DATED 24/8/2011

PT RIDLATAMA MINING UTAMA

AND

CBM ASIA BESAR LTD

PARTICIPATION AGREEMENT

in respect of CBM Project,
Bentian Besar, Central Sumatra, Indonesia

This Participation Agreement (the "**Agreement**") is executed on : 24 August 2011 (the "**Effective Date**") between:

(1) **PT Ridlatama Mining Utama**, a company incorporated under the laws of the Republic of Indonesia and having its principal place of business at Grand Bintaro C-5/8/9, Jl Bintaro Permai Raya 1, Jakarta Selatan, 12330, Indonesia ("**RMU**"); and

(2) **CBM ASIA BESAR LTD**, a company incorporated under the laws of the British Virgin Islands having its principal place of business at 263 Main Street, PO Box 2196, Road Town, Tortola, British Virgin Islands (or its permitted assignee pursuant to clause 20, "**CBM Asia**"); and

(RMU and CBM Asia are collectively referred to as the "**Parties**" and individually as a "**Party**").

RECITALS:

(A) RMU has entered into a Production Sharing Contract in respect of CBM Project, Bentian Besar, Central Sumatra, Indonesia dated 26 June 2008 (the "**Production Sharing Contract**" or "**PSC**").

(B) The Parties desire to enter into this Participation Agreement to provide for the participation of CBM Asia with RMU under the PSC.

IT IS AGREED as follows:

1. DEFINITIONS AND GENERAL TERMS

1.1 Defined terms

In this Agreement, the following words and expressions shall have the following meanings:

"**Affiliate**" means, as to any Party, any person or entity that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, that Party or its shareholders, where "control" means control in any manner that results in control in fact, whether through the ownership or control of voting shares, interests or trusts, representation on the board of directors or other governing body or otherwise;

"**Agreement**" means this Amended and Restated Participation Agreement;

"**Area of Mutual Interest**" or "**AMI**" means the area within 15 km of the area covered by the PSC, as such may, from time to time, be expanded;

"**BP Migas**" means Badan Pelaskana Kegiatan Usaha Hulu Minyak dan Gas Bumi, the Indonesian upstream oil and gas regulator;

"**Business Day**" means a day (excluding Saturdays and Sundays) on which banks generally are open in Jakarta for the transaction of normal banking business;

"**Carry Costs**" has the meaning given in clause 2.2;

"**CBM**" means coal bed methane;

"**CBM Asia Participating Interest**" means CBM Asia's 70% Participating Interest in the PSC;

"**Commercial Phase**" means the operations performed under the PSC upon completion of the Exploratory and Pilot Project Phase;

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“Confidential Information” means know-how, trade secrets and other information of a confidential nature (including the results of any studies relating to the Project);

“Consents” means all permits, approvals, consents and licenses from the relevant Government Agencies to:

(a) carry out the Exploratory and Pilot Project Phase;

(b) flare or vent gas from any test wells and Exploratory and Pilot Project Phase wells;

(c) dispose or reinject water;

(d) engage in any other activities needed for the fulfillment of this Agreement;

“Contractor” means the entities that are directly party to the PSC from time to time, which as at the date of this Agreement consists of RMU and CBM Asia;

"Controlling Interest" means, in relation to a company, the power or ability, whether held directly or indirectly and by whatever means (and whether or not enforceable at law or in equity):

(a) to exercise or control the right to vote attached to more than 50% of the issued shares in that company or the majority of the voting rights of the company (whether alone or pursuant to an agreement with other shareholders);

(b) to dispose of or exercise a right of disposal in respect of 50% of the issued voting shares in that company;

(c) to appoint more than one half of the number of directors to the board of directors of that company; or

(d) to determine substantially the conduct of that company's business activities.

"Defaulting Party" has the meaning given in clause 2.3(a).

“Effective Date” has the meaning set out at the head of this Agreement;

“Encumbrance” means any form of legal, equitable, or security interests, including but not limited to any *hak tanggungan*, mortgage, fiducia, assignment of receivables, debenture, lien, pledge, title retention, right to acquire, security interest, hypothecation, options, rights of first refusal, any preference arrangement (including title transfers and retention arrangements or otherwise) and any other encumbrance or condition whatsoever or any other arrangement having similar effect;

“Exploratory and Pilot Project Phase” means the activities referred to in clause 3;

“Firm Commitment” means the Contractor’s minimum work commitments under the PSC which if it does not perform, it shall be liable to reimburse to the Indonesian Government Agencies;

“Government Agencies” means all governmental departments, ministries, agencies, authorities and/or institutions, both central and regional (as applicable) of Indonesia, and their officials and/or representatives;

"Indonesian Participant" means the party appointed to participate in the PSC by a Government Agency under and in accordance with the PSC.

