



Number : SE.01.00/A.CORSEC.00226/2025  
Attachment(s) : 2 (two) files

1 September 2025

To:

**Chief Executive of Capital Market Supervision (*Kepala Eksekutif Pengawas Pasar Modal*)  
Financial Services Authority (*Otoritas Jasa Keuangan*, "OJK")**

Gedung Sumitro Djojohadikusumo  
Jl. Lapangan Banteng Timur No. 2 – 4 Jakarta

Subject : **Results of the General Meeting of Sukukholders of the Wijaya Karya Shelf  
Registration Sukuk Mudharabah II Phase I Year 2021**

Dear Sir/Madam,

PT Wijaya Karya (Persero) Tbk. ("**Company**") hereby wishes to inform you the results of the General Meeting of Sukukholders of the Wijaya Karya Shelf Registration Sukuk Mudharabah II Phase I Year 2021 which was held on Thursday, 28 August 2025. Please find the attached cover note prepared by the notary Humbert Lie, S.H., S.E., M.Kn Number 006/KET-N/VIII/2025 dated 28 August 2025.

We thank you for your kind attention.

**Corporate Secretariat**

**Ngatemin**  
Corporate Secretary

Copies made to:

1. Director of Company Listings, Indonesia Stock Exchange;
  - Direktur Penilaian Perusahaan PT Bursa Efek Indonesia

**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.

## **RESULTS OF THE GENERAL MEETING OF SUKUKHOLDERS OF THE WIJAYA KARYA SHELF REGISTRATION SUKUK MUDHARABAH II PHASE I YEAR 2021**

Notice is hereby given to sukukholders that PT Bank Mega Tbk in its capacity as Trustee, together with PT Wijaya Karya (Persero) Tbk in its capacity as Issuer, pursuant to the Trustee Agreement of the Wijaya Karya Shelf Registration Sukuk Mudharabah II Phase I Year 2021, Deed No. 7 dated 2 July 2021, made before Ir. Nanette Cahyanie Handari Adi Warsito, S.H., Notary in Jakarta, and its amendments ("**Trustee Agreement**"), have convened a General Meeting of Sukukholders ("**RUPSU**"). The RUPSU was called to deliberate on the breach of covenants, namely stipulations of financial ratios under the Trustee Agreement, as follows:

### **I. Day, Date, Venue, Time, and RUPSU Agenda**

- |              |   |
|--------------|---|
| Day, Date    | : Thursday, 28 August 2025  |
| Time         | : 13.42 to 14.23 WIB (Western Indonesia Time)   |
| Venue        | : WIKA Tower 2, Jl. D.I Panjaitan Kavling 9-10<br>Jakarta Timur   |
| RUPSU Agenda | : <ol style="list-style-type: none"><li>1. Clarification from PT Wijaya Karya (Persero) Tbk as the Issuer for breaching the financial covenants as stipulated in Article 6 section 6.3 subsection m of the Trustee Agreement for the audited annual consolidated financial statements for the period ended on 31 December 2023 and 2024, and proposal of remedy in connection with the breaching of financial covenants for the audited annual consolidated financial statements for the period ended on 31 December 2023 and 2024 to waive the financial covenants of PT Wijaya Karya (Persero) Tbk as stipulated in Article 6 section 6.3 subsection m of the Trustee Agreement for the audited annual consolidated financial statement for the period ended on 31 December 2023 and 2024.</li><li>2. Determining the stance/decisions of the Sukukholders based on the clarification from and remedy proposed by PT Wijaya Karya (Persero) Tbk in connection with the breaching of financial covenants for the audited annual consolidated financial statements for the period ended on 31 December 2023 and 2024, and/or proposal of remedy of the Sukukholders in connection with the breaching of financial covenants for the audited annual consolidated financial statements for the period ended on 31 December 2023 and 2024.</li></ol> |

### **II. Parties Present at the RUPSU**

1. **PT Bank Mega Tbk as the Trustee**
2. **PT Wijaya Karya (Persero) Tbk as the Issuer**, represented by Mr. Sumadi as the Director of Finance
3. Notary Humbert Lie, S.H., S.E., M.Kn., meeting reporter of the RUPO
4. Sukukholders of the Wijaya Karya Shelf Registration Sukuk Mudharabah II Phase I Year 2021

