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ORALABS HOLDING CORP
Form SC 13D/A
October 05, 2005

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D
Under the securities Exchange Act of 1934
(Amendment No. 2)*

OraLabs Holding Corp.

(Name of Issuer)

Common Stock

(Title of Class of Securities)

684029200

(CUSIP Number)

Douglas B. Koff, Esq., Koff, Corn & Berger, P.C.
303 E. 17th Ave., Ste. 940, Denver, CO 80203 (303) 861-1166

(Name, Address and Telephone Number of Person Authorized to
Receive Notices and Communications)

February 23, 2005

(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of Sections 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See ss.240.13d-7 for other parties to whom copies are to be sent.

*The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover letter.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

SEC 1746 (11-03) Persons who respond to the collection of information contained in this form are not required to respond unless the form displays a currently valid OMB control number.

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CUSIP No. 684029200

1. Names of Reporting Persons. I.R.S. Identification Nos. of above persons (entities only).

Gary H. Schlatter

2. Check the Appropriate Box if a Member of a Group (See Instructions)

(a)

(b)

3. SEC Use Only.....

4. Source of Funds (See Instructions)....OO.....

5. Check if Disclosure of Legal Proceedings is Required Pursuant to Items 2(d) or 2(e).....

6. Citizenship or Place of Organization..USA.....

Number of Shares Beneficially by Owned by Each Reporting Person With	7.	Sole Voting Power.....	3,629,350.....
	8.	Shared Voting Power.....	100,000.....
	9.	Sole Dispositive Power.....	3,629,350.....
	10.	Shared Dispositive Power.....	100,000.....

11. Aggregate Amount Beneficially Owned by Each Reporting Person.....3,729,350.....

12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions).....

13. Percent of Class Represented by Amount in Row (11).....79.47%.....

14. Type of Reporting Person (See Instructions)

.....IN.....
.....
.....

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2 of 4

INFORMATION SHEET FOR SCHEDULE 13D

- Item No. 1 Security and Issuer. The class of equity securities to which this statement relates is common stock of OraLabs Holding Corp. (the "Company"). The principal executive offices of the Company are located at 18685 E. Plaza Drive, Parker, Colorado 80134.
- Item No. 2 Identity and Background. (a) Gary H. Schlatter; (b) 18685 E. Plaza Drive, Parker, Colorado 80134; (c) Mr. Schlatter's present principal occupation is the chief executive officer of the Company, whose principal business is the manufacture and sale of breath products and lip balm products; (d) During the last five years, Mr. Schlatter has not been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors); (e) During the last five years, Mr. Schlatter was not a party to a civil proceeding of a judicial or administrative body of competent jurisdiction as a result of which he was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws; (f) Mr. Schlatter is a citizen of the United States.
- Item No. 3 Source and Amount of Funds or Other Consideration. Under a Stock Exchange Agreement entered into between OraLabs Holding Corp., NVC Lighting Investment Holdings Limited ("NVC"), and the owners of NVC, Mr. Schlatter agreed that if closing of the transactions contemplated in the Stock Exchange Agreement occurs, all of the shares owned by Mr. Schlatter individually in OraLabs Holding Corp. would be redeemed by the Company and the Company would transfer to Mr. Schlatter all of the Company's shares that it owns in its wholly-owned subsidiary, OraLabs, Inc. This Schedule 13D is not being filed with respect to any proposed acquisition of shares of OraLabs Holding Corp. by the undersigned, but rather is being filed with respect to certain contracts described in Item 6 below.
- Item No. 4 Purpose of Transaction. The purpose of the proposed transaction is not for the acquisition of any securities of the Company by the undersigned. If the transactions described in the Stock Exchange Agreement are consummated, it would result in a reorganization of the Company under which: (a) the business of the Company would be that of NVC rather than that of OraLabs, Inc., the Company's subsidiary, and the business previously conducted by OraLabs would be wholly-owned by Mr. Schlatter as a private company; (b) substantially all of the assets of the Company, which is the ownership of its wholly-owned subsidiary, would be transferred to Mr. Schlatter and the Company would redeem all of the shares in the Company owned individually by Mr. Schlatter; (c) the Company would acquire all of the assets of NVC through its acquisition of ownership of that entity as a wholly-owned subsidiary; (d) all existing board members would resign and a new slate of directors would be elected who were nominated by principals of NVC; and (e) control of the Company

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would change from Mr. Schlatter to the NVC principals, or their designees, who will acquire approximately 94% of the outstanding shares of the Company.

Item No. 5 Interest in Securities of the Issuer. (a) The aggregate number of securities owned by Mr. Schlatter is 3,729,350, which comprises approximately 79.47% of the common stock of the Company and which includes 100,000 shares held in The Schlatter Family Partnership, of which Mr. Schlatter and his wife are general partners; (b) Mr. Schlatter has the sole power to vote and to direct the vote of all of the securities being reported upon except for the 100,000 shares in The Schlatter Family Partnership, in which he and his spouse are the General Partners who share voting power. Mr. Schlatter disclaims any beneficial interest in securities of the Company titled in his spouse's name and in her capacity as a general partner of The Schlatter Family Partnership, and the filing of this schedule shall not be construed as an admission that he is, for the purposes of Section 13(d) or 13(g) of the Securities Exchange Act of 1934, as amended, or otherwise, the beneficial owner of such securities; (c) Mr. Schlatter did not engage in any other transactions in the class of securities reported on during the past 60 days; (d) none; (e) not applicable.

Item No. 6 Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer. The Stock Exchange Agreement described above constitutes a contract and arrangement under which Mr. Schlatter has agreed to vote his shares in favor of the transactions contemplated by that Agreement, and specifically but not as a limitation, Mr. Schlatter agrees to vote in favor of the transactions under which OraLabs will acquire the business of NVC, issue shares to NVC principals (or their designees) in an amount equal to approximately 94% of all outstanding shares of the Company, redeem all of the shares of the Company owned individually by Mr. Schlatter, and transfer ownership of the Company's wholly-owned subsidiary to Mr. Schlatter.

Item No. 7 Materials to be Filed as Exhibits. The Stock Exchange Agreement entered into between the Company, NVC, and NVC Shareholders, and consented to by OraLabs, Inc. and the undersigned, dated February 23, 2005, is attached hereto as Exhibit 1.

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

October 5, 2005

By: /s/ Gary H. Schlatter

Gary H. Schlatter

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EXHIBIT 1 (STOCK EXCHANGE AGREEMENT)

THE SECURITIES TO BE ISSUED BY ORALABS HOLDING CORP. ("ORALABS") UNDER THIS STOCK EXCHANGE AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "1933 ACT"), IN RELIANCE UPON REGULATION S AND OTHER EXEMPTIONS UNDER THE 1933 ACT. INVESTORS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME. THE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION, ANY STATE SECURITIES COMMISSION OR ANY OTHER REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF THIS OFFERING OR THE ACCURACY OR INADEQUACY OF THIS STOCK EXCHANGE AGREEMENT AND OTHER RELATED DOCUMENTS. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL. THE PERSONS ACQUIRING THE COMMON STOCK OF ORALABS MUST REPRESENT THAT THEY WILL NOT ENGAGE IN ANY HEDGING TRANSACTIONS FOR ONE YEAR UNLESS IN COMPLIANCE WITH THE 1933 ACT.

STOCK EXCHANGE AGREEMENT

THIS STOCK EXCHANGE AGREEMENT (hereinafter referred to as this "Agreement"), is entered into as of this 23 day of February, 2005, by and among OraLabs Holding Corp., a Colorado corporation ("OraLabs"); NVC Lighting Investment Holdings Limited ("NVC"), a company organized in the Hong Kong Special Administrative Region in The People's Republic of China, including its wholly owned subsidiary, NVC Industrial Development Co., Limited ("NVCI"), a company organized as a Sino-foreign joint investment enterprise in Huizhou, Guangdong Province in The People's Republic of China ; and Mr. Chang-Jiang Wu, Mr. Yong-Hong Wu, and Mr. Du Gang listed on Schedule 1(a) to this Agreement, being the only shareholders and sole registered capital owners of NVC (the "Shareholders"), upon the following premises:

RECITALS

A. OraLabs is presently a registered public company with the U.S. Securities and Exchange Commission under the Securities Exchange Act of 1934 (File No. 000-23039). OraLabs has a subsidiary, OraLabs, Inc., which is its principal operating company, as well as another subsidiary, O.H. Sub Corp., which has never conducted any business. OraLabs.

B. The Shareholders of NVC own all of the issued and outstanding registered ordinary shares of NVC (the "NVC Stock") which in turn owns the entire registered capital of NVCI.

C. The Shareholders of NVC have agreed to transfer to OraLabs, and OraLabs has agreed to acquire, and exchange all of their ownership of the registered ordinary shares of NVC from the Shareholders in exchange for shares representing ninety percent (90%) of the total fully diluted outstanding common stock of OraLabs calculated after this stock exchange and after the completion of the redemption of shares described in Recital D that will be completed immediately following the stock exchange described in this Recital C, subject to and pursuant to the terms and conditions set forth in this Agreement, which percentage may increase up to ninety four percent (94%) as described in Section 1.1 of this Agreement.

D. Immediately following the stock exchange described in Recital C, OraLabs will redeem all of the shares of common stock of OraLabs owned by Gary H. Schlatter in his individual name in exchange for the issuance to Gary Schlatter of all of the common stock of OraLabs, Inc., 100% of which is owned by OraLabs, and OraLabs will have no tangible assets or liabilities as of the closing of the stock exchange with NVC.

E. NVC together with its wholly-owned foreign subsidiary, NVCI, will

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become wholly-owned subsidiaries of OraLabs upon closing of the stock exchange.

AGREEMENT

NOW THEREFORE, on the stated premises and for and in consideration of the mutual covenants and agreements hereinafter set forth and the mutual benefits to the parties to be derived herefrom, it is hereby agreed as follows:

ARTICLE I PLAN OF EXCHANGE

1.1 THE EXCHANGE. At the Closing (as defined in Section 1.3 below), the Shareholders hereby agree to assign, transfer, and deliver to OraLabs, free and clear of all liens, pledges, encumbrances, charges, restrictions, or claims of any kind, nature, or description, their shares of NVC Stock duly endorsed for transfer to OraLabs or accompanied by stock powers executed in blank by the Shareholders, and OraLabs agrees to acquire such shares on such date by issuing and delivering in exchange therefor solely shares of OraLabs common voting stock, par value \$.001, which will represent 90% of the fully diluted total issued and outstanding shares of the Common Stock of OraLabs (the "OraLabs Stock") after the issuance of shares to non-employee directors pursuant to Section 4.16 and completion of the redemption of shares owned by Gary H. Schlatter individually, to be issued to the Shareholders and their designees as listed on Schedule 1(b), in full satisfaction of any right or interest which the Shareholders held in the NVC Stock. The OraLabs Stock will be issued to the Shareholders and their designees with a restrictive legend as set forth in Section 3.3 hereof. Any fractional shares that will result due to such pro rata distribution will be rounded up to the next highest whole number. As a result of the exchange of the NVC Stock in exchange for the OraLabs Stock, NVC will become a wholly-owned subsidiary of OraLabs and the Shareholders of NVC and its designees will own ninety percent (90%) of the then fully diluted issued and outstanding common stock of OraLabs. At the Closing, OraLabs will redeem all of the shares of Common Stock owned by Gary H. Schlatter in his individual name, in exchange for the issuance of the OraLabs, Inc. common stock described in Recital D.

