

3CENERGY LIMITED

(Company Registration No. 197300314D)
(Incorporated in the Republic of Singapore)

PROPOSED ACQUISITION OF THE ENTIRE ISSUED AND PAID-UP SHARE CAPITAL OF DTP INFINITIES LIMITED

- ENTRY INTO PLACEMENT AGREEMENT

1. INTRODUCTION

- 1.1. The Board of Directors (the “**Board**” or the “**Directors**”) of 3Cenergy Limited (the “**Company**” and together with its subsidiaries, the “**Group**”) refers to its announcements dated 12 June 2023, 6 July 2023, 7 August 2023, 23 August 2023, 26 October 2023, 6 November 2023, 29 November 2023, 7 December 2023, 12 December 2023, 20 December 2023, 22 December 2023, 26 December 2023 and 2 January 2024 (the “**RTO Announcements**”) and the circular published by the Company on 7 December 2023 (“**Circular**”) in respect of, *inter alia*, the Proposed Acquisition.
- 1.2. Unless otherwise defined, all capitalised terms used in this announcement shall bear the same meanings as set out in the Circular.

2. ENTRY INTO PLACEMENT AGREEMENT

- 2.1 The Board wishes to announce that, in connection with the Proposed Acquisition, the Company has on 22 January 2024, entered into a placement agreement (“**Placement Agreement**”) with PrimePartners Corporate Finance Pte. Ltd., pursuant to which PrimePartners Corporate Finance Pte. Ltd. has been appointed as placement agent in respect of the Proposed Compliance Placement (“**Placement Agent**”).
- 2.2 The Company is carrying out the Proposed Compliance Placement for the purpose of fulfilling the minimum public float requirement in compliance with Rules 1015(3) and 406(1) of the Catalist Rules (“**Minimum Public Float Requirement**”).
- 2.3 The Company Placement Shares, upon allotment and issue, shall rank *pari passu* in all respects with the existing issued Shares in the capital of the Company at the date of the issuance of the Company Placement Shares.
- 2.4 The Company Placement Shares will be listed and quoted on the Catalist Board in reliance on the listing and quotation notice obtained by the Company on 7 December 2023 issued by SGX-ST (“**LQN**”). Please refer to the Company’s announcement dated 7 December 2023 for further details on the Company’s receipt of the LQN (“**LQN Announcement**”). Shareholders should note that the LQN is not an indication of the merits of the Proposed Share Issuance Transactions (as defined in the LQN Announcement), the Enlarged Group and the Shares.
- 2.5 The Proposed Compliance Placement will be made in reliance on the “Private Placement” exemption as set out in section 272B of the Securities and Futures Act 2001 and as such, no

prospectus or offer information statement will be issued by the Company in connection with the Proposed Compliance Placement.

3. SALIENT TERMS OF THE PLACEMENT AGREEMENT

3.1 Subscription of the Company Placement Shares

Subject to the terms and conditions of the Placement Agreement, the Company agrees to the undertakings to offer the Company Placement Shares, and the Placement Agent agrees to procure subscribers for the Company Placement Shares at the post-Proposed Share Consolidation issue price of S\$0.33 per Company Placement Share ("**Placement Issue Price**"), on the terms and subject to the conditions in the Circular and in accordance with the Placement Agreement.

3.2 Placement Commission

In consideration of the agreement for the Placement Agent to procure subscribers for the Company Placement Shares, the Company shall pay to the Placement Agent a placement commission of 3.0% of the Placement Issue Price multiplied by the total number of Company Placement Shares successfully subscribed.

3.3 Conditions

The Placement Agreement and the obligations of the Placement Agent are conditional upon, *inter alia*, the following:-

- (a) the LQN obtained from the SGX-ST not having been revoked or amended and, where such approval is subject to conditions, to the extent that any conditions are required to be complied with on or before the Closing Date, they are so fulfilled to the satisfaction of the SGX-ST;
- (b) such approvals as may be required for the transactions described in the Placement Agreement and the Circular being obtained, and not withdrawn or amended, on or before the Closing Date;
- (c) the offer, allotment, issue and subscription of the Company Placement Shares not being prohibited by any statute, order, rule, regulation or directive promulgated or issued after the date of the Placement Agreement by any legislative, executive or regulatory body or authority of Singapore or any other jurisdiction, which is applicable to the Company or the Placement Agent;
- (d) there not having occurred, in the opinion of the Placement Agent, any adverse effect or any development likely to involve a prospective adverse effect, whether or not arising from transactions in the ordinary course of business, subsequent to the date of the Placement Agreement which, in the opinion of the Placement Agent, is or is likely to be adverse in the context of the Proposed Compliance Placement or is reasonably likely to prejudice materially the success of the Proposed Compliance Placement or dealings in the secondary market, nor the occurrence of any event nor the discovery of any fact rendering untrue or incorrect in any respect, as at the Closing Date, any of the warranties or representations contained in the Placement Agreement nor any breach by the Company of any of its obligations hereunder;

