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**22 February 2021**

**Coro Energy plc**

("Coro Energy", "Coro" or the "Company")

**Acquisition of Global Energy Partnership Limited**

**Proposed Placing to raise a minimum of £3 million by way of an accelerated bookbuild**

**Open Offer of up to £0.5 million**

**Proposed Directorate Change**

Coro Energy plc, the South East Asian energy company focused on supporting the regional transition to a low carbon economy, announces that it has entered into a conditional agreement to acquire Global Energy Partnership Limited ("GEPL"). Founded in the UK in 2019, GEPL is an originator and developer of renewable energy projects in South East Asia.

The Company also announces a proposed placing to raise gross proceeds of not less than £3 million.

## Summary:

- Acquisition of GEPL, an originator and developer of renewable energy projects in South East Asia, represents the next step in Coro Energy's strategic objective of building a regionally focused, low carbon transitional energy company.
- Since inception, GEPL has screened over 25 GW of renewable energy projects and has identified a short list of priority pipeline projects for investment across the Philippines, Vietnam and Indonesia, with an initial focus on the Philippines.
- Acquisition consideration to be settled through the issue of 142,500,000 new Ordinary Shares in the Company on Completion.
- GEPL co-founder Mark Hood to join the Coro Board as Chief Executive Officer on completion of the Acquisition.
- Proposed Placing, by way of an accelerated bookbuild, to raise gross proceeds of a minimum of £3 million to provide sufficient financial resources to fund the Enlarged Group and its asset base through to Q2 2022 whilst also seeking to restructure the Company's existing debt and conclude a divestment of the Company's non-core Italian assets during 2021.
- Existing qualifying Coro Shareholders to be provided with the ability to participate in an open offer of new Ordinary Shares at the Placing Price to raise additional gross proceeds of up to £0.5 million. A further announcement in this regard will be made in due course.

## James Parsons, Chairman of Coro Energy, commented:

*"We are delighted to announce the proposed acquisition of GEPL as the next step in our strategic evolution towards becoming a regionally focused, low carbon energy company. The combination of the acquisition and the proposed placing will provide the Company with an enviable renewable energy project pipeline and capital to deploy across both renewables and our underpinning Indonesian gas asset. GEPL's project pipeline and its executive team perfectly complement both Coro's South East Asian gas assets and our Ion Ventures interest announced last year and I believe that the combined businesses will deliver enhanced value for all stakeholders. I look forward to welcoming Mark Hood to the Board."*

## The Acquisition

Founded in the UK in 2019, GEPL is an originator and developer of

renewable energy projects in South East Asia. Since inception, GEPL has screened over 25 GW of renewable energy projects and has identified a short list of priority pipeline projects for investment across the Philippines, Vietnam and Indonesia, with an initial focus on the Philippines.

The Acquisition is the next step toward the Company's strategic objective of building a regionally focused, low carbon transitional energy company through the acquisition of a focussed originator and developer of early-stage renewable energy projects. GEPL seeks to develop projects through planning and permitting phases to 'ready to build' status, with a view to attracting external construction capital at that stage and retaining both a carried interest in the project and responsibility for asset management through construction and operation.

For the financial period ended 31 January 2021, pre-revenue GEPL incurred a net loss after tax of £300 with net liabilities of £2,600.

A short interview with GEPL co-founder Mark Hood will shortly be available on the Coro website: <https://www.coroenergypc.com/investors/presentations/>.

### **Proposed Placing**

The Group also announces a proposed conditional placing to raise minimum gross proceeds of not less than £3 million through the issue of new Ordinary Shares of 0.1 pence each (the "**Placing Shares**") at 0.4 pence per share (the "**Placing Price**") to new and existing investors (the "**Placing**").

The Placing will be conducted by way of an accelerated bookbuild process which will be launched immediately following this Announcement, in accordance with the terms and conditions set out in the Appendix to this Announcement. Tennyson Securities and Gneiss Energy are acting as bookrunners in connection with the Placing.

The Acquisition and the Placing are inter conditional and, with the Company not having sufficient existing share issuance authorities to issue the Consideration Shares and the Placing Shares (together the "**New Ordinary Shares**") in connection with the Proposals, are conditional on, inter alia, the passing of the Resolutions at the General Meeting to provide the Directors with sufficient authority to issue the New Ordinary Shares.

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## **Background to, and reasons for, the Proposals**

The first half of 2020 saw unprecedented challenges for junior exploration and production companies, with the COVID-19 pandemic and other factors causing a significant and rapid fall in oil prices. In response to this turbulence, the Board reacted swiftly to preserve the Company's cash reserves, undertaking a material cost reduction exercise aimed at lowering annualised general and administrative expenses by \$2.3 million. This included the termination by the Company of Coro's former Chief Executive Officer and the acceptance by the Board of the former Chief Financial Officer's resignation, who stepped into a Non-Executive Director role.

The Directors continue to strongly believe in the potential of South East Asian energy markets where primary energy demand is forecast to continue increasing and where coal retains a significant role in electricity generation. The expected reduction in coal's share of the energy mix in these growth markets, to be replaced by gas and cleaner renewable sources, remains a key driver of the Company's strategy.

Against this backdrop of growth in primary energy demand, a transition to cleaner energy, and the prevailing market conditions, the Company's decision to no longer pursue a purely hydrocarbon-focussed South East Asian energy strategy resulted in the Company initiating a revised strategy centred on building a low carbon energy business, incorporating renewables and other clean technologies such as energy storage to support the electricity grid and underpinned by a material interest in a regional gas asset. The Company's 15% interest in the Duyung PSC, which contains the 495 Bcf 2C Mako gas field (gross, full field), provides an excellent platform for this strategy of renewed growth in South East Asia, with gas expected to continue to play a significant role in the energy transition as a lower carbon alternative to coal.

As has been previously reported by the Company, Coro's portfolio of Italian hydrocarbon assets remains non-core to the future development of the Group. As a result, the divestment of this non-core portfolio remains a strategic objective for the Board in 2021.

As a result of the successful cost reduction exercise undertaken in Q2 2020, the Group was able to begin implementing its new strategy by

financing the acquisition of a 20.3% shareholding in ion Ventures with available existing cash resources. ion Ventures is a South East Asian and UK focused developer of clean energy projects, including renewables and battery storage. This acquisition met several objectives, including providing Coro with immediate access to ion's project pipeline in South East Asia, with a right of first refusal to invest in these projects directly, and alignment with a team of regional experts who possess a depth of knowledge in the clean energy space.

As well as funding the acquisition of ion, prudent management of the Company's cost base now means that the Company would be able to meet its next Eurobond coupon payment of \$0.6 million due in April 2021 from existing resources. However, given the Group faces a cash shortfall shortly thereafter, the Board has remained focused on delivering a strategic fundraising in order to support its continued move into low carbon opportunities and see the Group through the next phase of its operations. The Board also recognises the need to restructure the Company's debt obligations in due course, with the €22.5 million Eurobond currently scheduled to mature in April 2022. Discussions in this regard will also be a Company priority during 2021.

Having reviewed a number of strategic opportunities in the clean energy sector, the Directors are confident that the Proposals meet a number of key objectives, securing for Coro and its Shareholders:

- GEPL's pipeline of renewable energy projects in South East Asia, with an initial focus on the Philippines;
- An executive team with a proven record of originating and executing energy projects, with GEPL co-founder, Mark Hood, to join the Coro Board as Chief Executive Officer on completion of the Acquisition;
- A complementary acquisition to the Company's interest in ion, with the opportunity for co-development; and
- Sufficient financial resources to fund the Enlarged Group and its asset base through to Q2 2022 whilst also seeking to restructure the Company's existing debt and conclude a disposal of the Company's Italian Assets during 2021.

### **About GEPL**

GEPL was founded in the UK in 2019 and is an originator and developer of renewable energy projects in South East Asia. Since inception, GEPL has screened over 25 GW of renewable energy projects and has identified a short list of priority pipeline projects for investment across the Philippines, Vietnam and Indonesia.

GEPL is focussed on originating and developing early-stage renewable energy projects through planning and permitting phases to 'ready to

build' status, with a view to attracting external construction capital at that stage and retaining both a carried interest in the project and responsibility for asset management through construction and operation.

GEPL's initial focus is on two Filipino projects, a 100 MW ground mounted solar opportunity and 100 MW onshore wind opportunity. Whilst these projects are still early stage and GEPL is in the process of formalising its intended rights in relation to its pipeline projects, GEPL has internally evaluated the technical and commercial feasibility of these initial projects and now requires funding, which the net proceeds of the Placing will provide, to capitalise project specific special purpose vehicles for the two initial projects together with appropriate local partners, and to seek to secure energy service contracts, a key stage in the project planning and permitting process.

