

NOT FOR RELEASE, PUBLICATION OR DISTRIBUTION IN OR INTO, OR TO ANY PERSON LOCATED OR RESIDENT IN, ANY OTHER JURISDICTION WHERE IT IS UNLAWFUL TO RELEASE, PUBLISH OR DISTRIBUTE THIS DOCUMENT.

IMPORTANT: You must read the following disclaimer before continuing. The following disclaimer applies to the attached consent solicitation statement (the “**Consent Solicitation Statement**”) whether received by email or as a result of electronic or other communication and you are therefore required to read this disclaimer carefully before accessing, reading or making any other use of the Consent Solicitation Statement. The Consent Solicitation Statement is made available by PT Kawasan Industri Jababeka Tbk. (“**Jababeka**”) to all holders of outstanding 6.50% Guaranteed Senior Notes due 2023 (ISIN: US46638AAC45 and USN4717BAD84; and CUSIP: 46638AAC4 and N4717BAD8) (the “**Notes**”) issued by Jababeka International B.V. (the “**Old Notes Issuer**”). By accepting the email to which the Consent Solicitation Statement was attached or by accessing or reading the Consent Solicitation Statement, you shall be deemed (in addition to giving the representations below) to agree to be bound by the following terms and conditions, including any modifications to them from time to time, each time you receive any information from Morrow Sodali Ltd. as information and tabulation agent (the “**Information and Tabulation Agent**”) and/or the Old Notes Issuer, Jababeka and/or Jababeka’s solicitation agents, J.P. Morgan Securities plc, Mandiri Securities Pte. Ltd., Standard Chartered Bank (Singapore) Limited or UBS AG Singapore Branch (together, the “**solicitation agents**” and each, a “**solicitation agent**”), as a result of such acceptance and access. Capitalised terms used but not otherwise defined in this disclaimer shall have the meanings given to them in the Consent Solicitation Statement.

THE CONSENT SOLICITATION STATEMENT IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION. IF YOU HAVE RECENTLY SOLD OR OTHERWISE TRANSFERRED ALL OR PART OF YOUR HOLDING OF THE NOTES YOU SHOULD CONTACT THE INFORMATION AND TABULATION AGENT.

The communication of the Consent Solicitation Statement by Jababeka and any other documents or materials relating to the Consent Solicitation is not being made, and such documents and/or materials have not been approved, by an authorized person for the purposes of section 21 of the Financial Services and Markets Act 2000 (the “**FSMA**”). Accordingly, such documents and/or materials are not being distributed to, and must not be passed on to, the general public in the United Kingdom. Such documents and/or materials are only directed at and may only be communicated to (1) any person within Article 43(2) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 which includes a creditor or member of Jababeka, and (2) any other persons to whom these documents and/or materials may lawfully be communicated in circumstances where section 21(1) of the FSMA does not apply.

The delivery of the Consent Solicitation Statement shall not, under any circumstances, create any implication that the information contained therein is correct and/or current as of any time subsequent to the date of the Consent Solicitation Statement. The Consent Solicitation Statement is solely directed at the holders of the Notes in those jurisdictions where the Consent Solicitation Statement may be lawfully directed to them.

You are recommended to seek independent legal advice as to the contents of the Consent Solicitation Statement, and to seek independent financial advice from your broker, bank manager, solicitor, accountant or other appropriately authorized independent financial advisor as to the action you should take. Any individual or company whose Notes are held on its behalf by a broker, dealer, bank, custodian, trust company or other nominee must contact such person if it wishes to participate in the Consent Solicitation (as defined in the Consent Solicitation Statement) in respect of the Bonds.

Confirmation of your representation: In order to be eligible to view the Consent Solicitation Statement or make an investment decision with respect to the Consent Solicitation (each as defined in the Consent Solicitation Statement), you must be a person to whom it is lawful to send the Consent Solicitation Statement in accordance with applicable laws or otherwise able to participate lawfully in the invitation by Jababeka to

those holders to approve certain amendments relating to the Notes (as described in the Consent Solicitation Statement), each on the terms and subject to the conditions set out in the Consent Solicitation Statement. The Consent Solicitation Statement was sent to you at your request and, by accessing the Consent Solicitation Statement, you shall be deemed (in addition to the above) to have represented to Jababeka, the Old Notes Issuer, each solicitation agent, the Information and Tabulation Agent and the Trustee that:

- (1) you acknowledge that the solicitation agents may submit instructions for its own account as well as on behalf of other holders;
- (2) you have observed the laws of all relevant jurisdictions, obtained all requisite governmental, exchange control or other required consents, complied with all requisite formalities and paid any issue, transfer or other taxes or requisite payments due from you, in each respect, in connection with this Consent Solicitation, in submitting a consent for the Consent Solicitation, in any jurisdiction and that it has not taken or omitted to take any action in breach of these representations or which will or may result in Jababeka, the Old Notes Issuer and/or each solicitation agent or any other person acting in breach of the legal or regulatory requirements of any such jurisdiction in connection with this Consent Solicitation;
- (3) you acknowledge that (i) Jababeka has made available on the website of Singapore Exchange certain documents with respect to the its business and financial information (the “**Website Disclosure**”), which includes, among other things, a description of the principal activities, the balance sheets, income statements and cash flow statements and other information relating to Jababeka and its subsidiaries which is necessary to enable you to appraise the position of Jababeka and its subsidiaries; (ii) you are able to obtain or access the Website Disclosure without undue difficulty;
- (4) you will not hold the solicitation agents or any of its branches, subsidiaries, associates and affiliates and their respective directors, members, officers, employees, agents, financiers, advisers (including, without limitation, financial advisers, counsel and accountants) and controlling persons, responsible for any misstatements in or omission from any publicly available information concerning Jababeka and its subsidiaries, including any Website Disclosure; and none of such persons has made any warranty, representation or recommendation to you, express or implied, with respect to the Consent Solicitation, the merits thereof, the business, properties and condition, financial or otherwise of Jababeka and its subsidiaries; the accuracy, completeness or adequacy of any publicly available information and any other matter relating thereto or in connection therewith, and none of them has any obligation to review the results of operations, financial condition or affairs of Jababeka and its subsidiaries or to advise you of any information (including but not limited to any change or development reasonably likely to involve a change in Jababeka and its subsidiaries since the date hereof) coming to their attention;
- (5) you have been afforded a meaningful opportunity to request from Jababeka and to review, and have received, all additional information you consider to be necessary to verify the accuracy of or to supplement the information contained herein;
- (6) you have made an independent investment decision in consultation with your own investment, tax and other professional advisors to the extent you deem necessary;
- (7) you acknowledge that you may not revoke an instruction you grant after the Early Consent Deadline, subject to the terms described in the Consent Solicitation Statement;
- (8) you acknowledge that you empower, authorize, and request the Old Notes Issuer, Jababeka and its other subsidiaries, the solicitation agents, the Trustee and the Information and Tabulation Agent to do all such other things as may be necessary or expedient to carry out and give effect to the consent solicitation;
- (9) you consent to the disclosure of all of the information contained in your instruction to Old Notes Issuer, Jababeka and its other subsidiaries, the Solicitation agents, the Trustee and the Information and Tabulation Agent;

- (10) you acknowledge that none of the Old Notes Issuer, Jababeka and its other subsidiaries, the Solicitation agents, the Trustee, the Information and Tabulation Agent or any of their respective affiliates, directors, employees, officers, consultants or agents has given you any information with respect to the Consent Solicitation save as expressly set forth in the Consent Solicitation Statement and any notice in relation thereto nor has any of them made any recommendation or statement to you as to whether you should participate in the Consent Solicitation and you shall make your own decision with regard to participating in the Consent Solicitation based on any legal, tax or financial advice you deem necessary to seek;
- (11) you acknowledge that no other person has been authorized to give information or to make any representation concerning the Old Notes Issuer, Jababeka and its other subsidiaries or the Consent Solicitation other than as contained or incorporated by reference in the Consent Solicitation Statement and, if given or made, such other representation should not be relied upon as having been authorized by the Old Notes Issuer, Jababeka and its other subsidiaries, the Solicitation agents, the Trustee, the Information and Tabulation Agent;
- (12) you agree to ratify and confirm each and every act or thing that may be done or effected by Jababeka, any of its directors or any person nominated by Jababeka in the proper exercise of his or her powers and/or authority hereunder;
- (13) you agree to do all such acts and things as shall be necessary and execute any additional documents deemed by Jababeka to be desirable, in each case to perfect any of the authorities expressed to be given hereunder;
- (14) all communications, payments or notices to be delivered to or by you will be delivered by or sent to or by it at your own risk;
- (15) the terms and conditions of the Consent Solicitation shall be deemed to be incorporated in, and form a part of, its instructions which shall be read and construed accordingly and that the information given by you or on your behalf in the relevant instruction is true and will be true in all respects at the Early Consent Deadline, the Consent Expiration Deadline and the Consent Settlement Date (each term as defined in the Consent Solicitation Statement);
- (16) you accept that Jababeka is under no obligation to complete the Consent Solicitation and accordingly the completion of Consent Solicitation is at the sole and absolute discretion of Jababeka;
- (17) each instruction is made on the terms and conditions set forth in the Consent Solicitation Statement;
- (18) each instruction is being submitted in compliance with all applicable laws and/or regulations of the jurisdiction in which you are located and/or in which you are resident and no registration, approval or filing with any regulatory authority of such jurisdiction is required in connection with each such instruction; and
- (19) you (and/or the relevant direct participant in the clearing systems through which your Old Note is held) are not (i) a person that is, or is owned or controlled by a person that is, identified as a “specially designated national” or “blocked person” in the most current U.S. Treasury Department list of “Specially Designated National and Blocked Persons” or included in the U.S. Treasury Department’s Sectoral Sanctions Identifications List (which can be found at: <https://sanctionssearch.ofac.treas.gov/>), or in the European Union and UK Consolidated Lists of financial sanctions, or in the EU/UK list of persons subject to restrictive measures in view of Russia's actions destabilising the situation in Ukraine; or (ii) a person that is organised, resident or located in a country or territory subject to comprehensive/country-wide economic sanctions; (iii) a person that is otherwise the subject of, or in violation of, any sanctions under (x) the laws and regulations that have been officially published and are administered or enforced by the U.S. Government (including, without limitation, the Office of Foreign Assets Control of the U.S. Treasury Department or the U.S. Department of State), or any enabling legislation or executive order relating

thereto; or (y) any equivalent sanctions or measures officially published and imposed by the European Union, any member state of the European Union, Her Majesty's Treasury, the United Nations or any other relevant sanctions authority, including sanctions imposed against certain states, organisations and individuals under the European Union's Common Foreign or (iv) acting for or on behalf of any of the foregoing parties (a "**Sanctions Restricted Person**"),

(together, the "**Investor Representations**").

Any materials relating to the Consent Solicitation do not constitute, and may not be used in connection with, any form of offer or solicitation in any place where such offers or solicitations are not permitted by law.

The distribution of the Consent Solicitation Statement in certain jurisdictions may be restricted by law. Persons into whose possession the Consent Solicitation Statement comes are required by Jababeka, the Old Notes Issuer, the solicitation agents and the Information and Tabulation Agent to inform themselves about, and to observe, any such restrictions.

The Consent Solicitation does not constitute a public offering or private placement under Indonesia under Law No. 8 of 1995 on Capital Market (the "Indonesian Capital Market Law") and Financial Services Authority (*Otoritas Jasa Keuangan* or "OJK") Regulation No. 30 of 2019 on the Issuance of Debt-Linked Securities and/or Sukuk by way of Private Placement ("OJK Regulation No. 30"). The Consent Solicitation Statement has not been distributed and will not be distributed in a manner which would constitute a public offering or private placement under the Indonesian Capital Market Law and OJK Regulation No. 30.

The Consent Solicitation Statement has been sent to you in an electronic form. You are reminded that documents transmitted via this medium may be altered or changed during the process of electronic transmission and consequently none of Jababeka, the Old Notes Issuer and the solicitation agents or any of their respective affiliates, directors, or advisors or agents accepts any liability or responsibility whatsoever in respect of any difference between the Consent Solicitation Statement distributed to you in electronic format and the hard copy version available to you on request from the Information and Tabulation Agent.

Amended and Restated Consent
Solicitation Statement
November 21, 2022



JABABEKA & CO.

PT Kawasan Industri Jababeka Tbk.

