

This Investment Agreement is made this 6 day of May 2013.

Between:

- (1) Cedrus Investments Limited (the "Investor") whose registered office is at Grand Pavilion, 802 West Bay Road, P.O. Box 31235, Grand Cayman, Cayman Islands KY1-1205; and
- (2) Enviro Energy International Holdings Limited (the "Company") whose registered office is at Cricket Square, Hutchins Drive, P. O. Box 2681, Grand Cayman KY1-1111, Cayman Islands and whose principal place of business in Hong Kong is at Unit 806, Level 8, Core D, Cyberport 3, 100 Cyberport Road, Hong Kong.

Whereas:

The Investor hereby agrees with the Company in respect of the shares as follows:

1. Definitions

(a) In this Investment Agreement capitalised words and expressions used following words and expressions shall have the following meanings:

"Investor Share" Means an ordinary share of HK\$0.0025 each in the share capital of the Company and all of its assets, holdings and related interests.

(b) In this Investment Agreement:

(i) any reference to a Recital, Clause or Schedule is to the relevant Recital, Clause or Schedule of or to this Investment Agreement;

(c) the clause headings are included for convenience only and shall not affect the interpretation of this Investment Agreement;

(d) use of the singular includes the plural and vice versa;

(e) use of any gender includes the other gender;

(f) any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and

(g) references to any document or agreement are to be construed as references to such document or agreement as is in force for the time being and as amended, varied, supplemented, substituted or novated from time to time.

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2. Offer to Subscribe

The Investor irrevocably offers to subscribe for the number of Investor Shares which may be purchased for the amount set forth in Schedule 2 to this Investment Agreement.

3. Investment Subject to Acceptance

The Investor agrees that the offer to subscribe is not binding on the Company until it is accepted by the Company. The Company may reject the offer to subscribe in whole or in part in its sole discretion for any reason whatsoever. The offer to subscribe shall be deemed to be accepted only after this Investment Agreement has been countersigned by the Company. The Investor agrees that unless and until its offer to subscribe is rejected by the Company, the Investor shall not be entitled to cancel, terminate, or revoke its offer to subscribe. If the Company rejects the offer to subscribe, this Investment Agreement and all related documents executed by the Investor in connection with it may be retained by the Company.

4. Completion

The Investor shall remit cash in the sum of HK\$11,625,000 (US\$1,500,000), less any fees or rebates, being the investment proceeds. The Company shall deliver the shares via physical shares.

Completion is expected to be within 14 days after the date of this agreement, unless mutually extended by both parties.

Completion shall be conditioned upon the Listing Committee granting approval of, and permission to deal in, the Investor Shares.

5. Survival of Representations and Warranties

The Investor hereby represents and warrants to the Company in respect of the Investor Shares that each representation and warranty contained in Schedule 1 is true and accurate on the date of this Investment Agreement.

Each representation and warranty contained in Schedule 1 or made in writing by the Investor in connection with the transactions contemplated by this Investment Agreement shall survive the execution and delivery of this Investment Agreement, the issue and allotment of Investor Shares to the Investor and the Investor's admission as a Shareholder of the Company.

6. Confidentiality

The Investor agrees that the Investor shall not duplicate or provide copies of the Memorandum and Articles of Association of the Company or this Investment Agreement

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to any person other than the Investor's investment and tax advisers, accountants or legal counsel.

7. Confidential Information

(a) The Investor understands and agrees that:

(i) the Company shall be entitled to retain any information it receives, whether within or outside the Cayman Islands, in such manner as it shall, in its absolute discretion, consider appropriate, and

(ii) the Company reserves the right to engage such agents, whether within or outside the Cayman Islands as, in its absolute discretion, it shall consider appropriate for the purpose of complying with its obligations pursuant to applicable laws and regulations.

(b) The Investor hereby unconditionally and irrevocably authorises the Company to disclose any information held by it, including without limitation by providing this Investment Agreement (whether an original or a copy) and any other information in relation to the Investor, whether or not confidential in nature:

(i) to its professional advisers or other service providers, whether within or outside the Cayman Islands, where the Company considers such disclosure necessary or appropriate in the normal course of business or to enable them to conduct its affairs; or

(ii) where such disclosure is required by any applicable law or order of any court of competent jurisdiction or pursuant to any direction, request or requirement (whether or not having the force of law) of any central bank or any regulatory, tax or other government agency or authority.

8. Entire Agreement

This Investment Agreement (including the Schedules) contains the entire agreement between the parties with respect to the subject matter of this Investment Agreement, and there are no representations, covenants or other agreements except as stated herein.

9. Counterparts

This Investment Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed an original, and all the counterparts together shall constitute one and the same instrument.

10. Severance

If any provision of this Investment Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such

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invalidity or unenforceability shall not affect the other provisions of this Investment Agreement which shall remain in full force and effect.

