

Dated 28 April 2023

ENERGY INTERNATIONAL INVESTMENTS HOLDINGS LIMITED

and

COSMIC SHINE INTERNATIONAL LIMITED

SUBSCRIPTION AGREEMENT

relating to shares issued by

ENERGY INTERNATIONAL INVESTMENTS HOLDINGS LIMITED

THIS AGREEMENT is made on 28 April 2023

BETWEEN

- (1) **ENERGY INTERNATIONAL INVESTMENTS HOLDINGS LIMITED** (the “**Company**”), a company incorporated with limited liability under the laws of Cayman Islands whose registered office is situate at Cricket Square, Hutchins Drive, P.O. Box 2681, Grand Cayman KY1-1111, Cayman Islands; and
- (2) **COSMIC SHINE INTERNATIONAL LIMITED** (the “**Subscriber**”, which reference shall also include any entity(ies) nominated by the Subscriber to take up the Subscription Shares hereunder), a company incorporated with limited liability under the laws of British Virgin Islands whose registered office is situate at Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG 1110, British Virgin Islands.

WHEREAS:

- (A) The ordinary shares of the Company are listed on the Main Board of the Stock Exchange with the stock code: 353. As at the date of this Agreement, the Company's authorised share capital is HK\$1,500,000,000 divided into 150,000,000,000 Shares, of which 720,562,890 Shares have been issued and are fully paid up.
- (B) The entire issued share capital of the Subscriber is legally and beneficially owned as to 50% by Mr. Cao Sheng (“**Mr. Cao**”, an executive Director), 20% by Mr. Liu Yong (“**Mr. Liu**”, an executive Director) and 30% by Mr. Hu Xiaoliang (“**Mr. Hu**”). As at the date of this Agreement, Giant Crystal Limited (“**Giant Crystal**”), a wholly-owned subsidiary of the Subscriber) owns 215,431,372 Shares, representing approximately 29.90% of the total issued share capital of the Company.
- (C) Subject to the terms of this Agreement, the Subscriber has agreed to subscribe for 360,000,000 Subscription Shares at the Subscription Price of HK\$0.416 per Share, and the Company has agreed to issue such Subscription Shares to the Subscriber (or its nominee).

IT IS HEREBY AGREED:

- 1.1 In this Agreement, including the recitals hereto, unless the context otherwise requires:

“**Agreement**” means this Agreement;

“**Announcement**” means the announcement to be published by the Company in respect of this transaction;

“**associate(s)**” shall have the meaning ascribed to it in the Listing Rules or the Takeovers Code, as the case may be;

“**Board**” means the board of directors of the Company;

“**Business Day**” means a day on which banks in Hong Kong are open for business and the Stock Exchange is open for business of dealing in securities, other than a Saturday or Sunday or a day on which a tropical cyclone warning signal no. 8 or above or a black rainstorm warning signal is hoisted in Hong Kong at any time between 9:00 a.m. and 4:00 p.m.;

“**Company Proprietary Information**” means all written and/or printed information belonging to and/or provided by the Company to the Subscriber, including but not limited to, technical information; know-how and data; financial data; pricing and market data; salaries; business affairs; contracts and/or information which is identified in writing to the Subscriber as copyrighted, a trade secret, or otherwise proprietary to the Company;

“**Completion**” means completion of the Subscription;

“**Completion Date**” means the date on which Completion takes place;

“**Conditions Precedent**” means the conditions precedent to Completion, as set out in Clause 4.1;

“**connected person(s)**” shall have the meaning ascribed to it in the Listing Rules;

“**Directors**” mean the directors of the Company;

“**Disclosed**” means: (a) fairly disclosed in this Agreement, the Announcement or otherwise; (b) fairly disclosed to the Subscriber or its advisers or representatives before Completion; or (c) fairly disclosed to the public whether by way of press releases, announcements, circulars, annual and interim reports or otherwise;

“**EGM**” means the extraordinary general meeting to be convened by the Company to approve, inter alia, this Agreement and the transactions contemplated hereunder (including the Subscription), the Specific Mandate and the Whitewash Waiver;

“**Encumbrances**” means any option, right to acquire, right of pre-emption, mortgage, charge, pledge, lien, hypothecation, title retention, right of set off, counterclaim, trust arrangement or other security or any equity or restriction;

“Executive” means the Executive Director of the Corporate Finance Division of the SFC (or any delegate of the Executive Director);

“Group” means the Company, its holding companies and subsidiaries and all companies which are the subsidiaries of the Company's holding companies;

“HK\$” means Hong Kong dollars, the lawful currency of Hong Kong;

