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FIRST PACIFIC COMPANY LIMITED

第一太平有限公司

(Incorporated with limited liability under the laws of Bermuda)

Website: www.firstpacific.com

(Stock Code: 00142)

DISCLOSEABLE TRANSACTION

GRANT OF AWARD TO THE CONTRACTOR IN RELATION TO A POWER PROJECT OF PACIFICLIGHT POWER PTE. LTD. IN SINGAPORE

GRANT OF AWARD TO THE CONTRACTOR IN RELATION TO A POWER PROJECT OF PLP IN SINGAPORE

Reference is made to the announcement of the Company dated 6 January 2025 relating to PLP being awarded the right to build, own, and operate a CCGT facility on Jurong Island, Singapore, by the Singapore EMA. The Group has approximately 55.7% economic interest in PLP as at the date of this announcement. PLP's financial results are consolidated in the Group's financial statements.

The Company is pleased to announce that PLP issued a CLOA to the Contractor on 25 March 2025, and the Contractor had accepted the CLOA on 25 March 2025, in relation to the conditional award by PLP of the EPC project works for the CCGT Power Project to the Contractor. On 14 March 2025, PLP entered into the LNTPA with the Contractor for execution of LNTP Works. The CLOA is expressed to be legally binding and enforceable, and shall unless otherwise agreed continue in full force and effect until the entry into appropriate documentation in due course based on the agreed terms and conditions set forth in the CLOA and the LNTPA.

The total contract price of CLOA (including the initial payment amount for the LNTP Works of JPY5.4 billion plus S\$6.5 million (equivalent to approximately US\$41.1 million or HK\$320.6 million, in aggregate)) payable by PLP to the Contractor is the sum of JPY23.6 billion, US\$81 million, and S\$434.8 million (equivalent to approximately US\$564.1 million or HK\$4.4 billion, in aggregate). The contract price for LNTP Works and the CLOA shall be payable on a milestone basis, based on the completion of the relevant works and the reservation period of major equipment, comprising a gas turbine, generator and steam turbine. Pursuant to the CLOA, should PLP later decide to exercise its rights to purchase certain equipment supplied by the Contractor, PLP shall pay the Contractor an additional amount of up to S\$69.4 million (equivalent to approximately US\$51.8 million or HK\$404.0 million).

Scheduled to commence operation in January 2029, the CCGT Power Project will be the largest single J/H-class CCGT plant in Singapore, with capacity of at least 670 MW and the most efficient of its kind. The new CCGT plant is expected to enhance PLP's competitiveness and growth trajectory while providing maximum operational flexibility.

LISTING RULES IMPLICATIONS

The entering into of the LNTPA by PLP on 14 March 2025 did not constitute a discloseable transaction for the Company pursuant to Chapter 14 of the Listing Rules at the relevant time. When aggregated with the entering into of the LNTPA which was conducted within 12 months of the entering into of the CLOA, one or more of the applicable percentage ratios (as defined under the Listing Rules) in respect of the entering into of the CLOA exceeds 5% but all the applicable percentage ratios are less than 25%. Accordingly, the entering into of the CLOA by PLP, when aggregated with the entering into of the LNTPA, constitutes a discloseable transaction for the Company under the Listing Rules and is, therefore, subject to the reporting and announcement requirements under Chapter 14 of the Listing Rules.

GRANT OF AWARD TO THE CONTRACTOR IN RELATION TO A POWER PROJECT OF PLP IN SINGAPORE

Reference is made to the announcement of the Company dated 6 January 2025 relating to PLP being awarded the right to build, own, and operate a CCGT facility on Jurong Island, Singapore, by the Singapore EMA. The Group has approximately 55.7% economic interest in PLP as at the date of this announcement. PLP's financial results are consolidated in the Group's financial statements.

The Company is pleased to announce that PLP issued a CLOA to the Contractor on 25 March 2025, and the Contractor had accepted the CLOA on 25 March 2025, in relation to the conditional award by PLP of the EPC project works for the CCGT Power Project to the Contractor. On 14 March 2025, PLP entered into the LNTPA with the Contractor for execution of LNTP Works. The CLOA is expressed to be legally binding and enforceable, and shall unless otherwise agreed continue in full force and effect until the entry into appropriate documentation in due course based on the agreed terms and conditions set forth in the CLOA and the LNTPA.

