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Technical Committee Meeting
Thursday, July 7, 2022
8:30 A.M.

This Meeting will be conducted via teleconference pursuant to the requirements of [Assembly Bill No. 361](#). By using teleconference for this meeting, MCE continues to promote social distancing measures recommended by local officials.

Members of the public who wish to observe the Meeting and/or offer public comment may do so telephonically via the following teleconference call-in number and meeting ID:

For Viewing Access Join Zoom Meeting:

<https://us02web.zoom.us/j/88221162906?pwd=anRLWVl0czBmRlNlVjV0UDBQcGJ3UT09>

Dial: 1-669-900-9128
Webinar ID: 882 2116 2906
Meeting Password: 589877

Agenda Page 1 of 2

1. Roll Call/Quorum
2. Board Announcements (Discussion)
3. Public Open Time (Discussion)
4. Report from Chief Executive Officer (Discussion)
5. Consent Calendar (Discussion/Action)
 - C.1 Approval of 5.5.22 Meeting Minutes
 - C.2 Master Services Agreement with Anew EV, LLC
6. Committee Matters & Staff Matters (Discussion)
7. Adjourn

The Technical Committee may discuss and/or take action on any or all of the items listed on the agenda irrespective of how the items are described.

DISABLED ACCOMMODATION: If you are a person with a disability which requires an accommodation, or an alternative format, please contact the Clerk of the Board at (925) 378-6732 as soon as possible to ensure arrangements for accommodation.

MCE TECHNICAL COMMITTEE MEETING MINUTES
Thursday, May 5, 2022
8:30 A.M.

The Technical Committee Meeting was conducted pursuant to the requirements of [Assembly Bill No. 361](#) (September 16, 2021) which allows a public agency to use teleconferencing during a Governor-proclaimed state of emergency without meeting usual [Ralph M. Brown Act](#) teleconference requirements. Committee Members, staff and members of the public were able to participate in the Committee Meeting via teleconference.

Present: Gina Dawson, City of Lafayette
Kevin Haroff, City of Larkspur
Katie Rice, County of Marin, Acting Chair
Teresa Onoda, Town of Moraga
Devin Murphy, City of Pinole
Katy Miessner, City of Vallejo

Absent: John Gioia, Contra Costa County
Ford Greene, Town of San Anselmo
Scott Perkins, City of San Ramon

**Staff
& Others:** Jessica Brooks, Assistant Board Clerk
Vidhi Chawla, Manager of Power Resources
Darlene Jackson, Board Clerk
Vicken Kasarjian, Chief Operating Officer
David Potovsky, Principal Power Procurement Manager
Evelyn Reyes, Internal Operations Coordinator
Sabrinna Soldavini, Policy Analyst
Lindsay Saxby, Director of Power Resources
Dawn Weisz, Chief Executive Officer

1. Roll Call

Acting Chair Rice called the regular Technical Committee meeting to order at 8:31 a.m. with quorum established by roll call.

2. Board Announcements (Discussion)

There were no announcements.

3. Public Open Time (Discussion)

Acting Chair Haroff opened the public comment period and there were no comments.

4. Resolution No. 2022-06 Authorizing Remote Teleconference Meeting for the Technical Committee Pursuant to Government Code Section 54953(e)

Catalina Murphy, Senior Legal Counsel presented this item and addressed questions from Committee members.

Acting Chair Rice opened the public comment period and there were no comments.

Action: It was M/S/C (Miessner/Onoda) to **adopt proposed Resolution No. 2022-06 Authorizing Remote Teleconference Meetings for the Technical Committee Pursuant to Government Code Section 54953(e)**. Motion carried by unanimous roll call vote. (Absent: Directors Gioia, Greene, and Perkins).

5. Report from Chief Executive Officer (Discussion)

CEO, Dawn Weisz, reported the following:

- Energy Efficiency results
 - Huge energy and thermal savings. 2021 Highlights include: 6.32 GWh electric savings (up 222% over 2020), 338,000 Therms gas savings (up 363% over 2020), Commercial program was cost effective at 1.28 TRC, and the equity segment achieved 206% of its electricity saving goals.
 - The LIFT program won the 2022 Spare the Air Leadership Award from BAAQMD as a replicable and scalable blueprint for other rebate programs throughout California.
- Electric Vehicles
 - Gearing up to expand the MCE Sync pilot with the goal of 4,000 customers enrolled by March 2023.
 - MCE Sync was accepted as a presentation at Roadmap, the leading national EV conference.
 - Element Markets has been selected after a solicitation as our LCFS credit broker. They will be helping claim credits from the Sync pilot and sell the credits we've already claimed from the SR parking lot and a few select EVSE rebate recipients.
- Request for Letter of Opposition to SB 881 was sent to the Board of Directors asking for participation.
- Regulatory & Legislative Policy
 - Completed a successful trip to Washington DC last week where staff and board members participated in Federal Legislative meetings over a day and a half. A thank you to Directors Murphy

and Quinto for accompanying staff and contributing to these important meetings.

- o Presented live Legislative Advocacy map along with instructions on how to register.

6. Consent Calendar (Discussion/Action)

C.1 Approval of 3.3.22 Meeting Minutes

Acting Chair Rice opened the public comment period and there were no comments.

Action: It was M/S/C (Onoda/Dawson) to **approve Consent Calendar C.1**. Motion carried by unanimous roll call vote. (Absent: Directors Gioia, Greene, and Perkins).

7. Renewable Portfolio Standard Voluntary Allocations from PG&E (Discussion/Action)

Sabrinna Soldavini, Policy Analyst and Vidhi Chawla, Manager of Power Resources, presented this item and addressed questions from Committee members.

Acting Chair Rice opened the public comment period and there were comments made from members of the public Howdy Goudey and Daniel Segedin.

Action: It was M/S/C (Onoda/Murphy) to **delegate authority to staff to determine whether to accept an allocation from PG&E; elect the share from the short-term and long-term resource pools; and enter into any necessary agreements to effectuate the allocation**. Motion carried by unanimous roll call vote. (Absent: Directors Gioia, Greene, and Perkins).

8. Overview of Open Season 2022 (Discussion)

David Potovsky, Principal Power Procurement Manager, presented this item and addressed questions from Committee members.

Acting Chair Rice opened the public comment period and there were comments made from member of the public Daniel Segedin.

Action: No action required.

9. Committee & Staff Matters (Discussion)

There were none.

10. Adjournment

Acting Chair Rice adjourned the meeting at 10:02 a.m. to the next scheduled Technical Committee Meeting on June 2, 2022.

Katie Rice, Acting Chair

Attest:

Dawn Weisz, Secretary



July 7, 2022

TO: MCE Technical Committee

FROM: Alice Havenar-Daughton, Director of Customer Programs

RE: Proposed Master Services Agreement with Anew EV, LLC
(Agenda Item #05 C.2)

ATTACHMENT: Proposed Master Services Agreement with Anew EV, LLC

Dear Technical Committee Members:

SUMMARY:

The proposed Master Services Agreement ("Agreement") with Anew EV, LLC ("Anew") is a contract for Low Carbon Fuel Standard ("LCFS") credit management services, primarily focused on support for the development of MCE's LCFS program and the generation and brokering of LCFS credits. The Agreement would provide MCE the ability to generate more revenue from the sale of LCFS credits to support transportation electrification ("TE") initiatives.

Background:

The transportation sector accounts for approximately 40% of California's statewide emissions—the largest single source of greenhouse gas emissions ("GHG") in California. The LCFS program is a market based strategy to cut transportation-related GHG emissions and it is overseen by the California Air Resources Board ("CARB"). Under the program, providers of transportation fuels must demonstrate that the mix of fuels they supply meet the LCFS carbon intensity standards for each annual compliance period. Low carbon fuels that reduce emissions beyond the level required for compliance, including electricity used to charge electric vehicles, generate credits which can then be sold to other companies seeking to reduce their GHG footprint to comply with regulations. MCE's Deep Green service has been certified as a Zero Carbon Fuel for LCFS since 2020. By claiming credits for electric vehicle charging under the LCFS, MCE earns funds which can be reinvested into additional TE support

for member communities.

