

Execution copy

DATE: 12 June 2006

**ARTFIELD COMPANY LIMITED**  
(as the Vendor)

**AND**

**BRIGHT INTERNATIONAL INVESTMENT HOLDINGS LIMITED**  
(as the Purchaser)

**AND**

**WONG CHI WAI EDGAR**  
(as the Guarantor)

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**AGREEMENT FOR SALE AND PURCHASE  
OF SHARES IN  
CITY BRIGHT INTERNATIONAL LIMITED**

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**MICHAEL LI & CO.**  
14th Floor, Printing House  
6 Duddell Street  
Central, Hong Kong  
(Ref: CCL/061260)

THIS AGREEMENT is made on 12 June 2006

**BETWEEN:**

- (1) **ARTFIELD COMPANY LIMITED**, a company incorporated in the British Virgin Islands whose registered office is at P.O. Box 71, Craigmuir Chambers, Road Town, Tortola, British Virgin Islands (the "Vendor");
- (2) **BRIGHT INTERNATIONAL INVESTMENT HOLDINGS LIMITED**, a company incorporated in Hong Kong whose registered office is at Flat B, 32/F., Block 17, South Horizons, Ap Lei Chau Hong Kong (the "Purchaser"); and
- (3) **WONG CHI WAI EDGAR** (holder of Hong Kong Identity Card number: G205250(3)) of Flat B, 32/F., Block 17, South Horizons, Ap Lei Chau Hong Kong (the "Guarantor").

**WHEREAS:**

- (A) City Bright International Limited (the "City Bright") is a company incorporated in Hong Kong with limited liability and as at the date hereof, has an authorised capital of HK\$3,000,000 divided into 3,000,000 ordinary shares of HK\$1.00 each (the "CBI Shares"), of which 2,000,000 CBI Shares (the "CBI Sale Shares") have been issued and are fully paid up or credited as fully paid. Further details of City Bright are set out in Schedule 1. The CBI Subsidiary is wholly and beneficially owned by CBI.
- (B) The Vendor is the beneficial owner of the CBI Sale Shares holding through its wholly owned subsidiaries incorporated in the British Virgin Islands, Precision Group Limited ("Precision") whose registered office is at P.O. Box 71, Craigmuir Chambers, Road Town, Tortola, British Virgin Islands of 1,999,999 CBI Sale Shares and Fair Future Limited ("Fair Future") whose registered office is at Akara Building, 24 De Castro, Wickhams Cay I, Road Town, Tortola, British Virgin Islands as nominee of Precision for the remaining 1 CBI Sale Share.
- (C) The Vendor has agreed to sell and the Purchaser has agreed to purchase the CBI Sale Shares subject to and upon the terms and conditions of this Agreement.

**NOW IT IS HEREBY AGREED** as follows:

**1. INTERPRETATION**

- 1.1 In this Agreement (including the Recitals), unless the context otherwise requires or permits, the following words and expressions shall have the meanings ascribed to each of them respectively below:

"Assignment"	the assignment to be entered into between IPR Holders and the CBI Group in relation to the assignment by IPR Holders to the CBI Group of the Intellectual Property Rights
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<b>"Business Day"</b>	a day (other than a Saturday) on which licensed banks are generally open for business in Hong Kong throughout their normal business hours
<b>"Cash and Bank Deposit"</b>	HK\$407,031.00 being all cash and bank deposit of the CBI Group which are free from all liens, charges, encumbrances or other adverse third parties rights as set out in the Management Accounts
<b>"CBI Group"</b>	together, City Bright and the CBI Subsidiary
<b>"CBI Subsidiary"</b>	City Bright Lighting (Shenzhen) Co., Ltd., a wholly foreign owned enterprise established in the PRC, further details of which are set out in Schedule 2
<b>"Completion"</b>	completion of the sale and purchase of the CBI Sale Shares in accordance with the terms and conditions of this Agreement
<b>"Completion Date"</b>	the date on which Completion takes place
<b>"First Waiver"</b>	the deed of waiver to be executed by the CBI Group and the Vendor on Completion to waive all loans, advances, obligations, indebtedness and moneys, if any, owed by the Vendor Group to the CBI Group as set out in the Management Accounts, such deed of waiver shall be in form and substance satisfactory to the Vendor
<b>"Hong Kong"</b>	the Hong Kong Special Administrative Region of the PRC
<b>"IPR Holders"</b>	the member or members of the Vendor Group which as at Completion are the registered holders of the Intellectual Property Rights, details of which are set out in Schedule 5
<b>"Intellectual Property Rights"</b>	the intellectual property rights used, owned, licensed to or enjoyed by the Vendor Group and the CBI Group as at Completion in relation to the business of the manufacture, production and sales of the energy savings

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	lamps, details of which are set out in Schedule 5
<b>"Management Accounts"</b>	the pro forma unaudited consolidated management accounts of CBI Group as at 31 March 2006
<b>"Purchaser Warranties"</b>	the representations and warranties given by the Purchaser as set out in Schedule 4
<b>"PRC"</b>	the People's Republic of China which for the purpose of this Agreement, shall exclude Hong Kong, Macau Special Administrative Region of the PRC and Taiwan
<b>"Second Waiver"</b>	the deed of waiver to be executed by the CBI Group and the Vendor on Completion to waive all loans, advances, obligations, indebtedness and moneys, if any, (but excluding the Cash and Bank Deposit and the Tax Refund) owed by the CBI Group to the Vendor Group as set out in the Management Accounts, such deed of waiver shall be in form and substance satisfactory to the Vendor
<b>"SFC"</b>	Securities and Futures Commission of Hong Kong
<b>"Stock Exchange"</b>	The Stock Exchange of Hong Kong Limited
<b>"this Agreement"</b>	this agreement for the sale and purchase of the CBI Sale Shares, as amended from time to time
<b>"Tax Refund"</b>	the refund of tax in the amount of HK\$406,652.00 as set out in the Management Accounts which is payable to the CBI Group from the relevant tax authorities and are free from all liens, charges, encumbrances or other adverse third party rights
<b>"Vendor Group"</b>	the Vendor and its subsidiaries (excluding the CBI Group but including the Vendor)
<b>"Vendor Warranties"</b>	the representation and warranties given by the Vendor as set out in Schedule 3

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

“RMB” Renminbi, the lawful currency of the PRC

1.2 References herein to Clauses and Schedule are to clauses in and schedule to this Agreement unless the context requires otherwise and the Schedule to this Agreement shall be deemed to form part of this Agreement.

