

## DISCLOSURE OF INFORMATION PT CHANDRA ASRI PETROCHEMICAL TBK

This Information Disclosure is prepared in order to fulfill the requirements of the Financial Services Authority Regulation of the Republic of Indonesia Number 42/POJK.04/2020 regarding Affiliated Transactions and Conflict of Interest Transactions (“**POJK 42/2020**”).



**PT Chandra Asri Petrochemical Tbk**  
(the “**Company**”)

**Line of Business:**

Petrochemical

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**Subject:** Disclosure of Information on Affiliates Transaction related to the Sale and Purchase of Land of PT Krakatau Daya Listrik

*This Disclosure of Information is published in Jakarta on 3 October 2023*

### I. BACKGROUND

On 29 September 2023, PT Chandra Asri Alkali (“**PT CAA**”) and PT Krakatau Daya Listrik (“**PT KDL**”), both of which are controlled companies of the Company, have signed a as signed the Deed of Binding Sale and Purchase Agreement Number 6 before of Dr. Hapendi Harahap, S.H., M.H., Notary in Cilegon (“**PPJB**”) in connection with the sale and purchase transaction of ±513,658 m<sup>2</sup> (approximately five hundred thirteen thousand six hundred and fifty eight square meters) of land belonging to PT KDL with the land condition as is located in Kawasan Industri Krakatau, Jalan Amerika I, Kelurahan Samangraya, Kecamatan Citangkil, Cilegon, Banten (“**Land**”) to PT CAA and/or its affiliates (“**Transaction**”).

Previously, on August 31 2023, PT CAA and PT KDL had signed a Land Lease Agreement where PT KDL agreed to lease several parts of the land covering an area of 297.264 m<sup>2</sup> (two hundred ninety-seven thousand two hundred and sixty-four square meters) to PT CAA ("**Lease Agreement**"), where part of the land is used by PT CAA for the purposes of preparing the construction of a factory and other supporting facilities, and based on termination letter No.: 004/LGC-DOC/CAA/IX/2023 dated 15 September 2023 submitted by PT CAA to PT KDL, PT CAA has expressed its intention to terminate the Lease Agreement from the signing date of PPJB. Therefore, as of the PPJB date, the Lease Agreement is declared to ended and is no longer valid.

Transactions will be carried out in stages marked by the signing of the Deed of Sale and Purchase ("**AJB**") for each building use rights certificate covered by the Land ("**SHGB**"), however the signing of the AJB for all parts of the Land must be completed no later than the date 31 December 2024. The AJB of each SHGB can be signed directly by PT CAA and/or by its affiliates, respectively with PT KDL, as needed.

The transaction is an Affiliated Transaction as referred to in POJK 42/2020 due to the affiliation relationship between PT CAA and PT KDL in terms of ownership and control of the company, as explained further in this Disclosure of Information.

This Disclosure of Information is prepared in order to fulfil the requirements of Article 22 of POJK 42/2020, which stipulates that in the event an Affiliated Transaction is conducted by a controlled company that is not a public company and its financial statements are consolidated with a public company, whereas the public company is obliged to conduct the procedures as regulated in POJK 42/2020.

The Affiliated Transaction conducted by PT CAA and PT KDL has gone through the procedures as stipulated in Article 3 of POJK 42/2020 and has been carried out in accordance with generally accepted business practices.

In accordance with the provision of Article 4 paragraph 1 of POJK 42/2020, this Transaction must be notified by the Company to the public no later than 2 (two) working days after the signing of the PPJB is conducted and must use an Appraiser in determining the fair value of the object of the Affiliated Transaction, in which the fairness of the transaction needs to be announced to the public. The Appraisal Report used is a report from the Public Appraisal Service Office ("**KJPP**") (i) Romulo, Charlie dan Rekan No. 00341/2.0032-00/PI/04/0151/1/IX/2023 dated 26 September 2023 regarding Valuation Report of Property Controlled by PT Krakatau Daya Listrik ("**Asset Appraisal Report**") and (ii) Edi Andesta dan Rekan No. 00622/2.0053-00/BS/04/0095/1/IX/2023 dated 29 September 2023 regarding the Fairness Opinion Report of the Transaction ("**Fairness Opinion Report**"). The Asset Appraisal Report and the Fairness Opinion Report provide a fair value for the value of the object of this Transaction and the Transaction itself.

