

INFORMATION DISCLOSURE TO THE SHAREHOLDERS ON AN AFFILIATED-PARTY TRANSACTION OF PT ALAMTRI RESOURCES INDONESIA TBK (“THE COMPANY”)

This information disclosure to the shareholders on an affiliated-party transaction (hereinafter referred to as “**Information Disclosure**”) was made to inform all of the Company’s shareholders on the signing of an amendment of a loan agreement between PT Alamtri Renewables Indonesia (“**AREI**”), a limited-liability company whose shares are 99.99% (ninety-nine point ninety-nine percent) directly owned by the Company, and PT Batam Sarana Surya (“**BSS**”), a limited-liability company whose shares are 65.17% (sixty-five point one seven percent) indirectly owned by the Company (“**Transaction**”).

This transaction fulfills the definition of affiliated-party transaction as set forth in Indonesian Financial Services Authority’s Regulation No. 42/POJK.04/2020 on Affiliated-Party Transactions and Conflict of Interest Transactions (“**POJK 42/2020**”).

THE COMPANY’S BOARD OF DIRECTORS AND BOARD OF COMMISSIONERS, EITHER SEVERALLY OR JOINTLY, ARE FULLY RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION DISCLOSURE AND THE AMENDMENT AND/OR ADDITION TO THE INFORMATION DISCLOSURE, IF ANY.

THE COMPANY’S BOARD OF DIRECTORS AND BOARD OF COMMISSIONERS HEREBY DECLARE THAT THE INFORMATION AS DISCLOSED IN THIS INFORMATION DISCLOSURE IS COMPLETE, AND AFTER A DUE AND CAREFUL EXAMINATION, EMPHASIZE THAT THE INFORMATION STATED IN THIS INFORMATION DISCLOSURE IS TRUE, AND THAT THERE ARE NO RELEVANT AND MATERIAL FACTS OMITTED OR ELIMINATED IN SUCH A WAY THAT CAUSE THE INFORMATION PROVIDED HEREIN TO BE UNTRUE AND/OR MISLEADING.

THE COMPANY’S BOARD OF DIRECTORS AND BOARD OF COMMISSIONERS DECLARE THAT THIS AFFILIATED-PARTY TRANSACTION DOES NOT CONTAIN ANY CONFLICT OF INTEREST.



PT Alamtri Resources Indonesia Tbk

Business activities:

Holding-company activities and other management consultation (for the businesses of subsidiaries operating in mining, excavation, mining support services, large-scale trading, logistics, warehousing, and logistics support activities, cargo handling (stevedoring), sea port service activities, plant agriculture, construction, engine repair and installation, power provision, water treatment, forestry and industry).

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This information is issued in Jakarta on July 2nd, 2026.

DEFINITION

The Company	:	PT Alamtri Resources Indonesia Tbk.
AREI	:	PT Alamtri Renewables Indonesia.
BSS	:	PT Batam Sarana Surya.
Affiliation	:	defined as set forth by Law No. 8 of 1995 on Capital Market as amended from time to time and POJK 42/2020.
US\$:	United States dollar.
Rp	:	Rupiah.
Director(s)	:	(a) member(s) of the Company's Board of Directors holding such position on the issuance date of this Information Disclosure.
Commissioner(s)	:	(a) member(s) of the Company's Board of Commissioners holding such position on the issuance date of this Information Disclosure.
Independent Appraiser	:	the Office of Appraisal Services of Desmar, Susanto, Salman dan Rekan, an independent appraiser registered with the FSA, which has been appointed by the Company to appraise the fair value and/or fairness of the Transaction.
Controlled Company	:	as defined by POJK 42/2020.
Transaction	:	defined as explained on page 1 of this Information Disclosure.
Affiliated-Party Transaction	:	as defined by POJK 42/2020.
POJK 42/2020	:	FSA's Regulation No. 42/POJK.04/2020 on Affiliated-Party Transactions and Conflict of Interest Transactions.

I. INTRODUCTION

On June 30th, 2026, AREI and BSS executed an Affiliated-Party Transaction by signing the Amendment II of Loan Agreement of December 17th, 2024, whereby AREI as the creditor agreed to grant an increase to the credit limit Tranche B up to Rp300,000,000,000 (three hundred billion rupiahs) for BSS as the Borrower with fixed interest rate of 6.5% and changed the maturity date to December 31st, 2031 ("**Amendment II of Loan Agreement**").

