

Dated 1 September 2014

- (1) **ENVIRO ENERGY INTERNATIONAL HOLDINGS LIMITED**
- (2) **COLPO MERCANTILE INC.**

UNDERWRITING AGREEMENT
relating to an open offer on the basis of
one offer share for every two shares of HK\$0.020 each held
with the bonus issue on the basis of
three warrants for every five offer shares taken up

ENVIRO ENERGY INTERNATIONAL HOLDINGS LIMITED

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THIS AGREEMENT is made on 1 September 2014

BETWEEN:-

- (1) **Enviro Energy International Holdings Limited**, a company incorporated in the Cayman Islands, whose registered office is at Cricket Square, Hutchins Drive, P.O. Box 2681, Grand Cayman KY1-1111, Cayman Islands and head office and principal place of business in Hong Kong is situated at Unit 806, Level 8, Core D, Cyberport 3, 100 Cyberport Road, Hong Kong (the "**Company**"); and
- (2) **Colpo Mercantile Inc.**, a company incorporated in the British Virgin Islands whose registered office is situated at Portcullis TrustNet Chambers, P.O. Box 3444, Road Town, Tortola, the British Virgin Islands and whose correspondence address in Hong Kong is at G/F, 101 Yu Chau Street, Sham Shui Po, Kowloon, , Hong Kong (the "**Underwriter**")

WHEREAS:-

- (A) the Company has an authorised share capital of HK\$50,000,00 divided into 20,000,000,000 Shares of HK\$0.0025 each, of which 3,493,546,000 Shares are in issue and fully paid or credited as fully paid as at the date of this Agreement;
- (B) all issued Shares are listed on the Stock Exchange;
- (C) the Company will offer, subject to the fulfilment of the conditions in Clause 2, the Offer Shares for subscription by way of an open offer with assured allotments on the basis of one Offer Share for every two Shares held on the Record Date with the bonus issue on the basis of three Warrants for every five Offer Shares taken up, to the Qualifying Shareholders at the Subscription Price, payable in full on application and otherwise on the terms and subject to the conditions set out in this Agreement and the Prospectus Documents;
- (D) the offer of the Offer Shares with the Bonus Issue as aforesaid will be made by the issue to the Qualifying Shareholders of the Prospectus Documents;
- (E) application will be made to the Stock Exchange to grant (subject to allotment) listing of, and permission to deal in, the Offer Shares and the Warrant Shares;
- (F) the Underwriter has agreed to underwrite the issue of the Underwritten Shares on the terms and subject to the conditions hereinafter contained; and
- (G) as at the date hereof, the Underwriter is the beneficial owner of 1,188,680,000 Shares, and the Underwriter has agreed to apply for and procure Mr. Chan to apply for an aggregate of 606,680,600 Offer Shares which will represent the assured allotment to them under the Open Offer.

NOW IT IS AGREED as follows:-

1. INTERPRETATION

1.1 In this Agreement, and the recitals hereto, unless the context otherwise requires, the following expressions have the following meanings:-

"acting in concert"	has the meaning ascribed to it under the Takeovers Code;
"Announcement"	the announcement to be made by the Company concerning, inter alia, the Open Offer substantially in the form set out in Annexure "A";
"Annual Report"	the annual report of the Company for the year ended 31 December 2013;
"Application Form(s)"	the application form(s) in respect of the Open Offer to be used by the Qualifying Shareholder(s) to apply for the Offer Shares in the form agreed by the Company and the Underwriter;
"Bonus Issue"	the proposed bonus issue of unlisted warrants on the basis of three Warrants for every five Offer Shares taken up;
"Business Day"	a day (other than a Saturday, a Sunday or days on which a typhoon signal no. 8 or above or black rainstorm signal is hoisted in Hong Kong between 9:00 a.m. to 5:00 p.m.) on which banks in Hong Kong are generally opened for business for more than five hours;
"CCASS"	the Central Clearing and Settlement System established and operated by Hong Kong Securities Clearing Company Limited;
"Cayman Companies Law"	the Companies Law, Cap. 22 (Law 3 of 1961, as consolidated and revised) of the Cayman Islands (as amended from time to time);
"Committed Shares"	being the 606,680,600 Offer Shares in aggregate, represent the maximum number of the Offers Shares to be offered to the Underwrite and Mr. Chan by the Company for subscription under the Open Offer;
"Companies Ordinance"	the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Chapter 32 of the Laws of Hong Kong);

