



April 7, 2010

Jason Wong
NIVS (USA) IntelliMedia Technology Group, Inc.
NIVS Hi-tech Park
29-31 Shuikou Road
Huizhou, Guangdong, P.R.C., 516005
86-752-3138568

Dear Jason:

Welcome to the ARIA Resort & Casino. We are delighted you have considered us as the site for the NIVS (USA) IntelliMedia Technology Group, Inc. on April 10, 2010. As your Catering Manager, I will be your main contact from the beginning to a successful ending! I can make recommendations for all food and beverage, décor, floral centerpieces, specialty themes and audio-visual requirements. Please call on me for any assistance you may need.

Below is a brief recap of the function space we are currently holding for you. Please review it carefully and let me know if there are any changes.

Date	Description	Start Time	End Time	Agreed	Room Rental
4/10/2010	Meeting	12:30 PM	2:30 PM	30	\$500.00
4/10/2010	Lunch	12:30 PM	1:30 PM	20	\$0.00

Enclosed is the Catering Contract for your event. A signed copy should be returned to my attention by **Wednesday, April 7, 2010**. Please make note of the following items when reviewing your contract:

- To secure the above space, the signed contract and deposit are due by **Wednesday, April 7, 2010**.
 - Please note applicable dates pertaining to the cancellation and refund policy.
 - Deli Lunch Buffet @ \$52.00 per person
 - All food/beverage pricing subject to 20% service charge and 8.1% sales tax
 - Estimated audio/visual charges at \$1,100.00 for Meeting Room Package 1 (subject to change)
 - **Credit card to be charged \$3,000.00 based on total estimated charges/overages. Should total event cost be less than deposit received, credit card will be refunded the difference. Should estimated charges exceed the deposit collected, the credit card on file will be charged the additional amount(s) while group is still on-site.**

I look forward to working with you on a successful event. Please do not hesitate to contact me with any questions or assistance with your program.

Sincerely,

ARIA Resort & Casino

Nicholas Kustudia
Catering Manager
Enclosure

ARIA Resort & Casino

Catering Policies and General Information

GUARANTEES: Guaranteed numbers of attendees for all functions must be received in the Catering Office three (3) business days prior to the function and four (4) business days for functions on Sundays and Holidays. Meeting Group will be charged the guaranteed number of attendees or the number of people actually served, whichever is greater. For groups with assigned seating, the final diagram must be submitted with your guarantee count. In addition, Hotel will not set more than 3% above your guaranteed number of attendees, not to exceed 50 people. If a guarantee count is not received, the number of guests indicated on the Banquet Event Order will be the guaranteed attendance. Reception stations are charged on the total number of guests guaranteed.

TAX AND SERVICE CHARGE: All Food and Beverage prices are subject to a 20% service charge and 8.1% sales tax (subject to change). Service charge is not taxed. Tax-exempt organizations must furnish a Certificate of Exemption to the Catering Office at least two weeks prior to the event.

FOOD AND BEVERAGE: To ensure compliance with County Board of Health food handling regulations, all food must be consumed on Hotel premises at the contracted time, except for "to-go" meals, arranged in advance. Hotel is the sole provider of all food served in the Convention Area. No food will be permitted to be brought into the Convention Area by a guest or any of the customer's guests or attendees.

In compliance with Nevada Liquor Laws, Hotel is the only authorized licensee able to sell and serve liquor, beer and wine in the banquet facilities. Hotel reserves the right to refuse service to any person who visibly appears to be intoxicated. No one under twenty-one years of age will be served alcoholic beverages. Hotel reserves the right to inspect the identification of any person attending events in the Convention Area.

PAYMENT: To secure Group's event at ARIA Resort & Casino, a signed copy of this agreement and a non-refundable deposit (100% of total estimated charges) in the amount of **\$3,000.00 due on April 7, 2010**. Full payment, based on the anticipated attendance, shall be made in full by cash, company check, money order, cashier's check or credit card (with the pre-authorization form completed) at least fourteen (14) days prior to the event. All deposits are non-refundable and will be applied toward liquidated damages and not as a penalty, as a result of any cancellation not due to a Force Majeure event.