The principal terms of the CLOA and the LNPTA are summarised as follows:

Overview

- (1) The Contractor shall perform the design, engineering, supply, procurement, construction, installation, testing and commissioning of the CCGT power plant, targeted for completion by the Guaranteed Completion Date;
- (2) The CLOA provides for clear requirements and controls addressing the scope, agreed service levels and deadlines for the performance of the works with the aim of completing the CCGT Power Project; and
- (3) The LNTPA also includes obligation of reserving major equipment in an extremely competitive seller's market for CCGTs to ensure the timely manufacture and delivery of major equipment.

Date

25 March 2025 (after trading hours of the Stock Exchange)

Parties

- (1) PLP
- (2) the Contractor

Subject matter

Pursuant to the CLOA, the Contractor is responsible for the design, engineering, supply, procurement, construction, installation, testing and commissioning necessary to provide and complete the EPC project works for PLP's CCGT Power Project, including the rectification of any defects thereto, in accordance with the terms of the CLOA.

Contract price

The total contract price of CLOA (including the initial payment amount for the LNTP Works of JPY5.4 billion plus S\$6.5 million (equivalent to approximately US\$41.1 million or HK\$320.6 million, in aggregate)) payable by PLP to the Contractor is the sum of JPY23.6 billion, US\$81 million, and S\$434.8 million (equivalent to approximately US\$564.1 million or HK\$4.4 billion, in aggregate), including the costs of all materials, labour, temporary works, constructional plant, equipment and tools, fees, tariffs, excise, charges, taxes (excluding GST), costs, profit, overhead and all other things necessary to perform the EPC project works in accordance with the terms of the CLOA and LNTPA. Pursuant to the CLOA, should PLP later decide to exercise its rights to purchase certain equipment supplied by the Contractor, PLP shall pay the Contractor an additional amount of up to S\$69.4 million (equivalent to approximately US\$51.8 million or HK\$404.0 million).

The initial payment amount of JPY5.4 billion plus S\$6.5 million, which is in total equivalent to approximately US\$41.1 million or HK\$320.6 million, in aggregate, for the LNTP Works is payable under the LNTP as progress payments in cash, in the different currencies, on a milestone basis based on the percentage of LNTP Works performed and the length of time by which the major equipment are reserved. The first payment is due in cash in early April 2025, with other payments due in cash with a payment term of 30 days from the issuance of an invoice following the Contractor's achievement of a milestone. Payments made under the LNTPA shall be deemed to be prepayments of amounts payable by PLP to the Contractor.

Payment of the total contract price under the EPC contract will similarly be progress payments in cash on a milestone basis based on the percentage of EPC works performed. Such milestones shall be broken down based on specific work streams achieved in the agreed detailed program schedule. An advance payment will be payable upon the execution of the EPC contract, subject to the delivery of an advance payment bond to be delivered by the Contractor to the owner, with a requirement that such advance payment bond be valid and enforceable until the full value of the advance payment has been recovered by the owner through deductions.

Basis of determination of the contract price

The CLOA was awarded by PLP to the Contractor following a competitive tender with bidders from consortia of reputable original equipment manufacturers and EPC contractors, comprising a detailed competitive bidding process, conducted by PLP. The contract price was determined pursuant to such detailed competitive bidding process and after arm's length negotiations between PLP and the Contractor, and was based on typical commercial terms with reference to the level of commitment by the Contractor to PLP's specified requirements and terms; the expertise, experience and market position of the Contractor; the complexity, design, quality and scale of the EPC project works required for the CCGT Power Project; and the allocation of risks between the parties.

Performance bonus, performance damages and power outage damages

There are specified agreed market competitive and confidential service levels in respect of the electrical generating set (comprising various generators, turbines and associated auxiliaries and systems) to be completed by the Contractor as part of the EPC project works. In order to instill encouragement and discipline in the Contractor to achieve these service levels, performance bonuses and liquidated damages shall apply where the Contractor's performance is better than the agreed service levels, or where performance is worse than the agreed service levels (as the case may be). The maximum performance bonuses available to the Contractor shall be S\$40 million (equivalent to approximately US\$29.9 million or HK\$232.8 million). All liquidated damages are capped at 20% in aggregate of the total contract price.

