

|  |  |  |
| --- | --- | --- |
|  | [NAME OF RELEASED REGISTRATION REPRESENTOR]  [NAME OF remaining REGISTRATION REPRESENTOR]  [NAME OF remaining REGISTRATION REPRESENTOR]  [NAME OF remaining REGISTRATION REPRESENTOR]  SOCIALCARBON REGISTRY  DEED OF PARTIAL RELEASE IN RESPECT OF  SOCIALCARBON REGISTRATION DEED OF REPRESENTATION |  |

**THIS DEED OF PARTIAL RELEASE** is made on [DATE]

**BY**

* 1. [**NAME AND ADDRESS OF REPRESENTOR**] (as **Released Registration Representor**);
  2. [**NAME AND ADDRESS OF REPRESENTOR**] (as **Remaining Registration Representor**);
  3. [**NAME AND ADDRESS OF REPRESENTOR**] (as **Remaining Registration Representor**); and
  4. **SOCIALCARBON REGISTRY** – Rua Dr. Bacelar, 368 - Conjunto 131, Vila São Clementino, São Paulo, Brazil (as **SOCIALCARBON registry**).
     + 1. On [DATE], the Released Registration Representor made certain representations and warranties and undertook certain obligations under a registration deed of representation originally made on [DATE] between [LIST PARTIES TO THE ORIGINAL DEED] ("**SOCIALCARBON Registration Deed of Representation**") [by execution of a deed of accession[[1]](#footnote-1)].
       2. 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 SOCIALCARBON Registration Deed of Representation starting from the date hereof.
       3. The Remaining Registration Representors and the SOCIALCARBON registry hereby wish to acknowledge the release of the Released Registration Representor and to reaffirm representations and covenants made and given by them in the SOCIALCARBON Registration Deed of Representation [(including by execution of a deed of accession, where applicable)[[2]](#footnote-2)].

**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 SOCIALCARBON Registration Deed of Representation.

1. release
   1. Subject to Clause 2.2 below, the SOCIALCARBON registry as the holder of the benefit of the SOCIALCARBON Registration Deed of Representation hereby authorises and agrees to:
      1. the release of the Released Registration Representor from any and all of its representations and warranties made or given under the SOCIALCARBON Registration Deed of Representation; and
      2. the release of the Released Registration Representor from any and all obligations and liabilities under the SOCIALCARBON Registration Deed of Representation,

in each case, with effect from the date of this Deed, and the Released Registration Representor shall, without any further action by the SOCIALCARBON registry, any other Released Registration Representor or any other party, be so discharged and released.

* 1. Notwithstanding anything to the contrary in this Deed, the Released Registration Representor:
     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. shall continue to be bound by the representations and warranties made or given by the Released Registration Representor under the SOCIALCARBON Registration Deed of Representation by reference to matters existing prior to (but excluding) the date of this Deed and, in particular:
        1. the Released Registration Representor hereby represents and warrants that the Monitoring Report and any other Project Documents for which the Released Registration Representor is responsible and which have been supplied by to the SOCIALCARBON registry prior to (but excluding) the date of this Deed are true and accurate in all material respects; and
        2. the Released Registration Representor hereby represents and warrants that the Released Registration Representor has the right to all and any Reductions generated by the Project until [DATE], and the Released Registration Representor hereby expressly waives any and all rights it may have in respect of any and all Reductions generated by the Project after [DATE].

1. remaining registration representors

Each of the Remaining Registration Representors hereby:

* + 1. acknowledges and agrees with the release of the Released Registration Representor from the SOCIALCARBON Registration Deed of Representation in accordance with the terms of this Deed; and
    2. reaffirms the representations and covenants made and given by it under the SOCIALCARBON Registration Deed of Representation.

1. 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.

1. 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.

1. DELIVERY

This Deed is delivered on the date written at the start of the Deed.

**EXECUTION PAGE**

**[NAME OF RELEASED REGISTRATION REPRESENTOR]**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature of director

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name of director

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name of director/secretary

**[NAME OF REMANING REGISTRATION REPRESENTOR]**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature of director

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name of director

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name of director/secretary

**[NAME OF REMANING REGISTRATION REPRESENTOR]**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature of director

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name of director

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name of director/secretary

**SOCIALCARBON REGISTRY**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature of director

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name of director

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name of director/secretary

1. Delete as appropriate. [↑](#footnote-ref-1)
2. Delete as appropriate. [↑](#footnote-ref-2)