

## FAX TRANSMISSION



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### LETTER OF INTENT (SERVICES)

To : PT. TUV NORD INDONESIA Fax Number: 62-21-78837336  
Attn. : President Director Total Pages: 12 (twelve) Pages  
From : PT. SUPREME ENERGY MUARA LABOH Copies to : Paul Taylor  
Subject : Letter of Intent for Provision of Third Party Inspection Services for Muara Laboh Geothermal Power Plant Project Date : 26 February 2018  
(Enquiry Document No. 18000015-OQ-10101) Our Ref : 092/PROC/SEML/PROJ/0218

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1. The purpose of this fax is to serve as a Letter of Intent ("LOI") between PT. TUV NORD Indonesia ("Contractor") and PT. Supreme Energy Muara Laboh ("Company"). The Company confirms award of the provision of Third Party Inspection Services for Muara Laboh Geothermal Power Plant Project, as more particularly described in the Contract Documents specified below ("Services") for a total contract value of USD 213,873.16 (USD two hundred thirteen thousand eight hundred seventy three and sixteen cent) excluding VAT, effective on 26 February 2018 for a term of 15 months or until 25 May 2019. Please contact Mr. Paul Taylor or Mr. Wahyu Mulyana (+6221 27882222) for the commencement of these Services, and please be advised that you may only proceed the commencement of the Services based on the issuance of Notice to Proceed ("NTP") by the Company (in the form as set out in Appendix D).
2. Pending the execution of the final contract document for the Services, the Services to be performed by you pursuant to this LOI shall be performed on the terms and conditions contained in the following documents:
  - a. this LOI;
  - b. the letters between the Company and the Contractor on matters related to legal matters, the Services and contract documents with the reference numbers and dates as set out in Appendix A (together with all attachments to such letters);
  - c. the Minutes of Meetings between the Contractor and the Company related to legal matters, the Services and contract documents with the reference numbers and dates as set out in Appendix B (together with all attachments to such Minutes of Meeting);
  - d. the Enquiry Document Reference No. 18000015-OQ-10101 and all of its addendum and amendments issued by the Company ("Enquiry Document"); and
  - e. your bid proposal number 106/TNI-BID/IS/II/2018 dated 5 February 2018 and its revisions;

(the documents from (a) to (e) above shall hereinafter be referred to as "**Contract Documents**").

If there is a conflict between any of the documents constituting the Contract Documents, the order of precedence shall be as set out in sub-paragraphs (a) to (e) above. Subject to the above order of precedence for construction and interpretation, if any provision of any of the documents constituting the Contract Documents is in conflict with any provision in any other document in the same category as mentioned above, the provision in the document which is the latest in time will prevail.

3. You are requested to submit a performance bond issued by an Indonesian public bank (excluding Bank Perkreditan Rakyat) meeting the requirements of the Contract Documents with a value equal to 10% of the total estimated contract value or USD 21,387.31 (USD twenty one thousand three hundred eighty seven and thirty one cent) which must be valid from the date of issuance up to 25 August 2019, by using wording format and Statement Letter attached herein as Appendix C,



and copy of the related insurance certificate(s) as required in Exhibit F – Insurance of the Enquiry Document, complete with evidence of insurance(s) payment. Please submit these documents to PT. Supreme Energy Muara Laboh (Attn. Christina Sandy Marie Sahetapy), Menara Sentraya, 23rd Floor, Jl. Iskandarsyah Raya No. 1A, Kebayoran Baru, Jakarta – Indonesia 12160 by **no later than five (5) working days of the date of this LOI.**

If you fail to submit these documents within the period prescribed above, the Company is entitled to terminate this LOI by giving you a termination notice. Upon the termination of the LOI pursuant to the terms of this paragraph:

- (i) the Company shall be entitled to call in full on the Bid Bond submitted by Contractor to the Company; and
  - (ii) the Company shall have no liability or obligation whatsoever to you including no obligation to make payment with regard to any Services that you have performed until the termination date of the LOI.
4. The final contract document for the Services (to be issued as a Contract No. **18000015-OS-10101**) can be collected under separate notification. Pending the execution of the final contract by both parties, this LOI represents a legal binding document, but only for the performance of the Services on the terms set out in the Contract Documents. **Please refer to this Contract Number for the issuance of Performance Bond and Insurances.**
  5. If the final (execution version) of the contract document for the Services is not signed by the Contractor within 10 working days after it is being delivered by the Company to the Contractor, the Company is entitled to terminate the LOI upon not less than 14 days' advance written notice to you. Upon termination of this LOI pursuant to terms of this paragraph, the Company shall compensate the Contractor for all work performed up to the date of termination on the terms set out in Termination clause of the General Terms and Conditions contained in the Enquiry Document referred to in sub-paragraph (d) of paragraph 2 above.
  6. Upon execution of the final contract document for the Services by the Company and the Contractor, all of the Services performed under this LOI shall be deemed to form part of the Services under the final contract document for the Services, and all payments made by the Company to the Contractor under this LOI shall be deemed to be payments made by the Company to the Contractor pursuant to the final contract document for the Services.
  7. Please confirm your acceptance of this LOI to Procurement Dept., through fax no. +62-21-27881732 no later than one (1) working day after receipt of this LOI, otherwise the Company shall consider that you withdraw your bid proposal mentioned in Paragraph 2 (e) above and the Bid Bond submitted by Contractor to the Company will be immediately forfeited in Company's interest as governed under the Enquiry Document.
  8. Upon your confirmation of acceptance, you will be bound by the LOI and the Contract Documents.
  9. For the purposes of termination of this LOI, the parties of the LOI hereby waive the benefits of Articles 1266 and 1267 of the Indonesian Civil Code but only to the extent that judicial cancellation of this LOI would otherwise be required to terminate this LOI.
  10. This LOI shall be governed by the laws of Indonesia and any dispute arising out of this LOI shall be determined in accordance with the Contract Documents.

[EXECUTION PAGE FOLLOWS]



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PT. Supreme Energy Muara Laboh

A handwritten signature in blue ink, appearing to read 'Win Sukardi'.

Win Sukardi  
VP Support & Services

W

A handwritten signature in blue ink, appearing to read 'Supramu Santoso'.

Supramu Santoso  
President Director

Accepted by,  
PT. TUV NORD Indonesia



Robert Nasution  
President Director

A handwritten signature in blue ink, appearing to read 'Robert Nasution'.

**APPENDIX A**  
**List of Letters**

No.	Issuer	Reference No.	Date	Description
1.	Company	079/PROC/SEML/PROJ/0218	14 Feb 2018	Clarification Request #1
2.	Contractor	-	15 Feb 2018	Letter of Confirmation for Insurance