AMENDMENT AGREEMENT

THIS AMENDMENT AGREEMENT (hereinafter referred to as this "Amendment Agreement") is entered into effective the 17th day of December, 2013.

AMONG:	**OFFSETTERS CLIMATE SOLUTIONS INC.**, Suite 1000 – 675 West Hastings Street, Vancouver, BC V6B 1N2
	("Offsetters")
AND:	**WILDLIFE WORKS CARBON, LLC**, 242 Redwood Hwy, Mill Valley CA 94941 USA
	("WWC")
AND:	**ECOSYSTEM RESTAURATION AND ASSOCIATES CONGO (ERA CONGO SPRL)**, Suite 1000 – 675 West Hastings Street, Vancouver, BC V6B 1N2
	("ERA Congo")
AND:	**ERA ECOSYSTEM RESTORATION ASSOCIATES INC.**, Suite 1000 – 675 West Hastings Street, Vancouver, BC V6B 1N2
	("ERA")

WHEREAS WWC, ERA, ERA CONGO and Offsetters have entered into an agreement (the "Agreement") dated effective the 22nd day of October, 2013 for the sale of certain assets relating to the Mai Ndombe Joint Venture in consideration of the payment by WWC of certain purchase price payments (the "Payments") to ERA.

AND WHEREAS ERA has requested, and WWC has agreed, that Section 2.04 be amended as described herein.

NOW THEREFORE in consideration of the sum of $1.00 paid by WWC to ERA, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the mutual covenants and agreements hereinafter set forth and the mutual benefits to the parties to be derived therefrom, and intending to be legally bound hereby, the parties hereby agree as follows:

1. Section 2.04 of the Agreement is hereby deleted and replaced with the following new Section 2.04:

   "Section 2.04 Payment Methods. Notwithstanding any other provision to the contrary in this Agreement, any payments, including the Cash Payments or payments made under Section 2.03, of any kind to be made under the terms of this Agreement (the "Payments") shall be made by wire transfer to an account of ERA or such other non-ERA account as ERA may direct and such transfer shall be comprised of immediately available funds. ERA may deliver to WWC at any time an irrevocable direction to pay (the "Direction") evidencing the accounts to which any of the

Payments are to be made and, if ERA delivers a Direction to WWC, WWC agrees to be bound by the terms of the Direction provided that the Direction in no way places WWC in default of any of the terms and conditions of this Agreement. The parties to this Agreement acknowledge that WWC will receive an executed copy of the Direction that will be provided by ERA and attached as Schedule "A" to this Amending Agreement and that fulfilling the obligations set out in such Direction in no way places WWC in default of any of the terms and conditions of the Agreement."

2. Section 2.07 is hereby amended such that the words "December 15" are replaced with "December 18" such that the deadline for Closing is extended.

3. Section 2.06(a)(vii) is hereby deleted in its entirety and a new section 2.06(a)(vii) which states "Deed of Novation assigning the Registry Services Contract Rights" is substituted in its place.

4. Section 2.06(c) is added stating as follows:

   "(c) In the event that the Deed of Novation referred to in Section 2.06(a)(vii) is not present at Closing, the parties agree that: (i) they will work together to conclude the terms of the Deed of Novation as soon as possible after Closing; (ii) ERA shall be responsible for any costs or expenses or liabilities to Markit Group Limited incurred under the agreement for Registry Services Contract Rights (the "Markit Agreement") to December 16, 2013; and (iii) WWC will be responsible for any costs or expenses or liabilities to Markit Group Limited under the Markit Agreement from December 17, 2013 onwards including (notwithstanding Section 2.06(c)(ii)) any liability to pay $125,000 on December 31, 2013.

5. Section 2.05 is hereby amended such that the words are added to it: "Nothing in this Section 2.05 shall be read to release the parties hereto from any direction to pay executed by some or all of the parties concurrently with Closing."

6. Section 2.06(b) is hereby amended such that the following sentence is added to it: "The parties agree that Closing shall have occurred when WWC and Offsetters exchange written or electronic correspondence stating that they consider Closing to have occurred."

7. In all other ways, the Agreement shall remain in full force and unamended. Any amendments to the Agreement executed before this date are agreed to be null and void and to have no affect on the terms and conditions of the Agreement.

