

Joseph Pangalila

**CIREBON COAL FIRED STEAM POWER PLANT
1 x 600 MW**

POWER PURCHASE AGREEMENT

Between

**PT PLN (PERSERO)
as PLN**

and

**PT CIREBON ELECTRIC POWER
as SELLER**

Dated as of August 20, 2007

Also including the Sponsors Agreement
as of same date between

PT PLN (PERSERO),
PT CIREBON ELECTRIC POWER (as SELLER) and
Marubeni Corporation, Korea Midland Power Company Limited,
PT Tripatra Engineers and Constructors, PT Indika Inti Energi, and
Samtan Company Limited (as Sponsors)

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POWER PURCHASE AGREEMENT

This Power Purchase Agreement (the "Agreement") is entered into as of August 20, 2007 by and between:

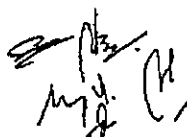
1. PT. CIREBON ELECTRIC POWER, a limited liability company duly incorporated and organized pursuant to the laws of the Republic of Indonesia and having its principal place of business at Jl. R.A. Kartini No. 34 (Outer Ring Road), Cilandak Barat, Jakarta 12430, Indonesia (hereinafter referred to as "SELLER");
2. PT. PLN (PERSERO), a state owned company established and organized under the laws of the Republic of Indonesia, with its principal address at Jl. Trunojoyo Blok M 1/135, Jakarta Selatan, Indonesia (hereinafter referred to as "PLN").

Each of the parties hereto hereinafter respectively referred to as the "Party" and collectively hereinafter referred to as the "Parties", furthermore the Parties hereby witnesseth the following issues:

RECITALS

- A. WHEREAS, in order to anticipate the electricity demand growth in Java, PLN requires an additional electricity supply from SELLER.
- B. WHEREAS, PLN issued a Letter of Intent for the Development of Cirebon Coal Fired Power Plant 1 x 600 MW dated 23 May 2006 No. 00574/121/DIRUT/2006 (as attached in Schedule 6), to the consortium of Marubeni Corporation, Korea Midland Power Co. Ltd, PT Tripatra Engineers and Constructors and Samtan Co. Ltd as the preferred bidder, which has served as a basis for the discussion of this Agreement.
- C. WHEREAS, SELLER wishes to provide PLN with the supply of electricity power generated or produced from its coal fired power plant facility and consisting of 1 unit, having a net nominal design capacity of 660 MW located at Kanci, Cirebon, Indonesia, which will be designed, built and constructed pursuant to a certain engineering, procurement and construction contract entered into between SELLER and Contractor (as hereinafter defined).
- D. WHEREAS, the Parties agree to enter into a Power Purchase Agreement according to the terms and conditions contained herein.
- E. WHEREAS, PLN and SELLER desire to define and set forth their respective rights and obligations with respect to the Project as hereinafter defined.

NOW, THEREFORE, in view of the foregoing premises and in consideration of the mutual covenants and agreements hereinafter set forth, PLN and SELLER hereby agree as follows:





21.14 Governing Law

This Agreement shall be governed by, and construed in accordance with, the laws of the Republic of Indonesia.


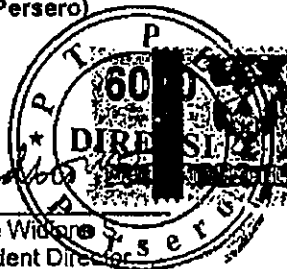
The Parties hereby waive the provisions of Articles 1266 and 1267 of the Indonesian Civil Code with respect to this Agreement to the extent that such waiver is necessary to enable the termination of this Agreement in accordance with its terms.

21.15 Headings

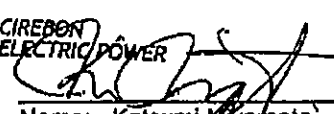

Headings in this Agreement and its provisions hereof are for convenience only and shall not affect the interpretation hereof.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed in two (2) copies of which shall be deemed to be originals as of the day and year first above written.

