



**UNITED ENVIROTECH LTD.**  
(Unique Entity Number 200306466G)  
(Incorporated in the Republic of Singapore)

## NOTICE OF EXTRAORDINARY GENERAL MEETING

*Unless otherwise defined, all capitalised terms herein shall bear the same meaning as used in the circular dated 25 August 2011 issued by United Envirotech Ltd.*

NOTICE IS HEREBY GIVEN that an Extraordinary General Meeting of **UNITED ENVIROTECH LTD.** (the "**Company**") will be held at Level 5, Paprika Room, Novotel Singapore Clarke Quay, 177A River Valley Road, Singapore 179031, on 14 September 2011 at 3 p.m. for the purpose of considering and, if thought fit, passing, with or without modifications:

### AS ORDINARY RESOLUTION

#### THE PROPOSED ISSUE OF US\$113.8 MILLION CONVERTIBLE BONDS DUE 2016 CONVERTIBLE INTO FULLY PAID-UP NEW ORDINARY SHARES OF THE COMPANY

THAT approval be and is hereby given to the Directors or any of them:

- (A) to create and issue an aggregate principal amount of US\$113.8 million convertible bonds due 2016 (the "**Convertible Bonds**") to KKR China Water Investment Holdings Limited (the "**Investor**") or any of its Affiliates (as defined below), subject to the provisions of the Purchase Agreement dated 30 July 2011 between the Company and the Investor, such Convertible Bonds to be convertible, at the option of the Bondholder, into new Ordinary Shares (the "**Conversion Shares**") at a conversion price (the "**Conversion Price**") determined in accordance with the terms and conditions of the Convertible Bonds, and subject to such adjustments as the terms and conditions of the Convertible Bonds shall stipulate;
- (B) to allot and issue:
- (i) such number of Conversion Shares as may be required or permitted to be allotted and issued on the conversion of the Convertible Bonds, to the Bondholders on the conversion thereof, subject to and otherwise in accordance with the terms and conditions of the Convertible Bonds, whereby such Conversion Shares when issued shall rank *pari passu* in all respects with the then existing Ordinary Shares, save as may be provided in the terms and conditions of the Convertible Bonds;
  - (ii) on the same basis as paragraph (B)(i) above, such further Conversion Shares as may be required to be allotted and issued on the conversion of any of the Convertible Bonds upon the adjustment of the Conversion Price in accordance with the terms and conditions of the Convertible Bonds;
  - (iii) such number of Conversion Shares referred to in paragraphs (B)(i) and (B)(ii) above to the Investor or any of its Affiliates; and
  - (iv) such number of securities as may be required or permitted to be allotted and issued pursuant to the Pre-Emptive Right (as defined below), to the Bondholders (including the Investor or any of its Affiliates); and
- (C) to take such steps, make such amendments to the terms and conditions of the Convertible Bonds (provided that the amendments are not material) and exercise such discretion as the Directors or any of them may from time to time deem fit, advisable, desirable, expedient or necessary in connection with all or any of the above matters.

In this resolution,

"**Affiliates**" in relation to the Investor, includes (a) any shareholder of the Investor, (b) any of such shareholder's general partners or limited partners, (c) the fund manager managing such shareholder (and general partners, limited partners and officers thereof) and (d) trusts controlled by or for the benefit of any such individuals referred to in (b) or (c).

"**Pre-Emptive Right**" means the right of the Bondholders to be offered by the Company, prior to any issuance of any equity securities of any type or class by the Company to any person (the "**Proposed Recipient**"), to purchase their respective pro-rata share (on an as-converted basis) of such issuance for consideration per Ordinary Share, payable solely in cash, equal to the consideration per Ordinary Share to be paid by the Proposed Recipient and otherwise on the same terms and conditions as are offered to the Proposed Recipient; provided that the foregoing restriction shall not apply to (a) any issuance of equity securities upon the conversion, exercise or exchange of any equity securities issued to any Bondholder, (b) any issuance of Ordinary Shares pursuant to the terms of any management incentive plans or employee share option scheme, and (c) any issuance of equity securities contemplated by any other agreement entered into by the Bondholders, on the one hand, and the Company on the other hand.

### BY ORDER OF THE BOARD

**DR LIN YUCHENG**  
**CHAIRMAN AND CHIEF EXECUTIVE OFFICER**  
**UNITED ENVIROTECH LTD.**

**25 August 2011**

#### Notes:

1. A member entitled to attend and vote at the Extraordinary General Meeting is entitled to appoint not more than two proxies to attend and vote on his/her behalf. A proxy need not be a member of the Company.
2. If the appointor is a corporation, the Proxy Form must be executed either under its common seal or under the hand of its attorney or a duly authorised officer.
3. The instrument appointing a proxy or proxies must be deposited at the registered office of the Company at 8 Cross Street #11-00 PWC Building, Singapore 048424 not less than 48 hours before the time appointed for the Extraordinary General Meeting.