The Directors believe that the Philippines represents an attractive geography for investment in renewable energy due to its strong economic growth and strategic objective to improve energy security and independence, reducing reliance on imported fossil fuels. This has led to what the Company believes to be a favourable investment climate, including:

- Transparent legislation which is supportive of renewable energy development;
- State investment in the electricity grid to increase capacity and reliability;
- Attractive terms for power purchase agreements which are subsidy free; and
- Tax holidays for qualifying renewable projects.

Filipino legislation regulates foreign investment in natural resource projects, and the Company intends to work with its local partners to adopt appropriate investment structures that protect the Company's investment interests while complying with local legislation.

### **Details of the Proposed Placing and Use of Proceeds**

The Company is proposing to raise minimum gross proceeds of £3 million through the issue of the Placing Shares at the Placing Price. The net proceeds of the Placing will, if completed and together with the Group's cash on hand of £1.1 million at 31 January 2021 (unaudited), provide the Enlarged Group with sufficient funds to develop its pipeline of renewable energy projects and provide financial resources for the Company to seek to undertake a restructuring of its Eurobond obligations and to conclude a divestment of the Company's Italian Assets during 2021. The Group will also have sufficient funds to meet ongoing Duyung PSC expenses potentially through to a Final Investment Decision by mid-2022 and the Company will be engaging with the operator of the Duyung PSC regarding potential corporate and funding solutions for the Duyung project ahead of Final Investment Decision.

With existing cash reserves and the net proceeds from the Placing, assuming the completion of a disposal of the Company's Italian Assets during 2021 and adopting a conservative set of assumptions, the Group is expected to be fully funded until Q2 2022.

The Placing will be conducted by way of an accelerated bookbuild process ("**Bookbuild**") which will be launched immediately following this Announcement, in accordance with the terms and conditions set out in the Appendix to this Announcement. Tennyson Securities and Gneiss Energy are acting as Joint Bookrunners in connection with the Placing and, as part of their fees in respect of the Placing, will receive warrants to subscribe for 5% of the number of Placing Shares at the Placing Price exercisable for a period of three years from Admission. The timing of the closing of the Bookbuild, the final number and allocation of Placing Shares will be determined at the discretion of the Company, Tennyson Securities and Gneiss Energy. The Placing is not being underwritten.

The Bookrunners reserve the right, by agreement with the Company, to increase the size of the Placing to accommodate additional demand.

A further announcement will be made following closing of the Placing, confirming the final details of the transaction.

The Placing Price represents a discount to the closing price of 0.575 pence per Existing Ordinary Share on 19 February 2021.

The issue of the New Ordinary Shares pursuant to the Proposals is conditional, inter alia, on the granting by shareholders of authorities to the Directors to dis-apply the pre-emption rights contained within the Articles and admission of the New Ordinary Shares to trading on AIM becoming effective. If Shareholders do not pass the Resolutions, the issue of the New Ordinary Shares will not proceed and neither the Acquisition nor the Placing will complete.

### **Open Offer**

In recognition of the continuing support from long-term Shareholders, the Company also announces that it is providing existing qualifying shareholders with the opportunity to participate in an open offer of new Ordinary Shares in the Company at the Placing Price to raise additional gross proceeds of up to approximately £0.5 million (the "Open Offer"). The Open Offer will be made pursuant to the terms and conditions to be set out in a circular to be sent to Shareholders on or around 26 February 2021.

### **Directorate Change**

To ensure that the Company has a fully staffed executive team, and that the Board continues to have the necessary blend of skills and experience to drive the Group's strategy forward following the Acquisition, GEPL co-founder Mark Hood will, with effect from Completion, be appointed as an

Executive Director of the Company in the position of Chief Executive Officer.

Mark has over 20 years' experience in utility scale energy projects at all stages of development, having previously delivered projects for BP and Cairn Energy. He has extensive experience rejuvenating organisations and expertise in delivering value through project delivery. Mark is a Qualified Project Manager with PMP and MSc in Project Management.

Mr Hood will enter into a service agreement with the Company, setting out the terms of his appointment as the Company's Chief Executive Officer, on and with effect from Completion. Subject to 3 months' notice by either party, the agreement provides for an annual salary of £150,000 (which is to be reviewed each year) and 25 days paid holiday (plus the usual public holidays in England and Wales). In addition, Mr Hood is also eligible for a discretionary bonus and will, following appointment, be issued with 37,500,000 options to subscribe for new Ordinary Shares in the Company at 0.1p per Ordinary Share subject to customary performance and vesting criteria to be set out in a Company Long Term Incentive Plan ("LTIP"). A further announcement in respect of awards of options will be made in due course.

To facilitate a smooth transition for the incoming executives and ensure the Company can deliver on its short-term strategic priorities, the Company's nominations committee has requested, and James Parsons has agreed, that, as the Company's Non-Executive Chairman, James Parsons will continue to provide support to the Company's executive management functions where required and appropriate to do so.

In addition to his appointment to the Coro Board with effect from Completion, Mark Glen Hood, aged 47, holds or has held the following directorships or partnerships in the past five years.

***Current***

Global Energy Partnership Limited  
Energy PTS Limited

***Previous***

Hermera Group Limited  
Shape Living Group Limited  
MPrime Energy UK Limited

Mr Hood does not currently hold any Existing Ordinary Shares and there are no further disclosures to be made pursuant to Schedule 2 paragraph (g) of the AIM Rules.

**Acquisition SPA**

Pursuant to the SPA the Company will acquire the entire issued share capital of GEPL in exchange for the issue of the Consideration Shares to the Vendors on Completion. At the Placing Price the Consideration Shares have an implied value of approximately £0.6 million.

Completion is conditional on the following having been satisfied:

- The Placing raising gross proceeds of not less than £3 million;



- Approval by the Shareholders of the Resolutions, being those necessary to permit the issue of the Consideration Shares and completion of the Placing; and
- The Placing becoming unconditional, save for any condition relating to completion under the SPA and admission to trading on AIM of the Consideration Shares and the Placing Shares.

The SPA will be terminated automatically if the conditions are not satisfied on or before 31 March 2021 (or such other date as the Company and the Vendors agree). The SPA may also be terminated by the Company in the event that the Vendors' completion obligations are not met or waived, or the Vendors notify the Company before Completion of a breach of a warranty under the SPA.

In their capacity as Shareholders from Completion, under the SPA the Vendors are committed not to dispose of the Consideration Shares for 18 months from the date of Completion or use the Consideration Shares to vote against the reappointment of any of the existing directors or any Eurobond debt restructure which has been approved by the directors of the Company.

The SPA and related documentation contain certain warranties, undertakings and tax indemnities by the Vendors, as well as certain warranties given by the Company, in each case subject to usual monetary and time limitations.

### **Placing Agreement**

On 22 February 2021, the Company, Tennyson, Gneiss Energy and Cenkos entered into the Placing Agreement pursuant to which Tennyson and Gneiss Energy agreed, subject to certain conditions, to use their reasonable endeavours to procure subscribers for the Placing Shares pursuant to the Placing.

The Placing is conditional, inter alia, upon:

- (a) the Resolutions to be proposed at the General Meeting being passed without amendment;
- (b) completion of the Acquisition being unconditional, save for any conditions regarding completion of the Placing;
- (c) compliance by the Company in all material respects with its obligations under the Placing Agreement; and
- (d) Admission having become effective by not later than 8.00 a.m. on 16 March 2021 or such later date as the parties agree being not later than 8.00 a.m. on 31 March 2021.

Under the Placing Agreement, which may be terminated by Tennyson, Gneiss Energy and Cenkos, acting jointly, in certain circumstances prior to Admission, the Company has given certain warranties and indemnities

to Tennyson, Gneiss Energy and Cenkos concerning, inter alia, the accuracy of the information contained in this Announcement. The Placing is not being underwritten.

**This Announcement should be read in its entirety. In particular, you should read and understand the information provided in the "Important Notice" section below.**

**The Appendix to this Announcement (which forms part of this Announcement) sets out the terms and conditions of the Placing. Persons who have chosen to participate in the Placing, by making an oral or written offer to acquire Placing Shares, will be deemed to have read and understood this Announcement in its entirety (including the Appendix) and to be making such offer on the terms and subject to the conditions herein, and to be providing the representations, warranties, agreements, acknowledgements and undertakings contained in the Appendix.**

Application will be made for the New Ordinary Shares to be admitted to trading on AIM, subject to the passing of the Resolutions at the General Meeting. It is expected that Admission will become effective and that dealings in the New Ordinary Shares will commence on AIM on 16 March 2021.

The New Ordinary Shares will, on issue, rank pari passu in all respects with the Existing Ordinary Shares and will be issued free from all liens, charges and encumbrances.

