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Enviro Energy International Holdings Limited

環能國際控股有限公司

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 1102)

ISSUE OF THE CONVERTIBLE BOND UNDER GENERAL MANDATE AND ANNOUNCEMENT PURSUANT TO RULE 13.17 OF THE LISTING RULES

THE SUBSCRIPTION AGREEMENT

On 31 January 2019 (after trading hours), the Company entered into the conditional Subscription Agreement with the Investor, pursuant to which the Company has conditionally agreed to issue, and Investor has conditionally agreed to subscribe for the Convertible Bond in the aggregate principal amount of HK\$50,000,000 at the Issue Price. The punctual performance and observance by the Company and Chargor of its obligations under the Transaction Documents were secured by (i) the Guarantee to be executed by Mr. Li; and (ii) the Share Charge in respect of the Listco Shares to be executed in favour of the Investor by the Chargor, which is wholly owned by Mr. Li.

The Convertible Bond carry the right to convert into the Conversion Shares at the Conversion Price of HK\$0.0592 per Conversion Share (subject to adjustment). Assuming the Conversion Rights are exercised in full at the Conversion Price, 844,594,595 new Shares, being the Conversion Shares, may be allotted and issued to the Investor, representing approximately 9.33% of the issued share capital of the Company as at the date of this announcement and approximately 8.54% of the issued share capital of the Company as enlarged by the allotment and issue of the Conversion Shares, assuming that there are no other changes in the share capital of the Company from the date of this announcement to the Closing Date.

The Conversion Shares will be allotted and issued pursuant to the General Mandate. Accordingly, the issue of the Conversion Shares will not be subject to the approval of the Shareholders.

Closing is subject to the fulfillment and/or waiver (as the case may be) of the Conditions Precedent set out in the Subscription Agreement and therefore may or may not proceed. Shareholders and potential investors of the Company are advised to exercise caution when dealing in the Shares.

IMPLICATIONS UNDER THE LISTING RULES

As at the date of this announcement, Mr. Li is the chairman, executive Director and a substantial shareholder of the Company and is therefore a connected person of the Company. The Chargor is an associate, as defined in the Listing Rules, of Mr. Li. Accordingly, the Guarantee and Share Charge which are provisions of financial assistance by Mr. Li and the Chargor to the Company, constitutes a continuing connected transaction of the Company under Chapter 14A of the Listing Rules.

As the Guarantee and Share Charge were provided for the benefit of the Company on normal commercial terms or better and no security over assets of the Group is granted, the Guarantee and Share Charge are exempted from the reporting, announcement and independent Shareholders' approval requirements under the Listing Rules.

Furthermore, since Mr. Li is the controlling shareholder of the Company, the Share Charge also triggers disclosure obligation of the Company under Rule 13.17 of the Listing Rules and therefore this announcement is also made by the Company pursuant to Rule 13.17 of the Listing Rules.

ISSUE OF CONVERTIBLE BOND

On 31 January 2019 (after trading hours), the Company entered into the conditional Subscription Agreement with the Investor, pursuant to which the Company has conditionally agreed to issue, and Investor has conditionally agreed to subscribe for the Convertible Bond in the aggregate principal amount of HK\$50,000,000 at the Issue Price. Mr. Li undertakes to guarantee the punctual performance and observance by the Company of its obligations under the Transaction Documents.

Subscription Agreement

Date : 31 January 2019 (after trading hours)

Parties : Issuer : The Company

Subscriber : the Investor

Guarantor : Mr. Li

To the best of the Directors' knowledge, information and belief having made all reasonable enquiries, the Investor and its ultimate beneficial owners are Independent Third Parties. Mr. Li is the chairman, executive Director and a substantial shareholder of the Company and is therefore a connected person of the Company. Pursuant to the Subscription Agreement, Mr. Li will execute the Guarantee to guarantee the punctual performance and observance by the Company under the Transaction Documents in favour of the Investor. Mr. Li will further execute the Convertible Bond Instrument as a party with the Company to guarantee the punctual performance and observance by the Company of its obligations under the Transaction Documents in favour of the Investor.

The punctual performance and observance by the Company of its obligations under the Transaction Documents were secured by (i) the Guarantee to be executed by Mr. Li; and (ii) Share Charge in respect of the Listco Shares to be executed in favour of the Investor by the Chargor, which is wholly owned by Mr. Li.

