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CERTIFICATE OF ACCURACY

I, the undersigned, QinQin McCarthy, declare that I am fluent in the English and Chinese languages; that I have translated, transcribed, reviewed and/or edited the following English source file.

-(**natocore Contract 20100618.doc**)

I certify that to the best of my knowledge, ability and belief the same is a true and complete translation/transcription of the documents presented to me.

(Translator)

中外合作企业合同

SINO-FOREIGN COOPERATIVE JOINT VENTURE CONTRACT

第一条 总则 I. General Provisions

根据《中华人民共和国中外合作经营企业法》及其他相关中国法律法规，NATCORE科技远东控股有限公司和株洲国家高新技术产业开发区管理委员会基于平等互利原则，通过彼此友好协商，一致同意在中华人民共和国 湖南株洲国家高新技术产业开发区 共同建立中外合作经营企业，特订立本合同。

According to "PRC Sino-foreign Cooperative Joint Venture Law" and other relevant Chinese laws and regulations, based on the principle of equality and mutual benefits, through mutual friendly consultation, NATCORE Technology Far East Holdings Limited and Zhuzhou National Hi-Tech Industrial Development Zone Management Committee agree to establish Sino-foreign cooperative Joint Ventures in Zhuzhou National Hi-Tech Industrial Development Zone of the People's Republic of China, and enter into this contract.

第二条 合作双方 II. Joint Venture Parties

合同双方如下：The parties are as follows:

甲方：株洲国家高新技术产业开发区管理委员会——遵照中华人民共和国法律登记注册的机构（以下简称“甲方”），注册地为中国湖南省株洲市天元区，法定地址为 中国湖南省株洲市天元区黄河北路火炬大厦。

Party A: Zhuzhou National High-tech Industrial Development Zone Management Committee - registered in accordance with PRC law (hereinafter referred to as "Party A"), registered in Tianyuan District, Zhuzhou City, Hunan Province, China, and the official address is: North Yellow River Road, Torch Building, Tianyuan District, Zhuzhou City, Hunan Province, China

法定代表 Legal representative :

姓名 Name : 何剑波 Jianbo He

职务 Title : 主任 Director

国籍 Nationality : 中国 China

乙方：NATCORE科技远东控股有限公司（以下简称“乙方”），注册地为香港，法定地址为（待定）。

Party B: NATCORE Technology Far East Holdings Limited ("Party B"), registered in Hong Kong, the official address is (to be determined).

法定代表 Legal representative :

姓名 Name : Charles R. Provini

职务 Title : 总裁 President

国籍 Nationality : 美国 United States

甲乙双方均有权更换各方法定代表。若一方更换法定代表人，须向对方出具书面通知，告知其新更换的法定代表人或授权代表的姓名、职务、国籍、以及权限。若一方未及时通知对方有关更换法定代表人的事宜，应赔偿对方由此造成的直接损失。

Both parties have the right to replace their legal representatives. Should one party replace their legal representative, the party shall issue a written notice to the other party to inform its new replacement of legal representative or the name, position, nationality, and limits of authority of the authorized representative. Should one party fail to promptly notify the other party regarding replacement of the legal representatives, the party should compensate the other party directly incurred losses.

第三条 合作经营企业的设立 III. Establishment of Cooperative Joint Venture

3.01 合作企业双方一致同意依照《中华人民共和国中外合作经营企业法》、《中华人民共和国公司法》、中华人民共和国其他有关法律法规，以及本合同的规定，设立本公司。双方在签署本合同后，应立即签署《合作公司章程》。届时甲方应办理本合同与《合作公司章程》的批准手续、企业名称预核准手续，以及企业注册手续。乙方应配合甲方，向其提供办理手续所需的相关材料和信息。

3.01 Both parties agree to establish the company in accordance with "PRC Sino-foreign Cooperative Joint Venture Law," "Company Law of the People's Republic of China", other relevant laws and regulations of the People's Republic of China, and the provisions of this contract. Both parties shall sign "Joint Venture Company Articles of Association" immediately upon signing the contract. Whereupon Party A shall conduct the approval formalities of the contract and the "Joint Venture Company Articles of Association", pre-approval of the business name, as well as the business registration. Party B shall assist Party A and provide necessary materials and information related to the formalities.

