

DESCRIPTION OF SUBORDINATED BONDS III BANK OCBC NISP YEAR 2010

This Description of Subordinated Bonds III Bank OCBC NISP Year 2010 (“Description”) is an unofficial document extracted and translated from its original version in Indonesian language and is solely intended for the convenience of investors. In the event of inconsistency between the original Indonesian version and this Description, the original version shall prevail and this Description will be deemed to be amended to conform with and to make this Description consistent with the relevant original Indonesian version.

1. General

The following Description of the Subordinated Bonds represents the highlights of Trustee Agreement No. 30 dated 26 April 2010 in respect of Subordinated Bonds III Bank OCBC NISP Year 2010, Notarial Deed of the First Amendment to Trustee Agreement in respect of Subordinated Bonds III Bank OCBC NISP Year 2010 No. 20 dated 17 May 2010, Notarial Deed of the Second Amendment to Trustee Agreement in respect of Subordinated Bonds III Bank OCBC NISP Year 2010 No. 41 dated 17 June 2010 and Notarial Deed of the Third Amendment to Trustee Agreement in respect of Subordinated Bonds III Bank OCBC NISP Year 2010 No. 101 dated 30 June 2010, all of which were made before Fathiah Helmi, SH, Notary of Jakarta, and does not constitute the complete copy of all terms and conditions set forth in such Agreement.

The Subordinated Bonds are issued scripless, except for the Subordinated Bond Jumbo Certificate issued in the name of KSEI (Indonesian Central Securities Depository) as evidence of indebtedness in the interests of the Subordinated Bond Holders through the Account Holders. Ownership of the Subordinated Bonds by the Subordinated Bond Holders is evidenced by the Written Confirmation issued by KSEI or the Account Holders. The Subordinated Bonds must redeemed in the same amount as the principal amount as stated in the Written Confirmation and the principal amount as stated in the Subordinated Bond Jumbo Certificate on the Settlement Date of the Subordinated Bond Principal.

The payment of the Principal Amount of the Subordinated Bonds and/or the Subordinated Bond Interest to the Subordinated Bond Holders through the Account Holders is made by KSEI, as Paying Agent for and on behalf of the Company under the Paying Agent Agreement. The payment of the Principal Amount of the Subordinated Bonds and/or the Subordinated Bond Interest will be made based on the specified payment schedule, as set out herein. In the event that the Settlement Date by KSEI falls on a non-Trading Day, the payment will be made on the following Trading Day.

The title or ownership of the Subordinated Bonds shall move by the transfer of the Subordinated Bonds from one Securities Account to another. The Company, Trustee and Paying Agent shall treat the Account Holder as the lawful Subordinated Bond Holder that is entitled to receive payment of the Subordinated Bond Interest and the settlement of the Principal Amount of the Subordinated Bonds as well as other rights in relation to the Subordinated Bonds. Withdrawal of the Subordinated Bonds from the Securities Account can only be made by transferring them to another Securities Account. However, any withdrawal for the purpose of conversion into a bond certificate shall not be made, unless the registration of the Subordinated Bonds with KSEI is cancelled at the request of the Company or Trustee in accordance with the laws and regulations existing in the Indonesian Capital Market and resolutions of the Meeting of Subordinated Bond Holders.

2. Principal Amount, Offer Price, Interest and Transfer Unit of the Subordinated Bonds

Subordinated Bond Principal

The total principal amount of the Subordinated Bonds is Rp 880,000,000,000 (eight hundred eighty billion Rupiah) and such total principal amount of the Subordinated Bonds shall be indicated on the Jumbo Certificate pursuant to the provisions of Article 5 of the Trustee Agreement.

Offer Price

The Subordinated Bonds are offered at 100% (one hundred percent) of the nominal principal amount of the Subordinated Bonds.

Subordinated Bond Interest

The Subordinated Bonds bear interest at a fixed rate of 11.35% (eleven point three five percent) per year.

Such rate is an annual Interest rate at which interest is calculated from the nominal amount based on total number of Calendar Days that have actually elapsed on the assumption that 1 (one) year consists of 360 (three hundred sixty) Calendar Days and 1 (one) month consists of 30 (thirty) Calendar Days.

The Subordinated Bond Interest will be paid by the Company through KSEI as the Paying Agent to the Subordinated Bond Holders through the Account Holders on the Settlement Date of the relevant Subordinated Bond Interest according to the Register of Account Holders.

Transfer Unit

The Transfer Unit is Rp 1 (one Rupiah) or its multiples.

Each Subordinated Bond with par value of Rp1,00 (one Rupiah) entitles the relevant Subordinated Bond Holder to obtain 1 (one) casting vote at the Meeting of Subordinated Bond Holders (RUPO).

3. Term and Maturity of the Subordinated Bonds

The term of the Subordinated Bonds is 7 (seven) years from the Issuance Date. The Subordinated Bonds come into maturity on the seventh anniversary of the Issuance Date, i.e. 30 June 2017.

4. Security

The Subordinated Bonds are not secured by special guarantee nor by the Government of the Republic of Indonesia or any other third parties, nor are they included in the Blanket Guarantee Program by the Indonesia Deposit Insurance Corporation (LPS) or its successors under the applicable laws and regulations and constitute the Company's subordinated obligations. However, subject to the provisions of Articles 5.2 and 9.4 of the Trustee Agreement, the bonds are secured by all assets of the Company, whether movable and immovable, whether now existing or hereafter acquired, in accordance with the provisions of Articles 1131 and 1132 of the Indonesian Civil Code. Except for the Preferred Creditors, Deposit Customers and Senior Debt Creditors as set out in Article 5.2 of the Trustee Agreement, the rights of the Subordinated Bond Holders rank *pari passu*, among other things, with the rights of other junior creditors of the Company, whether now or hereafter existing, except for subordinated ones that under its terms and conditions shall rank below the Subordinated Bond Holders in terms of priority of payment, as provided for in Article 5.2. of the Trustee Agreement.

5. Settlement of the Principal of the Subordinated Bonds on the Settlement Date

Without prejudice to the provisions on the status of the Subordinated Bonds as set out in Article 5.2. of the Trustee Agreement:

- A. In accordance with the provisions of the Trustee Agreement, the Subordinated Bonds must be settled on the Settlement Date at the same price as the total value of the Principal Amount of the Subordinated Bonds specified in the Written Confirmation owned by the Subordinated Bond Holders on the Settlement Date. The Settlement of the Principal Amount of the Subordinated Bonds on the Settlement Date can only be made upon approval of Bank Indonesia, pursuant to Article 17 paragraph 2 letter b of Bank Indonesia Regulation Number 10/15/PBI/2008 dated 24 September 2008 on Minimum Capital Adequacy Requirements (CAR) of Commercial Banks. However, in the event that such Bank Indonesia approval as contemplated above is no longer required by Bank

Indonesia in the future, the Settlement of the Principal Amount of the Subordinated Bonds may be made without the approval of Bank Indonesia.

- B. Payment of the Principal Amount of the Subordinated Bonds to the Subordinated Bond Holders through the Account Holder is made by the Paying Agent on behalf of the Company under the Paying Agent Agreement.
- C. Payment of the Principal Amount of the Subordinated Bonds made by the Company to the Paying Agent is deemed to be full settlement of the Principal Amount of the Subordinated Bonds payable by the Company to the Subordinated Bond Holders once the funds are received by the Subordinated Bond Holders through the Account Holder at KSEI, in accordance with the Paying Agent Agreement. The Company is released from the obligation to make further payment of the relevant Principal Amount of the Subordinated Bonds accordingly.
- D. Upon the maturity of the Subordinated Bonds , the Company is financially and legally responsible for the full settlement of the Principal of the Subordinated Bonds.

