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**LOAN FACILITIES GRANTED TO THE COMPANY
AND
DISCLOSURE PURSUANT TO RULE 13.18 OF THE LISTING RULES**

The Board announces that the Company, as borrower, has entered into the Syndicated Loan Agreement and the Bridging Loan Agreement, pursuant to which the Lenders shall agree to grant to the Company the Syndicated Loan Facilities upon the terms and conditions as set out in the Syndicated Loan Agreement. The Lenders also agreed to grant to the Company the Bridging Loan Facilities to meet the Company's financial needs before fulfilment of all conditions precedent for drawdown of the Syndicated Loan Facilities upon the terms and conditions of the Bridging Loan Agreement.

THE SYNDICATED LOAN AGREEMENT

Date: 5 December 2023

Parties: The Company, as borrower
The Lenders
The Guarantors
The Agent
(and other parties as set out in the Syndicated Loan Agreement)

Availability Period, Maturity and Repayment

The Syndicated Loan Facilities shall be available for the period from and including the date of the Syndicated Loan Agreement to and including the date falling 36 months after the date of the Syndicated Loan Agreement.

The Syndicated Loan Facilities will be matured for repayment in full on the date falling 36 months after the first utilization date of the Syndicated Loan Facilities being drawn down (“**Initial Maturity Date**”), it can be extended to the date falling 60 months after the first utilization date of the Syndicated Loan Facilities if the Company make the extension request at any time during the period from (and including) 180 days prior to the Initial Maturity Date to the date falling 60 days prior to the Initial Maturity Date (“**Extended Maturity Date**”, together with the Initial Maturity Date, the “**Maturity Date**”).

The Company may give not less than 30 days’ prior written notice, repay the whole or any part of the Syndicated Loan Facilities before the Maturity Date.

Interest

The rate of interest on the Syndicated Loan Facilities for any day during the interest period is the percentage rate per annum which is the aggregate of the applicable:

- (i) Margin which shall be at 1.70%, 1.75% or 1.80% per annum; and
- (ii) Compounded Reference Rate for that day.

SECURITY AND GUARANTEE

The Syndicated Loan Facilities under the Syndicated Loan Agreement was secured by:

1. the Security Documents include, among others:
 - (i) the Hong Kong law governed share charge dated 25 April 2013 granted by Super Aim Investments Limited, Accelstar Pacific Limited, Plentigreat Holdings Limited, Star Charm Holdings Limited, Vast China Group Limited, All Praise Investments Limited and COGGL(BVI) in favour of the Collateral Agent over the shares in the respective Guarantor, as partially released by the deed of partial release dated 20 October 2020 executed by the Collateral Agent in favour of Accelstar Pacific Limited, Star Charm Holdings Limited and All Praise Investments Limited (the “**Hong Kong Shares Charges**”); and
 - (ii) the BVI law governed share charge dated 25 April 2013 granted by COGGL(BVI), All Praise Investments Limited, Plentigreat Holdings Limited and Real Million Investments Limited in favour of the collateral agent over the shares in the respective Guarantor, as partially released by the deed of release dated 20 October 2020 between All Praise Investments Limited, Plentigreat Holdings Limited and Citicorp International Limited as collateral agent (“**BVI Shares Charges**”).
2. the guarantee and indemnity provided by each Guarantor whereby each Guarantor irrevocably and unconditionally jointly and severally guarantees, among others, the punctual performance by the Company of all the Company’s obligations under the Syndicated Loan Agreement and any other incidental documents.

THE BRIDGING LOAN AGREEMENT

Date: 5 December 2023

Parties: The Company as borrower
The Lenders
The Guarantors
The Agent
(and other parties as set out in the Bridging Loan Agreement)

Availability Period, Maturity and Repayment

The Bridging Loan Facilities shall be available for the period from and including the date of the Bridging Loan Agreement to and including the date falling three months after the date of the Bridging Loan Agreement.

The Bridging Loan Facilities will be matured for repayment in full on the date falling 364 days after the utilization date of the Bridging Loan Facilities being drawn down.

The Company may give not less than 30 days' prior written notice, repay the whole or any part of the Bridging Loan Facilities before maturity.

Interest

The rate of interest on the Bridging Loan Facilities for any day during the interest period is the percentage rate per annum which is the aggregate of the applicable:

- (i) Margin which shall be at 1.70%, 1.75% or 1.80% per annum; and
- (ii) Compounded Reference Rate for that day.

SECURITY AND GUARANTEE

The Bridging Loan Facilities under the Bridging Loan Agreement was secured by:

1. the Security Documents include, among others:
 - (i) the Hong Kong Shares Charges; and
 - (ii) the BVI Shares Charges.
2. the guarantee and indemnity provided by each Guarantor whereby each Guarantor irrevocably and unconditionally jointly and severally guarantees, among others, the punctual performance by the Company of all the Company's obligations under the Bridging Loan Agreement and any other incidental documents.

DISCLOSURE PURSUANT TO RULE 13.18 OF THE LISTING RULES

Under the Syndicated Loan Agreement and the Bridging Loan Agreement, if there occurs a change in control, the Lenders may declare the participation in the Syndicated Loan Facilities or the Bridging Loan Facilities (where appropriate) due and payable. The change in control includes, among others:

- (a) Mr. Xu Tie-liang (“**Mr. Xu**”), executive Director, chairman of the Board and chief executive officer of the Company (whether individually or collectively with his spouse and his or his spouse’s children (whether through a trust or otherwise)):
 - (i) is not, or ceases to be the single largest direct or indirect beneficial holder (holding not less than 25%) of each class of the Company’s equity interests carrying any entitlement to vote; or
 - (ii) does not, or ceases to (without prejudice to paragraph (i) above) directly or indirectly control the Group. For the purpose of this paragraph, “control” has the meaning given to it in The Codes on Takeovers and Mergers and Share Buy-backs;
- (b) Mr. Xu is not, or ceases to be, chairman of the Board unless replaced by a person approved by all the Lenders; or
- (c) the Company does not, or ceases to:
 - (i) own beneficially (and directly or indirectly) not less than 51% of each class of CCNG’s equity interests carrying any entitlement to vote; or
 - (ii) control, directly or indirectly, CCNG. For the purpose of this paragraph, “control” means the ability to direct CCNG’s affairs and/or the composition of its board of directors (or equivalent body).