There shall be an adjustment to the number of shares to be issued to the Shareholders of NVC as described above from 90% to up to 94% in the event that there is more than \$3,380,000 (all references in this Agreement to "\$" mean United States dollars) in NVC net after tax income on a consolidated basis based upon generally accepted accounting principles in the United States for its fiscal year ended December 31, 2004, as follows:

- (a) if the consolidated net after-tax profits of NVC is \$7,000,000 or more for such fiscal year, then the equity Shareholders of NVC shall be entitled to additional shares of the common stock of OraLabs such that NVC will own 94% of the total outstanding shares of the common stock of OraLabs on a fully diluted basis upon the closing of this Agreement, rather than 90% as provided above; or
- (b) if the consolidated net after-tax profits of NVC is more than \$3,380,000 but less than \$7,000,000 then the Shareholders of NVC shall be entitled to additional shares of the common stock of OraLabs of up to an additional 3.99% of the total number of shares to be outstanding on the closing of this Agreement, determined by the proportionate difference in net profits of

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\$3,380,000 and \$7,000,000; for example, if the net profits of NVC are \$5,190,000 for its fiscal year ended December 31, 2004, then the Shareholders of NVC will be entitled to 92% of the total outstanding shares of OraLabs on a fully diluted basis upon the closing of this Agreement, rather than 90% as provided above.

2

1.2 ANTI-DILUTION. The number of shares of OraLabs Stock shall be appropriately adjusted to take into account any stock split, stock dividend, reverse stock split, recapitalization, or similar change in the OraLabs common stock, par value \$.001, which may occur between the date of the execution of this Agreement and the date of delivery of such shares.

1.3 CLOSING. The closing ("Closing") of the transactions contemplated by this Agreement shall be thirty (30) days after the mailing date (the "Closing Date") of the Schedule 14A or 14C Proxy Statement or Information Statement to be sent to the shareholders of OraLabs after it has been approved by the U.S. Securities and Exchange Commission ("SEC"), unless extended in writing by the parties. The order of events at the Closing will be as set forth in the Recitals.

In the event that the Closing is delayed because the proxy or information statement remains subject to review by the SEC, the Closing Date will be extended to accommodate the SEC review process and the time required to thereafter hold a special meeting of the OraLabs shareholders. Notwithstanding the foregoing, if this Agreement does not close by June 30, 2005, either party may terminate this Agreement unless said date is extended under Section 8.1(d).

1.4 CLOSING EVENTS. At the Closing, each of the respective parties hereto shall execute, acknowledge, and deliver (or shall cause to be executed, acknowledged, and delivered) any and all stock certificates, officers' certificates, opinions, financial statements, schedules, agreements, resolutions, rulings, or other instruments required by this Agreement to be so delivered at or prior to the Closing, including the documents and stock certificates provided in paragraphs 5.2 and 5.3 herein, together with such other items as may be reasonably requested by the parties hereto and their respective legal counsel in order to effectuate or evidence the transactions contemplated hereby. If agreed to by the parties, the Closing may take place through the exchange of documents by efax, fax, email and/or express courier.

ARTICLE II REPRESENTATIONS, COVENANTS, AND WARRANTIES OF NVC

As an inducement to, and to obtain the reliance of, OraLabs, NVC represents and warrants as follows, which representations and warranties will remain accurate at the time of Closing :

2.1 ORGANIZATION. NVC is a company duly organized, validly existing, and in good standing under the laws of the Hong Kong Special Administrative Region in The People's Republic of China ("PRC"). NVC has the power and is duly authorized, qualified, franchised, and licensed under all applicable laws, regulations, ordinances, and orders of public authorities to own all of its properties and assets and to carry on its business in all material respects as it is now being conducted, including qualification to do business as a foreign corporation in jurisdictions in which the character and location of the assets owned by it or the nature of the business transacted by it requires qualification. The execution and delivery of this Agreement does not, and the consummation of the transactions contemplated by this Agreement in accordance

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with the terms hereof will not, violate any provision of NVC's organizational documents. NVC has taken all action required by laws, its articles of organization, certificate of business registration, or otherwise to authorize the execution and delivery of this Agreement. NVC has full power, authority, and legal right and has taken all action required by law, and otherwise to consummate the transactions herein contemplated. NVC owns all of the outstanding securities of its wholly-owned subsidiary, NVCI, and does not own, beneficially or of record, any shares of any other corporation. No authorization, approval, consent, or order of, or registration, declaration, or filing with, any court or other governmental body is required in connection with the execution and delivery by NVC of this Agreement and the consummation by NVC of the transactions contemplated hereby.

3

2.2 CAPITALIZATION. The authorized capitalization of NVC consists solely of 90,999,998 shares of ordinary stock, par value HK\$1, of which 11,000,000 ordinary shares are currently issued and outstanding. All issued and outstanding shares are legally issued, fully paid, and non-assessable and were not issued in violation of the pre-emptive or other rights of any person. NVC has not granted any options, warrants, or other convertible securities.

2.3 FINANCIAL STATEMENTS.

- (a) Promptly after mutual execution of this Agreement, NVC and its subsidiary, NVCI, will provide to OraLabs their consolidated audited balance sheets at December 31, 2003 and 2002, and the related audited consolidated statements of operations, stockholders' equity and cash flows for the years ended December 31, 2003 and 2002, together with notes to such statements and the opinion of Murrell, Hall, McIntosh & Co., PLLP and Henny Wee & Co., independent certified public accountants, with respect thereto. All of these consolidated financial statements will be included in the NVC Schedules.
- (b) All such consolidated financial statements will have been prepared in accordance with generally accepted accounting principles in the United States. The NVC balance sheets will present fairly as of their date the consolidated financial condition of NVC. NVC and its wholly-owned subsidiary, NVCI, will not have, as of the date of such consolidated balance sheets, except as and to the extent reflected or reserved against therein, any liabilities or obligations (absolute or contingent) which should be reflected in the consolidated balance sheets or the notes thereto, prepared in accordance with generally accepted accounting principles in the United States, and all assets reflected therein will be properly reported and present fairly the value of the assets of NVC and its wholly-owned subsidiary, NVCI, in accordance with such generally accepted accounting principles. The consolidated statements of income, condensed consolidated stockholders' equity, and consolidated cash flows will reflect fairly the information required to be set forth therein by generally accepted accounting principles in the United States.
- (c) NVC will deliver unaudited balance sheets and the related unaudited statements of income, changes in stockholders' equity and cash flow for the year ended December 31, 2004 promptly after execution of this Agreement as well as such statements for each quarter thereafter which shall be

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delivered to OraLabs not later than 30 days after the end of each quarter, including in each case the notes thereto. Such financial statements and notes will fairly present the financial condition and the results of operations, changes in stockholders' equity, and cash flow of NVC as at the respective dates of and for the periods referred to in such financial statements, all in accordance with generally accepted accounting principles, subject in the case of interim financial statements to normal recurring year-end adjustments (the effect of which will not, individually or in the aggregate, be materially adverse). NVC shall provide such unaudited financial information and pro forma financial information to OraLabs as may be necessary for the Form 8-K current reports, Schedule 14C or proxy statement requirements of the U.S. Securities and Exchange Commission regarding this Agreement and the Closing. NVC will complete and deliver to OraLabs its audit of its consolidated financial statements for its fiscal year ended December 31, 2004, as soon as reasonably possible, but in any event by no later than March 31, 2005.

4

- (d) NVC and its wholly-owned subsidiary, NVCI, have filed all national, province, and local income tax returns required to be filed by them from inception to the date hereof and all taxes have been paid or are being paid when due. None of such income tax returns have been examined or audited in the PRC. NVC and the Shareholders acknowledge and agree that they are relying solely upon their own analysis of the tax consequences to them and to OraLabs upon completion of the transactions contemplated by this Agreement and are not relying upon OraLabs or any of its officers, directors, attorneys or agents with respect thereto.
- (e) NVC and its wholly-owned subsidiary, NVCI, do not owe any unpaid national, province, county, local, or other taxes (including any deficiencies, interest, or penalties), except for taxes accrued but not yet due and payable, for which NVC and its wholly-owned subsidiary, NVCI, may be liable in their own right or as a transferee of the assets of, or as a successor to, any other corporation or entity. Furthermore, except as accruing in the normal course of business, NVC and its wholly-owned subsidiary, NVCI, do not owe any past due accrued and unpaid taxes to the date of this Agreement.
- (f) The books and records, financial and otherwise, of NVC and its subsidiary, NVCI, are in all material respects complete and correct and have been maintained in accordance with good business and accounting practices.
- (g) NVC and its wholly-owned subsidiary, NVCI, have good and marketable title to their assets and, except as set forth in the NVC Schedules or the consolidated financial statements of NVC or the notes thereto, has no material contingent liabilities, direct or indirect, matured or unmatured.
- (h) The audited consolidated financial statements of NVC for the year ended December 31, 2004 will show not less than \$3,380,000 in net after-tax income on a consolidated basis in accordance with generally accepted accounting principles in the United States.

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2.4 INFORMATION. The information concerning NVC set forth in this Agreement and in the NVC Schedules is complete and accurate in all material respects and does not contain any untrue statement of a material fact or omit to state a material fact required to make the statements made, in light of the circumstances under which they were made, not misleading. All information provided by NVC to OraLabs in writing or in any other media form will be in the English language and will be a complete and accurate translation of the other language, if any, in which such information was originally prepared.

2.5 OPTIONS OR WARRANTS. There are no existing options, warrants, calls, or commitments of any character relating to the authorized and unissued NVC Stock.