“Hong Kong” means the Hong Kong Special Administrative Region of the People's Republic of China;

“Independent Shareholders” mean the Shareholders other than (i) the Subscriber and parties acting or presumed to be acting in concert with it; and (ii) any Shareholders who are involved in or interested in this Agreement and the transactions contemplated hereunder (including the Subscription), the Specific Mandate and the Whitewash Waiver and are required by the Listing Rules and/or the Takeovers Code to abstain from voting on the relevant resolutions at the EGM;

“Listing Rules” means the Rules Governing the Listing of Securities on the Stock Exchange;

“Long Stop Date” means 31 July 2023, or such other date as the Parties may agree;

“Parties” means the parties to this Agreement and **“Party”** shall be construed accordingly;

“SFC” means the Securities and Futures Commission of Hong Kong;

“Share Certificate(s)” means the certificate(s) to be issued by the Company in the name of the Subscriber (or its nominee) for the Subscription Share(s) on Completion;

“Share Registrar” means Tricor Tengis Limited, the branch share register and transfer office of the Company's shares in Hong Kong;

“Shareholders” mean the holders of the Shares;

“Shares” means the ordinary shares of HK\$0.01 each in the share capital of the Company;

“Specific Mandate” means the authority to be sought from the Shareholders at the EGM to authorise the Directors to allot and issue the Subscription Shares hereunder;

“**Stock Exchange**” means The Stock Exchange of Hong Kong Limited;

“**Subscription**” means the subscription by the Subscriber (or any nominee procured by the Subscriber) of the Subscription Shares;

“**Subscription Price**” means the subscription price of HK\$0.416 per Share or the aggregate subscription price for the entire 360,000,000 Subscription Shares, as the context may require;

“**Subscription Shares**” mean the 360,000,000 Shares to be subscribed by the Subscriber under the Subscription which, when allotted and issued by the Company, shall rank *pari passu* in all respects with the then existing Shares in issue;

“**Takeovers Code**” means Hong Kong Code on Takeovers and Mergers;

“**Transactions**” mean the Subscription and the transactions contemplated thereunder (including the Subscription), the Specific Mandate and the Whitewash Waiver;

“**Warranties**” means the representations, warranties and undertakings of the Company, as set out in the **Appendix B**; and

“**Whitewash Waiver**” means the whitewash waiver pursuant to Note 1 on dispensations from Rule 26 of the Takeovers Code in respect of any obligation of the Subscriber to make a mandatory general offer (for all the issued Shares and other securities of the Company not already owned or agreed to be acquired by the Subscriber and any parties acting in concert with it) as a result of the Subscriber subscribing for the Subscription Shares.

- 1.2 In this Agreement, “**holding company**” and “**subsidiary**” shall have the meaning ascribed to such terms in the Companies Ordinance, Chapter 622 of the Laws of Hong Kong.
- 1.3 In this Agreement, references to “**Recitals**”, “**Clauses**” and “**Schedules**” are to recitals and clauses of and schedules to this Agreement.
- 1.4 In this Agreement, the singular includes the plural and vice versa; words importing gender or the neuter include both genders and the neuter and references to persons include bodies corporate or unincorporate.
- 1.5 Headings are for convenience only and shall not affect the interpretation of this Agreement.

2. SUBSCRIPTION OF THE SUBSCRIPTION SHARES

- 2.1 Subject to the fulfilment of the Conditions Precedent, the Company shall on Completion issue the Subscription Shares and the Subscriber shall on Completion subscribe (or procure its wholly-owned subsidiary to subscribe) the Subscription Shares and the Company shall forthwith upon receipt of the total Subscription Price therefor, issue the Subscription Shares to the Subscriber (or its nominee).
- 2.2 The Subscription Shares shall be issued by the Company free from all Encumbrances.