"Director(s)"	(a) director(s) of the Company;
"EGM"	the extraordinary general meeting of the Company to be convened on or about 12:00 noon on Wednesday, 8 October 2014 (or any adjournment thereof) for the Independent Shareholders to consider, and if thought fit, approve, among others, the Open Offer, the Bonus Issue and the Whitewash Waiver;
"Excluded Shareholder(s)"	(if any) the Overseas Shareholders whom the Board, based on legal opinions obtained, is of the opinion that it would be necessary or expedient not to offer the Offer Shares;
"Executive"	Executive Director of the Corporate Finance Division of the SFC of Hong Kong or any of his delegates;
"Exercisable Options"	the outstanding Share Options which have been vested and are exercisable, in aggregate 251,380,000 Share Options;
"Group"	the Company and its Subsidiaries;
"HK\$"	Hong Kong dollars, the lawful currency of Hong Kong;
"Hong Kong"	the Hong Kong Special Administrative Region of the People's Republic of China;
"Independent Shareholders"	Shareholders other than the Underwriter, its associates and parties acting in concert with it, and those who are involved in, or interested in the Open Offer, the Bonus Issue and / or the Whitewash Waiver, who are required to abstain from voting in respect of the Open Offer at the EGM pursuant to the Listing Rules;
"Interim Report"	the interim report of the Company for the six months ended 30 June 2014;
"Latest Time Acceptance"	for 4:00 p.m. on Tuesday, 4 November 2014 or such later time or date as may be agreed between the Company and the Underwriter, being the latest time for acceptance of and payment for, the Offer Shares in the manner as set out in the Prospectus Documents;
"Latest Time Termination"	for 4:00 p.m. on the following Business Day immediately after the Latest Time for Acceptance or such later time or date as may be agreed between the Company and the Underwriter, being the latest time to terminate this Agreement (or such other time or date as the Underwriter and the Company may agree in writing);

"Listing Rules"	the Rules Governing the Listing of Securities on the Stock Exchange;
"Mr. Chan"	Mr. Chan Wing Him Kenny;
"Offer Share(s)"	not less than 1,746,773,000 Offer Shares (assuming none of the Exercisable Options having been exercised on or before the Record Date) and not more than 1,872,463,000 Offer Shares (assuming the Exercisable Options having been exercised in full on or before the Record Date) proposed to be offered to the Qualifying Shareholders for subscription under the Open Offer;
"Open Offer"	the proposed issue of the Offer Shares by the Company on the basis of one Offer Share for every two Shares held on the Record Date at the Subscription Price, which is subject to the terms and conditions herein and to be set out in the Prospectus Documents;
"Overseas Shareholders"	the Shareholders (if any) with registered addresses on the register of members of the Company which are outside Hong Kong at the close of business on the Record Date;
"Prospectus"	the prospectus to be issued by the Company to the Qualifying Shareholders together with the Application Form in relation to the Open Offer, and if, to the extent legally and practically permissible, to depatch (without the Application Form) to the Excluded Shareholders and the holders of the outstanding Share Options for information purposes only;
"Prospectus Documents"	the Prospectus and the Application Form;
"Prospectus Posting Date"	Tuesday, 21 October 2014 or such later date as may be agreed between the Underwriter and the Company for the dispatch of the Prospectus Documents;
"Qualifying Shareholders"	the persons shown on the register of members of the Company on the Record Date, other than the Non-Qualifying Shareholders;
"Record Date"	Monday, 20 October 2014 or such other date as may be agreed between the Underwriter and the Company, being the date by reference to which entitlements to the Open Offer will be determined;
"Registrar"	Tricor Investor Services Limited, the branch share registrar and transfer office of the Company;

