



Shipper's Name and Address Korean General Corporation, PY Tel: +850 2381 8344 Fax: +850 2381 4416		Shipper's account Number		Not negotiable Air Waybill Issued by			
Consignee's Name and Address Aerotrack Ltd Kiev, Ukraine 254 080, 19-21 Frunze str Tel: +380 95 5336136				Copies 1, 2 and 3 of this Air Waybill are originals and have the same validity.			
Issuing Carrier's Agent Name and City SP Trading Ltd		Account No.		It is agreed that the goods described herein are accepted in apparent good order and condition (except as noted) for carriage SUBJECT TO THE CONDITIONS OF CONTRACT ON THE REVERSE HEREOF. ALL GOODS MAY BE CARRIED BY ANY OTHER MEANS INCLUDING ROAD OR ANY OTHER CARRIER UNLESS SPECIFIC CONTRARY INSTRUCTIONS ARE GIVEN HEREON BY THE SHIPPER, AND SHIPPER AGREES THAT THE SHIPMENT MAY BE CARRIED VIA INTERMEDIATE STOPPING PLACES WHICH THE CARRIER DEEMS APPROPRIATE. THE SHIPPER'S ATTENTION IS DRAWN TO THE NOTICE CONCERNING CARRIER'S LIMITATION OF LIABILITY. Shipper may increase such limitation of liability by declaring a higher value for carriage and paying a supplemental charge if required.			
Agent's IATA Code		Account No.		Accounting Information Freight Paid Notify: Aerotrack Ltd Tel: +380 95 5336136			
Airport of Departure (Addr. of first Carrier) and requested Routing PNY		Amount of Insurance		Declared Value for Carriage NVD Declared Value for Customs As per Invoice			
By first Carrier Routing and Destination		to by to by		Currency EUR Amount of Insurance NVD			
Airport of Destination CHL		Amount of Insurance		INSURANCE - If carrier offers insurance and such insurance is requested in accordance with conditions on reverse hereof, indicate amount to be insured in figures in box marked amount of insurance.			
Handling Information Total: 147 boxes weight Gross: 33078T Shipment in transit		SCI					
No. of Pieces RCP	Gross Weight	Kg	Rate Class	Chargeable Weight	Rate	Total	Nature and Quantity of Goods (Incl. Dimensions or Volume)
87 box	2610 kg						Geothermal kg 65xX38X265
1 box	125 kg						Prc. Rig 1280X500X490
1 box	2080 kg						Pottery Mill 560X370X410
13 box	6760 kg						Whd. Page dr. 5680X410X370
2 box	90 kg						Mutek Rig 510X465X240
1 box	431 kg						Mutek G dr. 510X465X240
1 box	1250 kg						Water drill 3900X1000X1500
2 box	200 kg						Reynolds dr. 5600X1200X800
Prepaid		Weight Charge		Collect		Other Charges	
AS arranged		Valuation Charge					
Tax							
Total other Charges Due Agent						Shipper certifies that the particulars on the face hereof are correct and that insofar as any part of the consignment contains dangerous goods, such part is properly described by name and is in proper condition for carriage by air according to the applicable Dangerous Goods Regulations.	
AS arranged							
Total other Charges Due Carrier							
Total prepaid						Signature of Shipper or his Agent	
Total collect							
Executed on		(Date)		at		(Place) Signature of Issuing Carrier or its Agent	

ORIGINAL 3 (FOR SHIPPER)

PACKING LIST

No.: 20091201/787

Date: 3/12/2009

Consignee:

Aerotrack Ltd

Address: Kiev 254080, 19-21, Frunze Str.

Tel: +38(095) 5336136

Ukraine

Tel.: +38 (095) 5336136

Fax: +38 (044) 2348148

Notify: Victoria Doneckaya

Tel.: +38 (095) 5336136

Shipper:

Korean General Trading Corporation

Mailto: 403hsd@co.chesin.com

Tel: +850 2381 8344

Fax: +850 2381 4416

Box Qty	Boxes content	Box Weight	Gross Weight	Dimensions
87 boxes	Geothermal Rigs spare parts – model MTEC6	30kg	2610kg	659mmX398mmX265mm
1 box	Percussion drilling rig spare parts- model Buffalo 3000	125kg	125kg	1280mmX500mmX490mm
40 boxes	Rotary Drilling Rig spare parts – model WaterteC 6	520kg	20800kg	5608mmX370mmX410mm