8. This Amendment Agreement may be executed in counterpart and by facsimile or other electronic means.

IRREVOCABLE DIRECTION TO PAY

FROM: ERA Ecosystem Restoration Associates Inc. ("ERA")

TO: Wildlife Works Carbon, LLC ("WWC")

WHEREAS WWC, under the terms of an agreement entered into on October 22, 2013 with ERA and other parties, as amended, (the "Purchase Agreement"), is required to pay to ERA certain cash payments (the "Cash Payments" as that term is defined in the Purchase Agreement);

AND WHEREAS Section 2.04 (as amended) of the Purchase Agreement states that the Cash Payments are to be made by wire transfer to "an account of ERA or such other account" as ERA may direct in a direction to pay;

ERA hereby irrevocably directs WWC to make Cash Payments, when due under the terms of the Purchase Agreement to the following accounts:
Bank Account #: , Bank ID: and ERA Ecosystem Restoration Associates, Inc, BMO Bank of Montreal Account #
(the "ERA Account") as directed below:

1. The First Cash Payment (as that term is defined under the terms of the Purchase Agreement), totaling USD$250,000, is to be made to the ERA Account in its entirety.
2. On or before April 1, 2014, the Second Cash Payment (as that term is defined in the Purchase Agreement), totaling USD$310,000, is to be made as to CDN$250,000 to the with the balance of the Second Cash Payment to the ERA Account.
3. On or before July 1, 2014, the Third Cash Payment (as that term is defined in the Purchase Agreement) totaling USD$310,000, is to be made as to CDN$250,000 to the with the balance of the Third Cash Payment to the ERA Account.
4. On or before October 1, 2014, the Fourth Cash Payment (as that term is defined in the Purchase Agreement) totaling USD$310,000 is to be made as to CDN$250,000 to the with the balance of the Fourth Cash Payment to the ERA Account.
5. On or before January 1, 2015, the Fifth Cash Payment (as that term is defined in the Purchase Agreement) totaling USD$620,000 is to be made as to CDN$500,000 to the and with the balance of the Fifth Cash Payment to the ERA Account.
6. In the event that the parties to the Purchase Agreement come to an agreement for prepayment of the Cash Payments on or before December 31, 2013 as described in Section 2.03 of the Purchase Agreement, resulting in an early cash payment (the "Early Cash Payment") totaling USD$1,250,000, the Early Cash Payment is to be made to the

ERA and WWC acknowledge that this Direction to Pay is not, and could not be without the consent and execution of the other parties to the Purchase Agreement, an amendment in any way of the terms of the Purchase Agreement. Nothing in this Direction to Pay shall be read to compel WWC to make any Cash Payments (or any payments) which it is not be required to make under the terms of the Purchase Agreement. All funds in this Direction to Pay are in United States dollars. ERA and WWC acknowledge that WWC will attempt to secure reasonable commercial terms for any exchange of currencies made in complying with this Irrevocable Direction to Pay.

IN WITNESS WHEREOF, the parties have caused this Amendment Agreement to be executed by themselves or their respective duly authorized officers, as of the day and year first above written.

OFFSETTERS CLIMATE SOLUTIONS INC.

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Authorized Signatory

ECOSYSTEM RESTAURATION AND ASSOCIATES CONGO (ERA CONGO SPRL)

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Authorized Signatory

WILDLIFE WORKS CARBON, LLC.

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Authorized Signatory

ERA ECOSYSTEM RESTORATION ASSOCIATES INC.

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Authorized Signatory

SCHEDULE "A"

DIRECTION PROVIDED BY ERA

WWC agrees that may, in writing at any time and more than one time, direct WWC to make payment to an alternate account (the "Alternate Account") other than the above and, upon receipt of such direction, WWC shall make any payments hereunder to the Alternate Account.

DATED THIS 16th DAY OF DECEMBER, 2013

ERA ECOSYSTEM RESTORATION ASSOCIATES INC.

Authorized Signatory

CERTIFICATE OF CORPORATION AND DIRECTOR OF ECOSYSTEM RESTAURATION AND ASSOCIATES CONGO

ERA Restauration and Associates Congo (ERA Congo SPRL) (the "Corporation") and the undersigned, Frederic Jacquemont, who hereby certifies that he is a duly elected and qualified Director or Officer or both of the Corporation (and that, as such, he is authorized to execute this certificate on behalf of the Corporation as well as executing it in his personal capacity), certify that:

1. The undersigned, Frederic Jacquemont, together with Jean Robert Bwangoy-Bankanza, are (save and except for Jennifer Holland) the sole directors and officers of the Corporation.

