

DAFTAR LAMPIRAN

Lampiran 1.1 Akta Pernyataan dan Kuasa

Lampiran 2.1 Share Purchase Option Agreement



PERNYATAAN DAN KUASA

Nomor :

- Pada hari ini.

- Menghadap kepada saya.

Notaris di Jakarta, dengan dihadiri para saksi yang saya,

Notaris, kenal dan akan disebut pada bahagian akhir

akta ini : -----

- Penghadap telah dikenal oleh saya, Notaris, -----

- Penghadap terlebih dahulu menerangkan bahwa -----

penghadap adalah selaku pendiri, pengurus dan -----

pemilik/pemegang sebanyak () -----

saham dalam perseroan terbatas PT. -----

, berkedudukan di Jakarta, yang anggaran dasar -----

telah mendapat pengesahan dari Menteri Kehakiman Republik-----

Indonesia dengan surat keputusannya tertanggal -----

() , -----

Nomor , akta-akta mana telah -----

beberapa kali mengalami perubahan dan terakhir dirubah -----

dengan akta tertanggal -----

() nomor , yang dibuat dihadapan saya, -----

Notaris, yang memuat susunan pengurus dan pemegang saham -----

perseroan yang terakhir: -----

-Bahwa sebanyak () saham yang penghadap punyai-----

dalam perseroan terbatas tersebut adalah berasal dan -----

dikeluarkan serta dibiayai oleh : -----

1. .

2.

- Bahwa dengan demikian penghadap dengan ini menerangkan dan menyatakan bahwa sebanyak () saham yang penghadap punyai dalam perseroan tersebut adalah kepunyaan dan hak Milik dari

tersebut dan berhubungan dengan itu pula penghadap dengan

- ini menerangkan telah memberi kuasa kepada

tersebut diatas untuk dan atas nama penghadap mengadakan perubahan atas anggaran dasar perseroan, merubah susunan pengurus perseroan dan hadir dan memberikan keputusan dalam Rapat Pemegang Saham perseroan, menerima bagian para penghadap dari perseroan, menjual/mengoperkan sebanyak

() saham penghadap kepada orang atau pihak lain yang dikehendaki oleh para penerima kuasa dan tindakan-tindakan lain yang penghadap berhak berdasarkan anggaran dasar tanpa kecuali.

- Kuasa-kuasa yang diuraikan tersebut diatas adalah kuasa-kuasa tetap yang tidak dapat dicabut atau dibatalkan dan adalah merupakan bagian dari pernyataan tersebut diatas yang tanpa kuasa tersebut pernyataan itu tidak akan dibuat, dan bahwa kuasa-kuasa tersebut tidak dapat batal oleh sebab-sebab pembatalan yang tercantum di dalam pasal 1813 Kitab Undang-Undang Hukum Perdata.

- Bahwa penghadap dengan ini menyatakan tidak akan menjual, menjaminkan, atau mengalihkan sebanyak

() saham penghadap dalam perseroan tersebut, kepada orang atau badan lain, tanpa persetujuan terlebih dahulu dari

tersebut diatas.

- segala akibat hukum atas saham-saham tersebut diatas
termasuk masalah perpajakannya baik sekarang maupun
dikemudian hari menjadi tanggungan dan resiko dari

tersebut diatas ;

----- DEMIKIAN AKTA INI -----

- Dibuat dan diselesaikan di Jakarta, pada hari dan
tanggal tersebut pada bagian awal akta ini, dengan
dihadiri oleh dan

, kedua-duanya pegawai kantor Notaris dan
bertempat tinggal di Jakarta, sebagai saksi-saksi.

- Setelah saya, Notaris, membacakan akta ini kepada
penghadap dan para saksi, maka segera penghadap,
para saksi dan saya, Notaris, menanda-tangani akta
ini.

- Dibuat dengan tanpa perubahan.

SHARE PURCHASE OPTION AGREEMENT

This SHARE PURCHASE OPTION AGREEMENT (the "**Agreement**") is entered into as of ____, 2007 by and between [*], a limited liability company duly organized and existing under the laws of the Republic of Indonesia, having its principal office at [*] ("**Optionor**") and [*], a corporation organized and existing under and by the laws of [*] and having its registered office at [*] ("**Optionee**").

