

COUNTRY DRAFT PROJECT INFORMATION MEMORANDUM

PRIVATE-PRIVATE AND PUBLIC PRIVATE FINANCING INITIATIVES

FIRM GREEN POWER, TRANSMISSION AND DATA CENTERS

Integra Clean Energy proposes the formation of the Project Holding Company in the United Kingdom in June 2026, followed by transfer of operations to Luxembourg, as SOPARFI SCA by September 2026. The Project Vehicle in both jurisdictions is allowed for raising of equity and debt for renewable energy projects as direct investments and infrastructure on a direct investment, non-fund basis, with advisory from legal and tax counsels, and with Integra as the Master Technical Adviser in singular or multiple projects in countries. Class A shares are issued to Integra as Founder's shares, Class B to First Equity Call Investors and Class C to Second Equity Call Investors. Class B and C shareholders hold one vote per share. In Board of Director's Meeting, 5 voting shares; Class B Director and Class C Director hold one share each, Integra Directors 3 voting shares. Technical Feasibility. Technical Advisory Decisions shall be based on two independent consultants review, in the event of a tie, a third independent consultant shall be appointed, all consultants to be evaluated for no conflicts of interest. Financial Feasibility. Financial Advisory Decisions shall be based on the same process. The laws of England and Wales, Luxembourg and ICC Paris shall apply, as relevant, on disputes.

Investment Attraction

Foreign Direct Investment (FDI)

The founder of Integra wrote European Business Sourcebook, Foreign Direct Investments (FDI) in East and West Europe, published by the International Thomson Business Press. The founder recommends a minimum equity investment of 5% of the total investment cost (TIC) of projects proposed from bona-fide local investors, equivalent to 16.67 % project equity based on 30:70 equity debt capital structure, to attract FDI if the country does not have local capital to finance majority equity interest in the projects. For Public-Private-Partnerships and Private-Private Partnerships, the Public or Private Partner assumes an Owner's or Deferred Owner's Role which may include minority equity participation in the Transaction Vehicle.

Foreign Investors (FI)

International Investors can invest in country projects if local Investors, local companies or the Government's Treasury do not invest with minority or majority interest in these projects.

Local Direct Investment (LDI)

Integra welcomes Local Investors and the Government's Treasury to invest with minority or majority interest in the projects.

In this Draft PIM, the numeric values for spaces that are underlined in relevant sections are provided in the covering email.

Core Parameter Key Investment Specifications & Targets

Management	Integra Clean Energy Consortium Michael See, experience: UNFCCC, Springer Science, Thomson Financial Adam Parkin, experience: Edmond de Rothschild, Foreign & Colonial, AMEX Lorenz Chenaux, experience: UBS Clean Energy Infrastructure Switzerland Chris Walker, experience: Swiss Reinsurance, WBCSD, Ernst & Young Patrick O'Brien, experience: Nomura International, London Capital Group David Burbidge, experience: Stanwell Corp, Rolls Royce Industrial Power The Country Management Team shall comprise of bona-fide local members based on their technical, financial, management, operational and ESG skills, subject to evaluation of conflicts of interest
Key Audience Investors Stakeholders	• Well-Informed and Professional Private Investors • Sovereign Investors and Sovereign-linked Companies • Qualifying Companies to purchase power from Projects • Big Tech Firms and Compute Factory Manufacturing Plants