“SFC”	Securities and Futures Commission of Hong Kong;
"Shares"	ordinary share(s) of HK\$0.0025 each in the share capital of the Company;
“Share Options”	the share options granted under the share option schemes adopted by the Company;
“Share Option Schemes”	the share option schemes adopted by the Company on 25 January 2003 and 12 May 2011;
"Stock Exchange"	The Stock Exchange of Hong Kong Limited;
"Subscription Price"	HK\$0.020 per Offer Share;
"Subsidiaries"	the subsidiaries (as "subsidiary" is defined in the Listing Rules) of the Company as at the date hereof;
“Takeovers Code”	the Hong Kong Code on Takeovers and Mergers;
“Undertaking”	the letter of undertaking dated hereof given by the Underwriter to the Company in relation to its irrevocable undertaking to accept and procure Mr. Chan to accept the subscription and payment for the Committed Shares under the Open Offer;
"Underwritten Shares"	the total number of the Offer Shares (other than the Committed Shares) which are offered to the Qualifying Shareholders to subscribe for and fully underwritten by the Underwriter pursuant to the Open Offer;
“Warrants”	the unlisted warrant(s) (in registered form and by way of deed poll) to be issued by the Company to the first registered holders of the Offer Shares on the basis of three Warrants for every five Offer Shares taken up, substantially in the terms and conditions set out in the instrument set out in Annexure “B”;
“Warrant Shares”	Share(s) to be issued upon the exercise of the subscription rights attaching to the Warrants;
"Whitewash Waiver"	a waiver to be granted by the Executive pursuant to note 1 on dispensation from Rule 26 of the Takeovers Code in respect of the obligations of the Underwriter and parties acting in concert with it, to make a mandatory general offer for all the securities of the Company (including the Exercisable Options) not already owned or agreed to be acquired by Underwriter and parties acting in concert with it, which would otherwise arise as a result of the

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Underwriter being required to perform its underwriting commitment under this Agreement.

- 1.2 References herein to "Clauses" and to "Annexure" are to clauses of, and the annexures to, this Agreement.
- 1.3 References to time herein are to Hong Kong time.
- 1.4 In this Agreement, the singular includes the plural and vice versa, words importing gender or the neuter include both genders and the neuter and vice versa, and references to persons include bodies corporate or unincorporate. The clause headings in this Agreement are for convenience only and have no legal effect.

2. CONDITIONS PRECEDENT

2.1 The obligations of the Underwriter under this Agreement are conditional on:-

- (i) the passing by the Independent Shareholders at the EGM by way of poll of the necessary resolution(s) approving, among others, the Open Offer, the Bonus Issue, the creation of the Warrants, the issue of the Offer Shares and the Warrant Shares and the Whitewash Waiver;
- (ii) the Executive granting the Whitewash Waiver and the satisfaction of all conditions (if any) attached to the Whitewash Waiver granted;
- (iii) the delivery to the Stock Exchange for authorization and the registration with the Hong Kong Companies Registry, respectively, one copy of each of the Prospectus Documents not later than the Prospectus Posting Date and otherwise in compliance with the Listing Rules and the Companies Ordinance;
- (iv) the posting of the Prospectus Documents to the Qualifying Shareholders and the posting of the Prospectus for information only and a letter in the agreed form to the Excluded Shareholders, if any, explaining the circumstances in which they are not permitted to participate in the Open Offer on the Prospectus Posting Date;
- (v) the Listing Committee of the Stock Exchange granting or agreeing to grant (subject to allotment) and not having withdrawn or revoked the listing of and permission to deal in the Offer Shares and the Warrant Shares by no later than the first day of their dealings as stated in the Prospectus;
- (vi) compliance with and performance of all undertakings and obligations of the Company under this Agreement;
- (vii) compliance with and performance of all undertakings and obligations of the Underwriter under this Agreement; and
- (viii) the obligations of the Underwriter under this Agreement not being terminated

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by the Underwriter pursuant to the terms hereof.

2.2 Save for the condition (vii) above which can be waived by the Company (to the extent such condition is waivable) and conditions (vi) and (viii) above which can be waived by the Underwriter (to the extent such conditions are waivable), none of the above conditions can be waived by the Company or the Underwriter. If the conditions precedent are not fully satisfied (or waived, as the case may be) by the Latest Time for Termination or such other date as the Company and the Underwriter may agree, this Agreement shall be terminated and no party shall have any claim against any other party for costs, damages, compensation or otherwise save for any antecedent breaches.

