



KEMENTERIAN ENERGI DAN SUMBER DAYA MINERAL
REPUBLIK INDONESIA
DIREKTORAT JENDERAL MINERAL DAN BATUBARA
JALAN PROF. DR. SUPOMO, SH. NO. 10 JAKARTA 12870

TELEPON : (021) 8295608

FAKSIMILE : (021) 829764

e-mail : djmb@esdm.go.id

www.minerba.esdm.go.id

| SURAT TAGIHAN PNBP SDA MINERBA PERTAMA (REVISI) | |
|---|---------------------------------------|
| Nomor: B-1957/MB.06/DBN.PL/2024 | Tanggal Penerbitan: 12 September 2024 |
| <p>I. Menindaklanjuti monitoring hasil pemeriksaan BPK-RI Tahun Anggaran 2023 terhadap pengelolaan PNBP SDA Minerba atas pemenuhan kewajiban pembayaran PNBP yang terdapat pada aplikasi ePNBP v2, sebagai berikut:</p> <p>a. Nama Wajib Bayar : PT Sumber Energi Alam Lestari Dusun Karang Cegak Rt 08, Rw 003 Desa Cidahu Kecamatan Pagaden Barat, Kabupaten Subang Provinsi Jawa Barat</p> <p>b. Nomor Bukti Pembayaran PNBP : (terlampir)</p> <p>c. Tanggal Pembayaran PNBP : (terlampir)</p> <p>d. Jenis PNBP : Royalti Periode Tahun 2023</p> | |
| <p>II. Terdapat kekurangan dan/atau keterlambatan pembayaran atas kewajiban PNBP berupa Royalti dalam Mata Uang Rupiah, sehingga jumlah PNBP yang masih harus dibayar adalah sebagai berikut:</p> | |
| Uraian | Jumlah |
| 1. PNBP terutang | Rp 1.905.247.143 |
| 2. PNBP yang telah dibayar | Rp 1.079.607.285 |
| 3. Kurang Bayar ⁽¹⁾⁻⁽²⁾ | Rp 825.639.858 |
| 4. Denda Administratif (perhitungan denda bersifat dinamis) | Rp 226.179.322 |
| 5. PNBP yang masih harus dibayar ⁽³⁾⁺⁽⁴⁾ | Rp 1.051.819.180 |
| Satu Miliar Lima Puluh Satu Juta Delapan Ratus Sembilan Belas Ribu Seratus Delapan Puluh Rupiah | |

Kami minta Saudara segera melunasi kewajiban PNBPN tersebut paling lambat 30 (tiga puluh) hari setelah tanggal surat ini dengan melakukan pembayaran secara online sesuai surat Direktur Jenderal Anggaran No.S-329/AG/2019 tanggal 28 Februari 2019 yang antara lain menyebutkan bahwa untuk pembayaran tunggakan setoran PNBPN dilakukan dengan melalui aplikasi SIMPONI, dan mengisi kolom keterangan atas jenis pembayaran: "Kurang Bayar Royalti Atas Monitoring BPK-RI TA 2023". Apabila terdapat kekeliruan maka akan dilakukan perbaikan sesuai peraturan perundang-undangan yang berlaku.

Dengan diterbitkannya surat ini, maka surat Direktur Penerimaan Mineral dan Batubara No. B-1555/MB.06/DBN.PL/2024 tanggal 9 Agustus 2024 perihal Surat Tagihan PNBPN SDA Mineral Pertama untuk PT Sumber Energi Alam Lestari dinyatakan tidak berlaku

Direktur
Penerimaan Mineral dan Batubara
Selaku Pejabat Kuasa Pengelola PNBPN,



Ditandatangani secara elektronik
Totoh Abdul Fatah

Tembusan :

1. Plt Direktur Jenderal Mineral dan Batubara
2. Kepala Dinas Energi dan Sumber Daya Mineral Provinsi Kalimantan Tengah
3. Direktur Pembinaan Pengusahaan Batubara
4. Koordinator Pengawasan Penerimaan Mineral dan Batubara
5. Koordinator Pengelolaan Informasi Penerimaan Mineral dan Batubara



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**BERITA ACARA VERIFIKASI HASIL TEMUAN PEMERIKSAAN BPK-RI ATAS
LAPORAN KEUANGAN KEMENTERIAN ESDM TAHUN ANGGARAN 2023
NOMOR : 66 .BA/MB.06/DBN.PL/VII/2024**

Pada hari ini Rabu, Tanggal Dua Puluh Empat Bulan Juli Tahun Dua Ribu Dua Puluh Empat bertempat di Kabupaten Tangerang, Provinsi Banten, telah dilakukan pembahasan Verifikasi Hasil Temuan Pemeriksaan BPK-RI atas Laporan Keuangan Kementerian ESDM Tahun Anggaran 2023 terhadap Pengelolaan PNBP Sumber Daya Alam Mineral dan Batubara atas Pemenuhan Kewajiban Pembayaran PNBP yang Terdapat pada Aplikasi ePNBP versi 2 yang dilakukan verifikasi oleh Tim Direktorat Penerimaan Mineral dan Batubara terhadap :

Nama : PT. Sumber Energi Alam Lestari
Provinsi : Kalimantan Tengah
Kabupaten/Kota : Katingan
Komoditas : Batubara
Nomor SK : 540/134/KPTS/III/2014

Dalam rangka monitoring dan menindaklanjuti hasil temuan pemeriksaan BPK-RI Tahun Anggaran 2023 tersebut dilakukan verifikasi lebih lanjut dengan hasil sebagai berikut :

1. Monitoring hasil pemeriksaan BPK-RI Tahun Anggaran 2023 untuk PT. Sumber Energi Alam Lestari adalah sebagai berikut :

| N ° | Nama Perusahaan | Komoditi | Kode Transaksi Provisional | NTPN Provisional | Mata ual | Temuan BPK |
|-----|----------------------------|----------|----------------------------|------------------|----------|------------------|
| 463 | SUMBER ENERGI ALAM LESTARI | Batubara | IPPB/23351/2023 | 8171861QUQNHQ74 | idr | Belum difinalkan |

2. Dalam klarifikasi ini, PT. Sumber Energi Alam Lestari hadir dan membawa kelengkapan dokumen sebagai berikut:
 - a. Invoice penjualan, dengan nomor Invoice 008/INV/Final/SEAL-SBE/VII/2023 tanggal 15 Juli 2023, Tonase 30,250.00 MT, harga per ton Rp. 524.029,00.
 - b. Bill of Lading dengan nomor 01/BAG-PULPIS/VII/2023 Tanggal 11 Juli 2023 yang menerangkan Port Discharge PT. PELABUHAN MUARA SAMPARA JETTY, MOROSI, MOLAWA, SHOUTHEAST SULAWESI, INDONESIA dan Port Loading MUARA KAHAYAN BAHARU ANCHORAGE CENTRAL KALIMANTAN, INDONESIA

Dalam klarifikasi ini, PT. Sumber Energi Alam Lestari hadir dan membawa kelengkapan dokumen;




3. Tim Direktorat Penerimaan Mineral dan Batubara melakukan perhitungan dengan hasil Verifikasi Royalti sebagai berikut (rincian terlampir) :

| Nama Perusahaan | Mata uang * | Transaksi | Volume | Kewajiban | Pembayaran | Pokok | Denda | Royalti |
|----------------------------|-------------|-----------|-----------|---------------|---------------|-------------|-------------|---------------|
| SUMBER ENERGI ALAM LESTARI | idr | 1 | 30.250,00 | 1.905.247.143 | 1.079.607.285 | 825.639.858 | 226.179.322 | 1.051.819.180 |

4. Seluruh data dan dokumen yang disampaikan oleh PT. Sumber Energi Alam Lestari pada saat klarifikasi merupakan bagian yang tidak terpisah pada berita acara ini dan PT. Sumber Energi Alam Lestari bertanggung jawab atas kebenaran data tersebut;
5. Dalam hal dikemudian hari terdapat temuan kurang bayar atas hasil verifikasi kembali atau hasil pemeriksaan Tim BPK/BPKP, maka perusahaan yang bersangkutan wajib melakukan pembayaran kewajiban pokok beserta denda sesuai dengan ketentuan yang berlaku.

Apabila dikemudian hari terdapat kekeliruan maka akan dilakukan perbaikan sesuai dengan peraturan perundang-undangan. Demikian Berita Acara ini dibuat dengan sebenarnya dan ditandatangani oleh:

| | |
|--|--|
| a.n. Direksi PT. Sumber Energi Alam Lestari  Jangkung Suwarno | Menyetujui Analisis Anggaran Ahli Muda Koordinator Perencanaan Penerimaan Mineral dan Batubara  Aditya Noviaji NIP. 19761116 200604 1 001 |
| Pemeriksa 1 Analisis Kebijakan Ahli Muda Sub Koordinator Perencanaan Penerimaan Batubara Cecilia Margareth NIP. 19861124 200912 2001 | Pemeriksa 2 Analisis Anggaran Ahli Muda Sub Koordinator Pengawasan Penerimaan Batubara Adi Cahyo Nurprasetyo NIP. 19810427 201012 1 001 |
| Verifikator Penghitungan  Mulyo Handoyo NIP. 19750903 200801 1 001 | Verifikator Pengecekan Dokumen  Destianha Handhayani NIP. 19731217 200910 2 001 |

| Uraian Temuan Hasil Verifikasi | Besarnya Kewajiban PNBP Kurang/(Lebih) | Perusahaan/Wajib Bayar | | Tim Verifikasi | |
|--|---|---|--|------------------------|---|
| | | Setuju/Tidak Setuju | Tanda Tangan | Setuju/Tidak Setuju | Tanda Tangan |
| Terdapat Kekurangan Penyetoran Royalti PT. SUMBER ENERGI ALAM LESTARI | Rp.1.051.819.180 Satu Milyar Lima Puluh Satu Juta Delapan Ratus Sembilan Belas Ribu Seratus Delapan Puluh Rupiah |  |  | Setuju |  |



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REPUBLIK INDONESIA
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Nama : PT. Sumber Energi Alam Lestari
Provinsi : Kalimantan Tengah
Kabupaten/Kota : Katingan
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1. Monitoring hasil pemeriksaan BPK-RI Tahun Anggaran 2023 untuk PT. Sumber Energi Alam Lestari adalah sebagai berikut :

| N | Nama Perusahaan | Komoditi | Kode Transaksi Provision | NTPN Provisional | Mata uang | Temuan BPK |
|-----|----------------------------|----------|--------------------------|------------------|-----------|------------------|
| 463 | SUMBER ENERGI ALAM LESTARI | Batubara | IPPB/23351/2023 | 8171B61QUQNI1Q74 | idr | Belum difinalkan |

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5. Dalam hal dikemudian hari terdapat temuan kurang bayar atas hasil verifikasi kembali atau hasil pemeriksaan Tim BPK/BPKP, maka perusahaan yang bersangkutan wajib melakukan pembayaran kewajiban pokok beserta denda sesuai dengan ketentuan yang berlaku.

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| Verifikator Penghitungan  Mulyo Handoyo NIP. 19750903 200801 1 001 | Verifikator Pengecekan Dokumen  Destiana Handayani NIP. 19731217 200910 2 001 |

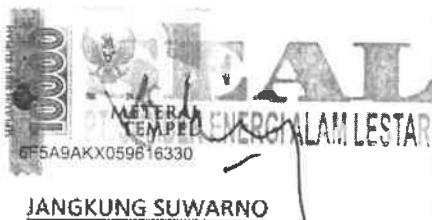
| Uraian Temuan Hasil Verifikasi | Besarnya Kewajiban PNBP Kurang/(Lebih) | Perusahaan/Wajib Bayar | | Tim Verifikasi | |
|--|---|---|--|------------------------|---|
| | | Setuju/Tidak Setuju | Tanda Tangan | Setuju/Tidak Setuju | Tanda Tangan |
| Terdapat Kekurangan Penyetoran Royalti PT. SUMBER ENERGI ALAM LESTARI | Rp.1.051.819.180 Satu Milyar Lima Puluh Satu Juta Delapan Ratus Sembilan Belas Ribu Seratus Delapan Puluh Rupiah |  |  | Setuju |  |



Jakarta, Juli 15, 2023

TO : PT SINAR BUMITAMA ENERGI
FROM : PT SUMBER ENERGI ALAM LESTARI
INVOICE NO. : 008//INV/Final/SEAL-SBE/VII/2023
CONTRACT NO. : 001/PPOB/CKL-SEAL/III/2023

INVOICE

| No | Description | Price M/T | Total |
|---|--|---|--------------------|
| 1 | Full payment Coal of 30,250.00 MT (MV. Habco Polaris) B/L Date : July 11, 2023 COA Date : July 14, 2023 | 524.029,00 | Rp 15.851.877.250 |
| TOTAL NET | | | Rp 15.851.877.250 |
| VAT (11%) | | | Rp 1.743.706.498 |
| TAX ART 22 (1,5%) | | | -Rp 237.778.159 |
| TOTAL INVOICE | | | Rp 17.357.805.589 |
| DOWN PAYMENT | | | -Rp 16.139.544.507 |
| TOTAL PAYMENT | | | Rp 1.218.261.082 |
| IN WORDS : One Billion Two Hundred Eighteen Million Two Hundred Sixty One Thousand Eighty Two Indonesian Rupiahs | | | |
| Please transfer to : Bank Mandiri Branch : KCP Subang Ahmad Yani, Subang Acc : 173-00-0533254-0 (IDR) Acc : 173-00-1394462-5 (USD) On Behalf : PT SUMBER ENERGI ALAM LESTARI | | PT SUMBER ENERGI ALAM LESTARI  JANGKUNG SUWARNO Director | |

PT SUMBER ENERGI ALAM LESTARI NEVER AUTHORIZES ANY NEW BENEFICIARY ACCOUNT IN PLACE OF PT SUMBER ENERGI ALAM LESTARI CURRENT BANK ACCOUNT. PLEASE CONFIRM BY PHONE TO US IF ANY EMAIL RECEIVED TO CHANGE OUR BANK ACCOUNT



www.sealenergi.com
sealcompany2@gmail.com



Head Office : Jl. Asari Baris Raya, Ruko Garuda No.13D, Tebet, Jakarta Selatan 12940
Branch Office : Jl. Minun Dehen, RT.004 Desa Samba Danum, Kec. Katingan, Kab. Katingan
Provinsi Kalimantan Tengah, Indonesia

CODE NAME "CONGEN BILL" EDITION 1994

BILL OF LADING

B/L NO.

