



Empyrean Energy PLC - EME Subscription and Proposed Placing
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THIS ANNOUNCEMENT CONTAINS INSIDE INFORMATION (AS DEFINED IN ARTICLE 7 OF THE MARKET ABUSE REGULATION (EU) NO. 596/2014) FOR IMMEDIATE RELEASE.

Terms and conditions used in this announcement have the meaning ascribed to them in Appendix II to this announcement unless the context requires otherwise.

Empyrean Energy Plc / Index: AIM / Epic: EME / Sector: Oil & Gas

Empyrean Energy plc

Subscription and Proposed Placing

Empyrean Energy ("**Empyrean**" or the "**Company**"), the oil and gas development company with interests in China, Indonesia and the United States, today announces that it has raised £410,950 (before expenses) pursuant to a direct subscription (the "**Subscription**") by a number of existing investors and directors of the Company for a total of 11,741,429 new ordinary shares of 0.2p each in the capital of the Company (the "**Subscription Shares**") at a price of 3.5p per Subscription Share (the "**Issue Price**").

Further, the Company announces that it proposes to raise up to £1.0 million (before expenses) through a placing (the "**Placing**") of new ordinary shares of 0.2p each (the "**Placing Shares**") at the Issue Price. The Placing is being conducted through an accelerated bookbuild process (the "**Bookbuild**") which is managed by Cenkos Securities plc, the Company's broker ("**Cenkos**").

The Issue Price represents a discount of approximately 10 per cent. to the closing price of 3.9p on 9 April 2020, being the latest practicable date on which the Company's shares traded on AIM ahead of this announcement.

The Bookbuild will open with immediate effect following release of this announcement. The number of Placing Shares to be issued in the Placing, will be agreed by Cenkos and the Company at the close of the Bookbuild. The timing of the closing of the Bookbuild and allocations are at the discretion of Cenkos and the Company. Details of the number of Placing Shares to be issued will be announced as soon as practicable after the close of the Bookbuild.

Background to the Subscription and the Placing

The Company released an Operations Update on 31 March 2020 which summarised its current and near-term activity across its asset base. In particular, the Company highlighted the potential adverse impact of the significant volatility in the financial markets as a result of the COVID-19 outbreak and the recent oil price war and resulting slump in the oil price on its strategic and near-term financing options.

The Company also noted that, whilst it had sufficient working capital to the end of April 2020, it would require additional funding to enable it to satisfy its share of final costs in relation to the drilling of the highly-successful Tambak-1 and Tambak-2 wells in Q4 2019, including post drilling resource updates, and to provide sufficient working capital beyond that date.

Subsequently, the Company has today released an upgrade of resource estimates for the Mako gas field, which has been prepared internally by the operator, Conrad Petroleum Ltd, following the highly successful appraisal drilling campaign in Q4 2019. Full details are available in the 'Resource upgrade' announcement released earlier today.

The Board has reviewed a number of funding alternatives and has concluded that proceeding with the Subscription and the Placing is in the best interests of Shareholders.

Rationale for the Subscription and the Placing and use of Proceeds

The net proceeds of the Subscription and the Placing are intended to be used to fund the Company's share of any costs at its projects in China, Indonesia and the United States and to fund the Company's general working capital requirements.

The Company expects that the net proceeds of the Subscription will be sufficient to satisfy its share of final costs in relation to the recent drilling in Q4 2019, including post drilling resource updates, and to provide sufficient working capital through to the end of May 2020. The net proceeds of the Placing will provide the Company with additional working capital and ensure greater financial flexibility as the Company seeks to capitalise on and realise a portion of the significant value created in its diverse asset base. The Company has a total funding requirement of c.£1.58 million to cover its general and administrative costs and working capital requirements through to the end of April 2021. This amount excludes anticipated costs relating to the final preparation for, and drilling of, the commitment well at Block 29/11 in the Pearl River Mouth Basin, offshore China.

Directors' Participation

As set out below, certain Directors of the Company and Persons Discharging Managerial Responsibility, have agreed to subscribe for a total of 2,425,001 Subscription Shares in the Subscription.

Their individual participation is as follows:

Name	Position	Number of Subscription Shares	Resultant Holding	
			Number of Ordinary Shares	% of Enlarged Issued Share Capital ¹
Tom Kelly ²	Chief Executive Officer	580,000	88,683,785	19.31%
Patrick Cross	Chairman	100,000	825,000	0.18%
Spencer Laycock ³	Non-Executive Director	1,000,000	2,800,000	0.61%
Gaz Bisht ⁴	Technical Director	571,429	31,821,429	6.93%
Jonathan Whyte ⁵	Company Secretary	173,572	173,572	0.04%

¹ Based on an issued share capital of 459,339,006 ordinary shares, being the enlarged issued share capital following the Subscription but prior to the issue of New Ordinary Shares pursuant to the Placing

² All Subscription Shares subscribed for by Syzygy Holdings Pty Ltd (a person or entity closely associated with Tom Kelly)

³ 450,000 Subscription Shares subscribed for by Corniche Hotels Ltd (a person or entity closely associated with Spencer Laycock and 550,000 Subscribed Shares subscribed for in his own name)

⁴ All Subscription Shares subscribed for Topaz Energy Pty Ltd (a person or entity closely associated with Gaz Bisht)

⁵ All Subscription Shares subscribed for by Keyport Investments Pty Ltd (a person or entity closely associated with Jonathan Whyte)

Details of the Placing

The Placing is subject to the terms and conditions set out in the Appendix to this announcement (which forms part of this announcement, such announcement and the Appendix together, the "**Announcement**").

Application will be made to the London Stock Exchange for the Subscription Shares and the Placing Shares (together the "**New Ordinary Shares**") to be admitted to trading on AIM. It is expected that admission to trading on AIM ("**Admission**") will become effective and that dealings in the New Ordinary Shares will commence on AIM at 8.00 a.m. on 20 April 2020.

The New Ordinary Shares will be issued and credited as fully paid and will rank in full for all dividends and other distributions declared, made or paid after the admission of those Ordinary Shares and will otherwise rank on Admission pari passu in all respects with each other and with the existing ordinary shares in the Company.

The Placing is conditional upon, inter alia, Admission taking place by no later than 8.00 a.m. on 20 April 2020 (or such later date as Cenkos may agree in writing with the Company, being not later than 8.00 a.m. on 4 May 2020) and the Placing Agreement entered into between the Company and Cenkos not being terminated prior to Admission. If any of the conditions of the Placing Agreement are not satisfied, the Placing Shares will not be issued and Admission of the Placing Shares will not take place.

Neither the Subscription nor the Placing require shareholder approval and the issue and allotment of the New Ordinary Shares will rely on the Company's existing authorities.

The Placing Shares have not been made available to the public and have not been offered or sold in any jurisdiction where it would be unlawful to do so.

This Announcement should be read in its entirety. In particular, your attention is drawn to the "Important Notices" section of this Announcement, to the detailed terms and conditions of the Placing and further information relating to the Bookbuild described in the Appendix to this Announcement (which forms part of this Announcement).

By choosing to participate in the Placing and by making an oral and legally binding offer to acquire Placing Shares, investors 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 of the Placing contained herein, and to be providing the representations, warranties and acknowledgements contained in the Appendix. Investors should also read and understand the information provided in the Important Notice in the next section of this Announcement.

For further information please visit www.empyreanenergy.com or contact the following:

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Important Notices

This Announcement is released by Empyrean Energy plc and contains inside information for the purposes of Article 7 of the Market Abuse Regulation (EU) 596/2014 ("**MAR**"), encompassing information relating to the Placing described above, and is disclosed in accordance with the Company's obligations under Article 17 of MAR.

For the purposes of MAR and Article 2 of Commission Implementing Regulation (EU) 2016/1055, this Announcement is being made on behalf of the Company by Thomas Kelly, CEO.

