Clean Technology Fund
Loan Agreement

(Geothermal Clean Energy Investment Project –
Total Project Development in Ulubelu Units 3 and 4 and Lahendong Units 5 and 6)

between

REPUBLIC OF INDONESIA

and

INTERNATIONAL BANK FOR RECONSTRUCTION
AND DEVELOPMENT

acting as an implementing entity of the Clean Technology Fund

Dated December 5, 2011
CLEAN TECHNOLOGY FUND LOAN AGREEMENT

AGREEMENT dated, December 5, 2011, entered into between: REPUBLIC OF INDONESIA ("Borrower") and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT ("World Bank"), acting not in its individual capacity but solely in its capacity as an implementing entity of the Clean Technology Fund.

The Borrower and the World Bank hereby agree as follows:

Article I
Standard Conditions; Definitions

1.01. The Standard Conditions (as defined in the Appendix to this Agreement) constitute an integral part of this Agreement.

1.02. Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the Standard Conditions or in the Appendix to this Agreement.

Article II
Loan

2.01. The World Bank agrees to lend to the Borrower, on the terms and conditions set forth or referred to in this Agreement, the amount of one hundred twenty five million Dollars ($125,000,000) ("Loan"), to assist in financing the project described in Schedule 1 to the IBRD Loan Agreement ("Project").

2.02. The Borrower may withdraw the proceeds of the Loan in accordance with Section IV of Schedule 2 to this Agreement.

2.03. The Loan is funded out of the resources made available to the World Bank as an implementing entity of the Clean Technology Fund. In accordance with Section 3.02 of the Standard Conditions, the Borrower may withdraw the Loan proceeds subject to the availability of such funds.

2.04. The Management Fee payable by the Borrower, pursuant to Section 4.01(a) of the Standard Conditions, shall be equal to one-quarter of one percent (1/4 of 1%) of the Loan. The Borrower shall pay the Management Fee not later than sixty (60) days after the Effective Date.

2.05. The Service Charge payable by the Borrower on the Withdrawn Loan Balance shall be equal to one-fourths of one percent (1/4 of 1%) per annum.
2.06. The Payment Dates are April 15 and October 15 in each year.

2.07. The principal amount of the Loan shall be repaid in accordance with the repayment schedule set forth in Schedule 2 to this Agreement.

2.08. The Payment Currency is the Dollar.

Article III
The Project

3.01. The Borrower declares its commitment to the objectives of the Project. To this end, the Borrower shall cause the Project to be carried out by the Project Implementing Entities in accordance with the provisions of Article II of the Standard Conditions and the Project Agreement.

3.02. Without limitation upon the provisions of Section 3.01 of this Agreement, and except as the Borrower and the World Bank shall otherwise agree, the Borrower shall ensure that the Project is carried out in accordance with the provisions of Schedule 2 to this Agreement.

Article IV
Additional Remedies

4.01. The Additional Events of Suspension consist of the following:

(a) The Borrower's Decision No. C-24026.HT.01.01 dated October 9, 2003 or Decree No. W7-00089.HT.01.01.Th.2007 dated January 3, 2007 pursuant to which Pertamina and PGE, respectively, have been established and are operating and any other laws and regulations governing the organization, reorganization, restructuring, and operations of the Project Implementing Entities have been assigned, amended, abrogated, or waived, or permitted to be assigned, amended, abrogated, or waived so as to affect materially and adversely the ability of either of the Project Implementing Entities to perform any of its obligations under the Project Agreement.

(b) The Borrower has failed to perform any of its obligations under the IBRD Loan Agreement.

(c) Any Governmental Approval lapses, or has been suspended, revoked, or canceled so as to affect materially and adversely the ability of PGE to construct, operate, or maintain the Facilities, or a substantial part thereof.
Any of the provisions of the Joint H2S Abatement Agreement shall have been assigned, amended, abrogated, or waived, or permitted to be assigned, amended, abrogated, or waived so as to affect materially and adversely the implementation of the Project or the achievement of the objective thereof.

