

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-Q

(MARK ONE)

QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended **September 30, 2024**

or

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from _____ to _____

Commission file number: 001-40296

NUVVE HOLDING CORP.

(Exact Name of Registrant as Specified in Its Charter)

Delaware

(State or other jurisdiction of
incorporation or organization)

86-1617000

(I.R.S. Employer
Identification No.)

2488 Historic Decatur Road, Suite 200

San Diego,

California

92106

(Address of principal executive offices)

(Zip Code)

(619) 456-5161

(Registrant's telephone number), including area code

N/A

(Former name, former address and former fiscal year, if changed since last report)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbols	Name of each exchange on which registered
Common Stock, par value \$0.0001 per share	NVVE	The Nasdaq Stock Market
Warrants to Purchase Common Stock	NVVEW	The Nasdaq Stock Market

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

Yes No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files).

Yes No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company or an emerging growth company. See definitions of "large accelerated filer", "accelerated filer", "smaller reporting company", and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	<input type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
Non-accelerated filer	<input checked="" type="checkbox"/>	Smaller reporting company	<input checked="" type="checkbox"/>
		Emerging growth company	<input checked="" type="checkbox"/>

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).

Yes No

As of November 5, 2024, 874,949 shares of the issuer's common stock, par value \$0.0001 per share, were issued and outstanding.

NUVVE HOLDING CORP.
FORM 10-Q FOR THE QUARTER ENDED SEPTEMBER 30, 2024
TABLE OF CONTENTS

<u>PART I—FINANCIAL INFORMATION</u>		1
<u>Item 1.</u>	<u>Interim Condensed Consolidated Financial Statements and Notes (Unaudited).</u>	1
<u>Item 2.</u>	<u>Management’s Discussion and Analysis of Financial Condition and Results of Operations.</u>	37
<u>Item 3.</u>	<u>Quantitative and Qualitative Disclosures About Market Risk.</u>	47
<u>Item 4.</u>	<u>Controls and Procedures.</u>	47
<u>PART II—OTHER INFORMATION</u>		48
<u>Item 1.</u>	<u>Legal Proceedings.</u>	48
<u>Item 1A.</u>	<u>Risk Factors.</u>	48
<u>Item 2.</u>	<u>Unregistered Sales of Equity Securities and Use of Proceeds.</u>	49
<u>Item 3.</u>	<u>Defaults Upon Senior Securities.</u>	49
<u>Item 4.</u>	<u>Mine Safety Disclosures.</u>	49
<u>Item 5.</u>	<u>Other Information.</u>	49
<u>Item 6.</u>	<u>Exhibits.</u>	49

Cautionary Note Regarding Forward-Looking Statements

This Quarterly Report on Form 10-Q and other documents incorporated herein by reference contain forward-looking statements that are based on current expectations, estimates, forecasts and projections about us, our future performance, our financial condition, our products, our business strategy, our beliefs and our management's assumptions. In addition, we, or others on our behalf, may make forward-looking statements in press releases or written statements, or in our communications and discussions with investors and analysts in the normal course of business through meetings, webcasts, phone calls and conference calls. These forward-looking statements can be identified by the use of words like "anticipates," "estimates," "projects," "expects," "plans," "believes," "intends," "will," "could," "may," "assumes" and other words of similar meaning. These statements are based on management's beliefs, assumptions, estimates and observations of future events based on information available to our management at the time the statements are made and include any statements that do not relate to any historical or current fact. These statements are not guarantees of future performance and they involve certain risks, uncertainties and assumptions that are difficult to predict. Actual outcomes and results may differ materially from what is expressed, implied or forecast by our forward-looking statements due in part to the risks, uncertainties and assumptions described in Item 1A, "Risk Factors" in our Annual Report on Form 10-K for the year ended December 31, 2023, as well as those discussed elsewhere in this report and other factors described from time to time in our filings with the SEC.

Factors that could cause actual results to differ materially from those in forward-looking statements include, (i) risks related to the rollout of Nuvve's business and the timing of expected business milestones; (ii) Nuvve's dependence on widespread acceptance and adoption of electric vehicles and increased installation of charging stations; (iii) Nuvve's ability to maintain effective internal controls over financial reporting, including the remediation of identified material weaknesses in internal control over financial reporting relating to segregation of duties with respect to, and access controls to, its financial record keeping system, and Nuvve's accounting staffing levels; (iv) Nuvve's current dependence on sales of charging stations for most of its revenues; (v) overall demand for electric vehicle charging and the potential for reduced demand if governmental rebates, tax credits and other financial incentives are reduced, modified or eliminated or governmental mandates to increase the use of electric vehicles or decrease the use of vehicles powered by fossil fuels, either directly or indirectly through mandated limits on carbon emissions, are reduced, modified or eliminated; (vi) potential adverse effects on Nuvve's backlog, revenue and gross margins if customers increasingly claim clean energy credits and, as a result, they are no longer available to be claimed by Nuvve; (vii) the effects of competition on Nuvve's future business; (viii) risks related to Nuvve's dependence on its intellectual property and the risk that Nuvve's technology could have undetected defects or errors; (ix) the risk that we conduct a portion of our operations through a joint venture exposes us to risks and uncertainties, many of which are outside of our control; (x) that our joint venture with Levo Mobility LLC may fail to generate the expected financial results, and the return may be insufficient to justify our investment of effort and/or funds; (xi) changes in applicable laws or regulations; (xii) the COVID-19 pandemic and its effect directly on Nuvve and the economy generally; (xiii) risks related to disruption of management time from ongoing business operations due to our joint ventures; (xiv) risks relating to privacy and data protection laws, privacy or data breaches, or the loss of data; (xv) the possibility that Nuvve may be adversely affected by other economic, business, and/or competitive factors; and (xvi) risks related to the benefits expected from the \$1.2 trillion dollar infrastructure bill passed by the U.S. House of Representatives (H.R. 3684), as well as other risks described in this Quarterly Report on Form 10-Q and other factors described from time to time in our filings with the SEC.

Given these risks and uncertainties, you should not rely on forward-looking statements as a prediction of actual results. Any or all of the forward-looking statements contained in this Quarterly Report on Form 10-Q and any other public statement made by us, including by our management, may turn out to be incorrect. We are including this cautionary note to make applicable and take advantage of the safe harbor provisions of the Private Securities Litigation Reform Act of 1995 for forward-looking statements. We expressly disclaim any obligation to update or revise any forward-looking statements, whether as a result of new information, future events, changes in assumptions or otherwise, except as required under federal securities laws and the rules and regulations of the SEC.

PART I—FINANCIAL INFORMATION

Item 1. Interim Financial Statements

NUVVE HOLDING CORP. AND SUBSIDIARIES
CONDENSED CONSOLIDATED BALANCE SHEETS
(Unaudited)

	September 30, 2024	December 31, 2023
Assets		
Current assets		
Cash	\$ 325,245	\$ 1,534,660
Restricted cash	480,000	480,000
Accounts receivable, net	1,668,538	1,724,899
Inventories	5,658,741	5,889,453
Prepaid expenses	636,825	994,719
Deferred costs - current	899,594	1,145,608
Other current assets	731,496	751,412
Total current assets	10,400,439	12,520,751
Property and equipment, net	671,197	766,264
Intangible assets, net	1,097,625	1,202,203
Investment in equity securities	670,951	670,951
Investment in leases	104,186	112,255
Right-of-use operating lease assets	4,624,783	4,839,526
Deferred costs - noncurrent	748,353	521,994
Financing receivables	—	288,872
Security deposit, long-term	17,613	27,690
Total assets	\$ 18,335,147	\$ 20,950,506
Liabilities and Equity		
Current liabilities		
Accounts payable	\$ 2,184,455	\$ 1,694,325
Accrued expenses	3,251,493	4,632,101
Deferred revenue - current	243,731	697,105
Debt - term loan	902,242	—
Due to related party - promissory notes - current	1,501,821	—
Operating lease liabilities - current	971,631	856,250
Other liabilities	7,279	105,141
Total current liabilities	9,062,652	7,984,922
Operating lease liabilities - noncurrent	4,391,413	4,646,383
Due to related party - promissory notes - noncurrent	100,000	—
Deferred revenue - noncurrent	721,050	332,951
Warrants liability	914,841	4,621
Derivative liability - non-controlling redeemable preferred shares	—	309,728
Other long-term liabilities	140,204	681,438
Total liabilities	15,330,160	13,960,043
Commitments and Contingencies		
Mezzanine equity		
Redeemable non-controlling interests, preferred shares, zero par value, 1,000,000 shares authorized, 0 shares issued and outstanding at September 30, 2024 and 3,138 shares issued and outstanding at December 31, 2023; aggregate liquidation preference of \$0 and \$3,750,201 at September 30, 2024 and December 31, 2023, respectively	—	4,193,629
Class D Incentive units, zero par value, 1,000,000 units authorized; 0 units issued and outstanding at September 30, 2024 and 50,000 units issued and outstanding at December 31, 2023, respectively	—	216,229
Stockholders' equity		
Preferred stock, \$0.0001 par value, 1,000,000 shares authorized; zero shares issued and outstanding at September 30, 2024 and December 31, 2023, respectively	—	—
Common stock, \$0.0001 par value, 100,000,000 shares authorized; 874,949 and 124,659 shares issued and outstanding at September 30, 2024 and December 31, 2023, respectively	6,406	5,927
Additional paid-in capital	163,468,322	155,615,962
Accumulated other comprehensive income	74,146	93,676
Accumulated deficit	(160,543,887)	(148,240,859)
Nuvve Holding Corp. Stockholders' Equity	3,004,987	7,474,706
Non-controlling interests	—	(4,894,101)
Total stockholders' (deficit) equity	3,004,987	2,580,605
Total Equity	3,004,987	6,990,463
Total Liabilities and Equity	\$ 18,335,147	\$ 20,950,506

The accompanying notes are an integral part of these condensed consolidated financial statements.

NUVVE HOLDING CORP. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS
(Unaudited)

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2024	2023	2024	2023
Revenue				
Products	\$ 543,834	\$ 1,772,532	\$ 1,389,495	\$ 4,748,141
Services	1,265,499	866,477	1,786,937	1,720,262
Grants	108,885	73,563	323,722	219,082
Total revenue	<u>1,918,218</u>	<u>2,712,572</u>	<u>3,500,154</u>	<u>6,687,485</u>
Operating expenses				
Cost of products	409,390	2,314,854	1,002,964	5,037,756
Cost of services	508,697	86,371	1,027,282	775,489
Selling, general, and administrative	2,126,681	6,481,759	12,544,563	18,751,119
Research and development	710,291	2,292,908	3,773,435	6,780,211
Total operating expenses	<u>3,755,059</u>	<u>11,175,892</u>	<u>18,348,244</u>	<u>31,344,575</u>
Operating loss	<u>(1,836,841)</u>	<u>(8,463,320)</u>	<u>(14,848,090)</u>	<u>(24,657,090)</u>
Other income (expense)				
Interest (expense) income, net	(242,468)	16,213	(222,720)	105,194
Change in fair value of warrants liability	329,990	214,573	2,642,424	144,609
Change in fair value of derivative liability	—	67,366	(3,626)	73,585
Other, net	99,476	(168,177)	104,417	356,155
Total other income, net	<u>186,998</u>	<u>129,975</u>	<u>2,520,495</u>	<u>679,543</u>
Loss before taxes	<u>(1,649,843)</u>	<u>(8,333,345)</u>	<u>(12,327,595)</u>	<u>(23,977,547)</u>
Income tax expense	—	—	—	—
Net loss	<u>\$ (1,649,843)</u>	<u>\$ (8,333,345)</u>	<u>\$ (12,327,595)</u>	<u>\$ (23,977,547)</u>
Less: Net (loss) income attributable to non-controlling interests	—	8,285	—	23,039
Net loss attributable to Nuvve Holding Corp.	<u>\$ (1,649,843)</u>	<u>\$ (8,341,630)</u>	<u>\$ (12,327,595)</u>	<u>\$ (24,000,586)</u>
Less: Preferred dividends on redeemable non-controlling interests	—	72,092	—	212,062
Less: Accretion on redeemable non-controlling interests preferred shares	—	161,466	—	484,398
Net loss attributable to Nuvve Holding Corp. common stockholders	<u>\$ (1,649,843)</u>	<u>\$ (8,575,188)</u>	<u>\$ (12,327,595)</u>	<u>\$ (24,697,046)</u>
Net loss per share attributable to Nuvve Holding Corp. common stockholders, basic and diluted	<u>\$ (2.47)</u>	<u>\$ (10.66)</u>	<u>\$ (21.72)</u>	<u>\$ (35.07)</u>
Weighted-average shares used in computing net loss per share attributable to Nuvve Holding Corp. common stockholders, basic and diluted	<u>666,894</u>	<u>804,775</u>	<u>567,486</u>	<u>704,310</u>

The accompanying notes are an integral part of these condensed consolidated financial statements.

NUVVE HOLDING CORP. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE LOSS
(Unaudited)

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2024	2023	2024	2023
Net loss	\$ (1,649,843)	\$ (8,333,345)	\$ (12,327,595)	\$ (23,977,547)
Other comprehensive (loss) income, net of taxes				
Foreign currency translation adjustments, net of taxes	2,214	18,124	(19,530)	28,357
Total comprehensive loss	\$ (1,647,629)	\$ (8,315,221)	\$ (12,347,125)	\$ (23,949,190)
Less: Comprehensive income (loss) attributable to non-controlling interests	—	8,285	—	23,039
Comprehensive loss attributable to Nuvve Holding Corp.	\$ (1,647,629)	\$ (8,323,506)	\$ (12,347,125)	\$ (23,972,229)
Less: Preferred dividends on redeemable non-controlling interests	—	(72,092)	—	(212,062)
Less: Accretion on redeemable non-controlling interests preferred shares	—	(161,466)	—	(484,398)
Comprehensive loss attributable to Nuvve Holding Corp. common stockholders	<u>\$ (1,647,629)</u>	<u>\$ (8,089,948)</u>	<u>\$ (12,347,125)</u>	<u>\$ (23,275,769)</u>

The accompanying notes are an integral part of these condensed consolidated financial statements.

NUVVE HOLDING CORP. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY (DEFICIT)
(Unaudited)

	Common Stock		Additional Paid-in Capital	Accumulated Other Comprehensive Income (Loss)	Accumulated Deficit	Non-controlling Interests	Total
	Shares	Amount					
Balances December 31, 2023	124,659	5,927	155,615,962	93,676	(148,240,859)	(4,894,101)	\$ 2,580,605
Exercise of stock options and vesting of restricted stock	17,414	18	(18)	—	—	—	—
Stock-based compensation	—	—	846,514	—	—	—	846,514
Proceeds from common stock offering, net of offering costs	303,500	304	5,029,118	—	—	—	5,029,422
Issuance of Pre-funded Warrants	161,492	108	—	—	—	—	108
Currency translation adjustment	—	—	—	(13,651)	—	—	(13,651)
Preferred dividends - non-controlling interest	—	—	—	—	—	(75,004)	(75,004)
Accretion on redeemable non-controlling interests preferred shares	—	—	—	—	—	(161,466)	(161,466)
Net loss	—	—	—	—	(6,714,438)	(14,299)	(6,728,737)
Balances March 31, 2024	607,064	\$ 6,357	\$ 161,491,576	\$ 80,025	\$ (154,955,297)	\$ (5,144,870)	\$ 1,477,791
Exercise of stock options and vesting of restricted stock	661	1	(1)	—	—	—	—
Stock-based compensation	—	—	481,800	—	—	—	481,800
Issuance of Pre-funded Warrants	14,998	15	(15)	—	—	—	—
Exercise of Warrants	30,000	30	172,967	—	—	—	172,997
Currency translation adjustment	—	—	—	(8,093)	—	—	(8,093)
Preferred dividends - non-controlling interest	—	—	—	—	—	(76,504)	(76,504)
Accretion on redeemable non-controlling interests preferred shares	—	—	—	—	—	(161,466)	(161,466)
Net loss	—	—	—	—	(3,938,747)	(10,268)	(3,949,015)
Balances June 30, 2024	652,723	6,403	162,146,327	71,932	(158,894,044)	(5,393,108)	(2,062,490)
Common stock reverse split - rounding	192,222	—	—	—	—	—	—
Exercise of stock options and vesting of restricted stock	4	—	—	—	—	—	—
Stock-based compensation	—	—	601,075	—	—	—	601,075
Exercise of Warrants	30,000	3	239,700	—	—	—	239,703
Currency translation adjustment	—	—	—	2,214	—	—	2,214
Cancellation of non-controlling interests	—	—	481,220	—	—	5,393,108	5,874,328
Net loss	—	—	—	—	(1,649,843)	—	(1,649,843)
Balances September 30, 2024	874,949	\$ 6,406	\$ 163,468,322	\$ 74,146	\$ (160,543,887)	\$ —	\$ 3,004,987

The accompanying notes are an integral part of these condensed consolidated financial statements.