In 2021, MCE utilized the LCFS by launching a small MCE LCFS pilot program with five non-residential customers with electric vehicle ("EV") chargers enrolled in MCE's Deep Green service. The customers reported the usage of their chargers to MCE and assigned any LCFS credits generated from EV charging to MCE. MCE then claimed the credits with CARB and customers received a portion of the estimated value of any credits generated during the pilot period. The MCE LCFS pilot program was successful, demonstrating opportunities for LCFS credit generation for non-residential customers. The MCE LCFS pilot program reported 201 credits for customers over three quarters. Based on the average credit sale price in May 2022 the total credit value was \$23,680 and customers received a total of \$19,773 in payments from MCE.

Staff have also identified future opportunities for credit generation for residential customers that operate EV's. In 2021 MCE launched a residential managed EV charging pilot to shift residential EV charging away from peak periods. MCE will be able to claim LCFS credits for residential pilot customers, and customers participating in other EV load management programs.

In March 2022 staff issued a solicitation seeking qualified organizations and businesses to provide LCFS program administration and credit management services to allow MCE to monetize LCFS credits and expand existing programs for customers. Anew was selected as the desired vendor through MCE's solicitation process, which included 3 responses from qualified vendors. Anew has extensive experience in LCFS credit generation and management from electricity with a team with over 40 years of combined LCFS experience, has experience working with a variety of entities from leading transit agencies to smaller businesses, and has generated more than 750,000 LCFS credits across multiple fuel types.

The proposed Agreement would support the expansion of MCE's LCFS pilot program and allow MCE to generate and monetize credits from current and future pilots and programs. If the proposed Agreement with Anew is approved, Anew would:

- Support MCE's LCFS pilot and program development by identifying additional LCFS credit generation opportunities across MCE's portfolio of TE programs;
- Advise MCE on LCFS program participation strategies;
- Estimate and forecast annual revenue from credit sales based on customer enrollment and EV adoption;
- Work with MCE to integrate LCFS credit generation and management into MCE's TE pilots and programs and other MCE initiatives that would generate more LCFS credits; and
- Generate, market, and broker LCFS credits for MCE, then remit proceeds from credit sales to MCE.

Fiscal Impacts:

Anew would perform their services for a fee of 10% of net credit revenue and the Agreement would be revenue positive for MCE. The Agreement does not include a not-to-exceed contract value because all services provided by Anew would be funded from a percentage of credit sales. If approved, this arrangement will provide an incentive to Anew to maximize MCE's credit generation opportunities.

As required by the LCFS regulation,¹ MCE's revenue from the sale of LCFS credits would be reinvested in TE initiatives in MCE's service area.

Recommendation:

Approve the proposed Master Services Agreement with Anew EV, LLC.

¹ Title 17, CCR, section 95491(d)(3)(A)

MASTER SERVICES AGREEMENT BY AND BETWEEN MARIN CLEAN ENERGY AND ANEW EV, LLC

THIS MASTER SERVICES AGREEMENT ("Agreement") is made and entered into on July 13, 2022, by and between MARIN CLEAN ENERGY (hereinafter referred to as "MCE") and Anew EV, LLC, a Delaware limited liability company with principal address at: 3200 Southwest Freeway, Suite 1310, Houston, TX 77027 (hereinafter referred to as "Implementer") (each, a "Party," and, together, the "Parties").

RECITALS:

WHEREAS, MCE desires to retain Implementer to provide the services ("Services") described in statements of work ("Statement of Work") to be agreed by the Parties, in form and substance as set forth on Exhibit A attached hereto, and each of which shall be considered a part hereof and Schedules hereto;

WHEREAS, Implementer desires to provide the Services to MCE;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. SCOPE OF SERVICES:

Implementer agrees to provide all of the Services in accordance with the terms and conditions of this Agreement. "Services" shall also include any other work performed by Implementer pursuant to this Agreement.

2. FEES AND PAYMENT SCHEDULE:

The fees and payment schedule for furnishing Services under this Agreement shall be based on the rate schedule which is attached hereto as **Exhibit B** and by this reference incorporated herein. Said fees shall remain in effect for the entire term of the Agreement ("Term"). Implementer shall provide MCE with Implementer's Federal Tax I.D. number prior to the first remittance of payment to MCE. Implementer is responsible for remitting payment to MCE in a timely and accurate manner. If applicable, Implementer shall email invoices to MCE within thirty (30) days of any Services rendered or expenses incurred, and MCE will process payment for undisputed invoiced amounts within thirty (30) days.

3. MAXIMUM PERCENTAGE WITHHELD:

In no event will (a) the Grid CI LCFS Revenue retained by Implementer exceed 10% of the net revenue actually received by Implementer from the sale of LCFS Credits generated using Grid CI electricity in a given Generation Period and (b) the Zero CI LCFS Revenue retained by Implementer exceed 10% of the net revenue actually received by Implementer from the sale of LCFS Credits generated using Zero CI electricity in a given Generation Period. Capitalized Terms used but not otherwise defined in this Section 3 shall have the meanings ascribed to them in the Statement of Work.

4. TERM OF AGREEMENT:

This Agreement shall commence on **July 13, 2022** ("Effective Date") and shall terminate on **July 13, 2025**, unless earlier terminated pursuant to the terms and conditions set forth in Section 12.

5. REPRESENTATIONS; WARRANTIES; COVENANTS:

5.1. IMPLEMENTER REPRESENTATIONS AND WARRANTIES. Implementer represents, warrants and covenants that (a) it is a **limited liability company** duly organized, validly existing and in good standing under the laws of the State of **Delaware**, (b) it has full power and authority and all regulatory authorizations required to execute, deliver and perform its obligations under this Agreement and all exhibits and addenda and to engage in the business it presently conducts and contemplates conducting, (c) it is and will be duly licensed or qualified to do business and in good standing under the laws of the State of California and each other jurisdiction wherein the nature of its business transacted by it makes such licensing or qualification necessary and where the failure to be licensed or qualified would have a material adverse effect on its ability to perform its obligations hereunder, (d) it is qualified and competent to render the Services and possesses the requisite expertise to perform its obligations hereunder, (e) the execution, delivery and performance of this Agreement and all exhibits and addenda hereto are within its powers and do not violate the terms and conditions in its governing documents, any contracts to which it is a party or any law, rule, regulation, order or the like applicable to it, (f) this Agreement and each exhibit and addendum constitutes its legally valid and binding

obligation enforceable against it in accordance with its terms, and (g) it is not bankrupt and there are no proceedings pending or being contemplated by it or, to its knowledge, threatened against it which would result in it being or becoming bankrupt.

5.2. COMPLIANCE WITH APPLICABLE LAW: At all times during the Term and the performance of the Services, Implementer shall comply with all applicable federal, state and local laws, regulations, ordinances and resolutions ("Applicable Law").

5.3. LICENSING. At all times during the performance of the Services, Implementer represents, warrants and covenants that it has and shall obtain and maintain, at its sole cost and expense, all required permits, licenses, certificates and registrations required for the operation of its business and the performance of the Services. Implementer shall promptly provide copies of such licenses and registrations to MCE at the request of MCE.

5.4. NONDISCRIMINATORY EMPLOYMENT: Implementer shall not unlawfully discriminate against any individual based on race, color, religion, nationality, sex, sexual orientation, gender identity, age or condition of disability. Implementer understands and agrees that Implementer is bound by and shall comply with the nondiscrimination mandates of all federal, state, and local statutes, regulations, and ordinances.

5.5. PERFORMANCE ASSURANCE; BONDING (REQUIRED IF CHECKED ☐). At all times during the performance of the Services, Implementer represents, warrants and covenants that it has and shall obtain and maintain, at its sole cost and expense, all bonding requirements of the California Contractor State License Board ("CSLB"), as may be applicable. Regardless of the specific Services provided, Implementer shall also maintain any payment and/or performance assurances as may be requested by MCE during the performance of the Services.

