



## **REQUEST FOR PROPOSAL**

No.020/RFP/SCM/VII/2024

**OPERATING LEASE**

of

**4 (four) Airbus A320CEO or NEO Aircraft with  
CFM Powered Engines for 2025**

**PT PELITA AIR SERVICE**

**July 2024**

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## **GENERAL CONDITIONS: Disclaimer, confidentiality, and other restrictions**

- This RFP and any related information referred to or incorporated herein is provided by PT Pelita Air Service (“Pelita”) upon the express understanding that no representation or warranty is made as to either the completeness of any of the information or as to whether any material facts have been omitted.
- Pelita has the sole and absolute right to determine whether any proposal submitted conforms to the requirements of this RFP and shall be the sole judge of the merits of each proposal submitted.
- Each aircraft leasing company (“Lessor”) agrees, as a condition of Pelita’s agreement to deliver this RFP to such Lessor, that, except as is necessary to prepare and submit a proposal in response to this RFP, it shall, and shall cause its directors, managers, officers, employees and agents, and the controlled affiliates of each of them, to hold in confidence and not disclose or use any document, financial or other data or information regarding or related to Pelita, including the existence and terms of this RFP. Without limiting the foregoing, no Lessor shall publish any document, financial or other data or information regarding Pelita. The foregoing shall not limit any obligation of a Lessor pursuant to any certificate delivered pursuant to the terms hereof.
- As a condition of Pelita’s agreement to deliver this RFP to a Lessor, such Lessor agrees that it shall comply with the terms of this RFP and Pelita’s then existing rules and regulations disclosed to it, and all applicable Indonesian government rules and regulations.
- All documents submitted by a Lessor shall be signed by an authorized representative of the Lessor.
- Pelita has the right to revise the timetable for the tender process set forth herein, and to cancel the entire tender process at any time prior to the execution and delivery of final agreements without any further obligation, including any obligation to explain such action to any Lessor.
- Pelita has the right to negotiate the terms of any transaction with any Lessor prior to it’s determining a winner.
- For the purposes of the evaluation process, Pelita has the right to disclose information contained in the proposals to all relevant directors, managers, officers, employees, advisors, stakeholder, shareholder, and certain financing counterparties.
- At Pelita’s election, the selected Lessor shall execute a letter of intent summarizing the agreed terms of the Operating Lease, which shall contain (i) a provision requiring the payment by such Lessor to Pelita of a fee (in an amount to be agreed by the parties) due upon the failure of such Lessor to consummate the Finance Transaction and (ii) such other terms as Pelita and such Lessor shall agree.

## **Article 1.**

### **Introduction**

#### a) Background

Pelita is an airline majority owned by PT Pertamina, the national oil and gas company. Following its growth plan and to meet the Indonesia market needs, Pelita Air is looking to add more aircraft to increase its network traffic and capacity.

This Refreshed Request for Proposal (“RFP”) covers the operating lease process for 4 units A320 CEO or NEO aircraft with CFM powered engines.

#### b) Objective

##### Operating lease

Pelita seeks lessors that will lease 4 units A320 CEO or NEO to be delivered to Pelita by January - December 2025 pursuant to the fleet plan.

The terms of the operating lease will be as proposed by the Lessor, subject to negotiation with Pelita.

- Proposals which cover more Aircraft will be preferred.
- Proposals which cover sistership Aircraft will be preferred.
- Aircraft’s age is preferably 12 years or younger at delivery date or having MSN greater than 4000. Older aircraft will still be considered.
- Preferred lease term of the aircraft(s) is maximum at 8 years. Lessor may provide option of different lease term.
- Delivery acceptance preferably in Indonesia Airport.
- As soon as reasonably practicable following an award being made under this RFP and in any event on or before the scheduled delivery date for each Aircraft, Lessor should provide for the execution and delivery of operating lease agreements satisfactory to the Pelita.
- Proposals should provide that any lease will take effect on the actual date of delivery of the subject Aircraft, which is scheduled to upon agreement between Pelita and Lessor.
- The proposal should indicate the structure and terms of this proposed operating lease for each Aircraft included in such proposal, and shall include any and all taxes, levies, charges, and/or expenses imposed in any jurisdiction other than Indonesia.
- Proposals shall include the credentials of the bidder outlining qualifications and recent experience in successfully completing aircraft leasing transactions of this nature.
- Aircraft specification defined in this RFP is a preferable specification in which each aircraft candidates will be reviewed specifically.
- In the case of no changes in the technical and commercial offer, aircraft candidates which have been proposed in previous RFP is not required to be resubmitted.