This Affiliated Transaction does not constitute a (i) Conflict of Interest Transaction, (ii) Material Transaction as referred to in the Financial Services Authority Regulation Number 17/POJK.04/2020 regarding Material Transactions and Changes in Business Activities, and (iii) transaction that may result in disruption of business continuity of the Company's business, so that it does not require prior approval from the Company's independent shareholders at the general meeting of shareholders as regulated in POJK 42/2020.

In conducting this Transaction, the Company will always comply with the provisions of the applicable laws and regulations, including but not limited to the regulations in the Capital Market sector, and other laws and regulations including the Law of the Republic of Indonesia No. 40 of 2007 regarding Limited Liability Companies as lastly amended by Government Regulation in Lieu of Law of the Republic of Indonesia No. 2 of 2022 which has been ratified by the Law of the Republic of Indonesia No. 6 of 2023.

## II. INFORMATION REGARDING THE TRANSACTION

### A. Background and Reason the Transaction is Conducted

PT CAA is the Company's controlled company which is engaged in the basic inorganic chlorine and alkali chemical industry, which requires several plots of land in Cilegon for the plant construction needs. On the other hand, PT KDL, which is also a company controlled by the Company and engaged in the electricity industry and electricity services, owns the Land and is willing to sell the Land to PT CAA and/or its affiliates.

Furthermore, considering that the land area transacted does not cover the entire SHGB area, PT KDL is willing to split several SHGBs, as necessary, before being transferred to PT CAA and/or its affiliates ("**Splitting of SHGB**"). Therefore, PT KDL and PT CAA agreed to make a binding sale and purchase agreement first to bind the parties both in terms of price and object of sale and purchase and after the Splitting of SHGB is carried out the AJB will be signed for each related SHGB.

### B. Benefits of Transaction for PT CAA

The Land is located near PT KDL's electricity source, so that the electricity supply to the plant area of PT CAA and/or its affiliates will be more secure and stable. Therefore, the Land is very strategic for PT CAA and/or its affiliates in preparing plans and realizing future plant construction. It is believed that this will have a positive impact and will provide more value for the shareholders and stakeholders of the Company, PT CAA and/or its affiliates.

### C. Consideration of Conducting Transactions with PT KDL Compared to Conducting Similar Transactions with Parties which Not Affiliated with PT CAA

PT CAA and/or its affiliates chose to conduct the Transaction with PT KDL after considering the benefits described in letter B above. On the other hand, there is indeed other land that is not affiliated with PT CAA and/or its affiliates, but the location is not strategic and is not suitable for the plant construction.

### D. Description of the Transaction

#### i. Transaction Date

PT CAA and PT KDL signed the PPJB on 29 September 2023.

## ii. Object of Transaction

Assets owned by PT KDL in form of land with an area of ±513,658 m<sup>2</sup> (approximately five hundred thirteen thousand six hundred and fifty eight square meters) which is located in Kawasan Industri Krakatau, Jalan Amerika I, Kelurahan Samangraya, Citangkil District, Cilegon, Banten (“**Land**”).

## iii. Summary of the PPJB

PT KDL agreed to sell several plots of land in as-is condition to PT CAA and/or its affiliates. The Land transactions will be carried out in stages, however the signing of the AJB for all parts of the Land must be completed no later than 31 December 2024. The AJB of each SHGB can be signed directly by PT CAA or by its affiliates, respectively PT KDL, as needed.

### Transaction Price:

Transaction value is no more than Rp.2.250.000,- (two million two hundred and fifty thousand Rupiah) per m<sup>2</sup>, excluding Value Added Tax and other transaction costs.

