
VCS VALIDATION DEED OF REPRESENTATION

BY

TÜV SÜD AMERICA INC. – RUBY CANYON

REGENERATING DEGRADED LANDS IN FLORIDA THROUGH PONGAMIA

3019

THIS DEED OF REPRESENTATION is made on June 30, 2025

BY

TÜV SÜD America, Inc – Ruby Canyon, zach.eyler@tuvsud.com, 743 Horizon Court, Suite
385 Grand Junction, CO 81506 (as **VVB**)

THIS DEED WITNESSES as follows:

1. **INTERPRETATION**

1.1 In this Deed:

"Accountholder" means the holder of an account in the Verra Registry;

"AFOLU" means agriculture, forestry and other land use;

"GHG" means greenhouse gas;

"GHG Program" means a formal or organized program, scheme or arrangement for the recognition of activities leading to Reductions or Removals, or the crediting or issuance of instruments representing, or acknowledging, Reductions or Removals;

"Project" means REGENERATING DEGRADED LANDS IN FLORIDA THROUGH PONGAMIA;

"Project Crediting Period" means the time period for which GHG emission reductions or removals generated by the Project are eligible for issuance as VCUs (the rules with respect to the length of such time period and the renewal of the Project Crediting Period are set out in the *VCS Standard*);

"Project Ownership" means the legal right to control and operate the project activities. Distinct from proof of right;

"Project Proponent" means the individual or organization that has overall control and responsibility for the Project, or an individual or organization that together with others, each of which is also a Project Proponent, has overall control or responsibility for the Project. The entity(s) that can demonstrate Project Ownership in respect of the Project. For the avoidance of doubt where an individual executes this Representation in their capacity as an authorized office holder of the company who is the Project Proponent, this Representation is made by the company, not the authorized office holder;

"Reduction or Removal" means a reduction or removal of one (1) metric tonne of CO₂ equivalent caused by the activities of the Project during the Project Crediting Period. Refer to the VCS Program Definitions for the full definitions for "GHG Emissions Reduction (Reduction)" or "Carbon Dioxide Removal (Removal)";

"Validation Report" means the written report of validation in relation to the Project prepared by the VVB in accordance with the VCS Program Rules;

"Validation/Verification Body" or "VVB" means an organization approved by Verra to act as a validation/verification body in respect of providing validation and/or verification services in accordance with the VCS Program Rules;

"VCS Program" means the GHG Program operated by Verra which establishes the rules and requirements that operationalize the VCS to enable the validation of GHG projects and the verification of GHG emission reductions and removals;

"VCS Program Rules" means the rules and requirements set out in the *VCS Program Guide*, the *VCS Standard* and the other VCS Program documents, as such rules and requirements may be updated from time to time;

"Verified Carbon Unit" (VCU) means a unit issued by, and held in the Verra Registry representing the right of an Accountholder in whose account the unit is recorded, to claim the achievement of a Reduction or Removal that has been verified by a validation/verification body in accordance with the VCS Program Rules. Recordation of a VCU in the account of the Accountholder at the Verra Registry is *prima facie* evidence of that Accountholder's entitlement to that VCU.

"Verra Project Database" means the database that provides public access to all project and VCU information, including retirement and tracking of the AFOLU pooled buffer account (and serves similar functions for other Verra programs);

"Verra Registry" means the registry used by Verra that ensures all required Project and program documents have been submitted, maintains accounts of VCUs, issues and ensures the seamless flow of VCUs between registry accounts, and maintains custody and records of VCU legal ownership;

- 1.2 Documents referred to in this Deed but not defined shall be the VCS Program documents, as updated from time to time, to which the relevant term relates.

2. REPRESENTATIONS

- 2.1 I am the Validation/Verification Body in relation to the validation of the Project.

- 2.2 I hereby represent and warrant that:

2.2.1 I have validated the Project's compliance with the VCS Program requirements as set out in the VCS Program Rules; and

2.2.2 All factual information that I provide in relation to this Deed or have provided in the Validation Report is to the best of my knowledge following due inquiry true, accurate and complete in all material respects and I have not made or provided, and will not make or provide, false, fraudulent or misleading statements or information in relation to this Deed or the Validation Report.

- 2.3 I hereby acknowledge and agree that:

2.3.1 The following persons may rely on and enforce the terms of this Deed:

- (a) Verra;
- (b) each person who is an Accountholder holding VCUs relating to the Project at any given time;
- (c) each person on whose behalf VCUs relating to the Project were retired by an Accountholder; and
- (d) each of the successors and assigns of those persons listed in clauses 1.1.1(a), 1.1.1(b) or 2.3.1(c);

2.3.2 Neither Verra, nor any of its respective affiliates, directors, employees, agents, licensors and/or contractors, shall be liable with respect to any claims whatsoever

arising out of this Deed or erroneous information within the Validation Report submitted to the Verra Registry for indirect, consequential, special, punitive or exemplary damages, including, without limitation, claims brought against Verra by Accountholders, Project Proponents, other Validation/Verification Bodies or any other third party. This paragraph shall apply regardless of any actual knowledge or foreseeability of such damages;

2.3.3 I have read, understood and will abide by the VCS Program Rules; and

2.3.4 The Verra has an absolute right to amend any of the VCS Program Rules at any time and shall not bear any liability for loss or damage or liability of any kind sustained by the Validation/Verification Body or any other party involved in the Project in any way under the VCS Program as a consequence of such amendment.

3. GOVERNING LAW AND JURISDICTION

This Deed is governed by and interpreted in accordance with 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.

4. SOVEREIGN IMMUNITY

To the extent that the Validation/Verification Body enjoys any right of immunity from set-off, suit, execution, attachment or other legal process with respect to its assets or its obligations under this Deed, the Validation/Verification Body waives all such rights to the fullest extent permitted by law.

5. COUNTERPARTS

This Deed may be executed in any number of counterparts, each of 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 PAGE¹

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 TÜV SÜD America, Inc. – Ruby Canyon acting by director/duly authorized signatory in the presence of a witness.



Signature of director/duly authorised signatory

ZACH EYLER

Name of director (in BLOCK CAPITALS)



Signature of witness

Phillip CUNNINGHAM

Name of witness (in BLOCK CAPITALS)

743 Horizon Court, Suite 385

Grand Junction, CO 81506

Address of witness

¹ **Drafting Note:** Execution blocks may be adjusted to reflect local law requirements, e.g., if a company seal is required in relation to the execution of a deed by a company pursuant to the laws in its jurisdiction of incorporation.