5.6. SAFETY (REQUIRED IF CHECKED ☐). At all times during the performance of the Services, Implementer represents, warrants and covenants that it shall:

- (a) abide by all applicable federal and state Occupational Safety and Health Administration requirements and other applicable federal, state, and local rules, regulations, codes and ordinances to safeguard persons and property from injury or damage;
- (b) abide by all applicable MCE security procedures, rules and regulations and cooperate with MCE security personnel whenever on MCE's property;
- (c) abide by MCE's standard safety program contract requirements as may be provided by MCE to Implementer from time to time;
- (d) provide all necessary training to its employees, and require Subcontractors to provide training to their employees, about the safety and health rules and standards required under this Agreement;
- (e) have in place an effective Injury and Illness Prevention Program that meets the requirements all applicable laws and regulations, including but not limited to Section 6401.7 of the California Labor Code. Additional safety requirements (including MCE's standard safety program contract requirements) are set forth elsewhere in the Agreement, as applicable, and in MCE's safety handbooks as may be provided by MCE to Implementer from time to time;
- (f) be responsible for initiating, maintaining, monitoring and supervising all safety precautions and programs in connection with the performance of the Agreement; and
- (g) monitor the safety of the job site(s), if applicable, during the performance of all Services to comply with all applicable federal, state, and local laws and to follow safe work practices.

5.7. BACKGROUND CHECKS (REQUIRED IF CHECKED ☐).

- (a) Implementer hereby represents, warrants and covenants that any employees, members, officers, Implementers, Subcontractors and agents of Implementer (each, an "Implementer Party," and, collectively, the "Implementer Parties") having or requiring access to MCE's assets, premises, customer property ("Covered Personnel") shall have successfully passed background screening on each such individual, prior to receiving access, which screening may include, among other things to the extent applicable to the Services, a screening of the individual's educational background, employment history, valid driver's license, and court record for the seven (7) year period immediately preceding the individual's date of assignment to perform the Services.
- (b) Notwithstanding the foregoing and to the extent permitted by applicable law, in no event shall Implementer permit any Covered Personnel to have one or more convictions during the seven (7) year period immediately preceding the individual's date of assignment to perform the Services, or at any time after the individual's date of, assignment to perform the Services, for any of the following ("Serious Offense"): (i) a "serious felony," similar to those defined in California Penal Code Sections 1192.7(c) and 1192.8(a), or a successor statute, or (ii) any crime involving fraud (such as, but not limited to, crimes covered by California Penal Code Sections 476, 530.5, 550, and 2945, California Corporations Code 25540), embezzlement (such as, but not limited to, crimes covered by California Penal Code Sections 484 and 503 et seq.), or racketeering (such as, but not limited to, crimes covered by California Penal Code

Section 186 or the Racketeer Influenced and Corrupt Organizations ("RICO") Statute (18 U.S.C. Sections 1961-1968)).

(c) To the maximum extent permitted by applicable law, Implementer shall maintain documentation related to such background and drug screening for all Covered Personnel and make it available to MCE for audit if required pursuant to the audit provisions of this Agreement.

(d) To the extent permitted by applicable law, Implementer shall notify MCE if any of its Covered Personnel is charged with or convicted of a Serious Offense during the term of this Agreement. Implementer shall also immediately prevent that employee, representative, or agent from performing any Services.

5.8. FITNESS FOR DUTY (REQUIRED IF CHECKED ☐). Implementer shall ensure that all Covered Personnel report to work fit for their job. Covered Personnel may not consume alcohol while on duty and/or be under the influence of drugs or controlled substances that impair their ability to perform the Services properly and safely. Implementer shall, and shall cause its Subcontractors to, have policies in place that require their employees, contractors, subcontractors and agents to report to work in a condition that allows them to perform the work safely. For example, employees should not be operating equipment under medication that creates drowsiness.

5.9. QUALITY ASSURANCE PROCEDURES (REQUIRED IF CHECKED ☐). Implementer shall comply with the following requirements (the "Quality Assurance Procedures"): [____]. Additionally, Quality Assurance Procedures must include, but are not limited to: (i) industry standard best practices; (ii) procedures that ensure customer satisfaction; and (iii) any additional written direction from MCE.

5.10. ASSIGNMENT OF PERSONNEL. The Implementer shall not substitute any personnel for those specifically named in its proposal, if applicable, unless personnel with substantially equal or better qualifications and experience are provided, as reasonably acceptable to MCE.

5.11. ACCESS TO CUSTOMER SITES (REQUIRED IF CHECKED ☐). Implementer shall be responsible for obtaining any and all access rights for Implementer Parties, from customers and other third parties to the extent necessary to perform the Services. Implementer shall also procure any and all access rights from Implementer Parties, customers and other third parties in order for MCE and CPUC employees, representatives, agents, designees and contractors to inspect the Services.

6. INSURANCE:

At all times during the Term and the performance of the Services, Implementer shall maintain the insurance coverages set forth below. All such insurance coverage shall be substantiated with a certificate of insurance and must be signed by the insurer or its representative evidencing such insurance to MCE. The general liability policy shall be endorsed naming Marin Clean Energy and its employees, directors, officers, and agents as additional insureds. The certificate(s) of insurance and required endorsement shall be furnished to MCE prior to commencement of Services. Certificate(s) of insurance must be current as of the Effective Date, and shall remain in full force and effect through the Term. If scheduled to lapse prior to termination date, certificate(s) of insurance must be automatically updated before final payment may be made to Implementer. Each certificate of insurance shall provide for thirty (30) days' advance written notice to MCE of any cancellation or reduction in coverage. Insurance coverages shall be payable on a per occurrence basis only, except those required by Section 6.4 which may be provided on a claims-made basis consistent with the criteria noted therein.

Nothing in this Section 6 shall be construed as a limitation on Implementer's indemnification obligations in Section 17 of this Agreement.

Should Implementer fail to provide and maintain the insurance required by this Agreement, in addition to any other available remedies at law or in equity, MCE may suspend payment to the Implementer for any Services provided during any period of time that insurance was not in effect and until such time as the Implementer provides adequate evidence that Implementer has obtained the required insurance coverage.

6.1. GENERAL LIABILITY. The Implementer shall maintain a commercial general liability insurance policy in an amount of no less than one million dollars (\$1,000,000) with a two million dollars (\$2,000,000) aggregate limit. "Marin Clean Energy" shall be named as an additional insured on the commercial general liability policy and the certificate of insurance shall include an additional endorsement page (see sample form: ISO - CG 20 10 11 85).

6.2. AUTO LIABILITY (REQUIRED IF CHECKED ☒). Where the Services to be provided under this Agreement involve or require the use of any type of vehicle by Implementer in order to perform said Services, Implementer shall also provide comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in the amount of one million dollars combined single limit (\$1,000,000).

6.3. WORKERS' COMPENSATION. The Implementer acknowledges that the State of California requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code. If Implementer has employees, it shall comply with this requirement and a copy of the certificate evidencing such insurance or a copy of the Certificate of Consent to Self-Insure shall be provided to MCE prior to commencement of Services.

6.4. PROFESSIONAL LIABILITY INSURANCE (REQUIRED IF CHECKED ☒). Implementer shall maintain professional liability insurance with a policy limit of not less than \$1,000,000 per incident. If the deductible or self-insured retention amount exceeds \$100,000, MCE may ask for evidence that Implementer has segregated amounts in a special insurance reserve fund, or that Implementer's general insurance reserves are adequate to provide the necessary coverage and MCE may conclusively rely thereon. Coverages required by this subsection may be provided on a claims-made basis with a "Retroactive Date" prior to the Effective Date. If the policy is on a claims-made basis, coverage must extend to a minimum of twelve (12) months beyond termination of this Agreement. If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "retroactive date" prior to the Effective Date, Implementer must purchase "extended reporting" coverage for a minimum of twelve (12) months after termination of this Agreement.

6.5. PRIVACY AND CYBERSECURITY LIABILITY (REQUIRED IF CHECKED ☒. Implementer shall maintain privacy and cybersecurity liability (including costs arising from data destruction, hacking or intentional breaches, crisis management activity related to data breaches, and legal claims for security breach, privacy violations, and notification costs) of at least \$1,000,000 US per occurrence.