2.6 ABSENCE OF CERTAIN CHANGES OR EVENTS. Except as set forth in this Agreement or the NVC Schedules, as of the most recent NVC consolidated balance sheet, when received:

- (a) except in the normal course of business, there will not be (i) any material adverse change in the business, operations, properties, assets, or condition of NVC and its wholly-owned subsidiary, NVCI; or (ii) any damage, destruction, or loss to NVC and its wholly-owned subsidiary, NVCI (whether or not covered by insurance) materially and adversely affecting the business, operations, properties, assets, or condition of NVC and its wholly-owned subsidiary, NVCI;

5

- (b) NVC and its wholly-owned subsidiary, NVCI, will not have (i) borrowed or agreed to borrow any funds or incurred, or become subject to, any material obligation or liability (absolute or contingent) not otherwise in the ordinary course of business, and except for capital raised by issuance of debt or equity in a private placement or other capital raising transaction deemed advisable by NVC; (ii) paid any material obligation or liability not otherwise in the ordinary course of business (absolute or contingent) other than current liabilities reflected in or shown on the most recent NVC consolidated balance sheet, and current liabilities incurred since that date in the ordinary course of business; (iii) sold or transferred, or agreed to sell or transfer, any of its assets, properties, or rights not otherwise in the ordinary course of business (except assets, properties, or rights not used or useful in its business which, in the aggregate have a value of less than \$1,000,000), or canceled, or agreed to cancel, any debts or claims (except debts or claims which in the aggregate are of a value of less than \$1,000,000); (iv) made or permitted any amendment or termination of any contract, agreement, or license to which they are a party not otherwise in the ordinary course of business if such amendment or termination is material, considering the business of NVC and its wholly-owned subsidiary, NVCI; or (v) issued, delivered, or agreed to issue or deliver any stock, bonds or other corporate securities including debentures (whether authorized and unissued or held as treasury stock).

2.7 TITLE AND RELATED MATTERS. NVC and its wholly-owned subsidiary, NVCI, have good and marketable title to all of their properties, inventory, interests in properties, and assets, real and personal, which will be reflected in the most recent NVC consolidated balance sheet or acquired after that date

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(except properties, interests in properties, and assets sold or otherwise disposed of since such date in the ordinary course of business), free and clear of all liens, pledges, charges, or encumbrances except:

- (a) as such assets may be affected by laws of the Hong Kong Special Administrative Region and The People's Republic of China;
- (b) statutory liens or claims not yet delinquent;
- (c) such imperfections of title and easements as do not and will not materially detract from or interfere with the present or proposed use of the properties subject thereto or affected thereby or otherwise materially impair present business operations on such properties; and
- (d) except as set forth in the NVC Schedules, NVC and its wholly-owned subsidiary, NVC I, own, free and clear of any liens, claims, encumbrances, royalty interests, or other restrictions or limitations of any nature whatsoever, any and all properties it is currently constructing and all procedures, techniques, marketing plans, business plans, methods of management, or other information utilized in connection with NVC and its wholly-owned subsidiary's business. Except as set forth in the NVC Schedules, no third party has any right to, and NVC and its wholly-owned subsidiary, NVC I, have not received any notice of infringement of or conflict with asserted rights of others with respect to any product, technology, data, trade secrets, know-how, proprietary techniques, trademarks, service marks, trade names, or copyrights which, singly or in the aggregate, if the subject of an unfavorable decision, ruling, or finding, would have a materially adverse affect on the business, operations, financial condition, income, or business prospects of NVC and its wholly-owned subsidiary, NVC I, or any material portion of its properties, assets, or rights.

6

2.8 LITIGATION AND PROCEEDINGS. Except as set forth in the NVC Schedules, there are no actions, suits, proceedings, or investigations pending or, to the knowledge of NVC after reasonable investigation, threatened by or against NVC and its wholly-owned subsidiary, NVC I, or affecting NVC and its wholly-owned subsidiary, NVC I, or their properties, at law or in equity, before any court or other governmental agency or instrumentality, domestic or foreign, or before any arbitrator of any kind. NVC does not have any knowledge of any default on its part with respect to any judgment, order, writ, injunction, decree, award, rule, or regulation of any court, arbitrator, or governmental agency or instrumentality or of any circumstances which, after reasonable investigation, would result in the discovery of such a default. There is no claim against NVC or its subsidiary that either is or may be infringing on or otherwise acting adversely to the rights of any person under or in respect of any patent, trademark, service mark, trade name, copyright, license, franchise, permission or other intangible right. Neither NVC nor its subsidiary is obligated or under any liability to make any payments by way of royalties, fees or otherwise to any owner or licensor of, or other claimant to, any patent, trademark, trade name, copyright or other intangible asset with respect to the use thereof, in connection with the conduct of its business or otherwise.

2.9 CONTRACTS.

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- (a) NVC has provided, or will provide OraLabs on reasonable request, copies of all material contracts, agreements, franchises, license agreements, or other commitments to which NVC and its wholly-owned subsidiary, NVCI, are parties or by which they or any of their assets, products, technology, or properties are bound;
- (b) All contracts, agreements, franchises, license agreements, and other commitments to which NVC and its wholly-owned subsidiary, NVCI, are parties or by which their properties are bound and which are material to the operations of NVC and its wholly-owned subsidiary, NVCI, taken as a whole are valid and enforceable by NVC and its wholly-owned subsidiary, NVCI, in all respects, except as limited by bankruptcy and insolvency laws and by other laws affecting the rights of creditors generally; and
- (c) Except as described in the NVC Schedules, NVC and its wholly-owned subsidiary, NVCI, are not parties to or bound by, and the properties of NVC and its wholly-owned subsidiary, NVCI, are not subject to, any contract, agreement, other commitment or instrument; any charter or other corporate restriction; or any judgment, order, writ, injunction, decree, or award which materially and adversely affects, or in the future may (as far as NVC or its wholly-owned subsidiary, NVCI, can now foresee) materially and adversely affect, the business, operations, properties, assets, or condition of NVC and its wholly-owned subsidiary, NVCI.

2.10 MATERIAL CONTRACT DEFAULTS. NVC and its wholly-owned subsidiary, NVCI, are not in default in any material respect under the terms of any outstanding contract, agreement, lease, or other commitment which is material to the business, operations, properties, assets, or condition of NVC and its wholly-owned subsidiary, NVCI, and there is no event of default in any material respect under any such contract, agreement, lease, or other commitment in respect of which NVC and its wholly-owned subsidiary, NVCI, have not taken adequate steps to prevent such a default from occurring.

2.11 NO CONFLICT WITH OTHER INSTRUMENTS. The execution of this Agreement and the consummation of the transactions contemplated by this Agreement will not result in the breach of any term or provision of, or constitute an event of default under, any material indenture, mortgage, deed of trust, or other material contract, agreement, or instrument to which NVC and its wholly-owned subsidiary, NVCI, are parties or to which any of their properties or operations are subject.

7

2.12 COMPLIANCE WITH LAWS AND REGULATIONS. NVC and its wholly-owned subsidiary, NVCI, have complied with all applicable statutes and regulations of any national, province, county, or other governmental entity or agency thereof, except to the extent that noncompliance would not materially and adversely affect the business, operations, properties, assets, or condition of NVC and its wholly-owned subsidiary, NVCI, or except to the extent that noncompliance would not result in the incurrence of any material liability for NVC or its wholly-owned subsidiary, NVCI. Neither NVC nor NVCI is aware of, or has received notice of, any conditions which may reasonably be expected to interfere with or adversely affect their business, their assets or the financial condition of either, or prevent compliance or continued compliance with any environmental laws.

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2.13 APPROVAL OF AGREEMENT. The members and owners of NVC shown on Schedule 1(a) have authorized the execution and delivery of this Agreement by NVC, have or will have approved the transactions contemplated hereby, and approved the submission of this Agreement and the transactions contemplated hereby to the members of NVC for their approval with the recommendation that the reorganization be accepted.

2.14 MATERIAL TRANSACTIONS OR AFFILIATIONS. Set forth in the NVC Schedules is a brief description or summary of every material contract, agreement, or arrangement between NVC and its wholly-owned subsidiary, NVCI, and any predecessor and any person who was at the time of such contract, agreement, or arrangement an officer, director, or person owning of record, or known by NVC to own beneficially, 10% or more of the issued and outstanding interests of NVC and which is to be performed in whole or in part after the date hereof or which was entered into not more than three years prior to the date hereof. In all of such transactions, the amount paid or received, whether in cash, in services, or in kind, is, had been during the full term thereof, and is required to be during the unexpired portion of the term thereof, no less favorable to NVC and its wholly-owned subsidiary, NVCI, than terms available from otherwise unrelated parties in arm's length transactions. Except as disclosed in the NVC Schedules or otherwise disclosed herein, no officer, director, or 10% shareholder of NVC has, or has had since inception of NVC, any material interest, direct or indirect, in any material transaction with NVC or its wholly-owned subsidiary, NVCI. There are no commitments by NVC and its wholly-owned subsidiary, NVCI, whether written or oral, to lend any funds to, borrow any money from, or enter into any other material transaction with, any such affiliated person.

2.15 NVC SCHEDULES. NVC will deliver, as soon as practicable but in any event within 10 days after the date of this Agreement, the following schedules, which are collectively referred to as the "NVC Schedules" and which consist of separate schedules dated as of the date of execution of this Agreement and instruments and data as of such date, all certified by the chief executive officer of NVC as complete, true, and correct:

- (a) a schedule containing complete and correct copies of the organizational documents, in the English language, as amended, of NVC and its wholly-owned subsidiary, NVCI, in effect as of the date of this Agreement;
 - (b) a schedule containing the consolidated financial statements of NVC and its wholly-owned subsidiary, NVCI, identified in paragraph 2.3(c);
 - (c) a schedule containing true and correct copies, in the English language, of all material contracts, agreements, or other instruments to which NVC or its wholly-owned subsidiary, NVCI, is a party or by which they or their properties are bound, specifically including all contracts, agreements, or arrangements referred to in Section 2.9;
- 8
- (d) a schedule setting forth a description of any material adverse change in the business, operations, property, inventory, assets, or condition of NVC or its wholly-owned subsidiary, NVCI, since the date of the most recent NVC consolidated balance sheet, required to be provided pursuant to section 2.6 hereof; and
 - (e) a schedule setting forth any other information, together with any required copies of documents, required to be disclosed in

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the NVC Schedules by sections 2.1 through 2.15. NVC shall cause the NVC Schedules and the instruments and data delivered to OraLabs hereunder to be updated after the date hereof up to and including the Closing Date.

2.16 TRADING. NVC agrees to take all necessary precautions to prevent any trading in OraLabs securities by its officers, directors, employees, affiliates, agents or others having knowledge of this Agreement. NVC for itself and on behalf of all of its shareholders, and the Shareholders of NVC, jointly and severally, hereby agree that until the earlier to occur of (i) the date that is three months after the termination of this Agreement, or (ii) the date of the Closing of this Agreement, they will not, without the prior written consent of OraLabs:

- (a) acquire, offer to acquire, or agree to acquire, directly or indirectly, by purchase or otherwise, any voting securities or direct or indirect rights to acquire any voting securities of OraLabs or any subsidiary thereof, or of any successor to or person in control of OraLabs, or any assets of OraLabs or any subsidiary or division thereof or of any such successor or controlling person;
- (b) make or in any way participate, directly or indirectly, in any "solicitation" or "proxies" to vote (as such terms are used in the rules of the Securities and Exchange Commission), or seek to advise or influence any person or entity with respect to the voting of any voting securities of OraLabs;
- (c) make any public announcement with respect to, or submit a proposal for, or offer of (with or without conditions) any extraordinary transaction involving OraLabs or its securities or assets;
- (d) form, join or in any way participate in a "group" as defined in Section 13(d)(3) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), in connection with any of the foregoing; or
- (e) otherwise act, alone or in concert with others, to seek to control the management, board of directors, or policies of OraLabs.

