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IDG Energy

IDG ENERGY INVESTMENT GROUP LIMITED

IDG 能源投資集團有限公司*

(formerly known as “Shun Cheong Holdings Limited 順昌集團有限公司”)

(Incorporated in Bermuda with limited liability)

(Stock Code: 650)

ANNOUNCEMENT

(1) MAJOR TRANSACTION

IN RELATION TO ENTERING INTO THE CREDIT AGREEMENT; AND

(2) FURTHER DELAY OF DISTRIBUTION OF ESCROW FUNDS AND G&A FUNDS UNDER THE PREVIOUS TRANSACTION

References are made to the announcements of the Company dated 22 November 2016 and 28 April 2017 and the circular of the Company dated 9 March 2017 in relation to the Previous Transaction. References are also made to the announcements of the Company dated 3 August 2017, 11 August 2017 and 13 August 2017 in relation to, among others, the negotiation of an alternative transaction regarding assets of the Sellers by the Company and the Sellers.

On 14 August 2017 (local time in Houston, Texas), Stonehold entered into the Acquisition Agreement with Stonegate, pursuant to which, Stonegate has conditionally agreed to sell and Stonehold has conditionally agreed to purchase the Target Assets. The Target Assets form part of the assets of the Sellers originally agreed to be purchased by the Company under the Previous Transaction. All Target Assets are non-operated oil and gas assets of Stonegate.

The Board is pleased to announce that, on 14 August 2017 (local time in Houston, Texas), the Company and Think Excel (a wholly-owned subsidiary of the Company) entered into the Credit Agreement with Stonehold, pursuant to which, the Company and Think Excel have conditionally agreed to grant the Term Loan to Stonehold. Stonehold is a company wholly owned and solely controlled by Breyer Capital, which is a globally renowned venture capital and private equity investor whose portfolio investments include, among others, Facebook, Legendary, Etsy, and Marvel Entertainment. The Company considers it a great pleasure to have the opportunity to cooperate with such world-class investors as Breyer Capital and its members.

* For identification purposes only

On the same day (local time in Houston, Texas), the Company entered into a letter agreement with the Sellers, agreeing on the further delay of distribution of the Continuing Escrow Fund from 15 August 2017 (local time in Houston, Texas) to 29 September 2017 (local time in Houston, Texas). The Continuing Escrow Fund will be distributed in accordance with the following: (i) if the closing of the Acquisition occurs on or prior to 28 September 2017 (such date may be extended by mutual agreement of the parties in their sole discretion), contemporaneous with the closing, all of the Continuing Escrow Fund will be released to the Company; or (ii) if the Acquisition is terminated prior to 28 September 2017 (such date may be extended by mutual agreement of the parties in their sole discretion) for any reason (including any breach by Stonegate or Stonehold), the Continuing Escrow Fund will be distributed as previously agreed in the APA.

As the highest applicable percentage ratio (as defined in Rule 14.07 of the Listing Rules) in respect of the Credit Agreement exceeds 25%, the transaction contemplated under the Credit Agreement constitutes a major transaction of the Company and is subject to the reporting, announcement, circular and Shareholders' approval requirements under the Listing Rules. In addition, as the commitment amount of the Company and Think Excel of the Term Loan under the Credit Agreement exceeds 8% under the assets ratio as defined under Rule 14.07 of the Listing Rules, pursuant to Rule 13.13 of the Listing Rules, the grant of the Term Loan is subject to the general disclosure obligation of the Company under Rule 13.15 of the Listing Rules.

To the best of the Directors' knowledge, information and belief having made all reasonable enquiries, no Shareholder has a material interest in the Credit Agreement and accordingly, no Shareholder is required to abstain from voting if the Company were to convene a Shareholders' meeting for approving the Credit Agreement and the transactions contemplated thereby. The Controlling Shareholder, holding 829,641,578 Shares (representing approximately 51.32% of the total issued share capital of the Company as at the date of this announcement), has given its written approval for the Credit Agreement and the transactions contemplated thereunder and such written approval is accepted in lieu of holding a general meeting pursuant to Rule 14.44 of the Listing Rules. Accordingly, no physical Shareholders' meeting will be held by the Company for approving the Credit Agreement and the transactions contemplated thereunder.