### **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.

### III. Attendance of Sukukholders

The RUPSU was attended by holders and/or their valid proxies of the Wijaya Karya Shelf Registration Sukuk Mudharabah II Phase I Year 2021 (“**Sukukholders**”) of the Wijaya Karya Shelf Registration Sukuk Mudharabah II Phase I Year 2021 (“**Sukuk**”), holding in aggregate of **Rp418,500,000,000** (four hundred eighteen billion five hundred million Rupiah), or **418,500,000,000** (four hundred eighteen billion five hundred million) votes, or **98.59%** (ninety-eight point five nine percent) of the outstanding Sukuk (including Sukuk held by Affiliated Companies arising due to capital ownership or investment by the Government, but excluding Sukuk held by the Company and/or its Affiliates) with an aggregate sum of **Rp424,500,000,000** (four hundred twenty-four billion five hundred million Rupiah). Therefore, the RUPSU has met the attendance quorum as specified in Article 10 section 10.5 number 2 of subsection a of the Trustee Agreement. Accordingly, the RUPSU is valid and is entitled to adopt legal and binding resolutions for Sukukholders.

### IV. Proceedings of the RUPSU

#### A. Clarification from the Company in relation to the RUPSU Agenda

1. PT Wijaya Karya (Persero) Tbk as the Issuer provided an explanation for the breaching of financial covenants, i.e. maintaining the Financial Ratio as stipulated in Article 6 section 6.3 subsection m of the Trustee Agreement for the audited annual consolidated financial statements for the period ended on 31 December 2023 and 2024. The Financial Ratio is as follows:
  - a. maintain a Current Ratio of not less than 100% (one hundred percent);
  - b. maintain an Interest-Bearing Debt to Equity Ratio of not more than 3x (three times);
  - c. maintain a ratio between EBITDA and Loan Interest Expense of not less than 1x (one time).

The above ratios hereinafter referred to as “**Breach of Financial Covenants (Financial Ratio)**”.

2. PT Wijaya Karya (Persero) Tbk as the Issuer proposed a remedy in connection with the breaching of financial covenants to waive the financial covenants (Financial Ratio) of PT Wijaya Karya (Persero) Tbk as stipulated in the Trustee Agreement for the audited annual consolidated financial statement for the period ended on 31 December 2023 and 2024.

#### B. Opportunity for Sukukholders to raise questions and/or express opinions in relation to the RUPSU Agenda

1. Sukukholders and/or proxies attending the RUPSU were given an opportunity to raise questions and/or express opinions in relation to the RUPSU Agenda.
2. In the RUPSU, there were no Sukukholders who raised questions and/or expressed opinions in relation to the RUPSU Agenda.

#### C. Mechanism to Adopt Resolutions

#### 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.

1. Resolutions in the RUPSU were passed by written vote, as stipulated in Article 10 section 10.4 subsection h of the Trustee Agreement.
2. As stipulated in Article 10 section 10.5 number 2 of subsection a of the Trustee Agreement, legal and binding resolution can only be adopted if approved by at least  $\frac{3}{4}$  (three quarters) votes of the outstanding Sukuk attending the RUPSU.

#### **D. Resolutions of the RUPSU**

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

1. The total valid votes presented at the RUPSU were **418,500,000,000** (four hundred eighteen billion five hundred million) votes, or representing Sukukholders holding an aggregate sum of **Rp418,500,000,000** (four hundred eighteen billion five hundred million Rupiah).
2. There were no **abstention** votes.
3. The total **affirmative** votes approving the clarification and proposal presented by PT Wijaya Karya (Persero) Tbk. as the Issuer, delivered and presented on 28 August 2025, in the RUPSU were **129,500,000,000** (one hundred twenty-nine billion five hundred million) votes, or representing Sukukholders holding an aggregate sum of **Rp129,500,000,000** (one hundred twenty-nine billion five hundred million Rupiah) or **30.94%** (thirty point nine four percent).
4. The total **negative** votes rejecting the clarification and proposal presented by PT Wijaya Karya (Persero) Tbk. as the Issuer, delivered and presented on 28 August 2025, in the RUPSU were **289,000,000,000** (two hundred eighty-nine billion) votes, or representing Sukukholders holding an aggregate sum of **Rp289,000,000,000** (two hundred eighty-nine billion Rupiah) or **69.06%** (sixty-nine point zero six percent).