(incorporated with limited liability under the laws of the Republic of Indonesia)

**Solicitation of Consents to Amend the Indenture Governing the
6.50% Guaranteed Senior Notes due 2023 issued by Jababeka International B.V.**

ISIN: US46638AAC45 (144A) / USN4717BAD84 (Reg S)
CUSIP: 46638AAC4 (144A) / N4717BAD8 (Reg S)

Early Consent Deadline

5:00 P.M., New York City time,
on November 25, 2022

Consent Expiration Deadline

11:59 P.M., New York City time,
on December 7, 2022

**J.P. Morgan
Mandiri Securities
Standard Chartered Bank
UBS**
Solicitation Agents

Morrow Sodali Ltd.
Information and Tabulation Agent

**Early Consent Fee: US\$2.00 per US\$1,000 in Principal Amount of Notes
Late Consent Fee: US\$1.00 per US\$1,000 in Principal Amount of Notes
(subject to conditions contained herein)**

THE CONSENT SOLICITATION (AS DEFINED HEREIN) WILL EXPIRE AT THE CONSENT EXPIRATION DEADLINE (AS DEFINED HEREIN) UNLESS EXTENDED OR EARLIER TERMINATED BY PT KAWASAN INDUSTRI JABABEKA TBK. IN ITS SOLE DISCRETION.

HOLDERS OF NOTES (AS DEFINED HEREIN) MUST VALIDLY DELIVER CONSENTS (AS DEFINED HEREIN) ON OR PRIOR TO THE EARLY CONSENT DEADLINE IN ORDER TO BE ELIGIBLE TO RECEIVE THE EARLY CONSENT FEE (AS DEFINED HEREIN). IF HOLDERS OF NOTES VALIDLY DELIVER CONSENTS AFTER THE EARLY CONSENT DEADLINE AND ON OR PRIOR TO THE CONSENT EXPIRATION DEADLINE, SUCH HOLDERS WILL BE ELIGIBLE TO RECEIVE THE LATE CONSENT FEE (AS DEFINED HEREIN) INSTEAD.

INSTRUCTIONS IN CONNECTION WITH THE CONSENT SOLICITATION ARE REVOCABLE AT ANY TIME UP TO (AND INCLUDING) THE EARLY CONSENT DEADLINE BUT ARE IRREVOCABLE AFTER THE EARLY CONSENT DEADLINE. ONCE YOU DELIVER A CONSENT, YOU MAY NOT REVOKE YOUR CONSENT AFTER THE EARLY CONSENT DEADLINE. PT KAWASAN INDUSTRI JABABEKA TBK., MAY, IN ITS SOLE DISCRETION, TERMINATE, EXTEND OR AMEND THE CONSENT SOLICITATION AT ANY TIME.

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IMPORTANT NOTICE

Recipients of this Consent Solicitation Statement (this “Statement”) and the accompanying materials should not construe the contents hereof or thereof as legal, business or tax advice. Each recipient should consult its own attorney, business advisor and tax advisor as to legal, business, tax and related matters concerning the Consent Solicitation.

Notwithstanding anything to the contrary contained herein or in any other document related to the Consent Solicitation, PT Kawasan Industri Jababeka Tbk. (“Jababeka”) reserves the right, in its sole discretion to (i) terminate the Consent Solicitation for any reason, (ii) extend the Early Consent Deadline or the Consent Expiration Deadline, (iii) amend the terms of the Consent Solicitation, including to waive any of the conditions to the Proposed Amendments (as defined herein) (other than the condition with respect to the receipt of the Requisite Consents (as defined herein)), or (iv) modify the form or amount of the consideration to be paid, including the Early Consent Fee and the Late Consent Fee, pursuant to the terms and conditions of the Consent Solicitation. See “Solicitation Procedures.”

Notwithstanding anything to the contrary contained in this Statement or in any other document related to the Consent Solicitation, if the Consent Solicitation is terminated or the Requisite Consents are not received on or prior to the Consent Settlement Date (as defined herein), Jababeka will not pay or cause to be paid, any of the Early Consent Fee or Late Consent Fee, as applicable, to any Holder.

Holders of Notes wishing to validly deliver a Consent must temporarily deposit the related Notes with the Information and Tabulation Agent (as defined herein) until the Consent Settlement Date (as defined herein). Trading of such deposited Notes is not permitted until the Information and Tabulation Agent instructs DTC (as defined herein) to release the blockage as soon as practicable after the Consent Settlement Date.

This Statement does not constitute a solicitation of Consents in any jurisdiction in which, or to or from any person to or from whom, it is unlawful to make such solicitation under applicable laws. The delivery of this Statement shall not under any circumstances create any implication that the information contained herein is correct as of any time subsequent to the date hereof or that there has been no change in the information set forth herein or in any attachments hereto or in the affairs of Jababeka or any of its affiliates since the date hereof.

No person has been authorized to give any information or to make any representation not contained in this Statement (other than any information provided by the Information and Tabulation Agent, as expressly described herein) and, if given or made, such information or representation may not be relied upon as having been authorized by Jababeka or the Trustee (as defined herein).

This Statement has not been approved or disapproved by the Securities and Exchange Commission (the “SEC”) or any state securities commission, nor has the SEC or any state securities commission passed upon the fairness or merits of such transaction nor upon the accuracy or adequacy of the information contained in this Statement. Any representation to the contrary is unlawful.

To the fullest extent permitted by law, none of the solicitation agents (as defined herein) accepts any responsibility for the contents of this Statement or for any other statement, made or purported to be made by the solicitation agents or on their behalf in connection with Jababeka or the Consent Solicitation. The solicitation agents accordingly disclaim all and any liability whether arising in tort or contract or otherwise (save as referred to above) which it might otherwise have in respect of this Statement or any other statement.

Each solicitation agent and its affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or instruments and may at any time hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

Each solicitation agent and its affiliates are entitled to have or hold positions in the Notes either for their own account or for the account, directly or indirectly, of third parties and, subject to applicable law, may make or continue to make a market in, or subject to the provisions of the transaction documents relating to the

Notes (the “Notes Documentation”), vote in respect of, or act as principal in any transactions in, or relating to, or otherwise act in relation to, the Notes and may or may not, subject to the provisions of the Notes Documentation, participate in the Consent Solicitation or take any other action in respect of the Notes for its own account or for the account of third parties. Each solicitation agent is entitled to continue to hold or dispose of, in any manner it may elect, the Notes that it may hold as at today’s date or, from such date, to acquire further Notes, subject to applicable law. No such participation or non-participation by any solicitation agent should be taken by any holder of Notes or any other person as any recommendation or otherwise by any of the Jababeka, the Old Notes Issuer, the Guarantors or the solicitation agents or any person who controls, or any director, officer, representative, adviser, employee, agent or affiliate of, any such person, as the case may be, as to the merits of participating or not participating in the Consent Solicitation.

None of the solicitation agents nor any of their respective directors, officers, employees, agents or affiliates makes any representation or recommendation whatsoever regarding the Consent Solicitation or any recommendation as to whether Noteholders should participate in the Consent Solicitation.

Each solicitation agent is an agent only of the Jabaeka and owes no duty to the holder of any Note.

STATEMENT REGARDING FORWARD-LOOKING STATEMENTS

This Statement may contain forward-looking statements. Forward-looking statements are inherently subject to risks and uncertainties, many of which cannot be predicted or quantified. When used in this Statement, the words “will,” “could,” “estimates,” “expects,” “anticipates,” “believes,” “plans,” “intends” and variations of such words and similar expressions are intended to identify forward-looking statements that involve risks and uncertainties. These statements are based on certain assumptions that Jababeka has made in light of its experience in the industry as well as its perceptions of historical trends, current conditions, expected future developments and other factors it believes are appropriate in these circumstances. Jababeka believes these judgments are reasonable, but you should understand that these statements are not guarantees of performance or results, and Jababeka’s actual results could differ materially from those expressed in the forward-looking statements due to a variety of important factors, both positive and negative.

Undue reliance should not be placed on these forward-looking statements, which are applicable only as of the date hereof. Jababeka has no obligation to revise or update these forward-looking statements to reflect events or circumstances that arise after the date of this Statement or to reflect the occurrence of unanticipated events.

SOLICITED NOTES

Description of Securities	CUSIP	ISIN	Outstanding* Principal Amount as of November 8, 2022	Consent Fees	
				Early Consent Fee	Late Consent Fee
6.50% Guaranteed Senior Notes due 2023	46638AAC4 (144A) N4717BAD8 (Reg S)	US46638AAC45 (144A) USN4717BAD84 (Reg S)	US\$300,000,000	US\$2.00 per US\$1,000 in Principal Amount of Notes	US\$1.00 per US\$1,000 in Principal Amount of Notes

* As of the date of this Statement, US\$1,500,000 in aggregate principal amount of the Notes is held by or on behalf of the Issuer, Jababeka and/or their respective affiliates, which is not regarded as outstanding for the purpose of the Consent Solicitation.

INTRODUCTION

Jababeka is soliciting consents (each a “**Consent**,” and collectively, the “**Consents**”) to approve certain proposed amendments to the indenture dated as of October 5, 2016 and as supplemented and amended by a first supplemental indenture dated as of December 21, 2018 (the “**Indenture**”) governing its 6.50% Guaranteed Senior Notes due 2023 (the “**Notes**”) issued by Jababeka International B.V. (the “**Issuer**”) and guaranteed by Jababeka (together with its subsidiaries, “**we**,” “**us**” and “**our**”) and certain of its subsidiaries (collectively, the “**Guarantors**”). Jababeka is soliciting Consents from holders of Notes or their custodians, including persons who hold Notes through DTC (“**DTC Participants**” and, together with registered holders of Notes the “**Holders**” or “**Holders of Notes**”) to consent to the Proposed Amendments. The consent solicitation (the “**Consent Solicitation**”) is being made pursuant to this amended and restated consent solicitation statement dated November 21, 2022, which amends and restates the consent solicitation statement dated November 8, 2022 in its entirety (as the same may be further amended or supplemented from time to time, this “**Statement**”). Jababeka hereby solicits Consents to amend the definition of “change of control”, eliminate substantially all of the restrictive covenants and the reporting requirements, and certain of the events of default in the Indenture (the “**Proposed Amendments**”). For more information regarding the Proposed Amendments, including the purpose and effect thereof, see “Description of the Proposed Amendments to the Indenture.”

Concurrently with the Consent Solicitation, Jababeka is (a) offering to exchange the outstanding Notes (the “**Exchange Offer**”) for Jababeka’s Guaranteed Senior Notes due 2027, guaranteed by certain of Jababeka’s subsidiaries; and (b) soliciting consents to approve the Proposed Amendments to the Indenture (together with the Exchange Offer, the “**Exchange Offer and Consent Solicitation**”), pursuant to the terms of an amended and restated exchange offer and consent solicitation memorandum dated on or about the date hereof (the “**Exchange Offer Memorandum**”). Eligible Holders (as defined in the Exchange Offer Memorandum) who validly tender their Notes for exchange in the Exchange Offer will be deemed to have consented to the Proposed Amendments. **Eligible Holders of Notes wishing to participate in the Exchange Offer and Consent Solicitation should refer to the Exchange Offer Memorandum. Eligible Holders of Notes who participate in the Exchange Offer and Consent Solicitation will not be eligible to also separately participate in the Consent Solicitation with respect to the same Notes tendered pursuant to the Exchange Offer and Consent Solicitation.**

Holders of Notes must deliver valid Consents in respect of not less than a majority in aggregate principal amount of the Notes outstanding (the “**Requisite Consents**”) to approve the Proposed Amendments. If the Requisite Consents are validly delivered and the terms and conditions set forth in this Statement are satisfied or waived, the Issuer, Jababeka and The Bank of New York Mellon (the “**Trustee**”) and the other Guarantors will execute a second supplemental indenture, in the form attached hereto as Appendix A (the “**Second Supplemental Indenture**”), to the Indenture implementing the Proposed Amendments. Requisite Consents shall include the Consents validly delivered pursuant to this Consent Solicitation and consents deemed delivered pursuant to the Exchange Offer and Consent Solicitation.

Holders of Notes are requested to read and carefully consider the information contained herein and should either (i) validly deliver a Consent through DTC pursuant to its Automated Tender Offer Program (“**ATOP**”) or (ii) request the Holder's custodian to validly deliver a Consent through ATOP in accordance with the instructions set forth herein. A Holder with Notes held through a broker, dealer, commercial bank, trust company or other nominee must contact that nominee if such Holder desires to deliver Consents with respect to those Notes and promptly instruct such nominees to deliver such Consents on its behalf. DTC will then send an agent's message (as defined herein) to the Information and Tabulation Agent's DTC account. By delivering a Consent, the Holders of Notes delivering such Consent will be deemed to have consented to the Proposed Amendments as a whole.