A circular containing, among other things, further details of the Term Loan and the transactions contemplated under the Credit Agreement is expected to be despatched to the Shareholders on or before 5 September 2017 in accordance with the Listing Rules.

ACQUISITION OF THE TARGET ASSETS BY STONEHOLD

References are made to the announcements of the Company dated 22 November 2016 and 28 April 2017 and the circular of the Company dated 9 March 2017 in relation to the acquisition of certain oil and gas producing assets in the US (the "**Previous Transaction**"). References are also made to the announcements of the Company dated 3 August 2017, 11 August 2017 and 13 August 2017 in relation to, among others, the negotiation of an alternative transaction regarding assets of the Sellers by the Company and the Sellers.

On 14 August 2017 (local time in Houston, Texas), Stonehold entered into the Acquisition Agreement with Stonegate, pursuant to which, Stonegate has conditionally agreed to sell and Stonehold has conditionally agreed to purchase the Target Assets. The Target Assets form part of the assets of the Sellers originally agreed to be purchased by the Company under the Previous Transaction. All Target Assets are non-operated oil and gas assets of Stonegate.

THE CREDIT AGREEMENT

The Board is pleased to announce that, on 14 August 2017 (local time in Houston, Texas), the Company and Think Excel (a wholly-owned subsidiary of the Company) entered into the Credit Agreement with Stonehold, pursuant to which, the Company and Think Excel have conditionally agreed to grant the Term Loan to Stonehold. Stonehold is a company wholly owned and solely controlled by Breyer Capital, which is a globally renowned venture capital and private equity investor whose portfolio investments include, among others, Facebook, Legendary, Etsy, and Marvel Entertainment. The Company considers it a great pleasure to have the opportunity to cooperate with such world-class investors as Breyer Capital and its members.

The principal terms of the Credit Agreement are summarized as follows:

Date: 14 August 2017 (local time in Houston, Texas)

Parties: (i) Stonehold, as borrower; and
(ii) the Company and Think Excel, as lenders

To the best of the Directors' knowledge, information and belief having made all reasonable enquiries, Stonehold and its ultimate beneficial owner(s) are third parties independent of the Company and its connected persons.

Purpose of the Term Loan: Stonehold shall apply all amounts borrowed by it under the Term Loan towards:

- (i) payment of the Net Purchase Price of the Acquisition;
- (ii) funding of future working capital and capital expenditure requirement of the Target Assets subject to a maximum amount of up to US\$10 million (approximately HK\$78.25 million); and
- (iii) such other use of the proceeds which is contemplated under the Credit Agreement.

Commitment:

Subject to the terms and conditions of the Credit Agreement, the Company and Think Excel have agreed on a joint and several basis to advance the Term Loan to Stonehold in a principal amount not to exceed (i) on the Initial Utilization Date, the Net Purchase Price; (ii) thereafter, US\$10 million (approximately HK\$78.25 million); (iii) any cash injection or guarantee payment made by the Company and Think Excel to Stonehold in respect of the Senior Debt (the “**Senior Debt Payment**”); and (iv) if any, payment in relation to fulfilment of any other purpose of the Term Loan contemplated under the Credit Agreement. It is acknowledged that the Company may be required to act as a guarantor in respect of Stonehold’s payment obligations under the Senior Debt. Notwithstanding anything to the contrary in the Credit Agreement, to the extent that the Company is required pursuant to any such guaranties to provide any cash injection to Stonehold under the terms of the Senior Debt or to make any guarantee payments in respect of the Senior Debt, such Term Loan shall not accrue any interest under the Credit Agreement. No amount paid or prepaid with respect to the Term Loan may be reborrowed.