Subscription for the Convertible Bond

Pursuant to the Subscription Agreement, the Company conditionally agreed to issue, and the Investor conditionally agreed to subscribe for, the Convertible Bond in the principal amount of HK\$50,000,000 at the Issue Price.

Conversion Price

The Conversion Price of HK\$0.0592 per Conversion Share, representing:

- (a) a premium of approximately 11.70% over the closing price of HK\$0.053 per Share as quoted on the Stock Exchange on Last Trading Date; and
- (b) a premium of approximately 7.64% over the average closing price of HK\$0.055 per Share as quoted on the Stock Exchange for the last five (5) consecutive trading days immediately prior to the Last Trading Date.

The Convertible Bond carry the right to convert into the Conversion Shares at the Conversion Price of HK\$0.0592 per Conversion Share (subject to adjustment). Assuming the Conversion Rights are exercised in full at the Conversion Price, 844,594,595 new Shares, being the Conversion Shares, may be allotted and issued to the Investor, representing approximately 9.33% of the issued share capital of the Company as at the date of this announcement and approximately 8.54% of the issued share capital of the Company as enlarged by the allotment and issue of the Conversion Shares, assuming that there are no other changes in the share capital of the Company from the date of this announcement to the Closing Date. The details of the shareholdings are set out in the paragraph headed "EFFECT ON THE SHAREHOLDING STRUCTURE OF THE COMPANY" below.

Basis of the Conversion Price

The Conversion Price was arrived at after arm's length negotiations between the Company and the Investor with reference to the Company's past performance and the prevailing market prices of the Shares as shown above. The Directors consider the Conversion Price and the terms and conditions of the Subscription Agreement are fair and reasonable based on the current market conditions and in the interests of the Company and Shareholders as a whole.

Conditions Precedent

The obligations of the Investor to subscribe for the Convertible Bond from the Company are subject to the fulfilment (or waiver) of all of the following Conditions Precedent on or before the Closing Date:

- (a) all the Warranties being true, complete and accurate in all respects and not misleading in any material respect;
- (b) the Company, to the extent applicable, having (i) duly complied with all requirements under applicable laws and its constitutional documents necessary for the validity and enforceability of the Transaction Documents and the transactions contemplated thereunder (including without limitation the proposed issue of Convertible Bond); (ii) duly completed all procedural requirements (including without limitation notification, filing, registration, disclosure and/or announcement requirements) required by any relevant governmental authority and its constitutional documents in connection with the signing of the Transaction Documents and the transactions contemplated thereunder (including without limitation the proposed issue of Convertible Bond) that is reasonably capable of being completed prior to the Closing; and (iii) obtained all consents and approvals by the relevant governmental authority and under its constitutional documents in connection with the signing of the Transaction Documents and the transactions contemplated thereunder (including without limitation the proposed issue of Convertible Bond) that is reasonably capable of being completed prior to the Closing;
- (c) there being no governmental authority or any other entities that has:
 - (i) requested any information in connection with or instituted or, threatened any action or investigation to restrain, prohibit or otherwise challenge the subscription for the Convertible Bond by the Investor and/or its nominees, or the other transactions contemplated by the Transaction Documents to which the Investor is a party;
 - (ii) threatened to take any action as a result of or in anticipation of the subscription for the Convertible Bond by the Investor and/or its respective nominees, or the other transactions contemplated by the Transaction Documents to which the Investor is a party; or

