

**AMENDMENT AND/OR ADDITIONAL INFORMATION TO INFORMATION DISCLOSURE TO
SHAREHOLDERS OF
PT SEJAHTERARAYA ANUGRAHJAYA TBK
IN THE CONTEXT OF CAPITAL INCREASE WITHOUT PRE-EMPTIVE RIGHTS**

THIS INFORMATION DISCLOSURE IS IMPORTANT TO BE CONSIDERED BY THE COMPANY'S SHAREHOLDERS TO MAKE DECISIONS IN CONNECTION WITH THE COMPANY'S PLAN TO INCREASE CAPITAL WITHOUT PRE-EMPTIVE RIGHTS ("PMTHMETD") TO FULFILL THE PROVISIONS OF OTORITAS JASA KEUANGAN ("OJK") REGULATION NO. 32/POJK.04/2015 REGARDING CAPITAL INCREASE OF PUBLIC COMPANIES BY PROVIDING PRE-EMPTIVE RIGHTS AS AMENDED BY OJK OJK REGULATION NO. 14/POJK.04/2019 REGARDING THE AMENDMENT OF OJK REGULATION NO. 32/POJK.04/2015 REGARDING CAPITAL INCREASE OF PUBLIC COMPANIES BY PROVIDING PRE-EMPTIVE RIGHTS.

IF YOU HAVE ANY DIFFICULTY IN UNDERSTANDING THE INFORMATION CONTAINED IN THIS DISCLOSURE OR ARE IN DOUBT AS TO HOW TO MAKE A DECISION, YOU SHOULD CONSULT A COMPETENT PERSON OR PROFESSIONAL ADVISOR.



PT SEJAHTERARAYA ANUGRAHJAYA TBK

Business activities:
Private Hospital Activities

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DEFINITIONS AND ABBREVIATIONS

IDX	: Indonesia Stock Exchange.
HPIL	: High Pro Investment Limited.
OJK	: The Indonesian Financial Services Authority (<i>Otoritas Jasa Keuangan</i>) which has the functions, duties and powers of regulation, supervision, examination and investigation as stipulated in Law No. 21 of 2011 on the Otoritas Jasa Keuangan, as amended by Law No. 4 of 2023 on Development and Strengthening of Financial Services Sector.
KKS	: PT Karya Kharisma Sentosa, a limited liability company established under and subject to the laws of the Republic of Indonesia, which 99.99% of its shares are owned by the Company.
Financial Report 2023	: The Company's consolidated financial statements audited by Public Accounting Firm Amir Abadi Jusuf, Aryanto, Mawar & Rekan for the period ended 31 December 2023 and obtained a fair opinion in all material respects in accordance with Indonesian Financial Accounting Standards based on Independent Auditor's Report No. 00248/2.1030/AU.1/05/0181-1/1/III/2024 dated 27 March 2024 signed by Benny Andria (Public Accountant License Number: AP.0181).
Financial Report March 2024	: The Company's consolidated financial statements as of 31 March 2024 and 31 December 2023, and for the 3-month period ending 31 March 2024 and 2023, that have been signed by the Company's Board of Directors based on the Statement Letter dated 29 April 2024.
Mayapada Hospital Bandung	: Mayapada Hospital is located at Jl. Terusan Buah Batu No.5, Batununggal, Bandung Kidul District, Bandung City, West Java.
Mayapada Hospital South Jakarta	: Mayapada Hospital is located at Jl. Lebak Bulus I Kav. 29, West Cilandak, Cilandak District, South Jakarta.
Mayapada Hospital Kuningan	: Mayapada Hospital is located at Jl. H. R. Rasuna Said Blok C Kav.17, Karet Kuningan, Setiabudi District, South Jakarta.
Mayapada Hospital Surabaya	: Mayapada Hospital is located at Jl. Mayjen Sungkono No.16-20, Pakis, Sawahan District, Surabaya City, East Java.
MOLHR	: Minister of Law and Human Rights (formerly known as Minister of Justice of the Republic of Indonesia, Minister of Justice and Human Rights of the Republic of Indonesia, or Minister of Law and Legislation of the Republic of Indonesia).
NKM	: PT Nirmala Kencana Mas, a limited liability company established under and subject to the laws of the Republic of Indonesia, which 99.81% of its shares are owned by the Company.
NSK	: PT Nusa Sejahtera Kharisma, a limited liability company established under and subject to the laws of the Republic of Indonesia, which 99.99% of its shares are owned by the Company.

Regulation 32/2015	: OJK Regulation No. 32/POJK.04/2015 regarding Capital Increase of Public Companies with Pre-emptive Rights as amended by Regulation 14/2019.
Regulation 14/2019	: OJK Regulation No. 14/POJK.04/2019 regarding amendments to Regulation 32/2015.
Regulation 15/2020	: OJK Regulation No. 15/POJK.04/2020 dated 21 April 2020 concerning the Plan for Holding the General Meeting of Shareholders of Public Companies.
Regulation 17/2020	: OJK Regulation No. 17/POJK.04/2020 dated 21 April 2020 concerning Material Transactions and Changes in Business Activities.
Regulation 42/2020	: OJK Regulation No. 42/POJK.04/2020 dated 2 July 2020 concerning Affiliated Transaction and Conflict of Interest.
Company/SRAJ	: PT Sejahteraraya Anugrahjaya Tbk.
Shareholder Loan Agreement	: Series A Loan Agreement, Series B Loan Agreement, Series C Loan Agreement, Series D Loan Agreement, Series E Loan Agreement and Series F Loan Agreement.
Series A Loan Agreement	: Loan Agreement regarding Loan Facility dated 6 June 2012 jo. Addendum dated 1 April 2013 jo. Addendum of Loan Agreement No. 08/2015 dated 1 June 2015 jo. Addendum to Loan Agreement No. 6/2016 dated 6 June 2016 between SCIC (as the lender) and the Company (as the loan recipient), all privately made and dully stamped.
Series B Loan Agreement	: Loan Agreement on Series B Loan Facility dated 20 June 2016 jo. Addendum dated 2 January 2018 between SCIC (as the lender) and the Company (as the borrower), all privately made and dully stamped.
Series C Loan Agreement	: Loan Agreement on Series C Loan Facility dated 7 April 2017 between SCIC (as lender) and the Company (as borrower), privately made and dully stamped.
Series D Loan Agreement	: Loan Agreement on Series D Loan Facility dated 21 April 2017 jo. Addendum dated 22 April 2019 between SCIC (as the lender) and the Company (as the borrower), privately made and dully stamped.
Series E Loan Agreement	: Loan Agreement on Series E Loan Facility dated 6 September 2017 between SCIC (as lender) and the Company (as borrower), privately made and dully stamped.
Series F Loan Agreement	: Loan Agreement on Loan Facility No. 009/MHG-SRAJ/PKS/IX/2021 dated 21 September 21 between SCIC (as lender) and the Company (as borrower), privately made and dully stamped.
PMTHMETD	: Capital Increase without Pre-emptive Rights in accordance with the provisions of Regulation 14/2019.

GMS	:	General Meeting of Shareholders.
Independent GMS	:	GMS attended by independent shareholders of the Company in accordance with the provisions of Regulation 15/2020.
SAS	:	PT Sejahtera Abadi Solusi, a limited liability company established under and subject to the laws of the Republic of Indonesia, which 99.99% of its shares are owned by the Company.
SCIC	:	PT Surya Cipta Inti Cemerlang.
SIS	:	PT Sejahtera Inti Sentosa, a limited liability company established under and subject to the laws of the Republic of Indonesia, which is 99.99% owned by the Company.

INTRODUCTION

This Information Disclosure is made so that shareholders can obtain complete information regarding the PMTHMETD as regulated in Regulation 14/2019. Based on the prevailing laws and regulations, including Regulation 14/2019, as well as the Company's articles of association, the PMTHMETD must first obtain approval from the Company's independent shareholders.

In accordance with the provisions of Regulation 14/2019, the Company submits this Information Disclosure with the intention of providing clear information regarding the PMTHMETD so that the Company's independent shareholders can give their approval at the Company's Independent GMS which is planned to be held on 12 August 2024.

The PMTHMETD will be conducted in accordance with the provisions of the Company's articles of association and prevailing laws and regulations.

As of the date of this Information Disclosure, the Company is not aware of and has not received any objection from any party related to the proposed PMTHMETD.

INFORMATION ON CAPITAL INCREASE WITHOUT PRE-EMPTIVE RIGHTS

A. Reason and Purpose of PMTHMETD

In order to invite strategic investors who are interested in investing their capital in the Company to provide added value to the Company's performance, the Company plans to carry out PMTHMETD in accordance with Article 3 letter b and Article 8C of Regulation 14/2019. In addition, the Company also intends to improve its financial performance by making repayment of the Company's debt to SCIC based on the Company's Shareholders Agreement, as will be described in more detail in this Information Disclosure.

The PMTHMETD is expected to help the development of the Company's business through the construction of several projects such as the expansion of Mayapada Hospital South Jakarta and also the construction of new hospitals such as Mayapada Apollo Batam International Hospital in Batam and Mayapada Hospital Surabaya 2. The PMTHMETD is also expected to improve the Company's capital structure and ease the Company's financial burden, so it is considered the best choice for the Company and all shareholders of the Company.

In accordance with Article 8C paragraph (1) of Regulation 14/2019, the Company plans to issue new shares at a maximum of 10% of the total issued and fully paid-up shares or paid-up capital of the Company on 4 July 2024, which is the date of the announcement of the Independent GMS, namely up to 1,200,070,544 new shares, each with a nominal value of Rp100.

In connection with the above and in accordance with Article 8A of Regulation 14/2019, in conducting PMTHMETD, the Company must first obtain the approval of independent shareholders. The Company plans to hold an Independent GMS on 12 August 2024 and therefore the Company delivers the

information as stated in this Information Disclosure so that all independent shareholders of the Company are fully informed about the PMTHMETD plan and approve the plan at the Independent GMS.

B. Proposed Use of Proceeds from PMTHMETD

Depending on the amount of funds that the Company can obtain from the PMTHMETD, after deducting the costs related to PMTHMETD, the Company plans to use the proceeds from the PMTHMETD for the following purposes:

1. To support the funding needs of the Company group's future hospital project development, among others:
 - a. Approximately Rp497,765,262,700 for capital injection to NKM, which will then be used by NKM for the construction of Tower 3 Mayapada Hospital South Jakarta and the purchase of additional medical equipment.

The current building area of Mayapada Hospital South Jakarta is ±46,230m² which consists of Tower 1 and Tower 2. NKM plans to add an additional building, Tower 3, with an estimated building area of approximately ±42,000m² which is expected to consist of approximately 23 floors and can accommodate approximately ±100 beds.

