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If you have sold or transferred all your shares in New Times Energy Corporation Limited, you should at once hand this circular and the accompanying form of proxy to the purchaser(s) or transferee(s) or to the bank, licensed securities dealer or other agent through whom the sale or transfer was effected for transmission to the purchaser(s) or transferee(s).

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NEW TIMES ENERGY CORPORATION LIMITED

新時代能源有限公司*

(incorporated in Bermuda with limited liability)

(Stock Code: 00166)

**DISCLOSEABLE TRANSACTION
IN RELATION TO THE ACQUISITION OF
THE ENTIRE ISSUED SHARE CAPITAL OF
POWER JET GROUP LIMITED
INVOLVING THE PROPOSED ISSUE OF CONVERTIBLE NOTES UNDER
SPECIFIC MANDATE
AND
NOTICE OF SPECIAL GENERAL MEETING**

A letter from the board of the Company is set out on pages 5 to 19 of this circular.

A notice convening a special general meeting of the Company (the “SGM”) to be held at 3/F, Nexxus Building, 77 Des Voeux Road Central, Hong Kong on 15 March 2013 at 10:50 a.m. is set out on pages 20 and 21 of this circular. A form of proxy for the SGM is enclosed with this circular. Whether or not you intend to attend the SGM in person, you are requested to complete the form of proxy enclosed in accordance with the instructions printed thereon and return the same to the Company’s branch share registrar, Tricor Tengis Limited, at 26/F, Tesbury Centre, 28 Queen’s Road East, Wanchai, Hong Kong as soon as possible, but in any event not less than 48 hours before the time appointed for holding of the SGM or any adjournment thereof. Completion and return of the form of proxy will not preclude you from attending and voting in person at the SGM or any adjournment thereof should you so wish.

* for identification purpose only

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DEFINITIONS

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

“Acquisition”	the proposed acquisition of the Sale Share by the Purchaser from the Vendor pursuant to the terms and conditions of the Acquisition Agreement
“Acquisition Agreement”	the agreement dated 6 February 2013 entered into between the Company, the Purchaser, the Target and the Vendor in respect of the Acquisition
“Announcement”	the announcement of the Company dated 6 February 2013 in relation to the Acquisition
“Argentina”	the Argentine Republic
“Board”	the board of Directors
“Business Day”	a day (other than Saturday) on which banks in Hong Kong are open to conduct business generally throughout their normal business hours and the term “Business Days” shall be construed accordingly
“BVI”	British Virgin Islands
“Company”	New Times Energy Corporation Limited, a company incorporated in Bermuda with limited liability, the issued Shares of which are listed on the Main Board of the Stock Exchange (stock code: 00166)
“Completion”	the completion of the sale and purchase of the Sale Share
“Completion Accounts”	the audited consolidated profit and loss account, cash flow statement and the balance sheet of the Target Group for the period from 30 August 2012 to five days immediately before the Completion Date
“Completion Date”	the third Business Day following the date on which the last of the conditions precedent (except the conditions precedent items (viii) and (ix) set out in the section headed “Conditions precedent” in the Letter from the Board below which shall be fulfilled at Completion) under the Acquisition Agreement has been fulfilled or waived (as the case may be) or such other date as the parties to Acquisition Agreement may agree in writing
“Concessions”	the Tartagal Concession and the Morillo Concession

DEFINITIONS

“Consideration”	the consideration in the amount of HK\$150,000,000 payable by the Purchaser to the Vendor for the Sale Share
“Conversion Price”	the initial conversion price of HK\$0.98 per Conversion Share for the Convertible Notes and as adjusted from time to time in accordance with the terms of the Convertible Notes
“Conversion Shares”	new Shares to be allotted and issued by the Company upon the exercise in full by the holders of the Convertible Notes of the conversion rights thereunder at the Conversion Price
“Convertible Notes”	the convertible notes in the aggregate amount of HK\$105,000,000 to be issued by the Company in favour of the Vendor and/or her nominee(s) at Completion
“Deposit”	the sum of HK\$5,000,000 which was paid by the Purchaser to the Vendor as refundable deposit pursuant to the LOI and as part payment of the Consideration pursuant to the Acquisition Agreement
“Director(s)”	director(s) of the Company
“Extended LOI”	the extended letter of intent dated 21 September 2012 entered into between the Purchaser and the Vendor in respect of the Acquisition
“Further Deposit”	the sum of HK\$10,000,000 which was paid by the Purchaser to the Vendor as refundable deposit upon signing of the Acquisition Agreement and as part payment of the Consideration pursuant to the Acquisition Agreement
“Group”	the Company and its subsidiaries
“Hong Kong”	the Hong Kong Special Administrative Region of the PRC
“Independent Third Party(ies)”	third party(ies) who is/are independent of and not connected with the Company and the connected person(s) (as defined in the Listing Rules) of the Company
“Last Trading Day”	5 February 2013, being the last trading day of the Shares prior to the date of the Acquisition Agreement
“Latest Practicable Date”	26 February 2013, being the latest practicable date prior to the printing of this circular for ascertaining certain information contained herein