- (iii) proposed or enacted any applicable laws which would prohibit, materially restrict or materially delay the subscription for the Convertible Bond by the Investor and/or its respective nominees, or the other transactions contemplated by the Transaction Documents to which the Investor is a party and/or the operation of any Group Company after the Closing;
- (d) there shall not have been any suspension of the trading of the Shares on the Stock Exchange for any reason during the period between the date the Subscription Agreement and the Closing Date (save for the purposes of clearing an announcement in respect of (i) the issue of the Convertible Bond pursuant to the Subscription Agreement, or (ii) any transaction which is of a routine nature resulting in a temporary suspension of trading for not more than five (5) consecutive Business Days or cessation of trading of the Shares on the Stock Exchange for any reason);
- (e) the approval for the listing of and the permission to deal in the new Shares issuable upon the exercise of the Conversion Rights (subject to conditions satisfactory to the Investor and the Company as may be imposed by the Stock Exchange) on the Stock Exchange shall have been obtained;
- (f) as at the date of the Subscription Agreement and the Closing Date, there being no material adverse change in the principal business, operations, properties, conditions (financial or otherwise), personnel or prospects of the Group, nor the happening of events which may have a Material Adverse Effect;
- (g) there shall not have occurred (i) any change, or any development involving a prospective change, in national or international monetary, financial, political or economic conditions or currency exchange rates or foreign exchange controls; (ii) a general moratorium on commercial banking activities in Cayman Islands, Hong Kong or the PRC by any relevant governmental authority; (iii) an outbreak or escalation of hostilities or act of terrorism, and which, with respect to any of (i) to (iii) above, individually or in aggregate, is or is likely to have a Material Adverse Effect; or (iv) a suspension or material limitation of trading in securities generally on the Stock Exchange.
- (h) save and except the Existing Share Charge there shall be no encumbrance over the Listco Shares directly or indirectly held by Mr. Li;
- (i) save as disclosed in the Company's announcement dated 28 August 2018, there shall be no material claim, litigation, arbitration, prosecution or other legal proceeding or investigation or inquiry in progress or pending against Mr. Li, the Chargor, or any Group Company or any of its directors or officers or employees or agents or the Group's assets that relates to the business of a Group Company nor is there any claim or any facts or circumstances which would give rise to a claim against any Group Company, which in any such case would have or have had a Material Adverse Effect, and there is no material claim, litigation, arbitration,

prosecution or other legal proceeding or investigation or inquiry threatened against any Group Company, nor is there any claim or any facts or circumstances which would give rise to a claim against any Group Company or its officers, directors or employees, which in any case would have or have had a Material Adverse Effect; and

- (j) the Chargor has executed the Share Charge to the satisfaction of the Investor.

Condition (e) is are non-waivable. If any of the Conditions Precedent cannot be fulfilled (or waived, as the case may be) on or before 31 March 2019 or such later date as agreed between the Company and the Investor, the Subscription Agreement will lapse and the parties thereto shall be released from all obligations thereunder, save for the liabilities for any antecedent breaches of the terms of the Subscription Agreement.

Guarantee

Pursuant to the Subscription Agreement, Mr. Li will execute the Guarantee. Mr. Li will, among other things, covenant to the Investor the following:

- a. the due and punctual performance and observance by the Company of its obligations under the Transaction Documents; the Investor is entitled to enforce the agreement contained herein and therein and exercise the remedies provided for hereby and thereby or otherwise available in respect hereto and thereto;
- b. the Guarantee shall be continuing securities and shall be discharged in accordance with the terms of the Guarantee;
- c. provide an irrevocable guarantee to the Investor on the Closing Date as security for all sums due and payable to Investor under the Subscription Agreement and other Transaction Documents.

Pledging of Shares by the Controlling Shareholder

To secure the Guarantee, a Share Charge in respect of the Listco Shares will be executed by the Chargor, which is wholly owned by Mr Li, in favour of the Investor, in the form and substance and all respects satisfactory to the Investor.

Since Mr. Li is the controlling shareholder of the Company, the Share Charge also triggers disclosure obligation of the Company under Rule 13.17 of the Listing Rules and therefore this announcement is also made by the Company pursuant to Rule 13.17 of the Listing Rules.

Closing

The Closing shall take place on the same Business Day as the fulfilment or waiver (as the case may be) of all Conditions Precedent (or such other date as may be agreed in writing between the Parties) at such place as may be agreed by the Parties.

The Issue Price shall be paid to the Company by the Investor by means of wire transfer of funds to the Company’s designated bank account on the Closing Date.