PACKING LIST

No.: 20091201/787

Date: 3/12/2009

13 boxes	Mid-range Watertec 40 spare parts	520kg	6760kg	5680mmX410mmX370mm
2 boxes	Mintec 6 spare parts - pumps	45kg	90kg	510mmX465mmX240mm
1 box	Mintec 12.8 drilling vales	43kg	43kg	510mmX465mmX240mm
1 box	Mintec 6 watr sleeves – spare parts	1250kg	1250kg	3900mmX1000mmX1500mm
2 boxes	Bespoke Mineral exploration Machine – spare parts	1000kg	2000kg	5600mmX1200mmX800mm

Total Weight: 33678T

AIRCRAFT CHARTER AGREEMENT № 38/167-76

PARTIES

A. Carrier: *Company "SP TRADING LTD"*

B. Charterer: *Company "UNION TOP MANAGEMENT LTD"*

It is hereby agreed that Carrier named above ("Company") acting in the name of Director Mr. Lu Zhang will charter and the Charterer acting in the name of Mr. Dario Cabrerios named above ("Charterer") will take on charter the Aircraft (as defined below) for carry out flight or flights set out in the Schedule below on the terms and conditions contained, or referred to in this Agreement (as defined below).

THE SCHEDULE

1. Aircraft type: IL-76 Reg. 4L-AWA Flight: AWG731/732
2. Route: Pyongyang -- Tehran (transit via Gostomel)
3. Payload and/or capacity chartered: 35'000 kg
4. Nature of cargo: oil industry spare parts
5. Flight for which the Aircraft is chartered, on the dates shown below (time UTC):

FLT Nbr	From	ETD	Date	To	ETA	Date
AWG 731	UKKM	07:30	07.12.2009	UBBB	10:40	07.12.2009
AWG 731	UBBB	14:20	08.12.2009	VCBI	23:00	08.12.2009
AWG 731	VCBI	00:30	09.12.2009	VTBS	05:00	09.12.2009
AWG 731	VTBS	17:00	09.12.2009	ZKPY	00:30	10.12.2009
AWG 732	ZKPY	05:30	10.12.2009	VTBS	13:10	10.12.2009
AWG 732	VTBS	01:00	11.12.2009	VCBI	05:30	11.12.2009
AWG 732	VCBI	07:00	11.12.2009	OMFJ	12:45	11.12.2009
AWG 732	OMFJ	01:40	12.12.2009	UKKM	07:30	12.12.2009
AWG 731	UKKM	10:00	12.12.2009	OIII	14:00	12.12.2009
AWG 732	OIII	16:00	12.12.2009	UBBB	17:10	12.12.2009

6. Charter Price:

- a. The monies have to be transferred by the "Charterer" in accordance with the invoice and put on to account of the "Company" before performance of the flight.
- b. The "Charterer" has to pay all bank transfer charges regarding transfer of the monies to the account of the "Company".

7. Special Conditions:

- a. All the arrangements regarding the carrying of the passengers and for carriage of their luggage /security, customs, police and medicine/ is the responsibility and to the account of the "Charterer".
- b. The flight shall be performed only in the case when all overfly and landing permissions en route have been granted.
- c. The "Charterer" shall pay ROYALTIES, if any.
- d. The provision of the transportation of all special equipment (cranes, forklifts etc) for loading and offloading due to large or heavy cargo, storage/warehouses fees at the site of departure or arrival, charges for certificates, customs and cargo documentation or inspection charges which are caused by the carriage of the cargo, fitting cargo charges is the responsibility and to the account of the "Charterer".
- e. The Charterer has to have all necessary documentation confirming legal right to make such transportation and responsible for coincidence of cargo mentioned in documentation. The captain has the right to cancel the flight performance, without compensation, if mentioned above conditions were not met. The cargo given to the carriage should not be classified as military or forbidden.
- g. Any costs incurred by "Company" on behalf of the "Charterer" will be invoiced at cost and are payable on receipt of invoice.

8. Force-majeure:

- a. The Parties shall be dissolved of all and obligation under the present Agreement and shall bear no mutual responsibility in the circumstances when the terms and conditions of the present Agreement can not be performed due to force-majeure caused by natural calamities, unavailability of fuel in a/p of destination, unavailability and the delay of flight due to technical reasons or outcomes of governmental actions.
- b. If any of the above-mentioned circumstances directly affects performance of obligations in time stipulated by the present Agreement, the said time shall be correspondingly extended for a period of such circumstances duration.
- c. If inability of complete or partial obligations performance due to force-majeure persists over a one month period, each of the Parties shall have the right to deny further obligations performance under this Agreement, and in this case neither of the Parties shall be entitled to demand reimbursement from the other Party possible losses.