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"Joint Operating Agreement" means the Joint Operating Agreement to be executed by RMU and CBM Asia;

"Law" means the applicable laws, regulations, policies and decisions of applicable Government Agencies of the Republic of Indonesia in effect from time to time during this Agreement;

"Participating Interests" means the percentage of the rights and obligation of the Contractor held directly or indirectly by each of the Parties under the PSC and the Joint Operating Agreement. The Participating Interests of the Parties shall be:

(a) CBM Asia 70%

(b) RMU 30%

"Persons Acting in Concert" means persons who, pursuant to an agreement or an understanding (whether formal or informal), actively co-operate through the acquisition by any of them of shares in an entity to obtain or consolidate a Controlling Interest in relation to such entity, or agree to so co-operate;

"Project" means the exploration, appraisal and development of CBM pursuant to the PSC;

"PSC" means the Production Sharing Contract dated 26 June 2008 between RMU and BP Migas for the exploration, development and production of CBM in the PSC Area;

"PSC Area" means the area covered by the PSC as such may, from time to time, be expanded.

"RMU Participating Interest" means RMU's 30% Participating Interest in the PSC;

"Taxes" means all forms of taxation, estate duties, deductions, withholding, duties, imposts, levies, fees, charges, stamp duty, customs and other import or export duties, and rates imposed, levied, collected, withheld or assessed by any government, governmental agency, statutory body or any revenue authority in Indonesian or other jurisdictions and any additional taxation, penalty, surcharge or fine in connection therewith;

"Transaction Documents" means the documents executed by the Parties to implement the transactions set out in this Agreement, including without limitation, the Joint Operating Agreement;

"US$" means United States Dollars;

"Warranties" means the warranties given in schedules 1A and 1B;

1.2 Statutory provisions

All references to statutes, statutory provisions and enactments shall include references to any consolidation, re-enactment, modification or replacement of the same.

1.3 Recitals, schedules, etc.

References to this Agreement include the recitals and schedules which form part of this Agreement for all purposes. References in this Agreement to the Parties, the recitals, schedules and clauses are references respectively to the Parties and their successors and permitted assigns, the recitals and schedules to and clauses of this Agreement.

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1.4 **Meaning of references**

Save where specifically required or indicated otherwise:

(a) words signifying one gender shall be treated as signifying any gender, words signifying individuals shall be treated as signifying corporations and vice versa, words signifying the singular shall be treated as signifying the plural and vice versa, and words signifying the whole shall be treated as including a reference to any part thereof;

(b) references to a person shall include any individual, firm, body corporate, unincorporated association, government, state or agency of state, association, joint venture or partnership, in each case whether or not having a separate legal personality. References to a company shall be construed so as to include any company, corporation or other body corporate wherever and however incorporated or established;

(c) references to the word "**include**" or "**including**" (or any similar term) are not to be construed as implying any limitation and general words introduced by the word "**other**" (or any similar term) shall not be given a restrictive meaning by reason of the fact that they are preceded by words indicating a particular class of acts, matters or things;

(d) any reference to "**writing**" or "**written**" includes any method of reproducing words or text in a legible and non-transitory form (including by fax transmission) but, for the avoidance of doubt, shall not include e-mail;

(e) references to times of the day are to that time in Jakarta, Indonesia and references to a day are to a period of 24 hours running from midnight to midnight.

1.5 **Headings**

clause and paragraph headings and the table of contents are inserted for ease of reference only and shall not affect construction of this Agreement.

2. GENERAL MATTERS

2.1 **RMU's Obligations**

RMU will act in good faith and use its best efforts to achieve the following:

(a) Deliver 70% participation interest under the PSC to CBM Asia.

(b) Maintain the PSC in good standing with BP Migas, free and clear of any Encumbrance.

(c) Facilitate negotiations with BP Migas to conclude a work program acceptable to CBM Asia.

(d) Deliver the PSC free and clear of any and all forestry issues or otherwise provide all requisite licenses to conduct the work programs under the PSC.

(e) Negotiate and execute the Joint Operating Agreement.

(f) Appoint CBM Asia as the operator under the Joint Operating Agreement.

2.2 CBM Asia's Obligations.

(a) Within 5 Business Days of the execution of this Agreement, CBM Asia will pay to BP Migas (on behalf of RMU) the Signature Bonus of US$1,000,000.00.

