

**ADDITIONAL AND/OR REVISED INFORMATION ON BRIEF
PROSPECTUS**



PT BUMI Resources TBK

MAIN OPERATIONS

Oil, Natural Gas, Mining and Mineral

OFFICE

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**LIMITED PUBLIC OFFERING V ("LPO V") TO THE
SHAREHOLDERS COMPANY**

EXPLANATION OF MCB ISSUANCE

ISSUANCE OF MANDATORY CONVERTIBLE BOND GIVEN the NAME MANDATORY CONVERTIBLE BOND (HEREINAFTER REFERRED TO AS "MCB") OF 8.457.165.000.000 (EIGHT TRILLION FOUR HUNDRED FIFTY SEVEN BILLION ONE HUNDRED SIXTY FIVE MILLION) MCB UNIT AT PRINCIPAL AMOUNT OF IDR 8.457.165.000.000 (EIGHT TRILLION FOUR HUNDRED FIFTY SEVEN BILLION ONE HUNDRED SIXTY FIVE MILLION RUPIAH)

Each shareholder of the Company whose name is entered in the Company's Shareholder Register as of 12 July 2017 at 16.00 WIST,

- Each holder of 1034 shares will receive 1000 (one thousand) Series A Preemptive Right Issue where each 1 (one) Series A Preemptive Right Issue shall be entitled to purchase 1 (one) New Series B Shares at an Exercise Price of IDR926,16 (nine hundred twenty six point one six Rupiah) per share or totaling an amount of IDR26.626.531.284.320 (twenty six trillion six hundred twenty six billion five hundred thirty one million two hundred eighty four thousand three hundred twenty Rupiah); and
- Each holder of 1000 shares will receive 284.494 (two hundred eighty four thousand four hundred ninety four) Series B Preemptive Right Issue where each 1 (one) Series B Preemptive Right Issue shall be entitled to purchase 1 (one) MCB UNIT at an Exercise Price of IDR1 (one Rupiah) per MCB UNIT denominated in IDR1 (one Rupiah) per MCB UNIT or totaling an amount of IDR8.457.165.000.000 (eight trillion four hundred fifty seven billion one hundred SIXTY five million Rupiah). The MCB in this LPO V is issued in scripless form.

By statement letter dated May 8, 2017, Long Haul Holdings Ltd. as the main shareholder of the Company ("Main shareholder" or "PSU") declares that it is not planning to exercise the Preemptive Right Issue held and is not planning to transfer or assign the Preemptive Right Issue held in the LPO V. The MCB shall be for a term of 7 (seven) years as of the Issuance Date. MCB shall be converted into Series B Ordinary Shares

detailed as: (1) in the first and second year, the Conversion Price is 30% premium of IDR926,16; (2) in the third year, the Conversion Price is the amount which is lower than: (i) IDR 926,16 (ii) 40% premium of the average price of share in the Company for a period of 6 months which ended on the business day prior to the first day of Year 3; (3) in the fourth year, the Conversion Price is the amount which is lower than: (i) IDR 926,16 (ii) 40% premium of average price of share in the Company for a period of 6 months which ended on the business day prior to the first day of Year 4; (4) in the fifth year, the Conversion Price is the amount which is lower than: (i) IDR 926,16 (ii) 25% premium of the average price of share in the Company for a period of 6 months which ended on the business day prior to the first day of Year 5; (5) in the sixth year, the Conversion Price is the amount which is lower than: (i) IDR 926,16 (ii) 25% premium of average price of share in the Company for a period of 6 months which ended on the business day prior to the first day of Year 6; (6) in the seventh year, the Conversion Price is the amount which is lower than: (i) IDR 926,16 (ii) 25% premium of the average price of share in the Company for a period of 6 months which ended on the business day prior to the first day of Year 7; (7) on due date of MCB, all outstanding MCBs shall be converted at Conversion Price which is the average price of share in the Company for a period of 6 months which ended on last business day prior to MCB Due Date. Further information

on price, time, and Conversion Method may be seen in Chapter I.2 on Mandatory Convertible Bond.

The period in which MCB shall be converted into Series B Ordinary Shares is the due date of MCB. Conversion from MCB into Series B Ordinary Shares may be exercised as of the Issuance Date until prior to MCB Due Date. MCB offered interest rate of 6% (six percent) per year. The payment of Interest on MCB shall be made on cash available after the Company completes the order of payment by Cash Waterfall principle as detailed in Chapter III. (3) L in this prospectus or capitalized and paid in cash on MCB Due Date. MCB may be transferred however not listed in the Indonesian Stock Exchange. Further information on MCB may be seen in Chapter I. (2). The shares from MCB conversion will be listed in the Indonesian Stock Exchange.

If the New Shares and MCB offered in this LPO V is not entirely purchased by the Holder of Preemptive Right Issue, the remaining will be allocated to other Holder of Preemptive Right Issue placing larger order of the right issue as listed in the Holder Register of Preemptive Right Issue, proportionately to the right exercised. The allocation of New order for New Shares and Additional MCB will be made proportionately to the number of Preemptive Right Issue exercised by each shareholder entitled to request additional New Shares and MCB based on order price and fractional share and MCB from the allocation purchase of shares and additional MCB will rounded down. In the case of remaining Preemptive Right Issue unexercised after

such allocation, the remaining New Shares will be subscribed by (i) PT Danatama Kapital Investama proportionately in cash, (ii) PT Samuel International proportionately through debt conversion without cash payment at the same price as the price of LPO V of the Company of IDR926,16 (nine hundred twenty six point one six Rupiah) for each exercise of New Shares and remaining MCB will be subscribed by Innovate Capital Pte. Ltd. through debt conversion without cash payment at the same price as the price of LPO V of the Company of IDR1 (one Rupiah) per MCB UNIT.

New Shares and Shares from MCB conversion are the shares issued from the portfolio of the Company with the same or equivalent right in all respects including the right of dividend to other shares paid in full.

**ADDITIONAL AND/OR REVISED INFORMATION ON BRIEF
PROSPECTUS**

THIS BRIEF PROSPECTUS IS IN ADDITION TO AND/OR INSEPARABLE PART OF THE BRIEF PROSPECTUS PREVIOUSLY PUBLISHED IN THE DAILY NEWSPAPER BUSINESS INDONESIA ON 17 APRIL 2017

THIS BRIEF PROSPECTUS IS IMPORTANT AND DESERVES IMMEDIATE ATTENTION, IN THE CASE OF DOUBT AS TO THE ACTION TO BE TAKEN, PLEASE CONSULT WITH THE COMPETENT PARTIES.

PT BUMI RESOURCES TBK ASSUMES FULL RESPONSIBILITY FOR THE ACCURACY OF THE INFORMATION, DATA OR REPORT AND HONESTY OF OPINION CONTAINED IN THIS BRIEF PROSPECTUS.



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LIMITED PUBLIC OFFERING V ("LPO V") TO THE SHAREHOLDERS

COMPANY

WITHIN THE FRAMEWORK OF ISSUANCE OF PREEMPTIVE RIGHT ISSUE (HEREINAFTER REFERRED TO AS "PREEMPTIVE RIGHT ISSUE") OF 28.749.536.197 (TWENTY EIGHT BILLION SEVEN HUNDRED FORTY NINE MILLION FIVE HUNDRED THIRTY SIX THOUSAND ONE HUNDRED NINETY SEVEN) SERIES B ORDINARY SHARES OR 38,59% (THIRTY EIGHT POINT FIVE NINE PERCENT) AFTER LPO V AT NOMINAL VALUE OF IDR100 (ONE HUNDRED RUPIAH) PER SHARE; and

ISSUANCE OF MANDATORY CONVERTIBLE BOND GIVEN the NAME MANDATORY CONVERTIBLE BOND (HEREINAFTER REFERRED TO AS "MCB") OF 8.457.165.000.000 (EIGHT TRILLION FOUR HUNDRED FIFTY SEVEN BILLION ONE HUNDRED SIXTY FIVE MILLION) MCB UNIT AT PRINCIPAL AMOUNT OF IDR 8.457.165.000.000 (EIGHT TRILLION FOUR HUNDRED FIFTY SEVEN BILLION ONE HUNDRED SIXTY FIVE MILLION RUPIAH)

Each shareholder of the Company whose name is entered in the Company's Shareholder Register as of 12 July 2017 at 16.00 WIST,

- Each holder of 1034 shares will receive 1000 (one thousand) Series A Preemptive Right Issue where each 1 (one) Series A Preemptive Right Issue shall be entitled to purchase 1 (one) New Series B Shares at an Exercise Price of IDR926,16 (nine hundred twenty six point one six Rupiah) per share or totaling an amount of IDR26.626.531.284.320 (twenty six trillion six hundred twenty six billion five hundred thirty one million two hundred eighty four thousand three hundred twenty Rupiah); and
- Each holder of 1000 shares will receive 284.494 (two hundred eighty four thousand four hundred ninety four) Series B

Preemptive Right Issue where each 1 (one) Series B Preemptive Right Issue shall be entitled to purchase 1 (one) MCB UNIT at an Exercise Price of IDR1 (one Rupiah) per MCB UNIT denominated in IDR1 (one Rupiah) per MCB UNIT or totaling an amount of IDR8.457.165.000.000 (eight trillion four hundred fifty seven billion one hundred SIXTY five million Rupiah). The MCB in this LPO V is issued in scripless form.

By statement letter dated May 8, 2017, Long Haul Holdings Ltd. as the main shareholder of the Company ("Main shareholder" or "PSU") declares that it is not planning to exercise the Preemptive Right Issue held and is not planning to transfer or assign the Preemptive Right Issue held in the LPO V. The MCB shall be for a term of 7 (seven) years as of the Issuance Date. MCB shall be converted into Series B Ordinary Shares detailed as: (1) in the first and second year, the Conversion Price is 30% premium of IDR926,16; (2) in the third year, the Conversion Price is the amount which is lower than: (i) IDR 926,16 (ii) 40% premium of the average price of share in the Company for a period of 6 months which ended on the business day prior to the first day of Year 3; (3) in the fourth year, the Conversion Price is the amount which is lower than: (i) IDR 926,16 (ii) 40% premium of average price of share in the Company for a period of 6 months which ended on the business day prior to the first day of Year 4; (4) in the fifth year, the Conversion Price is the amount which is lower than: (i)

IDR 926,16 (ii) 25% premium of the average price of share in the Company for a period of 6 months which ended on the business day prior to the first day of Year 5; (5) in the sixth year, the Conversion Price is the amount which is lower than: (i) IDR 926,16 (ii) 25% premium of average price of share in the Company for a period of 6 months which ended on the business day prior to the first day of Year 6; (6) in the seventh year, the Conversion Price is the amount which is lower than: (i) IDR 926,16 (ii) 25% premium of the average price of share in the Company for a period of 6 months which ended on the business day prior to the first day of Year 7; (7) on due date of MCB, all outstanding MCBs shall be converted at Conversion Price which is the average price of share in the Company for a period of 6 months which ended on last business day prior to MCB Due Date. Further information on price, time, and Conversion Method may be seen in Chapter I.2 on Mandatory Convertible Bond.

