

# Share Sale and Purchase Agreement

relating to shares in TCK Company  
Limited

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Artist Star International Development Limited (Vendor)

Celestial Elite Investments Limited (Purchaser)

MinterEllison

L A W Y E R S

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## TABLE OF CONTENTS

1.	DEFINITIONS AND INTERPRETATION .....	3
2.	AGREEMENT TO SELL AND PURCHASE SHARES .....	6
3.	CONSIDERATION .....	6
4.	CONDITIONS PRECEDENT .....	6
5.	COMPLETION .....	7
6.	VENDOR'S WARRANTIES .....	8
7.	PURCHASER'S WARRANTIES.....	10
8.	RELEASE AND INDULGENCE .....	10
9.	ASSIGNMENT .....	11
10.	CONFIDENTIALITY .....	11
11.	RESTRICTION ON ANNOUNCEMENTS .....	11
12.	PARTIAL INVALIDITY.....	12
13.	COSTS AND STAMP DUTY .....	12
14.	NOTICES .....	12
15.	VARIATION.....	13
16.	FURTHER ASSURANCE.....	13
17.	COUNTERPARTS.....	13
18.	WHOLE AGREEMENT.....	13
19.	TIME IS OF ESSENCE .....	13
20.	SUCCESSORS BOUND.....	13
21.	CONTINUING EFFECT OF AGREEMENT.....	13
22.	PROCESS AGENT .....	14
23.	GOVERNING LAW .....	14
	SCHEDULE.....	16

# Share Sale and Purchase Agreement

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Date 9 October 2014

## Parties

Name **Artist Star International Development Limited ('Vendor')**  
BVI Company Number 628948  
Address P.O. Box 957, Offshore Incorporations Centre, Road Town, Tortola, British Virgin Islands

Name **Celestial Elite Investments Limited ('Purchaser')**  
Company Number 62800  
Address Offshore Chambers, P.O. Box 217, Apia, Samoa

## RECITALS

- A. Terms used in these Recitals are hereinafter defined.
- B. The Vendor is the legal and beneficial owner of the Sale Shares, representing the entire issued share capital of the Company. WFOE is a wholly-owned subsidiary of the Company. Certain particulars of the Company and WFOE are set out in part A and part B of the Schedule respectively.
- C. The Vendor has agreed to sell and the Purchaser has agreed to purchase the Sale Shares upon the terms and subject to the conditions of this Agreement.
- D. The Vendor is a wholly-owned subsidiary of Artini China.

**IT IS HEREBY AGREED** as follows:

### 1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement (including the Recitals), unless the context otherwise requires, the following words and expressions shall have the following meanings:

- "Artini China"** Artini China Co. Ltd., a company incorporated in the Bermuda and whose shares are listed on the Main Board of the Stock Exchange.
- "Business Day"** (a) for receiving a notice under Clause 14 in a place outside Hong Kong, a day that is not a Saturday,

Sunday, public holiday or bank holiday in the place where the notice is received; and

- (b) for all other purposes, a day that is not a Saturday, Sunday, public holiday or bank holiday in Hong Kong or a day on which a tropical cyclone warning no 8 or above or a "black" rainstorm warning signal is hoisted in Hong Kong at any time between 9:00 am and 5:00 pm.

<b>"Completion"</b>	completion of the sale and purchase of the Sale Shares in accordance with Clause 5.
<b>"Company"</b>	TCK Company Limited, a limited liability company incorporated under the laws of the British Virgin Islands.
<b>"Completion Date"</b>	the fifth (5th) Business Day following the date on which the last of the Conditions has been fulfilled (or otherwise waived) or such other date as the parties may agree in writing on which this Agreement shall be completed.
<b>"Conditions"</b>	the conditions precedent set out in Clause 4;
<b>"Consideration"</b>	the sum of HK\$16,257,000 payable by the Purchaser to the Vendor for the Sale Shares.
<b>"Encumbrance"</b>	any interest or equity (including any retention of title, right to acquire, option or right of pre-emption) including mortgage, charge, pledge, lien, restriction against transfer, claim, assignment or any other encumbrance and any other third party interest of whatsoever nature and the term "Encumber" shall be construed accordingly.
<b>"Group"</b>	the Company and WOFE.
<b>"HK\$"</b>	Hong Kong dollars, the lawful currency of Hong Kong.
<b>"Hong Kong"</b>	the Hong Kong Special Administrative Region of the People's Republic of China.
<b>"Listing Rules"</b>	the Rules Governing the Listing of Securities on the Stock Exchange.
<b>"PRC"</b>	the People's Republic of China.
<b>"Property"</b>	the property comprising 4 parcels of land with a total site area of approximately 27,892 square meters, 15 buildings mainly including industrial buildings, warehouses and dormitories with a total gross floor area

of approximately 38,676 square meters and various structures located at Yuanshanling Industrial Area, Ketang Town, Haifeng County, Shanwei City, Guangdong Province, the PRC.

