

17 November 2025

**INTERRA RENEWABLE ENERGY (THAILAND) CO., LTD ENTERS INTO
JOINT VENTURE AGREEMENT AND CONVERTIBLE BOND AGREEMENT WITH
ROYAL MANOR GROUP CO., LTD. (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, Interra Renewable Energy (Thailand) Co., Ltd. (“**IRET**”) has entered into a joint venture agreement (the “**Joint Venture Agreement**”) with Royal Manor Group Co., Ltd. (“**RMG**” and together with IRET, the “**Parties**”) on 17 November 2025. On the same date as the Joint Venture Agreement, IRET has also entered into a convertible bond agreement (the “**Convertible Bond Agreement**”) with RMG. In connection with the entry into the Convertible Bond Agreement, IRET has also entered into a personal guarantee and share pledge agreement dated 17 November 2025 (the “**Personal Guarantee and Share Pledge Agreement**”) with each of the two (2) individual shareholders of RMG, Mr Meng Cheng and Ms Aunyarin Kulkeatdech (collectively, the “**Guarantors**”).
- 1.2. RMG.** RMG is a Thai company that owns and operates a durian processing factory in Thailand (“**RMG Factory**”). RMG also owns certain land in Thailand (the “**RMG Land**”).
- 1.3. Joint Venture Agreement.** Under the Joint Venture Agreement, after the execution of the agreement, the Parties will incorporate a new joint venture company (“**Newco**”) to develop a solar power plant of up to 10 megawatt or lesser depending on the capacity of the solar farm that can be developed within the RMG Factory which will be used to generate and produce electricity for its own use and sale to the Thai government, as well as to develop a renewable energy supply business (the “**Solar Farm Project**”). RMG and IRET shall subscribe for 51% and 49% of the total issued share capital of the Newco respectively. Further details of the key terms of the Joint Venture Agreement are set out in section 3.1 below.
- 1.4. Convertible Bond Agreement.** [In connection with the Joint Venture Agreement, the Parties have entered into the Convertible Bond Agreement, pursuant to which RMG shall constitute and sell to IRET, and IRET shall purchase from RMG, a redeemable, convertible, secured convertible bond (the “**Convertible Bond**”) with a principal amount of S\$4,000,000 (approximately US\$3,076,960), on which the interest payable is at the rate of 6% per annum. The Convertible Bond shall be used by RMG to redeem a mortgage loan taken out by RMG that is secured by a mortgage over the RMG Land that it owns. Further details of the key terms of the Convertible Bond Agreement are set out in section 3.2 below.
- 1.5. Personal Guarantee and Share Pledge Agreement.** In connection with the Convertible Bond Agreement, in addition to the mortgage over the RMG Land (if applicable and upon completion of the mortgage registration), as further security

for the Convertible Bond, the Guarantors have executed a Personal Guarantee and Share Pledge Agreement to guarantee the full and punctual performance of all obligations of RMG under the Convertible Bond Agreement. The Guarantors have also agreed to pledge their shares in RMG to secure their respective obligations. Further details of the key terms of the Personal Guarantee and Share Pledge Agreement are set out in section 3.2 below.

2. INFORMATION ON RMG AND THE GUARANTORS

- 2.1. RMG.** RMG, a private limited liability company incorporated in Thailand, owns and operates the RMG Factory located in Na Yai Am, Chanthaburi, Thailand, and also owns the RMG Land on which the RMG Factory is located. The total land area of the RMG Land is approximately 186,723 m².
- 2.2. Guarantors.** Mr Meng Cheng and Ms Aunyarin Kulkeatdech are directors and individual shareholders of RMG who collectively own 92% of the shares of RMG. Mr Meng Cheng is also the chief executive officer of RMG.

