



CONTRACT

CDM / JI Project Assessment

THIS CONTRACT IS MADE BETWEEN JACO CDM CO., LTD ("JACO CDM")

And: -

"the Client"

Name: GUIZHOU ZHONGSHUI HENGYUAN PROJECT MANAGEMENT
AND CONSULTING CO., LTD.

Address: 8th Floor, Keji Building A, Jinyang Knowledge Economic Industrial Zone
Guiyang City, Guizhou Province, P.R. China

on the date on which it is shown as signed below.

The Client hereby requests and JACO CDM hereby agrees to provide the client with service with intent to issuance of validation report and submission it to UNFCCC in accordance with requirements under Kyoto Protocol.

1. Scope of Service

Validation of " China Guizhou Changzhai 15MW Hydropower Project "

2. Period of Performance

the date of the contract through 90th day after the relevant report is
uploaded on the UNFCCC website;

3. Total Amount of Contract

Japanese Yen 1,557,000-

This CONTRACT is entered into on the basis of

JACO CDM's quotation reference no.

C09M0004R

and dated

January 13, 2009

(date of quote),

It is agreed that the JACO CDM's quotation is the integral part of this CONTRACT.

It is further governed by the General Terms and Conditions which are attached on this CONTRACT. The Client, by signing this CONTRACT accepts and acknowledges that it has received and read these documents carefully.

Signed by

何俊远

Name: Junyuan He

Position: General Manager

GUIZHOU ZHONGSHUI HENGYUAN
PROJECT MANAGEMENT AND
CONSULTING CO., LTD.

Signed by

下井泰典

Name: Yasunori SHIMOI

Position: President & CEO

JACO CDM CO., LTD

Date of Signature

2009年2月10日

Date of Signature

2009-02-07

GENERAL TERMS AND CONDITIONS

These conditions apply to the CONTRACT between JACO CDM CO., LTD ("JACO CDM") and "the Client" as identified on the front of this CONTRACT.

1. RESPONSIBILITIES OF THE CLIENT

The Client shall make commercially reasonable efforts to provide JACO CDM with full and accurate necessary information and cooperation in response to all requirements of the decisions, the procedures and the guidelines under The Kyoto Protocol.

2. RESPONSIBILITIES OF JACO CDM

JACO CDM shall comply with the modalities and procedures in decision 17/CP.7, the present annex and relevant decisions of the COP/MOP and the CDM-EB as a designated operational entity under The Kyoto Protocol.

3. INVOICE AND TERMS OF PAYMENT

The first invoice for 50% of the total amount of this CONTRACT will be issued after the on-site assessment report is submitted to the Client. The second invoice for the rest of the total amount of this CONTRACT will be issued after the report is submitted to UNFCCC for the registration of the project.

The Client agrees that it will pay, in addition to the charges specified in the quotation, any additional costs and expenses incurred or suffered by JACO CDM as a result of failure by the Client to comply with any of its obligations to JACO CDM, provided such additional costs and expenses shall be negotiated in good face.

4. CONFIDENTIALITY

JACO CDM agrees not to disclose any information provided by the Client relating to this CONTRACT except for the information which:

- 1) JACO CDM already possessed when it was disclosed to JACO CDM by the Client;
- 2) was publicly known or was in the public domain when it was disclosed to JACO CDM by the Client;
- 3) JACO CDM obtains without an obligation of confidentiality from third parties having a justifiable right there to;
- 4) JACO CDM is required to disclose to third parties under applicable law or as result of an order or request of a competent judicial, governmental or other authority but only to the minimum extent necessary to comply. However, JACO CDM shall promptly notify the Client about the information to be disclosed in accordance with this clause.

5. LIMIT ON LIABILITY

In respect of any claim, loss, damage or expense however arising, JACO CDM's liability to the Client shall in no circumstances exceed total amount of this Contract paid by the Client.

6. TERMINATION OF CONTRACT

- 1) This CONTRACT is automatically terminated after 90 days from the date when the Client confirms that the validation report is posted on Website of UNFCCC..
- 2) Either party may immediately terminate this CONTRACT if any of the following cases apply to the other party.
 - ① Disability to continue performing this CONTRACT, which shall be judged by reasonable opinion of the other party;
 - ② If continued performance of this CONTRACT may seriously injure the fame and reputation of the party;
 - ③ Filing of application for protection under bankrupt liquidation under commercial law, commencement of special corporate liquidation, commencement of composition, or civil rehabilitation;
 - ④ cancellation of business license or suspension of business by regulatory authorities;
 - ⑤ bouncing of checks or drafts;
 - ⑥ temporary attachment, disposition or injunction as a result by third parties;
 - ⑦ dissolution, merger or assignment of major portion of business ;

7. DISPUTES, COMPLAINTS AND APPEALS

Any disputes, complaints or appeals raised by the Clients are firstly dealt with under JACO CDM procedures.

The Client may appeal against the relevant final report. The appeal shall be in writing and will be responded to by the General Manager of Business Development Division of JACO CDM. If the Client is not satisfied with the outcome they may appeal farther to the Appeal Committee. The Client may request details of the Appeal Committee and where reasonable, request the exclusion of any specific members for the purpose of hearing the appeal. The Appeal Committee shall respect this request as in the case of a potential conflict of interest for an individual Committee Member.

8. ARBITRATION

Both JACO CDM and the Client shall try to amicably settle disputes arising from this CONTRACT on the basis of mutual understanding. Both JACO CDM and the Client also agree to irrevocably submit to the jurisdiction of the court where the main office of the defendant concerned is located if dispute arising out or relating to this CONTRACT is not settled pursuant to the above paragraph.