<b>"Purchaser's Warranties"</b>	has the meaning ascribed to it in Clause 7.
<b>"RMB"</b>	Renminbi, the lawful currency of PRC.
<b>"Sale Shares"</b>	100 Shares representing the entire issued share capital of the Company.
<b>"Shares"</b>	ordinary shares of US\$1.00 each in the capital of the Company.
<b>"Stock Exchange"</b>	The Stock Exchange of Hong Kong Limited.
<b>"US\$"</b>	the lawful currency of the United States of America.
<b>"Vendor's Warranties"</b>	has the meaning ascribed to it in Clause 6.
<b>"WOFE"</b>	超群(海豐)首飾廠有限公司, a company established in the PRC and a wholly-owned subsidiary of the Company.

1.2 In this Agreement, except where the context otherwise requires:

- (a) the headings are inserted for convenience only and shall be ignored in construing this Agreement;
- (b) a reference to a Clause or Schedule is to a clause or schedule to, this Agreement, and a reference to this Agreement includes any schedule;
- (c) the singular includes the plural and vice versa, and a gender includes other genders;
- (d) another grammatical form of a defined word or expression has a corresponding meaning;
- (e) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- (f) a reference to time is to Hong Kong time;
- (g) a reference to a Party is to a Party to this Agreement, and a reference to a Party to a document includes the Party's executors, administrators, successors and permitted assigns and substitutes;

- (h) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
- (i) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re enactments or replacements of any of them;
- (j) the meaning of general words is not limited by specific examples introduced by including, for example or similar expressions;
- (k) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this Agreement or any part of it; and
- (l) if a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day.

## **2. AGREEMENT TO SELL AND PURCHASE SHARES**

Subject to the terms and conditions of this Agreement, the Vendor agrees to sell as the legal and beneficial owner and the Purchaser agrees to purchase the Sale Shares, free from all Encumbrance and together with all rights attaching thereto, including the right to all dividends, rights and other distributions (if any) declared, made or paid as of the Completion Date and thereafter.

## **3. CONSIDERATION**

- 3.1 The total consideration for Sale Shares shall be HK\$16,257,000.
- 3.2 On Completion, the Purchaser shall pay to the Vendor the Consideration by way of bank draft in Hong Kong dollars.

## **4. CONDITIONS PRECEDENT**

- 4.1 Unless otherwise waived in writing by the Purchaser (save for Clause 4.1(a) which cannot be waived by the Purchaser), Completion is conditional upon the fulfilment of the following Conditions:
  - (a) This Agreement shall be approved by a simple majority of the shareholders of Artini China (excluding those shareholders prohibited by the Listing Rules from voting on the relevant resolution) voting at a special general meeting of Artini China convened to approve, among other things, this Agreement and the transactions contemplated hereunder in accordance with the requirements of the Listing Rules.
  - (b) The Vendor shall have duly performed and complied with all agreements, obligations and conditions contained in this Agreement which are required to be performed or complied with by it on or before the Completion Date, and shall

have obtained all approvals, consents and qualifications necessary to comply with or perform such agreements, obligations and conditions.

- 4.2 The Vendor hereby undertakes to use its best endeavours to procure the satisfaction of the Conditions as soon as practicable but in any event by the date set out in Clause 4.3.
- 4.3 All the Conditions will have to be fulfilled or waived, as applicable, on or before 31 December 2014. If the Conditions have not been fulfilled or waived on or before such date or by such later date as may be agreed between the Purchaser and the Vendor, then this Agreement shall thereupon become null and void ab initio and the Purchaser's obligations to purchase the Sale Shares shall lapse.

