

MASTER LCFS SERVICES AGREEMENT

THIS MASTER LCFS SERVICES AGREEMENT (the “**Agreement**”) is entered into as of this 27th day of July 2022 (“**Effective Date**”), by and between Anew EV, LLC (“**Anew**”), a Delaware limited liability company with its principal office located at 3200 Southwest Freeway, Suite 1310, Houston, Texas 77027, and Los Angeles County Sanitation Districts (“**Counterparty**”) having a place of business located at 1955 Workman Mill Rd, Whittier, CA 90601. Each of Anew and Counterparty may be referred to in this Agreement as “**Party**” or together as the “**Parties**”.

RECITALS

WHEREAS, Counterparty is a public agency engaged in the business of aggregating equipment that may be eligible for the generation of transportation fuel credits under a LCFS (defined in Appendix A) in its jurisdiction and owns certain non-residential EV charging stations and equipment at various locations within its jurisdiction (collectively, the “EV Charging Locations”).

WHEREAS, Counterparty desires to engage Anew as its exclusive Reporting Entity for the generation, marketing and sale of credits generated under a LCFS attributable to the use of the EV Charging Locations;

NOW, THEREFORE, in consideration of the foregoing, in reliance on the mutual conditions, covenants, and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Services. Subject to Counterparty’s performance of its obligations under Section 3 of this Agreement, Anew shall perform the following services (the “**Services**”):
 - (a) procure RECs from the Zero CI electricity generation resource(s) of third parties to match to Counterparty’s load for Vehicle Fuel to improve the CI score of Vehicle Fuel used to generate LCFS Credits hereunder; provided, however, Anew shall have no obligation to procure third-party RECs if the Counterparty Percentage of Zero CI LCFS Revenue is or would be insufficient to permit Anew to recoup Anew’s cost of procuring such RECs;
 - (b) as the Reporting Entity, prepare and submit to the Program Administrator all information, applications or other materials required under the LCFS for Anew 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;
 - (c) generate LCFS Credits associated with the Vehicle Fuel;
 - (d) cause LCFS Credits generated hereunder to be verified, if required under the LCFS;
 - (e) maintain all data and records: (i) generated in connection with the LCFS Credits, and (ii) provided to Anew by Counterparty in connection with this Agreement;
 - (f) market and use commercially reasonable efforts to sell the LCFS Credits generated hereunder; and
 - (g) following any sale of LCFS Credits generated hereunder, remit the Counterparty Revenue to Counterparty.
2. Assignment of Rights; Covenants.
 - (a) Counterparty hereby irrevocably assigns and transfers to Anew all of Counterparty’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, 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) Counterparty will not generate any LCFS Credits or other credits associated with the Vehicle Fuel and will timely provide to Anew all data and documentation relevant to LCFS reporting, registration, verification, validation, program compliance and recordkeeping.

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

3. Counterparty Covenants. Counterparty shall, at Counterparty's sole expense:

(a) cooperate with any reasonable requests of Anew or its agents for assistance and provide any documentation or other data reasonably requested by Anew or its agents that may be necessary in connection with (i) the performance of Anew'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 a LCFS, (ii) Anew's internal compliance program, and (iii) any compliance program or diligence review of the LCFS Credits generated hereunder;

(b) provide to Anew an executed affidavit in the form attached as Appendix C within fifteen days of the end of each LCFS reporting quarter; and

(c) maintain all data and records associated with Vehicle Fuel and its use by the Fleet and any other data, information or records identified by Anew as required under a LCFS for the duration required by the Program Administrator.

4. Independent Contractor; Other Activities. Counterparty understands that, unless otherwise expressly stated herein, Anew is not acting as an agent, partner, joint venture, or fiduciary of Counterparty in its performances of the Services, and Anew does not 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 Anew from marketing products or providing Services of a like nature to third parties in any market. Counterparty acknowledges and agrees that Anew's activities related to such products and or it provision of such Services may be on terms different than those offered to Counterparty under this Agreement.