6. Company's Negative and Affirmative Covenants

6.1 Negative Covenants:

Insofar as certain Amounts Payable remain outstanding and are not fully settled by the Company, the Company undertakes and covenants that the Company without the prior written approval of the Trustee, such approval subject to the following:

- a. the approval shall not be unreasonably withheld;
- b. the Trustee shall give the approval, refusal or may request additional data/other supporting documents in 14 (fourteen) Business Days after the request for the approval and all the supporting documents have been received by the Trustee. In the event that the Company fails to receive refusal, approval or request for additional data/other supporting documents from the Trustee within the 14 (fourteen) Business Days, the Trustee is deemed to have given its approval; and
- c. In the event that the Trustee requests for any additional data/other supporting documents, the approval or refusal must be given by the Trustee within 14 (fourteen) Business Days after it has received all the data/supporting documents. In the event tha the Company fails to receive refusal of, approval or request for additional data/other supporting documents from the Trustee within the 14 (fourteen) Business Days, the Trustee is deemed to have given its approval.

the Company will not:

6.1.1. reduce its authorized capital, issued capital and paid-up capital;

or

6.1.2. change the Company's main business field;

6.2 Affirmative Covenants:

Insofar as certain Amounts Payable remain outstanding and are not fully settled by the Company, the Company undertakes to:

- 6.2.1 fulfill all provisions of the Trustee Agreement;
- 6.2.2 pay the amounts (in good funds) required for the settlement of the Principal Amount of the Subordinated Bonds and payment of the Interest on the Subordinated Bonds which are due no later than 1 (one) Trading Day prior to the Date of Settlement of the the Principal of the Subordinated Bonds and/or the Date of Settlement of the Interest on the Subordinated Bonds to the Paying Agent and provide the Trustee with a copy of the proof of such payment on the same day;

- in the event that after the due Settlement Date of the Interest and/or the Settlement Date of the Principal of the Subordinated Bonds, the Company has not paid such amounts, the Company must pay default interest at a rate of 1% (one percent) per year above the Subordinated Bond Interest rate on the amounts due. The default interest is calculated based on the days elapsed, from the Payment Date of the Subordinated Bond Interest and/or the Settlement Date of the Bond Principal to the full payment of the payable amounts, with the assumption that 1 (one) year consisting of 360 (three hundred and sixty) Calendar Days and 1 (one) month of 30 (thirty) Calendar Days, subject to the provisions of the Paying Agent Agreement.

The default interest paid by the Company shall be the right of the Subordinated Bond Holders, which will be paid by the Paying Agent to the Subordinated Bond Holders in proportion to the number of Subordinated Bonds it has.

The obligation to make payment for the settlement of the Principal Amount of the Subordinated Bonds and/or the payment of the Subordinated Bond Interest on the Settlement Date and/or Payment Date thereof as provided for above shall be subject to the provision of Article 17 paragraph 2 letter d of Bank Indonesia Regulation Number 10/15/PBI/2008 dated 24-09-2008 (the twenty-fourth of September two thousand eight) on the Minimum Capital Adequacy Requirements (CAR) of Commercial Banks which stipulates that the payment for the settlement of the Principal Amount of the Subordinated Bonds and/or the payment of the Subordinated Bond Interest shall be deferred and accumulated between periods (cumulative), in the event that:

- (i) the Settlement of the Principal Amount of the Subordinated Bonds and/or the payment of the Subordinated Bond Interest may lead to the Company's failure to keep its Minimum Capital Adequacy Requirements (CAR), whether individual or consolidated, in accordance with the applicable provisions;
- (ii) the Company suffers a loss; or
- (iii) the Company's profitability condition is such that it impossible for the Company to pay the Subordinated Bond Interest.

- 6.2.3 conduct its business properly and comply with the general business practices within the scope of its activities and obey the applicable laws concerning the health and activities of commercial banks;
- 6.2.4 maintain proper financial accounting and audit systems pursuant to the Statement of Financial Accounting Standards and/or Indonesian Banking Accounting Guidelines as well as maintain books and other records which are sufficient to properly describe the financial conditions of the Company and its operating income under the generally accepted accounting principles prevailing in Indonesia;
- 6.2.5 promptly notify the Trustee of information on every circumstance or condition which may significantly or adversely affect the Company's business or operations, in accordance with the applicable provisions of the Capital Market and Financial Institutions Supervisory Board (Bapepam-LK).
- 6.2.6 duly pay all of the Company's tax obligations;
- 6.2.7 provide the Trustee with a copy of financial statements which is submitted to Bapepam-LK, Stock Exchange and KSEI by no later than 2 (two) Business Days after the report is submitted to the aforementioned parties;
- 6.2.8 notify the Trustee in writing of any amendments to its Articles of Association that have been approved by the Minister of Law and Human Rights of the Republic of Indonesia and/or notice of amendment of the Articles of Association to the Minister of Law and Human Rights of the Republic of Indonesia which is well received by the Minister of Law and Human Rights of the Republic of Indonesia and registered in the Register of Companies no later than 7 (seven) Business Days upon receipt of the approval and/or registration.
- 6.2.9 Without prejudice to the applicable laws and regulations, in the event of any potential Default and/or actual Default as contemplated in Article 9 of the Trustee Agreement, permit the Trustee or the Trustee's nominee, upon 3 (three) Business Days' written request, to enter premises owned or controlled by the Company and check the Company's books, licenses and financial conditions, inventories, agreements, invoices, accounts and other documents related to the Company's business during the Company's business hours, insofar as such documents are not confidential as contemplated by Bank Indonesia Regulation, for the purpose of performing its duty as the Trustee under the Trustee Agreement.
- 6.2.10 notify the Trustee of the resolutions of the Meeting of Shareholders no later than 2 (two) Business Days after the Meeting is held;
- 6.2.11 Comply with the applicable provisions in relation to the banking activities in Indonesia which are among others provided for in Banking Law and its future amendments and implementing guidelines as set out in government regulations, decisions of the Minister of Finance of the Republic of Indonesia, decisions of the Board of Directors of Bank Indonesia and Bank Indonesia Regulations (PBI) as well as Bank Indonesia Circular Letters;

- 6.2.12 maintain its assets in good condition under the general provisions concerning similar assets and businesses;
- 6.2.13 maintain the current insurance related to the Company's business activities and assets under Bank Indonesia Regulations (PBI) with reputable insurance companies against all risks generally facing companies with the same business field as the Company's;
- 6.2.14 promptly notify the Trustee in writing of any criminal, civil, administrative and labor cases facing the Company having obtained a final decision, which in the Company's opinion may have a material adverse effect on the Company's ability to fulfill its payment obligations as set out in the Trustee Agreement;
- 6.2.15 promptly notify the Trustee in writing upon knowing the occurrence of default as set out in Article 9 of the Trustee Agreement or any events which potentially leads to default or of a notice of default delivered by the Company's creditor;
- 6.2.16 continue the Company's main business;
- 6.2.17 issue and deliver the Jumbo Certificate to KSEI in favour of the Subordinated Bond Holders as proof of registration in the Register of Subordinated Bond Holders and deliver to the Trustee a copy of the Subordinated Bond Jumbo Certificate together with the receipt from KSEI .
- 6.2.18 conduct the Subordinated Bond rating pursuant to Regulation Number: IX.C.11 Attachment to Decision of the Chairperson of Bapepam-LK Number: KEP-135/BL/2006 dated 14-12-2006 (the fourteenth of December two thousand six) concerning the Rating of Debt Securities conducted by a Rating Company, namely:
 - i. the rating of the Subordinated Bonds shall be conducted annually throughout the term of the Subordinated Bonds and the Company shall to provide the Rating Company with all documents required for such annual rating no later than 30 (thirty) Calendar Days prior to expiration of the last rating period, and at least 14 (fourteen) Calendar Days after expiration of the last rating period, the Company shall deliver the rating outcome to Bapepam-LK, the Trustee and the Stock Exchange as well as announce such rating outcome at least in 1 (one) Indonesian language daily newspaper having a nationwide circulation.
 - ii. The Subordinated Bonds must be rated no later than 2 (two) Business Days as from the existence of any facts or events that may have material adverse effect on the Company's ability to fulfill its obligations in respect of the Subordinated Bonds and the risks facing the Subordinated Bond Holders, and the Company is obligated to deliver the rating outcome to Bapepam-LK, the Trustee and the Stock Exchange no later than 2 (two) Business Days after it receives the new rating outcome, statements or opinions and announce the new rating results, statements or opinions at least in 1 (one) Indonesian newspaper having a nationwide circulation, no later than 2 (two) Business Days after the receipt thereof.

iii. The Company shall provide the Rating Company with all documents required for the rating no later than 120 (one hundred and twenty) Calendar Days prior to the Settlement Date of the Subordinated Bond Principal, and no later than 90 (ninety) Calendar Days prior to the Settlement Date of the Subordinated Bond Principal, the Company shall deliver the rating outcome to Bapepam-LK, the Trustee and the Stock Exchange and announce the rating outcome in 1 (one) Indonesian newspaper having nationwide circulation.

or conduct the rating pursuant to Bapepam-LK Regulation in the event of any amendments to Regulation Number: IX.C.11 of Attachment to Decision of the Chairperson of Bapepam-LK Number: KEP-135/BL/2006 dated 14-12-2006 (the fourteenth of December two thousand six) concerning Bond Rating.