## **5. COMPLETION**

- 5.1 Subject to the fulfilment of the Conditions, Completion shall take place on the Completion Date at the office of the Vendor's lawyers or such other time and/or venue as mutually agreed by the Vendor and the Purchaser, at which time the business set out in Clauses 5.2 and 5.3 below shall be simultaneously transacted.
- 5.2 On Completion, the Vendor shall deliver to the Purchaser:
- (a) duly executed instrument of transfer of the Sale Shares by the Vendor in favour of the Purchaser or its nominee together with the original share certificate in respect of the Sale Shares;
  - (b) such other documents as may be required to give a good and effective transfer of title to the Sale Shares to the Purchaser and/or its nominee;
  - (c) all title deeds, certificates and documents and such other documents in the possession of the Vendor and/or the Company relating to the Property;
  - (d) the written resignations of all the existing directors and the secretary (if any) of the Company;
  - (e) the corporate registration cards, books of account, corporate chops, seals, minute books (which shall be written up to, but not including the Completion Date); containing meeting minutes of the shareholders and the board of directors, shareholders roster and share certificate books of each member of the Group;
  - (f) all books of account or references as to customers and/or suppliers and other records, all insurance policies, all material permits, orders and consents issued by any governmental authority, and all applications for such permits, orders and consents of each member of the Group;
  - (g) all licences obtained by or issued to the members of the Group in connection with the business carried on by the relevant member of the Group together with such contracts, deeds or other documents as shall have been agreed between the Vendor and the Purchaser; and

- (h) resolutions of the directors of the Company for the purpose of (i) approving the registration of transfer of the Sale Shares and the entry of the transferee in the register of members of the Company as the holder of the Sale Shares; (ii) appointing such person(s) as the Purchaser may nominate as directors and secretary (if any) of the Company and accepting the resignation of the existing directors and secretary (if any) of the Company, such appointments and resignations to take effect from the Completion.

5.3 On Completion, the Purchaser shall:

- (a) pay to the Vendor the Consideration in accordance with Clauses 3.1 and 3.2;
- (b) deliver to the Vendor a copy of the resolutions of the directors of the Purchaser for the purpose of authorising the execution of, and performance by, the Purchaser of its obligations under this Agreement;
- (c) deliver to the Vendor a consent to act as directors and secretary (if any) of the Company duly signed by the person(s) nominated by the Purchaser.

5.4 In the event that either the Vendor or the Purchaser fails to complete the sale and purchase of the Sale Shares in accordance with this Agreement, the other Party shall be entitled to (in addition to and all other rights or remedies available to it in law, in equity or otherwise):

- (a) defer Completion to a date not more than 14 days after the Completion Date;
- (b) proceed to Completion so far as practicable (without prejudice to its rights hereunder); or
- (c) rescind this Agreement without any liability whatsoever on the part of the innocent Party.

## 6. VENDOR'S WARRANTIES

6.1 The Vendor hereby represents and warrants to the benefits of the Purchaser (with the intent that the provisions of this Clause 6.1 shall continue to have full force and effect notwithstanding Completion) as follows (collectively, the "**Vendor's Warranties**"):

- (a) each of the Vendor and the Company is a limited liability company duly incorporated in the British Virgin Islands and validly existing under the laws of the British Virgin Islands;
- (b) WFOE is a wholly-foreign owned enterprise established in the PRC;
- (c) it has taken all the corporate and other actions which are required to authorise its execution and performance of this Agreement;



- (d) it has full authority and all necessary consents to enter into and perform this Agreement, which when executed will constitute valid and binding obligations on it in accordance with its terms;
- (e) Paragraphs B and D in the Recitals are true, accurate, complete and correct.
- (f) the Vendor is the sole beneficial owner of the Sale Shares or otherwise has complete power and right to sell the Sale Shares to the Purchaser;
- (g) the Vendor has valid title to the Sale Shares, free from any Encumbrance together with all benefits and rights attached or accrued thereto including without limitation the right to receive all dividends, rights and other distributions declared, made or paid as of the Completion Date and thereafter;
- (h) there is no option, right to acquire or Encumbrance over or affecting the Sale Shares or any of them;
- (i) it will execute (or procure the execution of) all documents as may be reasonably required by the Purchaser to effect the transfer of the full legal and beneficial title to the Sale Shares to the Purchaser and/or its nominee(s);
- (j) the execution and delivery of, and the performance by it of its obligations under this Agreement will not result in:
  - (i) any breach of any provision of its constitution; or
  - (ii) a breach of any agreement, licence or other instrument or of any order, judgment, decree or rule of any court, governmental agency or regulatory body to which it is a party or by which it is bound.
- (k) WFOE is the sole and beneficial owner of and has a valid legal title to the Property.