DEFINITIONS

“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“LOI”	the letter of intent dated 22 December 2011 entered into between the Purchaser and the Vendor in respect of the Acquisition
“Morillo Concession”	the concessions of exploration permit, potential exploitation permits and development of hydrocarbons granted by the Government of the Province of Salta of Argentina in relation to the Morillo Area located in the province of Salta in northern Argentina covering a surface area of approximately 3,518 square kilometres
“PRC”	The People’s Republic of China excluding Hong Kong, the Macau Special Administration Region of the PRC and Taiwan for the purpose of this circular
“Promissory Note”	the promissory note to be issued by the Company in the principal amount of HK\$30,000,000 to the Vendor or her nominee at Completion
“Purchaser”	High Luck Holding (Hong Kong) Limited, a company incorporated in Hong Kong with limited liability and an indirectly wholly-owned subsidiary of the Company
“Reviewed Accounts”	the unaudited consolidated profit and loss account and consolidated balance sheet of the Target Group for the period from the date of incorporation of the Target to 31 December 2012 and the balance sheet of the Target Group as at 31 December 2012
“Sale Interest”	the approximately 9.25% interest in the Concessions
“Sale Share”	the one (1) share with par value of US\$1.00 in the issued share capital of the Target currently owned by the Vendor representing 100% of the issued share capital of the Target as at Completion
“SFC”	the Securities and Futures Commission of Hong Kong
“SGM”	the special general meeting of the Company to be convened to approve, among other things, the Specific Mandate
“Share(s)”	ordinary share(s) of HK\$0.5 each in the share capital of the Company
“Shareholder(s)”	holder(s) of the Share(s)

DEFINITIONS

“Specific Mandate”	a specific mandate to be sought from the Shareholders at the SGM in relation to the issue of the Convertible Notes and the allotment and issue of the Conversion Shares upon conversion of the Convertible Notes
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Takeovers Code”	Hong Kong Code on Takeovers and Mergers
“Target”	Power Jet Group Limited, a company incorporated in the BVI with limited liability which holds an approximate 9.25% beneficial interest in the Concessions
“Target Group”	the Target and its subsidiaries (if any)
“Tartagal Concession”	the concessions of exploration permit, potential exploitation permit and development of hydrocarbons granted by the Government of the Province of Salta of Argentina in relation to the Tartagal Oriental Area located in the province of Salta in northern Argentina covering a surface area of approximately 7,065 square kilometres
“Vendor”	Ms. Li Lianfang, who owns the entire issued share capital of the Target and is an Independent Third Party
“HK\$”	Hong Kong dollar(s), the lawful currency of Hong Kong
“US\$”	United States dollar(s), the lawful currency of the United States of America
“%”	per cent.

In the event of any inconsistency, the English text of this circular shall prevail over the Chinese text.



NEW TIMES ENERGY CORPORATION LIMITED

新時代能源有限公司*

(incorporated in Bermuda with limited liability)

(Stock Code: 00166)

Executive Directors:

Mr. Cheng Kam Chiu, Stewart (*Chairman*)
Mr. Cheng Ming Kit (*Chief executive officer*)
Mr. Sun Jiang Tian

Non-executive Director:

Mr. Wong Man Kong, Peter

Independent non-executive Directors:

Mr. Chan Chi Yuen
Mr. Fung Siu To, Clement
Mr. Chiu Wai On

Registered office:

Clarendon House
2 Church Street
Hamilton HM11
Bermuda

*Head office and principal place of
business in Hong Kong:*

Unit 1007–08, 10th Floor
New World Tower I
18 Queen's Road Central
Central, Hong Kong

28 February, 2013

To the Shareholders:

Dear Sir or Madam,

**DISCLOSEABLE TRANSACTION
IN RELATION TO THE ACQUISITION OF
THE ENTIRE ISSUED SHARE CAPITAL OF
POWER JET GROUP LIMITED
INVOLVING THE PROPOSED ISSUE OF CONVERTIBLE NOTES UNDER
SPECIFIC MANDATE
AND
NOTICE OF SPECIAL GENERAL MEETING**

INTRODUCTION

Reference is made to the announcements of the Company dated 22 December 2011 and 21 September 2012 in relation to the entering into of the LOI and the Extended LOI by the Purchaser and the Vendor in respect of the Acquisition. On 6 February 2013, the Company, the Purchaser, the Vendor and the Target entered into the Acquisition Agreement, details of which are set out below in this circular.

* for identification purpose only

LETTER FROM THE BOARD

THE ACQUISITION AGREEMENT

Date: 6 February 2013

Parties:

- (i) Issuer: the Company;
- (ii) Purchaser: High Luck Holding (Hong Kong) Limited;
- (iii) Vendor: Ms. Li Lianfang; and
- (iv) Target: Power Jet Group Limited.

