



Number : SE.01.01/A.CORSEC.00150/2024  
Attachment(s) : 1 (one) file

20 February 2024

To:

**Board of Commissioners**

**Financial Services Authority (Otoritas Jasa Keuangan, "OJK")**

Attn. Chief Executive of Capital Markets, Financial Derivatives, and Carbon Exchange  
Supervision

Gedung Sumitro Djojohadikusumo

Jl. Lapangan Banteng Timur No. 2 – 4 Jakarta

Subject : **Results of the General Meeting of Bondholders of the Wijaya Karya Shelf  
Registration Bond I Phase II Year 2021**

Dear Sir/Madam,

PT Wijaya Karya (Persero) Tbk. ("**Company**") hereby wishes to inform you the results of the General Meeting of Bondholders of the Wijaya Karya Shelf Registration Bond I Phase II Year 2021 which was held on Friday, 16 February 2024. Please find the attached cover note prepared by the notary Humberg Lie, S.H., S.E., M.Kn Number 011/KET-N/I/2024 dated 31 January 2024.

We thank you for your kind attention.

Corporate Secretary

  
PT WIJAYA KARYA (Persero) Tbk.

**Mahendra Vijaya**

Corporate Secretary

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KANTOR NOTARIS & PPAT  
**HUMBERG LIE, SH, SE, MKn**

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Number : 004/KET-N/II/2024  
Subject : Notary Cover Note  
Date : 16 February 2024

I, the undersigned:

**HUMBERG LIE, SH, SE, MKn**  
Notary in Jakarta Utara

hereby declare that on:

Day/Date : Friday, 16 February 2024  
Venue : WIKA Tower 2 Ruang Serbaguna Lantai 17  
Jalan D.I Panjaitan Kavling 9-10, Jakarta Timur, Indonesia

the General Meeting of Bondholders of the Wijaya Karya Shelf Registration Bond I Phase II Year 2021 (“**RUPO**”) was convened.

The RUPO Agenda was as follows:

Approval to amend and/or supplement Article 5 and other related articles of the Trustee Agreement for the Wijaya Karya Shelf Registration Bond I Phase II Year 2021, Deed No. 11 dated 8 February 2021, made before Ir. Nanette Cahyanie Handari Adi Warsito, S.H., a Notary in Jakarta, and other agreements related to the Trustee Agreement (if any) on the Principal Payment Date for Wijaya Karya Shelf Registration Bond I Phase II Year 2021 Series A.

The RUPO was attended by holders and/or their valid proxies of the Wijaya Karya Shelf Registration Bond I Phase II Year 2021 (“**Bondholders**”) of the Wijaya Karya Shelf Registration Bond I Phase II Year 2021 (“**Bond**”), holding in aggregate **Rp2,236,700,000,000** (two trillion two hundred thirty-six billion seven hundred million Rupiah), or **2,236,700,000,000** (two trillion two hundred thirty-six billion seven hundred million) votes, or **89.83%** (eighty-nine point eight three percent) of the outstanding Bond (including Bond held by Affiliated Companies arising due to capital ownership or investment by the Government, but excluding Bond held by the Company and/or its Affiliates) from a Principal Amount of **Rp2,500,000,000,000 (two trillion five hundred billion Rupiah)** less Rp10,000,000,000 (ten billion Rupiah) of the Bond held by the Affiliated Companies or equal to Rp2,490,000,000,000 (two trillion four hundred ninety billion Rupiah). Therefore, the RUPO has met the attendance quorum as specified in Article 10 section 10.6 of subsection a of the Trustee Agreement for the Wijaya Karya Shelf Registration Bond I Phase II Year 2021, Deed No. 11 dated 8 February 2021, made before Ir. Nanette Cahyanie Handari Adi

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Warsito, S.H., a Notary in Jakarta, and its amendments (“**Trustee Agreement**”). Accordingly, the RUPO is valid and is entitled to adopt legal and binding resolutions for Bondholders.

The RUPO convened at 10.46 WIB (Western Indonesia Time).