The estimated proforma of capital structure of NKM before and after the Company's capital injection is as follows:

Shareholder Structure	Before Capital Injection by the Company			After Capital Injection by the Company		
	Nominal value Rp100 per share			Nominal value Rp100 per share		
	Number of Shares	Nominal Value (IDR)	(%)	Number of Shares	Nominal Value (IDR)	(%)
Authorized Capital	20,000,000,000	2,000,000,000,000	-	20,000,000,000	2,000,000,000,000	-
Issued and Paid-up Capital						
Company	13,118,881,516	1,311,888,151,600	99,81	18,096,534,143	1,809,653,414,300	99,86
Dato' Sri Prof. Dr Tahir, MBA	25,000,000	2,500,000,000	0,19	25,000,000	2,500,000,000	0,14
Total	13,143,881,516	1,314,388,151,600	100,00	18,121,534,143	1,812,153,414,300	100,00
Shares in Portepel	6,856,118,484	685,611,848,400	-	1,878,465,857	187,846,858,700	-

Availability of location:

The expansion of Mayapada Hospital South Jakarta will be carried out at Jl. Lebak Bulus I Kav. 29, West Cilandak, Cilandak District, South Jakarta on 19 parcels of land with Right to Build Certificates (*Hak Guna Bangunan*) owned by NKM with a total land area of 38,824m² and all valid until 2038.

As of the date of this Information Disclosure, such lands owned by NKM are not being secured or leased to any party, and are not involved in any dispute.

Required material licences:

- (i) **Hospital Business Licence:** NKM has obtained the Hospital Operating Permit Extension No. 91200046911450004 dated 9 December 2023 valid until 1 December 2028, which grants NKM permission to operate Mayapada Hospital South Jakarta as a Class B Hospital.
- (ii) **Building Construction Permit/Building Approval:** The permit application process will be carried out after there is certainty of proceeds from the implementation of the PMTHMETD, estimated to be no later than the 4th quarter of 2025.

- (iii) **Revised Environmental Approval:** As of the date of this Information Disclosure, NKM has an Environmental Permit for Mayapada Hospital South Jakarta based on the Decree of the Head of the Regional Environmental Management Agency of the Special Capital Region of Jakarta Province Number 47 of 2014 dated 29 January 2014. The expansion of Mayapada Hospital South Jakarta requires changes to environmental approvals, including NKM's Environmental Permit. The process of applying for revision of environmental approvals will be conducted after there is certainty of proceeds from the implementation of PMTHMETD, estimated to be no later than the 4th quarter of 2025.
- (iv) **Building Worthiness Certificate:** The application process for the Building Worthiness Certificate will be conducted after the commencement of construction of the Mayapada Hospital South Jakarta expansion, estimated to be no later than the first quarter of 2026.
- (v) **Approval of Conformity of Spatial Utilization Activities ("PKKPR"):** The Company will process the PKKPR at the time of the project implementation licence process, estimated to be no later than the 4th quarter of 2025. Based on the information available on the DKI Jakarta Detailed Spatial Plan (RDTR) information system on the Jakarta Satu website, as of the date of this Information Disclosure, the allocation of land to be used in the development of Tower 3 of Mayapada Hospital South Jakarta is in accordance with applicable spatial regulations.

The estimated time for processing all of the above licences is no later than 24 months from the licensing process commences.

There are no other material licences required by NKM or the Company to expand Mayapada Hospital South Jakarta as described above.

Agreement which has been signed:

As of the date of this Information Disclosure, NKM has not signed any agreement with third parties (including service providers or contractors) in connection with the construction of the expansion of Mayapada Hospital South Jakarta.

Utilisation and benefits of the project to the Company:

To date, Mayapada Hospital South Jakarta has operated a total of 17 floors available in Tower 1 and Tower 2 consisting of polyclinics, inpatient rooms, treatment rooms and other supporting facilities for hospital operations.

The Company also sees the need to expand healthcare services, particularly in relation to the development of specialities in heart disease, cancer and organ transplantation. Taking into account both of these matters, the Company plans to expand to increase the capacity and utility of Mayapada Hospital South Jakarta by building Tower 3, on land that is currently vacant at the location of Mayapada Hospital South Jakarta, with an estimated building area of approximately ±42,000m² which is expected to consist of approximately 23 floors and can accommodate around ±100 beds, and is equipped with medical equipment specialising in heart, cancer and organ transplantation. The construction of Tower 3 is expected to bring the following benefits, among others as follows:

- Additional bed capacity to improve service to patients;
- Additional area for the placement of additional state-of-the-art medical equipment as a form of providing more complete, comprehensive and up-to-date health services to the community; and
- Improved cardiac, neurological, cancer and organ transplant speciality services.

- b. Approximately Rp497,765,262,700 for capital injection to PT Anugrah Inti Bahagia ("**AIB**"), a subsidiary of the Company, which will then be used by AIB for the construction of the Mayapada Apollo Batam International Hospital building and purchase of medical equipment.

AIB plans to build a new hospital, Mayapada Apollo Batam International Hospital with an estimated building area of approximately ±39,000m² which is expected to consist of approximately 15 floors and can accommodate approximately ±250 beds.

The estimated proforma of capital structure of AIB before and after the Company's capital injection is as follows:

Shareholder Structure	Before Capital Injection by the Company			After Capital Injection by the Company		
	Nominal value Rp100 per share			Nominal value Rp100 per share		
	Number of Shares	Nominal Value (IDR)	(%)	Number of Shares	Nominal Value (IDR)	(%)
Authorized Capital	40,000	4,000,000,000	-	20,000,000	2,000,000,000,000	-
Issued and Paid-up Capital						
Company	9,900	990,000,000	99,00	4,987,553	498,755,300,000	99,99
Jonathan Tahir	100	10,000,000	1,00	100	10,000,000	0,01
Total	10,000	1,000,000,000	100,00	4,987,653	498,765,300,000	100,000
Shares in Portepel	30,000	3,000,000,000	-	15,012,347	1,501,234,700,000	-

Availability of location:

Mayapada Apollo Batam International Hospital project is planned to be built on ±30,000m² of land located in the Health Tourism Special Economic Zone (“SEZ”) in Sekupang, Batam which has obtained principle approval of the draft government regulation for the establishment of SEZ based on the Letter of the Minister of State Secretary of the Republic of Indonesia No. B-315/M/D-1/HK.02.03/07/2024 dated 2 July 2024. The land is part of the land owned by the Batam Free Trade Zone and Free Port Concession Agency.

Required material licences:

The material licences required for the construction of Mayapada Apollo Batam International Hospital are Approval of Conformity of Spatial Utilization Activities from the Batam International Health Tourism SEZ authority, Hospital Business Licence, Building Permit/Building Approval, Environmental Approval and Building Worthiness Certificate. The process of applying for such material licences will be carried out after there is certainty of proceeds from the implementation of the PMTHMETD, estimated to be no later than the 4th quarter of 2025.

The estimated time for processing all of the above licences is no later than 24 months from the licensing process commences.

There are no other material licences required for the Mayapada Apollo Batam International Hospital development project.

Agreement which has been signed:

Up to the date of this Information Disclosure, the Company has entered into a cooperation agreement with Apollo Hospital Group which generally regulates the cooperation plan for the management of Mayapada Apollo Batam International Hospital.

Utilisation and benefits of the project to the Company:

To date, the Company does not have a hospital in Batam and therefore there is no current utilisation of the building and supporting facilities and medical equipment in Batam.

The Mayapada Apollo Batam International Hospital project is expected to bring benefits, including the following:

- Improving the quality of healthcare in Indonesia through the provision of international standard healthcare services, in partnership with the world's leading healthcare provider network, Apollo Hospital Group;

- Attract potential Indonesian medical tourists, namely the people in the Sumatra Island region as well as Indonesians who seek treatment abroad, thereby increasing the Company's revenue;
 - Attract potential foreign medical tourists such as Malaysia and Singapore, thus increasing the Company's revenue; and
 - Restrain foreign exchange outflows caused by public health spending.
- c. Approximately Rp248,882,631,300 for capital injection to PT Sejahtera Karunia Semesta (“SKS”), a subsidiary of the Company, which will then be used by SKS to purchase land for the Mayapada Hospital Surabaya 2 project.

The estimated proforma of capital structure of SKS before and after the Company's capital injection is as follows:

Shareholder Structure	Before Capital Injection by the Company			After Capital Injection by the Company		
	Nominal value Rp100 per share			Nominal value Rp100 per share		
	Number of Shares	Nominal Value (IDR)	(%)	Number of Shares	Nominal Value (IDR)	(%)
Authorized Capital	40,000	4,000,000,000	-	10,000,000	1,000,000,000,000	-
Issued and Paid-up Capital						
Company	9,900	990,000,000	99,00	2,498,726	249,872,600,000	99,99
Jonathan Tahir	100	10,000,000	1,00	100	1,000,000	0,01
Total	10,000	1,000,000,000	100,00	2,498,826	249,882,600,000	100,00
Shares in Portepel	30,000	3,000,000,000	-	7,501,174	750,117,400,000	-

Availability of location:

As of the date of this Information Disclosure, the Company is still assessing several land location options in Surabaya.

In assessing land location options, the Company will conduct a series of due diligence processes including ensuring that the land to be purchased for Mayapada Hospital Surabaya 2 is free from any liens, disputes or leases to other parties and is in accordance with the land designation based on local regulations in Surabaya.

Required material licences:

The material permits required for the purchase of land and construction of Mayapada Hospital Surabaya 2 are Approval of Conformity of Space Utilisation Activities, Hospital Operational Permit, Building Permit/Building Approval, Environmental Approval and Building Worthiness Certificate. The process of applying for these material licences will be carried out after there is certainty of the proceeds from the implementation of the PMTHMETD, estimated to be no later than the 4th quarter of 2025.

The estimated time for processing all of the above licences is no later than 24 months from the licensing process commences.

There are no other material permits required for land purchase and initial construction of the Mayapada Hospital Surabaya 2 project.

Agreement which has been signed:

As of the date of this Information Disclosure, the Company has not entered into any agreement with any third party in relation to the purchase of land for the construction of Mayapada Hospital Surabaya 2 project.

Utilisation and benefits of the project to the Company:

To date, Mayapada Hospital Surabaya (located at Jl. Mayjen Sungkono No.16-20, Pakis, Sawahan Sub-district, Surabaya City, East Java) has operated a total of 15 floors consisting of polyclinics, inpatient rooms, action rooms and other supporting infrastructure for hospital operations.

The Company also sees the need for health services for the Surabaya area. Taking this into consideration, the Company plans to purchase land for the construction of Mayapada Hospital Surabaya 2 which is expected to bring benefits, among others as follows:

- Expanding the type and scope of health services in the Surabaya area in general and to the East Surabaya area in particular.
- Increase the Company's revenue potential.

If the realisation of the plan to use the proceeds from the implementation of PMTHEMED for the development of the aforementioned projects constitutes a material transaction as stipulated in Regulation 17/2020, an affiliated transaction under Regulation 42/2020 and/or a conflict of interest transaction under Regulation 42/2020, then the Company must comply with the provisions stipulated in Regulation 17/2020 and Regulation 42/2020 when realising the proposed use of proceeds.

