**Climate Forward Program**

**Attestation of Title**

[Project Proponent] (the "**Project Proponent**"), as of the date set forth below, hereby attests, represents and warrants to the Climate Action Reserve (the “**Reserve**”) the following in connection with [Project Name] [CF # \_Project ID#] (the "**Project**"):

1. The Project Proponent holds, free of any lien, charge, security interest or other encumbrance, legal title to and all beneficial ownership rights in the following (the "**Forecasted Mitigation Units**"): (i) any removal, limitation, reduction, avoidance, sequestration or mitigation of any greenhouse gas associated with the Project and arising during the period beginning on [Crediting Period Start Date ] and ending on [ Crediting Period End Date ] (the "**Crediting Period**"), and (ii) any right, interest, credit, entitlement, benefit or allowance to emit arising from or associated with any of the foregoing (except, with respect to both clauses (i) and (ii) above, for any failure to hold such legal title and beneficial ownership rights as may have resulted from one or more Permitted Transfers by the Project Proponent or any predecessor in interest thereof).

For purposes hereof, "**Permitted Transfer**" means any transfer of one or more Forecasted Mitigation Units ("**Project FMUs**"), with the Reserve’s express written permission upon the conversion, retirement or cancellation of one or more Project FMUs ("**Other Project Credits**"), provided that any such transfer of Project FMUs is in accordance with Climate Forward’s Terms of Use and the Climate Forward Program Manual, each as may be amended from time to time.

1. The Project Proponent has not effected, nor will it attempt to effect, any sale or other transfer of the Project FMUs except by way of one or more Permitted Transfers.
2. None of the Project FMUs have been or will be registered with, reported in, or held, transferred or retired via any emissions registry or inventory other than the Reserve (except as to Project FMUs represented by Other Project Credits) or registered with the Reserve under a different project title or location.
3. The Project Proponent has not made or provided, and will not make or provide, knowingly false, fraudulent or misleading statements or information to the Reserve or any third-party experts approved by the Reserve and assigned to the Project.
4. The undersigned is a duly qualified and acting officer of the Project Proponent holding the title indicated on the signature page hereof and is expressly authorized to execute and deliver this Attestation on behalf of the Project Proponent, thereby rendering this Attestation binding on the Project Proponent.

The Project Proponent recognizes, acknowledges and agrees that (i) this Attestation may be relied upon by the Reserve and/or any user of the Climate Forward program, and each of their respective successors and assigns (including, without limitation, reliance in connection with the issuance and transfer of Project FMUs); and (ii) in the event of any breach of any paragraphs 1 through 5 hereof, the Reserve shall be entitled to pursue any rights and remedies available at law or in equity (including, without limitation, rights to indemnification pursuant to Climate Forward’s Terms of Use, which incorporates this Attestation by reference) in any court of competent jurisdiction.

IN WITNESS WHEREOF, the undersigned has executed this Attestation on behalf of the Project Proponent this [     ] day of [     ], 20[     ].

PROJECT PROPONENT[[1]](#footnote-2)

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:

Title:

Organization:

Address:

1. If the Project Proponent is a corporation, partnership or other legal entity, this Attestation must be executed by an officer of the Project Proponent legally authorized to bind the entity. If the Project Proponent is an individual, this Attestation must be executed by the individual and revised accordingly. [↑](#footnote-ref-2)