The Purchaser is an indirectly wholly-owned subsidiary of the Company incorporated in Hong Kong with limited liability and is an investment holding company. Its principal asset is its 60% interest in the Concessions. The Target is an investment holding company incorporated in the BVI with limited liability, which holds an approximately 9.25% beneficial interest in the Concessions. The Vendor holds the entire issued share capital of the Target. To the best of the Directors' knowledge, information and belief having made all reasonable enquiries, the Vendor and the Target are Independent Third Parties.

The Acquisition Agreement does not provide for any of the Vendor's or its associates' representatives to be appointed as a Director. The Company confirmed that as at the Latest Practicable Date, it has no intention to appoint any of Vendor's or its associates' representatives as a Director upon Completion.

Assets to be acquired

Pursuant to the Acquisition Agreement, the Purchaser conditionally agreed to acquire, and the Vendor conditionally agreed to sell, the Sale Share, representing the entire issued share capital of the Target, at a total consideration of HK\$150,000,000. The Target holds an approximately 9.25% beneficial interest in the Concessions.

Consideration

The Consideration of HK\$150,000,000 shall be paid by the Purchaser and satisfied in the following manner:

- (i) as to HK\$5,000,000 shall be satisfied by applying the Deposit paid by the Purchaser to the Vendor upon signing of the LOI as part payment of the Consideration;
- (ii) as to HK\$10,000,000 shall be satisfied by applying the Further Deposit paid by the Purchaser to the Vendor upon signing of the Acquisition Agreement as part payment of the Consideration;
- (iii) as to HK\$105,000,000 shall be satisfied by way of the issue and delivery of the Convertible Notes by the Company in favour of the Vendor and/or her nominee(s), as the case may be, at Completion; and

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- (iv) as to HK\$30,000,000 shall be satisfied by way of the issue of the Promissory Note by the Company to the Vendor and/or her nominee(s), as the case may be, at Completion.

The Consideration has been determined after arm's length negotiations among the parties to the Acquisition Agreement based on information available to the Company and taking into account (1) seismic data processed and interpreted by the Group's technical teams and (2) preliminary indication of certain reserves from work done over the Concessions since acquisition of the Group's existing interest in the Concessions. The Directors consider that the terms and conditions of the Acquisition Agreement and the Consideration are fair and reasonable based on information available to the Company and are in the interest of the Company and the Shareholders as a whole.

Conditions precedent

Completion is subject to the following conditions precedent being fulfilled and/or waived (as the case may be):

- (i) the Company having obtained (where required) the approval by the Shareholders of the Acquisition Agreement and the transactions contemplated thereunder (including but not limited to (a) the purchase of the Sale Share; (b) the issue of the Convertible Notes to the Vendor and/or her nominee(s); (c) the allotment and issue of the Conversion Shares upon the exercise of the conversion rights under the Convertible Notes as required by the Listing Rules; and (d) the issue of the Promissory Note in favour of the Vendor and/or her nominee(s);
- (ii) the Company having complied to the satisfaction of the Stock Exchange and, where applicable, the SFC, with all requirements under the Listing Rules and, where applicable, the Takeovers Code, in relation to the issue of the Convertible Notes and the issue and allotment of the Conversion Shares upon the exercise of the conversion rights under the Convertible Notes and other transactions contemplated therein;
- (iii) the Shares remaining listed and traded on the Main Board of the Stock Exchange at all times from the date of the Acquisition Agreement up to (and including) the Completion, save for any temporary suspension not exceeding twelve consecutive business days (as defined in the Listing Rules), or such longer period as may be required by the SFC or the Stock Exchange in connection with the review and approval of the documents relating to the Acquisition Agreement by the SFC or the Stock Exchange prior to their release or publication, and no indication being received prior to Completion from the SFC or the Stock Exchange to the effect that the listing of the Shares on the Main Board of the Stock Exchange shall or may be withdrawn or objected to;
- (iv) the Company having obtained any necessary waiver, consent, approval, licence, authorization, permission, order and exemption (if required) from the relevant governmental or regulatory authorities or other third parties which are necessary in connection with the execution and performance of the Acquisition Agreement and any of the transactions contemplated under the Acquisition Agreement, including but

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not limited to (where required) the Bermuda Monetary Authority granting its permission to the issue of the Convertible Notes, the issue and allotment of the Conversion Shares upon the exercise of the conversion rights under the Convertible Notes and the issue of the Promissory Note;