2. Repayment of the Company's debt to SCIC based on the Company's Shareholder Loan Agreement. The history of the Company's Shareholders Agreement is described below:

No.	Loan Agreement	Parties to the Agreement	Description of the Loan Agreement	Outstanding Amount as of the date of this Information Disclosure	Use of Proceeds of the Loan Funds
1.	Series A Loan Agreement	Lenders: SCIC Borrower: Company	a. Maximum Loan Amount: Rp300,000,000,000 b. Term of Loan: There is no specific term. Repayment of the loan facility will be made at any time in accordance with the Company's financial capabilities. c. Interest Rate: No interest charged.	IDR289,084,399,800	Financing the construction of Mayapada Hospital South Jakarta by NKM. The Company disbursed funds from the series A Loan Agreement to NKM through a loan with a maximum loan amount of Rp400,000,000,000 based on the Loan Agreement dated 6 June 2012 as last amended by Addendum to Loan Agreement No. 01/2020 dated 21 December 2020 (" Company-NKM Agreement "). There is no specific term of the Company-NKM Agreement. Repayment of the loan facility will be made at any time in accordance with the ability of NKM. As of the date of this Information Disclosure, the outstanding principal amount of NKM to the Company under the Company-NKM Agreement amounted to Rp2,236,166,484.
2.	Series B Loan Agreement	Lenders: SCIC Borrower: Company	a. Maximum Loan Amount: Rp400,000,000,000 b. Term of Loan: There is no specific term. Repayment of the loan facility will be made at any time in accordance with the Company's ability. c. Interest Rate: No interest charged.	Rp271,010,319,878	Purchase of land and construction cost for the expansion of Mayapada Hospital Surabaya by SAS. The Company disbursed funds from the series B Loan Agreement to SAS through a loan with a maximum loan amount of Rp 200,000,000,000 based on the Loan Agreement dated 20 June 2016, as lastly amended by Addendum III dated 20 June 2019 (" Company-SAS Agreement "). There is no specific term of the Company-SAS Agreement. Repayment of the loan facility will be made at any time in accordance with the ability of SAS. As of the date of this Information Disclosure, the outstanding principal amount of SAS to the

No.	Loan Agreement	Parties to the Agreement	Description of the Loan Agreement	Outstanding Amount as of the date of this Information Disclosure	Use of Proceeds of the Loan Funds
					Company based on the Company-SAS Agreement is Rp177,434,494,329.
3.	Series C Loan Agreement	Lenders: SCIC Borrower: Company	a. Maximum Loan Amount: Rp150,000,000,000 b. Term of Loan: There is no specific term. Repayment of the loan facility will be made at any time in accordance with the Company's ability. c. Interest Rate: No interest charged.	Rp150,013,333,342	Purchase of land located in Jakarta Garden City, Jl. Raya Cakung Cilincing KM 0.5, East Jakarta for the purpose of construction of Mayapada hospital by KKS. The Company disbursed funds from the Series C Loan Agreement to KKS through a loan with a maximum loan amount of Rp150,000,000,000 based on Loan Agreement No. 001/PT-SRAJ/PP/IV-2017 dated 7 April 2017, as amended by Addendum to Loan Agreement dated 2 January 2018 (" Company-KKS Agreement "). Repayment of the loan facility under the Company-KKS Agreement will be made in instalments in accordance with KKS's financial capacity and will mature on 7 April 2019. As of the date of this Information Disclosure, the outstanding principal amount of KKS to the Company based on the Company-KKS Agreement is Rp2,000,050,008.
4.	Series D Loan Agreement	Lenders: SCIC Borrower: Company	a. Maximum Loan Amount: Rp400,000,000,000 b. Term of Loan: There is no specific term. Repayment of the loan facility will be made at any time in accordance with the Company's ability. c. Interest Rate: No interest charged.	Rp224,240,097,580	Lease payments, building renovations and purchase of <i>medical equipment for the expansion of Mayapada Hospital Kuningan</i> by SIS. The Company disbursed funds from the Series D Loan Agreement to SIS through a loan with a maximum loan amount of Rp400,000,000,000 based on Loan Agreement No. 002/PT-SRAJ/PP/IV-2017 dated 21 April 2017 as last amended by Addendum II of the Loan Agreement dated 22 April 2019 (" Company-SIS Agreement 1 "). There is no specific term of the Company-SIS 1 Agreement. The repayment of the loan facility will be made at any time in accordance with SIS' ability. As of the date of this Information Disclosure, there is no outstanding principal amount owed by SIS to the Company under the Company-SIS 1 Agreement.
5.	Series E Loan Agreement	Lenders: SCIC Borrower: Company	a. Maximum Loan Amount: Rp125,000,000,000 b. Timeframe: There is no specific term. Repayment of the loan facility will be made at any time in accordance with the Company's ability. c. Interest Rate: No interest charged.	Rp119,400,238,407	Purchase of a plot of land for the purpose of expansion of Mayapada Hospital Bandung by NSK. The Company disbursed funds from the Series E Loan Agreement to NSK through a loan with a maximum loan amount of Rp125,000,000,000 based on Loan Agreement No. 003/PT-SRAJ/PP/IX-2017 dated 6 September 2017, as last amended by Addendum II of the Loan Agreement dated 9 September 2019 (" Company-NSK Agreement "). There is no specific term of the Company-NSK Agreement. Repayment of the loan facility will be made in instalments in accordance with NSK's financial capability. Repayment can be in cash or converted into other forms. As of the date of this Information Disclosure, there is no outstanding principal amount owed by

No.	Loan Agreement	Parties to the Agreement	Description of the Loan Agreement	Outstanding Amount as of the date of this Information Disclosure	Use of Proceeds of the Loan Funds
					NSK to the Company under the Company-NSK Agreement.
6.	Series F Loan Agreement	Lenders: SCIC Borrower: Company	<p>a. Maximum Loan Amount: Rp450,000,000,000</p> <p>b. Term: 3 months from the date of the Series F Loan Agreement. If the Company is unable to repay the loan, the term of the Series F Loan Agreement will be extended automatically.</p> <p>c. Interest Rate: No interest charged.</p>	Rp450,000,000,000	<p>Repayment of the Company and NKM loans to PT Bank Negara Indonesia (Persero) Tbk ("Bank BNI") based on:</p> <p>(i) Deed of Credit Agreement No. 18 dated 9 June 2020, between Bank BNI as creditor and the Company as debtor;</p> <p>(ii) Deed of Credit No. 30 dated 28 July 2020, between Bank BNI as creditor and SIS as debtor;</p> <p>(iii) Deed of Credit No. 31 dated 28 July 2020, between Bank BNI as creditor and SIS as debtor;</p> <p>all of which made before Wenda Taurusita Amidjaja S.H., Notary in Jakarta.</p> <p>The Company disbursed part of the funds from the Series F Loan Agreement to SIS through a loan with a maximum loan amount of Rp255,000,000,000 based on Loan Agreement No. 009/MHG-SRAJ/PKS/IX/2021 dated 30 September 2021 ("Company-SIS Agreement 2"). The Company-SIS Agreement 2 is valid for 1 year from the date of agreement and will be extended automatically for 1 year if SIS has not been able to make repayments. As of the date of this Information Disclosure, there is no outstanding principal amount owed by SIS to the Company under the Company-SIS Agreement 2.</p> <p>As of the date of this Information Disclosure, there is no outstanding principal amount owed by SIS to the Company under the Company-SIS Agreement 2.</p>

Assuming that the trading price of the Company's shares at the time of the PMTHMETD has a value at least equal to the current trading price of the Company's shares, the outstanding amounts under each of the Series A Loan Agreement, Series B Loan Agreement, Series C Loan Agreement, Series D Loan Agreement, Series E Loan Agreement and Series F Loan Agreement as disclosed above will be paid in full after the implementation of PMTHMETD.

If there is any remaining amount payable under each of the Series A Loan Agreement, Series B Loan Agreement, Series C Loan Agreement, Series D Loan Agreement, Series E Loan Agreement and Series F Loan Agreement, such remaining amount will be repaid in stages by the Company to SCIC in accordance with the Company's financial capacity and/or other terms and conditions binding on the Company.

The proposed use of proceeds from the PMTHMETD in the form of repayment of the Company's loan to SCIC based on the Company's Shareholder Loan Agreement does not constitute a transaction under OJK Regulation No. 42/2020 and OJK Regulation No. 17/2020 considering that the debt repayment is part of the Company's obligation under the related loan agreement and is not a stand-alone transaction. As such, the Company is not obliged to fulfil the provisions set out in Regulation 17/2020 and Regulation 42/2020 to make such repayment.

Affiliation relationship between the Company and SCIC:

- (i) **Control Relationship:** SCIC is the controlling shareholder of the Company.
- (ii) **Management or Supervisory Relationship:**

No.	Name	Title	
		Company	SCIC
1.	Grace Dewi Riady	President Director	Commissioner
2.	Jane Dewi Tahir	Director	-
3.	Jon Lie Sarpin	Director	-
4.	Jonathan Tahir	President Commissioner	Director
5.	H.R. Agung Laksono (H. Raden Agung Laksono)	Commissioner	-
6.	Daniel Tjen (Major General Ret. Daniel Tjen)	Commissioner	-
7.	drg. Melanie Hendriaty, S.Ms.	Independent Commissioner	-
8.	Dr. A. Indrajana Soediono	Independent Commissioner	-

Information regarding the Company's obligation to fulfil the Capital Market laws and regulations in relation to the Company's Shareholder Loan Agreement is as follows:

Obligations related to Material Transactions, Affiliated Transactions and Conflict of Interest Transactions based on Regulation IX.E.1 and Regulation IX.E.2 ¹ or Regulation 17/2020 and Regulation 42/2020			
No.	Loan Agreement	Company Obligations	Fulfilment of Obligations by the Company
1.	Series A Loan Agreement and Company-NKM Agreement	<p><u>Series A Loan Agreement</u></p> <p>The Series A Loan Agreement constitutes a Material Transaction under Rule IX.E.2¹ with a transaction value of 20%-50% of: (i) the Company's equity in 2011, in connection with the Loan Agreement on Loan Facility dated 6 June 2012 ("Agreement A-1") and (ii) the Company's equity in 2012 in connection with the Addendum dated 1 April 2013 ("Agreement A-2").</p> <p>The Addendum to Loan Agreement No. 08/2015 dated 1 June 2015 ("Agreement A-3") and Addendum to Loan Agreement No. 6/2016 dated 6 June 2016 ("Agreement A-4") do not change the amount of loan granted by SCIC to the Company under the Series A Loan Agreement.</p> <p>The Series A Loan Agreement constitutes an Affiliated Transaction under the provisions of Rule IX.E.1.</p> <p>Based on the consideration of the Board of Directors of the Company, the Series A Loan Agreement is not a Conflict of Interest Transaction considering: (i) the Series A Loan Agreement has obtained a "fair" opinion from KJPP, (ii) the funds received by the Company under the Series A Loan Agreement are used to finance the construction of Mayapada Hospital South Jakarta by NKM and (iii) the terms of the Series A Loan Agreement are non-interest bearing by SCIC and there is no special time period (when compared to loans from banks or other financial institutions). Thus, the Series A Loan Agreement is beneficial to the Company and does not provide personal economic benefits to members of the Board of Directors, members of the Board of Commissioners, major shareholders or controlling persons of the Company.</p> <p>Based on Rule IX.E.1 and Rule IX.E.2, the Company is obliged to disclose information to the public no later than: (i) 2 business days after the date of signing the agreement related to Material Transaction or (ii) the second business day after the occurrence of Affiliated Transaction, including information regarding the summary of appraisal report and fairness opinion</p>	<p><u>Series A Loan Agreement</u></p> <p>The Company has fulfilled the Information Disclosure Obligations as follows:</p> <ul style="list-style-type: none"> • <u>Agreement A-1:</u> The Company has: <ul style="list-style-type: none"> (i) conducted Information Disclosure on the A-1 Agreement in the Daily Newspaper Ekonomi Neraca Edition 8 June 2012; (ii) obtained a Fairness Opinion from KJPP Miduk, Totok, & Rekan based on Fairness Opinion on the Company's Transaction Plan No. 012/FO/MTR-SAV/2012; and (iii) Submit proof of announcement along with supporting documents to OJK based on the Company's Letter No. 054/VI/PT-SRAJ/2012 dated 8 June 2012. <p>The obligation to disclose the information above is carried out in accordance with the time period stipulated in Regulation IX.E.2.</p> <ul style="list-style-type: none"> • <u>Agreement A-2, Agreement A-3 and Agreement A-4:</u> <p>Based on the findings of the independent party due diligence on the Company in 2021 where the Information Disclosure Obligation on Agreement A-2, Agreement A-3 and Agreement A-4 has not been carried out at the time of signing the agreement, the Company carried out the Information Disclosure Obligation after obtaining ratification from the shareholders of the Series A Loan Agreement through the GMS on 18 February 2021, as follows:</p> <ul style="list-style-type: none"> (i) conducted Information Disclosure on the Series A Loan Agreement (including Agreement A-2, Agreement A-3 and Agreement A-4) on 11 October 2021 through the Indonesia Stock Exchange website based on the Company's Letter No. 010/PT-SRAJ/X/2021 dated 11 October 2021;