NUVVE HOLDING CORP. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY (continued)
(Unaudited)

	Common Stock		Additional Paid-in Capital	Accumulated Other Comprehensive Income (Loss)	Accumulated Deficit	Non-controlling Interests	Total
	Shares	Amount					
Balances December 31, 2022	606,804	\$ 2,427	\$144,073,505	\$ 76,182	\$ (116,956,528)	\$ (3,950,186)	\$ 23,245,400
Exercise of stock options and vesting of restricted stock	2,283	9	(9)	—	—	—	—
Stock-based compensation	—	—	1,414,183	—	—	—	1,414,183
Proceeds from Direct Offering, net of offering costs	13,587	54	469,946	—	—	—	470,000
Proceeds from common stock offering, net of offering costs	1,966	8	136,709	—	—	—	136,717
Currency translation adjustment	—	—	—	8,934	—	—	8,934
Preferred dividends - non-controlling interest	—	—	—	—	—	(69,292)	(69,292)
Accretion on redeemable non-controlling interests preferred shares	—	—	—	—	—	(161,466)	(161,466)
Net loss	—	—	—	—	(7,666,393)	6,288	(7,660,105)
Balances March 31, 2023	624,639	2,498	146,094,334	85,116	(124,622,921)	(4,174,656)	17,384,371
Exercise of stock options and vesting of restricted stock options	15,610	62	391,129	—	—	—	391,191
Stock-based compensation	—	—	1,069,188	—	—	—	1,069,188
Proceeds from Direct Offering, net of offering costs	107,768	432	1,876,760	—	—	—	1,877,192
Proceeds from common stock offering, net of offering costs	33,409	134	644,773	—	—	—	644,907
Currency translation adjustment	—	—	—	1,299	—	—	1,299
Preferred dividends - non-controlling interest	—	—	—	—	—	(70,678)	(70,678)
Accretion on redeemable non-controlling interests preferred shares	—	—	—	—	—	(161,466)	(161,466)
Net loss	—	—	—	—	(7,992,563)	8,466	(7,984,097)
Balances June 30, 2023	781,426	3,126	150,076,184	86,415	(132,615,484)	(4,398,334)	13,151,907
Exercise of stock options and vesting of restricted stock options	28,770	116	824,651	—	—	—	824,767
Stock-based compensation	—	—	1,097,016	—	—	—	1,097,016
Proceeds from Direct Offering, net of offering costs	—	—	—	—	—	—	—
Proceeds from common stock offering, net of offering costs	2,429	9	102,952	—	—	—	102,961
Currency translation adjustment	—	—	—	18,124	—	—	18,124
Preferred dividends - non-controlling interest	—	—	—	—	—	(72,092)	(72,092)
Accretion on redeemable non-controlling interests preferred shares	—	—	—	—	—	(161,466)	(161,466)
Net loss	—	—	—	—	(8,341,630)	8,285	(8,333,345)
Balances September 30, 2023	812,625	\$ 3,251	\$152,100,803	\$ 104,539	\$ (140,957,114)	\$ (4,623,607)	\$ 6,627,872

The accompanying notes are an integral part of these condensed consolidated financial statements.

NUVVE HOLDING CORP. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(Unaudited)

	Nine Months Ended September 30,	
	2024	2023
Operating activities		
Net loss	\$ (12,327,595)	\$ (23,977,547)
Adjustments to reconcile to net loss to net cash used in operating activities		
Depreciation and amortization	254,275	237,043
Stock-based compensation	1,991,884	3,197,471
Loss on disposal of asset	—	(1,088)
Amortization of discount on debt and promissory notes	24,167	—
Change in fair value of warrants liability	(2,642,424)	(144,609)
Change in fair value of derivative liability	3,626	(73,585)
Warrants issuance costs	305,065	—
Gains from sale of investments in equity securities	—	(325,155)
Noncash lease expense	223,892	355,133
Change in operating assets and liabilities		
Accounts receivable	56,361	(1,547,575)
Inventory	230,712	4,717,894
Prepaid expenses and other assets	728,999	304,031
Accounts payable	490,130	(705,658)
Due to customers	—	9,830,000
Accrued expenses and other liabilities	(1,524,707)	2,056,210
Deferred revenue	(57,207)	(122,797)
Net cash used in operating activities	<u>(12,242,822)</u>	<u>(6,200,232)</u>
Investing activities		
Purchase of property and equipment	(54,630)	(199,877)
Proceeds from sale of investments in equity securities	—	1,325,155
Net cash (used) provided in investing activities	<u>(54,630)</u>	<u>1,125,278</u>
Financing activities		
Proceeds from exercise of warrants	173,027	—
Proceeds from debt and promissory notes obligations	2,565,500	—
Repayment of debt and promissory notes obligations	(161,929)	—
Proceeds from Direct Offering of common stock, net of issuance costs	—	2,347,192
Proceeds from common stock offering, net of issuance costs	8,516,741	884,586
Payment of finance lease obligations	(7,816)	(5,375)
Net cash provided in financing activities	<u>11,085,523</u>	<u>3,226,403</u>
Effect of exchange rate on cash	2,514	(40,699)
Net decrease in cash and restricted cash	<u>(1,209,415)</u>	<u>(1,889,250)</u>
Cash and restricted cash at beginning of year	<u>2,014,660</u>	<u>16,233,896</u>
Cash and restricted cash at end of period	<u>\$ 805,245</u>	<u>\$ 14,344,646</u>
Supplemental Disclosure of cash information:		
Cash paid for interest	\$ 193,322	\$ —

The accompanying notes are an integral part of these condensed consolidated financial statements.

Note 1 – Organization and Description of Business

Description of Business

Nuvve Holding Corp., a Delaware corporation headquartered in San Diego, California (the “Company” or “Nuvve”), was founded on November 10, 2020 under the laws of the state of Delaware. On March 19, 2021, the Company (at the time known as NB Merger Corp.) acquired the outstanding shares of Nuvve Corporation (“Nuvve Corp.”), and the Company changed its name to Nuvve Holding Corp.

Reverse Stock Splits

At the Company’s Special Meeting of Stockholders held on January 5, 2024, the Company’s stockholders approved a proposal to authorize a reverse stock split of the Company’s common stock, at a ratio within the range of 1-for-2 to 1-for-40. The Board approved a 1-for-40 reverse split ratio, and on January 19, 2024, the Company filed a Certificate of Amendment to the Amended and Restated Certificate of Incorporation of the Company with the Secretary of State of the State of Delaware to effect the reverse split effective January 19, 2024 (the “January 2024 Reverse Stock Split”).

Additionally, at the Company’s Annual Meeting of Stockholders held on September 9, 2024, the Company’s stockholders approved a proposal to authorize a reverse stock split of the Company’s common stock, at a ratio within the range of 1-for-2 to 1-for-10. The Board approved a 1-for-10 reverse split ratio, and on September 16, 2024, the Company filed a Certificate of Amendment to the Amended and Restated Certificate of Incorporation of the Company with the Secretary of State of the State of Delaware to effect the reverse split effective September 17, 2024 (the “September 2024 Reverse Stock Split” and together with the January 2024 Reverse Stock Split, the “Reverse Stock Splits”).

The Reverse Stock Splits were also applicable to the Company’s outstanding warrants, stock options and restricted stock units. The number of shares of common stock into which these outstanding securities are convertible or exercisable were adjusted proportionately as a result of the Reverse Stock Splits. The exercise prices of any outstanding warrants or stock options were also proportionately adjusted in accordance with the terms of those securities and the Company’s equity incentive plans. The Reverse Stock Splits did not affect the number of authorized shares of the Company’s common stock or the par value of the common stock. All issued and outstanding common stock, options to purchase common stock, warrants to purchase common stock and per share amounts contained in the condensed consolidated financial statement have been retroactively adjusted to reflect each of the January 2024 Reverse Stock Split and the September 2024 Reverse Stock Split for all periods presented.

Structure of the Company

Nuvve has three wholly owned subsidiaries, Nuvve Corp., Nuvve CPO Inc. and Nuvve Pennsylvania LLC. Nuvve Corp. has four wholly owned subsidiaries or branches: (1) Nuvve Denmark ApS, (“Nuvve Denmark”), a company registered in Denmark, (2) Nuvve SaS, a company registered in France as a branch of Nuvve Corp, (3) Nuvve KK (Nuvve Japan), a company registered in Japan, and (4) Nuvve LTD, a company registered in United Kingdom. Nuvve Norway, a company registered in Norway is a branch of Nuvve Denmark. Nuvve CPO Inc., or Nuvve Charge Point Operator, was established in August 2024 to support the deployment and ongoing support of the Company’s customers charging station networks.

On August 4, 2021, the Company formed Levo Mobility LLC, a Delaware limited liability company (“Levo”), with Stonepeak Rocket Holdings LP, a Delaware limited partnership (“Stonepeak”), and Evolve Transition Infrastructure LP, a Delaware limited partnership (“Evolve”). Levo is a consolidated entity of the Company. Please see [Note 2](#) for the principles of consolidation.

Levo

Levo is a sustainable infrastructure company focused on rapidly advancing the electrification of transportation by funding vehicle-to-grid (“V2G”) enabled Electric Vehicle (“EV”) fleet deployments. Levo utilizes Nuvve’s V2G technology and conditional capital contribution commitments from Stonepeak and Evolve to offer Fleet-as-a-Service (“FaaS”) for school buses, last-mile delivery, ride hailing and ride sharing, municipal services, and more to eliminate the primary barriers to EV fleet adoption including large upfront capital investments and lack of expertise in securing and managing EVs and associated charging infrastructure.

Levo’s turnkey solution simplifies and streamlines electrification, can lower the total cost of EV operation for fleet owners, and supports the grid when the EVs are not in use. For a fixed monthly payment with no upfront cost, Levo will provide the EVs,

NUVVE HOLDING CORP. AND SUBSIDIARIES
NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

such as electric school buses, charging infrastructure powered by Nuvve's V2G platform, EV and charging station maintenance, energy management, and technical advice.

Levo focuses on electrifying school buses, providing associated charging infrastructure, and delivering V2G services to enable safer and healthier transportation for children while supporting carbon dioxide emission reduction, renewable energy integration, and improved grid resiliency.

Stonepeak and Evolve conditional capital contribution commitments expired on August 4, 2024. On October 15, 2024 (the "Closing Date" or "Closing"), the Company, Stonepeak, and Evolve entered into a Limited Liability Company Interest Sale Agreement (the "Sale Agreement"), pursuant to which Stonepeak and Evolve sold their combined 49% membership interest in Levo to the Company for a *de minimis* price.

As a result of the Closing, the Company became the 100% owner of Levo. The Sale Agreement contains customary representations, warranties, and covenants.

Deep Impact

On August 16, 2024, the Company, Nuvve CPO, and WISE EV-LLC ("WISE"), entered into the definitive agreements to form Deep Impact 1 LLC, a Delaware limited liability company ("Deep Impact") in which the Company holds a 51% equity interest by way of Nuvve CPO, and in which WISE holds a 49% equity interest. Deep Impact is an entity formed for the principal purpose of operation, installation, maintenance of electric vehicle chargers and other related activities and services created as a business venture between the Company, Nuvve CPO and Wise.

In connection with the Deep Impact, Nuvve CPO, WISE and Deep Impact entered into a Contribution and Unit Purchase Agreement (the "Contribution Agreement"), pursuant to which Nuvve CPO and WISE agreed to contribute \$51 and \$49, respectively to the Deep Impact, and to provide certain services pursuant to separate services agreements to Deep Impact. For such contributions and the services, Nuvve CPO received 51 membership units in Deep Impact, equal to a 51% equity interest, and WISE received 49 membership units in Deep Impact, equal to a 49% equity interest.

Note 2 – Summary of Significant Accounting Policies

For a detailed discussion about the Company's significant accounting policies, see Note 2, "*Summary of Significant Accounting Policies*," in the Notes to Consolidated Financial Statements included in the Company's Annual Report on Form 10-K for the year ended December 31, 2023 (the "2023 Form 10-K").

During the nine months ended September 30, 2024, there were no significant updates made to the Company's significant accounting policies.

Basis of Presentation

The accompanying (i) unaudited condensed consolidated balance sheet as of December 31, 2023, which has been derived from audited financial statements, and (ii) unaudited interim condensed consolidated financial statements have been prepared in accordance pursuant to the rules and regulations of the Securities and Exchange Commission ("SEC") regarding interim financial reporting. Certain information and note disclosures normally included in annual financial statements prepared in accordance with generally accepted accounting principles in the United States of America ("U.S. GAAP") have been condensed or omitted pursuant to those rules and regulations, although the Company believes that the disclosures made are adequate to make the information not misleading. Therefore, it is recommended that these unaudited condensed consolidated financial statements should be read in conjunction with the audited consolidated financial statements and notes in the 2023 Form 10-K, filed with the SEC on March 28, 2024.

In the opinion of management, the accompanying unaudited condensed consolidated financial statements reflect all normal recurring adjustments necessary to present fairly the financial position, results of operations, comprehensive loss, cash flows, and total equity for the interim periods, but are not necessarily indicative of the results to be anticipated for the full year 2024 or any future period.

In accordance with the related Going Concern accounting standards, the Company has evaluated whether there are conditions and events, considered in the aggregate, that raise substantial doubt about its ability to continue as a going concern within one year after the consolidated financial statements are issued. Since inception, the Company has incurred recurring losses and negative cash flows from operations and has an accumulated deficit of \$160.5 million and \$148.2 million as of September 30, 2024 and December 31, 2023, respectively. The Company incurred operating losses of approximately \$14.8 million as of the nine months ended September 30, 2024, and \$32.1 million and \$36.9 million for the years ended December 31, 2023, and 2022, respectively. The Company's cash used in operations were \$12.2 million for the nine months ended September 30, 2024, and \$21.3 million and \$34.1 million for the years ended December 31, 2023, and 2022, respectively. As of September 30, 2024, the Company had a cash balance, working capital, and total equity of \$0.3 million, \$1.3 million and \$3.0 million, respectively. The Company continues to expect to generate operating losses and negative cash flows and will need additional funding to support its planned operating activities through profitability. The transition to profitability is dependent upon the successful expanded commercialization of the Company's GIVe platform and the achievement of a level of revenues adequate to support its cost structure.

Management plans to fund current operations through increased revenues and raising additional capital. Management's expectations with respect to the Company's ability to fund current planned operations is based on estimates that are subject to risks and uncertainties. There is an inherent risk that the Company may not achieve such financial projections and if so, cash outflows could be higher than currently anticipated. However, as such, plans are not solely within management's control, management cannot conclude as of the date of this filing that the plans are probable of being successfully implemented and as such has concluded that substantial doubt exists about the Company's ability to continue as a going concern for twelve months from the date of issuance of our financial statements.

