Low-Carbon Cement Project Protocol

Attestation of SCM/ACM Use

The undersigned, on behalf of [Project Developer] (the "Attestor"), in connection with [Project Name] [CAR # Project ID#] (the "Project"), for the period beginning on [Reporting Period Start Date] and ending on [Reporting Period End Date] ("Reporting Period"), hereby attests, represents, warrants and covenants to the Climate Action Reserve (the "Reserve"), as of the date set forth below, as follows:

1. The Attestor guarantees that SCM/ACM, associated with any removal, limitation, reduction, avoidance, sequestration, or mitigation of any greenhouse gas associated with the Project and arising during ("Project Reductions") the Reporting Period, produced is compliant with any applicable ASTM standards or that the SCM/ACM has been quality tested and assured to meet the end-user's product standards, and meets the quality standards as defined under the protocol.

2. To the best of their knowledge, the Attestor confirms that the SCM/ACM (associated with the Project Reductions from the Project) will be used to partially or fully replace the determined baseline amount of Portland cement (PC) clinker utilized at a cement processing plant, a ready-mix concrete plant, or in concrete products. In other words, no credits will be claimed for using the SCM/ACMs purchased to replace the use of another SCM (e.g, fly ash and/or ground granulated blast furnace slag) in the cement and/or concrete production process, or for SCM/ACMs used for any other purpose.

3. To the best of their knowledge, the Attestor confirms that the SCM/ACM will not be used beyond a replacement rate that will result in negative impacts to the performance of the end-product.

4. The Attestor confirms that the SCM/ACM product will not be used to displace Portland Cement clinker at a capped cement facility under any compliance program (e.g., California’s cap-and-trade program).

5. The Attestor holds, free of any lien, charge, security interest, or other encumbrance, legal title to and all beneficial ownership rights to any Project
Reductions and the end-user shall not claim any rights to Project Reductions or make any quantifiable claims towards their own greenhouse gas emissions reductions targets or inventory. If the Attestor is aware of any end-user claims related to low-carbon cement in his or her own sustainability report, the Attestor will communicate this information to the Reserve.

6. The undersigned is a duly qualified and acting officer of the Attestor holding the title indicated on the signature page hereof and is expressly authorized to execute and deliver this Attestation on behalf of the Attestor, thereby rendering this Attestation binding on the Attestor.

The Attestor recognizes, acknowledges and agrees that (i) this Attestation may be relied upon by the Reserve and/or any user of the Reserve program, and each of their respective successors and assigns (including, without limitation, reliance in connection with the issuance and transfer of Project CRTs); and (ii) in the event of any breach of any paragraphs 1 through 7 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 the Reserve’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 Developer this [____] day of [____], 20[____].

PROJECT DEVELOPER

Signature: ____________________________
Name: _____
Title: _____
Organization: _____
Address: _____

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^1 If the Project Owner is a corporation, partnership or other legal entity, this Attestation must be executed by an officer of the Project Owner who is legally authorized to bind the entity. If the Project Owner is an individual, this Attestation must be executed by the individual and revised accordingly.