Obligations related to Material Transactions, Affiliated Transactions and Conflict of Interest Transactions based on Regulation IX.E.1 and Regulation IX.E.2 ¹ or Regulation 17/2020 and Regulation 42/2020			
No.	Loan Agreement	Company Obligations	Fulfilment of Obligations by the Company
		<p>("Information Disclosure Obligation") in connection with the Series A Loan Agreement. The description of Information Disclosure Obligation is presented in the right column.</p>	<p>(ii) obtained a Fairness Opinion from KJPP Yanuar, Rosye and Partners based on:</p> <p>(a) Fairness Opinion on the Company's Transaction with Report No. 00054/2.0170-00/BS/05/0045/1/X/2021 dated 8 October 2021 for Agreement A-2;</p> <p>(b) Fairness Opinion on the Company's Transaction with Report No. 00055/2.0170-00/BS/05/0045/1/X/2021 dated 8 October 2021 for Agreement A-3; and</p> <p>(c) Fairness Opinion on the Company's Transaction with Report No. 00056/2.0170-00/BS/05/0045/1/X/2021 dated 8 October 2021 for Agreement A-4; and</p> <p>(iii) submit supporting documents for Information Disclosure to OJK through the Company Letter No. 015/PT-SRAJ/X/2021 dated 21 October 2021.</p> <p>Fulfilment of Information Disclosure Obligations as a follow-up to the ratification of the GMS mentioned above, is carried out after the lapse of the period stipulated in Rule IX.E.2.</p> <p>Prior to 11 October 2021, information regarding the Series A Loan Agreement had also been announced to the public through the Prospectus of Limited Public Offering II with Pre-emptive Rights dated 28 October 2016 which contained details of Agreement A-2 and Agreement A-3.</p> <p>Based on the Deed of Minutes of Extraordinary General Meeting of Shareholders Number 39 dated 18 February 2021, made by Recky Francky Limpele, S.H., Notary in Central Jakarta ("Deed 39/2021"), the shareholders of the Company have also approved the ratification and ratification of the Company's acceptance of loans from SCIC from 2012 to 18 February 2021, including the Series A Loan Agreement.</p> <p>The ratification pursuant to Deed 39/2021 was carried out in relation to the Company's finding in early 2021 through the due diligence process by an independent party that the Company had not conducted any affiliated transaction procedures and/or material transactions in relation to several loans obtained by the Company from SCIC. Therefore, the Company felt the need to provide adequate explanation to the Company's shareholders at that time and sought ratification from the Company's shareholders for the loans received by the Company up to early 2021, including the Series A Loan Agreement.</p> <p>Meanwhile, the loan received by the Company from SCIC has been recorded in the Company's financial statements which have previously obtained approval from the Company's shareholders through the annual GMS.</p>

Obligations related to Material Transactions, Affiliated Transactions and Conflict of Interest Transactions based on Regulation IX.E.1 and Regulation IX.E.2 ¹ or Regulation 17/2020 and Regulation 42/2020			
No.	Loan Agreement	Company Obligations	Fulfilment of Obligations by the Company
		<p><u>Company-NKM Agreement</u></p> <p>The Company-NKM Agreement is a Material Transaction under Rule IX.E.2 with a transaction value of 20%-50% of the Company's equity and an Affiliated Transaction under Rule IX.E.1.</p> <p>However, based on the provisions of Number 3 letter a 1) Regulation IX.E.2, the agreement is exempted from Information Disclosure Obligation considering that NKM is a controlled company of the Company where more than 99% of its shares are owned by the Company. Therefore, the Company is only required to announce information disclosure on the Company-NKM Agreement based on Regulation X.K.1², which is no later than the end of the 2nd business day after the existence of information or material facts that may affect the value of the Company's securities or investors' investment decisions.</p>	<p><u>Company-NKM Agreement</u></p> <p>The Company has submitted a report to OJK regarding the plan to provide loans by the Company to NKM based on the Company's Letter Number 054/VI/PT-SRAJ/2012 dated 8 June 2012 Regarding Announcement of Material Transactions and Affiliated Transactions.</p> <p>Based on the findings of the Company's due diligence in 2021, the Company understands that the Company has not made information disclosure based on Regulation X.K.1 of the Company-NKM Agreement at the time of signing the agreement. Therefore, the Company made information disclosure after obtaining ratification from the shareholders of the Series A Loan Agreement through the GMS dated 18 February 2021, namely on 12 November 2021 through the Indonesia Stock Exchange website based on the Company's Letter No. 012/PT-SRAJ/XI/2021 dated 12 November 2021.</p>
2.	Series B Loan Agreement and Company-SAS Agreement	<p><u>Series B Loan Agreement</u></p> <p>The Loan Agreement on Series B Loan Facility dated 20 June 2016 ("Agreement B-1") is not a Material Transaction under Rule IX.E.2 as the initial loan transaction value did not reach 20% of the Company's equity in 2015.</p> <p>The Addendum dated 2 January 2018 ("Agreement B-2") which increases the amount of loan from SCIC to the Company is a Material Transaction under Rule IX.E.2 with a transaction value of 20%-50% of the Company's equity in 2017.</p> <p>The Series B Loan Agreement constitutes an Affiliated Transaction under the provisions of Rule IX.E.1.</p> <p>Based on the consideration of the Board of Directors and Board of Commissioners of the Company, the Series B Loan Agreement is not a Conflict of Interest Transaction considering: (i) the Series B Loan Agreement has obtained a "fair" opinion from KJPP, (ii) the funds received by the Company under the Series B Loan Agreement are used for the purchase of land and construction costs in the context of the expansion of Mayapada Hospital Surabaya by SAS and (iii) the terms of the Series B Loan Agreement are not subject to interest by SCIC and there is no special time period (when compared to loans from banks or other financial institutions). As such, the Series B Loan Agreement is favourable to the Company and does not provide personal economic benefits to members of the Board of Directors, members of the Board of Commissioners, major shareholders or controllers of the Company.</p> <p>The Company is obliged to perform Information Disclosure Obligations in connection with the Series B Loan Agreement. The description of the Information Disclosure Obligations is presented in the right column.</p>	<p><u>Series B Loan Agreement</u></p> <p>Based on the findings of the independent party's due diligence on the Company in 2021 where the Information Disclosure Obligation on Agreement B-1 and Agreement B-2 has not been carried out at the time of signing the agreement, the Company carried out the Information Disclosure Obligation after obtaining ratification from the shareholders of the Series B Loan Agreement through the GMS on 18 February 2021, as follows:</p> <ol style="list-style-type: none"> The Company has conducted Information Disclosure on the Series B Loan Agreement (including Agreement B-1 and Agreement B-2) on 11 October 2021 through the Indonesia Stock Exchange website based on the Company's Letter No. 010/PT-SRAJ/X/2021 dated 11 October 2021. The Company has obtained a Fairness Opinion from KJPP Yanuar, Rosye and Partners based on: <ul style="list-style-type: none"> Fairness Opinion on the Company's Transaction with Report No. 00057/2.0170-00/BS/05/0045/1/X/2021 dated 8 October 2021 for Agreement B-1; and Fairness Opinion on the Company's Transaction with Report No. 00058/2.0170-00/BS/05/0045/1/X/2021 dated 8 October 2021 for Agreement B-2. The Company has submitted supporting documents for Information Disclosure to OJK through the Company Letter No. 015/PT-SRAJ/X/2021 dated 21 October 2021. <p>Fulfilment of Information Disclosure Obligations as a follow-up to the ratification of the GMS mentioned above, is carried out after the lapse of the period stipulated in Rule IX.E.2.</p> <p>Prior to 11 October 2021, information regarding the Series B Loan Agreement had also been announced to the public through the Prospectus of Limited Public Offering II with Pre-emptive Rights dated 28 October 2016 which contained details of Agreement B-1.</p> <p>Pursuant to Deed 39/2021, the shareholders of the Company have also approved the ratification and ratification of the Company's acceptance of loans from</p>

