

August 10, 2022

Susan F. Beard  
Designated Agency Ethics Official  
U.S. Department of Energy  
1000 Independence Ave., S.W., Suite 6A-211  
Washington, DC 20585

Dear Ms. Beard:

The purpose of this letter is to describe the steps that I will take to avoid any actual or apparent conflict of interest in the event that I am confirmed for the position of Under Secretary U.S. Department of Energy. It is my responsibility to understand and comply with commitments outlined in this agreement.

#### SECTION 1 – GENERAL COMMITMENTS

As required by the criminal conflicts of interest law at 18 U.S.C. § 208(a), I will not participate personally and substantially in any particular matter in which I know that I have a financial interest directly and predictably affected by the matter, or in which I know that a person whose interests are imputed to me has a financial interest directly and predictably affected by the matter, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1), or qualify for a regulatory exemption, pursuant to 18 U.S.C. § 208(b)(2). I understand that the interests of the following persons are imputed to me:

- Any spouse or minor child of mine;
- Any general partner of a partnership in which I am a limited or general partner;
- Any organization in which I serve as officer, director, trustee, general partner or employee; and
- Any person or organization with which I am negotiating or have an arrangement concerning prospective employment.

In the event that an actual or potential conflict of interest arises during my appointment, I will consult with an agency ethics official and take the measures necessary to resolve the conflict, such as recusal from the particular matter or divestiture of an asset.

If I have a managed account or otherwise use the services of an investment professional during my appointment, I will ensure that the account manager or investment professional obtains my prior approval on a case-by-case basis for the purchase of any assets other than cash, cash equivalents, investment funds that qualify for the exemption for diversified mutual funds and unit investment trusts at 5 C.F.R. § 2640.201(a), or obligations of the United States.

If I rely on a *de minimis* exemption under 5 C.F.R. § 2640.201(b) with regard to any of my financial interests in sector mutual funds, I will monitor the value of those interests. If the aggregate value of my interests in sector mutual funds that concentrate in any one sector exceeds

\$50,000, I will not participate personally and substantially in any particular matter that to my knowledge has a direct and predictable effect on the financial interests of any holdings of the funds that are in the specific sector in which the funds concentrate, unless I first obtain a written waiver pursuant to 18 U.S.C. § 208(b)(1)

I will receive a live ethics briefing from a member of the ethics office after my confirmation but not later than 15 days after my appointment pursuant to the ethics program regulation at 5 C.F.R. § 2638.305. Within 90 days of my confirmation, I will submit my Certification of Ethics Agreement Compliance which documents my compliance with this ethics agreement.

I understand that as an appointee I will be required to sign the Ethics Pledge (Exec. Order No. 13989) and that I will be bound by it. Among other obligations, I will be required to recuse from particular matters involving specific parties involving my former employer or former clients for a period of two years after I am appointed.

I will not modify this ethics agreement without your approval and the approval of the U.S. Office of Government Ethics pursuant to the ethics agreement requirements contained in the financial disclosure regulation at 5 C.F.R. § 2634.803(a)(4).

## SECTION 2 – RESIGNATIONS

Pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, for a period of one year after my resignation from all of the below-named entities in this section, I will not participate personally and substantially in any particular matter involving specific parties in which I know that an entity is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

### A. EMPLOYMENT RELATED INTERESTS IN WHICH PAYMENT IS DUE

Upon confirmation, I will resign from all of my positions with the entities listed below:

- JERA Co., Inc.
- Saudi Electricity Company
- Tata Steel Ltd.
- Climate Transition Capital Acquisition I B.V.

Pursuant to my agreements with these entities, I may be entitled to payments for work I performed. Until I receive these payments, I will not participate personally and substantially in any particular matter that to my knowledge has a direct and predictable effect on the ability or willingness of these entities to provide the payments, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1), or qualify for a regulatory exemption, pursuant to 18 U.S.C. § 208(b)(2).

