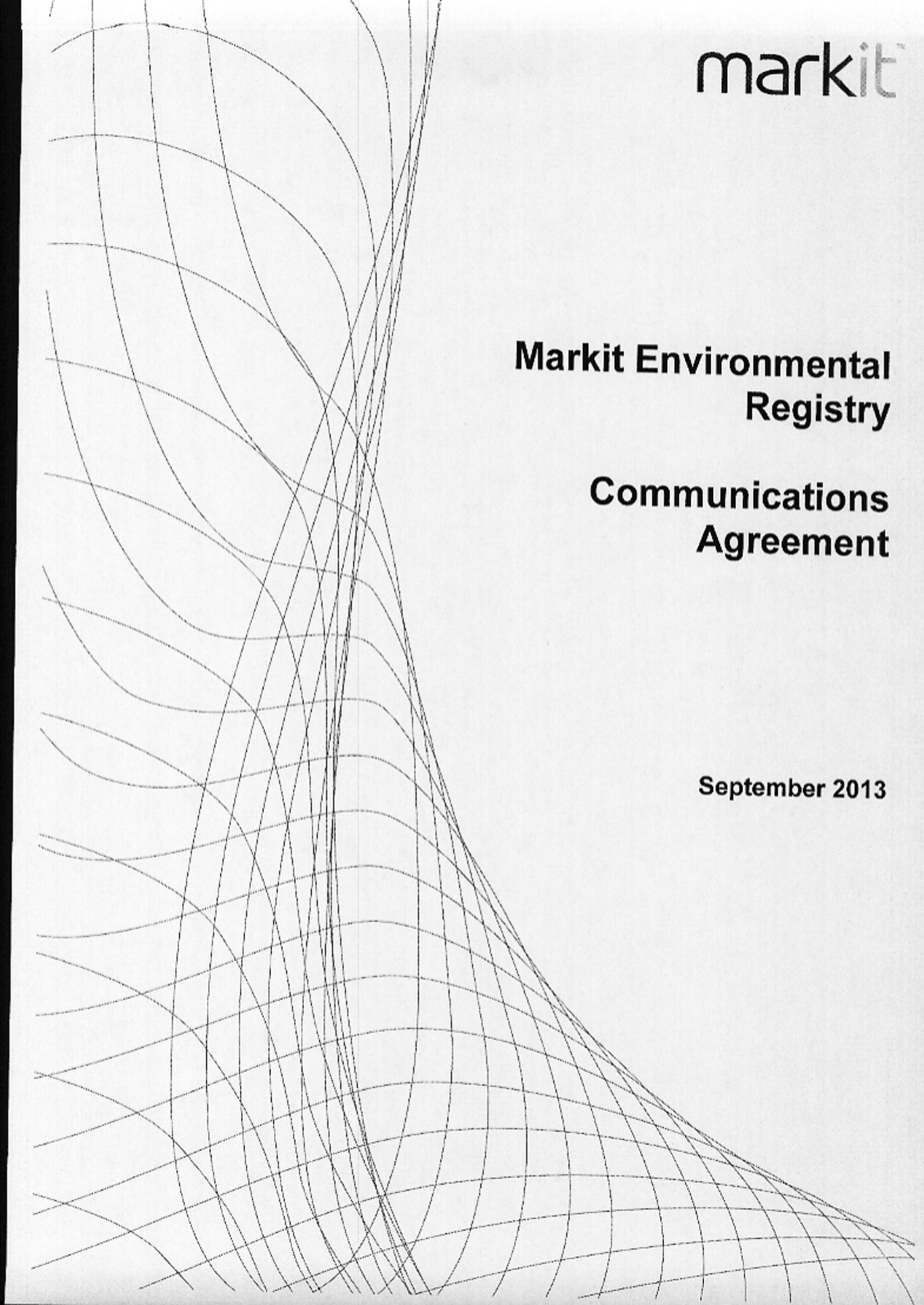




markit™

**Markit Environmental
Registry**

**Communications
Agreement**

September 2013

This Communications Agreement ("**Agreement**") is made as of 2013-09-22 ("**Effective Date**") by and between:

[Guizhou Zhongshui Energy Co., Ltd.] ("**Project Proponent**"); and

[Guizhou Honor Carbon Asset Management Co., Ltd.], ("**Authorised Representative**"), a [private] limited company incorporated under the laws of [China] having its registered office at [8th Floor, Keji Building A, Jinyang Knowledge Economic Industrial Zone, Guiyang City, Guizhou Province, China.