Any failure to pay any borrowing made pursuant to the Senior Debt Payment on the Maturity Date will not trigger an event of default under the Credit Agreement if such failure is due to insufficient Available Cash Flow of Stonehold and the Company and Think Excel shall cancel any indebtedness under the Senior Debt Payment in excess of Stonehold’s Available Cash Flow (after deducting all other payment obligations under the Credit Agreement).

Interest on the Term Loan:

The unpaid principal amount from time to time outstanding of the Term Loan shall bear interest at the rate of 8.00% per annum (after the making of or the allocation of any applicable withholding tax), provided that (i) an amount equal to 92.5% of the Disposal Proceeds (after the distribution in (x) prepayment of the outstanding principal and interests of the Senior Debt; (y) prepayment of the outstanding principal and interests of the Term Loan (except for any borrowing made pursuant to the Senior Debt Payment); and (z) repayment of the Equity Contribution and the Annual Distribution Amount) to be distributed to the Company and Think Excel upon disposal of any Target Assets shall constitute additional interest to the Term Loan and (ii) any borrowing made pursuant to the Senior Debt Payment shall bear no interest.

Accrued interest on the Term Loan shall be paid on the last day of each 90-calendar-day after the Initial Utilization Date and on the Maturity Date. After the Maturity Date, whether by acceleration or otherwise, accrued interest shall be payable upon demand.

Any failure to pay interest pursuant to the terms of the Credit Agreement in a given year will not trigger an event of default thereunder if such failure is due to insufficient Available Cash Flow of Stonehold, and the amount of such accrued but unpaid interest will be automatically capitalized and deferred to the next year, it being understood and agreed that no additional interest shall accrue on the unpaid interest amount.

Interest on the Term Loan shall be computed for the actual number of days elapsed on the basis of a year consisting of 360 days.

Repayment:

The Term Loan shall be evidenced by the Term Note, payable to the Company and Think Excel in full on the Maturity Date.

All payments of principal of, or interest on, the Term Note shall be made in immediately available funds by Stonehold to the Company and Think Excel. All such payments shall be made to the Company and Think Excel to such account as may be designated by the Company and Think Excel from time to time, on the date due.

Prepayment:

Optional prepayment

Stonehold may from time to time, upon at least two Business Days' prior written notice received by the Company and Think Excel, prepay the Term Loan in whole or in part without premium or penalty; provided, however, that any partial prepayment of the Term Loan shall be in an aggregate principal amount of US\$1 million (approximately HK\$7.83 million) or an integral multiple thereof.

Mandatory prepayment

Upon the disposal of any Target Assets, Stonehold shall apply such Disposal Proceeds in the following order:

- (i) in prepayment of the outstanding principal and interests of the Senior Debt;
- (ii) in prepayment of the outstanding principal and interests of the Term Loan (except for any borrowing made pursuant to the Senior Debt Payment);
- (iii) in repayment of the Equity Contribution and the Annual Distribution Amount;
- (iv) an amount equal to 92.5% of the remainder of such Disposal Proceeds be distributed to the Company and Think Excel, as additional interest to the Term Loan; and
- (v) the rest of such proceeds may, at Stonehold's election, be distributed to its equity holders or in repayment of any borrowings made pursuant to the Senior Debt Payment;

Any prepayment of principal of the Term Loan shall include accrued interest to the date of prepayment on the principal amount being prepaid.

