

**LCFS CREDIT  
PURCHASE AND SALE AGREEMENT (“Agreement”)**

<b>Seller:</b>	Los Angeles County Sanitation Districts, a California public County Sanitation district (“Seller”)	Address: 1955 Workman Mill Rd Whittier, CA 90601
<b>Seller Contact:</b>	Contact Name: Mark McDannel	Contact Telephone Number: 562-908-4288 ext 2442 Contact E-mail: mmcdannel@lacsds.org
<b>Buyer:</b>	Anew EV, LLC, a Delaware limited liability company (“Buyer”)	Address: 3200 Southwest Freeway, Suite 1310 Houston, TX 77027
<b>Buyer Contact:</b>	Contact Name: Contract Administrator	Contact Telephone Number: 281-207-7200 Contact E-mail: contractadmin@anewclimate.com
<b>Transaction Description:</b>	Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, certain LCFS Credits (as defined below) generated by the LA County Sanitation Districts located in various locations (the “Project”) in accordance with the terms of this Agreement.	
<b>Product:</b>	California Low Carbon Fuel Standard credits (“LCFS Credits”) that are generated by the Project and registered with the LCFS Reporting Tool and Credit Bank & Transfer System (“LRT-CBTS”).	
<b>Quantity:</b>	Seller shall sell to Buyer, and Buyer shall purchase from Seller, 561 LCFS Credits previously generated and in Seller’s LRT-CBTS account as of the Execution Date (the “Existing Credits”).	
<b>Price:</b>	\$90 (the “Unit Price”).	
<b>Delivery:</b>	Seller shall transfer the Existing Credits to Buyer’s LRT-CBTS account on the first Transfer Date following the Execution Date, where “Transfer Date” means January 2 <sup>nd</sup> , April 1 <sup>st</sup> , July 1 <sup>st</sup> , or October 1 <sup>st</sup> or, if such date is not a Business Day, the Business Day immediately following such date. “Business Day” means any day except Saturday, Sunday, any day that is a federal legal holiday in the United States, and any day on which banking institutions in a party’s principal place of business are authorized or required by law or other governmental action to close.	
<b>Payment:</b>	<p>Buyer agrees to pay Seller the Unit Price for each LCFS Credit Seller transfers to Buyer (the “Purchase Price”).</p> <p>Seller shall invoice Buyer for payment of the Purchase Price upon each transfer of LCFS Credits. Buyer shall remit the Purchase Price on the later of (i) the date that is 10 Business Days after receipt of LCFS Credits, and (ii) five Business Days following receipt of Seller’s invoice.</p> <p>All funds to be paid to Seller shall be rendered in the form of immediately available funds (U.S. Dollars) by wire transfer or in such other form as agreed to by the parties. If Buyer fails to remit any amount payable by it when due, interest on such unpaid portion shall accrue at a rate equal to the prime interest rate in effect at the time as published in <i>The Wall Street Journal</i> plus two percent (2%) from the date payment is due to the date of payment.</p> <p>Seller’s Banking Instruction – to be provided by Seller:</p> <p style="padding-left: 40px;">Bank: Account Name: ABA Routing No.: Account No.:</p>	
<b>Additional Terms and Conditions:</b>	<p><u>Taxes.</u> Seller shall be responsible for all taxes applicable to the LCFS Credits for all periods prior to transfer of title of the LCFS Credits to Buyer. Buyer shall be responsible for all taxes applicable to the LCFS Credits for all periods from and after transfer of title of the LCFS Credits from Seller. In no event shall either party be responsible for any income taxes of the other party.</p> <p><u>Mutual Representations and Warranties.</u> Each party represents and warrants to the other party as of the date of this Agreement, and as of the date of each delivery of LCFS Credits hereunder that (i) it has, and at all times during the term of this Agreement will have, all necessary power and authority to execute, deliver, and perform its obligations under this Agreement; (ii) the execution, delivery, and performance of this Agreement has been duly authorized by all necessary action and does not violate any of the terms or conditions of its governing documents, or any contract to which it is a party, or any law or other legal or regulatory determination applicable to it; and (iii) there is no pending or (to its knowledge) threatened litigation, arbitration, or administrative proceeding that materially adversely affects its ability to perform its obligations under this Agreement.</p> <p><u>Representations and Warranties of Seller.</u> Seller represents and warrants to Buyer that, with respect to the LCFS Credits delivered to Buyer hereunder: (i) it has not sold, transferred, or otherwise disposed of any LCFS Credits sold</p>	

hereunder except as provided herein; (ii) each LCFS Credit sold hereunder meets the specifications set forth in this Agreement; (iii) Seller has good and marketable title to the LCFS Credits; and (iv) all right, title and interest in and to the LCFS Credits are free and clear of any liens, taxes, claims, security interests, or other encumbrances, and upon receipt of the LCFS Credits by Buyer, Buyer shall have all right, title, and interest in and to such LCFS Credits.