3. SUBSCRIPTION PRICE

- 3.1 The Subscription Price shall be HK\$0.416 per Share, or an aggregate of HK\$149,760,000 for the entire 360,000,000 Subscription Shares.
- 3.2 The Subscriber may at its sole discretion decide whether to instruct a securities firm (the “**Brokering Agent**”) and to designate a custodian account opened and maintained by the Subscriber with the Brokering Agent (the “**Securities Account**”) for the purposes of settlement of the Subscription Price and/or the Subscription Shares with the Company and holding the Subscription Shares as nominee for the Subscriber on Completion. All costs and charges in relation to the engagement of such Brokering Agent and the use of such Securities Accounts are solely borne by the Subscriber himself. The Subscriber shall notify the Company regarding the details of the Brokering Agent and the Securities Account in writing at least five Business Days before Completion. Where no details of such Brokering Agent or Securities Account are notified in advance to the Company, (a) the Subscriber shall, for the purposes of this Clause and Clause 5.1.2, pay the Subscription Price directly to the Company instead of to the Securities Account; and (b) the Company shall, for the purposes of Clause 5.1.3, deliver the Share Certificate(s) directly to the Subscriber instead of through the Brokering Agent.
- 3.3 Unless the Company instructs otherwise, the total Subscription Price shall be paid by the Subscriber to the Securities Account before 9:00 a.m. on the Completion Date (Hong Kong time). The Company has the absolute discretion to give payment instructions to the Subscriber and/or the Brokering Agent to apply all or part of the Subscription Price for the intended use as stipulated in the Announcement, including to directly settle all or part of any loans, debts or liabilities owed by the Company to any creditors.

4. CONDITIONS PRECEDENT

- 4.1 Completion is conditional upon the following Conditions Precedent having been satisfied (or, if applicable, waived):

- (i) there being no material breach of the representations and warranties of the Company under the terms of this Agreement;
- (ii) no material adverse change in relation to the business, financial or trading position of the Group as a whole having occurred;
- (iii) the approval of this Agreement and the transactions contemplated hereunder (including the Subscription) by more than 50% of the Independent Shareholders at the EGM by way of poll;
- (iv) the Executive having granted to the Subscriber the Whitewash Waiver, and any conditions attaching to the Whitewash Waiver having been satisfied, and the Whitewash Waiver being approved by at least 75% of the Independent Shareholders at the EGM by way of poll;
- (v) the Company having obtained the approval from the Stock Exchange for the listing of, and permission to deal in, the Subscription Shares, and such approval not having been revoked or cancelled prior to the Completion; and
- (vi) the compliance of any other requirements imposed by the Stock Exchange and/or the SFC in relation to this Agreement and the transactions contemplated hereunder (including the Subscription) and the allotment and issue of the Subscription Shares, whether under the Listing Rules, the Takeovers Code or otherwise.

4.2 Save that the Subscriber may at any time waive Conditions Precedent (i) and (ii) in its absolute discretion, all the other Conditions Precedent cannot be waived by either of the Company or the Subscriber in any event.

4.2A The Subscriber hereby authorise the Company and its professional advisers to make such submissions as they in their absolute discretion may deem appropriate to the SFC in relation to this Subscription and the information about the Subscriber. The Subscriber further undertakes to (i) cooperate with the Company in the liaison with the SFC during the vetting process; (ii) provide all such documents as are required by the Company or the SFC; and (iii) warrant that all information provided to the Company or the SFC is true accurate and not misleading in all respects.

4.3 If any of the Conditions Precedent is not fulfilled or waived at or before 5:00 p.m. on the Long Stop Date, then unless the Long Stop Date is extended by mutual agreement by the parties, this Agreement shall lapse and become null and void and the Parties shall be

released from all obligations hereunder, save for liabilities for any antecedent breaches hereof.

- 4.4 The Subscriber undertakes to and covenants with the Company that, unless in compliance with the requirements of the Listing Rules, the Subscriber shall not, in the period commencing on the date of the Completion and ending on the date which is 6 months from the date of the Completion, dispose of, or enter into any agreement to dispose of or otherwise create any encumbrances in respect of, any of the Subscription Shares.

5. COMPLETION

- 5.1 Completion shall take place within five (5) Business Days after the day on which the last of the Conditions Precedent is satisfied or such other date as agreed by the Parties in writing when the following transactions shall be effected:

- 5.1.1 At the prior written request of the Subscriber, the Company shall deliver to the Subscriber of the following:

- (a) the letter of the Stock Exchange granting listing approval to the Subscription Shares as referred to in Clause 4.1;
- (b) the letter of the SFC granting the Whitewash Waiver as referred to in Clause 4.1;
- (c) the resolutions of the Board approving this Agreement and the transactions contemplated hereunder (including the Subscription) and the issue of the Subscription Shares and showing authority of the person(s) executing this Agreement on behalf of the Company; and
- (d) the resolutions passed by the Shareholders and/or the Independent Shareholders (as the case may be) of the Company at the EGM approving this Agreement and the transactions contemplated hereunder (including the Subscription), the Specific Mandate and the Whitewash Waiver.

- 5.1.2 The Subscriber shall pay the Subscription Price to the Securities Account before 9:00 a.m. on the Completion Date pursuant to Clause 3.1, which money shall be dealt with in accordance with Clause 5.1.4.