3. KEY TERMS OF THE TRANSACTIONS

- 3.1. Key Terms of the Joint Venture Agreement.** The salient terms of the Joint Venture Agreement entered are set out below.
- 3.1.1.** After the execution of the Joint Venture Agreement, the Parties will incorporate the Newco, in respect of which RMG and IRET shall subscribe for 51% and 49% of the total issued share capital of the Newco respectively. Each Party shall contribute to the working capital required by the Newco according to their respective shareholdings.
- 3.1.2.** Save for day-to-day activities in the ordinary course of business and within the Board-approved budget, the Newco shall not make or implement any decision, enter into any commitment or omit to take any action that could reasonably be expected to materially affect the interests of either of IRET or RMG, or the Solar Farm Project, without the prior written consent of both IRET and RMG.
- 3.1.3.** The Parties shall use their best efforts to obtain the necessary permits and licences through the Newco that are required to develop the Solar Farm Project and to enter into power purchase agreements with the Thailand authorities for the sale of electricity to the Thailand authorities on terms acceptable to both Parties. Subject to obtaining the necessary permits and licences, the Parties shall call for a tender to award the engineering contract and procurement contract to develop the Solar Farm Project. The Parties will evaluate the tenders submitted by interested third parties and shall award the tender to the tenderer that offers the best terms including the supply of all necessary equipment and products required for the construction of the Solar Farm Project, such as solar panels, racking equipment and performance monitoring equipment.



3.1.4. RMG shall have the right to appoint two (2) directors, while IRET shall have the right to appoint one (1) director, to the board of the Newco. A director may only be removed by the party appointing him.

3.1.5. Upon completion of the Solar Farm Project, the Newco shall, to the fullest extent permitted under applicable Thai law, declare and pay dividends out of its net profits to its shareholders, after setting aside the statutory reserve and any other reserves required by law, its articles of association, or binding financing covenants. Dividends shall be declared by resolution of a duly convened shareholders' meeting.

3.1.6. The legal and beneficial ownership of the Solar Farm Project and all assets and equipment comprised in or is a part of the Solar Farm Project (save for the land wholly-owned by RGM) shall be owned by Newco.

3.2. Key Terms of the Convertible Bond Agreement and the Personal Guarantee and Share Pledge Agreement. The salient terms of the Convertible Bond Agreement and the Personal Guarantee and Share Pledge Agreement are set out below.

3.2.1. The Convertible Bond has a principal amount of S\$4,000,000 ("**Principal Amount**") and a redemption date of twelve (12) months after the completion of the sale and purchase of the Convertible Bond (the "**Redemption Date**"). To the extent permitted under Thai law, the Convertible Bond shall be secured by a mortgage over the RMG Land (if applicable and upon completion of the mortgage registration), and further secured by the personal guarantees of the Guarantors in accordance with the Personal Guarantee and Share Pledge Agreement. All such security with respect to the Convertible Bond shall rank in priority ahead of any other unsecured obligations of RMG, unless otherwise mandatorily preferred by law.

3.2.2. The proceeds of the Convertible Bond shall be used for the sole purpose of redeeming the existing mortgage loan of the same amount secured by a charge or mortgage over the RMG Land that it owns, and shall not be used for any other purpose of RMG unless otherwise agreed by IRET.

3.2.3. Interest ("**Interest**") shall be payable on the Principal Amount then outstanding at the rate of 6% per annum, based on a 365-day year, with monthly rest (the "**Interest Rate**").

3.2.4. If RMG 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 defined below) 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 3.5% 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

RMG 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 RMG 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 Parties obtaining the necessary approvals and consents to performing their obligations under the Convertible Bond Agreement as well as the entry into of the Joint Venture Agreement, and there being no default or non-compliance with any rule of the Listing Manual of the SGX-ST (“**Listing Manual**”) or any applicable law.
- 3.2.6.** RMG may redeem the Convertible Bond in full or in part (which shall be in multiples of S\$100,000 in the case of partial redemption) at any time prior to the Redemption Date by giving three (3) months’ written notice to IRET of any such full or partial redemption (as the case may be). All Principal Amounts redeemed by RMG 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 RMG at the Redemption Amount in full (and not in part only) in certain circumstances, such as where an order is made or an effective resolution is passed, for the winding up, liquidation, or dissolution of RMG, or an encumbrancer takes possession or a receiver is appointed of the whole or any part of the assets or the undertaking of RMG.
- 3.2.8.** Upon the occurrence of certain events of default, IRET shall be entitled by notice in writing to RMG to declare that the Principal Amount and its Interest are immediately due and payable, and RMG shall within 14 business days following such written notification from IRET, repay the Principal Amount and its Interest.
- 3.2.9.** If RMG fails to pay the Redemption Amount on the Redemption Date or RMG fails to pay any Interest within 15 days of such Interest falling due, IRET may, at its sole discretion, by giving RMG a conversion notice as contained within the Convertible Bond Agreement, convert the Redemption Amount into duly authorised, validly issued, fully paid up, and un-encumbered shares of RMG (the “**Conversion Right**”). The Conversion Right shall not be exercised if it would cause the Newco to breach any applicable foreign shareholding limitations under Thai law.
- 3.2.10.** The Guarantors have executed the Personal Guarantee and Share Pledge Agreement to guarantee the full and punctual performance of all obligations of RMG under the Convertible Bond Agreement, including the redemption amount, interest, default interest, and all enforcement expenses. The Guarantors have also agreed to pledge their shares in RMG to secure their respective obligations.

