

WAYCARBON SOLUÇÕES AMBIENTAIS E PROJETOS DE CARBONO LTDA
AUREN ENERGIA S.A (FORMERLY KNOWN AS "VTRM ENERGIA PARTICIPACOES
S.A.")
VERRA

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

VTRM RENEWABLE ENERGY 2
REGISTRY PROJECT 1903

THIS DEED OF PARTIAL RELEASE is made on 04/12/2023

BY

- (1) WAYCARBON SOLUÇÕES AMBIENTAIS E PROJETOS DE CARBONO LTDA, contact email: felipe.bittencourt@waycarbon.com, with its headquarters at 1000, Paraíba Street, 7nd Floor, Belo Horizonte/MG, (as “**Released Registration Representor**”);
 - (2) AUREN ENERGIA S.A (formerly known as “VTRM Energia Participacoes S.A.”), , contact email jose.amato@aurenenergia.com.br, with its headquarters at 8.501, Dr Ruth Cardoso Ave. 2nd floor, room 11, Pinheiros, São Paulo, SP, Brazil (as “**Remaining Registration Representor**”); and
 - (3) **VERRA, One Thomas Circle, NW Suite 1050, Washington, DC 20005, United States** (as **Verra**).
- (A) On 01 August 2019, the Released Registration Representor made certain representations and warranties and undertook certain obligations under a registration deed of representation relating to project VTRM Renewable Energy 2, Registry ID 1903 (the “Project”) (originally made on 01 August 2019 between VTRM Energia Participacoes S.A. (now known as Auren Energia S.A.), and Waycarbon Soluções Ambientais e Projetos de Carbono Ltda (together) the **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 Representor and the Verra 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, Verra 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 Representative shall, without any further action by Verra, any other Released Registration Representative 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 Verra 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 or Removals generated by the Project until 01 August 2017, and the Released Registration Representative hereby expressly waives any and all rights it may have in respect of any and all Reductions or Removals generated by the Project after 01 August 2017.

3. **REMAINING REGISTRATION REPRESENTORS**

The Remaining Registration Representative 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

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 WAYCARBON SOLUÇÕES AMBIENTAIS E PROJETOS DE CARBONO LTDA acting by a director/duly authorized signatory in the presence of a witness.

DocuSigned by:

Felipe Ribeiro Bittencourt

7426180GE3D2412...

Signature of director/duly authorised signatory

FELIPE RIBEIRO BITTENCOURT

Name of director/duly authorized signatory

In the presence of:

Assinado por:

Henrique de Almeida Pereira

CE250D3D6B6A492...

Signature of witness

HENRIQUE DE ALMEIDA PEREIRA

Name of witness

1000, Paraíba Street, 7nd Floor, Belo Horizonte/MG, Brazil.

Address of witness

Executed a deed by AUREN ENERGIA S.A acting by a director/duly authorized signatory in the presence of a witness.

Assinado por:

José Guilherme Silva Amato

B2B670F87C1344F...

Signature of director/duly authorized signatory

JOSE GUILHERME SILVA AMATO

Name of director/duly authorized signatory

In the presence of:

DocuSigned by:

LaZaro Gouveia Matheus

19DB73D3DED2454...

Signature of witness

LAZARO GOUVEIA MATHEUS

Name of witness

8501, Av. Dra. Ruth Cardoso, 2nd Floor, Pinheiros, São Paulo/SP, Brazil.

Address of witness

Executed as a deed by VERRA acting by a director/duly authorised signatory in the presence of a witness



Signature of director/duly authorised signatory

JUSTIN WHEELER

Name of director (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