### B. HELIOGEN, INC.

Upon confirmation, I will resign from my positions with Heliogen, Inc. Pursuant to my agreement with Heliogen, Inc., I may be entitled to a payment for work I performed. Until I

receive the payment, I will not participate personally and substantially in any particular matter that to my knowledge has a direct and predictable effect on the ability or willingness of Heliogen Inc., to provide the payment, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1), or qualify for a regulatory exemption, pursuant to 18 U.S.C. § 208(b)(2).

In addition, I currently hold unvested restricted stock units. I do not hold stock, stock options, restricted stock, or vested restricted stock units. Upon resignation from Heliogen, Inc., and as part of my agreement with the company, I will forfeit any unvested restricted stock units, but I will be permitted to retain any stock resulting from the vesting of my restricted stock units. If I have stock at the time of my resignation, as soon as practical but not later than 90 days after my confirmation, I will divest my stock in Heliogen, Inc. I will not participate personally and substantially in any particular matter that to my knowledge has a direct and predictable effect on the financial interests of Heliogen, Inc. until I have divested it, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1), or qualify for a regulatory exemption, pursuant to 18 U.S.C. § 208(b)(2). I have verified that I will be able to carry out the divestitures within the timeframe described above.

C. EVGO, INC. (SUCCESSOR OF CLIMATE CHANGE CRISIS REAL IMPACT I ACQUISITION HOLDINGS, INC. (CRIS SPAC I))

My position with CRIS SPAC I terminated in July 2021. I hold warrants, stock, and vested restricted stock units in EVgo, Inc, CRIS SPAC I's successor. I do not hold unvested restricted stock units, or options. As soon as practical but not later than 90 days after my confirmation, I will divest my stock and warrants in EVgo, Inc. I will also divest my vested restricted stock units, and if am unable to divest, I will forfeit them. I will not participate personally and substantially in any particular matter that to my knowledge has a direct and predictable effect on the financial interests of EVgo, Inc. until I have divested all of my financial interests in it, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1), or qualify for a regulatory exemption, pursuant to 18 U.S.C. § 208(b)(2). I have verified that I will be able to carry out the divestitures within the timeframe described above.

D. CRIS SERVICES, LLC

Upon confirmation, I will resign from my position with CRIS Services, LLC. I hold an equity interest in this entity. As soon as practicable but not later than 90 days after my confirmation, I will divest my financial interests in CRIS Services, LLC. I will not participate personally and substantially in any particular matter that to my knowledge has a direct and predictable effect on the financial interests of CRIS Services, LLC until I have divested it, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1), or qualify for a regulatory exemption, pursuant to 18 U.S.C. § 208(b)(2).

E. SOURCE GLOBAL, PBC

Upon confirmation, I will resign from my position with Source Global, PBC. I currently hold vested restricted stock awards and unvested restricted stock awards that will vest in equal monthly installments over a 3 year period from the date of grant. I do not hold stock, stock

options, or restricted stock units. Upon resignation from Source Global, PBC, and as part of my agreement with the company, I will forfeit my unvested restricted stock awards, but will be permitted to retain any vested restricted stock awards. As soon as practical but not later than 90 days after my confirmation, I will divest my vested restricted stock awards in Source Global, PBC, and if I am unable to divest, I will forfeit them. I will not participate personally and substantially in any particular matter that to my knowledge has a direct and predictable effect on the financial interests of Source Global PBC until I have divested it, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1), or qualify for a regulatory exemption, pursuant to 18 U.S.C. § 208(b)(2). I have verified that I will be able to carry out the divestitures within the timeframe described above.

#### F. EMPLOYMENT RELATED INTERESTS IN WHICH EQUITY IS HELD AND PORTION OF PAYOUT IS CONTINGENT ON A COMBINATION

Upon confirmation, I will resign from all of my positions with the entities listed below. As soon as practicable but not later than 90 days after my confirmation, I will divest my interests in the entities listed below. However, if a “combination” (within the meaning of the applicable agreements concerning restrictions on the sale or other transfer of my interests in the entities listed below) is announced, I will divest my interests in the entities listed below prior to the effective date of such restrictions, regardless of whether such effective date is prior to, on, or after my confirmation. If I am unable to transfer, assign, or sell my interest in the entities listed below for whatever reason, I will, within 90 days after my confirmation, forfeit any interest I have in the entities listed below. I will not participate personally and substantially in any particular matter that to my knowledge has a direct and predictable effect on the financial interests of the entities listed below until I have divested it, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1), or qualify for a regulatory exemption, pursuant to 18 U.S.C. § 208(b)(2). I have verified that I will be able to carry out the divestitures within the timeframe described above.