Obligations related to Material Transactions, Affiliated Transactions and Conflict of Interest Transactions based on Regulation IX.E.1 and Regulation IX.E.2 ¹ or Regulation 17/2020 and Regulation 42/2020			
No.	Loan Agreement	Company Obligations	Fulfilment of Obligations by the Company
			<p>SCIC from 2012 to 18 February 2021, including Agreement B-1 and Agreement B-2.</p> <p>The ratification pursuant to Deed 39/2021 was carried out in connection with the Company's finding in early 2021 through the due diligence process by an independent party that the Company had not carried out procedures for related party transactions and/or material transactions in relation to several loans obtained by the Company from SCIC. Therefore, the Company felt the need to provide adequate explanation to the Company's shareholders at that time and sought ratification from the Company's shareholders for the loans received by the Company up to early 2021, including the Series B Loan Agreement.</p> <p>Meanwhile, the loan received by the Company from SCIC has been recorded in the Company's financial statements which have previously obtained approval from the Company's shareholders through the annual GMS.</p>
		<p><u>Company-SAS Agreement</u></p> <p>The Company-SAS Agreement is not a Material Transaction considering that the loan value of the Company-SAS Agreement does not reach 20% of the Company's equity in 2015. The Company-SAS Agreement is an Affiliated Transaction based on Rule IX.E.1.</p> <p>Based on the provisions of Number 2 letter b 5) Regulation IX.E.1, the agreement is exempted from the Disclosure Obligation considering that SAS is a controlled company of the Company where more than 99% of its shares are owned by the Company and the transaction is only required to be reported by the Company no later than the 2nd business day after the occurrence of the Affiliated Transaction.</p>	<p><u>Company-SAS Agreement</u></p> <p>The Company has submitted a report to OJK on the Company-SAS Agreement based on the Company's Letter No. 025/PT-SRAJ/VI/2016 dated 22 June 2016 in accordance with the time period stipulated in Regulation IX.E.1.</p> <p>Furthermore, as a follow-up to the ratification obtained from the GMS of the Series B Loan Agreement on 18 February 2021, the Company has also conducted Information Disclosure on the Company-SAS Agreement on 12 November 2021 through the Indonesia Stock Exchange website based on the Company's Letter No. 013/PT-SRAJ/XI/2021 dated 12 November 2021.</p>
3.	Series C Loan Agreement and Company-KKS Agreement	<p><u>Series C Loan Agreement</u></p> <p>The Series C Loan Agreement is not a Material Transaction under Rule IX.E.2 given that the initial loan transaction value did not reach 20% of the Company's equity in 2016.</p> <p>The Series C Loan Agreement constitutes an Affiliated Transaction under the provisions of Rule IX.E.1.</p> <p>Based on the consideration of the Board of Directors of the Company, the Series C Loan Agreement is not a Conflict of Interest Transaction considering: (i) the Series C Loan Agreement has obtained a "fair" opinion from KJPP, (ii) the funds received by the Company under the Series C Loan Agreement are used for the purchase of land lots located in Jakarta Garden City, Jl. Raya Cakung Cilincing KM 0.5, East Jakarta for the purpose of construction of Mayapada Hospital by KKS, (iii) the terms of the Series C Loan Agreement are not subject to interest by SCIC and there is no special time period (when compared to loans from banks or other financial institutions). Thus, the Series C Loan Agreement is favourable to the Company and does not provide personal economic benefits to members of the Board of</p>	<p><u>Series C Loan Agreement</u></p> <p>Based on the findings of the independent party's due diligence on the Company in 2021 where the Information Disclosure Obligation on the Series C Loan Agreement has not been carried out at the time of signing the agreement, the Company carried out the Information Disclosure Obligation after obtaining ratification from the shareholders of the Series C Loan Agreement through the GMS on 18 February 2021, as follows:</p> <ol style="list-style-type: none"> The Company has conducted Information Disclosure on the Series C Loan Agreement on 11 October 2021 through the Indonesia Stock Exchange website based on the Company's Letter No. 010/PT-SRAJ/X/2021 dated 11 October 2021. The Company has obtained a Fairness Opinion on the Series C Loan Agreement from KJPP Yanuar, Rosye and Partners based on Report No. 00059/2.0170-00/BS/05/0045/1/X/2021 dated 8 October 2021. The Company has submitted supporting documents for Information Disclosure to OJK

Obligations related to Material Transactions, Affiliated Transactions and Conflict of Interest Transactions based on Regulation IX.E.1 and Regulation IX.E.2 ¹ or Regulation 17/2020 and Regulation 42/2020			
No.	Loan Agreement	Company Obligations	Fulfilment of Obligations by the Company
		<p>Directors, members of the Board of Commissioners, major shareholders or controlling persons of the Company.</p> <p>The Company is obliged to perform Information Disclosure Obligations in connection with the Series C Loan Agreement. A description of the Information Disclosure Obligations is presented in the right column.</p>	<p>through the Company Letter No. 015/PT-SRAJ/X/2021 dated 21 October 2021.</p> <p>Fulfilment of Information Disclosure Obligations as a follow-up to the ratification of the GMS mentioned above, is carried out after the lapse of the period stipulated in Rule IX.E.2.</p> <p>Based on Deed 39/2021, the shareholders of the Company have also approved the ratification and ratification of the Company's loan receipts from SCIC from 2012 to 18 February 2021, including the Series C Loan Agreement.</p> <p>The ratification pursuant to Deed 39/2021 was carried out in relation to the Company's finding in early 2021 through the due diligence process by an independent party that the Company had not conducted any affiliated transaction procedures and/or material transactions in relation to several loans obtained by the Company from SCIC. Therefore, the Company felt the need to provide adequate explanation to the Company's shareholders at that time and sought ratification from the Company's shareholders for the loans received by the Company up to early 2021, including the Series C Loan Agreement.</p> <p>Meanwhile, the loan received by the Company from SCIC has been recorded in the Company's financial statements which have previously obtained approval from the Company's shareholders through the annual GMS.</p>
		<p><u>Company-KKS Agreement</u></p> <p>The Company-KKS Agreement is not a Material Transaction considering that the loan value of the Company-SAS Agreement does not reach 20% of the Company's equity in 2015. The Company-SAS Agreement is an Affiliated Transaction based on Rule IX.E.1.</p> <p>Based on the provisions of Number 2 letter b 5) Regulation IX.E.1, the agreement is exempted from the Information Disclosure Obligation considering that KKS is a controlled company of the Company where 99% of its shares are owned by the Company and the transaction is only required to be reported by the Company no later than the 2nd business day after the occurrence of the Affiliated Transaction.</p>	<p><u>Company-KKS Agreement</u></p> <p>Based on the findings of the Company's due diligence in 2021, the Company understands that the Company has not reported the Company-KKS Agreement to OJK at the time of signing the agreement in accordance with Regulation IX.E.1. Therefore, the Company disclosed information after obtaining ratification from the shareholders of the Series C Loan Agreement through the GMS dated 18 February 2021, namely on 12 November 2021 through the Indonesia Stock Exchange website based on the Company's Letter No. 014/PT-SRAJ/XI/2021 dated 12 November 2021.</p>
4.	Series D Loan Agreement and Company Agreement-SIS 1	<p><u>Series D Loan Agreement</u></p> <p>The Loan Agreement on Series D Loan Facility dated 21 April 2017 ("D-1 Agreement") is not a Material Transaction under Rule IX.E.2 as the initial loan transaction value did not reach 20% of the Company's equity in 2016.</p> <p>The Addendum dated 22 April 2019 ("Agreement D-2") which increases the amount of loan from SCIC to the Company is a Material Transaction under Rule IX.E.2 with a transaction value of 20%-50% of the Company's equity in 2018.</p> <p>The Series D Loan Agreement constitutes an Affiliated Transaction under the provisions of Rule IX.E.1. Based on the consideration of the Board of Directors and Board of Commissioners of the Company, the Series D</p>	<p><u>Series D Loan Agreement</u></p> <p>Based on the findings of the independent party due diligence on the Company in 2021 where the Information Disclosure Obligation on Agreement D-1 and Agreement D-2 has not been carried out at the time of signing the agreement, the Company carried out the Information Disclosure Obligation after obtaining ratification from the shareholders of the Series D Loan Agreement through the GMS on 18 February 2021, as follows:</p> <p>a. The Company has conducted Information Disclosure on the Series D Loan Agreement (including Agreement D-1 and Agreement D-2) on 11 October 2021 through the Indonesia Stock Exchange website.</p>

Obligations related to Material Transactions, Affiliated Transactions and Conflict of Interest Transactions based on Regulation IX.E.1 and Regulation IX.E.2 ¹ or Regulation 17/2020 and Regulation 42/2020			
No.	Loan Agreement	Company Obligations	Fulfillment of Obligations by the Company
		<p>Loan Agreement is not a Conflict of Interest Transaction considering: (i) the Series D Loan Agreement has obtained a "fair" opinion from KJPP, (ii) the funds received by the Company under the Series D Loan Agreement are used for lease payments, building renovations and the purchase of medical equipment in the context of the expansion of Mayapada Hospital Kuningan by SIS and (iii) the terms of the Series D Loan Agreement are not subject to interest by SCIC and there is no special time period (when compared to loans from banks or other financial institutions). Thus, the Series D Loan Agreement is beneficial to the Company and does not provide personal economic benefits for members of the Board of Directors, members of the Board of Commissioners, major shareholders or controllers of the Company.</p> <p>The Company is obliged to perform Information Disclosure Obligations in connection with the Series D Loan Agreement. A description of the Information Disclosure Obligations is presented in the right column.</p>	<p>b. The Company has obtained a Fairness Opinion from KJPP Yanuar, Rosye and Partners based on:</p> <ul style="list-style-type: none"> Fairness Opinion on the Company's Transaction with Report No. 00060/2.0170-00/BS/05/0045/1/X/2021 dated 8 October 2021 for Agreement D-1; and Fairness Opinion on the Company's Transaction with Report No. 00061/2.0170-00/BS/05/0045/1/X/2021 dated 8 October 2021 for Agreement D-2. <p>c. The Company has submitted supporting documents for Information Disclosure to OJK through the Company Letter No. 015/PT-SRAJ/X/2021 dated 21 October 2021.</p> <p>Fulfillment of Information Disclosure Obligations as a follow-up to the ratification of the GMS mentioned above, is carried out after the lapse of the period stipulated in Rule IX.E.2.</p> <p>Furthermore, based on Deed 39/2021, the shareholders of the Company have also approved the ratification and ratification of the Company's loan acceptance from SCIC from 2012 to 18 February 2021, including Agreement D-1 and Agreement D-2.</p> <p>The ratification pursuant to Deed 39/2021 was carried out in connection with the Company's finding in early 2021 through the due diligence process by an independent party that the Company had not carried out procedures for related party transactions and/or material transactions in relation to several loans obtained by the Company from SCIC. Therefore, the Company felt the need to provide adequate explanation to the Company's shareholders at that time and sought ratification from the Company's shareholders for the loans received by the Company up to early 2021, including the Series D Loan Agreement.</p> <p>Meanwhile, the loan received by the Company from SCIC has been recorded in the Company's financial statements which have previously obtained approval from the Company's shareholders through the annual GMS.</p>
		<p><u>Company Agreement-SIS 1</u></p> <p>The Company-SIS 1 Agreement is a Material Transaction under Rule IX.E.2 with a transaction value of 20%-50% of the Company's equity and an Affiliated Transaction under Rule IX.E.1.</p> <p>However, based on the provisions of Number 3 letter a 1) Regulation IX.E.2, the agreement is exempted from the Information Disclosure Obligation considering that SIS is a controlled company of the Company where more than 99% of its shares are owned by the Company. Therefore, the Company is only required to announce information disclosure on the Company-SIS Agreement based on Regulation X.K.1, which is no later than the end of the 2nd business day after the existence of information or material facts that may affect the value of the Company's securities or investors' investment decisions.</p>	<p><u>Company Agreement-SIS 1</u></p> <p>Based on the findings of the Company's due diligence in 2021, the Company understands that the Company has not made information disclosure based on Regulation X.K.1 of the Company-SIS 1 Agreement at the time of signing the agreement. Therefore, the Company made information disclosure after obtaining ratification from the shareholders of the Series D Loan Agreement through the GMS dated 18 February 2021, namely on 12 November 2021 through the Indonesia Stock Exchange website based on the Company's Letter No. 015/PT-SRAJ/XI/2021 dated 12 November 2021.</p>

