

INTERRA RESOURCES LIMITED

Company Registration No. 197300166Z

SGX ANNOUNCEMENT

Trading Code: 5GI

26 June 2025



INTERRA RESOURCES LIMITED ENTERS INTO JOINT VENTURE AND CONVERTIBLE BOND AGREEMENTS WITH PT. BERKAT BERSATU (THE "TRANSACTIONS")

- 1. INTRODUCTION
- 1.1. Introduction. The board of directors (the "Board") of Interra Resources Limited (the "Company", and together with its subsidiaries, the "Group") is pleased to announce that its newly incorporated subsidiary, PT. Interra Energy Services ("IES") has entered into a joint venture agreement (the "Joint Venture Agreement") with PT. Berkat Bersatu ("PT BB" and together with IES, the "Parties") on 26 June 2025. On the same date as the Joint Venture Agreement, IES has also entered into a convertible bond agreement (the "Convertible Bond Agreement") with PT BB.
- **1.2.** PT BB is an Indonesian company that is in the business of constructing and installing solar power plants, including floating solar farms.
- 1.3. Joint Venture Agreement. Under the Joint Venture Agreement, PT BB has agreed to offer IES the opportunity to participate in solar farm projects in which it has entered into contracts to carry out construction or installation works. If IES chooses to participate, it will provide up to 80% of the funds required to complete the construction works undertaken by PT BB and all such loans will be secured by the issue of convertible bonds by PT BB in favour of IES on terms to be agreed by both Parties.
- 1.4. Convertible Bond Agreement. IES and PT BB have agreed to collaborate on the development and construction of two (2) solar farms in Tembesi, Batam, Indonesia with a capacity of 42 megawatts and 35 megawatts respectively, and one (1) solar farm in Karangkates, East Java, Indonesia with a capacity of 133 megawatts (collectively, the "Solar Farms"). In respect of these Solar Farms, PT BB has been appointed as a sub-contractor to carry out their development and construction. In connection with the collaboration, the Parties have entered into the Convertible Bond Agreement, pursuant to which PT BB shall constitute and sell to IES, and IES shall purchase from PT BB, convertible bonds (the "Convertible Bonds") with an aggregate principal amount of up to a maximum of Rupiah ("Rp.") 35.0 billion (approximately US\$2.2 million), with a coupon interest rate of 20% per annum for the Convertible Bonds. The Convertible Bonds shall be used by PT BB as working capital for the construction of the Solar Farms.

2. INFORMATION ON PT BB

2.1. PT BB. PT BB is a private company incorporated in Indonesia, specialising in the construction and installation of solar power plants (including both land and floating solar power plants). PT BB's involvement in solar projects across Indonesia include a sub-contractor role in the construction of the PLTS Cirata 192 megawatt-peak floating solar farm, a bilateral collaboration between Indonesia and the United Arab Emirates located in West Java. PLTS Cirata is the largest





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solar farm in Southeast Asia and third largest solar farm globally. In addition, PT BB was also the sub-contractor for the TJS 100 megawatt-peak Ground Mounted Solar PV Farm in Kota Bukit Indah industrial Estate, Purwakarta Regency, West Java.

3. SALIENT TERMS OF THE TRANSACTIONS

- **3.1. Salient Terms of the Joint Venture Agreement.** The salient terms of the Joint Venture Agreement entered into on 26 June 2025 are set out below.
 - **3.1.1.** PT BB shall first send to IES written notification ("**Offering Notice**") to offer IES the opportunity to provide financing loans to PT BB to complete any secured works related to the construction and installation of solar farms (the "**Offered Project**"), and IES shall have the prior right, but not the obligation, to participate in the Offered Project.
 - 3.1.2. The Offering Notice shall provide details of the relevant Offered Project to allow IES to make an informed decision on whether to participate, including: (a) the major work program of the Offered Project; (b) the projected revenue and total costs of the Offered Project; and (c) the payment schedule from the main contractor as stipulated in the underlying contract of the Offered Project. IES will then give written confirmation to accept or decline the Offered Project.
 - **3.1.3.** The Parties agree that if IES accepts an Offered Project, the Parties will separately agree on a case-by-case basis the amount of loans to be provided and the financing loans will be secured by convertible bonds on terms to be agreed by the Parties.
- **3.2. Salient Terms of the Convertible Bond Agreement.** The salient terms of the Convertible Bond Agreement entered into on 26 June 2025 are set out below.
 - 3.2.1. The Convertible Bonds have an aggregate principal amount of up to a maximum of Rp. 35.0 billion ("Principal Amount") and a redemption date of twelve (12) months after the completion of the sale and purchase of the Convertible Bonds, at the time the Parties mutually agree in writing (the "Redemption Date"). PT BB shall repay IES the Principal Amount on the date of receipt by PT BB of the final payment from the main contractor under and in accordance with an agreed payment schedule between PT BB and the main contractor for the Solar Farms (the "Maturity Date").
 - **3.2.2.** The proceeds of the Convertible Bonds shall be used for the sole purpose of working capital for constructing the Solar Farms.
 - 3.2.3. Interest ("Interest") shall be payable on the Principal Amount then outstanding at the rate of 20% per annum (the "Interest Rate"), based on a 365-day year, with monthly rest. PT BB shall pay the Interest to IES first, before the balance of the funds received from the main contractor under and in accordance with an agreed payment schedule between PT BB and the main contractor for the Solar Farms.