### Period of the PPJB:

The PPJB is effective from the signing of the PPJB, namely from 29 September 2023 and will remain in effect until the date the final sale and purchase deed for the Transaction is signed or no later than 31 December 2024.

### Obligations of PT KDL:

- Will not cancel PPJB unilaterally for any reason.
- To pay the Land and Building Tax (PBB) that is still owed on the Land up to the year the last AJB was signed.
- To pay Final Income Tax from the price of the Land transacted.
- To split the SHGB before signing the AJB.
- To arrange permits for the transfer of rights required in each SHGB where the transaction will be carried out and pay the fees.
- To arrange permits so that the part of the Land is outside the Protected Rice Fields and sale and purchase transactions can be conducted, if the part of the Land is within the Protected Rice Fields spatial area.
- To clear the Land area from control by other parties, so that it can be used by PT CAA after the PPJB is signed.

### Rights of PT KDL:

To receive payment of Land in accordance with the payment method as agreed in the PPJB.

### Obligations of PT CAA:

- Will not cancel PPJB unilaterally for any reason.
- To pay Land Rights Acquisition Fees (BPHTB) and Non-Tax State Revenue (PNBP) in accordance with applicable legal provisions.
- To pay Value Added Tax (VAT) on transactions in accordance with applicable legal provisions.

- To bear the costs for making PPJB, AJB and transfer of name for all certificates transacted in this deed, so that the certificate becomes in the name of PT CAA.
- To pay additional of Splitting SHGB.
- Have approval for the Conformity Approval for Space Utilization Activities (PKKPR) and land use proposals as a requirement for registration of transfer of names for all land certificates based on PPJB.
- To fulfill payment obligations to PT KDL in accordance with the payment method as agreed in the PPJB.

Rights of PT CAA:

Own and use the Land.

Governing Law:

Laws of the Republic of Indonesia.

Dispute Settlement:

Serang District Court, Banten.

**iv. Transaction Price**

The value of this Transaction is not exceed Rp.2.250.000,- (two million two hundred and fifty thousand Rupiah) per m2, excluding Value Added Tax and other transaction costs. Transaction will be using Rupiah currency or other currencies permitted under the applicable laws of the Republic of Indonesia.

**v. The Parties whose Conduct the Transaction and its Relationships with the Company**

1. PT CAA as the Lessee

a. General Information

PT CAA was established according to and based on the laws of the Republic of Indonesia, domiciled in West Jakarta and having its address at Wisma Barito Pacific, Tower A, 7th Floor, Jalan Letnan Jendral Siswondo Parman Kaveling 62-63, Slipi Village, Palmerah District, West Jakarta City 11410, which its establishment is contained in Deed No. 32 dated 8 March 2023, drawn up before Jose Dima Satria, S.H., M.Kn., Notary in Jakarta, which has been approved by the Minister of Law and Human Rights of the Republic of Indonesia (“**Menkumham**”) based on Decree Number AHU-0019505.AH.01.01.Tahun 2023 dated 9 March 2023, registered in the Company Register at the Ministry of Law and Human Rights of the Republic of Indonesia (“**Kemenkumham**”) under No. AHU-0048968.AH.01.11.Tahun 2017 dated 9 March 2023.

The Articles of Association contained in such deed of establishment has been amended and the last amendment was contained in the Deed of Statement of Shareholders' Decision Amendment to the Articles of Association No. 119

dated 28 August 2023, drawn up before Jose Dima Satria, S.H., M.Kn., Notary in South Jakarta, which has been notified to Menkumham as stated in the Letter of Acceptance of Notification of Amendment to the Articles of Association No. AHU-AH.01.03-0112307 dated 31 August 2023, registered in the Company Register at Kemenkumham under No. AHU-0170910.AH.01.11.Tahun 2023 dated 31 August 2023 (“**Deed 119/2023**”).