2.3 The Company shall use all reasonable endeavours to procure the fulfilment of the conditions in Clause 2.1 (to the extent it is within its power to do so), and shall do all the things required to be done by it pursuant to the Prospectus Documents or otherwise reasonably necessary to give effect to the Open Offer and the arrangements contemplated by this Agreement.

3. THE OFFER SHARES

3.1 Subject to fulfilment of the conditions set out in Clause 2.1 (other than Clause 2.1(v)) the Company shall offer the Offer Shares to the Qualifying Shareholders in the proportion of one Offer Share for every two Shares held on the Record Date at the Subscription Price with the bonus issue on the basis of three Warrants for every five Offer Shares taken up, by posting the Prospectus Documents (with the assured allotment in respect of the Qualifying Shareholders under the Open Offer duly completed) to such Shareholders not later than the Posting Date, on the basis that payment for the Offer Shares shall be made in full on application no later than the Latest Time for Acceptance.

3.2 For the avoidance of doubt, any Offer Shares which (i) represent assured allotments of the Qualifying Shareholders under the Open Offer not applied for; and (ii) represent assured allotments to which Excluded Shareholders would otherwise have been allotted under the Open Offer shall not be made available to the Qualifying Shareholders.

3.3 The Company shall use its reasonable endeavours to ensure that all applications pursuant to the Application Forms are properly processed and dealt with in accordance with the terms of the Prospectus Documents.

3.4 References to:-

(i) "accepted" in relation to any Offer Shares means Offer Shares in respect of which the Application Forms relating thereto have been lodged in accordance with the terms of the Prospectus Documents together with cheques/bank cashier's orders for the full amount payable in respect of such Offering Shares which are honoured on first presentation and references to "accept" shall be construed accordingly; and

(ii) "taken up" in relation to any Offering Shares shall mean Offer Shares which have been validly applied for in accordance with the terms of the Prospectus

Documents together with cheques/bank cashier's order for the full amount payable in respect of such Offer Shares being applied for which are honoured on first presentation and references to "take up" shall be construed accordingly.

3.5 The Underwriter undertakes and confirms to the Company, among others, that:

- (i) its obligation to subscribe for the Underwritten Shares pursuant to this Agreement is for its own account and it shall not hold the Company to be responsible for any loss or damage to any persons arising from any such transaction except where such loss or damage arises from any breach by the Company of its obligations under this Agreement or the gross negligence or wilful default or omission of the Company. The Underwriter also undertakes that it shall fully comply with all applicable laws, rules and regulations, including without limitation the Listing Rules and Takeovers Code, and its constitutional documents and shall not do or omit anything, the doing or omission of which shall or may cause the Company or any of the Directors to be in breach of any applicable laws, rules and regulations;
- (ii) it will not without first having obtained the prior written consent of the Company transfer or otherwise dispose (including without limitation the creation of any option, charge or other encumbrances or rights over or in respect of) or acquire (except by taking up the Offer Shares underwritten by it and pursuant to this Agreement and pursuant to the Undertaking or acquiring Shares in circumstances which do not contravene the Listing Rules or qualify as a disqualifying transaction under the Takeovers Code) any Shares or any interest therein between the date of this Agreement and the Latest Time for Acceptance; and
- (iii) in the event that there is insufficient public float of the Company within the meaning of the Listing Rules immediately upon completion of the Open Offer, it shall, subject to compliance with the Takeovers Code, take all appropriate steps including but not limited to the engagement of a placing agent to procure subscribers (who are independent third parties not connected with the directors, chief executive and substantial shareholders of the Company or its subsidiaries or any of their respective associates) to subscribe for the Shares which would otherwise be required to be taken up by it under this Agreement in order to restore the minimum public float requirement of the Company in compliance with Rule 8.08(1)(a) of the Listing Rules.