7. Status of the Subordinated Bonds

The Company, its successors and assigns as well as the Trustee for each Subordinated Bond Holder receiving the Subordinated Bonds hereby irrevocably acknowledge and agree that:

A. The Subordinated Bonds are not secured by any specific security nor by third parties, without prejudice to the provisions of Article 11 of the Trustee Agreement, including by the Government of the Republic of Indonesia and not included in the Blanket Guarantee Program by the Indonesia Deposit Insurance Corporation (LPS) or its successors under the applicable laws and regulations and constitute the Company's subordinated obligation.

In the event of occurrence of event of default or any other breach of the Trustee Agreement as contemplated in Article 9, including but not limited to any default on payments when due, the rights of the Trustee and the Subordinated Bond Holders (through the Trustee) to claim for any payment on the Amounts due and other amounts payable by the Company are limited pursuant to Article 9.4 of the Trustee Agreement and the provisions concerning the Subordinated Bonds status as set out in Article 5.2 of the Trustee Agreement, without exception.

B. In the event of Winding-up or dissolution or liquidation of the Company for any reason whatsoever, the distribution of the Company's assets from Liquidation for payment of the Amounts due by the Company to the Subordinated Bond Holders is made in the order as set out in Article 5.2.C of the Trustee Agreement and as mentioned in point C below, and the payment will be made only if all of the Company's payment obligations to the Preferred Creditors, Senior Debt Creditors and Deposit Customers are fulfilled under the applicable laws and regulations in the Republic of Indonesia.

The right to claim related to the Subordinated Bonds shall be without priority and shall rank pari passu between the Subordinated Bond Holders or other creditors, whether now or hereafter existing, having the right to any subordinated payment obligations of the Company which under its terms, its payment right is pari passu with the Subordinated

Bonds, but with claim rights not lower than the claim rights of the Company's shareholders but higher than the claim rights of any creditors having subordinated payment obligations of the Company (if any), which under its terms, have claim rights below those of the Subordinated Bonds.

C. In the event of Liquidation:

- (i) the Subordinated Bond Holders shall receive payments of the Amounts due under the Subordinated Bonds only after:

- C.i.1. The Preferred Creditors have received full payment of all their receivables under the applicable laws and regulations.

- C.i.2. After the Preferred Creditors have received their payments, payments shall first be made to any Senior Debt Creditors and Deposit Customers under their respective loan agreements and the relevant security provided.

- (ii) After full payments are made to the Preferred Creditors, Senior Debt Creditors and Deposit Customers under the provisions of their respective loan agreements, the Subordinated Bond Holders (including subordinated Bond Holders or other subordinated loan creditors who rank *pari passu* with the Subordinated Bond Holders) are entitled to receive full payment of all its receivables under the provisions of respective loan agreements;

- (iii) As long as the Preferred Creditors, Senior Debt Creditors and Deposit Customers have not received such full payments, although the Trustee receives payments or distribution from the receiver, liquidator or other similar officers in charge of the Company's property and assets during the Liquidation,:

- C.iii.1. the Trustee may not distribute the money it receives from the receiver, liquidator or other similar officer in charge of the Company's property and assets during the Liquidation to the Subordinated Bond Holders, unless the Trustee has received:

- C.iii.1.a. written confirmation from the receiver, liquidator or other similar officer in charge of the Company's assets during the Liquidation that all Preferred Creditors, Senior Debt Creditors and Deposit Customers have received full payment; or

- C.iii.1.b. an order from a competent court in the relevant jurisdiction giving instruction or authority to the Trustee to pay the Subordinated Bond Holders because all Preferred Creditors, Senior Debt Creditors and Deposit Customers have received the full payment.

- C.iii.2. In the event that Trustee fails to receive the written confirmation as set out in C.iii.1.a or the court order as set out in C.iii.1.b as set out in this paragraph, the Trustee must immediately return the payment it receives to the receiver, liquidator or other similar officer in charge of the Company's property and assets during the Liquidation to pay the Preferred Creditors, Senior Debt Creditors and Deposit Customers who have not been paid.

- In the event that the receiver, liquidator or other similar officer in charge of the Company's property and assets during the Liquidation fails to receive the money returned by the Trustee, the Trustee must open a separate Bank account and pay the money into such account until the Trustee receives the letters/documents as mentioned in items C.iii.1.a. or C.iii.1.b. above.

(iv) Except for the Preferred Creditors, Senior Debt Creditors and Deposit Customers, subject to Article 5.2.D of the Trustee Agreement, any Subordinated Bond Holder who directly receives (either by set-off or otherwise) payment or asset distribution from the Company of any kind or nature whatsoever, either in the form of cash, property or securities, shall make payment or return the asset distribution to the Trustee or the receiver in bankruptcy, or the liquidator or or other similar officer in charge of the Company's property and assets during the Liquidation for the Company's asset distribution under the provisions of items C.i and C.ii above.

(v) In the event that the remaining amounts from the Company's Liquidation after payment to the Preferred Creditors, Senior Debt Creditors and Deposit Customers are insufficient to pay the Amounts due related to the Subordinated Bonds and any claims ranking pari passu with the Subordinated Bonds, the Subordinated Bond Holders and holders of claims ranking pari passu with the Subordinated Bonds shall be entitled to such remaining amounts on a pro rata basis.

D. Any rights to set-off, counterclaim, reclaim and retention and other similar rights that may cause the Subordinated Bond Holders, both severally and jointly, to receive settlement of the Amounts due, either partially or wholly, are hereby waived and declared null and unenforceable, both at the request of any parties and by law. For avoidance of doubt, no Subordinated Bond Holder shall make or request any set-off, counterclaim, reclaim and retention and other similar rights related to the Amounts due by the Company arising from the issuance of the Subordinated Bond.

(a) Without prejudice to the generality of this provision, any provisions of Articles 1425 to 1435 of the Indonesian Civil Code which enable the set-off as prohibited by this provision are hereby expressly and irrevocably waived and unenforceable, both at the request of any parties and by law;

(b) Any rights to request the set-off as set out in Article 51 paragraph (1) of Law of the Republic of Indonesia Number: 37 of 2004 dated 14-10-2004 (the fourteenth of October two thousand and four) concerning Bankruptcy and Suspension of Debt Payment Obligations and any amendments, replacements, and implementing regulations as well as any similar rights as set out in laws and regulations specified by Bank Indonesia in relation to the Winding-up or Liquidation of a bank are hereby expressly and irrevocably waived, declared null and void and unenforceable.

Any settlements of the Amounts due as a result of rights to set-off, counterclaim, reclaim and retention and other similar rights are deemed non-existent accordingly.

- E. The Subordinated Bonds are issued to be treated as the Company's Lower Tier 2 Capital as defined in Bank Indonesia Regulation Number: 10/15/PBI/2008 dated 24 September 2008 concerning Minimum Capital Adequacy Requirements (CAR) of Commercial Banks, with due regard for the market risks, and its amendments as well as its implementing regulations. Therefore, under such provisions, the Subordinated Bonds, whether partially or wholly, shall not be cancelled or otherwise fully redeemed prior to the maturity date of the Subordinated Bonds under the provisions of this Article without the prior consent of Bank Indonesia (or its successors) under the provisions of Article 5 of the Trustee Agreement.
- F. The Subordinated Bonds are expected to be consolidated Lower Tier 2 Capital of OCBC Group in accordance with the provisions of MAS Regulation. The MAS consent as required in Article 15.3 of the Trustee Agreement is no longer required if such MAS Regulation in the future no longer requires MAS' consent for the amendment to the Trustee Agreement as provided in Article 15.3 of the Trustee Agreement.