	• Strategic Investors seeking stable returns from Renewable Energy
Asset Lifespan & Yield	60-year asset target; 15% Leveraged Equity IRR in USD terms
Issuance & Deadline	Issued: 14 June 2026 First Tranche Closing Gateway: 30 June 2026
Capital Structure	30:70 Equity-to-Debt project finance ratio Nominal share: \$ 1,000 per share.
Funding Timeline	First Call: June 2026 (Class B Shares) Second Call: June 2028 (Class C Shares) Class B: \$ 900 per share. Class C: Premium per share for wind and pump hydro turkey nests base rock integrity and water management to FID. For solar and pump hydro projects, capital raising for ground and potential float solar assets.
Target First Equity Call	15% of Total Investment Cost (TIC), covers Project Origination and IP, Legal expenses, Management and Hold Co in London for accelerated equity raising and their establishment in Luxembourg, and development to Project Phase 3, Solar, Wind and Hydro Base Rock and Resource Evaluation. Target Second Equity Call in June 2028 for wind power foundation and pump hydro turkey nests base rock integrity evaluation to FID. The equity calls for data centre and compute factory facilities are held concurrently with the renewable energy equity calls.
Project Indexation	All stated USD TIC metrics are subject to standard 3% annual inflation indexation compounding from the base year.
	Subject to checks on Conflicts of Interest in the Project Country:
Shortlisted Service Providers	Bank: ABN Amro, BNP Paribas, BNY Mellon, Deutsche Bank, Morgan Stanley, Societe Generale EPC: Bouygues, Eiffage, Enercon, GE, Siemens, Strabag, Vestas, Vinci, Voith, We Build Equip: First Solar, GE, Q-cells, Siemens, Voith, We Build Legal: Baker McKenzie, Clifford Chance, Freshfields, Linklaters, Norton Rose
PPP Structure Options	To be discussed separately with the Client: Design-Build-Operate; PPP: O&M; PPP: Build-Operate-Transfer; PPP: Build-Own-Operate-Transfer; PPP: Build-Own-Operate. The Parties to these transactions shall execute the relevant PPP Contract for the financing of each Project. A Party may act as an Investor as well as an Off-Taker to expect a benefit from both positions. The Investment and Off-Taker positions are available to the Government and Private Investors.
Transmission	Project TIC includes Generation and Transmission to Designated City. Sovereign-Integra Co-Investment in Transmission can be discussed, subject to compliance to National Transmission Acts. Majority ownership to Sovereign Transmission Owner and Operator can be discussed. Integra proposes European G7 Tier 1 Transmission Company and Australian Tier 1 Transmission Company to advise or participate in construction and regulation of the Project's Transmission Line.
Workforce	Target 90% of local workforce for construction. Job Training provided by EPC.
ESG	10%-20% of Annual Net Profits allocated to ESG subject to maintenance of 15% IRR equity leveraged to Investors.
Generation TIC	5%-10% of Total TIC, subject to country conditions, engineering and terrain.
Forecast Generation Pricing	Forecast Levelized Cost of Energy (LCOE), Generation, based on preliminary project design, logic, and AI software modelling: US _____ c/kWh. This value is provided in Integra's Cover Email to the Client/Investor.

SUBSCRIPTION AGREEMENT

Instructions: The Client is requested to complete the Subscription Agreement. Integra Clean Energy Consortium shall complete the share allocation upon receiving the Subscription Agreement.

The Default Value of the Target Total Investment Cost (TIC) in USD for the Green Power Project in a Project Country in the Subscription Agreement and Shareholders Agreement is provided in the Cover Email by Integra.

The TIC may be reduced by 50% or 25%, subject to Demand in 2032 in the Project Country.
The TIC may be revised to any value allocated by the Energy Authority of the Project Country.
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The TIC may be revised to any value allocated by the Energy Authority of the Project Country.
The Final TIC shall be based on the revised TIC that the Energy Authority in the Project Country that it agrees for investment.

The Default Value for Megawatts is provided in Integra's Cover Email to the Investor/Stakeholder

The Percentage of Equity of the Default TIC for the First Equity Call the Investor/Stakeholder wishes to invest shall be provided by him in the Project Component Matrix.

The Number of Shares to be allocated to the Investor/Stakeholder shall be calculated by Integra and advised to the Investor/Stakeholder.

Project Component Matrix

Project Component	Technical Architecture & Cost Targets	Share Allocation & Pricing	Equity Request: % of TIC to be subscribed as B shares (up to 15% of TIC)
Green Power	_____ MW Hybrid Wind Solar Pump Hydro/Solar Pump Hydro. - TIC: USD _____ m.	Class B (Call 1): Shares @ \$900 (10% disc.)	_____ %
AI Data Centre	100 MW AI Data Centre - Liquid cooling with 85% IT Upgrade layout. - TIC: USD 1.25 bn.	Class B (Call 1): Shares @ \$900 (10% disc.)	_____ %

FIRST EQUITY CALL: Shares to be Subscribed

SECTION 1: GREEN POWER

Class B Preferred Shares at \$900 / Share

No. of Shares to be Subscribed (To be completed by Integra): _____

Total Commitment: USD \$ _____

SECTION 2: AI DATA CENTER

Class B Preferred Shares at \$900 / Share

No. of Shares to be Subscribed (To be completed by Integra): _____

Total Commitment: USD \$ _____

SHAREHOLDERS AGREEMENT (SHA)