11. Governing Law and Jurisdiction

This Investment Agreement is governed by, and shall be construed in accordance with, the laws of Hong Kong. Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of Hong Kong over any claim or matter arising under or in connection with this Investment Agreement.

12. Announcement

No public announcement or communication of any kind shall be made in respect of the subject matter of this Investment Agreement unless specifically agreed between the parties or unless an announcement is required pursuant to the applicable law and the regulations or the requirements of the Stock Exchange or any other regulatory body or authority. Any announcement by the Investor required to be made pursuant to any relevant law or regulation or the requirements of the Stock Exchange or any other regulatory body or authority shall be issued only after such prior written consent is obtained from the Company in the circumstances.

13. Costs and Stamp Duty

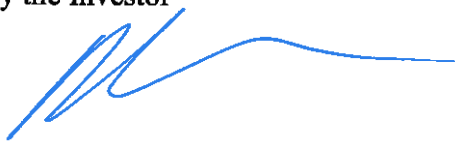
Save as otherwise stated herein, each of the Company and the Investor shall bear its own legal and professional fees, costs and expenses incurred in connection with the preparation, negotiation, execution and performance of this Investment Agreement.

Any stamp duty, if any, payable on the Investment for, and issue of, the Investor Shares shall be borne by the Investor and the Company in equal parts.

SIGNED by the Investor

On

Date:



Rani Jarkas
Chairman



The offer to subscribe is hereby accepted subject to the conditions set forth in this Investment Agreement.

By:
Name: *Chan Wing Hin Kenny*
Title: *Director*
Date: *6 May 2013*

For and on behalf of
ENVIRO ENERGY INTERNATIONAL HOLDINGS LIMITED
環能國際控股有限公司

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Director/Authorized Signature(s)

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Schedule 1

Representations and Warranties

The Investor represents and warrants that:

- 1 The Investor is aware that: (i) investment in the Company involves a high degree of risk, and is subject to the restrictions set out in the Company's organizational documents;(ii) no governmental or other agency has made any finding or determination as to the fairness for investment by persons in, nor has made any recommendation or endorsement of, the Investor Shares;
- 2 The Investor has full power and authority to execute and deliver this Investment Agreement, and to subscribe for and purchase the Investor Shares and is authorised to pay all amounts it has committed to pay to the Company in respect of the Investor Shares;
- 3 The Investor's purchase of the Investor Shares and its execution and delivery of this Investment Agreement have been authorised by all necessary action on its behalf, and this Investment Agreement is and, upon acceptance of this Investment Agreement by the Company, shall be, its legal, valid and binding obligations, enforceable against the Investor in accordance with its terms;
- 4 The Investor represents that the Shares are to be purchased with funds that are from legitimate sources in connection with its regular business activities and which do not constitute the proceeds of criminal conduct within the meaning given in the Proceeds of Criminal Conduct Law of the Cayman Islands or similar law of any jurisdiction;
- 5 The Investor is not a senior political figure, or an immediate family member or close associate of a senior political figure, and is not acting on behalf of a senior political figure; and
- 6 The Investor Shares are not being acquired and will not be held in violation of any applicable laws.
- 7 The Investor is a sophisticated investor who recognizes and understands the risks involved in this investment and has the financial ability and willingness to accept such risks for an extended period of time.

Schedule 2

The Company represents and warrants that:

1 **Organization and Qualification.** The Company is an entity duly incorporated or otherwise organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or organization (as applicable), with the requisite power and authority to own and use its properties and assets and to carry on its business as currently conducted. The Company is not in violation or default of any of the provisions of its respective certificate or articles of incorporation, bylaws or other organizational or charter documents. The Company is duly qualified to conduct business and is in good standing as a foreign corporation or other entity in each jurisdiction in which the nature of the business conducted or property owned by it makes such qualification necessary, except where the failure to be so qualified or in good standing, as the case may be, would not have or reasonably be expected to result in (i) a material adverse effect on the legality, validity or enforceability of any transaction document, (ii) a material adverse effect on the results of operations, assets, business, prospects or condition (financial or otherwise) of the Company or (iii) a material adverse effect on the Company's ability to perform in any material respect on a timely basis its obligations under any transaction document (any of (i), (ii) or (iii), a "Material Adverse Effect") and no Proceeding has been instituted in any such jurisdiction revoking, limiting or curtailing or seeking to revoke, limit or curtail such power and authority or qualification.

2 **Authorization; Enforcement.** The Company has the requisite corporate power and authority to enter into and to consummate the transactions contemplated by each of the transaction documents and otherwise to carry out its obligations hereunder and thereunder. The execution and delivery of each of the transaction documents by the Company and the consummation by it of the transactions contemplated hereby and thereby have been duly authorized by all necessary action on the part of the Company and no further action is required by the Company, its board of directors or its shareholders in connection therewith other than in connection with the Required Approvals. Each transaction document has been (or upon delivery will have been) duly executed by the Company and, when delivered in accordance with the terms hereof and thereof, will constitute the valid and binding obligation of the Company enforceable against the Company in accordance with its terms except (i) as limited by general equitable principles and applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally, (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies and (iii) insofar as indemnification and contribution provisions may be limited by applicable law.