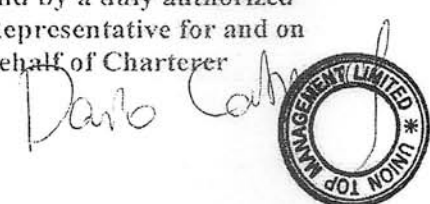
9. This Agreement is subject to the conditions of contract following which are especially incorporated into this Agreement.

Date: 04.12.2009.

SIGNED by a duly authorized
Representative for and on behalf
"SP TRADING LTD"



and by a duly authorized
Representative for and on
behalf of Charterer



AGREEMENT № 05-11-2009/01

"5" November 2009

Aircompany «Air West Ltd», further referred to as "the Lessor" in the person of its Director Mr. Kakabadze Levan, and aircompany "SP TRADING LTD" further referred to as "the Lessee" in the person of its director Lu Zhang, have entered into this Agreement as set forth below:

1. SUBJECT

1.1. The Lessor shall provide for leasing under ACMI without granted flight hours for operations under Lessee programs IL-76T Reg. 4L-AWA, cargo aircraft, maximum lifting capacity 45 tons, further referred to as the "Aircraft"; the flight crew, having authority for international operation; and the maintenance crew to undertake the cargo conveyances.

The flights will be organized in keeping with the schedule coordinated by both the Lessor and the Lessee in the most satisfactory way. The flights schedule already coordinated can only be changed by the Lessor having due regard to the force majeure circumstances whichever may apply.

The Maximum payload cannot exceed the corresponding engineering and navigation estimation (45 tons) and can only be reduced by the Aircraft captain depending on navigation circumstances.

2. GENERAL PROVISIONS

2.1. The Aircraft, spare parts, equipment and other assets which belong to the Lessor can under no circumstances be declared the property of the Lessee.

2.2 The Lessee should apply for the flight authorization on his own.

2.3 The Lessee should operate the aircraft in such a way so as to avoid any action which may cause the prohibition of the operation, arrest or confiscation of the aircraft or may bring to penalty imposed by official authorities either of Georgia or the country of sojourn.

2.4. The Lessee shall not transport the goods prohibited for transportation under the "Regulations on Cargo Air Conveyances", in particular, drugs.

3. THE AIRCRAFT

3.1. The aircraft specifications must correspond to all technical and commercial requirements made for the aircraft of such type and it also must be airworthy in all respects.

3.2. The aircraft must be airworthy and equipped with on-board kit in keeping with the technical standards adopted in Georgia and ICAO recommendation and it is required to have all documents necessary for the flight operation (board log, licenses, certificates, insurance policies, etc.) on board in compliance with the Air Code.

3.3 The Lessor ensures all necessary board documents for the aircraft and the documents required for the flight to be undertaken.

3.4. The aircraft has the Lessor's identification markings.

3.5. The Lessee ensures the documents for the transported cargo and also the documents for official registration of customs procedure.

4. THE CREW AND TECHNICAL PERSONNEL

4.1. The aircraft will be operated by the Lessor's crew in accordance with the requirements of national and international standards and rules acting in the country of aircraft's location and base.

4.2. The crew complement is determined by the «Aircraft Flight Manual» requirements and the Georgia Air Transport Department requirements and the maximum number of the crew members makes up 9 persons, 3 among them are assigned by the Lessor for the Aircraft maintenance work during the period of operation consistent with the program.

4.3. The substitution of crew or one of its members under the Lessor's initiative is made at the Lessor's expenses.

4.4. According to the normative rules adopted in Georgia, the crew must take a necessary rest before the flight. The crew will be provided with minimum 2 days-off per week in keeping with the scheme agreed upon by the aircraft's captain.

4.5. The aircraft's captain has the following rights:
-to postpone or cancel the departure having due regard to the meteorological conditions;
-to reduce the permissible payload in case of unfavorable meteorological conditions;
-to land, to stop for necessary repair, to change the route, or to stop operating the flight at all, having due regard for the air safety.