- 5.1.3 The Company shall before 3:00 p.m. on the Completion Date deliver or procure to be delivered to the Brokering Agent (on behalf of the Subscriber) the Share

Certificate(s) of the Company in respect of the Subscription Shares in the name of the Subscriber (or its nominee).

5.1.4 At the time of delivery of the Share Certificate(s) of the Company referred to in Clause 5.1.3, the Subscriber shall instruct the Brokering Agent to transfer the Subscription Price to the Company and the Brokering Agent shall at the time of receipt of the Share Certificate(s) of the Company referred to in Clause 5.1.3 deliver a transfer receipt showing the Subscription Price has been transferred to the bank account designated by the Company.

5.1.5 Upon receipt of the payment of the Subscription Price, the Company shall instruct the Share Registrar to arrange to effect registration of the Subscription Shares in the name of the Subscriber (or as it shall direct).

5.2 Without prejudice to any other remedies available to the Parties, if in any respect the provisions of Clause 5.1 are not complied with by any Party (the defaulting party) on the Completion Date, the other Parties may:

5.2.1 proceed to Completion so far as reasonably practicable (without prejudice to its rights hereunder); or

5.2.2 terminate this Agreement without prejudice to the defaulting party's obligations under this Agreement.

6. REPRESENTATIONS AND WARRANTIES

6.1 The Company hereby represents, warrants and undertakes to the Subscriber that save as Disclosed, each of the Warranties is true and accurate and not misleading in all material respects at the date of this Agreement.

6.2 Each of the Warranties shall be construed as a separate and independent warranty and, save as expressly provided, shall not be limited by reference to any other.

6.3 The Company shall notify the Subscriber in writing immediately upon becoming aware at any time after the date hereof and prior to Completion of any event which is a breach of or inconsistent with any of the Warranties.

6.4 If it is found before Completion that any matter or thing has occurred which constituted a material breach of, or is materially inconsistent with, any of the Warranties, the Subscriber shall be entitled by notice in writing to the Company to that effect to terminate this

Agreement without liability on its part and without prejudice to any rights which it may have in respect of the breach by the Company.

6.5 The Subscriber hereby represents, warrants and undertakes to Company (for himself and on behalf of any person nominated by it to be the allottee of the Subscription Shares) that the following statements are true and accurate and not misleading in all respects at the date of this Agreement and on Completion:

6.5.1 The entire issued share capital of the Subscriber is legally and beneficially owned as to 50% by Mr. Cao, 20% by Mr. Liu and 30% by Mr. Hu. Save as above, the Subscriber, Mr. Cao and Mr. Hu are not aware of any other Shareholders who actually, or are presumed under any category of presumptions set out in the Takeovers Code for whatever reasons to, act in concert with the Subscriber.

6.5.2 Prior to the Subscription, Giant Crystal Limited, a wholly-owned subsidiary of the Subscriber, is a substantial shareholder holding 215,431,372 Shares. Save as disclosed in Clause 6.5.2, the Subscriber and parties acting in concert with it do not own, hold, control or have direction over any voting rights or rights over the Shares or convertible securities, options, warrants or derivatives of the Company.

6.5.3 The Subscriber acknowledges and understands that information and personal data provided by him is required by the Company to observe the laws, rules or regulatory requirements including the disclosure of such data to regulatory bodies including the Stock Exchange and the SFC. The Subscriber further authorizes the Company to publish any of his information on public announcements in relation to the Subscription as may be required or appropriate in the circumstances for the purpose of discharging the Company's public disclosure obligations.

6.5.4 The Subscriber confirms that he has not relied on any information, representation or warranty supplied or made by or on behalf of the Company or its employees or advisers, and that the Subscriber has been advised by his own legal and financial adviser prior to the entering into of this Agreement. Nothing herein or in any prior discussion between the Company's officers or advisers with the Subscriber shall be construed as a recommendation to the Subscriber to purchase the Subscription Shares. The Subscriber acknowledges that it and the ultimate beneficial owner(s) of the nominated Subscriber have made and will continue to make their own appraisal of the merits of the Subscription and all matters referred to in this Agreement, relying upon its/his/their own investigations and resources in deciding to invest in the Subscription Shares.