8. Rights of the Subordinated Bond Holders

- A. The Subordinated Bond Holders are entitled to receive the settlement of the Principal Amount of the Subordinated Bonds and/or the payment of the Subordinated Bond Interest from the Company which is paid through KSEI as the Paying Agent on the Settlement Date and/or the Payment Date thereof. Without prejudice to other provisions of the Trustee Agreement, the Subordinated Bond must be settled at the same price as the principal amount in the Written Confirmation owned by the Subordinated Bond Holders.
- B. The Subordinated Bond Holders whose names are listed on the Register of Account Holders 4 (four) Trading Days prior to the Payment Date of the Subordinated Bond Interest are entitled to the Subordinated Bond Interest. Therefore, if the transaction of the Subordinated Bonds is conducted within 4 (four) Trading Days prior to the Payment Date of the Subordinated Bond Interest, the buyers of the Subordinated Bonds receiving the transfer of the Subordinated Bonds is not entitled to the Subordinated Bond Interest during the period of the relevant Subordinated Bond Interest, unless stipulated otherwise by KSEI under the applicable provisions of KSEI.
- C. In the event that the Payment Date of the Subordinated Bond Interest and/or the Settlement Date of the Principal Amount of the Subordinated Bonds have fallen due and the Company fails to pay the aforementioned amounts, the Company must pay default interest due to its default at a rate of 1 % (one percent) per year above the applicable Subordinated Bond Interest rate under Article 5 of the Trustee Agreement. The Default Interest paid by the Company will be paid to the Subordinated Bond Holders in proportion to the total amount of Subordinated Bonds it owns.

- D. One or more Subordinated Bond Holders representing at least 20% (twenty percent) of the Principal Amount of the Subordinated Bonds then outstanding and not including the Subordinated Bonds owned by the Company's Affiliates are entitled to submit a written request to the Trustee to hold a Meeting of Subordinated Bond Holders containing the agenda for the meeting by enclosing a photocopy of Written Confirmation for Meeting of Shareholders (KTUR) from KSEI obtained through the Account Holders and showing original KTUR to the Trustee, provided that upon issuance of the KTUR, the Subordinated Bonds will be frozen by KSEI in an amount equal to those as set out in the KTUR. The freezing by KSEI can only be revoked upon written consent from the Trustee.
- E. Through the resolutions adopted at the Meeting of Subordinated Bond Holders with the quorum as stipulated in the Trustee Agreement, the Subordinated Bond Holders among other things are entitled to take following actions:
- (i) To deliver notification to the Company or Trustee or to give direction to the Trustee or to approve grace period for any default under the Trustee Agreement and other consequences or to take any other actions; or
 - (ii) To terminate the Trustee and appoint its successor under the provisions of the Trustee Agreement; or
 - (iii) To take any other actions authorized to be taken by or on behalf of the Subordinated Bond Holders under the provisions of the Trustee Agreement or the applicable laws and regulations; or
 - (iv) To adopt resolutions in relation to any amendments to the Principal Amount of the Subordinated Bonds, interest rate of the Subordinated Bonds, payment method of the Subordinated Bond Interest, term of the Subordinated Bond and amendments to the agreement which can only be made as a result of the Company's default as contemplated in Article 9.2.a of the Trustee Agreement or the Company's potential default (the party authorized to determine the Company's potential default is the Trustee in accordance with the provision in Article 3.3.c.2 of the Trustee Agreement) which may lead the Company to the circumstances as contemplated in Article 9.2.a of the Trustee Agreement and continue to be bound by the provisions of Article 5.2 of the Trustee Agreement in any circumstances.

9. Company's Events of Default

- 9.1 In the event of default as contemplated in:
- a. Paragraph 9.2 letter a of this Article and the situation or event continues to occur for 15 (fifteen) Business Days and after receiving a notice from the Trustee, the situation or event is not rectified or remedied in the manner satisfactory to the Trustee;
 - b. Paragraph 9.2 letter b of this Article; for the purpose of this letter b, the Company shall be deemed to be in default without the requirement of a notice from the Trustee and regardless of any remedy for the event;

the Trustee is obligated to inform the Subordinated Bond Holders of the situations or events by making announcement in 1 (one) Indonesian daily newspaper having nationwide circulation in the Company's domicile.

The Trustee, at its own discretion, may hold the Meeting of Subordinated Bond Holders under the provisions and procedures as specified in the Trustee Agreement.

In the Meeting of Subordinated Bond Holders, the Trustee will require the Company to give explanations and specify the measures in relation to its default.

In the event that the Meeting of Subordinated Bond Holders cannot accept the explanations and reasons given by the Company, and subject to Paragraph 9.4 and other provisions of the Trustee Agreement, if required, the subsequent Meeting of Subordinated Bond Holders will be held to discuss and resolve on the measures which must be taken against the Company in relation to the Subordinated Bonds.

In the event that Meeting of Subordinated Bond Holders resolves that the Trustee may demand payment from the Company, subject to the provisions of paragraph 9.4 and other provisions of the Trustee Agreement, the Subordinated Bonds, based on resolutions of the Meeting of Subordinated Bond Holders, shall become due and payable and the Trustee shall demand payment from the Company within the period specified at the Meeting of Subordinated Bond Holders .

- 9.2 Any one or more events described below shall constitute default under Paragraph 9.1 :
- a. The Company fails to pay the Principal Amount of the Subordinated Bonds on its Settlement Date and/or the Subordinated Bond Interest on its Payment Date to the Subordinated Bond Holders, unless the default on the payment of Subordinated Bond Interest results from a delay and accrual of the Subordinated Bond Interest by Bank Indonesia in accordance with the provisions of Article 17 paragraph 2 letter d of Bank Indonesia Regulation Number 10/15/PBI/2008 dated 24-09-2008 (twenty-fourth of September two thousand and eight), provided that the delay in the payment of the Subordinated Bond Interest by Bank Indonesia occurs only for 2 (two) payment terms of the Subordinated Bond Interest; or
 - b. The Company is dissolved or declared bankrupt under a final decision, both as a result of winding-up or otherwise;
- 9.3 In the event that the Company is dissolved or declared bankrupt under a final decision as a result of winding-up or otherwise, the Trustee is entitled, without holding the Meeting of Subordinated Bond Holders, to act in the interests of the Subordinated Bond Holders and in accordance with the provisions of Article 5.2 of the Trustee Agreement, to adopt resolutions deemed beneficial to the Subordinated Bond Holders, including filing a petition for bankruptcy and/or Liquidation and for such reason, the Trustee is released from all actions and claims by the Subordinated Bond Holders, in accordance with the applicable laws and regulations, specifically banking regulations.
- 9.4 Notwithstanding any provisions of the Trustee Agreement contradictory to Paragraph 9.4 and subject to the provisions for the status of the Subordinated Bonds as set out in Article

5.2 of the Trustee Agreement, the Trustee for the Subordinated Bond Holders and each Subordinated Bond Holder (upon receiving the Subordinated Bond) irrevocably acknowledges and agrees that both the Trustee on behalf of the Subordinated Bond Holders and the Subordinated Bond Holders:

- a. In the event of default as contemplated in Paragraph 9.2, the Company shall not be claimed for any matters, whether in or outside of court, unless a petition for bankruptcy and/or Liquidation is filed against the Company with the competent authorities, and the Subordinated Bonds shall become due forthwith and demand payment from the Company as the first step of the petition for Bankruptcy and/or Liquidation of the Company (and not for any other purposes) under the applicable laws and regulations; and
- b. In the event of breach of the provisions of the Trustee Agreement in any form whatsoever other than the events of default as contemplated in Paragraph 9.2 and/or the events of default under the Issuance Documents other than the Subordinated Bonds or Trustee Agreement, such breach shall not be deemed as an event of default of the Trustee Agreement and no action shall be taken against the Company for any matters, whether in and out of court, other than to cause the Company to perform its obligations under the Trustee Agreement (except for the payment obligation of the Principal Amount of the Subordinated Bonds and/or the Subordinated Bond Interest including the Default Interest (if any)); provided that the Company cannot be forced to pay into or pay money in any amounts as a result of the actions taken by the Trustee under Paragraph 9.4 letter b.

Without prejudice to the generality of this Paragraph 9.4, and under the provisions of the status of the Subordinated Bonds as set out in Article 5.2. of the Trustee Agreement, the Trustee for each Subordinated Bond Holders and each Subordinated Bond Holder (upon receiving the Subordinated Bonds) irrevocably acknowledge and agree to waive any provisions of Article 1267 of the Indonesian Civil Code and any other provisions in the Indonesian Civil Code which in essence compel the Company to pay the Principal Amount of the Subordinated Bonds and/or the Subordinated Bond Interest earlier than its due date under the Trustee Agreement if the Trustee fails to take the actions under Paragraph 9.4.