5. MAINTENANCE

5.1. The technical maintenance during the operation on the program is made by the Lessor in accordance with the Aircraft Technical Manual requirements and on the basis of the documents regulating the maintenance of the given type of aircraft in the sphere of Civil Aviation of Georgia.

5.2. During the term of the Agreement the Lessor provides technical equipment, spare parts and aggregates necessary for repair.

5.3. The Lessee shall provide the ground maintenance facilities when the aircraft is located in his airports and he shall bear expenses associated with it as well as pay the airport fees.

5.4. The Lessee shall meet the expenses associated with the aircraft refueling and provision of it with the lubricants and gases according to the Aircraft Technical Manual.

6. THE RIGHTS AND OBLIGATIONS OF THE PARTIES

6.1. The Lessor's rights and obligations:

6.1.1. The Lessor shall on fixed day and time provide the Lessee with the Aircraft, which must be in good technical state for cargo conveyances.

6.1.2. The Lessor has the right to dissolve the Agreement and return the aircraft to the base, notifying the Lessee 10 days beforehand in the following cases:

a) if the Lessee uses the aircraft with the purposes other than that indicated in the Clause 1.1. of this Agreement or in some other ways which are against the proper aviation operations or violate the Clause 2.4. of this Agreement;

b) if the Lessee fails to effect all necessary payments set forth in this Agreement(in keeping with the Supplement 1 to this Agreement).

6.1.3. The Lessor controls the Aircraft flight and technical operation which is realized by his representative on board of the Aircraft and by the inspector, which is sent to the place of the Aircraft's location 1 times a month during the program term.

6.1.4. The Lessor cannot recall the Aircraft and crew back to the base until this Agreement is terminated (except of the cases envisaged by the Clause. 6.1.2.)

6.1.5. The Lessor has the right to use spare cargo capacity for additional goods transportation and he can also use the Aircraft when it stands idle.

6.2 The Lessee's rights and obligations

6.2.1. The Lessee has no right to pass his rights and obligations under this Agreement to other physical and juridical persons.

6.2.2. The Lessee shall in good time advise the Lessor's crew about the route changes so the flight could be properly undertaken.

6.2.3. The Lessee renders necessary assistance to the Lessor in purchasing of spare parts, equipment, aircraft engines on account of mutual settlements under this Agreement.

6.2.4. The Lessee makes commitment to arrange the airport service and handling for the crew and the aircraft in the airports and to bear expenses associated with it. In doing so he shall:

- provide his representative during the aircraft arrival and departure;
- provide communication of the crew with the airport services for the aircraft maintenance and handling;
- provide at his own expense the aircraft crew and specialists with the hotel accommodation (minimum 3-star hotel), per diem subsistence allowances in amount of 20 USD and three meals a day per each crew member and catering during the operation, standing for more than 3 hours, as stipulated in the schedule, in cases of unforeseen delays due to the reasons beyond the Lessor's control and in the airports where the aircraft is based.

- provide at his own expense the Lessor's experts with vehicles, ensure the medical examination of the crew members in the airports of departure and also provide first aid or other medical services as needed.

- provide contact phones and other codes for communication with the Lessee's representatives in the airports of arrival.

6.2.5. The Lessee shall pay any additional governmental and local taxes and dues which may be levied on the Lessor's experts during the first arrival, the last departure and during their stay in other countries.

6.2.6. The Lessee shall advise the Lessor about the transportation program termination minimum 3 days before.

6.2.7. The Lessee shall ensure the Aircraft, crew and cargo protection against the illegal intrusion acts in keeping with the Supplement 2 to this Agreement.

6.2.8. The Lessee undertakes to effect payment in due time in compliance with the Addendum No1 and No2 to this Agreement.

6.2.9. Starting time begins one hour prior to a start of the Aircraft and makes 14 hours.

7. THE PARTIES' RESPONSIBILITIES

7.1. The Parties bear responsibility for the non-performance or improper performance of the obligations taken upon according to this Agreement in compliance with legislation of Georgia and international law.

7.2. The Party that infringes its obligations under this Agreement shall indemnify the other Party's losses.

7.3. The Party that infringes its obligations under this Agreement is released from the responsibility for non-performance or improper performance of its obligations provided this non-performance or improper performance happens due to any force-majeure circumstances or due to the reasons beyond this Party's control.

7.4. If one of the Parties causes damage to the personnel or property of the other Party, it should indemnify for this damage.