b. Line of Business

Based on Article 3 of PT CAA's Articles of Association, the purposes and objectives of PT CAA are to engage in manufacturing and wholesale trading, and management consulting activities. To achieve these purposes and objectives, PT CAA may conduct business activities, including the following:

1. Inorganic basic chemical industry and chlorine alkali;
2. Basic organic chemical industry originating from petroleum, natural gas and coal;
3. Artificial resin (synthesis resin) and plastic raw materials Industries;
4. Wholesale trade of solid, liquid and gas fuels and related products (YBDI products);
5. Wholesale trade of chemical materials and goods;
6. Wholesale trade of rubber and plastics in basic forms; and
7. Other management consulting activities.

As of the date of this Disclosure of Information, PT CAA has not yet conducted its commercial operations.

c. Management Structure

The latest composition of the Board of Commissioners and Board of Directors of PT CAA is as follows:

Board of Commissioners

President Commissioner : Suryandi  
Commissioner : Baritono Prajogo Pangestu

Board of Directors

President Director : Erwin Ciputra  
Vice President Director : Fransiskus Ruly Aryawan  
Director : Andre Khor Kah Hin  
Director : Nattapong Tumsaroj  
Director : Edi Riva'i

d. Capital Structure and Shareholding Composition

Capital structure and shareholding composition of PT CAA on the date of this Disclosure of Information is issued are as follows:

Authorized Capital : Rp 220.020.000.000  
Issued Capital : Rp 152.505.000.000  
Paid Up Capital : Rp 152.505.000.000

The PT CAA's authorized capital is divided into 14.668 shares, each with par value of Rp 15.000.000 per share.

Meanwhile, the latest composition of PT CAA's shareholding based on Deed 119/2023 is as follows:

No.	SHAREHOLDERS NAME	AMOUNT (Rp)	TOTAL SHARES	%
1.	PT Chandra Asri Perkasa	152.490.000.000	10.166	99,99
2.	PT Buana Primatama Niaga	15.000.000	1	0,01
<b>Total</b>		<b>152.505.000.000</b>	<b>10.167</b>	<b>100</b>

Thus, PT CAA is a controlled company of the Company as referred to in POJK 42/2020, considering that the Company indirectly owns PT CAA from PT Chandra Asri Perkasa's share ownership in PT CAA.

## 2. PT KDL as the Lessor

### a. General Information

PT KDL, a limited liability company established according to and based on the laws of the Republic of Indonesia, is domiciled in Cilegon and has its address at Kawasan Industri Krakatau, Jalan Amerika I, Cilegon City, Banten Province, whose articles of association are contained in the Deed of Establishment No. 3 dated 28 February 1996 was made before Tuti Setiahati Kushardani Soetoro, S.H., Notary in Jakarta and was ratified by Menkumham in accordance with Decree No. C2-6422.HT.01.01.Th.98 dated 15 June 1998. The Articles of Association has been completely amended to conform to Law No. 40 of 2007 concerning Limited Liability Companies, contained in Deed No. 21 dated 13 August 2008, made before Indrajati Tandjung, S.H., Notary in Cilegon and has been ratified by Menkumham in accordance with Decree No. AHU-62221.AH.01.02-Tahun 2008 dated 12 September 2008.

The Articles of Association of PT KDL have undergone changes and the last amendment was contained in the Deed of PT KDL's Shareholder Decision Statement No. 3 dated 27 June 2023 made before Nancy Patricia, SH., M.Kn, Notary in Jakarta, which has been notified to Menkumham as stated in the Approval of Amendments to the Articles of Association of Limited Liability Company PT KDL No. AHU-0042486.AH.01.02.Tahun 2023 dated 25 July 2023, registered in the Company Register at Kemenkumham under No. AHU-0140126.01.11.Tahun 2023 dated 25 July 2023.

b. Line of Business

PT KDL is engaged in the electricity industry and electricity services. To achieve these aims and objectives, PT KDL may carry out business activities, including the following:

1. Electric motor industry;
2. Repair of electric motors, generators and transformers;
3. Repair of batteries and electric accumulators;
4. Repair of other electrical equipment;
5. Electric power generation;
6. Electric power transmission;
7. Electric power distribution;
8. Other electrical power supporting activities;
9. Provision of steam/hot water and cold air;
10. Storage and distribution of raw water;
11. Treatment and disposal of hazardous waste water;
12. Electrical civil building construction;
13. Electrical installation;
14. Mechanical installation;
15. Warehousing and storage;
16. Industrial area;
17. YBDI engineering and technical consulting activities;
18. Certification services;
19. Laboratory testing services;
20. Periodic inspection services;
21. Installation engineering inspection services;
22. Research and development of technology and engineering;
23. Private technical education;
24. Other management consulting activities.

c. Management Structure

The latest composition of the Board of Commissioners and Board of Directors of PT KDL is as follows:

Board of Commissioners

President Commissioner	:	Pria Utama
Commissioner	:	Abdul Rahum K Labungasa
Commissioner	:	Erwin Ciputra
Commissioner	:	Laode Sulaeman

Board of Directors

President Director	:	Nandang Hariana
Director	:	Ari Azhar
Director	:	Harry Muhammad Tamin



d. Capital Structure and Shareholding Composition

PT KDL's current capital structure and share ownership are as follows:

Authorized Capital	: Rp 3.000.000.000.000
Paid Up Capital	: Rp 1.292.478.282.000
Issued Capital	: Rp 1.292.478.282.000

PT KDL's authorized capital is divided into 3.000.000.000 shares, each with par value of Rp 1.000 per share.

Meanwhile, the composition of PT KDL's share ownership based on the Deed of Decision of PT KDL's Shareholders No. 91 dated 27 February 2023 made before Jose Dima Satria, S.H., M.Kn., Notary in Jakarta and has been notified to Menkumham as stated in the Letter of Acceptance of Notification of Company Data Changes No. AHU-AH.01.09-0095582 dated 27 February 2023, was registered in the Company Register at Kemenkumham under No. AHU-0041064.AH.01.11.Tahun 2023 dated 27 February 2023 is as follows:

No.	SHAREHOLDERS NAME	AMOUNT (Rp)	TOTAL SHARES	%
1.	Perusahaan Perseroan (Persero) PT Krakatau Steel Tbk	1.000	1	0,01
2.	PT Krakatau Sarana Infrastruktur	387.743.484.000	387.743.484	29.99
3.	PT Chandra Daya Investasi	904.734.797.000	904.734.797	70
<b>Total</b>		<b>1.292.478.282.000</b>	<b>1.292.478.282</b>	<b>100</b>

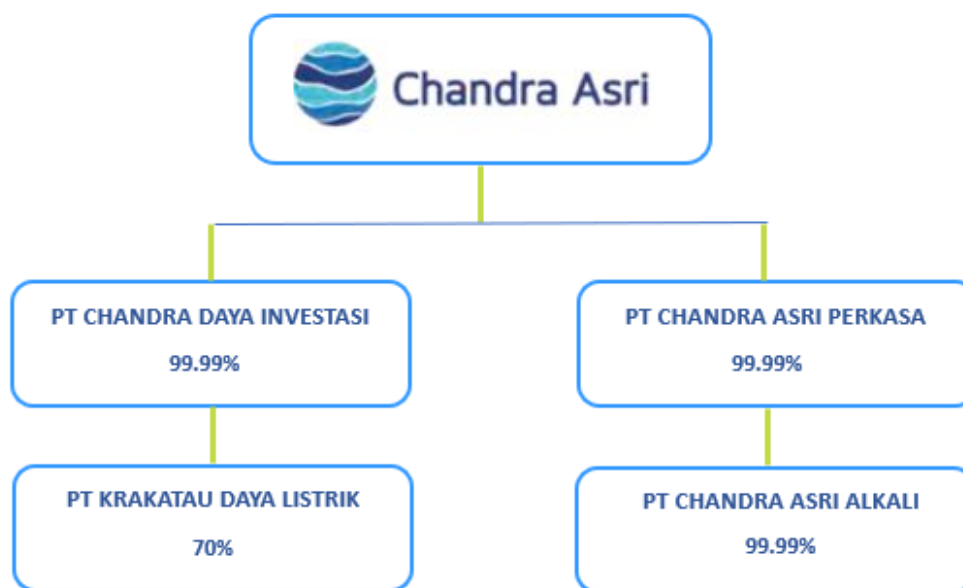
Therefore, PT KDL is a controlled company of the Company as referred to in POJK 42/2020, considering that the Company indirectly owns PT KDL from PT Chandra Daya Investasi's share ownership in PT KDL.