- (e) the compliance by the Company with all applicable laws and regulations concerning the transactions described in the Placement Agreement and the Circular and no new laws, regulations and directives having been promulgated, published and/or issued and/or having taken effect or any other similar matter having occurred which, in the opinion of the Placement Agent, has or may have an adverse effect on the Proposed Compliance Placement and the listing of the new Shares on Catalist;
- (f) the letters of undertaking referred to in the Circular under the heading “Moratorium” being executed and delivered to the Sponsor and Financial Adviser and the Placement Agent before the Closing Date; and
- (g) the representations, warranties and undertakings given by the Company remaining true and accurate in all respects as at the Closing Date and the Company having performed all of its obligations hereunder to be performed on or before the Closing Date.

3.4 Completion of the Proposed Compliance Placement

Subject to the terms and conditions of the Placement Agreement, completion of the Proposed Placement is expected to take place on the Closing Date. The date of completion of the Proposed Acquisition is also expected to be on the same date.

3.5 Termination

The Placement Agent shall be entitled to immediately terminate the Placement Agreement by giving notice in writing of such intention to the Company, if prior to 9.00am on the Closing Date:

- (a) the Placement Agent become aware of any inaccuracy or misrepresentation by the Company and/or their respective agent(s) or any breach of any of the warranties, representations, covenants or undertakings given by the Company to the Placement Agent in the Placement Agreement; or
- (b) if any of the conditions specified in the Placement Agreement has not been satisfied or waived by the Placement Agent on or before the Closing Date; or
- (c) if there shall have been or come into effect, since the date of the Placement Agreement:
 - (i) in the opinion of the Placement Agent, any adverse effect, or any development involving a prospective adverse effect; or
 - (ii) in any relevant jurisdiction, any introduction or prospective introduction of or any change in any statute, regulation, order policy or directive (whether or not having the force of law and including without limitation, any directive or request issued by the SGX-ST) or in the interpretation or application thereof by any court or other competent authority; or
 - (iii) any adverse effect, or any development involving a prospective adverse effect or crisis, in local, national or international monetary, financial and capital markets (including stock market, foreign exchange market, interbank market or interest rates or money market), political, industrial, economic or monetary conditions, taxation or exchange controls (including without limitation, the imposition or any moratorium, suspension or material restriction on trading in securities generally on the SGX-ST (including Catalist); or

- (iv) any adverse effect, or any development involving a prospective adverse effect, in local, national or international securities or stock markets or financial markets; or
- (v) any occurrence or any local, national or international outbreak or escalation of hostilities, insurrection or armed conflict that may have an adverse effect on the financial markets; or
- (vi) any regional or local outbreak of disease that may have an adverse effect on the financial markets; or
- (vii) any event or series of events in the nature of force majeure (including without limitation, acts of government, strikes, lock-outs, fire, explosion, flooding, civil commotion, acts of war, acts of terrorism, acts of God, accident, epidemics, earthquakes or interruption or delay in transportation; or
- (viii) any adverse effect, or any development involving a prospective material adverse change, in the business, trading position, operations or prospects of the Company or the Group as a whole; or
- (ix) any adverse effect, or any development involving a prospective adverse effect, which makes it uncommercial or otherwise contrary to or outside the usual commercial practices in Singapore for the Sponsor and Financial Adviser and the Placement Agent to observe or perform or be obliged to observe or perform the terms of the Placement Agreement,

which event(s) shall in the reasonable opinion of the Placement Agent (1) be likely to prejudice the success of the subscription, placement or issue of the Company Placement Shares (whether in the primary market or in respect of dealings in the secondary market) or be likely to have an adverse effect on the offer and placement of the Company Placement Shares, or (2) be likely to have an adverse effect on the business, trading position, operations or prospects of the Company or of the Group as a whole, or (3) make it impracticable or inadvisable to proceed with the subscription, sale, placement, issue or transfer of the Company Placement Shares, or (4) be such that no reasonable Placement Agent would have entered into the Placement Agreement, or (5) result in a fluctuation or adverse conditions in the SGX-ST (including Catalist) which event(s) shall in the reasonable opinion of the Placement Agent exercised in good faith be likely to have an adverse effect on the Proposed Compliance Placement, or (6) make it uncommercial or otherwise contrary to or outside the usual commercial practices in Singapore for the Placement Agent to observe or perform or be obliged to observe or perform the terms of the Placement Agreement; or

- (d) if the SGX-ST or MAS or other regulatory body having authority over the Company shall make any ruling (or revoke any ruling previously made) the effect of which would restrict or impede the listing and quotation of the Shares;
- (e) if the issue and subscription and/or sale and transfer of the Company Placement Shares in accordance with the provisions of the Placement Agreement shall be prohibited by any statute, order, regulation or directive issued by, or objected to by, any legislative, executive or regulatory body or authority of Singapore or elsewhere (including without any limitation, the MAS and the SGX-ST); or

- (f) there is a conflict of interest for the Placement Agent, or any dispute, conflict or disagreement with the Company or the Company wilfully fails to comply with any advice from or recommendation of the Placement Agent.

Additionally, the Placement Agent may by notice in writing to the Company terminate the Placement Agreement if:

- (a) there comes to the notice of the Placement Agent (1) any statement contained in the Circular or application forms relating hereto which in the sole and absolute opinion of the Placement Agent has become untrue, incorrect or misleading in any material respect; or (2) circumstances or matters have arisen or have been discovered, which would, if the Circular was to be issued at that time, constitute in the sole and absolute opinion of the Placement Agent, a material omission of such information, and the Company fails to lodge a supplementary or replacement circular (where applicable) within a reasonable time after being notified of such a material misrepresentation or omission or fails to promptly take such steps as the Placement Agent may reasonably require to inform investors of the lodgement of such supplementary or replacement circular; or
- (b) the Company has not been admitted to the Catalist or there is no listing or quotation for trading of the Shares or the Company Placement Shares on Catalist on or before 31 January 2024 (or such other date as the Company, the Sponsor and Financial Adviser, and the SGX-ST may agree).

4. USE OF PROCEEDS FROM THE PROPOSED COMPLIANCE PLACEMENT

- 4.1 The intended use of the proceeds from the Proposed Compliance Placement is disclosed in Section 7.3 of the Circular titled “*Use of Proceeds*” subject to the assumptions set out therein and statements relating to the Target Group insofar as relevant under Rule 810(1)(c) of the Catalist Rules is disclosed in Section 8.5 (from pages A-112 to A-114) of Appendix A to the Circular titled “*Liquidity and Capital Resources*”.
- 4.2 Upon completion of the Proposed Acquisition, which is contingent upon completion of the Proposed Disposal, the business of the Enlarged Group will comprise wholly the business of the Target Group.

In respect of the sufficiency of the Target Group’s working capital requirements, the following opinion of the Proposed New Board has been extracted from Section 8.5 of Appendix A to the Circular titled “*Liquidity and Capital Resources*” on page A-113:

“Taking into account the above and the Target Group’s existing cash and bank deposits and unutilised facilities as at the date of lodgement of this Circular, the Proposed New Board is of the reasonable opinion that, after having made due and careful enquiry, the working capital available to the Target Group as at the date of lodgement of this Circular is sufficient for the Target Group’s present working capital requirements and for at least 18 months after Closing.”

For further details on the Proposed New Board’s view of the working capital requirements of the Target Group and the factors taken into account by the Proposed New Board in arriving at the opinion extracted above, please refer to Section 8.5 of Appendix A to the Circular titled “*Liquidity and Capital Resources*” on pages A-112 to A-114.

The Proposed New Board confirms that there is no material change to the above working capital requirements sufficiency opinion as at the date of this announcement.

As stated in paragraph 2.2 above, the Company is carrying out the Proposed Compliance Placement to fulfil the Minimum Public Float Requirement.

5. FURTHER ANNOUNCEMENTS

The Company will make further announcement(s) in relation to the Proposed Compliance Placement, including, *inter alia*, its completion in due course.

6. DOCUMENTS AVAILABLE FOR INSPECTION

A copy of the Placement Agreement will be available for inspection during normal business hours at the registered office of the Company at 82 Ubi Avenue 4 #05-04 Edward Boustead Centre Singapore 408832 for a period of three (3) months commencing from the date of this announcement.

7. CAUTIONARY STATEMENT

Shareholders and potential investors are advised that the Proposed Compliance Placement is subject to the satisfaction of, *inter alia*, the conditions in the Placement Agreement as described above in Paragraph 3.3 of this announcement, and there is no certainty or assurance, as at the date of this announcement, as to whether the Proposed Acquisition and/or the Proposed Compliance Placement will be completed. The Company will make the necessary announcements when there are further developments, *inter alia*, on the Proposed Acquisition and the Proposed Compliance Placement. Shareholders are advised to read this announcement and any further announcements by the Company carefully, and should consult their stockbrokers, bank managers, solicitors or other professional advisers if they have any doubt on the actions they should take.

By Order of the Board

Ong Pai Koo @ Sylvester
Independent Non-Executive Chairman
22 January 2024

This announcement has been reviewed by the Company's sponsor, PrimePartners Corporate Finance Pte. Ltd. (the "Sponsor"). It has not been examined or approved by the Singapore Exchange Securities Trading Limited (the "Exchange") and the Exchange assumes no responsibility for the contents of this announcement, including the correctness of any of the statements or opinions made or reports contained in this announcement.

The contact person for the Sponsor is Ms Foo Jien Jieng, 16 Collyer Quay, #10-00 Collyer Quay Centre, Singapore 049318, sponsorship@ppcf.com.sg.