The condensed consolidated financial statements do not include any adjustments relating to the recoverability and classification of recorded asset amounts or the amounts and classification of liabilities that might result from the outcome of this uncertainty.

Principles of Consolidation

The condensed consolidated financial statements include the accounts and operations of the Company, its wholly owned subsidiaries and its consolidated variable interest entity. All intercompany accounts and transactions have been eliminated upon consolidation.

Variable Interest Entities

Pursuant to the consolidation guidance, the Company first evaluates whether it holds a variable interest in an entity in which it has a financial relationship and, if so, whether or not that entity is a variable interest entity ("VIE"). A VIE is an entity with insufficient equity at risk for the entity to finance its activities without additional subordinated financial support or in which equity investors lack the characteristics of a controlling financial interest. If an entity is determined to be a VIE, the Company evaluates whether the Company is the primary beneficiary. The primary beneficiary analysis is a qualitative analysis based on power and economics. The Company concludes that it is the primary beneficiary and consolidates the VIE if the Company has both (i) the power to direct the activities of the VIE that most significantly influence the VIE's economic performance, and (ii) the obligation to absorb losses of, or the right to receive benefits from, the VIE that could potentially be significant to the VIE.

The Company formed Levo with Stonepeak and Evolve, in which the Company owns 51% of Levo's common units. The Company had determined that Levo was a VIE in which the Company was the primary beneficiary. Accordingly, the Company consolidated Levo and recorded a non-controlling interest for the share of the entity owned by Stonepeak and Evolve. On October 15, 2024, the Company, Stonepeak, and Evolve entered into a Limited Liability Company Interest Sale Agreement, pursuant to which Stonepeak and Evolve sold their combined 49% membership interest in Levo to the Company for a *de minimis* price.

In connection with, and pursuant to Stonepeak and Evolve's sale of their combined interest in Levo to the Company ([See Note 1](#)), the Company became the 100% owner of Levo.

The Company formed Deep Impact with Nuvve CPO and WISE, in which the Company owned 51% of Deep Impact's common units. The Company has determined that Deep Impact is a VIE in which the Company is the primary beneficiary. Accordingly, the Company consolidates Deep Impact and records a non-controlling interest for the share of the entity owned by WISE.

Assets and Liabilities of Consolidated VIEs

The Company's condensed consolidated financial statements include the assets, liabilities and results of operations of VIEs for which the Company is the primary beneficiary. The other equity holders' interests are reflected in "Net income (loss) attributable to non-controlling interests" in the condensed consolidated statements of operations and "Non-controlling interests" in the condensed consolidated balance sheets. See [Note 19](#) for details of non-controlling interests.

The creditors of the consolidated VIE do not have recourse to the Company other than to the assets of the consolidated VIE. The following table summarizes the carrying amounts of the Company's VIE assets and liabilities included in the Company's condensed consolidated balance sheets at September 30, 2024 and December 31, 2023:

	<u>September 30, 2024</u>	<u>December 31, 2023</u>
Assets		
Cash	\$ 10,477	\$ 27,337
Intercompany loan receivable	\$ 830,000	—
Prepaid expenses and other current assets	—	1,363
Total Assets	\$ 840,477	\$ 28,700
Liabilities		
Accounts payable	\$ —	\$ 8,380
Accrued expenses and dividend payable	—	620,421
Promissory notes	847,446	—
Derivative liability - non-controlling redeemable preferred shares	—	309,728
Total Liabilities	\$ 847,446	\$ 938,529

Redeemable Non-Controlling Interest - Mezzanine Equity

Redeemable non-controlling interest represents the shares of the preferred stock issued by Levo to Stonepeak and Evolve (the "preferred shareholders"), who own 49% of Levo common units. The preferred stock is not mandatorily redeemable or currently redeemable, but it could be redeemable with the passage of time at the election of Levo, the preferred shareholders or a triggering event as defined in the preferred stock agreement. As a result of the contingent put right available to the preferred

shareholders, the redeemable non-controlling interests in Levo are classified as mezzanine equity in the Company's unaudited condensed consolidated balance sheets. The initial carrying value of the redeemable non-controlling interest is reported at the initial proceeds received on issuance date, reduced by the fair value of embedded derivatives resulting in an adjusted initial carrying value. The adjusted initial carrying value is further adjusted for the accretion of the difference with the redemption price value using the effective interest method. The accretion amount is a deemed dividend recorded against retained earnings or, in its absence, to additional paid-in-capital. The carrying amount of the redeemable non-controlling interest is measured at the higher of the carrying amount adjusted each reporting period for income (or loss) attributable to the non-controlling interest, or the carrying amount adjusted each reporting period by the accretion amount. See [Note 19](#) for details.

In connection with, and pursuant to Stonepeak and Evolve sale of their combined interest in Levo to the Company ([See Note 1](#)), the Company became the 100% owner of Levo. As result, the redeemable non-controlling interest, the redeemable preferred stock, including the accumulated unpaid accrued preferred dividends, were cancelled as of September 30, 2024.

Non-controlling interests

The Company presents non-controlling interests as a component of equity on its condensed consolidated balance sheets and reports the portion of its earnings or loss for non-controlling interest as net earnings or loss attributable to non-controlling interests in the condensed consolidated statements of operations.

Emerging Growth Company

Section 102(b)(1) of the Jumpstart Our Business Startups Act of 2012 (the "JOBS Act") permits emerging growth companies ("EGC") to delay complying with new or revised financial accounting standards that do not yet apply to private companies (that is, those that have not had a Securities Act registration statement declared effective or do not have a class of securities registered under the Exchange Act). The Company qualifies as an EGC. The JOBS Act provides that an EGC can elect to opt-out of the extended transition period and comply with the requirements that apply to non-EGCs, but any such election to opt-out is irrevocable. The Company has elected not to opt-out of such an extended transition period, which means that when a standard is issued or revised and it has different application dates for public or private companies, the Company, as an EGC, can adopt the new or revised standard at the time private companies adopt the new or revised standard. This different adoption timing may make a comparison of the Company's financial statements with another public company, which is neither an EGC nor an EGC that has opted out of using the extended transition period, difficult or impossible because of the potential differences in accounting standards used.

Use of Estimates

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that may affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Significant estimates and assumptions made by management include the impairment of intangible assets, the net realizable value of inventory, the fair value of share-based payments, lease incremental borrowing rate, derivative liability associated with redeemable preferred shares, revenue recognition, the fair value of warrants, annual bonus accrual, and the recognition and disclosure of contingent liabilities.

Management evaluates its estimates on an ongoing basis. Actual results could materially vary from those estimates.

Cash and Restricted Cash

The Company maintains cash balances that can, at times, exceed amounts insured by the Federal Deposit Insurance Corporation, which is up to \$250,000. The Company has not experienced any losses in these accounts and believes it is not exposed to any significant credit risk in this area. In connection with a new office lease agreement, the Company was required to provide an irrevocable, unconditional letter of credit to the landlord upon execution of the lease. The amount securing the letter of credit was recorded as restricted cash as of September 30, 2024 and December 31, 2023 was \$480,000.

Concentrations of Credit Risk

At September 30, 2024 and December 31, 2023, the financial instruments which potentially expose the Company to concentration of credit risk consist of cash in financial institutions (in excess of federally insured limits) and trade receivables.

The Company had certain customers whose revenue individually represented 10% or more of the Company's total revenue, or whose accounts receivable balances individually represented 10% or more of the Company's total accounts receivable, as follows:

For the three and nine months ended September 30, 2024 three customers accounted for 60.5% and 35.7% of revenue, respectively. For the three and nine months ended September 30, 2023 two customers and one customer accounted for 62.2% and 30.9% of revenue, respectively.

During the three and nine months ended September 30, 2024, the Company's top five customers accounted for approximately 72.3% and 49.2% of the Company's total revenue, respectively. During the three and nine months ended September 30, 2023, the Company's top five customers accounted for approximately 74.3% and 46.2% of the Company's total revenue, respectively.

At September 30, 2024, three customers accounted for 56.6% of accounts receivable. At December 31, 2023, three customers accounted for 60.9% of accounts receivable.

Approximately 68.2% and 74.0% of the Company's trade accounts receivable balance was with five customers at September 30, 2024 and December 31, 2023, respectively. The Company estimates its maximum credit risk for accounts receivable at the amount recorded on the balance sheet. The trade accounts receivables are generally short-term and all probable bad debt losses have been appropriately considered in establishing the allowance for doubtful accounts.

Recently adopted accounting pronouncements

None Applicable

Recently issued accounting pronouncements not yet adopted

In November 2023, the FASB issued ASU 2023-07, *Segment Reporting (Topic 280) Improvements to Reportable Segment Disclosures*. ASU 2023-07 requires disclosure of significant segment expenses that are regularly provided to the chief operating decision maker ("CODM") and included within each reported measure of segment profit or loss, an amount and description of its composition for other segment items to reconcile to segment profit or loss, and the title and position of the Company's CODM. The amendments in this update also provide new segment disclosure requirements for entities with a single reportable segment, and expand the interim segment disclosure requirements. ASU 2023-07 is effective for the fiscal year ending December 31, 2024 and for the Company's interim periods beginning with the first quarter ended 2025. Early adoption is permitted and the amendments in this update are required to be applied on a retrospective basis. The Company is currently evaluating the impact of this guidance on its consolidated financial statements.

In December 2023, the FASB issued ASU 2023-09, *Income Taxes (Topic 740) Improvements to Income Tax Disclosures*. ASU 2023-09 requires disclosure of disaggregated income taxes paid in both U.S. and foreign jurisdictions, prescribes standard categories for the components of the effective tax rate reconciliation and modifies other income tax-related disclosures. ASU 2023-09 is effective for the Company's fiscal year ending December 31, 2025. Early adoption is permitted and the amendments in this update should be applied on a prospective basis, though retrospective adoption is permitted. The Company is currently evaluating the impact of this guidance on its consolidated financial statements.

Note 3 – Revenue Recognition

The disclosures below discuss the Company’s material revenue contracts.

The following table provides information regarding disaggregated revenue:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2024	2023	2024	2023
Revenue recognized over time:				
Services - engineering and others	\$ 1,111,863	\$ 301,656	\$ 1,478,363	\$ 931,853
Grid services	153,636	564,821	308,574	788,409
Grants	108,885	73,563	323,722	219,082
Revenue recognized at point in time:				
Products	543,834	1,772,532	1,389,495	4,748,141
Total revenue	\$ 1,918,218	\$ 2,712,572	\$ 3,500,154	\$ 6,687,485

The aggregate amount of revenue for the Company’s existing contracts and grants with customers as of September 30, 2024 expected to be recognized in the future, and classified as deferred revenue on the condensed consolidated balance sheet, for year ended December 31, is as follows (this disclosure does not include revenue related to contracts whose original expected duration is one year or less):

2024 (remaining three months)	110,093
2025	479,103
2026	137,605
2027	115,116
Thereafter	122,864
Total (1)	\$ 964,781

(1) The revenue recognition is subject to the completion of construction and commissioning of the EV infrastructure.

The Company operates in a single business segment, which is the EV V2G Charging segment. The following table summarizes the Company’s revenues by geography:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2024	2023	2024	2023
Revenues:				
United States	\$ 1,814,904	\$ 2,552,138	\$ 3,316,968	\$ 6,290,200
United Kingdom	—	—	—	33,047
Denmark	103,314	160,434	183,186	364,238
	\$ 1,918,218	\$ 2,712,572	\$ 3,500,154	\$ 6,687,485

The following table summarizes the Company’s intangible assets and property, plant and equipment in different geographic locations:

	September 30,	December 31,
	2024	2023
Long-lived assets:		
United States	\$ 1,577,709	\$ 1,741,009
United Kingdom	1,901	2,894
Denmark	189,212	224,564
	\$ 1,768,822	\$ 1,968,467

NUVVE HOLDING CORP. AND SUBSIDIARIES
NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

Note 4 – Fair Value Measurements

The following are the liabilities measured at fair value on the condensed consolidated balance sheet at September 30, 2024 and December 31, 2023 using quoted price in active markets for identical assets (Level 1); significant other observable inputs (Level 2); and significant unobservable inputs (Level 3):

	Level 1: Quoted Prices in Active Markets for Identical Assets	Level 2: Significant Other Observable Inputs	Level 3: Significant Unobservable Inputs	Total at September 30, 2024	Total Gains (Losses) For The Three Months Ended September 30, 2024	Total Gains (Losses) For The Nine Months Ended September 30, 2024
Recurring fair value measurements						
Private warrants - February 2020	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —
Private warrants - July 2024	\$ —	\$ —	\$ 159,000	\$ 159,000	\$ 80,673	\$ 80,673
Stonepeak and Evolve unvested warrants	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —
2022 July Institutional/Accredited Investor warrants	\$ —	\$ —	\$ —	\$ —	\$ —	\$ 4,621
2024 February Institutional/Accredited Investor warrants	\$ —	\$ —	\$ 755,841	\$ 755,841	\$ 728,663	\$ 3,036,476
Derivative liability - non-controlling redeemable preferred shares	\$ —	\$ —	\$ —	\$ —	\$ —	\$ (3,626)
Total recurring fair value measurements	\$ —	\$ —	\$ 914,841	\$ 914,841	\$ 809,336	\$ 3,118,144

	Level 1: Quoted Prices in Active Markets for Identical Assets	Level 2: Significant Other Observable Inputs	Level 3: Significant Unobservable Inputs	Total at December 31, 2023	Total Gains (Losses) For The Three Months Ended September 30, 2023	Total Gains (Losses) For The Nine Months Ended September 30, 2023
Recurring fair value measurements						
Private warrants - February 2020	\$ —	\$ —	\$ —	\$ —	\$ 212	\$ 1,996
Stonepeak and Evolve unvested warrants	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —
2022 July Institutional/Accredited Investor warrants	\$ —	\$ —	\$ 4,621	\$ 4,621	\$ 214,361	\$ 142,613
Derivative liability - non-controlling redeemable preferred shares	\$ —	\$ —	\$ 309,728	\$ 309,728	\$ 67,366	\$ 73,585
Total recurring fair value measurements	\$ —	\$ —	\$ 314,349	\$ 314,349	\$ 281,939	\$ 218,194

The following is a reconciliation of the opening and closing balances for the liabilities related to the warrants (Note 12) and derivative liability - non-controlling redeemable preferred shares measured at fair value on a recurring basis using significant unobservable inputs (Level 3) during the three and nine months ended September 30, 2024:

	Private warrants - February 2020	Private warrants - July 2024	Stonepeak and Evolve unvested warrants	2022 July Institutional/Accredited Investor warrants	2024 February Institutional/Accredited Investor warrants	Non-controlling redeemable preferred shares - derivative liability
Balance at December 31, 2023	\$ —	\$ —	\$ —	\$ 4,621	\$ —	\$ 309,728
Initial fair value	—	—	—	—	3,792,317	—
Total (gains) losses for period included in earnings	—	—	—	(4,619)	(723,043)	11,533
Balance at March 31, 2024	—	—	—	3	3,069,274	321,261
Total (gains) losses for period included in earnings	—	—	—	(3)	(1,584,770)	(7,907)
Balance at June 30, 2024	—	—	—	—	1,484,504	313,354
Initial fair value	—	479,346	—	—	—	—
Exercise warrants	—	(239,673)	—	—	—	—
Cancelled - non-controlling redeemable preferred shares	—	—	—	—	—	(313,354)
Total (gains) losses for period included in earnings	—	(80,673)	—	—	(728,663)	—
Balance at September 30, 2024	\$ —	\$ 159,000	\$ —	\$ —	\$ 755,841	\$ —

NUVVE HOLDING CORP. AND SUBSIDIARIES
NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

The fair value of the level 3 Private Warrants - February 2020 was estimated at September 30, 2024 using the Black-Scholes model which used the following inputs: term of 1.72 years, risk free rate of 4.82%, no dividends, volatility of 46.0%, and strike price of \$4,600.00.