This Announcement contains (or may contain) certain forward-looking statements with respect to certain of the Company's plans and its current goals and expectations relating to its future financial condition and performance and which involve a number of risks and uncertainties. The Company cautions readers that no forward-looking statement is a guarantee of future performance and that actual results could differ materially from those contained in the forward-looking statements. These forward-looking statements can be identified by the fact that they do not relate only to historical or current facts. Forward-looking

statements sometimes use words such as "aim", "anticipate", "target", "expect", "estimate", "intend", "plan", "goal", "believe", or other words of similar meaning. By their nature, forward-looking statements involve risk and uncertainty because they relate to future events and circumstances, including, but not limited to, economic and business conditions, the effects of continued volatility in credit markets, market-related risks such as changes in the price of commodities or changes in interest rates and foreign exchange rates, the policies and actions of governmental and regulatory authorities, changes in legislation, the further development of standards and interpretations under International Financial Reporting Standards ("**IFRS**") applicable to past, current and future periods, evolving practices with regard to the interpretation and application of standards under IFRS, the outcome of pending and future litigation or regulatory investigations, the success of future explorations, acquisitions and other strategic transactions and the impact of competition. A number of these factors are beyond the Company's control. As a result, the Company's actual future results may differ materially from the plans, goals, and expectations set forth in the Company's forward-looking statements. You should not place undue reliance on forward-looking statements. Any forward-looking statements made in this Announcement by or on behalf of the Company speak only as of the date they are made. Except as required by the FCA, the London Stock Exchange or applicable law, the Company expressly disclaims any obligation or undertaking to release publicly any updates or revisions to any forward-looking statements contained in this Announcement to reflect any changes in the Company's expectations with regard thereto or any changes in events, conditions or circumstances on which any such statement is based.

This Announcement is for information purposes only and shall not constitute an offer to buy, sell, issue, or subscribe for, or the solicitation of an offer to buy, sell, issue, or subscribe for any securities, nor shall there be any offer, solicitation or sale of securities in any jurisdiction in which such offer, solicitation or sale would be unauthorised or unlawful prior to registration or qualification under the securities laws of any such jurisdiction. Any failure to comply with these restrictions may constitute a violation of the securities law of any such jurisdiction.

The Placing Shares have not been and will not be registered under the U.S. Securities Act or with any securities regulatory authority of any state or other jurisdiction of the United States and may not be offered, sold, delivered or transferred, directly or indirectly, in or into 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. The Company does not intend to register any portion of the Placing in the United States or to conduct a public offering of securities in the United States.

This Announcement does not contain an offer or constitute any part of an offer to the public within the meaning of Sections 85 and 102B of the FSMA or otherwise. All offers of Placing Shares will be made pursuant to an exemption under the Prospectus Regulation and no prospectus will be made available in connection with the matters contained in this Announcement and no such prospectus is required to be published. This Announcement is not an "approved prospectus" within the meaning of Section 85(7) of FSMA and a copy of it has not been, and will not be, delivered to the FCA in accordance with the Prospectus Rules or delivered to any other authority which could be a competent authority for the purpose of the Prospectus Regulation. Its contents have not been examined or approved by the London Stock Exchange, nor has it been approved by an "authorised person" for the purposes of Section 21 of FSMA. This Announcement is being distributed to persons in the United Kingdom only in circumstances in which section 21(1) of the FSMA does not apply.

This Announcement is directed only at: (a) persons in the UK or in member states of the European Economic Area who are qualified investors within the meaning of article 2(e) of the Prospectus Regulation ("**Qualified Investors**") and (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 "**Order**"), or are high net worth companies, unincorporated associations or partnerships or trustees of high value trusts as described in article 49(2) of the Order and (ii) are "qualified investors" as defined in section 86 of FSMA and (c) otherwise, to persons to whom it may otherwise be lawful to communicate it (all such persons together being referenced to as "**Relevant Persons**"). Any investment in connection with the Placing will only be available to, and will only be engaged with, Relevant Persons. Any person who is not a Relevant Person should not act or rely on this Announcement or any of its contents. Members of the public are not eligible to take part in the Placing.

This Announcement has been issued by and is the sole responsibility of the Company. 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 Cenkos (apart from the responsibilities or liabilities that may be imposed by the FSMA or other regulatory regime established thereunder) or by any of its respective affiliates or agents 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.

Cenkos, who is authorised and regulated in the United Kingdom by the FCA, is the Company's nominated adviser and broker. Cenkos' responsibilities as the Company's nominated adviser under the AIM Rules are owed solely to the London Stock Exchange and are not owed to the Company or to any Director or to any other person. Cenkos is acting exclusively for the Company and nobody else in connection with the Placing and will not regard any other person (whether or not a recipient of this Announcement) as a client in relation to the Placing and will not be responsible to anyone other than the Company for providing the protections afforded to clients of Cenkos or for providing advice in relation to the Placing or any matters referred to in this Announcement.

The distribution of this Announcement and the offering of the Placing Shares in certain jurisdictions may be restricted by law. No action has been taken by the Company or Cenkos that would permit an offering of such shares or possession or distribution of this Announcement or any other offering or publicity material relating to such shares in any jurisdiction where action for that purpose is required. Persons into whose possession this Announcement comes are required to inform themselves about, and to observe such restrictions.

The Announcement does not constitute a recommendation concerning any investor's options with respect to the Placing. The Placing Shares to which this Announcement relates may be illiquid and / or subject to restrictions on their resale. Prospective purchasers of the Placing Shares should conduct their own due diligence, analysis and evaluation of the business and date described in this Announcement, including the Placing Shares. The pricing and value of securities can go down as well as up. Past performance is not a guide to future performance. The contents of this Announcement are not to be construed as financial, legal, business or tax advice. If you do not understand the contents of this Announcement you should consult an authorised financial adviser, legal adviser, business adviser or tax adviser for financial, legal, business or tax advice.

The information in this Announcement may not be forwarded or distributed to any other person and may not be reproduced in any manner whatsoever. Any forwarding, distribution, dissemination, reproduction, or disclosure of this information in whole or in part is unauthorised. Failure to comply with this directive may result in a violation of the U.S. Securities Act or the applicable laws of other jurisdictions.

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

Neither the content of the Company's website nor any website accessible by hyperlinks on the Company's website is incorporated in, or forms part of, this Announcement.

Information 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 Placing Shares 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, Cenkos will only procure 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 or 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.

Terms and Conditions of the Placing

IMPORTANT INFORMATION FOR INVITED PLACEES ONLY REGARDING THE PLACING.

THIS ANNOUNCEMENT, INCLUDING THE APPENDICES (TOGETHER, THE "ANNOUNCEMENT") AND THE INFORMATION CONTAINED HEREIN IS RESTRICTED AND IS NOT FOR PUBLICATION, PUBLIC RELEASE OR DISTRIBUTION, DIRECTLY OR INDIRECTLY, IN OR INTO OR FROM THE UNITED STATES, AUSTRALIA, CANADA, JAPAN, NEW ZEALAND, THE REPUBLIC OF SOUTH AFRICA OR ANY JURISDICTION IN WHICH THE SAME WOULD BE UNLAWFUL. PERSONS INTO WHOSE POSSESSION THIS ANNOUNCEMENT (INCLUDING THE APPENDICES) COMES ARE REQUIRED BY THE COMPANY AND CENKOS TO INFORM THEMSELVES ABOUT AND TO OBSERVE ANY SUCH RESTRICTIONS.

THIS ANNOUNCEMENT DOES NOT ITSELF CONSTITUTE AN OFFER OR INVITATION TO UNDERWRITE AN OFFER FOR SALE OR SUBSCRIPTION OF ANY SECURITIES IN THE COMPANY.