The expected delivery (preferably) of the A320-200 aircraft is set off herein:

Q1 2025	Q2 2025	Q3 2025	Q4 2025
0	1	2	1

Proposals shall include monthly basis expected delivery schedule.

**Article 2.**  
**EVALUATION CRITERIA**

Proposals will be evaluated on the basis of a number of criteria as determined by Pelita. Key evaluation criteria are expected to include, among others:

- (i) Aircraft age.
- (ii) Lease rate.
- (iii) MR rate including reimbursement policy

The review process and criteria used in evaluating each Lessor's proposal shall be at the sole and absolute discretion of Pelita.

**Article 3.**  
**Administrative Requirements**

- Each Lessor shall provide Pelita with the following documents (and such other corporate and/or organizational documents as are requested by Pelita):
  - the Articles of Association (or equivalent document), and any amendments thereto (if any);
  - Certificate of Domicile (original), if applicable;
  - Company ID; and
  - All of the above documents shall be certified true copies, or originals, as appropriate.
- Each proposal and each of its attachments, appendices, and/or annexes (if any) shall be signed by an authorized officer of the Lessor and shall be originally stamped with the corporate mark or identity on each page in order to be legally acceptable.
- Each Lessor shall provide a conflict-of-interest statement and Lessor statement substantially in the forms set forth in Attachment B.1 and B.2.
- Each Lessor shall provide a statement of adherence substantially in the form set forth in Attachment B.3.
- Each Lessor shall provide a statement of confidentiality substantially in the form set forth in Attachment B.4.
- Lessor whom already submit above documents from previous submission will not be required to submit Administrative Requirements

**Article 4.  
Timetable and Contact Information**

- Bidding process:

Selection Process	Time Frame
<ul style="list-style-type: none"> <li>• Delivery of RFP to the Lessor</li> <li>• Questions</li> <li>• Responses</li> <li>• Closing Date to Submit Proposal (“Submission Deadline”)</li> <li>• Password submission</li> </ul>	<ul style="list-style-type: none"> <li>• 10 Jul 2024</li> <li>• 15 Jul – 10 Sep 2024</li> <li>• 11 Sep 2024</li> <li>• 12 Sep 2024 at 10.00 AM (Jakarta Time)</li> <li>• 13 Sep 2024 at 16.00 PM (Jakarta Time)</li> </ul>

- Any questions which may arise in connection with this RFP may be submitted to Pelita e-mail to the following addresses:

*Leasing Committee for operating lease of A320-200*  
*Email : [leasing.pas@pelita-air.com](mailto:leasing.pas@pelita-air.com)*

- All documents received by Pelita shall become the property of Pelita and will not be returned to the Lessor
- All questions shall be in written form. Responses may be in various formats, such as written form or meetings (accompanied by Minutes of Meeting)
- Each proposal must be in English and comply with the terms of this RFP, including its attachments.
- Proposals submitted via email are preferable to be encrypted with password and submitted prior to the Submission Deadline.
- Proposal documents shall be addressed as follows:

Attention to:

**PT Pelita Air Service**  
*Leasing Committee for operating lease of A320-200*  
*Email : [leasing.pas@pelita-air.com](mailto:leasing.pas@pelita-air.com)*

- Proposals received after the Submission Deadline shall not be accepted unless Pelita, in its sole discretion agrees to do so. Pelita has the right to accept or reject any proposal for any or no reason and shall have no obligation to explain such reasons to any Lessor.

- Any costs or expenses incurred by a Lessor in connection with this RFP, including, without limitation, costs or expenses in connection with the preparation or delivery of any proposal in response to this RFP shall be fully borne by the Lessor.
- In the event that Pelita fails to successfully negotiate with awardee, Pelita shall have the right to negotiate with the lower-ranked bidders.