7. FINANCIAL STATEMENTS:

Implementer shall deliver financial statements as may be reasonably requested by MCE from time to time. Such financial statements or documents shall be for the most recently available audited or reviewed period and prepared in accordance with generally-accepted accounting principles.

8. SUBCONTRACTING:

The Implementer shall not subcontract nor assign any portion of the work required by this Agreement without prior, written approval of MCE, except for any subcontract work expressly identified in each Statement of Work. If Implementer hires a subcontractor under this Agreement (a "Subcontractor"), Subcontractor shall be bound by all applicable terms and conditions of this Agreement, and Implementer shall ensure the following:

- 8.1.** Subcontractor shall comply with the following terms of this Agreement: Sections 9, 10, and each Statement of Work.
- 8.2.** Subcontractor shall provide, maintain and be bound by the representations, warranties and covenants of Implementer contained in Section 5 hereof (as may be modified to be applicable to Subcontractor with respect to Section 5.1(a) hereof) at all times during the Term of such subcontract and its provision of Services.
- 8.3.** Subcontractor shall comply with the terms of Section 6 above, including, but not limited to providing and maintaining insurance coverage(s) identical to what is required of Implementer under this Agreement, and shall name MCE as an additional insured under such policies. Implementer shall collect, maintain, and promptly forward to MCE current evidence of such insurance provided by its Subcontractor. Such evidence of insurance shall be included in the records and is therefore subject to audit as described in Section 9 hereof.
- 8.4.** Subcontractor shall be contractually obligated to indemnify the MCE Parties (as defined in Section 17 hereof) pursuant to the terms and conditions of Section 17 hereof.
- 8.5.** Subcontractor shall not be permitted to further subcontract any obligations under this Agreement.

Implementer shall be solely responsible for ensuring its Subcontractor's compliance with the terms and conditions of this Agreement made applicable above and to collect and maintain all documentation and current evidence of such compliance. Upon request by MCE, Implementer shall promptly forward to MCE evidence of same. Nothing contained in this Agreement or otherwise stated between the Parties shall create any legal or contractual relationship between MCE and any Subcontractor, and no subcontract shall relieve Implementer of any of its duties or obligations under this Agreement. Implementer's obligation to pay its Subcontractor is an independent obligation from MCE's obligation to make payments to Implementer. As a result, MCE shall have no obligation to pay or to enforce the payment of any monies to any Subcontractor.

9. RETENTION OF RECORDS AND AUDIT PROVISION:

Implementer shall keep and maintain on a current basis full and complete records and documentation pertaining to this Agreement and the Services, whether stored electronically or otherwise, including, but not limited to, valuation records, accounting records, documents

supporting all invoices, employees' time sheets, receipts and expenses, and all customer documentation and correspondence (the "Records"). MCE shall have the right, during regular business hours, to review and audit all Records during the Term and for at least five (5) years from the date of the completion or termination of this Agreement. Any review or audit may be conducted on Implementer's premises or, at MCE's option, Implementer shall provide all records within a maximum of fifteen (15) days upon receipt of written request from MCE. Implementer shall refund any monies erroneously charged. Implementer shall have an opportunity to review and respond to or refute any report or summary of audit findings, and shall promptly refund any overpayments made by MCE based on undisputed audit findings.

10. DATA, CONFIDENTIALITY AND INTELLECTUAL PROPERTY:

10.1. DEFINITION OF "MCE DATA". "MCE Data" shall mean all data or information provided by or on behalf of MCE, including but not limited to, customer Personal Information; energy usage data relating to, of, or concerning, provided by or on behalf of any customers; all data or information input, information systems and technology, software, methods, forms, manuals, and designs, transferred, uploaded, migrated, or otherwise sent by or on behalf of MCE to Implementer as MCE may approve of in advance and in writing (in each instance); account numbers, forecasts, and other similar information disclosed to or otherwise made available to Implementer. MCE Data shall also include all data and materials provided by or made available to Implementer by MCE's licensors, including but not limited to, any and all survey responses, feedback, and reports subject to any limitations or restrictions set forth in the agreements between MCE and their licensors.

"Confidential Information" under this Agreement shall have the same meaning as defined in the Marin Clean Energy Non-Disclosure Agreement between the Parties dated **June 27, 2022**.

10.2. DEFINITION OF "PERSONAL INFORMATION". "Personal Information" includes but is not limited to the following: personal and entity names, e-mail addresses, addresses, phone numbers, any other public or privately-issued identification numbers, IP addresses, MAC addresses, and any other digital identifiers associated with entities, geographic locations, users, persons, machines or networks. Implementer shall comply with all applicable federal, state and local laws, rules, and regulations related to the use, collection, storage, and transmission of Personal Information.

10.3. MCE DATA SECURITY MEASURES. Prior to Implementer receiving any MCE Data, Implementer shall comply, and at all times thereafter continue to comply, in compliance with MCE's Data security policies set forth in MCE Policy 009 (available upon request) and MCE's Advanced Metering Infrastructure (AMI) Data Security and Privacy Policy ("Security Measures") and pursuant to MCE's Confidentiality provisions in Section 5 of the Marin Clean Energy Non-Disclosure Agreement between the parties dated **June 27, 2022**, and as set forth in MCE Policy 001 - Confidentiality. MCE's Security Measures and Confidentiality provisions require Implementer to adhere to reasonable administrative, technical, and physical safeguard protocols to protect the MCE's Data from unauthorized handling, access, destruction, use, modification or disclosure.

10.4. IMPLEMENTER DATA SECURITY MEASURES. Additionally, Implementer shall, at its own expense, adopt and continuously implement, maintain and enforce reasonable technical and organizational measures consistent with the sensitivity of Personal Information and Confidential Information including, but not limited to, measures designed to (1) prevent unauthorized access to, and otherwise physically and electronically protect, the Personal Information and Confidential Information, and (2) protect MCE content and MCE Data against unauthorized or unlawful access, disclosure, alteration, loss, or destruction.

10.5. RETURN OF MCE DATA. Promptly after this Agreement terminates, (i) Implementer shall securely destroy all MCE Data in its possession and certify the secure destruction in writing to MCE, and (ii) each Party shall return (or if requested by the disclosing Party, destroy) all other Confidential Information and property of the other (if any), provided that Implementer's attorney shall be permitted to retain a copy of such records or materials solely for legal purposes.

10.6. OWNERSHIP AND USE RIGHTS.

- a) **MCE Data.** Unless otherwise expressly agreed to in writing by the Parties, MCE shall retain all of its rights, title and interest in MCE's Data.
- b) **Intellectual Property.** Unless otherwise expressly agreed to in writing by the Parties, any and all materials, information, or other intellectual property created or developed by Implementer or any Implementer Party resulting from or depending exclusively on MCE Data that Implementer or any Implementer Party obtains ("Intellectual Property") shall be owned by MCE. MCE shall have the exclusive right to use Intellectual Property in its sole discretion and without further compensation to Implementer or to any other party. Implementer shall, at MCE's expense, provide Intellectual Property to MCE or to any party MCE may designate upon written request. Implementer may keep one file reference copy of Intellectual Property prepared for MCE solely for legal purposes and if otherwise agreed to in writing by MCE. In addition, Implementer may keep one copy of Intellectual Property if otherwise agreed to in writing by MCE.
- c) **Intellectual Property shall be owned by MCE upon its creation.** Implementer agrees to execute any such other documents or take other actions as MCE may reasonably request to perfect MCE's ownership in the Intellectual Property.

- d) **Implementer's Pre-Existing Materials.** Implementer shall retain all of its rights, title and interest in any intellectual property rights developed or acquired by Implementer prior to this Agreement in any of the materials furnished, used, created, developed, and prepared in providing the Services pursuant to this Agreement ("Implementer's Pre-Existing Materials"). During the Term, Implementer grants MCE on behalf of its customers and the CPUC for governmental and regulatory purposes an irrevocable, assignable, non-exclusive, fully paid up, worldwide, royalty-free, unrestricted license to use and sublicense others to use, display, prepare, perform, distribute copies of any intellectual or proprietary property right of Implementer or any Implementer Party for the sole purpose of using such intellectual property for the conduct of MCE's business and for disclosure to the CPUC for governmental and regulatory purposes related thereto.
- e) **Portal.** Subject to the terms and conditions of this Agreement, Implementer grants to MCE, during the Term, a nontransferable, nonexclusive, nonsublicensable, worldwide right and license to access and use the Portal solely for its own business purposes. As used herein, "Portal" means Implementer's online administrative software as a service, accessed at a web site or IP address designated by Implementer.