9. SEVERABILITY AND WAIVER

In the event any provision of this CONTRACT is held to be invalid or unenforceable, the valid or enforceable portion thereof and the remaining provisions of this CONTRACT will remain in full force and effect. Any waiver (express or implied) by either party of any default or breach of this CONTRACT shall not constitute a waiver of any other or subsequent default or breach.

10. NO ASSIGNMENT

No Party to this CONTRACT may assign, transfer or otherwise convey any or all of its rights or delegate its duties hereunder without written consent of the other Party(s).

11. RELATIONSHIP

Nothing in this CONTRACT shall be construed to create a partnership, joint venture, agency or any other relationship between the Parties.

授权委托书

委托方:

单位名称: 六盘水拓源集团有限公司
法人代表姓名: (或授权代表) 刘云凡
地址: 六盘水市六盘水市钟山西路 0 号

受委托方:

单位名称: 贵州中水恒远项目管理咨询有限公司
法人代表姓名: (或授权代表) 何俊远
地址: 贵州省贵阳市金阳新区知识经济产业园科技大厦 A 座 8 楼

现委托上列受委托方为我公司乌图河一级、长寨水电站 CDM 项目的惟一代理人。

受委托方权限如下:

与 CDM 项目有关的所有事项, 包括但不限于:

- 1、编制项目设计文件 (PDD) 和其他文件;
- 2、代表委托方选择 CDM 项目的合作方、CERs 的国际买家, 负责对外谈判, 签署相关协议;
- 3、负责 CDM 项目对外融资的谈判;
- 4、代表委托方向国家 CDM 管理机构 (DNA)、联合国清洁发展机制执行理事会 (EB) 和 CDM 项目合作方提交相关文件资料;
- 5、选择指定经营实体 (DOE) 进行 CDM 项目认证, 向联合国清洁发展机制执行理事会 (EB) 申请登记注册;
- 6、选择指定经营实体 (DOE) 进行 CDM 项目核查核证; 向联合国清洁发展机制执行理事会 (EB) 申请签发 CERs;
- 7、其他与 CDM 项目有关的事项。

代理权限:

- 1、有权代表委托方选择 CDM 项目 CERs 的买家, 确定 CERs 的出让价格;
- 2、选择 CDM 项目的合作方、项目的认证机构、核证机构;
- 3、有权代表委托方签定与 CDM 项目相关的协议、文件;
- 4、有权代表委托方报送、领取 CDM 项目的相关批准文件、注册文件、签发文件和法律文件;
- 5、有权处理 CDM 项目产生的权益。

代理期限: 自委托之日起至 CDM 项目实施完毕止。

受托方义务:

- 1、认真履行代理职责, 维护委托方的合法权益;

2、及时向委托方通报项目进展情况和重大事项。

21st Apr 2008

Consignor:

Company: Liaoning Yuyuan Group Co., Ltd.

Artificial person or vicegerent

Address: 14 Zhongshan West Road,

province

Reportage:

Company: Guizhou Zhonghui Engineering Co., Ltd.

Company Co., Ltd.

Artificial person or vicegerent

Address: 4th floor, Building A, Juyang Kexing, Yunnan

Industrial Zone, Guiyang City

To entrust the authority of those member with Yuyuan Yili and Cheng
project name and CDM.

Depository's rights

All things about CDM project, including Liaoning Yuyuan

1. Water Project Design Document (P1&D) and water license

2. Select follow-up and Certified Transmittal Requirements

negotiate with other party and sign up to the

Consignor

委托单位:
(盖章)



法定代表人 (或授权代表):
(签名)

刘云代

日期: 2008 年 4 月 21 日

Letter of Authorization

21th Apr. 2008

Consignor:

Company: Liupanshui Tuoyuan Group Co. Ltd

Juridical person or vicegerent: Liu Yunfan

Address: 0# Zhongshan west road, Liupanshui City, Guizhou
province

Depositary:

Company: Guizhou Zhongshui Hengyuan Project Management and
Consulting Co.Ltd

Juridical person or vicegerent: He Junyuan

Address: 8th Keji Building A, Jinyang Knowledge Economic
Industrial Zone, Guiyang City

To entrust depositary of above mention with Wutuhe Yiji and Changzhai
project carry out CDM.

Depositary's right:

All things about CDM project, include but not limit that:

1. Write Project Design Document (PDD) and other document;
2. Select collaborator and Certified Emission Reductions (CERs) buyer,
negotiate with other party and sign interrelated agreement on behalf
of consignor.

3. Answer for financing palaver about CDM project.
4. Provide interrelated document to DNA, Executive Board (EB) and collaborator of CDM on behalf of consignor.
5. Select DOE to verify the CDM project, and request registration to Executive Board (EB).
6. Select DOE to validate the CDM project, request issuance the Certified Emission Reductions (CERs) to Executive Board (EB).
7. Other things about CDM project.

Vicegerent right:

1. Select Certified Emission Reductions (CERs) buyer of CDM project, confirm price of Certified Emission Reductions (CERs) on behalf of consignor.
2. Select collaborator of CDM project, verification and validation organization.
3. Sign interrelated agreement and document of CDM project.
4. Submit or draw the interrelated document of CDM project include approved document, registration document, issuance document and legal document.
5. Dispose rights and interests by CDM project.

Vicegerent term: from the date of commission to the CDM project was completed.

Depositary's incumbency:

1. Perform vicegerent responsibility seriously, and vindicate consignor's legitimate rights.
2. Notify evolutionary situation and significant event to consignor in due course.

Consignor (stamp):



Juridical person or vicegerent

(signature): Liu Yunfan

A handwritten signature in purple ink, appearing to be '刘云帆' (Liu Yunfan), written in a cursive style.

Date: 04/21/2008