Conditions precedent of the Term Loan:

The obligation of the Company and Think Excel to make the Term Loan is subject to the following conditions precedent:

- (i) the Company and Think Excel shall have received the Credit Agreement, the Term Note and all other related documents, each duly executed and in form and substance satisfactory to the Company and Think Excel;

- (ii) Stonehold shall provide the Company and Think Excel a certificate or certificates (signed by a director), together with supporting evidence in form and substance satisfactory to the Company and Think Excel, confirming, among other things, (a) that no event of default or unmatured event of default, has occurred and is continuing or will result from the making of such Term Loan, (b) substantially concurrently with the utilization of the Term Loan, the Acquisition has been or will be consummated in accordance with the terms of the Acquisition Agreement, (c) a second ranking security in respect of all the assets subject to the Senior Debt, if applicable, has been created and perfected in favour of the Company and Think Excel, provided that the security interest created in favour of the Company and Think Excel shall constitute a first ranking security over all the assets and equity interests of Stonehold until the incurrence of the Senior Debt, (d) that all necessary government approvals for the Acquisition, if any, have been obtained and (e) no other event or condition has occurred or exists which, in the sole discretion of the Company and Think Excel, makes it inadvisable or inappropriate to make the Term Loan; and
- (iii) the Company and Think Excel shall have complied with all the necessary requirements under the applicable rules and regulations (including but not limited to the Listing Rules) for making the Term Loan under the Credit Agreement.

Negative Undertakings of Stonehold:

Stonehold undertakes and agrees with the Company and Think Excel that throughout the continuance of the Credit Agreement and/or so long as any sum remains owing hereunder, unless otherwise permitted in the Credit Agreement or expressly agreed by the Company and Think Excel in writing, Stonehold will not, implement including but not limited to, merger, acquisition, reduction of capital, payment of dividends, material change of business, disposal of assets (including the Target Assets), lending or guarantees, other indebtedness or creation of encumbrances over its property (including the Target Assets), etc., which are subject to the specific provisions of the Credit Agreement.

The Term Loan will be funded by internal resources of the Group. The terms of the Credit Agreement (including the interest) were arrived at after arm's length negotiations among the Company, Think Excel and Stonehold, and were determined with reference to (i) the current market norm in relation to similar transactions; (ii) the costs of providing the Term Loan to Stonehold; and (iii) the quality and performance of the Target Assets.

REASONS FOR AND BENEFITS OF THE CREDIT AGREEMENT

The Group is principally engaged in the exploration, development and production of crude oil. The Company has been actively looking for all sorts of investment opportunities, equity or debt like, in connection with crude oil exploration and production business, in furtherance of the Group's business strategy to broaden its income stream and to strengthen its investment portfolio of oil and gas assets. The Previous Transaction was unable to be consummated as a result of a failure to receive necessary regulatory approvals. Nevertheless, the Company believes that the Target Assets can provide a good return, and that Stonehold and its owner are experienced and well qualified investors, and as United States persons are not subject to the same regulatory requirements in the United States. Thus, the Company believes that it can still benefit from the economic upside of the Target Assets through the provision of the Term Loan at a decent interest rate to finance the acquisition of, and subsequent operations of, the Target Assets by Stonehold. Stonehold is also making its own capital contribution towards the acquisition and operations of the Target Assets. The Company and Think Excel are not obliged to provide the Term Loan pursuant to the Credit Agreement until and unless the conditions precedent of the Credit Agreement are fulfilled which include, among others, the Acquisition Agreement can proceed to completion and is not otherwise terminated due to reasons such as the failure to fulfil any other conditions thereunder.

The Directors believe that the Target Assets are good quality producing assets. By way of providing the Term Loan to Stonehold, the Company will benefit from an overall decent interest income. The Board believes that entering into the Credit Agreement is in line with the Group's business strategy, is consistent with the nature of the Group's current business and is expected to bring long-term and attractive returns for the Shareholders.

The Directors (including the independent non-executive Directors) consider that the transactions contemplated under the Credit Agreement are on normal commercial terms and the terms of the Credit Agreement and are fair and reasonable and are in the interests of the Company and the Shareholders as a whole.

INFORMATION ON THE PARTIES

The principal activity of the Company is investment holding. The principal activities of the Group consisted of upstream crude oil exploration, development and production.