PT PLN (Persero)




Name: Eddie Widjono
Title : President Director

PT CIREBON ELECTRIC POWER

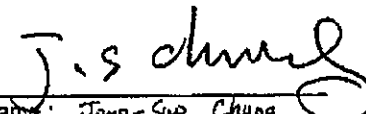


Name: Katsumi Miyamoto
Title : President Director

Witness :

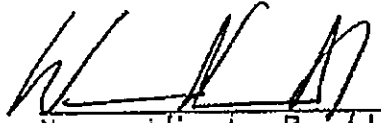
Marubeni Corporation


Name: K. Sakamoto
Title : Senior Executive Vice President

Korea Midland Power Company Ltd.

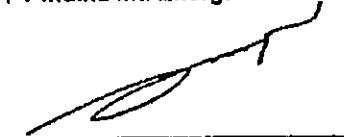

Name: Jang-Sup Chung
Title : President and CEO

PT Tripatra Engineers and Constructors



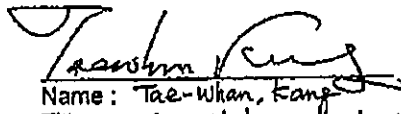
Name : Wiwoho Basuki Tjokronegoro
Title : Chairman

PT Indika Inti Energi

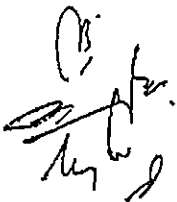


Name : Arsjud Rasjid
Title : President

Samtan Company Ltd.



Name : Tae-whan, Kang
Title : Vice Chairman and CEO



SPONSORS' AGREEMENT

This Sponsors' Agreement is made on the day 20 of August 2007 among Marubeni Corporation a corporation organised and existing under the laws of Japan with its registered office at 4-2, Ohtemachi 1-chome, Chiyoda-ku, Tokyo 100-1088, Japan, Korea Midland Power Company Limited a corporation organised and existing under the laws of Korea with its registered office at 167 Samseong-dong, Gangnam-gu, Seoul, Korea, PT. Tripatra Engineers and Constructors a corporation organised and existing under the laws of Indonesia with its registered office at Jl. R.A. Kartini No. 34 (Outer Ring Road) Cilandak Barat, Jakarta 12430, Indonesia, PT. Indika Inti Energi a corporation organised and existing under the laws of Indonesia with its registered office at Mitra Building, 10th Floor, Jl. Gatot Subroto Kav 21, Jakarta, Indonesia, Samtan Company Limited a corporation organised and existing under the laws of Korea with its registered office at 947-7 Daechi-dong, Gangnam-gu, Seoul Korea, (such corporations collectively the "Sponsors" and each of them a "Sponsor"), P.T. Cirebon Electric Power, a limited liability company, organised and existing under the laws of the Republic of Indonesia with its principal address at Jalan R.A. Kartini No. 34 (Outer Ring Road) Cilandak Barat, Jakarta 12430, Indonesia ("Seller"), and PT. PLN (Persero) ("PLN"), a corporation established under the laws of the Republic of Indonesia, with its principal address at Jl. Trunojoyo No. 135 Kebayoran Baru, Jakarta Selatan 12160 Indonesia.

WITNESSETH:

WHEREAS,

- Axia Power Holdings, B.V., a corporation organised and existing under the laws of Netherland which is indirectly a wholly-owned subsidiary of Sponsor Marubeni Corporation;
- KOMIPO GLOBAL PTE. LTD., a corporation organised and existing under the laws of Singapore which is directly a wholly-owned subsidiary of Sponsor Korea Midland Power Company Limited;
- Samtan Company Ltd.;
- Indika Power Investments Pte. Ltd., a corporation organised and existing under the laws of Singapore which is directly a wholly-owned subsidiary of Sponsor PT. Indika Inti Energi and an affiliate company of Sponsor PT. Tripatra Engineers and Constructors; and
- PT. Indika Infrastruktur Investindo, a corporation organised and existing under the laws of the Republic of Indonesia, which is directly a wholly-owned subsidiary of Sponsor PT. Indika Inti Energi and an affiliate company of Sponsor PT. Tripatra Engineers and Constructors,

(each of such corporations a "Shareholder" and collectively, the "Shareholders"), have established Seller under the Law of the Republic of Indonesia in order to construct, own and operate a coal fired steam power plant facility located at Cirebon, West Jawa, Republic of Indonesia; and

WHEREAS, Seller wishes to sell to PLN and PLN wishes to purchase from the Seller the Net Dependable Capacity and Net Electrical Output from such facility on the terms and conditions contained in the Power Purchase Agreement entered into between PLN and Seller dated as of 20 August 2007 (the "Power Purchase Agreement"); and

WHEREAS, in connection with the financing of the Project, the Sponsors may enter into a funding agreement (as the same may be from time to time amended, the "Funding Agreement") pursuant to which the Sponsors will be required to invest funds in Seller or to cause their respective affiliated Shareholders or affiliates thereof to invest funds in Seller; and

WHEREAS, PLN and Sponsors wish to set forth certain agreements and understandings among themselves with respect to the Project.