(b) If required by BP Migas, CBM Asia will provide a performance bond in the amount of US$1,000,000.00 to guaranty the performance of CBM Asia under the PSC.

(c) CBM Asia will pay 100% of the costs incurred during the first 3 years Firm Commitment of the exploration program under the PSC and

i. Working Advance of US$75,000.00; and

ii. Equipment and Services charge of US$50,000.00

The portion of those costs that are attributable to the RMU Participating Interest shall be referred to as the "**Carry Costs**".

(d) CBM Asia will reimburse RMU for its direct costs incurred to date in connection with the PSC, up to a maximum of US$1,000,000.00; payable as follows: 50% upon the effective date of the Joint Operating Agreement; and 50% upon the first anniversary of the effective date of the Joint Operating Agreement.

2.3 The Parties' General Obligations

(a) CBM Asia shall be operator of the Project.

(b) Each of the Parties will:

i. inform and consult the other Party and obtain its prior approval, on all material decisions concerning the Project and, in particular (without limitation), material decisions relating to (i) any applications for Consents and (ii) the Exploratory and Pilot Project Phase; and

ii. provide the other Party with all reasonable access and information requested by it in connection with its rights in relation to the Project, as set forth herein.

Each of the Parties acknowledges and confirms that this Agreement is entered into between them and will be performed in a spirit of mutual co-operation, trust and confidence and that its intention is that the profitability and reputation of the Project shall be maximized by all reasonable and proper means; *provided that* nothing in this paragraph will act to alter or amend any of the rights and obligations set forth in this Agreement.

2.4 Breach of Agreement

(a) Subject to sub-clause (b) below, if a Party (the "**Defaulting Party**") elects, by notice to the other Party, not to proceed with any further involvement or expenditures in the Project or it is in breach of its material obligations hereunder (and, after written notice of such breach it has not cured such breach within 60 days of the date of receipt of such notice), then the other Party shall have the right thereafter to terminate the Defaulting Party's Participating Interest. In such event, the termination will be exercised by notice to the Defaulting Party. Upon the effective date of termination set out in such notice, the Defaulting Party will deemed to have transferred its Participating Interest to the other Party or its Affiliate, to the extent permitted by Law or the PSC for no consideration, and the Defaulting Party must take all such other steps required under the terms of the PSC or by applicable laws and regulations to

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give effect to the transfer of its Participating Interest, including obtaining all governmental consents and approvals and executing any documents. Upon such transfer of its Participating Interest, the Defaulting Party shall have no further obligations or liabilities with respect to the Project.

(b) clause (a) shall not relieve a Defaulting Party from any liability or obligation owed or incurred by it prior to:

(i) any notice delivered to the other Party that it will not proceed with the Project; or

(ii) in the case of a breach of its material obligations, prior to receipt of a notice of termination from the other Party.

(c) Notwithstanding the foregoing, and for greater certainty, neither Party will be required to fund the Project in accordance with this Agreement upon its election not to proceed, or in the case of a breach of its material obligations, upon receipt of a notice of termination from the other Party pursuant to this clause 2.3, except for costs incurred but not yet paid pursuant to contractual obligations with third parties or in respect of commitments which are not subject to cancellation without penalty (unless such penalty is paid by such Defaulting Party).

3. EXPLORATORY AND PILOT PROJECT PHASE

3.1 Funding Obligations

(a) Funding of the the Exploratory and Pilot Project Phase shall initially be as stated in clause 2.2(c), above.

(b) Following the funding under clause 2.2(c), above, all further funding related to the Exploratory and Pilot Project Phase shall be paid by the Parties in proportion to their respective Participating Interests.

(c) Each party shall, to the extent required to obtain funding from financial institutions or other investors, provide security over their respective Participating Interest or shall procure that their respective parent companies provide guarantees or Encumbrances over the shares in each Party in favour of the relevant financial institutions or other investors.

(d) All payments made by CBM Asia under clause 2.2 shall be fully recovered by CBM Asia from the Parties' entitlement to CBM from the PSC Area, before:

(i) recovery of any other costs of the Exploratory and Pilot Project Phase;

(ii) recovery of any Commercial Phase costs; and

(iii) before any profit CBM is attributed to either CBM Asia's or RMU's Participating Interest,

regardless of whether the payments under clause 2.2 are deemed to be fully cost recoverable by the Government Agencies.