WHEREAS:

- A. The Optionor is or will be the registered and legal owner of [*] shares in the capital stock of [*] (the "**Company**"), which represents or will represent [*] of the issued and outstanding shares in the capital stock of the Company (the "**Shares**"), and
- B. The Optionor has agreed to grant Optionee an irrevocable option to purchase the Shares, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the agreements herein contained, the Optionor and the Optionee (sometimes hereinafter individually referred to as a "**Party**" and collectively as the "**Parties**") agree as follows:

1. INTERPRETATION

In this Agreement, except as otherwise expressly provided, capitalized terms shall have the meanings indicated below:

- 1.1 "**Completion Date**" means the date that is specified as such in any notice of exercise of the Option by the Optionee or the date as soon thereafter on which the Optionee receives all necessary Indonesian and any other regulatory approvals permitting it to acquire the Option Shares in the manner contemplated hereby;
- 1.2 "**Indebtedness**" shall mean the Rp. [*] owing by the Optionor to the Optionee pursuant to the Loan Agreement;
- 1.3 "**Loan Agreement**" means the loan agreement of even date herewith between the Optionee and the Optionor in respect of the Indebtedness loaned by the Optionee to the Optionor;
- 1.4 "**Option**" means the option granted under Article 2;
- 1.5 "**Option Period**" means the period commencing on the date hereof and continuing indefinitely thereafter;

- 1.6 **"Option Shares"** means, the Shares, fully paid and registered or to be registered in the name of the Optionor, as evidenced by Collective Share Certificate No. [] together with any other shares, stocks, securities or rights in the Company derived from the Shares or which are distributed by the Company in respect of the Shares and any shares, stock or other securities issued in respect of the same by reason of any alteration in the share capital of the Company or any reorganization of the Company;
- 1.7 **"Pledge of Shares"** means that Pledge of Shares Agreement between the parties hereto dated concurrently herewith in favour of the Optionee;
- 1.8 **"Reorganization"** in relation to the Company means every issue by way of capitalization of profits or reserves and every issue by way of rights and every consolidation or other reconstruction or adjustment relating to the equity share capital (or any share stock or securities derived therefrom) and any amalgamation or reconstruction affecting the equity share capital (or any shares stock or securities derived therefrom); and
- 1.9 **"Sale Price"** means in relation to all the Option Shares Rp. [*] per share or Rp. [*] in the aggregate.

2. THE OPTION

The Optionor hereby grants to the Optionee an option to purchase the Option Shares pursuant to the terms of this Agreement.

3. THE OPTION SHARES

- 3.1 The Optionor hereby represents and warrants to the Optionee that the Optionor is the sole legal owner of the Option Shares as aforesaid with good and marketable title thereto and that all the Option Shares have been validly issued and are fully paid up, non-assessable and are free from any lien, charge or encumbrance of any kind except as provided in the Pledge of Shares, and are not subject to any option (other than under this Agreement).
- 3.2 The Optionor hereby undertakes that upon exercise by the Optionee of the Option, the Option Shares shall be sold to the Optionee or to such person or entity as may be nominated by the Optionee free from all claims, charges, liens, and encumbrances or equities and with all rights attached thereto at the date of the exercise of the Option.

4. EXERCISE OF OPTION

- 4.1 Each time the Optionee wishes to exercise all or any portion of the Option, the Optionee may exercise the Option by notice in writing to the Optionor in respect of some or all of the Option Shares at any time and from time to time during the Option Period. Each notice to exercise the Option, in whole or in part, shall specify a Completion Date on which the Optionee intends to exercise the Option and the number of Option Shares in respect of which the Option is being exercised. The Optionee, provided it has not previously done so, shall issue, together with the notice to exercise the Option, a demand for repayment of such portion of the Indebtedness as would equal the Sale Price for the Option Shares in respect of which the Option is being exercised and the Optionee shall satisfy the Sale Price of such Option Shares by extinguishing a corresponding portion of the Indebtedness. The notice once given shall be binding on the Optionor. No evidence of payment shall be necessary in order for the Option Shares to be registered in the name of the Optionee or any qualified person designated by the Optionee.
- 4.2 Subject to Article 4.1, completion of the transfer to the Optionee of any shares that are the subject of an exercise of the Option hereunder shall take place at the offices of the Optionor on the Completion Date at which:
- (a) the Optionor shall deliver to the Optionee instruments of transfer in respect of the Option Shares being acquired, duly executed in blank by the Optionor to the intent that upon execution of such instruments of transfer by the Optionee, the Option Shares being acquired may be registered in the name of the Optionee or any qualified person designated by the Optionee;
 - (b) the Optionor shall if so requested in writing by the Optionee, deliver the resignations of any officers, directors and commissioners of the Company who are the nominees of the Optionor in a form suitable for immediate acceptance together with a complete release and discharge by such officers, directors and commissioners of any and all claims against the Company which may have arisen prior to the Completion Date;
 - (c) the Optionee shall deliver to the Optionor evidence of satisfaction of the Sale Price by an instrument acknowledging extinguishment of all or such portion of the Indebtedness as corresponds to the amount of the Sale Price and the delivery of such evidence shall constitute a complete discharge to the Optionor in respect of that amount of the Indebtedness so extinguished; and
 - (d) the Optionee shall be entitled to convene an Extraordinary General Meeting of Shareholders of the Company to approve the sale of the shares from the Optionor to the Optionee.