- 6.5.5 The Subscriber warrants and represents that it is an experienced and sophisticated investor having many years of investment in listed or convertible securities in Hong Kong and China, has an asset portfolio of well over HK\$8,000,000 worth in total assets, and was familiar with and fully apprised of the risks associated with securities investment of this type.
- 6.5.6 The Subscriber acknowledges the confidential nature of the matters to which the Subscription relates and the Company Proprietary Information and, accordingly, the Subscriber will not disclose any such information to any third party without the Company's prior written consent.
- 6.5.7 Neither the Company nor any other party retained by the Company and involved in the Subscription shall have any responsibility for any consent, approval or permission required for the purchase by the Subscriber of the Subscription Shares. Each of the Subscriber and its ultimate beneficial owner(s) confirms and acknowledges that he will comply with the laws and regulations in force in any jurisdiction to which he is or may be subject. No action has been or will be taken by the Company to permit a public offer of the Subscription Shares in any jurisdiction.
- 6.5.8 The Subscriber will on demand indemnify and keep the Company and its affiliates, officers, agents, consultants, advisers and employees indemnified for any losses or liabilities incurred by any of them arising out of or in connection with any breach of any of the Subscriber's warranties herein or any other breaches or non-performance of the Subscriber's obligations under this Agreement.
- 6.5.9 The Subscriber is purchasing the Subscription Shares on his own account and not for anyone else.
- 6.5.10 Each of the Subscriber and its ultimate beneficial owner(s) will comply with all the disclosure obligations in respect of the Subscription Shares under Part XV of the Securities and Futures Ordinance (Cap 571 of the Laws of Hong Kong).
- 6.5.11 Each of the Subscriber, Mr. Cao, Mr. Liu and parties acting in concert with them has not dealt for value in any Shares, convertible securities, options, warrants or derivatives in respect of Shares during the six-month period immediately prior to the date of this Agreement.
- 6.5.12 The Subscriber, Mr. Cao and Mr. Liu have reviewed the substantially final draft of the Announcement (**Appendix A**) and accept full responsibility for the accuracy of the information contained in the Announcement (other than that relating to the Company and its subsidiaries) and confirm that to the best of their knowledge,

opinions expressed in the Joint Announcement (other than those expressed by the Company) have been arrived at after due and careful consideration and there are no other facts not contained in the Announcement the omission of which would make any statement in the Announcement misleading.

- 6.5.13 The Subscriber, Mr. Cao and Mr. Liu confirm that they intend (i) to maintain the listing of the Shares on the Main Board of the Stock Exchange; (ii) to continue to operate the existing businesses of the Group but will regularly review its operations and business activities and may explore other opportunities available to the Company. At present, no definitive plan or timing has been determined by the Subscriber for implementing any drastic changes to the Group's business strategies. The Subscriber has no current intention to terminate any existing business segments of the Group, or to terminate the continued employment of the employees of the Group on a large scale (save for normal hire and fire decisions necessary for daily operations), or to re-deploy or dispose of the assets or business of the Group other than in its ordinary and usual course of business.
- 6.5.14 Neither the Subscriber nor parties acting in concert with it has received any irrevocable commitment from any Shareholders to vote in favour of or against the resolutions approving the Transactions.
- 6.5.15 There is no outstanding derivative in respect of the securities in the Company which has been entered into by the Subscriber or any person acting in concert with it.
- 6.5.16 There is no arrangement (whether by way of option, indemnity or otherwise) of any kind referred to in Note 8 to Rule 22 of the Takeovers Code with any person(s) in relation to the Shares and which might be material to the Transactions.
- 6.5.17 There is no agreement or arrangement to which the Subscriber or any person acting in concert with it is a party which relates to circumstances in which the Subscriber may or may not invoke or seek to invoke a pre-condition or a condition to the Transactions.
- 6.5.18 There is no relevant securities (as defined in Note 4 to Rule 22 of the Takeovers Code) in the Company which the Subscriber or parties acting in concert with it has borrowed or lent.
- 6.5.19 Save and except the Subscriber, Mr. Cao, Mr. Liu, Mr. Hu and Giant Crystal who are required to abstain from voting, the Subscriber, Mr. Cao, Mr. Liu are not aware of any other Shareholders who have a material interest in the Transactions or are

required, or indicated to the Company of his/her/its intention, to abstain from voting in the relevant resolutions at the EGM.

6.5.20 Save for the consideration payable under this Agreement, there is no other consideration, compensation or benefits in whatever form provided by the Subscriber and parties acting in concert with it to the Company or any party acting in concert with it in connection with the Subscription.

6.5.21 Save for this Agreement, there is no special deal (under Rule 25 of the Takeovers Code) between the Subscriber and parties acting in concert with it on one hand and the Company or any party acting in concert with it on the other hand.

6.5.22 The Subscriber further undertake that it will not acquire or dispose of any Shares between signing of this Agreement until Completion, and will not within 6 months after the EGM acquire any Shares from any person who was a director or substantial shareholder of the Company at the time of the Whitewash Waiver.