The period in which MCB shall be converted into Series B Ordinary Shares is the due date of MCB. Conversion from MCB into Series B Ordinary Shares may be exercised as of the Issuance Date until prior to MCB Due Date. MCB offered interest rate of 6% (six percent) per year. The payment of Interest on MCB shall be made on cash available after the Company completes the order of payment by Cash Waterfall principle as detailed in Chapter III. (3) L in this prospectus or capitalized and paid in cash on MCB Due Date. MCB may be transferred however

not listed in the Indonesian Stock Exchange. Further information on MCB may be seen in Chapter I. (2). The shares from MCB conversion will be listed in the Indonesian Stock Exchange.

If the New Shares and MCB offered in this LPO V is not entirely purchased by the Holder of Preemptive Right Issue, the remaining will be allocated to other Holder of Preemptive Right Issue placing larger order of the right issue as listed in the Holder Register of Preemptive Right Issue, proportionately to the right exercised. The allocation of New order for New Shares and Additional MCB will be made proportionately to the number of Preemptive Right Issue exercised by each shareholder entitled to request additional New Shares and MCB based on order price and fractional share and MCB from the allocation purchase of shares and additional MCB will rounded down. In the case of remaining Preemptive Right Issue unexercised after such allocation, the remaining New Shares will be subscribed by (i) PT Danatama Kapital Investama proportionately in cash, (ii) PT Samuel International proportionately through debt conversion without cash payment at the same price as the price of LPO V of the Company of IDR926,16 (nine hundred twenty six point one six Rupiah) for each exercise of New Shares and remaining MCB will be subscribed by Innovate Capital Pte. Ltd. through debt conversion without cash payment at the same price as the price of LPO V of the Company of IDR1 (one Rupiah) per MCB UNIT.

New Shares and Shares from MCB conversion are the shares issued from the portfolio of the Company with the same or

equivalent right in all respects including the right of dividend to other shares paid in full.

LPO V SHALL BE EFFECTIVE AFTER BEING APPROVED BY THE EXTRAORDINARY GENERAL MEETING OF SHAREHOLDERS (EGMS) OF THE COMPANY HELD ON 7 FEBRUARY 2017 AND EFFECTIVE STATEMENT ISSUED BY FSA ISSUED ON JUNE 22 2017

PREEMPTIVE RIGHT ISSUE WILL BE LISTED IN PT INDONESIAN STOCK EXCHANGE ("BEI"). PREEMPTIVE RIGHT ISSUE MAY BE TRADED BOTH WITHIN AND OUTSIDE BEI FOR A PERIOD NOT LESS THAN 5 BUSINESS DAYS COMMENCING AS OF JULY 14 2017 UNTIL 20 JULY 2017. REGISTRATION OF PREEMPTIVE RIGHT ISSUE WILL BE MADE IN BEI ON JULY 14 2017. FINAL EXERCISE DATE OF PREEMPTIVE RIGHT ISSUE SHALL BE 20 JULY 2017 AND THE RIGHT NOT EXERCISED UNTIL SUCH DATE SHALL BE NULL.

PRECAUTION

- SHAREHOLDER NOT EXERCISING THE RIGHT TO PURCHASE NEW SHARES AND MCB OFFERED IN THE LIMITED PUBLIC OFFERING V IN PROPORTION TO THE PREEMPTIVE RIGHT ISSUE HELD WILL BE DILLUTED IN THE COMPANY UP TO 50,84% (FIFTY POINT EIGHT FOUR PERCENT) FOLLOWING THE EXERCISE OF PREEMPTIVE RIGHT ISSUE OF SHARES AND MCB CONVERSION.
- THE RIGHT OF MCB HOLDER SHALL BE EQUAL TO THE RIGHT OF OTHER CREDITOR COMPANY BOTH AT PRESENT AND IN THE FUTURE, HOWEVER HIGHER THAN THE RIGHT OF SHAREHOLDER OF THE COMPANY.

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| <p>- THIS MCB CANNOT BE SECURED BY SPECIAL GUARANTEE, BUT
GENERAL GUARANTEE PRESCRIBED BY APPLICABLE LAWS.</p> <p>- MCB CANNOT BE ENCASHED.</p> |
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STANDBY BUYER

PT Samuel International, PT Danatama Kapital Investama, and
Innovate Capital Pte. Ltd.

FINANCIAL CONSULTANT

AJCapital Advisory and Danatama Makmur Sekuritas

SCHEDULE

Extraordinary General Meeting of Shareholders (EGMS) 7 February 2017

Effective Date: 22 June 2017

Final Date of Stock Trade with

Preemptive Right Issue at:

- Regular and Negotiation Market 7 July 2017
- Cash Market 12 July 2017

Commencement Date of Stock Trade without Preemptive Right
Issue at:

- Regular and Negotiation Market 10 July 2017
- Cash Market 13 July 2017

Recording Date in the Shareholder Register Entitled to

Preemptive Right Issue (Recording Date) 12 July 2017

Distribution of Preemptive Right Issue: 13 July 2017

Recording Date of Preemptive Right Issue in the Stock Exchange	14 July 2017
Trade Period of Preemptive Right Issue	14 - 20 July 2017
Exercise Period Preemptive Right Issue	14 - 20 July 2017
Final Date of Payment for Additional Stock Order	24 July 2017
Allocation Date	25 July 2017
Distribution Period of Shares from the Electronic Exercise Preemptive Right Issue	18 - 24 July 2017
Refund Date of Additional Stock Order Fund is not legible to Allocation	27 July 2017

LIMITED PUBLIC OFFERING V

1. GENERAL

LPO V of the Company has been approved by the EGMS held on 7 February 2017 which resolved the following matters:

1. Resolved, the Company is to conduct Limited Public Offering V to the Shareholders within the framework of Issuance of Preemptive Right Issue in accordance with FSA Regulation No. 32/PFSA.04/2015 ("LPO V"), including change in capitalization structure in connection with LPO V including the compensation of claim into shares, in accordance with Information to the Shareholder dated 30 December 2016.
2. Resolved, to appoint and authorize the Board of Directors of Company with the approvals of the Board of Commissioners

to issue New Shares within the framework of LPO V and Mandatory convertible bond.

3. Resolved, to appoint and authorize the Board of Directors of Company to take any action as required and necessary in connection with LPO V and Mandatory convertible bond in accordance with applicable laws and legislations, without any exception.

The Theoretical value of Preemptive Right Issue is IDR624,66 (six hundred twenty four point six six Rupiah) on assumption of share closing price on 13 April 2017.

Longhaul Holdings Ltd. As the shareholder of the Company decided not to exercise the Preemptive Right Issue held in this LPO V. Shares from the Exercise of Preemptive Right Issue offered through LPO V.

Shares Performance in BEI within the last period of 12 months

	Apr'16	Mei'16	Jun'16	Jul'16	Agt'16	Sep'16	Okt'16	Nov'16	Des'16	Jan'17	Feb'17	Mar'17
Highest Price (IDR)	50	50	90	50	68	68	246	322	310	520	505	376
Lowest Price (IDR) 50	50	50	50	50	68	68	63	206	240	264	262	278
Total Trade Volume (in thousand)	114	138	147.491	-	-	-	267.669	330.236	71.147	210.223	196.699	94.912

Below is information on suspension of trade of the company's shares in the last 3 (three) years in BEI

- The trade of the Company's shares was suspended by BEI on 11 June 2014 as per Company's Disclosure No.: 238/BR-BOD/V/14

dated 22 May 2014 and No.: 240/BR-BOD/V/14 dated 26 May 2014 submitted by the Company through IDXnet relating to maturity of payment for bond coupon issued by Bumi Capital Pte. Ltd. The trade of the Company's shares was reopened on 12 June 2014 after the company clarified and/or fulfilled all requirements set by the regulator.

- The trade of the Company's shares was suspended by BEI on 25 September 2014 due to: (i) non-submission of report on allocation of LPO IV in accordance with prospectus approved at the EGMS on 30 June 2014 above and (ii) incomplete submission of reply to request for explanation of Stock Exchange as public disclosure. The trade of the Company's shares was reopened on 7 October 2014 after the company clarified and and/or complied with the requirements set by the regulator.
- Trade of the company's shares was suspended by BEI on 30 June 2016 due to significantly increased cumulative price of shares in PT Bumi Resources Tbk. (BUMI) for the purpose of cooling down. The trade of company's shares was reopened on 5 October 2016 after the company clarified and/or complied with all requirements set by the regulator.
- The trade of company's shares was suspended by BEI on 25 October 2016 due to significantly increased cumulative price of shares of PT Bumi Resources Tbk. (BUMI) for the purpose of cooling down. The trade of company's shares was reopened

on 26 October 2016 after the company clarified all requirements set by the regulator.

Each shareholder of the Company whose name is entered in the Company's Shareholder Register as of 12 July 2017 at 16.00 WIST:

- A. Each holder of 1034 shares will receive 1000 (one thousand) Series A Preemptive Right Issue. In which each 1 (one) Series A Preemptive Right Issue entitles the holder to purchase 1 (one) New Series B Shares at an Exercise Price of IDR926,16 (nine hundred twenty six point one six Rupiah) which shall be paid in full when placing order for exercise of Preemptive Right Issue; and
- B. Each holder of 1000 shares will receive 284.494 (two hundred eighty four thousand four hundred ninety empat) Series B Preemptive Right Issue where each 1 (one) Series B Preemptive Right Issue is entitled to purchase 1 (one) MCB UNIT at an Exercise Price of IDR1 (one Rupiah) per MCB UNIT denominated in IDR1 (one Rupiah) per MCB UNIT or totaling an amount of IDR8.457.165.000.000 (eight trillion four hundred fifty seven billion one hundred SIXTY five million Rupiah). MCB in this LPO V is issued in scripless form.

