

RAMBA ENERGY LIMITED
(Incorporated in the Republic of Singapore)
(Company Registration No. 200301668R)

- (1) **PROPOSED ISSUE OF A TOTAL OF 96,800,000 NEW ORDINARY SHARES IN THE CAPITAL OF THE COMPANY AT THE PLACEMENT PRICE OF S\$0.105 PER SHARE (THE “PROPOSED PLACEMENT”)**
 - (2) **TERMINATION OF PLACEMENT AGREEMENT WITH JUDAH VALUE ACTIVIST FUND (THE “TERMINATION”)**
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1. INTRODUCTION

1.1. The board of directors (the “**Board**”) of Ramba Energy Limited (the “**Company**”, and together with the Company’s subsidiaries, the “**Group**”) wishes to announce that the Company had,

- (a) on 22 November 2018 entered into a conditional share placement agreement (the “**Placement Agreement**”) with Eneco Investment Pte. Ltd. (the “**Placee**”); and
- (b) on 21 November 2018 entered into a termination agreement with Judah Value Activist Fund (“**Termination Agreement**”) in respect of the conditional share and warrant placement agreement dated 31 May 2018.

1.2. Proposed Placement

- (a) Pursuant to the Placement Agreement, the Company has agreed to allot and issue an aggregate of 96,800,000 new ordinary shares (the “**Placement Shares**”) in the capital of the Company (the “**Shares**”). The Placee has agreed to subscribe for the Placement Shares at the price of S\$0.105 per Placement Share (the “**Placement Price**”) for an aggregate amount of S\$10,164,000 (the “**Placement Consideration**”).
- (b) The Placement Price represents a premium of approximately 50% over the volume weighted average price of S\$0.07 for trades done on the Singapore Exchange Securities Trading Limited (the “**SGX-ST**”) for the full market day on 21 November 2018 (being the last full market day on which the Shares were traded prior to the day on which the Placement Agreement was signed).
- (c) The Placement Shares, when allotted and issued, shall be free from all encumbrances whatsoever and shall rank pari passu, in all respects with and shall carry all rights similar to the existing Shares as at the date of allotment and issue of the Placement Shares, save that they will not rank for any dividend, rights, allotments or other distributions, the Record Date of which falls on or before the completion of the Proposed Placement. “**Record Date**” means the date as at the close of business fixed by the Company for the purposes of determining entitlements to dividends, rights, allotments or other distributions to or rights of holders of Shares.
- (d) The Proposed Placement is non-underwritten and there is no placement agent appointed for the purpose of this Proposed Placement. The offer of the Placement Shares is made pursuant to the exemption under Section 272B of the Securities and

Futures Act (Cap. 289) of Singapore. As such, no prospectus or offer information statement will be issued by the Company in connection with the Proposed Placement.

- (e) The Proposed Placement will not result in any transfer of controlling interest in the Company.

1.3. Termination

- (a) The Board refers to the Company's announcements dated 5 June 2018, 12 June 2018, 23 July 2018 and 2 August 2018 relating to the conditional share and warrant placement agreement with Judah Value Activist Fund dated 31 May 2018 (the "**Judah Value Activist Fund Agreement**").
- (b) The Company wishes to announce that the parties to the Judah Value Activist Fund Agreement have mutually agreed to terminate the same pursuant to the Termination Agreement. Accordingly, the Judah Value Activist Fund Agreement will cease to have any effect and the parties shall have no further obligations or claims against one another thereunder.
- (c) The termination of the Judah Value Activist Fund Agreement is not expected to have any material impact on the net tangible assets per share and earnings per share of the Company for the current financial year.