NOW, THEREFORE, in view of the foregoing premises and in consideration of the mutual covenants and agreements hereinafter set forth, Sponsors, Seller and PLN (each a "Party" and collectively, the "Parties") hereby agree as follows:-

ARTICLE 1. DEFINITIONS

- 1.1 Unless otherwise defined herein, terms and expressions defined in the Power Purchase Agreement shall have the same meanings in this Agreement.
- 1.2 Any reference herein to "this Agreement" or "Sponsors' Agreement" is a reference to this Sponsors' Agreement.
- 1.3 "Seller's BKPM License" shall mean the Surat Persetujuan Penanaman Modal Asing and the attachment thereto No. 387/I/PMA/2007 dated 3 April 2007, as the same may be from time to time amended by mutual agreement of BKPM and the Shareholders.
- 1.4 "Subordinated Loan" shall mean indebtedness of Seller constituting Equity.

ARTICLE 2. SPONSORS' OBLIGATIONS

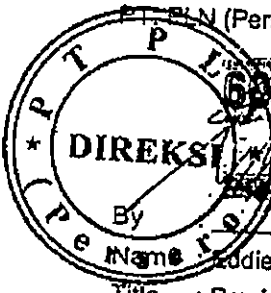

2.1 Equity Contributions; Funding Agreement

Subject to the occurrence of the Financing Date, each Sponsor hereby unconditionally and irrevocably undertakes to Seller and to PLN that each Sponsor:


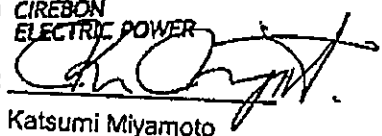
(i) will, or will cause its respective Affiliated Shareholder(s) to, subscribe and pay for shares of Seller not later than the Required Commercial Operation Date an aggregate

and Constructors any necessary power and authority it requires from PT. Indika Inti Energi to enable it to perform its obligations as Sponsor with respect to both Shareholders Indika Power Investments Pte. Ltd. and PT. Indika Infrastruktur Investindo as set forth in this Agreement.


IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed in seven copies each of which shall be deemed to be an original as of the day and year first above written.

PT. PLN (Persero)

By : 
Name : Eddie Widiono
Title : President Director

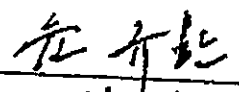
PT. Cirebon Electric Power

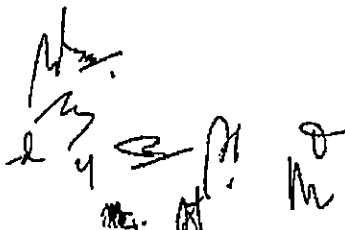

By : 
Name : Katsumi Miyamoto
Title : President Director

Marubeni Corporation

By : 
Name : MASUMI KAKINOKI
Title : General Manager

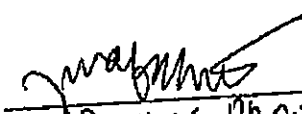
Korea Midland Power Company Ltd.

By : 
Name : Kyu Han Yoon
Title : Vice President

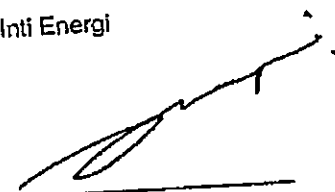





PT. Tripatra Engineers and Constructors

By : 
Name : PANDRI PRABONO
Title : PRESIDENT DIRECTOR

PT. Indika Inti Energi

By : 
Name : M. Arsyad Rasjid P.M.
Title : President Director.

Samtan Company Ltd.

By : 
Name : Gil-Yong Ha
Title : Senior Manager