6.2 The Vendor further represents and warrants to and undertakes with the Purchaser that:

- (a) the Vendor's Warranties shall be deemed to be given as at the date of this Agreement and to be repeated immediately before Completion and to relate to the facts then existing; and
- (b) if after the signing of this Agreement and before Completion any event known to it shall occur or matter or circumstance (including any omission to act) arises which results or may result in any of the Vendor's Warranties being unfulfilled, untrue, misleading or incorrect at Completion, it shall as soon as practicable notify the Purchaser in writing fully thereof prior to Completion and shall make any investigation concerning the event or matter which the Purchaser may reasonably require in writing.

## 7. PURCHASER'S WARRANTIES

7.1 The Purchaser hereby represents and warrants to the benefits of the Vendor (with the intent that the provisions of this Clause 7.1 shall continue to have full force and effect notwithstanding Completion) as follows (collectively, the "**Purchaser's Warranties**"):

- (a) it is a limited liability company duly incorporated in Samoa and validly existing under the laws of Samoa;
- (b) it has taken all the corporate and other actions which are required to authorise its execution and performance of this Agreement;
- (c) it has full authority and all necessary consents to enter into and perform this Agreement, which when executed will constitute valid and binding obligations on the Purchaser in accordance with its terms; and
- (d) the execution and delivery of, and the performance by it of its obligations under this Agreement will not result in:
  - (i) any breach of any provision of its constitution; or
  - (ii) a breach of any agreement, licence or other instrument or of any order, judgment, decree or rule of any court, governmental agency or regulatory body to which it is a party or by which it is bound.

7.2 The Purchaser further represents and warrants to and undertakes with the Vendor that:

- (a) the Purchaser's Warranties shall be deemed to be given as at the date of this Agreement and to be repeated immediately before Completion and to relate to the facts then existing; or
- (b) if after the signing of this Agreement and before Completion any event known to the Purchaser shall occur or matter or circumstance (including any omission to act) arises which results or may result in any of the Purchaser's Warranties being unfulfilled, untrue, misleading or incorrect at Completion, the Purchaser shall as soon as practicable notify the Vendor in writing fully thereof prior to Completion and shall make any investigation concerning the event or matter which the Vendor may reasonably require in writing.

## 8. RELEASE AND INDULGENCE

No failure to exercise nor any delay in exercising on the part of any Party, any right or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other rights or remedy. The rights provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

## **9. ASSIGNMENT**

None of the Parties shall, nor shall it purport to assign, transfer, charge or otherwise deal with all or any of its rights and/or obligations under this Agreement nor grant, declare, create or dispose of any right or interest in it, without the prior written consent of the other Parties.

## **10. CONFIDENTIALITY**

10.1 Each of the Parties agrees to keep strictly secret and confidential, and shall cause the respective directors, officers, employees, agents and advisers of the Parties to keep strictly secret and confidential, and under no circumstances to disclose to any person or entity which is not a party hereto, the terms of this Agreement unless disclosure of such information is expressly permitted by the prior consent in writing of the other Parties.

10.2 Notwithstanding Clause 10.1, the confidentiality obligation shall not apply to any information:

- (a) obtained from any Party which becomes generally known to the public, other than by reason of any wilful or negligent act or omission of the other Parties or any of its agents, advisers, directors, officers, employees or representatives;
- (b) which is required to be disclosed to any competent governmental or statutory authority or pursuant to rules or regulations of any relevant regulatory, administrative or supervisory body (including, without limitation, any relevant stock exchange or securities council);
- (c) which is required to be disclosed pursuant to any legal process issued by any court or tribunal whether in Hong Kong or elsewhere; and
- (d) disclosed by any of the Parties to its legal and professional advisers for the purpose of this Agreement.

10.3 Notwithstanding Clause 10.1, any Party may inform the Company of the transactions contemplated by this Agreement and the Parties acknowledge that the Company may, as a result, issue announcement(s) accordingly.

10.4 For the avoidance of doubt, the obligations contained in this Clause 10 shall endure, even after Completion, without limit in point of time.