- (v) the Listing Committee of the Stock Exchange having granted the listing of and permission to deal in the Conversion Shares (either unconditionally or subject only to conditions to which the Vendor have no reasonable objection), and not having withdrawn or revoked such permission and, where required, the Listing Committee of the Stock Exchange having approved the issuance of the Convertible Notes;
- (vi) the Vendor having delivered a certified copy of Reviewed Accounts to the Purchaser on or before 28 February 2013;
- (vii) the Vendor having delivered to the Purchaser a legal opinion in a form and substance acceptable to the Company prepared by BVI lawyers acceptable to the Company confirming the shareholding structure of the Target is that as set out in the Acquisition Agreement;
- (viii) the Completion Accounts showing as at the date being five days immediately before the Completion Date, the Target Group having a positive net asset value and there being no liabilities, whether actual or contingent;
- (ix) the Vendor's warranties under the Acquisition Agreement being true and correct in all material respects as at Completion by reference to the facts and circumstances subsisting at that date; and
- (x) the Purchaser being satisfied with the results of its legal and financial due diligence in respect of the Target Group and the Sale Interest and having notified the Vendor in writing.

The Purchaser may waive the conditions set out in (vi), (viii) and (ix) above by written notice to other parties to the Acquisition Agreement.

If any of the above conditions precedent has not been fulfilled or waived (as the case may be) on or before 31 December 2013 or such other dates as may be agreed by the parties to the Acquisition Agreement in writing (except that the condition set out in (vi) above be fulfilled on 28 February 2013 or waived (as the case may be) and the conditions set out in (viii) and (ix) above be fulfilled on the Completion Date or waived (as the case may be)), the Acquisition Agreement shall be terminated as detailed in the paragraph headed "Termination" below.

Termination

In the event that Completion does not occur and the Acquisition Agreement is terminated or rescinded otherwise than due to the default of the Purchaser, (i) the Deposit and the Further Deposit paid by the Purchaser shall be returned to the Purchaser in full within 5 Business Days from the day of such termination, failing which default interest at the rate of 3% per annum calculated on a 365-day/year basis accruing from the day immediately after the due date of the

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return of the Deposit and the Further Deposit up to the date of actual payment (both days inclusive) shall be payable by the Vendor to the Purchaser. Other than the repayment or forfeiture by the Vendor of the Deposit and the Further Deposit, none of the parties to the Acquisition Agreement shall be under any liability under the Acquisition Agreement and none of them may make any claim whatsoever against any of the other parties to the Acquisition Agreement whether for the non-fulfilment of any of the relevant obligations or undertakings or any breach of the Vendor's warranties or the Company's warranties (as the case may be) thereunder or otherwise in respect of such matters.

Completion

Subject to the fulfilment and/or waiver of the conditions precedent as described above, Completion shall take place at or before 5:00 p.m. (or such other time as the parties to the Acquisition Agreement may agree prior to the Completion Date in writing) on the Completion Date.

Upon Completion, the Target will become an indirectly wholly-owned subsidiary of the Company and the financial results of the Target Group will be consolidated into the financial statements of the Group. The effective interest in the Concessions held by the Group will increase from 60% to approximately 69.25% interest in the Concessions upon Completion.

Convertible Notes

The principal terms of the Convertible Notes are summarised below:

Issuer:	The Company
Principal amount:	HK\$105,000,000
Denomination:	In the denomination of HK\$10,000,000 each except the remaining balance thereof in the principal amount of HK\$5,000,000
Interest:	Non-interest bearing
Maturity date:	10 years from the date of issue
Security:	Unsecured
Conversion Shares:	Based on the initial Conversion Price of HK\$0.98 per Conversion Share, the Convertible Notes are convertible into 107,142,857 Conversion Shares, which represent approximately (i) 14.34% of the existing issued share capital of the Company; and (ii) 12.54% of the issued share capital of the Company as enlarged by the allotment and issue of the Conversion Shares upon full conversion of the Convertible Notes at the Conversion Price.

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- Ranking: The Conversion Shares will rank pari passu in all respects with all other existing Shares outstanding on the date of the conversion notice and shall be entitled to all dividends, bonuses and other distributions the record date of which falls on a date immediately after the date of the conversion notice.
- Conversion right: The holder of the Convertible Notes will have the right to convert the whole but not part of the principal amount of each of the Convertible Notes into Conversion Shares at any time and from time to time, from the date of the issue of the Convertible Notes and up to and inclusive of the maturity date, during which the Convertible Notes remain outstanding.
- Conversion restrictions: The holder(s) of the Convertible Notes shall not have the right to convert the whole or part of the principal amount of the Convertible Notes into Conversion Shares to the extent that immediately after such conversion, (i) the holder(s) of the Convertible Notes together with parties acting in concert with it or deemed to be so with it, taken together will, directly and indirectly, control or be interested in 20% or more of the voting rights of the Company or such other percentage specified in the Takeovers Code which the holder(s) of the Convertible Notes and/or parties acting in concert with it would be obliged to make a general offer or be deemed to be an “Associated company” as defined under the Takeovers Code or deemed to be acting in concert under Takeovers Code in force from time to time whichever shall be the lowest; or (ii) the Company will be in breach of any provision of the Listing Rules, including the requirement to maintain the prescribed minimum percentage of issued share capital of the Company held by the public (as defined in the Listing Rules), unless prior approval or waiver has been obtained from the Stock Exchange.