vi. **Nature of Affiliate Relationship of the Parties Involved in the Transaction**

1. Affiliate relationship in terms of company's ownership and control<sup>1</sup>:

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<sup>1</sup> According to Shareholder Register as of 29 September 2023



The relationship between PT CAA and PT KDL is formed because PT CAA and PT KDL are controlled companies of the Company where the Company indirectly control PT CAA and PT KDL through PT Chandra Asri Perkasa and PT Chandra Daya Investasi.

2. Affiliate relations in terms of company management:

Erwin Ciputra who is President Director in the Company, also serves as President Director in PT CAA and Commissioner in PT KDL, Fransiskus Ruly Aryawan who is Director in the Company, also serves as Vice President Director in PT CAA, Andre Khor Kah Hin, Nattapong Tumsaroj and Edi Rivai who are the Director of the Company also serve as Director in PT CAA, Suryandi who is the Director of the Company also serves as President Commissioner in PT CAA and Baritono Prajogo Pangestu who is the Director of the Company also serves as Commissioner in PT CAA.

### III. SUMMARY OF VALUATION REPORT

1. **Summary of Asset Valuation Report of KJPP Romulo, Charlie dan Rekan (“RCR”)**

RCR as an official KJPP with Business License No. 2.09.0032 based on Minister of Finance Decree No. 408/KM.1/2009 dated 22 April 2009 which is registered as a capital market supporting profession in the Financial Services Authority with a Capital Market Supporting Profession Registration Certificate (STTD) No. STTD.PP-113/PM.223/2019 dated 15 January 2019 (Property Appraisal) (replacement of STTD No. 59/BL/STTD-P/A/2011 dated 08 April 2011 (Property Appraisal) has been appointed by the Company's management as independent appraiser to provide an opinion on the market value of property controlled by PT KDL.

The following is a summary of the property appraisal report as outlined in the Appraisal Report of the Property Controlled by PT KDL No. 00341/2.0032-00/PI/04/0151/1/IX/2023 dated 26 September 2023.

a. Purpose and Objectives of the Assignment

The purpose of assessing the Appraisal Object is to provide an opinion on market value for buying and selling purposes (transactions between affiliated companies) as regulated by applicable laws and regulations.

b. Assumptions and Limiting Conditions

The assumptions and limiting conditions used in this assessment are as follows:

- The appraisal report of the Valuation Object is a non-disclaimer opinion report.
- RCR has reviewed the documents used in the appraisal process of the Valuation Object.
- The data and information used in the assessment of the Valuation Object are sourced from and/or validated by PT KDL.
- RCR is responsible for the implementation of the preparation of the appraisal report of the Valuation Object.
- The appraisal report of the Valuation Object is a report that is open to the public unless there is confidential information, which may affect the Company's operations.
- RCR is responsible for the appraisal report of the Valuation Object and the final score conclusion.
- RCR has reviewed the legal status of the Valuation Object.

c. Main Assumptions

- The data and information received by RCR from the Company regarding the Valuation Object is assumed to be reasonable, accurate and correct.
- The Valuation Object is accompanied by documents on the right of ownership/assignment of Land which are legally valid, transferable, and free from any ties, demands or obstacles.
- The assessment is carried out with access to adequate investigations.
- The valuation does not take into account the costs and taxes associated with the sale and transfer to other parties.