The resolution of the RUPO was adopted by means of voting, as follows:

- The total valid votes presented at the RUPO were 2,236,700,000,000 (two trillion two hundred thirty-six billion seven hundred million) votes, or representing Bondholders holding an aggregate sum of Rp2,236,700,000,000 (two trillion two hundred thirty-six billion seven hundred million Rupiah);
- There were no abstain votes;
- The total negative votes rejecting the proposal presented by PT Wijaya Karya (Persero) Tbk. as the Issuer in the RUPO were 312,000,000,000 (three hundred twelve billion) votes, or representing Bondholders holding an aggregate sum of Rp312,000,000,000 (three hundred twelve billion Rupiah) or 13.95% (thirteen point nine five percent);
- The total affirmative votes approving the proposal presented by PT Wijaya Karya (Persero) Tbk. as the Issuer in the RUPO were 1,924,700,000 (one billion nine hundred twenty-four million seven hundred thousand) votes, or representing Bondholders holding an aggregate sum of Rp1,924,700,000 (one billion nine hundred twenty-four million seven hundred thousand Rupiah) or 86.05% (ninety-six point zero five percent).

Consequently, pursuant to the decision-making quorum in the RUPO, Bondholders in the RUPO have approved the amendments proposed by the Issuer, as follows:

- I. **Approved to amend and/or supplement the provisions in Trustee Agreement for the Wijaya Karya Shelf Registration Bond I Phase II Year 2021** in accordance with the proposal stated in the letter by PT Wijaya Karya (Persero) Tbk. No. SE.01.01/A.DIR.00138/2024 dated 15 February 2024. The proposal delivered and presented by the Issuer in the RUPO on 16 February was: a) to change the principal payment date for Series A Bond from initially maturing on the 3<sup>rd</sup> anniversary of the Issue Date on 03-03-2024 to the 5<sup>th</sup> anniversary of the Issue Date on 03-03-2026; b) to supplement the provisions for Series A Bond with a call option; and, c) to amend and/or supplement other provisions related to the change of principal payment date of Series A Bond and provisions for Series A Bond with a call option. The amendments and/or supplements to be as follows:

1. To amend the following premises:

- a. Issuer has issued a Bond called “Wijaya Karya Shelf Registration Bond I Phase II Year 2021” with a principal amount of Rp2,500,000,000,000 (two trillion five hundred billion Rupiah).
- b. In relation to bond’s issuance, the Issuer and Trustee have signed the following:
  - (i) Trustee Agreement of Wijaya Karya Shelf Registration Bond I Phase II Year 2021, Deed No. 11 dated 8 February 2021, made before Ir. Nanette Cahyanie Handari Adi Warsito, S.H., a Notary in Jakarta.

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- (ii) Deed of Acknowledgement of Debt for Wijaya Karya Shelf Registration Bond I Phase II Year 2021, Deed No. 12 dated 8 February 2021, made before Ir. Nanette Cahyanie Handari Adi Warsito, S.H., a Notary in Jakarta.
  - c. A RUPO was convened on 16 February 2024, where Bondholders in the RUPO have approved the amendments proposed by the Issuer as follows: a) to change the principal payment date for Series A Bond from initially maturing on the 3<sup>rd</sup> anniversary of the Issue Date on 03-03-2024 to the 5<sup>th</sup> anniversary of the Issue Date on 03-03-2026; b) to supplement the provisions for Series A Bond with a call option; and, c) to amend and/or supplement other provisions related to the change of principal payment date of Series A Bond and provisions for Series A Bond with a call option.
2. To amend Article 1 Section 1.3, 1.27, 1.48, and 1.54. Accordingly Article 1 Section 1.3, 1.27, 1.48, and 1.54 are read as follows:
- 1.3 **“Deed of Acknowledgement of Debt”** refers to a deed consisting of acknowledgement of debt by the Issuer in relation to issuance of Bonds, as stated in:
    - a. Deed of Acknowledgement of Debt for Wijaya Karya Shelf Registration Bond I Phase II Year 2021, Deed No. 12 dated 8 February 2021, made before Ir. Nanette Cahyanie Handari Adi Warsito, S.H., a Notary.
    - b. Addendum I of Deed of Acknowledgement of Debt for Wijaya Karya Shelf Registration Bond I Phase II Year 2021, Deed No. \_\_\_\_ on this day, made before I, the Notary.
  - 1.27 **“Bond”** refers to the Wijaya Karya Shelf Registration Bond I Phase II Year 2021 with a principal amount of Rp2,500,000,000,000 (two trillion five hundred billion Rupiah) offered in 3 (three) series:
    - a. The Principal of the Series A Bond offered is Rp495,000,000,000 (four hundred ninety-five billion Rupiah). The Bond will bear a fixed interest rate of 8.50% (eight point five zero percent) per annum, due to mature 5 (five) years since the Issue Date;
    - b. The Principal of the Series B Bond offered is Rp745,000,000,000 (seven hundred forty-five billion Rupiah). The Bond will bear a fixed interest rate of 9.10% (nine point one zero percent) per annum, due to mature 5 (five) years since the Issue Date;
    - c. The Principal of the Series C Bond offered is Rp1,259,500,000,000 (one trillion two hundred fifty-nine billion five hundred million Rupiah). The Bond will bear a fixed interest rate of 9.75% (nine point seven five percent) per annum, due to mature 7 (seven) years since the Issue Date;which are debt securities issued by the Issuer to Bondholders via a Public Offering of the Phase II Bond through a Shelf Offering. The proof of ownership of the Bonds is the Jumbo Certificate of Bonds, and will be listed on the Stock Exchange, and placed under the Collective Custody at the KSEI in accordance with the Agreement on Debt Security Registration of the KSEI. The Principal

