

Nuziveedu Seeds Pvt. Ltd.

COMMUNICATION AGREEMENT

Between

NUZIVEEDU SEEDS PRIVATE LIMITED

And

We Act Pty. Ltd.



Nuziveedu Seeds Pvt. Ltd.

Corporate Office: NSL ICON, 4th Floor, #8-2-684/2/A,
Road No.12, Banjara Hills, Hyderabad-500034.
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This Communications Agreement ("**Agreement**") is made as of 26th May 2011 ("**Effective Date**") by and between:

Nuziveedu Seeds Private Limited, Road No:12, Banjara Hills, NSL Icon, 4th Floor, Hyderabad, Andhra Pradesh, India ("**Project Proponent**"), a company incorporated under the laws of Government of India; and

We Act Pty Limited, Suite 22 of 20-26, Liddiard Street, Hawthorn, Vic 3122, ("**Authorised Representative**"), a company incorporated under the laws of Government of Australia.

WHEREAS, the Project Proponent is the owner of the "Wind Power Project at Anthiyur, Tamil Nadu", a 14.85 MW wind farm consisting of 9 Vestas (India) Pvt. Ltd. WTGs implemented in the Anthiyur Village of Udumalpet and Pollachi Talukas of Coimbatore District in state of Tamil Nadu 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 Market 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

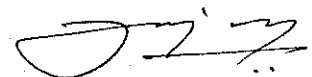
Capitalised terms shall have the meanings given below:

"**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 Proponent**" means the individual or organisation that has overall control and responsibility for the project, in accordance with VCS Program requirements. This includes providing a VCS project description, monitoring 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 Authorised Representative, and the means by which the Project Proponent(s) authorises the Authorised 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.

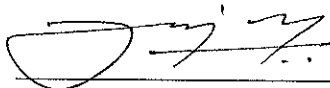
2. **Authorised Actions:** Authorised Representative is authorised to act for the Project Proponent with respect to the following rights, actions and/or activities in the Registry ("Authorised Actions"):
 - a. to request registration of the Project;
 - b. to request the issuance of voluntary carbon units ("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 communicate to and to provide instructions to the Registry in relation to the Project and/or Credits for the registration and issuance; and
 - e. 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 VCUs 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 authorisation:** The Authorised Actions are the only actions which the Authorised Representative is authorised 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 Authorised 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 Authorised 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 Authorised 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 Nuziveedu Seeds Private Limited (Project Proponent):

By: 

Name: Sanjay S Chaturvedi

Title: CEO - Renewable Power

Date of execution: 26th May 2011.

SIGNED for and on behalf of [We Act Pty Ltd] (Authorised Representative):

By: _____

Name: _____

Title: _____

Date of execution: _____