

SUBSCRIPTION AGREEMENT

by and between

ARRAN INVESTMENT PTE LTD

and

AC ENERGY CORPORATION

18 March 2021

SUBSCRIPTION AGREEMENT

THIS SUBSCRIPTION AGREEMENT (this “Agreement”), is entered into this 18 March 2021 by and between:

- (1) **AC ENERGY CORPORATION**, a corporation duly organized and existing under the laws of the Philippines, with its registered office at 4th Floor 6750 Office Tower, Ayala Avenue, Makati City, Philippines (the “Company”);

- and -

- (2) **ARRAN INVESTMENT PTE LTD**, a corporation duly organized and existing under the laws of Singapore, with its office at 168 Robinson Road, #37-01, Capital Tower, Singapore 068912 (the “Investor” or “Arran”).

Company and the Investor are referred to herein individually as a “Party” and collectively as the “Parties”.

RECITALS

- (A) WHEREAS, Company has an authorized capital stock consisting of 24,400,000,000 Common Shares with a par value of ₱1.00.
- (B) WHEREAS, subject to the terms and conditions of this Agreement, the Investor desires to subscribe to 4,000,000,000 Common Shares of Company (the “Subscription Shares”).

NOW, THEREFORE, in consideration of the foregoing premises and the mutual agreements contained herein, the Parties agree as follows:

SECTION 1 DEFINITIONS

- 1.1 Definitions. For purposes of this Agreement and unless the context otherwise requires, the following terms shall have the following meanings:

“Business Day” means a day (other than a Saturday or Sunday or public holiday) on which banks are open for business in Makati City, Philippines and Singapore.

“Liens” means any interest or equity of any person (including any right to acquire, option or right of pre-emption), any mortgage, deed of trust, lien (statutory or otherwise), charge, pledge, negative pledge, right-of-way, easement, preferential right to purchase, transfer restriction, voting restriction, assignment, hypothecation, security

interest (including any created by Law), title retention or other security agreement or arrangement or similar encumbrance.

“Person” means any natural person, partnership, company, limited liability company, unincorporated association, joint venture, trust, government authority or other organization.

“₱” shall mean the Philippine Peso, the lawful currency of the Philippines at the execution of this Agreement.

“Subscription Shares” shall have the meaning in RECITAL (B).

“Total Subscription Price” shall have the meaning set forth in Section 2.2.

- 1.2 Singular and Plural. In this Agreement, words connoting the singular include the plural and words connoting the plural include the singular; and references to persons include bodies corporate or unincorporated.
- 1.3 Headings. The headings used in this Agreement are inserted for convenience only and shall be ignored in construing this Agreement.

SECTION 2 SUBSCRIPTION TO SHARES

- 2.1 Subscription. Subject to the terms and conditions contained herein, the Investor hereby subscribes to, and the Company hereby issues in favor of the Investor, the Subscription Shares, free and clear of any Liens.
- 2.2 Amount of Subscription Price. The total amount of the subscription price for all the Subscription Shares is ₱11,880,000,000 (the “Total Subscription Price”).
- 2.3 Payment of the Total Subscription Price. The Investor shall, on the date hereof, pay the full amount of the Total Subscription Price to the bank account of the Company indicated in Annex “A” of this Agreement.
- 2.4 Documentary Stamp Taxes and Expenses. The Company shall pay the documentary stamp taxes (“DST”) and any expenses on the issuance of the Subscription Shares and file the tax returns therefor with the Bureau of Internal Revenue (“BIR”) as soon as practicable, and in any event, no later than the day when the DST is required to be paid and the day when the tax return with the BIR is required to be filed, under applicable law. The Company shall provide the Investor with proof of the payment of such DST and expenses.
- 2.5 Issuance of the Subscription Shares. Subject to the satisfaction of the obligations of Investor under clauses 2.3 and 2.4 above, the Company shall issue the Subscription

Shares, issue stock certificates in the name of the Investor covering the Subscription Shares, use commercially reasonable efforts to cause the listing of the Subscription Shares with the PSE, and cause the recording of the Subscription Shares with the Philippine Central Depository Corporation, in the name of Arran.

