

Chinese / Foreign Cooperative Joint Venture LLC's contract (called in this contract either CJVLLC or JVLLC or Joint Venture):

“Jiu Xian Eco-tourism on Old Village and Landscape Protection Project”

Addendum 1 to the contract signed on January 5th 2009

Observation:

The CJVLLC Jiuxian Village, house 21, Yangsuo County,

Represented by:

P F Coustols, French citizen living in Portugal (hereinafter referred to as Party A), P F Coustols legal address: 2 Rua Monte Carmo Rdc frente ,Cascais, Portugal, represented by Mister Lu in China.

RRG sarl French Company of France (hereinafter referred to as Party B) represented by P F Coustols, Legal address: 95 Rue Deslandes 37000 Tours France

Ways of Art sarl Portuguese company of Portugal (hereinafter referred to as Party C) specially represented for the signature of this contract by Mrs Mendonça Coustols,

Mister Lu: Nationality: Chinese; block5, Yingchun Xiang, Rd.Xibai, Wuhuan Qu, Kunming, Yunnan Province. (hereinafter referred to as Party D)

Village Collectivity of Jiuxian, Yangsuo County, Guangdong Autonomous Region (hereinafter referred to as Party E). Its legal address is in Jiuxian Village, Yangsuo County, Guangxi Autonomous Region.

Legal representative Mr. Mao. Position: Village Head; Nationality: Chinese following approval of the CJVLLC by the 14 village leaders (see approval doc hereafter n°1)

Has approved, in order to guarantee the landscape preservation of the End of February site, and as sine qua non conditions, to the validity of the contract signed on January 5th, The followings:

1/ The Village Collectivity will incorporate to the CJVLLC the additional land ponds and paths adjacent to the Exhibition /conference center according to hereafter conditions

See map appendix 1

2/ The Village collectivity mandates the College of Architecture of the South China University of Technology represented hereafter by Mister Gao Wei, and DaST represented by Mister Coustols

2/1/to prepare all the studies related to the conservation and preservation of the landscape and historical Village and surroundings in order to maintain and increase the touristic value of the site

2/2 to prepare all legal documents required by the Government to enforce the proposal

2/3/The zone that will be protected is represented on map appendix 2

3/ In the mean time and until Government's approval,

the Village Collectivity will not deliver any building permits to anyone comprised in the “to be protected perimeter”.

However, and due to the length of time required to prepare the dossier and obtain this approval, the Village Collectivity may grant building rights to the owners of constructible land after design approval by SCUT and DaST's representatives.

In any case no construction over 2 levels will be allowed in the zone and the morphology of the constructions will always follow the existing pattern in old Jiu Xian Village.

Article 1

Party E

1/1/Provides the following additional land use rights to be incorporated in the Joint Venture’s assets (namely XXX mus of ponds, land, paths adjacent to End of February) for 30 years see plan and contract appendix 3

1/2/ mandates the College of Architecture of the South China University of Technology represented hereafter by Mister Gao Wei, and DaST represented by Mister Coustols

1/2/1/to prepare all the studies related to the conservation and preservation of the landscape and historical Village and surroundings in order to maintain and increase the touristic value of the site.

1/2/2 to prepare all legal documents required by the Government to enforce the proposal.

1/2/3/ the zone that will be protected is represented on map appendix 2 and comprises mainly all the land from the Yulong River to End of February, the 3000 mus, the valley down Mount Guan Yin that connects to the old Village, the old Village and the surrounding paddy fields.

1/3/ in the mean time and until Government’s approval,

1/3/1 the Village Collectivity will not deliver any building permits to anyone comprised in the “to be protected perimeter”.

1/3/2 however, and due to the length of time required to prepare the dossier and obtain this approval, The Village Collectivity may grant building rights to the owners of constructible land after design approval by SCUT and DaST’s representatives.

In any case no construction over 2 levels will be allowed in the zone and the morphology of the constructions will always follow the old Jiu Xian Village existing pattern.

1/3/3 the village Collectivity will inform CJVLLC’s representatives of any sale or lease contract for which CJVLLC will have preferential rights to buy or lease

1/3/4 The Village Collectivity will be responsible of any disorder or accidents occurring to the WHU leased by the CJVLLC until the day the different owners have fulfilled their obligations (deliver the keys and clean their lot)

Party A

1/4 will pay to the village collectivity a rent of 300 yuans per year and per mu for the additional land ponds and paths adjacent to the conference and exhibition center.

Article 2 This Addendum to the Contract signed on January 5th 2009 and all other documents included in it are written in both Chinese and English and they have equal validity.

Article 3 This addendum to the Contract signed on January 5th 2009 has 7 original copies in Chinese and in English, one of each for Party A, one of each for Party B, one of each for Party C, one of each for Party D, one of each for Party E, one of each for the Joint Venture and one of each for submission, which are of the same validity. There are seven photocopied copies which are to be submitted to the relevant authorities.

Article 4 This Addendum to the Contract signed on January 5th 2009 is signed by the authorized representatives of Party A, Party B , Party C, Party D and Party E in Jiuxian Village, Yangshuo County, China on January 16th 2009 .

Party A: ___ Party B: ___ Party C: ___ Party D: Party E:

Legal representative (signature) Legal representative (signature) Legal representative (signature)