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| [NAME OF RELEASED LISTING REPRESENTOR][NAME OF [FIRST] remaining LISTING REPRESENTOR][ [NAME OF second remaining LISTING REPRESENTOR] ]VERRA |
|  | DEED OF PARTIAL RELEASEIN RESPECT OF VCS LISTING DEED OF REPRESENTATION |  |

[PROJECT NAME]

[REGISTRY PROJECT ID]

**THIS DEED OF PARTIAL RELEASE** is made on [DATE][[1]](#footnote-2)

**BY**

* 1. [**NAME, CONTACT EMAIL AND ADDRESS OF REPRESENTOR**] (as “**Released Listing Representor”**);
	2. [**NAME, CONTACT EMAIL, AND ADDRESS OF REPRESENTOR**] (as “**[First] Remaining Listing Representor”**); and
	3. [**NAME, CONTACT EMAIL AND ADDRESS OF REPRESENTOR**] (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**).
		+ 1. On [DATE OF VCS LISTING DEED OF REPRESENTATION], the Released Listing Representor made certain representations and warranties and undertook certain obligations under a listing deed of representation relating to project [NAME, REGISTRY ID] (the “Project”) (originally made on [DATE OF VCS LISTING DEED OF REPRESENTATION] between [PARTIES TO THE ORIGINAL DEED] [and as acceded to by [LIST NAMES OF ACCEDING PARTIES] pursuant to a deed of accession dated [DATE OF DEED OF ACCESSION][[2]](#footnote-3)] ([together,] the **VCS Listing Deed of Representation**).
			2. 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.
			3. The Remaining Listing Representor[s] and Verra hereby wish[es] 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 [(including by execution of a deed of accession between [NAME PARTIES] dated [DATE], where applicable)[[3]](#footnote-4)].

**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.

1. release
	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. 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
		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.
	2. Notwithstanding anything to the contrary in this Deed, the Released Listing 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 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:
			1. 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
			2. 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 [DATE], 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 [DATE].
2. remaining Listing representors

The Remaining Listing Representor[s] hereby:

* + 1. acknowledge[s] and agree[s] 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. reaffirm[s] the representations and covenants made and given by [it][them] under the VCS Listing Deed of Representation [(including by execution of a deed of accession between [NAME PARTIES] dated [DATE], where applicable)[[4]](#footnote-5)].
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[[5]](#footnote-6)**

**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 [NAME OF RELEASED LISTING REPRESENTOR] acting by [a director and a company secretary] [two directors] [a director/duly authorised signatory in the presence of a witness]**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 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

**Executed a deed by [NAME OF [FIRST] REMANING LISTING REPRESENTOR]** **acting by [a director and a company secretary] [two directors] [a director/duly authorised signatory in the presence of a witness]**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 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

**Executed as a deed by [NAME OF [SECOND] REMANING LISTING REPRESENTOR] acting by
[a director and a company secretary] [two directors] [a director/duly authorised signatory in the presence of a witness]**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 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

**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]**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 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

1. Drafting Note: Fill in yellow highlighted text. Delete green highlighted text where there is only one Remaining Listing Representator. Where there are more than two Remaining Listing Representors, this Deed may be updated accordingly. There may only be one Released Listing Representator per deed. Remove all highlight formatting before submission. [↑](#footnote-ref-2)
2. Complete or delete as appropriate. Include additional deed(s) of accession as appropriate. [↑](#footnote-ref-3)
3. Complete or delete as appropriate. [↑](#footnote-ref-4)
4. Complete or delete as appropriate. [↑](#footnote-ref-5)
5. **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. [↑](#footnote-ref-6)