The fair value of the level 3 Private Warrants - February 2020 was estimated at December 31, 2023 using the Black-Scholes model which used the following inputs: term of 2.22 years, risk free rate of 4.20%, no dividends, volatility of 60.0%, and strike price of \$4,600.00.

The fair value of the level 3 Private Warrants - July 2024 was estimated at September 30, 2024 using the Black-Scholes model which used the following inputs: term of 4.98 years, risk free rate of 4.64%, no dividends, volatility of 58.98%, and strike price of \$0.0010.

The fair value of the level 3 2022 July Institutional/Accredited Investor warrants was estimated at September 30, 2024 using the Black-Scholes model which used the following inputs: term of 3.60 years, risk free rate of 4.47%, no dividends, volatility of 57.0%, common stock price of \$8.00, and strike price of \$1,500.00.

The fair value of the level 3 2022 July Institutional/Accredited Investor warrants was estimated at December 31, 2023 using the Black-Scholes model which used the following inputs: term of 4.10 years, risk free rate of 3.92%, no dividends, volatility of 63.0%, common stock price of \$1.20, and strike price of \$1,500.00.

The fair value of the level 3 2024 February Institutional/Accredited Investor warrants was estimated at September 30, 2024 using the Black-Scholes model which used the following inputs: term of 4.35 years, risk free rate of 3.58%, no dividends, volatility of 101.0%, common stock price of \$5.33, and strike price of \$20.00.

The following table presents the significant unobservable inputs and valuation methodologies used for the Company's fair value measurements of non-recurring (level 3) Stonepeak and Evolve unvested warrants at September 30, 2024:

	Series C Unvested Warrants	Series D Unvested Warrants	Series E Unvested Warrants	Series F Unvested Warrants
Fair value (in millions)	\$—	\$—	\$—	\$—
Valuation methodology	Monte Carlo Simulation & Black Scholes	Monte Carlo Simulation & Black Scholes	Monte Carlo Simulation & Black Scholes	Monte Carlo Simulation & Black Scholes
Capital expenditure forecast (in millions)	\$—	\$—	\$—	\$—
Probability of warrants vesting (a)	—%	—%	—%	—%

(a) During the second quarter ended June 30, 2022, the Company significantly lowered its forecast of Levo's capital deployments due to the passage by the United States Congress of the Infrastructure Investment and Jobs Act bill, and the related unveiling of the Environmental Protection Agency's 2022 Clean School Bus rebates. The resulting lower forecast of capital deployments reduced the probabilities of the future vesting of the unvested warrants. Therefore, at September 30, 2024, the Company has determined that it is unlikely that the unvested warrants will vest.

The following table presents the significant unobservable inputs and valuation methodologies used for the Company's fair value measurements of non-recurring (level 3) Stonepeak and Evolve unvested warrants at December 31, 2023:

	Series C Unvested Warrants	Series D Unvested Warrants	Series E Unvested Warrants	Series F Unvested Warrants
Fair value (in millions)	\$—	\$—	\$—	\$—
Valuation methodology	Monte Carlo Simulation & Black Scholes	Monte Carlo Simulation & Black Scholes	Monte Carlo Simulation & Black Scholes	Monte Carlo Simulation & Black Scholes
Capital expenditure forecast (in millions)	\$—	\$—	\$—	\$—
Probability of warrants vesting (a)	—%	—%	—%	—%

(a) During the second quarter ended June 30, 2022, the Company significantly lowered its forecast of Levo's capital deployments due to the passage by the United States Congress of the Infrastructure Investment and Jobs Act bill, and the related unveiling of the Environmental Protection Agency's 2022 Clean School Bus rebates. The resulting lower forecast of capital deployments reduced the probabilities of the future vesting of the unvested warrants. Therefore, at December 31, 2023, the Company has determined that it is unlikely that the unvested warrants will vest.

NUVVE HOLDING CORP. AND SUBSIDIARIES
NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

The fair value balance of the level 3 derivative liability - non-controlling redeemable preferred shares was written-off as the preferred shares were cancelled at September 30, 2024 as a result of the Company becoming the 100% owner of Levo ([See Note 1](#)).

The fair value of the level 3 derivative liability - non-controlling redeemable preferred shares are estimated at December 31, 2023 using the Monte Carlo Simulation model which used the following inputs: terms range from 0.60 years to 7.0 years, risk free rate of 3.9%, no dividends, volatility of 79.0% and probability of redemptions triggered of 75.0%.

There were no transfers between Level 1 and Level 2 of the fair value hierarchy in 2024 and 2023.

Cash, accounts receivable, accounts payable, and accrued expenses are generally carried on the cost basis, which management believes approximates fair value due to the short-term maturity of these instruments.

Note 5 - Derivative Liability - Non-Controlling Redeemable Preferred Stock

The Company has determined that the redemption features embedded in the non-controlling redeemable preferred stock is required to be accounted for separately from the redeemable preferred stock as a derivative liability. Separation of the redemption features as a derivative liability is required because its economic characteristics and risks are considered more akin to a debt instrument, and therefore, not considered to be clearly and closely related to the economic characteristics of the redeemable preferred stock. The economic characteristics of the redemption features are considered more akin to a debt instrument because the minimum redemption value could be greater than the face amount, the redemption features are contingently exercisable, and the shares carry a fixed mandatory dividend.

Accordingly, the Company has recorded an embedded derivative liability representing the estimated fair value of the right of the holders to exercise their redemption option upon the occurrence of a redemption event. The embedded derivative liability is adjusted to reflect fair value at each period end with changes in fair value recorded in the "Change in fair value of derivative liability" financial statement line item of the Company's condensed consolidated statements of operations. For additional information on the non-controlling redeemable preferred stock, see [Note 19](#).

The following table displays the fair value of derivatives by balance sheet line item:

	September 30, 2024	December 31, 2023
Derivative liability - non-controlling redeemable preferred shares	\$ —	\$ 309,728

The fair value balance of the level 3 derivative liability - non-controlling redeemable preferred shares was written-off as the preferred shares were cancelled at September 30, 2024 as a result of the Company becoming the 100% owner of Levo ([See Note 1](#)).

Note 6 – Investments

The Company accounts for its 13% equity ownership in Dreev as an investment in equity securities without a readily determinable fair value subject to impairment. The Company has a consulting services agreement with Dreev related to software development and operations. The consulting services were zero for the three and nine months ended September 30, 2024. The consulting services were zero and \$43,399 for the three and nine months ended September 30, 2023, respectively. The consulting services are being provided to Dreev at the Company's cost and is recognized as other income, net in the condensed consolidated statements of operations.

NUVVE HOLDING CORP. AND SUBSIDIARIES
NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

Note 7 – Account Receivables, Net

The following tables summarizes the Company's accounts receivable:

	September 30, 2024	December 31, 2023
Trade receivables	\$ 1,985,009	\$ 2,107,497
Less: allowance for credit losses	(316,471)	(382,598)
Accounts receivable, net	<u>\$ 1,668,538</u>	<u>\$ 1,724,899</u>
Allowance for credit losses:		
Balance December 31, 2023	\$ (382,598)	
Provision	(41,930)	
Write-off	—	
Recoveries	108,057	
Balance at September 30, 2024	<u>\$ (316,471)</u>	

Note 8 – Inventories

The following table summarizes the Company's inventories balance by category:

	September 30, 2024	December 31, 2023
DC Chargers	\$ 5,024,500	\$ 5,275,934
AC Chargers	490,629	236,316
Component parts and Carbon Credit	143,612	377,203
Total	<u>\$ 5,658,741</u>	<u>\$ 5,889,453</u>

Note 9 – Property, Plant and Equipment

The following table summarizes the Company's property, plant and equipment balance:

	Useful Lives			September 30, 2024	December 31, 2023
Computers & Servers	1 year	to	3 years	\$ 170,044	\$ 154,337
Vehicles	5 years	to	7 years	65,614	65,577
Office furniture and equipment	3 years	to	5 years	366,323	366,323
Test units and loaned chargers (1)	5 years	to	7 years	642,040	598,820
Total				<u>1,244,022</u>	<u>1,185,057</u>
Less: Accumulated Depreciation				(572,825)	(418,793)
Property, plant and equipment, net				<u>\$ 671,197</u>	<u>\$ 766,264</u>

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2024	2023	2024	2023
Depreciation expense	\$ 48,963	\$ 35,936	\$ 151,847	\$ 132,465

(1) Represents DC Chargers temporary loaned out to customers while their DC Chargers are being repaired.

NUVVE HOLDING CORP. AND SUBSIDIARIES
NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

Note 10 – Intangible Assets

At both September 30, 2024 and December 31, 2023, the Company had recorded a gross intangible asset balance of \$2,091,556, which is related to patent and intangible property rights acquired. Amortization expense of intangible assets was \$34,860 for each of the three months ended September 30, 2024 and 2023. Amortization expense of intangible assets was \$104,578 for each of the nine months ended September 30, 2024 and 2023. Accumulated amortization totaled \$993,931 and \$889,353 at September 30, 2024 and December 31, 2023, respectively.

The net amount of intangible assets of \$1,097,625 at September 30, 2024, will be amortized over the weighted average remaining life of 8.1 years.

Total estimated future amortization expense is as follows:

2024 (remaining three months)	\$	34,859
2025		139,437
2026		137,770
2027		132,770
2028		132,770
Thereafter		520,019
	<u>\$</u>	<u>1,097,625</u>

NUVVE HOLDING CORP. AND SUBSIDIARIES
NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

Note 11 – Debt

The following is a summary of debt as of September 30, 2024 and December 31, 2023:

	September 30, 2024	December 31, 2023
Term loan	\$ 902,242	\$ —
Promissory Notes - August 16, 2024	847,446	—
Promissory Notes - August 27, 2024	504,375	—
Senior Convertible Notes - October 2024	250,000	—
Total outstanding principal balance	2,504,063	—
Less: unamortized debt issuance costs and discounts	(75,833)	—
Total debt	2,428,230	—
Less: current portion of long-term debt	2,328,230	—
Long-term debt, net of current portion	\$ 100,000	\$ —

As of September 30, 2024, the total future maturities of the principal amounts of the debt obligations are as follows:

2024 (remaining three months)	\$ 1,749,261
2025	617,302
2026	61,667
Thereafter	—
	<u>2,428,230</u>

Term Loan

On August 9, 2024, the Company entered into a Subordinated Business Loan and Security Agreement ("Term Loan") with Agile Lending, LLC, as lender, and Agile Capital Funding, LLC, as collateral agent. The Term Loan is a short-term, thirty-week, fixed interest rate obligation. Principal and interest on the Term Loan are payable in arrears weekly. The Term Loan is secured by certain Company assets, and it is evidenced by a subordinated secured promissory note.

The Term Loan contains customary affirmative and negative covenants. Among other things, these covenants restrict the Company's ability to incur certain types or amounts of indebtedness, incur liens on certain assets, dispose of material assets, enter into certain restrictive agreements, or engage in certain transactions with affiliates. Additionally, the Term Loan contains customary default provisions including, but not limited to, failure to pay interest or principal when due.

The following is a summary description of the key terms of the Term Loan:

Debt	Debt Origination Date	Maturity	Principal Amount Borrowed	Carrying Value	Weighted Weekly Average Interest Rate	Weighted Annual Average Interest Rate
Term loan	8/9/2024	3/6/2025	\$ 1,000,000	838,072	2.96 %	153.90 %

Principal and interest payments of \$50,750 is due weekly on the Term Loan for thirty weeks effective August 9, 2024 to March 6, 2025, when the Term Loan is fully paid off. Total interest of \$522,501 is expected to be paid over the thirty-week loan period.

Interest expense paid on the Term Loan for the three and nine months ended September 30, 2024 was \$219,159. There was no interest expense on the Term Loan for the three and nine months ended September 30, 2023.

Promissory Notes - August 16, 2024

In connection with the formation of Deep Impact (see [Note 1](#)), Promissory Notes (each a “SPV Promissory Note”) with conversion option were issued to each of Gregory Poilasne and David Robson, the Chief Executive Officer and Chief Financial Officer of the Company (collectively, the “SPV Note Holders”), respectively, in exchange for up to an aggregate of \$1,500,000, to further support project costs in exchange for their investment into Deep Impact. Each SPV Promissory Note was issued with an original principal amount of \$750,000 (the “Principal Amount”). As of September 30, 2024, the Chief Executive Officer and Chief Financial Officer have funded \$610,500 and \$230,000, respectively, of the Promissory Notes.

The SPV Promissory Notes have a term of three years and bear interest at a rate of 17.5% per annum. The SPV Promissory Notes further provide that upon certain events of default, the SPV Note Holders shall have the option to convert the outstanding amounts on such SPV Promissory Notes for an aggregate of 101 membership units in Deep Impact, allocated pro rata to such Holder’s share of the aggregate outstanding principal amount under the SPV Promissory Notes. Additionally, pursuant to the Deep Impact governance documents, the SPV Note Holders will be entitled to a share of the Deep Impact’s 25% of the operating cash flows in addition to the interest amounts payable under the SPV Promissory Notes.

Interest expense paid on the SPV Promissory Notes for the three and nine months ended September 30, 2024 was \$6,946. There was no interest expense on the SPV Promissory Notes for the three and nine months ended September 30, 2023.

Promissory Notes - August 27, 2024

On August 27, 2024, the Company issued promissory notes with conversion option to each of Gregory Poilasne and David Robson, the Chief Executive Officer and Chief Financial Officer of the Company, respectively, in exchange for an aggregate of \$500,000 (the “Nuvve Promissory Notes”). Each Nuvve Promissory Note was issued with an original Principal Amount of \$250,000. The Principal Amount of each Nuvve Promissory Note includes an original issue discount of \$12,500, or 5.0%. In exchange for the Nuvve Promissory Notes, each Holder paid a purchase price of \$237,500 (the “Non-OID Principal Amount”) in cash to the Company, for aggregate gross proceeds to the Company of \$475,000.

The Nuvve Promissory Notes accrue interest at a rate of 10.5% per annum, subject to an increase to 12.5% upon the occurrence of an event of default (as that term is defined in the Nuvve Promissory Notes), and have a maturity date of October 31, 2024 (the “Maturity Date”). Pursuant to the Nuvve Promissory Notes, all accrued and unpaid interest and principal amount are payable in cash on the Maturity Date. If the Company consummates a Change of Control (as such term is defined in the Nuvve Promissory Notes), the outstanding balance of the Nuvve Promissory Note plus any unpaid accrued interest will become immediately due and payable.

Upon the occurrence of an event of default, each Holder may at its option require all principal and unpaid accrued interest become immediately due and payable in full. Further, at any time after the occurrence of an event of default, each Holder may convert any outstanding principal and unpaid accrued interest under the Nuvve Promissory Notes into shares of the Company’s common stock, at a conversion price per share of \$0.492. The issuance of the Nuvve Promissory Notes was and, upon any conversion of the Nuvve Promissory Notes, the issuances of any conversion shares of common stock issued thereunder will be, exempt from registration under Section 4(a)(2) and/or Rule 506(b) of Regulation D as promulgated by the Securities and Exchange Commission under the Securities Act of 1933, as amended, as transactions by an issuer not involving any public offering.