Obligations related to Material Transactions, Affiliated Transactions and Conflict of Interest Transactions based on Regulation IX.E.1 and Regulation IX.E.2¹ or Regulation 17/2020 and Regulation 42/2020			
No.	Loan Agreement	Company Obligations	Fulfilment of Obligations by the Company
5.	Series E Loan Agreement and Company-NSK Agreement	<p><u>Series E Loan Agreement</u></p> <p>The Series E Loan Agreement is not a Material Transaction under Rule IX.E.2 as the initial loan transaction value did not reach 20% of the Company's equity in 2016.</p> <p>The Series E Loan Agreement constitutes an Affiliated Transaction under the provisions of Rule IX.E.1.</p> <p>Based on the consideration of the Board of Directors of the Company, the Series E Loan Agreement is not a Conflict of Interest Transaction considering: (i) the Series E Loan Agreement has obtained a "fair" opinion from KJPP, (ii) the funds received by the Company under the Series D Loan Agreement are used for the purchase of a plot of land for the purpose of expansion of Mayapada Hospital Bandung by NSK and (iii) the terms of the Series E Loan Agreement are non-interest bearing by SCIC and there is no special time period (when compared to loans from banks or other financial institutions). As such, the Series E Loan Agreement is favourable to the Company and does not provide personal economic benefits to members of the Board of Directors, members of the Board of Commissioners, major shareholders or controllers of the Company.</p> <p>The Company is obliged to perform Information Disclosure Obligations in connection with the Series E Loan Agreement. The description of Information Disclosure Obligations is presented in the right column.</p>	<p><u>Series E Loan Agreement</u></p> <p>Based on the findings of the independent party's due diligence on the Company in 2021 where the Information Disclosure Obligation on the Series E Loan Agreement has not been carried out at the time of signing the agreement, the Company carried out the Information Disclosure Obligation after obtaining ratification from the shareholders of the Series E Loan Agreement through the GMS on 18 February 2021, as follows:</p> <ol style="list-style-type: none"> The Company has conducted Information Disclosure on the Series E Loan Agreement on 11 October 2021 through the Indonesia Stock Exchange website. The Company has obtained a Fairness Opinion on the Series E Loan Agreement from KJPP Yanuar, Rosye and Partners based on the Fairness Opinion on the Company's Transaction with Report No. 00062/2.0170-00/BS/05/0045/1/X/2021 dated 8 October 2021. The Company has submitted supporting documents for Information Disclosure to OJK through the Company Letter No. 015/PT-SRAJ/X/2021 dated 21 October 2021. <p>Fulfilment of Information Disclosure Obligations as a follow-up to the ratification of the GMS mentioned above, is carried out after the lapse of the period stipulated in Rule IX.E.2.</p> <p>Based on Deed 39/2021, the shareholders of the Company have also approved the ratification and ratification of the Company's loan receipts from SCIC from 2012 to 18 February 2021, including the Series E Loan Agreement.</p> <p>The ratification pursuant to Deed 39/2021 was conducted in relation to the Company's finding in early 2021 through the due diligence process by an independent party that the Company had not conducted any affiliated transaction procedures and/or material transactions in relation to several loans obtained by the Company from SCIC. Therefore, the Company felt the need to provide adequate explanation to the Company's shareholders at that time and sought ratification from the Company's shareholders for the loans received by the Company up to early 2021, including the Series E Loan Agreement.</p> <p>Meanwhile, the loan received by the Company from SCIC has been recorded in the Company's financial statements which have previously obtained approval from the Company's shareholders through the annual GMS.</p>
		<p><u>Company-NSK Agreement</u></p> <p>The Company-NSK Agreement is not a Material Transaction considering that the loan value of the Company-SAS Agreement does not reach 20% of the Company's equity in 2016. The Company-NSK Agreement is an Affiliated Transaction under Rule IX.E.1.</p> <p>Based on the provisions of Number 2 letter b 5) Regulation IX.E.1, the agreement is exempted from the Information Disclosure Obligation considering that NSK</p>	<p><u>Company-NSK Agreement</u></p> <p>Based on the findings of the Company's due diligence in 2021, the Company understands that the Company has not reported the Company-NSK Agreement to OJK at the time of signing the agreement in accordance with Regulation IX.E.1. Therefore, the Company disclosed information after obtaining ratification from the shareholders of the Series E Loan Agreement through the GMS dated 18 February 2021, namely on 12 November 2021 through the Indonesia Stock Exchange</p>

Obligations related to Material Transactions, Affiliated Transactions and Conflict of Interest Transactions based on Regulation IX.E.1 and Regulation IX.E.2 ¹ or Regulation 17/2020 and Regulation 42/2020			
No.	Loan Agreement	Company Obligations	Fulfilment of Obligations by the Company
		is a controlled company of the Company where 99% of its shares are owned by the Company and the transaction is only required to be reported by the Company no later than the 2nd business day after the occurrence of the Affiliated Transaction.	website based on the Company's Letter No. 016/PT-SRAJ/XI/2021 dated 12 November 2021.
6.	Series F Loan Agreement and Company Agreement-SIS 2	<p><u>Series F Loan Agreement</u></p> <p>The Series F Loan Agreement is a Material Transaction under Regulation 17/2020 with a transaction value of 20%-50% of the Company's equity as of 31 March 2021.</p> <p>The Series F Loan Agreement constitutes an Affiliated Transaction under the provisions of Regulation 42/2020.</p> <p>Based on the consideration of the Board of Directors and Board of Commissioners of the Company, the Series F Loan Agreement is not a Conflict of Interest Transaction considering: (i) the Series F Loan Agreement has obtained a "fair" opinion from KJPP, (ii) the funds received by the Company under the Series F Loan Agreement are used for the repayment of the Company's and SIS's loans to Bank BNI and (iii) the terms of the Series F Loan Agreement are non-interest bearing by SCIC and there is no special time period (when compared to loans from other banks or financial institutions). Thus, the Series F Loan Agreement is beneficial to the Company and does not provide personal economic benefits for members of the Board of Directors, members of the Board of Commissioners, major shareholders, or controllers of the Company.</p> <p>Based on the provisions of Regulation 17/2020, the Company is required to do the following in connection with the Series F Loan Agreement: (i) use an appraiser to determine the fair value of the object of the Material Transaction and/or the fairness of the transaction, (ii) announce information disclosure to the public no later than 2 working days after the date of the Material Transaction and (iii) submit information disclosure and supporting documents to OJK together with the announcement of information disclosure. A description of the obligations of Material Transactions based on Regulation 17/2020 is presented in the right column.</p>	<p><u>Series F Loan Agreement</u></p> <p>The Company has fulfilled its Material Transaction obligations under Regulation 17/2020 in relation to the Series F Loan Agreement as follows:</p> <ul style="list-style-type: none"> • The Company has conducted Information Disclosure through the Indonesia Stock Exchange website on 23 September 2021; • Obtained a fairness opinion from KJPP Yanuar, Rosye based on the Fairness Opinion Report No. 00051/2.0170-00/BS/05/0045/1/IX/2021 dated 21 September 2021; and • Submit the Information Disclosure document and its supporting documents to OJK based on the Company's Letter No. 009/PT-SRAJ/IX/2021 dated 23 September 2021. <p>The above Material Transaction obligations are carried out in accordance with the time period stipulated in Regulation 17/2020.</p>
		<p><u>Company Agreement-SIS 2</u></p> <p>The Company-SIS 2 Agreement is not a Material Transaction considering that the loan value of the Company-SIS 2 Agreement does not reach 20% of the Company's equity as of 31 March 2021. The Company-SIS 2 Agreement is an Affiliated Transaction based on Regulation 42/2020.</p> <p>Based on the provisions of Article 6 paragraph (1) letter b jo. Article 6 paragraph (2) of Regulation 42/2020, the Company must report the Company-SIS 2 Agreement to OJK no later than the end of the 2nd business day after the date of the Affiliated Transaction.</p>	<p><u>Company Agreement-SIS 2</u></p> <p>Based on the Company's internal findings, there was a delay in reporting to OJK on the Company-SIS2 Agreement as required by Regulation 42/2020. As a ratification action, the Company disclosed information on the Company-SIS 2 Agreement on 22 October 2021 through the Indonesia Stock Exchange website based on the Company's Letter No. 012/PT-SRAJ/X/2021.</p>

Notes:

1. Regulation IX.E.2 (Decree of the Chairman of Bapepam-LK No. KEP-614/BL/2011 dated 28 November 2011) and Regulation IX.E.1 (Decree of the Chairman of Bapepam-LK No. KEP-412/BL/2009 dated 25 November 2009) are regulations governing Material Transactions, Affiliated Transactions and Conflict of Interest Transactions prior to the enactment of Regulation 17/2020 and Regulation 42/2020.
2. Regulation X.K.1 (Decree of the Chairman of Bapepam No. KEP-86/PM/1996 dated 24 January 1996) is a regulation governing the disclosure of information or material facts prior to the enactment of OJK Regulation No. 31/POJK.04/2015 dated 22 December 2015.

The Company hereby informs that the realization of the proposed use of proceeds (including the allocation of proceeds from the implementation of PMTHMETD) mentioned above remains subject to changes depending on the priority of the Company's funding needs at the time of PMTHMETD is implemented and the amount of funds that can be received by the Company from the implementation of PMTHMETD.

C. PMTHMETD Exercise Price

In accordance with Number V.1.1 of the Amendment to Regulation No. I-A regarding the Listing of Shares and Equity Securities Other than Shares Issued by Listed Companies (Attachment to the Decree of the IDX Board of Directors No. KEP-00101/BEI/12-2021 dated 21 December 2021), the exercise price of PMTHMETD shares is at least 90% of the average closing price of 25 consecutive trading days in the regular market before the date of application for listing of additional shares resulting from the PMTHMETD.

D. Capital Structure and Composition of the Company's Share Ownership Before and After the Implementation of PMTHMETD

The following table shows the Company's capital structure before and after the PMTHMETD.

The Company's capital structure prior to the PMTHMETD is based on Deed of Meeting Resolution No. 54 dated 22 September 2020, made before Recky Francky Limpele, S.H., M.Kn., Notary in Jakarta Pusat which has been notified to the MOLHR based on Notification Receipt of Amendment to the Company's Articles of Association No. AHU-AH.01.03-0391164 dated 25 September 2020 ("**Deed 54/2020**"), Deed of Meeting Resolution No. 40 dated 18 February 2021, made before Recky Francky Limpele, S.H., M.Kn., Notary in Jakarta Pusat which has been approved by the MOLHR based on Letter of Approval of Amendments to the Company's Articles of Association No. AHU-0010445.AH.01.02 of 2021 dated 18 February 2021 ("**Deed 40/2021**") and the Company's Register of Shareholders of June 2024 issued by Ficomindo Buana Registrar as the Company's Securities Administration Bureau.

