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*(Incorporated in Bermuda with limited liability)*  
**(Stock Code: 702)**

**MONTHLY UPDATE ANNOUNCEMENT, RULE 13.09 OF THE LISTING RULES  
AND THE INSIDE INFORMATION PROVISION; AND  
RESUMPTION OF TRADING**

This announcement is made by Sino Oil and Gas Holdings Limited pursuant to Rule 13.09 of the Listing Rules on the Stock Exchange and the Inside Information Provisions under Part XIVA of the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong).

**THE RESTRUCTURING FRAMEWORK AGREEMENT**

References are made to (a) the announcement of the Company dated 15 August 2023 in respect of the trading halt in the Shares on the Stock Exchange with effect from 9:00 a.m. on 15 August 2023 pending the release of an announcement which contains inside information of the Company pursuant to the Takeovers Code; and (b) the announcements of the Company dated 9 February 2022, 15 February 2022, 9 March 2022, 8 April 2022, 6 May 2022, 7 June 2022, 7 July 2022, 8 August 2022, 8 September 2022, 7 October 2022, 21 October 2022, 8 November 2022, 7 December 2022, 6 January 2023, 19 January 2023, 17 February 2023, 23 March 2023, 10 May 2023, 13 June 2023 and 13 July 2023, in relation to, among others, the Restructuring Transactions.

As disclosed in the announcement of the Company dated 10 May 2023, on 24 March 2023 (after trading hours of the Stock Exchange), the Company and the Holdco entered into the Term Sheet, pursuant to which the Holdco has conditionally agreed to subscribe for, and the Company has conditionally agreed to issue, convertible bonds and shares of the Company.

On 14 August 2023 (after trading hours of the Stock Exchange), the Company and the Investor entered into the Restructuring Framework Agreement, pursuant to which, among others, (a) the Investor has conditionally agreed to subscribe for, and the Company has conditionally agreed to issue, the Cash CB; (b) the Company has agreed to amend the terms and conditions of the Crescent Spring Bonds; and (c) the Investor has conditionally agreed to acquire the Acquired Crescent Spring Bonds.

The terms of the Restructuring Framework Agreement shall supersede the restructuring arrangement under the Term Sheet, whereby the Holdco is no longer a contracting party under the Restructuring Framework Agreement and there will be no arrangement for the issuance of convertible bonds and shares by the Company to offset against the outstanding debts owned under the Acquired Crescent Spring Bonds, being the Debt CB and the Debt

Shares referred to under the announcement of the Company dated 10 May 2023.

Further announcement(s) will be made by the Company as and when appropriate or required in accordance with the Listing Rules and the Takeovers Code (as the case may be) for details of the terms and conditions of the Restructuring Transactions.

### **Principal terms of the Restructuring Framework Agreement**

A summary of the principal terms of the Restructuring Framework Agreement is set out below:

Date : 14 August 2023

Parties : (i) the Company; and  
(ii) the Investor

The Investor and its ultimate controlling shareholder are Independent Third Parties.

Pursuant to the terms of the Restructuring Framework Agreement, subject to the fulfilment of the conditions set out therein, the Company planned to undertake the following as part of its restructuring efforts:-

- (a) the Increase in the Authorised Share Capital: the authorised share capital of the Company is proposed to be increased;
- (b) the subscription of the Cash CB by the Investor: the Investor has conditionally agreed to subscribe for, and the Company has conditionally agreed to issue, the Cash CB in the name of the Investor;
- (c) the Exercise of the Conversion Rights: upon Completion, the Investor shall exercise certain amount of the conversion rights of either the Cash CB or the First Batch of the Acquired Crescent Spring Bonds and Crescent Spring shall exercise certain amount of the conversion rights of the Crescent Spring Bonds less the Acquired Crescent Spring Bonds upon Completion, the exact amount and arrangement for conversion will be determined upon signing of the formal agreements;
- (d) the Amendment of the Crescent Spring Bonds: subject to the agreement of Crescent Spring, the Company has conditionally agreed to amend, among others, the maturity date and conversion price of the Crescent Spring Bonds;
- (e) the acquisition of the Acquired Crescent Spring Bonds: the Investor shall acquire the Acquired Crescent Spring Bonds, out of which the acquisition of the First Batch of the Acquired Crescent Spring Bonds shall complete contemporaneously with the other Restructuring Transactions. The arrangement for settling the consideration for the completion of acquisition of the remaining Acquired Crescent Spring Bonds shall be further negotiated and agreed between Crescent Spring and the Investor;
- (f) the Placing: the Company shall enter into the Placing Agreement and the completion of the Placing shall be contemporaneous with the Completion; and

(g) the Creditors' Scheme: the Scheme Cash Consideration, which is equivalent to the expected proceeds from the subscription of the Cash CB, and the Scheme Shares will be distributed to the Scheme Creditors with Admitted Claims on a pro-rata basis for their respective Admitted Claims.