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 FOR INFORMATION PURPOSES ONLY AND ARE DIRECTED ONLY AT PERSONS WHO ARE: (A) PERSONS IN THE UK OR MEMBER STATES OF THE EUROPEAN ECONOMIC AREA ("EEA") WHO ARE QUALIFIED INVESTORS WITHIN THE MEANING OF ARTICLE 2(E) OF REGULATION (EU) 2017/1129 (TOGETHER WITH ITS DELEGATED AND IMPLEMENTING REGULATIONS) (THE "**PROSPECTUS REGULATION**") ("**QUALIFIED INVESTORS**"), (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 "**ORDER**"), OR ARE HIGH NET WORTH COMPANIES, UNINCORPORATED ASSOCIATIONS OR PARTNERSHIPS OR TRUSTEES OF HIGH VALUE TRUSTS AS DESCRIBED IN ARTICLE 49(2) OF THE ORDER AND (II) ARE "**QUALIFIED INVESTORS**" AS DEFINED IN SECTION 86 OF THE FINANCIAL SERVICES AND MARKETS ACT 2000, AS AMENDED ("**FSMA**"), AND (C) OTHERWISE, TO PERSONS TO WHOM IT MAY OTHERWISE BE LAWFUL TO COMMUNICATE IT TO (EACH A "**RELEVANT PERSON**"). NO OTHER PERSON SHOULD ACT 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 YOU REPRESENT AND AGREE THAT YOU ARE A RELEVANT PERSON. THIS APPENDIX AND THE TERMS AND CONDITIONS SET OUT HEREIN MUST NOT BE ACTED ON OR RELIED ON BY PERSONS WHO ARE NOT RELEVANT PERSONS. ANY INVESTMENT OR INVESTMENT ACTIVITY TO WHICH THIS ANNOUNCEMENT (INCLUDING 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 ANNOUNCEMENT (INCLUDING THIS APPENDIX) DOES NOT ITSELF CONSTITUTE AN OFFER TO SELL OR ISSUE OR THE SOLICITATION OF AN OFFER TO BUY OR ACQUIRE ANY SECURITIES IN THE COMPANY.

THIS ANNOUNCEMENT (AND THE INFORMATION CONTAINED HEREIN) DOES NOT CONSTITUTE AND MAY NOT BE CONSTRUED AS AN OFFER OF SECURITIES FOR SALE IN THE UNITED STATES, AUSTRALIA, CANADA, JAPAN, THE REPUBLIC OF SOUTH AFRICA OR IN ANY OTHER JURISDICTION IN WHICH THE SAME WOULD BE UNLAWFUL.

THE PLACING SHARES HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE US SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**"), OR UNDER THE APPLICABLE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES, AND MAY NOT BE OFFERED, SOLD, ACQUIRED, RESOLD, TRANSFERRED OR DELIVERED, DIRECTLY OR INDIRECTLY WITHIN, INTO OR IN 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 RELEVANT STATE OR OTHER JURISDICTION OF THE UNITED STATES. THERE WILL BE NO PUBLIC OFFER OF THE PLACING SHARES IN THE UNITED STATES, THE UNITED KINGDOM OR ELSEWHERE.

EACH PLACEE SHOULD CONSULT WITH ITS OWN ADVISERS AS TO LEGAL, TAX, BUSINESS AND RELATED ASPECTS OF A SUBSCRIPTION FOR PLACING SHARES.

Persons (including individuals, funds or otherwise) who are invited to and who have chosen to participate in the Placing (and any person acting in such person's behalf), by making an oral or written offer to subscribe for Placing Shares will be deemed to have read and understood this Announcement, including this Appendix, in its entirety and to be making such offer on the terms and conditions, and to be providing the representations, warranties, acknowledgements, and undertakings contained in this Appendix.

In this Appendix, unless the context otherwise requires, "**Placee**" means a Relevant Person (including individuals, funds or others) by whom or on whose behalf a commitment to subscribe for Placing Shares has

been given. In particular, each such Placée represents, warrants and acknowledges that:

1. it is a Relevant Person (as defined above) 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;
2. in the case of any Placing Shares acquired by it as a financial intermediary, as that term is used in Article 5(1) of the Prospectus Regulation, (i) the Placing Shares acquired by it in the Placing have not been acquired on a non-discretionary basis on behalf of, nor have they been acquired with a view to their offer or resale to, persons in the UK or in any member state of the EEA or to which the Prospectus Regulation otherwise applies other than Qualified Investors or in circumstances in which the prior consent of Cenkos has been given to the offer or resale; or (ii) where Placing Shares have been acquired by it on behalf of persons in the UK or in any member state of the EEA other than Qualified Investors, the offer of those Placing Shares to it is not treated under the Prospectus Regulation as having been made to such persons;
3. except as otherwise permitted by Cenkos, (i) it and the person(s), if any, for whose account or benefit it is acquiring the Placing Shares are purchasing the Placing Shares in an "offshore transaction" as defined in Regulation S under the Securities Act; (ii) it is aware of the restrictions on the offer and sale of the Placing Shares pursuant to Regulation S; and (iii) the Placing Shares have not been offered to it by means of any "directed selling efforts" as defined in Regulation S;
4. it is acquiring the Placing Shares for its own account or is acquiring the Placing Shares for an account with respect to which it exercises sole investment discretion and has the authority to make and does make the representations, warranties, indemnities, acknowledgements and agreements contained in this Announcement;
5. it understands (or, if acting for the account of another person, such person understands) the resale and transfer restrictions set out in this Appendix;
6. it acknowledges that the Placing Shares have not been and will not be registered under the Securities Act or with any securities regulatory authority of any state or other jurisdiction of the United States and may not be offered, sold or transferred, directly or indirectly, 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; and
7. the Company and Cenkos will rely upon the truth and accuracy of the foregoing representations, acknowledgements and agreements.

The Placing Shares have not been approved or disapproved by the US Securities and Exchange Commission, any state securities commission or 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.

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

Details of the Placing

Cenkos has entered into a placing agreement with the Company (the "**Placing Agreement**") under which, subject to the conditions set out therein, it has agreed to use its reasonable endeavours to procure subscribers for the Placing Shares at the Issue Price.

The Placing is conditional upon the Placing Agreement becoming unconditional in all respects.

The Placing Shares will, when issued, rank *pari passu* in all respects with the Existing Ordinary Shares, including the right to receive dividends and other distributions declared, made or paid following Admission.

Application for admission to trading

Application for Admission in respect of the Placing Shares will be made to the London Stock Exchange. It is expected that Admission will become effective and that dealings in the Placing Shares will commence on AIM at 8.00 a.m. on 20 April 2020, and in any event no later than 4 May 2020. The Placing Shares will not be admitted to trading on any stock exchange other than AIM.

Bookbuild

Cenkos will today commence the bookbuilding process in respect of the Placing (the "**Bookbuild**") to determine demand for participation in the Placing by Placees. This Appendix gives details of the terms and conditions of, and the mechanics of participation in, the Placing. No commissions will be paid to Placees or by Placees in respect of any Placing Shares.

Cenkos and the Company shall be entitled to effect the Placing by such alternative method to the Bookbuild as they may, in their sole discretion, determine.

Participation in, and principal terms of, the Placing

Cenkos is arranging the Placing as agent for and on behalf of the Company. Participation in the Placing will only be available to Placees who may lawfully be, and are, invited to participate by Cenkos. Cenkos' agents and their respective affiliates are each entitled to enter bids in the Bookbuild as principal.

The Placing Shares shall be issued at the Issue Price. The number of Placing Shares to be issued will be agreed between Cenkos and the Company following completion of the Bookbuild. The number of Placing Shares will be announced on a Regulatory Information Service following the completion of the Bookbuild.

To bid in the Bookbuild, Placees should communicate their bid by telephone or in writing to their usual sales contact at Cenkos. Each bid should state the number of Placing Shares which the prospective Placee wishes to acquire at the Issue Price. Bids may be scaled down by Cenkos on the basis referred to below.

The Bookbuild is expected to close at close of business on 14 April 2020, but may be closed earlier or later at the absolute discretion of Cenkos. Cenkos may, in agreement with the Company, accept bids that are received after the Bookbuild has closed. The Company reserves the right (upon the agreement of Cenkos) to reduce or seek to increase (subject to the maximum size referred to in the Announcement) the amount to be raised pursuant to the Placing.