ARTICLE III REPRESENTATIONS, COVENANTS, AND WARRANTIES OF THE SHAREHOLDERS OF NVC

As an inducement to, and to obtain reliance of OraLabs, the Shareholders of NVC represent and warrant as follows:

3.1 OWNERSHIP OF NVC SHARES. The NVC Shareholders hereby represent and warrant with respect to themselves that they are the legal and beneficial owners of the percentage of NVC registered capital and ordinary stock set forth on Schedule 1(a) of this Agreement, free and clear of any claims, charges, equities, liens, security interests, and encumbrances whatsoever, and the Shareholders have full rights, powers, and authority to transfer, assign, convey, and deliver their NVC stock; and delivery of such registered capital at the closing will convey to OraLabs good and marketable title to such stock free and clear of any claims, charges, equities, liens, security interests, and

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encumbrances whatsoever.

3.2 KNOWLEDGE OF REPRESENTATIONS. To the best of their knowledge and belief, the representations of NVC in Article II, above, are true, accurate and complete.

3.3 RESTRICTED STOCK. The Shareholders understand that the Shares of OraLabs to be acquired pursuant to this Agreement have not been registered under the 1933 Act with the SEC in reliance upon the exemption from the registration requirements thereof afforded by Regulation S and/or other exemptions under the 1933 Act, or with any state securities commission or agency. The Shareholders agree and acknowledge that OraLabs will issue stop transfer instructions to its registrar and transfer agent prohibiting the transfer of the Shares of OraLabs delivered under this Agreement to any U.S. person for a period of one year after the date of closing of this Agreement. The Shareholders and their designees understand that the Shares to be issued to them will have the following restrictive legend or similar legend affixed thereto:

"These Shares have not been registered under the Securities Act of 1933 (the "Act"), and have been issued pursuant to an exemption pursuant to Regulation S under the Act. Until one year after the date of purchase, no amount of the Shares may be offered, sold, or transferred to any U.S. Person and no hedging transactions involving these securities may be conducted during this period. Offers, sales, or transfers in the U.S. or to a U.S. person (as defined in Regulation S promulgated under the Act) or for the account and benefit of a U.S. person are not permitted, except as provided in said Regulation S, unless the Shares are registered under the Act or an exemption from such registration under the Act is applicable."

3.4 CITIZENSHIP AND RESIDENCY. The Shareholders hereby represent and warrant to OraLabs that they are citizens and residents of The People's Republic of China, and are not U.S. Persons within the meaning of Rule 902(a) of Regulation S.

3.5 RESTRICTIONS ON TRANSFER. The Shareholders and any assigns of the Shares agree that the Shares of OraLabs acquired by the Shareholders and/or by them pursuant to this Agreement shall not be voluntarily sold, transferred or otherwise disposed of in the United States or to any U.S. Person for a minimum period of one year from the Closing Date of this transaction, except by registration of such Shares under the 1933 Act and any applicable state securities laws.

3.6 NO HEDGING TRANSACTIONS. The Shareholders and any assigns of the Shares of OraLabs acquired pursuant to this Agreement agree that hedging transactions involving these Shares shall not be conducted during a period of one year, unless in compliance with the 1933 Act.

3.7 TRANSFERS. The Shareholders understand that any disposition of the Shares of OraLabs in violation of this Agreement shall be null and void. No transfer of the Shares shall be made by OraLabs' registrar and transfer agent upon OraLabs' transfer books or records unless there has been compliance with the terms of this Agreement, including the above provisions. OraLabs will issue stop transfer instructions to its registrar and transfer agent to the effect that the Shares of OraLabs may not be transferred for a period of one year after the Closing Date and may be transferred thereafter only except as provided herein. The Shareholders agree to indemnify and hold OraLabs and OraLabs, Inc. harmless from and against liabilities, claims, damages and expenses (including reasonable attorneys fees) that may result from or arise out of any disposition thereof in violation of this Agreement.

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3.8 NON-U.S. TRANSACTIONS. In connection with the transaction which is the subject of this Agreement, the Shareholders acknowledge that offers respecting the sale of the Shares directed by OraLabs were received outside of the United States and that the Shareholders have not and are not engaged in or directed any unsolicited offers to buy the Shares of OraLabs into the United States or to any U.S. person.

3.9 RESTRICTIVE LEGEND. Any documents received by the Shareholders included statements to the effect that the Shares have not been registered under the 1933 Act and that no sale of such Shares may occur during a period commencing on the Closing Date and ending one year thereafter unless the Shares are registered under the 1933 Act or are sold pursuant to an exemption from registration.

3.10 INVESTMENT INTENT. The Shareholders are purchasing the Shares of OraLabs only for their own account and not on behalf of any U.S. person, and no sale by the Shareholders has been pre-arranged with any prospective buyer in the United States.

3.11 AGREE TO REGISTER SALES OF SHARES. The Shareholders agree that all offers and sales of the Shares of OraLabs prior to the expiration of a period commencing on the date of the closing of this transaction and ending one year thereafter shall only be made in compliance with the restrictions of Regulation S, or pursuant to registration of such securities under the 1933 Act or pursuant to an exemption thereunder, and the terms hereof.

ARTICLE IV REPRESENTATIONS, COVENANTS, AND WARRANTIES OF ORALABS

As an inducement to, and to obtain the reliance of NVC and the Shareholders, OraLabs represents and warrants as follows:

4.1 ORGANIZATION. OraLabs is a corporation duly organized, validly existing, and in good standing under the laws of the State of Colorado, and has the corporate power and is duly authorized, qualified, franchised, and licensed under all applicable laws, regulations, ordinances, and orders of public authorities to own all of its properties and assets and to carry on its business in all material respects as it is now being conducted, and there is no jurisdiction in which it is not qualified in which the character and location of the assets owned by it or the nature of the business transacted by it requires qualification. Included in the OraLabs filings with the SEC are complete and correct copies of the Certificate of Incorporation and all amendments thereto and the bylaws of OraLabs, and all amendments thereto, as in effect on the date hereof. The execution and delivery of this Agreement does not, and the consummation of the transactions contemplated hereby will not, violate any provision of OraLabs's Certificate of Incorporation or bylaws. OraLabs has taken all action required by law, its Certificate of Incorporation, its bylaws, or otherwise to authorize the execution and delivery of this Agreement, and OraLabs has full power, authority, and legal right and has taken all action required by law, its Certificate of Incorporation, bylaws, or otherwise to consummate the transactions herein contemplated, subject to satisfaction of the conditions described in Article VI below.

4.2 CAPITALIZATION. OraLabs's authorized capitalization includes 100,000,000 shares of common stock, par value \$.001, of which no more than 4,580,615 shares (plus shares issued upon exercise of options and the shares to be issued under Section 4.16 below) will be issued and outstanding immediately prior to the Closing. All presently issued and outstanding shares are legally issued, fully paid, and non-assessable and not issued in violation of the pre-emptive or other rights of any person.

OraLabs authorized capitalization includes 1,000,000 shares of preferred stock, \$.001 par value, of which no preferred shares are or will be issued and outstanding at Closing.

4.3 SUBSIDIARIES. OraLabs does not have any subsidiaries and does not own, beneficially or of record, any shares of any other corporation, except OraLabs, Inc. and O.H. Sub Corp.

4.4 FINANCIAL STATEMENTS.

- (a) Included in the Form 10-KSB filed with the SEC for the year ended December 31, 2003, are the audited consolidated balance sheets of OraLabs as of December 31, 2003, and the related audited statements of operations, stockholders' equity, and cash flow for the two fiscal years ended December 31, 2003 together with the notes to such statements and the opinion of Ehrhardt Keefe Steiner & Hottman PC, independent certified public accountants, with respect thereto. Included in the Form 10-QSB filed with the SEC for the period ended September 30, 2004, are the unaudited consolidated balance sheets of OraLabs as of September 30, 2004, and the related unaudited statements of operations, stockholders' equity, and cash flow for the nine-month period ended September 30, 2004, together with the notes to such statements.
- (b) All such financial statements have been prepared in accordance with generally accepted accounting principles in the United States consistently applied throughout the periods involved. The OraLabs balance sheets present fairly as of their respective dates the financial condition of OraLabs. OraLabs did not have as of the date of any such OraLabs balance sheet, except as and to the extent reflected or reserved against therein, any liabilities or obligations (absolute or contingent) which should be reflected in a balance sheet or the notes thereto prepared in accordance with generally accepted accounting principles, and all assets reflected therein are properly reported and present fairly the value of the assets of OraLabs, in accordance with generally accepted accounting principles. The statements of operations, stockholders' equity, and cash flow reflect fairly the information required to be set forth therein by generally accepted accounting principles.
- (c) OraLabs has no liabilities with respect to the payment of any federal, state, county, local, or other taxes (including any deficiencies, interest, or penalties), except for taxes accrued but not yet due and payable.
- (d) OraLabs has filed all federal, state, or local income tax returns required to be filed by it from inception to the date hereof. Included in the OraLabs Schedules are true and correct copies of the federal income tax returns of OraLabs filed since 2001. None of such federal income tax returns have been examined by the Internal Revenue Service. Each of such income tax returns reflects the taxes due for the period covered thereby, except for amounts which, in the aggregate, are immaterial. OraLabs, Inc. acknowledges and agrees that it is relying solely upon its own analysis of the tax consequences

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to it upon completion of the transactions contemplated by this Agreement and is not relying upon the Shareholders or NVC, or any of its officers, directors, attorneys or agents with respect thereto.

12

- (e) The books and records, financial and otherwise, of OraLabs are in all material respects complete and correct and have been maintained in accordance with good business and accounting practices.
- (f) OraLabs has good and marketable title to its assets and, except as set forth in the OraLabs Schedules or the Financial Statements of OraLabs or the notes thereto, has no material contingent liabilities, direct or indirect, matured or unmatured.

4.5 INFORMATION. The information concerning OraLabs set forth in this Agreement and the OraLabs Schedules are and will be complete and accurate in all material respects and does not contain any untrue statement of a material fact or omit to state a material fact required to make the statements made, in light of the circumstances under which they were made, not misleading as of the Closing date. All outstanding stock options and any other convertible securities, if any, of OraLabs will be exercised, terminated or cancelled as of the Closing date.

4.6 OPTIONS OR WARRANTS. Except as set forth in Schedule 2, there are no existing options, warrants, calls, or commitments of any character relating to authorized and unissued stock of OraLabs. All outstanding stock options and warrants, and any other convertible securities, if any, will be terminated and cancelled as of the Closing Date.