2. SALIENT TERMS OF THE PLACEMENT AGREEMENT

2.1. **Conditions.** The completion of the Proposed Placement ("**Completion**") is conditional upon the following conditions being satisfied on or before the Completion Date (as defined in paragraph 2.3 below):

- (a) the Placee having effectively opened a securities account, and such account remaining effectively open;
- (b) the listing and quotation approval for the listing and quotation of the Placement Shares on the Mainboard of the SGX-ST ("**SGX Approval**") having been obtained and not being revoked or amended, and where such approval is subject to conditions, such conditions being reasonably acceptable to the Company and the Placee;
- (c) any conditions attached to the SGX Approval which is required to be fulfilled on or before the Completion Date having been fulfilled on or before that date to the satisfaction of the SGX-ST or waived by the SGX-ST and that the SGX Approval remaining in full force and effect as of Completion;
- (d) approval by the shareholders of the Company (if required) having been obtained for the Proposed Placement;
- (e) without prejudice to the foregoing, all approvals, consents, licenses, permits, waivers and exemptions for the Proposed Placement and all approvals which are material for the carrying on of the business of the Group immediately after the Completion (collectively, "**Approvals**"), having been granted by all third parties including all governmental bodies, whether in Singapore or elsewhere, to the Company and/or the Placee (as the case may be) and where any such Approval is subject to conditions, such conditions being reasonably acceptable to the relevant Group company and/or the Placee, as the case may be, and if such conditions are required to be fulfilled on or before the Completion Date, such conditions having been fulfilled on or before the Completion Date, and such Approvals remaining in full force and effect as of Completion;

- (f) there having been, as at the Completion Date, no occurrence of any event or the discovery of any fact rendering untrue or inaccurate or misleading in any material respect (except that where already qualified by materiality, in any respect) any of the representations, warranties and undertakings made by the Company under the Placement Agreement if they were repeated on and as of the Completion Date, and the Company having performed all its undertakings or obligations hereunder to be performed on or before the Completion Date;
- (g) the Company or the Placee are not in breach of any of the undertakings and covenants given in the Placement Agreement as at the Completion Date, and if any of such undertakings and covenants are required to be fulfilled on or before the Completion Date, such undertakings and covenants shall have been fulfilled prior to Completion Date;
- (h) the Termination Agreement remaining in full force and effect and is not revoked or amended; and
- (i) there being no injunctions or other orders issued by any court or tribunal of competent jurisdiction or other legal restraint or prohibition preventing Completion by the Company or the Placee.

2.2. **Long Stop Date.** If any of the conditions set out above is not satisfied on or before the date falling eight (8) weeks from the date of the Placement Agreement (or such later date as the Company and the Placee may agree), the Company (save in respect of the non-satisfaction of the conditions set out in paragraphs 2.1(f), (g), (h) and (i) above to the extent they relate to the Company) or the Placee (save in respect of the non-satisfaction of the conditions set out in paragraphs 2.1(a), (g) and (i) above to the extent they relate to the Placee) shall be entitled to terminate the Placement Agreement and in such event, except for the liability of the Company for the payment of expenses as provided in the Placement Agreement and any rights and liabilities of the parties which have accrued prior to termination and the provisions which are expressly intended to survive the termination of the Placement Agreement, the parties thereto shall be ipso facto released and discharged from their respective obligations under the Placement Agreement.

2.3. **Completion.** Subject to the provisions of the Placement Agreement (including the conditions precedent specified in paragraph 2.1 above), Completion shall take place on the date falling five (5) business days after the date the last of the conditions specified in paragraph 2.1 above have been satisfied (or waived, as the case may be), or such other date as the Company and the Placee may agree in writing) ("**Completion Date**") at the registered office of the Company (or such other place as the parties may agree). At Completion:

- (a) the Placee shall pay the Placement Consideration to the Company by cheque, telegraphic transfer or cashier's order drawn on a bank in Singapore, and made in favour of the Company;
- (b) subject to the fulfilment of the Placee's obligations in paragraph 2.3(a) above, the Company shall immediately:
 - (i) allot and issue the Placement Shares and deliver the share certificate(s) relating to such Placement Shares in the name of The Central Depository (Pte) Limited ("**Depository**") for the account of the Placee (the "**Securities Account**") and deliver or procure the delivery to the Depository of the said share certificate(s) and procure the crediting of such Placement Shares in the Securities Account;

- (ii) deliver or procure to be delivered a certified true copy (as certified by a director of the Company (“**Director**”)) of the resolution(s) duly passed by the Board and (to the extent required by applicable law (including the Listing Manual of the SGX-ST) the shareholders of the Company), approving, *inter alia*,
 - (A) execution by the Company of the Placement Agreement and all other documents and agreements ancillary or pursuant thereto or in connection therewith;
 - (B) the allotment and issue of the Placement Shares to the Placee (or to the Depository for the Securities Account, as the case may be); and
 - (C) the appointment of one (1) person nominated in writing by the Placee as Director (and his alternate, if applicable) with effect from the Completion Date (please see paragraph 2.8 below); and
- (iii) deliver or procure to be delivered to the Placee, a certificate substantially in the form set out in Schedule 1 of the Placement Agreement signed by a Director and dated the Completion Date.