The Subscriber explicitly acknowledges, accepts, and binds themselves to the following foundational framework conditions of the final project Shareholders Agreement (SHA):

1. Absolute Priority on Profits (Investor 15% Safety Floor)

The project allocates 10%-20% of net profits to ESG community initiatives. However, investor's 15% USD leveraged equity return takes absolute financial priority. If project returns drop below 15% in any year, all ESG funding is legally frozen immediately. ESG programs will only receive funding after the investor has been paid his full 15% return, verified by a Big Four audit.

2. Early-Bird Bonus Protection (Class B vs. Class C Shares)

As a Class B investor coming in before 17 July 2026, investor holds a strict right of first refusal to buy new shares to maintain your ownership percentage. When the second funding call occurs in June 2028, new investors (Class C) pay a higher premium price per share. This rewards Class B investors

their early commitment and protects their share value from dilution.

3. Power Grid & Sovereign Safeguards (The Transmission Line)

The project cost explicitly includes building the main transmission grid line directly to the Designated City. To comply with National Transmission Law and Acts, majority ownership of the grid line can be covenanted to the Sovereign State Transmission Owner or Approved Owner and Operator. A Tier 1 European G7 transmission company and a Tier 1 Australian transmission company are written into the SHA to manage and advise on the grid buildout and regulation. An option for co-investing by the Sovereign State in the transmission line is available

4. Bank-Grade Escrow & Legal Protection

Investor's capital is held securely in London and only transfers to Luxembourg once specific milestones are hit (such as the verified setup of the local SPV company by September 2026). The SHA is strictly governed by Luxembourg Law. All corporate or construction disputes are completely insulated from local project-country courts and will be settled via binding international arbitration in Paris.

Execution & Acceptance Commitment: The Subscriber hereby confirms detailed review of the formal terms and covenants above. The Subscriber agrees to fully execute and return the final Shareholders Agreement to Integra Clean Energy Consortium on or before 17 July 2026.

Exemplary Data Centre Specific Costs subject to economies of scale for production

100 MW, 85% IT Power Upgrade, Traditional Data Centre
Closed Loop Liquid Cooling, Fuel Cell, USD 1.25 bn
100 MW, 90% IT Power Upgrade, Data Centre Compute Factory Manufacturing Plant
Closed Loop Liquid Cooling, Fuel Cell: USD 1.325 bn

50 MW, 85% IT Power Upgrade, Traditional Data Centre
Closed Loop Liquid Cooling, Fuel Cell, USD 625 m
50 MW, 90% IT Power Upgrade, Data Centre Compute Factory Manufacturing Plant
Closed Loop Liquid Cooling, Fuel Cell: USD 663 m

10 MW, 85% IT Power Upgrade, Traditional Data Centre
Closed Loop Liquid Cooling, Fuel Cell, USD 125 m
10 MW, 90% IT Power Upgrade, Data Centre Compute Factory Manufacturing Plant
Closed Loop Liquid Cooling, Fuel Cell: USD 132 m

MASTER GANTT CHART TIMELINE: RENEWABLE ENERGY AND DATA CENTRE ASSETS

#	Project Phase / Task Name	Start Date	End Date	Strategic Comment
1	First Equity Call: 15% TIC Class B shares	July 2026	July 2026	Kick-off funding milestone. First Equity Call covers Project Origination and IP, Development to Project Phase 3, Solar, Wind/Hydro Base Rock and Resource Evaluation.
2	Master & Local SPV Setup (Funded by Class B shares)	Aug 2026	Sept 2026	Initial legal entity creation.
3	Solar, Wind/Hydro Base Rock and Resource Evaluation	July 2026	June 2029	Long-lead resource feasibility study. Solar evaluation to be completed by June 2027
4	Second Equity Call (Funded by Class C shares)	June 2028	June 2028	Class C shares will issue at a premium to Class B shares to compensate for the early-stage delivery risks assumed by Class B shareholders.