MASTER ACCOUNT / BILLING PROCEDURES: Should the estimated charges for the program exceed \$20,000.00 and Group wishes to establish a master account for the purpose of billing guest rooms, tax, incidentals and/or any group functions, the Catering Manager will forward a ARIA Resort & Casino credit application to be completed by Group. The ARIA Resort & Casino must receive the credit application no later than ninety (90) days prior to the event date. Any credit applications submitted within ninety (90) days prior to the event date may be declined for consideration.

In order to lessen the likelihood of potential billing disputes, master account charges are to be reviewed on a daily basis, if necessary with the Catering Manager.

Once the master account has been established, ARIA Resort & Casino shall provide Group with a bill following the event. Full payment is required within thirty (30) days of the receipt of invoice. If payment is not received thirty (30) days from receipt of the invoice, an interest charge of 1.5% per month will be charged on the outstanding balance due.

ARIA Resort & Casino expects payment in the form of a Company Check, Cashier's Check, Money Order or Credit Card.

Group agrees that by signing the check for food, beverage, and/or other services, Group acknowledges the fact that there is no dispute over such services and Group is solely responsible for the payment of the total amount

due.

SERVICE CHARGES:

Chefs and Attendants - A labor charge of \$175.00 per Chef or Attendant will be added to the Banquet Event Order.

Sushi Chef - A labor charge of \$400.00 per Sushi Chef will be added to the Banquet Event Order.

Bartender - A labor charge of \$175.00 per Bartender will be added to the Banquet Event Order.

Coffee Breaks with 35 persons or less will have a \$100.00 service charge added to the final arrangements.

Meal functions with 35 persons or less will have a \$300.00 service charge added to the final arrangements.

Cash Food and Beverage functions - Requires approval by Hotel Management in advance of function. Minimum costs do apply.

Coat Check Facilities are available upon request. Attendants are \$175.00 for a four hour period.

Receptions, except those preceding a dinner, require a \$68.00 per person minimum expenditure in food, excluding beverage, tax and service charge.

OUTSIDE/POOLSIDE EVENTS: Some of the Hotel's outdoor locations are available for private parties.

Each area has specific rental fees, time guidelines and Food & Beverage minimums. Additional information can be provided upon request.

Lighting is required for all outdoor evening events. Lighting costs are based on the location used, type of event being planned and safety of your guests.

Lifeguards are required for all poolside events at a charge of \$175 per lifeguard for a four hour period. The number of lifeguards will vary based on the size of the event.

Cabanas may be requested based on availability for an additional charge.

Hotel reserves the right to make the final decision to use indoor facilities in case of inclement weather on the day of the event.

ARIA SECURITY: ARIA provides all in-house services for all your group's security needs. All officers provide the Five Star Quality customer service that has made ARIA one of the premier properties in the world. All officers are C.P.R. And A.E.D. Certified, and have complete knowledge of all emergency and evacuation procedures. Your guests not only have the officers provided for their event, but unlimited access to all security officers, supervisors and managers on a 24 hour, seven day a week basis to provide safety and security at every level.

FLOORPLANS: Fire Marshal approved plans are also required for all meetings or catered events of 300 persons or more. Approval of the plans will be charged by the Clark County Fire Department as follows:

Plans submitted prior to 14 days before the event are subject to a 300 per plan fee.

Plans submitted within 14 days of the event are subject to a \$450 per plan fee.

Revisions to previously submitted plans within 14 days of the event are subject to an additional \$450 per plan fee.

Floor plans are final once approved by the Fire Department. No additional equipment, tables or decor may be added. However, the Fire Department will allow deletion of equipment, tables and decor from the final floor plan. Regulations of the Clark County Fire Department, Fire Prevention Bureau must be observed in their entirety.

