

DATED 2024
签署于 2024 年 10 月 28 日

BETWEEN
协议三方

LYGEND NEW POWER (HONG KONG) LIMITED
力勤新动力（香港）有限公司

AND
和

PT Trimegah Bangun Persada Tbk

AND
和

Li Yuen Pte Ltd

SECOND AMENDMENT TO THE SHAREHOLDERS AGREEMENT
DATED 10 NOVEMBER 2021 AND AMENDMENT DATED 29 NOVEMBER 2021

针对 2021 年 11 月 10 日签署的股东协议以及 2021 年 11 月 29 日签署的补充协议
所签定的第二补充协议

SECOND AMENDMENT OF SHAREHOLDERS AGREEMENT

This Second Amendment of Shareholders Agreement (“**Amendment Agreement**”) is made on October 16 2024.

Between:

1. **LYGEND NEW POWER (HONG KONG) LIMITED**, a limited liability company duly established under the laws of Hong Kong, in this matter represented by Mr. Cai Jianyong, acting in his capacity as the President Director of LYGEND NEW POWER (HONG KONG) LIMITED or any of its appointed affiliate (“**Lygend**”);
2. **PT Trimegah Bangun Persada Tbk**, a limited liability company, duly established under the laws of Republic Indonesia, in this matter represented by Mr. Roy Arman Arfandy, acting in his capacity as President Director of PT Trimegah Bangun Persada Tbk (“**TBP**”);
3. **Li Yuen Pte Ltd**, a limited liability company, duly established under the laws of Singapore, in this matter represented by Mr. Ng Choon Kok, acting in his capacity as Director of Li Yuen Pte Ltd (“**Li Yuen**”).

Lygend, TBP and Li Yuen are hereinafter collectively referred to as the “**Parties**” and individually as “**Party**”.

THE PARTIES AGREE as follows:

1. DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

In this Second Amendment Agreement, except where the context otherwise requires or unless the terms of this Second Amendment Agreement expressly provide otherwise, words and

股东协议的第二补充协议

本股东协议的第二补充协议 (“**补充协议**”), 于 2024 年 10 月 16 日签署,

签署三方:

1. **力勤新动力(香港)有限公司**, 是一家基于香港法律创立的有限公司, 在本协议中由蔡建勇先生作为力勤新动力(香港)有限公司及其委任关联机构 (“**力勤**”) 的董事长代表签署;
2. **PT Trimegah Bangun Persada Tbk**, 是一家基于印度尼西亚法律创立的有限公司, 在本协议中由 Roy Arman Arfandy 先生作为 PT Trimegah Bangun Persada Tbk (“**TBP**”) 的董事长代表签署;
3. **Li Yuen Pte Ltd**, 是一家基于新加坡法律创立的有限公司, 在本协议中由 Ng Choon Kok 先生作为 Li Yuen Pte Ltd (“**Li Yuen**”) 的董事代表签署。

力勤、TBP 和 Li Yuen 统称为“**三方**”, 各别称呼时称之为“**一方**”。

三方同意如下:

1. 定义与解释说明:

1.1 定义

在本第二补充协议里, 除了因协议内容需要, 或在本第二补充协议里特地给予其他定义, 本第二补充协议里所使用之文字及术语

expression defined in this Second Amendment Agreement shall have the same meanings as used in the Shareholders Agreement dated 10 November 2021 (“Shareholders Agreement”).

2. AMENDMENT OF SHAREHOLDERS AGREEMENT

2.1 With effect from the date of this Second Amendment Agreement, the Parties hereby agree to add a clause as C in the Recitals of the Shareholders Agreement, therefore the added clause C is as follows:

The Parties and/or their affiliates agree to build electrolytic nickel/electrolytic cobalt and nickel sulfate/cobalt sulfate as supporting production lines (“**Additional Production Line**”) to the joint venture company PT Obi Nickel Cobalt. According to the feasibility study report, the investment of the Additional Production Line is USD 466,000,000.

2.2 With effect from the date of this Second Amendment Agreement, the Parties hereby agree to amend Clause 3.6 of the Shareholders Agreement, therefore Clause 3.6 of the Shareholders Agreement shall be amended as follows:

Investment Cost. To establish the Project, the total initial investment (as mentioned in Recital B of this Agreement) of the Project shall be derived from Shareholders’ loan and/or equity (“Shareholders Contribution”) which constitute 35% (thirty five percent) and Project loan facility obtained from any reputable banks or other financing solutions which constitute 65% (sixty five percent).

应与 2021 年 11 月 10 日签署的股东协议(“**股东协议**”)拥有相同的意思。

2. 股东协议变更

2.1. 双方同意在股东协议鉴于条款中增加第 C 条，增加内容自本第二补充协议之日期起生效，第 C 条内容如下：

三方及/或其关联机构同意为合资公司 PT Obi Nickel Cobalt 增加配套电解镍/钴和硫酸镍/钴生产线（“**增加生产线**”），根据可研报告，增加生产线投资金额为 USD 466,000,000 (肆亿陆仟陆佰万美元整)。

2.2. 三方同意修改股东协议第 3.6 条，修改后内容自本第二补充协议之日期起生效，修改后的第 3.6 条内容如下：

投资成本。 为了建设项目，所需的初始总投资（如本协议鉴于 B 所提及的）的 35%来自股东贷款和股权（“**股东出资**”），65%来自于从任何有信誉的银行获得的项目贷款、卖方信贷或其它融资方案。但是，股东出资和项目贷款的比例可能随着银行的要求而变化，因此股东有义务相应地提供股东出资。

However, such percentages of Shareholders Contribution and Project loan facility maybe changed subject to banks requirement, thereafter Shareholders are obliged to provide respective Shareholders Contribution accordingly.

The investment to be increased (as mentioned in Recital C of this Agreement) shall be derived fully from Shareholders equity.

项目增加的投资金额（本协议鉴于 C 所提及的）均来自股东资金。

3. MISCELLANEOUS

This Second Amendment Agreement is an integral part of the Shareholders Agreement, any other clauses and provisions under the Shareholders Agreement that not being amended under this Second Amendment Agreement shall have full force, remain valid and legally binding to the Parties.

After the formal signing of this Second Amendment Agreement, both Parties shall perform its necessary internal procedures.

This Second Amendment Agreement is signed in English and Mandarin. If there are inconsistencies between the English version and the Mandarin version, the English version shall prevail.

This Second Amendment Agreement may be executed in counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of the Amendment Agreement.

3. 其他

本第二补充协议为股东协议不可分割的一部分，在本第二补充协议未修改的股东协议条款仍有效，并在法律上对三方有约束力。

本第二补充协议正式签署后，双方应各自履行必要的内部审议手续。

本第二补充协议以中英文签定，若中文和英文之间存在不一致的情况，应以英文为准。

本第二补充协议可签署数份复本，该复本亦具有等同法律效力。

IN WITNESS WHEREOF, the Parties hereto have caused this Second Amendment Agreement to be executed on the date first above written. 因此，三方已同意使本第二补充协议按最一开始叙述之日期起生效。

**LYGEND NEW POWER (HONG KONG)
LIMITED**

力勤新动力(香港)有限公司
For and on behalf of
Lygend New Power (Hong Kong) Limited
力勤新动力(香港)有限公司


.....
Authorized Signature(s)

Mr. Cai Jianyong

PT TRIMEGAH BANGUN PERSADA TBK




Mr. Roy Arman Arfandy

LI YUEN PTE LTD




Mr. Ng Choon Kok