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(d) Following the repayment to CBM Asia in full of the payments under clause 2.2, CBM Asia and RMU shall be entitled to their Participating Interest share of profits from revenue attributable to CBM recovered from the PSC Area.

(i) Upon completion of the Exploratory and Pilot Project Phase CBM Asia shall have the right to withdraw from this Agreement, relinquish its Participating Interest to RMU and be relieved of any further obligations or liabilities under this Agreement, the PSC or the Joint Operating Agreement.

4. INDONESIAN PARTICIPANT INTEREST

If any Indonesian Participant intends to join the PSC as an interest holder under the Joint Operating Agreement in accordance with applicable Indonesian laws and regulations, each Party shall be liable to transfer (or procure the transfer of) a Participating Interest to the Indonesian Participant proportionate to such Party's Participating Interest.

5. AREA OF MUTUAL INTEREST

CBM Asia shall have a right of first refusal to participate in any CBM PSC application that RMU desires to submit within the AMI. RMU shall give CBM Asia written notice of its intention to submit a PSC application covering all or portions of the AMI, together with detailed information indentifying the area to be covered by the PSC and all data and information within RMU's possession, custody or control relating to such area. CBM Asia will have a period of 30 days following receipt of all such information in which to elect whether or not to participate in that PSC.

6. WARRANTY

6.1 RMU Warranty

RMU warrants to CBM Asia in the terms set out in schedule 1A.

6.2 Indemnity

RMU shall indemnify and hold CBM Asia harmless in respect of any claim, cause or action directly or indirectly arising out of any breach of the Warranties in schedule 1A.

6.3 CBM Asia Warranty

CBM Asia warrants to RMU in the terms set out in schedule 1B.

6.4 CBM Asia Indemnity

CBM Asia shall indemnify and hold RMU harmless in respect of any claim, cause or action directly or indirectly arising out of any breach of the Warranties in schedule 1B.

7. CONFIDENTIALITY

Each Party shall treat as strictly confidential and shall use all reasonable efforts not to disclose any of the terms of this Agreement to a third party, without the prior written consent of the other Party, save as required by each Party to perform its obligations under this Agreement, the PSC, or as required by regulatory authorities or any applicable stock exchanges or for the Company to fulfill its interests under the PSC.

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8. COUNTERPARTS

This Agreement may be executed in any number of counterparts and by the Parties to it on separate counterparts and each such counterpart shall constitute an original of this Agreement but all of which together constitute one and the same instrument. This Agreement shall not be effective until each Party has executed at least one counterpart.

9. FURTHER ASSURANCE

(a) Each of the Parties agrees to use all reasonable endeavours to perform (or use all reasonable endeavours to procure the performance of) all further acts and things, and execute and deliver (or use all reasonable endeavours to procure the execution and delivery of) such further documents, as the other may reasonably require, to implement and/or give effect to the Agreement and the transactions contemplated by this Agreement.

(b) The Parties shall work together to appraise and develop the production of CBM from the PSC Area. In this respect, RMU shall assist with any negotiations with local or central government offices that may be requested, and provide assistance on site when requested.

10. VARIATION, WAIVER AND CONSENT

10.1 Variations in writing

No variation (or waiver of any provision or condition of this Agreement) shall be effective unless it is in writing and signed by or on behalf of each of the Parties (or, in the case of a waiver, by or on behalf of the Party waiving compliance).

10.2 General Waivers

Unless expressly agreed, no variation or waiver of any provision or condition of this Agreement shall constitute a general variation or waiver of any provision or condition of this Agreement, nor shall it affect any rights, obligations or liabilities under or pursuant to this Agreement which have already accrued up to the date of variation or waiver, and the rights and obligations of the Parties under or pursuant to this Agreement shall remain in full force and effect, except and only to the extent that they are so varied or waived.

10.3 Consents in writing

Any consent granted under this Agreement shall be effective only if given in writing and signed by the consenting Party and then only in the instance and for the purpose for which it was given.

11. ENTIRE AGREEMENT

This Agreement, together with the schedules attached hereto, represents the whole and only agreement between the Parties in relation to the subject matter hereof and supersedes any previous agreement (whether written or oral) between the Parties in relation to the subject matter of any such document.

12. TERMINATION

12.1 Termination Events

This Agreement shall terminate on the first to occur of:

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(a) the termination of a Defaulting Party's Participating Interest in accordance with clause 2.3(a); or

(b) under any express termination provisions set forth in this Agreement.

12.2 Effect of Termination

Clauses 1, 2, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15,20 and 21, shall survive termination, All other rights and obligations of the Parties shall cease to have effect immediately upon termination of this Agreement pursuant to this clause 12.