5. POWER OF ATTORNEY

5.1 In order to ensure the Optionee's rights under this Agreement, the Optionor hereby grants to the Optionee full right and power of attorney, with right of substitution, to take any and all actions in the name of the Optionor:

- (a) in the event any collective share certificate or any subsequently issued collective certificate or share certificate representing the Option Shares is lost or destroyed, to apply for and receive a substitute or replacement therefor;
- (b) to do and perform all acts including the right to attend and vote in any Annual or Extraordinary General Meetings of Shareholders which the Optionor as owners of the Option Shares would otherwise be entitled to do and perform; and
- (c) to register the sale and transfer of the Option Shares in the register of shareholders of the Company and for that purpose to sign the necessary applications and documents on behalf of the Optionor including, without limitation, the instruments of transfer described in Article 4.2(a), and furthermore, to do any and all legal acts required of the Optionor pursuant to the Articles of Association of the Company in order to properly register the Option Shares in the name of the Optionee, or any person or entity designated by the Optionee, in the register of shareholders of the Company and to perform other acts related to and incidental to the sale and transfer of the Option Shares.

5.2 The Power of Attorney granted in Article 5.1 hereof is irrevocable and forms an integral part of and is inseparable from this Agreement, which would not have been entered into without the granting of the powers herein contained. Therefore, the power of attorney shall not terminate by reason of the occurrence of any events mentioned in Articles 1813, 1814 and 1816 of the Indonesian Civil Code nor for any other reason until the Option has been exercised by the Optionee in respect of all of the Option Shares.

6. REORGANIZATION OF THE COMPANY

6.1 If any Reorganization shall take place after the date of this Agreement and before a Completion Date, all share stock and other securities (if any) which shall then be owned by the Optionor or its successors in interest as a result of such Reorganization and which shall derive (whether directly or indirectly) from the Option Shares shall be deemed to be subject to the

exercise to be effected as at such Completion Date and shall be transferred to Optionee in accordance with Article 4.2.

6.2 References in this Agreement to the Option Shares and the Sale Price shall be so construed as to give full effect to this Article.

7. REPRESENTATIONS AND WARRANTIES

7.1 The Optionor hereby represents and warrants to the Optionee as follows and acknowledges that the Optionee is relying upon such representations and warranties:

- (a) the Optionor is the registered owner of the Option Shares;
- (b) the Optionor has been duly incorporated and organized and is a valid and subsisting limited liability company under the laws of the Republic of Indonesia;
- (c) the Optionor has full corporate power and authority to execute and perform this Agreement including the giving of the Option;
- (d) the execution and performance by the Optionor of this Agreement has been duly authorized by all necessary corporate and other action of the Optionor to ensure that the Optionee or any person or entity designated by the Optionee will be able to exercise its Option to purchase the Option Shares in accordance with the provisions hereof, subject only to regulatory approval, and does not and will not violate any provision of any applicable law of the Republic of Indonesia or of the Articles of Association of the Optionor or any amendments thereto, and does not and will not result in a breach of, or constitute a default in, or require any consent under, any obligation of the Optionor, including but not limited to any indenture, bank loan or credit agreement, lease, contract, agreement or other instrument to which the Optionor is a party or by which the Optionor are bound;
- (e) this Agreement constitutes a valid and binding obligation of the Optionor enforceable in accordance with its terms; and
- (f) the Option Shares are free and clear of all mortgages, liens, charges, security interests, encumbrances, claims or demands of any nature howsoever arising except for the interests granted in favour of the Optionee pursuant to this Agreement and the Pledge of Shares.

