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## **China Environmental Energy Investment Limited**

**中國環保能源投資有限公司\***

*(Incorporated in Bermuda with limited liability)*

**(Stock code: 986)**

### **NOTICE OF THE SPECIAL GENERAL MEETING**

**NOTICE IS HEREBY GIVEN** that a special general meeting (the “**SGM**”) of the shareholders of China Environmental Energy Investment Limited (the “**Company**”) will be held at Falcon Room II, Gloucester Luk Kwok Hong Kong, 72 Gloucester Road, Wanchai, Hong Kong on Thursday, 13 October 2011 at 10:00 a.m. for the purpose of considering and, if thought fit, passing with or without amendments, the following resolution of the Company:

#### **ORDINARY RESOLUTION**

“**THAT**

- (a) the sale and purchase agreement (the “**Sale and Purchase Agreement**”) dated 9 May 2011 and the Supplemental Agreement dated 14 September 2011 (the “**Supplemental Agreement**”), both entered into between Lucky Start Holdings Limited, All Prosper Group Limited, Triumph Return Holdings Limited and Jia Sheng Holdings Limited together as the vendors (collectively the “**Vendors**”), the Company as the purchaser and Mr. Lu Weikang (陸衛康), Mr. Tang Guoming (唐國明), Ms. Ng Hiu Ying (吳曉瑛) and Mr. Hue Kwok Chiu (許國釗) as the Vendors’ guarantors in relation to the acquisition of 80% of the issued share capital in Ideal Market Holdings Limited (the “**Acquisition**”) (copies of the Sale and Purchase Agreement and the Supplemental Agreement have been produced at the SGM and marked “A” and “B” respectively and initialled by the chairman of the SGM for identification purpose) at a consideration of HK\$850,000,000, of which HK\$300,000,000 is to be satisfied by cash payment, HK\$260,000,000 by means of issue of promissory notes (the “**Promissory Notes**”) and HK\$290,000,000 by means of issue of convertible note(s) (the “**Convertible Note(s)**”) and all transactions contemplated under the Sale and Purchase Agreement (as supplemented by the Supplemental Agreement) be and are hereby approved, confirmed and ratified;

\* *For identification purposes only*

- (b) the execution, delivery and performance of the Sale and Purchase Agreement, the Supplemental Agreement and all documents, deeds and agreements contemplated thereunder or incidental thereto by the Company be and are hereby approved, confirmed and ratified;
- (c) the Acquisition and all the transactions contemplated under or incidental to the Sale and Purchase Agreement (as supplemented by the Supplemental Agreement) and all actions taken or to be taken by the Company and/or its subsidiaries pursuant thereto be and are hereby approved, confirmed and ratified;
- (d) subject to the fulfillment or waiver of the conditions set out in the Sale and Purchase Agreement (as supplemented by the Supplemental Agreement), any director of the Company (the “**Director**”) be and is hereby authorised to issue the Convertible Notes in the aggregate principal amount of HK\$290,000,000 and to issue the Promissory Note(s) in the aggregate principal amount of HK\$260,000,000 in accordance with the terms and conditions of the Sale and Purchase Agreement (as supplemented by the Supplemental Agreement);
- (e) any Director be and is hereby authorised to allot and issue such number of new ordinary shares of HK\$0.01 each in the share capital of the Company as may be required to be allotted and issued upon the exercise of the conversion rights attached to the Convertible Note(s) or part thereof to the relevant holder(s) of the Convertible Note(s); and
- (f) any Director be and is hereby authorized to sign, execute, perfect, deliver and do all such documents, deeds, acts, matters and things, as the case may be, as he may in his discretion consider necessary or expedient to carry out and implement the Sale and Purchase Agreement (as supplemented by the Supplemental Agreement) and all the transactions contemplated thereunder into full effect.”

By order of the Board  
**China Environment Energy Investment Limited**  
**Deng Hong Mei**  
*Director*

Hong Kong, 23 September 2011

*Registered office:*  
Clarendon House  
2 Church Street  
Hamilton HM 11  
Bermuda

*Head office and principal place of  
business in Hong Kong:*  
Room 2211, 22/F., Tower Two,  
Lippo Centre, 89 Queensway,  
Hong Kong

*Notes:*

- (1) Any shareholder of the Company (the “**Shareholder(s)**”) entitled to attend and vote at the SGM 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 SGM 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 are present at the SGM 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, Wanchai, Hong Kong not less than 48 hours before the time appointed for the holding of the SGM or any adjournment thereof at which the person named in the form of proxy proposes to vote or, in the case of a poll taken subsequently to the date of the SGM or any adjournment thereof, not less than 24 hours before the time appointed for the taking of the poll and in default the form of proxy shall not be treated as valid.

*As at the date of this notice, the executive Directors of the Company are Ms. Chen Tong (Chairman), Ms. Deng Hong Mei, Ms. Chan Ching Ho, Kitty, Mr. Xiang Liang and Mr. Lau Chung Yim, the non-executive Directors are Ms. Yao Zhengwei and Mr. Wang Zhenghua and the independent non-executive Directors are Mr. Chan Ying Kay, Mr. Tse Kwong Chan and Ms. Zhou Jue.*