Solar Fast-Track 5 Construction & Interconnection	July 2027	June 2028	One-year fast-track build-out phase.
AI Data Centre and AI 6 Compute Factory Non-IT EPC	July 2027	June 2032	Primary facility infrastructure construction.
FID & Turbine Order / 7 Port-to-Site Transit Logistics	June 2029	June 2031	Equipment procurement window.
Heavy Civil, Pumped 8 Hydro & Wind Farm EPC (70% Debt)	June 2029	June 2032	Major debt-financed civil works.
Final Transmission 9 Integration & Hybrid Grid Testing	June 2032	June 2032	Pre-commissioning final gateway.

30 YEAR AND 60 YEARS INVESTORS TERMS

The 60-year investors shall be the senior investors, and the 30-year investors, subordinate investors in the Project. Parts of the revenue from year 25 attributable to 60-year investors shall be utilized to finance the repowering of the project assets, and any efficiency gains compared to the degradation curve of the assets to 30-year investors in revenue terms shall be clawed back to 60-year investors. The transfer of 30-year investors' shares shall be permitted provided they are offered to the 60-year investors initially, before transfer to external investors subject to approval by the Board of Directors. Investors shall not transfer any of their shares until two years after the commercial operational date of the project, or the repowered project. Investors are required to hold their shares for a minimum of 15 years after COD, after which internal share transfers may be authorised by the Board of Directors.

RENEWABLE ENERGY AND TRANSMISSION, NON-SHARE BASIS

Direct Investors which invest by singular or co-investments for the Project without share participation, subscription or shareholders agreement, shall be responsible for capital financing to cover the Total Investment Cost (TIC) of the project for project origination and IP, development to FID, construction and commissioning. Capital drawdowns shall be made to cover TIC for the duration of the project. The Investor shall be required to provide capital for Project Phases 1-9 as shown in the Master Gantt Chart, without participating as a project equity subscriber or shareholder in the Project.

RENEWABLE ENERGY AND TRANSMISSION, SHARE AND NON-SHARE BASIS

This is not recommended as it presents conflicts of interest to the two parties. Renewable energy and transmission investors must choose either equity or non-equity project investment.

PARAMETRIC INSURANCE

Integra offers Parametric Insurance to Data Centres, Industrial Manufacturing and Process Plants, Critical Infrastructure and Facilities that require 24/7 electricity in countries where such insurance is available for these assets. If a project country does not have a mature local parametric insurance market, the policy will be underwritten and issued through the London or Luxembourg international reinsurance markets (via syndicates like Lloyd's of London).

ANCILLARY POWER PURCHASE AGREEMENT

Integra shall contract with Conventional Hydro Power companies, qualified biomass power companies supplying zero-carbon biogenic electricity, geothermal companies, and other renewable energy firm power companies with Call Options to purchase green power in the event of force majeure, in addition to offering parametric insurance to end-consumers with 24/7 power requirement. This risk is mitigated by Option Calls underwritten by large Power Traders and not Parametric Insurance.

POWER PURCHASE AGREEMENT (PPA) OPTION (Term Window: June 2032 – June 2062)

Request Offtake Allocation Under PPA Option:

No. of Power MW to purchase annual output: _____

Bid PPA price in US cents/kWh: _____

Allocation conditions: Executed PPA capacity remains strictly subject to a non-refundable capacity reservation fee or an operational Letter of Credit (LC) upon allocation confirmation.

PUBLIC-PRIVATE-PARTNERSHIP: BUILD-OWN-OPERATE-TRANSFER OPTION

Firm Green Power Output, MW	A
Concession	
Phase 1	2032-2062
Developer's PPA proposal, US c/kwh	B
Phase 2, Repowered Phase	2062-2092
As applicable	
Phase 1	
Govt Minority Cash Equity, TIC %	C
Govt Land Provision, TIC %	D
Govt Valuation of Land Offered, USD	E
Phase 2	
PPA proposal by Developer, US c/kwh	F
Govt Minority Cash Equity, TIC %	G
Govt Land Provision, TIC %	H
Govt Valuation of Land Offered, USD	I

Transmission

Government may build and own 100% of Transmission Line/Network (Non-PPP)