1.3 The expressions “the Vendor”, “the Purchaser” and “the Guarantor” shall, where the context permits, include their respective successors and personal representatives.

1.4 The headings are inserted for convenience only and shall not affect the construction of this Agreement.

1.5 Unless the context requires otherwise, words importing the singular include the plural and vice versa and words importing a gender include every gender.

## 2. SALE AND PURCHASE OF THE CBI SALE SHARES

2.1 Subject to and upon the terms and conditions of this Agreement, the Vendor shall procure the sale by Precision and Fair Future and the Purchaser shall purchase, the CBI Sale Shares with effect from Completion free from all liens, charges and encumbrances and together with all rights attaching thereto including all dividends and distributions declared, made or paid thereafter.

2.2 The Vendor shall not be obliged to sell any of the CBI Sale Shares unless the sale and purchase of the CBI Sale Shares are completed simultaneously.

## 3. CONSIDERATION

3.1 The aggregate consideration for the sale and purchase of the CBI Sale Shares shall be the sum of HK\$3,874,174 and shall be paid by the Purchaser by (1) setting off the net amount of all loans, advances, obligations, indebtedness and moneys, owed by the Vendor Group to the CBI Group as set out in the Management Accounts, being HK\$3,060,491; (2) paying to the Vendor by way of transferring the Tax Refund of the CBI Group as set out in the Management Accounts, being HK\$406,652 when received by CBI Group; and (3) paying to the Vendor a sum of HK\$407,031 which is equivalent to the Cash and Bank Deposit as set out in the Management Accounts.

## 4. COMPLETION

4.1 Completion shall take place within three Business Days following the signing of this Agreement at the office of the Vendor in Hong Kong at 13/F., Universal Industrial Centre, 19-21 Shan Mei Street, Fo Tan, Hong Kong or such other time and place as the parties may mutually agree.

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4.2 At Completion, the Vendor shall deliver or cause to be delivered to the Purchaser:

- (a) instruments of transfer and sold notes in respect of the transfer of the CBI Sale Shares duly executed by Precision and Fair Future in favour of the Purchaser;
- (b) original share certificates in respect of the CBI Sale Shares;
- (c) the written resignation of all existing directors, legal representatives and company secretary of each member of the CBI Group with effect from the Completion Date together with a written acknowledgement under seal from each of them that he has no claims against the relevant member of the CBI Group whether by way of compensation, remuneration, severance payments, expenses, damages or otherwise;
- (d) the certificate of incorporation, the certificate of incorporation in change of name, the current business registration certificate, common seal, rubber chop, minutes book, register of directors, register of members and transfer and share certificate book of each member of the CBI Group;
- (e) all the statutory books, books of account, financial records and documents of and relating to each member of the CBI Group which are in the possession of the Vendor;
- (f) copy, certified as true and complete by a director of the Vendor, of resolutions of the board of directors of the Vendor approving this Agreement, the First Waiver, the Second Waiver and the Assignment and authorising the execution of the same;
- (g) copy, certified by a director of the relevant member of the CBI Group as true and complete, of the resolutions of the board of directors of the relevant member of the CBI Group referred to in Clause 4.3;
- (h) copy, certified as true and complete by a director of the Vendor of :
  - (1) the enterprise legal person business licence (企業法人營業執照) of the CBI Subsidiary issued by the relevant municipal office of the governmental bureau of the PRC;
  - (2) approval certificate (批准證書) of the CBI Subsidiary issued by the relevant municipal office of the governmental bureau of the PRC;
  - (3) tax registration for enterprises with foreign investment (外商投資企業稅務登記證), both national and local (國稅及地稅) of the CBI Subsidiary issued by the relevant tax authority in the PRC; and
  - (4) certificate of organization identification code (組織機構代碼證) of the CBI Subsidiary;

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- (i) the First Waiver and the Second Waiver duly executed by the CBI Group and the Vendor Group;
- (j) the Assignment duly executed by the IPR Holders and the CBI Group; and
- (k) the Management Accounts duly certified by a director of the Vendor.

4.3 The Vendor shall procure a meeting of the board of directors of the relevant member of the CBI Group to be held at which resolutions shall be passed for:

- (a) the approval for the transfer of the CBI Sale Shares to the Purchaser (or its nominees) and the registration of such transfer, subject to the relevant instruments of transfer being duly stamped and presented for registration;
- (b) the acceptance of the resignation of all existing directors, legal representatives and company secretary of the CBI Group and the appointment of the such persons nominated by the Purchaser as directors, legal representatives and company secretary of the relevant member of the CBI Group with effect from Completion;
- (c) the amendment of all existing mandates for operation of all the bank accounts maintained by the CBI Group in such manner as the Purchaser may require; and
- (d) the approval of the First Waiver, the Second Waiver and the Assignment and the authorization of a person or persons to execute the same (under seal, where appropriate) for and on behalf of the CBI Group.

4.4 At Completion, the Purchaser shall:

- (a) produce instruments of transfer and bought notes in respect of the Sale Shares duly executed by the Purchaser and shall procure stamping of the same;
- (b) deliver to the Vendor a copy, certified as true and complete by a director of the Purchaser, of resolutions of the board of directors of the Purchaser approving this Agreement, the First Waiver, the Second Waiver and the Assignment and all documents required to be signed or delivered on Completion and authorising the execution of the same; and
- (c) procure the delivery of the written consents of all proposed directors, legal representatives and company secretary of each member of the CBI Group to be appointed with effect from the Completion Date.

4.5 The Vendor shall procure the release and discharge of the obligations and liabilities of the Vendor Group under the corporate guarantees and/or indemnities given by the Vendor Group in favour of the banks, financial institutions and other third parties to secure the obligations, indebtedness and liabilities of the CBI Group on or before Completion.