Shipper

TO BE USED WITH CHARTER PARTIES

01/BAG-PULPIS/VI/2023

PT. SINAR BUMITAMA ENERGI
AKR TOWER LT. 16 UNIT A.
JL. PANJANG No. 5, KEL. KEBON JERUK, KEC. KEBON JERUK
KOTA ADM. JAKARTA BARAT, DKI JAKARTA, INDONESIA

Consignee

NPWP : 76.386.869.2-411.000

PT. OBSIDIAN STAINLESS STEEL
INDONESIA STOCK EXCHANGE BUILDING, TOWER 1, LT. 27
UNIT 2701, JL. JEND. SUDIRMAN KAV. 52-53,
SENAYAN, KEBAYORAN BARU, JAKARTA SELATAN

1ST ORIGINAL

Notify Party

NPWP : 76.386.869.2-411.000

PT. OBSIDIAN STAINLESS STEEL
JL. POROS MOROSI, MOROSI, MOROSI,
KAB. KONAWE, SULAWESI TENGGARA,
456

Name of Vessel

MV. HABCO POLARIS

Port Of Loading

MUARA KAHAYAN BAHAYUR ANCHORAGE
CENTRAL KALIMANTAN, INDONESIA

Port of Discharge

PT. PELABUHAN MUARA SAMPARA JETTY, MOROSI, MOLAWA
SOUTHEAST SULAWESI, INDONESIA

Shipper's description of goods

Shipper's Weight

INDONESIAN STEAM COAL IN BULK

30,250 MT

FREIGHT PAYABLE AS PER CHARTER PARTY

CLEAN ON BOARD

(of which on deck at Shipper's risk the carrier not
being responsible for loss or damage howsoever arising)

Freight payable as per

CHARTER PARTY dated

FREIGHT ADVANCE

received account of freight :

Time used for loading Days Hours

SHIPPED at the Port Loading in apparent good order and condition
on board the Vessel for carriage to the Port of Discharge
or so near there to as the may safely get the goods specified above
Weight, measure, quality, quantity, condition, contents and value unknown
IN WITNESS where of the master or Agent of the said vessel has signed
the number of Bills of Lading indicated below all of his tenor and date,
any one of which being accomplished the others shall be void.
FOR CONDITIONS OF CARRIAGE SEE OVERLEAF

Freight payable at

Place and date of issue :

PULANG PISAU, JULY 11, 2023

Number of original B/L

Signature

FOR AND ON BEHALF OF THE MASTER
MV. HABCO POLARIS

3 (THREE)

CAPT. IVAN MARIYANO

Printed and said

By Wyt& Zonen B.V. Rotterdam (phone.31-010-4252627)

by the authority of The Baltic and International Maritime

Council (BIMCO), Copenhagen



PELAYARAN BAHTERA ADHIGUNA
AS AGENTS FOR THE MASTER

SURAT KUASA

Yang bertanda tangan dibawah ini :

Nama : NANANG KOMAR
Alamat : Bumi Abdi Praja RT/RW 052/016 Kelurahan
Sukamelang, Kecamatan Subang, Kabupaten
Subang, Provinsi Jawa Barat
NIK : 3213031808710008

Dalam hal ini bertindak, dalam kedudukan selaku **Direktur PT. Sumber Energi Alam Lestari**

Dengan ini memberi kuasa kepada :

Nama : IMRON ROSYADI
Alamat : Sorowajan Baru, Jl. Muria 7, Rt.014/Rw.000, Kel.
Banguntapan, Bantul
NIK : 3402121208740007

Khusus untuk dan atas nama **PT. Sumber Energi Alam Lestari**

----- Menghadiri dan Mengurus segala sesuatu yang berkaitan dengan Pembahasan Hasil Verifikasi Temuan BPK-RI Tahun 2023 yang tertuang dalam Undangan Direktur Penerimaan Mineral dan Batubara Nomor: 278.Und/MB.06/DBN.PL/2024, pada hari Rabu, 24 Juli 2024 -----

Dengan ini Pemberi Kuasa memberikan kuasa sepenuhnya kepada Penerima Kuasa. Segala akibat yang timbul sehubungan dengan pemberian kuasa ini menjadi tanggungjawab Penerima Kuasa sepenuhnya.

Demikian surat kuasa ini dibuat untuk dipergunakan sebagai mana mestinya.

Subang, 23 Juli 2024

Pemberi kuasa



NANANG KOMAR

Penerima kuasa



IMRON ROSYADI

SURAT KUASA

Yang bertanda tangan dibawah ini :

Nama : NANANG KOMAR
Alamat : Bumi Abdi Praja RT/RW 052/016 Kelurahan
Sukamelang, Kecamatan Subang, Kabupaten
Subang, Provinsi Jawa Barat
NIK : 3213031808710008

Dalam hal ini bertindak, dalam kedudukan selaku **Direktur PT. Sumber Energi Alam Lestari**

Dengan ini memberi kuasa kepada :

Nama : JANGKUNG SUWARNO
Alamat : Griya Tugu Asri Blok C4 No.16, RT/RW 003/019
Kelurahan Tugu, Kecamatan Cimanggis
Kotamadya Depok
NIK : 3276020307690007

Khusus untuk dan atas nama **PT. Sumber Energi Alam Lestari**

----- Menghadiri dan Mengurus segala sesuatu yang berkaitan dengan Pembahasan Hasil Verifikasi Temuan BPK-RI Tahun 2023 yang tertuang dalam Undangan Direktur Penerimaan Mineral dan Batubara Nomor: 278.Und/MB.06/DBN.PL/2024, pada hari Rabu, 24 Juli 2024 -----

Dengan ini Pemberi Kuasa memberikan kuasa sepenuhnya kepada Penerima Kuasa. Segala akibat yang timbul sehubungan dengan pemberian kuasa ini menjadi tanggungjawab Penerima Kuasa sepenuhnya.

Demikian surat kuasa ini dibuat untuk dipergunakan sebagai mana mestinya.

Subang, 23 Juli 2024
Pemberi kuasa



NANANG KOMAR

Penerima kuasa

JANGKUNG SUWARNO

Job No. : C0223061162-TDLVV-AF
Cert. No. : C2102.I.14G23.012

CERTIFICATE OF SAMPLING AND ANALYSIS

VESSEL NAME : MV. HABCO POLARIS
QUANTITY : 30,250 MT
COMMODITY NAME : INDONESIAN STEAM COAL IN BULK
SHIPPER : PT. SUMBER ENERGI ALAM LESTARI
QQ PT. SINAR BUMITAMA ENERGI
AKR TOWER LT. 16 UNIT A JL. PANJANG NO. 5,
KEL. KEBON JERUK KEC. KEBON JERUK, JAKARTA BARAT 11530
CONSIGNEE : TO ORDER
NOTIFY PARTY : PT. OBSIDIAN STAINLESS STEEL
INDONESIA STOCK EXCHANGE BUILDING, TOWER 1,
27TH FLOOR, SUITE 2701, JL. SUDIRMAN, KAV. 52 - 53
JAKARTA SELATAN
LOADING PORT : MUARA KAHAYAN, BAHAYUR ANCHORAGE, CENTRAL KALIMANTAN
DISCHARGE PORT : PT. PELABUHAN MUARA SAMPARA JETTY, MOROSI, KONAWE, SOUTH EAST SULAWESI
LOADING DATE : JULY 08 - JULY 11, 2023

THIS IS TO CERTIFY THAT WE HAVE PERFORMED INSPECTION, SAMPLING AND ANALYSIS OF THE COAL CONSIGNMENT
NOMINATED ABOVE.

RESULTS AS SHOWN BELOW DETERMINED IN ACCORDANCE WITH ASTM STANDARDS.

SPECIFICATION IN ACCORDANCE WITH ASTM STANDARD:

| PARAMETER | TEST RESULT | UNIT |
|-----------------------------|-------------|---------|
| TOTAL MOISTURE (ARB) | 38.59 | % |
| INHERENT MOISTURE (ADB) | 11.98 | % |
| ASH CONTENT (ADB) | 9.00 | % |
| VOLATILE MATTER (ADB) | 40.87 | % |
| FIXED CARBON (ADB) | 38.95 | % |
| TOTAL SULPHUR (ADB) | 0.16 | % |
| GROSS CALORIFIC VALUE (ARB) | 3615 | KCAL/KG |
| HARD GROVE INDEX | 51 | |
| SIZE (0-50MM) | 97.4 | % |

This certificate refers to sampling for quality analysis and sizing only and does not certify any other matters. It reflects to our finding at time and place of attending only and is issued without prejudice.

SAMPLES WERE TAKEN BY PT ANINDYA WIRAPUTRA KONSULT DURING MOTHER VESSEL LOADING

July 14, 2023

ISSUED AND SIGNED BY PT. ANINDYA WIRAPUTRA KONSULT
AT LOADING PORT


Muhammad Anindya
Head of Laboratory



Job No. : C0223061162-TDLVV-AF
Cert. No. : C2102.1.14G23.0120R

CERTIFICATE OF ORIGIN

| | |
|----------------|--|
| VESSEL NAME | : MV. HABCO POLARIS |
| QUANTITY | 30,250 MT |
| COMMODITY NAME | INDONESIAN STEAM COAL IN BULK |
| SHIPPER | PT. SUMBER ENERGI ALAM LESTARI QQ PT. SINAR BUMITAMA ENERGI AKR TOWER LT. 16 UNIT A JL. PANJANG NO. 5, KEL. KEBON JERUK KEC. KEBON JERUK, JAKARTA BARAT 11530 |
| CONSIGNEE | : TO ORDER |
| NOTIFY PARTY | PT. OBSIDIAN STAINLESS STEEL INDONESIA STOCK EXCHANGE BUILDING, TOWER 1, 27TH FLOOR, SUITE 2701, JL. SUDIRMAN, KAV. 52 - 53 JAKARTA SELATAN |
| LOADING PORT | MUARA KAHAYAN, BAHAYUR ANCHORAGE, CENTRAL KALIMANTAN |
| DISCHARGE PORT | PT. PELABUHAN MUARA SAMPARA JETTY, MOROSI, KONAWE, SOUTH EAST SULAWESI |
| LOADING DATE | JULY 06 - JULY 11, 2023 |

WE HEREBY CERTIFY THAT THE COAL MINED AND SHIPPED IS OF INDONESIAN ORIGIN

THIS DOCUMENT WAS NOT FOR CUSTOM CLEARANCE PURPOSES AT DESTINATION COUNTRY

July 14, 2023

ISSUED AND SIGNED BY PT. ANINDYA WIRAPUTRA KONSULT
AT LOADING PORT


Muhammad Nurhidayati
Head of Laboratory

Job No. : C0223061162-TDLVV-AF
Cert. No. : C31.I.14G23.012

CERTIFICATE OF WEIGHT

| | |
|----------------|--|
| VESSEL NAME | : MV. HABCO POLARIS |
| QUANTITY | : 30,250 MT |
| COMMODITY NAME | : INDONESIA STEAM COAL IN BULK |
| SHIPPER | : PT. SUMBER ENERGI ALAM LESTARI QQ PT. SINAR BUMITAMA ENERGI AKR TOWER LT. 16 UNIT A JL. PANJANG NO. 5, KEL. KEBON JERUK KEC. KEBON JERUK, JAKARTA BARAT 11530 |
| CONSIGNEE | : TO ORDER |
| NOTIFY PARTY | : PT. OBSIDIAN STAINLESS STEEL INDONESIA STOCK EXCHANGE BUILDING, TOWER 1, 27TH FLOOR, SUITE 2701, JL. SUDIRMAN, KAV. 52 - 53 JAKARTA SELATAN |
| LOADING PORT | : MUARA KAHAYAN, BAHAMUR ANCHORAGE, CENTRAL KALIMANTAN |
| DISCHARGE PORT | : PT. PELABUHAN MUARA SAMPARA JETTY, MOROSI, KONAWE, SOUTH EAST SULAWESI |
| LOADING DATE | : JULY 06 - JULY 11, 2023 |