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3 of 7

DECORATIONS, DISPLAYS AND SIGNS: It is Group's responsibility to ensure it's contracted decorator provide the Clark County Fire Department with all proper certification of fire-retardant materials. This must be done in advance of the function. The decorator must also have in their possession, at the time of setup in the Hotel, copies of such certificates for presentation upon request by Hotel and/or Fire Department.

Displays, signs, and/or decorations may not be used unless and until ARIA Resort & Casino gives approval for them. If approved, Group agrees to be responsible for any damage done to equipment or function room, including damage or excessive cleanup made necessary by decorators or outside agencies during set-up or teardown.

Affixing any materials to the walls, floors, ceilings or furnishings is not permitted. Additional charges will be incurred to handle any banners, posters, and signs.

SHIPPING/PACKAGES: Contact the Business Services Center at 702-891-3095 for charges and information. Incoming packages are to be addressed as follows:

ARIA Resort & Casino Hotel
c/o Business Center
3730 Las Vegas Boulevard South
Las Vegas, NV 89109
Group Name: _____
Recipient's Name: _____
Event Dates: _____

Each package must be labeled with the name of the registered guest who is responsible for the handling charges.

FLORAL/AUDIO VISUAL: For any event occurring on the premises requiring floral or audiovisual, ARIA Resort & Casino's in-house floral and audiovisual departments must be used. Accommodation fees will be assessed to production companies previously approved to utilize their own equipment.

MGM MIRAGE EVENTS

MGM Mirage Events is a division of MGM MIRAGE offering decorating and entertainment services. No meeting or food and beverage event is too large or too small for creative wall treatments, florals, linens, custom designed props and signage. A fully staffed workshop provides convenient one stop shopping for all special events. For additional information, please contact MGM Mirage Events at 702-792-7798.

SMOKING POLICY: The ARIA Resort & Casino Conference Center is a non-smoking facility. Designated smoking areas are located at the south and north entrances to the Conference Center.

MISCELLANEOUS:

Merchandise for Sale

Any function with an admission charge or fee, or has merchandise for sale, must be approved and licensed with the Clark County License Board. A copy of the certificate must be presented to the Catering Office at least three (3) days prior to the event.

Loss or Damage

Hotel is not responsible for loss or damage to any property the organization or its guests bring to Hotel, before, during or after the use of the facilities.

LIABILITY: Group agrees to protect, indemnify, defend, and hold harmless ARIA Resort & Casino and its employees and agents against all claims, losses, or damage to persons or property, government charges, fines,

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and costs (including reasonable attorney’s fees) arising out of or connected with the use of the facilities, including but not limited to the installation, removal, maintenance, occupancy or use of the premises, or any part thereof, by Group, or any guest, invitee or agent of Group or any independent contractor hired by Group, except those claims arising out of sole negligence or willful misconduct of ARIA Resort & Casino.

ARIA Resort & Casino is not responsible for loss of or damage to any property that is delivered or addressed to Group, Group’s guests or invitees or which Group, Group’s guests or invitees bring to the ARIA Resort & Casino or leave at the ARIA Resort & Casino, before, during or after the use of the facilities.

FORCE MAJEURE / IMPOSSIBILITY: Either party may be excused from its obligation to perform under this Agreement in the event that acts of God, war, government regulation, riots, disasters or strikes renders such performance objectively impossible or illegal. Under no circumstances shall an informational or recognitional picket line excuse a party from performance hereunder. The excused party is obligated to promptly resume performance in accordance with the terms of the Agreement after any such intervening cause ceases. In the event that at the time of the Force Majeure Cause, Hotel has incurred expenses which under the Agreement are the responsibility of Meeting Group, then for the period of use until the time of termination, and to the extent Hotel has incurred such expenses, Group shall be liable to Hotel, unless reimbursement is waived by Hotel.