4.7 ABSENCE OF CERTAIN CHANGES OR EVENTS. Except as described herein, in any filings made by OraLabs with the SEC, or in the OraLabs Schedules, since the date of the most recent OraLabs balance sheet:

- (a) there has not been (i) any material adverse change in the business, operations, properties, assets, or condition of OraLabs (whether or not covered by insurance) materially and adversely affecting the business, operations, properties, assets, or condition of OraLabs;
- (b) OraLabs has not (i) recently amended its Certificate of Incorporation or bylaws; (ii) declared or made, or agreed to declare or make any payment of dividends or distributions of any assets of any kind whatsoever to stockholders or purchased or redeemed, or agreed to purchase or redeem, any of its capital stock; (iii) waived any rights of value which in the aggregate are extraordinary or material considering the business of OraLabs; (iv) made any material change in its method of management, operation, or accounting; (v) entered into any other material transactions; (vi) made any accrual or arrangement for or payment of bonuses or special compensation of any kind or any severance or termination pay to any present or former officer or employee; or (vii) made any increase in any profit sharing, bonus, deferred compensation, insurance, pension, retirement, or other employee benefit plan, payment, or arrangement, made to, for, or with its officers, directors, or employees;

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- (c) Except as described in Schedule 2, OraLabs has not (i) granted or agreed to grant any options, warrants, or other rights for its stocks, bonds, or other corporate securities calling for the issuance thereof; (ii) borrowed or agreed to borrow any funds or incurred, or become subject to, any material obligation or liability (absolute or contingent) except liabilities incurred in the ordinary course of business; (iii) paid or agreed to pay any material obligation or liability (absolute or contingent) other than current liabilities reflected in or shown on the most recent OraLabs balance sheet and current liabilities incurred since that date in the ordinary course of business and professional and other fees and expenses incurred in connection with the preparation of this Agreement and the consummation of the transactions contemplated hereby; (iv) made or permitted any amendment or termination of any contract, agreement, or license to which it is a party if such amendment or termination is material, considering the business of OraLabs; or (v) issued, delivered, or agreed to issue or deliver any stock, bonds, or other corporate securities including debentures (whether authorized and unissued or held as treasury stock), except in connection with this Agreement;

13

- (d) It is understood and agreed that OraLabs will have no material assets, liabilities or accounts payable upon completion of the Closing; and
- (e) to the best knowledge of OraLabs, it has not become subject to any law or regulation which materially and adversely affects, or in the future may adversely affect, the business, operations, properties, assets, or condition of OraLabs.

4.8 TITLE AND RELATED MATTERS. OraLabs has good and marketable title to all of its properties, interest in properties, and assets, real and personal, which are reflected in the OraLabs balance sheet or acquired after that date (except properties, interest in properties, and assets sold or otherwise disposed of since such date in the ordinary course of business), free and clear of all liens, pledges, charges, or encumbrances except

- (a) statutory liens or claims not yet delinquent;
- (b) such imperfections of title and easements as do not and will not materially detract from or interfere with the present or proposed use of the properties subject thereto or affected thereby or otherwise materially impair present business operations on such properties; and
- (c) as described in the OraLabs Schedules.

4.9 LITIGATION AND PROCEEDINGS. Except in the ordinary course of OraLabs business there are no actions, suits, or proceedings pending or, to the knowledge of OraLabs, threatened by or against or affecting OraLabs, at law or in equity, before any court or other governmental agency or instrumentality, domestic or foreign, or before any arbitrator of any kind. OraLabs does not have any knowledge of any default on its part with respect to any judgment, order, writs, injunction, decree, award, rule, or regulation of any court, arbitrator, or governmental agency or instrumentality.

4.10 CONTRACTS. OraLabs is not a party to any material contract,

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agreement, or other commitment, except as described in any filing by OraLabs with the SEC.

4.11 NO CONFLICT WITH OTHER INSTRUMENTS. The consummation of the transactions contemplated by this Agreement will not result in the breach of any term or provision of, or constitute a default under, any indenture, mortgage, deed of trust, or other material agreement or instrument to which OraLabs is a party or to which it or any of its assets or operations are subject.

4.12 GOVERNMENTAL AUTHORIZATIONS. OraLabs has all licenses, franchises, permits, and other government authorizations, that are legally required to enable it to conduct its business operations in all material respects as conducted on the date hereof. Except for compliance with federal and state securities or corporation laws, as hereinafter provided, no authorization, approval, consent, or order of, or registration, declaration, or filing with, any court or other governmental body is required in connection with the execution and delivery by OraLabs of this Agreement and the consummation by OraLabs of the transactions contemplated hereby.

14

4.13 COMPLIANCE WITH LAWS AND REGULATIONS. To the best of its knowledge, OraLabs has complied with all applicable statutes and regulations of any federal, state, or other applicable governmental entity or agency thereof, except to the extent that noncompliance would not materially and adversely affect the business, operations, properties, assets, or conditions of OraLabs or except to the extent that noncompliance would not result in the incurrence of any material liability. This compliance includes, but is not limited to, the filing of all reports to date with the SEC and state securities authorities.

4.14 APPROVAL OF AGREEMENT. The board of directors of OraLabs has authorized the execution and delivery of this Agreement by OraLabs and has approved this Agreement and the transactions contemplated hereby.

4.15 CONTINUITY OF BUSINESS ENTERPRISES. Except for the transactions contemplated by this Agreement, OraLabs has no commitment or present intention to liquidate OraLabs, Inc. or sell or otherwise dispose of a material portion of its business or assets following the consummation of the transactions contemplated hereby.

4.16 MATERIAL TRANSACTIONS OF AFFILIATIONS. Except as disclosed herein and in the OraLabs Schedules, there exists no material contract, agreement, or arrangement between OraLabs and any person who was at the time of such contract, agreement, or arrangement an officer, director, or person owning of record or known by OraLabs to own beneficially, 10% or more of the issued and outstanding common stock of OraLabs and which is to be performed in whole or in part after the date hereof or was entered into not more than three years prior to the date hereof. Neither any officer, director, nor 10% shareholder of OraLabs has, or has had during the last preceding full fiscal year, any known interest in any material transaction with OraLabs which was material to the business of OraLabs. OraLabs has no commitment, whether written or oral, to lend any funds to, borrow any money from, or enter into any other material transaction with any such affiliated person. Notwithstanding the foregoing, on or before the date of Closing, OraLabs intends to issue 100,000 shares to each of the non-employee directors of OraLabs, which will be issued under a registration statement on Form S-8.

4.17 TRANSACTIONS. OraLabs agrees to take all necessary precautions to prevent any improper transactions in OraLabs securities by its officers, directors, employees, affiliates, agents or others having knowledge of this Agreement. OraLabs agrees that until the earlier to occur of (i) the date that

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is the termination of this Agreement, or (ii) the date of the Closing of this Agreement, OraLabs will take such precautions to prevent the officers and directors of OraLabs, as well as their respective affiliates, from:

- (a) acquiring directly or indirectly, by purchase or otherwise, any voting securities or direct or indirect rights to acquire any voting securities of OraLabs or any subsidiary thereof, or of any successor to or person in control of OraLabs, or any assets of OraLabs or any subsidiary or division thereof or of any such successor or controlling person, except as provided in this Agreement and under the option plans for employees and for non-employee directors;
- (b) making or in any way participating, directly or indirectly, except with respect to the proxy and shareholder meeting contemplated by this Agreement, in any "solicitation" or "proxies" to vote (as such terms are used in the rules of the Securities and Exchange Commission);

15

- (c) making any public announcement with respect to, or submitting a proposal for, or offer of (with or without conditions) any extraordinary transaction involving OraLabs or its securities or assets, except as contemplated by this Agreement; or
- (d) forming, joining or in any way participating in a "group" as defined in Section 13(d)(3) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), in connection with any of the foregoing.

4.18 ORALABS SCHEDULES. OraLabs has delivered to NVC, or will deliver as soon as practicable at NVC's request but in any event within ten (10) days after the date of this Agreement, the following schedules, which are collectively referred to as the "OraLabs Schedules," which are dated the date of this Agreement, all certified by an officer to be complete, true, and accurate:

- (a) a schedule containing complete and accurate copies of the Certificate of Incorporation and bylaws, as amended, of OraLabs as in effect as of the date of this Agreement; except to the extent these documents are available to NVC on EDGAR Online as part of filings made by OraLabs with the SEC;
- (b) a schedule containing any filings by OraLabs with the SEC, not available on EDGAR;
- (c) a schedule containing a copy of the federal income tax returns of OraLabs identified in paragraph 4.4(d);
- (d) a schedule setting forth the description of any material adverse change in the business, operations, property, assets, or condition of OraLabs since the date of the most recent OraLabs balance sheet, required to be provided pursuant to section 4.7 hereof; and
- (e) a schedule setting forth any other information, together with any required copies of documents, required to be disclosed in the OraLabs Schedules by sections 4.1 through 4.17; except to the extent these documents are available to NVC on EDGAR Online as part of filings made by OraLabs with the SEC.

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- 4.19. OraLabs shall cause the OraLabs Schedules and the instruments and data delivered to NVC hereunder to be updated after the date hereof up to and including the Closing Date.

ARTICLE V SPECIAL COVENANTS

5.1 STOCKHOLDERS' MEETING OF ORALABS. As soon as practicable following the execution of this Agreement, and prior to the Closing, OraLabs shall cause to have approved the following proposals by the written consent of the holders of a majority of the outstanding shares of common stock of OraLabs, which approval shall then be subject to the filing of a Proxy Statement or an Information Statement with the SEC and the passage of at least 30 days after the mailing of the Proxy Statement or Information Statement without objecting action taken by any shareholder.

- (a) the election of Mr. Chang-Jiang Wu and Mr. Yong-Hong Wu as directors of OraLabs effective at the time of the Closing;
- (b) the amendment to the Certificate of Incorporation of OraLabs to change its name to "NVC Lighting Corporation.," or such other name to be determined by NVC (the "New Name"), and to increase the authorized number of shares of OraLabs from 100,000,000 to 200,000,000 shares;

16

- (c) the approval of the "2005 Stock Option, SAR and Stock Bonus Plan" of OraLabs covering 5,000,000 shares of common stock, attached as Schedule 3 hereto;
- (d) the approval of this Agreement and the transactions contemplated herein, including without limitation the redemption by OraLabs of the common stock owned by Gary Schlatter as described in Recital D above; and
- (e) to take such other actions as the shareholders of OraLabs may determine are necessary or appropriate.

5.2 ACCESS TO PROPERTIES AND RECORDS. OraLabs and NVC will each afford to the officers and authorized representatives of the other full access to the properties, books, and records of OraLabs or NVC and its wholly-owned subsidiary, NVC I, as the case may be, in order that each may have full opportunity to make such reasonable investigation as it shall desire to make of the affairs of the other, and each will furnish the other with such additional financial and operating data and other information as to the business and properties of OraLabs or NVC and its wholly-owned subsidiary, NVC I, as the case may be, as the other shall from time to time reasonably request.

5.3 DELIVERY OF BOOKS AND RECORDS. At the Closing, OraLabs shall deliver to Stephen A. Zrenda, Jr., Esq., legal counsel of NVC, the originals of the corporate minute books, books of account, contracts, records, and all other books or documents of OraLabs now in the possession or control of OraLabs or its representatives and agents.

