

**INDEMNIFICATION AGREEMENT**

This Indemnification Agreement is entered into as of [\_\_\_\_], between [\_\_\_\_\_] (the “Grassland Owner”) and the Climate Action Reserve, a California nonprofit public benefit corporation (the “Reserve”), and supplements the Project Developer’s Attestation of Title executed by the Grassland Owner on [\_\_\_\_\_] (the “Attestation of Title”), and the Reserve’s Terms of Use executed by the Grassland Owner via electronic execution on [\_\_\_\_\_].

NOW THEREFORE, the parties hereby agree to supplement the indemnification provisions in the Attestation of Title and Terms of Use as follows:

In exchange for valuable consideration, including participation by the Grassland Owner in the Reserve’s program in accordance with the Terms of Use and the issuance of Climate Reserve Tonnes (“CRT”)s to the Grassland Owner in connection with the [\_\_\_\_\_] Project CAR # [\_\_\_\_\_] (the “Project”), the Grassland Owner shall indemnify, hold harmless and defend, using counsel selected by the Reserve, the Reserve and its directors, officers, employees, agents, contractors, representatives, affiliates, successors and assigns from and against all damages, liabilities, penalties, costs, losses, expenses, causes of action, claims, demands, awards and judgments, including without limitation, any amounts paid in settlement or compromise and any fees and costs of attorneys and experts, in any way arising from or relating to (i) the [insert title of conservation easement or other similar document] by and between the Grassland Owner and [land trust or other party that is the grantee to the conservation easement] (“Counterparty”), recorded with the [insert name of County, State] Recorder’s Office as Document number [insert document number] on [insert date of recordation], Book [insert book no.], Page [insert page no.]; or (ii) ownership of any CRTs issued by the Reserve in connection with the Project, including without limitation (A) any claim by [Counterparty] or by any other individual, partnership, firm, association, corporation, limited liability company, trust, governmental body, or other entity or person (each a “Person”) that it has or had any right, title or interest in or to any such CRTs and (B) any claim by any direct or indirect transferee of any such CRTs or by any other Person regarding the validity of or any defects in any right, title or interest that it has or had in or to any such CRTs.

IN WITNESS WHEREOF, the parties have caused this Indemnification Agreement to be executed as of the date first written above.

**CLIMATE ACTION RESERVE**

By: \_\_\_\_\_  
Name: Gary Gero  
Title: President

**[NAME OF GRASSLAND OWNER]**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_