

DISCLOSURE OF INFORMATION OR MATERIAL FACTS

PT Agung Podomoro Land Tbk. ("**Company**") submits the following Information or Material Facts:

1.	Occurrence Date:	7 September 2020
2.	Type of Information or Material Facts:	<p>a. The signing of a Deed of Conditional Sale and Purchase Agreement No. 1 dated 7 September 2020, drawn up before Inessa Anjani, S.H., M.Kn., Notary in Regency of Karawang ("Land CSPA") by and between:</p> <p>(i) PT Buana Makmur Indah, a subsidiary which is 55% owned by the Company ("BMI"), as seller; and</p> <p>(ii) PT CFCity Tangerang Investment ("CFCity") as purchaser,</p> <p>in connection with the proposed sale of tranches of land owned by BMI, namely (i) the first land tranche with a size of approximately 915,189 square metres (the "First Land Tranche"), and (ii) the second land tranche with a size of approximately 840,100 square metres (the "Second Land Tranche") (hereinafter shall be referred to as the "Proposed Land Sale").</p> <p>b. The signing of a Deed of Conditional Sale and Purchase Agreement dated 7 September 2020 ("Shares CSPA") by and between:</p> <p>(i) BMI as seller; and</p> <p>(ii) CFCity as purchaser,</p> <p>in connection with the proposed sale of 7,131,704 shares owned by BMI in PT Trans Heksa Karawang ("THK") constituting 6.56 per cent of the total issued and fully paid share capital of THK (hereinafter shall be referred to as the "Proposed Shares Sale", together with the Proposed Land Sale shall be referred to as the "Proposed Transactions").</p>
3.	Description of Information or Material Facts:	<p>a. <u>Proposed Land Sale</u></p> <p>Pursuant to the Land CSPA, BMI intends to perform the Proposed Land Sale, among others, with the following terms and provisions:</p> <p>(i) BMI agrees to sell and transfer to CFCity, the Right to Build Certificates (Sertifikat Hak Guna Bangunan or "SHGBs") to the First Land Tranche and Second Land Tranche, as follows:</p> <ul style="list-style-type: none"> – First Land Tranche: 3 (three) parcels of land with total area of 912.189m², – Second Land Tranche: 3(three) parcels of land with total area of 840.100 m²; <p>(ii) for the purchase of the First Land Tranche, CFCity will deposit 100% of the First Land Tranche consideration at the signing of the Land CSPA into an escrow account under the name of BMI and CFCity. Funds in such escrow account will be released to BMI at the signing of the Deed of Sale and Purchase over the First Land Tranche;</p> <p>(iii) CFCity agrees to purchase the Second Land Tranche one year after the date of the Deed of Sale and Purchase of First Land Tranche ("Second</p>

		<p>Tranche Completion Date”). If CFCity fails to purchase the Second Land Tranche on the Second Tranche Completion Date, CFCity will be obliged to pay certain amount of money to BMI (“Compensation”); and</p> <p>(iv) in order to secure the performance of CFCity’s obligation to pay the Compensation if CFCity fails to purchase the Second Land Tranche on the Second Tranche Completion Date, CFCity has agreed to provide a security to BMI in the form of a first ranking mortgage over the land that will be owned by CFCity under SHGB with an area of 659,100 m2. For such purpose, CFCity will enter into a power of attorney to encumber mortgage and deed of mortgage once the completion of the sale of First Land Tranche has occurred.</p> <p>b. <u>Proposed Shares Sale</u></p> <p>Pursuant to the Shares CSPA, BMI intends to perform the Proposed Shares Sale, among others, with the following terms and provisions:</p> <p>(i) BMI agrees to sell 7,131,704 shares in THK constituting 6.56 per cent. of the total issued and fully paid share capital of THK (the “Sale Shares”);</p> <p>(ii) completion of the Proposed Shares Sale is conditional upon the fulfilment of certain conditions under the Shares CSPA, among others:</p> <ul style="list-style-type: none"> – the execution of the deed of sale and purchase in respect of the Second Land Tranche prior to or on the same day as the signing of the deed of sale and purchase with regard to the Proposed Shares Sale; and – the obtainment of the internal approvals (including but not limited to the approval from all the shareholders of BMI) to sell and transfer the legal ownership of the Sale Shares from BMI to CFCity.
4.	Impact of the occurrence, Information or Material Facts against operational activities, legal, financial condition or business continuity of the Issuers or Public Company:	The Proposed Transactions will have a positive impact on the operational activities and financial condition, particularly the liquidity of the Company.
5.	Other information:	<ul style="list-style-type: none"> ▪ The implementation of the Proposed Transactions will be conducted after the fulfillment of the conditions precedent as mutually agreed by the parties involved in each of the transaction documents, including in the Land CSPA and Shares CSPA. ▪ The value of the overall Proposed Transactions is less than 20% (twenty per cent) of the equity of the Company based on the Company's latest financial report, thus the Proposed Transactions shall not constitute as material transaction as regulated in Bapepam and LK Regulation No. IX.E.2, attachment of the Decree of the Head of Bapepam and LK No. KEP-614/BL/2011, dated 28 November 2011 regarding Material Transactions and Changes of Main Business Activities.



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| | <ul style="list-style-type: none">▪ Considering CFCity is not an affiliated party of the Company, thus the Proposed Transactions shall not constitute as affiliated party transactions under Bapepam and LK Regulation No. IX.E.1, attachment of the the Decree of the Head of Bapepam and LK No. KEP-412/BL/2009, dated 25th November 2009 regarding Affiliated Transaction and Conflict of Interest in Certain Transactions. |
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Jakarta, September 7, 2020

PT Agung Podomoro Land Tbk.

The Board of Directors