The voting results in the RUPSU did not reach the threshold as stated in Article 10 section 10.5 number 2 of subsection a of the Trustee Agreement and its amendments, which states that a resolution can only be adopted if approved by at least  $\frac{3}{4}$  (three quarters) votes or 75% (seventy-five percent) of the outstanding Sukuk attending a general meeting. The RUPSU was therefore unable to adopt any valid resolutions.

Jakarta, 1 September 2025

**PT WIJAYA KARYA (PERSERO) TBK**

#### **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.

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

Raya Pluit Selatan 103, Jakarta 14450

Telp. (021) – 66697171, 66697272, 66697315-6

Fax. (021) – 6678527

Email : humberg@humberglie.com

---

Number : 006/KET-N/VIII/2025  
Subject : Notary Cover Note  
Date : 28 August 2025

I, the undersigned:

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

hereby declare that on:

Day/Date : Thursday, 28 August 2025  
Venue : WIKA Tower 2  
Jalan D.I Panjaitan Kavling 9-10, Jakarta Timur

the General Meeting Sukukholders of the Wijaya Karya Shelf Registration Sukuk Mudharabah II Phase I Year 2021 ("**RUPSU**") was convened.

The RUPSU convened at 13.42 WIB (Western Indonesia Time).

1. Pursuant to Article 10 section 10.4 subsection e of the Trustee Agreement for the Wijaya Karya Shelf Registration Sukuk Mudharabah II Phase I Year 2021, Deed No. 7 dated 2 July 2021, made before Ir. Nanette Cahyanie Handari Adi Warsito, S.H., a Notary in Jakarta, and its amendments ("**Trustee Agreement**"), the RUPSU is chaired by the Trustee. Consequently, **PT Bank Mega Tbk** as the **Trustee** became the Chairman of the RUPSU.
2. The RUPSU was attended by:
  - a. **PT Bank Mega Tbk as the Trustee**
  - b. **PT Wijaya Karya (Persero) Tbk as the Issuer**, represented by Mr. Sumadi as the Director of Finance
  - c. Sukukholders of the Wijaya Karya Shelf Registration Sukuk Mudharabah II Phase I Year 2021 ("**Sukukholders**") mentioned below.
3. RUPSU Agenda is as follows:
  - 1) Clarification from PT Wijaya Karya (Persero) Tbk as the Issuer for breaching the financial covenants as stipulated in Article 6 section 6.3 subsection m of the Trustee Agreement for the audited annual consolidated financial statements for the period ended on 31 December 2023 and 2024, and proposal of remedy in connection with the breaching of financial covenants for the audited annual consolidated financial statements for the period ended on 31 December 2023 and 2024 to waive the financial covenants of PT Wijaya Karya (Persero) Tbk as stipulated in Article 6 section 6.3

**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.

subsection m of the Trustee Agreement for the audited annual consolidated financial statement for the period ended on 31 December 2023 and 2024.