5. Marketing. Anew 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 Anew's sole discretion.

6. Term. This Agreement becomes effective as of the Effective Date and continues until each Party's obligations hereunder are performed or otherwise satisfied with respect to any Vehicle Fuel dispensed during the Generation Period.

7. Termination. A Party may terminate this Agreement with immediate effect by providing the other Party with written notice of termination if the other Party materially breaches any of its obligations under this Agreement and such breach is not cured (i) with respect to any failure to pay, within three (3) business days of receipt of notice of such failure, and, (ii) with respect to any other material breach, within 30 days following receipt of notice of such breach.

8. Extension of Generation Period. Except as provided in Section 7, unless a Party provides written notice of non-renewal to the other Party at least sixty (60) days prior to the end of the then-current Generation Period or any extension period, as applicable, the Generation Period will automatically extend for successive consecutive one-year periods.

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

10. Grant of Limited Agency. Effective only upon a change in applicable law or regulation that requires Counterparty to be the generator of LCFS Credits, as applicable, Counterparty hereby appoints Anew 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 Counterparty 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**”), 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 Anew hereby accepts such appointment. This appointment and grant of limited agency shall be a grant of actual authority for Anew to act on behalf of Counterparty solely as it pertains to the Environmental Accounts, including (i) interacting with the CPUC, CEC, CARB, WECC, EQC or other relevant governmental, quasi-governmental or other authorities, agencies or bodies of competent jurisdiction (the “**Authorities**”) on behalf of Counterparty 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 Counterparty 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. Counterparty shall be bound by the actions of Anew to the extent taken pursuant to such appointment and grant of limited agency. In no way should Counterparty consider the creation or maintenance of the Environmental Accounts, or any other activities undertaken by Anew 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.

11. Confidentiality. The contents of this Agreement and any information made available by one Party or its Affiliate to the other Party or its Affiliate with respect to this Agreement are confidential (“**Confidential Information**”) and shall not be used by the receiving Party for any purpose other than the performance of this Agreement. Neither Party shall disclose any Confidential Information to any third party, except for such information (a) as may become generally available to the public except as a result of a breach of this Agreement; (b) as may be required under a LCFS or in response to any summons, subpoena, or otherwise in connection with any litigation, or to comply with any applicable law, order, regulation, or ruling; (c) as may be obtained from a non-confidential source that disclosed such information in a manner that did not violate its obligations to the disclosing Party in making such disclosure; or (d) as may be furnished to the non-disclosing Party’s Affiliates and its or their representatives who have a commercially reasonable need to know such information, including, without limitation, officers, directors, employees, auditors, attorneys, insurers, advisors, consultants or lenders whom are required to keep the information that is disclosed in confidence. The Parties agree that in the event of a breach of this Section, the Party providing the Confidential Information is entitled to seek equitable relief, including injunction and specific performance, in addition to all other remedies available at law or equity. This Section shall survive for a period of one (1) year following the conclusion of this Agreement. To the extent any Confidential Information is required to be disclosed pursuant to clause (b) of this Section, the Party required to disclose the Confidential Information shall undertake reasonable efforts (without obligation to incur any expense) to obtain confidential treatment of such Confidential Information, if possible. Counterparty is a public agency subject to the California Public Records Act, California Government Code Section 6250 et seq.

12. Indemnification. Each Party shall indemnify and hold harmless the other Party, its parent, subsidiaries and Affiliates, and its and their respective directors, officers, employees and agents, from and against any and all claims, liabilities, losses, damages, injuries, demands, actions, causes of action, suits, proceedings, judgments and expenses, including reasonable attorneys’ fees, court costs and other legal expenses, including, without limitation, those costs incurred at the trial and appellate levels and in any bankruptcy, reorganization, insolvency or other similar proceedings, and any other legal expenses (collectively, “**Claims**”) arising from or connected with (i) any breach by the indemnifying party of any provision hereof or the inaccuracy of any warranty or representation made by such Party herein; or (ii) any act or omission to act by the indemnifying party directly or indirectly related to its performance of this Agreement constituting negligence or reckless or willful misconduct. Each Party shall give the other party prompt notice of any Claim brought against it coming within the purview of these indemnities.