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- 3.2.4. If PT BB fails to pay the Interest accrued on the last day of each month and/or fails to pay the Principal Amount or the Principal Amount then outstanding and/or any Interest outstanding at the Interest Rate or the Default Interest Rate as the case may be (the "Redemption Amount") on the Redemption Date of the Convertible Bond, Interest shall continue to accrue on the Principal Amount then outstanding at the rate of 10% per annum above the Interest Rate, and shall accrue daily, based on a 365-day year ("Default Interest Rate") until all outstanding Interest that has fallen due is paid in full (in the case where PT BB fails to pay the Interest accrued on the last day of each month) or the Redemption Amount has been paid in full (in the case where PT BB fails to pay the Redemption Amount on the Redemption Date).
- 3.2.5. The conditions precedent to completion under the Convertible Bond Agreement include (but are not limited to) the delivery by PT BB to IES of any and all documents, including any contract with the main contractor for the Solar Farms which are applicable and obliged to be performed by PT BB, and if required, approval of shareholders of IES to enter into and perform its obligations under the Convertible Bond Agreement.
- 3.2.6. PT BB may, with the written consent of IES, redeem the Convertible Bonds in full or in part (which shall be in multiples of Rp. 1,000,000,000 in the case of partial redemption) at any time prior to the Redemption Date by giving three (3) months' written notice to IES of any such full or partial redemption (as the case may be). All Principal Amounts redeemed by PT BB prior to the Redemption Date shall be paid on the last day of each month, together with any Interest outstanding, at the Interest Rate or the Default Interest Rate, as the case may be.
- **3.2.7.** The Convertible Bond shall be redeemed immediately by PT BB at the Redemption Amount in full in certain circumstances, such as where an order is made or an effective resolution is passed, for the winding up, liquidation, or dissolution of PT BB, or an encumbrancer takes possession or receiver is appointed of the whole or any part of the assets or the undertaking of PT BB.
- 3.2.8. Upon the occurrence of certain events of default, IES shall be entitled by notice in writing to PT BB to declare that the Principal Amount and its Interest are immediately due and payable without further written demand or notice of any kind. Thereafter, PT BB upon receiving the notification from IES, must repay the Principal Amount and its Interest no later than seven (7) calendar days of the date of the notification by IES to PT BB by transferring such amount into the bank account as to be notified in writing by IES.
- 3.2.9. All assets of PT BB and receivables of PT BB under PT BB's contract with the main contractor for the Solar Farms shall be charged as security in favour of IES. PT BB agrees that enforcement of said security will not waive or limit the rights of IES under the CBA.





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3.2.10. IES may, at its sole discretion, by giving PT BB a conversion notice as contained within the Convertible Bond Agreement, convert the Convertible Bond at 150% of its face value (the "Conversion Right") into duly authorized, validly issued, fully paid up, and un-encumbered new shares of PT BB.

4. SOURCE OF FUNDING FOR THE TRANSACTIONS

4.1. The Group's investment in the Convertible Bonds is up to a maximum of Rp. 35.0 billion (approximately US\$2.2 million), which will be funded by internal sources of funds.

5. RATIONALE FOR THE TRANSACTIONS

5.1. The Transactions will allow the Group to enter the solar farm industry with minimal risk while securing a steady return on its investment. IES will monitor the progress of projects undertaken by PT BB financed by the issue of the Convertible Bonds. If such projects are performing well and there is no default of Convertible Bonds issued, IES may consider acquiring a significant equity stake in PT BB by either converting its Convertible Bonds to equity of PT BB if PT BB agrees or acquiring new shares in PT BB at an agreed consideration between both PT BB and IES. This will enable IES to partner strategically with PT BB to build more solar power plants from projects secured either by PT BB or by IES. Such investment supports the Group's strategy of diversifying its business into the renewable energy sector, and will provide a steady stream of revenue when more solar farm projects are secured and completed by the Group.