SELLER EXPRESSLY NEGATES ANY OTHER REPRESENTATION OR WARRANTY, WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY REPRESENTATION OR WARRANTY WITH RESPECT TO MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE.

Event of Default. For purposes of this Agreement, a party shall be in default (each of the following, an “Event of Default”): (i) if that party fails to make, when due, any payment required pursuant to this Agreement if such failure is not remedied within five (5) Business Days of written notice from the other party; (ii) if that party materially breaches any or all of its covenants or obligations under this Agreement and such breach is not cured within five (5) Business Days of written notice of such breach from the other party; (iii) if any representation or warranty made by a party pursuant to this Agreement proves to have been misleading or false in any material respect when made; (iv) if a Party makes an assignment or any general arrangement for the benefit of its creditors; files a petition or otherwise commences, authorizes or acquiesces in the commencement of a case, proceeding or cause under Title 11 of the United States Code or any insolvency or similar law for the protection of creditors; has such a petition filed against it; or otherwise becomes bankrupt or insolvent (however evidenced); (v) if a liquidator, receiver, trustee, conservator or similar official is appointed with respect to a party or any substantial proportion of its property or assets; (vi) if that party is generally unable, or admits in writing of its general inability, to pay its debts as they fall due; or (vii) if that party repudiates any obligation under this Agreement.

Remedies upon Default. If an Event of Default occurs on the part of either party and is continuing, the non-defaulting party may exercise any or all of the following remedies: (i) upon two (2) Business Days’ written notice to the defaulting party, terminate this Agreement and liquidate all forward positions directly related thereto (calculating damages for such terminated forward positions, if any, based on the then-applicable market price for such positions as determined by the non-defaulting party in a commercially reasonable manner), (ii) withhold any payments and performance due in respect of this Agreement, and (iii) exercise such other remedies available at law or in equity.

Failure to Deliver/Receive. Notwithstanding anything in this Agreement to the contrary, the remedies set forth in this section are the exclusive monetary remedies of the performing party for the other party’s failure to (i) take delivery of all or any portion of the quantity of LCFS Credits specified herein or (ii) deliver all or any portion of the quantity of LCFS Credits specified herein, as applicable.

If Buyer fails to take delivery of all or any portion of the quantity of LCFS Credits specified herein and such failure is not excused under the terms of this Agreement, Buyer shall pay Seller, within five (5) Business Days of invoice receipt, an amount equal to the sum of (i) the Unit Price multiplied by the quantity for any LCFS Credits delivered to Buyer for which Seller has not been paid; plus (ii) the positive difference, if any, obtained by subtracting the market price for the LCFS Credits per ton, as determined by Seller in a commercially reasonable manner, from the Unit Price multiplied by the quantity of valid LCFS Credits for which Buyer refused delivery; plus (iii) reasonable third party fees (including broker fees) and legal costs incurred by Seller in enforcement and protection of its rights under this Agreement; plus (iv) interest as described herein. All determinations must be made in a commercially reasonable manner and Seller is not required to enter into an actual replacement transaction in order to determine the market price. For the avoidance of doubt, if Seller determines in a commercially reasonable manner that the Unit Price for the LCFS Credits per ton does not exceed the market price, the amount added in subsection (ii) above shall be zero (0) and not a negative number.

If Seller fails to deliver all or any portion of the quantity of LCFS Credits to Buyer specified herein and such failure is not excused under the terms of this Agreement, then Seller shall pay Buyer, within five (5) Business Days of invoice receipt, an amount equal to (i) the positive difference, if any, obtained by subtracting the Unit Price from the market price, as determined by Buyer in a commercially reasonable manner, for the LCFS Credits multiplied by the quantity of LCFS Credits not delivered; plus (ii) reasonable third party fees (including broker fees) and legal costs incurred by Buyer in enforcement and protection of its rights under this Agreement. In no event does the foregoing relieve Buyer of its obligation to pay Seller the Unit Price multiplied by the quantity for any LCFS Credits delivered to Buyer for which Seller has not been paid. All determinations must be made in a commercially reasonable manner and Buyer is not required to enter into an actual replacement transaction in order to determine the market price. For the avoidance of doubt, if Buyer determines in a commercially reasonable manner that the Unit Price exceeds the

market price per LCFS Credit for such LCFS Credits, the amount added in subsection (ii) above shall be zero (0) and not a negative number.

