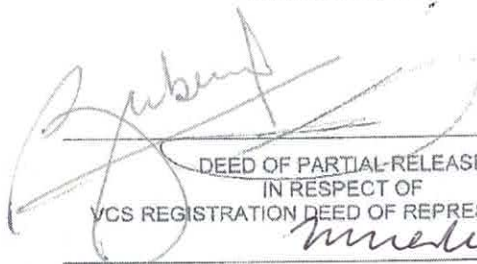

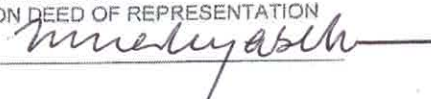


FLORESTAL SANTA MARIA LTDA.  
CARAGUÁ AGRONEGÓCIOS LTDA.

VERRA REGISTRY

  
  
\_\_\_\_\_  
DEED OF PARTIAL-RELEASE  
IN RESPECT OF  
VCS REGISTRATION DEED OF REPRESENTATION  


THIS DEED OF PARTIAL RELEASE is made on April 14, 2022

BY

- (1) FLORESTAL SANTA MARIA LTDA. ("FSM"), headquartered at 40 Rua Tatul, 3<sup>rd</sup> Floor, Room 01, Jardim Paulista, in the city of São Paulo, State of São Paulo, Brazil, ZIP Code 01409-010, enrolled under the National Registry of Legal Entities n. 06.066.768/0001-44. (as Released Registration Representor);
  - (2) CARAGUÁ AGRONEGÓCIOS LTDA. ("Caraguá"), headquartered at Road Assentamento Pacutinga, Kilometer 50.9, Rural Area in the city of Colniza, State of Mato Grosso, Brazil, enrolled under the National Registry of Legal Entities n. 28.731.325/0001-63. (as Remaining Registration Representor); and
  - (3) VERRA REGISTRY – One Thomas Circle, NW Suite 1050, Washington, DC 20005, United States (as Verra Registry).
- (A) On April 14, 2022, the Released Registration Representor made certain representations and warranties and undertook certain obligations under a registration deed of representation originally made on July 26<sup>th</sup>, 2012, between FLORESTAL SANTA MARIA LTDA. ("VCS Registration Deed of Representation").
- (B) The Released Registration Representor hereby wishes to be released from its representations and warranties and to be discharged from its obligations and liabilities under the VCS Registration Deed of Representation starting from the date hereof.
- (C) The Remaining Registration Representors and the Verra Registry hereby wish to acknowledge the release of the Released Registration Representor and to reaffirm representations and covenants made and given by them in the VCS Registration Deed of Representation.

THIS DEED WITNESSES as follows:

1. INTERPRETATION

Unless otherwise defined in this Deed or the context requires otherwise, words and expressions used in this Deed (including the recitals) have the meanings assigned to them in the VCS Registration Deed of Representation.

2. RELEASE

2.1 Subject to Clause 2.2 below, the Verra Registry as the holder of the benefit of the VCS Registration Deed of Representation hereby authorises and agrees to:

2.1.1 the release of the Released Registration Representor from any and all of its representations and warranties made or given under the VCS Registration Deed of Representation; and

2.1.2 the release of the Released Registration Representor from any and all obligations and liabilities under the VCS Registration Deed of Representation, in each case, with effect from the date of this Deed, and the Released Registration Representor shall, without any further action by the Verra Registry, any other Released Registration Representor or any other party, be so discharged and released.

2.2 Notwithstanding anything to the contrary in this Deed, the Released Registration Representative:

2.2.1 shall not be discharged or released from any obligation or liability that arise or may arise by reference to the matters existing prior to (but excluding) the date of this Deed; and

2.2.2 shall continue to be bound by the representations and warranties made or given by the Released Registration Representative under the VCS Registration Deed of Representation by reference to matters existing prior to (but excluding) the date of this Deed and, in particular:

(a) the Released Registration Representative hereby represents and warrants that the Monitoring Report and any other Project Documents for which the Released Registration Representative is responsible and which have been supplied by to the Verra Registry prior to (but excluding) the date of this Deed are true and accurate in all material respects; and

(b) the Released Registration Representative hereby represents and warrants that the Released Registration Representative has the right to all and any Reductions generated by the Project until April 12 of 2019, and the Released Registration Representative hereby expressly waives any and all rights it may have in respect of any and all Reductions generated by the Project after April 12 of 2019.

3. **REMAINING REGISTRATION REPRESENTORS**

Each of the Remaining Registration Representatives hereby:

3.1.1 acknowledges and agrees with the release of the Released Registration Representative from the VCS Registration Deed of Representation in accordance with the terms of this Deed; and

3.1.2 reaffirms the representations and covenants made and given by it under the VCS Registration Deed of Representation.

4. **GOVERNING LAW AND JURISDICTION**

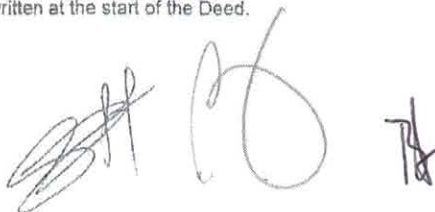
This Deed and all non-contractual obligations arising out of or in connection with it are governed by English law, and the English courts shall have exclusive jurisdiction to settle any dispute arising from or connected with this Deed, including a dispute regarding the existence, validity or termination of this Deed or the consequences of its nullity.

5. **COUNTERPARTS**

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

6. **DELIVERY**

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



EXECUTION PAGE

FLÓRESTAL SANTA MARIA LTDA.

  
\_\_\_\_\_  
Signature of director  
Rubens Forbes Alves de Lima Name of director  
  
\_\_\_\_\_  
Signature of director/secretary  
Irene Elizabeth Lenci Name of director/secretary

CARAGUÁ AGRONEGÓCIOS LTDA.

  
\_\_\_\_\_  
Signature of director  
Ricardo Públio de Oliveira Name of director  
  
\_\_\_\_\_  
Signature of director/secretary  
Diones Marcos Name of director/secretary

VERRA REGISTRY

  
\_\_\_\_\_  
Signature of director  
**Jerry Seager, Acting Chief Program Management Officer**  
\_\_\_\_\_  
Signature of director/secretary  
\_\_\_\_\_  
Name of director/secretary