THIS IS TO CERTIFY THAT WEIGHT OF THE ABOVE MENTIONED CARGO LOADED AT LOADING PORT WAS DETERMINED ON THE BASIS OF VESSEL'S DRAFT SURVEY RESULT AS :

30,250 MT

July 14, 2023

ISSUED AND SIGNED BY PT. ANINDYA WIRAPUTRA KONSULT
AT LOADING PORT


Hery Firm
Head of Operational



Job No. : C0223061162-TDLVV-AF
Cert. No. : C31.I.14G23.012DS

DRAFT SURVEY REPORT

VESSEL NAME : MV. HABCO POLARIS
QUANTITY : 30,250 MT
COMMODITY NAME : INDONESIAN STEAM COAL IN BULK
SHIPPER : PT. SUMBER ENERGI ALAM LESTARI
QO PT. SINAR BUMITAMA ENERGI
AKR TOWER LT. 16 UNIT A JL. PANJANG NO. 5,
KEL. KEBON JERUK KEC. KEBON JERUK, JAKARTA BARAT 11530
TO ORDER
CONSIGNEE : PT. OBSIDIAN STAINLESS STEEL
NOTIFY PARTY : INDONESIA STOCK EXCHANGE BUILDING, TOWER 1,
27TH FLOOR, SUITE 2701, JL. SUDIRMAN, KAV. 52-53
JAKARTA SELATAN
LOADING PORT : MUARA KAHAYAN, BAHARU ANCHORAGE, CENTRAL KALIMANTAN
DISCHARGE PORT : PT. PELABUHAN MUARA SAMPARA JETTY, MOROSI, KONAWE, SOUTH EAST SULAWESI
LOADING DATE : JULY 08 - JULY 11, 2023

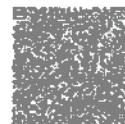
| Report of Draft Survey | | Initial Survey | Final Survey |
|------------------------|--|----------------------|----------------------|
| Date of Draft Reading | | July 08, 2023 | July 11, 2023 |
| Hours / Local Time | | at 08.00 - 08.00 hrs | at 22.00 - 23.00 hrs |
| 1. | a. Draft, forward port, m | 2.20 | 9.83 |
| | b. Draft, forward starboard, m | 2.25 | 9.85 |
| | c. Draft, forward mean, m | 2.225 | 9.840 |
| | d. Stem correction, m | -0.066 | -0.004 |
| | e. Draft, forward correction to F.P, m | 2.159 | 9.836 |
| 2. | a. Draft, after port, m | 6.60 | 10.08 |
| | b. Draft, after starboard, m | 6.65 | 10.10 |
| | c. Draft, after mean, m | 6.625 | 10.090 |
| | d. Stem correction, m | 0.174 | 0.010 |
| | e. Draft, after correction to A.P, m | 6.799 | 10.100 |
| 3. | a. Draft, midships port, m | 4.45 | 9.97 |
| | b. Draft, midships starboard, m | 4.60 | 10.02 |
| | c. Draft, midships mean, m | 4.525 | 9.995 |
| | d. Stem correction, m | -0.022 | -0.001 |
| | e. Draft, midships correction, m | 4.503 | 9.994 |
| 4. | Draft, fore and after mean, m | 4.4790 | 9.9680 |
| 5. | Mean of means draft, m | 4.49100 | 9.98100 |
| 6. | Quarter mean of means draft corrected for Hog/Sag, m | 4.49700 | 9.98750 |
| 7. | Displacement, MT | 16,493.060 | 40,073.245 |
| 8. | a. Trim by stern, m | 4.640 | 0.264 |
| | b. Correction for trim, | -402.074 | 22.464 |
| | c. Displacement for trim corrected, | 16,090.986 | 40,095.709 |
| 9. | a. Density observed, kg/l | 1.018 | 1.017 |
| | b. Corrected for density observed, MT | -109.890 | -312.942 |
| 10. | Displacement for density corrected, MT | 15,981.096 | 39,782.767 |
| 11. | Deductibles weight | | |
| | a. Ballast water, MT | 6,526.700 | 172.500 |
| | b. Fresh water, MT | 220.000 | 150.000 |
| | c. Fuel oil, MT | 341.614 | 318.750 |
| | d. Diesel oil, MT | 60.128 | 59.577 |
| | e. Lubricated oil, MT | 16.509 | 15.699 |
| | Total Deductibles, MT | 7,164.951 | 716.526 |
| 12. | Net Displacement, MT | 8,816.145 | 39,066.241 |
| 13. | Quantity, MT | | 30,250 |

July 14, 2023

ISSUED AND SIGNED BY PT. ANINDYA WIRAPUTRA KONSULT

AT LOADING PORT

Hery F. ANINDYA
Head of Operational



Job No. : C0223061162-TDLVV-AF
Cert. No. : C31.I.14G23.012HC

CERTIFICATE OF HOLD CLEANLINESS

| | |
|----------------|--|
| VESSEL NAME | : MV. HABCO POLARIS |
| QUANTITY | : 30,250 MT |
| COMMODITY NAME | : INDONESIA STEAM COAL IN BULK |
| SHIPPER | : PT. SUMBER ENERGI ALAM LESTARI QQ PT. SINAR BUMITAMA ENERGI AKR TOWER LT. 16 UNIT A JL. PANJANG NO. 5, KEL. KEBON JERUK KEC. KEBON JERUK, JAKARTA BARAT 11530 |
| CONSIGNEE | : TO ORDER |
| NOTIFY PARTY | : PT. OBSIDIAN STAINLESS STEEL INDONESIA STOCK EXCHANGE BUILDING, TOWER 1, 27TH FLOOR, SUITE 2701, JL. SUDIRMAN, KAV. 52 - 53 JAKARTA SELATAN |
| LOADING PORT | : MUARA KAHAYAN, BAHARU ANCHORAGE, CENTRAL KALIMANTAN |
| DISCHARGE PORT | : PT. PELABUHAN MUARA SAMPARA JETTY, MOROSI, KONAWE, SOUTH EAST SULAWESI |
| LOADING DATE | : JULY 06 - JULY 11, 2023 |

WE, AS THE SURVEYORS OF THE ABOVE MENTIONED VESSEL AT PORT OF LOADING, CONFIRM THAT WE HAVE INSPECTED THE CARGO HOLDS AND FOUND THEM TO BE FREE FROM ANY FOREIGN MATERIALS AND ARE SUITABLE FOR LOADING OF GOODS.

July 14, 2023

ISSUED AND SIGNED BY PT. ANINDYA WIRAPUTRA KONSULT
AT LOADING PORT


Hery Fatah
Head Of Operational



PT. PELAYARAN BAHTERA ADHIGUNA
CARGO MANIFEST

VESSEL
FLAG
GRT
MASTER

MV HABCO POLARIS
INDONESIA
10 994 GT
IVAN MARIVANO

SAILING
FROM

JULY 11, 2023
MUARA KAHAYAN BAHAYUR
ANCHORAGE KALIMANTAN,
INDONESIA

TO

PT. PELABUHAN MUARA SAMPARA JETTY, MOROSI, MOLAWA
SOUTHEAST SULAWESI, INDONESIA

| BL NO. | SHIPPER | CONSIGNEE/ NOTIFY ADDRESS | DESCRIPTION | WEIGHT | MEASUREMENT | FREIGHT |
|------------------------------|---|---|---|-----------|-------------|--|
| 01/BAG PULPIS/II /2023 | PT. SINAR BUMITAMA ENERGI APR TOWER LT. 16 UNIT A JL. PANJANG NO 6, KEL. KEBON JERUK, KEC. KERON JERUK, KOTA ADM. JAKARTA BARAT, DKI JAKARTA. INDONESIA | Consignee PT. OBSIDIAN STAINLESS STEEL INDONESIA STOCK EXCHANGE BUILDING, TOWER 1, LT 27 UNIT 2701, JL. JEND SUDIRMAN KAV 52-53, SENAYAN, KEBAYORAN BARU, JAKARTA SELATAN Notify address PT. OBSIDIAN STAINLESS STEEL JL. POROS MOROSI, MOROSI, MOROSI, KAB KONAWE, SULAWESI TENGGARA, 93465 | INDONESIAN STEAM COAL IN BULK FREIGHT PAYABLE AS PER CHARTER PARTY CLEAN ON BOARD | 30,250 MT | METRIC TONS | FREIGHT PAYABLE AS PER CHARTER PARTY |

PULANG PISAU, JULY 11, 2023
PT. PELAYARAN BAHTERA ADHIGUNA



**PT. PELAYARAN BAHTERA ADHIGUNA
CARGO MANIFEST**

VESSEL MV HABCO POLARIS
FLAG INDONESIA
GRT 19.984 GT
MASTER IVAN MARIVANO

SAILING
FROM

JULY 11, 2023
 MUARA KAHAYAN BAHUR
 ANCHORAGE KALIMANTAN,
 INDONESIA

TO

PT PELABUHAN MUARA SAMPARA JETTY, MOROSI, MOLAWA
 SOUTHEAST SULAWESI, INDONESIA

| B/L NO | SHIPPER | CONSIGNEE/ NOTIFY ADDRESS | DESCRIPTION | WEIGHT | MEASUREMENT | FREIGHT |
|-------------------------------|--|---|---|-----------|-------------|--|
| 01/BAG- PULPIS/VI /2023 | PT. SINAR BUMITAMA ENERGI AKR TOWER LT. 16 UNIT A JL. PANJANG NO. 5, KEL. KEBON JERUK, KEC. KESON JERUK KOTA ADM. JAKARTA BARAT, DKI JAKARTA INDONESIA | Compline PT. OBSIDIAN STAINLESS STEEL INDONESIA STOCK EXCHANGE BUILDING, TOWER 1, LT. 27 UNIT 2701, JL. JEND. SUDIRMAN KAV 52.53, SENAYAN, KEBAYORAN BARU, JAKARTA SELATAN Notify address PT. OBSIDIAN STAINLESS STEEL JL. POROS MOROSI, MOROSI, MOROSI KAB. KONAWE, SULAWESI TENGGARA, 93456 | INDONESIAN STEAM COAL IN BULK FREIGHT PAYABLE AS PER CHARTER PARTY CLEAN ON BOARD | 30.250 MT | METRIC TONS | FREIGHT PAYABLE AS PER CHARTER PARTY |

PULANG PISAU, JULY 11, 2023
 PT. PELAYARAN BAHTERA ADHIGUNA



SERTIFIKAT ANGKUT JARAK
No. : SAJ.07F23.001/AWP-MINERBA/2029.K/30/DJB/2024

A. DATA PERUSAHAAN

| Perusahaan | Nama Perusahaan | No. & Tgl Surat Keputusan **) | Alamat Kantor |
|------------|--------------------------------|-------------------------------|--|
| IUP OP | PT. SUMBER ENERGI ALAM LESTARI | 540/134/KPTS/III/2014 | DUSUN KARANG CEGAK RT.008/ RW.003, DESA CIDAHU, KECAMATAN PAGADEN BARAT, KABUPATEN SUBANG, PROVINSI JAWA BARAT |

B. PELABUHAN DAN PENGUKURAN JARAK

| | | | |
|--|--|--|------------|
| 1. Pelabuhan Muat Barge | | Tersus PT Sumber Energi Alam Lestari | |
| - Nama Pelabuhan | | 02° 10' 24.58" LS - 113° 56' 47.54" BT | |
| - Koordinat Lengkap | | | |
| 2. Pelabuhan Bongkar Barge | | Taboneo Anchorage | |
| 2.1 Nama Pelabuhan | | 03° 42' 48.00" LS - 114° 27' 38.00" BT | |
| Koordinat Lengkap | | | |
| Uraian | | Jarak (Milli Laut) | Jarak (km) |
| Jarak dari Pelabuhan Muat ke Pelabuhan Bongkar | | 155 | 287.06 |
| 2.2 Nama Pelabuhan | | Muara Bahaur Anchorage | |
| Koordinat Lengkap | | 03° 33' 01.53" LS - 114° 08' 29.39" BT | |
| Uraian | | Jarak (Milli Laut) | Jarak (km) |
| Jarak dari Pelabuhan Muat ke Pelabuhan Bongkar | | 135 | 250.02 |

Sertifikat Angkut Jarak ini telah sesuai dengan interpretasi hasil pengukuran jarak tempuh diatas peta Rupa Bumi Indonesia (RBI) yang dikeluarkan oleh Badan Informasi Geospasial, menggunakan bantuan perangkat lunak Sistem Informasi Geografis. Bahwa proses pengukuran jarak dilakukan secara subjektif mengikuti alur sungai tanpa mempertimbangkan kondisi geografis sebenarnya.