All properly transmitted Consents received pursuant to DTC's ATOP procedures on or prior to 5:00 P.M., New York City time, on November 25, 2022 (such date and time, the “**Early Consent Deadline**”) will be eligible to receive the Early Consent Fee, subject to terms and conditions of this Statement. All properly transmitted Consents received pursuant to DTC's ATOP procedures on or prior to 11:59 P.M., New York City time, on December 7, 2022 (such date and time, the “**Consent Expiration Deadline**”) will be eligible to receive the Late Consent Fee, subject to

terms and conditions of this Statement. The delivery of Consents and any other required documents pursuant to DTC's ATOP procedures is at the election and risk of the Holder and, except as otherwise provided in this Statement, delivery will be deemed made only when DTC provides an 'agent's message' upon receipt of such consent instructions on or prior to the Early Consent Deadline or the Consent Expiration Deadline, as applicable. Full instructions for completing and returning the Consents are included in this Statement at "Solicitation Procedures — How to Consent."

Jababeka reserves the right, upon receipt of the Requisite Consents (as defined herein) to the Proposed Amendments, to consummate or not to consummate the Consent Solicitation following the Consent Expiration Deadline, subject to the terms and conditions herein. If Jababeka consummates the Consent Solicitation, Jababeka will pay, subject to the terms and conditions herein, (i) an aggregate cash payment of US\$2.00 per US\$1,000 principal amount of Notes (the "**Early Consent Fee**") for the Notes for which Consents were validly delivered on or prior to the Early Consent Deadline, (ii) an aggregate cash payment of US\$1.00 per US\$1,000 principal amount of Notes (the "**Late Consent Fee**") for the Notes for which Consents were validly delivered after the Early Consent Deadline and on or prior to the Consent Expiration Deadline and (iii) the Issuer, Jababeka and the Trustee, among others, will execute and deliver the Second Supplemental Indenture relating to the Proposed Amendments with respect to the Notes; and the Proposed Amendments with respect to the Notes will become operative in accordance with the Second Supplemental Indenture, in each case, on a date promptly following the Consent Expiration Deadline, which date is expected to be the second business day following the Consent Expiration Deadline (the "**Consent Settlement Date**").

Subject to the terms and conditions herein, neither the Early Consent Fee nor the Late Consent Fee will not become payable unless all conditions to the consummation of the Consent Solicitation and payment of the Early Consent Fee or the Late Consent Fee, as applicable, described in this Statement are satisfied or waived.

Holders of Notes for which no Consent is delivered will not receive any of the Early Consent Fee or Late Consent Fee, as applicable, even though the Proposed Amendments, if they become operative, will be applicable and binding with respect to all Holders of Notes and their transferees. The payment of the Early Consent Fee and the Late Consent Fee, as applicable, is subject to the successful consummation of the Consent Solicitation. Payment of the Early Consent Fee and the Late Consent Fee, as applicable, will be made to each DTC Participant who has delivered Consents pursuant to DTC's ATOP procedures on or prior to the Early Consent Deadline or the Consent Expiration Deadline, as applicable, and such DTC Participant should distribute the Early Consent Fee and the Late Consent Fee, as applicable, to the beneficial owners of the Notes on whose behalf such DTC Participant delivered such Consent in accordance with its procedures.

Notwithstanding anything to the contrary contained herein or in any other document related to the Consent Solicitation, Jababeka reserves the right, in its sole discretion to (i) terminate the Consent Solicitation for any reason, (ii) extend the Early Consent Deadline or the Consent Expiration Deadline, (iii) amend the terms of the Consent Solicitation, including to waive any of the conditions to the Proposed Amendments (other than the condition with respect to the receipt of the Requisite Consents) or (iv) modify the form or amount of the consideration to be paid, including the Early Consent Fee or the Late Consent Fee, as applicable, pursuant to the Consent Solicitation.

Holders of Notes wishing to deliver a Consent must temporarily deposit the related Notes with the Information and Tabulation Agent until the Consent Settlement Date. Trading of such deposited Notes is not permitted until the Information and Tabulation Agent instructs DTC to release the blockage as soon as practicable after the Consent Settlement Date.

Jababeka has appointed Morrow Sodali Ltd. as information and tabulation agent (the "**Information and Tabulation Agent**") with respect to the Consent Solicitation. None of The Bank of New York Mellon (the "**Trustee**"), the solicitation agents and the Information and Tabulation Agent makes any recommendation as to whether or not Holders of Notes should deliver Consents in response to the Consent Solicitation.

The solicitation agents for the Consent Solicitation (the "**solicitation agents**") are J.P. Morgan Securities plc, Mandiri Securities Pte. Ltd., Standard Chartered Bank (Singapore) Limited and UBS AG Singapore Branch.

SUMMARY TIMETABLE

The following summarizes the current schedule for the Consent Solicitation. This summary is qualified in its entirety by, and should be read in conjunction with, the more detailed information appearing elsewhere in this Statement.

These dates are indicative only. We reserve the right to extend the dates below. In such a case, the announcement of the results of the Consent Solicitation, will be adjusted accordingly.

In relation to the times and dates indicated herein, Holders holding Notes in DTC participants should note the particular practices and policies of the relevant DTC participant regarding their communications deadlines, which will determine the latest time at which Consents may be delivered to the relevant DTC participant (which may be earlier than the deadlines herein) so that they are received by us within the deadlines set forth herein.

All references in this Statement to times are to New York City time, unless stated otherwise.

Date	Event
November 8, 2022	Commenced the Consent Solicitation and announced via SGXNET and through DTC. The consent solicitation statement dated November 8, 2022 was made available to the Holders of the Notes via the Consent Website.
November 25, 2022 (5.00 p.m. New York City time)	Early Consent Deadline. Subject to the terms and conditions herein, Holders of the Notes who validly deliver Consents on or prior to the Early Consent Deadline are eligible to receive the Early Consent Fee. Announcements will be submitted via SGXNET and through DTC.
November 28, 2022	Announcement of the total amount of consents received on or prior to the Early Consent Deadline.
December 7, 2022 (11.59 p.m. New York City time)	Consent Expiration Deadline. Deadline for the receipt of all Consents. Subject to the terms and conditions herein, Holders of the Notes who validly deliver consents after the Early Consent Deadline and on or prior to the Consent Expiration Deadline are eligible to receive the Late Consent Fee. Any consents delivered after the Consent Expiration Deadline will not be accepted by Jababeka.
December 8, 2022	Announcement of the total amount of Consents received on or prior to the Consent Expiration Deadline (if the Consent Expiration Deadline has not been extended). Announcements will be submitted via SGXNET and through DTC.
No later than December 9, 2022	Consent Settlement Date.

If Jababeka receives the Requisite Consents to the Proposed Amendments, the settlement date on which (i) the Early Consent Fee is to be delivered to the Holders of Notes for which Consents have been validly delivered on or prior to the Early Consent Deadline, subject to the terms and conditions herein and (ii) the Late Consent Fee is to be delivered to the Holders of Notes for which Consents were validly delivered after the Early Consent Deadline and on or prior to the Consent Expiration Deadline, subject to the terms and conditions herein. Jababeka and the Trustee, among others, will execute the Second Supplemental Indenture, and the Proposed Amendments shall thereafter become operative.

SUMMARY

The following summary is provided for the convenience of the Holders of Notes. This section does not contain all of the information that may be important to you. You should carefully read this Statement to fully understand the terms of the Proposed Amendments, as well as the other considerations that are important to you in deciding whether to deliver your Consent. All capitalized terms used but not defined in this section are defined in other sections of this Statement. References to agreements in the following summary are to such agreements as amended, modified or supplemented as of the date hereof.

Issuer	Jababeka International B.V.
Notes	6.50% Guaranteed Senior Notes due 2023 ISIN: US46638AAC45 (144A), USN4717BAD84 (Reg S) CUSIP: 46638AAC4 (144A), N4717BAD8 (Reg S)
The Consent Solicitation	We are soliciting the Consent from Holders of Notes in respect of not less than a majority of the outstanding aggregate principal amount of the Notes to amend certain terms of the Indenture. The Proposed Amendments would amend the definition of “change of control”, eliminate substantially all of the restrictive covenants and the reporting requirements, and certain of the events of default in the Indenture. The Requisite Consents are required in order for the Proposed Amendments to be adopted and the Proposed Amendments will become operative once the Second Supplemental Indenture has been executed and become effective in accordance with its terms and payment of the Early Consent Fee and the Late Consent Fee is completed. All Consents delivered will be deemed to be Consents to the Proposed Amendments as a whole.
Concurrent Exchange Offer	Concurrently with the Consent Solicitation, Jababeka is (a) offering to exchange the outstanding Notes (the “Exchange Offer”) for Jababeka’s Guaranteed Senior Notes due 2027, guaranteed by certain of Jababeka’s subsidiaries; and (b) soliciting consents to approve the Proposed Amendments to the Indenture (together with the Exchange Offer, the “Exchange Offer and Consent Solicitation”), in each case, pursuant to the terms of the Exchange Offer Memorandum. Eligible Holders (as defined in the Exchange Offer Memorandum) who validly tender their Notes for exchange in the Exchange Offer and Consent Solicitation will be deemed to have consented to the Proposed Amendments. Eligible Holders of Notes wishing to participate in the Exchange Offer and Consent Solicitation should refer to the Exchange Offer Memorandum. Eligible Holders of Notes who participate in the Exchange Offer and Consent Solicitation will not be eligible to also separately participate in the Consent Solicitation with respect to the same Notes tendered pursuant to the Exchange Offer and Consent Solicitation. The documents in relation to the Exchange Offer and Consent Solicitation are available on the Exchange Website: https://projects.morrowsodali.com/jababekaexchange.
Purpose of the Consent Solicitation	The purpose of the Consent Solicitation is to adopt the Proposed Amendments.

Early Consent Fee	US\$2.00 per US\$1,000 in Principal Amount of Notes. All Holders of Notes who validly deliver a Consent to the Proposed Amendments on or prior to the Early Consent Deadline, will receive the Early Consent Fee for each US\$1,000 principal amount of outstanding Notes held by such Holder for providing such Consent, subject to the conditions set forth herein.
Late Consent Fee	US\$1.00 per US\$1,000 in Principal Amount of Notes. All Holders of Notes who validly deliver a Consent to the Proposed Amendments after the Early Consent Deadline and on or prior to the Consent Expiration Deadline, will receive the Late Consent Fee for each US\$1,000 principal amount of outstanding Notes held by such Holder for providing such Consent, subject to the conditions set forth herein.
Consent Settlement Date	With respect to Notes for which consents have been validly delivered on or prior to the Early Consent Deadline, payment of the Early Consent Fee will be made on the Consent Settlement Date, subject to the terms and conditions herein. With respect to Notes for which consents have been validly delivered after the Early Consent Deadline and on or prior to the Consent Expiration Deadline, payment of the Late Consent Fee will be made on the Consent Settlement Date, subject to the terms and conditions herein. The Consent Settlement Date is expected to be the second business day following the Consent Expiration Deadline, which is expected to be no later than December 9, 2022. Holders agree that by delivering Consents in the Consent Solicitation and upon receipt of an agent's message from DTC, such Holder's Notes will be blocked in the relevant account at DTC. The consenting holder's position cannot be sold or transferred until the Consent Settlement Date.
Early Consent Deadline	5:00 P.M., New York City time, on November 25, 2022, unless extended or earlier terminated in our sole discretion.
Consent Expiration Deadline.....	11:59 P.M., New York City time, on December 7, 2022, unless extended or earlier terminated in our sole discretion.
Withdrawal and Revocation	Instructions in connection with the Consent Solicitation are revocable at any time up to (and including) the Early Consent Deadline but are irrevocable after the Early Consent Deadline. Once you deliver a Consent, you may not revoke your Consent after the Early Consent Deadline. See "Solicitation Procedures — Revocation of Consents."
Minimum Denomination for Consents.....	US\$200,000 and integral of US\$1,000 in excess thereof.
Holders Eligible to Participate	All Holders of outstanding Notes will be eligible to participate in the Consent Solicitation. Eligible Holders of Notes who participate in the Exchange Offer and Consent Solicitation will not be eligible to also separately participate in the Consent Solicitation with respect to the same Notes tendered pursuant to the Exchange Offer and Consent Solicitation.
Conditions to the Consent Solicitation.....	Our obligation to consummate the Consent Solicitation is conditioned upon the following: • we have received Consents being validly delivered by Holders