As a result of events which have occurred after the date of this Agreement, an extraordinary situation shall have arisen which shall make it improbable that the parties to the Joint H2S Abatement Agreement will be able to perform their obligations under said Agreement.

4.02. The Additional Events of Acceleration consist of the following:

(a) The event specified in Section 4.01 (c) of this Agreement occurs and is continuing for a period of thirty (30) days after notice of the event has been given by the World Bank to the Borrower.

(b) The event specified in Section 4.01 (d) of this Agreement occurs.

Article V
Effectiveness; Termination

5.01. The Additional Conditions of Effectiveness consist of the following:

(a) The Subsidiary Loan Agreement has been executed on behalf of the Borrower and Pertamina.

(b) The IBRD Loan Agreement has been executed and delivered and all conditions precedent to its effectiveness or to the right of the Borrower to make withdrawals under it (other than the effectiveness of this Agreement) have been fulfilled.

(c) The Project Implementation Plan, including the Governance and Accountability Framework, has been adopted in accordance with the provisions of Section I.C.2 (a) of the Schedule to the Project Agreement.

5.02. The Additional Legal Matter consists of the following, namely, that the Subsidiary Loan Agreement has been duly authorized or ratified by the Borrower and Pertamina and is legally binding upon the Borrower and Pertamina in accordance with its terms.

5.03. The Effectiveness Deadline is the date ninety (90) days after the date of this Agreement.
Article VI
Borrower's Representative; Addresses

6.01. The Borrower's Representative referred to in Section 10.02 of the Standard Conditions is its minister responsible for finance.

6.02. The Borrower's Address referred to in Section 10.01 of the Standard Conditions is:

Directorate General of Debt Management
Ministry of Finance
Jalan Lapangan Banteng Timur 2-4
Jakarta 10710
Indonesia

Cable: FINMINISTRY 45799
Telex: DJMLN-IA
Facsimile: 62-21-381-2859
Jakarta 44319 DEPKEU-IA

6.03. The World Bank's Address referred to in Section 10.01 of the Standard Conditions is:

International Bank for Reconstruction and Development
1818 H Street, N.W.
Washington, D.C. 20433
United States of America

Cable: INTBAFRAD
Telex: 248423 (MCI) or 1-202-477-6391
Facsimile: 64145 (MCI)
AGREED at Jakarta, Indonesia, as of the day and year first above written.

REPUBLIC OF INDONESIA

By

Rahmat Waluyanto
Authorized Representative

INTERNATIONAL BANK FOR
RECONSTRUCTION AND DEVELOPMENT
acting as an implementing entity of the
Clean Technology Fund

By

Authorized Representative
SCHEDULE 1

Project Execution

Section I. Institutional and Other Arrangements

A. Subsidiary Loan Agreement

1. To facilitate the carrying out of the Project, the Borrower shall make the proceeds of the Loan available to Pertamina under a Subsidiary Loan Agreement, under terms and conditions agreed by the Borrower and the World Bank, which shall include the obligation of Pertamina to:

   (a) (i) pay the Borrower a management fee in an amount equal to the Management Fee specified in Section 2.04 of this Agreement; (ii) repay the Borrower the proceeds of the Loan over a period consistent with Section 2.07 of this Agreement; and (iii) pay the Borrower a service charge in an amount equal to the Service Charge specified in Section 2.05 of this Agreement, plus a premium of one half of one percent (0.5%), except as may be otherwise agreed in writing between the Borrower and the Bank; and

   (b) ensure that the Project is carried out in accordance with the provisions of this Agreement and the Project Agreement.