7.2 All representations and warranties made herein or in any certificate, opinion or other document delivered by or on behalf of the Optionor hereunder shall conclusively be deemed to have been relied upon by the Optionee, notwithstanding any prior or subsequent investigation by the Optionee, and shall survive the fulfilment of all other transactions and deliveries contemplated hereunder and shall continue in full force and effect so long as any Indebtedness remains outstanding and unpaid.

8. COVENANTS OF OPTIONOR

8.1 The Optionor covenants and agrees with the Optionee that unless the Optionee has first consented in writing, the Optionor shall not redeem, transfer or otherwise sell any right, title or interest in or to the Option Shares or any other shares in the capital of the Company or permit mortgages, liens, pledges, charges, security interests, encumbrances, claims or demands of any nature against such shares howsoever arising except for the interests granted in favour of the Optionee in this Agreement, the Pledge of Shares and the Assignment of Dividends. The Optionor shall deliver or cause the Company to deliver to the Optionee all share certificates or collective certificates, whether temporary or permanent, evidencing the Option Shares, for the Optionee to hold for as long as the Option exists.

8.2 The Optionor covenants and agrees with the Optionee that the Optionor shall:

- (a) do or cause to be done all things necessary or required to ensure that no default of the Optionor exists under this Agreement, the Loan Agreement or the Pledge of Shares;
- (b) maintain the corporate existence of the Optionor in Indonesia; and
- (c) provide immediate notice of any breach of or default by the Optionor of this Agreement, the Loan Agreement or the Pledge of Shares.

9. ARBITRATION

This Article 9 sets forth the entire agreement of the Parties with respect to the settlement of any dispute, controversy or difference of any kind whatsoever (a "**Dispute**") among or between the Parties in connection with or relating to this Agreement, including, without limitation, any breach, termination or invalidity of this Agreement or any provision hereof. This Article 9 shall survive the termination or invalidity of this Agreement.

9.1 If any Dispute arises among or between any of the Parties, the Parties

shall for a period of thirty (30) days after the receipt by a Party of a notice from the other Party of the existence of a Dispute, attempt to settle such Dispute amicably in the first instance by mutual discussions between the Parties.

- 9.2 (a) If a Dispute cannot be settled amicably within the thirty (30) day period provided for in Article 9.1, such Dispute shall be settled by arbitration in accordance with the rules of the Singapore International Arbitration Centre (the “**Rules**”). All such arbitrations shall take place in Singapore.
- (b) The arbitration shall be conducted by a single arbitrator appointed by the mutual agreement of the Parties (the “**Arbitrator**”). If the Parties do not agree on the Arbitrator within seven (7) days of the filing of a notice of arbitration, the Arbitrator shall be appointed by the Chairman of the Singapore International Arbitration Centre. The Parties will request that the Arbitrator render a decision no more than sixty (60) calendar days following the commencement of proceedings with respect thereto; provided that in the event the Arbitrator is unable to render its award within such sixty (60) calendar day period, the Parties agree that Article 48(1) of Law No. 30 of 1999 of the Republic of Indonesia (the “**Arbitration Law**”) shall not apply to limit the time period within which hearings must be held. The Arbitrator shall have the authority to award any remedy or relief proposed by the Parties, including without limitation, a declaratory judgment, specific performance or the issuance of an injunction.
- (c) Without prejudice to the application of any law, this Article 9.2 is intended to be an arbitration agreement within the meaning of the Arbitration Law and shall irrevocably bind the Parties to submit all disputes to final and binding arbitration.
- (d) The Arbitrator is entitled to assess costs against a Party who has failed to comply with any rules of arbitration and otherwise as provided in subsection (b) of this Article 9.2 above. The award of the Arbitrator shall be final, binding and incontestable and may be used as a basis for judgment thereon in any court or other judicial authority having competent jurisdiction in Indonesia or elsewhere. The Arbitrator shall issue its award in the English language together with the reasons for the award, which include detailed findings of fact.
- (e) The Parties expressly agree:
- (i) that there shall be no appeal to any court from the decision

or award of the Arbitrator and the Parties hereby waive any provision of Indonesian law that would otherwise give a Party the right to appeal or challenge any decision or award of the Arbitrator;