3 **No Conflicts.** The execution, delivery and performance of the transaction documents by the Company, the issuance and sale of the Shares and the consummation by the Company of the other transactions contemplated hereby and thereby do not and will not (i)

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conflict with or violate any provision of the Company's articles of incorporation, bylaws or other organizational or charter documents, or (ii) conflict with, or constitute a default (or an event that with notice or lapse of time or both would become a default) under, result in the creation of any Lien upon any of the properties or assets of the Company, or give to others any rights of termination, amendment, acceleration or cancellation (with or without notice, lapse of time or both) of, any agreement, credit facility, debt or other instrument (evidencing a Company debt or otherwise) or other understanding to which the Company is a party or by which any property or asset of the Company is bound or affected, or (iii) subject to the Required Approvals, conflict with or result in a violation of any law, rule, regulation, order, judgment, injunction, decree or other restriction of any court or governmental authority to which the Company is subject or by which any property or asset of the Company is bound or affected; except in the case of each of clauses (ii) and (iii), such as would not have or reasonably be expected to result in a Material Adverse Effect.

4 Issuance of the Shares. The Shares are duly authorized and, when issued and paid for in accordance with the applicable transaction documents, will be duly and validly issued, fully paid and non-assessable, free and clear of all Liens imposed by the Company other than restrictions on transfer provided for in the transaction documents. The Company has reserved from its duly authorized capital stock the maximum number of ordinary shares issuable pursuant to this Subscription Agreement.

5 Litigation. There is no action, suit, inquiry, notice of violation, proceeding (including any partial proceeding such as a deposition) or investigation pending or, to the knowledge of the Company, threatened against or affecting the Company, or any of its respective properties before or by any court, arbitrator, governmental or administrative agency or regulatory authority (collectively, an "Action") which (i) adversely affects or challenges the legality, validity or enforceability of any of the transaction documents or the Shares or (ii) could, if there were an unfavourable decision, have or reasonably be expected to result in a Material Adverse Effect. Neither the Company nor any Subsidiary, nor any director or executive officer thereof, is or has been the subject of any Action involving a claim of violation of or liability under any securities laws or a claim of breach of fiduciary duty. There has not been, and to the knowledge of the Company, there is not pending or contemplated, any investigation by the regulator involving the Company or any current or former director or executive officer of the Company.

6 Labour Relations. No material labour dispute exists or, to the knowledge of the Company, is imminent with respect to any of the employees of the Company which could reasonably be expected to result in a Material Adverse Effect. None of the Company's employees is a member of a union that relates to such employee's relationship with the Company, and the Company is not a party to a collective bargaining agreement, and the Company believes that its relationships with its employees are good. No executive officer, to the knowledge of the Company, is, or is now expected to be, in violation of any material term of any employment contract, confidentiality, disclosure or proprietary information agreement or non-competition agreement, or any other contract or agreement or any restrictive covenant, and the continued employment of each such executive officer

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does not subject the Company to any liability with respect to any of the foregoing matters. The Company is in compliance with all local and foreign laws and regulations relating to employment and employment practices, terms and conditions of employment and wages and hours, except where the failure to be in compliance could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

7 Compliance. The Company (i) is not in default under or in violation of (and no event has occurred that has not been waived that, with notice or lapse of time or both, would result in a default by the Company), nor has the Company received notice of a claim that it is in default under or that it is in violation of, any indenture, loan or credit agreement or any other agreement or instrument to which it is a party or by which it or any of its properties is bound (whether or not such default or violation has been waived), (ii) is in violation of any order of any court, arbitrator or governmental body, or (iii) is or has been in violation of any statute, rule or regulation of any governmental authority, including without limitation all foreign, federal, state and local laws applicable to its business and all such laws that affect the environment, except in each case as would not have or reasonably be expected to result in a Material Adverse Effect.

8 Title to Assets. The Company has good and marketable title in all personal property owned by them that is material to the business of the Company and in each case free and clear of all Liens, except for Liens (i) that do not materially affect the value of such property and (ii) that do not materially interfere with the use made and proposed to be made of such property by the Company and Liens for the payment of any other taxes, the payment of which is neither delinquent nor subject to penalties. Any real property and facilities held under lease by the Company is held by them under valid, subsisting and enforceable leases with which the Company is in compliance in all material respects. The Company does not own any real property.

