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中油港燃能源集團控股有限公司

CHINA OIL GANGRAN ENERGY GROUP HOLDINGS LIMITED

(Provisional Liquidators Appointed)

(For Restructuring Purposes)

(Incorporated in the Cayman Islands with limited liability)

Stock Code: 8132

VOLUNTARY ANNOUNCEMENT IN RELATION TO ASSIGNMENT AND NOVATION OF THE MEMORANDUM OF UNDERSTANDING

THE DEED OF ASSIGNMENT AND NOVATION

On 6 March 2020, the Company entered into the Deed of Assignment and Novation with the Assignor, the Assignee and the Warrantor pursuant to which (a) the Assignor has assigned to the Assignee all its rights, titles, benefits and interests in and under the MOU (including the Non-Refundable Deposit under the MOU); and (b) the Assignee has undertaken to each of the Assignor and the Company to be bound by and to observe and perform the terms, conditions and covenants of the MOU on the part of the Assignor, and to assume all liabilities of the Assignor under the MOU from the date of the Deed of Assignment and Novation.

Reference is made to the announcement of the Company dated 23 December 2019. On 23 December 2019, the Company and the Assignor entered into the MOU pursuant to which the Assignor has agreed to subscribe and the Company has agreed to allot and issue the Subscription Shares and to issue the Bonds. In consideration of the Company entering into the MOU, the Assignor has paid to the Company the Non-Refundable Deposit in the sum of HK\$5,000,000 in cash.

On 6 March 2020, the Company entered into the Deed of Assignment and Novation with the Assignor, the Assignee and the Warrantor pursuant to which (a) the Assignor has assigned to the Assignee all its rights, titles, benefits and interests in and under the MOU (including the Non-Refundable Deposit under the MOU); and (b) the Assignee has undertaken to each of the Assignor and the Company to be bound by and to observe and perform the terms, conditions and covenants of the MOU on the

part of the Assignor, and to assume all liabilities of the Assignor under the MOU from the date of the Deed of Assignment and Novation. Details of the Deed of Assignment and Novation are set out below:

THE DEED OF ASSIGNMENT AND NOVATION

Date: 6 March 2020

Parties: (1) China Oil Gangran Energy Group Holdings Limited, as the company;

(2) Hong Lin Investments L.P., as the assignor;

(3) BAINENG Holdings Limited, as the assignee; and

(4) Xu Tianduo (徐天鐸), as the warrantor.

As at the date of this announcement, (i) the Assignor is beneficially wholly-owned by Hong Lin Limited; and (ii) Hong Lin Limited is a company incorporated in the Cayman Islands with limited liability and is beneficially wholly-owned by the Warrantor.

The Assignee is a company incorporated in Hong Kong with limited liability and is principally engaged in investment holding.

To the best knowledge, information and belief of the Directors having made all reasonable enquiries, the Assignor, the Assignee and their respective ultimate beneficial owner(s) are Independent Third Parties.

Assets to be assigned

In consideration of the sum of HK\$7,000,000 paid by the Assignee to the Assignor (the receipt of which was acknowledged by the Assignor and the Warrantor), the Assignor has assigned to the Assignee all its rights, titles, benefits and interests in and under the MOU (including the Non-Refundable Deposit under the MOU).

The Company has acknowledged receipt of the notice of Assignment. The Company has confirmed that it will fulfil its obligations in relation to the MOU in favour of the Assignee as if the Assignee was a signing party to the MOU.

Obligations and liabilities to be novated

The Assignee undertakes to each of the Assignor and the Company to be bound by and to observe and perform the terms, conditions and covenants of the MOU on the part of Assignor and to assume all liabilities of the Assignor under the MOU from the date of the Assignment and Novation.

The Company has agreed (i) to release and discharge the Assignor from all its obligations and liabilities in respect of MOU and from all claims and demands whatsoever arising out of or in respect of the MOU from the date of the Deed of Assignment and Novation; and (ii) to accept the liability of the Assignee to observe and perform the terms, conditions and covenants of the MOU in lieu of the liability of the Assignor.

Guarantee

The Warrantor is the sole director of the Assignor. The Warrantor has warranted and guaranteed, amongst other things, the due performance of the Assignor's obligations under the Deed of Assignment and Novation.

Reasons for and benefits of entering into the Deed of Assignment and Novation

The Group is principally engaged in the following businesses: (i) the manufacture and sale of power cords and inlet sockets for household electric appliances as well as power and data cords for mobile phones and medical control devices; (ii) the trading of mobile smart phones; (iii) the development of digital applications, including handheld electronic game consoles, mobile game applications, digital marketing solutions; (iv) the liquefied natural gas, compressed natural gas and other related clean energy businesses; (v) refined oil retail business; and (vi) trading of Methyl tert-butyl ether.