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Conversion Price and adjustments:

HK\$0.98 per Conversion Share, subject to anti-dilutive adjustments upon the occurrence of, among others, sub-division or consolidation or reclassification of Shares, capitalization of profits or reserves, capital distribution, rights issues or grant of options, warrants or other rights to subscribe for Shares, issue of Shares or convertible or exchangeable securities or modification of rights attaching thereto at less than a certain rate of the then current market price of the Shares.

Conversion period:

10 years

Redemption:

Unless conversion notice shall have previously been given by the holder(s) of the Convertible Notes to the Company, the Company shall have the right without the prior agreement of any holder(s) of the Convertible Notes at any time after the issue of the Note and up to and inclusive of the maturity date to redeem the whole or part of the outstanding Convertible Notes at the absolute discretion of the Company provided that (a) the Company shall have given to the relevant holder(s) of the Convertible Notes not less than 5 Business Days' prior notice of its intention to make such redemption, specifying the amount to be redeemed and the date of such redemption provided that such date of redemption must be a Business Day; (b) the Company shall proceed to obtain all necessary legal and regulatory approval (if required) and complete such redemption within 2 Business Days after all such approvals have been obtained; and (c) any redemption shall be made in amount of not less than an integral multiple of HK\$5,000,000.

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Transferability: The Convertible Notes may be assigned or transferred on any Business Day prior to the maturity date by the holder(s) of the Convertible Notes with the prior consent of the Company (whose consent shall not be unreasonably withheld or delayed) and (if required) that of Stock Exchange, to any party, and the Company shall use all reasonable endeavours to facilitate any such assignment or transfer of the Convertible Notes, including making any necessary applications to the Stock Exchange for approval (if required). Transfer of the Convertible Notes shall be subject to the other provisions therein provided that the whole principal amount of each Convertible Note (but not part only) may be assigned and transferred.

Listing: No application will be made for the listing of the Convertible Notes on the Stock Exchange or any other stock exchange. Application will be made by the Company to the Stock Exchange for the approval of the listing and permission to deal in the Conversion Shares.

Voting: The Convertible Notes shall not carry any voting rights.

The initial Conversion Price of HK\$0.98 per Conversion Share represents:

- (i) a premium of 1.03% over the closing price of HK\$0.97 per Share as quoted on the Stock Exchange on the Last Trading Day;
- (ii) a premium of 0.62% over the average of the closing price of the Shares as quoted on the Stock Exchange for the last five consecutive trading days up to and including the Last Trading Day of approximately HK\$0.974 per Share;
- (iii) a premium of 0.41% over the average of the closing price of the Shares as quoted on the Stock Exchange for the last ten consecutive trading days up to and including the Last Trading Day of approximately HK\$0.976 per Share; and
- (iv) a discount of 81.33% to the unaudited consolidated net asset value per Share attributable to the Shareholders of approximately HK\$5.25 as at 6 February 2013.

The Conversion Price of HK\$0.98 per Conversion Share was determined after arm's length negotiations between the Company and the Vendor with reference to the prevailing market prices of the Shares. The Directors consider that the Conversion Price is fair and reasonable.

LETTER FROM THE BOARD

Promissory Note

The principal terms of the Promissory Note are summarised below:

Issuer:	The Company
Principal amount:	HK\$30,000,000
Interest:	5% per annum and calculated on a 365 day/year basis to be paid on a half-yearly basis based on the amount outstanding from time to time
Maturity:	1 year
Security:	Unsecured
Repayment:	The Company is entitled to repay any outstanding amount of the principal amount under the Promissory Note prior to the maturity date
Transferability:	Assignable with 7 days advance written notice
Issue date:	Completion Date

It is expected that the Promissory Note will be repaid from the Group's internal resources and/or funds raised through equity and/or debt financing.

INFORMATION ON THE TARGET

The Target

The Target is an investment holding company incorporated in the BVI with limited liability with an issued share capital of US\$1.00 as at the date of the Acquisition Agreement. The principal asset of the Target is an approximately 9.25% beneficial interest in the Concessions. Further details of the Concessions are set out in the paragraph headed "Information on the Concessions" below.

LETTER FROM THE BOARD

Financial Information on the Target

Set out below is the unaudited financial information of the Target provided by the Vendor. It recorded a net asset value of HK\$38,900,000 as at 31 December 2012:

	For the year ended 31 December 2012 (Unaudited) HK\$'000	For the year ended 31 December 2011 (Unaudited) HK\$'000
Turnover	—	—
Profit/Loss before taxation	—	—
Profit/Loss after taxation	—	—
	As at 31 December 2012	As at 31 December 2011
Total assets	38,900	38,900
Total liabilities	—	—
Net assets/liabilities	38,900	38,900

INFORMATION ON THE CONCESSIONS

The Concessions

On 4 May 2009, the Group acquired the entire equity interest in Jade Honest Limited, which held a 60% interest in the Concessions. The Tartagal Concession and the Morillo Concession cover a total area of approximately 7,065 and 3,518 square kilometres respectively and are situated in the province of Salta in northern Argentina, bordering with Chile in the west and Bolivia in the north. The Tartagal block and the Morillo block are located in Argentina's petroleum producing Noroeste Basin. The Morillo block is contiguous to and south of the Tartagal block. Both the Tartagal block and Morillo block are accessible through national highways.

