

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 contact 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 S\$75,000,000 4.10 per cent. senior notes due 2020 comprised in Series 005 (ISIN SG6Y94000009) issued by LMIR Capital Pte. Ltd. under the S\$750,000,000 Guaranteed Euro Medium Term Note Programme, the S\$100,000,000 4.50 per cent. senior notes due 2018 comprised in Series 001 (ISIN SG6Z4000009) issued by LMIR Capital Pte. Ltd. under the S\$1,000,000,000 Euro Medium Term Securities Programme and the S\$140,000,000 7.00 per cent. Perpetual Securities comprised in Series 002 (ISIN SG748000008) issued by HSCB Institutional Trust Services (Singapore) Limited (in its capacity as trustee of Lippo Malls Indonesia Retail Trust) under the S\$1,000,000,000 Euro Medium Term Securities Programme. UNHOLDERS 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 BY PROXY.



LMIR TRUST
LIPPO MALLS INDONESIA RETAIL TRUST

LMIR CAPITAL PTE. LTD.
(a company incorporated in Singapore with limited liability)
(UEN/Company registration number: 201212428M)

(LMIR Capital)

HSCB INSTITUTIONAL TRUST SERVICES (SINGAPORE) LIMITED
(in its capacity as trustee of Lippo Malls Indonesia Retail Trust)

(UEN/Company registration number: 194900022R)
(the LMIR Trustee)

(each, an Issuer and collectively, the Issuers)

NOTICE OF SEPARATE MEETINGS

to the holders of the outstanding

S\$75,000,000 4.10 per cent. senior notes due 2020 comprised in Series 005 (ISIN SG6Y94000009) (the **Series 005 Securities**) issued by LMIR Capital under the S\$750,000,000 Guaranteed Euro Medium Term Note Programme unconditionally and irrevocably guaranteed by the LMIR Trustee

and

S\$100,000,000 4.50 per cent. senior notes due 2018 comprised in Series 001 (ISIN SG6Z4000009) (the **Series 001 Securities**) issued by LMIR Capital under the S\$1,000,000,000 Euro Medium Term Securities Programme unconditionally and irrevocably guaranteed by the LMIR Trustee

and

S\$140,000,000 7.00 per cent. Perpetual Securities comprised in Series 002 (ISIN SG748000008) (the **Series 002 Securities**) issued by the LMIR 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 **S\$750,000,000 EMTN Programme Trust Deed** constituting the Series 005 Securities and, in each case, made between LMIR Capital, the LMIR 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 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 LMIR Capital, the LMIR 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 and Series 001 Securities) LMIR Capital and the LMIR Trustee, and (in the case of the Series 002 Securities) the LMIR Trustee, will be held at the offices of LMIR Management Ltd., 50 Collyer Quay, #06-07 OUE Bayfront, Singapore 049321 at (i) 10.00 a.m. (Singapore time) in respect of the Series 005 Securities, (ii) 10.20 a.m. (Singapore time), (iii) 10.00 a.m. (Singapore time) in respect of the Series 001 Securities and (iv) 10.40 a.m. (Singapore time) in respect of the Series 002 Securities, in each case on 29 November 2017 for the purpose of considering and, if thought fit, passing the relevant following extraordinary resolution, with any implementation of that resolution being subject to satisfaction of the condition set out in paragraph 6(b) thereof (the **Eligibility Condition**) and which 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 "Background to the Notice of Meetings" 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 S\$75,000,000 4.10 per cent. senior notes due 2020 comprised in Series 005 (ISIN SG6Y94000009) (the **Securities**) of LMIR Capital Pte. Ltd. (LMIR Capital) guaranteed by HSCB Institutional Trust Services (Singapore) Limited (in its capacity as trustee of Lippo Malls Indonesia Retail Trust (LMIR Trust)) (the LMIR 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 LMIR Capital, the LMIR 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 LMIR Capital and the LMIR 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 C to 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 LMIR Trustee**) in place of the LMIR 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 LMIR Capital and the New LMIR Trustee;
 - a deed of novation relating to the Trust Deed in respect of the Securities (the **Trust Deed Deed of Novation**) between LMIR Capital, the LMIR Trustee, the New LMIR Trustee, the Trustee; and
 - 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 LMIR Capital, the LMIR Trustee, the New LMIR 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

- LMIR Capital, the LMIR Trustee, the LMIR Trustee (as defined below), the New LMIR 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 Resolution and the implementation of the Proposal and of this Extraordinary Resolution;

- discharges and exonerates LMIR Capital, the LMIR Trustee, the LMIR Trustee, 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 LMIR Capital or the LMIR 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:
 - the passing of this Extraordinary Resolution; and
 - 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, LMIR Capital, the LMIR 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 by Ineligible Securityholders;

- irrevocably waives any claim that Securityholders may have against LMIR Capital, the LMIR Trustee, the LMIR Trustee and the Trustee arising as a result of any loss or damage which Securityholders may suffer as a result of LMIR Capital, the LMIR Trustee, the LMIR Trustee 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 LMIR Capital, the LMIR Trustee, the LMIR Trustee and 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;

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

Meeting and Tabulation Agent means Tricor Singapore Pte. Ltd. (trading as Tricor Barinder 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 CMB 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 S\$100,000,000 4.50 per cent. senior notes due 2018 comprised in Series 001 (ISIN SG6Z4000009) (the **Securities**) of LMIR Capital Pte. Ltd. (LMIR Capital) guaranteed by HSCB Institutional Trust Services (Singapore) Limited (in its capacity as trustee of Lippo Malls Indonesia Retail Trust (LMIR Trust)) (the LMIR Trustee), constituted by a trust deed dated 8 September 2015 (the **Trust Deed**) between LMIR Capital, the LMIR 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 LMIR Capital and the LMIR 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 3 to the Trust Deed and as completed by the pricing supplement dated 18 November 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 LMIR Trustee**) in place of the LMIR 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 LMIR Capital and the New LMIR Trustee;
 - a deed of novation relating to the Trust Deed in respect of the Securities (the **Trust Deed Deed of Novation**) between LMIR Capital, the LMIR Trustee, the New LMIR Trustee, the Trustee; and
 - 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 LMIR Capital, the LMIR Trustee, the New LMIR 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

- LMIR Capital, the LMIR Trustee, the LMIR Trustee (as defined below), the New LMIR 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 Resolution and the implementation of the Proposal and of this Extraordinary Resolution;

- discharges and exonerates LMIR Capital, the LMIR Trustee, the LMIR Trustee, 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 LMIR Capital or the LMIR 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:
 - the passing of this Extraordinary Resolution; and
 - 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, LMIR Capital, the LMIR 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 by Ineligible Securityholders;

- irrevocably waives any claim that Securityholders may have against LMIR Capital, the LMIR Trustee, the LMIR Trustee and the Trustee arising as a result of any loss or damage which Securityholders may suffer as a result of LMIR Capital, the LMIR Trustee, the LMIR Trustee 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 LMIR Capital, the LMIR Trustee, the LMIR Trustee and 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;

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

Meeting and Tabulation Agent means Tricor Singapore Pte. Ltd. (trading as Tricor Barinder 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 CMB 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 SG748000008) (the **Securities**) of LMIR Capital Pte. Ltd. (LMIR Capital) guaranteed by HSCB Institutional Trust Services (Singapore) Limited (in its capacity as trustee of Lippo Malls Indonesia Retail Trust (LMIR Trust)) (the LMIR Trustee), constituted by a trust deed dated 8 September 2015 (the **Trust Deed**) between LMIR Capital, the LMIR 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 alios, the LMIR Trustee addressed to, inter alios, 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 LMIR Trustee**) in place of the LMIR Trustee in its capacity as issuer 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:
 - 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.

- 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.

- 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.

- 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.

- 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.

- (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 the New LMIR Trustee;
 - a deed of novation relating to the Trust Deed in respect of the Securities (the **Trust Deed Deed of Novation**) between the LMIR Trustee, the New LMIR Trustee, the Trustee and the other counterparties thereto;
 - a deed of novation relating to the Agency Agreement in respect of the Securities (the **Agency Agreement Deed of Novation**) between the LMIR Trustee, the New LMIR Trustee, the Trustee and the other counterparties thereto; and
 - 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 Deed of Novation and the Agency Agreement Deed of Novation, the **Novation Documents** between the LMIR Trustee, the New LMIR 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

- LMIR Capital, the LMIR Trustee, the LMIR Trustee (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 LMIR Capital, the LMIR Trustee, the LMIR Trustee, 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 LMIR Capital or the LMIR 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:
 - the passing of this Extraordinary Resolution; and
 - 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 LMIR 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 by Ineligible Securityholders;

- irrevocably waives any claim that Securityholders may have against LMIR Capital, the LMIR Trustee, the LMIR Trustee and the Trustee arising as a result of any loss or damage which Securityholders may suffer as a result of LMIR Capital, the LMIR Trustee, the LMIR Trustee 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 LMIR Capital, the LMIR Trustee, the LMIR Trustee and 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 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;

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

Meeting and Tabulation Agent means Tricor Singapore Pte. Ltd. (trading as Tricor Barinder 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 CMB Bank Berhad (acting through its Singapore Branch) (in its capacity as solicitation agent)."

- 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.

- 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.

- 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