	of Notes in the Consent Solicitation, which, together with the consents delivered or deemed delivered pursuant to the Exchange Offer and Consent Solicitation, are in respect of an amount representing at least 90.0% of the outstanding aggregate principal amount of Notes; • we have received Requisite Consents to the Proposed Amendments; • we have received all valid consents required by Jababeka and its subsidiaries, including the Issuer, for the consummation of the Consent Solicitation, from third parties, including the lenders of Jababeka or any of its subsidiaries; and • the other conditions described in “Solicitation Procedures—Consent General Conditions” have been satisfied or waived. We may terminate or withdraw the Consent Solicitation if any of the terms and conditions are not satisfied or waived on or prior to the Consent Settlement Date. We may also extend the Consent Solicitation from time to time until the conditions are satisfied or waived. We reserve the right to amend, modify or waive (except we may not waive the condition with respect to the receipt of the Requisite Consents), at any time, the terms and conditions of Consent Solicitation, subject to applicable law.
Procedures for Delivering Consents	To deliver a Consent with respect to the Notes, a Holder must validly deliver a Consent on or prior to the Consent Expiration Deadline pursuant to the procedures described herein.
Automated Tender Offer Program (“ATOP”)	Each Holder of Notes wishing to participate in the Consent Solicitation should transmit its Consent through the Automated Tender Offer Program (“ ATOP ”) of The Depository Trust Company (“ DTC ”) as described below, prior to the Consent Expiration Deadline. See “Solicitation Procedures — How to Consent.”
Consenting through a Custodian	If you wish to participate in the Consent Solicitation and your Notes are held by a custodial entity, such as a bank, broker, dealer, trust company or other nominee, you must instruct that custodial entity to deliver your Consents on your behalf pursuant to the procedures of that custodial entity. Custodial entities that are participants in DTC (“DTC Participants”) must deliver Consents through ATOP, by which the custodial entity and the beneficial owner on whose behalf the custodial entity is acting agree to be bound by this Statement. Beneficial owners of Notes who hold such Notes through Euroclear Bank S.A./N.V. (“Euroclear”) or Clearstream Banking S.A. (“Clearstream”) must follow the procedures established by Euroclear or Clearstream, for delivering Consents in the Consent Solicitation. Holders of Notes delivering Consents through DTC's ATOP

procedures must transmit Consents to the Proposed Amendments on or prior to the Early Consent Deadline or after the Early Consent Deadline and on or prior to the Consent Expiration Deadline, as applicable. DTC will verify acceptance of the consent instruction, execute a book-entry record of the delivered Consents into the account of the Information and Tabulation Agent at DTC and send to the Information and Tabulation Agent a “book-entry confirmation”, which shall include an agent's message. An “agent's message” is a message, transmitted by DTC to, and received by, the Information and Tabulation Agent and forming part of a book-entry confirmation, which states that DTC has received an express acknowledgement from a DTC Participant delivering Consents to the Proposed Amendments that the participant has received and agrees to be bound by the terms of the Consent Solicitation, and that Jababeka may enforce such agreement against the DTC Participant. Delivery of the agent's message by DTC will satisfy the terms of the Consent Solicitation as to execution and delivery of a Consent by the DTC Participant identified in the agent's message.

For further information, Holders of Notes should contact the solicitation agents or the Information and Tabulation Agent at their respective telephone numbers and addresses set forth on the back cover page of this Statement or consult their broker, dealer, commercial bank, trust company or nominee for assistance.

No guaranteed delivery procedures are being offered in connection with the Consent Solicitation. You must deliver your Consent in respect of the Consent Solicitation on or prior to the Early Consent Deadline in order to receive the Early Consent Fee or after the Early Consent Deadline and on or prior to the Consent Expiration Deadline in order to receive the Late Consent Fee. Holders must allow sufficient time for completion of the delivery procedures during normal business hours of DTC.

Consequences of Failure to Deliver

Consents

Holders of Notes for which no Consent is delivered will not receive any of the Early Consent Fee or Late Consent Fee, as applicable, even though the Proposed Amendments, if they become effective, will be applicable and binding with respect to all Holders of Notes and their transferees.

Extension, Amendments

and Termination

To the extent we are legally permitted to do so, we expressly reserve the absolute right to (i) waive certain conditions to the Consent Solicitation (except we may not waive the condition with respect to the receipt of the Requisite Consents), (ii) amend any of the terms of the Consent Solicitation and (iii) modify the consideration offered. Any amendment to the Consent Solicitation will apply to all Consents delivered, regardless of when or in what order such Consents were delivered, subject to applicable law. If we make a material change in the terms of the Consent Solicitation, we will issue a press release setting forth such changes or other public announcement, disseminate additional offer materials, if appropriate, and will extend the Consent Solicitation to the extent required by law. We have the right, in our sole discretion, to extend the Early Consent Deadline, the Consent Expiration Deadline and any other

dates.

Additionally, we expressly reserve the right, in our absolute discretion, to terminate the Consent Solicitation at any time if any of the terms and conditions to the Consent Solicitation are not satisfied or waived on or prior to the Consent Settlement Date. In the event that the Consent Solicitation is terminated, withdrawn or otherwise not consummated on or prior to the Consent Settlement Date, no consideration will be paid or become payable.

Taxation.....

For a discussion of certain United States federal income tax consequences of the Consent Solicitation and other tax matters, see “Taxation—Consequences to Consenting United States Holders.”

Brokerage Commissions

No brokerage commissions are payable by the Holders of the Notes to us, the solicitation agents or the Information and Tabulation Agent.

Solicitation Agents.....

J.P. Morgan Securities plc, Mandiri Securities Pte. Ltd., Standard Chartered Bank (Singapore) Limited and UBS AG Singapore Branch. You can find the address and telephone number for the solicitation agents on the back cover of this Statement.

Information and Tabulation Agent.....

Morrow Sodali Ltd. has been appointed as the Information and Tabulation Agent for the Consent Solicitation. You can find the address and telephone number for the Information and Tabulation Agent on the back cover of this Statement.

Consent Website

The website: <https://projects.morrowsodali.com/jababekaconsent> operated by the Information and Tabulation Agent for the purpose of this Consent Solicitation.

Trustee.....

The Bank of New York Mellon is the trustee of the Notes appointed under the Indenture (the “Trustee”).

Further Information.....

Questions about the terms of the Consent Solicitation should be directed to the solicitation agents and the Information and Tabulation Agent.

If you have questions regarding consent procedures or require additional copies of this Statement, please contact the Information and Tabulation Agent.

Beneficial owners may also contact their brokers, dealers, commercial banks, trust companies or other nominee for assistance concerning the Consent Solicitation.

ALL DOCUMENTATION RELATING TO THE CONSENT SOLICITATION, TOGETHER WITH ANY UPDATES, WILL BE AVAILABLE VIA THE CONSENT WEBSITE:

<https://projects.morrowsodali.com/jababekaconsent>

DESCRIPTION OF THE PROPOSED AMENDMENTS TO THE INDENTURE

The Proposed Amendments would delete the covenants listed below and references thereto in their entirety from the Indenture, as well as the event of default provisions, defined terms and other references related to such covenants, made irrelevant as a result of their deletion:

Section 4.03.....	<i>Government Approvals and Licenses; Compliance with Law</i>
Section 4.04.....	<i>Maintenance of Insurance</i>
Section 4.05.....	<i>Limitation on Indebtedness and Preferred Stock</i>
Section 4.06.....	<i>Limitation on Restricted Payments</i>
Section 4.07.....	<i>Limitation on Liens</i>
Section 4.08.....	<i>Limitation on Sale and Leaseback Transactions</i>
Section 4.09.....	<i>Limitation on Dividend and Other Payment Restrictions Affecting Restricted Subsidiaries</i>
Section 4.10.....	<i>Limitation on Sales and Issuances of Capital Stock in Restricted Subsidiaries</i>
Section 4.11.....	<i>Limitation on Issuances of Guarantees by Restricted Subsidiaries</i>
Section 4.13.....	<i>Limitation on Asset Sales</i>
Section 4.14.....	<i>Limitation on Transactions With Shareholders and Affiliates</i>
Section 4.15.....	<i>Limitation on the Parent Guarantor's Business Activities</i>
Section 4.16.....	<i>Use of Proceeds</i>
Section 4.17.....	<i>Designation of Restricted and Unrestricted Subsidiaries</i>
Section 4.19.....	<i>Provision of Financial Statements, Reports and Compliance Certificate (except Sections 4.19(b)(ii) and 4.19(c))</i>
Section 4.21.....	<i>Limitation on the Activities of the Company</i>
Section 4.22.....	<i>Amendments to or Prepayments of the Intercompany Loans</i>
Section 5.01.....	<i>Consolidation, Merger and Sale of Assets</i>
Section 6.01 (c), (e) and (f).....	<i>Events of Default</i>
Section 7.11.....	<i>Corporate Trustee Required; Eligibility</i>

In addition, the Proposed Amendments would amend the Indenture as shown below (added text: added text, deleted text: ~~deleted text~~):

1. The definition of “Affiliate” in Section 1.01 (Definitions) would be amended as follows:

““Affiliate” means, with respect to any Person, any other Person (1) directly or indirectly controlling, controlled by, or under direct or indirect common control with, such Person; (2) who is a director, commissioner or officer of such Person or any Subsidiary of such Person or of any Person referred to in clause (1) of this definition; or (3) who is a spouse or any ~~person cohabiting as a spouse~~ cohabitee, child or step-child, parent or step-parent, brother, sister, step-brother or step-sister, parent-in-law, grandchild, grandparent, uncle, aunt, nephew ~~or~~ or niece ~~or immediate family member~~ of a Person described in clause (1) or (2). For purposes of this definition, “control” (including, with correlative meanings, the terms “controlling,” “controlled by” and “under common control with”), as applied to any Person, means the

possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise.”

2. Paragraph (3) of the definition of “Change of Control” in Section 1.01(Definitions) would be amended as follows:

“(3) (i) the Permitted Holders are together the beneficial owners of less than 35% of the total voting power of the Voting Stock of the Company and (ii) any “person” or “group” (as such terms are used in Sections 13(d) and 14(d) of the Exchange Act) other than the Permitted Holders is or becomes the “beneficial owner” (as such term is used in Rule 13d-3 of the Exchange Act), directly or indirectly, of total voting power of the Voting Stock of the Company greater than such total voting power held beneficially by the Permitted Holders;”.

3. The definition of “Permitted Holders” in Section 1.01 (Definitions) would be amended as follows:

““Permitted Holders” means any or all of the following:

- (1) Mr. Setyono Djuandi Darmono and Mr. Hadi Rahardja;~~and~~
- (2) any estate, trust or beneficiary of any Person specified in clause (1) of this definition or the legal representative of any such Person or any of the foregoing; and
- ~~(2)(3)~~ any Affiliate (other than an Affiliate as defined in clause (2) or (3) of the definition of Affiliate) of a Person specified in clause (1) of this definition.”

4. Section 4.19(b) (Provision of Financial Statements, Reports and Compliance Certificate) would be amended as follows:

- “(b) In addition, so long as any of the Notes remain outstanding, the Parent Guarantor will provide to the Trustee ~~(i) within 90 days after the close of each fiscal year, an Officers’ Certificate stating the amount of Priority Indebtedness, the amount of Consolidated EBITDA and Consolidated Asset of all Restricted Subsidiaries that are not Subsidiary Guarantors and the Fixed Charge Coverage Ratio in each case with respect to the four most recent fiscal quarters and showing in reasonable detail the calculation of the Fixed Charge Coverage Ratio, including the arithmetic computations of each component of the Fixed Charge Coverage Ratio, with a certificate from the Parent Guarantor’s external auditors verifying the accuracy and correctness of the calculation and arithmetic computation; and (ii) as soon as possible and in any event within 30 days after the Parent Guarantor becomes aware or should reasonably become aware of the occurrence of a Default, an Officers’ Certificate setting forth the details of the Default, and the action which the Parent Guarantor proposes to take with respect thereto.~~
- (c) Delivery of reports and information to the Trustee (other than Officers’ Certificates addressed to the Trustee) is for informational purposes only and the Trustee’s receipt of them will not constitute constructive notice of any information contained therein or determinable from information contained therein, including the Company or any Guarantor’s compliance with any of its or their covenants hereunder (as to which the Trustee is entitled to rely exclusively on Officers’ Certificates).”

5. Sub-section (ii) of Section 7.07(a) (Replacement of Trustee) would be amended as follows:

“(ii) The Company may remove the Trustee if: (A) the Trustee is adjudged a bankrupt or an insolvent; (B) a receiver or other public officer takes charge of the Trustee or its property; ~~or~~ (C) the Trustee becomes incapable of acting; or (D) the Trustee refuses to continue to act as the Trustee for the purpose of compliance

with any sanction enforced by the U.S. Government (including the Office of Foreign Assets Control of the U.S. Department of the Treasury) or any similar regulation or enactment promulgated by a relevant authority.”

