

Letter Of Intent

Parties

- (1) Liupanshui Tuoyuan Group Co.Ltd. ("Tuoyuan"); and
- (2) Eco Asset Inc. ("Eco")

Introduction

Tuoyuan is an active and successful developer of numerous CDM projects in the Guizhou Province in China with the potential for generating certified emission reductions (CERs).

Eco is one of the leading purchasers of CERs in China.

Operative terms

1. Projects

The project which is covered by this Letter of Intent and the expected volumes of CERs in the period from 2008 to 2012 inclusive are as follows:

Project	2008	2009	2010	2011	2012	Total
Changzhai 15 MW project	50,534	50,534	50,534	50,534	50,534	252,670

2. Sale and Purchase

Subject to the board approval of Eco and subject to contract, Tuoyuan agrees to sell all the CERs generated by the Project in the years from and including 2007 to 2012 and Eco agrees to purchase all such CERs. The parties also agree that should a carbon trading system continue to exist past 2012, Eco will have the first right of refusal to match any offers put in by other Buyers to purchase emission reductions generated by these Projects after December 31st, 2012.

3. Price and payment terms

If a CER spot price or a similar CER-related financial instrument is available from a reputable source such as the EU ETS, the European Climate Exchange or Powernext before the first delivery day of the above mentioned projects, the price payable for each CER delivered is 82.5% of the closing price of the CER spot price at the close of business on the first trading day after the delivery of the credits.

If there is no CER spot price or similar CER-related financial instrument available from a reputable source such as the EU ETS, the European Climate Exchange or Powernext before the first delivery day of the above mentioned projects, the price payable for each CER delivered is 9 Euro.

4. Terms

The agreement for the sale and purchase of the CERs from the Project shall, once the appropriate board approval has been obtained, be by way of a confirmation signed by both Parties and Liupanshui Tuoyuan Group Co.Ltd and Eco Asset Inc.

5. Penalties for non delivery

Eco's standard terms provide for no liquidated damages for non delivery unless the CERs are generated but the Seller purports to sell them to a third party (wilful misconduct).

6. Project Participant

Eco will become a project participant in relation to the Project.

7. Exclusivity

Tuoyuan agrees that it will not for a period of three months from the date of this Letter of Intent discuss with other potential purchasers the sale of CERs from the Project.

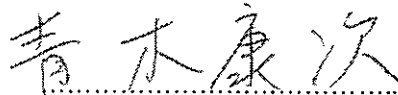
8. Governing law

This Letter of Intent is governed by English law.

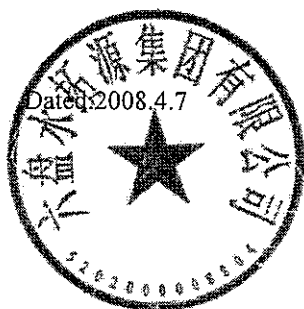
This Letter of Intent has been signed by or on behalf of the Parties as follows:



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For Liupanshui Tuoyuan Group Co.Ltd



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For Eco Asset Inc.



Dated: 2008.4.7