Subject to the conditions specified in the Restructuring Framework Agreement, among others, (i) the completion of the subscription of the Cash CB; (ii) the issue and allotment of conversion shares to the Investor and Crescent Spring pursuant to the Exercise of the Conversion Rights; (iii) the taking effect of the Amendment of the Crescent Spring Bonds; (iv) the acquisition of the First Batch of the Acquired Crescent Spring Bonds; and (v) the Placing shall take place contemporaneously at Completion.

Completion shall also be contemporaneous with the effective date of the Creditors' Scheme when all the conditions specified in the Restructuring Framework Agreement in relation to the Creditors' Scheme have been fulfilled.

The Company, Crescent Spring and the Investor will enter into formal agreements to set out in details the terms and conditions of the Restructuring Transactions, including all the transaction amounts, which will be confirmed by the respective parties in the formal agreements.

## **MONTHLY UPDATE**

Monthly announcement(s) will be made by the Company with any further developments relating to the Restructuring Transactions and the Whitewash Waiver. The Company will also make announcement(s) to update the Shareholders and the potential investors of the Company of any material development as soon as possible.

## **IMPLICATIONS UNDER THE TAKEOVERS CODE**

### **Application for the Whitewash Waiver**

As at the date of this announcement, saved as disclosed in this announcement, the Investor, Crescent Spring and their respective ultimate controlling shareholder and parties acting in concert with any of them are not interested in any Share. As at the date of this announcement, the Investor and Crescent Spring are parties acting in concert.

Immediately after (a) the Investor exercises its conversion rights to fully convert the Cash CB and the Acquired Crescent Spring Bonds; and/or (b) Crescent Spring exercises its conversion rights to fully convert the remaining Crescent Spring Bonds and be allotted and issued with its entitlements of the Scheme Shares, each of the Investor and Crescent Spring will be interested in over 30% of the entire issued share capital of the Company as enlarged by the allotment and issue of the conversion shares pursuant to the Cash CB and the Crescent Spring Bonds, the Placing and the Scheme Shares (assuming that there is no change in the issued share capital of the Company from the date of this announcement and up to the date of full exercise of the conversion rights under the Cash CB and the Crescent Spring Bonds and allotment and issue of the shares pursuant to the Placing and the Scheme Shares, other than as a result of the conversions of the Cash CB and the Crescent Spring Bonds, the Scheme Shares and the shares pursuant to the Placing).

As such, the Investor and Crescent Spring would be required to make a mandatory general offer for all the issued Shares not already owned or agreed to be acquired by the Investor, Crescent Spring and their respective parties acting in concert under Rule 26.1 of the Takeovers Code, unless a waiver from strict compliance with Rule 26.1 of the Takeovers Code is granted by the Executive.

An application will be made by the Investor and Crescent Spring to the Executive for the Whitewash Waiver pursuant to Note 1 on dispensations from Rule 26 of the Takeovers Code. The Whitewash Waiver, if granted by the Executive, would be subject to, among other things, the approval of the Independent Shareholders at the SGM by way of poll. Under the Takeovers Code, the resolution(s) in relation to the Whitewash Waiver shall be approved by at least 75% of the independent votes that are cast either in person or by proxy by the Independent Shareholders at the SGM by way of poll and the conversion of the Cash CB and the Acquired Crescent Spring Bonds by the Investor and the conversion of the remaining balance of the Crescent Spring Bonds by Crescent Spring would be subject to the approval by more than 50% of the Independent Shareholders at the SGM by way of poll. The Executive may or may not grant the Whitewash Waiver. As it is a condition precedent to Completion that the Whitewash Waiver is granted by the Executive and approved by the Independent Shareholders, the Restructuring Transactions will not proceed if the Whitewash Waiver is not granted by the Executive and approved by the Independent Shareholders at the SGM.