Transmission PPP Scenario

Firm MW	J
Developer's T. proposal, US c/kWh	K
kV, HV or AC	L
Length of Transmission Line, km	M
Cost of Total Trans. Network, USD	N
Cost of Trans. Step-Down S/S, USD	O
Overhead or Underground	P
As applicable	
Phase 1	
Govt Minority Cash Equity, TIC %	Q
Govt Land Provision, TIC %	R
Govt Valuation of Land Offered, USD	S
Phase 2	
Govt Minority Cash Equity, TIC %	T
Govt Land Provision, TIC %	U
Govt Valuation of Land Offered, USD	V

Draft BOOT Agreement available on request

Developer and Government (as applicable) shall be responsible for decommissioning costs

DATA CENTER AND COMPUTE FACTORY FACILITY, SHARE BASIS

Investors shall provide capital at Project Phases 1, 4 and 6 shown in the Master Gantt Chart. Capital from the First Equity Call (Phase 1 Class B shares) will fund early engineering and ground breaking of the Data Centre Facility in Phase 6. The Second Equity Call (Phase 4 Class C shares) is strategically timed for June 2028 to inject the heavy construction capital that is required to finalize the high-density compute infrastructure.

DATA CENTER AND COMPUTE FACTORY FACILITY, SHARE AND NON-SHARE BASIS

This is not recommended as it presents conflicts of interest to the two parties.

BIOENERGY POWER AND HEAT PROJECTS

Integra shall include investment opportunities in Biomass Direct Combustion Power and Heat Projects based on Agricultural Waste produced in the Agricultural Compound, electricity and steam consumed for agricultural processing activities, and surplus power and steam exported to customers. The Target IRR equity leveraged is 15%. Integra shall create a Project Investment Memorandum for this Initiative from July-August 2026 and welcomes Project Proposals for 10 MW and 20 tons per hour, Biomass CHP projects from prospective Project Developers from developed and developing countries. Three models are proposed for Private and Government Clients: Integra Designs, Builds and Hands Over Plant to the Client; Integra Designs the Plant, partners Local Developer to Build the Plant, and sells power and steam to the Client over a concessional period; the third model replicates second, Integra Hands Over the Plant to the Client after the concessional period.

Integra shall form a JV with the Local Project Developer.

Developer and Project Data required

Target IRR equity leveraged, 30 years, 15%

Name of Developer	A
Power Only, Installed MW	B
Power Only, Internal and Process, MW	C
Power Only, Net Export to Grid, MW	D
Power and Heat, Steam production in Tons/hour	E
Power and Heat, Steam consumed by Mill, Tons/hour	F
Power and Heat, Steam for export, Tons/hour	G
EPC Contractor: only G7 contractors acceptable	H
OEM country of origin: only G7 countries acceptable	I
Local content requirement, equipment, components, %	J
Local national workforce requirement, %	K
Biomass source	L
Moisture content, %	M
Lower Heat Value, MJ/kg	N
Higher Heat Value, MJ/kg	O
GHG audit, CO ₂ e/ton, plantation to power plant gate	P
Auxiliary Fossil Fuels burnt inside the Plant, tons/year	Q
Name of GHG auditor	R
Total Carbon Leakage, plantation-chimney, CO ₂ e/y	S
Cost of Biomass per ton, including inherent moisture	T
Total Investment Cost, USD m	U
Operational & Maintenance Cost per year, USD m	V
Power only, LCOE Generation, US c/kWh	W
PPA, 30y, fixed, variable, adjust. schedule, US c/kWh	X
Heat only, LCOH, USD/MMBTU	Y
HPA, 30y, fixed, variable, adjust. schedule, US tons/h	Z
Annual Maintenance, Hours per year	AA
Plant Physical Assets degradation per year, %	BB
Name of Power Authority, Heat Authority	CC
Feedstock Supply Security, Moisture check	DD
CHONS Analysis	EE
Ash and Alkaline Content Impact on Boiler Tubes	FF
IFC Environmental Social or National Standards	GG
Water Supply and RO Costs, USD/year	HH
Decommissioning Cost in Year 30, USD m	II
Local Legal Counsel	JJ
Independent GHG Life Cycle Analysis Consultant	KK
Independent Land Acquisition Consultant	LL
Tax Treaties, provide list of reciprocal countries	MM

The project shall be financed either on a Share Basis or Non-Share basis.

LAND ACQUISITION

The acquisition or lease of private or semi-state-private land by indigenous communities and rightful owners or co-owners, and their fair compensation, shall be governed by the rules and regulations of the respective national statutory laws, CESC, ICSID, ISDS, OHCHR, PCA, UNCITRAL, UNDRIP, UN-Habitat, UNPFII, and as applicable, regional courts in Africa, Europe and South America.