6. Section 9.05 (No Payments for Consents) would be amended as follows:

“SECTION 9.05 No Payments for Consents

The Parent Guarantor will not, and shall not permit any of its Subsidiaries to, directly or indirectly, pay or cause to be paid any consideration, whether by way of interest, fee or otherwise, to any Holder for or as an inducement to any consent, waiver or amendment of any of the terms or provisions of this Indenture or the Notes unless such consideration is offered to be paid or is paid to all Holders that consent, waive or agree to amend such term or provision within the time period set forth in the solicitation documents relating to such consent, waiver or amendment. In any offer or payment of consideration for, or as an inducement to, any consent, waiver or amendment of any of the terms or provisions of this Indenture or the Notes, the Company, the Parent Guarantor and any of its Restricted Subsidiaries may exclude (a) in connection with an exchange offer, holders or beneficial owners of the Notes that are not “qualified institutional buyers” as defined in Rule 144A under the Securities Act, and (b) in connection with any consent, waiver or amendment, holders or beneficial owners of the Notes in any jurisdiction where the inclusion of such holders or beneficial owners would require the Company, the Parent Guarantor or any of its Restricted Subsidiaries to (i) file a registration statement, prospectus or similar document or subject the Company, the Parent Guarantor or any of its Restricted Subsidiaries to ongoing periodic reporting or similar requirements under any securities laws (including but not limited to, the United States federal securities laws and the laws of the European Union or its member states), (ii) qualify as a foreign corporation or other entity as a dealer in securities in such jurisdiction if it is not otherwise required to so qualify, (iii) generally consent to service of process in any such jurisdiction or (iv) subject the Company, the Parent Guarantor or any of its Restricted Subsidiaries to taxation in any such jurisdiction if it is not otherwise so subject, or the solicitation of such consent, waiver or amendment from, or the granting of such consent or waiver, or the approval of such amendment by, holders or beneficial owners in such jurisdiction would be unlawful, in each case as determined by the Company in its sole discretion.”

The Proposed Amendments will also make certain other changes to the Indenture of a technical or conforming nature, including the deletion of those definitions from the Indenture that are used only in provisions that would be eliminated as a result of the elimination or modification of the foregoing provisions. Cross references to the provisions in the Indenture that have been deleted as a result of the Proposed Amendments will be revised to reflect such deletions.

CERTAIN SIGNIFICANT CONSIDERATIONS IN CONNECTION WITH THE CONSENT SOLICITATION

If we receive Requisite Consents, Holders who do not provide Consents will be subject to the provisions of the Proposed Amendments

If the Requisite Consents to the Proposed Amendments are provided on or prior to the Consent Expiration Deadline, the rights of all Holders, upon execution and delivery of the Second Supplemental Indenture and payment of the Early Consent Fee or the Late Consent Fee, as applicable, will be subject to the provisions of the Proposed Amendments, including those Holders that have not provided their Consents. If a Holder does not deliver its Consent to the Proposed Amendments on or prior to the Early Consent Deadline or after the Early Consent Deadline and on or prior to the Consent Expiration Deadline, such Holder will not receive any of the Early Consent Fee or Late Consent Fee, as applicable, whether or not the Requisite Consents are received.

If the Proposed Amendments become effective, Holders of the Notes will no longer benefit from the protections provided by the existing restrictive covenants and other provisions.

The Proposed Amendments to the Indenture governing the Notes would amend the definition of “change of control”, eliminate certain terms of the Indenture including eliminating substantially all of the restrictive covenants, the reporting covenants, and certain events of default. See “Description of the Proposed Amendments to the Indenture”. If the Proposed Amendments become effective, Holders of Notes that remain outstanding after the completion of the Consent Solicitation will no longer be entitled to the benefit of those covenants and certain other provisions. The elimination of these provisions will permit us to take certain actions previously prohibited without needing to obtain the consent of any holder of the Notes, which could be materially adverse to the interest of the Holders of the Notes generally and to the interest of the individual Holders of the Notes. Those actions could increase the credit risks associated with us, as well as adversely affect the market price and credit rating of the Notes that remain outstanding.

The Consent Solicitation instructions are irrevocable after the Early Consent Deadline.

Delivery of consent instructions through DTC's ATOP procedures are revocable at any time up to (and including) the Early Consent Deadline but will be irrevocable after the Early Consent Deadline. You should carefully inform yourself of the considerations relevant to the Consent Solicitation prior to consenting to the Proposed Amendments pursuant to the Consent Solicitation.

There can be no assurance that the conditions to the Consent Solicitation may be satisfied or waived.

The successful consummation of the Consent Solicitation and the payment of any of the Early Consent Fee or Late Consent Fee, as applicable, are subject to the satisfaction or waiver by Jababeka of certain conditions. There can be no assurance that such conditions will be satisfied or waived. If those conditions are not satisfied or waived and the Consent Solicitation is not successfully consummated, then no Holders will receive the Early Consent Fee or the Late Consent Fee, as applicable.

Holders are responsible for complying with the procedures of the Consent Solicitation.

Each Holder is responsible for complying with all of the procedures for submitting a Consent. None of the Issuer, Jababeka and its subsidiaries, the solicitation agents, the Information and Tabulation Agent or the Trustee assumes any responsibility for informing the Holders of irregularities with respect to any Consent.

Holders are responsible for assessing the merits of the Consent Solicitation.

Each Holder is responsible for assessing the merits of the Consent Solicitation. None of the Issuer, Jababeka and its subsidiaries, the solicitation agents, the Information and Tabulation Agent or the Trustee, nor any director, officer, employee, agent or affiliate thereof, has made or will make any assessment of the merits of the Consent Solicitation or of the impact of the Consent Solicitation on the interests of the Holders either as a class or as individuals or makes any recommendation as to whether a Holder should consent to the Proposed Amendments.

Effect of failure to obtain Requisite Consents or satisfy other conditions.

If the Requisite Consents are not received or the other conditions described in this Statement are not satisfied or waived on or prior to the Consent Settlement Date, Jababeka may have difficulty refinancing the Notes, as they become due which may have a material and adverse effect on the Holders.

SOLICITATION PROCEDURES

General

In order for the Proposed Amendments to become effective, Jababeka must receive the Requisite Consents. Requisite Consents shall include the Consents validly delivered pursuant to the Consent Solicitation and consents deemed delivered pursuant to the Exchange Offer and Consent Solicitation. If the Second Supplemental Indenture is executed and becomes effective and the Proposed Amendments become operative, the Proposed Amendments will be binding on all Holders and their successors and transferees, whether or not such Holders consented to the Proposed Amendments. Upon submission of consent instructions through ATOP, the related Notes will be temporarily deposited with the Information and Tabulation Agent in a contra-CUSIP number established by DTC until the Consent Settlement Date. Trading of such deposited Notes is not permitted. After receipt of an agent's message from DTC, the consenting Holder's position cannot be sold or transferred until after the Consent Settlement Date. The Information and Tabulation Agent will instruct DTC to release the positions as soon as practicable but no later than three business days after the Consent Settlement Date and not exceeding forty-five (45) calendar days from the date hereof. In the event of the termination by Jababeka of the Consent Solicitation, the Information and Tabulation Agent will return all Notes as to which Consents were delivered as promptly as practicable.

Jababeka reserves the right, upon receipt of the Requisite Consents (as defined herein) to the Proposed Amendments, to consummate or not to consummate the Consent Solicitation following the Consent Expiration Deadline, subject to the terms and conditions herein. If Jababeka consummates the Consent Solicitation, Jababeka will pay, subject to the terms and conditions herein, (i) the Early Consent Fee for the Notes for which Consents were validly delivered on or prior to the Early Consent Deadline, (ii) the Late Consent Fee for the Notes for which Consents were validly delivered after the Early Consent Deadline and on or prior to the Consent Expiration Deadline and (iii) the Issuer, Jababeka and the Trustee, among others, will execute and deliver the Second Supplemental Indenture relating to the Proposed Amendments with respect to the Notes and the Proposed Amendments with respect to the Notes will become operative in accordance with the Second Supplemental Indenture, in each case, on the Consent Settlement Date.

Concurrently with the Consent Solicitation, Jababeka is offering to exchange the outstanding Notes for Jababeka's Guaranteed Senior Notes due 2027, guaranteed by certain of Jababeka's subsidiaries, pursuant to the terms of the Exchange Offer Memorandum. Eligible Holders who validly tender their Notes for exchange in the Exchange Offer and Consent Solicitation will be deemed to have consented to the Proposed Amendments. **Eligible Holders of Notes wishing to participate in the Exchange Offer and Consent Solicitation should refer to the Exchange Offer Memorandum. Eligible Holders of Notes who participate in the Exchange Offer and Consent Solicitation will not be eligible to also separately participate in the Consent Solicitation with respect to the same Notes tendered pursuant to the Exchange Offer and Consent Solicitation.**

Consent Fees

Upon receipt by the Information and Tabulation Agent on or prior to the Early Consent Deadline of the Requisite Consents and Jababeka having not otherwise terminated the Consent Solicitation on or prior to the Early Consent Deadline, Jababeka will pay, promptly following the satisfaction or, where allowed, waiver by Jababeka in its sole discretion of the terms and conditions described herein, to each Holder who delivered a valid Consent through DTC's ATOP procedures on or prior to the Early Consent Deadline, a one-time cash payment of US\$2.00 per US\$1,000 in principal amount of Notes held by such consenting Holder (and to which such Consent relates) on the Consent Settlement Date.

Upon receipt by the Information and Tabulation Agent after the Early Consent Deadline and on or prior to the Consent Expiration Deadline of the Requisite Consents and Jababeka having not otherwise terminated the Consent Solicitation on or prior to the Consent Expiration Deadline, Jababeka will pay, promptly following the satisfaction or, where allowed, waiver by Jababeka in its sole discretion of the terms and conditions described herein, to each Holder who delivered a valid Consent through DTC's ATOP procedures after the Early Consent Deadline and on or prior to

the Consent Expiration Deadline, a one-time cash payment of US\$1.00 per US\$1,000 in principal amount of Notes held by such consenting Holder (and to which such Consent relates) on the Consent Settlement Date.

Consents will expire if the Requisite Consents to the Proposed Amendments have not been obtained on or prior to the Consent Expiration Deadline (which term includes any extension of the original Consent Expiration Deadline). Interest will not accrue on or be payable with respect to any of the Early Consent Fee or Late Consent Fee, as applicable.

How to Consent

A Holder of Notes wishing to participate in the Consent Solicitation must transmit its consent instruction through DTC's ATOP procedures on or prior to the Early Consent Deadline or after the Early Consent Deadline and on or prior to the Consent Expiration Deadline, as applicable. DTC will verify acceptance of the Consent, execute a book-entry record of the delivered Consent into the account of the Information and Tabulation Agent at DTC and send to the Information and Tabulation Agent a "book-entry confirmation", which shall include an agent's message. An "agent's message" is a message, transmitted by DTC to, and received by, the Information and Tabulation Agent and forming part of a book-entry confirmation, which states that DTC has received an express acknowledgement from a DTC Participant delivering Consents to the Proposed Amendments that the DTC Participant has received and agrees to be bound by the terms of the Consent Solicitation and that Jababeka may enforce such agreement against the DTC Participant. Delivery of the agent's message by DTC will satisfy the terms of the Consent Solicitation as to execution and delivery of a Consent by the DTC Participant identified in the agent's message.

If the Notes are registered in the name of a broker, dealer, commercial bank, trust company or other nominee and the beneficial owner of the Notes wishes to consent to the Proposed Amendments, the beneficial owner must promptly contact and instruct such registered Holder to deliver a Consent pursuant to DTC's ATOP procedures on the beneficial owner's behalf. The Information and Tabulation Agent will not accept Consents delivered by beneficial owners directly to the Information and Tabulation Agent. Any beneficial owner of the Notes registered in the name of a DTC Participant may direct the DTC Participant through which such beneficial owner's Notes are held to deliver a Consent pursuant to DTC's ATOP procedures on such beneficial owner's behalf. Please contact your DTC Participant for more information regarding any procedures or rules applicable to and/or imposed by your DTC Participant.

The delivery of Consents and any other required documents pursuant to DTC's ATOP procedures is at the election and risk of the Holder and, except as otherwise provided in this Statement, delivery will be deemed made only when DTC provides an 'agent's message' upon receipt of such Consent instructions on or prior to the Early Consent Deadline or after the Early Consent Deadline and on or on or prior to the Consent Expiration Deadline, as applicable.

Beneficial owners of Notes who hold such Existing Notes through Euroclear or Clearstream must follow the procedures established by Euroclear or Clearstream, for delivering Consents in the Consent Solicitation.