Diterbitkan di Jakarta Tanggal, 07 Juni 2023
Petugas Surveyor,



Mochamad Iqbal
2021/AWP-MINERBA/556

SAMARINDA : Jl. KH. Huriy Nafsi No 58 RT 22, Kel. Rapak Dalam, Kec. Loa Janan Iik, Samarinda - 75131, Kalimantan Timur. Telp. +62-541-7269686, 7269705. Fax +62-541-7269705
BANJARBARU : Jl. Yani KM 21, RT.02/02, Kel. Landasan Ulin Barat, Kec. Liang Anggang, Banjarbaru - 70722, Kalimantan Selatan, (+62 551) 4706093
BATULICIN : Jl. Transgrasiplojau KM 3.5, Kel. Barokah, Kec. Simpang Empat, Balukasin, Kab. Tanah Bumbu - 72171, Kalimantan Selatan. Telp. +62-518-75038
TARAKAN : Jl. Wijaya Kusuma II No 31 RT 47, Perumnas, Kel. Karang Anyar, Kec. Tarakan Barat, Tarakan 77111, Kalimantan Utara. Telp. +62-551-26210
TAMANG LAYANG : Jl. Tumpa Dayu RT 011, Ds Tamang Layang, Kec. Dusun Timur, Kab. Barito Timur, Tamang Layang 73167, Kalimantan Tengah. Telp. +62-526-2091361
JAMBI : Jl. Abdul Rahman Saleh No. 8, The Hok, Jambi Selatan, Jambi - 36138, Jambi. Telp. +62-741-572805
PALEMBANG : Komplek Pergudangan Sukarame, Ruko Blok D No. 09, Jl. Tembus Terminal, Kel. Talang Kelapa, Kec. Alang-Alang Lebar, Palembang 30151, Sumatera Selatan
BENGKULU : Jl. R.E. Marladinata No. 5, RT. 002/ RW. 01, Kel. Kandang, Kec. Kampung Melayu, Kota Bengkulu - 38216, Bengkulu
KENDARI : Jl. Bunga Tanjung No. 8, Kel. Watu Watu, Kec. Kendari Barat, Kendari 9453121 - Sulawesi Tenggara

CONTRACT
FOR
SUPPLY & PURCHASE
OF
STEAM COAL
BETWEEN

SELLER

PT. SUMBER ENERGI ALAM LESTARI
Ruko Garuda,
Jl. Asembaris Raya No. 13D Tebet
Jakarta Selatan - Indonesia

BUYER

PT CAHAYA KENCANA LESTARI
Jl. Riau No. 193B, Air Hitam
Payung Sekaki, Pekanbaru
Riau - Indonesia

CONTRACT REFERENCE
004/SEAL-CKL/III/2023^[1] Date: 6th /March/2023

**Contract for sale and purchase of Indonesian Steam Coal in bulk
dated 6th March 2023**

Between

PT. SUMBER ENERGI ALAM LESTARI, a company duly established and registered under the laws of Republic of Indonesia, domiciled at **Ruko Garuda, Jl. Asembaris Raya No. 13D Tebet – Jakarta Selatan , Indonesia** (hereinafter referred to as “**SELLER**”)

And

PT. CAHAYA KENCANA LESTARI a company duly established and registered under the laws of Republic of Indonesia, domiciled at Pekanbaru and having its registered office address at **Jl. Riau No. 193 B, Kel. Air Hitam, Kec. Payung Sekaki, Pekanbaru, Riau, Indonesia**. (hereinafter referred to as “**BUYER**”)

Each of the Seller and the Buyer shall be referred to herein individually as a “**Party**” and together as the “**Parties**”.

PART A: COMMERCIAL TERMS

| COMMODITY | Single mine Indonesian Steam Coal produced from Seller's Mine conforming to the below Quality Specification (the "Coal"). | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|-----------------------------|--|---------------------|--|------------|---------|-----------|----------------------|-----|---|-------------------------|-----|---|-------------------|----|----------|---------------|------|------------|-----------------------|-----|---|--------------------|---------------|---|-----------------------------|---------------|---------------------|-------------|-------|----------|-------------|---------|---|
| QUANTITY | Maximum 1,200,000 Metric Tons. (2 up to 4 x 30,000 Metric Tons, +/- 10% monthly at Buyer's option.) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| QUALITY SPECIFICATION | As per ASTM standard; On Air Dried Basis (ADB), unless otherwise specified (ARB means "As Received Basis"). <table><tr><th>Parameters</th><th>Typical</th><th>Rejection</th></tr><tr><td>Total Moisture (ARB)</td><td>38%</td><td>-</td></tr><tr><td>Inherent Moisture (ADB)</td><td>14%</td><td>-</td></tr><tr><td>Ash Content (ADB)</td><td>5%</td><td>Above 8%</td></tr><tr><td>Sulphur (ADB)</td><td>0.3%</td><td>Above 0.5%</td></tr><tr><td>Volatile Matter (ADB)</td><td>42%</td><td>-</td></tr><tr><td>Fixed Carbon (ADB)</td><td>By Difference</td><td>-</td></tr><tr><td>Gross Calorific Value (ARB)</td><td>3,800 kcal/kg</td><td>Below 3,400 kcal/kg</td></tr><tr><td>HGI (ADB)</td><td>50-55</td><td>Below 40</td></tr><tr><td>Size 0-50mm</td><td>90% min</td><td>-</td></tr></table> | | | Parameters | Typical | Rejection | Total Moisture (ARB) | 38% | - | Inherent Moisture (ADB) | 14% | - | Ash Content (ADB) | 5% | Above 8% | Sulphur (ADB) | 0.3% | Above 0.5% | Volatile Matter (ADB) | 42% | - | Fixed Carbon (ADB) | By Difference | - | Gross Calorific Value (ARB) | 3,800 kcal/kg | Below 3,400 kcal/kg | HGI (ADB) | 50-55 | Below 40 | Size 0-50mm | 90% min | - |
| Parameters | Typical | Rejection | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Total Moisture (ARB) | 38% | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Inherent Moisture (ADB) | 14% | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Ash Content (ADB) | 5% | Above 8% | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Sulphur (ADB) | 0.3% | Above 0.5% | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Volatile Matter (ADB) | 42% | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Fixed Carbon (ADB) | By Difference | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Gross Calorific Value (ARB) | 3,800 kcal/kg | Below 3,400 kcal/kg | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| HGI (ADB) | 50-55 | Below 40 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Size 0-50mm | 90% min | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| LOAD PORT | Taboneo Anchorage, South Kalimantan, Indonesia. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Base PRICE | <p>If the certified Gross Calorific Value (GAR) supplied is below or above 3,800 Kcal/Kg but not below 3,600 Kcal/Kg as stated in the Independent Inspection Agency's certificate at Vessel, then FOB Price shall be adjusted by the following formula (fractions pro rata) :</p> <p>Base FOB Price = Prorate ICI Index 4 + 5 Minus USD 4 / MT FOB Geared and Grabbed Mother Vessel at Taboneo Anchorage, South Kalimantan, Indonesia basis GAR CV (Arb) 3,800 Kcal/kg.</p> $\text{Adjusted FOB Price} = \frac{\text{Actual GCV (GAR)}}{3,800 \text{ Kcal/Kg (GAR)}} \times \text{Base FOB Price}$ <p>If the actual Gross Calorific Value (ARB) basis is below the 3,600 kcal/kg but not below 3,400 kcal/kg then the calculation shall be adjusted to the FOB Price with the following formula :</p> <p>Base FOB Price = ICI Index 5 Minus USD 4 / MT FOB Geared and Grabbed Mother Vessel at Taboneo Anchorage, South Kalimantan, Indonesia basis GAR CV (Arb) 3,400 Kcal/kg.</p> $\text{Adjusted FOB Price} = \frac{\text{Actual GCV (GAR)}}{3,400 \text{ Kcal/Kg (GAR)}} \times \text{Base FOB Price}$ <p>Where ICI (Indonesian Coal Index) refer to Indonesian price index published weekly by Argus Coalindo Indonesia Coal Index Report. The pricing month shall be the 4 weeks average prior to BL date for calculation, including 1st day if it fall on Friday.</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

| | |
|--|---|
| | <p>Currency will refer to exchange rate from https://fiskal.kemenkeu.go.id/informasi-publik/kurs-pajak on Bill of Lading date.</p> <p>Price will be added to VAT 11% (eleven percent) and will be deducted by Withholding tax (PPH 22) 1.5% (one point five percent).</p> |
| LAYCAN PERIOD | Within April 2023 |
| DELIVERY | FOB geared fitted with grabbed Mother Vessel at Taboneo Anchorage, South Kalimantan, Indonesia. |
| INDEPENDENT INSPECTION AGENCY | PT. Anindya Wiraputra Konsult |
| PAYMENT | The Parties agree that 90% payment based on DSR Quantity for each Barge and Final payment based on the Certificate of Quality and Certificate of Weight issued by Independent Surveyor at Mother Vessel. |
| DEMURRAGE AND DESPATCH RATES | Rates as per governing Charter Party (subject to the terms of Part B: Additional Terms), to be nominated with performing Vessel). |
| LOAD RATE | Seller shall guarantee a minimum loading rate of 5,000 MT per weather working day, Sundays and holidays included (PWWID SHINC) for Geared and Grabbed Vessel. |
| TITLE & RISK | <p>a. The Risk of the Coal shall pass from Seller to Buyer when the Coal is placed on board the performing Vessel at the Load Port.</p> <p>b. Risk of loss or damage to the Coal delivered shall be in all respects deemed to have been passed to the Buyer as per INCOTERMS 2020.</p> |
| WEIGHING, SAMPLING & ANALYSIS | Weighing, Sampling and Analysis of the Coal to be carried out at the Load Port by Independent Inspection Agency. |
| GOVERNING LAW | The construction, validity and performance of the Contract and any dispute or claim arising out of or in connection with the Contract (including any non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Indonesia. |
| LANGUAGE | This Contract is executed in English language. In the event that any governmental body requires that a copy of this Contract to be submitted in any other language, the official language of this Contract shall, nevertheless, be the English language and in the case of any conflict or inconsistency between the English version and any other translated version of this Contract, including any schedule or attachment to this Contract, the English version shall prevail. |
| JURISDICTION AND ARBITRATION | Subject to the option set out in this clause below, all claims, disputes or differences whatsoever between the parties arising out of or in connection with this Contract, including without limitation to any question regarding its existence, validity or termination, (a "Dispute") shall be referred to and finally resolved by South Jakarta Court exclusively. |

| | |
|------------------------------------|--|
| | The language for the proceedings shall be Indonesian. The award by South Jakarta Court shall be final and binding on the Parties, and the Parties agree to be bound thereby and to act accordingly. |
| ANTI-BRIBERY AND CORRUPTION | <p>Seller and Buyer respectively warrant and undertake to the other that in connection with this Contract:</p> <ol style="list-style-type: none"> it has implemented adequate internal procedures designed to ensure it shall not authorize the giving or offering of any financial or other advantage with the intention of inducing or rewarding an individual or entity to improperly perform an activity undertaken in the course of an individual's employment or connected to an entity's business activities (the "Anti-Corruption Controls"); and it has not authorised and it will not authorise, in connection with the performance of this Contract, any financial or other advantage to or for the benefit of any public official, civil servant, political party, political party official, candidate for office, or any other public or private individual or entity where such authorisation would violate the Anti-Corruption Controls. <p>In the event of any breach of the warranties and undertakings in this Clause, the non-breaching Party may terminate this Contract with immediate effect upon written notice to the other Party. This shall be the sole remedy available for a breach of the warranties and undertakings in this Anti-Bribery and Corruption Clause.</p> |
| SANCTIONS | <p>It is agreed that all activities contemplated by the Parties pursuant to this Contract will be performed in conformity with and shall not be prohibited by Sanctions and/or applicable laws. If, at any time during the term of this Contract, any laws are changed or reinstated, new laws become effective, Sanctions or other trade restrictions are imposed or interpreted, or other Sanctions-related circumstances exist, which would materially affect directly or indirectly to:</p> <ol style="list-style-type: none"> Seller's performance of this Contract (including but not limited to its ability to make delivery or perform this Contract OR, export into the country of intended destination; or Buyer's performance of this Contract (including but not limited to its ability to take delivery or make any payments as may be required in the performance of this Contract or to insure or transport the goods to be delivered by Seller) OR, import into the country of intended destination; <p>then the affected Party may, by written notice to the other Party, terminate this Contract without any further obligation or liability to the other Party, save for any accrued rights and remedies.</p> <p>"Sanctions" means economic or financial sanctions or trade embargoes or similar or equivalent restrictive measures imposed, administered, enacted or enforced from time to time by a government or governmental or inter-governmental body or organisation or other relevant sanctions authority (including but not limited to those imposed by the UN or EU) or any other jurisdiction applicable to the Buyer, including the US to the extent applicable).</p> |
| SCOPE | The terms and conditions set out in tabular form (the " Part A: Commercial Terms ") and the terms and conditions set out below (the " Part B: Additional Terms ") together form the Contract under which the Seller agrees to sell and deliver Coal in bulk and the Buyer agrees to purchase and accept delivery of Coal in bulk (the " Contract "). |

PART B: ADDITIONAL TERMS

1. QUALITY

The Coal delivered shall comply with quality specification specified in Part A: Commercial Terms above.