4. VALUATION AND SOURCE OF FUNDING FOR THE TRANSACTIONS

- 4.1.** The Group’s investment in the Convertible Bond is S\$4,000,000 (approximately US\$3,076,960), which will be funded by internal sources of funds.
- 4.2.** As the Newco has not commenced operations nor own any assets, the book value and net tangible asset value of the shares of the Newco is zero. No valuation of the shares of the Newco has been commissioned by the Company.

5. RATIONALE FOR THE TRANSACTIONS

- 5.1.** The Transactions will allow the Group to enter the solar farm industry in Thailand while securing a steady return on its investment. This investment supports the Group’s strategy of diversifying its business into the renewable energy sector.

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 latest announced unaudited consolidated financial information of the Group for the financial period ended 30 June 2025 are as follows:

Rule 1006	Basis	Relative Figure (%)¹
(a)	The net asset value of the assets to be disposed of, compared with the Group's net asset value ²	6.45
(b)	The net profits attributable to the assets acquired or disposed of, compared with the Group's net profits ³	6.98
(c)	The aggregate value of the consideration given or received, compared with the issuer's market capitalisation ⁴ based on the total number of issued shares excluding treasury shares	17.55
(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
(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

¹The relative figures computed only account for the entry into the Convertible Loan Agreement and does not account for the entry into the Joint Venture Agreement as the Newco has not been incorporated yet.

²The net asset value of the assets to be disposed of means the aggregate value of the financial assistance amounting to S\$4,000,000 (approximately US\$3,076,960).

³The total interest income attributable to the Convertible Bond is S\$40,000 (approximately US\$30,770) for the months of November to December 2025, converted at an exchange rate as at 14 November 2025 of US\$1:S\$1.3000.

⁴ The market capitalisation is based on 633,034,104 ordinary shares of the Company in issue, the weighted average price transacted on 31 January 2025 of S\$0.036 and the exchange rate as at 14 November 2025 of US\$1:S\$1.3000.



- 6.2. Discloseable Transaction.** As the relative figures under Rule 1006(a), 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.
- 7.2.** The financial effects of the Transactions 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.
- 7.3.** The pro forma financial effects have also been prepared based on, *inter alia*, the following assumptions:
- 7.3.1.** for the purposes of computing the NTA per share of the Group after the completion of the Transactions, it is assumed that the Transactions 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;
- 7.3.2.** for the purposes of computing the EPS of the Group after the completion of the Transactions, it is assumed that the Transactions 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
- 7.3.3.** the estimated expenses incurred/to be incurred in relation to the Transactions is not expected to be material.
- 7.4. Net Tangible Assets (“NTA”).** The effect of the Transactions on the NTA per share of the Group for FY2024 is as follows:

FY2024	Before the Transactions	After the Transactions
NTA (US\$'000)	35,875	35,906
Total number of issued shares	633,034,104	633,034,104
NTA per share (US cents)	5.67	5.67

- 7.5. Earnings per Share (“EPS”).** The effect of the Transactions on the EPS of the Group for FY2024 is as follows:

FY2024	Before the Transactions	After the Transactions
Profit attributable to shareholders (US\$'000)	4,198	4,229
Weighted average number of issued shares	633,034,104	633,034,104
EPS (US cents)	0.66	0.67

8. FURTHER INFORMATION

- 8.1. Interests of Directors and Substantial 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 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 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 advancing a portfolio of critical minerals across Tier 1 jurisdictions in Australia and the United States of America.