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- 4.6 The Purchaser hereby irrevocably and unconditionally undertakes that, within two months from the Completion Date or such later date as the parties may agree, it shall procure new banking facilities or other sources of finance for the CBI Group, and if necessary, to provide securities for the same, so as to provide sufficient working capital for the business of the CBI Group and to repay the existing banking facilities of the CBI Group which are secured by the Vendor Group provided that the Vendor shall provide all reasonable assistance in such arrangement, if necessary. The Purchaser hereby agrees and undertakes to the Vendor that in no event shall the Vendor Group be required to provide any guarantee or security for the purpose of obtaining any such new banking facilities or finance. The Purchaser shall indemnify and at all times keep Vendor and each member of the Vendor Group effectively indemnified against any costs claims, losses and liabilities which may be incurred or suffered by the Vendor or any member of the Vendor Group in respect of any breach by the Purchaser of any of its above undertakings.
- 4.7 The Purchaser agrees and undertakes to the Vendor that it will fully indemnify and hold harmless the Vendor on demand against any and all costs, expenses, claims, losses and liabilities which may be incurred or suffered by the Vendor or the Vendor Group in respect of any obligation or liability of the Vendor or the Vendor Group arising out of the corporate guarantees and/or indemnities given by the Vendor Group in favour of the banks, financial institutions and other third parties to secure the obligations, indebtedness and liabilities of the CBI Group before the full release and discharge of the Vendor Group from such guarantees and/or indemnities.
- 4.8 The Purchaser agrees and undertakes to the Vendor that, on the Business Day following the Completion Date, it will submit and file all necessary documents, materials and forms to all applicable authorities and do all acts necessary for notifying and effecting changes of all the directors, legal representatives and company secretary of each member of the CBI Group. The Purchaser agrees and undertakes to the Vendor that it will fully indemnify and hold harmless the Vendor on demand against any and all costs, expenses, claims, losses and liabilities which may be incurred or suffered by the Vendor, the Vendor Group or the resigned directors, legal representatives and company secretary of each member of the CBI Group in respect of any obligation or liability arising out of the failing or the delay in notifying and effecting such changes to all applicable authorities.
- 4.9 The Purchaser hereby declares, confirms and undertakes that on and after Completion, CBI Group shall be responsible to all the accounts payable in respect of the CBI Group accrued on or before Completion (the "Accounts Payable") and the Purchaser shall and procure CBI Group to fully indemnify and hold the Vendor or the Vendor Group harmless from and against all claims, demands, suit, loss, damages and expenses in respect of the Accounts Payable. The Purchaser further undertakes and procures the CBI Group to execute and deliver all such covenants, assurances and documents in respect of the Accounts Payable as may reasonably be required for release of the Vendor or the Vendor Group from liabilities thereof.

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5. **RESTRICTION ON ANNOUNCEMENTS**

5.1 Each of the parties undertakes to the other that it will not, at any time after the date of this Agreement, divulge or communicate to any person other than to its professional advisers, or when required by law or any rule of any relevant stock exchange body, or to its respective officers or employees whose province it is to know the same any confidential information concerning the business, accounts, finance or contractual arrangements or other dealings, transactions or affairs of any of the others which may be within or may come to its knowledge and it shall use its best endeavours to prevent the publication or disclosure of any such confidential information concerning such matters.

5.2 No public announcement or communication of any kind shall be made in respect of the subject matter of this Agreement unless specifically agreed between the parties or unless an announcement is required pursuant to the applicable law and the regulations or the requirements of the Stock Exchange, SFC or any other regulatory body or authority. Any announcement by any party required to be made pursuant to any relevant law or regulation or the requirements of the Stock Exchange, SFC or any other regulatory body or authority shall be issued only after such prior consultation with the other party as is reasonably practicable in the circumstances.

6. **WARRANTIES**

6.1 The Vendor hereby represents and warrants to the Purchaser that the Vendor Warranties are true and correct in all material respects at the date of signing of this Agreement and that the Vendor Warranties shall survive Completion.

6.2 The Vendor hereby agrees that each of the Vendor Warranties shall be construed as a separate and independent representation and warranty and, except where expressly otherwise stated, no provision in any Vendor Warranties shall govern or limit the extent or application of any other provision in any Vendor Warranties.

6.3 The Purchaser hereby represents and warrants to the Vendor that the Purchaser Warranties are true and correct in all material respects at the date of signing of this Agreement and that the Purchaser Warranties shall survive Completion.

6.4 The Purchaser hereby agrees that each of the Purchaser Warranties shall be construed as a separate and independent representation and warranty and, except where expressly otherwise stated, no provision in any Purchaser Warranties shall govern or limit the extent or application of any other provision in any Purchaser Warranties.

7. **GUARANTOR'S GUARANTEE**

7.1 The Guarantor hereby unconditionally and irrevocably undertakes to the Vendor to procure the due and punctual performance by the Purchaser of all the obligations expressed to be imposed on or assumed by it under this Agreement and undertakes to indemnify and keep effectively indemnified the Vendor (if necessary by the

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payment of cash on first demand) against all liabilities, losses, damages, costs and expenses stipulated under this Agreement or otherwise which the Vendor may suffer or incur in connection with any default or delay on the part of the Purchaser in the performance of such obligations.

- 7.2 As a separate and independent stipulation it is agreed by the Guarantor that any obligations and undertakings under this Clause 7 which may not be enforceable or becomes unenforceable against the Guarantor on the footing of a guarantee, whether by reason of any legal limitation, disability or incapacity on or of the Purchaser or any other fact or circumstances or other event and whether or not known to the Vendor shall nevertheless be enforceable against the Guarantor as sole or principal obligor in respect thereof.
- 7.3 Subject to Clause 7.5, the Guarantor shall not be discharged or released from its obligation under this Clause by any arrangement made between the other parties or by any alteration in the obligations on the part of either the Purchaser or the Guarantor under this Agreement or by any time or other indulgence granted by the Vendor.
- 7.4 The obligations and liabilities of the Guarantor under this Agreement are of continuing nature and shall not be discharged or affected by the dissolution, amalgamation, reconstruction or reorganisation of or the change in constitution or control of any parties to this Agreement.
- 7.5 Without prejudice to the other provisions of this Agreement, the obligations and undertakings expressed to be assumed by or imposed on the Guarantor under this Agreement shall remain in force so long as the Purchaser shall have any liability or obligations to be discharged in full.
- 7.6 The Guarantor hereby waives any rights to require a proceeding first against the Purchaser or any other person.