13. NOTICES

13.1 Service of Notices

Any notice, demand or other communication (**"Notice"**) to be given by any Party under, or in connection with, this Agreement shall be in writing and signed by or on behalf of the Party giving it. Any Notice shall be served by sending it by fax to the number set out in clause 15.2, or delivering it by hand to the address set out in clause 15.2 and in each case marked for the attention of the relevant Party set out in clause 15.2 (or as otherwise notified from time to time in accordance with the provisions of this clause 15). Any Notice so served by fax or hand shall be deemed to have been duly given or made as follows:

(a) if sent by fax, at the time of transmission; or

(b) in the case of delivery by hand, when delivered;

provided that in each case where delivery by fax or by hand occurs after 6 pm on a Business Day or on a day which is not a Business Day, service shall be deemed to occur at 9 am on the next following Business Day.

References to time in this clause are to local time in the country of the addressee.

13.2 Address for Service of Notices

The addresses and fax numbers of the Parties for the purpose of clause 15.1 are as follows:

(a) **CBM Asia**
Address: 404-815 Hornby Street
Vancouver BC V6Z 2E6, Canada

Fax: +1 604 684 2474

For the attention of: Alan T. Charuk

(b) **RMU**

Address: Grand Bintaro C-5/8/9, Jl Bintaro Permai Raya 1, Jakarta Selatan, 12330, Indonesia

Fax: +62 21 735 4936

For the attention of: Rudi E. Kurniawan

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13.3 Changes to address

A Party may notify the other Parties to this Agreement of a change to its name, relevant addressee, address or fax number for the purposes of this clause 15, provided that, such notice shall only be effective on:

(a) the date specified in the notification as the date on which the change is to take place; or

(b) if no date is specified or the date specified is less than five Business Days after the date on which notice is given, the date following five Business Days after notice of any change has been given.

13.4 Proof of Service

In proving service it shall be sufficient to prove that the envelope containing such notice was properly addressed and delivered to the address shown thereon or that the facsimile transmission was made and a facsimile confirmation report was received, as the case may be.

14. TAXES

Any Taxes levied by any governmental entity against the income of a Party shall be borne by that Party.

Any Taxes levied by any governmental entity against a Party as a result of this Agreement, shall be borne by that Party.

15. COSTS

Subject to the express terms of this Agreement, each of the Parties shall be responsible for its own legal, accountancy and other costs, charges and expenses incurred in connection with the negotiation, preparation and implementation of this Agreement and any other agreement incidental to or referred to in this Agreement.

16. TIME OF THE ESSENCE

Time shall be of the essence of this Agreement, both as regards times, dates and periods specified in the Agreement and as to any times, dates or periods that may by agreement between the Parties be substituted for any of them.

17. ASSIGNMENT

Each Party may assign this Agreement to its Affiliates; provided, however, the assignor shall at all times remain responsible and liable for all of its obligations and duties arising hereunder. If, following such assignment, the assignee ceases to be an Affiliate of the assignor, the assignee shall promptly reassign its interest under this Agreement to the assignor.

18. GOVERNING LAW

The construction, validity and performance of this Agreement shall be governed by the laws of England, excluding any rule of law that would remit this dispute to an alternative jurisdiction.

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19. SETTLEMENT OF DISPUTES

19.1 Referral to Arbitration

(a) If the Parties are unable to settle any difference, dispute, conflict or controversy (a **"Dispute"**), which arises out of or in connection with this Agreement or its performance, including without limitation any dispute regarding its existence or validity, then such Dispute shall be referred to and finally resolved by arbitration in Singapore in accordance with the rules of the Singapore International Arbitration Centre (**"SIAC"**) for the time being in force at the time of referral of the Dispute (**"SIAC Rules"**) which rules are deemed to be incorporated by reference in this clause 21. No party will be entitled to commence or file any action in a court of law relating to any Dispute until the matter has been determined by the SIAC as provided in this clause 21 and then only for the enforcement of the arbitration award.

(b) The arbitral tribunal shall consist of 3 (three) arbitrators to be appointed in the following manner:

(i) The Party bringing the claim (**"Claimant"**) and the Party against whom the claim is brought (**"Respondent"**) shall each, within 14 (fourteen) days of the issue of the notice of arbitration, appoint 1 (one) arbitrator. If either the Claimant or the Respondent shall fail to appoint an arbitrator within the time stated, then the Chairman of the SIAC shall appoint that arbitrator on that party's behalf;

(ii) The 2 (two) arbitrators thus appointed shall within 30 (thirty) days of the issue of the notice of arbitration appoint the third arbitrator, who shall be the presiding arbitrator. If they are unable to agree on the third arbitrator, the third arbitrator shall be appointed by the Chairman of the SIAC. The 3 (three) arbitrators thus appointed shall constitute the arbitral tribunal.

