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To:

# Board of Commissioners

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

Attn. Chief Executive of Capital Markets, Financial Derivatives, and Carbon Exchange Supervision Gedung Sumitro Djojohadikusumo JI. Lapangan Banteng Timur No. 2 – 4 Jakarta

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

Dear Sir/Madam,

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

We thank you for your kind attention.

Corporate Secretary

ersero) Tbk.

Mahendra Vijaya Corporate Secretary

# 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:005/KET-N/II/2024Subject:Notary Cover NoteDate:16 February 2024

I, the undersigned:

# HUMBERG LIE, SH, SE, MKn

Notary in Jakarta Utara

hereby declare that on:

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

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

The RUPSU Agenda was as follows:

Approval to amend and/or supplement Article 5 and other related articles of the Trustee Agreement for the Wijaya Karya Shelf Registration Sukuk Mudharabah I Phase II Year 2021, Deed No. 14 dated 8 February 2021, made before Ir. Nanette Cahyanie Handari Adi Warsito, S.H., a Notary in Jakarta, and other agreements related to the Trustee Agreement (if any) on the Principal Payment Date for Wijaya Karya Shelf Registration Sukuk Mudharabah I Phase II Year 2021 Series A.

The RUPSU was attended by holders and/or their valid proxies of the Wijaya Karya Shelf Registration Sukuk Mudharabah I Phase II Year 2021 ("**Sukukholders**") of the Wijaya Karya Shelf Registration Sukuk Mudharabah I Phase II Year 2021 ("**Sukuk**"), holding in aggregate **Rp488,500,000,000** (four hundred eighty-eight billion five hundred million Rupiah), or **488,500,000,000** (four hundred eighty-eight billion five hundred million) votes, or **97.70%** (ninety-seven point seven zero 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 **Rp500,000,000,000** (five hundred billion Rupiah). Therefore, the RUPSU has met the attendance quorum as specified in Article 10 section 10.6 of subsection a of the Trustee Agreement for the Wijaya Karya Shelf Registration Sukuk Mudharabah I Phase II Year 2021, Deed No. 14 dated 8 February 2021, made before Ir. Nanette Cahyanie Handari Adi Warsito, S.H., a Notary in Jakarta, and its

amendments ("**Trustee Agreement**"). Accordingly, the RUPSU is valid and is entitled to adopt legal and binding resolutions for Sukukholders.

The RUPSU convened at 15.04 WIB (Western Indonesia Time).

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

- The total valid votes presented at the RUPSU were 488,500,000,000 (four hundred eighty-eight billion five hundred million) votes, or representing Sukukholders holding an aggregate sum of Rp488,500,000,000 (four hundred eighty-eight billion five hundred million Rupiah);
- There were no abstain votes;
- The total negative votes rejecting the proposal presented by PT Wijaya Karya (Persero) Tbk. as the Issuer in the RUPSU were 27,000,000,000 (twenty-seven billion) votes, or representing Sukukholders holding an aggregate sum of Rp27,000,000,000 (twentyseven billion Rupiah) or 5.53% (five point five three percent);
- The total affirmative votes approving the proposal presented by PT Wijaya Karya (Persero) Tbk. as the Issuer in the RUPSU were 461,500,000,000 (four hundred sixtyone billion five hundred million) votes, or representing Sukukholders holding an aggregate sum of Rp461,500,000,000 (four hundred sixty-one billion five hundred million Rupiah) or 94.47% (ninety-four point four seven percent).