8. **FURTHER ASSURANCE**

- 8.1 Each of the parties hereto shall at the cost of the other party execute, do and perform or procure to be executed, done and performed by other necessary parties all such further acts, agreements, assignments, assurances, deeds and documents as the requesting party may reasonably require to give legal effect to the provisions of this Agreement.
- 8.2 The Vendor and the Purchaser hereby acknowledge and agree that Everbright Lighting (Hong Kong) Limited ("EL(HK)"), an indirectly wholly owned subsidiary of the Vendor or other duly authorised representatives or agents from time to time have been acting since 1 April 2006 and shall continue acting as an agent effecting sale transactions and the receiving of settlements and advancing payments thereof for and on behalf of the CBI Group which CBI Group may reasonably request within three months after Completion or such other period as may be agreed between the Vendor and the Purchaser.

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- 8.3 The Purchaser agrees and undertakes to pay to the Vendor or its nominee the amount of HK\$407,031.00, being the Cash and Bank Deposit, within [seven] Business Days upon written demand by the Vendor.
- 8.4 The Purchaser further agrees and acknowledges that the Vendor and any member of the Vendor Group, including EL(HK), shall have the rights in their absolute discretion to set off the settlements of any sale transactions received against all payments advanced and all fees and expenses incurred as set out in Clause 8.2 and against the outstanding amount of the Cash and Bank Deposit as set out in Clause 8.3. The net amount of the settlements received, if any, shall be disbursed to the Purchaser as soon as practicable from time to time.
- 8.5 For the avoidance of doubt, notwithstanding the rights of set off as provided in Clause 8.4, the Purchaser undertakes and agrees to fully reimburse all payments advanced and to pay all fees and expenses incurred by EL(HK), any member of the Vendor Group or other duly authorised representatives or agents from time to time and to indemnify and keep effectively indemnified EL(HK), any member of the Vendor Group or other duly authorised representatives or agents from time to time (if necessary by the payment of cash on first demand) against all liabilities, losses, damages, costs and expenses or otherwise which the Vendor and/or EL(HK) may suffer or incur in connection with any default or delay on the part of the Purchaser in the performance of any obligations arising out of or in connection with such sale transactions and the receiving of settlements thereof.

9. **NOTICES**

- 9.1 Each notice, demand or other communication given, made or serve under this Agreement shall be in writing and delivered or sent to the relevant party by prepaid postage (by airmail if to another country), facsimile transmission or personal delivery to its address or fax number as set out below (or such other address or fax number as the addressee has by five (5) days' prior written notice specified to the other party):

To the Vendor:	Artfield Company Limited
	Address : 13/F., Universal Industrial Centre, 19-21 Shan Mei Street, Fo Tan, Hong Kong
	Fax Number : (852) 2687 1100
	Attention : Mr. Liang Jin You
To the Purchaser:	Bright International Investment Holdings Limited
	Address : Flat B, 32/F., Block 17, South Horizons, Ap Lei Chau, Hong Kong

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Fax Number : (852) 3007 1964

Attention : Mr. Wong Chi Wai Edgar

To the Guarantor: Mr. Wong Chi Wai Edgar

Address : Flat B, 32/F., Block 17, South  
Horizons, Ap Lei Chau, Hong Kong

Fax Number : (852) 3007 1964

- 9.2 Each notice, demand or other communication given, made or serve under this Agreement shall be deemed to have been given and received by the relevant party (i) within two (2) days after the date of posting, if sent by local mail; four (4) days after the date of posting, if sent by airmail; (ii) when delivered, if delivered by hand; and (iii) on dispatch, if sent by facsimile transmission.

10. **DECLARATION OF TRUST**

The Purchaser hereby declares that it shall hold the amount of HK\$406,652.00, being the amount of the Tax Refund of the CBI Group as set out in the Management Accounts on trust for the Vendor and undertakes to the Vendor that it shall promptly and fully pay, deliver and transfer to the Vendor such amounts of the Tax Refund upon receipt from time to time and to exercise all rights and carry out all acts as the Vendor directs or approves or otherwise as it considers to be in the best interests of the Vendor until the said amount has fully been paid, delivered or transferred to the Vendor.

11. **TIME AND NO WAIVER**

Time shall in every respect be of the essence of this Agreement but no failure on the part of any party hereto to exercise, and no delay on its part in exercising any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right under this Agreement preclude any other or further exercise of it or the exercise of any other right(s) or prejudice or affect any right(s) against any other parties hereto under the same liability, whether joint, several or otherwise. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

12. **AMENDMENTS**

This Agreement shall not be amended, supplemented or modified except by instruments in writing signed by each of the parties hereto.

13. **ASSIGNMENT**

This Agreement shall be binding on and enure to the benefit of each party hereto and its respective successors and permitted assigns provided that none of the parties hereto shall assign or transfer or purport to assign or transfer any of its

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rights or obligations hereunder without the prior written consent of the other parties.

14. **ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties hereto with respect to the matters dealt with herein and supersedes any previous agreements, arrangements, statements or transactions between the parties hereto in relation to the subject matters hereof.

15. **COSTS AND STAMP DUTY**

15.1 The Vendor and the Purchaser shall be responsible for the legal costs and expenses incurred in connection with the preparation, negotiation, execution and performance of this Agreement and all documents incidental or relating to Completion in equal shares. Save for such legal costs and expenses, each party shall bear its own costs and expenses incurred in connection with the preparation, negotiation, execution and performance of this Agreement and all documents incidental or relating to Completion.

15.2 All stamp duty (if any) payable in respect of the sale and purchase of the CBI Sale Shares shall be borne by the Vendor and the Purchaser in equal shares.

16. **GOVERNING LAW AND JURISDICTION**

16.1 This Agreement shall be governed by and construed in accordance with the laws of Hong Kong.

16.2 The parties hereto hereby irrevocably submit to the non-exclusive jurisdiction of the courts of Hong Kong.

IN WITNESS WHEREOF this Agreement has been executed on the day and year first above written.