3.02 合作企业的英文名称为“Natcore Technology China Limited Liability Company”（以下简称“Natcore远东”或“合作企业”），中文名称为 Natcore科技中国有限责任公司。

3.02 The English name of the cooperative Joint Venture is "Natcore Technology China Limited Liability Company" (hereinafter referred to as "Natcore Far East" or "Joint Venture"), the Chinese name is: Natcore科技中国有限责任公司.

3.03 合作企业的法定地址位于 湖南省株洲市天元区。

3.03 The legal address of the cooperative Joint Venture is located in Tianyuan District, Zhuzhou City, Hunan Province.

3.04 合作企业为中国法人，受中国的法律、法规和有关规章制度（以下简称“中国法律”）的管辖和保护，在遵守中国法律的前提下，从事其一切活动。

3.04 The Joint Venture is a Chinese legal entity, subject to jurisdiction and protection of Chinese laws, regulations and relevant rules and regulations (hereinafter referred to as "Chinese laws"), and shall engage in all their activities in compliance with Chinese laws.

3.05 合作企业的法律形式为有限责任公司。企业的利润、风险和损失由合同双方按照股份比例共同分享和承担。

3.05 The legal form of the Joint Venture is a limited liability company. The company profits, risks and losses are shared by both parties in accordance with the proportion of shares.

第四条 投资总额和注册资本 IV. Total Investment and Registered Capital

4.01 合作企业的投资总额为 3,000,000.00 美元（大写：叁佰万美元），工商注册资本金为 3,000,000.00 美元（大写：叁佰万美元）

4.01 The Joint Venture investment amount is U.S. \$ 3,000,000.00 dollars (Three million dollars), and the industrial and commercial registered capital is U.S. \$ 3,000,000.00 dollars (Three million dollars).

4.02 合作企业有限责任公司股东权益共为 9,000,000 股（以下简称“有限责任公司股东权益”）。根据下文第 4.03 条对合同各方现金投资额的规定，甲方投资现金 250 万美元持有 4,050,000 股有限责任公司股东权益，占总股比的 45%。乙方持有 4,950,000 股有限责任公司股东权益，占总股比的 55%，其中技术股占总股比的 38.3%，现金投资 50 万美元占总股比 16.7%。

4.02 The total interests of shareholders of the Joint Venture limited liability company is 9,000,000 (hereinafter referred to as "limited liability company interests of shareholders.") According to cash investment provisions of the contractual parties in Artical 4.03, Party A invests 2.5 million U.S. dollars of cash, holding 4,050,000 shares of

limited liability company interests, accounting for 45% of the total shares. Party B holds 4,950,000 shares of limited liability company interests, accounting for 55% of the total shares, among which the technology shares account for 38.3% of the total shares and the cash investment of \$ 500,000 U.S. dollars accounts for 16.7% of the total shares.

4.03 甲方和乙方应当向合作企业缴纳以下数额的现金出资：

4.03 Party A and Party B shall submit the following amount of cash contributions to the Joint Venture:

双方应在本合同签订之后 (二十) 20 个工作日内一次性注资到甲乙双方注册的共同账户上，其中甲方合计缴纳 2,500,000 美元，乙方合计缴纳 500,000 美元

Both parties shall should submit a one-time capital injection to the jointly registered account of both parties within 20 working days upon signing the contract, among which Party A shall submit a total of USD \$ 2,500,000, and Party B USD \$500,000.

4.04 甲乙双方应向合作企业缴纳以下非现金出资：

4.04 Both parties shall submit the following non-cash contributions to the Joint Venture:

甲方协助合作企业在高新技术产业开发区建立若干研究、开发和生产设施以进一步以满足关于通风、供水、生产规模、用电、安全、废物处理等方面的要求，所产生的全部费用有合作企业承担。Party A shall assist the Joint Venture to establish a number of research, development and production facilities in the high-tech industrial development zone to meet requirements on ventilation, water supply, production scale, electricity, security and waste disposal, and the Joint Venture shall be responsible for all the costs incurred.

第五条 董事会 V. Board of Directors

5.01 合作企业注册成立之日即为合作企业董事会成立之日，在此之前，完成合作公司章程准备、注册资本金到位、董事会组建等全部工作。

5.01 The date of incorporation of the cooperative Joint Venture shall be the day of the establishment of the Joint Venture board of directors, before then, the Joint Venture shall complete preparation of the Joint Venture Articles of Association, registered capital in place, as well as setting up the board of directors.