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

- I. Approved to amend and/or supplement the provisions in Trustee Agreement for the Wijaya Karya Shelf Registration Sukuk Mudharabah I Phase II Year 2021 in accordance with the proposal stated in the letter by PT Wijaya Karya (Persero) Tbk. No. SE.01.01/A.DIR.00139/2024 dated 15 February 2024. The proposal delivered and presented by the Issuer in the RUPSU on 16 February was: a) to change the principal payment date for Series A Sukuk from initially maturing on the 3<sup>rd</sup> anniversary of the Issue Date on 03-03-2024 to the 5<sup>th</sup> anniversary of the Issue Date on 03-03-2026; b) to supplement the provisions for Series A Sukuk with a call option; and, c) to amend and/or supplement other provisions related to the change of principal payment date of Series A Sukuk and provisions for Series A Sukuk with a call option. The amendments and/or supplements to be as follows:
  - 1. To amend the following premises:
    - a. Issuer has issued a Sukuk called "Wijaya Karya Shelf Registration Sukuk Mudharabah I Phase II Year 2021" with a principal amount of Rp500,000,000,000 (five hundred billion Rupiah).
    - b. In relation to Sukuk's issuance, the Issuer and Trustee have signed the following:
      - Trustee Agreement of Wijaya Karya Shelf Registration Sukuk Mudharabah
        I Phase II Year 2021, Deed No. 14 dated 8 February 2021, made before Ir.
        Nanette Cahyanie Handari Adi Warsito, S.H., a Notary in Jakarta.

- (ii) Deed of Acknowledgement of Debt for Wijaya Karya Shelf Registration Sukuk Mudharabah I Phase II Year 2021, Deed No. 15 dated 8 February 2021, made before Ir. Nanette Cahyanie Handari Adi Warsito, S.H., a Notary in Jakarta.
- c. A RUPSU was convened on 16 February 2024, where Sukukholders in the RUPSU have approved the amendments proposed by the Issuer as follows: a) to change the principal payment date for Series A Sukuk from initially maturing on the 3<sup>rd</sup> anniversary of the Issue Date on 03-03-2024 to the 5<sup>th</sup> anniversary of the Issue Date on 03-03-2026; b) to supplement the provisions for Series A Sukuk with a call option; and, c) to amend and/or supplement other provisions related to the change of principal payment date of Series A Sukuk and provisions for Series A Sukuk with a call option.
- 2. To amend Article 1 Section 1.3, 1.10, 1.56, and 1.69. Accordingly, Article 1 Section 1.3, 1.10, 1.56, and 1.69 are read as follows:
  - 1.3 "Deed of Acknowledgement of Debt" refers to a deed consisting of acknowledgement of funds obtained by the Issuer in relation to issuance of Sukuks, as stated in:
    - a. Deed of Acknowledgement of Debt for Wijaya Karya Shelf Registration Sukuk Mudharabah I Phase II Year 2021, Deed No. 15 dated 8 February 2021, made before Ir. Nanette Cahyanie Handari Adi Warsito, S.H., a Notary.
    - b. Addendum I of Deed of Acknowledgement of Debt for Wijaya Karya Shelf Registration Sukuk Mudharabah I Phase II Year 2021, Deed No. \_\_\_\_ on this day, made before I, the Notary.
  - 1.10 **"Sukuk Funds**" refers to the amount of funds that the Issuer must pay to the Sukukhholders according to the Sukuk holdings of Rp500,000,000,000 (five hundred billion Rupiah) consisting of the following:
    - a. Series A Sukuk with an aggregate sum of Rp134,300,000,000 (one hundred thirty-four billion three hundred million Rupiah),
    - b. Series B Sukuk with an aggregate sum of Rp211,600,000,000 (two hundred eleven billion six hundred million Rupiah),
    - c. Series C Sukuk with an aggregate sum of Rp154,100,000,000 (one hundred fifty-four billion one hundred million Rupiah),

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

1.56 **"Trustee Agreement**" refers to agreements made between the Issuer and Trustee as stated in the deed below:

- a. Trustee Agreement of Wijaya Karya Shelf Registration Sukuk Mudharabah I Phase II Year 2021, Deed No. 14 dated 8 February 2021, made before Ir. Nanette Cahyanie Handari Adi Warsito, S.H., a Notary in Jakarta
- Addendum I of Deed of Acknowledgement of Debt for Wijaya Karya Shelf Registration Sukuk Mudharabah I Phase II Year 2021, as written in this Deed, made by I, the Notary;