2. The Borrower shall exercise its rights under the Subsidiary Loan Agreement in such manner as to protect the interests of the Borrower and the World Bank and to accomplish the purposes of the Loan. Except as the Borrower and the World Bank shall otherwise agree, the Borrower shall not assign, amend, abrogate, or waive, or permit to be assigned, amended, abrogated, or waived, the aforementioned, or any provision thereof.

B. Anti-Corruption

The Borrower shall ensure that the Project is carried out in accordance with the provisions of the Anti-Corruption Guidelines and the Governance and Accountability Framework.

C. Safeguards

1. The Borrower shall cause Pertamina to cause PGE to: (a) maintain all Governmental Approvals throughout Project implementation; and (b) provide written notice to the World Bank of its receipt from any Governmental Authority of any notice of potential suspension, revocation, or cancellation of any
Government Approvals, as well as of any suspension, revocation, or cancellation of any such Approvals, in either case within thirty (30) days of the date of receipt of such notice, or of the date of such suspension, revocation, or cancellation, as the case may be, and any remedial measures it proposes to take or causes to be taken to restore such Approvals.

2. The Borrower shall cause Pertamina to cause PGE to take all measures necessary on its part to collect, compile, and submit to the World Bank, as part of the Project Reports, copies of all periodic reports submitted to the Ministry of Environment in relation to compliance with the AMDAL Instruments and the UKL / UPL Instruments.

3. The Borrower shall cause Pertamina to cause PGE to finance exclusively out of its own resources or other resources, and not out of the proceeds of the Loan, and provide, promptly as needed, the resources needed for the following: (a) all land acquisition required for the purposes of the Project; and (b) resettlement and rehabilitation payments and other assistance to Displaced Persons in accordance with the provisions of the Land Acquisition and Resettlement Policy Framework and any Land Acquisition and Resettlement Action Plans.

Joint H2S Abatement Agreement

4. The Borrower shall cause Pertamina to cause PGE and shall cause PLN to comply with the provisions of the Joint H2S Abatement Agreement, including with respect to the necessary investments in abatement technology, particularly on the basis of the outcome of the monitoring of H2S emissions carried out by PGE and PLN pursuant to said Agreement.

5. The Borrower shall cause Pertamina to cause PGE to collect, compile, and submit to the World Bank, as part of the Project Reports, the information on the status of compliance with the Joint H2S Abatement Agreement, giving details of:

(a) measures taken in furtherance of said Agreement;

(b) conditions, if any, which interfere or threaten to interfere with the smooth implementation of said Agreement; and

(c) remedial measures taken or required to be taken to address such conditions.
Section II. Project Monitoring, Reporting and Evaluation

A. Semi-Annual Reviews; Completion Report

1. The Borrower shall review jointly with the World Bank and the Project Implementing Entities, on a semi-annual basis commencing six (6) months after the Effective Date, or such later date as the World Bank shall request, progress in Project implementation, and thereafter take all measures required to ensure the efficient completion of the Project and the achievement of the objectives thereof, based on the conclusions and recommendations of such review and the World Bank's views on the matter.

2. The Borrower shall prepare the Completion Report in accordance with the provisions of Section 2.06 of the Standard Conditions. The Completion Report shall be furnished to the World Bank not later than six (6) months after the Closing Date.

B. Financial Management; Financial Reports; Audits

1. The Borrower shall maintain or cause to be maintained a financial management system is maintained in accordance with the provisions of Section 2.07 of the Standard Conditions.

2. Without limitation on the provisions of Part A of this Section, the Borrower shall prepare and furnish or cause to be prepared and furnished to the World Bank, not later than forty-five (45) days after the end of each calendar quarter, interim unaudited financial reports for the Project covering the quarter, in form and substance satisfactory to the World Bank.

3. The Borrower shall have or cause to have the Financial Statements for the Project audited in accordance with the provisions of Section 2.07 (b) of the Standard Conditions. Each such audit of the Financial Statements shall cover the period of one (1) fiscal year of PGE. The audited Financial Statements for each such period shall be furnished to the World Bank not later than six (6) months after the end of such period.