5.02 董事会由五 (5) 名董事组成，其中两 (2) 名由甲方委派，三 (3) 名由乙方委派。董事长由乙方委派，副董事长由甲方委派。董事、董事长和副董事长任期为四 (4) 年，任期满后经所属方委派可以连任。若因董事退休、辞职、罢免、丧失行为能力、死亡，而导致董事会席位空缺，则由该董事席位所属方委派一名继任者履行完毕该董事的任期。

5.02 The Board of Directors is consisted of five (5) directors, of which two (2) are appointed by Party A, and three (3) are appointed by Party B. The Chairman is appointed by Party B, and the vice-chairman is appointed by Party A. Directors, Chairman and Vice Chairman serve four (4) years and can continue to serve upon appointment by the respective parties upon expiration. Should a director retires, resigns, is removed, incapacitated, or died, and resulting in vacant director seat, the party that is responsible for the seat shall appoint a successor to fulfill the director's term.

5.03 董事会是合作企业的最高权力机关，决定合作企业的一切重大问题。

5.03 The Board is the highest authority of the cooperative Joint Venture that decides all major issues of the cooperative Joint Venture.

5.04 董事长是合作企业的法定代表人。如果董事长以任何原因无法履行职责，应授权副董事长或其他董事临时代表其处理合营企业的相关事宜。

5.04 The chairman of the board is the legal representative of the cooperative Joint Venture. Should the chairman of the board for any reason be unable to perform their duties, vice-chairman or other directors shall be authorized to temporary Joint Ventures on behalf of its deal with related issues.

5.05 董事长应当至少每年召开一（1）次董事会议，会议由董事长召集并主持。在超过三分之一（1/3）董事的提议下，董事长可以召开临时董事会。每次会议记录应当归档保存。董事长应至少在每次董事会召开前（十五）15天，书面通知各董事会成员，并在该通知上注明会议召开的时间、地点、以及议程。未向各董事发布适当通知而召开的董事会会议将被视为无效，除非该董事于会前或会后向董事长和副董事长书面申明无须会议通知。

5.05 The Chairman of the board shall hold at least one (1) board meeting each year, the meeting shall be convened and chaired by the chairman of the board. In more than one-third (1/3) of the proposals from the directors, the chairman of the board can call an interim Board meeting. Each meeting minutes shall be kept on file. Chairman of the Board shall notify all board members in writing 15 days prior to the meeting, and state in the notice the meeting time, location and agenda. Without proper notice to the directors the board meetings convened will be deemed null and void, unless the directors have submitted written statements to the chairman and vice chairman before or after the meeting that no notices are necessary.

5.06 仅当有四名或四名以上董事出席会议时，该董事会议方视为合法有效。董事因故不能出席，可出具委托书委托他人代表其出席和表决。

5.06 When there are four or more directors attending the meeting, the board meeting may be regarded as valid. Directors who are unable to attend may issue a proxy appointing other people to attend and vote on their behalf.

5.07 一方若任免董事、委派或更换董事长或副董事长，都应向对方发布书面通知，在收到对方回复后该任免、委派或更换方能生效。上述人事任免、委派、更换都应报送至审批单位存档，并至相关法定工商行政管理部门登记备案。

5.07 Should one party appoint or remove directors, appoint or replace the chairman or vice chairman, the party shall issue a written notice to the other party, and shall receive replies from the other party before the appointment and removal, appointment or replacement take effect. The above-mentioned appointment and removal, appointment or replacement shall be submitted to the examination and approval unit to archive, and to the relevant statutory industrial and commercial administrations for registration.

5.08 合作企业应承担董事因其董事身份而被追究的一切法律赔偿责任。若董事被追究的赔偿责任由故意不当行为，严重渎职，或违反刑法造成，则不在补偿之列。

5.08 The cooperative Joint Venture shall bear all legal liabilities borne by directors due to their identity as directors. Should the liability of directors to be held is of willful misconduct, gross negligence, or violation of criminal causes, it shall then be not in the compensation list.

5.09 董事会议可以电话或视频会议的形式进行，但须确保出席的各董事彼此交流畅通。
5.09 The board meeting may be held through telephone or video conferencing, but smooth communications among the directors attended shall be ensured.

5.10 董事应无偿服务。合作企业应报销董事履行公务和出席董事会议的费用（包括差旅费等相关费用）。

5.10 Directors shall provide free services. The cooperative Joint Venture shall reimburse expenses for directors conducting official duties and attending board meetings (including travel and related expenses).