9 Patents and Trademarks. The Company has, or has rights to use, all patents, patent applications, trademarks, trademark applications, service marks, trade names, trade secrets, inventions, copyrights, licenses and other intellectual property rights and similar rights necessary or material for use in connection with their respective businesses (collectively, the "Intellectual Property Rights"). To the Company's knowledge, the conduct of the Company's businesses will not conflict in any material respects with any intellectual property rights of others. Neither the Company has received a notice (written or otherwise) that the Intellectual Property Rights used by the Company or any Subsidiary violates or infringes upon the rights of any Person. To the knowledge of the Company, all Intellectual Property Rights are enforceable and valid and there is no existing infringement by another Person of any of the Intellectual Property Rights. There are no outstanding options, licenses or agreements of any kind relating to the foregoing Intellectual Property Rights, nor is the Company bound by or a party to any options, licenses or agreements of any kind with respect to the Intellectual Property Rights. The Company has taken reasonable security measures to protect the secrecy, confidentiality and value of all of their intellectual properties.

10 Disclosure. Except with respect to the material terms and conditions of the transactions contemplated by the transaction documents, the Company confirms that neither it nor any other Person acting on its behalf has provided the Investor or its agents or counsel with any information that it believes constitutes or might constitute material, non-public information. The Company understands and confirms that the Investor will rely on the foregoing representation in effecting transactions in securities of the Company. All disclosure furnished by or on behalf of the Company to the Investor regarding the Company, its business and the transactions contemplated hereby is true and correct and does not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading. The press releases disseminated by the Company during the twelve months preceding the date of this Investment Agreement taken as a whole do not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements, in light of the circumstances under which they were made and when made, not misleading.

11 No Disagreements with Accountants. There are no disagreements of any kind presently existing, or reasonably anticipated by the Company to arise, between the Company and the independent registered public accounting firm formerly or presently employed by the Company and the Company is current with respect to any fees owed to such accounting firm. Company will provide to Investor audited financials updated periodically.

12 Acknowledgment Regarding Investor's Purchase of Shares. The Company acknowledges and agrees that the Investor is acting solely in the capacity of an arm's length party with respect to the transaction documents and the transactions contemplated thereby. The Company further acknowledges that no Investor is acting as a financial advisor or fiduciary of the Company (or in any similar capacity) with respect to the transaction documents and the transactions contemplated thereby and any advice given by any Investor or any of their respective representatives or agents in connection with the transaction documents and the transactions contemplated thereby is merely incidental to the Investor's purchase of the Shares. The Company further represents to each Investor that the Company's decision to enter into this Investment Agreement and the other transaction documents has been based solely on the independent evaluation of the transactions contemplated hereby by the Company and its representatives.

13 The Company shall deliver the Investor Shares under this Agreement within five (5) business days via DVP (delivery versus purchase). If Company cannot deliver the shares within the time specified herein, this Agreement shall expire and neither party shall have any obligations hereunder.

14 Company acknowledges and agrees that Investor's Shares are investments in the Company and all of its assets, projects, holdings and related interests as disclosed to Investor. Company warrants and represents that the due diligence provided to the

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Investor related to the Company represents the Company's assets, current projects, holdings and related interests at the time the shares are transferred to the Investor.

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Schedule 3

Terms and Conditions

Sales Price	HK\$0.15 per share.
Special Discount	No discount.
Relevant Stake	(U.S.) \$1,500,000 in shares of Principal.
Transfer of Shares	All Shares subject to this Agreement are unrestricted and fully tradable.
Expenses	Any expense, legal or regulatory, other than Stamp and Duty Costs defined in paragraph 13 of the Agreement, shall be borne by the Company.
Obligation to sell	Company shall be under an obligation to sell the committed amount of equity to investor based on the Sales Price and other key terms as set forth in this Term Sheet.
Delivery	Upon approval of the Stock Exchange and via physical shares.

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Schedule 4

Investment Details

The Investor is required to provide the following information (please print or type):

If insufficient space is provided, please attach a separate sheet of paper.

Name

Cedrus Investments Ltd.

Current Address

Registered office:

Cedrus Investments Ltd.

Grand Pavilion

802 West Bay Road

P.O. Box 31235

Grand Cayman, Cayman Islands KY1-1205

Physical address:

Cedrus Investments Ltd.

Grand Pavilion

802 West Bay Road

P.O. Box 31235



Grand Cayman, Cayman Islands KY1-1205

Amount of Investment: (U.S.) \$1,500,000 shares

Share Class: Ordinary Shares

We hereby certify that the information given in this Schedule to the Investment Agreement is true, accurate and complete. We confirm that we will, if requested to do so by the Company provide further information and/or documents to verify this information.

We hereby confirm that we and/or our ultimate beneficial owners are third parties independent of and are not connected with the Company and its connected persons (as defined under the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited).

We further confirm that we do not hold any shares of the Company as at the date hereof.

Signature: _____



Chairman