(c) The Parties expressly agree that the arbitral tribunal shall state the reasons for its decisions in writing, and that the arbitral tribunal must reach its decisions entirely on the basis of applicable law and not on the basis of the principle of *ex aequo et bono* or *amiable compositeur*. The language of the arbitration shall be English.

19.2 Award Binding

The award of the arbitral tribunal shall be final, binding and incontestable and may be used as a basis for enforcement thereon in Indonesia or elsewhere. The tribunal will be entitled to award the costs of the arbitration as the tribunal sees fit.

20. RELATIONSHIP OF THE PARTIES

It is expressly agreed that each of the Parties are independent contractors, and that the legal relationship created between the Parties pursuant hereto is not and shall not be deemed to be a partnership, joint venture or agency.

21. LANGUAGE

The language of this Agreement is English. The Parties agree that within 60 days of the date of this Agreement they shall sign an Indonesian translation of this Agreement. If there are any inconsistencies between the English original of this Agreement and the Indonesian translation, the English original of this Agreement shall prevail.

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The Parties have shown their acceptance of the terms of this Agreement by executing it at the end of the schedules.

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SCHEDULE 1A

RMU's Warranties

1. All of the Warranties specified in this schedule 3A shall be deemed to have been given at the Effective Date.

2. **RMU'S CAPACITY**

2.1 RMU has obtained all corporate authorisations required to empower it to enter into this Agreement and to perform its obligations hereunder in accordance with its terms.

2.2 Neither the entry into this Agreement nor the implementation of the transactions contemplated by this Agreement by RMU:

(a) violate or conflict with the provisions of RMU's constitutional documents; or

(b) amount to a violation or breach of any laws or regulations, or any order or judgment of any court or governmental authority, applicable to RMU; or

(c) result in a breach of, or constitute a default under any instrument to which RMU is a party or by which RMU is bound.

2.3 This Agreement constitutes valid and legally binding obligations of RMU, enforceable in accordance with its terms.

2.4 RMU has received all authorizations and consents required from its Affiliates to bind them to the terms of this Agreement.

3. **PSC**

The PSC is held in the name of RMU and RMU's interest in the PSC is not subject to any Encumbrance. RMU is not in violation of any of the terms or conditions of the RMU.

No other person, other than an Indonesian Participant, has any right or claim to any interest in the PSC.

4. **BROKER'S OR FINDER'S FEES**

No agent, broker, person or firm acting on behalf of any of RMU or its Affiliates is, or will be, entitled to any commission, broker's or finder's fees from SSE or CBM Asia in connection with any of the transactions contemplated herein.

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SCHEDULE 1B

CBM Asia's Warranties

All of the Warranties specified in this schedule 1B shall be deemed to have been given at the Effective Date:

1. CAPACITY

1.1 CBM Asia has obtained all corporate authorisations required to empower it to enter into this Agreement and to perform its obligations hereunder in accordance with its terms.

1.2 Neither the entry into this Agreement nor the implementation of the transactions contemplated by this Agreement by CBM Asia will:

(a) violate or conflict with the provisions of CBM Asia's constitutional documents; or

(b) amount to a violation or breach of any laws or regulations, or any order or judgment of any court or governmental authority, applicable to CBM Asia; or

(c) result in a breach of, or constitute a default under any instrument to which CBM Asia is a party or by which CBM Asia is bound.

1.3 This Agreement constitutes valid and legally binding obligations of CBM Asia, enforceable in accordance with its terms.

1.4 CBM Asia has received all authorizations and consents required from its Affiliates to bind them to the terms of this Agreement.

2. BROKER'S OR FINDER'S FEES

Subject to FEM's rights under this Agreement, no agent, broker, person or firm acting on behalf of any of CBM Asia is, or will be, entitled to any commission, broker's or finder's fees from SSE or CBM Asia in connection with any of the transactions contemplated herein.

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The Parties have executed this Agreement on the Effective Date.

PT RIDLATAMA MINING UTAMA

Name : ANDREAS RINALDI

Title :

CBM ASIA BESAR LTD

Name : ALAN CHARUK

Title : PRES. + CEO .