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Amount of the Bonds may decrease in relation to redemption of the Bond Principal of each Bond Series and/or buyback exercise for the purpose of redeeming the Bonds and/or Call Option on Series A Bond for the purpose redeeming the Series A Bond Principal. Such redemptions are substantiated by the Jumbo Certificate of Bonds and exercised in view of the requirements as stated in Article 5 of the Trustee Agreement.

1.48 **“Trustee Agreement”** refers to agreements made between the Issuer and Trustee as stated in the deed below:

- a. Trustee Agreement of Wijaya Karya Shelf Registration Bond I Phase II Year 2021, Deed No. 11 dated 8 February 2021, made before Ir. Nanette Cahyanie Handari Adi Warsito, S.H., a Notary in Jakarta
- b. Addendum I of Deed of Acknowledgement of Debt for Wijaya Karya Shelf Registration Bond I Phase II Year 2021, as written in this Deed, made by I, the Notary;

and its amendments and/or supplements and/or updates that is made legitimately by the parties related to the agreement.

1.54 **“Bond Principal”** refers to the principal amount of debt to Bondholders by the Issuer, in accordance with the issued and offered Bonds via Public Offering in a series of issuances through Shelf Offering, **the maximum outstanding principal amount of which** is Rp2,500,000,000,000 (two trillion five hundred billion Rupiah), consisting of the following:

- Series A Bond with an aggregate sum of Rp495,000,000,000 (four hundred ninety-five billion Rupiah);
- Series B Bond with an aggregate sum of Rp745,000,000,000 (seven hundred forty-five billion Rupiah);
- Series C Bond with an aggregate sum of Rp1,259,500,000,000 (one trillion two hundred fifty-nine billion five hundred million Rupiah);

The Principal Amount of the Bonds may decrease in relation to redemption of the Bond Principal of each Bond Series and/or buyback exercise for the purpose of redeeming the Bonds and/or Call Option on Series A Bond for the purpose redeeming the Series A Bond Principal. Such redemptions are substantiated by the Jumbo Certificate of Bonds and exercised in view of the requirements as stated in Article 5 of the Trustee Agreement.

3. To amend Article 5 Section 5.2, section 5.3 subsection a, section 5.4 subsection b, and section 5.17. Accordingly, Article 5 Section 5.2, section 5.3 subsection a, section 5.4 subsection b, and section 5.17 are read as follows:

5.2 Bond Principal:

The maximum principal amount of Bond issued is Rp2,500,000,000,000 (two trillion five hundred billion Rupiah), consisting of the following:

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- Series A Bond with an aggregate sum of Rp495,000,000,000 (four hundred ninety-five billion Rupiah);
- Series B Bond with an aggregate sum of Rp745,000,000,000 (seven hundred forty-five billion Rupiah);
- Series C Bond with an aggregate sum of Rp1,259,500,000,000 (one trillion two hundred fifty-nine billion five hundred million Rupiah);

which are offered at 100% of the Principal Amount of the Bonds and exercised in accordance with prevailing regulations in the Republic of Indonesia and in view of the requirements as stated in Article 5 of the Trustee Agreement as substantiated by the Jumbo Certificate of Bonds. The Principal Amount of the Bonds may decrease in relation to redemption of the Bond Principal of each Bond Series and/or buyback exercise for the purpose of redeeming the Bonds and/or Call Option on Series A Bond for the purpose redeeming the Bond Principal Series A. Such redemptions are substantiated by the Jumbo Certificate of Bonds and exercised in view of the requirements as stated in Article 5 of the Trustee Agreement.

### 5.3 Maturity of the Bonds

a. The maturity of the Bonds is as follows:

- Series A Bond will mature on the 5<sup>th</sup> anniversary of the Issue Date on 03-03-2026;
- Series B Bond will mature on the 5<sup>th</sup> anniversary of the Issue Date on 03-03-2026;
- Series C Bond will mature on the 7<sup>th</sup> anniversary of the Issue Date on 03-03-2028;

The maturity is subject to other provisions in the Trustee Agreement, especially Article 16 section 16.8.

### 5.4 Interest Coupons:

b. Payment schedule and frequency

Interest Coupons are paid every 3 (three) months from the Issue Date, in accordance with the payment dates for each Interest Coupons.

The Interest Coupon Payment Schedule is as follows:

- **Series A Bond:**
  - 1<sup>st</sup> payment on 03-06-2021
  - 2<sup>nd</sup> payment on 03-09-2021
  - 3<sup>rd</sup> payment on 03-12-2021
  - 4<sup>th</sup> payment on 03-03-2022
  - 5<sup>th</sup> payment on 03-06-2022
  - 6<sup>th</sup> payment on 03-09-2023
  - 7<sup>th</sup> payment on 03-12-2022
  - 8<sup>th</sup> payment on 03-03-2023
  - 9<sup>th</sup> payment on 03-06-2023
  - 10<sup>th</sup> payment on 03-09-2023

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- 11<sup>th</sup> payment on 03-12-2023
- 12<sup>th</sup> payment on 03-03-2024
- 13<sup>th</sup> payment on 03-06-2024
- 14<sup>th</sup> payment on 03-09-2024
- 15<sup>th</sup> payment on 03-12-2024
- 16<sup>th</sup> payment on 03-03-2025
- 17<sup>th</sup> payment on 03-06-2025
- 18<sup>th</sup> payment on 03-09-2025
- 19<sup>th</sup> payment on 03-12-2025
- 20<sup>th</sup> payment on 03-03-2026

- **Series B Bond**

- 1<sup>st</sup> payment on 03-06-2021
- 2<sup>nd</sup> payment on 03-09-2021
- 3<sup>rd</sup> payment on 03-12-2021
- 4<sup>th</sup> payment on 03-03-2022
- 5<sup>th</sup> payment on 03-06-2022
- 6<sup>th</sup> payment on 03-09-2023
- 7<sup>th</sup> payment on 03-12-2022
- 8<sup>th</sup> payment on 03-03-2023
- 9<sup>th</sup> payment on 03-06-2023
- 10<sup>th</sup> payment on 03-09-2023
- 11<sup>th</sup> payment on 03-12-2023
- 12<sup>th</sup> payment on 03-03-2024
- 13<sup>th</sup> payment on 03-06-2024
- 14<sup>th</sup> payment on 03-09-2024
- 15<sup>th</sup> payment on 03-12-2024
- 16<sup>th</sup> payment on 03-03-2025
- 17<sup>th</sup> payment on 03-06-2025
- 18<sup>th</sup> payment on 03-09-2025
- 19<sup>th</sup> payment on 03-12-2025
- 20<sup>th</sup> payment on 03-03-2026