## **11. RESTRICTION ON ANNOUNCEMENTS**

Save as agreed by the Parties or as may be required to be disclosed pursuant to any applicable requirement issued by any competent governmental or statutory authority or rules or regulations of any relevant regulatory, administrative or supervisory body (including, without limitation, Stock Exchange, the Securities and Futures Commission of Hong Kong, any relevant stock exchange or securities commission or council), neither Party shall make or authorise the making of any announcement concerning the subject matter of this Agreement without the prior written consent of the other Party.

## 12. PARTIAL INVALIDITY

If any term or provision in this Agreement shall be held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision or part shall to that extent be deemed not to form part of this Agreement but the enforceability of the remainder of this Agreement shall not be affected.

## 13. COSTS AND STAMP DUTY

Each Party shall bear its own legal and other costs and expenses, stamp duty (if any), duties or other taxes of a similar nature (including fines, penalties and interest) in relation to the sale and purchase of the Sale Shares or in connection with this Agreement or any transaction contemplated by this Agreement.

## 14. NOTICES

All notices, demands or other communications required or permitted to be given or made under or in connection with this Agreement shall be in writing and delivered personally or sent by prepaid registered post, by fax or by email transmission addressed to the intended recipient thereof at its address, fax number or email address, and marked for the attention of such person (if any), set out below (or to such other address, fax number or email address as such Party may from time to time notify the other party). Any such notice, demand or communication shall be deemed to have been duly served (if given or made by fax or by email transmission) immediately, subject to confirmation of uninterrupted transmission by a transmission report, provided that any notice transmitted by fax or email transmission after 5:00 pm (at the place where such fax or email is to be received) shall be deemed to have been received at 9:00 am on the next Business Day or (if given or made by letter) upon delivery if hand delivered or two Business Days after posting (if sent by local mail) and five Business Days after posting (if sent by air mail) and in proving the same it shall be sufficient to show that the envelope containing the same was duly addressed, stamped and posted.

### The Vendor

Name : Artist Star International Development Limited  
Address : Flat B1, 1st Floor, Kaiser Estate, Phase 1, 41 Man Yue Street,  
Hung Hom, Hong Kong  
E-mail : joe.leung@artini.com.hk  
Attention : Mr. Leung Yiu Cho

### The Purchaser

Name : Celestial Elite Investments Limited  
Address : Room 1513-1518, 15/F., Nanfung International Convention and  
Exhibition Centre, No. 618 Xingang East Road, Haizhu, Guangzhou,  
the PRC  
E-mail : dicky@artini.com.hk  
Attention : Mr. Tse Hoi Chau

**15. VARIATION**

15.1 No variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of each of the parties to it. The expression 'variation' shall include any amendment, supplement, deletion or replacement however effected.

15.2 Unless expressly agreed, no variation shall constitute a general waiver of any provisions of this Agreement, nor shall it affect any rights, obligations or liabilities under or pursuant to this Agreement which have already accrued up to the date of variation, and the rights and obligations of the parties under or pursuant to this Agreement shall remain in full force and effect, except and only to the extent that they are so varied.

**16. FURTHER ASSURANCE**

Each of the Parties shall from time to time, on being required to do so by the other Party at any time do or procure the doing of such acts and/or execute or procure the execution of such documents as may be necessary for giving full effect to this Agreement or to comply with applicable laws or regulations or to confer the full benefit of this Agreement to the other Party.

**17. COUNTERPARTS**

This Agreement may be executed by the Parties in counterparts, each of which is an original but both of which together constitute one and the same instrument. Any Party may enter into this Agreement by signing any such counterpart and each counterpart may be signed and executed by facsimile or email transmission and shall be as valid and effectual as if executed as all originals. The signing page of the counterpart bearing original signature shall be delivered to the other Party by courier within five Business Days immediately following the said facsimile or email transmission.

**18. WHOLE AGREEMENT**

This Agreement contains the whole agreement between the Parties relating to the subject matter of the Agreement at the date hereof and each of the Parties acknowledges that it has not been induced to enter into the Agreement by any representation, warranty or undertaking not expressly incorporated into it.

**19. TIME IS OF ESSENCE**

Time shall be of the essence of this Agreement.

**20. SUCCESSORS BOUND**

This Agreement shall be binding upon and inure to the benefit of the successors in title and assigns of the Parties.