- The Valuation Object is assumed to be free from environmental pollution.
- The land area is based on documents of ownership rights and information from the Company, and it is assumed that the area is correct, accurate and reliable.

d. Valuation Object

The object assessed in this appraisal is the Valuation Object, which is a property controlled by PT KDL in the form of a land area of ±513,658 m<sup>2</sup> (approximately five hundred thirteen thousand six hundred and fifty eight square meters) located in Kawasan Industri Krakatau, Jalan Amerika 1, Kelurahan Samangraya, Kecamatan Citangkil, Cilegon, Provinsi Banten.

e. Inspection of Valuation Object

Physical review of the Valuation Object has been done on 3 July 2023.

f. Date of Valuation

The valuation date is set on 31 March 2023. This date was chosen based on consideration of the importance and purpose of the assessment.

g. Valuation Approach

The approach used in this assessment is the market approach. Market approach is an appraisal approach that uses transaction data or offers on comparable and similar properties to the object of the valuation based on a comparison and adjustment process.

The market approach is carried out by taking into account and considering market data and/or data on offers of comparable and similar properties and having similar characteristics both in physical terms such as location, area and shape of land, side of land facing the road (frontage), nature of ownership/type of certificate, topography, condition of the ground surface, and whether or not it is easy to reach (accessibility), and others if any. The data is then analyzed by providing adjustments to the differences and similarities in physical characteristics such as location, area and shape of the land, the side of the land opposite the road (frontage), the nature of ownership/type of certificate, topography, land surface conditions, and whether or not it is easy to achieve (accessibility), and others if any, between the object of the valuation and the property comparison data that has been collected to produce an indication of the market value of the object of the valuation.

h. Value Conclusion

Based on the foregoing matters and factors that are closely related to the valuation, RCR concludes that Rp.1.132.651.000.000,- (one trillion one hundred thirty-two billion six hundred and fifty-one million Rupiah) is the market value of the Valuation Object as of 31 March 2023.

## 2. Summary of KJPP Edi Andesta dan Rekan's Fairness Opinion Report ("KJPP Andesta")

KJPP Andesta, which has a business license from the Ministry of Finance No. 1./KM.1/2022 dated 3 January 2022 and registered as a capital market supporting profession in the Financial Services Authority with a Capital Market Supporting Professional Registration Certificate from the Financial Services Authority No. STTD.PPB-01/PM.2/2018, has been appointed by the Company as an independent appraiser as stated in the fairness opinion service offer proposal No. 384/P-Andesta/IX/2023 dated 15 September 2023 to provide an objective opinion regarding the Land Sale and Purchase Fairness Opinion.

The following is a summary of the KJPP Andesta's Fairness Opinion Report on the Transaction as outlined in report No No.00622/2.0053-00/BS/04/0095/1/IX/2023 dated 29 September 2023, with the following summary:

### a. Parties involved in the Transaction

The parties involved in the Transaction are PT CAA and PT KDL.

### b. Fairness Opinion Date

Analysis of the Fairness Opinion was carried out as of 31 March 2023, the parameters and financial statements used in the analysis are using data as of 31 March 2023.

### c. Object Transaction of Fairness Opinion

The object of fairness analysis is the Transaction.

### d. Purpose and Objective of Fairness Opinion

This Fairness Opinion Report is to provide an opinion on the fairness of the Transaction, in order to comply with POJK 42/2020 provisions, as defined in the Fairness Opinion report.