第六条 合作企业知识产权使用

VI. Utilization of Intellectual Property of the Joint Venture

6.01 乙方保证该液相沉积技术(以下简称“该技术”)由Rice大学研发，并已获美国专利，专利号为 US 2006/0135001 A1。

6.01 Party B shall ensure that the liquid phase deposition technology (hereinafter referred to as "the Technology") is developed by the Rice University, and has received the United States Patent No. [REDACTED].

6.02 乙方保证 NATCORE 美国公司与 Rice 大学于 2004 年 3 月 31 日就该技术签订了独家专利授权使用协议（此独家专利授权使用协议见本合同附件）。

6.02 Party B shall ensure NATCORE U.S. entered into an exclusive patent licensing agreement on the technology with the Rice University on March 31, 2004 (See attachment of the exclusive patent licensing agreement).

6.03 乙方保证 NATCORE 美国公司在全球独家授权合作公司使用该技术，合作公司需具有使用该技术的授权书，合作公司在有效经营期内所产生的全部知识产权归合作公司所有。

6.03 Party B shall ensure that NATCORE US authorizes the Joint Venture exclusive rights to use the technology globally, and the Joint Venture shall have the Letter of Authorization to use the technology, all intellectual properties generated during the effective management period of the Joint Venture shall belong to the Joint Venture.

6.04 使用该技术需缴纳的版权费用由合作公司按销售收入与成本差价的 2% 的比例进行缴付，该版权费用应列入合作公司的生产成本内。

6.04 The copyright fees required for using the technology shall be paid by the Joint Venture by 2% of the difference between sales revenue and cost, the royalties should be included in the production costs of the Joint Venture.

6.05 乙方应授权合作企业使用乙方以下知识产权、研发设施和人员：以合理商业目的会见 Andrew Barron 教授，会见 Dennis Flood 博士，使用 Rice 大学的共有研发资源以及 Nanotech West 研究室的设备，促进本合作企业既定目标的实现。

6.05 Party B shall authorize the Joint Venture to use the following intellectual properties, R & D facilities and personnel: meeting Professor Andrew Barron with a reasonable business purposes, meeting with Dr. Dennis Flood, the use of shared R & D resources with the Rice University, and Nanotech West Laboratory equipment, in order to promote realization of the established goals of the Joint Venture.

6.06 甲方保证乙方所拥有知识产权在中国境内不被其他任何公司或个人侵犯。乙方应保证其知识产权权属清晰，保证其合法性、有效性和排他性，由于乙方知识产权权属问题对甲方产生的一切经济损失由乙方承担。

6.06 Party A shall ensure that Party B's intellectual property rights in China are not violated by any other companies or individuals. Party B shall ensure the clear ownership of their intellectual properties and ensure their legitimacy, effectiveness and exclusive ownership, all the economic losses generated by the ownership of the intellectual property issues shall be borne by Party B.

第七条 生产和经营的目的范围和规模

VII. Production and Business Scope and Scale

7.01 合作企业设立的目的是组建和经营“Natcore 远东”的在华业务。Natcore 远东公司将开展以下业务：

7.01 The Joint Venture is established to organize and operate businesses of "Natcore Far East" in China. Natcore Far East will carry out the following businesses:

- i. 使用乙方授权技术开发和销售太阳能电池抗反射膜（以下简称“ARC”系统）液相沉积工

艺和设备；或者其他类似的液相沉积技术应用，例如 LPD/SiN、SiN/PLD 技术在晶体硅或薄膜电池表面的钝化；以及其他在晶体硅电池或薄膜电池进行光或表面提升的应用（这些技术以下统称为“技术”）。

i. Use Party B's licensing technology to develop and sell Anti-Reflective Coating on solar cells (hereinafter referred to as "ARC" System) liquid phase deposition process and equipment; or other similar liquid deposition technology, such as passivation of LPD / SiN, SiN / PLD technology on crystalline silicon or thin film cell surface; as well as optical or surface enhancement application of other crystalline silicon cells or thin film cells (these technologies are collectively referred to as "the technologies").