## Attachment A.1 Configuration List

<b>A320 Configuration Check List and Delivery Condition</b>			
<b>No</b>	<b>Description</b>	<b>Preferable Specification</b>	<b>Remark</b>
	<b>General</b>		
1	Aircraft Type	A320 Series	CEO and NEO
2	Aircraft Availability	As per schedule	
3	Certification Base	EASA	Mandatory
4	Area Navigation (BRNAV/PRNAV)	Yes	Mandatory
5	Noise Category Compliance	Level 4	Mandatory
6	Reduced Vertical Separation Minimum (RVSM)	Yes	Mandatory
7	Extended-range Twin-engine Operations 120 Minutes Capable	Yes	Preferred
8	Compliance with MNPS (RNAV 1,5,10)	Yes	Mandatory
9	Compliance with RNP 1,2,4,10	Yes	Mandatory
10	Compliance with RNP APCH	Yes	Mandatory
11	Cockpit Indications (Metric/Imperial)	Metric	Mandatory
12	Sharklet Installed	Yes	Preferred
13	EFIS Cockpit	Yes	Mandatory
14	HF Communication	Minimum 1	Mandatory
15	Engine Model - Factory Delivery	CFM Powered	Mandatory
16	Engine Thrust Rating	27K lbs.	Mandatory
17	APU Model	GTCP131-9A Honeywell	Mandatory
18	Compliance with EGPWS	Yes	Mandatory
19	ACARS installed	Yes	Mandatory
20	Surveillance (ELS) and Enhanced Surveillance (EHS) capable	Yes	Mandatory
21	ISIS	Yes	Mandatory
22	TCAS 7.1	Yes	Mandatory
23	GPS installed	Yes	Mandatory
24	FANS - ADS-B / ADS-C	ADS-B D0-260B	Preferred
25	WQAR Installed	Yes	Preferred, Teledyne WQAR
	<b>Operational Requirement</b>		
	<b>Chapter 3 Design Weights</b>		
27	Maximum Taxi Weight	77,400 kgs	Preferred
28	MTOW	77,000 Kgs	Preferred
29	Maximum Zero Fuel Weight	62,500 Kgs	Preferred
30	Maximum Landing Weight	66,000 Kgs	Preferred

	<b>Chapter 5 Maintenance Details</b>		
	<b>Aircraft Maintenance Program</b>		
31	6 Years Structures	+/- 2 Years for 6 Years Check	Mandatory
<b>A320 Configuration Check List</b>			
<b>No</b>	<b>Description</b>	<b>Specification</b>	
32	C check	Fresh C Check	Mandatory
	<b>Engine Maintenance Program</b>		
33	LLP	Min 6000 cycle to next SV	Preferred
34	PR	Acceptable EGT margin & has accomplished first SV	Preferred
35	Borescope Finding	No	Mandatory
	<b>Chapter 22 Auto Flight</b>		
36	FAC	B397BAM0624	Preferred
37	Flight Control Unit	C12850AC03	Preferred
38	FMGC	C13042AA07	Preferred
	<b>Chapter 23 Communication</b>		
39	Cockpit Door Security Camera	Yes	Preferred
40	CVR	980-6022-001	Preferred however 90 days ULB installed is Mandatory
41	VHF Transceiver	822-1287-121	Preferred
42	HF Transceiver	PN 964-0452-052	Preferred PN, HF Radio transceiver is mandatory
	<b>Chapter 25 Cabin Interior</b>		
43	Attendant Seats	6	Minimum 5
44	Cabin Seat configuration	180 Y	Preferred
45	Cabin Seat Cover	Fabric	Preferred
46	Galley - Locations	G1 & G5	Trolleys are Mandatory
47	Lavatory Manufacturer - Locations and Qty	3 (Lav A, D & E)	Mandatory
48	Oven	2	Preferred
49	Lavatory System	Vacuum and Flush	Mandatory
50	Baby Changing Table (3Units)	Yes	Mandatory
	<b>Inflight Entertainment &amp; ELT</b>	<b>Prefer P/N</b>	
51	USB seat power	Yes	Preferred