CONVERTIBLE BOND

Principle terms of the Convertible Bond

Principal terms of the Convertible Bond are arrived at after arm’s length negotiations between the Company and the Investor and are summarised as follows:

- Issuer: the Company
- Principal Amount: HK\$50,000,000
- Conversion Price: HK\$0.0592 per new Share, subject to adjustment
- Maturity Date: the last day of the term of one (1) year commencing from and including the Issue Date
- Interest: 15% per annum payable on Closing and will be deducted from the Principal Amount to be received by the Company
- Default interests: If the Company fails to pay any sum in respect of the Convertible Bond when the same becomes due and payable, an additional interest shall accrue on the overdue sum at the rate of 20% per annum from the due date up to (and including) the date of full payment of the overdue amount by the Company to the Convertible Bondholder’s bank account. Such default interest shall accrue on the basis of the actual number of days elapsed and a 365-day year.
- Form and denomination: The Convertible Bond is issued in registered form in the denomination of HK\$5,000,000 or integral multiples thereof as agreed to between the Company and the Convertible Bondholder(s)
- Redemption: *At Maturity*

Unless previously redeemed, converted, purchased or cancelled as provided in the Convertible Bond Instrument, the Company shall pay to the Convertible Bondholder on the Maturity Date an aggregate sum of (i) the outstanding principal amount of the Convertible Bond on the Maturity Date, (ii) all accrued and unpaid interest from the Issue Date up to (and including) the Maturity Date and unpaid default interests (if any) accrued, (iii) such additional amount as would result in an effective interest rate of fifteen percent (15%) per annum on the outstanding principal amount of the Convertible Bond from the Issue Date up to (and including) the Maturity Date (taking into account all paid interests (but excluding any default interests paid)) and calculated on the basis of the actual number of days elapsed in a year of 365 days), and (iii) all other outstanding amounts payable by the Company to the Convertible Bondholder(s) under the Transaction Documents.

On demand by the Company

Subject to the prior written consent of the Convertible Bondholder(s), the Company shall have the right to redeem all (but not part of) outstanding principal amount in respect of such portion of the Convertible Bond which has not been converted into Shares at any time during the period between the first day immediately after sixth (6th) months from the Issue Date and the twentieth (20th) Business Day immediately preceding the Maturity Date by depositing a notice of redemption with the Convertible Bondholder(s) in accordance with the Convertible Bond Instrument.

Convertible Bondholder's redemption rights for events of default

If any event of default set out in the terms and conditions of the Convertible Bond Instrument occurs, the Convertible Bondholders may give notice to the Company to the effect that the Convertible Bond together with the interest accrued and unpaid thereon become immediately due and payable.

Convertible Bondholder's Early Redemption Right

The Convertible Bondholder(s) shall have the right to redeem all or part of outstanding principal amount in respect of such portion of the Convertible Bond which has not been converted into Shares at the Early Redemption Price at any time during the period from the Issue Date to the second (2nd) Business Day immediately preceding the Maturity Date by depositing a notice of redemption with the Convertible Bondholder(s) at least five (5) Business Days before the date of redemption.

Revival and/or Survival
after Default:

if:

- (a) the Company shall default in making payment in full in respect of any Convertible Bond which shall have been called for redemption on the date fixed for redemption thereof,
- (b) any Convertible Bond has become due and payable prior to its Maturity Date by reason of the occurrence of any of the events default set out in the terms and conditions of the Convertible Bond Instrument, or
- (c) any Convertible Bond is not redeemed on its Maturity Date in accordance with the terms and conditions of the Convertible Bond Instrument,

the Conversion Rights attached to the Convertible Bond will revive and/or will continue to be exercisable until, and including, the close of business (at the place where the Convertible Bond Certificate(s) evidencing the Convertible Bond is deposited for conversion) on the date upon which the full amount of the moneys payable in respect of the Convertible Bond has been duly received by the Convertible Bondholder, notwithstanding that the Conversion Period (as stated below) may have expired before such relevant conversion date.

Status: The Convertible Bond constitutes direct, unsubordinated, unconditional and secured obligations of the Company and the Convertible Bond shall at all times rank pari passu in all respects and without any preference or priority among themselves. The payment obligations of the Company under the Convertible Bond shall at all times rank at least equally with all of its other present and future direct, unsubordinated, unconditional and unsecured obligations.

The Conversion Shares shall rank pari passu in all respects with all other existing Shares at the date of conversion and all Conversion Shares shall include rights to participate in all dividends and other distributions.