Security

The Contractor shall obtain and deliver security in the agreed form from an international bank acceptable to PLP for the Contractor's obligations and due and faithful performance of the EPC project works required, equal to 10% of the total contract price, to PLP not later than 30 calendar days after the later of the receipt of (i) a notice from PLP of its satisfaction of any conditions precedent to or otherwise the coming into effect of any project financing documentation relating to the total contract price and (ii) the issuance of the formal notice to proceed from PLP.

The security, less any deductions PLP is entitled to make pursuant to the EPC project works, shall be released within 20 Business Days after the expiry of the defects liability period, being two years from the Practical Completion Date, to be extended for a further two years for any part of the EPC project works made good or replaced during the initial two-year period, but such defects liability period shall not be longer than four years from the Practical Completion Date.

Conditions precedent

The LNTPA is conditional upon PLP obtaining its shareholder management approval not later than 25 March 2025.

The terms set forth in the CLOA shall be effective upon obtaining of project financing relating to the total contract price by PLP, which condition may be waived by PLP.

Expected time for completion

The Contractor shall commence the remainder of the EPC project works either by way of further limited notices to proceed and/or upon the issuance of the formal notice to proceed by PLP (the "**Commencement Date**"). The Commencement Date is currently targeted to take place on 15 December 2025. The Contractor shall complete the required EPC project works within 36 months after the Commencement Date, subject to postponement by an equivalent number of days of delay from 1 January 2026 in the event that the formal notice to proceed from PLP is issued later than 1 January 2026 (the "**Guaranteed Completion Date**").

If the Contractor fails to complete the EPC project works by the Guaranteed Completion Date (subject to any changes in accordance with the terms for the EPC project works), the Contractor shall, on demand by PLP, pay to PLP delay damages up to a maximum amount of 10% of the total contract price.

REASONS FOR AND BENEFITS OF ENTERING INTO THE CLOA

The issuance and acceptance of the CLOA in furtherance of the development of the CCGT Power Project will improve the overall profitability of PLP in the long run by increasing the overall generation capability of PLP, the prospect of retail of electricity through its wholly-owned subsidiary, PacificLight Energy Pte. Ltd. ("**PLE**"), thereby improving the profitability of PLP and PLE, and indirectly the Group's interests in PLP.

The CLOA and its addendums provides clear commercial boundaries for the definitive documentation which will contain the commercial terms set out in this announcement.

DIRECTORS' VIEWS

The Directors consider that the terms of the CLOA and the LNTPA are fair and reasonable and in the interests of the Company and its shareholders as a whole.

To the best of the Directors' knowledge and information, no Director has any material interest in, or otherwise is required to abstain from voting on, the Board resolutions considering and approving the CLOA and the LNTPA and the transactions contemplated thereunder.

INFORMATION ON THE COMPANY AND PARTIES TO THE TRANSACTION

The Company

The Company is a Hong Kong-based investment holding company with investments located in Asia-Pacific. Its principal investments are in consumer food products, telecommunications, infrastructure and natural resources.

PLP

PLP is a company incorporated in Singapore. It is owned as to 70.0% by FPM Power Holdings Limited, with the remaining 30.0% held by Meralco PowerGen Corporation, a wholly-owned subsidiary of Manila Electric Company, a company incorporated in the Philippines and listed on the Philippine Stock Exchange and in which Metro Pacific Investments Corporation, a Philippine affiliate of the Company, has an approximately 47.5% economic interest. The Group has approximately 55.7% economic interest in PLP as at the date of this announcement.

PLP operates one of Singapore's most efficient power plants, housing a 830MW liquified natural gas-fired combined cycle facility, powering businesses and households in Singapore with reliable electricity that meets stringent environmental emission standards. PLP's solar energy projects and investment in waste wood-to-energy facility will further enhance its ability to deliver reliable and sustainable electricity to its customers.

The CCGT Power Project is scheduled to commence operation in January 2029, and will be the largest single J/H-class CCGT plant in Singapore, with capacity of at least 670 MW and the most efficient of its kind. The new CCGT plant is expected to enhance PLP's competitiveness and growth trajectory while providing maximum operational flexibility.

The Contractor

The Contractor comprises a consortium of:

- a reputable original equipment manufacturer of power generation equipment and facilities, Mitsubishi Power Asia Pacific Pte. Ltd., an indirect wholly-owned subsidiary of Mitsubishi Heavy Industries, Ltd., a company listed on the Tokyo, Nagoya, Fukuoka and Sapporo Stock Exchanges; and
- a leading engineering and construction company, Jurong Engineering Limited, majority owned by IHI Corporation, a Japanese engineering corporation listed on the Tokyo Stock Exchange, with a minority interest owned by Mizuho Bank, Ltd.,

both with a strong track record of the design, engineering, supply, procurement, construction, installation, testing and commissioning of CCGT power plants of similar size and nature in Singapore and worldwide.