10.7. EQUITABLE RELIEF. Each Party acknowledges that a breach of this Section 10 would cause irreparable harm and significant damages to the other Party, the degree of which may be difficult to ascertain. Accordingly, each Party agrees that MCE shall have the right to obtain immediate equitable relief to enjoin any unauthorized use or disclosure of MCE Data or Personal Information, in addition to any other rights and remedies that it may have at law or otherwise; and Implementer shall have the right to obtain immediate equitable relief to enjoin any unauthorized use or disclosure of Implementer's Pre-Existing Materials, in addition to any other rights and remedies that it may have at law or otherwise.

11. FORCE MAJEURE:

A Party shall be excused for failure to perform its obligations under this Agreement if such obligations are prevented by an event of Force Majeure (as defined below), but only for so long as and to the extent that the Party claiming Force Majeure ("Claiming Party") is actually so prevented from performing and provided that (a) the Claiming Party gives written notice and full particulars of such Force Majeure to the other Party (the "Affected Party") promptly after the occurrence of the event relied on, (b) such notice includes an estimate of the expected duration and probable impact on the performance of the Claiming Party's obligations under this Agreement, (c) the Claiming Party furnishes timely regular reports regarding the status of the Force Majeure, including updates with respect to the data included in Section 10 above during the continuation of the delay in the Claiming Party's performance, (d) the suspension of such obligations sought by Claiming Party is of no greater scope and of no longer duration than is required by the Force Majeure, (e) no obligation or liability of either Party which became due or arose before the occurrence of the event causing the suspension of performance shall be excused as a result of the Force Majeure; (f) the Claiming Party shall exercise commercially reasonable efforts to mitigate or limit the interference, impairment and losses to the Affected Party; (g) when the Claiming Party is able to resume performance of the affected obligations under this Agreement, the Claiming Party shall give the Affected Party written notice to that effect and promptly shall resume performance under this Agreement. "Force Majeure" shall mean acts of God such as floods, earthquakes, fires, orders or decrees by a governmental authority, civil or military disturbances, wars, riots, terrorism or threats of terrorism, utility power shutoffs, strikes, labor disputes, pandemic, or other forces over which the responsible Party has no control and which are not caused by an act or omission of such Party.

12. TERMINATION:

- 12.1.** If either Party fails to comply with the terms of this Agreement, violates any Applicable Law, makes an assignment of any general arrangement for the benefit of creditors, files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause under any bankruptcy or similar law for the protection of creditors, or has such petition filed against it, otherwise becomes bankrupt or insolvent (however evidenced), or becomes unable to pay its debts as they fall due, then the other Party may terminate this Agreement by giving five (5) business days' written notice to the breaching Party.
- 12.2.** Either Party hereto may terminate this Agreement for any reason by giving one hundred twenty (120) calendar days' written notice to the other Party. Notice of termination shall be by written notice to the other Party and be sent by registered mail or by email to the email address listed in Section 19.
- 12.3.** In the event of termination not the fault of Implementer, Implementer (a) shall be paid for Services performed up to the date of termination (the "Termination Date") in accordance with the terms of this Agreement and (b) may continue to market and sell the LCFS Credits generated under the Agreement prior to the Termination Date (the "Existing LCFS Credits"), and be paid in connection with the sale of the Existing LCFS Credits under the terms of this Agreement, until the one year anniversary of the Termination Date. For the avoidance of doubt, after the one year anniversary of the Termination Date, Implementer shall have no rights of payment or otherwise in connection with any unsold Existing LCFS Credits, and all rights with respect to any unsold Existing LCFS Credits shall revert to MCE. Notwithstanding anything contained in this Section 12, in no event shall MCE be liable for lost or anticipated profits or overhead on uncompleted portions of the Agreement. Implementer shall not enter into any agreement, commitments or subcontracts that would incur significant cancellation or termination costs without prior written approval of MCE, and such written approval shall be a condition precedent to the payment of any cancellation or termination charges by MCE under this Section 12.
- 12.4.** MCE may terminate this Agreement if funding for this Agreement is reduced or eliminated by a third-party funding source.

- 12.5. Without limiting the foregoing, if either Party's activities hereunder become subject to law or regulation of any kind, which renders the activity illegal, unenforceable, or which imposes additional costs on such Party for which the parties cannot mutually agree upon an acceptable price modification, then such Party shall at such time have the right to terminate this Agreement upon written notice to the other Party with respect to the illegal, unenforceable, or uneconomic provisions only, and the remaining provisions will remain in full force and effect.
- 12.6. Upon termination of this Agreement for any reason, Implementer shall and shall cause each Implementer Party to bring the Services to an orderly conclusion as directed by MCE and shall return all MCE Data (as defined in Section 10.1 above) to MCE.
- 12.7. Notwithstanding the foregoing, this Agreement shall be subject to changes, modifications, or termination by order or directive of the California Public Utilities Commission ("CPUC"). The CPUC may from time to time issue an order or directive relating to or affecting any aspect of this Agreement, in which case MCE shall have the right to change, modify or terminate this Agreement in any manner to be consistent with such order or directive.
- 12.8. Notwithstanding any provision herein to the contrary, Sections 2, 3, 8.4, 9, 10, 12, 15, 16, 17, 18, 19, 20, 21, 22 and 24 of this Agreement shall survive the termination or expiration of this Agreement. Exhibit B of this Agreement shall survive termination or expiration of this Agreement only to the extent necessary in connection with the first sentence of Section 12.3 hereof.

13. ASSIGNMENT:

The rights, responsibilities, and duties under this Agreement are personal to each Party, respectively, and may not be transferred or assigned without the express prior written consent of the other Party.

14. AMENDMENT; NO WAIVER:

This Agreement may be amended or modified only by written agreement of the Parties. Failure of either Party to enforce any provision or provisions of this Agreement will not waive any enforcement of any continuing breach of the same provision or provisions or any breach of any provision or provisions of this Agreement.

15. DISPUTES:

Either Party may give the other Party written notice of any dispute which has not been resolved at a working level. Any dispute that cannot be resolved between Implementer's contract representative and MCE's contract representative by good faith negotiation efforts shall be referred to Legal Counsel of MCE and an officer of Implementer for resolution. Within 20 calendar days after delivery of such notice, such persons shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary to exchange information and to attempt to resolve the dispute. If MCE and Implementer cannot reach an agreement within a reasonable period of time (but in no event more than 30 calendar days), MCE and Implementer shall have the right to pursue all rights and remedies that may be available at law or in equity. All negotiations and any mediation agreed to by the Parties are confidential and shall be treated as compromise and settlement negotiations, to which Section 1119 of the California Evidence Code shall apply, and Section 1119 is incorporated herein by reference.

16. JURISDICTION AND VENUE:

This Agreement shall be construed in accordance with the laws of the State of California and the Parties hereto agree that venue shall be in Marin County, California.

17. INDEMNIFICATION:

To the fullest extent permitted by Applicable Law, Implementer shall indemnify, defend, and hold MCE and its employees, officers, directors, representatives, and agents ("MCE Parties"), harmless from and against any and all actions, claims, liabilities, losses, costs, damages, and expenses (including, but not limited to, litigation costs, attorney's fees and costs, physical damage to or loss of tangible property, and injury or death of any person) arising out of, resulting from, or caused by: a) the negligence, recklessness, intentional misconduct, fraud of all Implementer Parties; b) the failure of an Implementer Party to comply with the provisions of this Agreement or Applicable Law; or c) any defect in design, workmanship, or materials carried out or employed by any Implementer Party.