5.4 SPECIAL COVENANTS AND REPRESENTATIONS REGARDING THE ORALABS STOCK. The consummation of this Agreement and the transactions herein contemplated, including the issuance of the OraLabs Stock to the Shareholders of NVC as contemplated hereby, constitutes the offer and sale of securities under the Securities Act of 1933 and any applicable state statutes. Such transactions shall be consummated in reliance on Regulation S and other exemptions from the

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registration requirements of such statutes which depend, inter alia, upon the circumstances under which the NVC Shareholders acquire such securities. In connection with reliance upon exemptions from the registration requirements for such transactions, at the Closing, NVC shall cause to be delivered, and the Shareholders shall deliver to OraLabs, letters of representation in the form attached hereto as Schedule 4.

5.5 APPROVAL OF CERTAIN SHAREHOLDERS. OraLabs hereby represents that holders of in excess of 50% of the issued and outstanding stock of OraLabs have or will have timely agreed to vote in favor of the matters in Section 5.1, subject to completion of due diligence and the material accuracy of the representations and warranties in this Agreement, and subject to fiduciary obligations, if any. OraLabs will obtain a written agreement from these shareholders, subject to these conditions within ten (10) days of this Agreement, not to exceed ten (10) persons.

5.6 THIRD PARTY CONSENTS AND CERTIFICATES. OraLabs and NVC agree to cooperate with each other in order to obtain any required third party consents to this Agreement and the transactions herein and therein contemplated.

17

5.7 ACTIONS PRIOR TO CLOSING.

- (a) From and after the date of this Agreement until the Closing Date and except as set forth in the OraLabs or NVC Schedules or as permitted or contemplated by this Agreement, OraLabs and NVC and its wholly-owned subsidiary, NVCI, respectively, will each: (i) carry on its business in substantially the same manner as it has heretofore; (ii) maintain and keep its properties in states of good repair and condition as at present, except for depreciation due to ordinary wear and tear and damage due to casualty; (iii) maintain in full force and effect insurance comparable in amount and in scope of coverage to that now maintained by it; (iv) perform in all material respects all of its obligation under material contracts, leases, and instruments relating to or affecting its assets, properties, and business; (v) use its best efforts to maintain and preserve its business organization intact, to retain its key employees, and to maintain its relationship with its material suppliers and customers; and (vi) fully comply with and perform in all material respects all obligations and duties imposed on it by all federal and state laws and all rules, regulations, and orders imposed by federal or state governmental authorities.
- (b) From and after the date of this Agreement until the Closing Date, neither OraLabs nor NVC and its wholly-owned subsidiary, NVCI, will: (i) make any change in their organizational documents, Certificate of Incorporation or bylaws; (ii) take any action described in section 2.6 in the case of NVC and its wholly-owned subsidiary, NVCI, or in section 4.7, in the case of OraLabs (all except as permitted therein or as disclosed in the applicable party's schedules); or (iii) enter into or amend any contract, agreement, or other instrument of any of the types described in such party's schedules, except that a party may enter into or amend any contract, agreement, or other instrument in the ordinary course of business involving the sale of goods or services.

5.8 SALES UNDER RULES 144 OR 145, IF APPLICABLE.

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- (a) OraLabs will use its best efforts to at all times to comply with the reporting requirements of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), including timely filing all periodic reports required under the provisions of the Securities Exchange Act of 1934 (the "Exchange Act") and the rules and regulations promulgated thereunder.
- (b) Upon being informed in writing by any person holding restricted stock of OraLabs as of the date of this Agreement that such person intends to sell any shares under Rule 144 or Rule 145 promulgated under the Securities Act (including any rule adopted in substitution or replacement thereof), OraLabs will certify in writing to such person that it has filed all of the reports required to be filed by it under the Exchange Act to enable such person to sell such person's restricted stock under Rule 144 or 145, as may be applicable in the circumstances, or will inform such person in writing that it has not filed any such report or reports.
- (c) If any certificate representing any such restricted stock is presented to OraLabs's transfer agent for registration of transfer in connection with any sale theretofore made under Rule 144 or 145, provided such certificate is duly endorsed for transfer by the appropriate person(s) or accompanied by a separate stock power duly executed by the appropriate person(s) in each case with reasonable assurances that such endorsements are genuine and effective, and is accompanied by an opinion of counsel satisfactory to OraLabs and its counsel that such transfer has complied with the requirements of Rule 144 or 145, as the cases may be, OraLabs will promptly instruct its transfer agent to register such transfer and to issue one or more new certificates representing such shares to the transferee and, if appropriate under the provisions of Rule 144 or 145, as the case may be, free of any stop transfer order or restrictive legend. The provisions of this Section 5.9 shall survive the Closing and the consummation of the transactions contemplated by this Agreement. The indemnification provided for in this paragraph and in the indemnification agreement shall, subject to the provisions of Section 9.10, survive the Closing and consummation of the transactions contemplated hereby and termination of this Agreement.

18

- (d) After the Closing, OraLabs will take such other actions as may be necessary to facilitate sales of the shares described in Section 4.16 above.

5.9 INDEMNIFICATION.

- (a) NVC and the Shareholders hereby agree to indemnify OraLabs and each of the officers, agents and directors of OraLabs as of the date of execution of this Agreement against any loss, liability, claim, damage, or expense (including, but not limited to, any and all expense whatsoever reasonably incurred in investigating, preparing, or defending against any litigation, commenced or threatened, or any claim whatsoever), to which it or they may become subject arising out of or based on any inaccuracy appearing in or misrepresentation made under

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Article II of this Agreement. The indemnification provided for in this paragraph shall, subject to the provisions of Section 9.10, survive the Closing and consummation of the transactions contemplated hereby and termination of this Agreement.

- (b) OraLabs hereby agrees to indemnify NVC and each of the officers, agents and directors of NVC as of the date of execution of this Agreement and the Shareholders against any loss, liability, claim, damage, or expense (including, but not limited to, any and all expense whatsoever reasonably incurred in investigating, preparing, or defending against any litigation, commenced or threatened, or any claim whatsoever), to which it or they may become subject arising out of or based on any inaccuracy appearing in or misrepresentation made under Article IV of this Agreement. The indemnification provided for in this paragraph shall, subject to the provisions of Section 9.10, survive the Closing and consummation of the transactions contemplated hereby and termination of this Agreement.
- (c) OraLabs agrees to cause OraLabs, Inc. to enter into an indemnification agreement (in the form attached hereto as Exhibit 1) with OraLabs at the Closing to the satisfaction of NVC and the Shareholders to indemnify OraLabs from any liabilities of any kind or nature, direct or indirect, known or unknown, contingent or otherwise, that may exist immediately prior to the Closing or that may be asserted after the Closing Date regarding any claim or liability arising from the operations of OraLabs or any other matter prior to the Closing.

5.10 FAIRNESS OPINION. OraLabs will seek to obtain a fairness opinion from an appropriate source that the terms of this Agreement and the transactions contemplated hereby are fair to the shareholders of OraLabs from a financial standpoint.

19

5.11 STAND-STILL AGREEMENT. From and after the date hereof and up to and including the Closing of this Agreement, the parties agree not to directly or through intermediaries solicit, entertain or otherwise discuss with any person or entity any other similar transaction. The obligations of OraLabs under this paragraph are subject to all applicable fiduciary obligations.

5.12 DISSENTERS. As used in this paragraph, OraLabs, Inc. will be referred to as the Subsidiary. After Closing, if there are any dissenting shares, the Subsidiary will reimburse OraLabs for the total amount, up to \$20,000.00, in cash and within 30 days of receipt of written notification to the Subsidiary by OraLabs that payment to holders of dissenters shares of up to the fair value of such shares as determined under applicable Colorado law has been made. At the option of the Subsidiary, OraLabs will permit the Subsidiary (and its representatives) to actively participate in the process of determining the amount payable to dissenters, and no offer amount or settlement will be made by OraLabs for payments to dissenters without the prior written approval of the Subsidiary which will not be unreasonably withheld. In consideration for making those payments, it is agreed that OraLabs will issue to the Subsidiary, on the next business day following the receipt by OraLabs of each reimbursement payment, that number of shares which, when multiplied by the average of the closing bid and ask price of the common stock of OraLabs as of the close of trading on the date that payment is received by OraLabs, equals the amount paid by the Subsidiary to reimburse OraLabs. The parties agree that the shares of OraLabs issuable to the Subsidiary will be restricted securities but that

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OraLabs will thereafter use its diligent, good-faith efforts to register those shares as soon as possible thereafter, and the cost of filing fees paid to the SEC or under Blue Sky Laws will be paid by the Subsidiary. Applicable Blue Sky laws will be complied with so as to permit sales and resales of those shares that are registered under the Registration Statement within the state of Colorado and any other states chosen by OraLabs.

5.13 DELIVERY OF ADDITIONAL INSTRUMENTS ON REQUEST. Each party agrees to execute and deliver or cause to be executed and delivered at the Closing and at such other times and places as shall be reasonably agreed, such additional instruments as it may reasonably request for the purpose of fully effecting the transactions contemplated by this Agreement.

5.14 CONTINUED OPERATIONS. After Closing, OraLabs, directly or indirectly through its subsidiary, NVC, will continue to actively conduct the business of NVC as it had been conducted prior to Closing.

5.15 NASDAQ LISTING. NVC will use its best efforts to cause the OraLabs common stock to continue to be listed on the NASDAQ SmallCap Market upon completion of the Closing and/or to submit a new NASDAQ SmallCap Market listing application if necessary. If continued listing on NASDAQ SmallCap Market is not approved by the NASD for reasons attributable to OraLabs, NVC reserves its right to re-negotiate the relative shareholdings between the Shareholders and members or OraLabs.

ARTICLE VI CONDITIONS PRECEDENT TO OBLIGATIONS OF ORALABS

The obligations of OraLabs under this Agreement are subject to the satisfaction, at or before the Closing Date, of the following conditions, and if OraLabs shall not consummate the transactions contemplated by this Agreement by reason of the failure of any of such conditions to be met, OraLabs will have no liability to NVC or its Shareholders:

6.1 ACCURACY OF REPRESENTATIONS. The representations and warranties made by NVC and the Shareholders in this Agreement were true when made and shall be true at the Closing Date with the same force and effect as if such representations and warranties were made at and as of the Closing Date (except for changes therein permitted by this Agreement), and NVC and the Shareholders shall have performed or complied with all covenants and conditions required by this Agreement to be performed or complied with by NVC and the Shareholders prior to or at the Closing. OraLabs shall be furnished with a certificate, signed by a duly authorized officer of NVC and dated the Closing Date, to the foregoing effect.

20

6.2 OFFICER'S CERTIFICATES. OraLabs shall have been furnished with a certificate dated the Closing Date and signed by a duly authorized officer of NVC to the effect that no litigation, proceeding, investigation, or inquiry is pending or, to the best knowledge of NVC threatened, which might result in an action to enjoin or prevent the consummation of the transactions contemplated by this Agreement, or, to the extent not disclosed in the NVC Schedules, by or against NVC which might result in any material adverse change in any of the assets, properties, business, or operations of NVC and its wholly-owned subsidiary, NVC I.

