

Hong Kong Exchanges and Clearing Limited and The Stock Exchange of Hong Kong Limited take no responsibility for the contents of this notice, make no representation as to its accuracy or completeness and expressly disclaim any liability whatsoever for any loss howsoever arising from or in reliance upon the whole or any part of the contents of this notice.



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 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 Wednesday, 26 September 2012 at 10:00 a.m. for the purpose of considering and, if thought fit, passing, with or without amendments, the following resolution as an ordinary resolution of the Company:

ORDINARY RESOLUTION

“THAT

- (a) the subscription agreement dated 26 June 2012 (the “**Subscription Agreement**”) and the supplemental agreement dated 4 September 2012 (the “**Supplemental Agreement**”) entered into between the Company and Pacific Plywood Holdings Limited (the “**Subscriber**”), a copy of the Subscription Agreement and the Supplemental Agreement having been produced to the SGM marked “A” and signed by the chairman of the SGM for identification purpose, pursuant to which the Company has conditionally agreed to issue and the Subscriber has conditionally agreed to subscribe for the convertible notes in the aggregate principal amount of HK\$95 million in cash (the “**Convertible Note(s)**”) and the transactions contemplated thereunder be and are hereby approved, confirmed and ratified;

* *For identification purposes only*

- (b) the execution, delivery and performance of the Subscription Agreement (as supplemented by the Supplemental Agreement) by the Company be and are hereby approved, confirmed and ratified;
- (c) the execution, delivery and performance of the instrument by the Company by way of deed poll to create the Convertible Note(s) (the “**Deed Poll**”) and the transactions contemplated thereunder be and are hereby approved, confirmed and ratified;
- (d) the issuance of the Convertible Note(s) by the Company subject to and upon the terms and conditions of the Subscription Agreement (as supplemented by the Supplemental Agreement) and all transactions contemplated under or incidental to the Subscription Agreement (as supplemented by the Supplemental Agreement) and all actions taken or to be taken by the Company pursuant to the Subscription Agreement (as supplemented by the Supplemental Agreement) be and are hereby approved, confirmed and ratified;
- (e) subject to the fulfillment or waiver of the conditions set out in the Subscription Agreement (as supplemented by the Supplemental Agreement), any director of the Company (the “**Director**”) be and is hereby authorised to issue the Convertible Note(s) in accordance with the terms and conditions of the Subscription Agreement (as supplemented by the Supplemental Agreement) and the Deed Poll;
- (f) any Director be and is hereby authorised to allot and issue new shares of the Company which may fall to be 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

- (g) any Director be and is hereby authorised to do all such acts and things, including but without limitation to the execution of all such documents under seal where applicable, as he/she may in his/her discretion consider necessary, expedient or desirable for the purpose of or in connection with the implementation of or giving effect to the issuance of the Convertible Note(s), the Subscription Agreement (as supplemented by the Supplemental Agreement) and the transactions contemplated thereunder, including but without limitation, the exercise or enforcement of any of the Company's rights under the Subscription Agreement (as supplemented by the Supplemental Agreement) and to make and agree to such amendments, modifications or variations of the terms of the Subscription Agreement (as supplemented by the Supplemental Agreement) as he/she may consider to be appropriate and in the interests of the Company."

By order of the Board
China Environmental Energy Investment Limited
Chen Tong
Chairman

Hong Kong, 7 September 2012

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

*Head office and principal place of
business:*
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. A Shareholder who is holding two or more shares of the Company is entitled to appoint more than one proxy to attend and vote in his stead. If more than one proxy is appointed, the appointment shall specify the number and class of shares in respect of which each such proxy is so appointed.
- (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 board of the Company comprises four executive directors, namely Ms. Chen Tong (Chairman), Ms. Deng Hong Mei, Ms. Chan Ching Ho, Kitty and Mr. Xiang Liang; two non-executive directors, namely Ms. Yao Zhengwei and Mr. Wang Zhenghua; and three independent non-executive directors, namely Mr. Chan Ying Kay, Mr. Tse Kwong Chan and Ms. Zhou Jue.