Conversion Rights: the Convertible Bondholder(s) shall have the right to convert all or any part (which shall be integral multiple of the authorized denomination) of the principal amount of the Convertible Bond into such number Shares, which will be determined by dividing such principal amount of the Convertible Bond to be converted by the Conversion Price and no fraction of a Share shall be issued on conversion at any time during the Conversion Period as stated below

Conversion period: The Conversion Rights attaching to the Convertible Bond may be exercised, at the option of the holder thereof, at any time on and after the Issue Date up to the close of business on the Business Day immediately preceding the Maturity Date (both days inclusive, in no event thereafter), provided that in each case, if such final date for the exercise of the Conversion Rights is not a Business Day in Hong Kong and in the city in which the specified office is located, then the period of the Conversion Rights by the Convertible Bondholder(s) shall end on the immediately preceding Business Day at the place aforesaid.

Adjustment Events: the Conversion Price shall be subject to adjustment upon occurrence of the following:

- (a) consolidation and subdivision; and
- (b) capitalisation of profits or reserves.

Transferability

A Convertible Bond is transferable, except to connected persons (as defined in the Listing Rules) of the Company. A Convertible Bond may be transferred by delivering the Convertible Bond Certificate issued in respect of that Convertible Bond. No transfer of title to any Convertible Bond will be effective unless and until entered on the register for the holders of the Convertible Bond.

General Mandate

The Conversion Shares will be allotted and issued pursuant to the General Mandate. The Directors were authorised to allot and issue up to 1,809,568,828 new Shares pursuant to the General Mandate. Up to the date of this announcement, the Company has not issued any Share under the General Mandate. Accordingly, the issue of the Conversion Shares is within the limit of the General Mandate and the issue of the Conversion Shares will not be subject to the approval of the Shareholders.

Application for listing

No application for the listing of the Convertible Bond will be sought from the Stock Exchange or any other stock exchange.

An application will be made to the Stock Exchange for the listing of, and permission to deal in, the Conversion Shares that may be allotted and issued upon conversion of the Convertible Bond.

EFFECTS ON THE SHAREHOLDING STRUCTURE OF THE COMPANY

As at the date of this announcement, the Company has 9,047,844,141 Shares in issue. The shareholding structure of the Company (i) as at the date of this announcement; and (ii) immediately after the full exercise of the Conversion Rights (assuming that there will be no further changes in the total number of Shares in issue prior to such exercise and no adjustment to the Conversion Price) are as follows:

Shareholders	As at the date of this announcement		Immediately after the full exercise of the Conversion Rights	
	<i>Number of Shares</i>	<i>% of shareholdings (Approximately)</i>	<i>Number of Shares</i>	<i>% of shareholdings (Approximately)</i>
Able Victory Enterprises Limited (<i>Note 1</i>)	2,207,485,423	24.40	2,207,485,423	22.32
Hua Shang Consumer Premium Selection Investment Fund	1,507,900,000	16.67	1,507,900,000	15.24
The Investor	0	0.00	844,594,595	8.54
Other public Shareholders	5,332,458,718	58.93	5,332,458,718	53.90
Total:	9,047,844,141	100.00	9,892,438,736	100.00

Note:

- Mr. Li Sen is an executive Director and the chairman of the Company. These interests were held by Able Victory Enterprises Limited, which was wholly owned by Mr. Li Sen. Accordingly, Mr. Li was deemed to be interested in 2,207,485,423 shares of the Company under the Securities and Futures Ordinance.

The above shareholdings of the Company set out in the above table are for illustration purpose only.

FUND-RAISING ACTIVITIES IN THE PAST TWELVE MONTHS

The Company has not conducted any other equity fund-raising activities in the past twelve months immediately preceding the date of this announcement.

INFORMATION ON THE INVESTOR

The Investor is a company incorporated with limited liability under the laws of British Virgin Islands. As advised by the Investor, the principal activity of the Investor is investment holding.

INFORMATION ON THE GROUP

The principal activities of the Group are trading of building materials, investment holding and properties investment.

REASONS AND BENEFITS FOR THE SUBSCRIPTION AND USE OF NET PROCEEDS

The Board believes that the raising of funds by the Subscription is to the benefit of the Group taking into account the significance of the demonstration of confidence of the Investor and is an opportunity for the Company to enhance its working capital and strengthen its capital base and financial position for future development without immediate dilution effect on the shareholding of the existing Shareholders.