3.6 The Underwriter undertakes to deliver to the Company the duly executed Undertaking upon signing of this Agreement.

4. UNDERWRITING

4.1 Subject to the provisions of this Agreement, if and to the extent that on the Latest Time for Acceptance there shall remain any of the Underwritten Shares in respect of which valid Application Forms, accompanied by remittances for the relevant amounts payable on application, have not by then been received (all of which applications the Company undertakes with the Underwriter to accept before calling upon the Underwriter to

perform its obligations imposed by this Clause 4 provided that they have been submitted in accordance with the terms and conditions set out in the Prospectus Documents), then the Underwriter shall itself subscribe for such number of the Underwritten Shares on the terms of the Prospectus Documents, save as regards the time for application and payment, and pay to the Company the amount due on application in respect thereof, subject to and in accordance with the provisions of Clause 4.4.

- 4.2 In performance of its obligations hereunder, the Underwriter shall comply fully with all relevant laws and shall not do or omit anything the doing or omission of which will or can reasonably be expected to cause the Company or any of the Directors to be in breach of any relevant laws and in particular, but without prejudice to the generality of the foregoing, shall ensure that all offers made by it of the Offer Shares are made only in compliance with all relevant securities legislation and do not require the registration of the Prospectus Documents or any of them or any other document as a prospectus or otherwise in any jurisdiction other than (if required under the Companies Ordinance) Hong Kong and (if required under the Cayman Companies Law) the Cayman Islands. The Underwriter shall not make or purport to make on behalf of the Company any representation or warranty not contained in the Prospectus Documents.
- 4.3 The Company shall procure that the Registrar keeps the Underwriter regularly informed of the number of Offer Shares validly applied for during the period up to the Latest Time for Acceptance and shall procure that the Registrar shall notify the Underwriter in writing as soon as practicable thereafter of the total number of the Underwritten Shares (if any) for which valid applications as aforesaid shall not have been received as at such time and date.
- 4.4 The Underwriter shall pay to the Company the Subscription Price in respect of those Underwritten Shares for which it is obliged to subscribe pursuant to this Agreement by not later than the Latest Time for Termination.
- 4.5 The Underwritten Shares dealt with as provided in Clauses 4.1 shall be duly allotted and issued and either:-
- (a) certificates in respect thereof shall be issued in such denominations as the Underwriter may reasonably require and delivered to the Underwriter as it may direct; or
 - (b) in respect of those Underwritten Shares which the Underwriter requests the Company to deposit into CCASS (the "CCASS Underwritten Shares"), the Company shall credit to the Underwriter's account with CCASS or such other account with CCASS as the Underwriter may direct the CCASS Underwritten Shares and provide sufficient evidence or confirmation of the same to the Underwriter. If any of the CCASS Underwritten Shares is not accepted into CCASS ("non-CCASS Underwritten Shares") on the Latest Time for Termination, certificates shall be issued in respect of the non-CCASS Underwritten Shares on the basis of sub-clause (a),

within five Business Days from the receipt by the Company of payment as referred to in Clause 4.4 from the Underwriter. Warrant Certificates in respect of the Warrants to be issued under the Bonus Issue for the Underwritten Shares taken up by the Underwriter

shall be issued in such denominations as the Underwriter may reasonably require and delivered to the Underwriter as it may direct within five Business Days from the receipt by the Company of payment as referred to in Clause 4.4 from the Underwriter. Following payment in the manner as provided in this Agreement, all obligations and liabilities of the Underwriter under this Agreement shall cease.

- 4.6 If the Underwriter shall default in complying with its obligations under Clause 4.1 or Clause 4.4, the Company is hereby irrevocably authorised to treat this Agreement as an application by the Underwriter on and subject to the terms and conditions and on the basis of the information contained in the Prospectus Documents (other than as to the time and method of application and payment) for the Underwritten Shares which have not been taken up due to the default of the Underwriter and to allot and issue the same to the Underwriter upon such terms and conditions. The Underwriter shall pay to the Company the full amount in respect of the Underwritten Shares which have not been taken up by it as aforesaid together with interest accrued thereon against delivery by the Company to the Underwriter (or as it may direct) of documentary evidence of entitlement to such Underwritten Shares. For the purpose of this Clause 4.6, interest shall accrue on any unpaid amount at the annual rate equal to the aggregate of [*]% and the prime lending rate in Hong Kong dollars published by The Hongkong and Shanghai Banking Corporation Limited from time to time, from and including the Latest Time for Termination to and excluding the date on which payment is received by the Company.