6.3 NO MATERIAL ADVERSE CHANGE. Prior to the Closing Date, there shall not have occurred any material adverse change in the financial condition, business, or operations of NVC and its wholly-owned subsidiary, NVC I, nor shall any event have occurred which, with the lapse of time or the giving of notice,

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may cause or create any material adverse change in the financial condition, business, or operations of NVC and its wholly-owned subsidiary, NVCI.

6.4 OFFICER AND DIRECTOR QUESTIONNAIRES. OraLabs shall have received officer and director questionnaires completed and signed by each executive officer and director of NVC in form and substance reasonably satisfactory to OraLabs and its counsel which shall contain information for use by OraLabs in reporting the transaction contemplated hereby on Form 8-K and in Schedule 14A or 14C to be filed with the Securities and Exchange Commission.

6.5 OTHER ITEMS.

- (a) OraLabs shall have received a members' list of NVC containing the name, address, and number of shares held by each NVC shareholder as of the date of Closing certified by an executive officer of NVC as being true, complete, and accurate.
- (b) OraLabs shall have received such further documents, certificates, or instruments relating to the transactions contemplated hereby as OraLabs may reasonably request.

6.6 FAIRNESS OPINION. The Board of Directors of OraLabs shall have received a fairness opinion satisfactory to it that remains in effect as of the time of Closing.

6.7 PERFORMANCE. Each of the covenants and agreements of NVC and the Shareholders to be performed or complied with on or before Closing pursuant to the terms of this Agreement shall have been duly performed and complied with.

6.8 NO GOVERNMENTAL ACTION. No governmental agency or body shall have taken any action or made any request of OraLabs, NVC or the Shareholders, as a result of which OraLabs deems it inadvisable to proceed with the transaction, including without limitation that the SEC has not objected to the use of the Proxy Statement or Information Statement at the meeting of the shareholders of OraLabs and has not otherwise objected to the completion of the transactions contemplated by this Agreement.

21

6.9 CONSENTS. All consents to the consummation of the transactions contemplated by this Agreement that are required in order to prevent a breach of or a default under the terms of any instrument to which NVC or the Shareholders is a party or is bound shall have been obtained.

6.10 APPROVAL BY ORALABS SHAREHOLDERS. The transactions contemplated by this Agreement shall have been approved at a shareholder meeting of OraLabs at which a quorum of the shareholders is present by person or by proxy, and such approval shall have been given by a majority of the shares voted at the meeting.

6.11 DUE DILIGENCE. OraLabs must be satisfied in its sole and absolute discretion with the results of its due diligence investigation of NVC. Failure to notify NVC within 30 days following mutual execution of this Agreement, that OraLabs is not satisfied with the results of its due diligence investigation of NVC, shall constitute a waiver of this paragraph.

6.12 ACCOUNTANT'S LETTER. OraLabs shall have received a "comfort" letter from NVC's independent auditors, Murrell, Hall, McIntosh & Co., PLLP covering the period from December 31, 2004 until that day which is no more than ten days prior to the date of Closing, in a form reasonably satisfactory to counsel for OraLabs.

6.13. LEGAL OPINION. OraLabs shall have received a legal opinion from an attorney authorized to practice in the Hong Kong Special Administrative Region in The People's Republic of China, that (i) NVC is a company duly organized, validly existing, and in good standing under the laws of the Hong Kong Special Administrative Region in The People's Republic of China ("PRC"); (ii) NVC has the power and is duly authorized, qualified, franchised, and licensed under all applicable laws, regulations, ordinances, and orders of public authorities to own all of its properties and assets and to carry on its business in all material respects as it is now being conducted, including qualification to do business as a foreign corporation in jurisdictions in which the character and location of the assets owned by it or the nature of the business transacted by it requires qualification; (iii) the execution and delivery of this Agreement does not, and the consummation of the transactions contemplated by this Agreement in accordance with the terms hereof will not, violate any provision of NVC's organizational documents; (iv) NVC has taken all action required by laws, its articles of organization, certificate of business registration, or otherwise to authorize the execution and delivery of this Agreement; (v) NVC has full power, authority, and legal right and has taken all action required by law, and otherwise to consummate the transactions herein contemplated; and (vi) no authorization, approval, consent, or order of, or registration, declaration, or filing with, any court or other governmental body is required in connection with the execution and delivery by NVC of this Agreement and the consummation by NVC of the transactions contemplated hereby, and specifically that the exchange of the NVC Stock for the OraLabs Stock requires no such consents and will be legally binding upon NVC.

6.14 NUMBER OF DISSENTERS. The number of shares that shall be the subject of dissenters' rights exercised by any of the shareholders of OraLabs shall not exceed 100,000.

Any of the above conditions can be waived by OraLabs in the exercise of its sole discretion.

22

ARTICLE VII
CONDITIONS PRECEDENT TO OBLIGATIONS OF
NVC AND THE SHAREHOLDERS

The obligations of NVC and the Shareholders under this Agreement are subject to the satisfaction, at or before the Closing Date, of the following conditions, and if NVC and the Shareholders shall not consummate the transactions contemplated by this Agreement by reason of the failure of any of such conditions to be met, they will have no liability to OraLabs:

7.1 ACCURACY OF REPRESENTATIONS. The representations and warranties made by OraLabs in this Agreement were true when made and shall be true as of the Closing Date (except for changes therein permitted by this Agreement) with the same force and effect as if such representations and warranties were made at and as of the Closing Date, and OraLabs shall have performed and complied with all covenants and conditions required by this Agreement to be performed or complied with by OraLabs prior to or at the Closing. NVC shall have been furnished with a certificate, signed by a duly authorized executive officer of OraLabs and dated the Closing Date, to the foregoing effect.

7.2 STOCKHOLDER APPROVAL. The stockholders of OraLabs shall have approved this Agreement, the transactions contemplated hereby, and the other matters described in Section 5.1.

7.3 OFFICER'S CERTIFICATE. NVC shall have been furnished with a

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certificate dated the Closing Date and signed by a duly authorized executive officer of OraLabs to the effect that no litigation, proceeding, investigation, or inquiry is pending or, to the best knowledge of OraLabs threatened, which might result in an action to enjoin or prevent the consummation of the transactions contemplated by this Agreement.

7.4 NO MATERIAL ADVERSE CHANGE. Prior to the Closing Date, there shall not have occurred any material adverse change in the financial condition, business, or operations of OraLabs nor shall any event have occurred which, with the lapse of time or the giving of notice, may cause or create any material adverse change in the financial condition, business, or operations of OraLabs.

7.5 GOOD STANDING. OraLabs shall have received a certificate of good standing from the Secretary of State of the State of Colorado or other appropriate office, dated as of a date within ten days prior to the Closing Date certifying that OraLabs is in good standing as a corporation in the State of Colorado and has filed all tax returns required to have been filed by it to date and has paid all taxes reported as due thereon.

7.6 OTHER ITEMS.

- (a) NVC shall have received a shareholders' list of OraLabs from its transfer agent, current at least within ten (10) days prior to Closing, containing the name, address and number of shares held by each such OraLabs shareholder, certified by a representative of the transfer agent as being true, complete and accurate.
- (b) NVC shall have received such further documents, certificates, or instruments relating to the transactions contemplated hereby as NVC may reasonably request.

7.7 PERFORMANCE. Each of the covenants and agreements of OraLabs to be performed or complied with on or before Closing pursuant to the terms of this Agreement shall have been duly performed and complied with.

7.8 NO GOVERNMENTAL ACTION. No governmental agency or body shall have taken any action or made any request of NVC, the Shareholders or OraLabs, as a result of which NVC deems it inadvisable to proceed with the transaction, including without limitation that the SEC has not objected to the use of the Proxy Statement or Information Statement at the meeting of the shareholders of OraLabs and has not otherwise objected to the completion of the transactions contemplated by this Agreement.

23

7.9 CONSENTS. All consents to the consummation of the transactions contemplated by this Agreement that are required in order to prevent a breach of or a default under the terms of any instrument to which OraLabs is a party or is bound shall have been obtained.

7.10 APPROVAL BY ORALABS SHAREHOLDERS. The transactions contemplated by this Agreement shall have been approved at a shareholder meeting of OraLabs at which a quorum of the shareholders is present by person or by proxy, and such approval shall have been given by a majority of the shares voted at the meeting.

7.11 DUE DILIGENCE. NVC must be satisfied in its sole and absolute discretion with the results of its due diligence investigation of OraLabs. Failure to notify OraLabs within 30 days following mutual execution of this Agreement, that NVC is not satisfied with the results of its due diligence investigation of OraLabs, shall constitute a waiver of this paragraph.

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Any of the above conditions can be waived by NVC or the Shareholders in their sole and absolute discretion.

ARTICLE VIII TERMINATION

8.1 TERMINATION.

- (a) This Agreement may be terminated by the board of directors of OraLabs or by the owners of NVC, shown on Schedule 1A attached hereto, at any time prior to the Closing Date if: (i) there shall be any actual or threatened action or proceeding before any court or any governmental body which shall seek to restrain, prohibit, or invalidate the transactions contemplated by this Agreement and which, in the judgment of such board of directors, made in good faith and based on the advice of its legal counsel, makes it inadvisable to proceed with the exchange contemplated by this Agreement; or (ii) any of the transactions contemplated hereby are disapproved by any regulatory authority whose approval is required to consummate such transactions or in the judgment of such board of directors, made in good faith and based on the advice of counsel, there is substantial likelihood that any such approval will not be obtained or will be obtained only on a condition or conditions which would be unduly burdensome, making it inadvisable to proceed with the exchange.. In the event of termination pursuant to this paragraph (a) of section 8.1, no obligation, right, or liability shall arise hereunder, and each party shall bear all of the expenses incurred by it in connection with the negotiation, drafting, and execution of this Agreement and the transactions herein contemplated, subject to Section 9.4.
- (b) This Agreement may be terminated at any time prior to the Closing by action of the board of directors of OraLabs if NVC shall fail to comply in any material respect with any of its covenants or agreements contained in this Agreement or if any of the representations or warranties of NVC contained herein shall be inaccurate in any material respect, or if there shall have been any change after the date of the latest balance sheets of NVC, in the assets, properties, business, or financial condition of NVC, which could have a materially adverse affect on the value of the business of NVC, except any changes disclosed in the NVC Schedules, dated as of the date of execution of this Agreement. If this Agreement is terminated pursuant to this paragraph (b) of section 8.1, this Agreement shall be of no further force or effect, and no obligation, right, or liability shall arise hereunder, except that NVC shall bear its own costs in connection with the negotiation, preparation, and execution of this Agreement, subject to Section 9.4.
- (c) This Agreement may be terminated at any time prior to the Closing by action of the owners of NVC, shown on Schedule 1A attached hereto, if OraLabs shall fail to comply in any material respect with any of its covenants or agreements contained in this Agreement or if any of the representations or warranties of OraLabs contained herein shall be inaccurate in any material respect. If this Agreement is terminated

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pursuant to this paragraph (c) of section 8.1, this Agreement shall be of no further force or effect, and no obligation, right, or liability shall arise hereunder, except that OraLabs shall bear its own costs incurred in connection with the negotiation, preparation, and execution of this Agreement, subject to Section 9.4.