- Climate Real Impact Solutions II Acquisition Corporation (which is currently held through Climate Real Impact Solutions II Consortium, LLC)
- CRIS Europe I, LLC (and associated CTC SPAC)

I also hold interests in Climate Real Impact Solutions II Acquisition Corporation through Orchard Hill Family LLC for which I am the managing member. As soon as practicable but not later than 90 days after my confirmation, I will direct Orchard Hill Family LLC to divest its interests in Climate Real Impact Solutions II Acquisition Corporation. However, if a “combination” (within the meaning of the applicable agreements concerning restrictions on the sale or other transfer of my interests in the entities listed below) is announced, I will direct Orchard Hill Family LLC to divest my interests in the entities listed below prior to the effective date of such restrictions, regardless of whether such effective date is prior to, on, or after my confirmation. If Orchard Hill Family LLC is unable to transfer, assign, or sell its interest in Climate Real Impact Solutions II Acquisition Corporation below for whatever reason, Orchard Hill Family LLC will, within 90 days after my confirmation, forfeit any interest it has. I will not participate personally and substantially in any particular matter that to my knowledge has a direct and predictable effect on the financial interests Climate Real Impact Solutions I Acquisition

Corp. until Orchard Hill Family LLC has divested it, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1), or qualify for a regulatory exemption, pursuant to 18 U.S.C. § 208(b)(2). I have verified that Orchard Hill Family LLC will be able to carry out the divestitures within the timeframe described above.

#### G. OTHER RESIGNATIONS

Upon confirmation, I will resign from my positions with the following entities:

- Climate Group North America
- The B Team
- Elemental Excelsior
- Climate Real Impact Solutions II Sponsor, LLC
- Climate Real Impact Solutions II Consortium, LLC
- Climate Real Impact Solutions III Acquisition Corporation
- Climate Real Impact Solutions III Consortium, LLC
- Climate Real Impact Solutions III Sponsor, LLC

In addition, I resigned from my position with Inspire Clean Energy and En+ Group PLC in September 2021, and March 2022, respectively.

#### SECTION 3 – DIVESTITURES

As soon as practicable but not later than 90 days after my confirmation, I will divest my interests in the following entities:

- Accenture Plc
- AIA Group Ltd
- Alphabet Inc.
- AltaGas Ltd
- Amadeus IT Group, S.A.
- Amazon.com Inc.
- ASML Holding N.V.
- BNP Paribas S.A.
- Brookfield Renewable Corp.
- Brookfield Renewable Partners L.P.
- Center Coast Brookfield Midstream Focus Fund
- Dominion Energy, Inc.
- Duke Energy Corp.
- Earthshot Ventures Fund I, LP
- Edison International
- EDP Energias de Portugal S.A.
- Exxon Mobil Corp.
- Galaxy Digital Holdings Ltd.
- Generate Capital, Inc.

- Global X MLP ETF
- Gridpoint, Inc.
- Hyzon Motors Inc.
- Inspire Energy Capital
- Shell plc
- Intesa Sanpaolo S.p.A.
- KBC Group N.V.
- Kinder Morgan, Inc.
- Linde plc
- London Stock Exchange Group
- Powerhouse Ventures Fund I LP
- Powerhouse Ventures Fund II LP
- ProShares UltraShort Bloomberg Crude Oil
- Robinhood Markets, Inc.
- Schlumberger Limited
- SolarEdge Technologies, Inc.
- Southern Company
- Suncor Energy Inc.
- TC Energy Corporation
- TE Connectivity Ltd.
- Thomson Reuters Corp.
- Tiva Fund LLC

As soon as practicable but not later than 90 days after my confirmation, I will divest my interests in the following entities in which I have an imputed interest via a trust:

- 3M
- ABB Ltd
- Accenture Plc
- Alibaba Group
- Alphabet Inc.
- Amazon.com Inc.
- Apple Inc.
- AT&T Inc.
- Bank of America Corp.
- Blackrock Inc.
- Chevron Corporation
- Cisco Systems Inc.
- Clearway Energy Inc.
- Emerson Electric Company
- Eversource Energy
- Exxon Mobil Corp.