### **Expected Timetable of Principal Events**

**2021**

Announcement of the Acquisition and Placing	22 February
Latest time for announcement of the results of the Placing	12 noon on 23 February
Posting of the shareholder circular, notice of General Meeting and Form of Proxy	26 February
Latest time and date for receipt of Forms of Proxy	11:00 a.m. on 11 March
General Meeting	11:00 a.m. on 15 March
Admission and commencement of dealings of the New Ordinary Shares if the Resolutions are passed	8.00 a.m. on 16 March
New Ordinary Shares credited to CREST stock accounts, subject to the Resolutions being passed	16 March
Despatch of definitive share certificates for New Ordinary Shares, subject to the Resolutions being passed	week commencing 29 March

*Notes:*

- (i) References to times are to London time (unless otherwise stated).*
- (ii) If any of the above times or dates should change, the revised times and/or dates will be notified by the Group via an announcement to an RIS.*
- (iii) The timing of the events in the above timetable are indicative*

only.

## Definitions

The following definitions apply throughout this announcement unless the context requires otherwise:

<b>"Acquisition" or "Proposed Acquisition"</b>	the proposed acquisition by the Company of the entire issued share capital of Global Energy Partnership Limited
<b>"Act"</b>	the Companies Act 2006, as amended
<b>"AIM"</b>	the market of that name operated by the London Stock Exchange
<b>"AIM Rules"</b>	together, the AIM Rules for Companies and the AIM Rules for Nominated Advisers
<b>"AIM Rules for Companies"</b>	the AIM Rules for Companies published by the London Stock Exchange, as amended from time to time
<b>"AIM Rules for Nominated Advisers"</b>	the AIM Rules for Nominated Advisers published by the London Stock Exchange, as amended from time to time
<b>"Bcf"</b>	billion standard cubic feet of natural gas
<b>"Board" or "Directors"</b>	the directors of the Company
<b>"Bookrunners"</b>	Tennyson Securities and Gneiss Energy
<b>"Business Day"</b>	a day (other than a Saturday or Sunday) on which commercial banks are open for general business in London, England
<b>"Cenkos Securities"</b>	Cenkos Securities plc, in its capacity as the Company's nominated adviser
<b>"Company" or "Coro"</b>	Coro Energy plc, incorporated and registered in England & Wales with registered number 10472005 and, where the context permits, its subsidiaries
<b>"Completion"</b>	completion of the Acquisition
<b>"Consideration Shares"</b>	the 142,500,000 new Ordinary Shares to be issued to the Vendors of GEPL as consideration for the Acquisition
<b>"CREST"</b>	the relevant system (as defined in the CREST Regulations) for the paperless settlement of share transfers and the holding of shares in uncertificated form in respect of which Euroclear UK & Ireland is the operator (as defined in the CREST Regulations) in accordance with which securities may be held and transferred in uncertificated form
<b>"CREST Manual"</b>	the rules governing the operation of CREST as published by Euroclear
<b>"CREST Regulations"</b>	the Uncertificated Securities Regulations 2001 (SI 2001/3755) as amended from time to time, and any applicable rules made under those regulations

<b>"Enlarged Group"</b>	the Company and its subsidiary undertakings, as enlarged, from Completion, by the Acquisition of GEPL
<b>"Existing Ordinary Shares"</b>	the existing 806,907,541 Ordinary Shares in issue as at the date of this Announcement
<b>"Financial Conduct Authority" or "FCA"</b>	the UK Financial Conduct Authority acting in its capacity as the competent authority for the purposes of Part VI of FSMA
<b>"FSMA"</b>	the UK Financial Services and Markets Act 2000 (as amended)
<b>"Gneiss Energy"</b>	Gneiss Energy Limited
<b>"Group"</b>	the Company and its subsidiary undertakings
<b>"Italian Assets"</b>	the Group's Italian portfolio of six production concessions, four exploration permits and six exploration permit applications held by its subsidiary Coro Europe Limited
<b>"London Stock Exchange"</b>	London Stock Exchange plc
<b>"MAR" or "Market Abuse Regulation"</b>	the UK version of the EU Market Abuse Regulation (2014/596) which is part of UK law by virtue of the European Union (Withdrawal) Act 2018, as amended and supplemented from time to time
<b>"New Ordinary Shares"</b>	together the Consideration Shares and the Placing Shares
<b>"Official List"</b>	the official list of the UK Listing Authority
<b>"Ordinary Shares"</b>	ordinary shares of 0.1 pence each in the capital of the Company
<b>"Placing" or "Proposed Placing"</b>	the proposed conditional placing by Tennyson and Gneiss Energy of the Placing Shares pursuant to the Placing Agreement
<b>"Placing Agreement"</b>	the conditional agreement dated 22 February 2021 between the Company (1), Tennyson (2), Gneiss Energy (3) and Cenkos (4) relating to the Placing
<b>"Placing Price"</b>	0.4 pence per Placing Share
<b>"Placing Shares"</b>	a minimum of 750,000,000 new Ordinary Shares to be issued at the Placing Price by the Company pursuant to the Placing
<b>"PSC"</b>	Production Sharing Contract
<b>"Proposals"</b>	together the Acquisition and the Placing
<b>"Regulatory Information Service" or "RIS"</b>	one of the regulatory information services authorised by the London Stock Exchange to receive, process and disseminate information in respect of AIM quoted companies
<b>"Resolutions"</b>	the resolutions proposed to be put to Shareholders at the General Meeting, as set out in the Notice of General Meeting
<b>"Shareholders"</b>	holders of the Ordinary Shares
<b>"SPA"</b>	the conditional binding agreement between Coro Energy plc and the Vendors of GEPL

"Tennyson"	Tennyson Securities (a trading name of Shard Capital Partners LLP)
"UK" or "United Kingdom"	the United Kingdom of Great Britain and Northern Ireland
"United States" or "US"	the United States of America, its territories and possessions, any state of the United States of America and the District of Columbia
"£" or "Sterling"	pounds sterling, the lawful currency of the United Kingdom
"US\$" or "Dollars"	United States dollars, the lawful currency of the United States; and
"Vendors"	the vendors of GEPL, being Mark Hood and Michael Carrington

### **IMPORTANT NOTICE**

**This Announcement, and the information contained herein is not for release, publication or distribution, directly or indirectly, in whole or in part, in or into or from the United States, Canada, Australia (save to professional investors and sophisticated investors), Japan or the Republic of South Africa, or any other jurisdiction where to do so might constitute a violation of the relevant laws or regulations of such jurisdiction (the "Restricted Jurisdictions").**

**The Placing Shares have not been and will not be registered under the United States Securities Act of 1933, as amended (the "Securities Act") or under the securities laws of any state or other jurisdiction of the United States and may not be offered, sold, resold or delivered, directly or indirectly, in or into the United States absent registration under the Securities Act except pursuant to an exemption from or in a transaction not subject to the registration requirements of the Securities Act. No public offering of the Placing Shares is being made in the United States. The Placing Shares are being offered and sold outside the United States in "offshore transactions", as defined in, and in compliance with, Regulation S under the Securities Act.**

**This Announcement does not constitute or form part of an offer to sell or issue or a solicitation of an offer to buy, subscribe for or otherwise acquire any securities in any jurisdiction including, without limitation, the Restricted Jurisdictions or any other jurisdiction in which such offer or solicitation would be unlawful. This Announcement and the information contained in it is not for publication or distribution, directly or indirectly, to persons in a Restricted Jurisdiction, unless permitted pursuant to an exemption under the relevant local law or regulation in any such jurisdiction.**

**No action has been taken by the Company or the Bookrunners or any of their respective directors, officers, partners, agents,**

**employees or affiliates that would permit an offer of the Placing Shares or possession or distribution of this Announcement or any other publicity material relating to such Placing Shares in any jurisdiction where action for that purpose is required. Persons receiving this Announcement are required to inform themselves about and to observe any restrictions contained in this Announcement.**

**This Announcement is directed only at: (a) persons in member states of the European Economic area who are "qualified investors", as defined in article 2 (e) of the Regulation (EU) 2017/1129 (as amended from time to time and as applied in the United Kingdom, the "Prospectus Regulation"), (b) if in the United Kingdom, persons who (i) have professional experience in matters relating to investments who fall within the definition of "investment professionals" in Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005, as amended (the "FPO") or fall within the definition of "high net worth companies, unincorporated associations etc." in Article 49(2)(a) to (d) of the FPO and (ii) are "qualified investors" as defined in section 86 of the Financial Services and Markets Act 2000, as amended ("FSMA") or (c) persons to whom it may otherwise lawfully be communicated (each, a "Relevant Person"). No other person should act on or rely on this Announcement and persons distributing this Announcement must satisfy themselves that it is lawful to do so. By accepting the terms of this announcement, investors represent and agree that they are a Relevant Person.**

**This Announcement must not be acted on or relied on by persons who are not Relevant Persons. Any investment or investment activity to which this Announcement or the Placing relate is available only to Relevant Persons and will be engaged in only with Relevant Persons. As regards all persons other than Relevant Persons, the details of the Placing set out in this Announcement are for information purposes only.**

**Persons (including, without limitation, nominees and trustees) who have a contractual or other legal obligation to forward a copy of this Announcement should seek appropriate advice before taking any action.**