Think Excel is a special purpose vehicle established for providing the Term Loan and is a wholly-owned subsidiary of the Company as at the date of this announcement.

Stonehold is a special purpose vehicle established for acquiring and holding the Target Assets under the Acquisition, and is wholly owned by Breyer Capital as at the date of this announcement. Breyer Capital is a globally renowned venture capital and private equity investor founded in 2006 and based in Menlo Park, California, whose portfolio investments include, among others, Facebook, Legendary, Etsy, and Marvel Entertainment. The management and operation of Stonehold are solely controlled by Breyer Capital.

IMPLICATION UNDER THE LISTING RULES

As the highest applicable percentage ratio (as defined in Rule 14.07 of the Listing Rules) in respect of the Credit Agreement exceeds 25%, the transaction contemplated under the Credit Agreement constitutes a major transaction of the Company and is subject to the reporting, announcement, circular and Shareholders' approval requirements under the Listing Rules.

In addition, as the commitment amount of the Company and Think Excel of the Term Loan under the Credit Agreement exceeds 8% under the assets ratio as defined under Rule 14.07 of the Listing Rules, pursuant to Rule 13.13 of the Listing Rules, the grant of the Term Loan is subject to the general disclosure obligation of the Company under Rule 13.15 of the Listing Rules.

To the best of the Directors' knowledge, information and belief having made all reasonable enquiries, no Shareholder has a material interest in the Credit Agreement and accordingly, no Shareholder is required to abstain from voting if the Company were to convene a Shareholders' meeting for approving the Credit Agreement and the transactions contemplated thereby. The Controlling Shareholder, holding 829,641,578 Shares (representing approximately 51.32% of the total issued share capital of the Company as at the date of this announcement), has given its written approval for the Credit Agreement and the transactions contemplated thereunder and such written approval is accepted in lieu of holding a general meeting pursuant to Rule 14.44 of the Listing Rules. Accordingly, no physical Shareholders' meeting will be held by the Company for approving the Credit Agreement and the transactions contemplated thereunder.

A circular containing, among other things, further details of the Term Loan and the transactions contemplated under the Credit Agreement is expected to be despatched to the Shareholders on or before 5 September 2017 in accordance with the Listing Rules.

FURTHER DELAY OF DISTRIBUTION OF ESCROW FUNDS AND G&A FUNDS UNDER THE PREVIOUS TRANSACTION

References are made to the announcements of the Company dated 3 August 2017, 11 August 2017 and 13 August 2017 in relation to, among others, the first delay in distribution of the Escrow Funds and the G&A Funds from upon the termination of the APA to 11 August 2017 (local time in Houston, Texas), the second delay in distribution of the Escrow Funds and the G&A Funds from 11 August 2017 (local time in Houston, Texas) to 14 August 2017 (local time in Houston, Texas) and the third delay in distribution of the Escrow Funds and the G&A Funds from 14 August 2017 (local time in Houston, Texas) to 15 August 2017 (local time in Houston, Texas), respectively.

On 14 August 2017 (local time in Houston, Texas), the Company entered into a letter agreement with the Sellers, agreeing on the further delay of distribution of the Escrow Funds and the G&A Funds (including any accrued interests) (the “**Continuing Escrow Fund**”) from 15 August 2017 (local time in Houston, Texas) to 29 September 2017 (local time in Houston, Texas). The Continuing Escrow Fund will be distributed in accordance with the following: (i) if the closing of the Acquisition occurs on or prior to 28 September 2017 (such date may be extended by mutual agreement of the parties in their sole discretion), contemporaneous with the closing, all of the Continuing Escrow Fund will be released to the Company; or (ii) if the Acquisition is terminated prior to 28 September 2017 (such date may be extended by mutual agreement of the parties in their sole discretion) for any reason (including any breach by Stonegate or Stonehold), the Continuing Escrow Fund will be distributed as previously agreed in the APA.