13. Binding Agreement. This Agreement shall be binding upon, and inure to the benefit of, the Parties hereto, and any successors or permitted assigns. No third party shall have any rights or benefits under this Agreement.

14. Entire Agreement. This Agreement is the complete agreement of the Parties concerning the subject matter hereof and supersedes any prior agreements with respect to such subject matter.

15. Amendments. This Agreement may not be amended or modified in any manner except in a writing signed by the Parties.

16. Assignment. Neither Party may transfer or assign any of their respective rights or obligations under 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 Anew may, without Counterparty's consent, transfer or assign any of its rights or delegate any of its obligations under this Agreement, in whole or in part, in the case of either (a) a merger or sale of all or substantially all of Anew's assets or the assets of a business unit of Anew to which this Agreement relates, and (b) an assignment of Anew's rights and obligations under this Agreement to an Affiliate of Anew, in each case so long as such Affiliate entity agrees to assume all rights and obligations of Anew hereunder and Anew provides written notice of such assignment or transfer to Counterparty. 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.

17. Severability. If any provision 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.

18. Governing Law. The validity, interpretation, enforceability and performance of this Agreement and any matter arising out of or related to this Agreement is governed by and construed in accordance with the internal laws of the State of California, without regard to any conflicts of law provisions that would result in the application of the law of any other jurisdiction.

19. 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 dispute is not resolved within thirty (30) days, either Party may bring an appropriate action at law or in equity in the state or federal courts of competent jurisdiction located in the State of California. Each Party waives (i) any objection which it may have at any time to the laying of venue of any such proceedings brought in any such court, (ii) any claim that such proceedings have been brought in an inconvenient forum, and (iii) the right to object, with respect to such proceedings, that such court does not have any jurisdiction over such Party. Nothing herein shall prevent either Party from bringing an action in equity to seek injunctive relief, if necessary to avoid irreparable harm. TO THE EXTENT ENFORCEABLE, EACH PARTY WAIVES ITS RESPECTIVE RIGHT TO ANY JURY TRIAL WITH RESPECT TO ANY LITIGATION ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT.

20. Limitation of Liability. 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 OR BUSINESS INTERRUPTION DAMAGES, WHETHER BASED ON STATUTE, CONTRACT, TORT, UNDER ANY INDEMNITY, OR OTHERWISE. THE LIABILITY OF Anew ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE LIMITED TO THE PORTION OF NET LCFS REVENUE DUE TO Anew UNDER THIS AGREEMENT; PROVIDED THAT THE FOREGOING LIMITATION DOES NOT APPLY TO ANY LIABILITY ARISING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF Anew.

21. Change in Law. Each event described in Subsection (i) or (ii) below shall constitute a change in applicable law (each a "**Change in Law**"):

(a) if a law, rule or regulation is passed, amended or adopted or (ii) binding determination or clarification of an existing law, rule or regulation is made that prohibits or materially impairs the generation of LCFS Credits under this Agreement, Anew's obligations under this Agreement shall be deemed satisfied and discharged in full, this Agreement may be terminated by either Party upon notice to the other Party, and neither Party shall have any liability to the other Party on account of such termination other than those liabilities that had accrued prior to the date of such termination; or

(b) if a law, rule or regulation is to be passed or adopted, or a binding determination or clarification of an existing law, rule or regulation is made or to be made by a Program Administrator or other body which, in either case, in the written advice of counsel to Anew, provides that (i) Qualifying Vehicles are no longer eligible to generate LCFS Credits as

contemplated in the Eligible Location Addendum, or (ii) the expected or actual cost to Anew of performing the Services increases materially, as determined by Anew in its reasonable discretion, EM may request that the Parties convene to negotiate revisions to this Agreement and the applicable Eligible Location Addendum to resolve the effect of such Change in Law and restore the relative economic benefit of the Parties contemplated as of the Addendum Effective Date. If requested by Anew, Counterparty agrees to participate in good faith in such negotiations. If the Parties are unable to agree on such a revision within 30 days of commencing such negotiations, Anew may terminate this Agreement by providing notice of such termination to Counterparty to become effective upon receipt of such notice or the effective date of the Change in Law, if later. Following such termination, neither Anew nor Counterparty shall have any further obligation to the other under this Agreement, except that (1) each Party shall remain obligated to the other with respect to any Vehicle Fuel used prior to the occurrence of the Change in Law or termination date, if earlier, and (2) Anew's obligation to market LCFS Credits generated prior to termination and remit the Counterparty Percentages of LCFS Revenue shall survive until all such LCFS Credits have been sold and such Counterparty Percentages of LCFS Revenue have been remitted to Counterparty.