5. ALLOTMENT AND ISSUE OF THE OFFER SHARES

- 5.1 Subject to the fulfilment of the conditions referred to in Clause 2.1, the Company shall, on or as soon as practicable after the Latest Time for Acceptance, duly allot and issue (or confirm the allotment and issue of) the Offer Shares validly applied for on the Application Forms and the relevant Warrants under the Bonus Issue and shall issue certificates for the Offer Shares and the Warrants to the respective applicants in accordance with the terms of the Prospectus Documents.
- 5.2 In relation to the issue of the Offer Shares and the Warrants, the Company shall pay all such fees, supply all such information, give all such undertakings, execute all such documents and do all such things as may be required by applicable laws, rules and regulations and by the Stock Exchange.

6. ANNOUNCEMENTS

Other than the Announcement and save as required by law or by the Stock Exchange, no announcement or circular by or on behalf of the Company which is material in relation to the Open Offer will be made or despatched during the period from the date hereof up to and including the Latest Time for Acceptance without prior approval of the Underwriter as to the contents thereof and the timing and manner of the making or despatch thereof, such approval not to be unreasonably withheld or delayed.

7. FEES AND EXPENSES

- 7.1 In consideration of the Underwriter's services hereunder, and subject to the due performance by the Underwriter of its obligations hereunder, the Company shall pay to the Underwriter an underwriting commission at the rate of 1.5% of the Subscription Price of the Underwritten Shares as to be determined on the Record Date together with all costs, fees and out-of-pocket expenses properly incurred by it in connection with the underwriting of the Underwritten Shares and agreed in advance by the Company in writing. The Underwriter may deduct the full amount of the underwriting commission and the reasonable costs, fees and out-of-pocket expenses properly incurred by it referred to above, from the amount of any subscription moneys payable by it pursuant to Clause 4.1 or, in the event of the Underwriter not being called upon to subscribe pursuant to Clause 4.1 and/or the amount of such subscription moneys payable by it being less than the full amount due to it, such costs, fees and expenses, or the balance thereof, shall be due and payable on the Business Day next following the Latest Time for Termination or on such other date as may be agreed between the Company and the Underwriter.
- 7.2 The Company shall pay all reasonable costs, charges and expenses (if any) howsoever of or incidental to the Open Offer and the arrangements hereby contemplated, printing and translation charges, any capital duty, the fees of the Company's auditors, solicitors and Registrar, and the fees payable to the Stock Exchange.

8. REPRESENTATIONS AND WARRANTIES AND UNDERTAKING

- 8.1 The Company hereby represents, warrants and undertakes to the Underwriter that, save as disclosed in the Annual Report, the Interim Report, announcements and circulars made or issued by the Company or otherwise publicly disclosed and subject as provided herein:
- (i) Recitals (A) to (E) to this Agreement are true and accurate in all respects and there are no rights other than as disclosed in public documents issued by the Company and in the Announcement whether conditional or unconditional in existence which require the issue of any shares or other securities of the Company now or at any time hereafter and (save with the consent of the Underwriter) no further share capital or loan capital will be issued by the Company and no alteration will be made in the rights attached to any of the issued Shares pending the commencement of dealings in the Offer Shares;
 - (ii) the obligations of the Company contained in this Agreement constitute legal, valid and binding obligations of the Company enforceable in accordance with their terms subject only to limitations imposed by law and not by contract;
 - (iii) the Offer Shares, when fully paid, will be free from all liens, charges, encumbrances and third party rights, interests or claims of any nature whatsoever and shall rank pari passu in all respects with the Shares then in issue, including the right to receive all dividends and distributions which may be declared, made or paid on or after the date of issue of the Offer Shares;