- 2) Determining the stance/decisions of the Sukukholders based on the clarification from and remedy proposed by PT Wijaya Karya (Persero) Tbk in connection with the breaching of financial covenants for the audited annual consolidated financial statements for the period ended on 31 December 2023 and 2024, and/or proposal of remedy of the Sukukholders in connection with the breaching of financial covenants for the audited annual consolidated financial statements for the period ended on 31 December 2023 and 2024.
4. In connection with the planning dan implementation of the RUPSU, the Trustee has published the following on the Daily Circulating Newspaper:
  - a. 1 (one) Announcement of the RUPSU on 31 July 2025; and
  - b. 1 (one) Invitation to the RUPSU on 14 August 2025.
5. Pursuant to the Trustee Agreement regarding the decision-making quorum of the RUPO, the following shall apply:
  - RUPSU is valid if attended by Sukukholders and/or their valid proxies representing at least  $\frac{3}{4}$  (three quarters) of the outstanding Sukuk, and is entitled to adopt legal and binding resolution if approved by at least  $\frac{3}{4}$  (three quarters) votes of the outstanding Sukuk attending the RUPSU.
  - Sukuk held by Issuer and/or its affiliates do not have the right to vote and are not taken into account in the attendance quorum, unless the affiliation arises due to capital ownership or investment by the Government.
6. The RUPSU was attended by Sukukholders and/or their valid proxies, with details as follows:
  - The RUPSU was attended by Sukukholders of the Wijaya Karya Shelf Registration Sukuk Mudharabah II Phase I Year 2021 (“**Sukuk**”) and/or their valid proxies, holding in aggregate of **Rp418,500,000,000** (four hundred eighteen billion five hundred million Rupiah), or **418,500,000,000** (four hundred eighteen billion five hundred million) votes, or **98.59%** (ninety-eight point five nine percent) of the outstanding Sukuk (including Sukuk held by Affiliated Companies arising due to capital ownership or investment by the Government, but excluding Sukuk held by the Company and/or its Affiliates) with an aggregate sum of **Rp424,500,000,000** (four hundred twenty-four billion five hundred million Rupiah).
  - Therefore, the RUPSU has met the attendance quorum as specified in Article 10 section 10.5 number 2 of subsection a of the Trustee Agreement. Accordingly, the RUPSU is valid and is entitled to adopt legal and binding resolutions for Sukukholders
7. Question and answer session:
  - Prior to passing resolutions for the RUPSU Agenda, the Chair of the RUPSU granted Sukukholders and/or their proxies with the opportunity to raise questions or express opinions.
  - There were no questions raised by Sukukholders and/or their proxies in relation to the RUPSU Agenda.

**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.

8. Mechanism to adopt resolution:

Resolutions in the RUPSU were passed by written vote. Sukukholders and/or their proxies were given ballots to be checked or crossed, then signed on the ballot afterwards.

9. In the RUPSU, the resolution is adopted by means of voting, as follows:

- a) The total valid votes presented at the RUPSU were **418,500,000,000** (four hundred eighteen billion five hundred million) votes, or representing Sukukholders holding an aggregate sum of **Rp418,500,000,000** (four hundred eighteen billion five hundred million Rupiah).
- b) There were no **abstention** votes.
- c) The total **affirmative** votes approving the clarification and proposal presented by PT Wijaya Karya (Persero) Tbk. as the Issuer, delivered and presented on 28 August 2025, in the RUPSU were **129,500,000,000** (one hundred twenty-nine billion five hundred million) votes, or representing Sukukholders holding an aggregate sum of **Rp129,500,000,000** (one hundred twenty-nine billion five hundred million Rupiah) or **30.94%** (thirty point nine four percent).
- d) The total **negative** votes rejecting the clarification and proposal presented by PT Wijaya Karya (Persero) Tbk. as the Issuer, delivered and presented on 28 August 2025, in the RUPSU were **289,000,000,000** (two hundred eighty-nine billion) votes, or representing Sukukholders holding an aggregate sum of **Rp289,000,000,000** (two hundred eighty-nine billion Rupiah) or **69.06%** (sixty-nine point zero six percent).

The voting results in the RUPSU **did not reach the threshold** as stated in Article 10 section 10.5 number 2 of subsection a of the Trustee Agreement and its amendments, which states that a resolution can only be adopted if approved by at least  $\frac{3}{4}$  (three quarters) votes or 75% (seventy-five percent) of the outstanding Sukuk attending a general meeting. **The RUPSU was therefore unable to adopt any valid resolutions.**

The RUPSU was adjourned at 14.23 WIB.

The Resolutions of this RUPSU is stated in the Deed of the Meeting Number 74 dated on this day, Thursday, 28 August 2025 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.