22. Notices. All notices, consents, and other communications contemplated by this Agreement must be in writing and delivered to the other Party by any of the following: (a) U.S. Postal Service first class mail, deemed received on the third day after postmark, (b) overnight delivery by a private courier (such as FedEx), deemed received on the next business day, or (c) via e-mail, with digital receipt confirmed, in each case to the following addresses, or such other address as a Party may notify the other Party from time to time:

To Anew:

Anew EV, LLC
3200 Southwest Freeway, Suite 1310
Houston, TX 77027
Attn: Law Department
Phone: 281-207-7200
Fax: 281-207-7211
Email: Legal@anewclimate.com

To Counterparty:

Los Angeles County Sanitation Districts
1955 Workman Mill Rd, Whittier, CA 90601
Attn: William Chen
Phone: 562-908-4288 ext. 2431
Email: wchen@lacsdsd.org


23. 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 other electronic transmission of any signed original document, and retransmission of any facsimile or other electronic transmission, will be the same as delivery of any original document.

[Signature page follows]

IN WITNESS WHEREOF, each of the Parties has made and executed this Agreement, signed by its duly authorized representative as of the Effective Date.



Anew EV, LLC

By 
DocuSigned by:
77F1B6C70AF34D8...

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

APPENDIX A 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. 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; provided that, with respect to Anew, “Affiliate” means Anew, Anew Climate, LLC, and any entity controlled by Anew Climate, LLC whether directly or through one or more intermediaries.

CI means “carbon intensity” as such term is defined in a LCFS.

Counterparty Percentage means, with respect to revenues Anew receives from the sale of LCFS Credits from Grid CI and Zero CI Vehicle Fuel, as applicable, in a given Generation Quarter, the percentage (or percentages) of Net LCFS Revenue allocated to Counterparty for the applicable gross LCFS Credit revenue tier, as indicated in the table below:

Counterparty Percentage of Net LCFS Revenue
Grid and Zero CI LCFS Revenue
90%

provided, however, that with respect to LCFS Credits in existence as of the Effective Date, Counterparty Percentage means 100%.

Counterparty Revenue means the sum of the amounts resulting from application of the Counterparty Percentages to Net LCFS Revenue.

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

Eligible Location means any state in which a low carbon fuel standard program is in effect from time to time.

Eligible Location Addendum means each of the addenda to this Agreement, which is hereby incorporated into the Agreement by reference as if set forth fully herein, as such may be updated from time to time during the Generation Period upon the agreement of the Parties in writing (email acceptable) to apply the terms of this Agreement to one or more Facilities in an Eligible Location. The Eligible Location Addenda for California is attached to this Agreement as Appendices B-1. An Eligible Location Addendum for one or more additional Eligible Locations may be added to this Agreement upon the agreement of the Parties in writing (email acceptable).

Facility means each facility listed on [Exhibit A](#) to an Eligible Location Addendum from time to time.

Fleet means all Qualifying Vehicles that exist or may be placed in service by the EV Charging Locations during the Generation Period. For the avoidance of doubt, Fleet also includes hydrogen and electric charging and dispensing infrastructure which dispense Vehicle Fuel (this infrastructure may be referred to as fueling supply equipment under a LCFS), regardless of whether the vehicles fueled are owned or operated by or on behalf of Counterparty.

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 Counterparty’s Fleet and continues through and including 12 quarters of LCFS Credit generation, subject to any extension pursuant to Section 8 of this Agreement.