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**THE VENDOR**

SIGNED by Li Kwo Yuk )

for and on behalf of )

ARTFIELD COMPANY LIMITED )

in the presence of: )



For and on behalf of  
**ARTFIELD COMPANY LIMITED**



Authorized Signature(s)



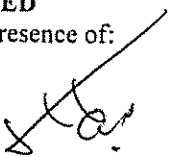
**THE PURCHASER**

SIGNED by Wong Chi Wai Edgar )


for and on behalf of )

BRIGHT INTERNATIONAL  
INVESTMENTS HOLDINGS  
LIMITED )

in the presence of: )



For and on behalf of  
BRIGHT INTERNATIONAL INVESTMENT HOLDINGS LIMITED  
宏輝國際投資集團有限公司

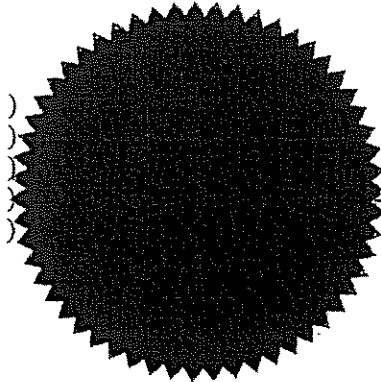
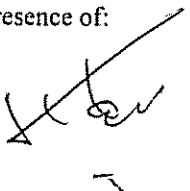


Authorized Signature(s)

**THE GUARANTOR**

SIGNED AS A DEED by  
WONG CHI WAI EDGAR )

in the presence of: )



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**SCHEDULE 1**  
**DETAILS OF CITY BRIGHT**

**Company name:** City Bright International Limited

**Place of incorporation:** Hong Kong

**Company no.:** 482192

**Date of incorporation:** 16 June 1994

**Registered office:** 13/F., Universal Industrial Centre, 19-21 Shan Mei Street, Fo Tan, Shatin, New Territories, Hong Kong

**Authorised capital:** HK\$3,000,000 divided into 3,000,000 shares of HK\$1.00 each

**Issued capital:** 2,000,000 ordinary share of HK\$1.00 each

**Shareholder(s):** Precision Group Limited 1,999,999 shares  
Fair Future Limited 1 share

**Director(s):** Liang Jin You  
Ou Jian Sheng  
Leung Kin Yau  
Li Kwo Yuk

**Nature of business:** Investment holding

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SCHEDULE 2

DETAILS OF CBI SUBSIDIARY

**Company name:** City Bright Lighting (Shenzhen) Co., Ltd.

**Place of establishment:** PRC

**Date of establishment:** 8 April 1996

**Approval Certificate No.:** 商資 深外資證 字[1996] 0774B 號

**Enterprise Legal Person Business Licence No.** 企獨粵深總字第 304376 號

**Legal Address:** 深圳市龍崗區平湖鎮輔城坳村下塘廟仔

**Registered capital:** HK\$3,000,000.00

**Total Investment:** HK\$3,000,000.00

**Shareholder(s) and (shareholdings in %):** City Bright International Limited

**Legal representative:** Liang Jin You

**Director(s):** Liang Jin You  
Ou Jian Sheng  
Leung Kin Yau  
Li Kwo Yuk

**Financial year end** 31 December

**Principal activities:** Manufacturing of energy saving lamps

**Property Occupied by the Subsidiary** None

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tfield-Discloseable Tx  
Disposal of PGL Group\Doc\S  
& P\S&P agt (ec) (clean).doc



SCHEDULE 3

THE VENDOR WARRANTIES

1. The Vendor is the beneficial owner of the Sale Shares.
2. The Sale Shares are free and clear of any lien, charge or encumbrance whatsoever and the Company has not exercised any lien over any of its issued Shares and there is no outstanding call on any of the Sale Shares.
3. The Vendor has full power and authority to enter into and perform this Agreement and the provisions of this Agreement, when executed, will constitute valid and binding obligations on the Vendor in accordance with its terms.
4. The execution and delivery of, and the performance by the Vendor of its obligations under, this Agreement will not result in a breach of any order, judgment or decree of any court or governmental agency to which the Vendor is a party or by which it is bound.

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Disposal of PGL Group\Doc\5  
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SCHEDULE 4

THE PURCHASER WARRANTIES

1. The Purchaser is duly incorporated and is validly existing under the laws of its place of incorporation.
2. The Purchaser has full power and authority to enter into and perform this Agreement and the provisions of this Agreement, when executed, will constitute valid and binding obligations on the Purchaser in accordance with its terms.
3. The execution and delivery of, and the performance by the Purchaser of its obligations under, this Agreement will not result in a breach of any order, judgment or decree of any court or governmental agency to which the Purchaser is a party or by which it is bound.

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Disposal of PGL Group\Doc\S  
& P\S&P agt (ec) (clean).doc

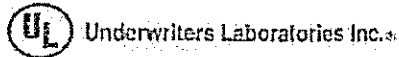
SCHEDULE 5  
INTELLECTUAL PROPERTY RIGHTS

<u>Item</u>	<u>IPR Holder</u>	<u>Description</u>
1.	Everbright Lighting Limited	Safety certificate relating to lamps, self-ballasted and lamp adapters
2.	Everbright Lighting (Hong Kong) Limited	Safety certificates relating to energy saving lamps
3.	Artfield Manufacturing Company Limited	Trademark registration certificates relating to trademark "MEMOLUX – 美耐時" in class 11

*Copies certificates, licences and trademarks are attached.*

刪除: J:\Files-2006\061260-Artfield-Discloseable Tx Disposal of PGL Group\Doc\S & P\S&P agt (ec) (clean).doc

12 Laboratory Drive  
P.O. Box 13995  
Research Triangle Park  
North Carolina 27709-3995  
(919) 581-1400



File E184757

Vol 12

Issued 2003-10-24

FOLLOW-UP SERVICE PROCEDURE  
(TYPE R)

OMITTED COMPONENT  
COMPONENT - FLUORESCENT BALLASTS  
(FVNS, FEVS9)

Manufacturer: CITY BRIGHT LIGHTING (SHENZHEN) CO LTD  
(236217-001) FUCHENGQI VILLAGE  
PINGHU TOWN  
LONGGANG REGION  
SHENZHEN GUANGDONG CHINA

Applicant: EVERBRIGHT LIGHTING LTD  
(300176-001) 15TH FL  
UNIVERSAL INDUSTRIAL CENTRE  
19-21 SHAN HEI ST  
PO BOX 50411 N T HONG KONG

This Procedure authorizes the above Manufacturer to use the markings specified by Underwriters Laboratories Inc., if any, only on products covered by this Procedure, in accordance with the applicable Follow-Up Service Agreement.

The prescribed Mark or Marking shall be used only at the above manufacturing location on such products which comply with this Procedure and any other applicable requirements.

The Procedure contains information for the use of the above named Manufacturer and representatives of Underwriters Laboratories Inc. and is not to be used for any other purpose. It is lent to the Manufacturer with the understanding that it is not to be copied, either wholly or in part, and that it will be returned to Underwriters Laboratories Inc. upon request.

