

INTERRA RESOURCES LIMITED

Company Registration No. 197300166Z

SGX ANNOUNCEMENT

Trading Code: 5GI

22 September 2025



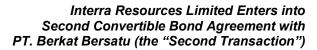
INTERRA RESOURCES LIMITED ENTERS INTO SECOND CONVERTIBLE BOND AGREEMENT WITH PT. BERKAT BERSATU (THE "SECOND TRANSACTION")

1. INTRODUCTION

- 1.1. Introduction. The board of directors (the "Board") of Interra Resources Limited (the "Company", and together with its subsidiaries, the "Group") refers to the Company's announcement made on 26 June 2025 (the "Previous Announcement") on the joint venture agreement and convertible bond agreement entered into between the Company's wholly-owned subsidiary PT. Interra Energy Services ("IES") and PT. Berkat Bersatu ("PT BB" and together with IES, the "Parties"). The Company is pleased to announce that since the Previous Announcement, the Parties have entered into a second convertible bond agreement (the "Second Convertible Bond Agreement").
- **1.2. PT BB.** PT BB is an Indonesian company that is in the business of constructing and installing solar power plants, including floating solar farms. Further details of PT BB are set out in section 2.1 of the Previous Announcement.
- 1.3. Second Convertible Bond Agreement. IES and PT BB have agreed to collaborate on the construction and installation of one (1) solar farm in Saguling, Indonesia with a capacity of 60 megawatts (the "Saguling Solar Farm"). In respect of the Saguling Solar Farm, PT BB has been appointed as a subcontractor to carry out their construction and installation. In connection with the collaboration, the Parties have entered into the Second Convertible Bond Agreement, pursuant to which PT BB shall constitute and sell to IES, and IES shall purchase from PT BB, convertible bond (the "Second Convertible Bond") with an aggregate principal amount of up to a maximum of Rupiah ("Rp.") 20.0 billion (approximately US\$0.6 million), with a coupon interest rate of 20% per annum. The Second Convertible Bond shall be used by PT BB solely for the purpose of financing the working capital for the Saguling Solar Farm.

2. SALIENT TERMS OF THE SECOND TRANSACTION

- 2.1. Salient Terms of the Second Convertible Bond Agreement. The salient terms of the Second Convertible Bond Agreement entered into on 22 September 2025 are set out below.
 - 2.1.1. The Second Convertible Bond has an aggregate principal amount of up to a maximum of Rp. 10.0 billion ("Principal Amount") and a redemption date of twelve (12) months after the completion of the sale and purchase of the Second Convertible Bond, at the time the Parties mutually agree in writing (the "Redemption Date"). PT BB shall repay IES the Principal Amount in two instalments prior to the final payment that the main contractor has to pay PT BB in accordance with an agreed payment schedule between PT BB and the main contractor for the Saguling Solar Farm (the "Maturity Date").

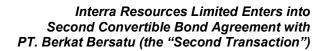




Page 2 of 6



- **2.1.2.** The proceeds of the Second Convertible Bond shall be used for the sole purpose of working capital for constructing the Saguling Solar Farm.
- 2.1.3. 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 Saguling Solar Farm.
- 2.1.4. 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 Second 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).
- 2.1.5. The conditions precedent to completion under the Second 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 Saguling Solar Farm 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 Second Convertible Bond Agreement.
- 2.1.6. PT BB may, with the written consent of IES, redeem the Second Convertible Bond 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.
- **2.1.7.** The Second 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.
- **2.1.8.** 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





Page 3 of 6



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.

- 2.1.9. All assets of PT BB and receivables of PT BB under PT BB's contract with the main contractor for the Saguling Solar Farm 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 Second Convertible Bond Agreement.
- 2.1.10. IES may, at its sole discretion, by giving PT BB a conversion notice as contained within the Second Convertible Bond Agreement, convert the Second Convertible Bond at 150% of its face value (the "Conversion Right") into duly authorised, validly issued, fully paid up, and unencumbered new shares of PT BB.

3. SOURCE OF FUNDING FOR THE SECOND TRANSACTION

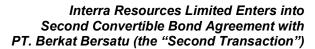
3.1. The Group's investment in the Second Convertible Bond is up to a maximum of Rp. 10.0 billion (approximately US\$0.6 million), which will be funded by internal sources of funds.

4. RATIONALE FOR THE SECOND TRANSACTION

4.1. The Second Transaction will allow the Group to further penetrate the solar farm industry with minimal risk while securing a steady return on its investment. Details of the rationale are set out in section 5.1 of the Previous Announcement.