Cenkos will determine in its absolute discretion (in consultation with the Company) the extent of each Placee's participation in the Placing, which will not necessarily be the same for each Placee and this will be confirmed orally or in writing by Cenkos as agent of the Company ("**Confirmation**"). No element of the Placing will be underwritten. Confirmation will constitute an irrevocable legally binding commitment upon that person (who will at that point become a Placee) to subscribe for the number of Placing Shares allocated to it at the Issue Price on the terms and conditions set out in this Appendix (a copy of the terms and conditions having been provided to the Placee prior to or at the same time as such oral or written confirmation) and in accordance with the Articles. Each prospective Placee's allocation and commitment will be evidenced by a contract note or an electronic trade confirmation issued to such Placee by Cenkos. The terms of this Appendix will be deemed incorporated by reference therein. For the avoidance of doubt, the Confirmation constitutes each Placee's irrevocable legally binding agreement, subject to the Placing Agreement not having been terminated, to pay the aggregate settlement amount for the Placing Shares to be subscribed for by that Placee regardless of the total number of Placing Shares (if any) subscribed for by any other investor(s) and, except with the consent of Cenkos, the Confirmation will not be capable of variation or revocation after the time at which it is submitted.

Cenkos reserves the right to scale back the number of Placing Shares to be subscribed by any Placee in the event of an oversubscription under the Placing. Cenkos also reserves the right not to accept offers for Placing Shares or to accept such offers in part rather than in whole.

Each Placee will be required to pay to Cenkos (or as it may direct), on the Company's behalf, the Issue Price for each Placing Share agreed to be acquired by it under the Placing in accordance with the terms set out herein. Each Placee's obligation to acquire and pay for Placing Shares under the Placing will be owed to the Cenkos and the Company. Each Placee has an immediate, separate, irrevocable and binding obligation, owed to Cenkos, to pay to Cenkos (or as it may direct) in cleared funds an amount equal to the product of the Issue Price and the number of Placing Shares such Placee has agreed to subscribe for. Each Placee will be deemed to have read and understood this Appendix in its entirety, to be participating in the Placing upon the terms and conditions contained in this Appendix, and to be providing the representations, warranties, agreements, acknowledgements and undertakings, in each case as contained in this Appendix. To the fullest extent permitted by law and applicable FCA rules (the "**FCA Rules**"), none of (i) Cenkos, (ii) any of its directors, officers, employees or consultants, or (iii) to the extent not contained within (i) or (ii), any person connected with Cenkos as defined in the FCA Rules ((i), (ii) and (iii) being together "**affiliates**" and individually an "**affiliate**"), shall have any liability to Placees or to any person other than the Company in respect of the Placing.

Irrespective of the time at which a Placee's participation in the Placing is confirmed, settlement for all Placing Shares to be acquired pursuant to the Placing will be required to be made at the same time, on the

basis explained below under 'Registration and settlement'.

Completion of the Placing will be subject to the fulfilment of the conditions referred to below under 'Conditions of the Placing' and to the Placing not being terminated on the basis referred to below under 'Termination of the Placing Agreement'. In the event that the Placing Agreement is not entered into or does not otherwise become unconditional in any respect or, after having been entered into, is terminated, the Placing will not proceed and all funds delivered by the Placee to Cenkos (or as it may direct) in respect of the Placee's participation will be returned to the Placee at the Placee's risk without interest.

By participating in the Placing, each Placee agrees that its rights and obligations in respect of the Placing will terminate only in the circumstances described below and will not otherwise be capable of rescission or termination by the Placee.

By participating in the Placing, each Placee is deemed to have read and understood this Announcement, including the Appendices, in its entirety and to be making such offer on the terms and conditions, and to be providing the representations, warranties, acknowledgements, and undertakings contained in the Appendices.

To the fullest extent permissible by law, neither the Company, nor Cenkos nor any of their respective affiliates shall have any liability to Placees (or to any other person whether acting on behalf of a Placee or otherwise). In particular, neither Cenkos nor any of its affiliates shall have any liability (including to the extent permissible by law, any fiduciary duties) in respect of Cenkos' conduct of the Bookbuild or of such alternative method of effecting the Placing as Cenkos and the Company may agree.

Conditions of the Placing

The obligations of Cenkos 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);
- (b) Admission having occurred not later than 8.00 a.m. on 20 April 2020 or such later date as the Company and Cenkos may agree, but in any event not later than 8.00 a.m. on 4 May 2020.

If (i) any of the conditions contained in the Placing Agreement are not fulfilled or waived by 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.

Cenkos at its absolute discretion 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 or otherwise extend the time for fulfilment of all or any part of such conditions. Any such waiver or extension will not affect Placees' commitments as set out in this Announcement (including this Appendix).

None of Cenkos, the Company or 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 Cenkos.

Termination of the Placing Agreement

Cenkos is entitled at any time before Admission, to terminate the Placing Agreement in relation to its obligations in respect of the Placing Shares by giving notice to the Company if, amongst other things:

- (a) the Company has failed to or is unable to comply with any of its obligations under the Placing Agreement in any material respect; or
- (b) any statement in the placing documents has become or been discovered to be untrue, inaccurate or misleading or that there has been a material omission therefrom; or
- (c) any warranty given by the Company in the Placing Agreement is, or would be if repeated at any time up to Admission (by reference to the facts then subsisting), untrue, inaccurate or misleading;

or

- (d) there shall have occurred (i) any change, or development involving a prospective change, in national or international, military, diplomatic, monetary, economic, political, financial, industrial or market conditions or exchange rates or exchange controls, or any incident of terrorism or outbreak or escalation of hostilities or any declaration by the UK or the US of a national emergency or war or any other calamity or crisis; or (ii) a suspension of trading in securities generally on the London Stock Exchange or New York Stock Exchange or trading is limited or minimum prices established on any such exchange; or (iii) a declaration of a banking moratorium in London, Dublin or by the US federal or New York State authorities or any material disruption to commercial banking or securities settlement or clearance services in the US or the UK, which, in each case, in the opinion of Cenkos acting in good faith, would or would be likely to prejudice materially the Company or the Placing, or make the success of the Placing doubtful or makes it impracticable or inadvisable to proceed with the Placing.

Upon such termination, the parties to the Placing Agreement shall be released and discharged (except for any liability arising before or in relation to such termination) from their respective obligations under or pursuant to the Placing Agreement, subject to certain exceptions.

By participating in the Placing, Placees agree that the exercise by Cenkos of any right of termination or other discretion under the Placing Agreement shall be within the absolute discretion of Cenkos and that they need not make any reference to Placees and that they shall have no liability to Placees whatsoever in connection with any such exercise or failure so to exercise.

No prospectus

No offering document, prospectus or admission document has been or will be submitted to be approved by the FCA or submitted to the London Stock Exchange in relation to the Placing and no such prospectus is required (in accordance with the Prospectus Regulation) and Placees' commitments will be made solely on the basis of their own assessment of the Company, the Placing Shares and the Placing based on the Company's publicly available information taken together with the information contained in this Announcement (including this Appendix) released by the Company today and any information publicly announced to a Regulatory Information Service by or on behalf of the Company on or prior to the date of this Announcement, and subject to the further terms set forth in the contract note to be provided to individual prospective Placees.

Each Placee, by accepting a participation in the Placing, agrees that the content of this Announcement (including this Appendix) is exclusively the responsibility of the Company and confirms that it has neither received nor relied on any other information, representation, warranty, or statement made by or on behalf of the Company, Cenkos or any other person and neither Cenkos nor the Company nor any other person will be liable for any Placee's decision to participate in the Placing based on any other information, representation, warranty or statement which the Placees may have obtained or received. 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. No Placee should consider any information in this Announcement (including this Appendix) to be legal, tax or business advice. Each Placee should consult its own legal adviser, tax adviser and/or business adviser for legal, tax and business advice regarding an investment in the Placing Shares. Nothing in this paragraph shall exclude the liability of any person for fraudulent misrepresentation.

Registration and settlement

Settlement of transactions in the Placing Shares following Admission will take place within the system administered by CREST, subject to certain exceptions. The Company reserves the right to require settlement for and delivery of the Placing Shares (or a portion thereof) to Placees by such other means that it deems necessary, including in certificated form if, in the reasonable opinion of Cenkos, delivery or settlement is not possible or practicable within the CREST system or would not be consistent with the regulatory requirements in the Placee's jurisdiction.

Participation in the Placing is only available to persons who are invited to participate in it by Cenkos.