**LIMITATION OF LIABILITY.** THE EXPRESS REMEDIES AND MEASURES OF DAMAGES PROVIDED HEREIN SATISFY THE ESSENTIAL PURPOSES HEREOF. FOR BREACH OR DEFAULT ARISING FROM ANY PROVISION FOR WHICH AN EXPRESS REMEDY IS PROVIDED HEREIN, SUCH REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED, INCLUDING ANY INDEMNIFICATION OBLIGATIONS RELATING THERETO. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED HEREIN, LIABILITY SHALL BE LIMITED TO DIRECT, ACTUAL DAMAGES ONLY. SUCH DIRECT, ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. EXCEPT AS MAY BE INCLUDED IN AN EXPRESS REMEDY PROVIDED FOR HEREIN, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING LOST PROFITS (EXCEPT TO THE EXTENT THAT THE PAYMENTS REQUIRED TO BE MADE PURSUANT TO THIS AGREEMENT ARE DEEMED TO BE SUCH DAMAGES) OR BUSINESS INTERRUPTION DAMAGES, WHETHER BASED ON STATUTE, CONTRACT, TORT, UNDER ANY INDEMNITY OR OTHERWISE, WITHOUT REGARD TO CAUSE OR THE NEGLIGENCE OF ANY PARTY, WHETHER SOLE, JOINT, ACTIVE OR PASSIVE, AND EACH PARTY HEREBY RELEASES THE OTHER PARTY FROM ANY SUCH LIABILITY, EVEN IF DURING THE TERM HEREOF IT ADVISES THE OTHER OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED HEREUNDER CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS AND ARE NOT A PENALTY.

**Confidentiality.** The parties agree to keep confidential the contents of this Agreement and any information made available by one party to the other party with respect to this Agreement (the "Confidential Information") except: (i) in respect of information that is or becomes generally available to the public other than as a result of a disclosure by either party in violation of this Agreement; (ii) in respect of information that was already known by either party on a non-confidential basis prior to the execution of this Agreement; (iii) in respect of information that becomes available to either party on a non-confidential basis from a source other than the other party where such source is not known by the receiving party to be subject to a confidentiality obligation with respect to such information; (iv) to the extent required by any administrator or regulatory agency in order to effectuate the transaction contemplated by this Agreement or to comply with applicable law; (v) in respect of information that is independently derived and is not directly attributable to the party with respect to which it relates; and (vi) to the professional advisors of each party, provided that each party ensures that the matters disclosed are kept confidential. The parties acknowledge and agree that in the event of a breach of this confidentiality provision monetary damages may be insufficient to make the disclosing party whole; as such, the party disclosing the Confidential Information shall be entitled to seek equitable relief, including injunctive relief and specific performance, in addition to all other remedies available at law or in equity. Seller is a public agency subject to the California Public Records Act, California Government Code Section 6250 et seq.

**Indemnification.** Each party agrees to indemnify and hold harmless the other party and its, and its affiliates', directors, officers, employees, agents and successors and permitted assigns, from and against any and all third-party claims, losses, liabilities, damages, judgments, liens, awards, fines, penalties, costs and expenses of every kind, including without limitation reasonable attorneys' fees and disbursements ("Claims"), in any case incurred in connection with or arising from or out of (i) a material breach by the indemnifying party of its representations, warranties or obligations under this Agreement or (ii) the gross negligence or willful misconduct by the indemnifying party (items (i) and (ii) being referred to herein as a "Breach"), in each case in proportion to and only to the extent such Claims are caused by or result from a Breach by the indemnifying party. For the avoidance of doubt, the indemnifying party shall not be liable for any damages resulting from the negligence or willful misconduct of the indemnified party or its, or its affiliates', directors, officers, employees, agents or successors or permitted assigns.

**Notices.** All notices, demands, and other communications hereunder shall be effective only if given in writing and shall be deemed given (i) when delivered in person; (ii) when delivered by private courier (with confirmation of delivery); (iii) when transmitted by facsimile or e-mail (with confirmation of transmission); or (iv) five (5) Business Days after being deposited in the United States mail, first-class, registered or certified, return receipt requested, with postage paid. For purposes hereof, all notices, demands and other communications shall be sent to the contacts and addresses above (or to such other address furnished in writing by one party to the other party).