**This Announcement is not being distributed by, nor has it been approved for the purposes of section 21 of FSMA by the Bookrunners or any other person authorised under FSMA. This Announcement is being distributed and communicated to persons in the United Kingdom only in circumstances in which section 21(1) of FSMA does not apply.**

**No prospectus or offering document will be made available in connection with the matters contained in this Announcement**

**and no such prospectus is required (in accordance with the Prospectus Regulation) to be published.**

**Certain statements in this Announcement are forward-looking statements which are based on the Company's expectations, intentions and projections regarding its future performance, anticipated events or trends and other matters that are not historical facts. These forward-looking statements, which may use words such as "aim", "anticipate", "believe", "could", "intend", "estimate", "expect" and words of similar meaning, include all matters that are not historical facts. These forward-looking statements involve risks, assumptions and uncertainties that could cause the actual results of operations, financial condition, liquidity and dividend policy and the development of the industries in which the Group's businesses operate to differ materially from the impression created by the forward-looking statements. These statements are not guarantees of future performance and are subject to known and unknown risks, uncertainties and other factors that could cause actual results to differ materially from those expressed or implied by such forward-looking statements. Given those risks and uncertainties, prospective investors are cautioned not to place undue reliance on forward-looking statements. Forward-looking statements speak only as of the date of such statements and, except as required by the UK Financial Conduct Authority ("FCA"), the London Stock Exchange or applicable law, the Company undertakes no obligation to update or revise publicly any forward-looking statements, whether as a result of new information, future events or otherwise.**

**Any indication in this Announcement of the price at which the Company's shares have been bought or sold in the past cannot be relied upon as a guide to future performance. Persons needing advice should consult an independent financial adviser. No statement in this Announcement is intended to be a profit forecast and no statement in this Announcement should be interpreted to mean that earnings per share of the Company for the current or future financial years would necessarily match or exceed the historical published earnings per share of the Group.**

**Tennyson and Gneiss Energy, each of which are authorised and regulated in the United Kingdom by the FCA, are acting for the Company and for no one else in connection with the Placing and will not be responsible to anyone other than the Company for providing the protections afforded to clients of Tennyson and Gneiss Energy or for providing advice in relation to the Placing, or any other matters referred to in this Announcement.**

**No representation or warranty, express or implied, is or will be made as to, or in relation to, and no responsibility or liability is or will be accepted by or on behalf of the Company, Tennyson,**

**Gneiss Energy or by their affiliates or their respective agents, directors, officers and employees as to, or in relation to, the accuracy or completeness of this Announcement or any other written or oral information made available to or publicly available to any interested party or its advisers, and any liability therefor is expressly disclaimed.**

**The Placing Shares to be issued pursuant to the Placing will not be admitted to trading on any stock exchange other than to trading on AIM.**

**The Appendix to this Announcement sets out the terms and conditions of the Placing. By participating in the Placing, each person who is invited to and who chooses to participate in the Placing by making or accepting an oral and legally binding offer to acquire Placing Shares will be deemed to have read and understood this Announcement in its entirety and to be making such offer on the terms and subject to the conditions set out in this Announcement and to be providing the representations, warranties, undertakings and acknowledgements contained in the Appendix.**

**Members of the public are not eligible to take part in the Placing and no public offering of Placing Shares is being or will be made.**

**Neither the content of the Company's website (or any other website) nor the content of any website accessible from hyperlinks on the Company's website (or any other website) is incorporated into, or forms part of, this Announcement.**

#### **Notice to distributors**

**Solely for the purposes of the product governance requirements contained within: (a) EU Directive 2014/65/EU on markets in financial instruments, as amended ("MiFID II"); (b) Articles 9 and 10 of Commission Delegated Directive (EU) 2017/593 supplementing MiFID II; and (c) local implementing measures (together, the "MiFID II Product Governance Requirements"), and disclaiming all and any liability, whether arising in tort, contract or otherwise, which any "manufacturer" (for the purposes of the MiFID II Product Governance Requirements) may otherwise have with respect thereto, the Placing Shares have been subject to a product approval process, which has determined that such securities are: (i) compatible with an end target market of retail investors and investors who meet the criteria of professional clients and eligible counterparties, each as defined in MiFID II; and (ii) eligible for distribution through all distribution channels as are permitted by MiFID II (the "Target Market Assessment").**

**Notwithstanding the Target Market Assessment, distributors should note that: the price of the Placing Shares may decline**



and investors could lose all or part of their investment; the Placing Shares offer no guaranteed income and no capital protection; and an investment in the Placing Shares is compatible only with investors who do not need a guaranteed income or capital protection, who (either alone or in conjunction with an appropriate financial or other adviser) are capable of evaluating the merits and risks of such an investment and who have sufficient resources to be able to bear any losses that may result therefrom.

The Target Market Assessment is without prejudice to the requirements of any contractual, legal or regulatory selling restrictions in relation to the Placing. Furthermore, it is noted that, notwithstanding the Target Market Assessment, Tennyson and Gneiss Energy are only procuring investors who meet the criteria of professional clients and eligible counterparties.

For the avoidance of doubt, the Target Market Assessment does not constitute: (a) an assessment of suitability of appropriateness for the purposes of MiFID II; or (b) a recommendation to any investor or group of investors to invest in, or purchase, or take any other action whatsoever with respect to the Placing Shares. Each distributor is responsible for undertaking its own target market assessment in respect of the Placing Shares and determining appropriate distribution channels.

## **APPENDIX 1**

### **TERMS AND CONDITIONS OF THE BOOKBUILD**

IMPORTANT INFORMATION ON THE BOOKBUILD FOR INVITED PLACEEES ONLY.

**MEMBERS OF THE PUBLIC ARE NOT ELIGIBLE TO TAKE PART IN THE PLACING. THIS ANNOUNCEMENT AND THE TERMS AND CONDITIONS SET OUT IN THIS APPENDIX ARE DIRECTED ONLY AT: (A) PERSONS IN MEMBER STATES OF THE EUROPEAN ECONOMIC AREA ("EEA") OR IN THE UNITED KINGDOM WHO ARE QUALIFIED INVESTORS WITHIN THE MEANING OF ARTICLE 2(E) OF THE EU PROSPECTUS REGULATION (WHICH MEANS REGULATION 2017/1129, AS AMENDED FROM TIME TO TIME AND AS APPLIED IN THE UNITED KINGDOM) (THE "PROSPECTUS REGULATION") ("QUALIFIED INVESTORS"); AND (B) IN THE UNITED KINGDOM, QUALIFIED INVESTORS WHO ARE PERSONS WHO (I) HAVE PROFESSIONAL EXPERIENCE IN MATTERS RELATING TO INVESTMENTS FALLING WITHIN ARTICLE 19(1) OF THE FINANCIAL SERVICES AND MARKETS ACT 2000 (FINANCIAL PROMOTION) ORDER 2005 (THE "ORDER"); (II) ARE PERSONS FALLING WITHIN ARTICLE 49(2)(A) TO (D) ("HIGH NET WORTH COMPANIES, UNINCORPORATED ASSOCIATIONS, ETC") OF THE ORDER; OR (III) ARE PERSONS TO WHOM IT MAY OTHERWISE BE LAWFULLY COMMUNICATED (ALL SUCH PERSONS TOGETHER BEING REFERRED TO AS "RELEVANT PERSONS"). THIS ANNOUNCEMENT AND THE TERMS AND CONDITIONS SET OUT HEREIN MUST NOT BE ACTED ON OR RELIED ON BY PERSONS WHO ARE NOT RELEVANT PERSONS. PERSONS DISTRIBUTING THIS ANNOUNCEMENT MUST SATISFY THEMSELVES THAT IT IS**

**LAWFUL TO DO SO. ANY INVESTMENT OR INVESTMENT ACTIVITY TO WHICH THIS APPENDIX AND THE TERMS AND CONDITIONS SET OUT HEREIN RELATE IS AVAILABLE ONLY TO RELEVANT PERSONS AND WILL BE ENGAGED IN ONLY WITH RELEVANT PERSONS. THIS APPENDIX DOES NOT ITSELF CONSTITUTE AN OFFER FOR SALE OR SUBSCRIPTION OF ANY SECURITIES IN THE COMPANY.**

**THIS ANNOUNCEMENT IS NOT FOR PUBLICATION OR DISTRIBUTION, DIRECTLY OR INDIRECTLY, IN OR INTO THE UNITED STATES OF AMERICA. THE SECURITIES MENTIONED HEREIN HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE US SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT") OR UNDER ANY SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES AND MAY NOT BE OFFERED, SOLD, RESOLD, TRANSFERRED OR DELIVERED, DIRECTLY OR INDIRECTLY, IN OR INTO THE UNITED STATES EXCEPT PURSUANT TO AN APPLICABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN COMPLIANCE WITH THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES. THERE WILL BE NO PUBLIC OFFER OF THE SECURITIES MENTIONED HEREIN IN THE UNITED STATES.**