- General Dynamics Corp.
- Hancock Whitney Corporation
- Honeywell International
- Intel Corp.
- JPMorgan Chase & Co.
- Kinder Morgan, Inc.
- L3Harris Technologies
- Linde plc
- Lockheed Martin Corp.
- M&T Bank Corp.
- Microsoft Corp.
- NextEra Energy, Inc.
- Pershing Square Holdings Ltd
- Phillips 66 Company
- PNC Financial Services Group, Inc.
- PPL Corporation
- Raytheon Technologies
- U.S. Bancorp
- WEC Energy Group
- Qualcomm
- Vestas Wind Systems A/S
- Volkswagen AG
- Waste Management, Inc.

With regard to each of these entities, I will not participate personally and substantially in any particular matter that to my knowledge has a direct and predictable effect on the financial interests of the entity until I have divested it, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1), or qualify for a regulatory exemption, pursuant to 18 U.S.C. § 208(b)(2). I have verified that I will be able to carry out the divestitures within the timeframe described above.

I understand that I may be eligible to request a Certificate of Divestiture for qualifying assets and that a Certificate of Divestiture is effective only if obtained prior to divestiture. Regardless of whether I receive a Certificate of Divestiture, I will ensure that all divestitures discussed in this agreement occur within the agreed upon timeframes and that all proceeds are invested in non-conflicting assets. I understand that I must timely submit my request for a Certificate of Divestiture to allow for adequate time for OGE to process the Certificate of Divestiture, and in order to divest assets within the agreed upon timeframe.

I (including my spouse and dependent children if applicable) will not repurchase any asset I was required to divest without consulting with my agency ethics official and the U.S. Office of Government Ethics.

#### SECTION 4 – SPOUSE EMPLOYMENT

My spouse is the co-owner of New Material Culture, Inc. I will not participate personally and substantially in any particular matter that to my knowledge has a direct and predictable effect on the financial interests of New Material Culture, Inc., unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1). Pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, I also will not participate personally and substantially in any particular matter involving specific parties in which I know a client of my spouse is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

#### SECTION 5 – RETAINED POSITIONS

I will retain my position as a trustee of the Family Trust #1. I will not receive any fees for the services that I provide as a trustee during my appointment to the position of Under Secretary. I will not participate personally and substantially in any particular matter that to my knowledge has a direct and predictable effect on the financial interests of the Family Trust #1, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1), or qualify for a regulatory exemption, pursuant to 18 U.S.C. § 208(b)(2).

I will retain my position as manager of Orchard Hill Family LLC. I will not receive any fees for the services that I provide as managing member during my appointment to the position of Under Secretary. I will not participate personally and substantially in any particular matter that to my knowledge has a direct and predictable effect on the financial interests of Orchard Hill Family LLC, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1), or qualify for a regulatory exemption, pursuant to 18 U.S.C. § 208(b)(2).

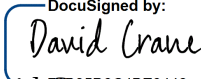
#### SECTION 6 – NETFLIX ENTERTAINMENT, LLC

Before learning of my consideration for a possible nomination to the position of Under Secretary, I, along with my spouse and children, signed an agreement with Netflix Entertainment, LLC, to acquire the life rights to our life stories. I will not provide any services or work on any production provided for in the agreement, during my appointment to the position of Under Secretary. Pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, I will not participate personally and substantially in any particular matter involving specific parties in which I know Netflix Entertainment, LLC, is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

#### SECTION 7 – PUBLIC POSTING

I have been advised that this ethics agreement and the Certification of Ethics Agreement Compliance will be posted publicly, consistent with the public information law at 5 U.S.C. § 552, on the website of the U.S. Office of Government Ethics with ethics agreements of other Presidential nominees who file public financial disclosure reports.

Sincerely,

DocuSigned by:  
  
David Crane