

May 5, 2023

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 must continue to abide by the Ethics Pledge (Exec. Order No. 13989) that I previously signed, and that I will continue to be bound by it. Among its obligations, I am required to recuse from particular matters involving specific parties involving a former employer or former clients for a period of two years from my appointment.

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

A. GENERAL

I have resigned from my positions with the following entities:

- Climate Transition Capital Acquisition I B.V.
- CRIS Services LLC
- Climate Group North America
- The B Team
- Elemental Excelsator
- Climate Real Impact Solutions III Acquisition Corporation
- Climate Real Impact Solutions III Consortium, LLC
- Climate Real Impact Solutions III Sponsor, LLC

Pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, for a period of one year after my resignation from each of these entities, 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).

B. HELIOGEN, INC.

I resigned from my positions with Heliogen, Inc. on September 5, 2022. I currently hold stock in Heliogen, Inc. I do not hold stock options, restricted stock, or unvested restricted stock units or vested restricted stock units. 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.

Additionally, the company accelerated the vesting of a portion of my restricted stock units prior to my resignation. Pursuant to the impartiality regulation at 5 C.F.R. § 2635.503, for a period of two years after my receipt of the accelerated vesting I will not participate personally and substantially in any particular matter involving specific parties in which Heliogen, Inc., is a party or represents a party, unless I first receive a written waiver pursuant to 5 C.F.R. § 2635.503(c).

C. JERA COMPANY, INC.

I resigned from my position with JERA on September 5, 2022. Prior to my resignation, I received a payment from the company for services I performed. Pursuant to the impartiality regulation at 5 C.F.R. § 2635.503, for a period of two years after my receipt of the payment, I will not participate personally and substantially in any particular matter involving specific parties in which JERA is a party or represents a party, unless I first receive a written waiver pursuant to 5 C.F.R. § 2635.503(c).

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

My position with CRIS SPAC I terminated in July 2021. I hold warrants, stock, and vested restricted stock in EVgo, Inc., CRIS SPAC I's successor. I do not hold unvested or vested 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. In addition, and as soon as practical but not later than 90 days after my confirmation, I will divest my vested restricted stock. 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.

E. SAUDI ELECTRIC COMPANY

I resigned from my positions with the Saudi Electric Company (SEC) on August 25, 2022. Pursuant to the impartiality regulation at 5 C.F.R. § 2635.503, for a period of two years after my receipt of the payment, I will not participate personally and substantially in any particular matter involving specific parties in which SEC is a party or represents a party, unless I first receive a written waiver pursuant to 5 C.F.R. § 2635.503(c).

F. TATA STEEL LTD

I resigned from my position with Tata Steel Ltd. on September 5, 2022. Prior to my resignation, I received a payment from the company for services I performed. Pursuant to the

impartiality regulation at 5 C.F.R. § 2635.503, for a period of two years after my receipt of the payment, I will not participate personally and substantially in any particular matter involving specific parties in which Tata Steel Ltd. is a party or represents a party, unless I first receive a written waiver pursuant to 5 C.F.R. § 2635.503(c).

G. CRIS EUROPE I, LLC (ASSOCIATED WITH CTC SPAC)

I resigned from my position with CRIS Europe I, LLC in September 2022. I hold unvested restricted sponsor shares and unvested restricted warrants in CTC SPAC through my ownership interest in CRIS Europe I, LLC. As soon as practicable but not later than 90 days after my confirmation, I will divest my financial interests in CRIS Europe I, 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 Europe I, LLC or CTC SPAC 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. Pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, for a period of one year after my resignation, I will not participate personally and substantially in any particular matter involving specific parties in which I know CRIS Europe I, LLC, is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

H. SOURCE GLOBAL, PBC

I resigned from my position with Source Global, PBC in September 2022. I hold vested restricted stock. I do not hold stock, restricted stock units or unvested restricted stock. As soon as practicable but not later than 90 days after my confirmation, I will divest my financial interests in Source Global, PBC. 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. Pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, for a period of one year after my resignation, I will not participate personally and substantially in any particular matter involving specific parties in which I know Source Global, PBC, is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

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 Partners L.P.
- Center Coast Brookfield Midstream Focus Fund
- Duke Energy Corp.
- EDP Energias de Portugal S.A.
- Generate Capital, PBC.
- Hyzon Motors Inc.
- Intesa Sanpaolo S.p.A.
- Kinder Morgan, Inc.
- London Stock Exchange Group
- SolarEdge Technologies, Inc.
- The Southern Company
- Suncor Energy Inc.
- Taiwan Semiconductor Manufacturing Co.
- Thomson Reuters Corp.

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 - FAMILY TRUST #1

I will retain my position as a trustee of 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 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).

SECTION 6 - ORCHARD HILL FAMILY LLC

My spouse and I own Orchard Hill Family LLC. Upon confirmation, I will resign from my position as Managing Member of Orchard Hill Family LLC. As soon as practicable but not later than 90 days after my confirmation, we will divest our financial interests in Orchard Hill Family 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 this entity until we have divested it, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1). I have verified that we will be able to carry out the divestiture within the timeframe described above. Pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, for a period of one year after my resignation, I will not participate personally and substantially in any particular matter involving specific parties in which Orchard Hill Family 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 – 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 8 – 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,

A handwritten signature in black ink, appearing to read "David Crane". The signature is fluid and cursive, with a large initial "D" and "C".

David Crane