6. DISCLOSEABLE TRANSACTION

6.1. Rule 1006 Relative Figures. The relative figures computed on the bases set out in Rule 1006 of the Listing Manual in respect of the Transactions based on the audited consolidated financial information of the Group for the financial year ended 31 December 2024 ("FY2024") as announced on 15 May 2025 are as follows:

Rule 1006	Basis	Relative
		Figure (%)
(a)	The net asset value of the assets to be disposed of,	Not applicable
	compared with the Group's net asset value	
(b)	The net profits attributable to the assets acquired or	6.42
	disposed of, compared with the Group's net profits ¹	
(c)	The aggregate value of the consideration given or	12.02
	received, compared with the issuer's market	
	capitalisation ² based on the total number of issued	
	shares excluding treasury shares	

¹The total interest income attributable to the Convertible Bonds is Rp. 4,961,197,674:(approximately US\$ 305,737), converted at an exchange rate of US\$1:Rp. 16,2271 as at 25 June 2025.

² The market capitalisation is based on 633,034,104 ordinary shares of the Company ("**Shares**") in issue and the weighted average price of the Share transacted on the SGX-ST on 31 January 2025 of S\$0.036 and converted at the exchange rate of US\$1:S\$1.2797 as at 25 June 2025.





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Rule 1006	Basis	Relative
		Figure (%)
(d)	The number of equity securities issued by the issuer	Not applicable
	as consideration for an acquisition, compared with	
	the number of equity securities previously in issue	
(e)	The aggregate volume or amount of proved and	Not applicable
	probable reserves to be disposed of, compared with	
	the aggregate of the Group's proved and probable	
	reserves	

6.2. Discloseable Transaction. As the relative figures under Rule 1006(b) and 1006(c) exceed 5% but are not more than 20%, the Transactions constitute a discloseable transaction for the Company as defined in Chapter 10 of the Listing Manual. Accordingly, the Company is not required to seek the approval of its shareholders for the Transactions pursuant to Chapter 10 of the Listing Manual.

7. PRO FORMA FINANCIAL EFFECTS OF THE TRANSACTIONS

- 7.1. The financial effects of the Transactions set out below are purely for illustrative purposes and should not be taken as an indication of the actual financial performance of the Group. The financial effects of the Transactions set out below were calculated based on the audited consolidated financial statements of the Group for FY2024, being the most recently completed financial year.
- **7.2. Net Tangible Assets ("NTA").** The effect of the Transactions on the NTA per share of the Group for FY2024, assuming that the Transactions had been effected at the end of FY2024 is as follows:

FY2024	Before the Transactions	After the Transactions
NTA (US\$'000)	35,875	36,181
Total number of issued Shares	633,034,104	633,034,104
NTA per Share (US cents)	5.667	5.715

7.3. Earnings per Share ("EPS"). The effect of the Transactions on the EPS of the Group for FY2024, assuming that the Transactions had been effected at the start of FY2024 is as follows:

FY2024	Before the Transactions	After the Transactions
Profit attributable to shareholders (US\$'000)	4,198	4,503
Weighted average number of issued Shares	633,034,104	633,034,104
EPS (US cents)	0.663	0.711





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8. FURTHER INFORMATION

- **8.1. Interests Of Directors and Controlling Shareholders.** None of the Company's directors or substantial shareholders has any interest, direct or indirect, in the Transactions save for their interests (if any) in the share capital of the Company.
- **8.2. No Directors' Service Contracts.** No person is proposed to be appointed to the Board as part of the Transactions and no director's service contract is proposed to be entered into by the Company with any person in connection with the Transactions.

By Order of the Board of Directors of INTERRA RESOURCES LIMITED

Ng Soon Kai Executive Chairman

About Interra

Interra Resources Limited, a Singapore-incorporated company listed on SGX Mainboard, is engaged in the business of petroleum exploration and production (E&P). Our E&P activities include petroleum production, field development and exploration. We are venturing into renewable energy and have been included by PT PLN Nusantara Power in their Long List for Strategic Partner for partnership in developing power plant projects in Indonesia from 18 March 2024 to 18 March 2026.