**THE SECURITIES MENTIONED HEREIN HAVE NOT BEEN AND WILL NOT BE APPROVED OR DISAPPROVED BY THE US SECURITIES AND EXCHANGE COMMISSION (THE "SEC"), ANY STATE SECURITIES COMMISSION OR ANY OTHER REGULATORY AUTHORITY IN THE UNITED STATES, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF THE PLACING OR THE ACCURACY OR ADEQUACY OF THIS ANNOUNCEMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENCE IN THE UNITED STATES.**

**THE CONTENT OF THIS ANNOUNCEMENT HAS NOT BEEN APPROVED BY AN AUTHORISED PERSON WITHIN THE MEANING OF THE FINANCIAL SERVICES AND MARKETS ACT 2000 (AS AMENDED). RELIANCE ON THIS ANNOUNCEMENT FOR THE PURPOSE OF ENGAGING IN ANY INVESTMENT ACTIVITY MAY EXPOSE AN INDIVIDUAL TO A SIGNIFICANT RISK OF LOSING ALL OF THE PROPERTY OR OTHER ASSETS INVESTED.**

**EACH PLACEE SHOULD CONSULT WITH ITS OWN ADVISERS AS TO LEGAL, TAX, BUSINESS AND RELATED ASPECTS OF AN ACQUISITION OF PLACING SHARES.**

Unless otherwise defined in these terms and conditions, capitalised terms used in these terms and conditions shall have the meaning given to them in this announcement.

If a person indicates to Tennyson Securities ("**Tennyson**") and/or Gneiss Energy Limited ("**Gneiss Energy**") that it wishes to participate in the Placing by making an oral or written offer to acquire Placing Shares (each such person, a "**Placee**") it will be deemed to have read and understood these terms and conditions and the announcement of which they form a part in their entirety and to be making such offer on the terms and conditions, and to be providing the representations, warranties, indemnities, agreements and acknowledgements, contained in these terms and conditions as deemed to be made by Placees.

In particular each such Placee represents, warrants and acknowledges that:

- (a) it is a Relevant Person and undertakes that it will acquire, hold, manage or dispose of any Placing Shares

that are allocated to it for the purposes of its business;

- (b) it is and, at the time the Placing Shares are acquired, will be outside the United States and acquiring the Placing Shares in an "offshore transaction" in accordance with Rule 903 or Rule 904 of Regulation S under the Securities Act ("**Regulation S**") and it is acquiring beneficial interests in the Placing Shares for its own account; if acquiring the Shares for the account of one or more other persons, it has full power and authority to make the representations, warranties, agreements, undertakings, and acknowledgements herein on behalf of each such person; and
- (c) if it is a financial intermediary, as that term is used in Article 5(1) of the Prospectus Regulation, any Placing Shares acquired by it in the Placing will not be acquired on a non-discretionary basis on behalf of, nor will they be acquired with a view to their offer or resale to, persons in circumstances which may give rise to an offer of securities to the public other than an offer or resale to Qualified Investors in the United Kingdom or a member state of the EEA, or in circumstances in which the prior consent of Tennyson and/or Gneiss Energy has been given to each such proposed offer or resale.

This Announcement, including this Appendix, does not constitute an offer to sell, or a solicitation of an offer to buy, securities in the United States. Securities may not be offered or sold in the United States absent (i) registration under the Securities Act or (ii) an available exemption from, or in a transaction not subject to, registration under the Securities Act. The securities mentioned herein have not been, and will not be, registered under the Securities Act. The Placing Shares are being offered and sold outside the United States in "offshore transactions" in accordance with Regulation S. There will be no public offering of the securities in the United States.

The distribution of these terms and conditions and the offer and/or placing of Placing Shares in certain other jurisdictions may be restricted by law. No action has been taken by Tennyson, Gneiss Energy or the Company that would permit an offer of the Placing Shares or possession or distribution of these terms and conditions or any other offering or publicity material relating to the Placing Shares in any jurisdiction where action for that purpose is required, save as mentioned above. Persons into whose possession these terms and conditions come are required by Tennyson, Gneiss Energy and the Company to inform themselves about and to observe any such restrictions.

No prospectus or other offering document has been or will be submitted to be approved by the FCA in relation to the Placing or the Placing Shares and each Placee's commitment will be made solely on the basis of the information set out in this announcement and the pricing information expected to be made available to Placees on or around 22 February 2021. Each Placee, by participating in the Placing, agrees that it has neither received nor relied on any other information, representation, warranty or statement made by or on behalf of Tennyson, Gneiss Energy or the Company and none of Tennyson, Gneiss Energy or the Company, nor any person acting on such person's behalf nor any of their respective affiliates has or shall have liability for any Placee's decision to accept this invitation to participate in the Placing based on any other information, representation, warranty or statement. Each Placee acknowledges and

agrees that it has relied on its own investigation of the business, financial or other position of the Company in accepting a participation in the Placing. Nothing in this paragraph shall exclude the liability of any person for fraudulent misrepresentation.

No undertaking, representation, warranty or any other assurance, express or implied, is made or given by or on behalf of Tennyson and/or Gneiss Energy or any of their affiliates, their respective directors, officers, employees, agents, advisers, or any other person, as to the accuracy, completeness, correctness or fairness of the information or opinions contained in this announcement or for any other statement made or purported to be made by any of them, or on behalf of them, in connection with the Company or the Placing and no such person shall have any responsibility or liability for any such information or opinions or for any errors or omissions. Accordingly, save to the extent permitted by law, no liability whatsoever is accepted by Tennyson and/or Gneiss Energy or any of their directors, officers, employees or affiliates or any other person for any loss howsoever arising, directly or indirectly, from any use of this announcement or such information or opinions contained herein.

All offers of the Placing Shares will be made pursuant to an exemption from the requirement to produce a prospectus.

These terms and conditions do not constitute or form part of, and should not be construed as, any offer or invitation to sell or issue, or any solicitation of any offer to purchase or subscribe for, any Placing Shares or any other securities or an inducement to enter into investment activity, nor shall these terms and conditions (or any part of them), nor the fact of their distribution, form the basis of, or be relied on in connection with, any investment activity. No statement in these terms and conditions is intended to be nor may be construed as a profit forecast and no statement made herein should be interpreted to mean that the Company's profits or earnings per share for any future period will necessarily match or exceed historical published profits or earnings per share of the Company.

### **Proposed Placing of Ordinary Shares**

Placees are referred to these terms and conditions and this announcement containing details of, inter alia, the Placing. These terms and conditions and this announcement have been prepared and issued by the Company and are the sole responsibility of the Company.

The new Ordinary Shares issued under the Placing, when issued and fully paid, will be identical to, and rank *pari passu* with, the existing Ordinary Shares, including the right to receive all dividends and other distributions declared, made or paid on the existing Ordinary Shares after their admission to trading on the AIM market of the London Stock Exchange.

Application will be made to the London Stock Exchange for the Placing Shares to be admitted to trading on AIM ("**Admission**"). It is expected that Admission will become effective and that dealings in the Placing Shares will commence at 8.00 a.m. on or around 16 March 2021.

### **Bookbuild of the Placing**

Commencing today, Tennyson and Gneiss Energy will be conducting the Bookbuild to determine demand for participation in the Placing. Tennyson and Gneiss Energy will seek to procure Placees as agent for the Company as part of this Bookbuild. These terms and conditions give details of the terms and conditions of, and the mechanics of participation in, the Placing.

Principal terms of the Bookbuild

- (a) By participating in the Placing, Placees will be deemed to have read and understood this announcement and these terms and conditions in their entirety and to be participating and making an offer for any Placing Shares on these terms and conditions, and to be providing the representations, warranties, indemnities, acknowledgements and undertakings, contained in these terms and conditions.
- (b) Tennyson and Gneiss Energy are arranging the Placing as agents of the Company.
- (c) Participation in the Placing will only be available to persons who are Relevant Persons and who may lawfully be and are invited to participate by Tennyson and/or Gneiss Energy. Each of Tennyson and/or Gneiss Energy and its affiliates are entitled to offer to subscribe for Placing Shares as principal in the Bookbuild.
- (d) Any offer to subscribe for Placing Shares should state the aggregate number of Placing Shares which the Placee wishes to acquire or the total monetary amount which it wishes to commit to acquire Placing Shares at the Issue Price which is ultimately established by the Company, Tennyson and Gneiss Energy or at a price up to a price limit specified in its bid. The Issue Price will be jointly agreed between Tennyson, Gneiss Energy and the Company following completion of the Bookbuild and will be payable by the Placees in respect of the Placing Shares allocated to them.
- (e) The Bookbuild is expected to close on 23 February 2021 but may close earlier or later, at the discretion of Tennyson, Gneiss Energy and the Company. The timing of the closing of the books and allocations will be agreed between Tennyson, Gneiss Energy and the Company following completion of the Bookbuild (the "**Allocation Policy**"). Tennyson and/or Gneiss Energy may, in agreement with the Company, accept offers to subscribe for Placing Shares that are received after the Bookbuild has closed.
- (f) An offer to subscribe for Placing Shares in the Bookbuild will be made on the basis of these terms and conditions and will be legally binding on the Placee by which, or on behalf of which, it is made and will not be capable of variation or revocation after the close of the Bookbuild.
- (g) Subject to paragraph (e) above, Tennyson and/or Gneiss Energy reserve the right not to accept an offer to subscribe for Placing Shares, either in whole or in part, on the basis of the Allocation Policy and may scale down any offer to subscribe for Placing Shares for this purpose. The acceptance of any offer shall be at Tennyson's and Gneiss Energy's absolute discretion, subject to agreement with the Company.