LEGAL, GOVERNANCE & TRANSLOCATIONAL SAFEGUARDS, TIME-LINE

Safeguard Layer
Operational Mechanism & Jurisdictions

Onboarding Location and Time-Line

Embassy, High Commission, or Consulate of the Country in London on or before 30 June 2026, or at QEII Conference Centre (subject to availability) with invitation to the Country's Diplomatic Mission or its Ambassador. Onboarding may be extended to 17 July 2026.

Localization & Ownership

Country investors hold 51% pref. option; G7 investors serve as backstop up to a 51% ceiling.

Escrow Routing

Tranche 1: London (June 2026) → Transfer to Luxembourg.

Legal Jurisdictions and Dispute Resolution

Corporate infrastructure and share parameters are governed by **Luxembourg Law**, project financing and commercial escrow mechanics by **English Law**, and all operational or contractual disputes are settled via binding **ICC Arbitration in Paris**

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Govt Land Provision, TIC %	R
Govt Valuation of Land Offered, USD	S
Phase 2	
Govt Minority Cash Equity, TIC %	T
Govt Land Provision, TIC %	U
Govt Valuation of Land Offered, USD	V

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EARTH CLIMATE FUND AND EARTH CLIMATE BANK

21 October 2022 and 5 December 2022: International Conference Calls sponsored by Integra.

Two inaugural conference calls to discuss a proposed global climate fund, global climate bank, and global co-investment and direct investment facilities were attended by guests from more than twenty countries by government departments, private firms, banks and international organizations.

Integra seeks to revive the 2022 efforts in 2026.

Up to US\$ 10 billion for the Earth Climate Fund through ordinary share issues.

Up to US\$ 10 billion for the Earth Climate Bank through share issues.

While Integra has mapped out a long-term global pipeline across 149 countries, Phase 1 of the Earth Climate Fund will strictly target initial nations, utilizing the US\$ 10 billion allocation to establish proof-of-concept before expanding capital calls for subsequent phases.

Members of the United Nations including observer states, WTO and World Bank are eligible for membership of the two initiatives.

Capital will be allocated dynamically based on individual country feasibility studies, focusing initially on a select group of Phase 1 target nations.

In addition to qualified private sector organizations, Integra intends to invite public sector entities, sovereign wealth funds, and national utilities from participating countries to join as founding anchor partners through structured sovereign co-investment facilities.

ENVIRONMENTAL, SOCIAL AND GOVERNANCE (ESG)

Integra shall embed rigorous ESG frameworks into the entire lifecycle of each deployment. Project development shall feature dedicated community benefit agreements that may be funded by project revenues, focusing on three core areas:

Environmental Preservation and Adaptation: Designing all projects to safeguard natural habitats, integrating localized early warning systems for climate impacts, and for supporting community-led planning for alternative croplands and livestock management in areas or regions facing changing precipitation or saline intrusion.

Social and Economic Empowerment: Prioritizing local economic development with specific focus on indigenous communities, promoting youth climate leadership, women's economic empowerment by targeted supply chain inclusion and clean energy job training.

Community Health and Resiliency: Implementing localized environmental health measures; such as clean air initiatives around project zones for expectant mothers and infants, to ensure infrastructure development actively improves community well-being.

INVESTOR/STAKEHOLDER ACKNOWLEDGMENT

The undersigned Investor/Stakeholder acknowledges the receipt of this Draft Project Information Memorandum. The acknowledgement constitutes a non-binding expression of interest to explore participation in projects covered in the Memorandum.

Authorized Signature: _____
Execution Date: _____, 2026

CORPORATE CONTACT DIRECTORY

Executive Management

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Registries & Corridors

London and Luxembourg

Disclaimer & Forward-Looking Statements: The Forecast LCOE stated herein is a non-binding indicative projection derived from preliminary project design, logic, and AI software modelling. Stated capital costs utilize an industry-standard compounding baseline indexation protecting raw materials from fiscal volatility. Actual LCOE metrics may vary based on final EPC contracting, regional localized input factors, and macro-environmental shifts. This draft document is for information purposes only and does not constitute a formal solicitation or a binding offer to sell securities.