

BEATRIS TORMENA FABRIS GRADELA LTDA.
ECOLÓGICA ASSESSORIA LTDA.

DEED OF ACCESSION
IN RESPECT OF
VCS LISTING DEED OF REPRESENTATION

JURUENA RIVER REDD+ PROJECT

2709

THIS DEED OF ACCESSION is made on March 8th, 2024.

BY

(1) **BEATRIS TORMENA FABRIS GRADELA LTDA**, gradela@terra.com.br, Rua Belirio Pereira de Souza, 163, ala A, Centro, Navirái/MS, Postal Code 79950-000, (as "**Acceding Listing Representor**");

(2) **ECOLÓGICA ASSESSORIA LTDA**, registry@ecologica.earth, Quadra 103 Norte, Av. L0-2. Lote 56, Sala 14, Ed. Olympia- Plano Diretor Norte. Palmas, TO, Brazil, Postal Code 77001-022, (as "**Existing Listing Representor**").

(A) On October 28th, 2021, the Existing Listing Representor made certain representations and warranties and undertook certain obligations under a listing deed of representation (the "**VCS Listing Deed of Representation**").

(B) The Acceding Listing Representor hereby wishes to accede to and be bound by the terms of the VCS Listing Deed of Representation relating to project JURUENA RIVER REDD+ PROJECT, ID 2709, (the "Project") as a Listing Representor with effect from the date hereof.

(C) The Existing Listing Representor hereby wishes to acknowledge the accession of the Acceding Listing 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 Listing Deed of Representation.

2. ACCESSION

2.1 With effect from the date of this Deed, the Acceding Listing Representor shall, without any further action by Verra, any Listing Representor or any other party, be bound by the terms of the VCS Listing Deed of Representation as if it were originally named in the VCS Listing Deed of Representation as a 'Listing Representor'.

2.2 For the avoidance of doubt, the Acceding Listing Representor hereby acknowledges that Verra shall hold this Deed for the benefit of the persons listed at clause 2.3 of the VCS Listing Deed of Representation.

3. EXISTING LISTING REPRESENTOR

The Existing Listing Representor hereby acknowledges and agrees with the accession of the Acceding Listing Representor to the VCS Listing 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.

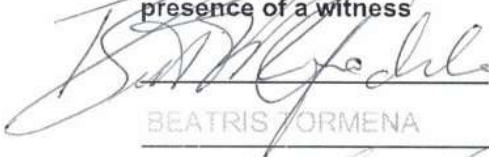
6. **DELIVERY**

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 BEATRIS TORMENA FABRIS GRADELA LTDA acting by a director in the presence of a witness



Signature of director/duly authorised signatory

BEATRIS TORMENA

Name of director

In the presence of:



Signature of witness

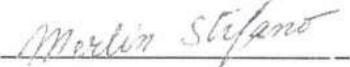
GUILHERME FABRIS

Name of witness

Rua Riachuelo, 10, Segundo Andar,
Navirai-MS, CEP 79950-000

Address of witness

Executed as a deed by ECOLÓGICA ASSESSORIA LTDA. acting by a director in the presence of a witness

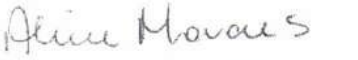


Signature of director

STEFANO MERLIN

Name of director

In the presence of:



Signature of witness

ALINE MORAES

Name of witness

Rua Dr. Bacelar, 268,
6123, Vila Clementino,
São Paulo, SP, Brazil

Address of witness