The Nuvve Promissory Notes provides that, in the event currently outstanding security interests granted by the Company and its subsidiaries to certain lenders (the “Existing Security Interests”) are released at any time during which the Nuvve Promissory Notes are outstanding, the Company shall grant the Holders a security interest in substantially all of the Company’s assets. To the extent that the Existing Security Interests are not released prior to the Maturity Date or earlier termination of the Nuvve Promissory Notes, the Promissory Notes will remain unsecured.

Interest expense on the Nuvve Promissory Notes for the three and nine months ended September 30, 2024 was \$16,875. There was no interest expense paid on the Nuvve Promissory Notes for the three and nine months ended September 30, 2023.

Senior Convertible Notes - October 2024

In October 2024, the Company issued (i) senior convertible notes (the "October Notes") to certain accredited investors of the Company, pursuant to a securities purchase agreement, in exchange for an aggregate of \$3,750,000.01 of a principal amount, and (ii) accompany warrants to purchase shares of Common Stock (the "October Warrants"). The principal amount of the October Notes included an original issue discount of \$375,000, or 10.00%, with net cash proceed to the Company of \$3,375,000.01, which was funded on October 31, 2024.

The Company's the Chief Executive Officer, Mr. Poilanse, participated as an investor and was issued an October Note in the principal amount of \$250,000. The principal amount of the October Notes issued to Mr. Poilanse included an original issue discount of \$25,000, or 10.00% with a net cash proceed to the Company of \$225,000, which was funded on September 30, 2024.

The October Notes have a term of 18 months and bear interest at an effective rate of 8.00% per annum, and have a maturity date of March 31, 2026. Pursuant to the October Notes, all accrued and unpaid interest and principal amount are payable in cash on the maturity date. The October Notes are payable in 15 equal payments with the first payment starting on the fourth month after issuance of the October Notes. The holders of the October Notes have the option to convert any outstanding principal and unpaid accrued interest under the October Notes into shares of the Company's common stock, at a conversion price of \$3.402 per share.

In conjunction with the October Notes, the Company issued to the investors warrants to purchase an aggregate of 1,102,295 shares of Common Stock, representing 100.00% of the shares (the "Warrant Shares") of Common Stock that each October Note is convertible into as of the issuance of the October Notes, at an exercise price of \$3.78 per share (the "Exercise Price"), which was the most recent closing price of the Common Stock prior to the closing as reported by the Nasdaq Stock Market LLC ("Nasdaq").

The Warrants Shares are exercisable immediately and will expire five years after the date of issuance and may be exercised on a cashless basis in the event of a fundamental transaction involving the Company or if the resale of the shares of common stock underlying the Warrants Shares is not covered by an effective registration statement. The Exercise Price is subject to full ratchet antidilution protection, subject to certain price limitations required by Nasdaq rules and regulations and certain exceptions, upon any subsequent transaction at a price lower than the Exercise Price then in effect and standard adjustments in the event of certain events, such as stock splits, combinations, dividends, distributions, reclassifications, mergers or other corporate changes.

The foregoing descriptions of the October Notes and the Warrants are not complete and are qualified in their entirety by reference to the full text of such documents, which are filed as Exhibits 4.1, 4.2, 10.1 and 10.2, respectively, to this Quarterly Report on Form 10-Q.

Interest expense on the October Notes for the three and nine months ended September 30, 2024 was zero. There was no interest expense paid on the October Notes for the three and nine months ended September 30, 2023.

Note 12 – Stockholders' Equity (Deficit)

Reverse Stock Splits

The Reverse Stock Splits did not affect the number of authorized shares of the Company's common stock or the par value of the common stock. Following the January 2024 Reverse Stock Split's effectiveness on January 19, 2024, all references in the condensed consolidated financial statements to number of shares of common stock issued or outstanding, price per share and weighted average number of shares outstanding prior to the 1- for - 40 reverse split have been adjusted to reflect the stock split on a retroactive basis as of the earliest period presented.

Additionally, at the Company's Annual Meeting of Stockholders held on September 9, 2024, the Company's stockholders approved a proposal to authorize a reverse stock split of the Company's common stock, and the Board approved a 1-for-10 reverse split ratio for the September 2024 Reverse Stock Split, which became effective September 17, 2024. Therefore, in addition to the January Reverse Stock Split, following the September 2024 Reverse Stock Split's effectiveness on September 17, 2024, all references in the condensed consolidated financial statements to number of common shares issued or outstanding, price per share and weighted average number of shares outstanding prior to the 1- for - 10 September 2024 Reverse Stock Split have been adjusted to reflect the stock split on a retroactive basis as of the earliest period presented.

Authorized Shares

As of September 30, 2024, the Company has authorized two classes of stock, Common Stock, and Preferred Stock. The total number of shares of all classes of capital stock which the Company has authority to issue is 101,000,000, of which 100,000,000 authorized shares are Common Stock with a par value of \$0.0001 per share ("Common Stock"), and 1,000,000 authorized shares are Preferred Stock of the par value of \$0.0001 per share ("Preferred Stock"). Please see Note 11, "*Stockholders' Equity*," in the Notes to Consolidated Financial Statements included in the Company's 2023 Form 10-K for a detailed discussion of the Company's stockholders' equity.

February 2024 Public Offering

On January 31, 2024, the Company entered into an underwriting agreement (the "Underwriting Agreement") with Craig-Hallum Capital Group LLC ("Craig-Hallum") regarding an underwritten public offering of its securities (the "Offering"). The Offering was conducted pursuant to our Registration Statement on Form S-1 filed with the SEC, which was declared effective as of January 31, 2024. On February 2, 2024, the Company completed the Offering and received gross proceeds of approximately \$9.6 million prior to deducting underwriting discounts and commissions and offering expenses. Craig-Hallum received underwriting discounts and commissions equal to 7.0% of the gross proceeds of the Offering, and is further entitled to receive 7.0% of the gross proceeds received by the Company in connection with the exercise of any of the outstanding Series B Warrants issued in the Offering.

As noted above, on January 31, 2024, the Company entered into an Underwriting Agreement regarding the Offering which was comprised of the followings:

1. 303,500 shares of common stock;
2. 176,500 pre-funded warrants ("Pre-Funded Warrants") to purchase shares of common stock;
3. 480,000 Series A Warrants ("Series A Warrants") to purchase shares of common stock, with an initial exercise price of \$20.00 per share and a term of five years following the issuance date;
4. 480,000 Series B Warrants ("Series B Warrants") to purchase shares of common stock with an exercise price of \$20.00 per share and a term of nine months following the issuance date; and
5. 480,000 Series C Warrants ("Series C Warrants") to purchase shares of common stock with an exercise price of \$20.00 per share and a term of five years following the issuance date, subject to early expiration as described below.

Each share of common stock and Pre-Funded Warrant issued in the Offering was accompanied by a Series A Warrant to purchase one share of common stock, a Series B Warrant to purchase one share of common stock and a Series C Warrant to purchase one share of common stock. The combined price per share of Common Stock and the accompanying Series A Warrant, Series B Warrant and Series C Warrant was \$20.00. The combined price per share of each Pre-Funded Warrant and accompanying Series A Warrant, Series B Warrant, and Series C Warrant was equal to \$19.9990, and the exercise price of each Pre-Funded Warrant is \$0.0010 per share. The Series C Warrants may only be exercised to the extent and in proportion to a holder of the Series C Warrants exercising its Series B Warrants, and are subject to an early expiration of nine months, in proportion and only to the extent any Series C Warrants expire unexercised. In addition, Craig-Hallum was granted warrants to purchase up to 48,000 shares of common stock (the "Underwriter Warrants") at an exercise price of \$20.00 per share. The Underwriter Warrants have a term of five years and are immediately exercisable, provided that 24,000 of the shares of common stock underlying the Underwriter Warrants shall only be exercisable pro rata upon the exercise of the Series B Warrants issued in the Offering.

The fair value of the Series A, B and C Warrants are recorded as a liability in the condensed consolidated balance sheets with changes in fair value recorded in the condensed consolidated statements of operations as the warrants are deemed not to be indexed to the Company's common stock. See [Note 4](#) for details of changes in fair value of the warrants recorded in the condensed consolidated statement of operations.

Warrants - Stonepeak and Evolve

On May 17, 2021, in connection with the signing of a letter of agreement, relating to the formation of Levo (the "Letter Agreement"), the Company issued to Stonepeak and Evolve ten year warrants to purchase common stock (allocated 90% to Stonepeak and 10% to Evolve). See below for details. The grant-date fair value of the warrants issued to Stonepeak and Evolve were: series B \$12.8 million, series C \$5.6 million, series D \$4.8 million, series E \$3.8 million and series F \$3.2 million. The fair values of the vested warrants are recorded in the condensed consolidated balance sheets in additional paid-in capital in stockholders' equity as the vested warrants are indexed to the Company's common stock and meet the conditions for equity classification. The unvested warrants are recorded as a liability in the condensed consolidated balance sheets at fair value, with changes in fair value recorded in the condensed consolidated statements of operations as the unvested warrants are deemed not to be indexed to the Company's common stock. See [Note 4](#) for details of changes in fair value of the unvested warrants recorded in the condensed consolidated statement of operations.

The Company issued to Stonepeak and Evolve the following ten year warrants to purchase common stock (allocated 90% to Stonepeak and 10% to Evolve):

- Series B warrants to purchase 5,000 shares of the Company's common stock, at an exercise price of \$4,000.00 per share, which are fully vested upon issuance,
- Series C warrants to purchase 2,500 shares of the Company's common stock, at an exercise price of \$6,000.00 per share, which are vested as to 50% of the shares upon issuance and vest as to the remaining 50% when Levo has entered into contracts with third parties for \$125 million in aggregate capital expenditures,
- Series D warrants to purchase 2,500 shares of the Company's common stock, at an exercise price of \$8,000.00 per share, which are vested as to 50% of the shares upon issuance and vest as to the remaining 50% when Levo has entered into contracts with third parties for \$250 million in aggregate capital expenditures,
- Series E warrants to purchase 2,500 shares of the Company's common stock, at an exercise price of \$12,000.00 per share, which are vested as to 50% of the shares upon issuance and vest as to the remaining 50% when Levo has entered into contracts with third parties for \$375 million in aggregate capital expenditures, and
- Series F warrants to purchase 2,500 shares of the Company's common stock, at an exercise price of \$16,000.00 per share, which are vested as to 50% of the shares upon issuance and vest as to the remaining 50% when Levo has entered into contracts with third parties for \$500 million in aggregate capital expenditures.

The warrants may be exercised at any time on or after the date that is 180 days after the applicable vesting date.

In connection with, and pursuant to Stonepeak and Evolve's sale of their combined interest in Levo to the Company ([See Note 1](#)), the Company became the 100% owner of Levo, and the warrants issued to Stonepeak and Evolve were cancelled. See the warrants summary table below.

Securities Purchase Agreement

On May 17, 2021, in connection with the signing of the Letter Agreement, the Company entered into a Securities Purchase Agreement with Stonepeak and Evolve which provide them from time to time between November 13, 2021 and November 17, 2028, in their sole discretion, to purchase up to an aggregate of \$250 million in shares of the Company's common stock at a purchase price of \$20,000.00 per share (allocated 90% to Stonepeak and 10% to Evolve). See below for details. The grant-date fair value of the Securities Purchase Agreement to purchase shares of the Company's common stock was \$12.6 million, and is recorded in the condensed consolidated balance sheets as equity in additional-paid-in capital as it is indexed to the Company's common stock and meets the conditions for equity classification.

In connection with the signing of the Letter Agreement, as referenced above, the Company also entered into a Securities Purchase Agreement (the "SPA") and a Registration Rights Agreement (the "RRA") with Stonepeak and Evolve.

- The SPA includes customary representations and warranties and closing conditions and customary indemnification provisions. In addition, Stonepeak and Evolve may elect to purchase shares under the SPA on a cashless basis in the event of a change of control of the Company.

In connection with, and pursuant to Stonepeak and Evolve's sale of their combined interest in Levo to the Company ([See Note 1](#)), the Company became the 100% owner of Levo, and the SPA issued to Stonepeak and Evolve were cancelled.

Warrants - Public and Private

In connection with its initial public offering on February 19, 2020, Newborn sold 14,375 units, which included one warrant to purchase Newborn's common stock (the "Public Warrants"). Also, on February 19, 2020, NeoGenesis Holding Co., Ltd., Newborn's sponsor ("the Sponsor"), purchased an aggregate of 681 private units, each of which included one warrant (the "Private Warrants"), which have the same terms as the Public Warrants. Upon completion of the merger between Nuvve and Newborn, the Public Warrants and Private Warrants were automatically converted to warrants to purchase Common Stock of the Company.

The terms of the Private Warrants are identical to the Public Warrants as described above, except that the Private Warrants are not redeemable so long as they are held by the Sponsor or its permitted transferees. Concurrently with the execution of the Merger Agreement on November 11, 2020, Newborn entered into subscription agreements with certain accredited investors pursuant to which the investors agreed to purchase 3,563 of Newborn's common stock, at a purchase price of \$4,000.00 per share, for an aggregate purchase price of \$14,250,000 (the "PIPE"). Upon closing of the PIPE immediately prior to the closing of the Business Combination, the PIPE investors also received 1.9 PIPE Warrants to purchase the Company's Common Stock for each share of Common Stock purchased. The PIPE Warrants are each exercisable for one-half of a common share at \$4,600.00 per share and have the same terms as described above for the Public Warrants. The PIPE investors received demand and piggyback registration rights in connection with the securities issued to them.

Because the Private Warrants have dissimilar terms with respect to the Company's redemption rights depending on the holder of the Private Warrants, the Company determined that the Private Warrants are required to be carried as a liability in the condensed consolidated balance sheet at fair value, with changes in fair value recorded in the condensed consolidated statement of operations. The Private Warrants are reflected as a liability in the condensed consolidated balance sheet as of September 30, 2024 and the change in the fair value of the Private Warrants is reflected in the condensed consolidated statement of operations. See [Note 4](#) for details of changes in fair value of the Private Warrants recorded in the condensed consolidated statement of operations.

In July 2024, the Company granted 60,000 shares of Private Pre-funded Warrants to an investor of the Company as compensation for certain services rendered. The Private Pre-funded Warrants are reflected as a liability in the condensed consolidated balance sheet as of September 30, 2024 and the change in the fair value of the Private Pre-funded Warrants is reflected in the condensed consolidated statement of operations. See [Note 4](#) for details of changes in fair value of the Private Pre-funded Warrants recorded in the condensed consolidated statement of operations.