18. NO RECOURSE AGAINST CONSTITUENT MEMBERS OF MCE:

MCE is organized as a Joint Powers Authority in accordance with the Joint Exercise of Powers Act of the State of California (Government Code Section 6500, et seq.). Pursuant to MCE's Joint Powers Agreement, MCE is a public entity separate from its constituent members. MCE shall solely be responsible for all debts, obligations, and liabilities accruing and arising out of this Agreement. No Implementer Party shall have rights and nor shall any Implementer Party make any claims, take any actions, or assert any remedies against any of MCE's constituent members in connection with this Agreement.

19. INVOICES; NOTICES:

This Agreement shall be managed and administered on MCE's behalf by the Contract Manager named below. All invoices shall be submitted by email to:

Email Address:	invoices@mcecleanenergy.org
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All other notices shall be given to MCE at the following location:

Contract Manager:	Troy Nordquist
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MCE Address:	1125 Tamalpais Avenue
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	San Rafael, CA 94901
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Email Address:	contracts@mcecleanenergy.org
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Telephone No.:	(925) 378-6767
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Notices shall be given to Implementer at the following address:

Implementer:	Anew EV, LLC
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Attn:	Contract Administrator; and Gia Chincilla
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Address:	3200 Southwest Freeway, Suite 1310
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	Houston, TX 77027
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Email Address:	contractadmin@anewclimate.com gchinchila@anewclimate.com
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Telephone No.:	760.797.7559
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20. ENTIRE AGREEMENT; ACKNOWLEDGMENT OF EXHIBITS:

This Agreement along with the attached Exhibits marked below constitutes the entire Agreement between the Parties. In the event of a conflict between the terms of this Agreement and the terms in any of the following Exhibits, the terms in this Agreement shall govern.

	<input checked="" type="checkbox"/>	<u>Check applicable Exhibits</u>	<u>IMPLEMENTER'S INITIALS</u>	<u>MCE'S INITIALS</u>
<u>EXHIBIT A.</u>	<input checked="" type="checkbox"/>	Form of Statement of Work		
<u>EXHIBIT B.</u>	<input checked="" type="checkbox"/>	Fees and Payment Schedule		
<u>SCHEDULE A.1</u>	<input checked="" type="checkbox"/>	Statement of Work for LCFS Credit Management; and Appendix A - Form of Quarterly LCFS Fuel Usage and Fuel Reporting Transfer Compliance Certificate		

21. SEVERABILITY:

Should any provision of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, such invalidity will not invalidate the whole of this Agreement, but rather, the remainder of the Agreement which can be given effect without the invalid provision, will continue in full force and effect and will in no way be impaired or invalidated.

22. INDEPENDENT CONTRACTOR:

Implementer is an independent contractor to MCE hereunder. Nothing in this Agreement shall establish any relationship of partnership, joint venture, employment or franchise between MCE and any Implementer Party. Neither MCE nor any Implementer Party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent, except as otherwise expressly provided for herein.

23. TIME:

Time is of the essence in this Agreement and each and all of its provisions.

24. THIRD PARTY BENEFICIARIES:

The Parties agree that there are no third-party beneficiaries to this Agreement either express or implied.

25. FURTHER ACTIONS:

The Parties agree to take all such further actions and to execute such additional documents as may be reasonably necessary to effectuate the purposes of this Agreement.

26. PREPARATION OF AGREEMENT:

This Agreement was prepared jointly by the Parties, each Party having had access to advice of its own counsel, and not by either Party to the exclusion of the other Party, and this Agreement shall not be construed against either Party as a result of the manner in which this Agreement was prepared, negotiated or executed.

27. DIVERSITY SURVEY:

Pursuant to Senate Bill 255 which amends Section 366.2 of the California Public Utilities Code, MCE is required to submit to the California Public Utilities Commission an annual report regarding its procurement from women-owned, minority-owned, disabled veteran-owned and LGBT-owned business enterprises ("WMDVLGBTBE"). Consistent with these requirements, Implementer agrees to provide information to MCE regarding Implementer's status as a WMDVLGBTBE and any engagement of WMDVLGBTBEs in its provision of Services under this Agreement. Concurrently with the execution of this Agreement, Implementer agrees to complete and deliver MCE's Supplier Diversity Survey, found at the following link: <https://forms.gle/DUBkcdFCskb7NNcA8> (the "Diversity Survey"). Because MCE is required to submit annual reports and/or because the Diversity Survey may be updated or revised during the term of this Agreement, Implementer agrees to complete and deliver the Diversity Survey, an updated or revised version of the Diversity Survey or a similar survey at the reasonable request of MCE and to otherwise reasonably cooperate with MCE to provide the information described above. Implementer shall provide all such information in the timeframe reasonably requested by MCE.

28. COUNTERPARTS:

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

APPROVED BY

Marin Clean Energy:

IMPLEMENTER:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

By: _____

Chairperson

Date: _____

MODIFICATIONS TO STANDARD SHORT FORM MASTER SERVICES AGREEMENT

☒ **Standard Short Form Master Services Agreement Content Has Been Modified**

List sections affected: Sections 2 (modified), 3 (modified), 5.10 (modified), 7 (modified), 10.6(b) (modified), 10.6(d) (modified), 10.6(e) (added), 12.1 (modified), 12.2 (modified), 12.3 (modified), 12.6 (modified), 12.8 (modified), and 13 (modified)

Approved by MCE Counsel: _____

Date: _____

**EXHIBIT A
FORM OF STATEMENT OF WORK**

Statement of Work – Schedule A.[#]

This Schedule A.___ is entered into on **[Date]** pursuant to the Master Services Agreement between MARIN CLEAN ENERGY, hereinafter referred to as "MCE", and ANEW EV, LLC, hereinafter referred to as "Implementer", dated **July 13, 2022** ("Agreement").

Implementer shall provide the following Services under the Agreement as requested and directed by MCE staff, up to the maximum time/fees allowed under this Agreement:

[List scope of services]

Billing:

Implementer shall remit payment according to the rate schedule listed in Exhibit B of the Agreement.

Term of Statement of Work:

This Statement of Work shall commence on **DATE** and shall terminate on **DATE**.

IN WITNESS WHEREOF, the parties have executed this Statement of Work – Schedule A.[#] on the date first above written.

APPROVED BY

Marin Clean Energy:

IMPLEMENTER:

By: _____

By: _____

Name: _____

Name: _____

Date: _____

Date: _____

By: _____

Chairperson

Date: _____

EXHIBIT B
FEES AND PAYMENT SCHEDULE

For Services provided under this Agreement, Implementer shall be entitled to retain a percentage of LCFS Credit sale proceeds as set forth below:

Within fifteen (15) days of Implementer's receipt of proceeds from the sale of LCFS Credits, Implementer will remit payment to MCE based on MCE Percentage of Net LCFS Revenue. MCE Percentage means, with respect to Grid CI LCFS Revenue, 90%, and with respect to Zero CI LCFS Revenue, 90%, of Net LCFS revenue.

Statement of Work - Schedule A.1
Statement of Work for LCFS Credit Management

This Schedule A.1 is entered into on **July 13, 2022** pursuant to the Master Services Agreement between MARIN CLEAN ENERGY, hereinafter referred to as "MCE", and ANEW EV, LLC, hereinafter referred to as "Implementer", dated **July 13, 2022** (the "Agreement").

Implementer shall provide the following Services under the Agreement as requested and directed by MCE Customer Programs staff, up to the maximum time/fees allowed under this Agreement:

Definitions

Certain capitalized terms used in the Agreement are defined as follows:

Affiliate means, with respect to a Party, any other person (other than an individual) that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, such Party; provided that, with respect to Implementer, "Affiliate" means Anew EV, LLC and any entity controlled by Anew EV, LLC, whether directly or through one or more intermediaries. For this purpose, "control" means (a) the direct or indirect ownership of more than fifty percent (50%) of the outstanding capital stock or other ownership interests having ordinary voting power or (b) possession, directly or indirectly, of the power to direct day-to-day management decisions.

CARB means California Air Resources Board

CI means "carbon intensity" as such term is defined in an LCFS.

Direct Expenses means (i) REC procurement costs incurred by Implementer in the performance of its obligations under this Agreement, and (ii) the sum of the actual, direct, third-party costs incurred by Implementer to generate, verify, validate, register, market and sell LCFS Credits.