Shareholder Structure	Before PMTHMETD Implementation			After PMTHMETD Implementation		
	Nominal value Rp100 per share			Nominal value Rp100 per share		
	Number of Shares	Nominal Value (Rp)	(%)	Number of Shares	Nominal Value (Rp)	(%)
Authorized Capital	48,000,000,000	4,800,000,000,000	-	48,000,000,000	4,800,000,000,000	-
Issued and Paid-up Capital						
SCIC	7,199,214,743	719,921,474,300	59,99	7,199,214,743	719,921,474,300	54,54
HPIL	2,179,993,002	217,999,300,200	18,17	2,179,993,002	217,999,300,200	16,51
Wing Harvest Ltd	1,275,665,754	127,566,575,400	10,63	1,275,665,754	127,566,575,400	9,66
Dato'Sri Prof. DR Tahir MBA	2,500,000	250,000,000	0,02	2,500,000	250,000,000	0,02
Jane Dewi Tahir	50,000,000	5,000,000,000	0,42	50,000,000	5,000,000,000	0,38
Jonathan Tahir	58,252,800	5,825,280,000	0,49	58,252,800	5,825,280,000	0,44
Public Ownership below 5%	1,235,079,146	123,507,914,600	10,28	1,235,079,146	123,507,914,600	9,36
Investor	-	-	-	1,200,070,544	120,007,054,400	9,09
Total	12,000,705,445	1,200,070,544,500	100,00	13,200,775,989	1,320,077,598,900	100,00
Shares in Portepel	35,999,294,555	3,599,929,455,500	-	34,799,224,011	3,479,922,401,100	-

The shares to be issued in connection with the implementation of PMTHMETD have the same rights, position and degree in all respects as the fully paid-up shares in the Company, including the right to dividends and the right to vote in the GMS and other corporate actions to be carried out by the Company. All shares resulting from the PMTHMETD will be new shares that will be issued from the Company's portfolio and will be listed on the IDX.

E. Approval and/or Notification related to PMTHMETD Plan

The Company does not require prior approval from third parties (including the government or other institutions) and/or have an obligation to submit a notification to third parties (including the government or other institutions) for the plan to increase the Company's capital in the framework of PMTHMETD, except for:

1. The Company's obligation to obtain prior approval from PT Indonesia Infrastructure Finance ("IIF") for changes in the capital structure, percentage of share ownership or composition of the Company's shareholders in accordance with the provisions of the Deed of Senior Term Loan Facility Agreement No. 165 dated 27 September 2023, made before Jimmy Tanal, S.H., Notary in South Jakarta between the Company, NSK, SAS as the loan recipient and IIF as the lender.

In connection with this, the Company has submitted notification of the PMTHMETD plan to IIF based on the Company's Letter No. 017/BF/MHG/VII/2024 dated 19 July 2024 regarding Notification of Capital Increase Plan without Pre-emptive Rights. Based on IIF Letter No. S.1155/VII/IIF/2024 dated 24 July 2024, IIF has responded that before providing approval, IIF will conduct due diligence, including conducting a Know Your Customer process for investors in the proposed PMTHMETD. Approval from IIF is not required to be obtained by the Company before holding an Independent GMS in order to approve the proposed PMTHMETD or in other words, IIF's approval for the change in the Company's capital structure can be submitted after there is a definitive investor who will subscribe for the new shares in the implementation of the PMTHMETD. Furthermore, based on an email from IIF dated 8 August 2024, IIF has also provided written confirmation that IIF in principle does not object to the proposed PMTHMETD which will result in changes to SRAJ's capital structure which will strengthen SRAJ's capital structure.

Considering that the implementation of the PMTHMETD will strengthen the Company's capital structure and considering the Company group's track record with IIF so far, the Company believes that IIF will approve the changes in the Company's capital structure in the context of the PMTHMETD.

2. The Company's obligation to submit a written notification to PT Bank Mandiri (Persero) Tbk ("**Bank Mandiri**") as Trustee (*Wali Amanat*) of Sejahteraraya Anugrahjaya Bonds I Year 2022 on the amendment of the articles of association in connection with the provisions of Deed of Addendum II and Restatement of Trustee Agreement of Sejahteraraya Anugrahjaya Bonds I Year 2022 No. 50 dated 23 September 2022, made before Notary Aulia Taufani, S.H., Notary in South Jakarta between the Company and Bank Mandiri. Such notification must be submitted within 14 calendar days from the date of knowledge of the amendment to the articles of association (namely since the amendment to the articles of association of the Company as the implementation of PMTHMETD).
3. The Company's obligation to submit written notification to PT Bank Bukopin Tbk ("**Bank Bukopin**") on changes to the composition of shareholders and amendments to the Company's articles of association in connection with the provisions of the loan agreement between the Company and Bank Bukopin. Notification of amendment to the articles of association must be submitted within 15 calendar days after the date of amendment to the articles of association of the Company as the implementation of PMTHMETD.

F. Estimated Schedule of PMTHMETD

The implementation of PMTHMETD will be carried out after obtaining the approval of independent shareholders in the Independent GMS which will be held on 12 August 2024. In accordance with the provisions of Regulation 14/2019 and taking into account the Company's capital needs, the PMTHMETD can be implemented no later than 2 years from the date of obtaining the Independent GMS approval for the PMTHMETD.

G. Impact of PMTHMETD on the Company's Shareholders

As a result of the issuance of new shares through PMTHMETD, the number of shares issued by the Company will increase. Furthermore, as a result of the increase in the number of shares issued by the Company in the PMTHMETD, the percentage of share ownership of each shareholder of the Company will decrease (dilution) by a maximum of 9.09%, where the dilution calculation is stated in the table of Capital Structure and Composition of Share Ownership of the Company Before and After the Implementation of PMTHMETD above.

Basically, other than the decrease (dilution) as described above, the PMTHMETD does not result in any other impact on the shareholders of the Company.

H. Description of Prospective Investor

As of the date of this Information Disclosure, there is no definitive prospective investor who will take part in the new shares to be issued by the Company in the framework of this PMTHMETD.

Up to the date of this Information Disclosure, the Company has targeted several strategic prospective investors who will participate in the PMTHMETD and such targeted prospective investors are not parties that have an affiliate relationship with the Company or the controller of the Company.

There is no change in control of the Company as a result of the implementation of the PMTHMETD.

I. Management Discussion and Analysis of the Company's Financial Condition Before and After PMTHMETD

In general, the PMTHMETD plan will directly impact the capital structure and liquidity of the Company's shares. In connection with the PMTHMETD, the Company's total equity and total cash and cash equivalents will increase with the proceeds from the PMTHMETD.

The pro forma analysis and discussion of the Company's financial condition set out below has been prepared using the following assumptions:

- Closing share price on 28 June 2024: Rp2,290 (two thousand two hundred ninety Rupiah).
- The number of new shares of the Company is assumed to be 1,200,070,544 shares (one billion two hundred million seventy thousand five hundred forty-four shares).

Financial Position (unless otherwise specified, in millions Rupiah)	Based on 2023 Financial Statements		Based on March 2024 Financial Report	
	Prior to the PMTHMETD	After the Implementation of PMTHMETD	Prior to the PMTHMETD	After the Implementation of PMTHMETD
<i>Total current assets</i>	998.249	3,746,411	952,410	3,706,572
Total assets	5,606,291	8,354,453	5,618,953	8,367,115
<i>Total liabilities</i>	3,748,834	3,748,834	3,756,693	3,756,693
Total equity	1,857,457	4,605,619	1,862,260	4,610,422
Total liabilities and equity	5,606,291	8,354,453	5,618,953	8,367,115
Financial Ratio				
<i>Total liabilities / Total equity (X)</i>	2,0	0,8	2,0	0,8
<i>Total liabilities / Total assets (X)</i>	0,7	0,4	0,7	0,4
<i>Total current assets / Total current liabilities (X)</i>	0,5	1,8	0,5	1,8

INFORMATION ABOUT THE COMPANY

A. Brief History of the Company

The Company was established under the name of Sejahtera Raya Anugrah as evident in the Deed of Limited Liability Company Sejahtera Raya Anugrah No. 210 dated May 20, 1991 and then changed its name to Sejahteraraya Anugrahjaya based on the Deed of Amendment of Sejahteraraya Anugrahjaya No. 200, dated December 11, 1992, both of which were made before Misahardi Wilamarta, S.H., Notary in Jakarta, and has been ratified by Decree of the Minister of Justice of the Republic of Indonesia No. C2-3786.HT.01.01.Th.93 dated May 26, 1993, which has been registered in the register at the Central Jakarta District Court Office on October 25, 1994 under No. 2072/1994, and announced in the State Gazette of the Republic of Indonesia No. 104 dated December 31, 1994, Supplement No. 10967.

The Company has adjusted its purposes and objectives and business activities of the Company with the Regulation of the Central Bureau of Statistics No. 2 of 2020 concerning the Indonesian Standard Industrial Classification based on the Deed of Minutes of Extraordinary General Meeting of Shareholders No. 98 dated 17 December 2021 made by Buntario Tigris, S.H., Notary in Central Jakarta ("**Deed 98/2021**"). Deed 98/2021 (i) has been notified to the MOLHR based on Notification Receipt of Amendment to the Company's Articles of Association No. AHU-0001071.AH.01.02.Tahun 2022 dated 6 January 2022, (ii) has been notified to the MOLHR based on Notification Receipt of Amendment to Company's Data No. AH.01.03-0009900 dated 6 January 2022, and (iii) registered in the Register of Companies at MOLHR under No. AHU-0002982.AH.01.11.Tahun 2022 dated 6 January 2022.

The latest amendment to the Company's Articles of Association is as set out in the Deed of Resolution of the Company's Meeting No. 43 dated 12 July 2024, made before Buntario Tigris Darmawa Ng, S.H., Notary in Central Jakarta ("**Deed 43/2024**"). Deed 43/2024 has been (i) notified by MOLHR pursuant to Acceptance of Notification of Amendment to the Company's Articles of Association No. AHU-AH.01.03.0172365 dated 16 July 2024, (ii) notified by MOLHR pursuant to Acceptance of Amendment to the Company's Data No. AHU-AH.01.09-0226773 dated 16 July 2024, and (iii) registered in the Register of Companies at MOLHR under No. AHU-0143280.AH.01.11.TAHUN 2024 dated 16 July 2024. Based on Deed 43/2021, the shareholders of the Company have approved, among others (i) changes in the composition of the Company's management and (ii) amendments to the provisions of Article 34 of the Company's Articles of Association regarding meetings of the Board of Commissioners .