MISCELLANEOUS

- 3.1 Amendments and Modifications. The Parties agree that this Agreement will not be subject to change or modification except by an instrument executed in writing by the Parties.
- 3.2 No Waiver. The waiver by any Party of any provision of this Agreement will not operate or be construed as a waiver of any other provision or as a waiver of the same provision on any other occasion. Any such waiver shall be valid only if set forth in an instrument in writing executed by the Party to be bound thereby. The failure of any Party to assert any of its rights hereunder shall not constitute a waiver of any such rights.
- 3.3 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. Neither Party may assign either this Agreement or any of its rights, interests or obligations hereunder without the prior written approval of the other Party.
- 3.4 Governing Law; Dispute Resolution. This Agreement shall be governed by and construed in accordance with the laws of the Republic of the Philippines.
- (a) Any dispute, controversy or claim arising out of or relating to this Agreement, including the existence, validity, invalidity, breach or termination thereof, or any dispute regarding non-contractual obligations arising out of or relating to it shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre (“HKIAC”) in accordance with the arbitration rules of the HKIAC for the time being in force (the “HKIAC Rules”), which rules are deemed to be incorporated by reference in this Section 3.4(a).
- (b) The tribunal shall consist of three (3) arbitrators, two (2) of whom shall be nominated by the respective parties in accordance with the HKIAC Rules and the third, who shall be the Chairman of the tribunal, shall be nominated by the two nominated arbitrators within thirty (30) days of the last of their appointments. The seat, or legal place, of arbitration shall be Hong Kong. The language to be used in the arbitral proceedings shall be English only. Judgment on any award may be entered in any court having jurisdiction thereover.

- (c) The arbitral award shall be final and binding on the parties to the arbitration. The parties to the arbitration agree to be bound by and to act in accordance with the arbitral award. Unless otherwise specified in the arbitral award, the costs and expenses of the arbitration (including witness fees and reasonable legal expenses) shall be borne by the losing Party.

3.5 Severability. The Parties acknowledge that in certain instances a provision of this Agreement may not be enforceable or that its enforceability may be limited by applicable law. Nevertheless, the Parties agree that they intend to be bound by the terms of this Agreement and, if any provision is held to be unenforceable or its enforceability is limited, the Parties agree to use their reasonable efforts to implement an alternative enforceable mechanism that would effect, as closely as possible, the intent of the Parties as reflected in or provided by the unenforceable provision, subject to applicable law (and, for the avoidance of doubt, nothing shall affect the validity of the remaining provisions of this Agreement which shall remain in full force and effect).

3.6 Notices. All notices and other communications hereunder shall be in writing and shall be deemed duly given (a) on the date of delivery if delivered personally or (b) on the third (3rd) Business Day following the date of dispatch if delivered by a nationally recognized next- day courier service, in each case (a) and (b), if also given by electronic mail, or (c) if given by electronic mail, when such electronic mail is transmitted to the e-mail address specified below (or in accordance with the latest unrevoked written direction from the receiving Party) and the appropriate confirmation is received via telephone or e-mail. Each Party shall act in good faith in confirming receipt of any such electronic mail transmissions. All notices hereunder shall be delivered as set forth below, or pursuant to such other instructions as may be designated in writing by the Party to receive such notice, and for the avoidance of doubt, a copy of all notices and other communications delivered to a party hereunder must be delivered by electronic mail:

If to Company, to:

AC Energy Corporation

Attention: Dodjie D. Lagazo

Email: lagazo.dd@acenergy.com.ph

If to the Investor, to:

Arran Investment Pte Ltd

Attention: Nicole Goh Phaik Khim


Email: nicolegoh@gic.com.sg

3.7 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

[Signature pages follow.]

IN WITNESS WHEREOF, the Parties have duly executed this Agreement at the place and on the day and year first written above.

ARRAN INVESTMENT PTE LTD

By: 
Name: Nicole Goh Phaik Khim
Title: Authorized Signatory

AC ENERGY CORPORATION

By:



Name: Maria Corazon G. Dizon
Title: Authorized Representative



Name: Dodjie D. Lagazo
Title: Authorized Representative

ANNEX "A"

Bank Account Details of AC ENERGY CORPORATION for the Payment of the Total Subscription Price

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]