Section III. Procurement

A. General

1. Goods, Works, and Non-Consulting Services. All goods, works, and non-consulting services required for the Project and to be financed out of the proceeds of the Loan shall be procured in accordance with the requirements set forth or referred to in Section I of the Procurement Guidelines, and with the provisions of this Section.
2. **Consultants’ Services.** All consultants' services required for the Project and to be financed out of the proceeds of the Loan shall be procured in accordance with the requirements set forth or referred to in Sections I and IV of the Consultant Guidelines and with the provisions of this Section.

3. **Definitions.** The capitalized terms used below in this Section to describe particular procurement methods or methods of review by the World Bank of particular contracts, refer to the corresponding method described in the Procurement Guidelines, or Consultant Guidelines, as the case may be.

B. **Particular Methods of Procurement of Goods, Works, and Non-Consulting Services**

1. **International Competitive Bidding.** Except as otherwise provided in paragraph 2 below, goods, works, and non-consulting services shall be procured under contracts awarded on the basis of International Competitive Bidding.

2. **Other Methods of Procurement of Goods, Works, and Non-Consulting Services.** The following methods, other than International Competitive Bidding, may be used for procurement of goods, works, and non-consulting services for those contracts specified in the Procurement Plan:

<table>
<thead>
<tr>
<th>Procurement Method</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) Shopping</td>
</tr>
<tr>
<td>(b) Direct Contracting</td>
</tr>
</tbody>
</table>

C. **Particular Methods of Procurement of Consultants’ Services**

1. **Quality- and Cost-Based Selection.** Except as otherwise provided in paragraph 2 below, consultants' services shall be procured under contracts awarded on the basis of Quality- and Cost-Based Selection.

2. **Other Methods of Procurement of Consultants’ Services.** The following methods, other than Quality- and Cost-based Selection, may be used for procurement of consultants' services for those assignments which are specified in the Procurement Plan:
D. Review by the World Bank of Procurement Decisions

The Procurement Plan shall set forth those contracts which shall be subject to the World Bank's Prior Review. All other contracts shall be subject to Post Review by the World Bank.

Section IV. Withdrawal of Loan Proceeds

A. General

1. The Borrower may withdraw the proceeds of the Loan in accordance with the provisions of: (a) Article III of the Standard Conditions; (b) this Section; and (c) such additional instructions as the World Bank may specify by notice to the Borrower (including the “World Bank Disbursement Guidelines for Projects” dated May 2006, as revised from time to time by the World Bank and as made applicable to this Agreement pursuant to such instructions), to finance Eligible Expenditures as set forth in the table in paragraph 2 below.

2. The following table specifies the categories of Eligible Expenditures that may be financed out of the proceeds of the Loan (“Category”), the allocations of the amounts of the Loan to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category:

<table>
<thead>
<tr>
<th>Procurement Method</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) Quality-Based Selection</td>
</tr>
<tr>
<td>(b) Least-Cost Selection</td>
</tr>
<tr>
<td>(c) Selection Based on the Consultants' Qualifications</td>
</tr>
<tr>
<td>(d) Single-Source Selection</td>
</tr>
<tr>
<td>(e) Selection of Individual Consultants</td>
</tr>
<tr>
<td>Category</td>
</tr>
<tr>
<td>------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Goods, works, non-consulting services, consultants' services, Training, and Operating Costs under the Project</td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
</tr>
</tbody>
</table>

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A of this Section no withdrawal shall be made:

   (a) from the Loan Account until the Bank has received payment in full of the Management Fee; or

   (b) for payments made prior to the date of this Agreement.