10. Meeting of Subordinated Bond Holders

The following provisions apply to the Meeting of Subordinated Bond Holders, the required quorum, voting rights and decision making, without prejudice to the Capital Market regulations, applicable laws and regulations as well as the Stock Exchange Regulations.

- 10.1 The Meeting of Subordinated Bond Holders may be held at any time under the provisions of this Article, among other things, for the following purposes:

- a. To deliver notification to the Company or Trustee or to give direction to the Trustee or to approve grace period for any default under the Trustee Agreement and other consequences or to take any other actions; or
 - b. To dismiss the Trustee and appoint its successor under the provisions of the Trustee Agreement; or
 - c. To take any other actions authorized to be taken by or on behalf of the Subordinated Bond Holders under the provisions of the Trustee Agreement or the applicable laws and regulations; or
 - d. To adopt resolutions in relation to any amendments to the Principal Amount of the Subordinated Bonds, interest rate of the Subordinated Bonds, payment method of the Subordinated Bond Interest, term of the Subordinated Bond and amendments to the agreement which can only be made as a result of the Company's default as contemplated in Article 9.2.a of the Trustee Agreement or the Company's potential default (the party authorized to determine the Company's potential default is the Trustee in accordance with the provision in Article 3.3.c.2 of the Trustee Agreement) which may lead the Company to the circumstances as contemplated in Article 9.2.a of the Trustee Agreement and continue to be bound by the provisions of Article 5.2 of the Trustee Agreement in any circumstances
- 10.2 In accordance with the applicable Capital Market Regulations, the Meeting of Subordinated Bond Holders can be held in the event that:
- (1) One or more Subordinated Bond Holders representing at least 20% (twenty percent) of the Principal Amount of the Subordinated Bonds then outstanding and not including the Subordinated Bonds owned by the Company's Affiliates are entitled to submit a written request to the Trustee to hold a Meeting of Subordinated Bond Holders containing the agenda for the meeting by enclosing a fotocopy of Written Confirmation for Meeting of Shareholders (KTUR) from KSEI obtained through the Account Holders and showing original KTUR to the Trustee, provided that upon issuance of the KTUR, the Subordinated Bonds will be frozen by KSEI in an amount equal to those as set out in the KTUR. The freezing by KSEI can only be revoked upon written consent from the Trustee.
 - (2) It is deemed necessary by the Trustee or Bapepam-LK or the Company to hold the Meeting of Subordinated Bond Holders.
- 10.3 The Trustee shall convene and hold the Meeting of Subordinated Bond Holders, no later than 30 (thirty) Calendar Days of the receipt of the request. If the Trustee refuses the request of the Subordinated Bond Holders to hold the Meeting of Subordinated Bond Holders, the Trustee must inform the requesting party in writing of any reasons for the refusal with a copy thereof delivered to Bapepam-LK no later than 14 (fourteen) Calendar Days upon receipt of the request.
- 10.4 Procedures for the Meeting of Subordinated Bond Holders:

- (a) The Meeting of Subordinated Bond Holders can be held in the Company's domicile or any other places agreed upon by the Company and Trustee.
- (b) The notice for the Meeting must be announced at least once in 1 (one) Indonesian daily newspaper having nationwide circulation, provided that:
 - 1. The notice for the meeting is made no less than 10 (ten) Business Days prior to the date of the Meeting of Subordinated Bond Holders, not including the date of the Meeting of Subordinated Bond Holders.
 - 2. In the event that quorum is not reached in the first Meeting of Subordinated Bond Holders, the second Meeting of Subordinated Bond Holders can be held with the same agenda, by no later than 10 (ten) Business Days after the first Meeting of Subordinated Bond Holders and the notice for the second Meeting of Subordinated Bond Holders is made once no later than 5 (five) Business Days prior to the second Meeting of Subordinated Bond Holders and the notice therefor must be announced at least in 1 (one) Indonesian daily newspaper having nationwide circulation.
 - 3. The third Meeting of Subordinated Bond Holders and the notice therefor are made by following the procedures for the second Meeting of Subordinated Bond Holders.
- (c) The notice for the meeting must indicate the date, time, venue and agenda of the Meeting of Subordinated Bond Holders.
- (d) The Meeting of Subordinated Bond Holders is chaired by the Trustee and the Trustee is obligated to prepare the agenda and materials of the Meeting of Subordinated Bond Holders.
- (e) The Subordinated Bond Holders who are entitled to attend the Meeting of Subordinated Bond Holders are the Subordinated Bond Holders whose names are listed on the Register of Account Holders at least 3 (three) Business Days prior to the date of the Meeting of Subordinated Bond Holders.
- (f) The Subordinated Bond Holders attending the Meeting of Subordinated Bond Holders are obligated to present the original KTUR to the Trustee.
- (g) Each Subordinated Bond Holder at the Meeting of Subordinated Bond Holders is entitled to cast votes in proportion to the number of Bonds it owns.
- (h) The votes shall be cast in writing and signed and the KTUR number shall be mentioned, unless the Trustee stipulates otherwise.
- (i) No later than 2 (two) Business Days prior to the Meeting of Subordinated Bond Holders, the Company shall report to the Trustee all amounts of the Subordinated Bonds owned by its Affiliates.
- (j) Prior to the commencement of the Meeting of Subordinated Bond Holders:
 - The Company is obligated to make a statement of the Subordinated Bonds owned by it and/or its Affiliates; and

- The Subordinated Bond Holders or its proxy present at the Meeting of Subordinated Bond Holders is obligated to make a statement containing, among other things, whether or not the Subordinated Bond Holders are the Company's Affiliates.

10.5 Without prejudice to the Capital Market Regulations, applicable laws and regulations as well as Stock Exchange Regulations, unless specified otherwise in Article 10.5.B of the Trustee Agreement ;

A. 1. The Meeting of Subordinated Bond Holders can be held if attended by the Subordinated Bond Holders representing 66.67% (sixty-six point six seven percent) of the Principal Amount of the outstanding Subordinated Bonds (other than the amount of the Subordinated Bonds owned by the Company's Affiliates) and is entitled to pass final and binding resolutions if agreed by more than 66.67% (sixty-six point six seven percent) of the Subordinated Bonds present at the Meeting of Subordinated Bond Holders (other than the amount of the Subordinated Bonds owned by the Company's Affiliates);

2. In the event that the first Meeting of Subordinated Bond Holders fails to reach a quorum, the second Meeting of Subordinated Bond Holders can be held.

The second Meeting of Subordinated Bond Holders can be held if attended by the Subordinated Bond Holders representing 66.67% (sixty-six point six seven percent) of the Principal Amount of the outstanding Subordinated Bonds (other than the amount of the Subordinated Bonds owned by the Company's Affiliates) and is entitled to pass final and binding resolutions if agreed by more than 66.67% (sixty-six point six seven percent) of the Subordinated Bonds present at the Meeting of Subordinated Bond Holders (other than the amount of the Subordinated Bonds owned by the Company's Affiliates);

3. In the event that the second Meeting of Subordinated Bond Holders fails to reach a quorum, the third Meeting of Subordinated Bond Holders can be held.

The third Meeting of Subordinated Bond Holders can be held if attended by the Subordinated Bond Holders representing 50% (fifty percent) of the Principal Amount of the Subordinated Bonds payable (other than the amount of the Subordinated Bonds owned by the Company's Affiliates) and is entitled to pass final and binding resolutions if agreed by more than 50% (fifty percent) of the Subordinated Bonds present at the Meeting of Subordinated Bond Holders (other than the amount of the Subordinated Bonds owned by the Company's Affiliates).