ii. 通过在华以及全球范围的销售和市场营销途径推广技术：通过销售途径分销技术的方式包括许可协议以及适当的特许经营；

ii. Promote the technologies through China and worldwide sales and marketing channels: through sales channels distributing the technologies including licensing agreements and appropriate franchising;

iii. 通过与研究中心/国家级实验室、设备制造商或者终端客户达成的适当开发协议推广技术；

iii. Promote the technologies through appropriate development agreements with research centers / national laboratories, equipment manufacturers or end-users;

iv. 开发有助于技术商业化的附加型知识产权；

iv. Develop add-on intellectual property rights facilitating technology commercialization;

v. 研发一项自闭式、自补偿原型，用于生产 ARC 系统或者晶体硅和太阳能薄膜电池中的类似材料；

v. Research & develop a self-closing, self-compensation prototype for the production of ARC system or similar materials in crystalline silicon and solar thin film cells;

vi. 生产适销于中国以及全世界市场范围的产品，该产品可附带或不附带有利于后续销售的自闭式、自补偿 ARC 系统。

vi. Produce products marketable in China and the world markets, the products can be with or without self-closing, self-compensation ARC system beneficial to subsequent sales.

7.02 交易行为受有关司法机关制定的法律法规约束。

7.02 Transactions are subject to relevant judiciary laws and regulations.

第八条 产品的销售和分销 VIII. Sales and Distribution

8.01 合作企业永久独享中国境内 ARC 系统的生产权和经销权。乙方保证该项技术永久不被其他任何公司或个人通过转移、特许经营、参股等形式在中国境内生产、销售类似系统。由于乙方违约对甲方造成的一切损失由乙方承担。

8.01 The Joint Venture permanently enjoys exclusive production rights and distribution rights of the ARC system in China. Party B shall ensure that the technology will permanently not be used for production and distribution in China by any other companies or individuals through transfer, franchising, or equity participation. All damages caused by Party B to Party A due to Party B's violation should be borne by Party B.

8.02 自交付第一项技术产品给用户之日起，合作企业享有五（5）年内为全球市场生产、经销 ARC 系统的独占权。在此期间内，乙方保证该项技术不被其他任何公司或个人通过转移、特许经营、参股等形式在全球范围内生产、销售类似系统。由于乙方违约对甲方造成的一切损失由乙方承担。

8.02 From the date the first technology products delivered to users, the Joint Venture has five (5) years of ARC system exclusive rights of production and distribution for the global market. During this period, Party B shall ensure the technology will not be used for global production and distribution by any other companies or individuals through transfer, franchising, or equity participation. All damages caused by Party B to Party A due to Party B's violation should be borne by Party B.

8.03 上述独家协议必须以 Natcore 远东公司能提供质量合格和价格较低或具有竞争力的产品为前提。

8.03 The above-mentioned exclusive agreement has the precondition that Natcore Far East must be able to provide quality and lower or competitive priced products.

8.04 为了对销往国内外的产品提供维修服务，合作企业可以经中国有关主管部门批准后设立销售分支机构来提供上述服务。

8.04 In order to provide maintenance services to products sold at home and abroad, the Joint Venture can establish distribution offices to provide these services upon approval from relative Chinese authorities.

第九条 合作企业的合作期限 IX. Term of Joint Venture Cooperation

9.01 合作企业的成立之日为营业执照签发之日，经营时间为（二十）20 年，在此期限内，双方不得以任何理由中止合作。

9.01 The establishment date of the Joint Venture shall be the date the business license is issued, with operating term of (twenty) 20 years. During this period, both parties may not suspend the joint venture cooperation with any reasons.

9.02 前款约定经营期满后，若双方愿意继续合作经营，合作期限另行商议。若任何一方希望终止合作企业的经营，该方应提前不少于九十（90）天通知对方关于终止合作企业的意向。发出终止通知书的一方有权收购非终止一方的股东权益，收购价由独立评估机构评估后确定。在终止方收购非终止方的股东权益后，终止方应根据现行相关法律对合作企业进行清算。

9.02 Upon expiry of the preceding operating agreement, should both parties be willing to continue the joint venture cooperation, the term of cooperation may be further discussed. Should either party wish to terminate the Joint Venture operation, the party shall notify the other party the intent of terminating the Joint Ventures not less than ninety (90) days in advance. The party that issued the termination notice is entitled to acquire interests of shareholders from the other party, and the purchase price shall be determined upon evaluation by an independent evaluation agency. After the termination party acquires interests of shareholders from the other party, the termination party shall settle accounts of the Joint Venture in accordance with relative existing laws.