2.4. **Change of Corporate Name.** Pursuant to the Placement Agreement, the Company undertakes that, as soon as practicable following Completion but in any event within three (3) months after the Completion Date, subject to the approval of the shareholders of the Company and (if required) the SGX-ST, the Company shall change the registered name of the Company to “ENECO ENERGY LIMITED” (“**New Corporate Name**”). The Company shall as soon as practicable following Completion convene an extraordinary general meeting of the Company to seek its shareholders’ approval for the change of its registered name, and make all necessary applications and filings in respect of the New Corporate Name with the Registrar (as understood under the Companies Act. Chapter 50 of Singapore) and all other relevant authorities in accordance with applicable law and regulations (including the Companies Act and the Listing Manual of the SGX-ST) in connection with the change of its registered name.

2.5. **Change of Business Name.** In the event that the approval of the shareholders of the Company is not granted for the change of the Company’s registered name as discussed in paragraph 2.4 above or if the Company otherwise fails to change its registered name, subject to Completion taking place, the Company shall adopt and use the name “ENECO ENERGY” (“**New Business Name**”) in relation to the conduct of all the businesses of the Company (whether in Singapore or elsewhere) (“**Company Business**”). The Company shall:

- (a) use the New Business Name in all its dealings with clients, customers, suppliers and other third parties in the ordinary course of carrying on the Company Business;
- (b) use the New Business Name in advertising, promotional or marketing activities in the ordinary course of carrying on the Company Business;
- (c) register the New Business Name and make all applications and filings in respect of the New Business Name with the Registrar of Business Names (as understood under the Business Names Registration Act, No. 29 of 2014 of Singapore) and all other relevant authorities in accordance with applicable law and regulations, and to maintain the validity of such registrations and filings for the duration of the use of the New Business Name by the Company; and
- (d) do and execute or procure to be done and executed all such acts, deeds, things and documents as may be necessary for the use of the New Business Name by the Company.

The Company's obligation to adopt the New Business Name shall be limited to the Company and unless the Company and the Placee otherwise agree, shall not apply to any of the Company's subsidiaries, associated companies or affiliates.

- 2.6. **Business Collaboration.** The Company and the Placee intend to collaborate with each other in the business of the Group. Subject to Completion taking place, the parties agree to enter into good faith negotiations to agree on the terms and conditions of, and to enter into, a business collaboration agreement (and/or other agreement(s)) which shall govern their collaboration in the following areas: (i) distribution in the agreed territory by the Group companies of emulsion fuel products produced by the affiliate(s) of the Placee and/or (ii) distribution in the agreed territory by the Group companies of water products produced or procured by affiliate(s) of the Placee.
- 2.7. **Additional Listing Application.** The Company will be submitting an application to the SGX-ST to obtain the SGX Approval as defined in paragraph 2.1(b) above. The Company will make the necessary announcement once the SGX Approval has been obtained from the SGX-ST.
- 2.8. **Additional Director.** Pursuant to the Board's power under regulation 122 of the Constitution of the Company, subject to Completion taking place, the Board shall appoint an individual nominated by the Placee as an additional Director with effect from the Completion Date.

3. DETAILS OF THE PLACEE

- 3.1. The Placee is Singapore-incorporated investment holding company providing management consultancy services, and is wholly-owned by Japan-incorporated Eneco Investment, Inc. The Eneco group specialises in developing and distributing technological solutions designed to assist in the production of new technology emulsion fuels and eco gas products with a lower environmental impact than fossil fuel.
- 3.2. The Placee does not hold any interest in any investment or any directorship in the Company or businesses in competition with the Group. The Placee has no connection with the Company, its Directors and substantial shareholders (including any business relationship), and is not a person to whom the Company is prohibited from issuing shares to, as provided for by Rule 812 of the Mainboard Rules of the Listing Manual of the SGX-ST.
- 3.3. The Company was introduced to the Placee through an introducer, McPeekay Investments Pte. Ltd. (the "**Introducer**"). The Introducer is wholly-owned by Ms. Lim Siew Kwan. The Introducer will be paid an introducer fee of 3% of the Placement Consideration.