Pursuant to article 4 paragraph (1) of POJK 42/2020, this Amendment II of Loan Agreement is an Affiliated-Party Transaction requiring the service of an appraiser to determine the fair value of the object of the Affiliated-Party Transaction and/or the fairness of the transaction, and must be published to the public. In order to fulfill the provision of POJK 42/2020, the Company's Board of Directors issued this Information Disclosure to provide information to the Company's shareholders on such Affiliated-Party Transaction.

The Independent Appraiser Report used a reference is the Report of Fairness Opinion of the Office of Appraisal Services of Desmar, Susanto, Salman dan Rekan No. 00042/2.0142-00/BS/02/0177/1/VI/2026 of June 26th, 2026 ("**Appraiser's Report**"). The Appraiser's Report provided a fair opinion on the Amendment II of Loan Agreement.

Pursuant to article 5 point (e) of POJK 42/2020, the Company is not required to apply the procedure as explained in article 3 of POJK 42/2020 and not required to fulfil the provision as explained in article 4 point (1) of POJK 42/2020 in the event that on a future date there is any transaction extending from this Amendment II of Loan Agreement, provided that the terms and conditions of transaction do not encounter any change that may incur detrimental effects to the Company.

This Affiliated-Party Transaction has been through the procedure as set forth in article 3 of POJK 42/2020 and executed in accordance with the generally applicable business practices.

This Affiliated-Party Transaction is not a conflict-of-interest transaction, and therefore does not require the prior approval of the Company's General Meeting of Shareholders as set forth in POJK 42/2020 and does not fulfil the definition of a Material Transaction as specified in the FSA regulation No. 17/POJK.04/2020 on Material Transactions and Changes to Business Activities ("**POJK 17/2020**") because the total value of this transaction is less than 20% (twenty percent) of the Company's total equity value, i.e. representing 0.36% of the Company's consolidated equity as stated in the Company's Financial Statements of December 31st, 2025, which have been audited by the Public Accounting Office of Rintis, Jumadi, Rianto & Rekan, amounting to US\$5,003,953 (in thousand of United States dollars).

II. BRIEF DESCRIPTION ON THE TRANSACTION AND THE EFFECT OF THE TRANSACTION TO THE COMPANY'S FINANCIAL CONDITION

A. DESCRIPTION OF THE TRANSACTION

i. Rationale, Background, and Benefits of the Transaction

The Company is committed to strategically developing its business in the non-coal mining sector. The aim is to create more balanced business portfolio that contributes more to long-term value creation. Within this pursuit, the Company also plans to integrate renewable energy into its business portfolio, which is in line with the global trend toward sustainability. By developing green energy projects and capitalizing innovative technology, the Company will not only strengthen its competitiveness, but also bring positive impacts on the environment and the society.

The Company is developing renewable energy projects through AREI and its subsidiaries. BSS as one of AREI's subsidiaries is currently developing a renewable energy project in Batam, Riau Islands. For realizing this project development, AREI is executing this Amendment II of Loan Agreement with BSS.

On the other side, currently renewable energy promises considerably high potential profitability and liquidity. AREI and BSS also always ensure review of risk profile, good investment diversification, and regular monitoring and balancing of investment portfolio.

ii. Brief Description on the Transaction

On June 30th, 2026, AREI and BSS signed the Amendment II of Loan Agreement whereby AREI as the Creditor agreed to grant to BSS as the Borrower an increase of credit limit Tranche B of Rp300,000,000,000 (three hundred billion rupiahs) with a fixed interest rate of 6.5% and to change the maturity date to December 31st, 2031.

