

DEED OF ACQUISITION
Number

On this day,

[●] January two thousand twenty (-1-2020, at [●] Western Indonesian Time, appeared before me, AULIA TAUFANI, BACHELOR OF LAW, Notary in South Jakarta in the presence of witnesses whose names will be mentioned at the end of this deed, the appearers as mentioned below: -----

I, Mr.

according to [his/her] statement in this matter acting on behalf of STANDARD CHARTERED BANK, a company established under laws of England, having its office at 1 Basinghall Avenue, London EC2V 5DD;

- and carrying out the legal actions as referred to under this deed, in [his/her] capacity as attorney representing Standard Chartered Bank, a company established under laws of England and registered with ZC18, having its office at 1 Basinghall Avenue, London EC2V 5DD (hereinafter referred to as "SCB"); -----

II. 1. Mr. PRIJONO SUGIARTO born in Jakarta on 20 (twenty) June 1960 (nineteen sixty), President Director of the limited liability company which name will be mentioned below, residing in Jakarta, Jalan Lombok Nomor 8, Rukun Tetangga 003/Rukun Warga 005, Kelurahan Gondangdia, Kecamatan Menteng, Central Jakarta, holder of Citizen Identity Number (NIK): 3171062006600002, Indonesian Citizen; -----

2. Mr. DJONY BUNARTO TJONDRO born in Pontianak on 2 (two) May 1964 (nineteen sixty four), Vice President Director of the limited liability company which name will be mentioned below, residing in Jakarta, Taman Grisenda Blok D 3 Nomor 11, Rukun Tetangga 009/Rukun Warga 003, Kelurahan Kapuk Muara, Kecamatan Penjaringan, North Jakarta, holder of Citizen Identity Number (NIK): 3172010205640008, Indonesian Citizen;

-according to their statement in this matter acting based on their position as above-mentioned for and on behalf of PT ASTRA INTERNATIONAL Tbk a publicly listed limited liability company established under laws of

Republic of Indonesia, domiciled in North Jakarta having its registered office at Menara Astra 59th Floor, Jl. Jend. Sudirman Kav. 5-6, Jakarta 1022, which Articles of Association and its amendment as set out in Deed dated 20 (twenty) February 1957 (nineteen fifty seven) No. 67, made before SIE KHWAN DJIOE in that time before Notary in Jakarta, who has obtained ratification from Minister of Justice of Republic of Indonesia according to Decree dated 1 (one) July 1957 (nineteen fifty seven) No. J.A.5/53/5 and has been announced in State Gazzete of Republic of Indonesia dated 22 (twenty two) October 1957 (nineteen fifty seven) No. 85, Supplement No. 1117;

- The Articles of Association have been amended several times and then amended entirely to conform with Law Number 40 of 2007 (two thousand and seven) on Limited Liability Company, as contained in the deed dated 24 (twenty four) June 2008 (two thousand and eight) Number 83, made before MASJUKI, Bachelor of Law, at that time substituted of IMAS FATIMAH, Bachelor of Law, Notary in Jakarta, which has received approval from the Minister of Law and Human Rights of the Republic of Indonesia in accordance with the Decree dated 28 (twenty eight) August 2008 (two thousand and eight) Number AHU-56114.AH.01.02.of 2008 and has been announced in the State Gazette of the Republic of Indonesia on 17 (seventeen) March 2009 (two thousand and nine) Number 22, Supplement Number 7879;

- The Articles of Association were then amended as contained in the deed dated 27 (twenty-seven) of April 2012 (two thousand and twelve) Number 61, made before KUMALA TJAHJANI WIDODO, Bachelor of Law, Masters of Law, Master of Notary, Magister of Notary, Notary in Jakarta, which notification receipt of amendment to the articles of association has been received and recorded in the Legal Entity Administration System database of the Ministry of Law and Human Rights of the Republic of Indonesia on 9 (nine) May 2012 (two thousand and twelve) Number AHU-AH.01.10-16756 and has been announced in the State Gazette of the Republic of Indonesia 29 (twenty nine) November 2013 (two thousand and thirteen) Number 96, Supplement Number 6847 / L;

- amended further as contained in the deed dated 28 (twenty eight) April 2015 (two thousand and fifteen) Number 88, which was made before ARYANTI ARTISARI, Bachelor of Law, Master of Notary, Notary in South Jakarta, which notification receipt of amendment to the

articles of association has been received and recorded in the Legal Entity Administration System database of the Ministry of Law and Human Rights of the Republic of Indonesia on 30 (thirty) April 2015 (two thousand and fifteen) Number AHU-AH.01.03-0928686;