- (ii) that the mandate of an Arbitrator duly constituted under this Article 9.2 shall remain in effect until a final arbitration award has been issued by the Arbitrator; and
 - (iii) that, in accordance with Article 60 of the Arbitration Law, no Party shall be entitled to seek annulment, suspension or cancellation of an arbitration award, unless the Arbitrator rendering the award or another arbitration tribunal appointed under this Article 9.2 subsequently determines that the arbitration award contains or is expressly based upon any one of the elements set forth in Article 70 of the Arbitration Law.
- (f) No Party shall be entitled to commence or maintain any action in a court of law upon any matter which has been submitted to arbitration hereunder until such matter shall have been determined as provided in this Article 9.2 and then only for the enforcement of an arbitration award.
- (g) Decisions or awards of an Arbitrator in any arbitration under this Article 9.2 shall include a determination of the Party or Parties who shall pay the costs and expenses of the Arbitrator, the administrative costs of the arbitration, the legal fees incurred by the Party or Parties, the cost and expenses of witnesses and all other costs and expenses necessarily incurred in the opinion of the Arbitrator in order to settle the dispute before the Arbitrator. The Parties hereby waive any provision of Indonesian law or practice that would otherwise preclude the awarding of such costs, expenses and legal fees against any Party.
- (h) For purposes of Article 5 paragraph 1 of the Arbitration Law, the Parties agree that the relationship among the Parties is commercial in nature and disputes between or among the Parties related to this Agreement shall be deemed commercial.
- (i) Without limiting the application of any law, and without prejudice to a Party's right to seek enforcement in any forum of any jurisdiction, the Parties hereby choose for the purpose of enforcing any arbitration award the general, permanent and non-exclusive domicile of the Office of the Registrar of the District Court of Central Jakarta (*Kantor Panitera Pengadilan Negeri Jakarta*

Pusat). In this regard, the Parties agree that the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards of 1958 shall apply to awards made in arbitrations under this Article 9.2 except that the Parties expressly agree to waive the applicability of Article V(1)(e) and Article VI thereof.

- 9.3 Pending the submission to arbitration and until the Arbitrator issues its decision, each Party must, except in the event of expiration, termination or failure by the other Party to obey or comply with the specific order or decision of the arbitration panel, continue to perform all its obligations under this Agreement without prejudice to a final adjustment in accordance with the award.

10. NOTICES

Any notice, request, demand or other communication to be made or given in connection with this Agreement shall be in writing and may be effectively given by delivering the same, by sending the same by prepaid air courier (confirmation of receipt requested), or by facsimile transmission addressed or sent to the addresses hereinafter set forth:

- (i) if sent to Optionor, to the following:

[*]

Attention: Director

Facsimile Transmission No.: [*]

- (ii) if sent to Optionee, to the following:

[*]

Attention: [*]

Facsimile Transmission No.: [*]

with a copy to the Company:

[*]

Attention: [*]

Facsimile Transmission No.: [*]

Any notice, request, demand or other communication shall be conclusively deemed to have been given upon receipt if delivered personally, or 5 (five) business days after the delivery to the air courier if by air courier, or 1 (one) business day after transmission, as evidenced by the sender's transmission confirmation report, if sent by facsimile transmission. In this Agreement, a "business day" means any day except Sunday or a statutory holiday in the jurisdiction of the addressee. Any Party may change its address for service from time to time by giving notice to the other parties in accordance with the foregoing provisions.

11. FEES AND EXPENSES

The Optionor agrees to pay all costs of the Optionee, including without limitation, legal and other fees and expenses associated with the enforcement of the Option.

12. AMENDMENTS AND WAIVER

No waiver of any provision of this Agreement shall be deemed to constitute a waiver of any other provision of this Agreement, or subsequent breach of the same, or of any other provision. This Agreement may be amended only in a writing signed by the Parties.