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

- 1.69 **"Sukuk**" refers to Wijaya Karya Shelf Registration Sukuk Mudharabah I Phase II Year 2021 with an aggregate sum of Rp500,000,000,000 (five hundred billion Rupiah) offered in 3 (three) series:
  - Series A Sukuk with an aggregate sum of Rp134,300,000,000 (one hundred thirty-four billion three hundred million Rupiah) due to mature 5 (five) years since the Issue Date,
  - Series B Sukuk with an aggregate sum of Rp211,600,000,000 (two hundred eleven billion six hundred million Rupiah) due to mature 5 (five) years since the Issue Date,
  - Series C Sukuk with an aggregate sum of Rp154,100,000,000 (one hundred fifty-four billion one hundred million Rupiah) due to mature 7 (seven) years since the Issue Date,

which are securities issued by the Issuer to Sukukholders via a Public Offering of the Phase II Bond through a Shelf Offering. The proof of ownership of the Bonds is the Jumbo Certificate of Sukuk Mudharabah, and will be listed on the Stock Exchange, and placed under the Collective Custody at the KSEI in accordance with the Agreement on Sharia Securities Registration of the KSEI. The amount of Sukuk Funds may decrease in relation to redemption of the Sukuk of each Sukuk Series and/or buyback exercise for the purpose of redeeming the Sukuks and/or Call Option on Series A Sukuk for the purpose redeeming the Series A Sukuk Funds. Such redemptions are substantiated by the Jumbo Certificate of Sukuk Mudharabah and exercised in view of the requirements as stated in Article 5 of the Trustee Agreement.

- 3. To amend Article 5 Section 5.2, section 5.3 subsection a, section 5.5 subsection f, and to supplement Article 5 section 5.20. Accordingly, Article 5 Section 5.2, section 5.3 subsection a, section 5.5 subsection f, and section 5.20 are read as follows:
  - 5.2 Sukuk Funds:

The maximum amount of Sukuk Funds issued is Rp500,000,000,000 (five hundred billion Rupiah), consisting of the following:

- Series A Sukuk with an aggregate sum of Rp134,300,000,000 (one hundred thirty-four billion three hundred million Rupiah),
- Series B Sukuk with an aggregate sum of Rp211,600,000,000 (two hundred eleven billion six hundred million Rupiah),

- Series C Sukuk with an aggregate sum of Rp154,100,000,000 (one hundred fifty-four billion one hundred million Rupiah)

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

- 5.3 Maturity of the Sukuk:
  - a. The maturity of the Sukuks is as follows:
    - Series A Sukuk will mature on the 5<sup>th</sup> anniversary of the Issue Date on 03-03-2026;
    - Series B Sukuk will mature on the 5<sup>th</sup> anniversary of the Issue Date on 03-03-2026;
    - Series C Sukuk will mature on the 7<sup>th</sup> anniversary of the Issue Date on 03-03-2028;

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

- 5.5 Sukuk Revenue Sharing Amount and Payment Schedule:
  - f. Sukuk Revenue Sharing are paid every 3 (three) months from the Issue Date.

The Sukuk Revenue Sharing Payment Schedule is as follows:

- Series A Sukuk:
  - 1<sup>st</sup> payment on 03-06-2021
  - 2<sup>nd</sup> payment on 03-09-2021
  - 3<sup>rd</sup> payment on 03-12-2021
  - 4<sup>th</sup> payment on 03-03-2022
  - 5<sup>th</sup> payment on 03-06-2022
  - 6<sup>th</sup> payment on 03-09-2023
  - 7<sup>th</sup> payment on 03-12-2022
  - 8<sup>th</sup> payment on 03-03-2023
  - 9<sup>th</sup> payment on 03-06-2023
  - 10<sup>th</sup> payment on 03-09-2023
  - 11<sup>th</sup> payment on 03-12-2023
  - 12<sup>th</sup> payment on 03-03-2024
  - 13<sup>th</sup> payment on 03-06-2024
  - 14<sup>th</sup> payment on 03-09-2024
  - 15<sup>th</sup> payment on 03-12-2024

- 16<sup>th</sup> payment on 03-03-2025
- 17<sup>th</sup> payment on 03-06-2025
- 18<sup>th</sup> payment on 03-09-2025
- 19<sup>th</sup> payment on 03-12-2025
- 20<sup>th</sup> payment on 03-03-2026

## - Series B Sukuk

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

## - Series C Sukuk

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

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

The Payment Schedule is subject to provisions in Article 16 Section 16.8 of the Trustee Agreement.