Fleet means all Qualifying Vehicles during the Generation Period, regardless of whether the Qualifying Vehicles fueled are owned or operated by or on behalf of MCE. For the avoidance of doubt, Fleet also includes electric charging and hydrogen dispensing infrastructure (this infrastructure may be referred to as fueling supply equipment under an LCFS).

Fuel Pathways means, for a particular finished fuel, the collective set of processes, operations, parameters, conditions, locations, and technologies throughout all stages that CARB considers appropriate to account for in the system boundary of a complete well-to-wheel analysis of that fuel's life cycle greenhouse gas emissions.

FSE means fuel-supplying equipment.

Generation Period means the period during which Vehicle Fuel to which the Services apply is dispensed, which, for the purposes of this Agreement, begins on the first quarter of LCFS Credit generation allowed by the Program Administrator following the first application for LCFS Credit generation under this Agreement with respect to any portion of MCE's Fleet and continues through and including 12 quarters of LCFS Credit generation.

Grid CI means a CI score equal to the average grid electricity used as a Vehicle Fuel in an eligible jurisdiction, as published in such eligible jurisdiction's LCFS.

Grid CI LCFS Revenue means the gross revenue actually received by Implementer from the sale of LCFS Credits generated using Grid CI electricity in a given Generation Period.

LCFS Credits means credits generated and traded under an LCFS representing one metric tonne of carbon dioxide reductions as compared to the baseline carbon dioxide emissions under an LCFS and includes, without limitation, credits generated from Grid CI and Zero CI electricity.

LCFS, an abbreviation of low carbon fuel standard, means the regulations, orders, decrees and standards of an eligible jurisdiction that constitute a low carbon fuel standard program in such eligible jurisdiction.

MCE Percentage means, with respect to Grid CI LCFS Revenue, 90%, and with respect to Zero CI LCFS Revenue, 90%, of Net LCFS revenue.

Net LCFS Revenue means Total LCFS Revenue less Direct Expenses.

Program Administrator means the authority responsible for implementing and administering an LCFS.

Program means the MCE LCFS Program.

Qualifying Vehicle means an on-road or off-road electric vehicle, hydrogen fueling and robot/automated guided vehicle or other equipment in the Fleet that is eligible to generate LCFS Credits and is participating in the Program.

REC, an abbreviation of "renewable energy credit", has the meaning given that term in an eligible jurisdiction's renewable portfolio standard.

Reporting Entity means the Party that has the exclusive rights and responsibilities to (a) report greenhouse gas reductions to the Program Administrator, and (b) generate LCFS Credits.

Services is defined in the initial recital to this Agreement and in Section 1 of this Statement of Work, below.

Total LCFS Revenue means the sum of Grid CI LCFS Revenue and Zero CI LCFS Revenue.

Vehicle Fuel means the amount of hydrogen or electricity converted into transportation vehicle fuel via hydrogen dispensing or battery charging used as transportation vehicle fuel for Qualifying Vehicles.

Zero CI means a CI score greater than or equal to zero and less than Grid CI under a LCFS that is derived from the use of a REC.

Zero CI LCFS Revenue means the gross revenue actually received by Implementer from the sale of LCFS Credits generated using Zero CI electricity in a given Generation Period.

1. Services. Subject to MCE's performance of its obligations under Section 3 of this Statement of Work, below, Implementer shall perform the following Services:

(a) Administrative and Project Management

- i. Kickoff Meeting: Participation in a kickoff meeting with MCE to review objectives, budget, timeline, and administrative processes and contract at a mutually determined time, to be scheduled within 10 business days of contract execution. The kickoff will include a detailed workplan prepared by the Implementer.
- ii. Monthly Progress Report and Call: Provide monthly status updates verbally during monthly project meetings, which shall occur within the first 15 business days of each month, which will continue only during the performance of the Services. Implementer will provide monthly meeting agendas ahead of time or at the start of the meeting, which will include an overall project update as well as any particular discussion points pertaining to active services .

(b) Strategic Consulting

In order to provide the Services to support MCE's Program development and identify LCFS credit generation opportunities across MCE's portfolio of transportation electrification ("TE") programs, Implementer will:

- i. Advise MCE, in its role as Load Serving Entity ("LSE"), by identifying new opportunities in the LCFS regulation, on LCFS program participation strategies, including registration of additional Fuel Pathways and opportunities for credit generation from existing and future residential, nonresidential, and off-road TE pilots and programs. Upon request of MCE, provide comparison of approaches to Fuel Pathways, including costs and benefits of each approach from MCE's perspective, and customer benefits and impacts from each approach.
- ii. Advise and assist MCE in certification process for future Fuel Pathways.
- iii. Estimate MCE's annual revenue from credit sales and based on customer enrollment and electric vehicle adoption, including changes in LCFS credit prices and anticipated changes in LCFS regulations.,
- iv. Prepare an annual forecast of LCFS credit generation and LCFS revenue through the end date of the Term. The annual forecast will be provided to MCE by January 31st of each year. If January 31st falls on a weekend, the forecast will be provided by the following business day.

(c) Program Implementation Support

Implementer will work with MCE to integrate LCFS credit generation and credit management into TE pilots and programs and other MCE initiatives that will generate LCFS credits by:

- i. Developing program standard operating procedures and reporting templates, tools, and processes as needed to support delivery of Services.
- ii. Advising MCE, as needed, on options for collecting LCFS credits from TE programs, including metered data from telematics and metered data from residential, non-residential, and off-road EV charging stations. Implementer will work with MCE and CARB staff as necessary to explore other data collection opportunities.
- iii. Providing copies of Implementer's Pre-Existing Materials, including fact sheets, training materials, presentations, and FAQ's to support MCE's or it's agent's customer engagement on the Program and development of marketing collateral by MCE or its agent
- iv. Consulting with MCE or its agent on development of Marketing, Education, and Outreach collateral.

(d) LCFS Services Delivery

Implementer will provide the following services to generate and broker LCFS credits:

- i. Register the FSE as required using a CARB approved upload template or tools;
- ii. Collect data for reporting on eligible fueling from MCE, Program participants, and any relevant parties and calculate credits generated based on current CARB LCFS formulas as defined in the LCFS Regulation or Guidance;
- iii. As needed, support regulatory filings such as the annual funds usage report(s);

(e) Improve CI Score

- i. To the extent permitted by a Program Administrator and subject to the requirements of an LCFS, match electric load (via RECs or another matching procedure approved by a Program Administrator) from the Zero CI electricity generation resource(s) of MCE to MCE's load for Vehicle Fuel to improve the CI score of Vehicle Fuel used to generate LCFS Credits hereunder;

(f) Prepare and Submit LCFS Information

- i. Prepare and submit any information, applications or other materials required under an LCFS for Implementer to generate LCFS Credits with respect to the Vehicle Fuel, correspond with the Program Administrator as necessary regarding such materials and use commercially reasonable efforts to facilitate approval of such materials, as required;

(g) Credit Generation

- i. Generate LCFS Credits associated with the Vehicle Fuel;

(h) Credit Verification

- i. Cause LCFS Credits generated hereunder to be verified as required under an LCFS;

(i) Maintain Records

- i. Maintain all records generated in connection with the LCFS Credits attributable to the Generation Period or otherwise provided to Implementer by MCE in connection with Implementer's obligations under this Agreement;

(j) LCFS Credit Sales

- i. Market and use commercially reasonable efforts to sell the LCFS Credits generated hereunder; and

(k) LCFS Revenue Remittance

- i. Following any sale of LCFS Credits generated hereunder, remit the MCE Percentage of Net LCFS Revenue to MCE.

2. Assignment of Rights; Covenants.

(a) For all Residential or Non-residential EV charging registered by Implementer in the Program, or where Implementer is designated as the reporting entity, MCE hereby irrevocably assigns and transfers to Implementer all of MCE's right, title and interest in and to any and all environmental attributes, credits or benefits of any kind associated with or arising out of the purchase and use of Vehicle Fuel necessary to generate LCFS Credits, including, without limitation, greenhouse gas emission reduction recognition in any form, verified emission reductions, voluntary emission reductions, offsets, allowances, credits, avoided compliance costs, emission rights and authorizations under any law or regulation, or any emission reduction registry, trading system, or reporting or reduction program for greenhouse gas emissions that is established, certified, maintained, or recognized by any international, governmental, or nongovernmental authority.