The following table is a summary of the number of shares of the Company's Common Stock issuable upon exercise of warrants outstanding at September 30, 2024:

	Number of Warrants	Number of Warrants Exercised	Number of Warrants Cancelled	Number of Warrants Exercisable	Exercise Price	Expiration Date
Public Warrants	7,188	—	—	7,188	\$4,600.00	March 19, 2026
Private Warrants - February 2020	341	—	—	341	\$4,600.00	March 19, 2026
Private Pre-Funded Warrants - July 2024	60,000	30,000	—	30,000	\$0.0010	Until Exercised in Full
PIPE Warrants	3,384	—	—	3,384	\$4,600.00	March 19, 2026
Stonepeak/Evolve Warrants - series B	5,000	—	5,000	—	\$4,000.00	May 17, 2031
Stonepeak/Evolve Warrants - series C	2,500	—	2,500	—	\$6,000.00	May 17, 2031
Stonepeak/Evolve Warrants - series D	2,500	—	2,500	—	\$8,000.00	May 17, 2031
Stonepeak/Evolve Warrants - series E	2,500	—	2,500	—	\$12,000.00	May 17, 2031
Stonepeak/Evolve Warrants - series F	2,500	—	2,500	—	\$16,000.00	May 17, 2031
2022 July Institutional/Accredited Investor Warrants	10,000	—	—	10,000	\$1,500.00	January 29, 2028
Underwriter Warrants - February 2024 offering	48,000	—	—	48,000	\$20.00	February 2, 2029
2024 February Institutional/Accredited Investor Pre-Funded Warrants	57,500	57,500	—	—	\$0.0010	February 2, 2029
2024 February Institutional/Accredited Investor Warrants - series A	480,000	—	—	480,000	\$20.00	February 2, 2029
2024 February Institutional/Accredited Investor Warrants - series B	480,000	30,000	—	450,000	\$20.00	November 2, 2024
2024 February Institutional/Accredited Investor Warrants - series C	480,000	—	—	480,000	\$20.00	February 2, 2029
	<u>1,641,413</u>	<u>117,500</u>	<u>15,000</u>	<u>1,508,913</u>		

Unit Purchase Option

On February 19, 2020, Newborn sold to the underwriters of its initial public offering for \$40,000, a unit purchase option ("UPO") to purchase up to a total of 791 units at \$4,600.00 per unit (or an aggregate exercise price of \$3,636,875) commencing

NUVVE HOLDING CORP. AND SUBSIDIARIES
NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

on the date of Newborn's initial business combination, March 19, 2021, and expiring February 13, 2025. Each unit issuable upon exercise of the UPO consists of one and one-tenth of a share of the Company's common stock and one warrant to purchase one share of the Company's common stock at the exercise price of \$4,600.00 per share. The warrant has the same terms as the Public Warrant. In no event will the Company be required to net cash settle the exercise of the UPO or the warrants underlying the UPO. The holders of the unit purchase option have demand and "piggy back" registration rights for periods of five and seven years, respectively, from the effective date of the IPO, including securities directly and indirectly issuable upon exercise of the unit purchase option. The UPO is classified within stockholders' equity as "additional paid-in capital" in accordance with *ASC 815-40, Derivatives and Hedging-Contracts* in an Entity's Own Equity, as the UPO is indexed to the Company's common stock and meets the conditions for equity classification.

Note 13 – Stock Option Plan

In 2010, the Company adopted the 2010 Equity Incentive Plan (the "2010 Plan"), which provides for the grant of restricted stock awards, stock options, and other share-based awards to employees, consultants, and directors. In November 2020, the Company's Board of Directors extended the term of the 2010 Plan to July 1, 2021. In 2021, the Company adopted the 2020 Equity Incentive Plan (the "2020 Plan"), which provides for the grant of restricted stock awards, incentive and non-statutory stock options, and other share-based awards to employees, consultants, and directors. In June 2023, the 2020 Plan was amended, as approved by shareholders, to increase the shares of common stock reserved for issuance under the plan by 10,000 shares. As of September 30, 2024, there is an aggregate of 18,250 shares of common stock reserved for issuance under the 2020 Plan. All options granted to date have a ten year contractual life and vesting terms of four years. In general, vested options expire if not exercised 90 days after termination of service. A total of 16,212 shares of common stock remained available for future issuance under the 2020 Plan as of November 5, 2024. Forfeitures are accounted for as they occur.

Stock-based compensation expense recognized in selling, general, and administrative, and research and development are as follows:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2024	2023	2024	2023
Options	\$ 598,588	\$ 663,369	\$ 1,638,820	\$ 2,014,240
Restricted stock	2,487	423,928	290,443	1,409,735
Stock options - modified options	—	9,721	169	33,971
Profit interest units	—	31,226	62,452	(260,475)
Total	\$ 601,075	\$ 1,128,244	\$ 1,991,884	\$ 3,197,471

The following is a summary of the stock option activity under the 2010 Plan for the nine months ended September 30, 2024:

	Shares	Weighted-Average Exercise Price per Share(\$)	Weighted-Average Remaining Contractual Term (Years)	Aggregate Intrinsic Value(\$)
Outstanding - December 31, 2023	1,916	1,033.50	3.53	—
Granted	—	—	—	—
Exercised	—	—	—	—
Forfeited	—	—	—	—
Expired/Cancelled	—	—	—	—
Outstanding - September 30, 2024	1,916	1,034.00	2.79	—
Options Exercisable at September 30, 2024	1,916	1,033.60	2.79	—
Options Vested at September 30, 2024	1,916	1,033.60	2.79	—

The weighted-average grant-date fair value of options granted during the nine months ended September 30, 2024 was zero.

NUVVE HOLDING CORP. AND SUBSIDIARIES
NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

The following is a summary of the stock option activity under the 2020 Plan for the nine months ended September 30, 2024:

	Shares	Weighted-Average Exercise Price per Share (\$)	Weighted-Average Remaining Contractual Term (Years)	Aggregate Intrinsic Value(\$)
Outstanding - December 31, 2023	5,789	3,386.70	7.91	—
Granted	—	—	—	—
Exercised	—	—	—	—
Forfeited	(409)	1,238.90	—	—
Expired/Cancelled	(462)	1,095.40	—	—
Outstanding - September 30, 2024	<u>4,919</u>	<u>3,775.99</u>	<u>6.93</u>	<u>—</u>
Options Exercisable at September 30, 2024	3,257	4,979.61	6.57	—
Options Vested at September 30, 2024	3,257	4,979.61	6.57	—

The weighted-average grant-date fair value of options granted during the nine months ended September 30, 2024 was zero.

During the year ended December 31, 2021, 41,000 options were modified to lower the exercise price by \$24.00 per share, which resulted in \$246,000 of incremental compensation cost to be recognized over the remaining vesting period. The amount of additional compensation expense for the three and nine months ended September 30, 2024, was zero and \$169, respectively. The amount of additional compensation expense for the three and nine months ended September 30, 2023, was \$16,791 and \$55,307, respectively.

Other Information:

	Nine Months Ended September 30,	
	2024	2023
Amount received from option exercised	\$ —	\$ —
Total unrecognized options compensation costs	<u>\$ 1,177,720</u>	<u>0.58</u>

No amounts relating to the 2010 Plan or 2020 Plan have been capitalized. Compensation cost is recognized over the requisite service period based on the fair value of the options.

A summary of the status of the Company's nonvested restricted stock units as of December 31, 2023, and changes during the nine months ended September 30, 2024, is presented below:

	Shares	Weighted-Average Grant Date Fair Value(\$)
Nonvested at December 31, 2023	1,031	980.30
Granted	—	—
Vested/Release	(737)	2,611.40
Cancelled/Forfeited	(293)	2,801.30
Nonvested and Outstanding at September 30, 2024	<u>—</u>	<u>—</u>

As of September 30, 2024, there was zero of total unrecognized compensation cost related to nonvested restricted stock.

Note 14 – Income Taxes

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2024	2023	2024	2023
Income tax expense	\$ —	\$ —	\$ —	\$ —
Effective tax rate	0.0 %	0.0 %	0.0 %	0.0 %

The effective tax rate used for interim periods is the estimated annual effective tax rate, based on current estimate of full year results, except that taxes related to specific events, if any, are recorded in the interim period in which they occur. The effective tax rate differed from the U.S. federal statutory tax rate primarily due to operating losses that receive no tax benefit as a result of a valuation allowance recorded for such losses.

The Company accounts for income taxes in accordance with ASC Topic 740, *Income Taxes* (“ASC 740”). Under the provisions of ASC 740, management is required to evaluate whether a valuation allowance should be established against its deferred tax assets. The Company currently has a full valuation allowance against its deferred tax assets. As of each reporting date, the Company’s management considers new evidence, both positive and negative, that could impact management’s view with regard to future realization of deferred tax assets. For the nine months ended September 30, 2024, there was no material change from the year ended December 31, 2023 in the amount of the Company’s deferred tax assets that are not considered to be more likely than not to be realized in future years.

NUVVE HOLDING CORP. AND SUBSIDIARIES
NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

Note 15 – Net Loss Per Share Attributable to Common Stockholders

The following table sets forth the calculation of basic and diluted net loss per share attributable to common stockholders during the three and nine months ended September 30, 2024 and 2023:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2024	2023	2024	2023
Net loss attributable to Nuvve Holding Corp. common stockholders	\$ (1,649,843)	\$ (8,575,188)	\$ (12,327,595)	\$ (24,697,046)
Weighted-average shares used to compute net loss per share attributable to Nuvve common stockholders, basic and diluted	666,894	804,775	567,486	704,310
Net Loss per share attributable to Nuvve common stockholders, basic and diluted	\$ (2.47)	\$ (10.66)	\$ (21.72)	\$ (35.07)

The following outstanding shares of common stock equivalents were excluded from the calculation of the diluted net loss per share attributable to Nuvve common stockholders because their effect would have been anti-dilutive:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2024	2023	2024	2023
Stock options issued and outstanding	6,834	6,425	6,834	6,392
Nonvested restricted stock issued and outstanding	0	1,280	0	2,380
Public warrants	7,188	7,188	7,188	7,188
Private warrants - February 2020	341	341	341	341
Private pre-funded warrants - July 2024	30,000	—	30,000	—
PIPE warrants	3,384	3,384	3,384	3,384
Stonepeak and Evolve warrants	0	15,000	0	15,000
Stonepeak and Evolve options	0	12,500	0	12,500
2022 July Institutional/Accredited Investor Warrants	10,000	10,000	10,000	10,000
Underwriter Warrant - February 2024 offering	48,000	—	48,000	—
2024 February Institutional/Accredited Investor Warrants - series A	480,000	—	480,000	—
2024 February Institutional/Accredited Investor Warrants - series B	450,000	—	450,000	—
2024 February Institutional/Accredited Investor Warrants - series C	480,000	—	480,000	—
Total	1,515,747	56,118	1,515,747	57,184

Note 16 – Related Parties

As described in [Note 6](#), the Company holds equity interests in and provides certain consulting services to Dreev, an entity in which a stockholder of the Company owns the other portion of Dreev’s equity interests.

During the three and nine months ended September 30, 2024 the Company recognized revenue of zero and \$139,176, respectively, from an entity that is an investor in the Company. During the three and nine months ended September 30, 2023, the Company recognized revenue of \$63,407 and \$129,077, respectively, from an entity that is an investor in the Company. The Company had a balance of accounts receivable of zero at September 30, 2024 and December 31, 2023 from the same entity that is an investor in the Company.

As described in [Note 11](#), on August 27, 2024, the Company issued Promissory Notes with a conversion option to each of Gregory Poilasne and David Robson, the Chief Executive Officer and Chief Financial Officer of the Company, in exchange for an aggregate principal amount of \$500,000. Each Promissory Note was issued with an original principal amount of \$250,000.

As described in [Note 11](#), and in connection with the formation of the Deep Impact (see [Note 1](#)), Promissory Notes with a conversion option were issued to each of Gregory Poilasne and David Robson, the Chief Executive Officer and Chief Financial Officer of the Company, respectively, in exchange for an aggregate of \$1,500,000, to further support project costs in exchange for their investment into Deep Impact. Each Promissory Note was issued with an original principal amount of \$750,000. As of September 30, 2024, the Chief Executive Officer and Chief Financial Officer have funded \$610,500 and \$230,000, respectively, of the Promissory Notes.

As described in [Note 11](#), on October 1, 2024, the Company issued senior convertible notes with a conversion option to certain investors, including Gregory Poilasne, the Chief Executive Officer of the Company, in exchange for a principal amount of \$250,000, and a Warrant to purchase 73,487 shares of Common Stock.

NUVVE HOLDING CORP. AND SUBSIDIARIES
NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

Note 17 – Leases

The Company has entered into leases for commercial office spaces and vehicles. These leases are not unilaterally cancellable by the Company, are legally enforceable, and specify fixed or minimum amounts. The leases expire at various dates through 2031 and provide for renewal options. In the normal course of business, it is expected that these leases will be renewed or replaced by leases on other properties.

The leases provide for increases in future minimum annual rental payments based on defined increases in the Consumer Price Index, subject to certain minimum increases. Also, the agreements generally require the Company to pay real estate taxes, insurance, and repairs.

Supplemental unaudited condensed consolidated balance sheet information related to leases is as follows:

Classification		September 30, 2024	December 31, 2023
Operating lease assets	Right-of-use operating lease assets	\$ 4,624,783	4,839,526
Finance lease assets	Property, plant and equipment, net	8,636	13,154
Total lease assets		\$ 4,633,420	\$ 4,852,680
Operating lease liabilities - current	Operating lease liabilities - current	\$ 971,631	856,250
Operating lease liabilities - noncurrent	Operating lease liabilities - noncurrent	4,391,413	4,646,383
Finance lease liabilities - current	Other liabilities - current	7,279	7,391
Finance lease liabilities - noncurrent	Other long-term liabilities	3,158	7,764
Total lease liabilities		\$ 5,373,481	\$ 5,517,788

The components of lease expense are as follows:

Classification		Three Months Ended September 30, 2024	Three Months Ended September 30, 2023	Nine Months Ended September 30, 2024	Nine Months Ended September 30, 2023
Operating lease expense	Selling, general and administrative	\$ 232,255	\$ 228,633	\$ 689,503	\$ 685,900
Finance lease expense:					
Amortization of finance lease assets	Selling, general and administrative	1,370	1,414	3,917	4,242
Interest on finance lease liabilities	Interest (expense) income, net	314	424	992	1,373
Total lease expense		\$ 233,938	\$ 230,471	\$ 694,412	\$ 691,515

	Operating Lease	Finance Lease
	September 30, 2024	September 30, 2024
Maturities of lease liabilities are as follows:		
2024	\$ 304,059	\$ 1,820
2025	951,350	7,279
2026	981,717	1,820
2027	987,955	—
2028	937,727	—
Thereafter	2,860,827	—
Total lease payments	7,023,635	10,919
Less: interest	(1,660,592)	(481)
Total lease obligations	\$ 5,363,043	\$ 10,438

NUVVE HOLDING CORP. AND SUBSIDIARIES
NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

Lease term and discount rate:

	September 30, 2024	December 31, 2023
Weighted-average remaining lease terms (in years):		
Operating lease	7.0	7.8
Finance lease	1.5	2.5
Weighted-average discount rate:		
Operating lease	7.8%	7.8%
Finance lease	7.8%	7.8%

Other Information:

	Nine Months Ended September 30,	
	2024	2023
Cash paid for amounts included in the measurement of lease liabilities:		
Operating cash flows - operating leases	\$ 223,892	\$ 355,133
Operating cash flows - finance leases	\$ 5,459	\$ 8,507
Financing cash flows - finance leases	\$ 7,816	\$ 5,375
Leased assets obtained in exchange for new finance lease liabilities	\$ 8,636	\$ 14,001
Leased assets obtained in exchange for new operating lease liabilities	\$ —	\$ —

Sublease

In April 2022, the Company entered into a sublease agreement with certain local San Diego companies to sublease a portion of the Company's 4,811 square foot expansion. The term of the sublease is six months to twelve months with fixed base rental income ranging from \$2,250 to \$14,500 per month. The sublease has no option for renewal or extension at the end of the sublease term.

Sublease income are as follows:

		Three Months Ended September 30,		Three Months Ended September 30,		Nine Months Ended September 30,		Nine Months Ended September 30,	
		2024	2023	2024	2023	2024	2023		
Sublease lease income	Other, net	\$ 86,675	\$ 134,402	\$ 300,054	\$ 366,087				

Lessor

In February 2022, the Company entered into a 10 year master services agreement ("MSA") with a certain school district for FaaS to electrify their school bus fleet. A statement of work ("SOW") for engineering, procurement and construction ("EPC") was also executed in conjunction with the MSA. As part of this SOW, the Company will provide electric vehicle supply equipment ("EVSE") and related warranties, infrastructure engineering and construction, installation of EVSE, and subscription services to Nuvve's V2G GIVE platform. The MSA has both lease and non-lease components. The lease component is the EVSE and non-lease components are the EPCs. The Company accounted for the lease components as a sale-type lease with the investment in lease of \$104,186 and \$112,255 at September 30, 2024 and December 31, 2023, respectively.