B. Capital Structure and Shareholding

As of the date of this Information Disclosure, the Company's capital structure and share ownership composition are based on Deed 54/2020, Deed 41/2021 and the Company's Shareholders Register of June 2024 issued by Ficomindo Buana Registrar as the Company's Securities Administration Bureau, as follows:

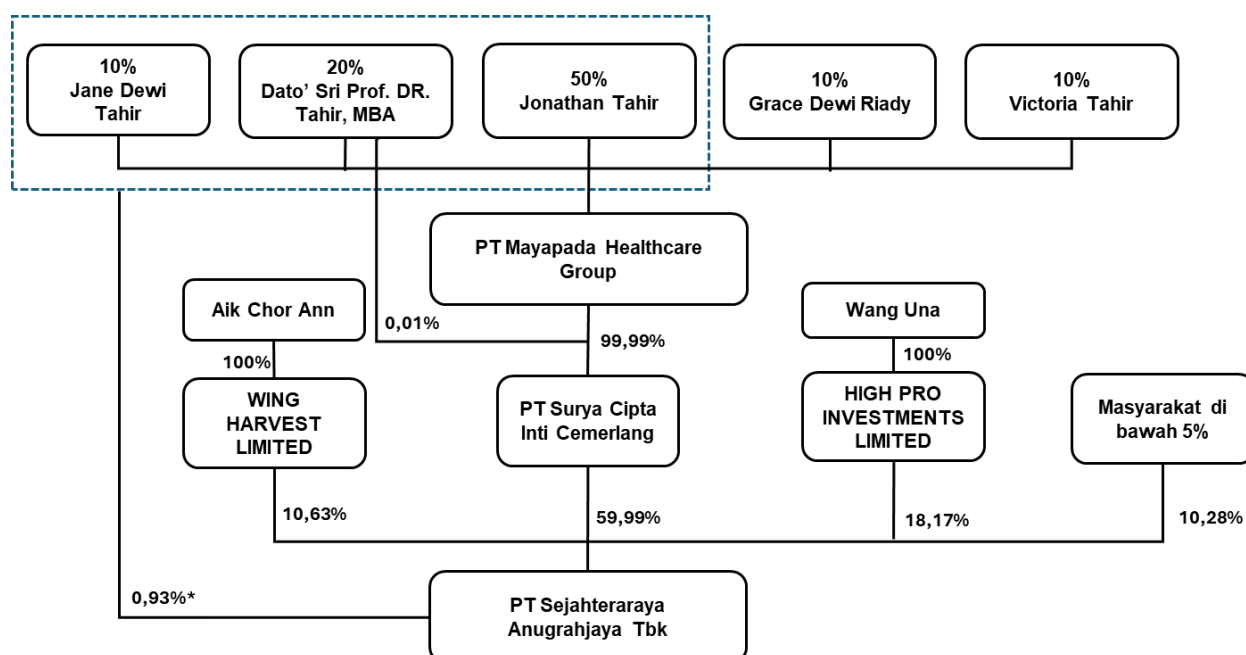
Description	Nominal value Rp100 per share		
	Number of Shares	Nominal Value (Rp)	(%)
Authorized Capital	48,000,000,000	4,800,000,000,000	-
SCIC	7,199,214,743	719,921,474,300	59,99
HPIL	2,179,993,002	217,999,300,200	18,17
Wing Harvest Ltd	1,275,665,754	127,566,575,400	10,63
Dato'Sri Prof. DR Tahir MBA	2,500,000	250,000,000	0,02
Jane Dewi Tahir	50,000,000	5,000,000,000	0,42
Jonathan Tahir	58,252,800	5,825,280,000	0,49
Public Ownership below 5%	1,235,079,146	123,507,914,600	10,28
Total	12,000,705,445	1,200,070,544,500	100,00
Shares in Portepel	35,999,294,555	3,599,929,455,500	-

Since the Company's Initial Public Offering in 2011 up to the date of this Information Disclosure, the Company has undertaken 2 capital increases as follows:

1. In 2012, the Company conducted a Limited Public Offering I with Pre-emptive Rights ("**Rights Issue I**"), pursuant to which the Company issued 2,495,233,593 new shares, each with a nominal value of Rp100. The Rights Issue I was approved by the GMS based on the Deed of Minutes of the Extraordinary General Meeting of Shareholders of the Company No. 59 dated 11 December 2012 made before Buntario Tigris Darmawa Ng, S.H., Notary in Central Jakarta and obtained an effective statement from the Capital Market and Financial Institutions Supervisory Agency based on Letter No. S-14122/BL/2012 dated 11 December 2012; and
2. In 2016, the Company conducted a Limited Public Offering II with Pre-emptive Rights ("**Rights Issue II**"), pursuant to which the Company issued 2,887,300,388 new shares, each with a nominal value of Rp100. The Rights Issue II was approved by the GMS based on the Deed of Minutes of Extraordinary General Meeting of Shareholders of the Company No. 2,321 dated 29 June 2016 made before Buntario Tigris Darmawa Ng, S.H., Notary in Central Jakarta and obtained an effective statement from OJK based on Letter No. S-614/D.04/2016 dated 26 October 2016.

Other than PUT I and PUT II, the Company has not conducted any capital increase, including share ownership programme for management and/or employees of the Company since the Initial Public Offering in 2011 until the date of this Information Disclosure.

Diagram of ownership of the Company:



***Catatan:**

- Dato' Sri Prof. DR. Tahir, MBA owns 0,02% shares in the Company
- Jane Tahir owns 0,42% shares in the Company
- Jonathan Tahir owns 0,49 shares in the Company

The Controller of the Company as of the date of this Information Disclosure is Jonathan Tahir.

C. Composition of Management and Supervisory

As of the date of this Information Disclosure, the composition of the Board of Directors and Board of Commissioners of the Company is as stated in Deed 43/2024, as follows:

Board of Commissioners

President Commissioner	: Jonathan Tahir
Commissioner	: H.R. Agung Laksono (H. Raden Agung Laksono)
Commissioner	: Daniel Tjen (Major General Ret. Daniel Tjen)
Independent Commissioner	: drg. Melanie Hendriaty, S.Ms.
Independent Commissioner	: Dr. A. Indrajana Soediono

Board of Directors

President Director	: Grace Dewi Riady
Director	: Jane Dewi Tahir
Director	: Jon Lie Sarpin

D. Business Activities

The main business activity of the Company at the time of this Information Disclosure is private hospital activities where the Company, among others, can carry out health care activities and physical treatment, both for outpatient care and hospitalization (inpatient), which is carried out by private general hospitals, private maternity homes, private special hospitals.

E. Overview of the Company's Financial Data

The summary of the Company's financial data as of 31 December 2023 and 31 March 2024 is as follows:

(in millions of Rupiah)

Description	Based on 2023 Financial Statements (audited)	Based on March 2024 Financial Report (unaudited)
<i>Total current assets</i>	998,249	952,410
Total assets	5,606,291	5,618,953
<i>Total liabilities</i>	3,748,834	3,756,693
Total equity	1,857,457	1,862,260
Total liabilities and equity	5,606,291	5,618,953
<i>Revenue</i>	2,503,174	746,135
<i>Gross Profit</i>	718,020	206,648
<i>Operating Profit</i>	106,261	45,643
<i>Profit (Loss) Before Income Tax</i>	(31,291)	8,518
<i>Profit (Loss) for the Period</i>	(38,313)	4,803
<i>Comprehensive Income (Loss) for the Period</i>	(37,681)	4,803
Financial Ratio		
<i>Total liabilities / Total equity (X)</i>	2,0	2,0
<i>Total liabilities / Total assets (X)</i>	0,7	0,7
<i>Total current assets / Total current liabilities (X)</i>	0,5	0,5

GENERAL MEETING OF INDEPENDENT SHAREHOLDERS

To obtain approval from independent shareholders for the proposed PMTHMETD as required under Regulation 14/2019, the Company will hold an Independent GMS on Monday, 12 August 2024.

The agenda of the Independent GMS is as follows:

Approval of the Company's plan to conduct a Capital Increase without Pre-emptive Rights ("PMTHMETD") in accordance with the Financial Services Authority Regulation ("POJK") No. 14/POJK.04/2019 of 2019 concerning Amendments to OJK Regulation No. 32/POJK.04/2015 concerning Capital Increase of Public Companies with Pre-emptive Rights, with a maximum of 10% of the Company's paid-up and issued capital, including:

- a. Approval of the amendment to Article 4 paragraph (2) of the Company's Articles of Association related to the increase in the issued and paid-up capital of the Company in the PMTHMETD; and
- b. Granting power and authority to the Board of Directors of the Company, with the right of substitution, to carry out all necessary actions in the framework of the PMTHMETD, including but not limited to determining the implementation price, schedule and procedures, making or requesting all deeds, letters, and documents needed, appearing before authorised parties/officials including notaries, submitting applications to authorised parties/officials to obtain approval or notifying or reporting the matter to authorised parties/officials, in accordance with applicable laws and regulations.

The shareholders who are entitled to attend the Independent GMS are independent shareholders whose names are recorded in the Company's Shareholders Register and/or owners of the Company's shares in the securities sub-account at the Indonesian Central Securities Depository at the close of stock trading on the Indonesia Stock Exchange on 18 July 2024 at 16.00 WIB (*recording date*). Independent shareholders are shareholders of the Company who do not have personal economic interests in connection with a particular transaction and:

- (i) is not a member of the Board of Directors, a member of the Board of Commissioners, a major shareholder, and a controlling person of the Company; or
- (ii) are not affiliates of members of the Board of Directors, members of the Board of Commissioners, major shareholders, and controllers of the Company.

The quorum requirement of the Independent GMS to approve the PMTHMETD as required under Article 8A Regulation 14/2019 are as follows:

1. GMS is valid and may adopt valid and binding resolutions if attended by more than 1/2 (one-half) of the total number of shares with valid voting rights owned by independent shareholders and shareholders who are not affiliated with the Company, members of the board of directors, members of the board of commissioners, substantial shareholders, or controllers.
2. GMS resolutions are valid if approved by more than 1/2 (one-half) of the total number of shares with valid voting rights owned by independent shareholders and shareholders who are not affiliated with the Company, members of the board of directors, members of the board of commissioners, substantial shareholders, or controllers.
3. In the event that the attendance quorum at the first GMS is not achieved, the second GMS can be held if the GMS is attended by more than 1/2 (one-half) of the total number of shares with valid voting rights owned by independent shareholders and shareholders who are not affiliated with the Company, members of the board of directors, members of the board of commissioners, substantial shareholders, or controllers.
4. The resolution of the second GMS shall be valid if approved by more than 1/2 (one-half) of the total number of shares with valid voting rights owned by independent shareholders and shareholders who are not affiliated parties of the Company, members of the board of directors, members of the board of commissioners, substantial shareholders, or controllers present at the GMS.
5. In the event that the attendance quorum at the second GMS is not achieved, the third GMS may be held provided that the third GMS is valid and entitled to adopt resolutions if attended by independent shareholders and shareholders who are not affiliated parties of the Company, members of the Board of Directors, members of the Board of Commissioners, substantial shareholders, or controllers of shares with valid voting rights in the attendance quorum determined by OJK at the request of the Company.
6. Resolutions of the third GMS are valid if approved by independent shareholders and shareholders who are not affiliated parties of the Company, members of the board of directors, members of the board of commissioners, substantial shareholders, or controllers representing more than 50% (fifty percent) of the shares owned by independent shareholders and shareholders who are not affiliated parties of the Company, members of the board of directors, members of the board of commissioners, substantial shareholders, or controllers who attend the GMS.

The announcement and invitation of the GMS were announced on the Company's website, IDX website and eASY.KSEI website on 4 July 2024 and 19 July 2024, respectively.

STATEMENT OF THE COMPANY'S BOARD OF DIRECTORS AND BOARD OF COMMISSIONERS

This Information Disclosure and the opinions expressed in this Information Disclosure are fair and correct. The Board of Commissioners and Board of Directors of the Company after conducting a reasonable assessment, confirm that there are no important and relevant facts that are not stated which may cause the information or material facts in this Information Disclosure to be untrue and/or misleading.

ADDITIONAL INFORMATION

The Company plans to implement the PMTHMETD at the latest in 2025. Therefore, the Company will announce information on the certainty of the implementation of the PMTHMETD at the latest in the fourth quarter of 2025.

Shareholders who wish to obtain other information in connection with the PMTHMETD, may contact the Company on business days, by showing proof of share ownership and identity card through the following address:

PT Sejahteraraya Anugrahjaya Tbk
Honoris Raya Kav. 6
Modern City (Modernland)
Kota Tangerang 15117 - Indonesia
Phone: (021) 557 81888, Email: corporate.secretary@mayapadahospital.com
Up. Corporate Secretary