Blocking of Notes held through the DTC

Holders of Notes wishing to deliver a Consent must temporarily deposit the related Notes with the Information and Tabulation Agent in a contra-CUSIP number established by DTC until the Consent Settlement Date. Trading of such deposited Notes is not permitted. A Holder will agree that by delivering Consents in the Consent Solicitation and upon receipt of an agent's message from DTC, the Holder's Notes will be blocked in the relevant account at DTC. The consenting Holder's position will remain blocked and cannot be sold or transferred until the Consent Settlement Date. The Information and Tabulation Agent will instruct DTC to release the positions as soon as practicable but no later than three business days after the Consent Settlement Date and not exceeding forty-five (45) calendar days from the date hereof. In the event of the termination by Jababeka of the Consent Solicitation, the Information and Tabulation Agent will return all Notes as to which Consents were delivered as promptly as practicable.

Beneficial owners who hold such Notes through Euroclear or Clearstream must submit an electronic

instruction to Euroclear or Clearstream to deliver a Consent and block the Securities to which such Consent relates.

Determination of Validity

All questions as to the validity, form, eligibility (including time of receipt) and acceptance of any delivered Consent pursuant to any of the procedures described above shall be determined by Jababeka, in its sole discretion (which determination shall be final and binding). Jababeka reserves the absolute right to reject any or all deliveries of any Consent determined by it not to be in proper form or the acceptance of which would, in Jababeka's opinion, be unlawful. Jababeka also reserves the absolute right, in its sole discretion, to waive any defect or irregularity as to any delivery of any Consent of any particular Holder, whether or not similar defects or irregularities are waived in the case of other Holders. Jababeka's interpretation of the terms and conditions of the Consent Solicitation, including the instructions to the Consent, shall be final and binding. Any defect or irregularity in connection with deliveries of Consents must be cured within such time as Jababeka determines, unless waived by Jababeka. Deliveries of Consents shall not be deemed to have been made until all defects and irregularities have been waived by Jababeka or cured. None of Jababeka or any of its subsidiaries, the solicitation agents, the Information and Tabulation Agent, or any other person shall be under any duty to give notification to any holder of any defects or irregularities in deliveries of Consents or shall incur any liability for failure to give any such notification.

Early Consent Deadline; Consent Expiration Deadline; Extensions; Amendment

The Early Consent Deadline shall occur at 5:00 P.M., New York City time, on November 25, 2022, unless extended or earlier terminated in our sole discretion. The Consent Expiration Deadline shall occur at 11:59 P.M., New York City time, on December 7, 2022, unless extended or earlier terminated in our sole discretion. Jababeka may, in its sole discretion, extend the Early Consent Deadline and/or the Consent Expiration Deadline. In order to extend the Early Consent Deadline and/or the Consent Expiration Deadline, Jababeka will notify the Information and Tabulation Agent of any extension by telephonic or written notice and will make (or cause to be made) an announcement thereof no later than 9:00 A.M., New York City time, on the first business day after such previously scheduled deadline. Such announcements may state that Jababeka is extending the Consent Solicitation for a specified period of time or on a daily basis. Failure of any Holder or beneficial owner of Notes to be so notified will not affect the extension of the Consent Solicitation.

Notwithstanding anything to the contrary contained herein or in any other document related to the Consent Solicitation, Jababeka reserves the right, in its sole discretion to (i) terminate the Consent Solicitation for any reason, (ii) extend the Early Consent Deadline or the Consent Expiration Deadline, (iii) amend the terms of the Consent Solicitation, including to waive any of the conditions to the Proposed Amendments (other than the condition with respect to the receipt of the Requisite Consents) or (iv) modify the form or amount of the consideration to be paid, including the Early Consent Fee or the Late Consent Fee, as applicable, pursuant to the Consent Solicitation.

If the Consent Solicitation or this Statement is amended prior to the Consent Settlement Date in a manner determined by Jababeka, in its sole discretion, to constitute a material change to the terms of the Consent Solicitation, Jababeka will promptly disseminate additional Consent Solicitation materials and, if necessary, extend the Early Consent Deadline or the Consent Expiration Deadline, as applicable, for a period deemed by Jababeka to be adequate to permit Holders to consider such amendments. An extension by Jababeka of the Early Consent Deadline or the Consent Expiration Deadline, as applicable, shall not constitute a material change with respect to Holders of Notes for whom the Early Consent Deadline or the Consent Expiration Deadline, as applicable, has not been extended.

Without limiting the manner in which Jababeka may choose to make any announcement of any extension, amendment or termination of the Consent Solicitation, Jababeka shall have no obligation to publish, advertise, or otherwise communicate any such announcement, other than by complying with any applicable notice provisions of the Indenture.

Consent General Conditions

Notwithstanding any other provisions of the Consent Solicitation or any extension of the Consent Solicitation, we will not be required to deliver any consideration, and we may terminate the Consent Solicitation or,

at our option, modify, extend or otherwise amend the Consent Solicitation (other than the condition with respect to the receipt of the Requisite Consents), unless each of the following conditions, which we refer to as the consent general conditions, are satisfied or waived.

- (1) we have received Consents being validly delivered by Holders of Notes in the Consent Solicitation, which, together with the consents delivered or deemed delivered pursuant to the Exchange Offer and Consent Solicitation, are in respect of in an amount representing at least 90.0% of the outstanding aggregate principal amount of Notes;
- (2) we have received Requisite Consents to the Proposed Amendments. Requisite Consents shall include the Consents validly delivered pursuant to the Consent Solicitation and consents deemed delivered pursuant to the Exchange Offer and Consent Solicitation;
- (3) we have received all valid consents required by Jababeka and its subsidiaries, including the Issuer, for the consummation of the Consent Solicitation, from third parties, including the lenders of Jababeka or any of its subsidiaries;
- (4) there shall not have occurred or be likely to occur any event affecting the business, operations, properties, condition (financial or otherwise), assets, liabilities or prospects of Jababeka, its affiliates or subsidiaries that, in the sole judgment of Jababeka, either (i) is, or is reasonably likely to be, materially adverse to the business, operations, properties, condition (financial or otherwise), assets, liabilities or prospects of Jababeka, its affiliates and subsidiaries, or (ii) would or might prohibit, prevent, restrict or delay consummation of the Consent Solicitation;
- (5) none of the following has occurred:
 - (i) any general suspension of or limitation on trading in securities on the Singapore, Indonesia, the United States, London, Hong Kong securities or financial markets, or in the over-the-counter market (whether or not mandatory);
 - (ii) any material decrease in the trading price of the Notes in Singapore, Indonesia, the United States, London, Hong Kong or other major securities or financial markets;
 - (iii) a material impairment in the general trading market for debt securities;
 - (iv) a declaration of a banking moratorium or any suspension of payments in respect of banks by federal or state authorities in Singapore, Indonesia, the United States, London or Hong Kong or other major financial markets (whether or not mandatory);
 - (v) a commencement or escalation of a war, armed hostilities, terrorist act or other national or international crisis directly or indirectly relating to Singapore, Indonesia, the United States, London or Hong Kong;
 - (vi) any limitation (whether or not mandatory) by any governmental, administrative or regulatory authority or agency, domestic or foreign, or other event having a reasonable likelihood, in the reasonable judgment of Jababeka, of affecting, the extension of credit by banks or other lending institutions in Singapore, Indonesia, the United States, London or Hong Kong;
 - (vii) any material disruption has occurred in securities settlement or clearance services in Singapore, Indonesia, the United States, London or Hong Kong;
 - (viii) any amalgamation, merger, acquisition or other business combination proposal involving us shall have been proposed, announced or made by any person or entity;
 - (ix) any material adverse change in Singapore, Indonesia, the United States, London or Hong Kong securities or financial markets generally; or

- (x) in the case of any of the foregoing existing at the time of the commencement of the Consent Solicitation, a material acceleration or worsening thereof;
- (6) the Trustee shall not have objected in any respect to, nor have taken any action that could in our reasonable judgment adversely affect the consummation of, the Consent Solicitation nor shall the Trustee have taken any action that challenges the validity or effectiveness of the procedures used by us in making the Consent Solicitation; and
- (7) no action or event shall have occurred or been threatened (including a default under an agreement, indenture or other instrument or obligation to which we or one of our affiliates is a party or by which we or one of our affiliates is bound), nor shall any action, proceeding, application, claim, counterclaim or investigation (whether formal or informal) be pending or have been taken, nor shall any statute, rule, regulation, judgment, order, stay, decree or injunction have been proposed, promulgated, enacted, entered, enforced or deemed to be applicable to the Consent Solicitation or the Proposed Amendments, by or before any court or governmental, regulatory or administrative agency or instrumentality, domestic or foreign, authority or tribunal, or by any other person, domestic or foreign, that either:
 - (i) challenges the Consent Solicitation or the Proposed Amendments or might, directly or indirectly, prohibit, prevent, restrict or delay consummation of, or might otherwise adversely affect in any material manner, the Consent Solicitation or the Proposed Amendments; or
 - (ii) in our reasonable judgment, could materially impair the contemplated benefits to us of the Consent Solicitation or the Proposed Amendments, or might be material to Holders of Notes in deciding whether to give their Consents;

The foregoing conditions are for our sole benefit and may be waived by us, in whole or in part, at our absolute discretion (other than the condition with respect to the receipt of the Requisite Consents). Any determination made by us concerning an event, development or circumstance described or referred to above will be conclusive and binding. Our failure at any time to exercise any of our rights will not be deemed a waiver of any other right, and each right will be deemed an ongoing right which may be asserted at any time and from time to time.

If any of the consent general conditions are not satisfied or waived, we may, at any time prior to the date on which the Second Supplemental Indenture is executed and delivered by the parties thereto:

- terminate the Consent Solicitation, in which case the delivered Consents will be of no further force or effect;
- modify, extend or otherwise amend the Consent Solicitation (other than the condition with respect to the receipt of the Requisite Consents) and retain all delivered consents until the Consent Expiration Deadline, as may be extended; or
- waive the unsatisfied conditions with respect to the Consent Solicitation (other than with respect to the receipt of Requisite Consents).

In accordance with the terms and conditions set out herein, the Proposed Amendments approved pursuant to the Consent Solicitation will be binding on all Holders of the Notes.

Revocation of Consents

Instructions made in connection with the Consent Solicitation are revocable at any time up to (and including) the Early Consent Deadline but are irrevocable after the Early Consent Deadline. If you participate in the Consent Solicitation, once you deliver a Consent to the Proposed Amendments, the Consent may not be revoked after the Early Consent Deadline.

If we terminate the Consent Solicitation without accepting any consent instructions transmitted through ATOP or do not accept any consent instructions, all such consent instructions shall automatically be deemed to be withdrawn.

No Participation by the Issuer, the Guarantors or any of their respective affiliates

The Issuer, the Guarantors and any of their respective affiliates may not submit any consent instructions in the Consent Solicitation.

Representations, Warranties and Covenants

By submitting a valid Consent through ATOP in accordance with the procedures and requirements of DTC (“**ATOP procedures**”), and subject to the terms and conditions of the Consent Solicitation generally, each consenting Holder of the Notes, including the custodial entity and the Beneficial Owner on whose behalf the custodial entity is acting, will be deemed to represent, warrant and undertake to Jababeka and its subsidiaries, the Trustee, the solicitation agents and the Information and Tabulation Agent at the time of submission of such Consent and on each of the Early Consent Deadline, the Consent Expiration Deadline and the Consent Settlement Date that:

- (1) it has received, reviewed, understood and accepted the terms of the Consent Solicitation (including this Statement) and agrees to be bound to such terms;
- (2) it owns the Notes for which it is providing Consent and has full power and authority to execute and deliver the Consent pursuant to the Consent Solicitation;
- (3) the Notes are, at the time of delivery of Consent, and will continue to be, held by it at the relevant DTC participant;
- (4) it consents to the Proposed Amendments as described in this Statement and all terms and conditions regarding the Consent Solicitation set forth in this Statement and authorizes, directs and requests the execution and delivery of the Second Supplemental Indenture by the relevant parties, including the Trustee, subject to the terms of this Statement and that submission of a valid Consent pursuant to ATOP procedures constitutes the consenting Holder's written Consent to the Proposed Amendments in respect of all of the Notes in its account in the relevant DTC participant;
- (5) it will execute and deliver any additional documents deemed by Jababeka to be necessary or desirable to perfect the delivered Consent;
- (6) it agrees that any Consent it delivers hereby is irrevocable after the Early Consent Deadline and that any attempt to revoke a Consent after the Early Consent Deadline by any method will not constitute a revocation of a previously provided Consent;
- (7) it acknowledges that all authority conferred or agreed to be conferred pursuant to these representations, warranties and undertakings and every obligation of the consenting Holder of the Notes and the Consents given by the consenting Holder of the Notes shall be binding (to the extent applicable in law) upon the successors, assigns, heirs, executors, administrators, trustees in bankruptcy and legal representatives of the consenting Holder of the Notes and shall not be affected by, and shall survive, the death or incapacity of the consenting Holder of the Notes;
- (8) except as expressly set forth in this Statement, no information has been provided to the Holder of the Notes by the solicitation agents, the Information and Tabulation Agent or the Trustee with regard to the tax consequences to the Holders of the Notes arising from the receipt of the Early Consent Fee or the Late Consent Fee, as applicable, and the Holder of the Notes acknowledges that the Holder of the Notes is solely liable for any taxes and similar or related payments imposed on the Holder of the Notes under the laws of any applicable jurisdiction as a result of its participation in this Consent Solicitation and

agrees that the Holder of the Notes will not and does not have any right of recourse (whether by way of reimbursements, indemnity or otherwise) against Jababeka or any of its subsidiaries, the solicitation agents, the Information and Tabulation Agent or the Trustee or any other person in respect of such taxes and payments;