The Company will continue to make relevant disclosure under its subsequent interim and annual reports pursuant to Rule 13.21 of the Listing Rules as long as circumstances giving rise to the obligations under Rule 13.18 of the Listing Rules continue to exist.

REASONS AND BENEFITS OF THE SYNDICATED LOAN AGREEMENT AND THE BRIDGING LOAN AGREEMENT

The Company intends to utilize the Syndicated Loan Facilities to repay certain existing indebtedness, including the outstanding amount due under the Existing Loan Agreement and for general corporate purposes. The Bridging Loan Facilities is granted for the purpose of provision of the bridging arrangement to the Company to meet the Company’s financial needs before fulfilment of all conditions precedent for the drawdown of the Syndicated Loan Facilities.

The Directors confirmed that, to the best of their knowledge, information and belief after having made all reasonable enquiries, each of the Lenders, the Agent and other parties to the Syndicated Loan Agreement and the Bridging Loan Agreement are third parties independent of and not connected with the Company and its connected persons.

DEFINITIONS

In this announcement, unless the context otherwise requires, capitalized terms used herein shall have the following meanings:

“Agent” or “Coordinating Bank”	China Citic Bank International Limited
“Board”	the board of Directors
“BVI”	British Virgin Islands
“Bridging Loan Agreement”	the facility agreement for a term loan facility up to US\$300 million entered into between, among others, the Company as borrower, the Guarantors, the Coordinating Bank, the Lenders and the Agent
“Bridging Loan Facilities”	a loan facility up to an aggregate principal amount of US\$300 million
“CCNG”	China City Natural Gas Investment Group Co., Ltd. (中油中泰燃氣投資集團有限公司) (formerly known as China City Natural Gas Co., Ltd.), a company incorporated in the PRC and is a subsidiary indirectly owned as to 51% by the Company
“COGGL(BVI)”	China Oil And Gas Group Limited 中油燃氣集團有限公司, a company incorporated in the BVI with limited liability and is a wholly-owned subsidiary of the Company
“Collateral Agent”	Citicorp International Limited
“Company”	China Oil And Gas Group Limited (中油燃氣投資集團有限公司), a company incorporated in Bermuda with limited liability, the Shares of which are listed on the Main Board of the Stock Exchange with stock code 603
“connected person(s)”	has the meaning ascribed to it under the Listing Rules
“Director(s)”	director(s) of the Company

“Existing Loan Agreement”	the facility agreement dated 31 December 2021 entered into between, among others, the Company as borrowers and the Guarantors, and certain banks relating to a US\$290 million term loan facility
“Group”	the Company and its subsidiaries
“Guarantors”	collectively, All Praise Investments Limited, Alta Financial Holdings Limited, China Oil And Gas Group (Jiangxi) Company Limited, Hong Kong China Oil And Gas Group Limited, Plentigreat Holdings Limited, Real Million Investments Limited, Skytop International Holdings Limited, Super Aim Investments Limited, Top Best Group (Hong Kong) Limited and Vast China Group Limited, Zhongda Industrial Group Inc., all being wholly-owned subsidiaries of the Company, and the Company or any other additional guarantee as may be required
“Hong Kong”	the Hong Kong special administrative region of the People’s Republic of China
“Lenders”	China Citic Bank International Limited, Ping An Bank Co., Ltd., KDB Asia Limited, China Minsheng Banking Corp., Ltd. Hong Kong Branch, Shanghai Pudong Development Bank Co., Ltd., Shinhan Bank Hong Kong Branch, KEB Hana Bank, Hong Kong Branch and KEB Hana Global Finance Limited
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“PRC”	The People’s Republic of China (for the purpose of this announcement, exclude Hong Kong, Macau special administrative region of the PRC and Taiwan)
“The Codes on Takeovers and Mergers and Share Buy-backs”	The Codes on Takeovers and Mergers and Share Buy-backs issued by the Securities and Futures Commission of Hong Kong as amended, supplemented or otherwise modified from time to time
“Share(s)”	ordinary share(s) of par value of HK\$0.01 each in the share capital of the Company
“Shareholders”	holders of Shares
“Stock Exchange”	The Stock Exchange of Hong Kong Limited

“Syndicated Loan Agreement”	the facility agreement for a term loan facility up to US\$350 million entered into between, among others, the Company as borrower, the Guarantors, the Coordinating Bank, the Lenders and the Agent
“Syndicated Loan Facilities”	a loan facility up to an aggregate principal amount of US\$350 million
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong
“RMB”	Renminbi, the lawful currency of the PRC
“US\$”	United States dollars, the lawful currency of the United States of America
“%”	the percentage

By Order of the Board
China Oil And Gas Group Limited
Chan Yuen Ying, Stella
Company Secretary

Hong Kong, 5 December 2023

As at the date of this announcement, the Board comprises four executive Directors, namely Mr. Xu Tie-liang (Chairman and Chief Executive Officer), Ms. Guan Yijun, Mr. Gao Falian and Ms. Xu Ran; and three independent non-executive Directors, namely Ms. Liu Zhihong, Mr. Wang Guangtian and Mr. Yang Jie.

** for identification purposes only*