CANCELLATION POLICY AND LIQUIDATED DAMAGES: ARIA Resort & Casino has agreed to offer favorable terms to Group based on the expectation that Group’s event will generate profits for ARIA Resort & Casino from function space usage, and food and beverage events. Additionally, ARIA Resort & Casino expects to generate significant ancillary profits from sources, including but not limited to retail outlets, and entertainment (“Ancillary Sources”). In the event that Group cancels the event, ARIA Resort & Casino will suffer the loss of profits associated with the function space usage, food and beverage events, and Ancillary Sources, and will incur additional expenses generating new business for the cancelled dates. It is more likely that ARIA Resort & Casino will suffer a greater loss of profits the closer a cancellation is to the event date because ARIA Resort & Casino will be more likely to compromise prices or accept groups outside of its desired profile in order to avoid complete loss of revenue. The parties agree that if Group cancels its event, actual damages will be difficult to ascertain. Additionally, the parties agree that such a cancellation will result in a significant loss of profits from the direct and Ancillary Sources detailed above as well as other sources not specifically mentioned. Group recognizes that because ARIA Resort & Casino’s business relies heavily on Ancillary Sources of revenue, the actual damages suffered by ARIA Resort & Casino will, most likely, exceed the total amounts payable by Group and its attendees for function space and catering under this Agreement. Accordingly, the parties agree that because actual damages would be extremely difficult to ascertain and the scope of those damages is significant, the liquidated damages set forth in the table below constitute a fair and reasonable estimation of the actual damages ARIA Resort & Casino will suffer in the event of such a cancellation by Group. Group understands that, but for its agreement to pay and its agreement that the liquidated damages set forth below are reasonable and fair under the circumstances, that ARIA Resort & Casino would not have entered into this Agreement. In the event that Group cancels the event for any reason, other than pursuant to the Force Majeure section, it shall pay as liquidated damages, and not as a penalty, the amount set forth below in the table below based on the date of cancellation.

Date of Cancellation	Liquidated Damages Due
Within fourteen (14) days prior to event	100% of estimated revenue, plus all applicable taxes.
From fifteen (15) to forty-five (45) days prior to event	75% of estimated revenue, plus all applicable taxes
From forty-six (46) to ninety (90) days prior to event	50% of estimated revenue, plus all applicable taxes
From ninety (90) prior to event or further	Total of non-refundable deposit, plus all applicable taxes

Group must provide written notice of its election to cancel this Agreement. In the event that Group fails to hold the event, but does not provide written notice of cancellation, for the purposes of this section, such a failure shall be deemed a cancellation of the event.

PRIVILEGED LICENSES: Group acknowledges that ARIA Resort & Casino, its parent company, subsidiaries and affiliates, are businesses that are or may be subject to and exist because of privileged licenses issued by governmental authorities. If requested to do so by ARIA Resort & Casino, Group, and its agents, employees and

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subcontractors, shall obtain any license, qualification, clearance or the like which shall be requested or required of any of them by ARIA Resort & Casino or any regulatory authority having jurisdiction over ARIA Resort & Casino or any parent company, subsidiary or affiliate of ARIA Resort & Casino. If Group, or its agents, employees, or subcontractors, fails to satisfy such requirement or if ARIA Resort & Casino or any parent company, subsidiary or affiliate of ARIA Resort & Casino is directed to cease business with Group or its agents, employees or subcontractors by any such authority, or if ARIA Resort & Casino shall in good faith determine, in ARIA Resort & Casino's sole and exclusive judgment, that Group, or any of its agents, employees, subcontractors, or representatives, (a) is or might be engaged in, or is about to be engaged in, any activity or activities, or (b) was or is involved in any relationship, either of which could or does jeopardize ARIA Resort & Casino's business or such licenses, or those of a parent company, subsidiary or affiliate, or if any such license is threatened to be, or is, denied, curtailed, suspended or revoked, this Agreement may be immediately terminated by ARIA Resort & Casino without further liability to Group. Further, Group:

A) Acknowledges its understanding that it is illegal for a denied gaming license applicant or a revoked gaming Group, or a business organization under such a person's control, to enter or attempt to enter into a contract with ARIA Resort & Casino, its parent company, subsidiaries or any affiliate, without the prior approval of the Nevada Gaming Commission;

B) Affirms that Group is not such a person and is not under the control of such a person; and

C) Agrees that the Agreement is subject to immediate termination by ARIA Resort & Casino without further liability to Group, if Group is or becomes such a person or is under the control of such a person.