2. PRICE

- 2.1 Penalties/Bonuses for quality will be based on Certificate of Analysis (COA) at the Vessel for the following items:

Gross Calorific Value (GAR)

If the certified Gross Calorific Value (GAR) supplied is below or above 3,800 Kcal/Kg but not below 3,600 Kcal/Kg as stated in the Independent Inspection Agency's certificate at Vessel, then FOB Price shall be adjusted by the following formula (fractions pro rata):

Base Price = Prorate ICI Index 4 + 5 Minus USD 4 / MT

FOB Geared and Grabbed Mother Vessel at Taboneo Anchorage, South Kalimantan, Indonesia basis GAR CV (Arb) 3,800 Kcal/kg.

$$\text{Adjusted FOB Price} = \frac{\text{Actual GCV (GAR)}}{3,800 \text{ Kcal/Kg (GAR)}} \times \text{Base FOB Price}$$

And if the certified Gross Calorific Value (GAR) supplied is below 3,600 Kcal/Kg but within the rejection limit (3,400 Kcal/Kg) as stated in the Independent Inspection Agency's certificate at Vessel, then FOB Price shall be adjusted by the following formula (fractions pro rata), till rejection limit:

Base Price = ICI Index 5 Minus USD 4 / MT

FOB Geared and Grabbed Mother Vessel at Taboneo Anchorage, South Kalimantan, Indonesia basis GAR CV (Arb) 3,400 Kcal/kg.

$$\text{Adjusted FOB Price} = \frac{\text{Actual GCV (GAR)}}{3,400 \text{ Kcal/Kg (GAR)}} \times \text{Base FOB Price}$$

If the actual Ash Content (adb) in Certificate of Sampling and Analysis is more than 5% but within the rejection limit (8%), the FOB Price shall be reduced by USD 0.25 for each 1% increase of 5% (fractions pro rata).

If the actual Total Sulphur (adb) in Certificate of Sampling and Analysis is more than 0.3%, the FOB Price shall be reduced by the following formula (fractions pro rata):

| | | | |
|---------------|---|---------|---------------|
| 0.3 % - 0.5 % | = | USD 0.1 | for each 0.1% |
| 0.5 % - 0.7 % | = | USD 0.2 | for each 0.1% |
| 0.7 % - 0.9 % | = | USD 0.4 | for each 0.1% |
| 0.9 % - 1.1 % | = | USD 0.8 | for each 0.1% |
| 1.1 % - 1.3 % | = | USD 1.6 | for each 0.1% |
| 1.3 % - 1.5 % | = | USD 3.2 | for each 0.1% |

3. LAYCAN PERIOD

As per Part A : Commercial Terms.

4. DELIVERY

- 4.1 Seller shall provide at Load Port free of charge to Buyer a safe berth/anchorage (where the Vessel is loaded at more than one berth/anchorage each to be safe) reachable on arrival where the Vessel shall always be able to safely enter, discharge, lie and leave afloat. Loading procedure shall be in accordance with the standard shipping regulations of the Load Port in effect at the time of delivery.
- 4.2 Where loading is at an anchorage, the Seller shall appoint and pay a party to provide any fendering required to the satisfaction of the Master of the Vessel ("Master") which shall not be unreasonably withheld by owner and/or Master and the Seller shall guarantee that such fenders shall be in good condition, fit for purpose and of suitable dimensions for the task. The party providing the fendering shall remain the responsibility of the Seller.
- 4.3 Seller to be responsible to make all arrangements including but are not limited to stevedores, fenders, barges, tugs to load the cargo on the Buyer's Vessel on arrival.

Seller will load the maximum volume permitted on each barge. In case that the minimum volume required for safety voyage of each barge is loaded yet barge is unable to sail due to river levels, Buyer will make commercially reasonable efforts for Seller to seek solutions in order to mitigate the situation with the help of supporting documentation provided by the Seller, including but not limited to negotiate with the end buyer to bear the demurrage costs.

Vessel Nomination

- 4.4 Buyer shall notify Seller of the following details in writing:
- a. Vessel name, year build, flag, class, deadweight tonnage, beam, Vessel dimensions and draft of Vessel nominated to load the Coal. Demurrage/Despatch rate and other relevant information; and
 - b. The estimated date of arrival of the Vessel at the Load Port.
- 4.5 Buyer shall nominate a Mother Vessel to Seller not later than 10 (ten) Calendar Days prior to the ETA of the Vessel at the Load Port. Seller shall give Buyer notice accepting or rejecting the nominated Vessel within 1 Business Day of receipt of Buyer's nomination, failing which Seller shall be deemed to have accepted the nominated Vessel. Seller shall not reject any Vessel nominated under this Clause on unreasonable grounds.
- 4.6 Buyer shall arrange for the Master/agents to give written notice to Seller of the progress of the Vessel 5 (five) Calendar Days, 3 (three) Calendar Days, 2 (two) Calendar Days and 24 (twenty four) hours before the estimated time of arrival ("ETA") of the Vessel at the Load Port. Buyer shall inform Seller of any deviation in excess of 24 (twenty four) hours to the aforementioned ETA.
- 4.7 Buyer may substitute any Vessel nominated under this Contract for another Vessel by giving a notice of substitution to Seller made on or within at least 7 (seven) Calendar days prior to the ETA of the last nominated Vessel at the Load Port. The specification of the substitute Vessel shall be similar to the previous Vessel nomination.

Loading

- 4.8 Seller shall guarantee a minimum Load Rate as specified in Part A: Commercial Terms, per weather working days, Saturday, Sundays and holidays included (PWWDD SSIIINC) excluding Indonesian Major Holidays.
- 4.9 Seller shall load, stow and trim the Vessel in compliance with the International Maritime Solid Bulk Cargoes (IMSBC) Code of Safe Practice for Solid Bulk Cargoes and all applicable laws, regulations and standards from time to time issued and amended by any relevant governmental or other statutory body or authority

- 4.10 The stevedores shall be appointed by Seller. The stevedores and anyone employed by the stevedores shall be under the supervision of the Master. Loss or damage caused by stevedore act or omission, if any, to be settled directly between stevedores and Master.
- 4.11 Buyer and/or the Master shall have the right (exercisable at their sole and absolute discretion) to refuse to accept for loading all or any Coal which, in the opinion of Buyer and/or of the Master, does not comply with this Contract or constitutes any risk to the safety of the Vessel.

Notice of Readiness and Laytime

- 4.12 After free pratique granted and vessel arrive at anchor Loading Point. Notice of Readiness ("NOR") to be tendered by the Master/Buyer's agent and then accepted at any time any day or night SHINC (Sundays Holidays Included) excluding Indonesian Major Holidays and NOR will be deemed accepted if it has been tendered as per contractual terms.
- 4.13 Laytime shall commence:
- 12 (twelve) hours after free pratique granted by port authority; or
 - The actual commencement of loading.
- 4.14 Laytime shall cease counting upon completion of loading and delivery on board of all necessary documentation required for Vessel's sailing.
- 4.15 If vessel arrives before the agreed laycan period, laytime shall commence 12 (twelve) hours after the commencement of laycan unless loading is sooner commenced.
- 4.16 If vessel arrives outside the agreed laycan period, Seller have the right to load the vessel in sequence. No demurrage vessel will be applied and barge demurrage cost that may occur will be charged to Buyer.
- 4.17 If the vessel holds fail inspection by the nominated Independent Inspection Agency, then such time from the time she is rejected until holds are deemed clean, shall not count as laytime.
- 4.18 All time used and any costs incurred for shifting directly between berths at Seller's or port authority's request shall count as Laytime and shall be for Seller's account.
- 4.19 In the event loading operations are suspended by the Master or the port authority due to weather conditions which make loading perilous, and/or the Master closes the hatches in the case of heavy rain, snow or hail, then all such time lost shall not count as Laytime, unless Vessel is already on demurrage. In case of rain, all holds which have not been fully loaded shall be closed to avoid wetting the Coal.
- 4.20 For the avoidance of doubt, if the Vessel is once on demurrage then the Vessel shall remain on demurrage.
- 4.21 Time lost by the following Clauses shall not count as a Laytime:
- If on berthing/arrival at the appropriate anchorage the Vessel is found not ready in all respects, time lost from discovery till Vessel ready to load or if loading commenced, pro rata for rejected holds.
 - Time lost due to causes attributable to Vessel, Vessel owners or Buyers.
 - Time spent in first opening and/or last closing hatch covers.
 - Breakdown or failure of the Vessel to comply with the requirements or regulations of the Load Port causing delay or restriction to loading operations.
 - Adverse weather conditions which prevented the loading operations unless Vessel is already on demurrage.
 - Time spent in conducting a first initial draft survey, cleaning and inspection of the Vessel holds, intermediate, and final draft survey on the Vessel prior to or during the loading of the Coal.
 - Discharge of ballast to the extent that this is not concurrent with loading and which causes delay at the loading berth.

- h. Any time lost due to a labour dispute, strike, go slow, work to rule, lock out, stoppage or restraint of labour involving the Master, officers or crew of the Vessel.
- i. The time taken from shifting from anchor aweigh or pilot on board whichever is earlier, until Vessel is all fast alongside the designated berth and ready in all respects to load.
- j. Any time lost if loading is interrupted by the Vessel in order to conduct business on behalf of the owner.
- k. Any time lost due to compliance with statutory and class requirements for the Vessel.
- l. Indonesian Major Holidays. Once on demurrage always on demurrage to apply.
- m. Any time lost during loading due to bad weather that cause loading to stop or barge not able to come alongside to the Vessel. In case of rain, the Master may close hatches, and all holds which have not been fully loaded in order to avoid wetting the Coal. Once on demurrage always on demurrage to apply.
- n. Cleaning and hold inspections of the Vessel if requested by the shipmaster.
- o. Force Majeure, unless Vessel is already on demurrage. Once on demurrage always on demurrage to apply.

4.20 Laytime permitted at the Load Port shall be calculated on the Bill of Lading quantity by reference to the minimum Load Rate.

MARPOL Convention Annex V Declaration

4.21 It is a condition of this Contract that the Seller will provide to the Buyer prior to delivery a declaration as to whether or not the Coal is harmful to the marine environment for the purposes of Annex V to the MARPOL Convention ("MARPOL"). The Seller warrants the accuracy of such declaration, which shall be based upon full and proper inspection and/or analysis carried out by a suitably qualified and equipped expert. Any costs of and/or time used in relation to any and all steps and measures taken in connection or to achieve compliance with, or as a result of any failure to comply with, the requirements of MARPOL, shall be for the Seller's account. The Seller shall indemnify the Buyer in respect of any and all loss or damage howsoever caused by, or arising out of or in relation to, any failure by the Seller to comply with the terms of this Clause and/or MARPOL.

Dead Freight

4.22 The Owner/Master shall declare the exact Stowage Plan to the Seller/their agents by e-mail/fax, 5 (five) Calendar Days prior to the ETA of the Vessel. Once this exact Stowage Plan is declared, the Seller shall load the Coal as per the quantity declared in the Stowage Plan. For any short quantity loaded, the Seller shall pay dead freight which shall be calculated by multiplying the short quantity by the freight of the Vessel nominated to the Seller as per Charter Party.

Demurrage and Despatch

4.23 If total Laytime used exceeds total Laytime allowed, Seller shall pay Buyer demurrage at the rate set out in Part A: Commercial Terms per day or pro rata part thereof for the excess time. If the total Laytime used is less than the total Laytime allowed, Buyer shall pay Seller despatch for the time saved at the rate equal to 50% of the demurrage rate per day or pro rata part thereof.

4.24 Laytime calculations shall be presented by Buyer after the completion of loading. Demurrage/despatch shall be paid by the Party under submission of loading documents and will be presented along with the Commercial invoice.

4.25 The daily demurrage/despatch rate expressed in USD (United States Dollar) applicable to each shipment shall be declared by the Buyer at the time of Vessel nomination and will be equal to the rate provided by the Charter Party.

4.26 The Buyer shall be responsible for the detention of the barge and any reasonable associated cost incurred if the nominated Vessel of the Buyer is not available for loading of the Coal at the Load Port.

5. PAYMENT

5.1 As per Part A of this Coal Sales Purchase Agreement.

5.3 The Commercial Invoice shall cover demurrage and/or applicable Laytime calculation.

5.4 The details of Seller's bank account to receive the payment under this Contract is as follow:

Bank Mandiri
KCP Subang Ahmad Yani
AC 173-00-0533254-0 (TDR)
AC 173-00-1394462-5 (USD)
Name : PT SUMBER ENERGI ALAM LESTARI

5.5 Payment shall be made following presentation of originals of the documents specified below (the "Payment Documents"):

- a. 1 (one) original and 3 (three) copies of signed commercial invoice for 100% of the Price indicating the name of the carrying Vessel, contract number, Bill of Lading number (if applicable), the results of the quantity as determined at the Load Port pursuant to the Certificate of Weight and the quality as determined at the Load Port pursuant to the Certificate of Sampling and Analysis, details of calculation of unit price and total amount including the settlement of Laytime Calculation;
- b. Three (3) original and three (3) non-negotiable copies of 'clean on board' Charter Party bills of lading, made out to order and blank endorsed, marked "freight payable as per Charter Party"; Shipper on B/L to be PT. CAHAYA KENCANA LESTARI;
- c. 1 (one) original and 3 (three) copies Certificate of Weight issued by Independent Inspection Agency;
- d. 1 (one) original and 3 (three) copies Certificate of Analysis issued by Independent Inspection Agency;
- e. 1 (one) original and 3 (three) copies Certificate of Origin issued by Independent Inspection Agency;
- f. 1 (one) original and 3 (three) copies Draft Survey Report issued by Independent Inspection Agency;
- g. 1 (one) copy of Laytime calculation signed and stamped by both Seller and Buyer;
- h. 1 (one) original and 3 (three) copies of Surat Keterangan Asal Barang;
- i. 1 (one) copy of Laporan Hasil Verifikasi; dan
- j. 1 (one) copy of Royalty Evidence + F-PNRP.

5.8 If an Umpire Analysis is performed and as a result a payment adjustment is to be made, such payment shall be made by the Party so owing by telegraphic transfer within 5 (Five) Business Days of the date the Umpire's certificate is issued against presentation of a copy of the Umpire certificate and the owed Party's invoice for the sum claimed.

6. TITLE

Seller warrants that it has full legal title to the Coal, free and clear of all liens, claims, encumbrances and that it has full right and power to convey such title to Buyer.

7. WEIGHING, SAMPLING AND ANALYSIS

Weighing

7.1 Seller shall appoint the Independent Inspection Agency agreed by the Parties in accordance with Part A: Commercial Terms and shall bear the cost of these operations. The Independent Inspection Agency shall issue a Certificate of Weight for the Coal as determined by the draft survey and this weight shall be shown on the Bill of Lading. The weight thus determined shall be final and binding for settlement purposes, save for fraud or manifest error. Buyer shall have the right to be represented during weight determination at its own expense.

Sampling and Analysis

7.2 Seller shall appoint Independent Inspector Agency and shall bear the cost of these operations. Sampling shall be conducted by Independent Inspection Agency according to ASTM standards using a mechanical or manual sampler where available. A composite sample shall be split into 4 sub-samples, one for analysis by the

Independent Inspection Agency (the "Laboratory Sample"), one for Buyer which is to be handed over to Buyer representative within 5 (five) Business Days from loading completion if requested, one for Seller, and one to be retained by the Independent Inspection Agency for at least 30 (thirty) Calendar Days from Bill of Lading date for umpire purposes (the "Umpire Sample"). Buyer shall have the right to be represented during loading and sampling operations at Jetty and Vessel at its own expense. The Seller shall extend full cooperation to facilitate the witnesses. In regards to this matter, the Buyer shall inform the Seller regarding such a visit.

- 7.3 Determination of the quality of the Coal shall be done by analysis of the Laboratory Sample. The Independent Inspection Agency shall issue a Certificate of Analysis in accordance with ASTM testing and analysis procedures, which shall be final and binding for settlement purposes, save for fraud or manifest error or unless challenged in accordance with the procedure described below.
- 7.4 Either Party shall have the right to challenge the result of the analysis made on the Laboratory Sample within 30 (thirty) Calendar Days from the date of receipt of the Independent Inspection Agency's Certificate of Analysis. The challenging Party shall have the Umpire Sample analyzed using ASTM testing and analysis procedures by a mutually agreed internationally recognized independent laboratory at neutral location.
- 7.5 If the result of the Umpire Analysis is not within ASTM tolerances of the inspector's result, then the umpire's analysis shall be final and binding for settlement purposes on the parties. If the result of the Umpire Analysis is within ASTM tolerances of the Independent Inspection Agency's result, then the original analysis shall be final and binding for settlement purposes on the Parties. In either case, the challenging Party shall be responsible for the cost of the analysis.

8. FORCE MAJEURE

- 8.1 If either Party is prevented, hindered or delayed from performing in whole or in part any obligation or condition of this Contract by reason of Force Majeure (the "Affected Party"), the Affected Party shall give written notice to the other Party promptly and in any event within 3 (three) Calendar Days after receiving notice of the occurrence of a Force Majeure event, to the extent reasonably practicable, the details and expected duration of the Force Majeure event and the quantity of Coal affected accompanied with supporting documents issued by the competent authority (the "Force Majeure Notice").
- 8.2 Provided that a Force Majeure Notice has been given, for so long as the event of Force Majeure exists and to the extent that performance is prevented, hindered or delayed by the event of force majeure, neither Party shall be liable to the other and the Affected Party may suspend performance of its obligations under this Contract (a "Force Majeure Suspension"). During the period of a Force Majeure Suspension, the other Party may suspend the performance of all or a part of its obligations to the extent that such suspension is commercially reasonable.
- 8.3 The Affected Party shall use commercially reasonable efforts to avoid or remove the event of force majeure and shall promptly notify the other Party when the event of force majeure is terminated.
- 8.4 If a Force Majeure Suspension occurs, the time for performance of the affected obligations and, if applicable, the term of this Contract shall be extended for a period equal to the period of suspension.
- 8.5 If the period of the Force Majeure Suspension is equal to or exceeds 2 (two) months from the date of the Force Majeure Notice, and so long as the Force Majeure event is continuing, non affected party may, in its sole discretion and by written notice, terminate this Contract or, in the case of multiple deliveries under this Contract, terminate the affected deliveries. Upon termination in accordance with this Clause, neither Party shall have any further liability to the other in respect of this Contract or, as the case may be, the terminated deliveries except for any rights and remedies previously accrued under the Contract, including any payment obligations to the Seller.
- 8.6 "Force Majeure" means any cause or event reasonably beyond the control of a Party, including, but not limited to fires, earthquakes, lightning, floods, drought, explosions, storms, adverse weather, landslides and other acts of natural calamity or acts of god; navigational accidents or maritime peril; Vessel damage or loss; strikes, grievances, actions by or among workers or lock-outs (whether or not such labour difficulty could be settled

by acceding to any demands of any such labour group of individuals); accidents at, closing of, or restrictions upon the use of mooring facilities, docks, ports, harbours, railroads or other navigational or transportation mechanisms; acts of war, hostilities (whether declared or undeclared), civil commotion, arrest and/or detention of the Coal and/or Vessel, embargoes, blockades, terrorism, sabotage or acts of the public enemy; any act or omission of any governmental authority; good faith compliance with any order, request or directive of any governmental authority; or any other cause reasonably beyond the control of a Party, whether similar or dissimilar to those above and whether foreseeable or unforeseeable, which, by the exercise of due diligence, such Party could not have been able to avoid or overcome. A Party's inability economically to perform its obligations under the Contract shall not constitute an event of Force Majeure.

9. TERMINATION

- 9.1 This Contract shall be terminated until the end of RKAB (31 December 2023) or and delivery of the contracted quantities of the Coal under this Contract or by mutual agreement of the Parties.
- 9.2 Either Party may terminate this Contract with immediate effect by giving written notice to the other Party in the following circumstances:
- a. If the other Party has an administrator, manager, liquidator, receiver or similar officer appointed over it or all or any of its assets, makes any arrangement with its creditors, is unable to pay its debts as they fall due, ceases to carry on business, is the subject of a winding-up order, or is the subject of any similar or analogous proceedings; or
 - b. If the other Party fails to make any payment when due and payable under this Contract and such failure is not remedied within 30 (thirty) Calendar Days of receipt of notice from the Party not in default requiring payment to be made; or
 - c. If the other Party fails to perform a material obligation contained in this Contract, other than a breach from which a Party is relieved under Clause 8 (Force Majeure), and such failure, if capable of remedy, has not been remedied within 30 (thirty) Calendar Days of receipt of notice from the Party not in default requiring the remedy to be made.
 - d. If the other Party, without previous written approval of the other Party, purports to transfer its rights and obligations under this Contract to third parties.
- 9.3 Upon termination of this Contract, both Parties shall be discharged from further performance of the obligation under this Contract without prejudice to their rights to claim damages or seek remedies available to them under the Contract or at law.
- 9.4 The termination of this Contract by a Party or by the Parties in this Contract under any circumstances shall not eliminate the Buyer's payment obligation which are payable, provided that such payment shall be based on a legitimate claim under the Contract and must be paid by Buyer within 3 (three) Calendar Days after Seller's request.

10. DISPUTES SETTLEMENT

- 10.1 This Clause contains the entire agreement between the Parties on the settlement of any dispute, controversy, claim or difference of any kind that may arise between them ("Dispute"), including, without limitation, any Dispute over the existence, validity, interpretation, meaning, breach or termination of this Contract or any provision hereof or about the rights, remedies or obligations of the Parties hereunder and their exercise or performance. The Parties agree to settle and resolve all Disputes only in the manner provided for settlement of Disputes by this Clause 10.
- 10.2 A Party believing that a Dispute has arisen may notify the other Party of the existence of a Dispute ("Notice of Dispute"). A Notice of Dispute shall be dated as of the date of its delivery or transmission, describe the nature of the Dispute the notifying Party believes exists, indicate the relationship to the Dispute to the Contract and the notifying Party's preferred resolution of the Dispute.
- 10.3 The Parties shall for a period of 30 (thirty) Calendar Days from the date of a Notice of Dispute use reasonable endeavors to attempt to settle such Dispute amicably in the first instance by meeting and mutual discussion. If

the Dispute cannot be settled amicably within such period, either Party may initiate arbitration under Jurisdiction And Arbitration section specified in Part A: Commercial Terms.

11. TAXES AND TARIFFS

Any taxes, tariffs, duties, imposts, fees, charges and dues of every description imposed or levied at the Load Port shall be borne by Seller.

Any taxes, tariffs, duties, imposts, fees, charges and dues of every description imposed or levied by any governmental, local or port authority on the Coal imposed in the country of discharge and/or the importing country shall be borne by Buyer.

12. LICENSES

Seller undertakes that all the necessary export licenses and all other authorisations required for the Coal have been obtained (and/or will be obtained) for the entire quantity covered by this Contract. Seller furthermore guarantees that such licenses will remain in force for the full life of this Contract.

13. ASSIGNMENT

Neither Party shall assign, transfer, novate, encumber, create an interest in or otherwise dispose of any rights or obligations under this Contract in full or in part without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

14. THIRD PARTY RIGHTS

Any person who is not a party to this Contract has no right under the Contracts (Right of Third Parties) Act 1999 to enforce any term herein provided that this shall not affect any right or remedy of a third party which exists or is available apart from that Act.

15. LIMITATION OF LIABILITY

Neither the Seller nor the Buyer shall be liable, whether in Contract or in tort or otherwise, for special, consequential, incidental, punitive, or exemplary damages of any kind, arising out of, or in any way connected with, the performance, the suspension of performance, the failure to perform, or the termination of this Contract. Any losses suffered in connection with any derivative instrument related to the Coal entered into for hedging purposes and arising out of breach of this Contract shall always be deemed to be foreseeable and recoverable notwithstanding any provision of this Contract or rule of law to the contrary.

16. NOTICES

No notice or communication with respect to this Contract shall be effective unless it is given in the English language in writing and delivered to the other Party by (i) personal delivery; (ii) recognized overnight courier service and/or (iii) facsimile, with electronic confirmation of receipt to the address set out below, or to such other address as each Party otherwise notifies the other Party from time to time.

If to Seller: **PT. SUMBER ENERGI ALAM LESTARI**
Ruko Garuda, Jl. Asembaris No. 13D Tebet
Jakarta Selatan - Indonesia

Email: angkoeng@sumberenergi.com

Contact No. +62 813 8219 9111

If to Buyer: **PT. CAHAYA KENCANA LESTARI**
Jl. Riau No. 193 B, Kel. Air Hitam,
Kec. Payung Sekaki, Pekanbaru, Indonesia
Tel: +62761 858403;

Email: arvin_djunaidi@hotmail.com

17. WAIVERS

The failure of either Party at any time to require performance of any provision of this Contract shall not affect its right to require subsequent performance pursuant to that provision, nor shall the waiver by either Party of any breach of any provision of this Contract be deemed to be a waiver of any subsequent breach of such provision or a waiver of any other provision of this Contract.

18. SEVERABILITY

The invalidity, illegality or unenforceability of any one or more of the provisions of this Contract shall in no way affect or impair the validity and enforceability of the other provisions of this Contract.

19. CONFIDENTIALITY

The existence of and terms of this Contract shall be held confidential by the Parties save to the extent that such disclosure is made to a party's banks, accountants, auditors, legal or other professional advisers, or as may be required by law, a competent court or a liquidator or administrator of a Party, or the other party has consented in writing to such disclosure.

20. ENTIRE CONTRACT

This Contract constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any previous agreements between the Parties relating to the subject matter. Each Party acknowledges and represents that it has not relied on or been induced to enter into this Contract by any representation, warranty or undertaking other than those expressly set out in this Contract.

21. FAX/EMAIL COPY

Fax/Email copy of this Contract to serve purpose of original in all respect unless followed by the originals.

22. DEFINITIONS

In this Contract the following terms shall have the following definitions:

| | |
|-------------------------------|---|
| Actual Calorific Value means: | The calorific value of the Coal as stated in the final Certificate of Analysis basis kcal/kg (GAR). |
| ASTM means: | American Society for Testing & Materials. |
| Business Day means: | Any day, except a Saturday or Sunday, on which banks in Indonesia, are generally open for the conduct of business. |
| Calendar Days means: | Every day on the calendar. |
| Calorific Value (CV) means: | The calorific value of the Coal expressed in kcal/kg. |
| Commercial Invoice: | The document that contains the calculation result according to article 2.1 formula. |
| Coal means: | Steam Coal of Indonesian Origin meeting the specifications set forth in this Contract from 1 (one) Seller's single mine located at Central Kalimantan, Indonesia. |
| Load Port means: | Offshore Load port located at Taboneo Anchorage, South Kalimantan, Indonesia. |

| | |
|--------------------------------------|--|
| INCOTERMS 2020 means: | The international rules for the interpretation of trade terms as applicable and amended from time to time published by the International Chamber of Commerce. |
| Kcal means: | Kilocalorie(s) as defined in the "International System of Units". |
| Kg means: | Kilogram(s) as defined in "International System of Units". |
| Free On Board (FOB) means: | Method of selling cargo excluding ocean freight and insurance, but including loading costs in accordance with INCOTERMS 2020. |
| Certificate of Analysis (COA) means: | Certificate of Analysis issued by Independent Inspection Agency at the Load Port. |
| Laytime means: | the time allowed for loading the Vessel. |
| Metric Ton (MT) means: | A metric ton of 1,000 kilograms as defined in the "International System of Units". |
| Provisional Invoice means: | Has the meaning given to it in Clause 2.1. |
| ETA means: | Estimated time of arrival of Mother Vessel at the Load Port. |
| SSHINC means: | Saturday, Sundays and holidays included except Major Indonesian Holidays. |
| Indonesian Major Holidays means: | The nominated days under the Charter Party in which the Vessel is unable to carry the Coal loading at Load Port (2 Calendar Days Idul Fitri, 1 Calendar Day Idul Adha, 1 Calendar Day Independence Day, 1 Calendar Day Christmas, 1 Calendar Day New Year, 1 Calendar Day Legislative Election Day, 1 Calendar Day President Election Day or other major holiday as declared by Indonesian Government)). |
| IDR means: | The lawful currency of Indonesia. |

IN WITNESS WHEREOF, the Parties hereto have executed and delivered this Contract on Effective Date in 2 (two) counterparts or duplicates each of which shall be an original, but such counterparts or duplicates shall together constitute but one and the same Contract and shall come into effect on the Effective Date.

The Seller

Authorized

Person Name : **Ismanto Rialdy**

Designation : President Director

SIGNATURE and Company Seal/Stamp:

SEAL
PT. SUMBER ENERGI LESTARI

The Buyer

Authorized

Person Name : **Mr. Joseph Basri**

Designation : President Director

SIGNATURE and Company Seal/Stamp:

10000
METRIK TON
D13AKX360462900



**BUKTI PENERIMAAN NEGARA
PENERIMAAN NEGARA BUKAN PAJAK (PNBP)
DIREKTORAT JENDERAL MINERAL DAN BATUBARA**

FAKTUR TAGIHAN

Data Pembayaran Tagihan :

| | |
|-----------------------------------|----------------------------------|
| Kode Billing | : 820240506642979 |
| Tanggal Billing | : 06-05-2024 10:45:15 WIB |
| Trx ID | : 2024050610376943092 |
| Tanggal Kedaluwarsa | : 13-05-2024 10:45:10 WIB |
| Perusahaan | : SUMBER ENERGI ALAM LESTARI |
| WIUP | : 3362063032014001 |
| Tanggal Faktur | : 06-05-2024 10:45:13 WIB |
| Nomor Faktur | : 32965/82.05-IPB/DBN-IUP/V/2024 |
| Total Transaksi | : 200.062.400 (IDR) |
| Penggunaan Kompensasi Lebih Bayar | : 0 (IDR) |
| Total Tagihan | : 200.062.400 (IDR) |



Detail Pembayaran Tagihan :

| | |
|-----------------------------------|----------------------------------|
| Kode Transaksi | : IPPB/16897/2024 |
| Keterangan | : ROYALTI PROVISIONAL BATUBARA |
| Produk Komoditas | : Batubara Open Pit |
| Lokasi Izin | : Katingan - Kalimantan Tengah |
| Tanggal Rencana Pengapalan | : 06-05-2024 |
| Volume | : 5.000,00 Ton |
| Kode Akun | : 421331 |
| Keterangan | : Pembayaran Royalti Provisional |
| Tarif Royalti | : 8 % |
| Hasil Royalti | : 200.062.400 |
| Penggunaan Kompensasi Lebih Bayar | : 0 |
| Setor Royalti | : 200.062.400 |

Ketentuan pembayaran tagihan :

1. Pembayaran hanya dapat dilakukan sebelum tanggal kedaluwarsa. Jika tanggal kedaluwarsa telah tercapai, billing receipt ini tidak berlaku lagi, dan Anda diminta mengakses EPNBP MINERBA untuk membuat billing lagi.
2. Cara pembayaran dapat melalui berbagai macam payment channel seperti Teller Bank/melalui transfer/Kantor Pos (sesuai dengan fasilitas yang dimiliki oleh bank/pos persepsi).
3. Bawalah Bukti Pembuatan Tagihan (Billing Receipt) ini ke tempat-tempat yang telah disebutkan di atas. Kode referensi untuk pembayaran adalah kode billing sesuai yang tertera di dokumen ini.
4. Pastikan dokumen ini atau hasil cetakkannya dibawa apabila Anda akan melakukan pembayaran.
5. Pastikan bahwa data detail pembayaran dalam dokumen ini sama dengan data yang tertera/tercantum ketika Anda akan melakukan pembayaran. Apabila terjadi ketidakcocokan data, teliti apakah kode billing yang Anda masukkan sudah sesuai.
6. Apabila pembayaran berhasil, Anda akan menerima Tanda Bukti Setor atau struk dari Bank atau payment channel. Anda juga akan menerima Bukti Penerimaan Negara (BPN) yang akan dikirim ke akun EPNBP MINERBA dan email anda.
7. Simpanlah Tanda Bukti Setor/struk/BPN untuk dipergunakan sebagaimana mestinya.
8. Untuk pertanyaan yang berkaitan dengan pembayaran dan status billing dapat menghubungi HAI DJPB di 14090 atau KPPN Khusus Penerimaan di (021) 3840516.
9. Apabila mengalami gangguan pada aplikasi ePNBP atau membutuhkan bantuan, hubungi call center Ditjen Minerba atau melalui email ke supportepnbpminerba@esdm.go.id

Transaction Status

Keep track of your transaction

Transaction Status

| | |
|--------------------|--|
| Transaction ID | 202405070945537983 |
| Document Number | 202405070945537983 |
| Creation Date | May 07, 2024 09:45:54 (GMT +7) |
| Total Debit Amount | IDR 200,062,400.00 |
| Instruction Mode | Immediate |
| Transaction Status | ● Success |

Transaction Summary

| | |
|----------------|--|
| Service Type | Bill Payment |
| Source of Fund | 1730005332540 IDR SUMBER ENERGI ALAM L |
| | 50012 Pajak/PNBP/Cukai |
| Kode Billing | 820240506642979 |

Billing Information

| | |
|-------------------------|--|
| BUKTI PENERIMAAN NEGARA | Penerimaan Negara Bukan Pajak |
| Tanggal dan Jam Bayar | 07/05/2024 10:17:01 |
| Tanggal Buku | 07/05/2024 |
| Kode Cabang Bank | 008 |
| NTB | 176831509768 |
| NTPN | 256FA0NA04G0EOH3 |
| STAN | 509768 |
| Kode Billing | 820240506642979 |
| Nama Wajib Bayar | SUMBER ENERGI ALAM LESTARI |
| Kementerian / Lembaga | 020 |
| Unit Eselon 1 | 06 |
| Satuan Kerja | 412580 |
| Salah Setoran | Rp. 200,062,400.00 |
| Salah Uang | IDR |
| Terbilang | dua ratus juta enam puluh dua ribu empat ratus rupiah |
| Information | Informasi ini hasil cetak computer dan tidak memerlukan tanda tangan |

| | | | |
|------------|-------|-----|----------------|
| Components | TOTAL | IDR | 200,062,400.00 |
|------------|-------|-----|----------------|

| | | |
|--------------------|-----|----------------|
| Total Debit Amount | IDR | 200,062,400.00 |
|--------------------|-----|----------------|

| | |
|------------------|---|
| Reference Number | - |
|------------------|---|

| | |
|------------------|---|
| Extended Details | - |
|------------------|---|

| | |
|-------------------------|--------------|
| Instruction Mode | Immediate |
| Instruction Date | May 07, 2024 |
| Additional Notification | Email - |

CODE NAME "CONGEN BILL" EDITION 1994

BILL OF LADING

B/L NO.

Shipper

TO BE USED WITH CHARTER-PARTIES

01/BAG-PULPIS/II/2023

PT. SINAR BUMITAMA ENERGI
AKR TOWER LT. 16 UNIT A
JL. PANJANG No. 5. KEL. KEBON JERUK. KEC. KEBON JERUK
KOTA ADM. JAKARTA BARAT. DKI JAKARTA. INDONESIA

Consignee

2ND ORIGINAL

NPWP : 76.386.869.2-411.000

PT. OBSIDIAN STAINLESS STEEL
INDONESIA STOCK EXCHANGE BUILDING, TOWER 1, LT. 27
UNIT 2701, JL. JEND. SUDIRMAN KAV. 52-53,
SENAYAN, KEBAYORAN BARU, JAKARTA SELATAN

Notify Party

NPWP : 76.386.869.2-411.000

PT. OBSIDIAN STAINLESS STEEL
JL. POROS MOROSI, MOROSI, MOROSI,
KAB. KONAWE, SULAWESI TENGGARA,
'56

Name of Vessel

MV. HABCO POLARIS

Port Of Loading

MUARA KAHAYAN BAHARU ANCHORAGE
CENTRAL KALIMANTAN, INDONESIA

Port of Discharge

PT. PELABUHAN MUARA SAMPARA JETTY, MOROSI, MOLAWA
SOUTHEAST SULAWESI, INDONESIA

Shipper's description of goods

Shipper's Weight

INDONESIAN STEAM COAL IN BULK

30,250 MT

FREIGHT PAYABLE AS PER CHARTER PARTY

CLEAN ON BOARD

(of which on deck at Shipper's risk, the carrier not
being responsible for loss or damage howsoever arising)

Freight payable as per

CHARTER PARTY dated

FREIGHT ADVANCE

received account of freight :

Time used for loading Days Hours

SHIPPED at the Port Loading in apparent good order and condition
on board the Vessel for carriage to the Port of Discharge
or so near there to as she may safely get the goods specified above
Weight, measure, quality, quantity, condition, contents and value unknown
IN WITNESS where of the master or Agent of the said vessel has signed
the number of Bills of Lading indicated below all of his tenor and date,
any one of which being accomplished the others shall be void.
FOR CONDITIONS OF CARRIAGE SEE OVERLEAF

Freight payable at

Place and date of issue :

PULANG PISAU, JULY 11, 2023

Number of original B/L

Signature

FOR AND ON BEHALF OF THE MASTER

MV. HABCO POLARIS

CAPT. IVAN MARIVANO.

3 (THREE)



PT. PELAYARAN BAHTERA ADHIGUNA
AS AGENTS FOR THE MASTER

Printed and sold

By Wyts Zonen B.V., Rotterdam (phone: 31-20-4252627)

by the authority of The Baltic and International Maritime
Council (BIMCO), Copenhagen

CODE NAME "CONGEN BILL" EDITION 1994

BILL OF LADING

Shipper

TO BE USED WITH CHARTER-PARTIES

BL. NO.