### **Consent for the Special Deal**

Among the Shareholders, Bright Achieve Investments Limited and Dr. Dai Xiaobing are Creditor Shareholders under the Creditors' Scheme. The ultimate beneficial owner of Bright Achieve Limited is Mr. Chen Jiajun.

As at the date of this announcement, Bright Achieve Investments Limited is interested in 719,763,500 Shares, representing approximately 21.51% of the Shares and Dr. Dai Xiaobing is interested in 158,504,000 Shares, representing approximately 4.74% of the Shares, together the Creditor Shareholders are interested in an aggregate of 878,267,500 Shares, representing approximately 26.25% of the Shares and have claims of approximately HK\$8,163,598 in aggregate against the Company. The Creditor Shareholders will receive payments and Shares under the Creditors' Scheme if they become effective and such payments and allotment of Shares are not extended to other Shareholders. As such, the repayment of the debts to the Creditors Shareholders pursuant to the Creditors' Scheme constitute a special deal under Note 5 to Rule 25 of the Takeovers Code, and requires the consent of the Executive, provided that the independent financial adviser considers that the terms of the transactions contemplated thereunder are fair and reasonable and the transactions are approved by the Independent Shareholders at the SGM. The Company will apply to the Executive for consent under Rule 25 of the Takeovers Code in relation to the Creditors' Scheme.

Save for the Creditor Shareholders (including Bright Achieve Investments Limited and Dr. Dai Xiaobing), which will be required to abstain, no other Shareholders will be required to abstain from voting on the relevant resolutions relating to the Creditors' Scheme, the subscription of the Cash CB, the Specific Mandate, the Whitewash Waiver and the Special Deal to be proposed at the SGM.

## RESUMPTION OF TRADING IN THE SHARES

At the request of the Company, trading in the Shares has been halted with effect from 9:00 a.m. on 15 August 2023 pending the issue of this announcement. Application has been made for the resumption of trading in the Shares with effect from 9:00 a.m. on 25 September 2023 following the publication of this announcement.

## WARNING

**Completion of the Restructuring Transactions is subject to the fulfilment of various conditions precedents of the Restructuring Transactions, including (i) the Whitewash Waiver having been granted by the Executive; and (ii) the listing of, and permission to deal in the conversion shares pursuant to the Crescent Spring Bonds (as amended by the Amendment of the Crescent Spring Bonds) and the Cash CB, the Scheme Shares and the shares pursuant to the Placing having been granted by the Stock Exchange. In the event that the listing of, and permission to deal in the conversion shares pursuant to the Crescent Spring Bonds (as amended by the Amendment of the Crescent Spring Bonds) and the Cash CB, the Scheme Shares and the shares pursuant to the Placing is not granted, the Restructuring Transactions will not become unconditional and will not proceed.**

**Accordingly, the Restructuring Transactions may or may not proceed. Shareholders and potential investors of the Company should therefore exercise caution when dealing in the Shares. If they are in any doubt, they should consult their professional advisers.**

## DEFINITIONS

In this announcement, unless the context otherwise requires, the following words and expressions shall have the following meanings:

“acting in concert”	having the meaning as ascribed thereto under the Takeovers Code
“Acquired Crescent Spring Bonds”	part of the entire amount of the Crescent Spring Bonds, which shall be acquired by the Investor from Crescent Spring. Immediately upon completion of such acquisition, the obligations owed by the Company to Crescent Spring pursuant to the Acquired Crescent Spring Bonds will be owed by the Company to the Investor instead
“Admitted Claim(s)”	a Claim which is admitted by the scheme administrator in accordance with the Creditors’ Scheme
“Amendment of the Crescent Spring Bonds”	the amendment of the Crescent Spring Bonds pursuant to the terms and conditions of the Restructuring

## Framework Agreement

“Board”	the board of Directors
“BVI”	the British Virgin Islands
“Cash CB”	the convertible bonds to be issued by the Company to the Investor for consideration to be made in cash and will be utilised as the Scheme Cash Consideration
“Claim(s)”	any debt, liability or obligation of the Company, whether known or unknown, whether present or future, whether certain or contingent, whether liquidated or unliquidated and which includes without limitation a debt or liability to pay money or money’s worth, any liability under any statute or enactment, any liability for breach of trust, any liability in contract, tort or bailment and any liability arising out of an obligation to make restitution which would be admissible to proof in a compulsory winding-up of the Company under the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32) or, if required, the Companies Act 1981 of Bermuda (as amended)
“Company”	Sino Oil and Gas Holdings Limited, a company incorporated in Bermuda with limited liability and the issued Shares of which are listed on the Main Board of the Stock Exchange (stock code: 702)
“Completion”	where following shall occur: (i) the completion of the subscription of the Cash CB; (ii) the completion of the acquisition of the First Batch of the Acquired Crescent Spring Bonds; (iii) the Exercise of the Conversion Rights; (iv) the taking effect of the Amendment of the Crescent Spring Bonds; and (v) the taking effect of the Creditors’ Scheme
“Creditor(s)”	any person to whom or which the Company owes a Claim

“Creditor Shareholder(s)”	the Shareholder(s) and person(s) who is/are interested in the Shares who is/are also Creditor(s)
“Creditors’ Scheme”	the proposed scheme of arrangement proposed by the Company to its Creditors pursuant to the Companies Ordinance (Chapter 622 of the Laws of Hong Kong) on the terms that the Creditors accept in full discharge of their Claims with, or subject to, any modification, addition or conditions approved or imposed by the High Court of Hong Kong
“Crescent Spring”	Crescent Spring Investment Holdings Limited, a company incorporated in the BVI with limited liability, being the legal and beneficial owner of the Crescent Spring Bonds as at the date of this announcement. Crescent Spring is an indirect wholly owned subsidiary of Huarong Overseas Chinese Asset Management Co., Ltd., which in turn is owned as to 91% by Huarong Zhiyuan Investment Management Co., Ltd., a wholly owned subsidiary of China Huarong Asset Management Co., Ltd. As at the date of this announcement, each of Crescent Spring and its holding companies is not an existing Shareholder
“Crescent Spring Bonds”	the secured convertible bonds issued by the Company to Crescent Spring in the principal amount of United States dollars 130,000,000 pursuant to the subscription agreement dated 31 May 2016 entered into between the Company as the issuer and Crescent Spring as the bondholder with maturity date on 29 September 2020, a conversion price of HK\$0.168 per Share (subject to adjustments) and the maximum number of Shares issuable by the Company upon full conversion is 6,012,500,000 Shares. For further details, please refer to the announcements of the Company dated 31 May 2016, 30 September 2016, 22 March 2018, 13 July 2018, 15 August 2018 and 2 November 2018

“Director(s)”	the director(s) of the Company
“Executive”	the Executive Director of the Corporate Finance Division of the Securities and Futures Commission of Hong Kong or any of his delegates
“Exercise of the Conversion Rights”	the exercise of the conversion rights by the Investor under either the Cash CB or the First Batch of the Acquired Crescent Spring Bonds and the exercise of the conversion rights by Crescent Spring under the Crescent Spring Bonds less the Acquired Crescent Spring Bonds upon Completion
“First Batch of the Acquired Crescent Spring Bonds”	part of the Acquired Crescent Spring Bonds, which shall be acquired by the Investor from Crescent Spring at Completion
“Group”	the Company and its subsidiaries from time to time
“HK\$”	Hong Kong Dollars, the lawful currency of Hong Kong
“Holdco”	Top Resource Energy Co. Ltd. (天壕能源股份有限公司) (previously known as Top Resource Conservation & Environment Corp. (天壕環境股份有限公司)), which is a company established in the PRC with limited liability and listed on the Shenzhen Stock Exchange (stock code: 300332.SHE), the single largest controlling shareholder of which is Mr. Chen Zuotao holding as to approximately 19.88% and the holding company of the Investor
“Hong Kong”	the Hong Kong Special Administrative Region of the PRC
“Increase in the Authorised Share Capital”	the increase of the authorised share capital of the Company by the creation of such number of additional Shares
“Independent	Shareholder(s) other than: (i) the Creditor Shareholders;