**Assignment.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Neither party may transfer or assign this Agreement, in whole or in part, without the other party's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed; provided that Seller agrees to grant such consent in the context of a merger or sale of all or substantially all of Buyer's assets or the assets of a business unit of Buyer to which this Agreement relates; and provided further that such resulting successor or acquiring entity or person agrees in writing to assume all of Buyer's rights and obligations hereunder. Notwithstanding the foregoing, Buyer may, without the consent of Seller, assign its rights and obligations under this Agreement to an affiliate of Buyer so long as such affiliate entity agrees to assume all rights and obligations of Buyer hereunder and Buyer provides written notice of such assignment or transfer to Seller. Upon any transfer or assignment permitted by this Agreement, the assignor shall be released from its obligations hereunder to the extent such obligations are assumed by the assignee.

**Amendment.** This Agreement may be amended at any time, but only by a written agreement signed by both parties.

**No Waiver.** No delay or omission by a party in the exercise of any right under this Agreement shall be taken, construed, or considered as a waiver or relinquishment thereof. If any of the terms and conditions herein are breached and thereafter waived in writing by a party, such waiver is limited to the particular breach so waived and is not deemed to waive any other breach hereunder.

**Severability.** If any provision or portion of this Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely representing the intention of the Parties as expressed herein.

**Complete Agreement.** This Agreement represents the parties' final and mutual understanding concerning its subject matter. It replaces and supersedes any prior agreements or understandings, whether written or oral.

**No Relationship.** Nothing in this Agreement shall be construed to constitute a joint venture, fiduciary relationship, partnership or other joint undertaking between the parties.

**Governing Law.** THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA, EXCLUDING ANY CHOICE OF LAW OR CONFLICTS OF LAW RULES OR PRINCIPLES THAT WOULD PERMIT OR REQUIRE THE APPLICATION OF THE LAWS OF A DIFFERENT JURISDICTION.

**Dispute Resolution.** Any dispute between the parties arising under or pertaining to this Agreement shall be referred to senior representatives of the parties authorized to resolve such dispute for informal dispute resolution discussions as soon as practicable. If the designated representatives do not reach a mutually acceptable resolution of the dispute within thirty (30) days of such referral, either party may bring an appropriate action at law or in equity in the state or federal courts located in the State of California. Each party waives any objection which it may have at any time to the laying of venue of any such proceedings brought in any such court, waives any claim that such proceedings have been brought in an inconvenient forum and further waives the right to object, with respect to such proceedings, that such court does not have any jurisdiction over such party. Nothing in this Agreement to the contrary shall, or is intended to, prevent either party from bringing an action in equity to seek injunctive relief if necessary to avoid irreparable harm. TO THE EXTENT ENFORCEABLE AT THE TIME, EACH PARTY WAIVES ITS RESPECTIVE RIGHT TO ANY JURY TRIAL WITH RESPECT TO ANY LITIGATION ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT.

**Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall be deemed to be one and the same instrument. Facsimile or PDF transmission of any signed original document, and retransmission of any facsimile or PDF transmission, will be the same as delivery of any original document.

**Forward Contract; Non-Utility Acknowledgement.** The parties acknowledge and agree that this Agreement constitutes a "forward contract" as defined in Section 101(25) of Title 11 of the United States Code (§§ 101, *et seq.*, the "Bankruptcy Code") and/or a "commodities contract" as defined in Section 761(4) of the Bankruptcy Code, as such terms are used in Section 556 of the Bankruptcy Code. Each party further agrees that, for purposes of this Agreement, the other party is not a "utility" as such term is used in Section 366 of the Bankruptcy Code, and each

	<p>party waives and agrees not to assert the applicability of the provisions of such Section 366 in any bankruptcy case wherein such party is a debtor.</p>
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	<p><u>Further Assurances.</u> Each party shall provide the other party any reasonably requested information or documentation required to effect a transfer of LCFS Credits pursuant to the terms of this Agreement, will cooperate to cause a transfer to occur, and will otherwise comply with any and all applicable procedures and requirements of applicable law relating to the transfer.</p>
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*[signature page follows]*

By signing below, the parties agree to be bound by the terms and conditions contained in this Agreement.

DS  
CS

Anew EV, LLC

By DocuSigned by:  
Randall N. Lack  
77F1B8C70AF34D8

Name Randall N. Lack

Title EVP - Trading

COUNTY SANITATION DISTRICT NO. 2 OF  
LOS ANGELES COUNTY

By \_\_\_\_\_  
Chairperson, Board of Directors

ATTEST:

By \_\_\_\_\_  
Secretary to the Board

APPROVED AS TO FORM:

LEWIS, BRISBOIS, BISGAARD & SMITH LLP

By \_\_\_\_\_  
District Counsel