Lease income are as follows:

		Three Months Ended September 30,		Three Months Ended September 30,		Nine Months Ended September 30,		Nine Months Ended September 30,	
		2024	2023	2024	2023	2024	2023		
Lease income	Products and services	\$ 1,138	\$ —	\$ 3,415	\$ 24,027				
Interest income	Products and services	4,823	3,797	13,802	10,228				
Total lease income		\$ 5,961	\$ 3,797	\$ 17,217	\$ 34,255				

Note 18 – Commitments and Contingencies

(a) Legal Matters

The Company is subject to various claims and legal proceedings covering matters that arise in the ordinary course of its business activities, including product liability claims. Management believes that any liability that may ultimately result from the resolution of these matters will not have a material adverse effect on the financial condition or results of operations of the Company. Please see Note 17(e) and (f) below for details regarding legal proceedings with Company suppliers.

(b) Research Agreement

Effective September 1, 2016, the Company is party to a research agreement with a third party, which is also a Company stockholder, whereby the third party will perform research activity as specified annually by the Company. Under the terms of the agreement, the Company paid a minimum of \$400,000 annually in equal quarterly installments. For the nine months ended September 30, 2024 and 2023, \$104,714 and \$300,000, respectively, were paid under the research agreement. In September 2023, the agreement was renewed through December 2024. At September 30, 2024, \$258,356 remained to be paid under the renewed agreement.

(c) In-Licensing

The Company was a party to a licensing agreement for non-exclusive rights to intellectual property which would expire at the later of the date at which the last patent underlying the intellectual property expires or 20 years from the sale of the first licensed product. Under the terms of the agreement, the Company would have had to pay up to an aggregate of \$700,000 in royalties upon achievement of certain milestones. As of September 30, 2024 and December 31, 2023, no royalty expenses had been incurred under this agreement.

The licensing agreement was replaced in November 2017, when the Company executed an agreement ("IP Acquisition Agreement") with the University of Delaware ("Seller") whereby all rights, title, and interest in the licensed intellectual property was assigned to the Company in exchange for an upfront fee of \$500,000 and common shares valued at \$1,491,556. The total acquisition cost of \$1,991,556 was capitalized and is being amortized over the fifteen year expected life of the patents underlying the intellectual property. Under the terms of the agreement, the Company will pay up to an aggregate \$7,500,000 in royalties to the Seller upon achievement of milestones, related to the aggregate number of vehicles that have had access to the Company's GIVE platform system for a period of at least six consecutive months, and for which the Company has received monetary consideration for such access pursuant to a subscription or other similar agreement with the vehicle's owner as follows:

Milestone Event: Aggregated Vehicles	Milestone Payment Amount
10,000	\$ 500,000
20,000	750,000
40,000	750,000
60,000	750,000
80,000	750,000
100,000	1,000,000
200,000	1,000,000
250,000	2,000,000
	\$ 7,500,000

The Seller will retain a non-exclusive, royalty-free license, to utilize the intellectual property solely for research and education purposes. As of September 30, 2024, no royalty expenses had been incurred under this agreement.

(d) Investment

The Company is committed to possible future additional contributions to the Investment in Dreev ([Note 6](#)) in the amount of \$270,000.

(e) Purchase Commitments

On July 20, 2021, Nuvve issued a purchase order (“PO”) to its supplier, Rhombus Energy Solutions, Inc. (“Rhombus”), for a quantity of DC fast chargers and dispensers for EVs (the “DC Chargers”), for a total price of \$13.2 million. A dispute (the “Dispute”) arose as to the PO, and an arbitration proceeding was initiated.

On February 2, 2024 (the “Settlement Date”), the Company and Rhombus entered into a settlement and release agreement (the “Settlement Agreement”) pursuant to which, among other things, the Company agreed to pay Rhombus approximately \$0.46 million for certain initial DC Chargers within 15 days from the Settlement Date. The Company further agreed to pay Rhombus an aggregate of \$2.40 million for certain DC Chargers upon shipment with payments correlating to the amounts shipped due prior to shipment, a minimum of 50% of which shall be paid within 12 months after the Settlement Date, with the remaining balance, if any, to be paid within 24 months after the Settlement Date. The Settlement Agreement further provides for the dismissal of the legal action as to the Company and Rhombus. The Company and Rhombus agreed to release one another from any and all claims relating to the Dispute.

(f) School Bus Storage Litigation

In October and November 2021, the Company purchased an aggregate of five school buses from a certain school bus dealership in Pittsburgh, Pennsylvania. Thereafter, the Company entered into agreements to sell these buses to certain third-party purchasers. However, the dealership refused to release four of the buses and to provide us with a manufacturer statement of origin (an “MSO”) for all five buses, claiming that the Company owed them approximately \$0.45 million in storage fees allegedly incurred since January 2022. The Company disputed that it had an obligation to pay the storage fees as well as the amount of fees demanded by the dealership, and filed a petition for preliminary injunction with the Court of Common Pleas of Allegheny County, Pennsylvania.

On November 1, 2023, the court granted the Company's petition for preliminary injunction requiring the dealership to release and provide keys for the four buses and to provide the MSOs for all five buses, contingent on the Company posting an injunction bond in the amount of \$0.55 million within seven days of the order. The Company timely posted the injunction bond on November 7, 2023. The Company anticipates that the storage fee dispute with the dealership will be adjudicated by the end of the fiscal year 2024.

Note 19 - Non-Controlling Interest

For entities that are consolidated, but not 100% owned, a portion of the net income or loss and corresponding equity is allocated to owners other than the Company. The aggregate of the net income or loss and corresponding equity that is not owned by the Company is included in non-controlling interests in the condensed consolidated financial statements.

Non-controlling interests are presented outside as a separate component of stockholders' equity on the Company's condensed consolidated balance sheets. The primary components of non-controlling interests are separately presented in the Company's condensed consolidated statements of changes in stockholders' equity to clearly distinguish the interest in the Company and other ownership interests in the consolidated entities. Net income or loss includes the net income or loss attributable to the holders of non-controlling interests on the Company's condensed consolidated statements of operations. Net income or loss is allocated to non-controlling interests in proportion to their relative ownership interests.

Levo Series B Redeemable Preferred Stock

Levo is authorized to issue 1,000,000 shares of Series B Preferred Stock at no par value.

The Series B Preferred Stock (a) pays a dividend, when, as and if declared by Levo's Board of Directors, of 8.0% per annum of the stated value per share, payable quarterly in arrears, (b) has an initial stated value of \$1,000 per share, and dividends are paid in cash. Levo accrues for undeclared and unpaid dividends as they are payable in accordance with the terms of the Certificate of Designations filed with the Secretary of State of the State of Delaware. At September 30, 2024, Levo had accumulated unpaid accrued preferred dividends of zero, included in accrued liabilities, on 3,138 issued and outstanding shares of Series B Preferred Stock. Series B Preferred Stock is not a participating or convertible securities. Series B Preferred Stock is not currently redeemable but it could be redeemable with the passage of time at the election of Levo or the preferred shareholders or upon the occurrence of a trigger event as defined in the preferred stock agreement. Since the redeemable preferred stock may be redeemed by the preferred shareholders or upon the occurrence of a trigger event that is not solely within the control of Levo, but is not mandatorily redeemable; therefore, based on its characteristics, Levo has classified the Series B Preferred Stock as mezzanine equity.

At September 30, 2024, Series B Preferred Stock consisted of the following:

Shares Authorized	Shares Issued and Outstanding	Stated Value per Share	Initial Carrying Value	Cumulative Unpaid Accrued Preferred Dividends	Liquidation Preference
1,000,000	3,138	\$ 1,000	\$ 3,138,000	\$ —	\$ —

The Company has determined that the redemption features embedded in the non-controlling redeemable preferred stock is required to be accounted for separately from the redeemable preferred stock as a derivative liability. See [Note 5](#) for detail disclosure of the derivative liability.

The redeemable preferred stock has been initially recognized at fair value of \$3,138,000, the proceeds on the date of issuance. This amount has been further reduced by \$497,606, the fair value of the embedded derivative liability at date of issuance, resulting in an adjusted initial value of \$2,640,394. Levo is accreting the difference between the adjusted carrying initial value and the redemption price value over the seven-year period from date of issuance of August 4, 2021 through July 4, 2028 (the date at which the preferred shareholders have the unconditional right to redeem the shares, deemed to be the earliest likely redemption date) using the effective interest method. The accretion to the carrying value of the redeemable preferred stock is treated as a deemed dividend, recorded as a charge to retained earnings of Levo. During the nine months ended September 30, 2024, Levo accreted \$0 resulting in the carrying value of the redeemable preferred stock of zero.

In connection with, and pursuant to Stonepeak and Evolve's sale of their combined interest in Levo to the Company ([See Note 1](#)), the Company became the 100% owner of Levo. As result, the redeemable preferred stock, including the accumulated unpaid accrued preferred dividends, were cancelled. See the tables below.

NUVVE HOLDING CORP. AND SUBSIDIARIES
NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

The following table summarizes non-controlling interests presented as a separate component of stockholders' equity on the Company's condensed consolidated balance sheet at September 30, 2024:

	<u>September 30, 2024</u>	<u>December 31, 2023</u>
Beginning Balance	\$ (4,894,101)	(3,950,186)
Net income (loss) attributable to non-controlling interests	(24,567)	(12,456)
Less: dividends paid to non-controlling interests	151,508	285,595
Less: Preferred share accretion adjustment	322,932	645,864
Cancellation of non-controlling interests	5,393,108	—
Non-controlling interests	<u>\$ —</u>	<u>\$ (4,894,101)</u>

Redeemable Non-controlling Interest Reconciliation — Mezzanine Equity

	<u>September 30, 2024</u>	<u>December 31, 2023</u>
Beginning balance	\$ 4,193,629	\$ 3,547,765
Preferred share Accretion adjustment	322,932	645,864
Cancellation of non-controlling interests	\$ (4,516,561)	—
Ending balance	<u>\$ —</u>	<u>\$ 4,193,629</u>

Profits Interests Units (Class D Incentive Units)

In April 2022, Levo issued Class D Incentive Units to certain key employees in the form of profits interests within the meaning of the Internal Revenue Service ("Profits Interests"). Any future distributions under the Profits Interests will only occur once distributions made to all other member units exceed a threshold amount. The Company performed an analysis of the key features of the Profits Interests to determine whether the nature of the Profits Interests are (a) an equity award which should be accounted for under ASC 718, *Compensation – Stock Compensation* or (b) a bonus arrangement which should be accounted for under ASC 710, *Compensation – General*. Based on the features of the Profits Interests, the awards are considered stock compensation to be accounted for as equity. Accordingly, compensation expense for the Profits Interests will be recognized over the vesting period of the awards.

Subject to the grantee not incurring a termination prior to the applicable vesting date, the Incentive Units will vest as follows: (i) 80% of the Incentive Units will vest in equal 25.0% installments on each of the first four (4) anniversaries of the grant date (such that 80% of the total number of Incentive Units issued to the grantee hereunder will be vested on the fourth anniversary of the Grant Date) and (ii) the remaining 20% of the Incentive Units will vest upon a Change of Control. Therefore, the expenses recorded will only reflect the 80% vesting portion.

During the three and nine months ended September 30, 2024, the Company recorded compensation expenses, included in selling, general, and administrative, under the Profits Interests of zero and \$62,452, respectively. During the three and nine months ended September 30, 2023, the Company recorded compensation expenses, included in selling, general, and administrative, under the Profits Interests of \$31,226 and \$95,908, respectively.

The Company uses the Monte Carlo Simulation model to estimate the fair value of Class D Incentive Units. Fair value is estimated at the date of grant for employee and nonemployee options. The following assumptions were used in the Monte Carlo Simulation model to calculate the fair value of Class D Incentive Units outstanding as of September 30, 2024.

	<u>Class D Units</u>
Expected life of Class D Incentive Units (in years) (1)	5.5
Risk-free interest rate (2)	3.02 %
Volatility (3)	69.50 %

(1) The expected life of options is the average of the contractual term of the Class D Incentive Units and the vesting period.

(2) The risk-free interest rate is based on the yields on U.S. Treasury debt securities with maturities approximating the estimated life of the options.

NUVVE HOLDING CORP. AND SUBSIDIARIES
NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

(3) Volatility is estimated by management. As the Company has been a private company for most of its existence, there is not enough historical volatility data related to the Company's Common Stock as a public entity. Therefore, this estimate is based on the average volatility of certain public company peers within the Company's industry.

In connection with, and pursuant to Stonepeak and Evolve's sale of their combined interest in Levo to the Company (See Note 1), the Company became the 100% owner of Levo. As result, the Class D Incentive Units were cancelled. See the tables below.

A summary of the status of the Company's Class D Incentive Units as of December 31, 2023, and changes during the nine months ended September 30, 2024, is presented below:

	Shares	Weighted- Average Grant Date Fair Value(\$)
Nonvested at December 31, 2023	50,000	12.49
Granted	—	—
Vested	—	—
Cancelled	50,000	12.49
Nonvested and Outstanding at September 30, 2024	—	—

As of September 30, 2024, there was zero of total unrecognized compensation cost related to nonvested Class D Incentive Units. The Company expects to recognize this compensation cost over a remaining weighted-average period of approximately 0.00 years.

Note 20 - Subsequent Events

On October 31, 2024, the Company entered into a securities purchase agreement (the "Purchase Agreement") with certain accredited institutional and individual investors (the "Investors"), pursuant to which the Company agreed to issue to the Investors (i) up to an aggregate of \$3,750,000.01 principal amount (the "Principal Amount") senior convertible promissory notes, carrying a 10.00% original issue discount (each, a "Note" and, collectively, the "Notes"), convertible into shares of the Company's common stock, and (ii) accompanying warrants (the "Warrants") to purchase shares of common stock (the "Private Placement"). On October 31, 2024, the Company closed the Private Placement and issued the Notes and the Warrants. The Company's Chief Executive Officer, Gregory Poilasne, participated as an Investor in the Private Placement, purchasing an aggregate of \$250,000 in principal amount of Notes and accompanying Warrants.

Please see [Note 11](#) for a summary description of the key items of the Notes and Warrants agreements.

The foregoing descriptions of the Notes and the Warrants are not complete and are qualified in their entirety by reference to the full text of such documents, which are filed as Exhibits 4.1, 4.2, 10.1 and 10.2, respectively, to this Quarterly Report on Form 10-Q.

Item 2. Management’s Discussion and Analysis of Financial Condition and Results of Operations.

This Quarterly Report on Form 10-Q (this “Quarterly Report”) includes forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended (the “Exchange Act”). Forward-looking statements provide current expectations of future events based on certain assumptions and include any statement that does not directly relate to any historical or current fact. In some cases, you can identify forward-looking statements by terminology such as “may,” “should,” “could,” “would,” “expect,” “plan,” “anticipate,” “believe,” “estimate,” “continue,” or the negative of such terms or other similar expressions. Forward-looking statements are not guarantees of future performance and our actual results may differ significantly from the results discussed in the forward-looking statements. Forward-looking statements are subject to known and unknown risks, uncertainties and assumptions about us that may cause our actual results, levels of activity, performance or achievements to be materially different from any future results, levels of activity, performance or achievements expressed or implied by such forward-looking statements. Factors that might cause or contribute to such a discrepancy include, but are not limited to, those described in our other filings with the Securities and Exchange Commission (“SEC”).

References in this Quarterly Report to “we,” “us” and “our” and to “Nuvve” and the “Company” are to Nuvve Holding Corp. and its subsidiaries.

The following discussion and analysis of our financial condition and results of operations should be read in conjunction with the financial statements and the notes thereto contained elsewhere in this Quarterly Report.