Shareholder(s)”	(ii) the Shareholders who are involved in or interested in the Restructuring Transactions, the Whitewash Waiver and the Special Deal; and (iii) those who are required to abstain from voting at the SGM to consider and approve, among others, the Restructuring Transactions, the Whitewash Waiver, the Specific Mandate and the Special Deal under the Takeovers Code and the Listing Rules
“Independent Third Party(ies)”	third party(ies) independent of the Company and its connected persons (as defined in the Listing Rules)
“Investor”	TRCE Investment (Hong Kong) Limited (天壕投資(香港)有限公司), a company incorporated in Hong Kong with limited liability and a wholly owned subsidiary of the Holdco
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“Placing”	the placing of Shares pursuant to the terms and conditions of the Placing Agreement
“Placing Agreement”	the conditional placing agreement to be entered into between the Company with one or more placing agent(s) pursuant to which the Independent Third Parties will be procured to subscribe for, contemporaneously at Completion, sufficient number of shares for the purpose of ensuring continuous compliance by the Company with the requirement under Rule 8.08(1) of the Listing Rules immediately before and after Completion
“PRC”	the People’s Republic of China which for the purpose of this announcement shall exclude Hong Kong, Macau Special Administrative Region of the PRC and Taiwan
“Restructuring Framework Agreement”	the conditional restructuring framework agreement entered into by the Company and the Investor dated 14 August 2023, pursuant to which, among others, the

	parties have agreed to implement the Restructuring Transactions
“Restructuring Transactions”	collectively, (i) the Increase in the Authorised Share Capital; (ii) the subscription of the Cash CB by the Investor; (iii) the Amendment of the Crescent Spring Bonds; (iv) the acquisition of the Acquired Crescent Spring Bonds; (v) the Placing; and (vi) the Creditors’ Scheme
“Scheme Cash Consideration”	the payment of cash in the amount equivalent to the proceeds from the subscription of the Cash CB
“Scheme Creditors”	any person having an Admitted Claim
“Scheme Share(s)”	new Shares to be allotted and issued by the Company to the Scheme Creditors pursuant to the terms of the Creditors’ Scheme
“SGM”	the special general meeting of the Company to be convened for the purpose of considering, and if thought fit, approving, among others, the Increase in the Authorised Share Capital, the issue of the Cash CB, the Amendment of the Crescent Spring Bonds, the Specific Mandate, the Whitewash Waiver, the Special Deal and the Creditors’ Scheme
“Share(s)”	ordinary share(s) of the Company
“Shareholder(s)”	holder(s) of Share(s)
“Special Deal”	the proposed settlement under the Creditors’ Scheme of the indebtedness due to such Creditor Shareholders, which constitute a special deal under Rule 25 of the Takeovers Code
“Specific Mandate”	a specific mandate to be sought from the Independent Shareholders at the SGM to authorise the Directors to allot and issue the conversion shares pursuant to the

Crescent Spring Bonds (as amended by the Amendment of the Crescent Spring Bonds) and the Cash CB, the Scheme Shares and the shares pursuant to the Placing

“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Takeovers Code”	the Hong Kong Code on Takeovers and Mergers
“Term Sheet”	the conditional legal binding term sheet dated 24 March 2023 entered into between the Company and the Holdco in respect of, among others, the allotment and issue of convertible bonds and shares of the Company (as amended and supplemented by the supplemental term sheet dated 4 May 2023)
“Whitewash Waiver”	the waiver from the Executive pursuant to Note 1 on dispensations from Rule 26 of the Takeovers Code in respect of the obligations of the Investor and Crescent Spring to make a mandatory general offer for all of the Shares not already owned or agreed to be acquired by the Investor, Crescent Spring and any parties acting in concert with any of them which would otherwise arise as a result of the allotment and issue of the conversion shares pursuant to the Crescent Spring Bonds and the Cash CB and the Scheme Shares
“%”	per cent.

By Order of the Board  
**Sino Oil and Gas Holdings Limited**  
**Dai Xiaobing**  
*Chairman*

Hong Kong, 22 September 2023

*As at the date of this announcement, the Board comprises two Executive Directors, namely, Dr. Dai Xiaobing and Mr. Wan Tze Fan Terence; four Non-executive Directors, namely, Mr. King Hap Lee, Mr. Huang Shaowu, Mr. Tsang Hing Bun and Ms. Wong Kai Ling; and three Independent Non-executive Directors, namely, Dr. Wang Yanbin, Dr. Dang Weihua and Mr. Wan Man Wah.*

*The Directors jointly and severally accept full responsibility for the accuracy of the information contained in this announcement and confirm, having made all reasonable enquiries, that to the best of their knowledge, opinions expressed in this announcement have*

*been arrived at after due and careful consideration and there are no other facts not contained in this announcement the omission of which would make any statement in this announcement misleading.*