
Dated

30th April 2008

CDM
EMISSION REDUCTIONS
PURCHASE AGREEMENT

Relating to the CGN Guangdong Chuandao Phase I and Phase II Windfarm
Project

by and between

CGN Wind Power Co., Ltd

And

CARBON RESOURCE MANAGEMENT LTD

- (c) Nothing in this Agreement shall exclude or in any way limit either Party's liability for fraud, or for death or personal injury caused by either Party's negligence, for any damage caused intentionally by either Party or for any damage caused by the gross negligence of either Party.
- (d) The Project Entity shall not be liable under any circumstances for any Excess Emissions Penalty incurred by the Buyer or for which the Buyer is liable as a result of the Project Entity's failure to Deliver pursuant to the terms of this Agreement.

Clause 15.14 Waiver of Sovereign Immunity

Each party irrevocably agrees that, to the extent that it or any of its assets or property has or may acquire any right of immunity as against the other party or any other person from legal proceedings to enforce or collect upon this Agreement or related to any of its other liabilities or obligations in connection with this Agreement or the Project, it hereby expressly and irrevocably waives, and agrees not to assert, any such immunity.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date first above written.

SIGNED for and on behalf of:
CGN Wind Power Co., Ltd

By:
Title:



SIGNED for and on behalf of:
CARBON RESOURCE MANAGEMENT LIMITED

By: Mr. Nicholas Clarke
Title: CEO