The details on the Transaction are as follows:

- Additional loan principal value: Rp300,000,000,000
- Interest rate: Fixed interest rate of 6.5% per annum
- Maturity date: December 31st, 2031
- Loan purpose: for investments and BSS' project development

Pursuant to article 5 point (e) of POJK 42/2020, the Company is not required to apply the procedure as explained in article 3 of POJK 42/2020 and not required to fulfil the provision as explained in article 4 point (1) of POJK 42/2020 in the event that on a future date there is any transaction extending from this Amendment II of Loan Agreement, provided that the terms and conditions of the transaction do not encounter any change that may incur detrimental effects to the Company.

iii. Parties to the Transaction

1. The Company as a controlling party of AREI and BSS

Brief History

The Company was established based on the Deed of Establishment No. 25 of July 28th, 2004 made before Notary Sukawaty Sumadi, S.H., a Notary in Jakarta. The Company's Deed of Establishment was announced in the State Gazette of the Republic of Indonesia No. 59 of July 25th, 2006, Supplement to State Gazette No. 8036, and approved by the Minister of Justice of the Republic of Indonesia by Decree No. C-21493 HT.01.01.TH.2004 of August 26th, 2004. The Company's Articles of Association have been amended several times with the latest amendment by the Deed of Statement of Shareholders' Resolution No. 20 of April 17th, 2026 made before Notary Humberg Lie, S.H., S.E., M.Kn., a Notary in North Jakarta, which has been approved by the Minister of Law of the Republic of Indonesia by the decree No. AHU- 0039715.AH.01.02.TAHUN 2026 of June 21st, 2026.

Management and supervision

The composition of the Company's Board of Commissioners and Board of Directors as at the date of this Information Disclosure shall be as stated in the Deed of Meeting Resolution No. 8 of June 2nd, 2025 made before Notary Humberg Lie, S.H., S.E., M.Kn., a Notary in North Jakarta, which has been notified to the Minister of Law of the Republic of Indonesia based on the Receipt of the Notification on the Change in the Company's Data No. AHU-AH.01.09-0295161 of June 5th, 2025,

as follows:

Board of Commissioners

President Commissioner:	Edwin Soeryadjaya
Vice President Commissioner:	Garibaldi Thohir
Commissioner:	Christian Ariano Rachmat
Commissioner:	Arini Saraswaty Subianto
Independent Commissioner:	Mohammad Effendi
Independent Commissioner:	Budi Bowoleksono

Board of Directors

President Director:	Iwan Dewono Budiuyuwono
Director:	M. Syah Indra Aman
Director:	Lany Djuwita

2. AREI

Brief History

AREI is a Controlled Company of the Company. AREI was established based on the Deed of Establishment made before Notary Humbert Lie, S.H., S.E., M.Kn., a Notary in Jakarta, No. 28 of November 16th, 2021. AREI's Deed of Establishment was approved by the Minister of Law and Human Rights of the Republic of Indonesia by Decree No. AHU-0072871.AH.01.01 of November 16th, 2021, which has been amended by the Deed No. 25 of December 5th, 2025 made before Humbert Lie, S.H., S.E., M.Kn. Such amendment to the Articles of Association has obtained the Receipt of the Notification on the Change in the Articles of Association from the Minister of Law of the Republic of Indonesia based on the Decree No. AHU-AH.01.03-0252707 of December 9th, 2025.

Management and Supervision

The composition of AREI's Board of Commissioners and Board of Directors as at the date of this Information Disclosure shall be as stated in the Deed No. 33 of June 16th, 2025, as follows:

Board of Commissioners

President Commissioner:	Christian Ariano Rachmat
Commissioner:	M. Syah Indra Aman

Board of Directors

President Director:	Lany Djuwita
Director:	Chin Chin Chandera

3. BSS

Brief History

BSS is a Controlled Company of the Company. BSS was established based on the Deed of Establishment made before Notary Humbert Lie, S.H., S.E., M.Kn., a Notary in Jakarta, No. 42, of November 18th, 2021. BSS' Deed of Establishment has been approved by the Minister of Law and

Human Rights of the Republic of Indonesia by Decree No. AHU-0073555.AH.01.01.TAHUN 2021 of November 18th, 2021, which has been amended several times with the latest amendment by Deed No. 73 of December 20th, 2022 made before Humberg Lie, S.H., S.E., M.Kn, a Notary in North Jakarta. Such amendment has been approved by the Minister of Law and Human Rights of the Republic of Indonesia by decree No. AHU-0093303.AH.01.02 TAHUN 2022 of December 23rd, 2022.