5. DISCLOSEABLE TRANSACTION

5.1. Rule 1006 Relative Figures. As announced in the Previous Announcement, IES and PT BB had agreed to collaborate on the development and construction of three (3) solar farms and in that connection, IES had purchased from PT BB convertible bonds with an aggregate principal amount of Rp. 35.0 billion (approximately US\$2.2 million), with a coupon interest rate of 20% per annum ("First Transaction"). For the purposes of Chapter 10 of the Listing Manual, and in particular Rule 1005 of the Listing Manual, under which separate transactions completed within the last twelve (12) months may be required to be aggregated and treated as if they were one transaction, the relative figures for the Second Transaction and the aggregated relative figures for the First Transaction and the Second Transaction, computed on the bases set out in Rule 1006 of the Listing Manual based on the latest announced consolidated financial information of the Group for the financial period ended 30 June 2025 ("1H 2025") are as follows:





Page 4 of 6



Rule 1006	Basis The net asset value of the assets to	Relative Figure for the Second Transaction (%)	Relative Figure for the First Transaction and the Second Transaction (%) Not applicable
	be disposed of, compared with the Group's net asset value		11
(b)	The net profits attributable to the assets acquired or disposed of, compared with the Group's net profits ¹	6.95	46.66
(c)	The aggregate value of the consideration given or received, compared with the issuer's market capitalisation ² based on the total number of issued shares excluding treasury shares	3.36	15.13
(d)	The number of equity securities issued by the issuer as consideration for an acquisition, compared with the number of equity securities previously in issue	Not applicable	Not applicable
(e)	The aggregate volume or amount of proved and probable reserves to be disposed of, compared with the aggregate of the Group's proved and probable reserves	Not applicable	Not applicable

5.2. Discloseable Transaction. The aggregated relative figure for the First Transaction and the Second Transaction under Rule 1006(b) of the Listing Manual exceeds 20% while the aggregated relative figure under Rule 1006(c) of the Listing Manual exceeds 5% but does not exceed 20%. Pursuant to Rule 1014(2) of the Listing Manual, the requirement to seek shareholders' approval does not apply in the case of an acquisition of profitable assets if the only limit breached is Rule 1006(b) of the Listing Manual. Therefore, based on the above relative figures (whether in respect of the Second Transaction alone or when aggregated with the First Transaction), the Second Transaction constitutes a "discloseable" transaction as defined in Chapter 10 of the Listing Manual and is not subject to shareholders' approval at a general meeting under Rule 1014(2) of the Listing Manual.

¹The total interest income attributable to the Second Transaction is approximately Rp. 0.5 billion (US\$31,000 based on an exchange rate of US\$1:Rp.16,629 as at 19 September 2025). The aggregate total interest income attributable to the First Transaction and the Second Transaction is approximately Rp 3.4 billion (US\$206,000 based on an exchange rate of US\$1: Rp.16,629 as at 19 September 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 based on the exchange rate of US\$1:S\$1.2841 as at 19 September 2025.



Page 5 of 6



6. PRO FORMA FINANCIAL EFFECTS OF THE SECOND TRANSACTION

- **6.1.** The financial effects of the Second Transaction set out below are purely for illustrative purposes and should not be taken as an indication of the actual financial performance of the Group.
- **6.2.** The financial effects of the Second Transaction set out below were calculated based on the audited consolidated financial statements of the Group for the financial year ended 31 December 2024 ("**FY2024**"), being the most recently completed financial year.
- **6.3.** The pro forma financial effects have also been prepared based on, *inter alia*, the following assumptions:
 - **6.3.1.** for the purposes of computing the NTA per Share of the Group after the completion of the Second Transaction, it is assumed that the Second Transaction had been completed on 31 December 2024 (being the end of the most recently completed financial year) in respect of the FY2024 pro forma financial effects;
 - **6.3.2.** for the purposes of computing the EPS of the Group after the completion of the Second Transaction, it is assumed that the Second Transaction had been completed on 1 January 2024 (being the beginning of the most recently completed financial year) in respect of the FY2024 pro forma financial effects; and
 - **6.3.3.** the estimated expenses incurred/to be incurred in relation to the Second Transaction is approximately US\$5,000.
- **6.4. Net Tangible Assets ("NTA").** The effect of the Second Transaction on the NTA per share of the Group for FY2024 is as follows:

FY2024	Before the Second Transaction	After the Second Transaction
NTA (US\$'000)	35,875	35,901
Total number of issued Shares	633,034,104	633,034,104
NTA per Share (US cents)	5.67	5.67

6.5. Earnings per Share ("EPS"). The effect of the Second Transaction on the EPS of the Group for FY2024 is as follows:

FY2024	Before the Second Transaction	After the Second Transaction
Profit attributable to shareholders (US\$'000)	4,198	4,224
Weighted average number of issued Shares	633,034,104	633,034,104
EPS (US cents)	0.66	0.67



Page 6 of 6



7. FURTHER INFORMATION

- 7.1. Interests of Directors and Substantial Shareholder. None of the Company's directors or substantial shareholder has any interest, direct or indirect, in the Second Transaction save for their interests (if any) in the share capital of the Company.
- **7.2. No Directors' Service Contracts.** No person is proposed to be appointed to the Board as part of the Second Transaction and no director's service contract is proposed to be entered into by the Company with any person in connection with the Second Transaction.

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 the 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 collaborating with our Indonesian joint venture partner to install floating solar farms in Indonesia. We also hold the rights to convert certain loans into a 40% equity interest in 3 silica sand concessions in Indonesia with an option to increase our stake to 51% for one of the 3 concessions. We are also included by PT PLN Nusantara Power in their Long List for Strategic Partner for partnership in developing power plant projects in Indonesia.

The Company holds a stake of 12.24% in Morella Corporation Limited, an ASX-listed exploration and resource development company focused on lithium and battery minerals.