- (iv) all statements of fact contained or to be contained in the Prospectus Documents (other than those made by the Underwriter) are or will when made be true and accurate in all material respects and there are no facts, which are known or on reasonable enquiry would have been known to the Company and its directors and which have not been disclosed to the Underwriter or will not be disclosed in the Prospectus Documents, the omission of which would make any statement in the Prospectus Documents misleading in any material respect or which in the context of the Open Offer are material for disclosure therein;
- (v) the statements and the expressions of opinion, intention and expectation of the Company and its Directors to be contained in the Prospectus Documents or in the documents referred to therein will be made after due and proper consideration, and will be fair and reasonable and based on facts known to the Company and its Directors;
- (vi) the Prospectus Documents will contain all material particulars required to comply with all Hong Kong statutory and other provisions so far as applicable and the requirements of the Stock Exchange and the issue of Offer Shares in accordance with the Prospectus Documents will comply with the Companies Ordinance, the Cayman Islands Companies Law, the requirements of the Stock Exchange and all other relevant regulations in Hong Kong and the Cayman Islands;
- (vii) subject to fulfilment of the conditions set out in Clause 2.1, the Company has power under its memorandum and articles of association to, and has taken all necessary corporate or other action to enable it to, enter and perform its obligations under this Agreement and to make the Open Offer and Bonus Issue, to allot and issue the Offer Shares, the Warrants and the Warrant Shares and to deal with the Open Offer and the Bonus Issue as may be specified in the Prospectus Documents and no other consents, actions, authorisations or approvals are necessary to enable or authorise it to do any of the aforesaid;
- (viii) the Company has available authorised share capital to issue or permit to be issued the Offer Shares and the Warrant Shares;
- (ix) save as otherwise disclosed in the Annual Report, the Interim Report and other public documents of the Company, there has been no material adverse change or any development in the financial condition, or operations or prospects of any company in the Group or any litigation or proceedings pending against the Company or any winding-up petition filed against the Company since 31 December 2013; and
- (x) the audited consolidated accounts of the Group in respect of the financial year ended 31 December 2013, give a true and fair view of the state of affairs, financial position, assets and liabilities of the Group at that date

8.2 The representations and warranties contained in Clause 8.1 are given as at the date hereof. In addition, they shall be deemed to be repeated on the Posting Date with respect (where relevant) to the Prospectus Documents in their final form and on the Latest Time for Acceptance, in each case with reference to the facts and

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circumstances then subsisting. The Company accepts that the Underwriter is entering into this Agreement in reliance on such representations and warranties. The Company shall not do or omit to do (and the Company shall procure that no Subsidiaries of the Company shall do or omit to do) any act or thing whereby any of the representations or warranties in Clause 8.1 would be untrue in any material respect on the Posting Date or on the Latest Time for Acceptance and the Company undertakes to notify the other parties hereto of any matter or event coming to its attention prior to the despatch of the Prospectus Documents or prior to the Latest Time for Acceptance which shows any representation or warranty to be or to have at any relevant time been untrue or inaccurate in any material respect or which, had the representations and warranties contained in Clause 8.1 been repeated on each day prior to the Latest Time for Acceptance, would have shown any representation or warranty to be or to have at any relevant time been untrue or inaccurate in any material respect.

- 8.3 If, prior to the Posting Date or on or prior to the Latest Time for Acceptance, any matter or event comes to the attention of any of the parties hereto as a result of which any representation or warranty, if repeated immediately after the occurrence thereof, would be untrue or inaccurate in any material respect or which would or might render untrue or inaccurate in any material respect or misleading any statement, whether of fact or opinion, contained in the Prospectus Documents if the same were issued immediately after such occurrence, the relevant party shall forthwith notify the other party hereto and without prejudice to the rights of the Underwriter pursuant to Clause 9, the Company and the Underwriter shall forthwith consult with a view to agreeing what steps should be taken (including without limitation notifying the Stock Exchange and taking any steps necessary to avoid a false market in the Offer Shares, what changes, if any, should be made to the Prospectus Documents or, if the Prospectus Documents have already been despatched, what announcement or circular, if any, should be made or despatched). The Company agrees not to make any such changes or announcements or despatch any such circular without the prior written consent of the Underwriter, such consent not to be unreasonably withheld.
- 8.4 The undertakings, representations and warranties in this Agreement shall remain in full force and effect notwithstanding completion of the Open Offer and all matters and arrangements referred to in or contemplated by this Agreement.