On 8 October 2013, the Company, CFL, BRMS, KCL, SHL and Bumi Netherlands B.V. (Bumi Netherlands) signed a Master Deed to settle the remaining Principal loan with CFL of US\$1,3 billion ("CFL Debt") through series of main transactions. However, on 28 January 2014, Master Deed was amended and restated to

revise certain main transaction ("Amended and Restated Master Deed"). In such Amended and Restated Master Deed, it is agreed that the Company will offer to the Nominator Bumi the New Shares without Preemptive Right Issue and new share series different from the shares then outstanding ("Bumi Series B Shares"), and Nominator Bumi will transfer all shares to CFL. The aggregate purchase price of shares will not exceed US\$150.000.000 as agreed between Bumi Netherlands and CFL ("CFL Conversion").

PT Karsa Daya Rekatama (by letter dated 15 August 2015), was appointed as Nominator Bumi and to hold the New Shares to be delivered to CFL concurrent with BRMS shares.

CFL Conversion was later changed to Issuance of shares with Preemptive Right Issue to cope with 1 Year lock-up period to the shares issued without Preemptive Right Issue. The restructuring was made through Issuance of New Shares in the Limited Public Offering IV ("LPO IV"). The LPO IV was declared effective by FSA by Notice of Effective Registration Statement No. S-332/D.04/2014 on 30 June 2014. Company defaulted the payment of Interest to the holder of senior bond and convertible bond. Therefore, as disclosed by the Company in its Financial Statement per 31 December 2014, note 50ff, on 24 November 2014, Company through Bumi Capital Pte. Ltd., Bumi Investment Pte., Ltd., and Enercoal Resources Pte., Ltd., filed petition to Singapore High Court and later received approval for the suspension of payment of guaranteed debt of US\$300 million, guaranteed debt of US\$700 million and Secured

Convertible Bond of US\$375 million. Based on the discussion with CFL, it was agreed that the completion of CFL Conversion may only be made concurrently with the completion of debt restructuring.

On 25 April 2016, by the application for Postponement of Debt Payment Obligation payment debt ("PKPU") filed by one of the creditors of the Company, Castleford Investment Holdings Ltd., Commercial Court in Central Jakarta District Court decided the PKPU status of the Company. The PKPU status was terminated after the company and creditors reached a Settlement Agreement which provide for the completion of CFL Conversion on or before the completion of Bumi Conversion (as defined in the Settlement Agreement, performed by the Company through This LPO V).

Taking into consideration the above, PT Karsa Daya Rekatama has not settled the capital contribution to the shares issued by the Company of 6.900.000.000 shares for the purpose of CFL debt conversion of US\$150.000.000, thus PT Karsa Daya Rekatama is not entitled to Preemptive Right Issue in the LPO V of the Company.

Proforma capitalization structure and shareholder of the Company before and after LPO V:

I. Proforma capitalization structure and shareholding composition if the shareholder subscribes the right in LPO V:

- a. Based on assumption that if (i) all Series A Preemptive Right Issue offered in this LPO V are exercised by the shareholder of the Company except PSU, and (ii) MCB

conversion into shares of the Company does not occur, the proforma capitalization structure and shareholding composition of the Company before and after LPO V in connection with Series A Preemptive Right Issue on a proforma basis is as follows:

Description	Prior to LPO V			After Exercise of Series A Right Issue		
	Shares	Rupiah	%	Shares	Rupiahs	%
Authorized						
Capital						
Series A (Share nominal value @IDR 500 per share)	20,773,400,000	10,386,700,000,000	6.82%	20,773,400,000	10,386,700,000,000	6.82%
Series B (Share nominal value @IDR 100 per share)	283,633,000,000	28,363,300,000,000	93.18%	283,633,000,000	28,363,300,000,000	93.18%
Total	304,406,400,000	38,750,000,000,000	100.00%	304,406,400,000	38,750,000,000,000	100.00%
Issued and paid-up capital						
Series A (Share nominal value @IDR 500 per share)	20,773,400,000	10,386,700,000,000	56.72%	20,773,400,000	10,386,700,000,000	31.77%
Series B (Share nominal value @IDR 100 per share)	15,853,620,427	1,585,362,042,700	43.28%	44,603,156,624	4,460,315,662,400	68.23%

Description	Prior to LPO V		After Exercise of Series A Right Issue			
	Shares	Rupiah	%	Shares	Rupiahs	%
Total	36,627,020,427	11,972,062,042,700	100.00%	65,376,556,624	14,847,015,662,400	100.00%
Shareholding composition						
Long Haul Holdings Ltd	9,747,220,844	3,186,017,626,546	26.61%	9,747,220,844	3,186,017,626,546	14.91%
PT Damar Reka Energi	2,300,000,000	751,787,679,620	6.28%	4,105,332,033	932,320,882,928	6.28%
Community (each less than 5%)	24,579,799,583	8,034,256,736,534	67.11%	51,524,003,747	10,728,677,152,927	78.81%
Total	36,627,020,427	11,972,062,042,700	100.00%	65,376,556,624	14,847,015,662,400	100.00%
Series A (Nominal Rp 500)						
Series A (Nominal Rp 500)	-	-		-	-	
Series B (Nominal Rp 100)	267,779,379,573	26,777,937,957,300		239,029,843,376	23,902,984,337,600	

- b. Based on assumption that if (i) all Series A Preemptive Right Issue offered in this LPO V are exercised by the shareholder of the Company and converted into into shares of the Company except PSU and (ii) all Series B Preemptive Right Issue offered in this LPO V are exercised by the shareholder of the Company and converted into shares of the Company, proforma capitalization structure and shareholding composition of the Company before and after LPO V in

connection with Series B Preemptive Right Issue on a proforma basis is as follows:

Description	After Exercise of			After Exercise of		
	Series A Right			Series B Right		
	Issue			Issue		
	Shares	Rupiah	%	Shares	Rupiah	%
Authorized						
Capital						
Series A (Share nominal value @IDR 500 per share)	20,773,400,000	10,386,700,000,000	6.82%	20,773,400,000	10,386,700,000,000	6.82%
Series B (Share nominal value @IDR 100 per share)	283,633,000,000	28,363,300,000,000	93.18%	283,633,000,000	28,363,300,000,000	93.18%
Total	304,406,400,000	38,750,000,000,000	100.00%	304,406,400,000	38,750,000,000,000	100.00%
Issued and paid-up capital						
Series A (Share nominal value @IDR 500 per share)	20,773,400,000	10,386,700,000,000	31.77%	20,773,400,000	10,386,700,000,000	27.88%
Series B (Share nominal value @IDR 100 per share)	44,603,156,624	4,460,315,662,400	68.23%	53,734,634,123	5,373,463,412,300	72.12%
Total	65,376,556,624	14,847,015,662,400	100.00%	74,508,034,123	15,760,163,412,300	100.00%
Shareholding Composition						
Long Haul Holdings Ltd	9,747,220,844	3,186,017,626,546	14.91%	9,747,220,844	3,186,017,626,546	13.08%
PT Damar Reka Energi	4,105,332,033	932,320,882,928	6.28%	4,678,744,721	989,662,151,759	6.28%
Community (each less than 5%)	51,524,003,747	10,728,677,152,927	78.81%	60,082,068,558	11,584,483,633,996	80.64%
Total	65,376,556,624	14,847,015,662,400	100.00%	74,508,034,123	15,760,163,412,300	100.00%
Unissued						

Description	After Exercise of			After Exercise of		
	Series A Right			Series B Right		
	Issue			Issue		
	Shares	Rupiah	%	Shares	Rupiah	%
Shares						
Series A (Nominal IDR 500)	-	-	-	-	-	-
Series B (Nominal IDR 100)	239,029,843,376	23,902,984,337,600		229,898,365,877	22,989,836,587,700	

II. Proforma capitalization structure and shareholding composition if the shareholder does not subscribe the right and Standby Buyer performs its obligations:

- a. Based on assumption that if (i) all Series A Preemptive Right Issue offered in this LPO V are not exercised by the shareholder of the Company and Standby Buyer performs its obligations and (ii) MCB conversion into shares of the Company did not occur, the proforma capitalization structure and shareholding composition of the Company before and after LPO V of Series A Preemptive Right Issue on a proforma basis is as follows:

Description	After Exercise of					
	Prior to LPO V			Series A Right Issue		
	Saham	Rupiah	%	Saham	Rupiah	%
Authorized Capital						
Series A (Share nominal value @IDR 500 per share)	20,773,400,000	10,386,700,000,000	6.82%	20,773,400,000	10,386,700,000,000	6.82%

Description	After Exercise of					
	Prior to LPO V			Series A Right		
	Saham	Rupiah	%	Issue Saham	Rupiah	%
Series B (Share nominal value @IDR 100 per share)	283,633,000,000	28,363,300,000,000	93.18%	283,633,000,000	28,363,300,000,000	93.18%
Total	304,406,400,000	38,750,000,000,000	100.00%	304,406,400,000	38,750,000,000,000	100.00%
Issued and paid-up capital						
Series A (Share nominal value @IDR 500 per share)	20,773,400,000	10,386,700,000,000	56.72%	20,773,400,000	10,386,700,000,000	31.77%
Series B (Share nominal value @IDR 100 per share)	15,853,620,427	1,585,362,042,700	43.28%	44,603,156,624	4,460,315,662,400	68.23%
Total	36,627,020,427	11,972,062,042,700	100.00%	65,376,556,624	14,847,015,662,400	100.00%
Shareholding composition						
Long Haul Holdings Ltd	9,747,220,844	3,186,017,626,546	26.61%	9,747,220,844	3,186,017,626,546	14.91%
PT Damar Reka Energi	2,300,000,000	751,787,679,620	6.28%	2,300,000,000	751,787,679,620	3.52%
Community (each less than 5%)	24,579,799,583	8,034,256,736,534	67.11%	24,579,799,583	8,034,256,736,534	37.60%
PT Samuel International				28,465,258,788	2,846,525,878,800	43.54%
PT Danatama Kapital Investama				284,277,409	28,427,740,900	0.43%
Total	36,627,020,427	11,972,062,042,700	100.00%	65,376,556,624	14,847,015,662,400	100.00%
Unissued Shares						
Series A (Nominal IDR 500)	-	-		-	-	

Description	Prior to LPO V		After Exercise of			
			Series A Right			
	Saham	Rupiah	%	Saham	Rupiah	%
Series B (Nominal IDR 100)	267,779,379,573	26,777,937,957,300		239,029,843,376	23,902,984,337,600	

- b. Based on assumption that if (i) all Series A Preemptive Right Issue offered in this LPO V are not exercised by the shareholder of the Company and Standby Buyer performs its obligations and (ii) all Series B Preemptive Right Issue offered in this LPO V are not exercised by the shareholder of the Company and Standby Buyer performs its obligations and MCB are converted into shares of the Company, the proforma capitalization structure and shareholding composition of the Company before and after LPO V of Series B Preemptive Right Issue on a proforma basis is as follows:

Description	After Exercise of			After Exercise of		
	Series A Right			Series B Right		
	Issue			Issue		
	Shares	Rupiah	%	Shares	Rupiah	%
Authorized						
Capital						
Series A (Share nominal value @IDR 500 per share)	20,773,400,000	10,386,700,000,000	6.82%	20,773,400,000	10,386,700,000,000	6.82%
Series B (Share nominal value @IDR 100 per share)	283,633,000,000	28,363,300,000,000	93.18%	283,633,000,000	28,363,300,000,000	93.18%
Total	304,406,400,000	38,750,000,000,000	100.00%	304,406,400,000	38,750,000,000,000	100.00%
Issued and paid-up capital						

Description	After Exercise of			After Exercise of		
	Series A Right			Series B Right		
	Issue			Issue		
	Shares	Rupiah	%	Shares	Rupiah	%
Series A (Share nominal value @IDR 500 per share)	20,773,400,000	10,386,700,000,000	31.77%	20,773,400,000	10,386,700,000,000	27.88%
Series B (Share nominal value @IDR 100 per share)	44,603,156,624	4,460,315,662,400	68.23%	53,734,634,123	5,373,463,412,300	72.12%
Total	65,376,556,624	14,847,015,662,400	100.00%	74,508,034,123	15,760,163,412,300	100.00%
Shareholding composition						
Long Haul Holdings Ltd	9,747,220,844	3,186,017,626,546	14.91%	9,747,220,844	3,186,017,626,546	13.08%
PT Damar Reka Energi	2,300,000,000	751,787,679,620	3.52%	2,300,000,000	751,787,679,620	3.09%
Community (each less than 5%)	24,579,799,583	8,034,256,736,534	37.60%	24,579,799,583	8,034,256,736,534	32.99%
PT Samuel International	28,465,258,788	2,846,525,878,800	43.54%	28,465,258,788	2,846,525,878,800	38.20%
PT Danatama Kapital Investama	284,277,409	28,427,740,900	0.43%	284,277,409	28,427,740,900	0.38%
Innovate Capital Pte. Ltd.	9,131,477,499	913,147,749,900	12.26%			
Total	65,376,556,624	14,847,015,662,400	100.00%	74,508,034,123	15,760,163,412,300	100.00%
Unissued Shares						
Series A (Nominal IDR 500)	-	-	-	-	-	-
Series B (Nominal IDR 100)	239,029,843,376	23,902,984,337,600		229,898,365,877	22,989,836,587,700	

2. MANDATORY CONVERTIBLE BOND

Company will issue Mandatory convertible bond ("MCB") at nominal value of AS\$639.000.000 ("MCB Nominal Value") calculated at BI Middle Rate per approval date of PKPU of the Company on 25 April 2016 of IDR. 13.235 per AS\$1.

If the change in equity of the Company caused by MCB conversion to MCB Holder to shares up to maximum of 9.131.477.499 Series B Ordinary Shares at nominal value of IDR100 (one hundred Rupiah) per share at Conversion Price of IDR926,16 (nine hundred twenty six point one six Rupiah) occurred on 31 December 2016, the proforma Equity on such date was as follows:

Description	Proforma equity on December 31, 2016 after public offering v	Change occurring due to conversion of MCB	Proforma Equity on December 31, 2016 after conversion of MCB.
Issued and paid-up capital	1.827.396.837	67.572.933	1.894.969.770
Additional paid-up capital (Agió)	1.098.809.761	558.257.277	1.657.067.038
Reacquired outstanding shares	(34.159.759)		(34.159.759)
Differences in equity transactions of associate company	(27.756.685)		(27.756.685)
Differences in equity transactions of Joint Venture Company	(306.833.020)		(306.833.020)
Other Capital reserve	(2.472.685)		(2.472.685)
Profit Balance (deficit)	(3.289.442.356)		(3.289.442.356)
Equity (capital deficiency) attributable to the owner of Parent entity	(734.457.907)	625.830.210	(108.627.696)
Non-controlling interest	(69.144.372)		(69.144.372)
Capital deficiency - neto	(803.602.279)	625.830.210	(177.772.068)

*Using Bank Indonesia exchange rate stated in the Financial Statement of Bumi 2016.

MCB was issued at value of IDR8.457.165.000.000 (eight trillion four hundred fifty seven billion one hundred SIXTY five million

Rupiah) and offered in 8.457.165.000.000 (eight trillion four hundred fifty seven billion one hundred SIXTY five million) MCB UNIT maturing in the 7th (SEVENTH) year as of the Effective Date of Settlement Agreement.

MCB shall be converted into Series B Ordinary Shares (1) at Conversion Price of IDR1.204 (one thousand two hundred four Rupiah) in the first and second year, (2) at floating Conversion Price however not higher than IDR926,16 (nine hundred twenty six point one six Rupiah) in the third year until the seventh year and (3) all remaining MCBs not converted yet at floating price on due date of MCB. If the MCB is converted at Conversion Price below IDR926,16, the Company must issue New Shares subject to the approval of GMS and FSA.

Below are the conditions of Mandatory Convertible Bond:

A. MCB Purchase Conditions

Shareholders obtaining Series B Preemptive Right Issue or other party whose name is stated as the owner of Series B Preemptive Right Issue last acquired through purchase of Series B Preemptive Right Issue in the trading period of Series B Preemptive Right Issue commencing from 14 July 2017 until 20 July 2017 shall be entitled to MCB.

The following table describes the number of Preemptive Right Issue to be obtained by the shareholder and number of MCB which may be purchased by the holders of Preemptive Right Issue:

Shareholder with number of Preemptive Right Issue legible to be purchased:

Number of shares

<p>1034 Ordinary Shares shall be entitled to 1000 Series A Preemptive Right Issue and 1000 Ordinary Shares shall be entitled to 284.494 Series B Preemptive Right Issue.</p>	<p>1000 Preemptive Right Issue is Series A Preemptive Right Issue entitled to purchase New Shares, 1 (one) Series A Preemptive Right Issue shall be entitled to purchase 1 New Share at nominal value of IDR100 per share at an Exercise Price of IDR926,16</p> <p>284.494 Preemptive Right Issue is Series B Preemptive Right Issue where each 1 Series B Preemptive Right Issue shall be entitled to purchase 1 (one) MCB UNIT at an Exercise Price of IDR1 (one Rupiah) each MCB UNIT denominated in IDR1 (one Rupiah) per MCB UNIT or totaling an amount of IDR8.457.165.000.000 (eight trillion four hundred fifty seven billion one hundred SIXTY five million Rupiah). MCB in this LPO V is issued in scripless form</p>
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B. Interest

- Nature and amount of MCB Interest;

MCB Interest to be provided by the Company to MCB Holder is fixed amount, namely 6% (six percent) per year, provided that MCB will no longer bear interest upon conversion by MCB Holder.

- Payment Date of MCB Interest:

MCB Interest shall be paid by the Company each month to the MCB Holder. In the case of inadequacy of fund and non-payment interest, this shall not constitute default under MCB and Interest will be deferred and capitalized within sixth months after the first date so deferred.

- For avoidance of doubt, accrued MCB Interest shall be paid by Cash Waterfall principle even though all outstanding nominal value of MCB has been settled.
- Payment of Interest on MCB shall be made upon availability of cash after the company settles the payment order by Cash Waterfall principle detailed in Chapter III. (3) L in the Prospectus.
- MCB Interest capitalized is paid in cash on MCB Due Date.

C. Conversion Price

- Year 1 and Year 2: 30% premium of Reference Price.
- Year 3: which amount is lower than:
 - Reference Price; and
 - 40% premium of daily arithmetic average of IDR VWAP of Bumi shares for a period of 6 months which ended on the business day prior to the first day of Year 3. Exchange Rate, will be determined by reference to the Bloomberg page "BFIX USDIDR" at 12:00 noon (Jakarta Time) on the last business day prior to the first day of Year 3, will be applied to convert the average amount IDR VWAP to AS\$ VWAP
- Year 4: which amount is lower than:

- Reference Price; and
- 40% premium of daily arithmetic average of IDR VWAP of Bumi shares for a period of 6 months which ended on the business day prior to the first day of Year 4. Exchange Rate, will be determined by reference to the Bloomberg page "BFIX USDIDR" at 12:00 noon (Jakarta Time) on the last business day prior to the first day of Year 4, and will be applied to convert average amount IDR VWAP to AS\$ VWAP.
- Year 5: which amount is lower than:
 - Reference Price; and
 - 25% premium of daily arithmetic average dari IDR VWAP of Bumi shares for a period of 6 months which ended on the business day prior to the first day of Year 5. Exchange Rate, will be determined by reference to the Bloomberg page "BFIX USDIDR" at 12:00 noon (Jakarta Time) on the last business day prior to the first day of Year 5, and will be applied to convert average amount IDR VWAP to AS\$ VWAP.
- Year 6: on which amount is lower than:
 - Reference Price; and
 - 25% premium atas daily arithmetic average dari IDR VWAP of Bumi shares for a period of 6 months which ended on the business day prior to the first day of Year 6. Exchange Rate, will be determined by reference to the Bloomberg page "BFIX USDIDR" at 12:00 noon

(Jakarta Time) on the last business day prior to the first day of Year 6, and will be applied to convert average amount IDR VWAP to AS\$ VWAP.

- Year 7: which amount is lower than:
 - Reference Price; and
 - 25% premium of daily arithmetic average of IDR VWAP of Bumi shares for a period of 6 months ended on the business day prior to the first day of Year 7. Exchange Rate, will be determined by reference to the Bloomberg page "BFIX USDIDR" at 12:00 noon (Jakarta Time) on the last business day prior to the first day of Year 7, and will be applied to convert average amount IDR VWAP to AS\$ VWAP
- MCB Due Date: mandatory conversion of daily arithmetic average of IDR VWAP of Bumi shares for a period of 6 months ended on the last business day prior to MCB Due Date. Exchange Rate will be determined pada Bloomberg page "BFIX USDIDR" at 12:00 noon (Jakarta Time) on the last business day prior to MCB Due Date, will be applied to convert average amount IDR VWAP to AS\$ VWAP

D. MCB conversion

Conversion Rights may be exercised during the term of MCB in accordance with Conversion Method below the current Conversion Price. Except previously converted 100% Nominal Value of MCB shall be converted into Ordinary Shares in Bumi at the Conversion Price on MCB Due Date.

