



**ZHENENG JINJIANG ENVIRONMENT HOLDING COMPANY LIMITED**

浙能锦江环境控股有限公司

(Company Registration Number: 245144)

(Incorporated in the Cayman Islands on 8 September 2010)

**ENTRY INTO TERM LOAN FACILITIES AND DISCLOSURE PURSUANT TO RULE 704(31) OF THE LISTING MANUAL**

**1. INTRODUCTION**

The Board of Directors (the “**Board**”) of Zheneng Jinjiang Environment Holding Company Limited (the “**Company**”, and together with its subsidiaries, the “**Group**”) wishes to announce that the Company’s subsidiary, PT Indo Green Power (“**Borrower**”), as borrower, had on 18 October 2024 (the “**Signing Date**”) entered into a facility agreement (the “**Agreement**”) with, *inter alia*, DBS Bank Ltd. and PT Bank Negara Indonesia (Persero) Tbk, as mandated lead arrangers, and PT Bank DBS Indonesia, as Global Facilities Agent (the “**Global Facilities Agent**”) in relation to a US dollar syndicated term loan facility of up to US\$85,000,000 (the “**USD Facility**”) and an Indonesian Rupiah syndicated term loan facility of up to Rp243,000,000,000 (the “**IDR Facility**” and together with the USD Facility, the “**Facilities**”).

The Borrower has secured a concession to construct, own and operate a waste-to-energy facility in Palembang, Indonesia which will have a total installed waste treatment capacity of 1,000 tons per day upon completion (the “**Palembang Project**”).

**2. SALIENT TERMS OF THE FACILITIES**

**2.1 Amount**

The availability limit of the USD Facility is US\$85,000,000, while the availability limit of the IDR Facility is Rp243,000,000,000.

**2.2 Availability Period and Term**

Subject to the fulfilment or waiver of certain conditions precedent including, among others, the approval and registration of medium and long-term foreign debt by the National Development and Reform Commission and the completion of approvals by the China Export and Credit Insurance Corporation, in respect of the Facilities, the Facilities may be utilised from the date on which all of the conditions precedent under the Agreement have been fulfilled or waived up to the earlier of (i) the date on which the Palembang Project commences commercial operation or (ii) the date on which the Palembang Project is required to commence commercial operation under the power purchase agreement entered into by the Borrower.

All outstanding loans under the USD Facility are to be repaid in full by the date falling 156 months after the Signing Date, while all outstanding loans under the IDR Facility must be repaid in full by the date falling 120 months after the Signing Date. The Facilities must be repaid in accordance with the repayment schedule set out in paragraph 2.6 below.

### 2.3 **Interest Rate**

The rate of interest under the USD Facility is determined based on the aggregate of (a) 2.40% per annum and (b) a specified per annum percentage rate determined in accordance with the Agreement.

The rate of interest under the IDR Facility is determined based on the aggregate of (a) 3.25% per annum and (b) a specified per annum percentage rate determined in accordance with the Agreement.

### 2.4 **Guarantees**

The Company has, *inter alia*, irrevocably and unconditionally guaranteed, the punctual performance of the Borrower of certain obligations under the Facilities and ancillary documents and the performance of certain obligations in relation to the Palembang Project by stipulated deadlines.

### 2.5 **Purpose**

Under the terms of the Agreement, the Borrower shall apply all amounts borrowed by it under the USD Facility to pay up to 85% of the amount payable under an engineering, procurement and construction contract dated 1 June 2023 entered into between the Borrower and a third party contractor in relation to the construction of the Palembang Project, and shall apply all amounts borrowed by it under the IDR Facility to pay for costs associated with the construction of the Palembang Project.

### 2.6 **Repayment**

The outstanding loans under the USD Facility are to be repaid in instalments every three months commencing from 30 April 2027 in accordance with a repayment schedule under the Agreement, with the final repayment being the date falling 156 months after the date of the Agreement.

The outstanding loans under the IDR Facility are to be repaid in instalments every three months commencing from 30 April 2027 in accordance with a repayment schedule under the Agreement, with the final repayment being the date falling 120 months after the date of the Agreement.

### 2.7 **Events of Default and Mandatory Prepayment**

The Agreement contains certain customary events of default including, among others, non-payment of any amounts payable, breach of covenants, breach or termination of the power purchase agreement for the Palembang Project, cross default, insolvency, cessation of business and events with a material adverse effect.

The Agreement also sets out certain other events which entitle the lenders to demand mandatory repayment upon notice to the Global Facilities Agent, including, among others, a Change of Control (as defined in Appendix 1 hereto), details of which are set out in Appendix 1 to this announcement. In view of the aforesaid, the Company will obtain an undertaking from the relevant shareholder as required under Rule 728 of the Listing Manual of the Singapore Exchange Securities Trading Limited (the “**Listing Manual**”), as further set out in paragraph 3 below.

