

Communication Agreement

This Communication Agreement (the "**Agreement**") is made this 21st day of July, 2011 (the "**Effective Date**") by the following:

Gansu Zhangye Dagushan Hydropower Co. Ltd. (the "**Project Owner**")

Climate Bridge Ltd. (the "**Authorized Representative**").

RECITALS

WHEREAS, Project Owner entered into an Emission Reductions Purchase Agreement with the Authorized Representative dated 18/07/2011 ("the **ERPA**"). The ERPA contains rights and obligations to purchase the total volume of VCUs generated by the 65MW Dagushan hydropower Project in China (the "**Project**") for the verification period from 22/07/2009 to 08/05/2010. Capitalised terms used herein that are not defined herein shall have the meaning given to such terms in the ERPA and in the VCS documents, as applicable.

WHEREAS, Project Owner intends for the Project to be registered in a VCS Registry (the "**Registry**") and Project Owner desires to authorise the Authorized Representative to access a VCS Registry (the "**Registry**") and register the Project in, and have the VCUs attributable to such Project issued to, the Authorized Representative's account in such Registry.

NOW, THEREFORE, Project Owner and the Authorized Representative agree as follows:

1. Rights and Responsibilities of the Authorized Representative

Project Owner herewith authorises the Authorized Representative to act for Project Owner with regard to the registration of the Project in, and submission of all Project-related data to, a Registry, including but not limited to communicating with and providing instructions to the Registry administrator, registering the Project in the Authorized Representative's registry account in a Registry, submitting the Project's activity to the Registry, requesting issuance of Credits, making transfers of Credits and reviewing reports (the "**Authorized Rights and Responsibilities**"). Project Owner hereby (a) grants an irrevocable license to the Authorized Representative to the data regarding the Project that is needed to register the Project and its operations in a Registry and (b) authorizes the Authorized Representative to request issuance of all VCUs generated by the Project in accordance with the ERPA directly into the Authorized Representative's registry account in such Registry.

With respect to the Authorized Rights and Responsibilities, the Authorized Representative is authorized to communicate and transact with the Registry as Project Owner's sole and exclusive agent for all communications with the Registry regarding the Project, including, without limitation, all instructions regarding issuance and transfer of VCUs, and the Registry is authorized to communicate and transact directly and exclusively with the Authorized Representative as Project Owner's agent. With respect to Authorized Rights and Responsibilities, Project Owner will abide by any direction issued by the Registry to the Authorized Representative.

The Authorized Representative undertakes to exercise its role as Project Owner's sole and exclusive agent only in accordance with the terms of the ERPA so that all requests for the forwarding of VCUs are done in accord with the terms of the ERPA.

2. Reliance and Indemnity, Duty to Inform, Liability Waiver, and Rules of Construction

The Project Owner will indemnify on demand and hold the Authorized Representative harmless against all actions, any claims, proceedings, losses, damages, costs and expenses whatsoever and

howsoever arising from or in any way connected with this Agreement unless and to the extent that such losses, damages, costs or expenses have been solely caused by fraud, wilful default or the gross negligence of the Authorized Representative.

Notwithstanding any other provision of this Agreement neither Party shall have any liability to the other Party for any consequential, direct or indirect losses or damages which may be suffered by the other Party (or any person claiming under or through such Party), whether the same arise in contract, tort (including negligence) or otherwise howsoever, which fall within any of the following categories: (i) loss of profits; (ii) loss of anticipated savings; (iii) loss of business or business interruption; (iv) loss of revenues; (v) loss of production, provided however that if such losses are caused by the wilful misconduct or fraud of a Party then such Party will be liable to the other for such losses.

The Authorized Representative will not accept any liability related to any breach by the Project Owner by any obligation hereunder or for any reports or information provided by the Project Owner. The Authorized Representative shall not be liable for any losses due to the provision of false, misleading or incomplete information or documentation or due to the acts or omissions of any other person other than the Authorized Representative.

3. Termination

This Agreement will commence on the Effective Date and terminate on the fulfilment of all obligations under the ERPA, unless terminated earlier in accordance with the ERPA or extended by mutual agreement between the Parties.

4. Governing Law

This Agreement shall be governed by and construed in accordance with the material laws of England and Wales, excluding its conflict of law provisions. Any disputes arising out of or relating to this Agreement, including any question regarding its existence, validity or termination, which can not be amicably resolved by the Parties, shall be settled before English Courts sitting in London, which shall have exclusive jurisdiction for all matters arising under it.

5. Language

This Agreement is executed in English and Chinese language versions. The Chinese version of this Agreement is only for reference. The English version of this Agreement shall prevail in the case of any discrepancy between the English and Chinese versions.

IN WITNESS WHEREOF, Project Owner and the Authorized Representative execute this Agreement to be effective as of the date written above.

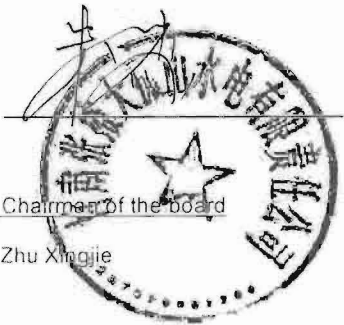
PROJECT OWNER

Gansu Zhangye Dagushan Hydropower Co. Ltd.

Name:

Title:

Name: Zhu Xingjie



AUTHORIZED REPRESENTATIVE

Climate Bridge Ltd.

Name:

Title:


Director