E. MCB conversion method

- As from the first day of Year 4 and so on, MCB Holder will be able to exercise their rights to convert, part or all, MCB Nominal Value of their MCB into Bumi Ordinary Shares on each business day.
- As from Year 1 to Year 3 (inclusive), MCB Holder may exercise their rights to convert, all or part, MCB Nominal Value of their MCB into Bumi Ordinary Shares subject to the following conditions:
 - At the beginning of each year:
 - Maximum Conversion to such Year = Conversion allocated but not exercised yet + New Conversion Principal
 - New Conversion Principal = 25% of Outstanding Amount on the first day of the Relevant year.
 - Non-Exercised Conversion Allocation = AS\$0 on the MCB Effective Date and will thereafter become the shares will equal to the amount of New Conversion Principal to the preceding years not converted yet at the end of the relevant year.
 - on each Conversion Date (as defined below) each year :
 - Conversion Principal until such date = Amount of Principal and accrued Interest converted into Ordinary Shares in Bumi in the said year until Conversion Date.

- Available Conversion Allocation= Maximum Conversion to Year tersebut dikurangi Principal converted to that date.
- The holder will be able to exercise their rights to convert all MCB Nominal Value of their MCB into Bumi Ordinary Shares on the 16th business day after each beginning of quarter ("Conversion Date") by giving Conversion Notice during the period commencing from the first business day from the beginning of each quarter and ends on the 15th business day in such quarter.
- If on each Conversion Date, MCB Issuer receive (or has received) Conversion Notice for the relevant quarter which if aggregated the amount will be less than Available Conversion Allocation, the holder notifying the Conversion to the relevant quarter will receive the shares in proportion to all MCB Nominal Value they elect to be converted.
- If on each Conversion Date, MCB Issuer receive (or has received) Conversion Notice for the relevant quarter which, if aggregated, is more than Available Conversion Allocation, MCB Issuer shall distribute the Available Conversion Allocation to each holder giving Conversion Notice for such quarter in proportion of MCB Nominal Value the holder elects to be converted to the total amount of MCB Nominal Value outstanding in connection

with Conversion Notice given to the MCB Issuer in the relevant quarter.

- o Share Delivery: Shares will be issued to the MCB Holder who has exercised the conversion right within 15 (fifteen) business day after the relevant conversion day or more as prescribed by Indonesian capital market regulation or other pertinent regulations (however not limited to approval of GMS of the Company and capital market authority (If required)).

F. Default

- Accelerated Exercise of MCB upon occurrence of:
 - (i) Default for non payment of all amounts collected from the MCB Holder executing LPO Option of the Company or Default arising out of failure of MCB Issuer to deliver the shares of Bumi to the MCB Holder at the execution of conversion right or on the MCB Due Date in accordance with provisions of MCB ("MCB Payment or Default of Conversion") may only be exercised in respect of order by at least 35% holder of Outstanding Principal Amount; and (ii) Default whatsoever other than MCB Payment or Default of Conversion which may only be exercised by order of at least 51% of holder of Outstanding Principal Amount.
- Default under MCB will be substantially the same as Default under the existing documentation to Convertible Bonds, provided that, in relation to Default in respect of cross-default, Default will only arise if each of

other debt is from the MCB Issuer. Bumi or Material Subsidiary Company (as defined in the existing documentation to Convertible Bond) to or in relation to fund borrowed or raised (other than in relation to Intercompany Claim) expressed by one of the creditor requirements, in connection with requirements of the document in respect of such debt, shall become due and payable earlier than the maturity for the reason that one of the failures or Default (howsoever described) and total amount of the relevant debt is at least AS\$25 million (or the equivalent in other currencies).

- In the case of accelerated payment, MCB Nominal Value will be outstanding and payable, together with the accrued Interest but unpaid (If any) on such date (as provided for by provisions of MCB and without prejudice to the right of MCB Holder to exercise the Conversion Rights in accordance with the provisions of MCB.

G. Governing Law

Laws of the Republic of Indonesia.

H. Dispute Resolution

- Parties agree that any dispute or difference of opinion arising out of or in connection with the performance of Trusteeship Agreement, shall be amicably resolved as set out in a separate deed signed by the Parties.
- any dispute or difference of opinion which cannot be resolved amicably Parties within a period of 30 (thirty)

calendar days as of date of written notice by either party as to such dispute (Grace Period), such dispute or difference of opinion shall be referred to Indonesian Capital Market Arbitration Board (BAPMI) in accordance with the Rules and Procedures of BAPMI and in accordance with Law Number: 30 Year 1999 (one thousand nine hundred ninety nine) on Arbitration and Alternative Dispute Resolution as amended.

USE OF PROCEEDS FROM LIMITED PUBLIC OFFERING V

The proceeds earned by the Company from the Issuance of New Shares from this LPO V (after deducted by the commission| cost| fee| and other expenses incurred for the issuance), will be applied for the repayment in full of accumulated debt in accordance with PKPU decision No. 36/Pdt.Sus-PKPU/2016/PN.Niaga.Jkt.Pst dated 28 November 2016 ("Settlement Agreement") with allocation as below detailed:

Obligation	Portion of Proceeds from LPO allocated		
	to Payment of Commission, Cost, Fee, and		%
	Other Expenses incurred for the Issuance		Allocation
	(in AS\$)	(in Rp)	
Payment of Commission, Cost, Fee, and Other Expenses incurred for the Issuance (Floating & Other Costs)	19.893.085,70	263.284.989.272,66	0,75%
hCreditor	Portion of Proceeds from LPO allocated for full		%
	repayment of Accumulated debt		Allocation

	(in AS\$)	(in Rp)	
Country Forest Limited 2009	749.183.207,83	9.915.439.755.630,05	28,26%
Credit Suisse 1	109.016.429,00	1.442.832.437.815,00	4,11%
Axis Bank Limited 2011	41.714.816,34	552.095.594.259,90	1,57%
Deutsche Bank 2011	40.373.493,93	534.343.192.163,55	1,52%
UBS AG 2012	43.371.238,25	574.018.338.238,75	1,64%
Raiffeisen Bank International	63.095.111,74	835.063.803.878,90	2,38%
CastlefordInvestment Holdings Ltd. 2014	51.150.361,81	676.975.038.555,35	2,46%
Credit Suisse 2010 - 2	88.554.210,71	1.172.014.978.746,85	4,31%
Holder of Senior Guaranteed Notes	251.059.918,36	3.322.778.019.494,60	11,43%
Holder of Senior Guaranteed Notes II	579.010.936,38	7.663.209.742.989,30	29,85%
Holder of Secured Convertible Bond	434.394.797,92	5.749.215.150.471,20	4,92%
Conversion Concurrent Creditors	180.009.463,00	2.382.425.242.805,00	
Hartman International Ltd.	103.087.500	1.364.363.062.500,00	3,89%
Profex Energy Pvt. Ltd.	6.000.000	79.410.000.000,00	0,23%
PT Simo Makmur	5.693.443	75.352.718.105,00	0,21%
Paradiso Resources Ltd.	64.003.800	847.090.293.000,00	2,41%
PT Samuel International	1.224.720	16.209.169.200,00	0,05%
Total Allocation for the full			
repayment of Accumulated debt	2.630.933.985,27	34.820.411.295.048,50	
TOTAL	2.650.827.070,97	35.083.696.284.320,20	100,00%

If the shareholder of the Company exercises its Preemptive Right Issue, the cash proceeds from the exercise of Series A Preemptive Right Issue and Series B will be applied for payment in the following order:

1. Commission, cost, fee, and other expenses incurred for the issuance.

2. In the case of remaining proceeds after the payment in point 1 above, the surplus proceeds will be applied to repay in full the debt of the company provided that:
 - i. Surplus proceeds from the exercise of Series A Preemptive Right Issue will be applied to repay in full the creditor of Bumi Conversion in accordance with above detail on a pro rata basis.
 - ii. Surplus proceeds from the exercise of Series B Preemptive Right Issue will be applied to repay in full creditor of the Mandatory Convertible Bond in accordance with above detail on a pro rata basis.

Information on creditors LPO V in accordance with Settlement Agreement is as follows:

On 9 November 2016, creditors of the Company verified to have voted to approve the proposed settlement by Bumi ("Settlement Agreement"). The voting generated consent from 100% concurrent creditors and 99,84% separate creditors by the votes supporting the Settlement Agreement.

Based on the voting, Commercial Court approved the Settlement Agreement on 28 November 2016.

Below is in-depth explanation of the Debt Settlement in the Settlement Agreement in respect of creditors whose debts are the purpose of use of proceeds from LPO V:

1. Country Forest Limited Facility 2009

On 18 September 2009, the Company (as "Debtor") and Subsidiary Entity, PT Sitrade Coal, Kalimantan Coal Limited (KCL),

Sangatta Holdings Limited (SHL) and Forerunner International Pte. Ltd. (as "Original Subsidiary Guarantors"), PT Samuel Sekuritas Indonesia (as "Arranger"), the Bank of New York Mellon (as "Administrative and Security Agent" and Country Forest Limited (as "Financier"), subsidiary entity wholly owned by China Investment Corporation (CIC), signed Secured Senior Term Loan Agreement ("CFL Loan") pursuant to which Country Forest Limited agree to provide credit facility to the Company of US\$1,9 billion.

Purpose of Loan:

Payment of balance debt of indirect acquisition of shares held in DEWA, PT Fajar Bumi Sakti (presently PT Kutai Bara Nusbetween), PEB, repayment of debts of the Group, and working capital including other general operating expenses the Company Interest: 12% per year, dibayar bulanan maturity:

- Commitment Facility A: 4th year as of drawdown date
- Commitment Facility B: 5th year as of drawdown date
- Commitment Facility C: 6th year as of drawdown date

Debt was last amended on 25 November 2009 and taken over by parent company, China Investment Corporation ("CIC"). Total debt upon verification in PKPU was AS\$1.326.963.622,46 excluding default and penalty costs. Debt Settlement CIC in the Settlement Agreement is as follows

- AS\$427.780.414,63 (32,24% of CIC Total debt) will be converted with New Senior Secured Facility and/or New 2021 Notes.
- AS\$150.000.000,00 will be converted to approximately 6.173.616.942 shares in Bumi (16,86% of total Equity of Bumi) was allocated through Issuance of New Shares on 5 September 2014 pursuant to Master Deed on 8 October 2013, as amended and restated on 28 January 2014 ("CFL Conversion") CFL Conversion will be completed on or before completion of Bumi Conversion.
- AS\$606.817.389,37 (45,73% of CIC Total debt) will be converted into shares in Bumi, on valuation of AS\$4,6 billion.
- AS\$142.365.818,46 (10,73% of CIC Total debt) will be converted with MCB for a term of 7 Years (convertible to Equity Bumi).
- Issuance of Contingent Value Rights

2. Facility Castleford Investment Holdings Ltd. 2014

On 14 November 2013, PT Bumi Resources Investment (BRI), Subsidiary entity, and Castleford Investment Holdings Ltd. (Castleford) signed Loan Facility Agreement, where Castleford agreed to provide fund support AS\$110.000.000 to develop certain project from BRI. on 31 December 2013, the amount of fund received AS\$79.333.332. This agreement was amended on 12 May 2014 with additional loan facility to AS\$150.000.000.