- (h) If successful, each Placee's allocation will be confirmed to it by Tennyson and/or Gneiss Energy following the close of the Bookbuild. Oral or written confirmation (at Tennyson's and/or Gneiss Energy's discretion) from Tennyson and/or Gneiss Energy to such Placee confirming its allocation will constitute a legally binding commitment upon such Placee, in favour of Tennyson, Gneiss Energy and the Company to acquire the number of Placing Shares allocated to it on the terms and conditions set out herein. Each Placee will have an immediate, separate, irrevocable and binding obligation, owed to the Company, to pay to Tennyson and/or Gneiss Energy (or as Tennyson and/or Gneiss Energy may direct) as agent for the Company in cleared funds an amount equal to the product of the Issue Price and the number of Placing Shares which such Placee has agreed to acquire.
- (i) The Company will make a further announcement following the close of the Bookbuild detailing the Issue Price and the number of Placing Shares to be issued (the "**Placing Results Announcement**"). It is expected that such Placing Results Announcement will be made as soon as practicable after the close of the Bookbuild.
- (k) Irrespective of the time at which a Placee's allocation(s) pursuant to the Placing is/are confirmed, settlement for all Placing Shares to be acquired pursuant to the Placing will be required to be made at the time specified, on the basis explained below under the paragraph entitled "Registration and Settlement".
- (l) No commissions are payable to Placees in respect of the Placing.
- (m) By participating in the Bookbuild, each Placee agrees that its rights and obligations in respect of the Placing will terminate only in the circumstances described below and will not be capable of rescission or termination by the Placee. All obligations under the Placing will be subject to the fulfilment of the conditions referred to below under the paragraph entitled "Conditions of the Placing and Termination of the Placing Agreement".

### **Conditions of the Placing**

The obligations of Tennyson and Gneiss Energy under the Placing Agreement in respect of the Placing Shares are conditional on, amongst other things:

- (a) the Company having complied with its obligations under the Placing Agreement (to the extent that such obligations fall to be performed prior to Admission); and
- (b) Admission having occurred not later than 8.00

a.m. on 16 March 2021 or such later date as the Company, Tennyson, Gneiss Energy and Cenkos Securities plc ("**Cenkos**") may agree, but in any event not later than 8.00 a.m. on 31 March 2021.

If (i) any of the conditions contained in the Placing Agreement in relation to the Placing Shares are not fulfilled or waived by Tennyson, Gneiss Energy and Cenkos by the respective time or date where specified, (ii) any of such conditions becomes incapable of being fulfilled or (iii) the Placing Agreement is terminated in the circumstances specified below, the Placing will not proceed and the Placee's rights and obligations hereunder in relation to the Placing Shares shall cease and terminate at such time and each Placee agrees that no claim can be made by the Placee in respect thereof.

Each of Tennyson, Gneiss Energy and Cenkos, at its discretion and upon such terms as it thinks fit, may waive compliance by the Company with the whole or any part of any of the Company's obligations in relation to the conditions in the Placing Agreement. Any such extension or waiver will not affect Placees' commitments as set out in this Announcement.

Neither Tennyson, Gneiss Energy, Cenkos nor the Company nor any other person shall have any liability to any Placee (or to any other person whether acting on behalf of a Placee or otherwise) in respect of any decision they may make as to whether or not to waive or to extend the time and/or the date for the satisfaction of any condition to the Placing nor for any decision they may make as to the satisfaction of any condition or in respect of the Placing generally, and by participating in the Placing each Placee agrees that any such decision is within the absolute discretion of Tennyson, Gneiss Energy and Cenkos.

### **Termination of the Placing Agreement**

Tennyson, Gneiss Energy and Cenkos, acting jointly, are entitled at any time before Admission, to terminate the Placing Agreement in relation to their obligations in respect of the Placing Shares by giving notice to the Company if, amongst other things:

- (a) the Company fails, in any material respect, to comply with any of its obligations under the Placing Agreement; or
- (b) it comes to the notice of Tennyson, Gneiss Energy or Cenkos that any statement contained in this announcement was untrue, incorrect or misleading at the date of this announcement or has become untrue, incorrect or misleading in each case in any respect which Tennyson, Gneiss Energy or Cenkos reasonably considers to be material in the context of the Placing or that any matter which Tennyson, Gneiss Energy or Cenkos reasonably considers to be material in the context of the Placing has arisen which would, if the Placing were made at that time, constitute a material omission therefrom; or
- (c) any of the warranties given by the Company in the Placing Agreement has ceased to be true and accurate in any material respect which Tennyson, Gneiss Energy or Cenkos reasonably considers to be material in the context of the

Placing by reference to the facts subsisting at the time when notice to terminate is given; or

- (d) there happens, develops or comes into effect:
- i) a general moratorium on commercial banking activities in London declared by the relevant authorities or a material disruption in commercial banking or securities settlement or clearance services in the United Kingdom; or
  - ii) the outbreak or escalation of hostilities or acts of terrorism involving the United Kingdom or the declaration by the United Kingdom of a national emergency or war; or
  - iii) any other crisis of international or national effect or any change in any currency exchange rates or controls or in any financial, political, economic or market conditions or in market sentiment which, in any such case, in the reasonable opinion of Tennyson or Gneiss Energy is materially adverse.

### **Placing Procedure**

Placees shall acquire the Placing Shares to be issued pursuant to the Placing and any allocation of the Placing Shares to be issued pursuant to the Placing will be notified to them on or around 22 February 2021 (or such other time and/or date as the Company, Tennyson and Gneiss Energy may agree).

Payment in full for any Placing Shares so allocated in respect of the Placing at the Issue Price must be made by no later than 16 March 2021 (or such other date as shall be notified to each Placee by Tennyson and/or Gneiss Energy). Tennyson, Gneiss Energy or the Company will notify Placees if any of the dates in these terms and conditions should change.

### **Registration and Settlement**

Settlement of transactions in the Placing Shares following Admission of the Placing Shares will take place within the CREST system, subject to certain exceptions. Tennyson, Gneiss Energy and the Company reserve the right to require settlement for, and delivery of, the Placing Shares to Placees by such other means that they deem necessary if delivery or settlement is not possible within the CREST system within the timetable set out in this announcement or would not be consistent with the regulatory requirements in the Placee's jurisdiction. Each Placee will be deemed to agree that it will do all things necessary to ensure that delivery and payment is completed in accordance with either the standing CREST or certificated settlement instructions which they have in place with Tennyson and/or Gneiss Energy.

Settlement for the Placing will be on a T+2 and delivery versus payment basis and settlement is expected to take place on or around 16 March 2021. Interest is chargeable daily on payments to the extent that value is received after the due date from Placees at the rate of 2 percentage points above prevailing LIBOR. Each Placee is deemed to agree that if it does not comply with these obligations, Tennyson and/or Gneiss Energy may sell any or all of the Placing Shares allocated to it on its behalf and retain from the proceeds, for its own account and benefit, an amount equal to the aggregate amount owed by the Placee plus any interest due. By communicating a bid for Placing Shares, each Placee confers on Tennyson and/or Gneiss Energy all such authorities and powers necessary to carry out any such sale and agrees to ratify and confirm all actions which Tennyson and/or Gneiss Energy lawfully take in pursuance of such sale. The relevant Placee will, however, remain liable for any



shortfall below the aggregate amount owed by it and may be required to bear any stamp duty or stamp duty reserve tax (together with any interest or penalties) which may arise upon any transaction in the Placing Shares on such Placee's behalf.