52	ELT Fixed	S1821502-02	Preferred
	<b>Chapter 28 Fuel System</b>		
53	Fuel Quantity Indicator	Kg	Mandatory
54	Aux Tank	No	Mandatory
	<b>Chapter 31 Indicating &amp; Recording System</b>		
<b>No</b>	<b>Description</b>		
55	FDIU/FDIMU	2234320-01-01	Preferred
56	Data Loader	Installed	Preferred
57	SSFDR	980-4700-042	Preferred PN but 90 Days ULB mandatory
	<b>Chapter 32 Landing Gear</b>		
58	Landing Gear	Min 4 years to O/H	Mandatory
59	Brakes Material (Carbon)	C20225510	Safran, Mandatory
60	Main Wheel	C20195162	Safran, Mandatory
61	Nose Wheel Hub	3-1531-3	Collins Mandatory
62	Brake Fan	Installed	Mandatory
	<b>Chapter 34 Navigation</b>		
63	ISIS	C16221VA01 / C16221WB01	Preferred
64	ADF Receiver	066-50014-1202 / 822-0299-020	Preferred
65	ADIRU	HG2030BE04	Preferred
66	ATC Mode S Transponder	066-01127-1402	Preferred
67	Distance Measuring Equipment Interrogator	822-0329-020/ 066-50013-0202	Preferred
68	VOR/Marker	066-50012-0212/ 822-0297-020	Preferred
69	Weather Radar Transceiver	930-1005-001	Preferred
70	GPS NAV	Yes	Mandatory
71	MMR/ILS Receiver	822-1821-430	Preferred
	<b>Chapter 46 - Air Traffic Management and Information Systems</b>		
72	ATSU	LA2T0G21006CA10	Preferred
	<b>Chapter 50 - Cargo</b>		

73	Compartment Class C	Yes	Mandatory
74	Heating	Yes	Optional
75	Cargo Loading System (CLS)	No	Mandatory
	<b>Livery</b>		
76	Painted Pelita Livery	As attached	Mandatory

## Attachment A.2 Emergency Equipment List

Description	Part Number	Quantity
Hand Fire Extinguisher	74-20	5
Portable Oxygen	3552AAAWAACXCD	6
Portable Oxygen Mask	289-601-212	12
Protective Breathing Equipment	E28180 Series	7
Passenger Life Vest	66601-101	180
Portable ELT	S1823502-03	1
Cockpit Flashlight	P2-07-0012-001	2
Cabin Flashlight	P2-07-0012-001	6
Demo Life Vest	66532-101	3
Demo Oxy. Mask	289-1001	3
Demo Safety Belt	2010-2-011-2256	3
Infant Life Vest	216200-0	20
Spare Life Vest	66601-101	10
Infant Seat Belt	2010-5-011-2256	20
Crew Life Vest	66601-501	10

# Attachment A.3 Livery Drawing

## Livery 1

NOTE:  
ALL DIMENSIONS ARE IN CM

REVISIONS

REV	DESCRIPTION	DATE	APPD
3	ADD BREAK N. POWER ADD COOL PAINT	23-MAR-22	
4	ADD RESTORATION DETAIL	09-JUN-22	
5	ADD RESTORATION DETAIL LITING, REPAIR, TRIM	16-FEB-23	
6	ADD RESTORATION 4117 ADD DIMENSION	01-AUG-23	

DETAIL WINGTIP FENCE

NOTE:  
PAINT ON BOTH SIDES

DETAIL SHARKLET

NOTE:  
PAINT ON BOTH SIDES

REVISIONS

REV	DESCRIPTION	DATE	APPD
3	ADD BREAK N. POWER ADD COOL PAINT	23-MAR-22	
4	ADD RESTORATION DETAIL	09-JUN-22	
5	ADD RESTORATION DETAIL LITING, REPAIR, TRIM	16-FEB-23	
6	ADD RESTORATION 4117 ADD DIMENSION	01-AUG-23	

LEGEND

	COLOR	COLOR CODE	PART NUMBER
1	RED	PANTONE 186 C	-
2	GREEN	PANTONE 383 C	-
3	BLUE	PANTONE 2935 C	-
4	BLUE	PANTONE 2955 C	-
5	RED	PANTONE 187 C	-
6	WHITE	PMS WHITE	-
7	BLUE	PANTONE 281 C	-
8	RED	PANTONE 032 C	-
9	BLACK	PMS BLACK	-