Generation Quarter means any calendar quarter or portion thereof, as applicable, during the Generation Period in which LCFS Credits are generated from the Fleet’s use of Vehicle Fuel.

Grid CI means a CI score equal to the California Average Grid Electricity Used as a Vehicle Fuel in California, published in the California Air Resources Board annual lookup table pathway update.

Grid CI LCFS Revenue means the gross revenue actually received by Anew from the sale of LCFS Credits generated using Grid CI.

LCFS, an abbreviation of low carbon fuel standard, means the regulations, orders, decrees, and standards as specified in an applicable Eligible Location Addendum that constitute a low carbon fuel standard program in the Eligible Location.

LCFS Credits means credits generated and traded under a LCFS representing one metric tonne of carbon dioxide reductions as compared to the baseline carbon dioxide emissions under a LCFS as defined in the applicable Eligible Location Addendum.

Net LCFS Revenue means Total LCFS Revenue less Direct Expenses.

Program Administrator means the agency responsible for implementing and administering a LCFS.

Qualifying Vehicle means an off-road electric vehicle, hydrogen fueled, robotics/automated guided vehicle or other equipment leased by Counterparty to any Constituent in service at the Facilities specified on an Eligible Location Addendum that is eligible to generate LCFS Credits.

REC, an abbreviation of “renewable energy credit”, has the meaning given that term in an Eligible Location’s renewable portfolio standard, as specified in an Eligible Location Addendum.

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 Section 1.

Total LCFS Credit Revenue means the gross revenue actually received from the sale of LCFS Credits.

Vehicle Fuel means the amount of hydrogen or electricity converted into transportation vehicle fuel via hydrogen fueling or battery recharging 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 Anew from the sale of LCFS Credits generated at Zero CI.

END OF APPENDIX A

APPENDIX B
Eligible Location Addenda

APPENDIX B-1
Eligible Location Addendum (California)

This addendum to the Agreement applies with respect to Counterparty's Facilities in **Error! Bookmark not defined.** California for the generation of Low CI LCFS Credits in California (the "**California Addendum**"). The definitions set forth below are applicable to the Facilities listed in Exhibit A for the purposes of the Agreement. Capitalized terms not otherwise defined in this California Addendum have the meanings ascribed to such terms in the Agreement.

Eligible Location:	California
Low Carbon Fuel Standard:	California Code of Regulations at Title 17, §§ 95480 et seq. and any successor regulation, as amended, supplemented or restated from time to time.
Renewable Portfolio Standard:	California Public Utilities Code Section 399.12(h) and Section 3201(v) of the Enforcement Procedures for the Renewable Portfolio Standard for Local Publicly Owned Electric Utilities (CEC-300-2016-002-CMF), as adopted by the California Energy Commission effective April 12, 2016, and California Public Utilities Commission Decision 08-08-028 and any successor regulation, as amended, supplemented or restated from time to time.
Program Administrator:	California Air Resources Board or any successor agency ("CARB")
Grid CI LCFS Credits:	" Grid CI LCFS Credits " means, with respect to a quantity of Vehicle Fuel, the number of LCFS Credits that would be issued by CARB for such quantity given the CI value provided in the Lookup Table pathway (Table 7-1. Lookup Table for Gasoline and Diesel Fuels that Substitute Gasoline and Diesel) for "California average grid electricity used as a transportation fuel in California" using the credit calculation in Section 95486.1(a) of the LCFS.
Zero CI LCFS Credits:	" Zero CI LCFS Credits " means, with respect to a quantity of Vehicle Fuel, the total number of LCFS Credits issued by CARB if, due to use of a REC, the CI value of the Vehicle Fuel were Zero CI as provided in the Lookup Table pathway for Zero CI Electricity (Table 7-1. Lookup Table for Gasoline and Diesel Fuels that Substitute Gasoline and Diesel) and using the credit calculation in Section 95486.1(a) of the LCFS, minus the number of Grid CI LCFS Credits attributed to the Vehicle Fuel.

**EXHIBIT A TO ELIGIBLE LOCATION ADDENDUM
California Facilities**

Description	Address	City	Zip Code

END OF APPENDIX B-1