A Placee's commitment to acquire a fixed number of Placing Shares under the Placing will be agreed orally or in writing with Cenkos. Such agreement will constitute a legally binding commitment on such Placee's part to acquire that number of Placing Shares at the Issue Price on the terms and conditions set out or referred to in the Appendices and subject to the Articles.

Following the close of the Bookbuild, each Placee allocated Placing Shares in the Placing will be sent a contract note or electronic trade confirmation in accordance with the standing arrangements in place with

Cenkos, stating the number of Placing Shares allocated to it at the Issue Price, the aggregate amount owed by such Placee to Cenkos and settlement instructions.

Each Placee agrees that it will do all things necessary to ensure that delivery and payment is completed in accordance with the standing CREST or certificated settlement instructions that it has in place with Cenkos. For the avoidance of doubt, Placing allocations will be booked with a trade date of 15 April 2020 and settlement date of 20 April 2020. Settlement will take place on a delivery versus payment basis.

The Company will deliver the Placing Shares to the relevant CREST accounts operated by Cenkos as agent for the Company and Cenkos will enter their delivery (DEL) instruction into the CREST system. The input to CREST by a Placee of a matching or acceptance instruction will then allow delivery of the relevant Placing Shares to that Placee against payment.

Interest is chargeable daily on payments not received from Placees on the due date in accordance with the arrangements set out above at the rate of two percentage points above LIBOR as determined by Cenkos.

Each Placee is deemed to agree that, if it does not comply with these obligations, the Company may sell any or all of the Placing Shares allocated to that Placee on such Placee's behalf and retain from the proceeds, for the Company's account and benefit, an amount equal to the aggregate amount owed by the Placee plus any interest due. 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 thereon or other similar taxes imposed in any jurisdiction) which may arise upon the sale of such Placing Shares on such Placee's behalf. By communicating a bid for Placing Shares, each Placee confers on Cenkos all such authorities and powers necessary to carry out any such transaction and agrees to ratify and confirm all actions which Cenkos lawfully takes on such Placee's behalf.

If Placing Shares are to be delivered to a custodian or settlement agent, Placees should ensure that the contract note or electronic trade confirmation is copied and delivered immediately to the relevant person within that organisation. Insofar as Placing Shares are registered in a Placee's name or that of its nominee or in the name of any person for whom a Placee is contracting as agent or that of a nominee for such person, such Placing Shares should, subject as provided below, be so registered free from any liability to UK stamp duty or stamp duty reserve tax. If there are any other circumstances in which any stamp duty or stamp duty reserve tax (including any interest and penalties relating thereto) is payable in respect of the allocation, allotment, issue or delivery of the Placing Shares (or for the avoidance of doubt if any stamp duty or stamp duty reserve tax is payable in connection with any subsequent transfer of or agreement to transfer Placing Shares), neither Cenkos nor the Company shall be responsible for the payment thereof. Placees will not be entitled to receive any fee or commission in connection with the Placing.

Representations and warranties

By submitting a bid and/or participating in the Placing, each Placee (and any person acting on such Placee's behalf) acknowledges, undertakes, represents, warrants and agrees (as the case may be) that:

1. it has read and understood this Announcement, including this Appendix, in its entirety and that its participation in the Placing and its acquisition of Placing Shares is subject to and based upon all the terms, conditions, representations, warranties, acknowledgements, agreements and undertakings and other information contained herein;
2. it has received this Announcement solely for its use and has not redistributed or duplicated it and it will not redistribute or duplicate this Announcement or any other materials concerning the Placing (including any electronic copies thereof);
3. no offering document, prospectus or admission document has been or will be prepared in connection with the Placing and it has not received and will not receive a prospectus, admission document or other offering document in connection with the Bookbuild, the Placing or the Placing Shares;
4. its participation in the Placing shall also be subject to the provisions of the Placing Agreement and the Articles;
5. (i) it has made its own assessment of the Company, the Placing Shares and the terms of the Placing based on this Announcement (including this Appendix) and any information publicly announced to a Regulatory Information Service by or on behalf of the Company prior to the date of this Announcement (the "**Publicly Available Information**"); (ii) the Ordinary Shares are admitted to trading on AIM, and the Company is therefore required to publish certain business and financial information in accordance with the rules and practices of AIM (the "**Exchange Information**"), which

includes a description of the nature of the Company's business and the Company's most recent balance sheet and profit and loss account and that it is able to obtain or access such Exchange Information without undue difficulty and is able to obtain access to such information or comparable information concerning any other publicly traded company without undue difficulty and (iii) it has had access to such financial and other information (including the business, financial condition, prospects, creditworthiness, status and affairs of the Company, the Placing and the Placing Shares, as well as the opportunity to ask questions) concerning the Company, the Placing and the Placing Shares as it has deemed necessary in connection with its own investment decision to acquire any of the Placing Shares and has satisfied itself that the information is still current and relied on that investigation for the purposes of its decision to participate in the Placing;

6. neither Cenkos, the Company nor any of their respective affiliates, agents, directors, officers, employees or any person acting on behalf of any of them has provided, and will not provide, it with any material regarding the Placing Shares or the Company other than the information included in this Announcement; nor has it requested Cenkos, the Company, any of their respective affiliates or any person acting on behalf of any of them to provide it with any such information;
7. the content of this Announcement (including this Appendix) is exclusively the responsibility of the directors of the Company and Company and that neither Cenkos, nor any person acting on its behalf has or shall have any liability for any information, representation or statement contained in this Announcement or any information previously published by or on behalf of the Company and will not be liable for any Placee's decision to participate in the Placing based on any information, representation or statement contained in this Announcement or otherwise. Each Placee further represents, warrants and agrees that the only information on which it is entitled to rely and on which such Placee has relied in committing itself to subscribe for the Placing Shares is contained in this Announcement and any Publicly Available Information (including the Exchange Information), such information being all that it deems necessary 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, warranties or statements made by Cenkos or the Company or their respective affiliates and neither Cenkos nor the Company nor their respective affiliates will be liable for any Placee's decision to accept an invitation to participate in the Placing based on any other information, representation, warranty or statement. Each Placee irrevocably and unconditionally waives any rights it may have in respect of any other information or representation. Each Placee further acknowledges and agrees that it has relied on its own investigation of the business, financial or other position of the Company in deciding to participate in the Placing;
8. to the extent it has received any inside information (for the purposes of the Market Abuse Regulation (EU Regulation No. 596/2014 ("**MAR**")) and section 56 of the Criminal Justice Act 1993) in relation to the Company and its securities, it has not: (a) dealt (or attempted to deal) in the securities of the Company; (b) encouraged, recommended or induced another person to deal in the securities of the Company; or (c) unlawfully disclosed inside information to any person, prior to the information being made publicly available;
9. neither Cenkos nor any person acting on its behalf nor any of their respective affiliates has or shall have any liability for any Publicly Available Information (including any Exchange Information), or any representation relating to the Company, provided that nothing in this paragraph excludes the liability of any person for fraudulent misrepresentation made by that person;
10. it has complied with its obligations under the Criminal Justice Act 1993, MAR and in connection with money laundering and terrorist financing under the Proceeds of Crime Act 2002 (as amended), the Terrorism Act 2000 (as amended), the Terrorism Act 2006 and the Money Laundering Regulations 2007, the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 (the "**Regulations**") and any related or similar rules, regulations or guidelines, issued, administered or enforced by any government agency having jurisdiction in respect thereof and the Money Laundering Sourcebook of the FCA and, if making payment on behalf of a third party, that satisfactory evidence has been obtained and recorded by it to verify the identity of the third party as required by the Regulations;
11. if it is a financial intermediary, as that term is used in Article 5(1) of the Prospectus Regulation, the Placing Shares subscribed for 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 the UK or in a member state of the EEA or to which the Prospectus Regulation otherwise applies other than to qualified investors as defined in Article 2(e) of the Prospectus Regulation, or in circumstances in which the prior written consent of Cenkos has been given to the proposed offer or resale;