4. USE OF PROCEEDS AND RATIONALE FOR THE PROPOSED PLACEMENT

- 4.1. The Company is proposing to undertake the Proposed Placement to increase its general working capital.
- 4.2. Based on the Placement Price, the estimated amount of proceeds from the allotment and issue of the Placement Shares, net of the estimated expenses of approximately S\$334,000, is approximately S\$9,830,000 (the "**Net Proceeds**").
- 4.3. The Company intends to utilise the entirety of the Net Proceeds for general working capital purposes as stated in paragraph 4.1 above.
- 4.4. The Company will make periodic announcement(s) as to the use of the Net Proceeds as and when such proceeds are materially disbursed and whether such use is in accordance with the

stated use. The Company will also provide a status report on the use of the Net Proceeds in the Company's interim and full-year financial statements issued under Rule 705 of the Mainboard Rules of the Listing Manual of the SGX-ST and the Company's annual report. Where the Net Proceeds have been used for working capital purposes, the Company will provide a breakdown with specific details on how the Net Proceeds have been applied in the announcements and status report. Where there is any material deviation from the stated use of the Net Proceeds, the Company will announce the reasons for such deviation.

- 4.5. Pending the deployment of the Net Proceeds, such proceeds may be placed as deposits with financial institutions or invested in short term money markets or debt instruments or for any other purposes on a short-term basis as the directors of the Board may deem fit, from time to time.

5. **GENERAL MANDATE FOR THE ISSUE OF THE PLACEMENT SHARES**

- 5.1. The Placement Shares to be issued to the Placee will be issued pursuant to the share issue mandate (the "**Share Issue Mandate**") that was approved by shareholders of the Company (the "**Shareholders**") at the annual general meeting of the Company convened on 30 May 2018 (the "**AGM**"). Pursuant to the Share Issue Mandate, the Directors have the authority to, amongst others, issue Shares and/or make or grant offers, agreements or options (collectively, the "**Instruments**") that might or would require Shares to be issued, such that the aggregate number of Shares (including Shares to be issued pursuant to the Instruments) and Instruments shall not exceed 50.0% of the total number of issued Shares (excluding treasury shares and subsidiary holdings) as at the date of the AGM, of which the aggregate number of Shares and Instruments to be issued other than on a pro-rata basis to existing shareholders of the Company shall not exceed 20.0% of the total number of issued Shares (excluding treasury shares and subsidiary holdings) as at the date of the AGM.
- 5.2. The Placement Shares, when allotted and issued in full, will represent approximately 17.63% of the Company's existing issued and paid-up capital of 549,067,840 Shares (excluding 1,807,215 treasury shares) as at the date of this announcement, and approximately 14.99% of the enlarged issued and paid-up share capital of 645,867,840 Shares (excluding 1,807,215 treasury shares) upon Completion, assuming that none of the outstanding options, warrants or awards are exercised or vested (as the case may be) on or prior to the date of Completion.
- 5.3. As at the date of the AGM, the Company has an issued share capital of 547,748,677 Shares (excluding 1,807,215 treasury shares). As at the date of this announcement, no Shares had been issued pursuant to the Share Issue Mandate save for 1,319,163 Shares arising from the vesting of share awards in August 2018. Accordingly, 273,874,338 Shares may be issued pursuant to the Share Issue Mandate, of which the maximum number of Shares that can be issued other than on a pro rata basis is 109,549,735 Shares. Therefore, the total of 96,800,000 Placement Shares that may be issued to the Placee pursuant to the Proposed Placement falls within the limits of the Share Issue Mandate.