This PROCEDURE, and any subsequent revisions, is the property of UNDERWRITERS LABORATORIES INC. and is not transferable.

UNDERWRITERS LABORATORIES INC.

A.W. Schaefer  
Vice President and General Manager  
US and Canadian Operations

8

A not-for-profit organization  
dedicated to public safety and  
committed to service





Product Service

CERTIFICATE

No. Z2 04 10 40218 009

Model(s): ETU series, EBU series  
(For details see page 3-4)

Parameters: Rated voltage: 230 V  
Rated frequency: 50 Hz  
Rated input: For details see page 3-4.  
Protection class: II

Tested according to: EN 55015/A2:2002;  
EN 61000-3-2:2000;  
EN 61000-3-3/A1:2001;  
EN 61547/A1:2000

Production Facility(ies): 40219

ZERTIFIKAT ♦ CERTIFICATE ♦ 認証証書 ♦ CERTIFICADO ♦ CERTIFICAT

ZERTIFIKAT ◆ CERTIFICATE ◆ 證書 ◆ CERTIFICADO ◆ CERTIFICAT ◆



Product Service

# EC-Attestation of Conformity

No. E8 04 10 40218 010

Holder of Certificate: **Everbright Lighting Ltd.**  
(Hongkong)

13 Fl., Universal Ind. Centre,  
19-21 Shanmei St., Fo Tan, N.T.,  
HONG KONG

Name of Object: **Energy Saving Lamps**

This EC-Attestation of Conformity is issued according to the Directive 89/336/EEC relating to electromagnetic compatibility on a voluntary basis. It confirms that the listed equipment complies with the principal protection requirements of the EMC directive and applies only to the sample and its technical documentation submitted to TÜV PRODUCT SERVICE GMBH for testing and certification. See also notes overleaf.

Test report no.: 64710332101

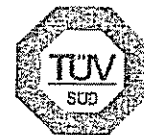


Date, 2004-10-26

**CE** After preparation of the necessary technical documentation as well as the conformity declaration the required CE marking can be affixed on the product. Other relevant directives have to be observed.

Page 1 of 4

ZERTIFIKAT ♦ CERTIFICATE ♦ 認証証書 ♦ CERTIFICADO ♦ CERTIFICAT



Product Service

EC-Attestation of Conformity  
No. E8 04 10 40218 010

Model(s): ETU series, EBU series  
(For details see page 3-4)

Description of Object:

Rated voltage:	230 V
Rated frequency:	50 Hz
Rated input:	For details see page 3-4.
Protection class:	II

Tested according to:

- EN 55015/A2:2002;
- EN 61000-3-2:2000;
- EN 61000-3-3/A1:2001;
- EN 61547/A1:2000





Product Service

# CERTIFICATE

No. Z2 04 10 40218 009

E8 04 10 40218 010

## ETU Series, EBU Series

Model No.	Rated Power Input
ETU series	
ETU-15W	15W
ETU-20W	20W
ETU-25W	25W
ETU-G11W	11W
ETU-G15W	15W
ETU-G20W	20W
ETU-G24W	24W
ETU-S11W	11W
ETU-S15W	15W
ETU-S20W	20W
ETU-S24W	24W
ETU-M9W	9W
ETU-M11W	11W
ETU-M15W	15W
ETU-M20W	20W
ETU-MSS11W	11W
ETU-MSS15W	15W
ETU-MSS20W	20W
ETU-MB5W	5W
ETU-MB9W	9W
ETU-MB11W	11W
ETU-MB13W	13W
ETU-MB14W	14W
ETU-11W	11W
ETU-24W	24W
ETU-SS11	11W
ETU-SS15	15W
ETU-SS20	20W
ETU-SS24	24W
ETU-T11W	11W
ETU-T15W	15W
ETU-T20W	20W
ETU-T24W	24W
ETU-B15W	15W
ETU-B20W	20W
ETU-P13W	13W

ZERTIFIKAT ♦ CERTIFICATE ♦ ZERTIFIKAT ♦ CERTIFICADO ♦ CERTIFICAT



Product Service

# CERTIFICATE

No. Z2 04 10 40218 009  
E8 04 10 40218 010

ETU-P14W	14W
ETU-P15W	15W
ETU-P20W	20W
<b>EBU series</b>	
EBU-7W	7W
EBU-11W	11W
EBU-15W	15W
EBU-20W	20W
EBU-G5W	5W
EBU-G7W	7W
EBU-G9W	9W
EBU-G11W	11W
EBU-C5W	5W
EBU-C7W	7W
EBU-C9W	9W
EBU-C11W	11W
EBU-M5W	5W
EBU-M7W	7W
EBU-M9W	9W
EBU-M11W	11W
EBU-P5W	5W
EBU-P7W	7W
EBU-P9W	9W
EBU-P11W	11W
EBU-MT5W	5W
EBU-MT7W	7W
EBU-MT9W	9W
EBU-MT11W	11W
EBU-B5W	5W
EBU-B7W	7W
EBU-B9W	9W
EBU-B11W	11W

Test report no.: 64710332101

Date, 2004-10-26

Page 4 of 4

ZERTIFIKAT ◆ CERTIFICATE ◆ 證書 ◆ CERTIFICADO ◆ CERTIFIKAT ◆ CERTIFICATE ◆ 證書 ◆ CERTIFICADO ◆ CERTIFIKAT



Jiangsu TÜV Product Service Ltd. Guangzhou Branch, Unit 2601-03 CITIC Plaza, 233 Tianhe (N) Road, Guangzhou, P. R. China

Competence.  
Certainty.  
Quality.

Everbright Lighting Ltd.  
(Hongkong)  
13 Fl., Universal Ind. Centre,  
19-21 Shanmei St., Fo Tan, N.T.,  
HONG KONG

Your Reference	Our Reference/Name	Telephone no./E-Mail	Fax no.	Date	Total Page
		+86 20 8752 0326 Ext. 228 tracy.xie@tuvps.com.cn	+85 20 3877 1504	27 October 2004	8

**Subject:** 1. Certificate  
2. Sample Declaration of Conformity  
3. Changes or modifications made to the tested sample

Dear Sir or Madam:

1. We are pleased to attach your certificate number: Z2 04 10 40218 009 and E8 04 10 40218 010. Please return the original certificate to us: Z2 04 10 40218 009 and E8 04 04 40218 008.