9.03 合作企业终止后，所有由乙方授权的知识产权仍归为乙方独享控制。

9.03 Upon termination of the Joint Venture, all the intellectual property rights authorized by Party B shall be under exclusive control of Party B.

9.04 由一方提议并经董事会决议通过，合作企业经营期限延长申请应不迟于经营期满前六个月报对外贸易与经济合作部（或其授权的审批部门）予以审批。

9.04 As proposed by one party and passed by the board meeting, the Joint Venture cooperation term extension application shall be submitted to the Ministry of Foreign Trade and Economic Cooperation (or its authorized examination and approval department) for review and approval no later than six months before the expiry of the cooperation.

第十条 本合同的修订、变更和终止

X. Contract Amendment, Revision and Termination

10.01 本合同的修订本或者其他附件应由甲乙双方签署书面协议，并经原审批部门批准后生效。

10.01 The revised contract or other annexes shall be signed with a written agreement by both parties and approved by the original examination and approval department to enter into force.

10.02 如因不可抗力导致严重的连年亏损使得本合同未能履行或合作企业无法继续运营，经董事会决议和报原审批部门批准后，合作企业和本合同可于经营期满前终止。

10.02 Should there be serious losses as a result of force majeure year after year and result in the contract unable to fulfill or the Joint Venture unable to continue operation, upon the board meeting resolution and approval by the original examination and approval

department, the Joint Venture and the contract can be terminated before the expiry of the cooperation.

第十一条 违约责任 XI. Breach of Contract

11.01 因一方不执行本合同和公司章程规定的义务而导致合作企业无法继续运营或无法实现其经营目标，或一方严重违反本合同和公司章程的规定，则该方被视为单方终止合同。经原审批机关批准后，对方有权根据本合同的规定终止合同，并有权索赔。若甲乙双方一致同意继续经营，违约方应赔偿合作企业的经济损失。

11.01 Should one party fail to perform obligations under the contract and Articles of Association leading the cooperative Joint Venture cannot continue to operate or fail to achieve its business objectives, or one party seriously breach the contract and Articles of Association, then that party is considered to terminate the contract unilaterally. Upon approval from the original examination and approval authority, the other party has the right to terminate the contract according to provisions of this contract, and the right to claim. Should both parties agree to continue operation, the party in breach shall compensate the economic losses of the Joint Venture.

11.02 若甲方或乙方无法按照本合同第五条规定按时出资，该违约方的所有者权益应按其未出资额所对应的比例扣减。

11.02 Should Party A or Party B fail to contribute capitals on time in accordance with the provisions of Article V of the contract, the owner's equity of the party in breach shall be deducted according to the proportion of its corresponding capital contribution.

11.03 由于一方违约，造成本合同及其附件不能履行或不能完全履行时，由违约方承担违约责任；如属双方违约，根据实际情况，由双方分别承担各自应尽的违约责任。

11.03 Should one party breach the contract and result in the contract and its annexes unable to be fulfilled or fully fulfilled, the party in breach shall be liable for breach of contract; should both parties breach the contract, according to the actual situation, both parties shall be respectively liable for breach of contract.

第十二条 不可抗力与保险 XII. Force Majeure and Insurance

12.01 合同任何一方因不可抗力而无法执行合同，如地震、台风、洪水、火灾、战争或其他突发事件，且对其发生和后果不能防止或避免的不可抗力，致使直接影响合同的履行或不能按约定的条件履行时，遇有上述不可抗力的一方，应立即电报通知对方，并于十五（15）日内提供不可抗力详情，或者部分不能履行，或者需要延期履行的理由的有效证明文件，此项证

明文件应由不可抗力发生地区的公证机构出具。按其合同履行影响的程度，由双方协商决定是否解除合同，或者部分免除履行合同的责任，或者延期履行合同。

12.01 Should any party to the contract fail to perform the contract due to force majeure such as earthquake, typhoon, flood, fire, war or other emergencies, and force majeure with unpreventable or unavoidable occurrence and consequences, resulting in direct impact on execution of the contract or execution not in accordance with agreed conditions, such party encountered the above-mentioned force majeure shall promptly notify the other party by telegram, and shall provide within fifteen (15) days detailed information of force majeure, or valid proof documents of reasons that portions cannot be executed, or delayed execution, this proof documents shall be issued by a local public notary office where force majeure occurs. According to the degree of execution impact on the contract, both parties shall mutually agree whether to terminate the contract, or exempt part of the contract responsibilities, or extend the contract.