### 3. **RULES 704(31) AND 728 OF THE LISTING MANUAL**

Pursuant to Rule 704(31) of the Listing Manual, the Board wishes to announce that the Agreement contains conditions that make reference to the shareholding interests of the largest controlling shareholder of the Company, Zhejiang Provincial Energy Group Co., Ltd. (浙江省能源集团有限公司) (“**Zheneng Group**”), and place restrictions on any change in control of the Company, the details of which are set out in Appendix 1.

In the event that any of the conditions described in Appendix 1 occurs, unless otherwise notified by the Borrower to the Global Facilities Agent at least fourteen (14) days prior to the proposed change of control and approved by the Unanimous Lenders (as defined in the Agreement) in writing, the Global Facilities Agent may (and if so directed by the Required Voting Parties (as defined in the Agreement), shall), among other things:

- (a) declare the commitments under the Facilities to be cancelled, whereupon the commitments of each of the lenders under the Facilities will be reduced to Zero and no further drawings may be requested or made under the Facilities; and/or
- (b) declaring all or any part of the loans under the Facilities, and in each case accrued interest thereon, any fees and any amounts payable under the Finance Documents (as defined in the Agreement) to be immediately due and payable (or due and payable on demand or on such dates as the Global Facilities Agent may specify) whereupon they shall become so due and payable.

The amount of the Facilities as at the date of this announcement that may be affected by a breach of such conditions is nil, given that the Facilities can only be utilised following the fulfilment or waiver of all conditions precedent under the Agreement. Assuming the Facilities are subsequently fully utilised following the fulfilment or waiver of all conditions precedent under the Agreement, the amount of the Facilities that may be affected by a breach of such conditions is the aggregate of approximately US\$85,000,000 and Rp243,000,000,000.

In compliance with Rule 728 of the Listing Manual, the Company will, prior to utilising the Facilities following the fulfilment or waiver of all conditions precedent under the Agreement, obtain an undertaking from Zheneng Group to notify the Company, as soon as it becomes aware, of any share pledging arrangements, financial instruments or other similar security arrangements relating to the shares in the Company that are beneficially owned, directly or indirectly, by Zheneng Group, or which it is entitled to control the exercise of the rights, and of any event which will be an event of default, an enforcement event or an event that would cause acceleration of the repayment of the principal amount of the Facilities under the Agreement and/or any other documentation governing the Facilities.

**BY ORDER OF THE BOARD**

Wei Dongliang  
Executive Chairman  
20 October 2024

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**For further information, please contact:**

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## APPENDIX 1

**JEI** means PT Jinjiang Environment Indonesia, a limited liability company established, organised and validly existing under the laws of Indonesia.

**MBE** means PT Musi Bina Energi, a limited liability company established, organised and validly existing under the laws of Indonesia.

**Sponsor** means Zheneng Jinjiang Environment Holding Company Limited, a company incorporated in Cayman Islands and having its registered office at Grand Pavilion, Hibiscus Way 802 West Bay Road, P.O. Box 31119, KY1-1205, Cayman Islands.

**Change of Control means**, unless otherwise notified by the Borrower to the Global Facilities Agent at least fourteen (14) days prior to the proposed change of control and approved by the Unanimous Lenders in writing:

- (a) JEI ceasing to hold (directly or indirectly) at least 95% of the issued share capital of the Borrower;
- (b) the Sponsor ceasing to hold (directly or indirectly) at least 51% of the issued share capital of JEI and MBE (to the extent MBE is the Landowner); or
- (c) Zhejiang Provincial Energy Group Co., Ltd. (a company incorporated under the laws of the PRC with its registered office and principal place of business at 152 Tianmushan Rd., Xihu District, Hangzhou, Zhejiang Province, the PRC) ceasing to hold (directly or indirectly) the single largest portion of the issued share capital of the Sponsor;

### 22. Events of Default

Each of the events or circumstances set out in this clause 22 shall be an Event of Default under this Agreement unless waived by the Global Facilities Agent.

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#### 22.13 Sponsor, Shareholder and Security Provider Obligations

Any Sponsor, Shareholder or Security Provider does not comply with any of its obligations under any provision set out in the Sponsor Support Agreement (including without limitation the obligations to provide Equity Contribution pro rata to the relevant shareholding interest and pay all Project Costs Overruns to ensure the Commercial Operation Date and the Completion Date take place) or any other Finance Document to which it is a party. Without limiting the generality of the foregoing, any Change of Control shall be an Event of Default, for which the remedies contemplated under clause 23 (*Remedies Following Default*) shall apply.