WHEREAS, the Project Proponent is the owner of the [Luofan 24MW Hydropower Project is located in Yanjia Town, Ceheng County, Guizhou Province, China.] ("**Project**") and has legal and beneficial title to all the emission reductions generated by the Project; and

WHEREAS, the Project Proponent wishes to contract with the Authorised Representative to act on its behalf in respect of certain rights, actions and activities in the Markit Environmental Registry ("**Registry**");

NOW, THEREFORE, in consideration of the promises and mutual obligations and covenants contained herein, the sufficiency of which is hereby acknowledged, and intending to be legally bound, the parties agree as follows:

Definitions

Capitalised terms shall have the meanings given below:

"**Authorised Representative**" means the entity or individual authorised by a Project Proponent to communicate with and provide instructions to the VCS registry administrator on its behalf, such authorisation granted through this communications agreement, which shall be submitted to the VCS registry administrator and on which the VCS registry administrator shall be entitled to rely.

"**Project Owner**" means the Project Proponent stated in the Project Description which is validated by the Validator as having ownership of the Project and original right to the Project's Emission Reductions.

"**Project Proponent**" means those bodies that establish and operate GHG projects in, accordance with VCS Program requirements. This includes providing a VCS PD, monitoring plan and report and proof of title for validation and verification.

1. Grant of authority. The purpose of this Agreement is to provide the requisite grant of authority to the Authorized Representative, and the means by which the Project Proponent(s) authorises the Authorized Representative, to communicate with and to provide instructions to the VCS registry administrator on its behalf, the form and scope of which instructions shall be determined solely by the VCS registry and the parties hereto.
2. Authorized Actions. Authorised Representative is authorised to act for the Project Proponent with respect to the following rights, actions and/or activities in the Registry ("**Authorised Actions**"):
 - a) to request registration of the Project;
 - b) to request the issuance of voluntary carbon units ("VCUs", as such term is defined by the Voluntary Carbon Standard) from the Project by the Registry ("**Credits**");
 - c) to request the transfer of Credits from or to the Authorised Representative's account in the Registry;
 - d) to retire Credits on behalf of itself, the Authorised Representative or any third party as determined by the Authorised Representative from time to time;
 - e) to communicate to and to provide instructions to the Registry in relation to the Project and/or Credits; and
 - f) to take all other reasonable actions required by the Registry in order to perform the actions listed in paragraphs a) through e) above.
3. Withdrawal from project. When any Project Proponent withdraws from the project or assigns its rights to a third party, such Project Proponent shall sign any amendments to the communications agreement before the project registration process can proceed.
4. Multiple project proponents. When there are multiple project proponents on the project description that has been fully and properly validated, a duly executed counterpart of this Agreement shall be provided to the VCS registry administrator,

which counterpart shall (i) bear the signatures of all Project Proponents and (ii) set out which project proponent shall be stated as such on the project record on the VCS registry and VCS project database, and (iii) set out into which account any VCU's shall be issued.

5. Sole agent. In respect of the Project and the Credits, the Authorised Representative is authorised to communicate with and to transact with the Registry as the Project Proponent's sole and exclusive agent.
6. Limited authorization. The Authorised Actions are the only actions which the Authorized Representative is authorized to undertake on behalf of the Project Proponent under the Registry rules, and the Project Proponent retains all its rights and responsibilities under the Registry rules.
7. Confidential Information. In the course of exercising the authority granted to it hereunder, the Authorised Representative shall be entitled to access certain Confidential Information of the Project Proponent. Use of such Confidential Information by the Authorised Representative is permitted by the Project Proponent for the sole purposes of creating, issuing, transferring and retiring Credits, registering the Project, providing data to the Registry, reviewing reports created for the Project Proponent in the Registry and the payment of fees (if applicable to the Authorised Actions). Any further use of the Confidential Information without the Project Proponent's prior written consent is prohibited.
8. Compliance with Registry rules. Notwithstanding the foregoing provisions of this Agreement, the Project Proponent shall remain responsible and liable for compliance with all Registry rules relating to actions taken by the Authorized Representative on its behalf.
9. Reliance by Registry. The parties intend and agree that the Registry shall be entitled to rely on this Agreement as and when delivered to it, and until terminated as provided below, and hereby request and direct the Registry to act on the basis of the authority granted herein to the Authorized Agent, and each party hereby relieves it of all liability for so doing.
10. Term and termination. This Agreement shall be and remain valid and subsisting beginning on the Effective Date until terminated by the Project Proponent by written notice of termination by such Proponent to both the Registry and to the Authorized Representative.
11. Headings. Section headings are for ease of reference only and do not form part of the Agreement.

Each party represents that the person signing this Agreement on its behalf is authorised to cause the party for whom he or she signs to enter into this Agreement.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the Effective Date.

SIGNED for and on behalf of [Guizhou Zhongshui Energy Co., Ltd.] (Project Proponent):

By: FEI WANG

Name: Fei Wang

Title: Project Manager

Date of execution: 22/09/2013

SIGNED for and on behalf of [Guizhou Honor Carbon Asset Management Co., Ltd.] (Authorized Representative):

By: LIU BO

Name: Liu Bo

Title: General Manager

Date of execution: 22/09/2013