Management and Supervision

The composition of BSS' Board of Commissioners and Board of Directors as at the date of this Information Disclosure shall be as stated in the Deed No. 7 of February 2nd, 2026, made before Notary Humberg Lie, S.H., S.E., M.Kn., a Notary in North Jakarta, as follows:

Board of Commissioners

President Commissioner: M. Syah Indra Aman
 Commissioner: Lany Djuwita

Board of Directors

President Director: Hendri Thamrin
 Director: Sylvia Trianasari Tambunan
 Director: Chin Chin Chandera

B. NATURE OF THE AFFILIATION

The Amendment II of Loan Agreement is categorized as an Affiliated-Party Transaction as defined by POJK 42/2020. In this context, the affiliated-party relationship of AREI and BSS is as follows:

1. AREI is the Company's controlled company that owns shares in BSS directly and indirectly.
2. There are members holding concurrent positions within the Board of Commissioners and/or Board of Directors of the Company, AREI, and BSS.

C. EFFECTS OF THE TRANSACTION ON THE COMPANY'S FINANCIAL CONDITION (PRO FORMA)

Balance Sheet	(thousand of US\$)		
	Audited December 31 st , 2025	Transaction	Proforma December 31 st , 2025
Current assets	2,207,191	-	2,207,191
Non-current assets	4,609,802	-	4,609,802
Total Assets	6,816,993	-	6,816,993
Short-term liabilities	860,884	-	860,884
Long-term liabilities	952,156	-	952,156
Total liabilities	1,813,040	-	1,813,040
Equity	5,003,953	-	5,003,953

The Company's pro forma profit and loss	(thousand of US\$)		
	Audited December 31 st , 2025	Transaction	Proforma December 31 st , 2025
Revenue	1,873,528	-	1,873,528
Cost of revenue	1,236,892	-	1,236,892
Gross profit	636,636	-	636,636

Operating income	517,575	-	517,575
Net income	489,845	-	489,845

D. EXPLANATION, CONSIDERATION AND RATIONALE FOR EXECUTING THE TRANSACTION IN COMPARISON WITH EXECUTING A SIMILAR TRANSACTION OF WITH A NON-AFFILIATED PARTY

The Amendment II of Loan Agreement has been executed because it provided more efficient process compared to the execution of such with a third party.

Therefore, this Amendment II of Loan Agreement will help the Company through AREI and its subsidiaries to execute and formulate the group’s strategies.

The Amendment II of Loan Agreement has been executed under sufficient process and procedure and fulfilled the principle of arm’s length basis, as those applicable to transactions conducted with an unaffiliated (independent) party.

III. SUMMARY OF THE APPRAISER’S REPORT

Pursuant to article 4 of POJK 42/2020, publicly-listed companies intending to execute an Affiliated-Party Transaction must use an appraiser’s service to determine the fair value of the object of the Affiliated-Party Transaction and/or the fairness of the transaction.

To ensure the fairness of the intended Transaction, the Company appointed an Independent Appraiser, i.e. the Office of Appraisal Services of Desmar, Susanto, Salman dan Rekan to provide the fairness opinion on this Affiliated-Party Transaction, based on the quotation no. 0009/2.0142-00/PP-B/DSS-01/0177/V/2026 of May 18th, 2026, which has been approved by the Company.

The following is the summary of fairness opinion as presented in the Report on the Fairness Opinion on Amendment II of Loan Agreement of June 30th, 2026:

i. Identity of the Parties

The Company is the assignor. The parties involved in the transaction are AREI and BSS, both of which are the Company’s Controlled Companies.

ii. Object of the Fairness Opinion’s Analysis

The object of the fairness analysis herein is to provide a fairness opinion with regard to the plan to execute Amendment II of Loan Agreement between AREI and BSS, whereby AREI as the Loan Creditor has agreed to grant an increase to credit limit Tranche B of the loan in the amount of Rp300,000,000,000 (three hundred billion rupiahs) to BSS as the Borrower with a fixed interest rate of 6.5% per annum and to change the maturity date to December 31st, 2031 (hereinafter referred to as the “Planned Transaction”).

iii. Purpose and Objective of Providing a Fairness Opinion

The purpose and objective of this fairness opinion are to provide the fairness opinion on the Planned Transaction. This fairness opinion was prepared to comply with POJK 42/2020.

iv. Assumptions and Limiting Conditions

Several assumptions and limiting conditions used in compiling this fairness opinion are:

1. This Fairness Opinion is a non-disclaimer opinion.
2. All of the data, statements and information received by the Appraiser from the management and the data and information available in the public domain, in particular those concerning the economic and industry data, are deemed accurate and obtained from the sources of credible accuracy.
3. The Appraiser has reviewed the documents used in the process of rendering the fairness opinion.
4. This report of fairness opinion is compiled to fulfill the capital market purposes and the FSA's provision and not for tax or other purposes other than the capital market purposes.
5. In conducting the analysis, the Appraiser made a number of assumptions and relied on the accuracy, reliability and completeness of all financial information and other information provided by the Company or publicly available, which in principle was true, complete and not misleading, and the Appraiser is not responsible for conducting an independent examination on such information. The Appraiser also relied on the warranty of the Company's management that they were not aware of any fact that may cause the information provided for the Appraiser become incomplete or misleading.
6. The Appraiser assumes that from the issuance date of this fairness opinion until the execution date of the planned corporate action, there will be no changes that may have material effects on the assumptions used in compiling this fairness opinion. The Appraiser is not responsible for reaffirming or completing or updating the opinion due to the changes to the assumptions and conditions or events occurring after the date of this letter.
7. All disputes in the forms of criminal or civil cases (in or out of court) associated with the appraisal object is not under the Appraiser's responsibility.
8. Changes made by the Government or private parties concerning the condition of the appraisal object, on this matter the market condition, etc., are not within the Appraiser's responsibility.
9. This Report of Fairness Opinion may be treated as information providing the basis of consideration for decision making, however, it is not binding and cannot be used as the basis for determining any decision that may lead to legal consequences, because this report of fairness opinion was prepared solely based on the field of discipline and capability of the Appraiser.
10. The amount is stated in United States dollar currency and/or its equivalent based on the request of the assignor.
11. This Report of Fairness Opinion is not applicable or not valid in the absence of the signature of the licensed appraiser and the official corporate seal of KJPP Desmar, Susanto, Salman dan Rekan.
12. This Report of Fairness Opinion was prepared and intended only for the assignor, in accordance with the purpose and objective as disclosed in the Report of Fairness Opinion. Other than the purpose and objective as disclosed in the Report of Fairness Opinion, all materials included in this appraisal report in parts or in its entirety including those related with the references, opinion, names and professional affiliations of the appraiser are not to be published without the written consent from the Appraiser.

v. Approaches and Appraisal Method

In compiling this Report of Fairness Opinion on this Planned Transaction, the Appraiser conducted an analysis through the approaches and appraisal procedure on the Planned Transaction that include the following:

- a. Analysis on the Planned Transaction.
- b. Qualitative and quantitative analyses on the Planned Transaction.
- c. Analyses on the fairness of the Planned Transaction.

vi. Fairness Opinion on the Transaction

Based on the study and analysis conducted on all associated aspects for determining the positive impacts of this Planned Transaction either qualitatively or quantitatively, the Appraiser is of the opinion that the Planned Transaction in the form of additional credit limit of Rp300,000,000,000 (three hundred billion rupiahs) by AREI as the Creditor to BSS as the Borrower with a fixed interest rate of 6.5% per annum and the change of maturity date to December 31st, 2031 is **fair**.

IV. BOARD OF DIRECTORS' STATEMENT

The Company's Board of Directors declares that this Amendment II of Loan Agreement has been made with sufficient procedure and ensures that the Amendment II of Loan Agreement is executed in accordance with the generally applicable business practices, i.e. the procedure to compare it with the terms and conditions of a transaction made between parties who do not have an Affiliated relationship and made by fulfilling the arm's-length principle.

V. BOARD OF COMMISSIONERS' & BOARD OF DIRECTORS' STATEMENT

The Company's Board of Commissioners and Board of Directors hereby declare that this Amendment II of Loan Agreement is an Affiliated-Party Transaction which does not contain any conflict of interest as stipulated by POJK 42/2020.

The Company's Board of Commissioners and Board of Directors hereby declare that they have carefully reviewed the information provided with regard to the transaction as presented in this Information Disclosure, and all material information regarding this transaction has been disclosed in this Information Disclosure and the material information is true and not misleading.

VI. ADDITIONAL INFORMATION

The Company's shareholders wishing to receive further information on the Amendment II of Loan Agreement may contact:

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