SENIOR DEBT PAYMENT

As at the date of this announcement, no concrete agreement has been entered into in relation to the specific terms of the Senior Debt Payment among the Company, Think Excel and Stonehold. Further announcement(s) on the Senior Debt Payment will be made by the Company as and when appropriate in compliance with the Listing Rules.

DEFINITIONS

Unless the context requires otherwise, the following terms have the following meanings in this announcement:

“Acquisition”	the acquisition of the Target Assets by Stonehold from Stonegate
“Acquisition Agreement”	the asset purchase agreement dated 14 August 2017 entered into between Stonegate and Stonehold in respect of the Acquisition
“Annual Distribution Amount”	an annualized amount equal to 8% of the total Equity Contribution
“Available Cash Flow”	with respect to any date of determination, the gross cash receipts from Stonehold, insurance payments, warranty payments and cash previously reserved, in each case, during the period beginning on the date the last cash distribution was made to the equity holders and ending on such date of determination, less the portion thereof used to pay, or establish reserves for, any reserves necessary or appropriate for the operation of Stonehold
“APA”	the Asset Purchase Agreement entered into by the Company and the Sellers on 21 November 2016 (local time in Houston, Texas) in respect of the Previous Transaction
“Board”	the board of the Directors of the Company

“Breyer Capital”	Breyer Capital L.L.C., a limited liability company incorporated in Delaware
“Business Day”	any day that is not a Saturday, Sunday or other day on which commercial banks in Beijing, Hong Kong or New York City are authorized or required by law to remain closed
“Company”	IDG Energy Investment Group Limited, a company incorporated in Bermuda with limited liability, the shares of which are listed on the main board of the Stock Exchange (stock code: 650)
“Controlling Shareholder”	Titan Gas Technology Investment Limited, a company incorporated in the British Virgin Islands with limited liability, as the controlling shareholder of the Company, holding approximately 51.32% of the total issued share capital of the Company as at the date of this announcement
“Credit Agreement”	the credit agreement dated 14 August 2017 entered into by the Company, Think Excel and Stonehold in relation to the grant of the Term Loan by the Company and Think Excel to Stonehold
“Dimmit”	Stonegate Dimmit Properties, LLC, a limited liability company incorporated in Texas
“Director(s)”	the director(s) of the Company
“DisposalCo”	Dimmit/La Salle Saltwater Disposal Company, LLC, a limited liability company incorporated in Texas
“Disposal Proceeds”	the cash proceeds received or recovered by Stonehold in respect of any disposal of the Target Assets after deducting fees, costs and expenses reasonably incurred by Stonehold with respect to such disposal
“Effective Time”	7:00 a.m., central time, on 30 April 2017
“Equity Contribution”	the cash contribution in an aggregate amount of no less than US\$5 million (approximately HK\$39.12 million) by Breyer Capital by way of (x) subscription of 1,000 of fully paid ordinary shares in Stonehold or (y) a contribution to the capital of Stonehold
“Escrow Funds”	the escrow funds in relation to the Previous Transaction, the details of which were disclosed in the announcement of the Company dated 22 November 2016 and the circular of the Company dated 9 March 2017

