

**BRIDGE CARBON AFRICA STOVES DEVELOPMENT PRIVATE LIMITED  
C-QUEST CAPITAL SG STOVES PRIVATE LIMITED**

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**DEED OF ACCESSION  
IN RESPECT OF  
VCS REGISTRATION DEED OF REPRESENTATION**

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**INSTALLATION OF HIGH EFFICIENCY WOOD BURNING COOKSTOVES IN MALAWI  
VCS 2342**

**THIS DEED OF ACCESSION** is made on **27 January 2025**

**BY**

- (1) **Bridge Carbon Africa Stoves Development Private Limited, carbon@bridgecarbon.com, 38 Beach Road, #29-11 South Beach Tower, 189767 Singapore, Singapore** (as **Acceding Registration Representor**);
- (2) **C-Quest Capital SG Stoves Private Limited, carbon@bridgecarbon.com, 38 Beach Road, #29-11 South Beach Tower, 189767 Singapore, Singapore** (as **“Existing Registration Representor”**);
- (A) On **21 August 2021** the Existing Registration Representor made certain representations and warranties and undertook certain obligations under a registration deed of representation (**“VCS Registration Deed of Representation”**).
- (B) The Acceding Registration Representor hereby wishes to accede to and be bound by the terms of the VCS Registration Deed of Representation relating to project **Installation of high efficiency wood burning cookstoves in Malawi, VCS 2342** (the **“Project”**) as a Registration Representor with effect from the date hereof.
- (C) The Existing Registration Representor hereby wishes to acknowledge the accession of the Acceding Registration Representor.

**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. ACCESSION**

- 2.1 With effect from the date of this Deed, the Acceding Registration Representor shall, without any further action by Verra, any Registration Representor, or any other party, be bound by the terms of the VCS Registration Deed of Representation as if it were named in the VCS Registration Deed of Representation.
- 2.2 For the avoidance of doubt, the Acceding Registration Representor hereby acknowledges that Verra shall hold this Deed for the benefit of Accountholders holding VCUs relating to the Project at any given time.

**3. EXISTING REGISTRATION REPRESENTOR**

The Existing Registration Representor hereby acknowledges and agrees with the accession of the Acceding Registration Representor to the VCS Registration Deed of Representation in accordance with the terms of this Deed.

**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**

**This Deed has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.**

**Executed as a deed by BRIDGE CARBON AFRICA STOVES DEVELOPMENT PRIVATE LIMITED acting by two directors**

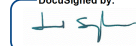
DocuSigned by:  
  
\_\_\_\_\_ Signature of director

JOEL SYKES \_\_\_\_\_ Name of director

DocuSigned by:  
  
\_\_\_\_\_ Signature of director

SEE KEAN CHEW \_\_\_\_\_ Name of director

**Executed as a deed by C-QUEST CAPITAL SG STOVES PRIVATE LIMITED acting by two directors**

DocuSigned by:  
  
\_\_\_\_\_ Signature of director

JOEL SYKES \_\_\_\_\_ Name of director

Signed by:  
  
\_\_\_\_\_ Signature of director

MARK WOODALL \_\_\_\_\_ Name of director