12. 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;
13. it has not offered or sold and will not offer or sell any Placing Shares to persons in the EEA prior to Admission 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 in and which will not result in an offer to the public in the UK or in any member state of the EEA within the meaning of the Prospectus Regulation (including any relevant implementing measure in the UK or in any member state);
14. 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 and it acknowledges that this Announcement has not been approved by Cenkos in its capacity as an authorised person under section 21 of FSMA;
15. it has complied and will comply with all applicable provisions of FSMA with respect to anything done by it in relation to the Placing Shares in, from or otherwise involving, the United Kingdom;
16. if within the United Kingdom, it is a person falling within Article 19(5) and/or Article 49(2)(a) to (d) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005, as amended, and is a qualified investor as defined in Section 86 of FMSA or is a person to whom this Announcement may otherwise be lawfully communicated;
17. any offer of Placing Shares may only be directed at persons in the UK or in member states of the EEA who are "qualified investors" within the meaning of Article 2(e) of the Prospectus Regulation and represents and agrees that, in the EEA, it is such a qualified investor;
18. (i) it and any person acting on its behalf is entitled to subscribe for Placing Shares under the laws of all relevant jurisdictions which apply to it, (ii) it has all necessary capacity and has obtained all necessary consents and authorities to enable it to commit to this participation in the Placing (including executing and delivering all documents necessary for such participation), (iii) it is and will remain liable to the Company and/or Cenkos for the performance of all of 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 this Announcement) and will honour such obligations, and that its subscription of the Placing Shares will be in compliance with applicable laws and regulations in the jurisdiction of its residence, the residence of the Company, or otherwise, (iv) it has paid any issue, transfer or other taxes due in connection with its participation in any territory and (v) it has not taken any action which will or may result in the Company, Cenkos or any of their respective affiliates or any person acting on their behalf being in breach of the legal and/or regulatory requirements of any territory in connection with the Placing. Each Placee agrees that the provisions of this paragraph 18 shall survive the resale of the Placing Shares by or on behalf of any person for whom it is acting;
19. the Placing Shares have not been and will not be registered under the Securities Act or with any securities regulatory authority of any state or jurisdiction of the United States, or the relevant Australian, Canadian, Japanese, New Zealand or South African securities legislation and therefore the Placing Shares may not be offered, sold, transferred or delivered directly or indirectly into the United States, Australia, Canada, Japan, New Zealand or the Republic of South Africa or their respective territories and possessions, except subject to limited exemptions;
20. it has complied with all relevant laws and regulations of all relevant territories, obtained all requisite governmental or other consents which may be required in connection with the Placing Shares, complied with all requisite formalities and that it has not taken any action or omitted to take any action which will or may result in Cenkos, the Company or any of their respective directors, officers, agents, employees or advisers acting in breach of the legal or regulatory requirements of any territory in connection with the Placing;
21. its purchase of Placing Shares does not trigger, in the jurisdiction in which it is resident or located: (i) any obligation to prepare or file a prospectus or similar document or any other report with respect to such purchase; (ii) any disclosure or reporting obligation of the Company; or (iii) any registration or other obligation on the part of the Company;

22. it (and any person acting on its behalf) has the funds available to pay for the Placing Shares for which it has agreed to subscribe and it will make payment for the Placing Shares allocated to it in accordance with this Announcement on the due time and date set out herein, failing which the relevant Placing Shares may be placed with other subscribers or sold as Cenkos may in its absolute discretion determine and it will remain liable for any amount by which the net proceeds of such sale falls short of the product of the Issue Price and the number of Placing Shares allocated to it and may be required to bear any stamp duty for stamp duty reserve tax (together with any interest or penalties due pursuant to the terms set out or referred to in this Announcement) which may arise upon the sale of such Placee's Placing Shares on its behalf;
23. neither Cenkos nor any of its affiliates, nor any person acting on behalf of any of them, is making any recommendations to it, advising it regarding the suitability of any transactions it may enter into in connection with the Placing and that participation in the Placing is on the basis that it is not and will not be a client of Cenkos for the purposes of the Placing and that Cenkos has no duties or responsibilities to it for providing the protections afforded to their clients or for providing advice in relation to the Placing nor in respect of any representations, warranties, undertakings or indemnities contained in the Placing Agreement nor for the exercise or performance of any of their rights and obligations thereunder including any rights to waive or vary any conditions or exercise any termination right;
24. the person whom it specifies for registration as holder of the Placing Shares will be (i) itself or (ii) its nominee, as the case may be. Neither Cenkos nor the Company will be responsible for any liability to stamp duty or stamp duty reserve tax resulting from a failure to observe this requirement. Each Placee and any person acting on behalf of such Placee agrees to participate in the Placing and it agrees to indemnify the Company and Cenkos on an after-tax basis in respect of the same on the basis that the Placing Shares will be allotted to the CREST stock account of Cenkos who will hold them as nominee on behalf of such Placee until settlement in accordance with its standing settlement instructions;
25. these terms and conditions and any agreements entered into by it pursuant to these terms and conditions and any non-contractual obligations arising out of or in connection with such agreements shall be governed by and construed in accordance with the laws of England and Wales and it submits (on behalf of itself and on behalf of any person 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 the Company or Cenkos 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. Cenkos and its affiliates will rely upon the truth and accuracy of the representations, warranties and acknowledgements set forth herein and which are irrevocable and it irrevocably authorises Cenkos to produce this Announcement, pursuant to, in connection with, or as may be required by any applicable law or regulation, administrative or legal proceeding or official inquiry with respect to the matters set forth herein;
27. it agrees to indemnify on an after tax basis and hold the Company and Cenkos and their respective affiliates harmless from any and all costs, claims, liabilities and expenses (including legal fees and expenses) arising out of or in connection with any breach of the representations, warranties, acknowledgements, agreements and undertakings in the Appendices and further agrees that the provisions of the Appendices shall survive after completion of the Placing;
28. it will acquire any Placing Shares subscribed for by it for its account or for one or more accounts as to each of which it exercises sole investment discretion and it has full power to make the acknowledgements, representations and agreements herein on behalf of each such account;
29. its commitment to subscribe for Placing Shares on the terms set out herein and in the relevant contract notes will continue notwithstanding any amendment that may in future be made to the terms 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 conduct of the Placing. The foregoing representations, warranties and confirmations are given for the benefit of the Company and Cenkos. The agreement to settle a Placee's subscription (and/or the subscription of a person for whom such Placee is contracting as agent) free of stamp duty and stamp duty reserve tax depends on the settlement relating only to the subscription by it and/or such person direct from the Company for the Placing Shares in question. Such agreement assumes, and is based on a warranty from each Placee, that neither it, nor the person specified by it for registration as holder, of Placing

Shares is, or is acting as nominee or agent for, and that the Placing Shares will not be allotted to, a person who is or may be liable to stamp duty or stamp duty reserve tax under any of sections 67, 70, 93 and 96 of the Finance Act 1986 (depository receipts and clearance services). If there are any such arrangements, or the settlement relates to any other dealing in the Placing Shares, stamp duty or stamp duty reserve tax may be payable. In that event the Placee agrees that it shall be responsible for such stamp duty or stamp duty reserve tax, and neither Cenkos nor the Company shall be responsible for such stamp duty or stamp duty reserve tax. If this is the case, each Placee should seek its own advice and notify Cenkos accordingly;