2. The Closing Date is March 31, 2015.
# SCHEDULE 2

## Repayment Schedule

<table>
<thead>
<tr>
<th>Date Payment Due</th>
<th>Principal Amount of the Loan repayable (expressed as a percentage)</th>
</tr>
</thead>
<tbody>
<tr>
<td>On each April 15 and October 15:</td>
<td></td>
</tr>
<tr>
<td>commencing October 15, 2021 to and including April 15, 2031</td>
<td>1.00</td>
</tr>
<tr>
<td>commencing October 15, 2031 to and including April 15, 2051</td>
<td>2.00</td>
</tr>
</tbody>
</table>
APPENDIX

Definitions

1. "AMDAL Instruments" means, collectively, PT Pertamina Geothermal Energy (PGE) (as hereinafter defined)'s instruments, agreed with the Borrower as part of the consultative AMDAL (Analisis Mengenai Dampak Lingkungan (environmental impact assessment)) process required under the Borrower's laws, setting out the environmental impacts of activities to be implemented under the Project with respect to Ulubelu (as hereinafter defined) and mitigation, monitoring, and reporting measures in that regard, and comprising the environmental impact assessment (Analisis Dampak Lingkungan Hidup or ANDAL) dated 2010 and approved by the Borrower on October 20, 2010, the environmental management plan (Rencana Pengelolaan Lingkungan Hidup or RKL) dated July 2010, and the environmental monitoring plan (Rencana Pemantauan Lingkungan Hidup or RPL) dated July 2010, as the same may be modified from time to time with the prior written agreement of the Borrower, and such term includes any annexes or schedules to such instruments.


4. "Displaced Person" means a person who, on account of Project implementation, has experienced or would experience direct economic and social impacts caused by: (i) the involuntary taking of land, resulting in: (A) relocation or loss of shelter; (B) loss of assets or access to assets; or (C) loss of income sources or means of livelihood, whether or not such person must move to another location; or (ii) the involuntary restriction of access to legally designated parks and protected areas, resulting in adverse impacts on the livelihood of such person; and "Displaced Persons" means, collectively, all such persons.

5. "Environmental and Social Impact Assessments" means, collectively, PGE's assessments, with respect to Lahendong (Tompaso) (as hereinafter defined) and Ulubelu (as hereinafter defined), respectively, dated February and February / March 2011, respectively, and agreed with the World Bank, of the environmental and social impacts of activities to be implemented under the Project and including Environmental and Social Management Plans (as hereinafter defined), as the same may be modified from time to time with the prior written agreement of the World Bank, and such term includes any annexes or schedules to such assessments.
6. "Environmental and Social Management Plans" means, collectively, PGE's plans with respect to Lahendong (Tompaso) and Ulubelu, respectively, part of and of even date with the respective Environmental and Social Impact Assessment, setting out mitigation, enhancement, monitoring, and institutional measures, including capacity building through training, to eliminate any adverse environmental and social impacts of activities to be implemented under the Project, offset them, or reduce them to acceptable levels, or enhance positive impacts, and including guidelines and procedures for the preparation of Health, Safety, and Environmental Management Plans (as hereinafter defined), as the same may be modified from time to time with the prior written agreement of the World Bank, and such term includes any annexes or schedules to such plans.

7. "Facilities" means, collectively, the power plants to be constructed, operated, and maintained by PGE, and commonly known as: (a) Lahendong (Tompaso) units 5 and 6; and (b) Ulubelu units 3 and 4, as well as the associated transmission lines and facilities identified in the Environmental and Social Impact Assessments, including cooling towers, steam fields, wells, well pads, steam-field above-ground systems, ponds, access roads, offices, workers' compounds, and supporting infrastructure.

8. "Governance and Accountability Framework" means PGE's framework, referred to in Section 1.C.2 (a) of the Schedule to the Project Agreement, setting out measures to reinforce Project governance, enhance the transparency of Project activities, increase public accountability, and reduce opportunities for collusion, corruption, or fraud under the Project and including an action plan for such purpose, as the same may be modified from time to time with the prior written agreement of the World Bank, and such term includes any annexes or schedules to such framework.