B. the amendments to the Principal Amount of the Subordinated Bonds, interest rate of the Subordinated Bonds, payment method of the Subordinated Bond Interest, term of the Subordinated Bond and amendments to the agreement which can only be made as a result of the Company's default as contemplated in Article 9.2.a of the Trustee Agreement or the Company's potential default (the party authorized to determine the Company's potential default is the Trustee) which

may lead the Company to the circumstances as contemplated in Article 9.2.a of the Trustee Agreement and continue to be bound by the provisions of Article 5.2 of the Trustee Agreement in any circumstances and specifically for the Meeting of Subordinated Bond Holders making such decision on the matter, it is held under the following provisions:

1. The Meeting of Subordinated Bond Holders can be held if attended by the Subordinated Bond Holders representing more than 75% (seventy-five percent) of the Principal Amount of the outstanding Subordinated Bonds (other than the amount of the Subordinated Bonds owned by the Company's Affiliates) and is entitled to pass final and binding resolutions if agreed by more than 75% (seventy-five percent) of the Subordinated Bonds present at the Meeting of Subordinated Bond Holders (other than the amount of the Subordinated Bonds owned by the Company's Affiliates).
2. In the event that the first Meeting of Subordinated Bond Holders fails to reach a quorum, the second Meeting of Subordinated Bond Holders can be held. The second Meeting of Subordinated Bond Holders is valid and entitled to pass final and binding resolutions if attended by 75% (seventy-five percent) of the Principal Amount of the outstanding Subordinated Bonds (other than the amount of the Subordinated Bonds owned by the Company's Affiliates) and agreed by more than 75% (seventy-five percent) of the Subordinated Bonds present at the Meeting of Subordinated Bond Holders (other than the amount of the Subordinated Bonds owned by the Company's Affiliates).
3. In the event that the second Meeting of Subordinated Bond Holders fails to reach a quorum, the third Meeting of Subordinated Bond Holders can be held. The third Meeting of Subordinated Bond Holders can be held if attended by the Subordinated Bond Holders representing 75% (seventy-five percent) of the Principal Amount of the outstanding Subordinated Bonds (other than the amount of the Subordinated Bonds owned by the Company's Affiliates) and is entitled to pass final and binding resolutions if agreed by more than 75% (seventy-five percent) of the Subordinated Bonds present at the Meeting of Subordinated Bond Holders (other than the amount of the Subordinated Bonds owned by the Company's Affiliates).

10.6 The resolutions of the Meeting of Subordinated Bond Holders are binding upon all Subordinated Bond Holders, the Company and Trustee. Therefore, the Company, Trustee and Subordinated Bond Holders must comply with and observe the resolutions adopted by the Subordinated Bond Holders at the Meeting of Subordinated Bond Holders.

The resolutions of the Meeting of Subordinated Bond Holders on the amendments to the Trustee Agreement and/or other agreements in relation to the Subordinated

Bonds shall take effect as from the signing date of the amendments to the Trustee Agreement and/or other agreements in relation to the Subordinated Bonds.

- 10.7 In the event that the Meeting of Subordinated Bond Holders resolves to make amendments to the Trustee Agreement and/or other agreements among others in relation to changes to the Subordinated Bond Principal, rate of the Subordinated Bond Interest, payment method of the Subordinated Bond Interest and term of the Subordinated Bond and the Company refuses to sign the amendments to the Trustee Agreement and/or other agreements in relation thereto, no later than 30 (thirty) Business Days as from the resolution of the Meeting of Subordinated Bond Holders or other dates determined by the Meeting of Subordinated Bond Holders (in the event that the Meeting of Subordinated Bond Holders determines a certain date for signing the amendments to the Trustee Agreement and/or other agreements), the Trustee is entitled to directly demand payment of the Amounts due from the Company without first convening the Meeting of Subordinated Bond Holders, and the Trustee is released from all actions and claims by the Subordinated Bond Holders accordingly.
- 10.8 The voting rights of the Subordinated Bonds owned by the Affiliates cannot be used at the Meeting of Subordinated Bond Holders and are not taken into account in the attendance quorum of the Meeting of Subordinated Bond Holders.
- 10.9 Further regulations of organizing the Meeting of Subordinated Bond Holders and the procedures therefor can be made and if necessary, perfected or amended by the Company and Trustee in accordance with Capital Market Regulations, applicable laws and regulations as well as Stock Exchange Regulations, in accordance with the provisions of Article 15 paragraph 3 of the Trustee Agreement.
- 10.10 The advertising costs of the notice for the Meeting of Subordinated Bond Holders and the notification of the minutes thereof as well as all costs of the Meeting of Subordinated Bond Holders, including but not limited to, the Notary's fee and the rent of the room as reasonably incurred shall be for the account of the Company and the Company promises to pay to the Trustee no later than 7 (seven) Business Days after the Company receives a demand for the costs from the Trustee, unless otherwise provided for in Article 3.8.B of the Trustee Agreement.
- 10.11 The Minutes of the Meeting of Subordinated Bond Holders must be made by a Notary at the Meeting of Subordinated Bond Holders as valid proof binding on the Subordinated Bond Holders, Trustee and Company. The Trustee shall announce the minutes of the Meeting of Subordinated Bond Holders in 1 (one) daily newspaper having nationwide circulation by no later than 7 (seven) Calendar Days after the date of the Meeting of Subordinated Bond Holders.
- 10.12 In the event that the provisions of the Meeting of Subordinated Bond Holders are specified otherwise by the Capital Market laws and regulations, the Capital Market laws and regulations shall apply.

11. Notification

All notifications from the Company to the Trustee and vice versa shall be deemed to have been validly and duly made as long as they are made in writing, signed and delivered to the Company's and/or Trustee's address by registered mail or by hand with a receipt therefor or by facsimile.

12. Governing Law

All agreements related to the Subordinated Bonds are subject to Indonesian laws.

The explanations on Taxation, Trustee, Paying Agent and Definitions to be described below are information from the Prospectus of SUBORDINATED BONDS III Bank OCBC NISP Year 2010.

13. Taxation

Income Tax of Bond Interest received or obtained by a Bond Holder is calculated and treated under the applicable Indonesian Taxation Regulations.

According to Government Regulation of the Republic of Indonesia No. 16 of 2009 dated 9 February 2009 on Income Tax of Bond Interest, the income received or obtained by the Taxpayer in the form of Bond Interest shall be subject to withholding of the final Income Tax, as further specified below:

- i) 15%, on Interest Bearing Bonds for domestic Taxpayers and permanent establishments (PE) and 20% or based on the rate under the provisions of Double Taxation Avoidance Treaty (P3B) for foreign Taxpayers other than permanent establishments. The taxable amount is calculated from gross interest amount in accordance with holding period of the Bond.
- ii) 15%, on Discounted Coupon Bonds for domestic Taxpayers and permanent establishments (PE) and 20% or based on tariff under the provisions of Double Taxation Avoidance Treaty (P3B) for foreign Taxpayers other than permanent establishments. The taxable amount is calculated from difference between the sale price and the nominal amount in which the Bond is acquired and not including accrued interest.
- iii) 15%, on Zero Coupon Bond for domestic Taxpayers and permanent establishments (PE) and 20% or based on tariff under the provisions of Double Taxation Avoidance Treaty (P3B) for foreign Taxpayers other than permanent establishments. The taxable amount is calculated from excessive difference sale price or nominal amount above the Bond Acquisition Price.

- iv) 0% for years 2009-2010, 5% for years 2011-2013, and 15% for years 2014 and so forth for Interest Bearing Bonds and/or Discounted Coupon Bonds received and/or obtained by Mutual Fund Taxpayers registered with BAPEPAM-LK.

The final tax withholding is not applicable to the Bond Interest received by the following Taxpayers:

- Banks established in Indonesia or international bank branches in Indonesia; and
- Pension Funds whose establishment is ratified by the Minister of Finance.

14. Information on Trustee

The Trustee or an institution trusted to represent the Bondholders and act for and on behalf of the Bondholders for the purpose of Public Offering of "SUBORDINATED BONDS III Bank OCBC NISP Year 2010" is PT Bank Mega Tbk. which is registered with Bapepam under Letter No. 20/STTD-WA/PM/2000 dated 2 August 2000 under Law No. 8 of 1995 as well as Government Regulation of the Republic of Indonesia No. 45 of 1995 concerning Capital Market Activities.

The main duty of the Trustee is to represent the Subordinated Bond Holders, both in and out of court, in legal actions related to rights, obligations and interests of the Subordinated Bond Holders arising from the Subordinated Bonds under provisions for Bonds issue, in accordance with the provisions of the Trustee Agreement as well as the applicable laws and regulations, specifically Capital Market Regulations and the provisions/regulations of KSEI concerning Subordinated Bonds.

15. Paying Agent

The Paying Agent is PT Kustodian Sentral Efek Indonesia (KSEI), domiciled in Jakarta appointed under Paying Agent Agreement No. SP-009/AP/KSEI/0410 dated 26 April 2010 between the Company and KSEI, where KSEI is obligated to assist the payment of the Bond Principal Amount and Bond Interest Amount to the Bond Holders for and on behalf of the Company after the Paying Agent actually receives the amounts from the Company. The rights and obligations of the Paying Agent are provided for in the Paying Agent Agreement.