Interest: LIBOR + 6,7% per year

Due 30 December 2015

Purpose of Agreement:

This loan relates to the delivery of part of CDB Facility of AS\$50 million to the Castleford.

The debt was last amended on 30 December 2014. Total debt upon verification in PKPU was AS\$51.150.361,81 excluding default and penalty costs.

Debt Settlement Castleford in the Settlement Agreement is as follows:

- Total outstanding Principal and Interest under Castleford Debt was AS\$51.150.361,81 per 25 April 2016, excluding default and/or penalty costs (If any), will be converted into shares in Bumi.

3. Axis Bank Limited 2011

On 4 August 2011, the Company (as "Debtor") and Subsidiary Entity, PT Sitrade Coal, Kalimantan Coal Limited, Sangatta Holdings Limited and Forerunner International Pte. Ltd. (as "Original Guarantors"), and Axis Bank Limited, cabang Hong Kong, (as "Financier, Arranger, Facility Agent and Security Agent") entered into a Credit Agreement, where Financier agreed to provide the Company with credit facility of AS\$200 million. The proceeds from this loan facility ini will be applied to repay in part the debt of the Company from one facility or more provided by the Secured Creditor (as expressed in the Intercreditor Agreement) and pay

transaction expense. This loan was subjected to LIBOR interest rate plus 5,5% per year and will be repaid in full in twenty (20) quarterly installment. The Company had the option to prepay all or part of the before its maturity, however subjected to 2% fee of debt prepayment.

Interest: LIBOR + 5,5% per year, settled in 20 quarterly installment

Due 4 August 2016

Purpose of Loan:

The proceeds from the Issuance of Note will be applied to repay in part debt of the Company from one or more facility provided by the Secured Creditor (as set out in the Intercreditor Agreement) and pay transaction expense.

The debt was last amended on 20 August 2013. Total debt upon verification in PKPU was AS\$61.560.362,02 excluding default and penalty costs.

Debt Settlement Axis in the Settlement Agreement was as follows

- Up to 32,24% of total remaining debt will be converted with New Senior Secured Facility and/or New 2021 Notes
- Up to 57,03% of total remaining debt will be converted into shares in Bumi, based on valuation of AS\$4,6billion
- Up to 10,73% of Total Remaining Debt) will be converted with Mandatory Convertible Bond for a term of 7 Years (convertible to Equity Bumi)
- Issuance of Contingent Value Rights

4. Credit Suisse 2010 - 2

On 19 August 2010, the Company (as "Debtor") and Subsidiary Entity, PT Sitrade Coal, Kalimantan Coal Ltd., Sangatta Holdings Limited and Forerunner International Pte. Ltd. (as "Original Guarantors"), Financial Institution (as "Financier") and Credit Suisse, Singapore branch (as "Arranger, Facility Agent and Security Agent"), signed a Credit Agreement where Financier agreed to provide credit facility to the Company in the amount of AS\$150 million. Loan interest rate was LIBOR plus 11% per year. on 9 August 2013, the Company and Credit Suisse, Singapore branch signed a Supplemental Agreement amending the provisions of Credit Agreement, where loan facility will be repaid in full in fifteen (15) monthly installment since October 2013 until November 2014 and Loan interest rate was amended to LIBOR plus 18% per year effective as of 7 August 2013.

Interest: LIBOR + 8% per year

Due 12 June 2017

Purpose of Agreement:

The proceeds from the loan facility will be applied for payment of claim to PT Kutai Timur Sejahtera (KTS).

The debt was last amended on 12 June 2014. Total debt upon verification in PKPU was AS\$130.683.285,9 excluding default and penalty costs.

Suisse 2 Debt Settlement Credit in the Settlement Agreement is as follows

- Up to 32,24% of total remaining debt will be converted with New Senior Secured Facility and/or New 2021 Notes
- Up to 57,03% of total remaining debt will be converted into shares in Bumi, based on valuation of AS\$4,6billion
- Up to 10,73% of Total Remaining Debt) will be converted with Mandatory Convertible Bond for a term of 7 Years (convertible to Equity Bumi)
- Issuance of Contingent Value Rights

5. Deutsche Bank 2011

on 6 October 2011, the Company (as "Debtor") and Subsidiary Entity, PT Sitrade Coal, Kalimantan Coal Limited, Sangatta Holdings Limited, and Forerunner International Pte. Ltd. (as "Original Guarantors"), Deutsche Bank AG, Singapore branch, and WestLB AG, Singapore branch, (as "Financier"), Deutsche Bank AG, Hong Kong branch, (as "Facility Agent") and DB Trustees (Hong Kong) Limited (as "Security Agent") signed a Credit Agreement, where Financier agreed to provide credit facility to the Company in the amount of AS\$150 million at the interest rate of 5% per year plus LIBOR. This Financing Agreement will be paid by monthly installment of twenty five (25) times until months November 2014.

Interest: LIBOR + 5% per year

Due 6 October 2014

The debt was last amended on 18 October 2011. Total debt upon verification in PKPU was AS\$59.580.914,43 excluding default and penalty costs.

Debt Settlement Deutsche bank in the Settlement Agreement is as follows

- Up to 32,24% of total remaining debt will be converted with New Senior Secured Facility and/or New 2021 Notes
- Up to 57,03% of total remaining debt will be converted into shares in Bumi, based on valuation of AS\$4,6billion
- Up to 10,73% of Total Remaining Debt) will be converted with Mandatory Convertible Bond for a term of 7 Years (convertible to Equity Bumi)
- Issuance of Contingent Value Rights

6. UBS AG 2012

on 5 March 2012, the Company (as Debtor) and Subsidiary Entity, PT Sitrade Coal, Kalimantan Coal Limited, Sangatta Holdings Limited and Forerunner International Pte. Ltd. (as "Original Guarantors"), UBS AG, cabang London, ("Financier") and UBS AG, Singapore branch, (as "Arranger, Facility Agent and Security Agent") signed a Credit Agreement, where Financier agreed to provide credit facility to the Company of US\$75 million . Loan interest rate is LIBOR plus 6% per year. This loan shall be paid within six (6) installments in the same amount commencing from the calendar month to twenty one (21) after the application date and must be repaid in full within thirty six (36) months after application date.

Interest: LIBOR + 6% per year

Due 5 March 2015

Purpose of Agreement:

The proceeds from this loan facility will be applied to refinance short-term loan of AS\$75 million from UBS AG, Singapore branch.

The debt was last amended on 5 March 2012. Total debt upon verification in PKPU was AS\$64.004.815,62 excluding default and penalty costs.

Debt Settlement UBS AG bank in the Settlement Agreement is as follows

- Up to 32,24% of total remaining debt will be converted with New Senior Secured Facility and/or New 2021 Notes
- Up to 57,03% of total remaining debt will be converted into shares in Bumi, based on valuation of AS\$4,6billion
- Up to 10,73% of Total Remaining Debt) will be converted with Mandatory Convertible Bond for a term of 7 Years (convertible to Equity Bumi)
- Issuance of Contingent Value Rights

7. Senior Guaranteed Note II

On 30 September 2010, the Company through Bumi Investment Pte. Ltd. ("Issuer"), Subsidiary entity wholly owned, issued 10,75% Senior Guaranteed Notes in the amount of AS\$700 million due 6 October 2017 ("Note") with Credit Suisse Limited, Singapore branch, Deutsche Bank and JPMorgan (S.E.A.) Limited as Joint Lead Manager. The note was secured by the Group, among others Sitrade, KCL, SHL and Forerunner.

Purpose of Loan:

The proceeds from the Issuance of Note will be applied to pay short-term debt of JPMorgan Chase, Credit Suisse and Bright Ventures and to pay in full long term debt Raiffeisen Zentralbank Osterreich AG, buyback of 5% of Secured Convertible Bond II in the amount of AS\$300 million and repayment of other debts.

The debt shall be due in 2017. Total debt upon verification in PKPU adalah AS\$854.471.528 excluding cost- cost default and penalty.

Debt Settlement Senior Guaranteed Note II in the Settlement Agreement is as follows:

- Up to 32,24% of total remaining debt will be converted with New Senior Secured Facility and/or New 2021 Notes
- Up to 57,03% of total remaining debt will be converted into shares in Bumi, based on valuation of AS\$4,6billion
- Up to 10,73% of Total Remaining Debt) will be converted with Mandatory Convertible Bond for a term of 7 Years (convertible to Equity Bumi)
- Issuance of Contingent Value Rights

8. Senior Guaranteed Note

On 13 November 2009, the Company (as "Guarantor"), through Bumi Capital Pte. Ltd. (as "Issuer"), Subsidiary entity wholly owned, issued 12% Senior Guaranteed Notes, in the amount of AS\$300 million due 10 November 2016 ("Note") with Credit Suisse Limited, Singapore branch, and Deutsche Bank

as Manager. The Note was secured by the Subsidiary entity, among others Sitrade, KCL, SHL and Forerunner (as "Original Subsidiary Guarantors").

Purpose of Loan:

The proceeds from the Issuance of Note 1 will be applied for initial capital expenditures and exploration and development costs of DPM, subsidiary, investment and future acquisition of other mining companies, working capital and operating expenses.

Total debt upon verification in PKPU was AS\$370.500.000,3 excluding default and penalty costs.

Debt Settlement Senior Guaranteed Note I in the Settlement Agreement is as follows

- Up to 32,24% of total remaining debt will be converted with New Senior Secured Facility and/or New 2021 Notes
- Up to 57,03% of total remaining debt will be converted into shares in Bumi, based on valuation of AS\$4,6billion
- Up to 10,73% of Total Remaining Debt) will be converted with Mandatory Convertible Bond for a term of 7 Years (convertible to Equity Bumi)
- Issuance of Contingent Value Rights

9. Credit Suisse 1

On 19 August 2010, the Company (as "Debtor") and Subsidiary Entity, Sitrade, KCL, SHL and Forerunner (as "Original Guarantors"), Financial Institution (as "Financier") and Credit Suisse, Singapore branch (as "Arranger, Facility

Agent and Security Agent"), signed a Credit Agreement where Financier agreed to provide credit facility to the Company of US\$150 million. The Loan interest rate was LIBOR rate plus 11% per year.