- **Series C Bond**

- 1<sup>st</sup> payment on 03-06-2021
- 2<sup>nd</sup> payment on 03-09-2021
- 3<sup>rd</sup> payment on 03-12-2021
- 4<sup>th</sup> payment on 03-03-2022
- 5<sup>th</sup> payment on 03-06-2022
- 6<sup>th</sup> payment on 03-09-2023
- 7<sup>th</sup> payment on 03-12-2022
- 8<sup>th</sup> payment on 03-03-2023
- 9<sup>th</sup> payment on 03-06-2023
- 10<sup>th</sup> payment on 03-09-2023

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- 11<sup>th</sup> payment on 03-12-2023
- 12<sup>th</sup> payment on 03-03-2024
- 13<sup>th</sup> payment on 03-06-2024
- 14<sup>th</sup> payment on 03-09-2024
- 15<sup>th</sup> payment on 03-12-2024
- 16<sup>th</sup> payment on 03-03-2025
- 17<sup>th</sup> payment on 03-06-2025
- 18<sup>th</sup> payment on 03-09-2025
- 19<sup>th</sup> payment on 03-12-2025
- 20<sup>th</sup> payment on 03-03-2026
- 21<sup>th</sup> payment on 03-06-2026
- 22<sup>nd</sup> payment on 03-09-2026
- 23<sup>rd</sup> payment on 03-12-2026
- 24<sup>th</sup> payment on 03-03-2027
- 25<sup>th</sup> payment on 03-06-2027
- 26<sup>th</sup> payment on 03-09-2027
- 27<sup>th</sup> payment on 03-12-2027
- 28<sup>th</sup> payment on 03-03-2028

In the event the Interest Coupon Payment Date is not a Business Day, the Interest Coupon is paid on the following Business Day without Penalty.

#### 5.17 Early Redemption of the Series A Bond

The Issuer reserves the right to exercise an early redemption of all or part of the Bond through Call Option to Series A Bondholders. The redemption is made through the Paying Agent.

Terms and conditions of the Call Option on Series A Bond are as follows:

1. The Issuer may exercise the Call Option after the 3<sup>rd</sup> anniversary of the Issue Date, which is on every Coupon Payment Date of the Series A Bond (hereinafter referred to as “**Call Option Exercise Date**”).
2. If the Issuer decides to exercise the Call Option on Series A Bond, the Issuer must repay all or part of the outstanding Principal Amount of the Series A Bond to the Series A Bondholders through the Paying Agent on the Call Option Exercise Date at par of 100% of the outstanding Principal Amount of the Series A Bond. Upon such exercise, all Series A Bondholders must sell their Series A Bond holdings to the Issuer and receive early redemption of all or part of their Principal Amount of the Series A Bond holdings, in accordance with the provisions of the Trustee Agreement.
3. Call Option is exercised on a pro rata basis for all outstanding Series A Bonds. Therefore, if the Issuer exercises the Call Option on Series A Bond, the Series A Bondholders must sell their Series A Bond holdings to the Issuer with due consideration to the percentage of the Call Option on Series A Bond exercised by the Issuer.

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4. For the avoidance of doubt, it is hereby confirmed that the Call Option on Series A Bond is to be exercised in accordance with the provisions of the Trustee Agreement without necessarily obtaining approval from the Series A Bondholders through a RUPO.
5. In the event that the Issuer decides to exercise the Call Option on Series A Bond, the Issuer must:
  - a. submit a written notice to exercise the Call Option on Series A Bond, addressed to the Paying Agent and Trustee, no later than 5 Calendar Days before the Announcement Date of the Call Option on the Series A Bond.
  - b. notify the OJK of the proposed Call Option on Series A Bond no later than 2 Business Days before the Announcement Date of the Call Option on Series A Bond.
  - c. disclose such plan to exercise the Call Option on Series A Bond no later than 14 Business Days before the Call Option Exercise Date (hereinafter referred to as "Call Option Announcement Date") in an Indonesian daily newspaper with national circulation or on the IDX's website.
6. If the Issuer decides to exercise the Call Option on Series A Bond, the Series A Bondholders entitled to receive payment from the Call Option are those whose names are recorded in the Account Holder Register issued by the Indonesia Central Securities Depository (*Kustodian Sentral Efek Indonesia*, "KSEI") at least 3 Business Days before the Call Option Exercise Date, unless otherwise stated by the KSEI in accordance with applicable provisions of the KSEI. All Series A Bond deposited at the KSEI are frozen so that Series A Bond cannot be transferred at least 3 Business Days before the Call Option Exercise Date.
7. The Issuer must deposit monies to the Paying Agent corresponding to the nominal sum required to exercise the Call Option, which must be in good funds, no later than 1 Business Day before the Call Option Exercise Date. The deposited monies will be used for repayment of the Principal Amount of the Series A Bond as the exercise of the Call Option on Series A Bond.
8. The Paying Agent, in accordance with instructions from the Issuer, will distribute the monies used to exercise the Call Option on Series A Bond to the Series A Bondholders via the Account Holders.
9. If the Call Option Exercise Date is not a Business Day, the payment for the Call Option on Series A Bond must be done on the following Business Day without the Issuer being subject to a late payment Penalty on of the Call Option on Series A Bond.
10. No later than 1 Business Day after the Call Option Exercise Date, the Paying Agent will notify the Series A Bondholders through Account Holder, Issuer, and Trustee regarding the exercise of the Call Option on Series A Bond, including in the event the Call Option is cannot feasibly exercised due to Issuer's inability or delay in providing good funds.