- (d) This Agreement may be terminated by either party if the transactions shall not have been consummated by June 30, 2005, which date will be extended to July 31, 2005 if the Proxy Statement or Information Statement has not then been cleared by the SEC or if such Statement was not cleared by the SEC by June 30, 2005, in either of which events such date may be extended at the written election of either party for a period not to exceed sixty days, or which date may in any case be extended by mutual agreement of the parties in writing. Provided, however, that the right to terminate the Agreement under this paragraph will not be available to a party whose action or failure to act has contributed to the failure of the transactions to be consummated on or before such date and such action or failure to act constitutes a material breach of this Agreement.
- (e) This Agreement may be terminated by either party if within 30 days after mutual execution of this Agreement, such party gives written notice to the other that it is not satisfied, in its sole and absolute discretion, with the results of its due diligence investigation of the other party.

ARTICLE IX MISCELLANEOUS

9.1 BROKERS. OraLabs and NVC agree that there were no finders or brokers involved in bringing the parties together or who were instrumental in the negotiation, execution, or consummation of this Agreement. OraLabs and NVC each agree to indemnify the other against any claim by any third person for any commission, brokerage, or finders' fee arising from the transactions contemplated hereby based on any alleged agreement or understanding between the indemnifying party and such third person, whether express or implied from the actions of the indemnifying party.

9.2 GOVERNING LAW. This Agreement shall be governed by, enforced, and construed under and in accordance with the laws of the United States of America and, with respect to matters of state law, with the internal laws of the State of Colorado without giving effect to its choice of law rules. Except as stated at the end of this paragraph, any dispute, controversy or claim arising under or in any way related to this Agreement or the breach thereof shall only be submitted to and settled by binding arbitration before a single arbitrator by the American Arbitration Association in accordance with the Association's commercial rules then in effect. The arbitration (or legal proceedings described at the end of this paragraph) will only be conducted in Denver, Colorado, which the parties agree is the exclusive venue for the proceedings. Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. The arbitrator may award reasonable attorneys fees to the prevailing party, or if the arbitrator believes that more than one party has prevailed in separate aspects of the arbitration, the arbitrator may award attorneys fees as it deems appropriate. Notwithstanding the foregoing, either party may institute litigation in connection with seeking to enforce rights under Section 9.5 below.

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9.3 NOTICES. Any notices or other communications required or permitted hereunder shall only be sufficiently given if in writing and hand delivered to it, sent by overnight delivery by a courier service of United States and international recognition (such as Federal Express, DHL or UPS) that provides international delivery, expenses prepaid, or by facsimile addressed as follows:

If to OraLabs, to: OraLabs Holding Corp.
c/o Michael Friess, Authorized Director
5353 Manhattan Circle, Suite 101 Boulder, CO 80303
Telephone: (303) 499-6000 x18
Facsimile: (303) 499-6666
Email: friessco@aol.com

With copies to: Douglas B. Koff, Esq.
Koff, Corn & Berger, P.C.
303 E. 17th Street, Suite 940
Denver, Colorado 80203-1262
Telephone: 303.861.1166
Facsimile: 303.861.0601
Email: dkoff@wckblaw.com

If to NVC, or any one or more
Shareholder, to: NVC Lighting Investment Holdings Limited
c/o Mr. Chang-Jiang Wu and Ms. Tracy Yun Hung
Suite A-C, 20/F Neich Tower
128 Gloucester Road, Wan Chai
Hong Kong, The People's Republic of China
Telephone: 011.852.2517.6226
Facsimile: 011.852.2548.7788
Email: yunhung@hkaudit.com

With copies to: Stephen A. Zrenda, Jr., Esq.
Stephen A. Zrenda, Jr., P.C.
100 N. Broadway Avenue, Suite 2440
Oklahoma City, OK 73102-8608
Telephone: 405.235.2111
Facsimile: 915.975.8003
Email: zrendaesq@aol.com

And

Tracy Wan
Belmont Capital Group Limited
Suite A-C, 20/F Neich Tower
128 Gloucester Road, Wan Chai
Hong Kong, The People's Republic of China
Telephone: 011.852.2517.6226
Facsimile: 011.852.2548.7788
Email: yunhung@hkaudit.com

or such other addresses as shall be furnished in writing by any party in the manner for giving notices hereunder. Each notice or other communication shall only be effective and deemed to have been received (i) if given by facsimile, one business day after such facsimile is transmitted to the facsimile number specified above, and confirmation of delivery by the sender's machine is given, (ii) if given by hand delivery, the date of delivery as evidenced by a written receipt, or (iii) if given by a courier service, the third business day following the business day of deposit with such service, with shipping charges

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for the most expedited delivery prepaid or prearranged. As used herein, a "business day" means Mondays through Fridays, excluding days (at the location where the notice is to be delivered) that are national bank holidays. Notice to NVC shall be deemed to be notice to all Shareholders for all purposes.

9.4 ATTORNEYS' FEES. In the event that any party institutes any arbitration proceeding or a litigation proceeding under Section 9.5 to interpret or enforce this Agreement or to secure relief from any default hereunder or breach hereof, the breaching party or parties shall reimburse the nonbreaching party or parties for all costs, including reasonable attorneys' fees, incurred in connection therewith and in enforcing or collecting any judgment rendered therein.

9.5 CONFIDENTIALITY. OraLabs on the one hand, and NVC and the Shareholders on the other hand, agree that for a period of five (5) years from and after the date of this Agreement (regardless of whether the transactions contemplated hereby are consummated), each will hold, and will cause its directors, officers, employees, affiliates, consultants and advisers (collectively, "Representatives") to hold, in confidence all documents and information furnished to it (the "Receiving Party") by or on behalf of the other party (the "Disclosing Party") either before or after such date, in connection with the transactions contemplated by this Agreement (the "Confidential Material"). Each party agrees that it will use the Confidential Material solely for the purpose of the transactions contemplated by this Agreement (including without limitation descriptions or attachments of Confidential Material in any press releases and public filings that OraLabs determines are necessary or advisable to comply with applicable securities laws or as required by law) and it will not use the Confidential Material in any way detrimental to the other party. In the event that either party is requested in any proceeding to disclose any Confidential Material, such party shall give the other party prompt notice of such request so that the other party may seek an appropriate protective order. If, in the absence of a protective order, a party is nonetheless compelled to disclose Confidential Material, such party may disclose such information without liability hereunder; provided, however, that such party will give the other party written notice of the information to be disclosed as far in advance of its disclosure as is practicable and, upon the request of and at the expense of such other party, such party will use commercially reasonable efforts to obtain assurances that confidential treatment will be accorded to such information. The term "Confidential Material" shall not include information that was or becomes generally available on a non-confidential basis provided that the source of such information was not bound by a confidentiality agreement. Without granting any right or license, the Disclosing Party agrees that the foregoing shall not apply to any information that the Receiving Party can document: (i) is (through no improper action or inaction by the Receiving Party or any affiliate, agent, consultant or employee) generally available to the public, or (ii) was in its possession or known by it prior to receipt from the Disclosing Party, or (iii) was rightfully disclosed to it by a third party without restriction, provided the Receiving Party complies with any restrictions imposed by the third party, or (iv) was independently developed without use of any Confidential Material of the Disclosing Party by employees of the Receiving Party who have had no access to such information. The parties agree that because money damages may not be a sufficient remedy for any breach of the foregoing covenants and agreements, the Disclosing Party shall be entitled to specific performance and injunctive and other equitable relief as a remedy for any such breach of this Agreement in addition to all monetary remedies available at law or in equity.

9.6 EXPENSES OF STOCK EXCHANGE. OraLabs and NVC agree that they will each bear their own costs and expenses in negotiating and closing the

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transactions contemplated by this Agreement, including but not limited to, attorneys' fees, except as otherwise expressly provided in this Agreement.

9.7 SCHEDULES; KNOWLEDGE. Each party is presumed to have full knowledge of all information set forth in the other party's schedules (or substitutes therefor as expressly provided in this Agreement) delivered pursuant to this Agreement.

9.8 THIRD PARTY BENEFICIARIES. This contract is solely between OraLabs, NVC and the Shareholders and, except as specifically provided, no director, officer, stockholder, member, employee, agent, independent contractor, or any other person or entity shall be deemed to be a third party beneficiary of this Agreement.

9.9 ENTIRE AGREEMENT. This Agreement represents the entire agreement between the parties relating to the subject matter hereof, including this Agreement alone fully and completely expresses the agreement of the parties relating to the subject matter hereof. There are no other courses of dealing, understandings, agreements, representations, or warranties, written or oral, except as set forth herein. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. Captions appearing in this Agreement are for convenience only and shall not be deemed to explain, limit or amplify the provisions of this Agreement.

9.10 SURVIVAL; TERMINATION. All representations, agreements, warranties and indemnities in this Agreement shall survive only for a period of one year following the Closing Date or termination of this Agreement (except that the provisions of Section 9.5 survive for a period of five years after the date of this Agreement), notwithstanding any investigation by or on behalf of any party, and will be null and void unless arbitration (or litigation under Section 9.5) is brought with respect thereto within one month after the expiration of survival. In addition, all other provisions of this Agreement which by their terms are to be performed after the Closing Date will survive for a period of one year following the Closing Date.

9.11 COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which taken together shall be but a single instrument.

9.12 AMENDMENT OR WAIVER. Every right and remedy provided herein shall be cumulative with every other right and remedy, whether conferred herein, at law, or in equity, and may be enforced concurrently herewith, and no waiver by any party of the performance of any obligation by the other shall be construed as a waiver of the same or any other default then, theretofore, or thereafter occurring or existing. At any time prior to the Closing Date, this Agreement may be amended by a writing signed by all parties hereto, with respect to any of the terms contained herein, and any term or condition of this Agreement may be waived or the time for performance hereof may be extended by a writing signed by the party or parties for whose benefit the provision is intended.

9.13 ASSIGNABILITY. This Agreement shall not be assignable by either party without the prior written consent of the other party, which may be withheld in the other party's exercise of its sole discretion. This Agreement shall inure to the benefit of and be enforceable by the permitted successors and assigns of the parties.

9.14 DRAFTS. The submittal of drafts and redrafts of this Agreement or of any other instrument(s) between the parties does not impose any legal obligation upon any party, which will arise only at such time as the parties choose in the exercise of their sole discretions to execute this Agreement.

IN WITNESS WHEREOF, the corporate parties hereto have caused this Agreement to be executed by their respective officers, hereunto duly authorized, as of the date first above-written.

ORALABS HOLDING CORP.

ATTEST:

By: Michael I. Fri