30. no action has been or will be taken by any of the Company, Cenkos or any person acting on behalf of the Company or Cenkos that would, or is intended to, permit a public offer of the Placing Shares in any country or jurisdiction where any such action for that purpose is required;
31. in making any decision to subscribe for the Placing Shares, it has knowledge and experience in financial, business and international investment matters as is required to evaluate the merits and risks of subscribing for the Placing Shares. It further confirms that it is experienced in investing in securities of this nature in this sector 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. It further confirms that it relied on its own examination and due diligence of the Company and its associates taken as a whole, and the terms of the Placing, including the merits and risks involved;
32. it has (a) made its own assessment and satisfied itself concerning legal, regulatory, tax, business and financial considerations in connection herewith to the extent it deems necessary; (b) had access to review Publicly Available Information concerning the Company that it considers necessary or appropriate and sufficient in making an investment decision; (c) reviewed such information as it believes is necessary or appropriate in connection with its subscription of the Placing Shares; and (d) made its investment decision based upon its own judgment, due diligence and analysis and not upon any view expressed or information provided by or on behalf of Cenkos;
33. it may not rely on any investigation that Cenkos or any person acting on its behalf may or may not have conducted with respect to the Company, or the Placing and Cenkos has not made any representation to it, express or implied, with respect to the merits of the Placing, the subscription for the Placing Shares, or as to the condition, financial or otherwise, of the Company, or as to any other matter relating thereto, and nothing herein shall be construed as a recommendation to it to subscribe for the Placing Shares. It acknowledges and agrees that no information has been prepared by Cenkos or the Company for the purposes of this Placing;
34. it will not hold Cenkos or any of its affiliates or any person acting on their behalf responsible or liable for any misstatements in or omission from any Publicly Available Information relating to the Company or information made available (whether in written or oral form) in presentations or as part of roadshow discussions with investors relating to the Company (the "**Information**") and that neither Cenkos nor any person acting on its behalf makes any representation or warranty, express or implied, as to the truth, accuracy or completeness of such Information or accepts any responsibility for any of such Information;
35. the Placee is either (A) a person located outside the United States and is subscribing for Placing Shares only in an "offshore transaction" as defined in and pursuant to Regulation S, or (B) within the United States and a "qualified institutional buyer" within the meaning of Rule 144A under the Securities Act and is not subscribing for Placing Shares with a view to the offer, sale, resale, transfer, delivery or distribution, directly or indirectly, of any Placing Shares in or into the United States, and has or will have executed and delivered a U.S. investor representation letter substantially in the form set out in the letter provided to it by Cenkos to the addressees specified therein;
36. the Placee is not acquiring Placing Shares as a result of any "directed selling efforts" as defined in Regulation S;
37. it is not acting on a non-discretionary basis for the account or benefit of a person located within the United States at the time the undertaking to subscribe for Placing Shares is given;
38. it irrevocably appoints any director, duly authorised officer or employee of the Company and any director of Cenkos to be its agent and on its behalf (without any obligation or duty to do so), to sign, execute and deliver any documents and do all acts, matters and things as may be necessary for, or incidental to, its acquisition of all or any of the Placing Shares for which it has given a commitment under the Placing, in the event of its own failure to do so;

39. it acknowledges and agrees that information provided by it to the Company or the Company's registrar will be stored on the Company's registrar's computer system and manually. It acknowledges and agrees that for the purposes of the General Data Protection Regulation (Regulation (EU) 2016/679) and the Data Protection Act 2018 (together, the "**Data Protection Law**") and other relevant data protection legislation which may be applicable, the Company's registrar is required to specify the purposes for which it will hold personal data. The Company's registrar will only use such information for the purposes set out below (collectively, the "**Purposes**"), being to: (i) process its personal data (including sensitive personal data) as required by or in connection with its holding of Placing Shares, including processing personal data in connection with credit and money laundering checks on it; (ii) communicate with it as necessary in connection with its affairs and generally in connection with its holding of Placing Shares; (iii) provide personal data to such third parties as the Company's registrar may consider necessary in connection with its affairs and generally in connection with its holding of Placing Shares or as the Data Protection Law may require, including to third parties outside the United Kingdom or the EEA; and (iv) without limitation, provide such personal data to the Company, Cenkos, and their respective associates for processing, notwithstanding that any such party may be outside the United Kingdom or the EEA; and
40. the foregoing representations, warranties and confirmations are given for the benefit of the Company and Cenkos and are irrevocable. The Company, Cenkos and their respective affiliates, agents, directors, officers and employees and others will rely upon the truth and accuracy of the foregoing acknowledgements, representations, warranties and agreements and it agrees that if any of the acknowledgements, representations, warranties and agreements made in connection with its acquiring of Placing Shares is no longer accurate, it shall promptly notify the Company and Cenkos. It irrevocably authorises Cenkos and the Company to produce this Announcement pursuant to, in connection with, or as may be required by any applicable law or regulation, administrative or legal proceeding or official inquiry with respect to the matters set out herein.

The agreement to allot and issue Placing Shares to Placees (or the persons for whom Placees are contracting as nominee or agent) free of stamp duty and stamp duty reserve tax 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 is subject to the representations, warranties and further terms above and assumes, and is based on the warranty from each Placee, that the Placing Shares are not being acquired in connection with arrangements to issue depository receipts or to issue or transfer the Placing Shares into a clearance service. If there are any such arrangements, or the settlement relates to any other dealing in the Placing Shares, stamp duty or stamp duty reserve tax or other similar taxes may be payable, for which neither the Company nor Cenkos will be responsible and each Placee shall indemnify on an after-tax basis and hold harmless the Company, Cenkos and their respective affiliates, agents, directors, officers and employees for any stamp duty or stamp duty reserve tax paid by them in respect of any such arrangements or dealings.

In addition, Placees should note that they will be liable for any 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 United Kingdom by them or any other person on the subscription by them of any Placing Shares or the agreement by them to subscribe for any Placing Shares. Each Placee agrees to indemnify on an after-tax basis and hold harmless the Company, Cenkos and their respective affiliates, agents, directors, officers and employees from any and all interest, fines or penalties in relation to any such 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.

Each Placee should seek its own advice as to whether any of the above tax liabilities arise and notify Cenkos accordingly.

Each Placee and any person acting on behalf of each Placee acknowledges and agrees that Cenkos or any of its affiliates may, at their absolute discretion, agree to become a Placee in respect of some or all of the Placing Shares.

When a Placee or person acting on behalf of the Placee is dealing with Cenkos, any money held in an account with Cenkos 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 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 Cenkos' money in accordance with the client money rules and will be used by Cenkos in the course of its own business; and the Placee will rank only as a general creditor of Cenkos.

All times and dates in this Announcement may be subject to amendment. Cenkos shall notify the Placees and any person acting on behalf of the Placees of any changes.

Past performance is not a guide to future performance and persons needing advice should consult an independent financial adviser.

Appendix II

Definitions

The following definitions apply throughout this Announcement, unless otherwise stated or the context requires otherwise:

"Admission" admission of the Subscription Shares and the Placing Shares to trading on AIM becoming effective in accordance with Rule 6 of the AIM Rules;

"AIM" the AIM market operated by the London Stock Exchange;

"AIM Rules" the London Stock Exchange's rules and guidance notes contained in its "AIM Rules for Companies" publication relating to companies whose securities are traded on AIM, as amended from time to time;

"Announcement" this announcement (including the appendices to this announcement);

"Articles" the articles of association of the Company in force on the date hereof;

"Cenkos" Cenkos Securities plc;

"Company" Empyrean Energy plc, a company incorporated under the laws of England & Wales (registered under the number 5387837) with its registered office at 200 Strand, London WC2R 1DJ;

"CREST" the computerised settlement system (as defined in the CREST Regulations) operated by Euroclear which facilitates the transfer of title to shares in uncertificated form;

"CREST Regulations" the Uncertificated Securities Regulations (SI 2001/3775) as amended and any applicable rules made under those regulations or any enactment or subordinate legislation for the time being in force;

"Euroclear" Euroclear UK & Ireland Limited, a company incorporated in England & Wales with registered number 02878738, being the operator of CREST;

"FCA" the Financial Conduct Authority in its capacity as the competent authority for the purposes of Part VI of FSMA;

"FSMA" the Financial Services and Markets Act 2000 (as amended);

"Group" the Company together with its subsidiaries from time to time;

"Issue Price" 3.5 pence per New Ordinary Share;

"London Stock Exchange" London Stock Exchange plc;

"Ordinary Shares" the ordinary shares of 0.2 pence each in the share capital of the Company;

"Placing" the placing of the Placing Shares at the Issue Price by Cenkos as agent for and on behalf of the Company pursuant to the terms of the Placing Agreement;

"Placing Agreement" the conditional agreement dated 14 April 2020 between (1) the Company and (2) Cenkos relating to the Placing, further details of which are set out in this Announcement;

"Placing Shares" the new Ordinary Shares to be issued by the Company and subscribed for pursuant to the Placing;

"Prospectus Regulation" Regulation (EU) (2017/1129);

"Regulation S" Regulation S as promulgated under the Securities Act;

"Regulatory Information Service" any of the services set out in the list of Primary Information Providers maintained by the FCA;

"Securities Act" or "U.S. Securities Act" the United States Securities Act of 1933, as amended;

"Subscription" the subscriptions for the Subscription Shares by persons procured by or on behalf of the Company at 3.5 pence pursuant to the terms of the Subscription Agreements;

"Subscription Agreements" means the subscription agreements entered into between the Company and certain subscribers in respect of the subscription for the Subscription Shares;

"Subscription Shares" means the 11,741,429 New Ordinary Shares to be issued pursuant to the Subscription;

"UK" or "United Kingdom" the United Kingdom of Great Britain and Northern Ireland;

"uncertificated" or "in uncertificated form" recorded on the relevant register of the share or security concerned as being held in uncertificated form in CREST and title to which, by virtue of the CREST Regulations, may be transferred by means of CREST;

"US" or "United States" the United States of America, its territories and possessions, any state of the United States of America and the district of Columbia and all other areas subject to its jurisdiction;

"US Person" bears the meaning ascribed to such term by Regulation S;

"£" pounds sterling, the lawful currency of the UK from time to time.