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11. Call Option on Series A Bond already proposed by the Issuer cannot be withdrawn.
12. Upon exercising the Call Option on Series A Bond, the Series A Bond that has been redeemed becomes invalid, and such redeemed Series A Bond is deemed to have matured. Consequently, the Issuer is not required to pay Interest Coupon on such Series A Bond.
13. The payment of all or part of the Series A Bond through the Call Option by the Issuer to the Paying Agent on the Call Option Exercise Date is considered as redemption and/or repayment by the Issuer to the Series A Bondholders for the Principal Amount of the Series A Bond after the funds are received by Series A Bondholders via KSEI Account Holders, with due consideration to the Trustee Agreement. In so doing, the Issuer is released from the requirement to make such payment to the Series A Bondholders if the Issuer has unequivocally deposited funds to exercise the Call Option on Series A Bond to the Paying Agent. In the event the Paying Agent fails to distribute the payment of the Call Option on Series A Bond on Call Option Exercise Date, the Paying Agent is fully responsible to the Issuer to ensure that the payment to exercise of the Call Option on Series A Bond is redeemed by the Paying Agent. In such event, the Issuer is released from the requirement to make payments for the exercise of the Call Option on Series A Bond.
14. If the aforementioned procedure to exercise the Call Option on Series A Bond contravenes prevailing provisions, especially KSEI's provisions, the procedure for exercising the payment must refer to the applicable provisions, especially KSEI's provisions as the Paying Agent appointed by the Issuer.
15. The Issuer must, no later than end of the second Business Day after the Call Option on Series A Bond has been exercised, disclose such exercise to the OJK and announce in an Indonesian daily newspaper with national circulation or on the IDX website.
16. If the Call Option on Series A Bond has been exercised for a portion of the Principal Amount of the Series A Bond, the Issuer must issue a new Jumbo Certificate of the Series A Bond for the remaining Principal Amount of the Series A Bond.

- II. **Approved to amend the Deed of Acknowledgement of Debt for Wijaya Karya Shelf Registration Bond I Phase II Year 2021** in accordance with a letter issued by PT Wijaya Karya (Persero) Tbk. No. SE.01.01/A.DIR.00138/2024 dated 15 February 2024. The proposal delivered and presented by the Issuer in the RUPO on 16 February was: a) to change the principal payment date for Series A Bond from initially maturing on the 3<sup>rd</sup> anniversary of the Issue Date on 03-03-2024 to the 5<sup>th</sup> anniversary of the Issue Date on 03-03-2026; b) to supplement the provisions for Series A Bond with a call option; and, c) to amend and/or supplement other provisions related to the change of principal payment

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date of Series A Bond and provisions for Series A Bond with a call option. The amendments and/or supplements to be as follows:

1. To amend the following premise:
  - a. Issuer has issued a Bond called "Wijaya Karya Shelf Registration Bond I Phase II Year 2021" with a principal amount of Rp2,500,000,000,000 (two trillion five hundred billion Rupiah)
  - b. In relation to bond's issuance, the Issuer and Trustee have signed the following:
    - (i) Trustee Agreement of Wijaya Karya Shelf Registration Bond I Phase II Year 2021, Deed No. 11 dated 8 February 2021, made before Ir. Nanette Cahyanie Handari Adi Warsito, S.H., a Notary in Jakarta
    - (ii) Deed of Acknowledgement of Debt for Wijaya Karya Shelf Registration Bond I Phase II Year 2021, Deed No. 12 dated 8 February 2021, made before Ir. Nanette Cahyanie Handari Adi Warsito, S.H., a Notary in Jakarta
  - c. A RUPO was convened on 16 February 2024 where Bondholders in the RUPO have approved the amendments proposed by the Issuer. First, to amend the principal payment date of Series A Bond from initially maturing on the 3rd anniversary of the Issue Date on 03-03-2024 to the 5th anniversary of the Issue Date on 03-03-2026. Second, to supplement the provisions for Series A Bond with a call option. Third, to amend and/or supplement other provisions related to the change of principal payment date of Series A Bond and provisions for Series A Bond with a call option.
  - d. Unless strictly specified in this Deed, all definitions stipulated in the Trustee Agreement also applies to this Deed.

2. To amend Article 1 section 1.1. Accordingly, Article 1 section 1.1 reads as follows:

- 1.1 The Issuer hereby acknowledges the veracity and validity of its debt to Bondholders, represented by PT Bank Mega Tbk as the Trustee, the aggregate sum of which is stated below. The Issuer hereby absolutely and unconditionally undertakes to pay Bondholders the Bond Principal a principal amount of Rp2,500,000,000,000 (two trillion five hundred billion Rupiah) as follows:
  - a. Series A Bond with an aggregate sum of Rp495,000,000,000 (four hundred ninety-five billion Rupiah) and a term of 5 (five) years since its issuance;
  - b. Series B Bond with an aggregate sum of Rp745,000,000,000 (seven hundred forty-five billion Rupiah) and a term of 5 (five) years since its issuance;
  - c. Series C Bond with an aggregate sum of Rp1,259,500,000,000 (one trillion two hundred fifty-nine billion five hundred million Rupiah) and a term of 7 (seven) years since its issuance;including interest coupons that will become due and penalties (if any), including other monies due to prevailing regulations and provisions of the Trustee Agreement, Acknowledgement of Debt, which must be paid to the Bondholders by the Issuer.

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The outstanding amount above may decrease in relation to redemption of each Bond Series and/or buyback exercise for the purpose of redeeming the Bonds and/or Call Option on Series A Bond for the purpose of redeeming the Series A Bond Principal. Such redemptions are substantiated by the Jumbo Certificate of Bonds and exercised in view of the requirements as stated in Article 5 of the Trustee Agreement.

The outstanding amount mentioned above, hereinafter referred to as “**Outstanding Amount**”.

- III. In view of the results of the RUPO held on 16 February 2024, **Bondholders approved to grant power and authority to PT Bank Mega Tbk as the Trustee to:** move and sign the amendments/addendum of the Trustee Agreement and Deed of Acknowledgement of Debt; and to take any actions related thereto, including but not limited to appear before a Notary and sign the amendment/addendum of the agreements in order to carry out the resolution of the RUPO dated 16 February 2024.
- IV. In accordance with the provisions of Article 10 of the Trustee Agreement, all costs arising from convening the RUPO, including the costs of announcement, invitation, Notary, and other costs in connection with the administration and arrangement of the RUPO on 16 February 2024, are borne by PT Wijaya Karya (Persero) Tbk as the Issuer.

The RUPO was adjourned at 13.24 WIB.

The Resolutions of this RUPO is stated in the Deed of the Meeting Number 40 dated on this day, Thursday, 16 February 2024 and made by I, the Notary.

A copy of the Deed is currently being finalised by our office.

This Cover Note is prepared to be used as appropriate.

Notary in Jakarta Utara

(signed and stamped)

**Humberg Lie, SH, SE, MKn**

**DISCLAIMER:**

This Document is a translation of an official document issued by the respective party. If there are discrepancies between the Bahasa Indonesia and English document, the Bahasa Indonesia document shall prevail.