- then amended further as contained in the deed dated 7 (seven) December 2015 (two thousand and fifteen) Number 21, made before the Notary ARYANTI ARTISARI, Bachelor of Law, Master of Notary, notification receipt of amendment to the articles of association has been received and recorded in the Administration System Legal Entity Ministry of Law and Human Rights of the Republic of Indonesia on 21 (twenty one) December 2015 (two thousand and fifteen) Number AHU-AH.01.03-0989934 and announced in the State Gazette of the Republic of Indonesia on 15 (fifteen) March 2016 (two thousand and sixteen) Number 21, Supplement Number 569 / L;

- the latest articles of association amended as contained in the deed, made by me, Notary, dated 25 (twenty-five) April 2019 (two thousand nineteen), Number 49, which has been approved by the Minister of Law and Human Rights of the Republic of Indonesia in accordance with the Decree dated 23 (twenty-third) May 2019 (two thousand nineteen) Number AHU-0028167 .AH.01.02.TAHUN 2019

- changes in the latest composition of Directors and Board of Commissioners as stated in the deed before me, Notary on 25 (twenty five) April 2019 (two thousand nineteen) Number 50;

- (hereinafter referred as "Astra International")

| SCB and Astra International are collectively referred to as "Sellers";

III. Mr.

- according to [his/her] statement in this matter acting on behalf of BANGKOK BANK PUBLIC COMPANY LIMITED, a company established under laws of Thailand, having its office at 333 Silom Road, Bangrak, Bangkok 10500;

- and carrying out legal actions as referred to under this deed, in [his/her] capacity as attorney representing Bangkok Bank Public Company Limited;

- (hereinafter referred to as "Purchaser");

The Sellers and the Purchaser collectively referred to as the "Parties" and individually as a "Party".--

The appearers in their respective capacity as above-mentioned have agreed as follows: -----

- A. SCB and Astra International are respectively the owners of
12,495,714,666 (twelve billion four hundred ninety five million seven hundred fourteen thousand six hundred sixty six) shares and
12,495,714,666 (twelve billion four hundred ninety five million seven hundred fourteen thousand six hundred sixty six) shares, so in aggregate, both are the owners of 24,991,429,332 (twenty four billion nine hundred ninety one million four hundred twenty nine thousand three hundred thirty two) shares, representing approximately 89.12% (eighty nine point one two percent) of the total issued and paid up capital of PT Bank Permata Tbk, a publicly listed limited liability company established under and subject to the laws of the Republic of Indonesia, with registered office at WTC II, Jalan Jend. Sudirman Kav 29-31, Jakarta 12920, (hereinafter referred to as the "Company");-----
- B. Based on Conditional Share Purchase Agreement dated 12 (twelve) December 2019 (two thousand and nineteen) between SCB, Astra International and the Purchaser, the Sellers have agreed to sell, and the Purchaser has agreed to purchase all shares owned by the Sellers in the Company, being 24,991,429,332 (twenty four billion nine hundred ninety one million four hundred twenty nine thousand three hundred thirty-two) shares, representing approximately 89.12% (eighty nine point one two percent) of total issued and paid up capital in the Company along with the rights attached to the shares, (hereinafter referred to as "Sale Shares"); -----
- C. Whereas in connection with the sale and purchase of Sale Shares referred to above, the Purchaser and the Company have furnished the following: -

1. The acquisition plan, prepared jointly by the Company and the Purchaser and approved by the Board of Commissioners of the Company and the Board of Directors of the Purchaser. ("Acquisition Plan"). The Acquisition Plan as attached to this deed, made privately, in accordance with the provisions of the Law of the Republic of Indonesia No. 40 of 2007 on Limited Liability Companies ("Company Law"), the Government Regulation No. 28 of 1999 on Merger, Consolidation, and Acquisition of Banks (hereinafter referred to as "PP 28/1999") and the Financial Services Authority Regulation No. 41/POJK.03/2019 on Merger, Consolidation, Acquisition, Integration, and Conversion of

Commercial Banks (hereinafter referred to as "POJK 41/2019"); -----

2. The Summary of Acquisition Plan that has been announced: -----

a. in 2 (two) daily newspapers of national circulation in Indonesia, namely

[●]

newspapers

and in Company's website on [●]

b. to employees of the Company pursuant to the provisions of Article 30 POJK 41/2019, by publishing on the Company's office notice board, on [●]

drawn-up privately, which copy is attached to this deed; and -----

3. Draft of Acquisition Deed that has been prepared by the Sellers and the Purchaser which, in accordance with the provisions of Article 32 letter c POJK 41/2019, has obtained the approval of the Company's Extraordinary General Meeting of Shareholders as stated in the deed to the Minutes of the Extraordinary General Meeting of Shareholders of the Company, dated

number , made by myself, Notary; -----

D. That within 14 (fourteen) days after the announcement of the Summary of Acquisition Plan dated [●] ,

the Company did not receive any objections from creditors, which the creditors were then considered to have approved the Acquisition plan of the Company;-----