7.5. The Parties undertake to keep this Agreement confidential and they bear responsibility in case of any violation of this undertaking.

8. FORCE - MAJEURE

8.1. The Parties are released from responsibility in case if the whole or partial non-fulfillment of this Agreement provisions if any force-majeure circumstances apply. Such circumstances include: natural calamities, embargo, military operations, except of those cases when the Lessee himself sends the aircraft into the military operation zones, blockades, also the adoption of the legislative acts, which capable to change the legal and economic situation, other calamities or god's acts, strikes; prohibition or the absence of the official authorization of the countries on the route to overfly or to stay on their territory; or any other circumstances which apply after the date this Agreement was entered and if such circumstances cannot be prevented by the parties.

8.2. Should any force-majeure circumstance apply for any of the Parties, that Party must inform the other Party immediately.

8.3. In case any of the above mentioned circumstances prevented the prompt fulfillment of obligations under this Agreement, the term of this obligation should be prolonged until the circumstance no longer apply.

8.4. If the obligation cannot be fulfilled because of the force-majeure circumstance within one month then each Party is entitled to withdraw on the whole or partially from further fulfillment of its obligations under this Agreement.

8.5. When the force-majeure does not apply any more the parties can either agree upon the terms of this Agreement to be continued or dissolved.

9. PAYMENT AND SETTLEMENT PROCEDURE UNDER THE AGREEMENT

9.1. The payment amount and procedure is stipulated in the Addendum No1 and No2 to this Agreement which is an integral part of this Agreement.

10. THE TERM OF AGREEMENT

10.1 This Agreement comes into force upon the date of both Parties' signatures.

10.2. The aircraft will depart to commence operation in keeping with this Agreement on the day of the down payment receipt in accordance with the Supplement 1.

10.3. The Agreement will be in force up to the end of the month (November 2010)

11. ARBITRATION

11.1. Should some arguments or contradictions occur between the Parties concerning any issue stipulated in this Agreement or related to it, the Parties must apply every possible effort to settle them by negotiation.

11.2. If the contradictions or arguments cannot be settled in the course of negotiation within 10 days then the matter is committed to the parity commission for consideration. This commission must consist of: 4 persons (2- from each side).

The parity commission is established within 5 days upon written request of one of the Parties. If the parity commission cannot settle the argument within 10 days since it was established or if one of the Parties can not assign its representatives into the commission within stated 5 days the matter will be considered according to the Law of Georgia by the International Commercial Court of Arbitration.

12. INSURANCE

12.1. The Lessor shall provide the insurance cover within the residual cost of the aircraft stated in the item 1.1. of this Agreement and the crew members insurance as well. Insurance copies must be kept on board of the aircraft.

12.2. The Lessor provides the Insurance of the aircraft, crew members in the stated limits of civil responsibility and the third party over for the whole term of Agreement.

12.3. The Lessee provides the cargo property cover (aviation cargo) passengers insurance and other covers stipulated by the UN and the Aviation Authorities of the states of location.

12.4. The flights cannot be undertaken unless there are all required insurances, set forth in the items 12.1. and 12.2.

13. OTHER TERMS

13.1. All Amendments and Addendums to the terms of this Agreement will be valid upon the signatures of both Parties' authorized representatives.

13.2. Any interactions of the parties which are not stipulated in this Agreement are regulated by the current legislation of Georgia.

13.3. All Supplements to the given Agreement, signed by both Parties are considered its integral part.

13.4. Any correspondence between the Parties must be sent to their juridical addresses.

13.5. If this Agreement is cancelled the Lessee shall provide the return flight of the aircraft within 7 days and he shall bear all expenses associated with this return.

13.6. The cancellation of this Agreement does not release any Party from any due payment or obligations under this Agreement.

14. CONCLUDING PROVISIONS

14.1. The Agreement is made in 2 (two) copies each having equal value.

14.2. The Agreement can be cancelled upon the consent of both Parties provided there is a prior written notification about such intention minimum 10 days before the scheduled expiration.