The gross proceeds from the issue of the Convertible Bond will be HK\$50,000,000. The net proceeds from the issue of the Convertible Bond, after deduction of the relevant expenses, of approximately HK\$49,690,000 are intended to be used as general investment and working capital to strengthen the financial position of the Group.

The Directors consider that the terms of the Subscription Agreement including the term for issue of the Convertible Bond, the Issue Price and Conversion Price, are on normal commercial terms, fair and reasonable, and in the interests of the Company and the Shareholders as a whole.

IMPLICATIONS UNDER THE LISTING RULES

As at the date of this announcement, Mr. Li is the chairman, executive Director and a substantial shareholder of the Company and is therefore a connected person of the Company. The Chargor is an associate, as defined in the Listing Rules, of Mr. Li. Accordingly, the Guarantee and Share Charge which are provisions of financial assistance by Mr. Li and the Chargor to the Company, constitutes a continuing connected transaction of the Company under Chapter 14A of the Listing Rules.

As the Guarantee and Share Charge were provided for the benefit of the Company on normal commercial terms or better and no security over assets of the Group is granted, the Guarantee and Share Charge are exempted from the reporting, announcement and independent Shareholders' approval requirements under the Listing Rules.

Furthermore, since Mr. Li is the controlling shareholder of the Company, the Share Charge also triggers disclosure obligation of the Company under Rule 13.17 of the Listing Rules and therefore this announcement is also made by the Company pursuant to Rule 13.17 of the Listing Rules.

Closing is subject to the fulfillment and/or waiver (as the case may be) of the Conditions Precedent set out in the Subscription Agreement and therefore may or may not proceed. Shareholders and potential investors of the Company are advised to exercise caution when dealing in the Shares.

DEFINITIONS

In this announcement, unless the context otherwise requires, the following expressions shall have the following meanings when used herein:

“Board”	the board of Directors
“Business Day”	a day (other than Saturday, Sunday, public holiday and any day on which a tropical cyclone warning no. 8 or above is hoisted or remains hoisted between 9:00 a.m. and 5:00 p.m. and is not lowered at or before 5:00 p.m. or on which a “black” rainstorm warning is hoisted or remains in effect between 9:00 a.m. and 5:00 p.m. and is not discontinued at or before 5:00 p.m.) on which licensed banks are generally open in Hong Kong for general banking business throughout their normal business hours
“Chargor”	Able Victory Enterprises Limited, a company incorporated under the laws of the British Virgin Islands, Hong Kong and wholly owned by Mr. Li
“Closing”	the closing of the Subscription or, where the context so admits or requires, the performance by the Parties of their respective obligations under the Subscription Agreement
“Closing Date”	the date fixed for Closing
“Company”	Enviro Energy International Holdings Limited (Stock Code: 1102), a company incorporated in the Cayman Islands with limited liability, the shares of which are listed on the Main Board of the Stock Exchange
“Conditions Precedent”	the conditions precedent set out in the Subscription Agreement
“Conversion Prices”	the conversion price of HK\$0.0592 per Conversion Share, the price at which a Share will be issued upon conversion of the Convertible Bond into Shares
“Conversion Rights”	the rights of a Convertible Bondholder to convert the whole or part of the outstanding principal amount of the Convertible Bond into Shares subject to and in accordance with the terms and conditions of the Convertible Bond Instrument

“Conversion Shares”	the 844,594,595 new Shares which may fall to be allotted and issued upon the exercise of all the Conversion Rights attached to the Convertible Bond
“Convertible Bond”	15% fixed coupon convertible bond for an aggregate principal amount of HK\$50,000,000 in registered form to be issued by the Company in accordance with the Subscription Agreement and constituted by the Convertible Bond Instrument or, as the context may require, any number of them
“Convertible Bond Certificates”	the bond certificates (in registered form) to be issued in respect of the Subscription
“Convertible Bond Instrument”	the instrument to be executed by the Company and Chargor by way of a deed poll constituting the Convertible Bond and any other document executed in accordance with and/or supplemental to such instrument;
“Convertible Bondholder”	a person in whose name a Convertible Bond is registered in the register of the holders of Convertible Bond
“Director(s)”	director(s) of the Company
“Early Redemption Price”	the sum of (i) the outstanding principal amount of the Convertible Bond to be redeemed, (ii) all accrued and unpaid interest from the Issue Date up to (and including) the date of full payment of the Early Redemption Price by the Company into such Convertible Bondholder’s bank account, and calculated on the basis of the actual number of days elapsed in a year of 365 days), and (iii) all other outstanding amounts payable by the Company to the Convertible Bondholder(s) under the Transaction Documents.
“Existing Share Charge”	the share charge executed by the Chargor on 2 November 2018 in favour of Wonderland International Financial Holdings Limited