- (9) none of Jababeka and its subsidiaries and their respective affiliates, agents and representatives, the solicitation agents, the Information and Tabulation Agent or the Trustee has given the Holder of the Notes any information with respect to the Consent Solicitation save as expressly set forth in this Statement, nor has any of them made any recommendation to it as to whether it should participate in the Consent Solicitation and the Holder of the Notes has read and understood this Statement and has made its own decision with regard to participating in the Consent Solicitation based on any legal, tax or financial advice it has deemed necessary to seek;
- (10) it has not distributed or forwarded this Statement or any other documents or materials relating to the Consent Solicitation to any person(s), and it has complied with all laws and regulations applicable to it for the purposes of its participation in the Consent Solicitation;
- (11) it irrevocably constitutes and appoints the Information and Tabulation Agent as (a) its agent and attorney-in-fact (with full knowledge that the Information and Tabulation Agent also acts as Jababeka's agent) with respect to the Consent delivered with full power of substitution to deliver the Consent set forth in this Statement to Jababeka (such power of attorney granted in this paragraph shall be revocable at any time up to (and including) the Early Consent Deadline but are irrevocable after the Early Consent Deadline) and (b) its agent to receive the Early Consent Fee or the Late Consent Fee, as applicable, on the undersigned's behalf with respect to the principal amount of Notes as to which such Consent has been delivered; and
- (12) it repeats the representations, warranties and undertakings in "Investor Representations".

If the relevant Holder of the Notes is unable to give the representations and warranties described above, such Holder of any of the Notes should contact the Information and Tabulation Agent.

TAXATION

Certain U.S. Federal Income Tax Consequences to U.S. Holders

The following is a summary of certain U.S. federal income tax consequences to U.S. Holders (as defined below) of the adoption of the Proposed Amendments and the receipt of the Early Consent Fee or the Late Consent Fee, as applicable. This summary is based upon existing U.S. federal income tax law, which is subject to differing interpretations or change, possibly with retroactive effect. This summary does not discuss all aspects of U.S. federal income taxation which may be important to particular investors in light of their individual investment circumstances, to certain taxpayers that file applicable financial statements and are required to recognize income when the associated revenue is reflected on such financial statements or to U.S. Holders subject to special treatment under U.S. federal income tax law (e.g., financial institutions, insurance companies, broker-dealers, partnerships and their partners and tax-exempt organizations (including private foundations)) or to persons that hold Notes as part of a straddle, hedge, conversion, constructive sale or other integrated security transaction for U.S. federal income tax purposes, all of whom may be subject to tax rules that differ significantly from those summarized below. In addition, this summary does not address U.S. Holders that are participating in the Exchange Offer. This summary assumes that a Holder holds its Notes as “capital assets” (generally, property held for investment) under the Internal Revenue Code of 1986, as amended (the “Code”) and uses the U.S. dollar as its functional currency. We are not seeking a ruling from the Internal Revenue Service (the “IRS”) regarding any U.S. federal income tax consequences of the adoption of the Proposed Amendments or the receipt of the Early Consent Fee or the Late Consent Fee, as applicable. Accordingly, there can be no assurance that the IRS will not successfully challenge one or more of the conclusions stated herein. This summary, moreover, does not address the U.S. federal estate and gift tax, state and local tax, or alternative minimum tax consequences of the adoption of the Proposed Amendments or the receipt of the Early Consent Fee or the Late Consent Fee, as applicable, or the Medicare Tax. Each Holder is urged to consult its tax advisor regarding the U.S. federal, state, local, and foreign income and other tax considerations of the adoption of the Proposed Amendments and the receipt of the Early Consent Fee or the Late Consent Fee, as applicable.

For purposes of this discussion, “**U.S. Holder**” means the beneficial owner of a Note that for U.S. federal income tax purposes is:

- a citizen or individual resident of the U.S.;
- a corporation organized in or under the laws of the U.S. or any political subdivision thereof;
- a trust subject to the control of one or more U.S. persons and the primary supervision of a U.S. court; or
- an estate the income of which is subject to U.S. federal income taxation regardless of its source.

“**Non-U.S. Holder**” means a person that is a beneficial owner of a Note other than a U.S. Holder.

The treatment of partners in a partnership that owns Notes may depend on the status of such partners and the status and activities of the partnership and such persons should consult their own tax advisors about the consequences of an investment in the Notes.

We believe and intend to take the position that the Notes will be treated as debt for U.S. federal income tax purposes. However, the classification of the Notes for such purposes is not entirely clear and there can be no assurance the IRS or a court will agree with this determination. If the Notes were treated as equity for U.S. federal income tax purposes, the tax consequences of the Consent Solicitation and the receipt of the Early Consent Fee or the Late Consent Fee, as applicable, could differ from that discussed below. U.S. Holders are urged to consult their tax advisors regarding the tax consequences applicable to them in such case. The following discussion assumes that the Notes will be respected as debt for U.S. federal income tax purposes.

THIS SUMMARY IS NOT INTENDED AS LEGAL ADVICE. U.S. HOLDERS OF NOTES ARE URGED TO CONSULT THEIR TAX ADVISORS AS TO THE PARTICULAR TAX CONSEQUENCES APPLICABLE TO THEM RELATING TO THE ADOPTION OF THE PROPOSED AMENDMENTS AND THE RECEIPT OF THE EARLY CONSENT FEE OR THE LATE CONSENT FEE, AS APPLICABLE, INCLUDING THE APPLICABILITY

OF U.S. FEDERAL, STATE OR LOCAL TAX LAWS OR NON U.S. OR NON-INCOME TAX LAWS, ANY CHANGES IN APPLICABLE TAX LAWS AND ANY PENDING OR PROPOSED LEGISLATION OR REGULATIONS.

Consequences to U.S. Holders

Deemed Exchange. The U.S. federal income tax treatment of a U.S. Holder who participates in the Consent Solicitation will depend upon whether the adoption of the Proposed Amendments and/or the payment of the Early Consent Fee or the Late Consent Fee, as applicable, results in a “deemed” exchange of Notes for U.S. federal income tax purposes. Generally, the modification of a debt instrument will result in a deemed exchange of an old debt instrument for a new debt instrument if such modification is “significant” within the meaning of applicable Treasury regulations promulgated under the Code. Under these Treasury regulations, a modification is “significant” if, based on all the facts and circumstances and generally taking into account all modifications collectively, the legal rights and obligations that are altered and the degree to which they are altered are economically significant. A specific rule provides that a modification that adds, deletes or alters customary accounting or financial covenants is not a significant modification. However, a change in the yield of a debt instrument is a significant modification under the applicable Treasury regulations if the yield of the modified instrument (determined taking into account any accrued interest and any payments made to the holder as consideration for the modification) varies from the yield of the unmodified instrument (determined as of the date of the modification) by more than the greater of one quarter of one percent or 5% of the annual yield of the unmodified instrument. The yield of the unmodified instrument is calculated based on its adjusted issue price and may differ from the yield at which the instrument is trading in the market.

Consequences to Consenting U.S. Holders. Although there is no authority directly on point and the matter is thus unclear, we intend to treat the payment of the Early Consent Fee or the Late Consent Fee, as applicable, in respect of a Note as constituting a significant modification of the Notes. However, we paid a consent fee on the Notes to certain holders in connection with a consent solicitation in 2018, and, in part due to the uncertainties in how the Treasury regulations are meant to be applied with respect to determining the cumulative impact of modifications that have occurred within the previous five years to compute the change in yield as described above, this conclusion is not entirely clear. In particular, there is a risk that the receipt of the Late Consent Fee would not constitute a significant modification of the Notes, in which case the Notes held by U.S. Holders receiving the Early Consent Fee may not be fungible with the Notes held by U.S. Holders receiving the Late Consent Fee. Holders should consult their tax advisors regarding the receipt of the Early Consent Fee or Late Consent Fee, as applicable.

In the event that the payment of the Early Consent Fee or the Late Consent Fee, as applicable, results in a significant modification of the Notes, unless the deemed exchange qualifies as a “recapitalization” for U.S. federal income tax purposes, a U.S. Holder of a Note generally would recognize taxable gain or (subject to the “wash sale” rules of the Code) loss equal to the difference, if any, between the “issue price” of the Notes at the time of the deemed exchange and the U.S. Holder’s “adjusted tax basis” in the “new” Notes deemed to have been exchanged therefor. Such gain or loss generally would be capital gain or loss, and would be long-term capital gain or loss if the U.S. Holder held the Notes for more than one year. For these purposes, the amount realized would be the “issue price” of the “new” Notes that are treated as issued in the deemed exchange plus the U.S. dollar value of the amount of Early Consent Fee or the Late Consent Fee, as applicable, received, if any, if such payment is treated as received in exchange for the Notes (as described below under “—*Early Consent Fee and Late Consent Fee*”) but would not include any amount attributable to accrued interest, which would be taxed as ordinary income to the extent not previously included in gross income. If the “new” Notes are treated as traded on an established securities market, which we expect would be the case, the “issue price” of the “new” Notes would be the fair market value of the “new” Notes on the date of the exchange. Any capital gain or loss recognized on the deemed exchange of a Note would generally be U.S.-source gain or loss for purposes of computing the U.S. Holder’s foreign tax credit limitation. In addition, the U.S. Holder’s adjusted tax basis in the “new” Notes would equal its issue price, and the U.S. Holder would have a new holding period in the “new” Notes commencing on the day after the deemed exchange.

Whether the deemed exchange would constitute a recapitalization depends on, among other things, whether

the “old” Notes and the “new” Notes constitute “securities” within the meaning of the relevant provisions of the Code. The term “security” is not defined in the Code or the Treasury regulations. Under applicable administrative pronouncements and judicial decisions, debt instruments with a maturity less than five years from the date of issuance generally do not constitute securities, whereas debt instruments with a maturity of ten years or more generally do constitute securities. The treatment of a debt instrument with an original term of five years from the date of issuance but less than ten years is not clear.

If a deemed exchange is deemed to occur and qualifies as a “recapitalization,” U.S. Holders treated as exchanging their “old” Notes for “new” Notes generally would (i) not recognize gain or loss as a result of the deemed exchange (other than the amount attributable to the right to receive accrued but unpaid interest, which generally will be subject to tax as ordinary income to the extent not previously included in income), (ii) have a “tax basis” in the “new” Notes equal to the adjusted tax basis in the Notes deemed surrendered in exchange therefor and (iii) have a holding period for the “new” Notes that includes their holding period for the “old” Notes.

Whether or not any such a deemed exchange qualifies as a recapitalization, the “new” Notes may be treated as issued with OID if the issue price of the “new” Notes (as determined above) is less than their principal amount by an amount equal to or in excess of a statutorily determined *de minimis* amount. A U.S. Holder would be required to include any OID in income as ordinary income as it accrues (regardless of the U.S. Holder’s method of tax accounting) on a constant yield basis, in advance of the receipt of cash payments on the “new” Notes.

Further, if a U.S. Holder’s receipt of the Early Consent Fee or Late Consent Fee, as applicable, constitutes a significant modification, such holder’s “new” Notes may not be fungible for U.S. federal income tax purposes with Notes held by other holders. U.S. Holders are urged to consult their tax advisors regarding the receipt of the Early Consent Fee or Late Consent Fee, as applicable.

If, contrary to the position adopted by us, a deemed exchange is not deemed to occur, a U.S. Holder may not recognize gain or loss, for U.S. federal income tax purposes, upon the adoption of the Proposed Amendments and may have the same adjusted tax basis, holding period and accrued market discount, if any, in such Notes after the adoption of the Proposed Amendments that such U.S. Holder had in the Notes immediately before such adoption.