9. "Governmental Approval" means any environmental or social approval, consent, concession, decree, permit, waiver, privilege, exemption, and approval from, or filing with, or notice to, any Governmental Authority required for the construction, operation, or maintenance of the Facilities.

10. "Governmental Authority" means the Government of Indonesia and any ministry, department, political subdivision, instrumentality, agency, authority, corporation, or commission under the direct or indirect control of the Government of Indonesia, any court or tribunal in Indonesia, any such other entity, or any successor thereto.


12. "Health, Safety, and Environmental Management Plan" means the plan, of a contractor under a Subproject (as hereinafter defined), to be prepared in accordance with the provisions of the Environmental and Social Management
Plans and agreed with PGE, setting out mitigation, enhancement, monitoring, and institutional measures, including capacity building through training, to eliminate any adverse health, safety, and environmental impacts of activities to be implemented under the Subproject, offset them, or reduce them to acceptable levels, or enhance positive impacts, as the same may be modified from time to time with the prior written agreement of PGE, and such term includes any annexes or schedules to such plan.

13. “IBRD Loan” means the loan in the amount of one hundred seventy five million Dollars ($175,000,000) provided by the World Bank, acting in its individual capacity, to assist in financing the Project.

14. “IBRD Loan Agreement” means the agreement of even date herewith between the Borrower and the World Bank, acting in its individual capacity, providing for the IBRD Loan, as the same may be amended from time to time, and such term includes any annexes or schedules to such agreement.

15. “Inter-Company Funding Mechanism” means PT Pertamina (Persero) (Pertamina)'s mechanism providing for the provision of funding to its subsidiaries, and set forth or referred to in its Finance Directorate Policy No. 551/H00000/2009-S4 dated December 22, 2009, as may be amended from time to time, and referred to in Section 1.B.1 of the Schedule to the Project Agreement pursuant to which Pertamina shall make the proceeds of the Loan available to PGE.

16. “Involuntary Resettlement” means the following caused on account of Project implementation: (a) the involuntary taking of land, resulting in (i) relocation or loss of shelter; (ii) loss of assets or access to assets; or (iii) loss of income sources or means of livelihood, whether or not the affected person must move to another location; or (b) the involuntary restriction of access to legally designated parks and protected areas resulting in adverse impacts on the livelihood of the affected person.

17. “Joint H2S Abatement Agreement” means the agreement dated December 31, 2010 among the Borrower, PGE, and PT PLN (Persero) (as hereinafter defined), setting forth arrangements for the abatement and monitoring of H2S emissions in Ulubelu, as the same may be amended from time to time in accordance with its terms.

18. “Lahendong (Tompaso)” means the Tompaso geothermal field in the province of North Sulawesi in the Borrower's territory.

19. “Land Acquisition and Resettlement Action Plan” means PGE’s plan, to be prepared in accordance with the provisions of the Land Acquisition and Resettlement Policy Framework (as hereinafter defined) in the event of
Involuntary Resettlement, setting out the arrangements pertaining to land acquisition and the compensation, resettlement, and rehabilitation of Displaced Persons, as the same may be modified from time to time with the prior written agreement of the World Bank, and such term includes any annexes or schedules to such plan.

20. “Land Acquisition and Resettlement Policy Framework” means PGE’s framework, disclosed on October 7, 2010, agreed with the Bank and setting out the mitigation, enhancement, monitoring, and institutional measures, including capacity building through training, to carry out acquisition of land and related assets under the Project and compensation, resettlement, and rehabilitation of Displaced Persons and preparation of Land Acquisition and Resettlement Action Plans in the event of Involuntary Resettlement, as the same may be modified from time to time with the prior written agreement of the World Bank, and such term includes any annexes or schedules to such framework.

21. “Ministry of Environment” means the Borrower’s ministry responsible for the management of the environment, or any successor thereto.

22. “MW” means megawatt, or one million (1,000,000) watts, a standard unit of measure of electric power.