15. JURIDICAL ADDRESSES OF THE PARTIES AND SIGNATURES

THE LESSOR:
"AIR WEST LTD:"

Intermediary Bank:
JP Morgan Chase Bank, New York, USA
SWIFT: CHASUS33
Account with Institution:
Bank of Georgia, SWIFT: BAGAGE22
3, Pushkin Street, 0105 Tbilisi, Georgia
Beneficiary: AIR WEST LTD
Account: 115742400

THE LESSEE:
"SP TRADING LTD"

Beneficiary bank: Sampo Bank
(Danske Bank A/S Estonia Branch)
IBAN: EE24 3300 3334 8055 0009
Swift: FORE EE2X
Intermediary bank:
Correspondent Bank: Deutsche Bank
Trust Company New York
SWIFT codes: BKTR US33



ს ა ქ ა რ თ ვ ე ლ ო

GEORGIA

საქართველოს რეგიონული განვითარებისა და ინფრასტრუქტურის სამინისტრო
ერთიანი სატრანსპორტო ადმინისტრაცია

MINISTRY OF REGIONAL DEVELOPMENT AND INFRASTRUCTURE OF GEORGIA
UNITED TRANSPORT ADMINISTRATION

სამოქალაქო საჰაერო ხომალდის

რეგისტრაციის მოწმობა

CERTIFICATE OF REGISTRATION
of Civil Aircraft

№ . 299 .

1. საჰაერო ხომალდის
ნაციონალური და
სარეგისტრაციო ნიშანი
Aircraft national &
registration marks
4L-AWA

2. საჰაერო ხომალდის აღნიშვნა და მისი
დამამზადებელი
Manufacturer and Manufacturer's designation of
aircraft
IL-76T
უზბეკეთი
UZBEKISTAN

3. საჰაერო ხომალდის სერიული
(საქარხნო) ნომერი
Serial (manufacture)
Number
003426765

4. მესაკუთრე "OVERSEAS CARGO" FZE
(დასახელება)

Owner "OVERSEAS CARGO" FZE
(Name)

5. მესაკუთრის მისამართი P.O.Box 8950, Sharjah Freezone
(მისამართი)

Address of owner P.O.Box 8950, Sharjah Freezone
(Address)

6. ექსპლუატანტი შპს „ეარ ვესტი“
(დასახელება)

Operator "Air West" LTD
(Name)

7. ექსპლუატანტის მისამართი საქართველო, ბათუმი - ვაჟბეგის ქ. №21
(მისამართი)

Address of operator Kazbegi st. 21, Batumi, Georgia
(Address)

8. ამ მოწმობით დასტურდება, რომ საჰაერო ხომალდი შეტანილია საქართველოს სამოქალაქო საჰაერო ხომალდების სახელმწიფო რეესტრში, საქართველოს საჰაერო კოდექსისა და „საერთაშორისო სამოქალაქო ავიაციის შესახებ“ ჩიკაგოს 07.12.1944 წლის კონვენციის შესაბამისად.

This is to certify that the aircraft has been doely entered into State Register of Civil Aircraft of Georgia in accordance with the Air Code of Georgia and Chicago Convention on International Civil Aviation of 07.12.1944.

9. ეს მოწმობა გაცემულია მხოლოდ სარეგისტრაციოდ და არ ითვლება საჰაერო ხომალდის საკუთრების დამადასტურებელ საბუთად.

This Certificate is issued for registration purpose only and is not the document to certify the right for aircraft ownership.

სამოქალაქო ავიაციის
დეპარტამენტი
CIVIL AVIATION DEPARTMENT

ა. ხოჯელანი
A. KHOJELANI

(ხელმოწერა Signature)

ბ.ა.

გაცემის თარიღი

Date of issue 24.09.2009.



公司註冊處
Companies Registry

法團成立表格
(股份有限公司)
Incorporation Form
(Company Limited by Shares)

(《公司條例》第 14A 條)
(Companies Ordinance s. 14A)

存案 Filed

公司編號 CR No.
1386743

表格
Form

NC1

重要事項 Important Notes

- 填表前請參閱《填表須知》。
請用黑色墨水列印。
- Please read the accompanying notes before completing this form.
Please print in black ink.

1 擬採用的公司名稱 Intended Company Name

擬採用的公司英文名稱 Intended English Company Name

UNION TOP MANAGEMENT LIMITED

擬採用的公司中文名稱 Intended Chinese Company Name

聯高管理有限公司

2 公司類別 Type of Company

請在適用的空格內加上 ✓ 號 Please tick the relevant box



私人 Private



非私人 Non-private

3 公司在香港的註冊辦事處擬採用的地址

The Intended Address of the Company's Registered Office in Hong Kong

Room D, 3/F., Thomson Commercial Building, 8-10 Thomson Road, Wanchai, Hong Kong.