Interest: LIBOR + 18% per year

Due 7 November 2014

Purpose of Loan:

The proceeds from the loan may be applied by the Enercoal Resources for the redemption of Convertible Bond and payment for transaction cost.

This agreement was last amended on June 10 2014. Total debt upon verification in PKPU was AS\$160.880.268,1 excluding default and penalty costs.

Credit Suisse 1 Debt Settlement in the Settlement Agreement is as follows

- Up to 32,24% of total remaining debt will be converted with New Senior Secured Facility and/or New 2021 Notes
- Up to 57,03% of total remaining debt will be converted into shares in Bumi, based on valuation of AS\$4,6billion
- Up to 10,73% of Total Remaining Debt) will be converted with Mandatory Convertible Bond for a term of 7 Years (convertible to Equity Bumi)
- Issuance of Contingent Value Rights

10. Raiffeisen Bank International (RBI)

On 12 June 2014, the Company (as "Debtor") and Subsidiary Entity, Sitrade, KCL, SHL and Forerunner (as "Original

Guarantors"), and Raiffeisen Bank International (RBI), cabang Labuan, (as "Financier") entered into a Credit Agreement, where Financier agreed to provide the Company with the loan in the amount of AS\$80 million. This loan was made for the purpose of payment of claim to PT Kutai Timur Sejahtera (KTS) in respect of KTS transfer. This loan was subjected to LIBOR rate plus 8% per year. The loan will be settled in monthly installment commencing as of the eleventh calendar month (11) after the drawdown date and shall be repaid in full in the thirty sixth calendar month (36) after drawdown date. Interest: LIBOR + 8% per year due 12 June 2017
Purpose of Agreement:

The proceeds from the loan facility will be applied to pay the claim of PT Kutai Timur Sejahtera (KTS).

This loan is in default (Default) due to non-repayment by the Company of Interest when due. On 14 November 2014, the Company received notice of default for non-payment of Interest.

Total debt upon verification in PKPU was AS\$93.112.190,37 excluding default and penalty costs.

Completion of RBI in the Settlement Agreement is as follows

- Up to 32,24% of total remaining debt will be converted with New Senior Secured Facility and/or New 2021 Notes
- Up to 57,03% of total remaining debt will be converted into shares in Bumi, based on valuation of AS\$4,6billion

- Up to 10,73% of Total Remaining Debt) will be converted with Mandatory Convertible Bond for a term of 7 Years (convertible to Equity Bumi)
- Issuance of Contingent Value Rights

11. Secured Convertible Bond

On 5 August 2009, the Company (as "Guarantor") through Enercoal Resources Pte. Ltd. (Enercoal) (as "Issuer"), Subsidiary entity wholly owned, signed a Purchase Agreement relating to Secured Convertible Bond of AS\$375 million at interest rate of 9,25% ("Secured Bonds") with Credit Suisse Limited, Singapore, acting as Sole Placement Agent.

This Secured Bonds, due 5 August 2014, was initially convertible into Ordinary Shares of the Company at value of IDR3.366,90 per share. This Conversion Price is subject to change on the adjustment made in connection with, among others, change in share nominal value, consolidation or reclassification of shares, profit capitalization or capital reserve, capital distribution, Limited Public Offering and other events with dilutive effect.

Total debt upon verification in PKPU was AS\$434.394.797,92 excluding default and penalty costs.

The settlement of Secured Convertible Bond in the Settlement Agreement is as follows

- Up to AS\$130.318.439,38 (30% of Total debt CB) will be converted into shares in Bumi based on valuation of AS\$4,6billion.

- Up to AS\$304.076.358,54 (70% of Total debt Secured Convertible Bond) will be converted with Mandatory Convertible Bond for a term of 7 years.

12. Conversion Concurrent Creditors

Below is the Conversion Concurrent Creditor which is vendor of the Company in the business operations. The debts of Conversion Concurrent Creditors are claims of vendor to the Company in its business operations registered until PKPU Decision Date on 25 April 2016 without interest rate as below detailed:

Conversion Concurrent Creditor	Amount of Debt (in USS)	Amount of Debt (in IDR)	Loan Application
Hartman International Ltd.	103.087.500	1.364.363.062.500,00	Company Restructuring
Profex Energy Pvt. Ltd.	6.000.000	79.410.000.000,00	subsidiary operations in Yemen
PT Simo Makmur	5.693.443	75.352.718.105,00	subsidiary operations in Gorontalo
Paradiso Resources Ltd.	64.003.800	847.090.293.000,00	arranger cost company loan and financial consultant
PT Samuel International	1.224.720	16.209.169.200,00	arranger cost company loan

Company informs that the creditors above have no affiliation with the Company.

RISK FACTOR

Risk factor is divided into 4 categories; (i) Main Category, (ii) Material Business Risk, (iii) General Risk, and (iv) Financial Risk as below detailed:

Main Category

- Coal price is cyclical and dependent on the fluctuation and significant reduction in the coal selling price may have significant adverse effect on the business, financial condition, results of operations and business prospect of the Company.

Material Business Risk

- Regulatory Framework which provides for mineral resource sector and mining industry in Indonesia changes significantly and interpretation of Law on Mining and uncertainty in the enforcement of Local Government in Indonesia may affect the business, financial condition, operation results and prospect
- Indonesian Law on Mining Mineral and Coal and the implementing regulations in force may affect the concession Mining coal, consents, authorizations and operations, business, financial condition, operations results and prospect
- Coal market is highly competitive and affected by the factors beyond control of the Company.
- If international coal industry experiences oversupply, results of operations may be affected

- The characteristics of coal may cause difficulties to the coal users to comply with the environmental standards relating to the coal burning which causes the customers shift to alternative fuel which has adverse effect on the sales volume of the Company
- Coal operations of the Company are dependent on the ability of the Company to secure, maintain and renew licenses and approvals and maintain the concessions issued by the Government and other relevant authorities
- Fluctuating price of fuel, parts (mainly tires) and explosives and significant cost fluctuation of Contractor may affect the production cost of the Coal Company
- Fluctuating Cost of transportation and disturbance in transportation may affect the Coal demand and increase the competition of coal producers elsewhere in Asia and world Company would not have succeeded in developing non-coal mining operations planned by the Company in coping with the competition with other mining companies
- Demand for coal products may be affected by the technological advancement and increased demand for sources of alternative and renewable energy
- Company relies on a minority of customers
- Majority of Coal operations of the Company are performed and will be performed by the Contractor
- Company relies on international marketing agent for its coal export sales

- Company relies on the equipment, machineries mainly to carry out its mining operations
- Company would not have been able to generate adequate quantity of coal to fulfill the needs of its customers, which may eventually may affect the relationship with the Company
- Company relies on its key personnel including availability of qualified technical personnel
- Mining operation is inherently dangerous and may be affected by the unpredictable constrains, which may result in operations to fluctuate in during the fiscal period
- Estimated coal resources and reserves from the benchmark calculation use various assumptions. There is no guarantee that the quantity, quality or anticipated outcome, may be achieved
- Company is under the continuing obligation of mine reclamation and rehabilitation, including cost of mine closure. Company may have different opinions with those of strategic partners of the Company, China Investment Corp ("CIC") and Tata, which may affect the business of the Company
- Insurance coverage of the Company does not cover all potential loss of exploration by the Company may not generate viable commercial resources

General Risk

- New laws, rules, regulations, decrees or announcements by the Government may affect the operations and business of the Company

- Political instability in Indonesia may also have adverse effect on the economy, which eventually pose adverse impact on the business, financial condition, operation results and business prospect of mining of the company may be affected by negative publicity of the consumer and environmental group the consequence of which may affect the reputation and financial position of the Company Group
- Company faced difficulties in resolving the dispute in the compensation paid to other land users or holder of surface rights
- Company has settled certain value added taxes on payment of coal royalty to the Government under KKTB KPC and Arutmin, and corporate actions on such relevant amount may be rejected by the Government
- Tax liabilities of KPC and Arutmin are dependent on the decision to be issued by the Government
- illegal Tax payment by the employee of the Company result in new tax liabilities
- Coal mining operations of the Company caused expensive and non-recoverable environmental damage, where change of law and regulations on environment and the interpretations and enforcement or unforeseeable environmental effect of the company operations, may require the Company to incur new or additional costs
- Change in domestic, regional or global economy or adversarial business and financial change which is harmful

to the Main shareholder of the Company may affect the business of the Company

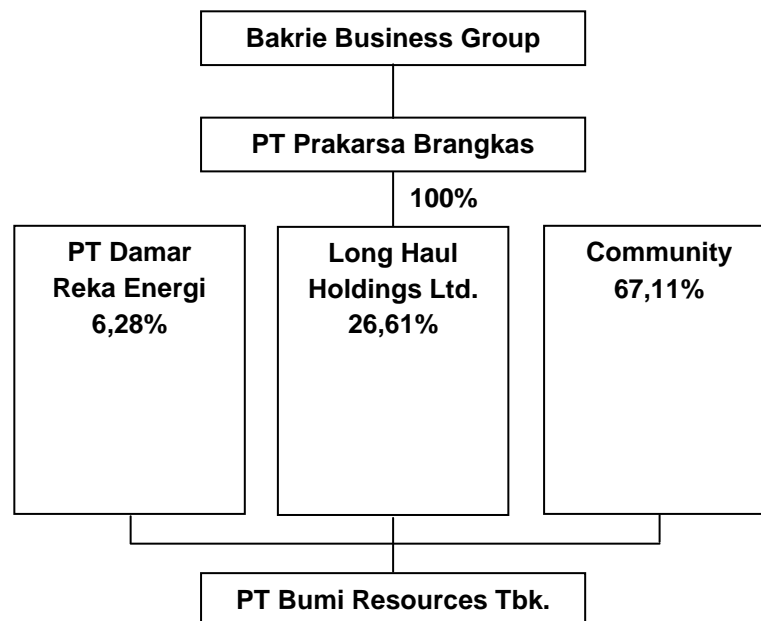
- Epidemic or epidemic fear or serious health issues of the communities in Asia (including Indonesia) or elsewhere may have adverse effect on the economy of certain Asian countries and affect the Company Group
- Social instability and broader regional autonomy in Indonesia may have adverse effect on the business, financial condition, operation results and prospect
- Labor activism may adversely affect the company, customers, Contractor and Indonesian companies in general, which may eventually affect the business, financial condition, operation results and business prospect
- Indonesia is situated in the earthquake zone and has significant geological risks which may cause social and economic unrest.
- Subject to the provisions of KKTB KPC and Arutmin, all properties, plants and equipment of the Company for coal mining operations Company shall be assigned to the Government and Creditors did not benefit from the assets in bankruptcy of liquidation
- Fluctuating foreign exchange rate (such as AS\$ vs Rupiah) which materially and adversely affect the operations and financial performance of the Group
- Company has been exposed to the risk relating to the litigation