13. ASSIGNMENT OF AGREEMENT

Neither this Agreement nor any rights or obligations hereunder may be assigned or transferred (including any assignment or transfer by operation of law or otherwise) by either Party hereto without the prior written consent of the other, provided that the Optionee may assign all but not a part of this Agreement to any affiliate or subsidiary without the prior written consent of Optionor. The Optionee shall notify the Optionor of any such assignment.

14. GOVERNING LAW

The validity, interpretation and enforcement of this Agreement shall be governed by the laws of the Republic of Indonesia.

15. SEVERABILITY

In the event any term or provision of this Agreement shall for any reason be invalid, illegal or unenforceable in any respect, the Optionee in its sole discretion shall have the right to either terminate this Agreement by giving at least 5 (five) business days' prior notice to the Optionor or declare by notice to the Optionor that such invalidity, illegality or enforceability shall not affect any other term or provision hereof. In the latter event, this Agreement shall be interpreted and construed as if such term or provision, to the extent unenforceable, had never been contained herein.

16. LANGUAGE

This Agreement is executed in the English language and despite translation into the Indonesian language, the executed English language version shall be controlling in the event a question of interpretation arises.

17. HEADINGS

Headings herein are inserted solely for convenience of reference and shall not affect the construction or interpretation of this Agreement.

18. FURTHER ASSURANCES

From time to time, the Optionor shall at the request of the Optionee, execute and deliver such additional instruments, documents and other assurances as may, in the opinion of counsel for the Optionee, be reasonably required to carry out the intent of this Agreement. Such additional instruments, documents and other assurances shall be in form and substance satisfactory to the Optionee.

19. TERMINATION

19.1 This Agreement shall become effective upon its execution by the Parties, and unless earlier terminated by mutual agreement, shall remain in effect until the earlier of (i) the Option being exercised and completed as to all of the Option Shares in accordance with Article 4 or (ii) the Indebtedness being otherwise extinguished.

19.2 The Parties expressly waive Articles 1266 and 1267 of the Indonesian Civil Code to the extent necessary to effect termination of this Agreement as provided herein without judicial involvement.

IN WITNESS WHEREOF, this Agreement has been entered into as of the date first written above.

[*]

By : _____

Name :

Title :

[*]

By : _____

Name : _____

Title : _____

Acknowledgement by the Company as of _____, 2007

[*]

By : _____

Name : _____

Title : President Director

SHARE PURCHASE OPTION AGREEMENT

BETWEEN

[*]

AND

[*]

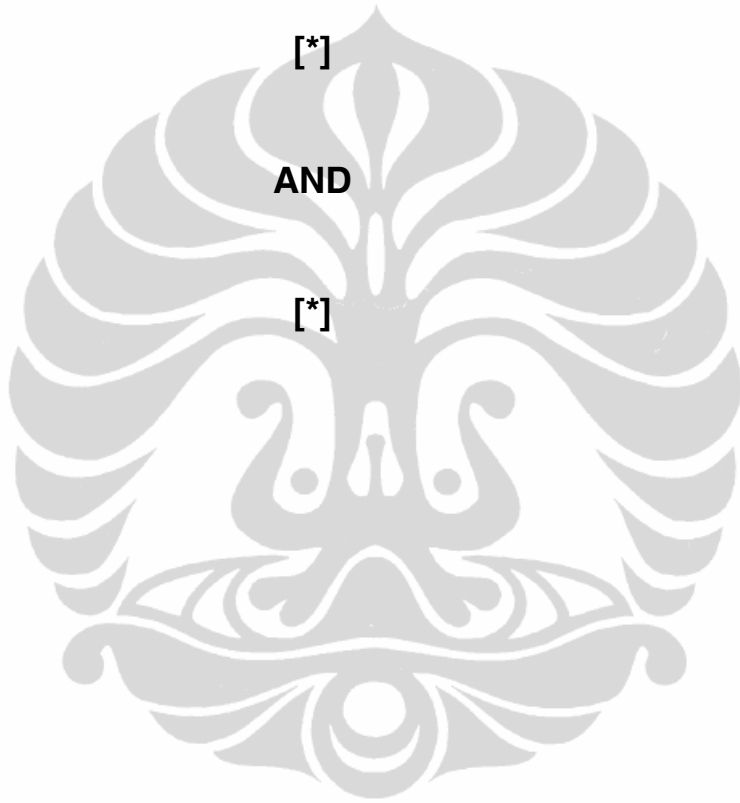


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