The Directors consider that the entering into of the Deed of Assignment and Novation will facilitate the Possible Subscriptions. The Possible Subscriptions, if materialise, represents a good opportunity for the Group to obtain interim financing to support the Group's daily operations and will be beneficial for the Proposed Restructuring. The Directors are of the view that the terms of the Deed of Assignment and Novation are fair and reasonable and in the interests of the Company and the Shareholders as a whole.

DEFINITIONS

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

“Assignee”	BAINENG Holdings Limited, a company incorporated in Hong Kong with limited liability
“Assignment”	the assignment of all the rights, titles, benefits and interests in the MOU by the Assignor to the Assignee pursuant to the terms of the Deed of Assignment and Novation
“Assignor”	Hong Lin Investments L.P., an exempted limited partnership registered in the Cayman Islands
“Board”	the board of Directors
“Bonds”	certain bonds which may or may not be issued by the Company pursuant to the MOU
“Company”	China Oil Gangran Energy Group Holdings Limited, a company incorporated in the Cayman Islands with limited liability, the Shares of which are listed on GEM of The Stock Exchange of Hong Kong Limited (stock code: 8132)
“connected person(s)”	has the meaning ascribed to it under the GEM Listing Rules
“Deed of Assignment and Novation”	the deed of assignment and novation dated 6 March 2020 and entered into between the Assignor, the Assignee, the Warrantor and the Company in relation to the Assignment and the Novation
“Director(s)”	director(s) of the Company
“GEM Listing Rules”	the Rules Governing the Listing of Securities on GEM
“Group”	the Company and its subsidiaries
“Hong Kong”	the Hong Kong Special Administrative Region of the People’s Republic of China

“Independent Third Party(ies)”	any person(s) or company(ies) and their respective ultimate beneficial owner(s) which, to the best of the Directors’ knowledge, information and belief having made all reasonable enquiries, are third parties independent of the Company and its connected persons
”MOU”	the memorandum of understanding dated 23 December 2019 and entered into between the Company and the Assignor in relation to the Possible Subscriptions
“Non-Refundable Deposit”	the non-refundable deposit in the sum of HK\$5,000,000 paid by the Assignor to the Company under the MOU
“Novation”	the novation of all the obligations and liabilities under the MOU by the Assignor to the Assignee pursuant to the terms of the Deed of Assignment and Novation
“Possible Subscription of Bonds”	the possible subscription of the Bonds pursuant to the MOU
“Possible Subscription of Shares”	the possible subscription of the Subscription Shares pursuant to the MOU
“Possible Subscriptions”	collectively, the Possible Subscription of Bonds and the Possible Subscription of Shares
“Proposed Restructuring”	the proposed restructuring of the capital / debt restructuring of the Group
“Share(s)”	ordinary share(s) of HK\$0.004 each in the share capital of the Company
“Shareholder(s)”	holder(s) of the Share(s)

“Subscription Shares”	certain new Shares which may or may not be issued by the Company pursuant to the MOU
“Warrantor”	Xu Tianduo (徐天鐸)
“HK\$”	Hong Kong dollar(s), the lawful currency of Hong Kong

By order of the Board
China Oil Gangran Energy Group Holdings Limited
(Provisional Liquidators Appointed)
(For Restructuring Purposes)
Yeung Shing Wai
Executive Director

Hong Kong, 6 March 2020

As at the date of this announcement, the executive Directors are Mr. Rong Changjun, Mr. Zhang Wenrong, Mr. Yuan Beisheng, Ms. Hui Sai Ha, Mr. Yeung Shing Wai and Mr. Chen Tian Gang; and the independent non-executive Directors are Mr. Chu Kin Ming, Mr. Chiam Tat Yiu and Mr. Chan Wai Cheung Admiral.

This announcement, for which the Directors collectively and individually accept full responsibility, includes particulars given in compliance with the GEM Listing Rules for the purpose of giving information with regard to the Company. The Directors, having made all reasonable enquiries, confirm that to the best of their knowledge and belief the information contained in this announcement is accurate and complete in all material respects and not misleading or deceptive, and there are no other matters the omission of which would make any statement herein or this announcement misleading.

This announcement will remain on the “Latest Company Announcements” page of the GEM website at <http://www.hkgem.com> for at least 7 days from the date of its posting and on the websites of the Company at www.chinaoilgangran.com and <http://chinaoilgangran.todayir.com>.