(「轉交」地址及郵政信箱號碼恕不接受 'Care of' addresses and post office box numbers are not acceptable)

4 電郵地址 E-mail Address

(NIL)

提交人的資料 Presenter's Reference

姓名 Name: TEAM VICTORIA LIMITED

地址 Address: Room D, 3/F., 8 Thomson Road,
Wanchai, Hong Kong

電話 Tel: 2528 6776

傳真 Fax:

電郵地址 E-mail Address:

檔號 Reference:

指明編號 1/2008 (2008 年 7 月)
Specification No. 1/2008 (July 2008)

請勿填寫本欄 For Official Use



23400490203

NC1

27/10/2009

6900

5 股本 Share Capital

擬註冊股本 Share Capital to be Registered				創辦成員 共承購各類股份的 總面值 Total Nominal Value of Each Class of Shares to be Taken by Founder Member(s) †
股份類別 Class of Shares	股份數目 Number of Shares	每股的面值 Nominal Value of Each Share †	各類股份的總面值 Total Nominal Value of Each Class †	
	(a)	(b)	(a) x (b)	
Ordinary	10,000	HK\$1.00	HK\$10,000.00	HK\$1.00
總值 Total			HK\$10,000.00	HK\$1.00

† 請註明貨幣單位(例如：港元、美元)
Please specify the currency (e.g. HKD, USD)

6 創辦成員 Founder Members

(如有超過兩名創辦成員，請用續頁A填報 Use Continuation Sheet A if more than 2 founder members)

1 中文姓名／名稱 Name in Chinese	悅泰發展有限公司	
英文姓名／名稱 Name in English	EASYTIME DEVELOPMENT LIMITED	
地址 Address	Room D, 3/F., Thomson Commercial Building, 8-10 Thomson Road, Wanchai, Hong Kong.	
承購的股份 Shares to be taken	Ordinary	1
	股份類別 Class of shares	股份數目 Number of shares
2 中文姓名／名稱 Name in Chinese		
英文姓名／名稱 Name in English		
地址 Address		
承購的股份 Shares to be taken		
	股份類別 Class of shares	股份數目 Number of shares

7 首任秘書 First Secretary

(如有超過一名個人或法人團體秘書，請用續頁 B 填報 Use Continuation Sheet B if more than 1 individual or corporate secretary)

A. 個人秘書 Individual Secretary

中文姓名
Name in Chinese

英文姓名
Name in English

姓氏 Surname 名字 Other Names

前用姓名／別名
Previous Names／Alias

前用姓名 Previous Names 別名 Alias

香港住址
Hong Kong Residential Address

(「轉交」地址及郵政信箱號碼恕不接受 'Care of' addresses and post office box numbers are not acceptable)

電郵地址
E-mail Address

身份證明 Identification

a 香港身份證號碼
Hong Kong Identity Card Number

b 護照
Passport

簽發國家 Issuing Country 號碼 Number

B. 法人團體秘書 Corporate Secretary

中文名稱
Name in Chinese

昌維有限公司

英文名稱
Name in English

TEAM VICTORIA LIMITED

香港地址
Hong Kong Address

Room D, 3/F., Thomson Commercial Building, 8-10 Thomson Road, Wanchai, Hong Kong.

(「轉交」地址及郵政信箱號碼恕不接受 'Care of' addresses and post office box numbers are not acceptable)

電郵地址
E-mail Address

(NIL)

公司編號 Company Number
(只適用於在香港註冊的法人團體)
(Only applicable to body corporate registered in Hong Kong)

712532

8 首任董事 First Directors

A. 個人董事 Individual Director

(如有超過一名個人董事，請用續頁 C 填報 Use Continuation Sheet C if more than 1 individual director)

中文姓名
Name in Chinese

英文姓名
Name in English

姓氏 Surname	名字 Other Names
------------	----------------

前用姓名
Previous Names

別名
Alias

住址
Residential
Address

	國家 Country
--	------------

(「轉交」地址及郵政信箱號碼恕不接受 'Care of' addresses and post office box numbers are not acceptable)

電郵地址
E-mail Address

身份證明 Identification

a 香港身份證號碼
Hong Kong Identity Card Number

b 護照
Passport

簽發國家 Issuing Country	號碼 Number
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提示 Advisory Note

所有公司董事均應閱讀公司註冊處編製的《有關董事責任的非法定指引》的最新版本，並熟悉該指引所概述的董事一般責任。

All directors of the company are advised to read the latest version of the 'Non-Statutory Guidelines on Directors' Duties' published by the Companies Registry and acquaint themselves with the general duties of directors outlined in the Guidelines.