E. That up to 7 (seven) days before the invitation to the General Meeting of Shareholders of the Company dated [●] ,

the Company did not receive objections from the Company's minority shareholders so that the

Company's minority shareholders were deemed to have approved the Acquisition Plan of the Company; -----

F. That the Extraordinary General Meeting of Shareholders of the Company on [●]

as stated in deed to the minutes of the Extraordinary General Meeting of Shareholders of the Company, dated [●]

number [●] , made by me, Notary, has resolved to: -----

1. Approve the proposed acquisition of the Company by the Purchaser, through the purchase of approximately 89.12% (eighty nine point one two percent) of the Company's shares. -----
2. Approve the granting of power and authority to the Board of Directors of the Company with substitution rights, to carry out any and all actions relating to matters with regard to the proposed acquisition of the Company by the Purchaser with due observance of applicable laws and regulations.

G. That the proposed acquisition has obtained approval from the Financial Services Authority as set out in Decision of the Commission Board of the Financial Services Authority Number [●]

| dated [●]

| which copy is attached to this deed; and -----

H. For the effectiveness of the sale and purchase of Sale Shares and acquisition of the Company, this Deed of Acquisition ("Deed") is made, as the implementation of the Acquisition Plan in accordance with the provisions of Article 34 and Article 36 PP 28/1999 and Article 128 of the Company Law. -----

Based on the foregoing, the Parties have agreed to accept and execute this Deed with the following terms and conditions:

1. The Seller hereby agrees to sell to the Purchaser, and the Purchaser agrees to purchase from the Sellers, the Sale Shares , with the purchase price as has been agreed amongst the Parties. Transfer of legal ownership and benefits of the Sale Shares are effective on the date of this Deed ("Closing Date") together with all rights and benefits attaching to the Sale Shares on the Closing Date and
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since that date, the Sale Shares are owned by the Purchaser; -----

2. The Parties declare that each Party has the right and full authority to enter into this Deed and is therefore valid and binding on the Parties in accordance with the provisions in this Deed; --

3. After the execution of this Deed, the Purchaser will notify and--
submit copy of this Deed to the Board of Directors of the Company for the purpose of recording, as applicable, the transfer of Sale Shares in the register of shareholders of the Company managed by the registrar of shares of the Company (Securities Administration Bureau) in order to comply with the provisions of the Articles of Association of the Company and the Company Law; -----

4. This Deed shall be governed by and interpreted in accordance with the laws of the Republic of Indonesia; -----

5. Any dispute arising out of, relating to or having any connection with this Deed, including any dispute as to its existence, validity, interpretation, performance, breach or termination of this Deed, shall be resolved through arbitration with a panel of three arbitrators held in Singapore pursuant to the rules of the Singapore International Arbitration Centre ("SIAC") All of the arbitrators shall be appointed by SIAC. Any award shall be final and binding on the Parties and shall not be subject to appeal. The arbitration shall be conducted in English. -----

This Deed is executed by and amongst the Parties in Bahasa Indonesia. The privately drawn-up English version of this Deed has been prepared as attachment to, and constitute an inseparable and integral part of this Deed. which original is attached to this Deed. Both versions, being the privately drawn-up English version and this Deed are valid. In the event of any inconsistencies between the privately drawn-up English version and this Deed, then this Deed will prevail over the privately drawn-up English version.

The appearers are known to me, Notary. -----

-----IN WITNESS WHEREOF, -----

This Deed has been drafted and executed in South Jakarta, on the day and date mentioned in the preamble of this Deed, in the presence of:

1. Ms. IRMA YULIA, Bachelor of Law, born in Padang on 29 (twenty nine) June 1992 (nineteen ninety two), Assistant of Notary, residing in Padang, Pasir Putih Blok M Nomor -09, Rukun Tetangga 004/Rukun Warga 005, -----Kelurahan Bungo Pasang, Kecamatan Koto -----Tengah, Padang, holder of Citizen Identity Number (NIK) 1371116906920003 ,temporarily residing in Jakarta; and -----
2. Mr. MUHAMAD AKIL FARIABI, Bachelor of Law, born in Cianjur on 09 (nine) August 1995 (nineteen ninety five), Assistant of Notary, residing in Cianjur, Kampung Jembar, Rukun ---Tetangga 001/Rukun Warga 004, Desa Gadog, ---Kecamatan Pacet, Kabupaten Cianjur, holder of Citizen Identity Number (NIK) 3203100908950008, ,temporarily residing in Jakarta; . -----

- Both knowns to me, Notary, as witnesses.-----

This Deed having been duly read out by me, Notary, to the appearers and witnesses, was signed immediately by the appearers, witnesses and me, Notary.
Executed.