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**DEED OF REPRESENTATION**

**BY**

**TÜV RHEINLAND JAPAN LTD.**

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**THIS DEED OF REPRESENTATION** is made on [11 March 2011]

**BY**

TÜV Rheinland Japan Ltd., an entity accredited by the United Nations Framework Convention for Climate Change (UNFCCC) to undertake certification and verification services in the sector in which the project is undertaken.

Address: Shin Yokohama Daini Center Bldg., 3-19-5, Shin Yokohama Kohoku-ku, Yokohama, JAPAN

**THIS DEED WITNESSES** as follows:

**1. INTERPRETATION**

**1.1 In this Deed:**

**"Project"** means Xiaoxi Hydropower Project. The Project is a newly built hydropower plant. The total installed capacity is 135 MW, comprising four sets of water turbines and generators. By checking the nameplates, three generation units were installed of ZZ(ZK51)-LH-560 turbines and SF40-52/9250 generators, with a 40MW installed capacity each; The other one generation unit was installed of ZZ(ZK51)-LH-340 turbine and SF15-32/5730 generator with a 15MW installed capacity. With 10.1 km<sup>2</sup> of reservoir area, the power density of the Project is 13.37 W/m<sup>2</sup>. The electricity generated by the Project is supplied to the Central China Grid, displacing part of electricity generated by the Central China Grid which is dominated by fossil fuel-fired power plants.

**"Validation Report"** means the report no. 01 997 9105050000 dated 11 March 2011 produced by the Validator to the effect that the Project meets the VCS Program requirements in accordance with the VCSA Rules;

**"Validator"** means an organisation approved by the VCSA to act as validator in respect of a Project against the VCSA Rules;

**"VCSA"** means the Voluntary Carbon Standard Association;

**"VCS Program"** means the Voluntary Carbon Standard Program as further described in the VCSA Rules;

**"VCSA Registry"** means a registry operating within the system established by the VCSA and holding a current registry approval from the VCSA, which provides an infrastructure for the issuance, holding, transfer, retirement and cancellation of voluntary carbon units; and

**"VCSA Rules"** means the Voluntary Carbon Standard 2007.1 and the Voluntary Carbon Standard Program Guidelines 2007.1, published by the VCSA on 18 November 2008, as such rules may be updated from time to time.

**2. REPRESENTATIONS**

**2.1** I am the Validator in relation to the Project.

**2.2** I hereby represent that:

- 2.2.1 I have validated the Project's compliance with the VCS Program requirements as set out in the VCSA Rules; and
  - 2.2.2 all information which I have provided in the Validation Report is true and accurate in all material respects.
  - 2.2.3 TÜV Rheinland Japan Ltd. does not express any opinion on the selected baseline scenario or on the validated and registered CDM-PDD, since the project design was previously assessed by TÜV SÜD Industrie Service GmbH as part of the CDM validation and registration of the project. TÜV Rheinland Japan Ltd. recognizes the validation opinion of TÜV SÜD Industrie Service GmbH that the project design as documented is sound, reasonable and meets the relevant UNFCCC and host Party criteria. TÜV Rheinland Japan Ltd. also recognizes that the project was registered as a CDM project activity on 19 December 2008 under UNFCCC reference number 1749.
  - 2.2.4 TÜV Rheinland Japan Ltd. verified the proposed project in terms of the VCS 2007.1 for project validation together with the validated PDD (Version 06 of 2 December 2008) registered as CDM project on 19 December 2008 and involved with clauses 1.12, 1.13, 1.14, 8.1 and 8.2 of the VCS PD.
- 2.3 Notwithstanding any other provisions contained in the Validation Report, I hereby acknowledge that a VCSA Registry shall hold this Deed for the benefit of Accountholders holding VCUs relating to the Project at any given time.

**3. GOVERNING LAW AND JURISDICTION**

This Deed is governed by and interpreted in accordance with English law, and the English courts shall have exclusive jurisdiction to settle any dispute arising from or connected with this Deed including a dispute regarding the existence, validity or termination of this Deed or the consequences of its nullity.


**4. COUNTERPARTS**

This Deed may be executed in any number of counterparts, each of which when executed and delivered is an original and all of which together evidence the same deed.

**5. DELIVERY**

This Deed is delivered on the date written at the start of the Deed.

**EXECUTED** by TÜV Rheinland Japan Ltd. as a deed

  
DZIANIS ISAKALI

Signature of director

Name of director

*Sequoia A*

Signature of director/secretary

**Sequoia A**

Name of director/secretary