6. **FINANCIAL EFFECTS**

- 6.1. As at the date of this announcement, the issued and paid up capital of the Company (excluding treasury shares) is S\$139,812,799.29 comprising 549,067,840 Shares (excluding 1,807,215 treasury shares). When allotted and issued in full, the placement of the Placement Shares will increase the existing issued and paid-up share capital of the Company by S\$10,164,000 to S\$149,976,799.29, comprising 645,867,840 Shares (excluding treasury shares).

6.2. The financial effects of the Proposed Placement on the net tangible assets (“**NTA**”) per Share and the loss per Share (“**LPS**”) are prepared for illustrative purposes only and do not purport to reflect the actual future results and financial position of the Group following Completion. The financial effects have been computed based on the following bases and assumptions:

- (a) the audited accounts of the Group for the period ended 31 December 2017 (“**FY2017**”);
- (b) the effect of the allotment and issuance of Placement Shares on the NTA per Share is computed based on the assumption that the Proposed Placement were completed on 31 December 2017; and
- (c) the effect of the allotment and issuance of Placement Shares on the LPS is computed based on the assumption that the Proposed Placement were completed on 1 January 2017.

6.3. The LPS and the NTA per Share based on the audited accounts of the Group for FY 2017 are computed as follows:

	Before the Proposed Placement	After allotment and issue of Placement Shares
Loss net of tax (S\$'000)	(8,705)	(8,705)
LPS (cents per share)	(1.59)	(1.35)
Number of Shares for calculating LPS	547,405,159	644,205,159
NTA (S\$'000)	34,950	44,780
NTA per Share (cents per share)	6.38	6.95
Number of Shares for calculating NTA per Share	547,748,677	644,548,677

7. ADJUSTMENTS TO OUTSTANDING CONVERTIBLE SECURITIES

To date, there are 56,618,703 outstanding warrants issued pursuant to the rights cum warrants issue carried out on 16 September 2016; 7,428,658 outstanding share options granted pursuant to the Ramba Group Share Option Scheme; and 1,000,083 share awards granted pursuant to the Ramba Group Performance Share Plan, for which adjustments will not be required in respect of the Proposed Placement.

8. DIRECTORS' OPINION

The Directors are of the opinion that, after taking into consideration:

- (a) the Group's present internal resources and bank facilities, the Group has sufficient working capital available to meet its present requirements; and
- (b) the Group's present internal resources and bank facilities and the Net Proceeds, the Group has sufficient working capital to meet its present requirements.

9. DIRECTORS' INTERESTS

None of the Directors of the Company has any interest, direct or indirect, in the Proposed Placement or the Termination. None of the Directors have any connection (including business relationship) with Judah Value Activist Fund, the Placee, its managers and/or investors.

10. TRADING CAUTION

Shareholders are advised to exercise caution in trading their Shares. The Proposed Placement is subject to certain conditions. There is no certainty or assurance as at the date of this announcement that the Proposed Placement will be completed or that no changes will be made to the terms thereof. The Company will make the necessary announcements when there are further developments. Shareholders are advised to read this announcement and any further announcements by the Company carefully.

Oil and gas exploration is an expensive, high-risk operation. Shareholders are therefore advised to exercise caution when dealing in shares of the Company, and should consult their legal, financial, tax and other professional advisers if they have any doubt as to the action to take.

11. DOCUMENTS AVAILABLE FOR INSPECTION

Copies of the Placement Agreement are available for inspection at the registered office of the Company at 300 Tampines Ave 5, #05-02, Singapore 529653 for a period of three (3) months from the date of this Announcement.

12. DIRECTORS' RESPONSIBILITY STATEMENT

The Directors collectively and individually accept full responsibility for the accuracy of the information given in this announcement and confirm after making all reasonable enquiries, that to the best of their knowledge and belief, this announcement constitutes full and true disclosure of all material facts about the Termination, Proposed Placement, the Company and its subsidiaries, and the Directors are not aware of any facts the omission of which would make any statement in this announcement misleading. Where information in the announcement has been extracted from published or otherwise publicly available sources or obtained from a named source, the sole responsibility of the Directors has been to ensure that such information has been accurately and correctly extracted from those sources and/or reproduced in the announcement in its proper form and context.

BY ORDER OF THE BOARD

David Aditya Soeryadjaya
Chief Executive Officer and Executive Director
22 November 2018