(b) MCE will not generate any LCFS Credits or other credits associated with the Vehicle Fuel for Qualifying Vehicles and will timely provide to Implementer all necessary data and documentation relevant to LCFS reporting, registration, verification, validation, program compliance and recordkeeping.

(c) Implementer has all rights and accepts all responsibilities as the Reporting Entity and LCFS Credit generator with respect to the Fleet under an LCFS.

(d) Following the termination of this Agreement, Implementer shall designate MCE or its agent as the Reporting Entity for all Residential or Non-residential EV charging in the Program.

3. MCE Covenants. MCE shall, and shall cause any of its representatives or agents to, as applicable:

(a) To the extent that RECs attributable to the Zero CI electricity generation resource(s) of MCE are generated, transfer all such RECs to Implementer within 2 months of the end of the quarter in which credits are generated;

(b) Cooperate with any reasonable requests of Implementer or its agents for assistance and provide any documentation or other data reasonably requested by Implementer or its agents that is necessary in connection with (i) the performance of Implementer's obligations hereunder, including with respect to registration, generation, tracking, reporting, validation, and verification of, and continued eligibility of the Fleet to generate, LCFS Credits under an LCFS, (ii) Implementer's internal compliance program, and (iii) any compliance program or diligence review of the LCFS Credits generated hereunder;

(c) (i) Use commercially reasonable efforts to provide Implementer all of the information reasonably necessary for LCFS reporting pursuant to California Code of Regulations sections 95483.2(b)(8), 95491 and 95491.1 ("LCFS Quarterly Reporting Information") within fifteen days after requested by Implementer following each LCFS reporting quarter; and (ii) in connection therewith, deliver to Implementer a Compliance Certificate in the form attached as Appendix A hereto;

(d) Maintain all reasonably necessary data and records associated with the Vehicle Fuel and its use by the Fleet and any other data, information or records identified by Implementer as required under an LCFS for the duration required by the Program Administrator.

4. Independent Contractor; Other Activities. MCE and Implementer understand that, except as otherwise expressly stated herein, MCE and Implementer are not acting as an agent, partner, joint venture, or fiduciary of the other in its performances of the Agreement, and neither Implementer nor MCE have any separate implied obligations or duties, fiduciary or otherwise. Notwithstanding any other provision in this Agreement to the contrary, nothing in this Agreement shall preclude Implementer from marketing products or providing Services of a like nature to third parties in any market. MCE acknowledges and agrees that Implementer's activities related to such products and or it provision of such Services may be on terms different than those offered to MCE under this Agreement.

5. Marketing. Implementer is the exclusive marketer of any and all LCFS Credits generated with respect to the Fleet from Vehicle Fuel dispensed during the Generation Period. The price at which the LCFS Credits are sold and the timing of generation and sale of LCFS Credits will be determined in Implementer's sole discretion.

6. Invoicing and Payment. Within ten (10) business days after Implementer's receipt of proceeds from the sale of LCFS Credits (the "**Statement Due Date**") during the Generation Period, Implementer will provide MCE with a statement (the "**LCFS Statement**") detailing for such reporting period: (a) the number of LCFS Credits generated from the Vehicle Fuel dispensed to the Fleet, (b) the gross revenue actually received by Implementer from the sale of LCFS Credits, (c) documentation of any Direct Expenses, (d) Net LCFS Revenue, and (e) the calculation of the MCE Percentage of Net LCFS Revenue due to MCE. If Direct Expenses incurred by Implementer in any reporting period exceed the gross revenue actually received by Implementer from the sale of LCFS Credits during such reporting period, the amount of Direct Expenses exceeding such gross revenue, may be carried over and applied by Implementer to one or more subsequent reporting periods until applied in full. Within 15 days of the Statement Due Date, Implementer will pay MCE's Percentage of Net LCFS Revenue to MCE. Any LCFS Credits left unsold as of the Statement Due Date will be held by Implementer and remittance of the MCE Percentage of Net LCFS Revenue to MCE will be made in a subsequent reporting period after such LCFS Credits are sold.

7. Grant of Limited Agency. Effective only upon a change in applicable law or regulation that requires MCE to be the generator of LCFS Credits or upon MCE's receipt of notification of Implementer's election to serve as agent, as applicable, MCE hereby appoints Implementer as its agent for the limited purpose of providing and executing the Services (as required thereby) solely and directly for the establishment, maintenance or management of any accounts, systems or programs held in the name of MCE that are required to perform the Services, including, without limitation, any activities to be completed via California Public Utility Commission ("**CPUC**"), California Energy Commission ("**CEC**"), CARB or Western Energy Coordinating Council ("**WECC**"), DEQ, or Oregon Environmental Quality Commission ("**EQC**") systems, including but not limited to, the LCFS Reporting Tool ("**LRT**"), the LRT-Credit Bank and Transfer System ("**LRT-CBTS**"), the Alternative Fuel Portal ("**AFP**"), WECC's Western Renewable Energy Generation Information Systems ("**WREGIS**") and the CFP Online System (such accounts, systems and programs collectively referred to herein as the "**Environmental Accounts**"), as further described in the immediately succeeding sentence, and Implementer hereby accepts such appointment. This appointment and grant of limited agency shall be a grant of actual authority for Implementer to act on behalf of MCE solely as it pertains to the Environmental Accounts, including (i) interacting with the CPUC, CEC, CARB, WECC, DEQ, EQC or other relevant governmental, quasi-governmental or other authorities, agencies or bodies of competent jurisdiction (the "**Authorities**") on behalf of MCE in connection with the Environmental Accounts; (ii) filing quarterly and/or annual reports, attestations, audits, and any other documents required or requested by such Authorities on behalf of MCE in connection with the Environmental Accounts; (iii) maintaining or creating the Environmental Accounts; and (iv) interacting with third parties regarding the Environmental Accounts to the extent required to perform the Services. MCE shall be bound by the actions of Implementer to the extent taken pursuant to such appointment and grant of limited agency. In no way should MCE consider the creation or maintenance of the Environmental Accounts, or any other activities undertaken by Implementer with respect to the Environmental Accounts, to be a guarantee or warranty that the Authorities will approve such Environmental Accounts or transfer or issue RECs, LCFS Credits or any other credits, as applicable.

8. Publicity. Subject to MCE's prior written approval, Implementer may make public statements about the Services performed under this Statement of Work. Implementer shall provide MCE at least 5 business days prior notice to review and comment on any such proposed statement.

Appendix A to the Statement of Work for LCFS Credit Management

Form of Quarterly LCFS Fuel Usage and Fuel Reporting Transfer Compliance Certificate

_____, 202_

Pursuant to Section 3(c) of the Statement of Work of the Master Services Agreement, dated as of July 13, 2022 (the "Agreement"), by and between Marin Clean Energy ("MCE") and Anew EV, LLC, a Delaware limited liability company ("Implementer"), the undersigned certifies on behalf of MCE as follows:

1. All LCFS Quarterly Reporting Information furnished by or on behalf of MCE on the date hereof is, when taken as a whole, true and correct in all material respects.

2. All LCFS Quarterly Reporting Information is provided as of the date hereof and MCE undertakes no duty to update the information except as required by law.

Capitalized terms used but not defined herein have the meanings ascribed to them in the Agreement.

The undersigned signs this Compliance Certificate as of the date first written above.

MARIN CLEAN ENERGY

By: _____

Printed Name:

Title:

Billing:

Implementer shall remit payment according to the rate schedule listed in Exhibit B of the Agreement.

Term of Statement of Work:

This Statement of Work shall commence on **July 13, 2022** and shall terminate on **July 13, 2025**.

IN WITNESS WHEREOF, the parties have executed this Statement of Work – Schedule A.1 on the date first above written.

APPROVED BY

Marin Clean Energy:

IMPLEMENTER:

By: _____

By: _____

Name: _____

Name: _____

Date: _____

Date: _____

By: _____

Chairperson

Date: _____