

MEMORANDUM OF PARTNERSHIP

1. BACKGROUND

1.1 This Memorandum of Partnership (this “**Agreement**”) is entered into by and between the City of Paramount, California (the “**City**”), Mujeres Unidas Sirviendo Activamente (“**MUSA**”), and AltAir Paramount, LLC (“**World Energy**”; (each a “**Party**” and collectively the “**Parties**”) as of November 12, 2024 (the “**Effective Date**”).

1.2 The purpose of this Agreement is to outline the collaborative efforts between the Parties to plan, develop, and if awarded the targeted grant funding, implement an initiative (the “**Electrify Paramount**” initiative), that will be compliant with United States Environmental Protection Agency (“**EPA**”) guidelines for its Environmental and Climate Justice Community Change Grants Program.

1.3 World Energy has developed and has begun to construct a project (the “**Project**”) that will convert a 50,000 barrels per day petroleum refinery to a 25,000 barrels per day renewable fuels production facility resulting in a significant reduction of greenhouse gas emissions associated with aviation and regional air pollution but while continuing industrial activities within a community that has long borne the burden of industry. Advocates for environmental justice and protection of biodiversity legally challenged the permitting of the Project and World Energy and the City resolved the dispute with a settlement agreement. World Energy recognizes the need for broader collaborative action to mitigate industrial pollution and improve the opportunities available to local residents hosting energy transition projects. For this purpose, World Energy has engaged the City of Paramount, MUSA and other collaborating parties to develop a strategy that addresses this need. In alignment with the goals of the settlement agreement, World Energy has coordinated the application for an EPA Community Change Grant, with the intention of delivering benefits far beyond its commitments under the settlement agreement.

1.4 Under the Electrify Paramount initiative the Parties aim to advance outdoor air quality, electrification of activities that would otherwise result in pollutive emissions, increase local zero emissions electric generation, and foster green workforce development in Paramount, thus improving quality of life, climate resilience, grid stability, and economic outcomes for 54,000 residents and businesses in the City of Paramount and in the Gateway Cities Region.

2. TERMS OF AGREEMENT

2.1 Acknowledgement of Partnership Origins and Commitments. The Parties acknowledge that the formation of this partnership stems from the efforts of World Energy, who convened the Parties to address significant environmental pollution issues impacting Paramount residents.

2.2 If awarded, Electrify Paramount will facilitate the development of electric vehicle infrastructure, replace diesel vehicles and equipment with electric alternatives, deploy residential solar and battery storage, and enhance community resilience, providing long-term environmental and community benefits.

2.3 The Parties affirm their commitments to the successful execution of Electrify Paramount, grounded in a shared goal to address environmental challenges faced by Paramount residents and surrounding communities.

2.4 The commitments of the Parties under this Agreement are contingent on an award of grant funding by the USEPA.

2.5 Responsibilities.

(a) The City's specific responsibilities, tasks and contributions to the collaboration will include:

(i) serving as the Lead Applicant for the application, liaising with and finalizing contracts with USEPA and all sub-awardees and contractors;

(ii) implementing and enforcing compliance, financial management, reporting and evaluation activities; and

(iii) complying with relevant compliance, evaluation, reporting, conflict of interest, and confidential reporting policies.

(b) MUSA's specific responsibilities, tasks and contributions to the collaboration will include:

(i) serving as the Statutory Partner for the application, managing community engagement and outreach efforts;

(ii) facilitating program outreach meetings throughout the grant term; and

(iii) complying with relevant compliance, evaluation, reporting, conflict of interest, and confidential reporting policies.

(c) World Energy's specific responsibilities, tasks and contributions to the collaboration will include:

(i) providing financial and administrative support to the City when finalizing contracts with the USEPA and all sub-awardees and contractors in a manner similar to the support that World Energy provided in connection with the application for grant funding to the USEPA;

(ii) attending Electrify Paramount meetings throughout the grant term; and

(iii) complying with relevant compliance, evaluation, reporting, conflict of interest, and confidential reporting policies.

2.6 Intent to Replace with formal Partnership Agreement. The Parties intend to formalize the terms of this Agreement into a replacement legally binding Partnership Agreement if awarded grant funds. The Partnership Agreement shall include more detailed provisions related to the Electrify Paramount initiative, including without limitation provisions concerning:

(a) a detailed description of the program activities of the Electrify Paramount initiative;

- (b) federal compliance;
- (c) budget allocations and financial responsibilities;
- (d) staffing, roles and responsibilities of each party; and
- (e) reporting and evaluation mechanisms.

3. MISCELLANEOUS

3.1 Contingency on Grant Funding. This Agreement is contingent upon the successful acquisition of grant funding by the City for the purpose of developing and implementing a USEPA Community Change Grant Track I Program. The Parties acknowledge that this collaboration is subject to the availability and approval of grant funds from the USEPA.

3.2 Amendments & Modifications. This Agreement may be amended or modified only by mutual written agreement signed by authorized representatives of the Parties. No waiver of any term or condition of this Agreement shall be a continuing waiver thereof.

3.3 Governing Law. This Agreement shall be governed by, and construed, interpreted, and enforced in accordance with, the laws of the State of California, without regard to otherwise governing principles of conflict of law.

3.4 Severability. If any provision or portion of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions or portions shall remain in full force and effect.

3.5 Counterparts. This Agreement may be executed (including by electronic signature) in one or more counterparts, each of which shall constitute an original but all of which, taken together, shall constitute one agreement.

3.6 Third Parties. Except as otherwise expressly provided in this Agreement, nothing contained in this Agreement shall be construed to create any right, duty to, standard of care with respect to, or any liability to any Person who is not a party to this Agreement.

3.7 Additional Actions and Documents. Each of the Parties hereby agrees to take or cause to be taken such further actions, to execute, acknowledge, deliver and file or cause to be executed, acknowledged, delivered and filed, such further documents and instruments, and to use its commercially reasonable efforts to obtain such consents, as may be necessary or as may be reasonably requested in order to fully effectuate the purposes, terms and conditions of this Agreement, whether at or after the execution of this Agreement.

[signature page follows]

IN WITNESS WHEREOF, this Memorandum of Partnership has been executed by the Parties as of the Effective Date.

City of Paramount,
an incorporated California municipality

By: John Moreno
Title: City Manager

Mujeres Unidas Sirviendo Activamente,
a California public benefit corporation

By: [name]
Title: [title]

AltAir Paramount, LLC,
a Delaware limited liability company

By: Gene Gebolys
Title: President