9. TERMINATION AND FORCE MAJEURE

9.1 If, prior to the Latest Time for Termination:

- (i) there occurs:
- (a) an introduction of any new law or regulation or any change in existing law or regulation (or the judicial interpretation thereof); or
 - (b) any local, national or international event or change (whether or not forming part of a series of events or changes occurring or continuing before, and/or after the date hereof) of a political, military, financial, economic or currency (including a change in the system under which the value of the Hong Kong currency is linked to the currency of the United States of

America) or other nature (whether or not such are of the same nature as any of the foregoing) or of the nature of any local, national or international outbreak or escalation of hostilities or armed conflict, or affecting local securities market; or

- (c) any act of God, war, riot, public disorder, civil commotion, fire, flood, explosion, epidemic, terrorism, strike or lock-out;

and in the reasonable opinion of the Underwriter, such change would have a material and adverse effect on the business, financial or trading position or prospects of the Group as a whole or the success of the Open Offer or make it inadvisable or inexpedient to proceed with the Open Offer;

- (ii) the Company commits any material breach of or omits to observe any of the obligations, undertakings, representations or warranties expressed to be assumed by it under this Agreement which breach or omission will have a material and adverse effect on its business, financial or trading position; or
- (iii) the Underwriter shall receive notification pursuant to this Agreement of, or shall otherwise become aware of, the fact that any of the representations or warranties contained in this Agreement was, when given, untrue or inaccurate or would be untrue or inaccurate if repeated as provided in this Agreement, and the Underwriter shall, in its reasonable opinion, determine that any such untrue representation or warranty represents or is likely to represent a material adverse change in the business, financial or trading position or prospects of the Group taken as a whole or is otherwise likely to have a materially prejudicial effect on the Open Offer,

the Underwriter shall be entitled (but not bound) by notice in writing issued by the Underwriter to the Company to elect to treat such matter or event as releasing and discharging the Underwriter from its obligations under this Agreement and terminate this Agreement.

- 9.3 Upon the giving of notice pursuant to this Clause 9, all obligations of the Underwriter hereunder shall cease and determine and none of the parties hereto shall have any claim against the other parties in respect of any matter or thing arising out of or in connection with this Agreement.

10. NOTICES

All notices delivered hereunder shall be in writing and shall be communicated to the following addresses:

If to the Company:

Address : Unit 806, Level 8, Core D, Cyberport 3, 100 Cyberport Road,
Hong Kong
Facsimile : (852) 2790 6616
Attention : The Board of Directors

If to the Underwriter:

Address : G/F, 101 Yu Chau Street, Sham Shui Po, Kowloon, Hong Kong
Facsimile : (852) 8161 8669
Attention : Mr. Chan Wing Him Kenny

Any such notice shall be served either by hand or by sending it through the post or by facsimile. Any notice shall be deemed to have been served, if served by hand, when delivered; if sent by post, the second Business Day after it is posted and if sent by facsimile, on receipt by the sender of confirmation of uninterrupted transmission.

11. SUCCESSORS AND ASSIGNS

- 11.1 This Agreement shall be binding on and enure for the benefit of each party's successors and permitted assigns.
- 11.2 No part of this Agreement may be assigned by either of the parties hereto without the prior written consent of the other parties hereto.

12. TIME OF THE ESSENCE

Time shall be of the essence of this Agreement, both as to times, dates and periods mentioned herein and as to any times, dates or periods which may by agreement in writing be substituted therefor.

13. COUNTERPARTS


This Agreement may be executed in one or more counterparts each of which shall be binding on each party by whom or on whose behalf it is so executed, but which together shall constitute a single instrument. For the avoidance of doubt, this Agreement shall not be binding on either of the parties hereto unless and until it shall have been executed by or on behalf of both persons expressed to be parties hereto.

14. GOVERNING LAW

- (A) This Agreement is governed by and shall be construed in accordance with the laws of Hong Kong and the parties hereto submit to the non-exclusive jurisdiction of the courts of Hong Kong in connection herewith.

IN WITNESS whereof this Agreement has been entered into the day and year first before written.

SIGNED by
ARTHUR ROSS GORRELL
for and on behalf of
ENVIRO ENERGY INTERNATIONAL
HOLDINGS LIMITED
in the presence of:-


ADRIAN CHAN



SIGNED by
Chan Wing Him Kenny
for an on behalf of
COLPO MERCANTILE INC.
in the presence of:-


ADRIAN CHAN



ANNEXURE A

Announcement

ANNEXURE B

Warrant Instrument

AC