LETTER FROM THE BOARD

Set out below is a summary of the unrisked gross (100%) prospective oil and gas resources for the Concessions as extracted from the annual report 2011 of the Company:

	Unrisked gross (100%) prospective resources					
	Low estimate		Best estimate		High estimate	
	Oil (millions of barrels)	Gas (millions of cubic feet)	Oil (millions of barrels)	Gas (millions of cubic feet)	Oil (millions of barrels)	Gas (millions of cubic feet)
Probabilistic total	83.6	1,115,954	144.5	2,342,209	256.5	5,089,858

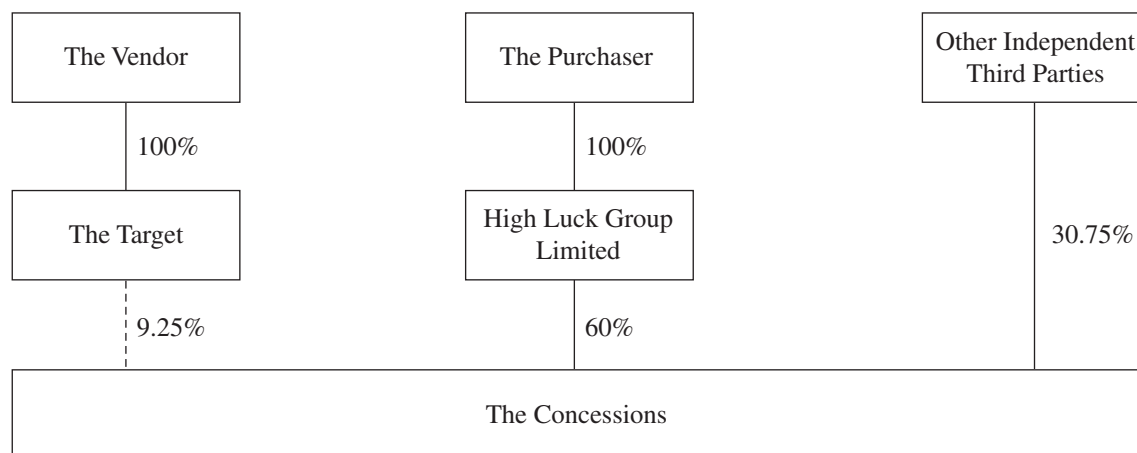
Since completion of the previous acquisition, the Group has commenced its exploration plan on the Concessions including collation and analysis of seismic data and exploratory drillings in the Concessions. In the second half of 2011, the Group has completed workover program of two existing wells in the Concessions and these wells were in a trial stage of production.

Production from one of the aforesaid two existing wells commenced in the second half of 2011 following the installation of the production facilities. For the six months ended 30 June 2012, the Group generated an income of approximately HK\$1,101,000 on the sales of crude oil under trial production in these wells.

Shareholding structure of the Concessions

Set out below is the simplified shareholding structure of the Target as at the date of the Announcement and immediately after Completion:

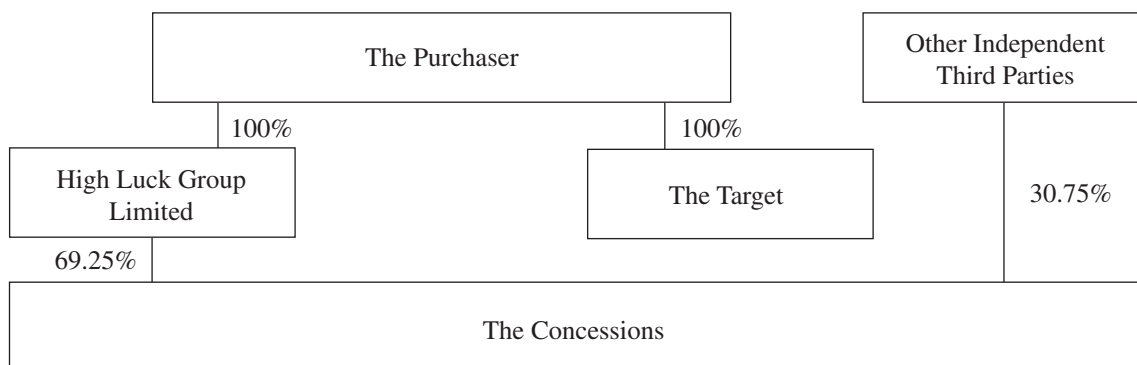
(i) As at the date of the Announcement



----- means beneficial interests
 ————— means legal and beneficial interests

LETTER FROM THE BOARD

(ii) Immediately after Completion



_____ means legal and beneficial interests

REASONS FOR AND BENEFITS OF THE ACQUISITION

The principal activity of the Company is investment holding, and its subsidiaries are mainly engaged in oil and gas exploration and exploitation, trading of oil and metal products, energy and natural resources related business and general trading.