Financial Risk

- Credit Risk
- Liquidity Risk
- Foreign Exchange Risk
- Equity Price Risk
- Interest Rate Risk

**INFORMATION ON COMPANY, BUSINESS OPERATIONS, INCLUDING TREND
AND BUSINESS PROSPECT**

A. Controlling Structure



B. Important Agreement with Third Parties

Important Supplemental Agreements entered into between the Company and Its Subsidiary with third parties relating to the operations of the Company were as follows:

No	Party	Term	Subject Matter	Governing Law
1.	Conditional Asset Transfer Agreement dated 24 September 2013 between Mr. Mr. Dovie Supit and Mr. Andi Pangeran	N/A	Transfer of 275 shares	Laws of the Republic of Indonesia
2.	2. Direct Agreement dated 1 October 2009 amended on 9 November 2009 between Issuer, Bhivpuri Investments Limited, and Bhira Investment Limited	N/A	Execution of Guarantee of Shares in the Coal Company owned by the Issuer or the Issuer Company Group	British Law
3.	Management Services Agreement dated 2 July 2014 between KPC and Fullbloom Investment	Valid until terminated writing by the Parties	Management Support Services Agreement required by the Company to the Contractor at fee of USD1.900.000	Laws of the Republic of Indonesia
4.	Management Services Agreement dated 20 November 2006 as amended and restated in Management Agreement dated July 2 2014 between KPC and Issuer	Valid until terminated writing by the Parties	Issuer as Contractor to provide management support services to KPC	Laws of the Republic of Indonesia
5.	Marketing Facility Agreement dated August 13 2012 between KPC and Trust Energy Resources Pte Ltd	11 October 2015 until 5 August 2021	Trust Energy Resources Pte Ltd provide intermediary services for marketing and sales of in connection with the contract with Tata Group in the territory	British Law

No	Party	Term	Subject Matter	Governing Law
6.	Management Agreement as amended and restated on 14 July 2011 between Glencore International AG, KPC and Indocoal Resources (Cayman) Limited;	10 October 2015 until 5 August 2021	Glencore International AG has been appointed by KPC to market and sell the products of KPC	British Laws
7.	Long Term Offering Agreement dated 6 July 2005, Long Term Offering Agreement dated April 28 2006, Long Term Offering Agreement dated 26 June 2007, Long Term Offering Agreement 1 dated July 2008, last amended by Fourth Long-Term Offering Agreement dated 21 December 2009 between KPC and Indocoal Resources (Cayman) Limited	Parties agreed that the term of this agreement shall commence from July 5, 2005 to the date on which Coal Work Contract of KPC shall expire or be terminated.	KPC sells to IndoCoal Resources (Cayman) Ltd the products within the territory under the KPC Work Contract	Laws of the Republic of Indonesia
8.	Sale and Purchase Agreement of Diesel Fuel dated August 24, 2009 last amended by First Amendment dated March 22, 2013 between PT Petromine Energy Trading, KPC and PT Arutmin Indonesia	Valid until terminated in writing by the Parties	PT Petromine Energy Trading to provide and supply fuel to support the operations of KPC and Arutmin	Laws of Singapore
9.	Diesel Fuel Sale and Purchase Agreement dated	Valid until expiration of	PT Petromine Energy Trading sells diesel fuel	British Law

No	Party	Term	Subject Matter	Governing Law
	16 December 2013 between PT Petromine Energy Trading and KPC	work contract	to KPC in performing its business operations	
10.	Intercompany Loan Agreement between KPC and Mountain Netherlands Investments B.V. dated 2 July 2014	Remain in effect to the extent Bhira Investment Ltd is the holder of shares in KPC	KPC agreed to provide loan facility of USS95.000.000 and Mountain Netherlands Investments B.V. agreed to receive loan facility from KPC	British Law
11.	Intercompany Loan Facility Agreement dated 2 July 2014 between KPC and Bhira Investments Ltd	Remain in effect to the extent Bhira Investment Ltd is the holder of shares in KPC	KPC agreed to provide loan facility to Bhira Investment Ltd of USS150.000.000	British Law
12.	Coal Mining and Hauling Contractor Agreement dated August 30 2013 between AI and PT Jhonlin Baratama	Valid for 7 years as from August 30 2013 until 30 August 2020	AI agreed to appoint Jhonlin as Contractor to perform all Mining and hauling services in kintap mining block except minerals and processing and refining process to be performed by AI	Laws of the Republic of Indonesia
13.	Coal Mining and Hauling Contractor Agreement dated 20 December 2012 between AI and PT Jhonlin	Valid for a term of 7 Years as from 2 January 2013 to 2 January 2020.	AI agreed to appoint Jhonlin as Contractor to perform all Mining and hauling services in the mine area DU.317 except	Laws of the Republic of Indonesia

No	Party	Term	Subject Matter	Governing Law
	Baratama		minerals and processing and refining activities to be performed by AI.	
14.	Coal Mining and Hauling Contractor Agreement dated February 22 2013 between AI and PT Jhonlin Baratama	Valid for a term of 7 years as from February 12, 2013 until February 2, 2020.	AI agreed to appoint Jhonlin as Contractor to perform all Mining and hauling services in the mine area DU.317 except minerals and processing and refining activities to be performed by AI.	Laws of the Republic of Indonesia
15.	JB Mining Contract No. KTP/15/C16R between PT Arutmin Indonesia and PT Jhonlin Baratama	Valid until March 31, 2017	Contractor will perform the functions as custodian of the Mining Pit Area of Pit Kintap Barat. Contractor will maintain hauling roads, connecting roads, plan and perform coal mining and hauling	Laws of the Republic of Indonesia
16.	Wet Rental Contract No. KTP/15/C17R between PT Arutmin Indonesia and PT Jhonlin Baratama	Valid until March 31, 2017	Contractor will provide equipment required for the coal mining "wet rental"	Laws of the Republic of Indonesia

**INFORMATION ON STANDBY BUYER AND/OR PROSPECTIVE CONTROLLER OF
THE COMPANY**

Below is Standby Buyer subscribing the remaining shares not subscribed the by the Holder of Preemptive Right Issue:

1. PT Samuel International

Pursuant to deed of Purchase Agreement of Remaining Shares in the Limited Public Offering V PT Bumi Resources Tbk No. 89 dated 12 May 2017, drawn up before Humberg Lie, SH., SE., MKn., Notary Public in North Jakarta, by appointment letter No. 140/BR-BOD/V/17, Standby Buyer (Standby Buyer) in connection with This LPO V is:

PT Samuel International ("Samuel")

Menara Imperium Lt. 21

Jl. HR. Rasuna Said

South Jakarta - 12980

Phone.: +6221 2854 8100

2. PT Danatama Kapital Investama

Pursuant to deed of Purchase Agreement of Remaining Shares in the Limited Public Offering V PT Bumi Resources Tbk. No. 90 dated 12 May 2017, drawn up before Humberg Lie, SH., SE., MKn., Notary Public in Jakarta, Standby Buyer (Standby Buyer) in connection with this LPO V is:

PT Danatama Kapital Investama ("Danatama")

Menara Anugrah Lt. 16

Jl. Mega Kuningan Lot 8.6 - 8.7

Kawasan Mega Kuningan

South Jakarta - 12950

Phone.: +6221 5790 1301

3. Innovate Capital Pte. Ltd.

Pursuant to deed of Purchase Agreement Siaga Sisa Mandatory convertible bond WITHIN the FRAMEWORK OF Limited Public Offering V PT Bumi Resources Tbk No.90 tanggal 16 June 2017, drawn up before Humberg Lie, SH., SE., MKn., Notary Public in North Jakarta by appointment letter 155/BR/BOD/V/17, Standby Buyer subscribing the remaining MCB in connection with this LPO V adalah:

Innovate Capital Pte. Ltd. ("Innovate")

38 Beach Road, #29-11 South Beach Tower

Singapore 189767

INFORMATION ON TRUSTEESHIP

In connection with LPO V, PT Bank Bukopin Tbk acts as Trustee to represent the interest of the MCB Holder as defined by Investment Law.

Trustee Bank as Trustee hereby expressly declares that:

- It is not affiliated with the Company, either directly or indirectly as defined in Article 1 item I Investment Law.

- It has no credit relationship in excess of 25% of the debt under trustee in accordance with FSA Regulation No.VI.C.3 on Credit Relation and Guarantee between Trustee and the Company.
- It has not received and demanded prepayment of the obligations of the Company to the Trustee as creditor in the case of financial difficulties of the Company, in the reasonable opinion of Trustee, causing inability to fulfill its obligations to the holder of Debt Security.
- It does not act as the guarantor and pledgor in the Issuance of Security debt as defined in the Regulation Number VI.C.3 on Credit Relationship and Guarantee between Trustee and the Company.

Address of Trustee:

PT. Bank Bukopin, Tbk

Treasury Division - Trustee Work Unit

Gedung Bank Bukopin Lt. 8

Jalan MT Haryono Kav. 50-51

South Jakarta, 12770

Tel: 021-7988266 ext. 1859, 1861, 1862

Fax. 021 - 7980705

**DISTRIBUTION OF PROSPECTUS AND PURCHASE ORDER FORM OF SHARES
AND/OR OTHER DEBT SECURITY**

The Prospectus and Preemptive Right Issue, will be available to the shareholders of the Company whose names are entered in

the Shareholder Register as of 12 July 2017 at 16.00 WIST in BAE of the Company.

Stock Administration Bureau

Company

PT Ficomindo Buana Registrar

PT Bumi Resources Tbk

Gedung Wisma Bumiputera,
Lt. M Suite 209
Jl. Jenderal Sudirman Kav. 75
South Jakarta
Phone: 021 526 0976-77
Fax: 021 570 0968

Rasuna Epicentrum
Bakrie Tower, Lt 12
Jl. H.R Rasuna Said
Jakarta 12940, Indonesia
Phone: (62-21) 5794 2080
E-mail: info@bumiresources.com
Website: www.bumiresources.com

If the shareholders entered in the Company's Shareholder Register as of July 12, 2017 have not received or taken the Prospects and Preemptive Right Issue until 20 July 2017 and failed to contact BAE, all risk of loss shall not be the liability of the Stock Administration Bureau or the Company, but the sole responsibility of the relevant shareholders.