2. Attached please find a sample of EC Declaration of Conformity (DoC) for your consideration. Please note that the manufacturer or his authorized agent within the European Union must prepare and sign the DoC before the CE Mark can be affixed.

3. Where applicable, please be reminded that the appendices concerning "Constructional Product Information and Photographs" of the attached report(s) may contain modifications which were necessary to bring the sample to compliance. We have made every precautions to include in such Appendices components / additional wiring deemed to be affecting the EMC performance of the sample and which were not included in the submitted schematics / part list. The Appendices may also include other constructional changes which were necessary to configure the sample to typical use configuration during testing. For any Test Reports, Certificate of Compliance or Attestation of Conformity issued by *TÜV Product Service GmbH, Guangzhou* to be valid, you are required to implement the changes, if any, as indicated in such Appendices.

Best regards,

TÜV Product Service Guangzhou Branch

Banking connection:  
Guangzhou Commercial Bank  
Account No.:  
897-308-8003781-89 (RMB)  
897-308-8003787-69 (USD)

General Manager:  
Mr. Ralf Bartels

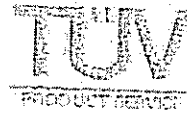
Telephone: +86 20 8752 0326  
Telefax : +86 20 8752 0464  
<http://www.tuvps.com.cn>

Jiangsu TÜV Product Service Ltd.  
Guangzhou Branch  
TÜV SÜD Group

Unit 2601-03, CITIC Plaza  
233 Tianhe (N) Road  
Guangzhou  
P. R. China

# Certificate

No: Z1A 03 04 40218 006



Everbright Lighting Ltd.  
(Hongkong)  
13 Fl. Universal Ind. Centre,  
19-21 Shumai St., Fo Tan, H.T.,  
Hong Kong

with production facilities)  
40218

is authorized to label the following products with the "TUV Mark P". It meets the requirements of the German Equipment Safety Law and can also be labelled with the "GS-Mark A or B". Please see notes attached.

Product: Energiesparlampe  
(Energy saving lamp)

Model: ETJ series, ESU series  
(see attachment)

Parameters: Rated Voltage : 230V  
Rated frequency : 50/60Hz  
Rated Power Factor : (see attachment)  
Type of Protection : (Outdoor)  
Max. Size : (see attachment)

The compliance of the above-mentioned product with the following essential requirements was tested on a voluntary basis:

EN 60588-1/A:12:2002  
EN 60968/A:2:1999

Report No: 60740227801

Related with the above certificate number by the certification body of TUV PRODUCT SERVICE GMBH.

Department: CANCEL (mr)  
Date: 07-Apr-2002

TUV PRODUCT SERVICE GMBH - Dienstleistungen für Elektroindustrie - TUV GMBH München



*S. Meyer*



## The Hong Kong Safety Institute Ltd

(A subsidiary of The Hong Kong Standards and Testing Centre Ltd)

10 Dpl Wang Street, Taiipo Industrial Estate, NT, Hong Kong

Tel: (852) 2666 1818 Fax: (852) 2664 4353 Homepage: www.hk-si.com Email: hkisi@hk-si.com

Your Ref:

Our Ref: C03/0357

Date: 2003-08-19

Everbright Lighting (HK) Ltd.  
13/F, Universal Industrial Centre,  
19-21 Shan Mei Street,  
Fo Tan, Hong Kong

Attn: Mr. Edgar Wong

[Application No.: A00319]

Subject: Certification Completion

Dear Mr. Edgar Wong,

Thank you for your application for the Hong Kong Safety Mark.

We are pleased to advise the assessment for the following product(s) has been completed satisfactorily. The assessment result, after review, is found to be in compliance with the applicable safety standard(s) and requirements defined by the Hong Kong Safety Institute.

We, therefore, take pleasure in informing you that the below-mentioned product is eligible to the granting of the Hong Kong Safety Mark License (subject to the receipt of a signed valid Certification Contract by the Institute and the terms and conditions stipulated in the governing Hong Kong Safety Mark Regulations).

Product Category	Product Description
Luminaries product	Energy Saving Lamp

### Types / Models

Lamp Cap E27

EBU-7W	EBU-11W	EBU-15W	EBU-20W	ETU-15W	ETU-20W
EBU-25W	ETU-G11W	ETU-G15W	ETU-G20W	ETU-G24W	ETU-S11W
ETU-S15W	ETU-S20W	ETU-S24W	EBU-G5W	EBU-G7W	EBU-G9W
EBU-G11W	EBU-C5W	EBU-C7W	EBU-C9W	EBU-C11W	EBU-B7W
EBU-B9W	EBU-B11W	ETU-M9W	ETU-M11W	ETU-M15W	ETU-M20W
ETU-MSS11W	ETU-MSS15W	ETU-MSS20W	-	-	-

We take this opportunity to express our cordial thanks to all of your staff for the kind co-operation during the assessment process.

Thank you for your attention and looking forward to receiving your signed contract soon.

Yours sincerely,



Andrew Chan  
Certification Officer, Certification and Surveillance Office  
For and on behalf of  
The Hong Kong Safety Institute Ltd.  
Direct Line: 852-2666 1898  
Fax: 852-2664 4353  
Email: andrew\_chan@hk-si.com

### Attachments :

1. Certification Contract (2 copies)
2. Payment Advice
3. Use of Certification
4. Use of License, Certificate and Mark
5. Bilingual Safety Labelling Requirement
6. Hong Kong Safety Mark Regulations

F/011/D



# The Hong Kong Safety Institute Ltd

(A subsidiary of The Hong Kong Standards and Testing Centre Ltd)  
 10 Dai Wang Street, Taiipo Industrial Estate, NT, Hong Kong  
 Tel: (852) 2666 1818 Fax: (852) 2664 4353 Homepage: www.hk-si.com Email: hkst@hk-si.com

## CERTIFICATION CONTRACT

License No. : L00177A

Page 1

The Hong Kong Safety Institute Limited (hereinafter called "HKSI") hereby certifies that Everbright Lighting (HK) Ltd. (hereinafter called the "Subscriber") has complied with the requirements of the safety standard(s) and requirements defined by HKSI, in respect of the certification scheme for the Hong Kong Safety Mark for the manufacture of the following product(s) :