The Settlement of the Principal Amount of the Subordinated Bonds and Payment of the Subordinated Bond Interest Amount will be made by KSEI as the Paying Agent on behalf of the Company, under terms and conditions provided for in the Paying Agent Agreement, to the Subordinated Bond Holders through the Account Holders based on respective payment schedules as specified. In the event that Settlement Date falls into non-Trading Day, the payment will be made on the following Trading Day.

16. Definition

- Affiliate : Means:
- a. family relations as a result of marriage and descendants until the second degree, both horizontally and vertically;
 - b. relations between 1 (one) party and the employee, director or commissioner of the said party;
 - c. relations between 2 (two) companies which have 1 (one) or more similar members of Board of Directors or Board of Commissioners;
 - d. relations between one company and one party, which directly or indirectly controls or is controlled by the said company;
 - e. relations between 2 (two) companies which are directly or indirectly controlled by a common party; or
 - f. relations between the company and the ultimate shareholder.
- Paying Agent : Means KSEI, and its successors and assigns, which is appointed by the Company under a written agreement and has the duty to assist payment of Bond Interest and/or Bond Principal and default interest (if any) to Holders of Subordinated Bonds for and on behalf of the Company as set forth in the Paying Agent Agreement with due observance of the Trustee Agreement.
- Custodian Bank : Means a commercial bank approved by Bapepam-LK to carry on its business activity as a Custodian as set forth in the Capital Market Law.
- Bapepam dan LK : Means Capital Market and Financial Institution Supervisory Agency as referred to in Decision of Finance Minister of the Republic of Indonesia Number: 606/KMK.01/2005 dated 30-12-2005 on Organization and Work Procedure of Capital Market and Financial Institution Supervisory Agency or its successors and assigns

Subordinated Bond Interest	:	Means the interest on the Subordinated Bonds payable by the Company to the Bondholders.
Stock Exchange	:	Means the organizer and provider of a system and / or means of bringing together buyers and sellers of securities for the purpose of trading securities, which in this case is a limited liability company PT Bursa Efek Indonesia ("BEI") or Indonesia Stock Exchange ("IDX"), domiciled in South Jakarta, or its successors and assigns
Register of Account Holders	:	Means a register issued by KSEI containing information on Subordinated Bonds ownership by Bondholders through Account Holders in KSEI, such as name, amount of Subordinated Bond ownership, tax and citizenship status of the Bondholders based on the data provided by the Account Holders to KSEI.
Issuance Documents	:	Means The Trustee Agreement, Acknowledgment of Indebtedness, Underwriting Agreement, Paying Agent Agreement, Agreement on Bond Registration with KSEI, Preliminary Agreement on Listing of Securities, Prospectus and other documents prepared for this Public Offering
Securities	:	Means any instruments such as the acknowledgement of indebtedness, commercial papers, shares, bonds, debentures, Collective Investment Contract for Participating Units, futures and any derivative instruments, as referred to in the Capital Market Law.
Issue/Issuance	:	Means issue/issuance of Subordinated Bonds by the Company to be offered and sold to the public through Public Offering.
OCBC Group	:	Means Oversea-Chinese Banking Corporation Limited, a company incorporated under the laws of Singapore and is domiciled in Singapore with any other parties deemed to be one group with it by MAS in connection with the application of MAS Regulations, including but not limited

to the Company and OCBC Overseas Investment Pte. Ltd. (OOI)

- Trading Day : Means the days on which the Stock Exchange conducts the securities trading transactions pursuant to the applicable laws and regulations in the Republic of Indonesia and the regulations of the said Stock Exchange.
- Calendar Day : Means any day from Monday to Friday, except a national holiday as determined by the Government of the Republic of Indonesia or any ordinary Business Day, which for certain reasons, is determined by the Government of the Republic of Indonesia as not an ordinary Business Day.
- Business Day : Means any day from Monday to Friday, except a national holiday as determined by the Government of the Republic of Indonesia or any ordinary Business Day, which for certain reasons, is determined by the Government of the Republic of Indonesia as not an ordinary Business Day.
- Outstanding Amount : Means a sum of money payable by the Company to the Bondholders under the Trustee Agreement and other agreements related to these Subordinated Bonds, including but not limited to the Bond Principal, Bond Interest and Deafault interest (if any) outstanding from time to time.
- Written Confirmation : Means written confirmation and/or balance sheet of Bonds in Security Account issued by KSEI or an Account Holder under Securities Account Opening Agreement with a Subordinated Bond Holder to obtain full payments of the Subordinated Bond Interest, Subordinated Bond Principal and other rights related to the Subordinated Bonds.
- Written Confirmation of Meeting of Bondholders or : Means a confirmation letter of Bond ownership issued by KSEI to Subordinated Bond Holders through Account

KTUR	Holders, specifically to attend Meeting of Bondholders, with due observance of KSEI provisions.
Senior Debt Creditors	: Means all creditors to whom the Company has payment obligations, whether secured by specific collateral or not, whether unconditional or conditional, whether actual or contingent, whether now or later existing excluding the Company's payment obligations to other subordinated creditors on terms with a rank equal to or below the the Subordinated Bonds in terms of the right of payment.
Preferred Creditors	: Means the creditors as referred to in Article 1139 and Article 1149 of the Indonesian Civil Code and Article 21 of the Taxation Law.
KSEI	: Means PT Kustodian Sentral Efek Indonesia, which is located in South Jakarta, carrying on business activities as Depository and Settlement Agency as defined in the Capital Market Law and, in the Issue, has the duty as a Paying Agent under Paying Agent Agreement and administer Subordinated Bonds under Subordinated Bond Registration Agreement with KSEI.
Custodian	: Means a financial institution which provides the safekeeping of securities and assets and other services including receive interest and other rights, settle securities transactions and represent account holders that are its clients in accordance with the provisions Indonesian Capital Market Law, which in this case includes KSEI, Securities Companies and Custodian Banks
Rating Company	: Means a Securities rating company which is registered with Bapepam-LK and approved by the Trustee, in accordance with Regulation Number: IX.C.11 Attachment to Decision of the Chairperson of Bapepam-LK Number: KEP-135/BL/2006 Dated 14 December 2006 on the Rating of Debt Securities.
Liquidation	: Means the realization of assets as a follow-up to the

winding-up process.

- MAS : Means *Monetary Authority Of Singapore* and any of its successors and assigns.
- Public : Means individuals and/or entities, being Indonesian citizens/Indonesian entities and foreign nationals/foreign entities residing/domiciled in Indonesia and who are residing / domiciled abroad
- Deposit Customer : Means customers that place their funds in the form of deposits in accordance with the agreement between the Company and the relevant customer.
- Subordinated Bond : Means a debt security named Subordinated Bonds III Bank OCBC Year 2010, issued by the Company to Bondholders as evidenced by the Jumbo Bond Certificate for a term of 7 (seven) years from Issuance Date in accordance with Article 5 of Trustee Agreement and in a Subordinated Bond Principal amount of IDR 880.000.000.000 (Eight hundred eighty billion Rupiah). The amount of such Subordinated Bond Principal is evidenced by the Jumbo Bond Certificate, listed on the Stock Exchange and registered with KSEI.
- Subordinated Bond Holder : Means the general public that owns interests, whether in part or in whole, in the Subordinated Bonds deposited and administered in:
a. Security Account with KSEI; or
b. Security Account with KSEI through a Custodian Bank or Security Company.
- Account Holder : Means any party whose name is registered as an owner of Security Account with KSEI, including Custodian Bank and/or Security Company and/or any other party approved by KSEI by observing the laws and regulations on the Capital Market
- Public Offering : Means Bond offering made by the Company to sell Subordinated Bonds to the General Public based on the

procedure set forth in the Capital Market Law, its implementing regulations and provisions in Underwriting Agreement.