### **Acceptance**

By participating in the Placing, a Placee (and any person acting on such Placee's behalf) irrevocably acknowledges, confirms, undertakes, represents, warrants and agrees (as the case may be) with Tennyson, Gneiss Energy and the Company, the following:

1. in consideration of its allocation of a placing participation, to subscribe at the Issue Price for any Placing Shares comprised in its allocation for which it is required to subscribe pursuant to these terms and conditions;
2. it has read and understood this announcement (including these terms and conditions) in its entirety and that it has neither received nor relied on any information given or any investigations, representations, warranties or statements made at any time by any person in connection with Admission, the Placing, the Company, the Placing Shares, or otherwise, other than the information contained in this announcement (including these terms and conditions), that in accepting the offer of its placing participation it will be relying solely on the information contained in this announcement (including these terms and conditions) and undertakes not to redistribute or duplicate such documents;
3. its oral or written commitment will be made solely on the basis of the information set out in this announcement and the information publicly announced to a Regulatory Information Service by or on behalf of the Company on the date of this announcement, such information being all that such Placee deems necessary or appropriate and sufficient to make an investment decision in respect of the Placing Shares and that it has neither received nor relied on any other information given, or representations or warranties or statements made, by Tennyson, Gneiss Energy or the Company nor any of their respective affiliates and neither Tennyson, Gneiss Energy nor the Company will be liable for any Placee's decision to participate in the Placing based on any other information, representation, warranty or statement;
4. the content of this announcement and these terms and conditions are exclusively the responsibility of the Company and agrees that neither Tennyson, Gneiss Energy nor any of their respective affiliates nor any person acting on behalf of any of them will be responsible for or shall have liability for any information, representation or statements contained therein or any information previously published by or on behalf of the Company, and neither Tennyson, Gneiss Energy nor the Company, nor any of their respective affiliates or any person acting on behalf of any such person will be

responsible or liable for a Placee's decision to accept its placing participation;

5. (i) it has not relied on, and will not rely on, any information relating to the Company contained or which may be contained in any research report or investor presentation prepared or which may be prepared by Tennyson and/or Gneiss Energy or any of their affiliates; (ii) none of Tennyson, Gneiss Energy, their respective affiliates or any person acting on behalf of any of such persons has or shall have any responsibility or liability for public information relating to the Company; (iii) none of Tennyson, Gneiss Energy, their respective affiliates nor any person acting on behalf of any of such persons has or shall have any responsibility or liability for any additional information that has otherwise been made available to it, whether at the date of publication of such information, the date of these terms and conditions or otherwise; and that (iv) none of Tennyson, Gneiss Energy, their respective affiliates or any person acting on behalf of any of such persons makes any representation or warranty, express or implied, as to the truth, accuracy or completeness of any such information referred to in (i) to (iii) above, whether at the date of publication of such information, the date of this announcement or otherwise;
6. it has made its own assessment of the Company and has relied on its own investigation of the business, financial or other position of the Company in deciding to participate in the Placing, and has satisfied itself concerning the relevant tax, legal, currency and other economic considerations relevant to its decision to participate in the Placing;
7. it is acting as principal only in respect of the Placing or, if it is acting for any other person (i) it is duly authorised to do so and has full power to make the acknowledgments, representations and agreements herein on behalf of each such person, (ii) it is and will remain liable to the Company, Tennyson and Gneiss Energy for the performance of all its obligations as a Placee in respect of the Placing (regardless of the fact that it is acting for another person), (iii) if it is in the United Kingdom, it is a person (a) who has professional experience in matters relating to investments and who falls within the definition of "investment professionals" in Article 19(5) of the Order or who falls within Article 49(2) of the Order, and (b) is a qualified investor" as defined in section 86 of the FSMA, (iv) if it is in a member state of the EEA, it is a "qualified investor" within the meaning of Article 2( E) of the Prospectus Regulation and (v) if it is a financial intermediary, as that term is used in Article 5(1) of the Prospectus Regulation, the Placing Shares subscribed by it in the Placing are not being acquired on a nondiscretionary basis for, or on behalf of, nor will they be acquired with a view to their offer or resale to persons in a member state of the EEA in circumstances which may give rise to an offer of shares to the public, other

than their offer or resale to qualified investors within the meaning of Article 2(E) of the Prospectus Regulation in a member state of the EEA which has implemented the Prospectus Regulation;

8. if it has received any confidential price sensitive information about the Company in advance of the Placing, it has not (i) dealt in the securities of the Company; (ii) encouraged or required another person to deal in the securities of the Company; or (iii) disclosed such information to any person, prior to the information being made generally available;
9. it has complied with its obligations in connection with money laundering and terrorist financing under the Proceeds of Crime Act 2002, the Terrorism Act 2000, the Terrorism Act 2006, the Criminal Justice (Money Laundering and Terrorism Financing) Act 2010 and the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 and any related or similar rules, regulations or guidelines, issued, administered or enforced by any government agency having jurisdiction in respect thereof (in each case as amended from time to time, the "**Regulations**") and, if it is making payment on behalf of a third party, it has obtained and recorded satisfactory evidence to verify the identity of the third party as may be required by the Regulations;
10. it has only communicated or caused to be communicated and will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of section 21 of FSMA) relating to the Placing Shares in circumstances in which section 21(1) of FSMA does not require approval of the communication by an authorised person;
11. it is not acting in concert (within the meaning given in the City Code on Takeovers and Mergers) with any other Placee or any other person in relation to the Company;
12. it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to the Placing Shares in, from or otherwise involving the United Kingdom;
13. it and any person acting on its behalf is entitled to acquire the Placing Shares under the laws of all relevant jurisdictions and that it has all necessary capacity and has obtained all necessary consents and authorities to enable it to commit to this participation in the Placing and to perform its obligations in relation thereto (including, without limitation, in the case of any person on whose behalf it is acting, all necessary consents and authorities to agree to the terms set out or referred to in these terms and conditions);
14. unless otherwise agreed by the Company (after

agreement with Tennyson and/or Gneiss Energy), it is not, and at the time the Placing Shares are subscribed for and purchased will not be, subscribing for and on behalf of a resident of the United States, Canada, Australia, Japan, the Republic of South Africa or any other territory pursuant to whose laws such subscription would be unlawful ("**Excluded Territory**") and further acknowledges that the Placing Shares have not been and will not be registered under the securities legislation of any Excluded Territory and, subject to certain exceptions, may not be offered, sold, transferred, delivered or distributed, directly or indirectly, in or into those jurisdictions;

15. it does not expect Tennyson and/or Gneiss Energy to have any duties or responsibilities towards it for providing protections afforded to clients under the rules of the FCA Handbook (the "**Rules**") or advising it with regard to the Placing Shares and that it is not, and will not be, a client of Tennyson and/or Gneiss Energy as defined by the Rules. Likewise, any payment by it will not be treated as client money governed by the Rules;
16. any exercise by Tennyson and/or Gneiss Energy of any right to terminate the Placing Agreement or of other rights or discretions under the Placing Agreement or the Placing shall be within Tennyson's and/or Gneiss Energy's absolute discretion and Tennyson and/or Gneiss Energy shall not have any liability to it whatsoever in relation to any decision to exercise or not to exercise any such right or the timing thereof;
17. neither it, nor the person specified by it for registration as a holder of Placing Shares is, or is acting as nominee(s) or agent(s) for, and that the Placing Shares will not be allotted to, a person/person(s) whose business either is or includes issuing depository receipts or the provision of clearance services and therefore that the issue to the Placee, or the person specified by the Placee for registration as holder, of the Placing Shares will not give rise to a liability under any of sections 67, 70, 93 and 96 of the Finance Act 1986 (depository receipts and clearance services) and that the Placing Shares are not being acquired in connection with arrangements to issue depository receipts or to issue or transfer Placing Shares into a clearance system;
18. the person who it specifies for registration as holder of the Placing Shares will be (i) itself or (ii) its nominee, as the case may be, and acknowledges that Tennyson, Gneiss Energy and the Company will not be responsible for any liability to pay stamp duty or stamp duty reserve tax (together with interest and penalties) resulting from a failure to observe this requirement; and each Placee and any person acting on behalf of such Placee agrees to participate in the Placing on the basis that the Placing Shares will be allotted to a CREST stock account of Tennyson and/or Gneiss Energy who will hold them as

nominee on behalf of the Placee until settlement in accordance with its standing settlement instructions with it;

19. where it is acquiring Placing Shares for one or more managed accounts, it is authorised in writing by each managed account to acquire Placing Shares for that managed account;
20. if it is a pension fund or investment company, its acquisition of any Placing Shares is in full compliance with applicable laws and regulations;
21. it has not offered or sold and will not offer or sell any Placing Shares to persons in the United Kingdom, except to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of their business or otherwise in circumstances which have not resulted and which will not result in an offer to the public in the United Kingdom within the meaning of section 85(1) of the FSMA;
22. it has not offered or sold and will not offer or sell any Placing Shares to persons in any member state of the EEA prior to Admission except to persons whose ordinary activities involve them acquiring, holding, managing or disposing of investments (as principal or agent) for the purpose of their business or otherwise in circumstances which have not resulted and will not result in an offer to the public in any member state of the EEA within the meaning of the Prospectus Directive;
23. participation in the Placing is on the basis that, for the purposes of the Placing, it is not and will not be a client of Tennyson and/or Gneiss Energy and that Tennyson and/or Gneiss Energy do not have any duties or responsibilities to it for providing the protections afforded to its clients nor for providing advice in relation to the Placing nor in respect of any representations, warranties, undertakings or indemnities contained in the Placing Agreement or the contents of these terms and conditions;
24. to provide Tennyson, Gneiss Energy or the Company (as relevant) with such relevant documents as they may reasonably request to comply with requests or requirements that either they or the Company may receive from relevant regulators in relation to the Placing, subject to its legal, regulatory and compliance requirements and restrictions;
25. any agreements entered into by it pursuant to these terms and conditions shall be governed by and construed in accordance with the laws of England and Wales and it submits (on its behalf and on behalf of any Placee on whose behalf it is acting) to the exclusive jurisdiction of the English courts as regards any claim, dispute or

matter arising out of any such contract, except that enforcement proceedings in respect of the obligation to make payment for the Placing Shares (together with any interest chargeable thereon) may be taken by Tennyson and/or Gneiss Energy in any jurisdiction in which the relevant Placee is incorporated or in which any of its securities have a quotation on a recognised stock exchange;