6.5.23 The Subscriber and parties acting in concert with it has not entered into any understanding, arrangement or agreement or special deal (as defined under Rule 25 of the Takeovers Code) with any Shareholder.

6.5 Each of the Company and the Subscriber hereby represents, warrants and undertakes that save for this Agreement, there is no other understanding, arrangement or agreement or special deal (as defined under Rule 25 of the Takeovers Code) between (a) any Shareholders and (b) the Company, its subsidiaries or associated companies.

7. LIMITATION OF LIABILITIES

7.1 The liability of the Company in respect of a breach of any of the Warranties shall be limited in the manner set out in this Clause:

7.1.1 no liability for breach of Warranties shall attach to the Company in respect of matters which are Disclosed;

7.1.2 no liability shall in any event arise in respect of any claim under the Warranties unless the aggregate amount of all the claims amount to HK\$100,000 or more, in which case the entire amount and not just the excess will be recoverable; and

7.1.3 the aggregate liability of the Company to the Subscriber in respect of all claims under the Warranties shall not exceed the Subscription Price or any part thereof paid by the Subscriber to the Company.

- 7.2 No claim may be brought against the Company in respect of a breach of the Warranties after the expiry of six (6) months from the Completion Date and the Company shall not be liable in respect of such breach unless the Company shall have received written notice from the Subscriber prior to the expiry of six (6) months from the Completion Date giving full details of the relevant claim and any such claim shall (if not previously satisfied, settled or withdrawn) be deemed to have been waived or withdrawn at the expiry of a period of two (2) weeks after the expiry of the six (6) months period from the Completion Date, unless proceedings or arbitration in respect thereof shall have already been commenced against the Company within such two (2) weeks period.
- 7.3 The Company shall not be liable to any claim to the extent that the claim occurs as a result of or is otherwise attributable to any legislation not in force at the Completion Date or any change after the Completion Date which takes effect retroactively.
- 7.4 The Subscriber shall not be entitled to double benefits as a result of recovery under claims for breach of different Warranties. To the extent that the Subscriber's claim for a breach of any particular Warranty is satisfied, any amount payable under claims for breach of any other Warranties in respect of the same matter shall be reduced accordingly.
- 7.5 The Subscriber shall reimburse the Company an amount equal to (i) the actual amount subsequently recovered by Subscriber from any third party or paid or refunded to the Subscriber by any third party in respect of any claims for breach of Warranties for which the Company have previously paid to the Subscriber LESS (ii) any reasonable costs of recovery (including, without limitation, legal costs) incurred by the Subscriber in respect thereof.

8. TIME OF ESSENCE

Time is of the essence of this Agreement.

9. COSTS

Unless otherwise provided in this Agreement, each Party shall pay its own costs and disbursements of and incidental to the negotiation, preparation, execution and performance of this Agreement.

10. REMEDIES AND WAIVERS

- 10.1 If, on or before the Completion Date any of the Company or the Subscriber is in breach of any provision of this Agreement, the non-defaulting party may give notice to the other to terminate this Agreement.
- 10.2 No delay or omission on the part of any Party in exercising any right, power or remedy under this Agreement shall:-
- 10.2.1 impair such right, power or remedy; or
- 10.2.2 operate as a waiver thereof.
- 10.3 The single or partial exercise of any right, power or remedy under this Agreement shall not preclude any other or further exercise thereof or the exercise of any other right, power or remedy.
- 10.4 The rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers and remedies provided by law.

11. ASSIGNMENT

- 11.1 This Agreement shall be binding on and enure to the benefit of the Parties and their respective successors.
- 11.2 No Party may assign or otherwise transfer any of its rights, benefits or obligations under this Agreement without the prior written consent of the others.

12. FURTHER ASSURANCE

Each of the Parties shall from time to time on being required to do so by the others now or at any time in the future do or procure the doing of all such acts and/or execute or procure the execution of such documents in a form satisfactory to such other Parties as such other Parties may reasonably consider necessary for giving full effect to this Agreement and securing to such other Parties the full benefit of the rights, powers and remedies conferred upon such other Parties in this Agreement.

13. ENTIRE AGREEMENT

- 13.1 This Agreement constitutes the whole and only agreement between the Parties relating to the Subscription and supersedes and extinguishes any prior drafts, letters of intent,

agreements, undertakings, representations, warranties and arrangements of any nature whatsoever, whether or not in writing, relating thereto.

13.2 Save as provided in this Agreement, each Party acknowledges that in entering into this Agreement on the terms set out in this Agreement it is not relying upon any representation, warranty, promise or assurance made or given by the other Parties or any other person, whether or not in writing, at any time prior to the execution of this Agreement which is not expressly set out herein.