To the best of the Directors' knowledge, information and belief having made all reasonable enquiries, the Contractor and its ultimate beneficial owners are third parties independent of the Company and its connected persons.

LISTING RULES IMPLICATIONS

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DEFINITIONS

In this announcement, the following terms and expressions have the following meanings, unless the context requires otherwise:

“Board”	the board of Directors of the Company;
“Business Day”	a day on which banks are open for business in Singapore (except a Saturday, Sunday or gazetted public holiday);
“CCGT”	Combined Cycle Gas Turbine;

“CCGT Power Project”	the building of a natural gas and gas oil fired CCGT facility at Meranti, Jurong Island, Singapore;
“CLOA”	the conditional letter of award issued by PLP to the Contractor on 25 March 2025, and accepted by the Contractor on 25 March 2025 for the EPC of the CCGT Power Project;
“Commencement Date”	has the meaning given to it under the paragraph headed “Grant of Award to the Contractor in relation to a Power Project of PLP in Singapore – Expected time for completion” above;
“Company”	First Pacific Company Limited, an exempted company incorporated in Bermuda and having its shares listed on the Stock Exchange;
“Contractor”	the consortium comprising Mitsubishi Power Asia Pacific Pte. Ltd. and Jurong Engineering Limited;
“Director(s)”	the director(s) of the Company;
“EPC”	engineering, procurement and construction;
“Group”	the Company and its subsidiaries and Philippine affiliates, from time to time;
“GST”	goods and services tax or such other tax, duty, levy or imposition payable on a supply under the Goods and Services Tax Act 1993 of Singapore, or any other value added tax of Singapore;
“Guaranteed Completion Date”	has the meaning given to it under the paragraph headed “Grant of Award to the Contractor in relation to a Power Project of PLP in Singapore – Expected time for completion” above;
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong;
“Hong Kong”	the Hong Kong Special Administrative Region of the People’s Republic of China;
“JPY”	Japanese Yen, the lawful currency of Japan;

“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange;
“LNTPA”	the Limited Notice to Proceed Agreement dated 14 March 2025 entered into between PLP and the Contractor in relation to the EPC of the CCGT Power Project;
“LNTP Works”	limited necessary engineering and procurement works including design, engineering, studies and permitting services, and the reservation of manufacturing capacity for certain long lead equipment and materials in relation to the EPC project works for the CCGT Power Project as described in this announcement;
“MW”	megawatt, a unit of electric power equal to one million watts;
“PLP”	PacificLight Power Pte. Ltd., a company incorporated in Singapore, in which the Group has an approximate 55.7% economic interest as at the date of this announcement;
“Practical Completion Date”	the expected date by which the Contractor is to achieve completion of all of the EPC project works under the scope and requirements agreed in accordance with the CLOA;
“S\$”	Singapore dollars, the lawful currency of Singapore;
“Singapore EMA”	the Energy Market Authority of Singapore;
“Stock Exchange”	The Stock Exchange of Hong Kong Limited;
“US\$”	United States dollars, the lawful currency of the United States of America; and
“%”	per cent.

In this announcement, unless stated otherwise, translations of quoted currency values are made on an approximate basis and at the rate of US\$1.00 = S\$1.34 = HK\$7.8 = JPY149. Percentages and figures in billions and millions have been rounded.

By Order of the Board
First Pacific Company Limited
Chiu Wing Man, Fiona
General Counsel and Company Secretary

Hong Kong, 25 March 2025

As at the date of this announcement, the Board comprises the following Directors:

Executive Directors:

Manuel V. Pangilinan, *Managing Director and Chief Executive Officer*

Christopher H. Young

Non-executive Directors:

Anthoni Salim, *Chairman*

Benny S. Santoso

Axton Salim

Independent Non-executive Directors:

Prof. Edward K.Y. Chen, *GBS, CBE, JP*

Margaret Leung Ko May Yee, *SBS, JP*

Philip Fan Yan Hok

Madeleine Lee Suh Shin

Blair Chilton Pickerell