**21. CONTINUING EFFECT OF AGREEMENT**

Subject to the terms of this Agreement, all provisions of this Agreement shall, so far as they have not been performed at Completion, not in any respect be extinguished or affected by Completion or by any other event or matter whatsoever and continue in full force and effect, except by a specific and duly authorised waiver on release by the Party having the benefit of those warranties or provisions.

## **22. PROCESS AGENT**

22.1 The Vendor hereby appoints Artini China of Flat B1, 1st Floor, Kaiser Estate, Phase 1, 41 Man Yue Street, Hunghom, Hong Kong as its agent to receive and acknowledge on its behalf service of any writ, summons, order, judgment or other notice of legal process in Hong Kong. If for any reason the agent named above (or its successor) no longer serves as agent of the Vendor for this purpose, the Vendor shall promptly appoint a successor agent and notify the Purchaser in writing. The Vendor agrees that any such legal process shall be sufficiently served on it if delivered to such agent for service at its address for the time being in Hong Kong whether or not such agent gives notice thereof to the Vendor.

22.2 The Purchaser hereby appoints Mr. Tse Hoi Chau of Flat F, 17th Floor, Tower 11, Vista Paradiso, No. 2 Hang Ming Street, Ma On Shan, New Territories, Hong Kong as its agent to receive and acknowledge on its behalf service of any writ, summons, order, judgment or other notice of legal process in Hong Kong. If for any reason the agent named above (or its successor) no longer serves as agent of the Purchaser for this purpose, the Purchaser shall promptly appoint a successor agent and notify the Vendor in writing. The Purchaser agrees that any such legal process shall be sufficiently served on it if delivered to such agent for service at its address for the time being in Hong Kong whether or not such agent gives notice thereof to the Purchaser.

## **23. GOVERNING LAW**

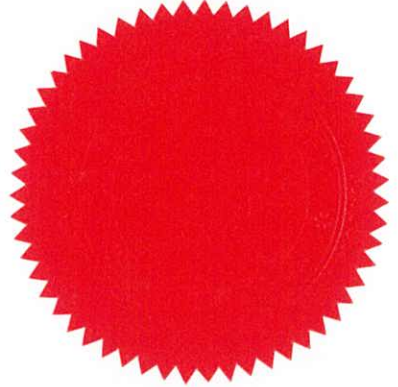
This Agreement shall be governed by, and construed in accordance with, the laws of Hong Kong and each Party irrevocably submits to the exclusive jurisdiction of the courts of Hong Kong.

**IN WITNESS WHEREOF** this Agreement has been entered into by the Parties the day and year first above written.

**THE VENDOR**

SIGNED by  
for and on behalf of  
ARTIST STAR INTERNATIONAL  
DEVELOPMENT LIMITED  
in the presence of: *Joe Leung*  
*[Signature]*


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**THE PURCHASER**

SIGNED by  
for and on behalf of  
CELESTIAL ELITE  
INVESTMENTS LIMITED  
in the presence of: *Conia He*  
*He*

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## SCHEDULE

### Part A: Particulars of the Company

1. Full Name : TCK Company Limited
2. Company No. : 626473
3. Date of Incorporation : 25 November 2004
4. Registered Office : P.O. Box 957, Offshore Incorporations Centre  
Road Town, Tortola, British Virgin Islands
5. Authorised Share Capital : US\$50,000 divided into 50,000 shares of nominal value of  
US\$1.00 each
6. Issued Share Capital : US\$100 divided into 100 shares of nominal value of US\$1.00
7. Shareholder : Artist Star International Development Limited
8. Directors : Tse Hoi Chau  
Lin Shao Hua
9. Secretary : Nil
10. Registered Agent : Offshore Incorporations Limited

### Part B: Particulars of WFOE

1. Full Name : 超群（海豐）首飾廠有限公司
2. Date of Establishment : 28 March 2002
3. Total Investment : HK\$108,000,000
4. Registered Capital : HK\$102,600,000
5. Paid-up Capital : HK\$102,600,000
6. Name of Investor : TCK Company Limited
7. Legal Address : 海豐縣可塘鎮圓山嶺工業區 (Yuanshanling Industrial  
Area, Ketang Town, Haifeng County)
8. Legal Representative : Tse Hoi Chau
9. Director : Nil