13.3 This Agreement may only be varied in writing signed by all the Parties.

14. NOTICES

14.1 Any notice or other communication given or made under or in connection with the matters contemplated by this Agreement shall be in writing.

14.2 Any such notice or other communication shall be addressed as provided in Clause 14.3 and, if so addressed, shall be deemed to have been duly given or made as follows:-

14.2.1 if sent by personal delivery, upon delivery at the address of the relevant Party;

14.2.2 if sent by post, two Business Days after the date of posting if the address to which the notice is sent is in Hong Kong and five Business Days if the address is outside Hong Kong;

14.2.3 if sent by facsimile, when dispatched.

14.3 The relevant addressee, address and facsimile number of the Subscriber and the Company for the purposes of this Agreement, are as follows:

The Company

Address: Units 4307-08, Office Tower, Convention Plaza, 1 Harbour Road, Wanchai, Hong Kong

E-mail: admiral@energyintl.com.hk, stephen.chong@energyintl.com.hk

For the attention of: Mr. Admiral Chan / Mr. Stephen Chong

The Subscriber

Address:

E-mail:

For the attention of: Mr. Cao Sheng / Mr. Liu Yong

- 14.4 A Party may notify the other of a change to its name, relevant addressee, address or facsimile number for the purposes of Clause 14.3, provided that such notification shall only be effective on:-

14.4.1 the date specified in the notification as the date on which the change is to take place; or

14.4.2 if no date is specified or the date specified is less than five Business Days after the date on which notice is given, the date falling five Business Days after notice of any such change has been given.

15. CONFIDENTIALITY

- 15.1 Subject to Clause 15.2 below, each of the Parties undertakes to the others that it will keep and will procure that their respective officers, employees, agents, subsidiaries and other persons which they control will keep confidential the contents of and the negotiations leading to this Agreement and the content of this Agreement, provided that the Company may make announcement(s) or any other form of disclosure of any matter concerning or connected with this Agreement, the background and other information relating to the Group and/or the Subscriber without having to obtain the prior written approval of the Subscriber.

- 15.2 The confidentiality undertakings in Clauses 15.1 and 16 shall not apply to disclosure of such confidential information if and to the extent:

15.2.1 required by law;

15.2.2 made by the Company in compliance with the rules and regulations of the Stock Exchange, the SFC and other governmental or regulatory authorities;

15.2.3 disclosed to the professional advisers, auditor, bankers, directors, officers or employees of any Party (including such Party's group affiliates) whose function requires him or her to be aware of such confidential information;

15.2.4 such information has come into the public domain through no fault of any Party; or

15.2.5 the other Parties have given prior written approval to the disclosure.

15.3 The restrictions in this Clause shall continue to apply after the termination of this Agreement without limit in time.

16. CONFIDENTIALITY UNDERTAKING BY THE SUBSCRIBER

16.1 Prior to the date of this Agreement, the Company has provided the Subscriber certain Company Proprietary Information and after the date hereof (and notwithstanding Completion) the Company may continue to provide to the Subscriber further Company Proprietary Information. The Subscriber hereby acknowledges and agrees that the Company Proprietary Information is and shall remain the exclusive property of the Company notwithstanding any access to the Company Proprietary Information provided hereunder by the Company to the Subscriber.

16.2 Subject to Clause 15.2, the Subscriber hereby undertakes that it shall treat and hold the Company Proprietary Information in the manner described below and shall take all actions necessary to protect the confidentiality of the Company Proprietary Information:

16.2.1 The Subscriber shall treat and hold the Company Proprietary Information as confidential. The Company Proprietary Information may be used by the Subscriber only in the following manner:

- (a) for the purposes set out in Clause 15.2; or
- (b) in connection with the evaluation of the proposed Subscription by the Subscriber, its investment manager or group affiliates.

The Subscriber shall not disclose the Company Proprietary Information to any third party, provided that this restriction shall not apply to the investment manager and group affiliates and any potential investors of the Subscriber.

16.2.2 The Subscriber shall not:

- (a) copy or reproduce the Company Proprietary Information in whole or in part save for the purposes set out in Clause 16.2.1;
- (b) sell, assign, lease, or transfer, in whole or in part, the Company Proprietary Information to any other person or entity, excluding any parent, subsidiary or affiliate of the Subscriber, without the prior written consent of the Company.

16.2.3 Except as may be otherwise provided in this Agreement, all Company Proprietary Information made available to the Subscriber, including copies thereof, shall be returned to the Company upon its request.