2. Attached hereto as Schedule "A" are true, complete and correct copies of the documents approved by the Corporation and its shareholders (at an extraordinary meeting) on or before October 30, 2013 authorizing the transfer of 90 common shares of the Corporation from ERA Ecosystem Restoration Associates Inc.,a Canadian subsidiary of Offsetters Climate Solutions Inc., ("ERA") to Wildlife Works Carbon LLC, which documents are valid.

3. Attached hereto as Schedule "B" are a true, complete and correct copy of the financial statements of the Corporation dated June 30, 2013 which financial statements (the "Financial Statements") fully and completely disclose, in all material ways, the financial condition of the Corporation at June 30, 2013.

4. There have been no materially adverse changes to the financial affairs and business of the Corporation since the date of the Financial Statements.

5. Notwithstanding an amount of $1,806.76 related to an expense report dated November 14, 2013, Jacquemont is not currently owed any unpaid amounts by the Corporation, Offsetters Climate Solutions Inc. ("Offsetters") or ERA (Offsetters and ERA being, collectively, the "ERA Group") and the ERA Group has no debt, liability, obligation or responsibility under any cause of action to Jacquemont or, if such debts, liabilities, obligations or responsibilities exist, they are hereby released by Jacquemont.

6. Jacquemont has resigned, or hereby resigns, all corporate positions including any director, officer, employee or consultant positions, which he has or may have with the ERA Group.

7. Jacquemont hereby holds harmless and indemnifies the ERA Group against any and all liability, loss or cause of action whatsoever resulting from the statements in this Certificate not being true to the best of his knowledge.

IN WITNESS WHEREOF, this Certificate is executed in Vancouver as of the 10th day of December, 2013.

____
FREDERIC JACQUEMONT

ERA ECOSYSTEM RESTAURATION AND ASSOCIATES CONGO (ERA CONGO SPRL)

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Authorized Signatory

[SIGNATURE PAGE TO SECRETARY CERTIFICATE]

TERMINATION AGREEMENT

THIS TERMINATION AGREEMENT (hereinafter referred to as this "Termination Agreement") is entered into effective the 17th day of December, 2013.

BETWEEN: **WILDLIFE WORKS CARBON, LLC**, 242 Redwood Hwy, Mill Valley CA 94941 USA

("WWC")

AND: **ERA ECOSYSTEM RESTORATION ASSOCIATES INC.**, Suite 1000 – 675 West Hastings Street, Vancouver, BC V6B 1N2

("ERA")

WHEREAS WWC and ERA entered into an agreement (the "JV Agreement") dated effective the 1st day of January, 2012 to govern the terms and conditions under which they would engage in a joint venture relationship relating to the Mai Ndombe Joint Venture.

AND WHEREAS ERA has agreed to sell all of its assets relating to the Mai Ndombe Joint Venture pursuant to an agreement between themselves and other parties (the "Share Purchase Agreement") and the parties, as a result, wish to terminate the JV Agreement

NOW THEREFORE in consideration of the sum of $1.00 paid by WWC to ERA, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the mutual covenants and agreements hereinafter set forth and the mutual benefits to the parties to be derived therefrom, and intending to be legally bound hereby, the parties hereby agree as follows:

1. The JV Agreement is hereby terminated.

2. Those provisions of the JV Agreement which concern payment of funds on termination including Section 3.2, are hereby waived and the parties agree that no funds or obligations are due to them or from them thereunder.

3. Those provisions which are said, pursuant to Section 4.2 of the JV Agreement, to survive termination, are themselves hereby terminated.

4. It is agreed that the determination of amounts owing as between the parties hereto shall be made under the terms of the Share Purchase Agreement.

5. This Termination Agreement may be executed in counterpart and by facsimile or other electronic means.

IN WITNESS WHEREOF, the parties have caused this Termination Agreement to be executed by themselves or their respective duly authorized officers, as of the day and year first above written.

WILDLIFE WORKS CARBON, LLC.

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Authorized Signatory

ERA ECOSYSTEM RESTORATION ASSOCIATES INC.

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Authorized Signatory

IN WITNESS WHEREOF, the parties have caused this Termination Agreement to be executed by themselves or their respective duly authorized officers, as of the day and year first above written.

WILDLIFE WORKS CARBON, LLC.

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Authorized Signatory

ERA ECOSYSTEM RESTORATION ASSOCIATES INC.

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Authorized Signatory