As mentioned in the paragraph headed “Information on the Concessions” above, the development in the Concessions is satisfactory and production of one of two existing wells commenced in the second half of 2011. The Group will also continue geological studies on the Concessions and will design the exploitation plan based on the results of the geological studies. Based on the current progress of exploration of the Concessions, the Company expects that exploration of the Concessions will be completed by the end of 2013 and, following development drilling and installation of production facilities, commercial production will commence thereafter. The Company is optimistic about the business prospects and development potential of the Concessions. In light of the increasing trend in the oil price in the international market, the Directors believe that the Acquisition will provide an opportunity for the Company to increase its investment in the Concessions with a view to enhancing future returns to the Group. Given the Group already owns a 60% interest in the Concessions, taking up a further approximate 9.25% interest will enhance its asset portfolio and achieve economies of scale.

In view of the above, the Board considers that the terms and conditions of the Acquisition Agreement are fair and reasonable and the Acquisition is in the interest of the Company and the Shareholders as a whole. It is expected that the cash portion of the Consideration outstanding under the Promissory Note will be paid from the Group’s internal resources.

LETTER FROM THE BOARD

SHAREHOLDING STRUCTURE OF THE COMPANY

Set out below is the shareholding structure of the Company (i) as at the Latest Practicable Date; and (ii) immediately after the allotment and issue of the Conversion Shares, assuming there is no other changes in the shareholding structure of the Company after the Latest Practicable Date:

	As at the Latest Practicable Date		Immediately after the allotment and issue of the Conversion Shares upon full conversion of the Convertible Notes at the initial Conversion Price of HK\$0.98 per Share	
	<i>Number of Shares</i>	<i>%</i>	<i>Number of Shares</i>	<i>%</i>
Max Sun Enterprises Limited (Note 1)	77,030,276	10.13	77,030,276	8.88
Mr. Cheng Ming Kit (Note 2)	1,000	0.0001	1,000	0.0001
Mr. Fung Siu To, Clement (Note 3)	30,000	0.0039	30,000	0.0035
The Vendor	—	—	107,142,857	12.35
Public Shareholders	<u>683,354,811</u>	<u>89.87</u>	<u>683,354,811</u>	<u>78.77</u>
Total	<u>760,416,087</u>	<u>100.00</u>	<u>867,558,944</u>	<u>100.00</u>

Notes:

1. Max Sun Enterprises Limited is a wholly-owned subsidiary of Chow Tai Fook Nominee Limited. So far as known to the Directors, Chow Tai Fook Nominee Limited is in turn controlled by Dato' Dr. Cheng Yu Tung.
2. Mr. Cheng Ming Kit is an executive Director.
3. Mr. Fung Siu To, Clement is an independent non-executive Director.

LISTING RULES IMPLICATIONS

As the relevant percentage ratio calculated pursuant to Rule 14.07 of the Listing Rules in respect of the Acquisition exceed 5% but are less than 25%, the Acquisition constitutes a discloseable transaction for the Company under Chapter 14 of the Listing Rules and is subject to the reporting and announcement requirements of the Listing Rules.

The Company will seek approval for, among other things, the Specific Mandate from the Shareholders at the SGM. To the best of the Directors' knowledge, information and belief having made all reasonable enquires, no Shareholder is required to abstain from voting on the resolutions to be proposed at the SGM.

LETTER FROM THE BOARD

SGM

The notice of the SGM is set out on pages 20 to 21 of this circular. The SGM will be held at 3/F, Nexxus Building, 77 Des Voeux Road Central, Hong Kong, on 15 March 2013 at 10:50 a.m. to consider and, if thought fit, approve, among others, the issue of the Convertible Notes and the allotment and issue of the Conversion Shares.

A form of proxy for the SGM is enclosed with this circular. Whether or not you intend to attend the SGM in person, you are requested to complete the enclosed form of proxy in accordance with the instructions printed thereon and return the same to the Company's branch share registrar, Tricor Tengis Limited, at 26/F, Tesbury Centre, 28 Queen's Road East, Wanchai, Hong Kong as soon as possible, but in any event not less than 48 hours before the time appointed for the holding of the SGM or any adjournment thereof. Completion and return of the form of proxy will not preclude you from attending and voting in person at the SGM or any adjournment thereof should you so wish.