12.02 合作企业在经营期内为保护公司不因各类灾害而受损失，应向中华人民共和国境内保险公司投保。投保的险种、价值和期限应由董事会根据中国人民保险公司的规定决定。

12.02 Should the Joint Venture suffer losses in order to protect the company during the operation period due to various types of disasters, it shall insure with a PRC insurance company. The insurance coverage, value and duration shall be decided by the Board under the provisions of the Chinese People's Insurance Company.

第十三条 法律适用 XIII. Applicable Laws

本合同的订立、效力、解释、执行和争议的解决均应遵从中华人民共和国相关法律法规。The contract formation, validity, interpretation, execution and dispute settlement shall comply with relevant Chinese laws and regulations.

第十四条 争议的解决 XIV. Settlement of Disputes

凡因执行本合同所发生的或与本合同有关的一切争议，双方应首先通过友好协商解决，若协商不能解决，应提交合作公司注册地仲裁委员会根据该会的仲裁程序暂行规则进行仲裁。仲裁的裁决是终局的，对双方均有约束力。在仲裁过程中，除双方有争议正在进行仲裁的部分外，本合同应继续履行。

For any disputes arising from the execution of this contract or in connection with this contract, both parties should first resolve through friendly consultations, should no resolutions be reached, they shall be submitted to the arbitration committee where the Joint Venture is registered to for arbitration in accordance with the provisional rules of the arbitration procedure. The arbitration award is final and binding on both parties.

During the arbitration process, this contract shall continue to be executed for portions not in dispute for arbitration.

第十五条 语言 XV. The languages

合同用中文和英文写成。两种文字具有同等效力。上述两种文本如有不符，以中文文本为准。

The Contract is in both Chinese and English. Both are equally authentic. Should there be any discrepancies between the two versions, the Chinese version shall prevail.

第十六条 合同生效及其他 XVI. Execution of Contract and Others

16.01 根据本合同规定的各项原则订立的如下附属协议文件，包括：项目协议、技术转让协议、销售协议等，均为本合同的组成部分。

16.01 The following ancillary agreement documents entered into according to the principles of this contract, including: the project agreement, technology transfer agreement, and sales agreement, are an integral part of this contract.

16.02 本合同及其附件，自中国商务部（或其委托的审批机关）批准之日起生效。

16.02 The Contract and its annexes are effective upon the date of approval from the Chinese Ministry of Commerce (or its authorized examination and approval authority).

16.03 双方如使用电报、电子邮件（要求有邮件回执）、电传等方式发送与对方权利义务有关的通知，应随之以书面信件通知。合同中所列双方的法定地址为收件地址。

16.03 Should both parties use telegraph, e-mail (requires e-mail receipt), telex and other methods to send notices relevant to obligations of the other party, written notices shall be followed. The legal addresses for both parties listed in the Contract shall be the delivery Addresses.

16.04 本合同需经乙方申报至其董事会及美国 NATCORE 上市公司所属的证券交易所的认可及批准，方能产生实际效力。本合同签订后（二十）20 个工作日内，乙方需给甲方明确回复，否则视同认可本合同。

16.04 The Contract shall be submitted by Party B to its board of directors and the Stock Exchange where U.S. NATCORE is listed for approval before it's effective. Party B shall provide Party A with definite response within (twenty) 20 working days upon signing of this contract, or the contract shall be deemed as approved.

本合同于年月日由双方指定的授权代表在中国株洲签署，一致同意履行本合同的规定。
本合同一式肆(4)份，双方各执贰(2)份。

This contract is signed by authorized representatives designated by both parties in Zhuzhou China on _____, and both parties agree to perform the contract. This contract has four (4) copies; each party holds two (2) copies.

株洲国家高新技术产业开发区管理委员会

Zhuzhou National Hi-Tech Industrial Development Zone Management Committee

代表人 Representative (签字 Signature) : Signed “Jianbo He”

姓名 Name: 何剑波 Jianbo He

职务 Title: 主任 Director

NATCORE 科技远东控股有限公司

NATCORE Technology Far East Holdings Limited

代表人 Representative (签字 Signature) : Signed “Charles Provini”

姓名 Name: Charles Provini

职务 Title: 总裁 President