23. “Operating Costs” means the reasonable costs of incremental expenditures under the Project, incurred by the Borrower or the Project Implementing Entities (as hereinafter defined) for purposes of Project management, implementation, and monitoring and evaluation, on account of utilities and supplies, bank charges, communications, vehicle operation, maintenance, and insurance, office space rental, building and equipment maintenance, public awareness-related publicity and media expenses, domestic travel and subsistence, and salaries of contractual and temporary staff, but excluding salaries, bonuses, fees, or honoraria of members of the Borrower’s civil service.


25. “Procurement Plan” means the Borrower’s procurement plan for the Project, dated June 21, 2011 and referred to in paragraph 1.16 of the Procurement Guidelines and paragraph 1.24 of the Consultant Guidelines, as the same shall be updated from time to time in accordance with the provisions of said paragraphs.

26. “Project Implementation Plan” means PGE’s plan, referred to in Section I.D.1 (a) (i) of the Schedule to the Project Agreement, agreed with the Bank and setting out implementation, organizational, administrative, monitoring and evaluation, financial management, disbursement, and procurement arrangements and a time-
bound roadmap for purposes of Project implementation, and including the Governance and Accountability Framework, as the same may be modified from time to time with the prior written agreement of the World Bank, and such term includes any annexes or schedules to such plan.

27. “Project Implementation Unit” means PGE’s entity, established and operating pursuant to PT Pertamina Geothermal Energy (as hereinafter defined)’s President Director’s Decree No. 055/PGE000/2010-S0 dated January 28, 2010, and whose responsibilities are set out in Section I.A.3 of the Schedule to the Project Agreement, or any successor thereto.

28. “Project Implementing Entity” means, individually, each of the following: (a) Pertamina; and (b) PGE; and “Project Implementing Entities” means, collectively, both of said entities.

29. “PT Pertamina (Persero)” or “Pertamina” means the state-owned oil and gas enterprise established and operating pursuant to the Borrower’s Government Regulation No. 31/2003 dated June 18, 2003, followed by Notarial Deed No. 20 dated September 17, 2003 of Lenny Janis Ishak, S.H., as approved by Ministry of Law and Human Rights Decision Letter No. C-24025 HT.01.01Th.2003, or any successor thereto.


32. “Safeguards Instruments” means, collectively, the Environmental and Social Impact Assessments, the Environmental and Social Management Plans, the Land Acquisition and Resettlement Policy Framework, and any Land Acquisition and Resettlement Action Plans, and such term includes any annexes or schedules to such instruments.

34. "Subproject" means one (1) or more contract packages under the Project, grouped together for procurement purposes.

35. "Subsidiary Loan Agreement" means the agreement referred to in 5.01 (a) of, and Section I.A.1 of Schedule 1 to, this Agreement pursuant to which the Borrower shall make the proceeds of the Loan available to Pertamina.

36. "Training" means the cost of training financed under the Project, attributable to seminars, workshops, and study tours, along with the cost of domestic and international travel and subsistence for training participants, services of trainers, rental of training facilities, preparation and reproduction of training materials, and other activities directly related to course preparation and implementation.

37. "UKL / UPL Instruments" means, collectively, PGE’s instruments, agreed with the Borrower and required under the Borrower’s laws, setting out the environmental impacts of activities to be implemented under the Project with respect to Lahendong (Tompaso) and mitigation, monitoring, and reporting measures in that regard, and comprising the environmental management and monitoring efforts (Upaya Pengelolaan Lingkungan Hidup or UKL and Upaya Pemantauan Lingkungan Hidup or UPL) dated 2010 and approved by the Borrower on April 23, 2010, as the same may be modified from time to time with the prior written agreement of the Borrower, and such term includes any annexes or schedules to such instruments.

38. "Ulubelu" means the geothermal field by that name in the province of Lampung in the Borrower’s territory.