出任董事職位同意書 Consent to Act as Director

本人同意在公司成立為法團時出任其董事，並確認本人已年滿 18 歲。

I consent to act as a director of the company on its incorporation and confirm that I have attained the age of 18 years.

簽署 Signed :

8 首任董事 First Directors (續上頁 cont'd)

B. 法人團體董事 Corporate Director

(如有超過一名法人團體董事，請用續頁 D 填報 Use Continuation Sheet D if more than 1 corporate director)

中文名稱
Name in Chinese

悅泰發展有限公司

英文名稱
Name in English

EASYTIME DEVELOPMENT LIMITED

地址
Address

Room D, 3/F., Thomson Commercial Building,
8-10 Thomson Road, Wanchai, Hong Kong.

N/A

國家 Country

(「轉交」地址及郵政信箱號碼恕不接受 'Care of' addresses and post office box numbers are not acceptable)

電郵地址
E-mail Address

(NIL)

公司編號 Company Number

(只適用於在香港註冊的法人團體)

(Only applicable to body corporate registered in Hong Kong)

1189887

提示 Advisory Note

所有公司董事均應閱讀公司註冊處編製的《有關董事責任的非法定指引》的最新版本，並熟悉該指引所概述的董事一般責任。

All directors of the company are advised to read the latest version of the 'Non-Statutory Guidelines on Directors' Duties' published by the Companies Registry and acquaint themselves with the general duties of directors outlined in the Guidelines.

出任董事職位同意書 Consent to Act as Director

本人謹代表上述公司確認，上述公司同意在公司成立為法團時出任其董事。

I, acting on behalf of the above named company, confirm that the above company consents to act as a director of this company on its incorporation.

簽署 Signed :



法人團體董事的董事/秘書/獲授權人士*

~~Director~~ / ~~Secretary~~ / Authorized Person of the Corporate Director *

* 請刪去不適用者 Delete whichever does not apply

9 遵從公司註冊規定陳述書 Statement of Compliance on Incorporation

請在適用的空格內加上 ✓ 號 Please tick the relevant box

☐ 本人為[公司的創辦成員／名列本表格內的董事／名列本表格內的秘書]*，現核證公司已遵從《公司條例》中與註冊有關的所有或任何規定及與註冊的先決及附帶事宜有關的所有或任何規定。

I, being the [founder member of the company / director named in this form / secretary named in this form] *, hereby certify that this company has complied with all or any of the requirements of the Companies Ordinance in respect of registration and of matters precedent and incidental thereto.

如創辦成員／董事／秘書屬法人團體

For cases where the founder member / director / secretary is a body corporate

☒ 本人為，
[公司的創辦成員的董事／秘書／獲授權人士*
名列本表格內的法人團體董事的董事／秘書／獲授權人士*
名列本表格內的法人團體秘書的董事／秘書／獲授權人士]*，
現代表該創辦成員／法人團體董事／法人團體秘書核證，公司已遵從《公司條例》中與註冊有關的所有或任何規定及與註冊的先決及附帶事宜有關的所有或任何規定。

I, being the [~~director / secretary~~ / authorized person] * and acting on behalf of the [~~corporate founder member of the company / corporate director named in this form / corporate secretary named in this form~~], hereby certify that this company has complied with all or any of the requirements of the Companies Ordinance in respect of registration and of matters precedent and incidental thereto.

* 請刪去不適用者 Delete whichever does not apply

簽署 Signed:

姓名 Name:

CLAUDIA CHENG

本表格包括下列續頁。 This Form includes the following Continuation Sheet(s).

續頁 Continuation Sheet(s)	A	B	C	D
頁數 Number of pages	(NIL)	(NIL)	(NIL)	(NIL)

For and on behalf of
EASYTIME DEVELOPMENT LIMITED

簽署 Signed:

Authorized Signature(s)

簽署 Signed:

姓名 Name: EASYTIME DEVELOPMENT LIMITED

創辦成員 Founder Member

姓名 Name: (NIL)

創辦成員 Founder Member

(如公司只有一名創辦成員，請刪去其餘的簽署欄 Please delete one signature space if the company has only one Founder Member)

日期 Date: 27-10-2009

日 DD / 月 MM / 年 YYYY