Product Category  
Luminaries product

Product Description  
Energy Saving Lamp

Types / Models  
Lamp Cap E27

EBU-7W	EBU-11W	EBU-15W	EBU-20W	ETU-15W	ETU-20W
EBU-25W	ETU-G11W	ETU-G15W	ETU-G20W	ETU-G24W	ETU-S11W
ETU-S15W	ETU-S20W	ETU-S24W	EBU-G5W	EBU-G7W	EBU-G9W
EBU-G11W	EBU-C5W	EBU-C7W	EBU-C9W	EBU-C11W	EBU-B7W
EBU-B9W	EBU-B11W	ETU-M9W	ETU-M11W	ETU-M15W	ETU-M20W
ETU-MSS11W	ETU-MSS15W	ETU-MSS20W	-	-	-

Applicable Standard(s) / Requirements

IEC60968:1998+A1:1991+A2:1999

Self-ballasted lamps for general lighting services - Safety requirements

The certification requirements have necessitated the submission of samples of the certified product(s) for examination and testing by HKSI to the standards referred to in the certification. Additionally the certification requires the Subscriber to:

- permit the factory situated at City Bright Lighting (Shenzhen) Co. Ltd., Pinghu Town, Fuchengao Village, Longgang Region Shenzhen, China to be periodically inspected by the HKSI\* ;
- allow samples of the scheduled product(s) to be selected from production, and/ or from the market, for independent testing and examination for assurance that continuity of conformity is being maintained.

The Hong Kong Safety Mark License is granted under the authority of HKSI to duly observe and comply with the requirements of the scheduled standards, the Hong Kong Safety Mark Regulations and any requirement and regulations for the certification which HKSI may establish.

Yours sincerely,

Francis Lee  
 General Manager  
 For and on behalf of  
 The Hong Kong Safety Institute Limited



20 AUG 2003

Date

Signed for the Subscriber:

Authorized Signature (with Company Seal)



Date

Printed Name

Position

\* Applicable to product category which requires factory inspection

F/O12/D

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# Certificate

No: Z1A 03 01 40218 004



Everbright Lighting Ltd.  
(Hongkong)  
13 Fl., Universal Ind. Centre,  
19-21 Shanmei St., Po Tan, N.T.,  
Hong Kong

with production facilities:  
40218

is authorized to label the following products with the "TUV Mark P". It meets the requirements of the German Equipment Safety Law and can also be labelled with the "GS-Mark A or B". Please see notes overleaf.

Product: Energiesparlampen  
(Energy saving lamps)

Model: EBU series, ETU series  
(see attachment)

Parameters: Rated Voltage : 120-240V  
Rated Frequency : 50Hz  
Rated Power Input : (see attachment)  
Degree of Protection : Ordinary  
Temp. Class : B27

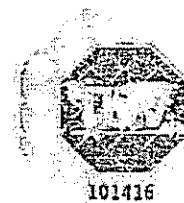
The compliance of the above-mentioned product with the following essential requirements was tested on a voluntary basis:

EN 60598-1/A12:2002  
EN 60968/A2:1999

Report No: 64140914204, E - (AL 00 05 40218 001)

Released with the above certificate number by the certification body of TÜV PRODUCT SERVICE GMBH.

Department: CANELS / lsc  
Date: 03-Jan-2003



*S. Yang*

TÜV PRODUCT SERVICE GMBH · Zertifizierstelle · Ridlerstrasse 65 · D-80339 München

## INDEX

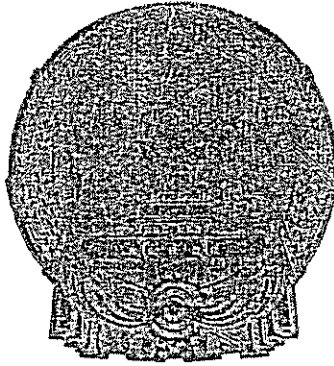
Model No.	Sec.	Requirements Evaluated to (US and CN)
EBND09W, EBND09W, EBND10W, EBND10W, EBND13W, EBND15W, EBND15W	1	US, CN
ETU-11W, -15W, -20W, -24W, ETUS-11W, -15W, -20W, -24W	2	US, CN
EBU-M25W, -M27W, -M28W, -M31W, EBU-M15W, -M17W, -M18W, -M11W, EBU-B5W, -B7W, -B8W, -B11W, EBU-C5W, -C7W, -C8W, -C11W, EBU-P5W, -P7W, -P8W, -P11W, EBU-M5W, -M7W, -M8W, -M11W, EBU-BW, -7W, -11W, -13W, -15W, ETU-M250W, -M251W, -M2515W, -M2518W, ETU-S211W, -S215W, -S220W, -S224W, ETU-M5W, -M11W, -M15W, -M18W	3	US, CN





2C3373454 2C

第 3373454 号



# 商标注册证

## 美耐時

核定使用商品(第 11 类)

灯; 灯泡; 手电筒; 提灯 (商品截止)

注册人 雅域实业有限公司  
ARTFIELD MANUFACTURING COMPANY LIMITED

注册地址 香港新界沙田山炭山尾街 19-21 号宇宙工业中心 13 楼  
13/F., UNIVERSAL INDUSTRIAL CENTRE, 19-21 SHAN MEI STREET, FO TAN,  
SHATIN, NEW TERRITORIES, HONG KONG

注册有效期限 自公元 2004 年 05 月 14 日至 2014 年 05 月 13 日止

局长签发



cc = Edgan

# 5

THE PEOPLE'S REPUBLIC OF CHINA  
CERTIFICATE OF TRADEMARK REGISTRATION

No. 3373454

Trademark

美耐时

International Class 11

Registrant ARTFIELD MANUFACTURING COMPANY LIMITED

Address 13/F., UNIVERSAL INDUSTRIAL CENTRE, 19-21 SHAN MEI STREET, FO TAN,  
SHATIN, NEW TERRITORIES, HONG KONG

Goods ratified for which the trademark is used:

see attached List

Valid from May 14, 2004 to May 13, 2014

Trademark Office  
State Administration for Industry & Commerce  
of the People's Republic of China

The Commissioner

Record of Change

Record of Renewal

# List of Goods Items

Trademark: 美耐时

Class: 11

Registration No. : 3373454

---

- 1 lamp
- 2 light bulb
- 3 torches
- 4 lantern