16.3 The Subscriber hereby undertakes that it shall not, whether by itself or by its agents or otherwise, use the Company Proprietary Information received by it in any way that is detrimental to the Company or otherwise contravene the laws of Hong Kong.

16.4 This Clause 16 shall survive and the restriction in this Clause 16.4 shall continue to apply notwithstanding Completion and/or termination of this Agreement for a period of two (2) years from the date of this Agreement.

17. INVALIDITY

If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair (a) the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or (b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.

18. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be binding on each Party by whom or on whose behalf it is so executed, but which together shall constitute a single instrument. For the avoidance of doubt, this Agreement shall not be binding on any Parties unless and until it shall have been executed by or on behalf of all the Parties.

19. LANGUAGE

This Agreement is negotiated and prepared in the English language and may be translated into the Chinese language. If this Agreement is translated into the Chinese language, the English language text shall in any event prevail.

20. CHOICE OF GOVERNING LAW

This Agreement shall be governed by and construed in accordance with Hong Kong law.

21. DISPUTE RESOLUTION

- 21.1 All disputes, controversy or claim among the Parties that arise from this Agreement or are related to this Agreement (including, without limitation, disputes or claims with respect to the effectiveness, interpretation, performance, amendment and termination of this Agreement) (collectively, “the **Dispute**”) shall, first of all, be resolved through friendly consultations.
- 21.2 In respect of any dispute which is unable to be resolved through friendly consultations, each of the Parties hereby irrevocably and unconditionally submits to the non-exclusive jurisdiction of the Courts of Hong Kong.

APPENDIX A
ANNOUNCEMENT

APPENDIX B

WARRANTIES

1. INFORMATION

The facts and information set out in this Agreement (including the Recitals and the Schedules) are true and all information which has been provided to the Subscriber or its representatives or advisers by the Company or by its employees, officers, professional advisers or other agents was when given and is now true and accurate.

2. COMPLIANCE AND CAPACITY

(A) Constitution of the Company

The copies of the articles of association of the Company as last published on the website of the Company or the Stock Exchange are true and complete in all material respects as at the date of this Agreement.

(B) Statutory compliance

- (i) The Company is a duly incorporated company with limited liability validly existing under the laws of Cayman Islands whose Shares are listed on the Main Board of the Stock Exchange.
- (ii) The Company has the corporate power and authority to carry on the business presently carried on by it and to own and hold the assets used therewith.
- (iii) Save as Disclosed, the Company has complied in all material respects with the provisions of all applicable laws of Hong Kong, China and Cayman Islands.
- (iv) All necessary authorisations, licences, approvals and consents and all necessary fees, duties, taxes and charges for the establishment, operation and maintenance of the business carried out by the Company in Hong Kong, China, Cayman Islands or otherwise have been obtained and paid.

(C) Power

- (i) The Company has full capacity, right, power and authority to enter into and perform this Agreement.
- (ii) All actions required by the Company validly and duly to authorise the execution and delivery of and to exercise its rights and perform its obligations under this Agreement have been duly taken or will be duly taken at or before Completion.
- (iii) The entering into and the performance by the Company of this Agreement and each of the documents to be executed and delivered by the Company at or before Completion and the issue of the Subscription Shares by the Company to the Subscriber (or its nominee) do not and will not constitute a breach of its constitutional documents or any obligation contained in any agreement or other document to which the Company is a party or by which the Company may be bound.
- (iv) The obligations of the Company under this Agreement and each document to be executed at or before Completion are, or when the relevant document is executed will be, legal, valid, binding and enforceable in accordance with their respective terms.

3. CAPITAL STRUCTURE

(A) Subscription Shares and Capital of the Company

The Subscription Shares, when issued, will be free from all Encumbrances.

(B) Reorganisation of share capital

The Company has not at any time effected any reorganization of share capital save as Disclosed.

(C) Dividends

Save as the dividend declared by the Company to its shareholders as previously announced, the Company has not declared, set aside or paid any dividend or made any other distributions on or in respect of its shares.

IN WITNESS WHEREOF the parties have executed this Agreement on the date first appearing in this Agreement.

SIGNED by
The Subscriber

) For and on behalf of
) COSMIC SHINE INTERNATIONAL LIMITED
) 宇耀國際有限公司
)
Authorized Signature(s)

Signature and chop of Subscriber

SIGNED by
The Company

) For and on behalf of
) ENERGY INTERNATIONAL INVESTMENTS HOLDINGS LIMITED
) 能源國際投資控股有限公司
)
Authorized Signature(s)

Signature and chop of Company