5.20 Early Redemption of the Series A Sukuk

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

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

- The Issuer may exercise the Call Option after the 3<sup>rd</sup> anniversary of the Issue Date, which is on every Coupon Payment Date of the Series A Sukuk (hereinafter referred to as "Call Option Exercise Date").
- 2. If the Issuer decides to exercise the Call Option on Series A Sukuk, the Issuer must repay all or part of the outstanding Principal Amount of the Series A Sukuk to the Series A Sukukholders through the Paying Agent on the Call Option Exercise Date at par of 100% of the outstanding Principal Amount of the Series A Sukuk. Upon such exercise, all Series A Sukukholders must sell their Series A Sukuk holdings to the Issuer and receive early redemption of all or part of their Principal Amount of the Series A Sukuk holdings, in accordance with the provisions of the Trustee Agreement.
- 3. Call Option is exercised on a pro rata basis for all outstanding Series A Sukuks. Therefore, if the Issuer exercises the Call Option on Series A Sukuk, the Series A Sukukholders must sell their Series A Sukuk holdings to the Issuer with due consideration to the percentage of the Call Option on Series A Sukuk exercised by the Issuer.
- 4. For the avoidance of doubt, it is hereby confirmed that the Call Option on Series A Sukuk is to be exercised in accordance with the provisions of the Trustee Agreement without necessarily obtaining approval from the Series A Sukukholders through a RUPSU.

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

is deemed to have matured. Consequently, the Issuer is not required to pay Interest Coupon on such Series A Sukuk.

- 13. The payment of all or part of the Series A Sukuk through the Call Option by the Issuer to the Paying Agent on the Call Option Exercise Date is considered as redemption and/or repayment by the Issuer to the Series A Sukukholders for the Principal Amount of the Series A Sukuk after the funds are received by Series A Sukukholders via KSEI Account Holders, with due consideration to the Trustee Agreement. In so doing, the Issuer is released from the requirement to make such payment to the Series A Sukukholders if the Issuer has unequivocally deposited funds to exercise the Call Option on Series A Sukuk to the Paying Agent. In the event the Paying Agent fails to distribute the payment of the Call Option on Series A Sukuk on Call Option Exercise Date, the Paying Agent is fully responsible to the Issuer to ensure that the payment to exercise of the Call Option on Series A Sukuk is redeemed by the Paying Agent. In such event, the Issuer is released from the requirement to make payments for the exercise of the Call Option on Series A Sukuk.
- 14. If the aforementioned procedure to exercise the Call Option on Series A Sukuk contravenes prevailing provisions, especially KSEI's provisions, the procedure for exercising the payment must refer to the applicable provisions, especially KSEI's provisions as the Paying Agent appointed by the Issuer.
- 15. The Issuer must, no later than end of the second Business Day after the Call Option on Series A Sukuk has been exercised, disclose such exercise to the OJK and announce in an Indonesian daily newspaper with national circulation or on the IDX website.
- 16. If the Call Option on Series A Sukuk has been exercised for a portion of the Principal Amount of the Series A Sukuk, the Issuer must issue a new Jumbo Certificate of the Series A Sukuk for the remaining Principal Amount of the Series A Sukuk.
- II. Approved to amend the Deed of Acknowledgement of Debt for Wijaya Karya Shelf Registration Sukuk Mudharabah I Phase II Year 2021 in accordance with a letter issued by PT Wijaya Karya (Persero) Tbk. No. SE.01.01/A.DIR.00139/2024 dated 15 February 2024. The proposal delivered and presented by the Issuer in the RUPSU on 16 February was: a) to change the principal payment date for Series A Sukuk from initially maturing on the 3<sup>rd</sup> anniversary of the Issue Date on 03-03-2024 to the 5<sup>th</sup> anniversary of the Issue Date on 03-03-2026; b) to supplement the provisions for Series A Sukuk with a call option; and, c) to amend and/or supplement other provisions related to the change of principal payment date of Series A Sukuk and provisions for Series A Sukuk with a call option. The amendments and/or supplements to be as follows:
  - 1. To amend the following premise:

- a. Issuer has issued a Sukuk called "Wijaya Karya Shelf Registration Sukuk Mudharabah I Phase II Year 2021" with a principal amount of Rp500,000,000,000 (five hundred billion Rupiah).
- b. In relation to Sukuk's issuance, the Issuer and Trustee have signed the following:
  - Trustee Agreement of Wijaya Karya Shelf Registration Sukuk Mudharabah
    I Phase II Year 2021, Deed No. 14 dated 8 February 2021, made before Ir.
    Nanette Cahyanie Handari Adi Warsito, S.H., a Notary in Jakarta
  - Deed of Acknowledgement of Debt for Wijaya Karya Shelf Registration Sukuk Mudharabah I Phase II Year 2021, Deed No. 15 dated 8 February 2021, made before Ir. Nanette Cahyanie Handari Adi Warsito, S.H., a Notary in Jakarta
- b. A RUPSU was convened on 16 February 2024, where Sukukholders in the RUPSU have approved the amendments proposed by the Issuer as follows: a) to change the principal payment date for Series A Sukuk from initially maturing on the 3<sup>rd</sup> anniversary of the Issue Date on 03-03-2024 to the 5<sup>th</sup> anniversary of the Issue Date on 03-03-2026; b) to supplement the provisions for Series A Sukuk with a call option; and, c) to amend and/or supplement other provisions related to the change of principal payment date of Series A Sukuk and provisions for Series A Sukuk with a call option.
- c. Unless strictly specified in this Deed, all definitions stipulated in the Trustee Agreement also applies to this Deed.
- 2. To amend Article 1 section 1.1. Accordingly, Article 1 section 1.1 reads as follows:
  - 1.1 The Issuer hereby acknowledges the veracity and validity of its obligation to pay Sukukholders, represented by PT Bank Mega Tbk as the Trustee, the aggregate sum of which is stated below. The Issuer hereby absolutely and unconditionally undertakes to pay Sukukholders the Sukuk Principal a principal amount of Rp500,000,000,000 (five hundred billion Rupiah) as follows:
    - Series A Sukuk with an aggregate sum of Rp134,300,000,000 (one hundred thirty-four billion three hundred million Rupiah) due to mature 5 (five) years since the Issue Date,
    - b. Series B Sukuk with an aggregate sum of Rp211,600,000,000 (two hundred eleven billion six hundred million Rupiah) due to mature 5 (five) years since the Issue Date,
    - c. Series C Sukuk with an aggregate sum of Rp154,100,000,000 (one hundred fifty-four billion one hundred million Rupiah) due to mature 7 (seven) years since the Issue Date

including Sukuk Revenue Sharing and Compensation of Late Payment (if any), including other monies due to prevailing regulations and provisions of the Trustee Agreement, Acknowledgement of Debt, which must be paid to the Sukukholders by the Issuer.

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

The outstanding amount mentioned above, hereinafter referred to as "Outstanding Amount".

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

The RUPSU was adjourned at 16.03 WIB.

The Resolutions of this RUPSU is stated in the Deed of the Meeting Number 41 dated on this day, Thursday, 16 February 2024 and made by I, the Notary.

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

This Cover Note is prepared to be used as appropriate.

Notary in Jakarta Utara

(signed and stamped)

Humberg Lie, SH, SE, MKn

#### DISCLAIMER:

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