01/BAG-PULPIS/VII/2023

PT. SINAR BUMITAMA ENERGI
AKR TOWER LT. 16 UNIT A
JL. PANJANG No. 5. KEL. KEBON JERUK. KEC. KEBON JERUK
KOTA ADM. JAKARTA BARAT. DKI JAKARTA. INDONESIA

Consignee

NPWP : 76.386.869.2-411.000

PT. OBSIDIAN STAINLESS STEEL
INDONESIA STOCK EXCHANGE BUILDING, TOWER 1, LT. 27
UNIT 2701, JL. JEND. SUDIRMAN KAV. 52-53,
SENAYAN, KEBAYORAN BARU, JAKARTA SELATAN

3RD ORIGINAL

Notify Party

NPWP : 76.386.869.2-411.000

PT. OBSIDIAN STAINLESS STEEL
JL. POROS MOROSI, MOROSI, MOROSI.
KAB. KONAWE, SULAWESI TENGGARA,

'56

Name of Vessel

MV. HABCO POLARIS

Port Of Loading

MUARA KAHAYAN BAHARU ANCHORAGE
CENTRAL KALIMANTAN, INDONESIA

Port of Discharge

PT. PELABUHAN MUARA SAMPARA JETTY, MOROSI, MOLAWA
SOUTHEAST SULAWESI, INDONESIA

Shipper's description of goods

Shipper's Weight

INDONESIAN STEAM COAL IN BULK

30,250 MT

FREIGHT PAYABLE AS PER CHARTER PARTY

CLEAN ON BOARD

(of which on deck at Shipper's risk, the carrier not
being responsible for loss or damage howsoever arising)

Freight payable as per

CHARTER PARTY dated

FREIGHT ADVANCE

received account of freight .

Time used for loading Days Hours

SHIPPED at the Port Loading in apparent good order and condition
on board the Vessel for carriage to the Port of Discharge
or so near there to as she may safely get the goods specified above
Weight, measure, quality, quantity, condition, contents and value unknown
IN WITNESS where of the master or Agent of the said vessel has signed
the number of Bills of Lading indicated below all of his tenor and date,
any one of which being accomplished the others shall be void.
FOR CONDITIONS OF CARRIAGE SEE OVERLEAF

Freight payable at

Place and date of issue :

PULANG PISAU, JULY 11, 2023

Number of original B/L

Signature

FOR AND ON BEHALF OF THE MASTER

MV. HABCO POLARIS

CAPT. IVAN MARIVANO.

3 (THREE)



PT. PELAYARAN BAHTERA ADHIGUNA

AGENTS FOR THE MASTER

Printed and sold

By Wyll Zonen B.V., Rotterdam (phone: 31-010-4252627)

by the authority of The Baltic and International Maritime
Council (BIMCO), Copenhagen

CODE NAME "CONGEN BILL" EDITION 1994

BILL OF LADING

TO BE USED WITH CHARTER-PARTIES

B/L NO.
01/BAG-PULPIS/II/2023

Shipper

PT. SINAR BUMITAMA ENERGI
AKR TOWER LT. 16 UNIT A
JL. PANJANG No. 5, KEL. KEBON JERUK, KEC. KEBON JERUK
KOTA ADM. JAKARTA BARAT, DKI JAKARTA, INDONESIA

Consignee

NPWP : 76.386.869.2-411.000
PT. OBSIDIAN STAINLESS STEEL
INDONESIA STOCK EXCHANGE BUILDING, TOWER 1, LT. 27
UNIT 2701, JL. JEND. SUDIRMAN KAV. 52-53,
SENAYAN, KEBAYORAN BARU, JAKARTA SELATAN

COPY NON-NEGOTIABLE

Notify Party

NPWP : 76.386.869.2-411.000
PT. OBSIDIAN STAINLESS STEEL
JL. POROS MOROSI, MOROSI, MOROSI,
KAB. KONAWE, SULAWESI TENGGARA,
156

Name of Vessel

MV. HABCO POLARIS

Port Of Loading

MUARA KAHAYAN BAHUR ANCHORAGE
CENTRAL KALIMANTAN, INDONESIA

Port of Discharge

PT. PELABUHAN MUARA SAMPARA JETTY, MOROSI, MOLAWA
SOUTHEAST SULAWESI, INDONESIA

Shipper's description of goods

Shipper's Weight

INDONESIAN STEAM COAL IN BULK

30,250 MT

FREIGHT PAYABLE AS PER CHARTER PARTY

CLEAN ON BOARD

(of which on deck at Shipper's risk, the carrier not
being responsible for loss or damage howsoever arising)

Freight payable as per

CHARTER PARTY dated

FREIGHT ADVANCE

received account of freight

Time used for loading Days Hours

SHIPPED at the Port Loading in apparent good order and condition
on board the Vessel for carriage to the Port of Discharge
or so near there to as she may safely get the goods specified above
Weight, measure, quality, quantity, condition, contents and value unknown
IN WITNESS where of the master or Agent of the said vessel has signed
the number of Bills of Lading indicated below all of his tenor and date,
any one of which being accomplished the others shall be void.
FOR CONDITIONS OF CARRIAGE SEE OVERLEAF

Freight payable at

Place and date of issue :

PULANG PISAU, JULY 11, 2023

Number of original B/L

Signature

FOR AND ON BEHALF OF THE MASTER

MV. HABCO POLARIS

CAPT. IVAN MARTIANO

3 (THREE)



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by the authority of The Baltic and International Maritime
Council (BIMCO), Copenhagen

CODE NAME "CONGEN BILL" EDITION 1994

BILL OF LADING

Shipper

TO BE USED WITH CHARTER-PARTIES

B/L NO.

01/BAG-PULPIS/II/2023

PT. SINAR BUMITAMA ENERGI
AKR TOWER LT. 16 UNIT A
JL. PANJANG No. 5. KEL. KEBON JERUK. KEC. KEBON JERUK
KOTA ADM. JAKARTA BARAT. DKI JAKARTA. INDONESIA

Consignee

COPY NON-NEGOTIABLE

NPWP : 76.386.869.2-411.000

PT. OBSIDIAN STAINLESS STEEL
INDONESIA STOCK EXCHANGE BUILDING, TOWER 1, LT. 27
UNIT 2701, JL. JEND. SUDIRMAN KAV. 52-53,
SENAYAN, KEBAYORAN BARU, JAKARTA SELATAN

Notify Party

NPWP : 76.386.869.2-411.000

PT. OBSIDIAN STAINLESS STEEL
JL. POROS MOROSI, MOROSI, MOROSI,
KAB. KONAWE, SULAWESI TENGGARA,
93456

Name of Vessel

MV. HABCO POLARIS

Port Of Loading

MUARA KAHAYAN BAHARU ANCHORAGE
CENTRAL KALIMANTAN, INDONESIA

Port of Discharge

PT. PELABUHAN MUARA SAMPARA JETTY, MOROSI, MOLAWA
SOUTHEAST SULAWESI, INDONESIA

Shipper's description of goods

Shipper's Weight

INDONESIAN STEAM COAL IN BULK

30,250 MT

FREIGHT PAYABLE AS PER CHARTER PARTY

CLEAN ON BOARD

(of which on deck at Shipper's risk, the carrier not
being responsible for loss or damage howsoever arising)

Freight payable as per
CHARTER PARTY dated

FREIGHT ADVANCE
received account of freight

Time used for loading Days Hours

SHIPPED at the Port Loading in apparent good order and condition
on board the Vessel for carriage to the Port of Discharge
or so near there to as she may safely get the goods specified above
Weight, measure, quality, quantity, condition, contents and value unknown
IN WITNESS where of the master or Agent of the said vessel has signed
the number of Bills of Lading indicated below all of his tenor and date,
any one of which being accomplished the others shall be void.
FOR CONDITIONS OF CARRIAGE SEE OVERLEAF

Freight payable at

Place and date of issue :

PULANG PISAU, JULY 11, 2023

Number of original B/L

Signature

FOR AND ON BEHALF OF THE MASTER
MV. HABCO POLARIS
CAPT. IVAN MARIVANO.

3 (THREE)



PT. PELAYARAN BAHTERA ADHIGUNA
AS AGENTS FOR THE MASTER

Printed and sold

By Wyt& Zonen B.V., Rotterdam (phone: 31-010-4252627)

by the authority of The Baltic and International Maritime

Council (BIMCO), Copenhagen

CODE NAME "CONGEN BILL" EDITION 1994

BILL OF LADING

B/L. NO.

Shipper

TO BE USED WITH CHARTER-PARTIES

01/BAG-PULPIS/II/2023

PT. SINAR BUMITAMA ENERGI
AKR TOWER LT. 16 UNIT A.
JL. PANJANG No. 5, KEL. KEBON JERUK, KEC. KEBON JERUK
KOTA ADM. JAKARTA BARAT, DKI JAKARTA, INDONESIA

COPY NON-NEGOTIABLE

Consignee

NPWP : 76.386.869.2-411.000
PT. OBSIDIAN STAINLESS STEEL
INDONESIA STOCK EXCHANGE BUILDING, TOWER 1, LT. 27
UNIT 2701, JL. JEND. SUDIRMAN KAV. 52-53,
SENAYAN, KEBAYORAN BARU, JAKARTA SELATAN

Notify Party

NPWP : 76.386.869.2-411.000
PT. OBSIDIAN STAINLESS STEEL
JL. POROS MOROSI, MOROSI, MOROSI,
KAB. KONAWE, SULAWESI TENGGARA,
156

Name of Vessel

MV. HABCO POLARIS

Port Of Loading

MUARA KAHAYAN BAHAYUR ANCHORAGE
CENTRAL KALIMANTAN, INDONESIA

Port of Discharge

PT. PELABUHAN MUARA SAMPARA JETTY, MOROSI, MOLAWA
SOUTHEAST SULAWESI, INDONESIA

Shipper's description of goods

Shipper's Weight

INDONESIAN STEAM COAL IN BULK

30,250 MT

FREIGHT PAYABLE AS PER CHARTER PARTY

CLEAN ON BOARD

(of which on deck at Shipper's risk, the carrier not
being responsible for loss or damage howsoever arising)

Freight payable as per
CHARTER PARTY dated

FREIGHT ADVANCE
received account of freight

Time used for loading Days Hours

SHIPPED at the Port Loading in apparent good order and condition
on board the Vessel for carriage to the Port of Discharge
or so near there to as she may safely get the goods specified above
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the number of Bills of Lading indicated below all of his tenor and date,
any one of which being accomplished the others shall be void.
FOR CONDITIONS OF CARRIAGE SEE OVERLEAF

Freight payable at

Place and date of issue

PULANG PISAU, JULY 11, 2023

Number of original B/L

Signature

FOR AND ON BEHALF OF THE MASTER

MV. HABCO POLARIS

CAPT. IVAN MARIYANO

3 (THREE)



PT. PELAYARAN BAHTERA ADHIGUNA
AS AGENTS FOR THE MASTER

Printed and sold

By Wyt& Zonen B.V., Rotterdam (phone: 31-010-4252627)

by the authority of The Baltic and International Maritime
Council (BIMCO), Copenhagen



PT. PELAYARAN BAHTERA ADHIGUNA
CARGO MANIFEST

VESSEL : MV HABCO POLARIS
FLAG : INDONESIA
GRT : 19 984 GT
MASTER : IVAN MARIVANO

SAILING : JULY 11, 2023
FROM : MUARA KAHAYAN BAHALUR
ANCHORAGE KALIMANTAN,
INDONESIA
TO : PT. PELABUHAN MUARA SAMPARA JETTY, MOROSI, MOLAWA
SOUTHEAST SULAWESI, INDONESIA

| BL NO. | SHIPPER | CONSIGNEE/ NOTIFY ADDRESS | DESCRIPTION | WEIGHT | MEASUREMENT | FREIGHT |
|-------------------------------|---|---|---|-----------|-------------|--|
| 01/BAG- PULPISVII /2023 | PT. SINAR BUMITAMA ENERGI AKR TOWER LT 19 UNIT A JL. PANJANG NO. 5, KEL. KEBON JERUK, KEC. KEBON JERUK, KOTA ADM. JAKARTA BARAT, DKI JAKARTA, INDONESIA | <u>Consignee</u> PT. OBSIDIAN STAINLESS STEEL INDONESIA STOCK EXCHANGE BUILDING, TOWER 1, LT. 27 UNIT 2701, JL. JEND. SUDIRMAN KAV. 52-53, SENAYAN, KEBAYORAN BARU, JAKARTA SELATAN <u>Notify address</u> PT. OBSIDIAN STAINLESS STEEL JL. POROS MOROSI, MOROSI, MOROSI, KAB. KONAWE, SULAWESI TENGGARA, 93456 | INDONESIAN STEAM COAL IN BULK FREIGHT PAYABLE AS PER CHARTER PARTY CLEAN ON BOARD | 30,250 MT | METRIC TONS | FREIGHT PAYABLE AS PER CHARTER PARTY |

PULANG PISAU, JULY 11, 2023
PT. PELAYARAN BAHTERA ADHIGUNA