CONDUCT: Group acknowledges that ARIA Resort & Casino, its parent company, subsidiaries and affiliates, have a reputation for offering high quality entertainment and/or services to the public and that it and its parent company, subsidiaries and affiliates are subject to regulation and licensing and desire to maintain their reputation and receive positive publicity. Group therefore agrees that throughout the terms of this Agreement, Group's directors, officers and managers will not conduct themselves in a manner which is contrary to the best interests of, nor in any manner that adversely affects or is detrimental to, ARIA Resort & Casino, its parent company, subsidiaries or affiliates, and disparaging, critical, defamatory or otherwise not in the best interests of ARIA Resort & Casino or its parent company, subsidiaries or affiliates. ARIA Resort & Casino shall use its good faith business judgment in determining whether the conduct of Groups directors, officers or managers adversely affects ARIA Resort & Casino, its parent company, subsidiaries or affiliates, and upon such determination, ARIA Resort & Casino shall have the right to immediately terminate this Agreement without further liability to Group.

CORPORATE EXCLUSION: Meeting Group acknowledges that MGM MIRAGE is a publicly traded company and agrees that in the event there is any default or alleged default by Hotel under the Agreement, or Meeting Group has or may have any claims arising from or relating to the Agreement, Meeting Group shall not commence any lawsuit or otherwise seek to impose any liability whatsoever against any person or entity in its capacity as a stockholder of MGM MIRAGE ("Stockholder"). Meeting Group further agrees that it shall not permit any party claiming through it, to assert a claim or impose any liability against any Stockholder (in its capacity as a Stockholder) as to any matter or thing arising out of or relating to the Agreement or any alleged breach or default by Hotel.

INSURANCE: At all times during Group's use of the function space, Group shall maintain: Statutory Workers' Compensation Insurance, in accordance with the laws of the State of Nevada; Employers' Liability Insurance with limits of at least one million (\$1,000,000.00) per accident covering all of Group's personnel performing work at the Company property in connection with the Agreement; Comprehensive commercial general liability insurance with contractual indemnity coverage and combined single limits in the minimum amount of three million dollars (\$3,000,000.00) per occurrence for personal injury and property damage; and commercial automobile liability insurance with coverage for owned, non-owned, rented and borrowed automobiles with a combined single limit of not less than one million dollars (\$1,000,000.00). Such insurance policy shall be in a form and issued by a carrier satisfactory to Company.

No later than Fourteen (14) calendar days prior to Meeting Group's Function, Meeting Group shall deliver such

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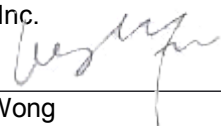
certificates of insurance to the Company, Loss Prevention Department, 3799 Las Vegas Blvd. South, Las Vegas, Nevada 89109 with a copy of the same to Company Sales to the insurance and limits insured, as shown herein, shall not be considered as a limitation of Meeting Group's liability under the Agreement nor an agreement by Company to assume liability in excess of said amounts or for risks not insured against.

ENTIRE AGREEMENT: These Terms and Conditions, which shall be incorporated into the Agreement, shall together constitute the entire agreement between the parties and supersedes any oral or written communications between representatives of the Company and Meeting Group. However, the Agreement shall not constitute a binding agreement until it has been executed by Company. Any changes or modifications to the Agreement shall be deemed invalid unless approved in writing by Company.

AUTHORITY TO SIGN: The individuals whose signatures appear below represent and warrant that they have authority to enter into this Agreement on behalf of the company or organization represented and hereby agree to the terms set forth in this Agreement.

ACKNOWLEDGMENT: I acknowledge receipt of the above ARIA Resort & Casino Catering Policies and agree to comply with them.

NIVS (USA) IntelliMedia Technology
Group, Inc.



Jason Wong

ARIA Resort & Casino

Nicholas Kustudia

Date:
April 8, 2010

Date:
