

## NOTICE OF EXTRAORDINARY GENERAL MEETING

**NOTICE IS HEREBY GIVEN** that an EXTRAORDINARY GENERAL MEETING of First Real Estate Investment Trust (“**First REIT**”) will be held at Marina Mandarin Ballroom, Level 1, Marina Mandarin Singapore, 6 Raffles Boulevard, Marina Square, Singapore 039594 on Wednesday, 20 December 2017, at 2.30 p.m. (the “**EGM**”), for the purpose of considering and, if thought fit, passing, with or without modifications, the following resolution:

### ORDINARY RESOLUTION – THE YOGYAKARTA TRANSACTION

That:

- (i) approval be and is hereby given for the proposed joint acquisition with Lippo Malls Indonesia Retail Trust (“**LMIR Trust**”) of an integrated development, comprising a hospital component known as “Siloam Hospitals Yogyakarta” (“**SHYG**”) and a retail mall component known as “Lippo Plaza Jogja” (“**LPJ**”, together with SHYG, the “**Property**”, and the acquisition of the Property, the “**Joint Acquisition**”), from PT Mulia Citra Abadi (the “**Vendor**”) and the proposed joint venture with LMIR Trust in connection with the Joint Acquisition (the “**Joint Venture**”), based on the terms and conditions as described in the circular dated 5 December 2017 (the “**Circular**”) issued by Bowsprit Capital Corporation Limited, in its capacity as manager of First REIT (the “**Manager**”), to unitholders of First REIT (“**Unitholders**”) (and the Joint Acquisition and Joint Venture based on the terms and conditions as described in the Circular, the “**Yogyakarta Transaction**”), as well as for the payment of all fees and expenses relating to the Yogyakarta Transaction;
- (ii) approval be and is hereby given for the grant of the SHYG Master Lease (as defined in the Circular) to PT Lippo Karawaci Tbk, the sponsor of First REIT (the “**Sponsor**”) and PT Taruna Perkasa Megah, a wholly owned subsidiary of PT Siloam Hospitals Tbk, which is in turn a subsidiary of the Sponsor (the “**Siloam Lessee**”, and collectively with the Sponsor, the “**Master Lessees**”), based on the terms and conditions set out in the master lease agreement to be entered into between Yogyakarta IndoCo and the Master Lessees;
- (iii) approval be and is hereby given for the grant of the LPJ Master Leases to the LPJ Master Lessees (as defined in the Circular) and for Yogyakarta IndoCo to take over the Mall Related Tenancy Agreements (as defined in the Circular) in relation to LPJ; and
- (iv) the Manager, any director of the Manager (“**Director**”) and HSBC Institutional Trust Services (Singapore) Limited (in its capacity as trustee of First REIT) (the “**Trustee**”), be and are hereby severally authorised to complete and do all such acts and things (including executing all such documents as may be required) as the Manager, such Director or, as the case may be, the Trustee may consider expedient or necessary or in the interests of First REIT to give effect to the Yogyakarta Transaction.

BY ORDER OF THE BOARD  
Bowsprit Capital Corporation Limited  
(as manager of First Real Estate Investment Trust)  
(Company Registration No. 200607070D)

Victor Lai Kuan Loong  
Company Secretary  
Singapore  
5 December 2017

**Important Notice:**

- (1) A Unitholder who is not a relevant intermediary (as defined below) and entitled to attend and vote at the EGM is entitled to appoint one or two proxies to attend and vote in his or her stead. A proxy need not be a Unitholder. Where a Unitholder appoints more than one proxy, the appointments shall be invalid unless he or she specifies the proportion of his or her holding (expressed as a percentage of the whole) to be represented by each proxy.
- (2) A Unitholder who is a relevant intermediary entitled to attend and vote at the EGM is entitled to appoint more than two proxies to attend and vote instead of the Unitholder, but each proxy must be appointed to exercise the rights attached to a different Unit or Units held by such Unitholder. Where such Unitholder appoints more than one proxy, the appointments shall be invalid unless the Unitholder specifies the number of Units in relation to which each proxy has been appointed in the Proxy Form (defined below).

**“Relevant intermediary” means:**

- (a) a banking corporation licensed under the Banking Act, Chapter 19 of Singapore, or a wholly-owned subsidiary of such a banking corporation, whose business includes the provision of nominee services and who holds Units in that capacity;
  - (b) a person holding a capital markets services licence to provide custodial services for securities under the Securities and Futures Act, Chapter 289 of Singapore, and who holds Units in that capacity; or
  - (c) the Central Provident Fund Board (“**CPF Board**”) established by the Central Provident Fund Act, Chapter 36 of Singapore, in respect of Units purchased under the subsidiary legislation made under that Act providing for the making of investments from the contributions and interest standing to the credit of members of the Central Provident Fund, if the CPF Board holds those Units in the capacity of an intermediary pursuant to or in accordance with that subsidiary legislation.
- (3) The instrument appointing a proxy or proxies (the “**Proxy Form**”) must be lodged at the Unit Registrar’s Office at Boardroom Corporate & Advisory Services Pte. Ltd. at 50 Raffles Place, #32-01 Singapore Land Tower, Singapore 048623, not less than 72 hours before the time appointed for the EGM.

**Personal Data Privacy:**

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