1.	Details of the person discharging managerial responsibilities / person closely associated	
a)	Name	Szygy Holdings Pty Ltd
2.	Reason for the Notification	
a)	Position/status	A person or entity closely associated with Tom Kelly, CEO
b)	Initial notification/amendment	Initial notification
3.	Details of the issuer, emission allowance market participant, auction platform, auctioneer or auction monitor	
a)	Name	Empyrean Energy plc
b)	LEI	213800ZRH1WBHEW DFA57
4.	Details of the transaction(s): section to be repeated for (i) each type of instrument; (ii) each type of transaction; (iii) each date; and (iv) each place where transactions have been conducted	
a)	Description of the Financial instrument, type of instrument	Ordinary Shares of 0.2p each (" Ordinary Shares ")
	Identification code	GB00B09G2351
b)	Nature of the Transaction	Issue of Shares
c)	Price(s) and volume(s)	<i>Price</i> <i>Volume</i>
		3.5p per Ordinary Share 580,000
d)	Aggregated information Aggregated volume Price	N/A (Single transaction)
e)	Date of the transaction	14 April 2020
f)	Place of the transaction	London Stock Exchange, AIM (LON:EME)

1.	Details of the person discharging managerial responsibilities / person closely associated	
a)	Name	Patrick Cross
2.	Reason for the Notification	
a)	Position/status	Non-Executive Chairman
b)	Initial notification/amendment	Initial notification
3.	Details of the issuer, emission allowance market participant, auction platform, auctioneer or auction monitor	
a)	Name	Empyrean Energy plc
b)	LEI	213800ZRH1WBHEW DFA57
4.	Details of the transaction(s): section to be repeated for (i) each type of instrument; (ii) each type of transaction; (iii) each date; and (iv) each place where transactions have been conducted	
a)	Description of the Financial instrument, type of instrument	Ordinary Shares of 0.2p each (" Ordinary Shares ")
	Identification code	GB00B09G2351
b)	Nature of the Transaction	Issue of Shares
c)	Price(s) and volume(s)	<i>Price</i> <i>Volume</i>
		3.5p per Ordinary Share 100,000
d)	Aggregated information Aggregated volume Price	N/A (Single transaction)
e)	Date of the transaction	14 April 2020
f)	Place of the transaction	London Stock Exchange, AIM (LON:EME)

1.	Details of the person discharging managerial responsibilities / person closely associated	
a)	Name	Spencer Laycock
2.	Reason for the Notification	
a)	Position/status	Non-Executive Director
b)	Initial notification/amendment	Initial notification
3.	Details of the issuer, emission allowance market participant, auction platform, auctioneer or auction monitor	
a)	Name	Empyrean Energy plc
b)	LEI	213800ZRH1WBHEW DFA57
4.	Details of the transaction(s): section to be repeated for (i) each type of instrument; (ii) each type of transaction; (iii) each date; and (iv) each place where transactions have been conducted	
a)	Description of the Financial instrument, type of instrument	Ordinary Shares of 0.2p each (" Ordinary Shares ")
	Identification code	GB00B09G2351
b)	Nature of the Transaction	Issue of Shares
c)	Price(s) and volume(s)	<i>Price</i> <i>Volume</i>

		3.5p per Ordinary Share	550,000
d)	Aggregated information Aggregated volume Price	N/A (Single transaction)	
e)	Date of the transaction	14 April 2020	
f)	Place of the transaction	London Stock Exchange, AIM (LON:EME)	

1. Details of the person discharging managerial responsibilities / person closely associated			
a)	Name	Corniche Hotels Ltd	
2. Reason for the Notification			
a)	Position/status	A person or entity closely associated with Spencer Laycock, Non-Executive Director	
b)	Initial notification/amendment	Initial notification	
3. Details of the issuer, emission allowance market participant, auction platform, auctioneer or auction monitor			
a)	Name	Empyrean Energy plc	
b)	LEI	213800ZRH1WBHEWDF57	
4. Details of the transaction(s): section to be repeated for (i) each type of instrument; (ii) each type of transaction; (iii) each date; and (iv) each place where transactions have been conducted			
a)	Description of the Financial instrument, type of instrument	Ordinary Shares of 0.2p each (" Ordinary Shares ")	
	Identification code	GB00B09G2351	
b)	Nature of the Transaction	Issue of Shares	
c)	Price(s) and volume(s)	<i>Price</i>	<i>Volume</i>
		3.5p per Ordinary Share	450,000
d)	Aggregated information Aggregated volume Price	N/A (Single transaction)	
e)	Date of the transaction	14 April 2020	
f)	Place of the transaction	London Stock Exchange, AIM (LON:EME)	

1. Details of the person discharging managerial responsibilities / person closely associated			
a)	Name	Topaz Energy Pty Ltd	
2. Reason for the Notification			
a)	Position/status	A person or entity closely associated with Gaz Bisht, Technical Director	
b)	Initial notification/amendment	Initial notification	
3. Details of the issuer, emission allowance market participant, auction platform, auctioneer or auction monitor			
a)	Name	Empyrean Energy plc	
b)	LEI	213800ZRH1WBHEWDF57	

4.	Details of the transaction(s): section to be repeated for (i) each type of instrument; (ii) each type of transaction; (iii) each date; and (iv) each place where transactions have been conducted	
a)	Description of the Financial instrument, type of instrument	Ordinary Shares of 0.2p each (" Ordinary Shares ")
	Identification code	GB00B09G2351
b)	Nature of the Transaction	Issue of Shares
c)	Price(s) and volume(s)	<i>Price</i> <i>Volume</i> 3.5p per Ordinary Share 571,429
d)	Aggregated information Aggregated volume Price	N/A (Single transaction)
e)	Date of the transaction	14 April 2020
f)	Place of the transaction	London Stock Exchange, AIM (LON:EME)

1.	Details of the person discharging managerial responsibilities / person closely associated	
a)	Name	Keyport Investments Pty Ltd
2.	Reason for the Notification	
a)	Position/status	A person or entity closely associated with Jonathan Whyte, Company Secretary
b)	Initial notification/amendment	Initial notification
3.	Details of the issuer, emission allowance market participant, auction platform, auctioneer or auction monitor	
a)	Name	Empyrean Energy plc
b)	LEI	213800ZRH1WBHEW DFA57
4.	Details of the transaction(s): section to be repeated for (i) each type of instrument; (ii) each type of transaction; (iii) each date; and (iv) each place where transactions have been conducted	
a)	Description of the Financial instrument, type of instrument	Ordinary Shares of 0.2p each (" Ordinary Shares ")
	Identification code	GB00B09G2351
b)	Nature of the Transaction	Issue of Shares
c)	Price(s) and volume(s)	<i>Price</i> <i>Volume</i> 3.5p per Ordinary Share 173,572
d)	Aggregated information Aggregated volume Price	N/A (Single transaction)
e)	Date of the transaction	14 April 2020
f)	Place of the transaction	London Stock Exchange, AIM (LON:EME)

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