VCS VERIFICATION DEED OF REPRESENTATION

BY

[DNV CLIMATE CHANGE SERVICES AS]

THIS DEED OF REPRESENTATION is made on [30 November 2012]

BY

[Det Norske Veritas USA Inc.] (as **VVB**)

THIS DEED WITNESSES as follows:

1. **INTERPRETATION**

1.1 In this Deed:

"Accountholder" means any person holding a VCU account with a VCS Registry;

"Project" means [The THE KASIGAU CORRIDOR REDD PROJECT PHASE I –RUKINGA SANCTUARY

"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*);

"Reduction" means a reduction or removal of one tonne of CO_2e caused by the activities of a Project during the Project Crediting Period;

"Verification Report" means the written report of verification [report no. [2012-9319], dated [29 November 2012]] prepared by the VVB in accordance with the VCS Rules;

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

"VCSA" means the Verified Carbon Standard Association;

"VCS Program" means the GHG program operated by the VCSA 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 Registry" means a registry operating within the VCS registry system and holding a current, valid agreement with the VCSA to provide registry services on behalf of the VCSA. VCS registries interact with the VCS project database to issue VCUs, and hold, transfer (to and from other VCS registries), retire, suspend, cancel and provide custodial services for VCUs on behalf of its account holders;

"VCS 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; and

"VCU" means a verified carbon unit;

2. **REPRESENTATIONS**

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

2.2 I hereby represent and warrant that:

2.2.1 I have independently verified the Reductions generated by the Project in accordance with the VCS Rules;

2.2.2 In relation to any validation findings and conclusions provided in the Verification Report, I have independently validated the Project's compliance with the VCS Program requirements as set out in the VCS Rules; and

2.2.3 All information which I have provided in the Verification Report is true and accurate in all material respects.

2.3 Notwithstanding any other provisions contained in the Verification Report, I hereby acknowledge that a VCS Registry shall hold this Deed for the benefit of Accountholders holding VCUs relating to the Project at any given time.

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. 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.

5. DELIVERY

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

EXECUTED by [DNV Climate Change Services AS] as a deed



_____ Signature of director

___ Miguel Rescalvo _____ Name of director

_____ Signature of director/secretary

_____ Name of director/secretary