26. to fully and effectively indemnify and hold harmless the Company, Tennyson and Gneiss Energy and each of their respective affiliates (as defined in Rule 501(b) under the Securities Act) and each person, if any, who controls Tennyson or Gneiss Energy within the meaning of Section 15 of the Securities Act or Section 20 of the US Exchange Act of 1934, as amended, and any such person's respective affiliates, subsidiaries, branches, associates and holding companies, and in each case their respective directors, employees, officers and agents from and against any and all losses, claims, damages and liabilities (i) arising from any breach by such Placee of any of the provisions of these terms and conditions and (ii) incurred by Tennyson and/or Gneiss Energy and/or the Company arising from the performance of the Placee's obligations as set out in these terms and conditions;
27. to indemnify on an after-tax basis and hold the Company, Tennyson, Gneiss Energy and any of their affiliates and any person acting on their behalf harmless from any and all losses, claims, damages, liabilities and expenses (including legal fees and expenses) arising out of or in connection with any breach of the representations, warranties, acknowledgments, agreements and undertakings in these terms and conditions and further agrees that the provisions of these terms and conditions shall survive after completion of the Issue;
28. in making any decision to subscribe for the Placing Shares, (i) it has knowledge and experience in financial, business and international investment matters as is required to evaluate the merits and risks of acquiring the Placing Shares; (ii) it is experienced in investing in securities of this nature and is aware that it may be required to bear, and is able to bear, the economic risk of, and is able to sustain a complete loss in connection with, the Placing; (iii) it has relied on its own examination, due diligence and analysis of the Company and its affiliates taken as a whole, including the markets in which the Group operates, and the terms of the Placing, including the merits and risks involved; (iv) it has had sufficient time to consider and conduct its own investigation with respect to the offer and purchase of the Placing Shares, including the legal, regulatory, tax, business, currency and other economic and financial considerations relevant to such investment and (v) will not look to Tennyson, Gneiss Energy or any of their

respective affiliates or any person acting on their behalf for all or part of any such loss or losses it or they may suffer;

29. its commitment to acquire Placing Shares will continue notwithstanding any amendment that may in future be made to the terms and conditions of the Placing, and that Placees will have no right to be consulted or require that their consent be obtained with respect to the Company's, Tennyson's or Gneiss Energy's conduct of the Placing; and
30. Tennyson, Gneiss Energy and the Company and their respective affiliates and others will rely upon the truth and accuracy of the foregoing representations, warranties, acknowledgments and undertakings which are irrevocable.

Please also note that the agreement to allot and issue Placing Shares to Placees (or the persons for whom Placees are contracting as agent) free of stamp duty and stamp duty reserve tax in the UK relates only to their allotment and issue to Placees, or such persons as they nominate as their agents, direct from the Company for the Placing Shares in question. Such agreement assumes that such Placing Shares are not being acquired in connection with arrangements to issue depositary receipts or to transfer such Placing Shares into a clearance service. If there were any such arrangements, or the settlement related to other dealing in such Placing Shares, stamp duty or stamp duty reserve tax may be payable, for which none of the Company, Tennyson nor Gneiss Energy would be responsible and Placees shall indemnify the Company, Tennyson or Gneiss Energy on an after-tax basis for any stamp duty or stamp duty reserve tax paid by them in respect of any such arrangements or dealings. Furthermore, each Placee agrees to indemnify on an after-tax basis and hold each of Tennyson, Gneiss Energy and/or the Company and their respective affiliates harmless from any and all interest, fines or penalties in relation to stamp duty, stamp duty reserve tax and all other similar duties or taxes to the extent that such interest, fines or penalties arise from the unreasonable default or delay of that Placee or its agent. If this is the case, it would be sensible for Placees to take their own advice and they should notify Tennyson and/or Gneiss Energy accordingly. In addition, Placees should note that they will be liable for any capital duty, stamp duty and all other stamp, issue, securities, transfer, registration, documentary or other duties or taxes (including any interest, fines or penalties relating thereto) payable outside the UK by them or any other person on the acquisition by them of any Placing Shares or the agreement by them to acquire any Placing Shares.

### **Selling Restrictions**

By participating in the Placing, a Placee (and any person acting on such Placee's behalf) irrevocably acknowledges, confirms, undertakes, represents, warrants and agrees (as the case may be) with Tennyson, Gneiss Energy and the Company, the following:

1. it is not a person who has a registered address in, or is a resident, citizen or national of, a country or countries, in which it is unlawful to make or accept an offer to subscribe for Placing Shares;
2. it has fully observed and will fully observe the

applicable laws of any relevant territory, including complying with the selling restrictions set out herein and obtaining any requisite governmental or other consents and it has fully observed and will fully observe any other requisite formalities and pay any issue, transfer or other taxes due in such territories;

3. if it is in the United Kingdom, it is a person (i) who has professional experience in matters relating to investments and who falls within the definition of "investment professionals" in Article 19(5) of the Order or who falls within Article 49(2) of the Order, and (ii) is a "qualified investor" as defined in section 86 of the FSMA;
4. if it is in a member state of the EEA, it is a "qualified investor" within the meaning of Article 5 (1) of the Prospectus Regulation;
5. it is a person whose ordinary activities involve it (as principal or agent) in acquiring, holding, managing or disposing of investments for the purpose of its business and it undertakes that it will (as principal or agent) acquire, hold, manage or dispose of any Placing Shares that are allocated to it for the purposes of its business;
6. it is and, at the time the Placing Shares are acquired, will be outside the United States, purchasing in an offshore transaction pursuant to Regulation S;
7. none of the Placing Shares have been or will be registered under the Securities Act or with any securities regulatory authority of any state or other jurisdiction of the United States;
8. none of the Placing Shares may be offered, sold, taken up or delivered directly or indirectly, in whole or in part, into or within the United States except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and in compliance with any applicable securities laws of any state or other jurisdiction of the United States;
9. it (on its behalf and on behalf of any Placee on whose behalf it is acting) has (a) fully observed the laws of all relevant jurisdictions which apply to it; (b) obtained all governmental and other consents which may be required; (c) fully observed any other requisite formalities; (d) paid or will pay any issue, transfer or other taxes; (e) not taken any action which will or may result in the Company, Tennyson or Gneiss Energy (or any of them) being in breach of a legal or regulatory requirement of any territory in connection with the Placing; (f) obtained all other necessary consents and authorities required to enable it to give its commitment to subscribe for the relevant Placing Shares and (g) the power and capacity to, and will, perform its obligations under the terms contained in these terms and conditions.

### **Miscellaneous**

The Company reserves the right to treat as invalid any application or



purported application for Placing Shares that appears to the Company or its agents to have been executed, effected or dispatched from the United States or an Excluded Territory or in a manner that may involve a breach of the laws or regulations of any jurisdiction or if the Company or its agents believe that the same may violate applicable legal or regulatory requirements or if it provides an address for delivery of the share certificates of Placing Shares in an Excluded Territory or the United States, or any other jurisdiction outside the United Kingdom in which it would be unlawful to deliver such share certificates.

When a Placee or person acting on behalf of the Placee is dealing with Tennyson and/or Gneiss Energy, any money held in an account with Tennyson and/or Gneiss Energy on behalf of the Placee and/or any person acting on behalf of the Placee will not be treated as client money within the meaning of the rules and regulations of the FCA made under the FSMA. The Placee acknowledges that the money will not be subject to the protections conferred by the client money rules; as a consequence, this money will not be segregated from Tennyson's and/or Gneiss Energy's money in accordance with the client money rules and will be used by Tennyson and/or Gneiss Energy in the course of their own business; and the Placee will rank only as a general creditor of Tennyson and/or Gneiss Energy.

### **Times**

Unless the context otherwise requires, all references to time are to London time. All times and dates in these terms and conditions may be subject to amendment. Tennyson and/or Gneiss Energy will notify Placees and any persons acting on behalf of the Placees of any changes.

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Anonymous (not verified)

Proposed Acquisition, Placing & Open Offer

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Company Announcement - General  
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