EFFECTIVITY

3396, 3503, 3628, 3809,	
4366, 4616, 4780, 5463,	
5552, 6117	

REFERENCES

NAME	DATE	SCALE
SARAH	01/08/23	
NICO	01/08/23	
OMAR	01/08/23	

SCALE: NONE

SHEET: 1 OF 6

PAGE: 6

FORM NO. F.MANTE.007

**PELITA AIR LIVERY**

**PELITA AIR**

Livery 2

FORM NO. F-WMT-E-007

NO	DESCRIPTION	DATE
1	REVISION	
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REV	DESCRIPTION	DATE
0	ORIG. ISSUE	23-AUG-23
1	REVISED SHEET 2.5	28-OCT-23

EFFECTIVITY		REFERENCES		<b>PELITA AIR LIVERY</b>	
5902, 6117	SABAH	DATE	BY	ISSUE NO.	NO.
	NICO	DATE	BY	PAS-LIV-002	1
	OMAR	DATE	BY	PAS-LIV-002	1
		DATE	BY		

PAS will inform the lessor which livery is selected for the delivery aircraft.

Detailed livery drawing available upon request.

**Attachment B.1. Conflict of Interest Form**

**CONFLICT OF INTEREST**  
Bidding for Operating lease of A320-200

STATEMENT  
BY

.....  
(Lessor's company name)

To: PT Pelita Air Service

We, ..... (name of Lessor), hereby state that:

Our company will not offer or give any gifts, rewards or entertainment (e.g. drinks or dinner) in any form or any way to PT Pelita Air Service staff with regards to this RFP process. likewise, our Company will not accept gifts, awards or entertainment (e.g. drinks or dinner) in any form or manner from PT Pelita Air Service staff in connection with this RFP process. Our company confirm that PT Pelita Air Service will terminate contract, forfeit deposits and refuses any entry to Lessor for a period of time if it is proven that gifts or reward are offered to or from PT Pelita Air Service staff

We confirm that the above information is true and correct.

Name : ..... Title/Position: .....

Signature & Company stamp: .....

Date:.....



**Attachment B.2. Lessor's Statement**

**LESSOR'S STATEMENT**  
Operating lease of A320-200

STATEMENT  
BY

.....  
*(Lessor's company name)*

To: PT Pelita Air Service

We, ..... *(name of Lessor)*, hereby state that:

\*Our company is not related to PT Pelita Air Service or any of its subsidiaries or associated companies

**OR**

\*Our company is related to PT Pelita Air Service or any of its subsidiary or associated companies (please tick if appropriate)

Relationship with PT Pelita Air Service or its associates /subsidiaries

- .....% with .....  
*(equity stake) (PT Pelita Air Service or its associates/subsidiaries)*

2. Our company is not related to any of PT Pelita Air Service employees by 2<sup>nd</sup> degree family ties
3. Our associated and subsidiary companies, business partners and relatives are not taking part in this bidding process

We confirm that the above information is true and correct.

Name : ..... Title/Position: .....

Signature & Company stamp: .....

Date:.....

**Attachment B.3. Statement of Adherence**

**STATEMENT OF ADHERENCE**  
Operating lease of A320-200

STATEMENT  
BY

.....  
*(Lessor's company name)*

To: PT. Pelita Air Service

We, ..... *(name of Lessor)*, hereby state that by submitting the tender documents required for this tender process, we hereby agree, adhere and abide with all of Pelita's bidding terms and conditions written in the Request For Proposal ("RFP") provided by Pelita in relation to the tender/ bidding for Operating Lease of A320-200

We also agree and do not have any objection that Pelita has the absolute right to appoint any Lessor as the Winner based on Pelita criteria and evaluation.

Name : ..... Title/Position: .....

Signature & Company stamp: .....

Date: .....

## Attachment B.4. Statement of Confidentiality

### STATEMENT OF CONFIDENTIALITY

Operating lease of A320-200

STATEMENT

BY

.....  
(Lessor's company name)

To: PT Pelita Air Service

We, ..... (name of Lessor), hereby declare that by submitting proposal, we accept:

1. In this Statement, Confidential Information means the Request for Proposal (RFP) dated July 2024 and the Information intended to be circulated to certain Lessor (the Information) and any and all other financial, technical, operational, commercial, and other information, data, experience and expertise of whatever kind whether in written or oral or electronic or any other tangible form which is either directly or indirectly disclosed to us or acquired by us from Pelita or other bodies corporate or partnerships in which Pelita is interested, and/or any of their respective officers, employees, agents and other professional advisers (together **Pelita**) related to this RFP (the "Transaction").
2. In consideration of Pelita making available Confidential Information to us, during and after the services provided by us, subject to paragraph 2 below, we will not without Pelita's prior written consent:
  - (a) disclose any Confidential Information to any person other than those who are your directors, officers, employees, professional advisers, agents or other representatives who are directly involved in considering and advising us in relation to the Transaction (each such person being a **relevant person**); or
  - (b) use any Confidential Information for any purpose other than evaluating, negotiating, advising upon or implementing the Transaction.
3. The restrictions on use and disclosure set out in paragraph 2 above shall not apply to any information which we can prove to Pelita's reasonable satisfaction:
  - (a) at the date of its disclosure to us is public knowledge or which subsequently becomes public knowledge other than by any act or failure to act on your part or on that of any relevant person;
  - (b) is already known to us (as evidenced by our written records) at the date of countersignature of this letter and has not been acquired directly or indirectly from Pelita;
  - (c) is, at any time after the date of countersignature of this letter, acquired by us on a non-confidential basis from any third party who did not acquire such information directly or

indirectly from Pelita, to the extent only that we may lawfully use or, as the case may be, disclose such information;

(d) is required to be disclosed by applicable law or order of a court of competent jurisdiction or recognized stock exchange or government department or agency.

4. We further undertake during the period referred to in paragraph 2 above:

(a) to limit access to Confidential Information to those relevant persons who require the same for the purpose referred to in paragraphs 1 and 2 above;

(b) to give warranty that each relevant person shall adhere and abide with the terms of this agreement as if they were parties hereto;

(c) to return to Pelita upon request or destroy (or procure the destruction of) all Confidential Information received from Pelita and any analyses, memoranda or notes derived therefrom, and destroy or expunge all Confidential Information from any computer, word processor or other electronic device in your possession or your custody or control without retaining any copies thereof.

5. We understand that the Confidential Information does not purport to be all inclusive and that no representation or warranty is made on the accuracy, reliability or completeness of any of the Confidential Information. Accordingly, we agree that Pelita shall not have any liability to us resulting from the use of Confidential Information by us and, without prejudice to the generality of the foregoing, we agree to be bound by the terms of any disclaimer of liability on Pelita's part subject to which the Information Memorandum may be issued.

6. In furnishing the Information Memorandum and any other Confidential Information, Pelita undertakes no obligation to provide us with access to any additional information or to update the Information Memorandum or to correct any inaccuracies therein which may become apparent.

We agree and confirm, by your execution of this letter that we will notify Pelita in writing promptly in the event that we enter into any contract or other arrangement of any claim which we may have or may acquire against Pelita (a **Claim**) and take any action and/or best efforts to provide a confidentiality letter addressed to Pelita substantially in the form of this letter from any third party involves in the arrangement of such claim prior to their receipt of the Information (or any copy thereof) and/or any other Confidential Information.

7. We agree that Pelita would be irreparably injured by a breach of this agreement by us and that the Pelita shall be entitled to equitable relief, including injunctive relief and specific performance, in the event of any threatened or actual breach of the provisions of this statement. Such remedies shall not be deemed to be the exclusive remedies for a breach of this statement by us, but shall be in addition to all other remedies available at law or equity. We agree that Pelita shall have the right to enforce all the terms of this statement.

8. If any provision of this agreement is held to be invalid or unenforceable, such provision shall (so far as it is invalid or unenforceable) be given no effect and shall be deemed not to be included in this agreement but without invalidating any of the remaining provisions of this agreement.

9. We confirm that we are acting in this matter as principal and not as an agent or broker for any other person and irrevocably and unconditionally agree by your execution of this letter that the details of any claim we may have or which we may have alleged against Pelita (including, without limitation, details of your identity and Pelita's estimate of the value of any claims or purported

claims we may have, whether actual or contingent, against it, or any other body corporate in which it is interested) may be disclosed by Pelita and its officers and its professional advisers from time to time as considered by them to be appropriate to such other persons whom Pelita considers may be actual or contingent creditors or shareholders of Pelita (and, in each case, their respective advisers) including, for the avoidance of doubt, disclosure of such information in the Information Memorandum and to all recipients of the Information Memorandum.

Name : ..... Title/Position: .....

Signature & Company stamp: .....

Date:.....