All votes of the Shareholders at the SGM shall be taken by poll pursuant to Rule 13.39(4) of the Listing Rules. To the best knowledge, information and belief of the Board, none of the Shareholders have a material interest in the Acquisition Agreement and the transactions contemplated thereunder and therefore, no Shareholder will be required to abstain from voting at the SGM in respect of the relevant resolution(s) relating to the Specific Mandate.

RECOMMENDATIONS

Having considered the reasons as set out herein, the Board hereby recommends the Shareholders to vote in favour of the relevant resolution(s) to be proposed at the SGM to approve, among other matters, the grant of the Specific Mandate.

Shareholders and potential investors should note that the Completion is subject to the fulfillment of the conditions precedent as set out in the section headed "Conditions precedent" above and under the Acquisition Agreement. As the Acquisition may or may not proceed, Shareholders and potential investors are advised to exercise caution when dealing in the Shares and if they are in any doubt about their position, they should consult their professional advisers.

LETTER FROM THE BOARD

RESPONSIBILITY STATEMENT

This circular, for which the Directors collectively and individually accept full responsibility, includes particulars given in compliance with the 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 circular 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 circular misleading.

Yours faithfully,
By Order of the Board
New Times Energy Corporation Limited
Cheng Kam Chiu, Stewart
Chairman



NEW TIMES ENERGY CORPORATION LIMITED

新時代能源有限公司*

(incorporated in Bermuda with limited liability)

(Stock Code: 00166)

NOTICE OF SPECIAL GENERAL MEETING

NOTICE IS HEREBY GIVEN that a special general meeting (the “**Meeting**”) of New Times Energy Corporation Limited (the “**Company**”) will be held at 3/F, Nexxus Building, 77 Des Voeux Road Central, Hong Kong on 15 March 2013 at 10:50 a.m. for the purpose of considering and, if thought fit, passing, with or without modifications, the following resolution as an ordinary resolution of the Company:

ORDINARY RESOLUTION

1. “**THAT:**

- 1.1. the issue of the Convertible Notes (as defined in the circular dated 28 February 2013 despatched to the shareholders of the Company (“**Circular**”), a copy of which has been produced to the Meeting and marked “A” and initialled by the chairman of the Meeting for the purpose of identification) in favour of the Vendor and/or her nominee(s), in each case on the terms pursuant to the Acquisition Agreement (as defined in the Circular), be and are hereby approved;
- 1.2. the allotment and issue by the Company of the Conversion Shares (as defined in the Circular) from time to time upon exercise of the conversion rights under the Convertible Notes (as defined in the Circular) be and are hereby approved; and

* for identification purpose only

NOTICE OF SGM

1.3. any one director of the Company be and is hereby authorised to do all such acts and/or things (including, without limitation, signing, executing (under hand or under seal), perfecting and delivering all agreements, documents and instruments) as he in his sole and absolute discretion deems necessary, desirable or expedient to the issue of the Convertible Notes (as defined in the Circular) and/or the allotment and issue of the Conversion Shares (as defined in the Circular) from time to time upon exercise of the conversion rights under the Convertible Notes (as defined in the Circular), and, where required, any amendment to the terms of the Convertible Notes (as defined in the Circular) as required by, or for the purposes of obtaining the approval of, the relevant authorities (including but not limited to any governmental or regulatory authorities) or to comply with all applicable laws, rules and regulations.”

By Order of the Board
New Times Energy Corporation Limited
Cheng Kam Chiu, Stewart
Chairman

Hong Kong, 28 February, 2013

Notes:

- (1) Any shareholder of the Company (the “**Shareholder(s)**”) entitled to attend and vote at the Meeting shall be entitled to appoint another person as his proxy to attend and vote instead of him. A proxy need not be a Shareholder.
- (2) The form of proxy shall be in writing under the hand of the appointer or of his attorney duly authorised in writing or, if the appointer is a corporation, either under its seal or under the hand of an officer, attorney or other person authorised to sign the same.
- (3) Delivery of the form of proxy shall not preclude a Shareholder from attending and voting in person at the Meeting and in such event, the form of proxy shall be deemed to be revoked.
- (4) Where there are joint Shareholders any one of such joint Shareholder may vote, either in person or by proxy, in respect of such shares as if he were solely entitled thereto, but if more than one of such joint Shareholders be present at the Meeting the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint Shareholders, and for this purpose seniority shall be determined by the order in which the names stand in the register of shareholders of the Company in respect of the joint holding.
- (5) The form of proxy and (if required by the board of directors of the Company) the power of attorney or other authority (if any) under which it is signed, or a certified copy of such power or authority, shall be delivered to the Company’s branch share registrar in Hong Kong, Tricor Tengis Limited, at 26/F Tesbury Centre, 28 Queen’s Road East, Wan Chai, Hong Kong not less than 48 hours before the time appointed for the holding of the Meeting or any adjournment thereof.
- (6) The translation into Chinese language of this notice is for reference only. In case of any inconsistency, the English version shall prevail.