

FLORIDA REGENERATIVE PONGAMIA FUND 1, LLC

TERVIVA, INC

CULTIVO LAND PBC

VERRA

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DEED OF PARTIAL RELEASE  
IN RESPECT OF  
VCS LISTING DEED OF REPRESENTATION

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REGENERATING DEGRADED LANDS IN FLORIDA THROUGH PONGAMIA

3019

**THIS DEED OF PARTIAL RELEASE** is made on 6 AUGUST 2025

**BY**

- (1) **FLORIDA REGENERATIVE PONGAMIA FUND 1, LLC, MARC DIAZ, [marc.diaz@terviva.com](mailto:marc.diaz@terviva.com), 980 Atlantic Ave., Suite 105, Alameda, CA 94501** (as “Released Listing Representor”);
  - (2) **TERVIVA, INC., MARC DIAZ, [marc.diaz@terviva.com](mailto:marc.diaz@terviva.com), 980 Atlantic Ave., Suite 105, Alameda, CA 94501** (as “Remaining Listing Representor”); and
  - (3) **CULTIVO LAND PBC, DR MANUEL PIÑUELA, [manuel.pinuela@cultivo.land](mailto:manuel.pinuela@cultivo.land), 2081 Center Street Berkeley, California, 94704, USA** (as “Second Remaining Listing Representor”, and together with the First Remaining Listing Representor, collectively the “Remaining Listing Representors”, and each a “Remaining Listing Representor”); and
  - (4) **VERRA, One Thomas Circle, NW Suite 1050, Washington, DC 20005, United States** (as Verra).
- (A) On 16 MARCH 2022, the Released Listing Representor made certain representations and warranties and undertook certain obligations under a listing deed of representation relating to project FLORIDA REGENERATIVE PONGAMIA FUND 1, 3019 (the “Project”) (originally made on 16 MARCH 2022 between FLORIDA REGENERATIVE PONGAMIA FUND 1, LLC, TERVIVA, INC., AND CULTIVO LAND PBC the **VCS Listing Deed of Representation**).
- (B) The Released Listing Representor hereby wishes to be released from its representations and warranties and to be discharged from its obligations and liabilities under the VCS Listing Deed of Representation starting from the date hereof.
- (C) The Remaining Listing Representors and Verra hereby wish to acknowledge the release of the Released Listing Representor and to reaffirm representations and covenants made and given by them in the VCS Listing 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 ascribed to them in the VCS Listing Deed of Representation.

**2. RELEASE**

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

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

1.1.2 the release of the Released Listing Representor from any and all obligations and liabilities under the VCS Listing Deed of Representation, in each case, with effect from the date of this Deed, and the Released Listing Representor shall, without any

further action by Verra, any other Released Listing Representor or any other party, be so discharged and released.

- 1.2 Notwithstanding anything to the contrary in this Deed, the Released Listing Representor:
- 1.2.1 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
  - 1.2.2 shall continue to be bound by the representations and warranties made or given by the Released Listing Representor under the VCS Listing Deed of Representation by reference to matters existing prior to (but excluding) the date of this Deed and, in particular:
    - (a) the Released Listing Representor hereby represents and warrants that the Monitoring Report and any other Project Documents for which the Released Listing Representor is responsible and which have been supplied by to Verra prior to (but excluding) the date of this Deed are true and accurate in all material respects; and
    - (b) the Released Listing Representor hereby represents and warrants that the Released Listing Representor has the right to all and any Reductions or Removals generated by the Project until 30 JUNE 2025, and the Released Listing Representor hereby expressly waives any and all rights it may have in respect of any and all Reductions or Removals generated by the Project after 30 JUNE 2025.

## **2. REMAINING LISTING REPRESENTORS**

The Remaining Listing Representors hereby:

- 2.1.1 acknowledge and agree with the release of the Released Listing Representor from the VCS Listing Deed of Representation in accordance with the terms of this Deed; and
- 2.1.2 reaffirm the representations and covenants made and given by them under the VCS Listing Deed of Representation .

## **3. 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.

## **3. 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.

## **4. 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.**

*[NOTE: This deed may be signed by either a) a director and a company secretary, b) two directors, or c) one director/duly authorised signatory. Where c) is selected, the signature must be witnessed in person. Indicate which option was selected by deleting the options and blocks that do not apply below.]*

**Executed as a deed by FLORIDA REGENERATIVE PONGAMIA FUND 1, LLC acting by a director/duly authorised signatory in the presence of a witness**

DocuSigned by:  
  
6DE3BB2A5D3F4CB...  
MARC DIAZ

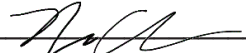
\_\_\_\_\_  
Signature of director/duly authorised signatory

\_\_\_\_\_  
Name of director (in BLOCK CAPITALS)

\_\_\_\_\_  
Signature of director/secretary

\_\_\_\_\_  
Name of director/secretary (in BLOCK CAPITALS)

*[Where this deed is signed by one director/duly authorised signatory]*  
In the presence of:


DocuSigned by:  
  
32491BA5AE324A5...  
NATHAN CHAN

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Name of witness (in BLOCK CAPITALS)

980 Atlantic Ave, Ste 105 Alameda, CA. 94501 USA      Address of witness

**Executed a deed by TERVIVA, INC. acting by a director/duly authorised signatory in the presence of a witness**

DocuSigned by:  
  
6DE3BB2A5D3F4CB...  
MARC DIAZ

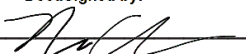
\_\_\_\_\_  
Signature of director/duly authorised signatory

\_\_\_\_\_  
Name of director (in BLOCK CAPITALS)

\_\_\_\_\_  
Signature of director/secretary

\_\_\_\_\_  
Name of director/secretary (in BLOCK CAPITALS)

*[Where this deed is signed by one director/duly authorised signatory]*  
In the presence of:

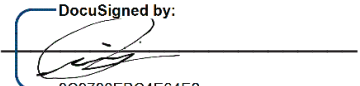
DocuSigned by:  
  
32491BA5AE324A5...  
NATHAN CHAN

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Name of witness (in BLOCK CAPITALS)

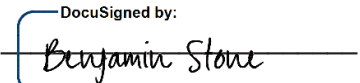
980 Atlantic Ave, Ste 105 Alameda, CA. 94501 USA      Address of witness

**Executed as a deed by CULTIVO LAND PBC acting by a director and a company secretary**

DocuSigned by:  
  
8C9780EBC4E64E2...  
DR MANUEL PINUELA

Signature of director/duly authorised signatory

Name of director (in BLOCK CAPITALS)

DocuSigned by:  
  
28784D3188AD4F6...  
BENJAMIN STONE

Signature of director/secretary

Name of director/secretary (in BLOCK CAPITALS)

*[Where this deed is signed by one director/duly authorised signatory]*


**In the presence of:**

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Name of witness (in BLOCK CAPITALS)

\_\_\_\_\_  
Address of witness

**Executed as a deed by VERRA acting by [a director and a company secretary] [two directors]  
[a director/duly authorised signatory in the presence of a witness]**

  
\_\_\_\_\_  
JUSTIN WHEELER

Signature of director/duly authorised signatory

Name of director (in BLOCK CAPITALS)

\_\_\_\_\_  
Signature of director/secretary

\_\_\_\_\_  
Name of director/secretary (in BLOCK CAPITALS)

*[Where this deed is signed by one director/duly authorised signatory]*

**In the presence of:**

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Name of witness (in BLOCK CAPITALS)

\_\_\_\_\_  
Address of witness