Early Consent Fee and Late Consent Fee. There are no cases or published rulings that directly address the U.S. federal income tax consequences of the receipt of the Early Consent Fee or Late Consent Fee, as applicable. If, contrary to our assumption, a deemed exchange is not viewed as having occurred, an IRS private letter ruling suggests that it would be appropriate to treat the Early Consent Fee or Late Consent Fee, as applicable as a payment on the Notes. Alternatively, however, it is also possible that the Early Consent Fee or Late Consent Fee, as applicable, may be treated as separate consideration for consenting to the Proposed Amendments. Because of the uncertain treatment of the Early Consent Fee or Late Consent Fee, as applicable, U.S. Holders considering granting a consent should consult their own tax advisors regarding U.S. federal, state, local and non-U.S. income and other tax consequences of the possible receipt of the Early Consent Fee or Late Consent Fee, as applicable.

Consequences to Non-Consenting U.S. Holders. Although there is no authority directly on point and the matter is thus unclear, we intend to treat the adoption of the Proposed Amendments as not constituting a significant modification under the Treasury regulations described above. Under such treatment, a U.S. Holder who does not receive the Early Consent Fee or the Late Consent Fee, as applicable, is not expected to recognize any gain or loss, for U.S. federal income tax purposes, upon the adoption of the Proposed Amendments and should have the same adjusted tax basis and holding period in the Notes after the adoption of the Proposed Amendments as such U.S. Holder had in the Notes immediately before such adoption. If the adoption of the Proposed Amendments constitutes a significant modification, the consequences described above under the heading “— *Consequences to Consenting U.S. Holders*” should be applicable to non-consenting U.S. Holders as well. U.S. Holders are encouraged to consult their tax advisors regarding the potential tax consequences of the adoption of the Proposed Amendments.

Information Reporting and Backup Withholding.

In general, information reporting requirements may apply to the receipt of the Early Consent Fee or the Late Consent Fee, as applicable, unless the U.S. Holder is an exempt recipient (such as a corporation). A backup withholding tax may apply to such payments if such U.S. Holder fails to provide a taxpayer identification number or certification of exempt status or fails to make other required certifications. Any amounts withheld under the backup withholding rules will be allowed as a refund or a credit against such U.S. Holder's U.S. federal income tax liability provided the required information is timely furnished to the IRS.

U.S. Holders are urged to consult their tax advisors regarding the Consent Solicitation, the adoption of the Proposed Amendments, and the receipt of the Early Consent Fee or Late Consent Fee, as applicable.

Material Indonesia Income Tax Considerations

The statements below are general in nature and are based on certain aspects of current tax laws and regulations in Indonesia in force as at the date of this Statement and are subject to any changes in such laws or regulations, or the interpretation of those laws or regulations, occurring after such date, which changes could be made on a retroactive basis. Neither these statements nor any other statements in this Statement are intended or are to be regarded as advice on the tax position of any holder of the Notes or on any tax implications arising from the Consent Solicitation. The statements made herein do not purport to be a comprehensive or exhaustive description of all the tax considerations that may be relevant to a decision to participate in the Consent Solicitation and do not purport to deal with the tax consequences applicable to all categories of investors, some of which may be subject to special rules or tax rates. Holders of the Notes are advised to consult their own tax advisors as to the Indonesia or other tax consequences of their participation in the Consent Solicitation, including, in particular, the effect of any foreign, state or local tax laws to which they are subject. It is emphasised that none of the Issuer, Jababeka, the solicitation agents and any other persons involved in the Consent Solicitation accepts responsibility for any tax effects or liabilities resulting from the Consent Solicitation.

Taxation of Consent Fees

Pursuant to Article 26(1) of the Indonesian Income Tax Law (Law No. 7 of 1983 as last amended by Law No. 7 of 2021), income in whatever name and form, which is paid, provided to be paid or which is due for payment by a resident tax subject or permanent establishment to a non-resident taxpayer (except a permanent establishment in Indonesia), shall be subject to withholding tax to be deducted by the party obligated to pay:

- Dividends;
- Interest;
- Royalties, rental or other income connected to the use of assets; and
- Compensation for services, employment or activities.

The applicable rate of withholding tax is 20% on the gross amounts.

The Income Tax Law and Government Regulation No. 9 of 2021 (“**GR No. 9 of 2021**”) do not expressly state that Early Consent Fees or Late Consent Fees (together “the **Consent Fees**”) are considered as interest. However, these arise as a consequence of holding the Notes and therefore it is likely the Indonesian tax authorities would consider the Consent Fees are of an interest nature. Accordingly, withholding tax of 20% should be deducted by Jababeka.

Pursuant to GR No. 9 of 2021, because the payment is in relation to obligasi, the rate of withholding tax is reduced to the lower of 10% or the rate under an applicable Tax Treaty between Indonesia and the country of tax residence of the recipient if the overseas recipient complies with the requirements under Indonesia's tax regulations for use of the Tax Treaty.

If holder of the Notes that receives the Consent Fees is an Indonesian tax resident (or a non-resident with a

permanent establishment) then the Consent Fees are likely to be considered as interest for the same reason as detailed above. In addition, Government Regulation No. 91 of 2021 that regulates withholding tax on income earned by tax residents from obligasi stipulates a broader definition of the withholding tax objects to include “other types of income”. Accordingly, a final withholding tax of 10.0% will apply. However, an Indonesian bank, an Indonesian pension fund, or foreign bank having a permanent establishment in Indonesia is exempt from this withholding tax. These entities shall, however, report the income and pay tax in accordance with the general tax regulations.

TABULATION AND INFORMATION AGENT

Morrow Sodali Ltd. has been appointed as Information and Tabulation Agent for the Consent Solicitation. In its capacity as tabulation agent, it is to receive, tabulate and verify Consents. All Consent Forms and correspondence sent to the tabulation agent should be directed to the address (and/or email address) set forth on the back cover of this Statement. Jababeka has agreed to indemnify the tabulation agent for certain liabilities. Morrow Sodali Ltd. has agreed to facilitate the Consent Solicitation in its capacity as tabulation agent; however, it is not passing upon the merits or accuracy of the information contained in the Consent Solicitation in its capacity as tabulation agent.

Morrow Sodali Ltd. will also act as information agent with respect to the Consent Solicitation. Requests for additional copies of and questions relating to this Statement or the Indenture may be directed to the information agent at the address (and/or email address) and telephone number set forth on the back cover of this Statement. Holders of the Notes may also contact their broker, dealer, commercial bank, trust company or other nominee for assistance concerning the Consent Solicitation.

In connection with the Consent Solicitation, directors, officers and regular employees of Jababeka (who will not be specifically compensated for such services) may solicit Consents by use of the mails, personally or by telephone, facsimile, email or other means.

Jababeka will pay or cause to be paid to the Information and Tabulation Agent reasonable and customary fees for their services and will reimburse them for their out-of-pocket expenses in connection therewith.

Notwithstanding anything else contained in this Consent Solicitation Statement or any other document in connection hereto, the Information and Tabulation Agent may refrain without liability from doing anything that would or might in its opinion be contrary to any law (including any economic or financial sanctions law (and including sanctions enforced by the U.S. Government, (including, without limitation, the Office of Foreign Assets Control of the U.S. Department of the Treasury), the United Nations Security Council, the European Union, HM Treasury, or other relevant sanctions authority (collectively “**Sanctions**”))) of any state or jurisdiction (including but not limited to the United States of America or any jurisdiction forming a part of it, the European Union and England and Wales) or any directive or regulation (including any economic or sanctions directive or regulation (and including Sanctions)) of any agency of any such state or jurisdiction and may without liability do anything which is, in its opinion, necessary to comply with any such law, directive or regulation.

SOLICITATION AGENTS

Jababeka has engaged J.P. Morgan Securities plc, Mandiri Securities Pte. Ltd., Standard Chartered Bank (Singapore) Limited and UBS AG Singapore Branch to act as solicitation agents in connection with the Consent Solicitation. Jababeka will pay or cause to be paid to J.P. Morgan Securities plc, Mandiri Securities Pte. Ltd., Standard Chartered Bank (Singapore) Limited and UBS AG Singapore Branch reasonable and customary fees for their services as solicitation agents and will reimburse them for their reasonable out-of-pocket expenses in connection herewith. Jababeka has also agreed to indemnify the solicitation agents for certain liabilities in connection with their service as solicitation agents. All inquiries and correspondence addressed to the solicitation agents relating to the Consent Solicitation should be directed to the addresses (and/or email address) set forth on the back cover page of this Statement.

Each of the solicitation agents assumes no responsibility for the accuracy or completeness of the information contained in this Statement or for any failure by Jababeka to disclose events that may affect the significance or accuracy of that information.

At any given time, each solicitation agent or its affiliates may trade the Notes or other debt securities of Jababeka for its own account or enter into secondary market transactions or derivative transactions relating to the Notes or other debt securities, including, without limitation, purchase, sale (or facilitation thereof), stock borrowing or credit or equity-linked derivatives such as asset swaps, repackagings and credit default swaps, at the same time as the Consent Solicitation. Such transactions may be carried out as bilateral trades with selected counterparties and separately from any existing sale or resale of the Notes or other debt securities to which this Statement relates (notwithstanding that such selected counterparties may also be a purchaser of the Notes or other debt securities). As a result of such transactions, a solicitation agent or its affiliates may hold long or short positions relating to the Notes or other debt securities. Each solicitation agent and its affiliates may also engage in investment or commercial banking and other dealings in the ordinary course of business with Jababeka or its affiliates from time to time and may receive fees and commissions for these transactions. In addition to the transactions noted above, each solicitation agent and its affiliates may, from time to time after completion of the Consent Solicitation, engage in other transactions with, and perform services for, Jababeka or its affiliates in the ordinary course of their business. Each solicitation agent or its affiliates may also purchase Notes or other debt securities for asset management and/or proprietary purposes but not with a view to distribution or may hold Notes or other debt securities on behalf of clients or in the capacity of investment advisors. While each solicitation agent and its affiliates have policies and procedures to deal with conflicts of interests, any such transactions may cause a solicitation agent or its affiliates or its clients or counterparties to have economic interests and incentives which may conflict with those of an investor in the Notes or other debt securities. Each solicitation agent may receive returns on such transactions and has no obligation to take, refrain from taking or cease taking any action with respect to any such transactions based on the potential effect on a holder of or prospective investor in the Notes or other debt securities.

EXPENSES

Jababeka will bear all of the costs of the Consent Solicitation and will reimburse the Trustee in accordance with the Indenture for the expenses that the Trustee incurs in connection with the Consent Solicitation.

MISCELLANEOUS

Holders residing outside the United States who wish to deliver a Consent must satisfy themselves as to their full observance of the laws of the relevant jurisdiction in connection therewith. If Jababeka becomes aware of any jurisdiction where the making of the Consent Solicitation would not be in compliance with such laws, Jababeka will make a good faith effort to comply with any such laws or may seek to have such laws declared inapplicable to the Consent Solicitation. If, after such good faith effort, Jababeka cannot comply with any such applicable laws, the Consent Solicitation will not be made to (nor will Consents be accepted from or on behalf of) the Holders of the Notes residing or having a principal place of business in each such jurisdiction.

From time to time, Jababeka or its affiliates may engage in additional consent solicitations. Any future consent solicitations may be on the same terms or on terms that are more or less favorable to Holders of the Notes than the terms of the Consent Solicitation, as Jababeka may determine in its sole discretion.

APPENDIX A
Form of Second Supplemental Indenture

Questions and requests for assistance or additional copies of this Statement and the Indenture may be directed to the Information and Tabulation Agent at the address below. Holders should retain their Notes and not deliver any such Notes to the Information and Tabulation Agent.

**The Information and Tabulation Agent for
Consent Solicitation is:**

Morrow Sodali Ltd.

In London:
103 Wigmore Street
W1U 1QS
London
Telephone: +44 20 4513 6933

In Hong Kong:
The Hive, 33-35 Hillier Street
Sheung Wan
Hong Kong
Telephone: +852 2319 4130

In Stamford:
333 Ludlow Street
South Tower, 5th Floor
Stamford, CT 06902
Telephone: +1 203 609 4910

Email: jababeka@investor.morrowsodali.com
Consent Website: <https://projects.morrowsodali.com/jababekaconsent>

Questions and requests for assistance may be directed to the solicitation agents at the addresses and telephone numbers set forth below.

The Solicitation Agents for the Consent Solicitation are:

J.P. Morgan Securities plc

25 Bank Street
Canary Wharf
London E14 5JP
United Kingdom
Telephone: +44 20 3493 0682

Mandiri Securities Pte. Ltd.

Asia Square Tower 2, #19-06
12 Marina View
Singapore 018961
Telephone: +65 6589 3880

**Standard Chartered Bank (Singapore)
Limited**

8 Marina Boulevard, Level 19
MBFC Tower 1
Singapore 018981
Telephone: +65 6981 8027

UBS AG Singapore Branch

9 Penang Road
Singapore 238459
Telephone: +65 6495 8623