“General Mandate”	the authority granted by the Shareholders to the Board to issue Shares of not more than 20% of the then issued share capital of the Company at the annual general meeting of the Company held on 6 June 2018
“Group”	the Company and its subsidiaries, and a “Group Company” means any of them
“Guarantee”	the deed of guarantee provided by Mr. Li under the Subscription Agreement on the Closing Date in respect of all sums due and payable to the Investor under the Transaction Documents
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong;
“Hong Kong”	the Hong Kong Special Administrative Region of the PRC
“Independent Third Party”	the independent third party(ies) who is/are, to the best of the Directors’ knowledge, information and belief having made all reasonable enquiry, independent of and not connected with the Company and the connected person(s) (as defined in the Listing Rules) of the Company
“Investor”	Huajun Group (Asia) Limited, a company incorporated in the British Virgin Islands with limited liability and an Independent Third Party
“Issue Date”	the date of issue of the Convertible Bond
“Issue Price”	the issue price of the Convertible Bond, which shall be 100% of the principal amount of the Convertible Bond
“Last Trading Day”	31 January 2019, being the last trading day immediately before signing of the Subscription Agreement
“Listco Shares”	2,207,485,423 Shares owned by the Chargor

“Listing Committee”	the Listing Committee of the Stock Exchange
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“Material Adverse Effect”	(i) a material adverse effect on (a) the assets, liabilities, condition (financial or other), business, prospects, general affairs, results of operations or properties of the Group taken as a whole, (b) the ability of the Company, any of its subsidiaries or any relevant Party (other than the Investor) (if applicable) to perform its/his obligations under any of the Transaction Documents, or (c) the validity or enforceability of any of the Transaction Documents; or (ii) an effect which is otherwise material in the context of the transactions contemplated under the Transaction Documents
“Maturity Date”	the last day of the term of three (3) year commencing from and including the Issue Date
“Mr. Li”	Mr. Li Sen, the chairman, executive director and substantial shareholder of the Company and the guarantor in respect of punctual performance by the Company of its obligations under the Subscription Agreement
“Parties”	the Company and the Investor and “Party” means any one of them
“PRC”	the People’s Republic of China which, for the purpose of this announcement, excludes Hong Kong, the Macau Special Administrative Region and Taiwan
“Share(s)”	the ordinary share(s) of HK\$0.0025 each in the share capital of the Company
“Share Charge”	the second share charge executed or to be executed by the Chargor in favour of the Investor in respect of the Listco Shares subject to the Existing Share Charge, which shall be in the form and substance and all respects satisfactory to the Investor
“Shareholder(s)”	the holder(s) of the Shares

“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Subscription”	the subscription of the Convertible Bond by the Investor pursuant to the Subscription Agreement
“Subscription Agreement”	the subscription agreement dated 31 January 2019, entered into between the Company and the Investor in relation to the Subscription
“Transaction Documents”	the Subscription Agreement, the Guarantee, the Share Charge, the Convertible Bond Instrument and any other documents relating to the transactions contemplated therein which may be entered into from time to time
“Warranties”	The representations, warranties and covenants given or procured to be given by the Company and Chargor as provided in the Subscription Agreement
“%”	per cent.

By order of the Board
Enviro Energy International Holdings Limited
Li Sen
Chairman and Executive Director

Hong Kong, 31 January 2019

As at the date of this announcement, the Board comprises three Executive Directors, namely Mr. Li Sen (Chairman), Mr. Zhou Xuesheng (Chief Executive Officer) and Mr. Wei Junqing and three Independent Non-executive Directors, namely Mr. Wen Guangwei, Dr. Hou Chaohui and Mr. Jiang Maolin.

If there is any inconsistency in this announcement between the Chinese and English versions, the English version shall prevail.