

## IRREVOCABLE UNDERTAKING

To: ABLE VICTORY ENTERPRISES LIMITED  
(the "Company")

From: CHAN Wing Him, Kenny

Cc: Enviro Energy International Holdings Limited

5 May 2015

Dear Sirs,

### Irrevocable Undertaking

I refer to the sale and purchase agreement dated 5 May 2015 ("Agreement") entered into between Colpo Mercantile Inc., Able Victory Enterprises Limited and myself in relation to sale and purchase of shares and warrants in Enviro Energy International Holdings Limited (the "Company"). This is an irrevocable undertaking required to be delivered by me under Clause 3(C) of the Agreement. Terms defined in the Agreement bear the same meanings in this undertaking.

1. I hereby represent and warrant to you that as at the date hereof, I am legally and beneficially interested in the following securities of the Company:-
  - (a) a total of 2,207,485,423 Shares of which 2,170,463,623 Shares are directly held by Colpo Mercantile Inc. which entire issued share capital is held by me and remaining 37,021,800 Shares are directly held by me;
  - (b) Options exercisable into a total of 36,891,892 Shares; and
  - (c) a total of HK\$125,259,651.72 Warrants exercisable into 596,474,532 Shares of which HK\$123,704,736.12 Warrants exercisable into 589,070,172 Shares are directly held by Colpo Mercantile Inc. which entire issued share capital is held by me and remaining HK\$1,554,915.60 Warrants exercisable into 7,404,360 Shares are directly held by me.
  
2. I hereby irrevocably undertake to you as follows:
  - (a) not to exercise the Options held by me from the date hereof to the close of the Offers for the purpose of the Takeover Code;
  - (b) not to transfer, dispose, assign or create any rights over, or agree to do any of the foregoing, the Options held by me from the date hereof to the close of the Offers for the purpose of the Takeover Code;
  - (c) not to tender any and all Options held by me for acceptance under the Offers; and
  - (d) to cancel the Options held by me with effect from the first closing date of the Offers.

3. In the event that I should fail to comply with the undertakings given above, I hereby irrevocably authorize and instruct the Company to treat this Undertaking as my irrevocable instruction to cancel and withdraw any exercise notice purported to be given by me in respect of an exercise of any Options held by me. I agree not to hold the Company liable for any liabilities and/or damages.
4. By a copy of this undertaking to the Company, I hereby instruct the Company to treat my undertaking in paragraph 2(d) above as cancellation of my Options held with the Company.

This Undertaking is governed by and shall be construed in accordance with the laws of Hong Kong.

SIGNED, SEALED AND DELIVERED BY )  
CHAN Wing Him Kenny )  
In the presence of: )



**Fung Pik Yiu Linda**  
**Solicitor**  
**LF Legal**  
**Suite 1502, 135 Bonham Strand**  
**Sheung Wan**  
**Hong Kong SAR**