- Acknowledgment of Indebtedness : Means acknowledgment of indebtedness of the Company related to the Subordinated Bonds, as contained in Deed of Acknowledgment of Indebtedness of Subordinated Bonds III Bank OCBC NISP Year 2010 No. 31 Dated 26 April 2010, Deed of Amendment I to Deed of Acknowledgment of Indebtedness of Subordinated Bonds III Bank OCBC NISP Year 2010 No. 21 Dated 17 May 2010, Deed of Amendment II to Deed of Acknowledgment of Indebtedness of Subordinated Bonds III Bank OCBC NISP Year 2010 No. 42 Dated 17 June 2010 and Deed of Amendment III to Deed of Acknowledgment of Indebtedness of Subordinated Bonds III Bank OCBC NISP Year 2010 No. 102 Dated 30 June 2010, all of which were made before Fathiah Helmi, SH, a Notary of Jakarta, as well as its appendices and amendments as may be made by the relevant parties in the future.
- Closure of Business : Means a situation in which the Company is declared or ordered by a decision of the competent authorities whether resolutions of the shareholders of the Company or the Bank Indonesia or its successors and assigns against the Company to dissolve, freeze or wind up or under a final decision of the competent court is adjudicated or continues to be bankrupt.
- Underwriter : Means parties drawing up an agreement with the Company to make this Public Offering on behalf of the Company and make payment to the Company, which are appointed by the Company under Underwriting Agreement.
- Managing Underwriter : Means parties responsible for organizing a Public Offering, domiciled in Jakarta according to the terms and conditions of Underwriting Agreement.

- Regulation of MAS : Means the provision on *Lower Tier 2 Capital Instruments* as stated in Article 6.2.9 part VI of *Notice on Risk Based Capital Adequacy Requirements for Banks Incorporated in Singapore* issued on 14 December 2007 and last amended on 3 July 2008, as may be amended from time to time by MAS.
- Paying Agent Agreement : Means the agreement made in private form between the Company and KSEI No. SP-009/AP/KSEI/0410 dated 26 April 2010, together with its amendments and/or supplements, extensions, duly made by the relevant parties in the future.
- Underwriting Agreement : Means Agreement on Underwriting in relation to Subordinated Bonds III Bank OCBC NISP Year 2010 No. 32 dated 26 April 2010, deed of Amendment I Underwriting Agreement on Subordinated Bonds III Bank OCBC NISP Year 2010 No. 22 tanggal 17 Mei 2010 dan akta Perubahan II Perjanjian Penjaminan Emisi Efek Subordinated Bonds III Bank OCBC NISP Year 2010 No. 43 dated 17 June 2010, all of which were made before Fathiah Helmi, SH., Notary of Jakarta, together with its amendments and/or supplements, extensions, duly made by the relevant parties in the future.
- Trustee Agreement : Means a Trustee Agreement on Subordinated Bonds III Bank OCBC NISP Year 2010 No. 30 dated 26 April 2010, deed of Amendment I to Trustee Agreement on Subordinated Bonds III Bank OCBC NISP Year 2010 No. 20 dated 17 May 2010, deed of Amendment II to Trustee Agreement on Subordinated Bonds III Bank OCBC NISP Year 2010 No. 41 dated 17 June 2010 and deed of Amendment III to Trustee Agreement on Subordinated Bonds III Bank OCBC NISP Year 2010 No. 101 dated 30 June 2010, all of which were made before Fathiah Helmi, SH., Notary of Jakarta, together with its amendments and/or supplements, extensions, duly made by the relevant parties in the future.
- Agreement on Bond : Means an agreement made between the Company and

Registration with KSEI	KSEI on Registration of Subordinated Bonds with KSEI No. SP-009/PO/KSEI/0410 dated 26 April 2010 made in private form, duly duty-stamped, together with its amendments and/or supplements, extensions, duly made by the relevant parties in the future.
Preliminary Agreement on Securities Listing	: Means an agreement made between the Company and PT Bursa Efek Indonesia on securities listing under Preliminary Agreement on Securities Listing No. SP-007/BEI.PPS/04-2010 dated 14 April 2010 made in private form, duly duty-stamped, together with its amendments and/or supplements, extensions, duly made by the relevant parties in the future.
Company	: Means the Issuing Company, in this matter PT Bank OCBC NISP Tbk, domiciled in South Jakarta, Jalan Profesor Doktor Satrio Kavling 25.
Regulation No. IX.A.2	: Means Regulation No. IX.A.2 as Appendix to Decision of Chairperson of Bapepam-LK No. Kep-122/BL/2009 dated 29 (the twenty-ninth) May 2009 (two thousand nine) on the Procedure of Registration for Public Offering.
Securities Company	: Means an entity conducting business as an underwriter, a securities broker and/or an investment manager as defined in Indonesian Capital Market Law.
Prospectus	: Means any written information on Public Offering of bonds prepared by the Company and an Underwriter with the purpose to cause the public to purchase the Subordinated Bonds, as set forth in Article 1 point 26 of the Capital Market Law and Regulation Number: IX.C.2 as Appendix to Decision of Chairperson of Bapepam Number: Kep-51/PM/1996 dated 17 January 1996 on the Guidelines on the Form and Content of Prospectus for Public Offering, and by observing Regulation Number: IX.A2.
Subordinated Bond Principal	: Means the aggregate principal amount of the Company's

debt to the holders of the Subordinated Bonds, which as at the issuance date having a total nominal value of Rp 880,000,000,000 (eight hundred and eighty billion Rupiah).

The Principal amount of the Subordinated Bonds are as evident in the Jumbo Certificate of the Subordinated Bonds in accordance with the provisions of Article 5 of the Trustee Agreement.

- Threat of Default : Means the occurrence of a condition that potentially leads to default as set forth in Article 9 of the Trustee Agreement, with reasonable cause as may be determined by the Trustee.
- Securities Account : Means an account recording Bond position and/or Bondholder's fund administered by KSEI, Custodian Bank or Securities Company under a security account agreement jointly signed with the Bondholders.
- Reclaim : Means the right of the seller to reclaim goods that have been sold if the buyer fails to pay within a period of 30 (thirty) Calendar Days.
- Retention : Means the rights granted to certain creditors to hold the debtor's assets until the full repayment of any amounts due. The right of retention puts pressure on the debtor to immediately pay off any amounts due in relation to the debtor's assets. The retention right provides a creditor with a better position than other creditors.
- Meeting of Subordinated Bond Holders : Means the Meeting of Holders of Subordinated Bonds as regulated in Article 10 of the Trustee Agreement.
- Transfer Unit : Means unit of Bond amount which may be transferred from one Securities Account to another as set forth in Article 5 of the Trustee Agreement.
- Jumbo Certificate of Subordinated Bonds : means evidence of the issuance of Subordinated Bonds stored in KSEI issued in the name of or on behalf KSEI for the benefit of the Holders of the Subordinated Bonds

through the Account Holder.

- OCBC Overseas Investments Pte. Ltd. (OOI) : Means a company incorporated under the laws of Singapore and domiciled in Singapore.
- Issuance Date : Means date of distribution of Subordinated Bonds to the Underwriter's Securities Account based on the submitted the Jumbo Certificate of Subordinated Bonds received by KSEI from the Company, which is also the Payment Date of the Bond Issuance proceeds from a Managing Underwriter to the Company, i.e. 30 June 2010.
- Subordinated Bond Interest Payment Date : Means the date on which the Subordinated Bond Interest falls due and becomes payable to a Bondholder whose name is listed in the Register of Account Holders through the Paying Agent with due observance of Article 5 of the Trustee Agreement.
- Subordinated Bond Principal Settlement Date : Means the date on which the Subordinated Bond Principal falls due and becomes payable to a Bondholder whose name is listed in the Register of Account Holders through the Paying Agent, i.e. on the seventh anniversary of the Issuance Date, i.e. 30 June 2017 with due observance of Article 5 of the Trustee Agreement.
- Capital Market Law : Means Law of the Republic of Indonesia No. 8 of 1995 dated 10 November 1995 on the Capital Market as well as its implementing regulations.
- Taxation Law : Means Law No. 6 of 1983 on Taxation General Provisions and Procedures, as amended by Law No. 9 of 1994 on Amendment to Law No. 6 of 1983 on Taxation General Provisions and Procedures, as last amended by Law No. 6 of 2000 on Second Amendment to Law No. 6 of 1983 on Taxation General Provisions and Procedures, and its other amendments thereafter.
- Banking Law : Means Law No. 7 of 1992 on Banking as amended by Law No. 10 of 1998 on Amendment to Law No. 7 of

1992 on Banking and its other amendments as well as its implementing regulations.

Trustee : Means a party representing the interests of Holders of the Subordinated Bonds as referred to in the Capital Market Law, which in this matter means PT Bank Mega Tbk, domiciled in South Jakarta, or its assigns and delegates as regulated under the Trustee Agreement..