“G&A Funds”	the G&A funds in relation to the Previous Transaction, the details of which were disclosed in the announcement of the Company dated 22 November 2016 and the circular of the Company dated 9 March 2017
“Group”	the Company and its subsidiaries
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong
“Hong Kong”	Hong Kong Special Administrative Region of the People’s Republic of China
“Initial Utilization Date”	the date on which the first borrowing is made by Stonehold under and pursuant to the terms of the Credit Agreement
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“Maturity Date”	falling 10 years after the Initial Utilization Date
“Net Purchase Price”	the adjusted purchase price on closing of the Acquisition calculated pursuant to the terms of the Acquisition Agreement minus the total Equity Contribution (being US\$5 million (approximately HK\$39.12 million) as at the date of the Credit Agreement) and, if any amount of Senior Debt is funded on or before the closing of the Acquisition, the principal amount of such funded Senior Debt
“Rockgate”	Rockgate Production Company LLC, a limited liability company incorporated in Delaware, has been assigned all right, title and interest under the APA by the Company and has agreed to assume all the obligations and liabilities of the Company under the APA
“Sellers”	Stonegate, Dimmit and/or DisposalCo
“Senior Debt”	the obligations under that certain credit agreement dated 15 March 2017 among Rockgate, the lenders party thereto and a commercial bank, as agent, security agent and arranger (as the same may be amended, amended and restated, supplemented, refinanced or otherwise modified from time to time) and for the avoidance of doubt, such senior debt obligations may be provided by any other banks, financial institutions or corporates (including the Company and Think Excel) to Stonehold upon the amendment, supplement, novation or termination of the original credit agreement dated 15 March 2017
“Shareholder(s)”	the holder(s) of the Shares

“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Stonegate”	Stonegate Production Company, LLC, a limited liability company incorporated in Delaware
“Stonehold”	Stonehold Energy Corporation, a Delaware corporation, as the borrower under the Credit Agreement, and is wholly owned by Breyer Capital as at the date of this announcement
“Target Assets”	all of Stonegate’ right, title and interest in and to the non-operated oil and gas properties owned by Stonegate located in Dimmit and La Salle Counties, Texas as described under the Acquisition Agreement, effective as of the Effective Time, mainly including (i) the oil and gas assets, (ii) all wells located on the oil and gas assets, (iii) all equipment used primarily in connection with the ownership or operation of the oil and gas assets, (iv) all hydrocarbons produced from the oil and gas assets that are in storage or existing at the Effective Time and not past a sales measuring point at the Effective Time and all hydrocarbons produced from the oil and gas assets on or after the Effective Time and all proceeds attributable thereto, (v) the relevant surface rights, permits and contracts that relate solely to the abovementioned assets
“Term Loan”	the term loans granted by the Company and Think Excel to Stonehold pursuant to the terms of the Credit Agreement, in a principal amount not to exceed (i) on the Initial Utilization Date, the Net Purchase Price; (ii) thereafter, US\$10 million (approximately HK\$78.25 million); (iii) any cash injection or guarantee payment made by the Company and Think Excel to Stonehold in respect of the Senior Debt; and (iv) if any, payment in relation to fulfilment of any other purpose of the Term Loan contemplated under the Credit Agreement
“Term Note”	a promissory note issued by Stonehold and dated the date of the Term Loan (or such other date prior thereto as shall be satisfactory to the Company and Think Excel), payable to the Company and Think Excel in full on the Maturity Date
“Think Excel”	Think Excel Investments Limited, a limited liability company incorporated in the British Virgin Islands, as one of the lenders under the Credit Agreement, which is a direct wholly-owned subsidiary of the Company as at the date of this announcement
“United States”	the United States of America

“US\$” United States dollars, the lawful currency of the United States

“%” per cent

For the purpose of this announcement, unless otherwise indicated, the exchange rate of US\$1.00 = HK\$7.8250 has been used, where applicable, for the purpose of illustration only and does not constitute a representation that any amount has been, could have been or may be exchanged at such rate or any other rate or at all on the date or dates in question or any other date.

By order of the Board
IDG Energy Investment Group Limited
WANG Jingbo
Chairman and Chief Executive Officer

Hong Kong, 15 August 2017

As at the date hereof, the Board comprises seven Directors, of whom two are executive Directors, namely Mr. Wang Jingbo (Chairman and Chief Executive Officer), and Mr. Lee Khay Kok; two are non-executive Directors, namely Mr. Lin Dongliang and Mr. Shong Hugo; and three are independent non-executive Directors, namely Prof. Chen Zhiwu, Mr. Shi Cen, and Mr. Chau Shing Yim David.

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