### e. Scope of Fairness Opinion

In connection with POJK 42/2020, relating to the appointment of KJPP Andesta, to provide a Fairness Opinion ("**Fainness Opinion**") on Transactions, the scope of the Fairness Opinion is given after KJPP Andesta has conducted an analysis of the following matters:

- i. The value of the object being transacted;
- ii. The financial impact of the Transactions that have been carried out on the interests of shareholders;
- iii. Business considerations used by the Company's management, related to Transactions that have been carried out against the interests of shareholders.

f. Approach and Procedures Used

In assessing the fairness of the Transaction, KJPP Andesta has carried out the following analysis:

1) Transaction Analysis

The analysis carried out is as follows:

- a) Analysis of the identification of the parties to the transaction.
- b) Analysis of the relationship between the parties involved in the Transaction.
- c) Analysis of the agreements and conditions agreed upon in the Transaction.
- d) Assessment analysis of the risks and benefits of the Transaction.

2) Fairness Opinion Analysis

The analysis carried out is as follows:

- a) Transaction Analysis.
- b) Qualitative and Quantitative Analysis of Transactions.
- c) Analysis of Transaction Fairness.
- d) Analysis of Relevant Factors.

3) Explanations and Reasons

Disclose sufficient explanations and reasons for the following matters:

- a) Uncertainty of the financing plan in the Transaction.
- b) Uncertainty in currency exchange rates.
- c) Market risk uncertainty.
- d) Other influencing factors.

4) Upper and Lower Limits on the Value Range

Transaction fairness analysis by comparing the sale and purchase price with the market value from the appraisal results. If the sale and purchase price is within the upper and lower limits of the value range, it does not exceed 7.5%, according to regulation No. 35/POJK.04/2020, then the transaction is categorized as fair.

g. Assumptions and Limiting Conditions

- i. Fairness Opinion Report is a non-disclaimer opinion.
- ii. KJPP Andesta has conducted a review of the documents used in the appraisal process, but has not conducted research on the validity of the related documents, therefore we do not guarantee their truth or validity.
- iii. KJPP Andesta uses data and information obtained from sources whose accuracy can be trusted.
- iv. KJPP Andesta uses adjusted financial projections that reflect the fairness of financial projections made by management with their fiduciary duty.

- v. KJPP Andesta is responsible for the implementation of assessments and the fairness of financial projections.
- vi. The results of the analysis carried out produce a Fairness Opinion Report which is open to the public unless there is confidential information that may affect the Company's operations.
- vii. KJPP Andesta is responsible for the implementation of assessments and the fairness of financial projections and final value conclusions.

#### h. Conclusion

Based on the fairness analysis of the Transaction, by looking at the reasons, benefits, risks and fairness analysis of the Transaction, KJPP Andesta is of the opinion that the Transaction price is appropriate, and by paying attention to the above analysis, we conclude that overall the Transaction is "**fair**".

### IV. STATEMENT

The Board of Directors of the Company states that this Transaction has gone through adequate procedures and ensures that the Transaction is carried out in accordance with generally accepted business practices, namely a procedure that compares the terms and conditions of transactions that are equivalent to transactions between parties who have no affiliation and are carried out in compliance with the fair transaction (arm's-length principle).

The Board of Commissioners and Board of Directors of the Company declare that all material information or facts contained in the Information Disclosure in connection with the Transaction have been disclosed and the information does not contain false or misleading information or facts. Transactions in this Disclosure of Information do not contain a Conflict of Interest as referred to in POJK 42/2020.

### V. INFORMASI TAMBAHAN

For further information regarding the above matters, please contact the Company during business hours at the address:

**Head Office**

Wisma Barito Pacific Tower A, 7<sup>th</sup> Floor  
Jl. Let. Jend. S. Parman Kav-62-63, Jakarta 11410  
Telp: (62-21) 530 7950  
Fax: (62-21) 530 8930  
E-mail: [corporatesecretary@capcx.com](mailto:corporatesecretary@capcx.com)  
U.P.: Corporate Secretary

Thus the Disclosure of Information that we can convey. We thank you for your attention and cooperation.

Yours faithfully,

**PT Chandra Asri Petrochemical Tbk**

[signed]

**Edi Riva'i**  
Director

[signed]

**Suryandi**  
Director