Overview

We are a green energy technology company that provides, directly and through business ventures with our partners, a globally-available, commercial V2G technology platform that enables EV batteries to store and resell unused energy back to the local electric grid and provide other grid services. Our proprietary V2G technology — Grid Integrated Vehicle (“GIVE”) platform — has the potential to refuel the next generation of EV fleets through cutting-edge, bi-directional charging solutions.

Our proprietary V2G technology enables us to link multiple EV batteries into a virtual power plant to provide bi-directional services to the electrical grid. Our GIVE software platform was created to harness capacity from “loads” at the edge of the distribution grid (i.e., aggregation of EVs and small stationary batteries) in a qualified, controlled and secure manner to provide many of the grid services offered by conventional generation sources (i.e., coal and natural gas plants). Our current addressable energy and capacity markets include grid services such as frequency regulation, demand charge management, demand response, energy optimization, distribution grid services and energy arbitrage.

Our customers and partners include owner/operators of light duty fleets, heavy duty fleets (including school buses), automotive manufacturers, charge point operators, and strategic partners (via joint ventures, other business ventures and special purpose financial vehicles). We also operate a small number of company-owned charging stations serving as demonstration projects funded by government grants. We expect growth in company-owned charging stations and the related government grant funding to continue, but for such projects to constitute a declining percentage of our future business as our commercial operations expand.

We offer our customers networked charging stations, infrastructure, software, professional services, support, monitoring and parts and labor warranties required to run electric vehicle fleets, as well as low and in some cases free energy costs. We expect to generate revenue primarily from the provision of services to the grid via our GIVE software platform and sales of V2G-enabled charging stations. In the case of light duty fleet and heavy duty fleet customers, we also may receive a mobility fee, which is a recurring fixed payment made by fleet customers per fleet vehicle. In addition, we may generate non-recurring engineering services revenue derived from the integration of our technology with automotive OEMs and charge point operators. In the case of recurring grid services revenue generated via automotive OEM and charge point operator customer integrations, we may also share the recurring grid services revenue with the customer.

Levo

On August 4, 2021, we formed Levo Mobility LLC ("Levo"), a Delaware limited liability company, with Stonepeak Rocket Holdings LP ("Stonepeak"), a Delaware limited partnership and Evolve Transition Infrastructure LP ("Evolve"), a Delaware limited partnership. Levo is our consolidated subsidiary.

Levo is a sustainable infrastructure company focused on rapidly advancing the electrification of transportation by funding V2G-enabled EV fleet deployments. Levo utilizes our V2G technology and committed capital from Stonepeak and Evolve to offer Fleet-as-a-Service for school buses, last-mile delivery, ride hailing and ride sharing, municipal services, and more to eliminate the primary barriers to EV fleet adoption including large upfront capital investments and lack of expertise in securing and managing EVs and associated charging infrastructure.

Levo's turnkey solution simplifies and streamlines electrification, can lower the total cost of EV operation for fleet owners, and support the grid when the EVs are not in use. For a fixed monthly payment with no upfront cost, Levo will provide the EVs, such as electric school buses, charging infrastructure powered by our V2G platform, EV and charging station maintenance, energy management, and technical advice.

Levo focuses on electrifying school buses, providing associated charging infrastructure, and delivering V2G services to enable safer and healthier transportation for children while supporting carbon dioxide emission reduction, renewable energy integration, and improved grid resiliency.

Stonepeak and Evolve conditional capital contribution commitments expired on August 4, 2024. On October 15, 2024 (the "Closing Date" or "Closing"), we, Stonepeak, and Evolve entered into a Limited Liability Company Interest Sale Agreement (the "Sale Agreement"), pursuant to which Stonepeak and Evolve sold their combined 49% membership interest in Levo to us for a *de minimis* price.

As a result of the Closing, we became the 100% owner of Levo. The Sale Agreement contains customary representations, warranties, and covenants.

Deep Impact

On August 16, 2024, we formed Deep Impact 1 LLC, a Delaware limited liability company ("Deep Impact"), with Nuvve CPO Inc., our wholly owned subsidiary ("Nuvve CPO"), and WISE EV-LLC ("WISE"). We hold a 51% equity interest by way of Nuvve CPO, and WISE holds a 49% equity interest. Deep Impact is an entity formed for the principal purpose of operation, installation, maintenance of electric vehicle chargers and other related activities and services created as a business venture between us, Nuvve CPO and WISE. Nuvve CPO Inc., or Nuvve Charge Point Operator, was established in August 2024 to support the deployment and ongoing support of our customers charging station networks.

In connection with Deep Impact, Nuvve CPO, WISE and Deep Impact entered into a Contribution and Unit Purchase Agreement (the "Contribution Agreement"), pursuant to which Nuvve CPO and WISE agreed to contribute \$51 and \$49, respectively, to Deep Impact, and to provide certain services pursuant to separate services agreements with Deep Impact. For such contributions and the services, Nuvve CPO received 51 membership units in Deep Impact, equal to a 51% equity interest, and WISE received 49 membership units in Deep Impact, equal to a 49% equity interest.

We have determined that Deep Impact is a VIE in which the Company is the primary beneficiary. Accordingly, we consolidate Deep Impact and record a non-controlling interest for the share of the entity owned by WISE.

Backlog

Our total backlog represents the estimated future transaction price values for unsatisfied and partially satisfied estimated product and service deliveries to our customers. Backlog is generally determined based upon customer issued purchased orders or contracts with customers. Backlog does not include agreements we have with customers to earn future grid service revenues. Backlog is converted into revenue in future periods as we satisfy the performance obligations to our customers for our products and services, primarily based on the cost incurred or at delivery and acceptance of products, depending on the applicable accounting method.

Our estimated backlog on September 30, 2024, was \$17.5 million, which we expect to be earned in future periods. We anticipate recognizing revenue from this backlog from 2024 through 2026.

Results of Operations

Three and Nine Months Ended September 30, 2024 Compared with Three and Nine Months Ended September 30, 2023

The following table sets forth information regarding our consolidated results of operations for the three and nine months ended September 30, 2024 and 2023.

	Three Months Ended September 30,		Period-over-Period Change		Nine Months Ended September 30,		Period-over-Period Change	
	2024	2023	Change (\$)	Change (%)	2024	2023	Change (\$)	Change (%)
Revenue								
Products	\$ 543,834	\$ 1,772,532	\$ (1,228,698)	(69)%	\$ 1,389,495	\$ 4,748,141	\$ (3,358,646)	(71)%
Services	\$ 1,265,499	\$ 866,477	\$ 399,022	46%	\$ 1,786,937	\$ 1,720,262	\$ 66,675	4%
Grants	108,885	73,563	35,322	48%	323,722	219,082	104,640	48%
Total revenue	1,918,218	2,712,572	(794,354)	(29)%	3,500,154	6,687,485	(3,187,331)	(48)%
Operating expenses								
Cost of product	409,390	2,314,854	(1,905,464)	(82)%	1,002,964	5,037,756	(4,034,792)	(80)%
Cost of service	508,697	86,371	422,326	489%	1,027,282	775,489	251,793	32%
Selling, general and administrative expenses	2,126,681	6,481,759	(4,355,078)	(67)%	12,544,563	18,751,119	(6,206,556)	(33)%
Research and development expense	710,291	2,292,908	(1,582,617)	(69)%	3,773,435	6,780,211	(3,006,776)	(44)%
Total operating expenses	3,755,059	11,175,892	(7,420,833)	(66)%	18,348,244	31,344,575	(12,996,331)	(41)%
Operating loss	(1,836,841)	(8,463,320)	6,626,479	(78)%	(14,848,090)	(24,657,090)	9,809,000	(40)%
Other income (expense)								
Interest (expense) income, net	(242,468)	16,213	(258,681)	(1,596)%	(222,720)	105,194	(327,914)	(312)%
Change in fair value of warrants liability	329,990	214,573	115,417	NM	2,642,424	144,609	2,497,815	NM
Change in fair value of derivative liability	—	67,366	(67,366)	100%	(3,626)	73,585	(77,211)	105%
Other, net	99,476	(168,177)	267,653	(159)%	104,417	356,155	(251,738)	(71)%
Total other income, net	186,998	129,975	57,023	44%	2,520,495	679,543	1,840,952	271%
Loss before taxes	(1,649,843)	(8,333,345)	6,683,502	(80)%	(12,327,595)	(23,977,547)	11,649,952	(49)%
Income tax expense	—	—	—	—%	—	—	—	—%
Net loss	\$ (1,649,843)	\$ (8,333,345)	\$ 6,683,502	(80)%	\$ (12,327,595)	\$ (23,977,547)	\$ 11,649,952	(49)%
Less: Net (loss) income attributable to non-controlling interests	—	8,285	(8,285)	(100)%	—	23,039	(23,039)	(100)%
Net loss attributable to Nuvve Holding Corp.	\$ (1,649,843)	\$ (8,341,630)	\$ 6,691,787	(80)%	\$ (12,327,595)	\$ (24,000,586)	\$ 11,672,991	(49)%

NM - Not Meaningful

Revenue

Total revenue was \$1.92 million for the three months ended September 30, 2024, compared to \$2.71 million for the three months ended September 30, 2023, a decrease of \$0.79 million, or 29.3%. The decrease was primarily attributable to a \$1.23 million decrease in products revenue due to lower customers sales orders and shipments, partially offset by \$0.4 million, increase in services revenue, and an increase in grants of \$0.04 million. Products and services revenue for the three months ended September 30, 2024, consisted of DC and AC Chargers of \$0.54 million, grid services revenue of \$0.15 million, and engineering services of \$1.11 million driven by management fees earned for a certain V2G project management.

Total revenue was \$3.5 million for the nine months ended September 30, 2024, compared to \$6.7 million for the nine months ended September 30, 2023, a decrease of \$3.2 million, or 47.7%. The decrease was primarily attributable to a \$3.4 million decrease in products revenue due to lower customers sales orders and shipments, partially offset by \$0.1 million increase in services revenue and an increase in grants of \$0.1 million. Products and services revenue for the nine months ended September 30, 2024, consisted of sales of DC and AC Chargers of \$1.4 million, grid services revenue of \$0.3 million, and engineering services of \$1.5 million driven by management fees earned for a certain V2G project management.

Cost of Product and Service Revenue

Cost of products and services revenue for the three months ended September 30, 2024, decreased by \$1.5 million to \$0.9 million, or 61.8% compared to \$2.4 million for the three months ended September 30, 2023 due to lower customers sales orders and shipments. Products and services margin increased by 40.2% to 49.3% for the three months ended September 30, 2024, compared to 9.0% in the same prior year period. Margin benefited from a lower mix of hardware charging stations' sales and a higher mix of engineering services in the current quarter compared with the third quarter of 2023.

Cost of products and services revenue for the nine months ended September 30, 2024, decreased by \$3.8 million to \$2.0 million, compared to \$5.8 million for the nine months ended September 30, 2023 due to lower customers sales orders and shipments. Products and services margin increased by 26.0% to 36.1% for the nine months ended September 30, 2024, compared to 10.1% in the same prior year period. Margin was mostly impacted by a lower mix of hardware charging stations sales, and a higher mix of engineering services in the nine months ended September 30, 2024.

Selling, General and Administrative Expenses

Selling, general and administrative expenses consist of selling, marketing, advertising, payroll, administrative, legal finance, and professional expenses.

Selling, general and administrative expenses were \$2.1 million for the three months ended September 30, 2024, as compared to \$6.5 million for the three months ended September 30, 2023, a decrease of \$4.4 million, or 67.2%.

The decrease during the three months ended September 30, 2024 was primarily attributable to decreases in compensation expenses of \$3.9 million, including share-based compensation, decreases in legal fees expenses of \$0.6 million, and decreases in bad debt expenses of \$0.1 million, partially offset by increases in software subscriptions expenses of \$0.2 million.

Selling, general and administrative expenses were \$12.5 million for the nine months ended September 30, 2024, as compared to \$18.8 million for the nine months ended September 30, 2023, a decrease of \$6.2 million, or 33.1%.

The decrease during the nine months ended September 30, 2024 was primarily attributable to decreases in compensation expenses of \$4.2 million, including share-based compensation, decreases in travel and marketing/promotions related expenses of \$0.8 million, decreases in legal fees expenses of \$0.5 million, decreases in public company related costs of \$0.5 million, and decreases in bad debt expenses of \$0.2 million.

Research and Development Expenses

Research and development expenses decreased by \$1.6 million, or 69.0%, from \$2.3 million for the three months ended September 30, 2023 to \$0.7 million for the three months ended September 30, 2024. Research and development expenses decreased by \$3.0 million, or 44.3%, from \$6.8 million for the nine months ended September 30, 2023 to \$3.8 million for the nine months ended September 30, 2024. The decrease during the three and nine months ended September 30, 2024 was primarily attributable to decreases in compensation expenses and subcontractor expenses used to advance our platform functionality and integration with more vehicles.

Other Income, net

Other income, net consists primarily of interest expense, change in fair value of warrants liability and derivative liability, and other income (expense). Other income, net increased by \$0.06 million from \$0.13 million of other income for the three months ended September 30, 2023, to \$0.19 million in other income for the three months ended September 30, 2024. The increase during the three months ended September 30, 2024 was primarily attributable to the change in fair value of the warrants liability, sublease income related to the subleasing of part of our main office space (See [Note 17](#)) and interest expense on debt obligations.

Other income, net consists primarily of interest expense, change in fair value of warrants liability and derivative liability, and other income (expense). Other income, net increased by \$1.84 million from \$0.68 million of other income for the nine months ended September 30, 2023, to \$2.52 million in other income for the nine months ended September 30, 2024. The increase during the nine months ended September 30, 2024 was primarily attributable to the change in fair value of the warrants liability, sublease income related to the subleasing of part of our main office space (See [Note 17](#)) and interest expense on debt obligations.

Income Taxes

In each of the three and nine months ended September 30, 2024 and 2023, we recorded no material income tax expenses. The income tax expenses during each of the three and nine months ended September 30, 2024 and 2023 were minimal primarily due to operating losses that receive no tax benefits as a result of a valuation allowance recorded for such losses.

Net Loss

Net loss decreased by \$6.7 million, or 80.2%, from \$8.3 million for the three months ended September 30, 2023, to \$1.6 million for the three months ended September 30, 2024. The decrease in net loss was primarily due to an increase in other income of \$0.1 million, and a decrease in operating expenses of \$7.4 million, which includes a decrease in cost of product and services of \$1.5 million, and a decrease in revenue of \$0.8 million, for the above aforementioned reasons.

Net loss decreased by \$11.6 million, or 48.6%, from \$24.0 million for the nine months ended September 30, 2023, to \$12.3 million for the nine months ended September 30, 2024. The decrease in net loss was primarily due to an increase in other income of \$1.8 million, and a decrease in operating expenses of \$13.0 million, which includes a decrease in cost of product and services of \$3.8 million, and a decrease in revenue of \$3.2 million, for the above aforementioned reasons.

Net Income (Loss) Attributable to Non-Controlling Interest

Net loss attributable to non-controlling interest was zero for the three months ended September 30, 2024 compared to net income attributable to non-controlling interest of \$0.01 million for the three months ended September 30, 2023. Net loss attributable to non-controlling interest was \$0.00 million for the nine months ended September 30, 2024 compared to net income attributable to non-controlling interest of \$0.02 million for the nine months ended September 30, 2023.

Net income (loss) was allocated to non-controlling interests in proportion to the relative ownership interests of the holders of non-controlling interests in Levo, an entity formed by us with Stonepeak and Evolve. We owned 51% of Levo's common units and Stonepeak and Evolve owned 49% of Levo's common units. We had determined that Levo was a variable interest entity ("VIE") in which we were the primary beneficiary. Accordingly, we had consolidated Levo and recorded a non-controlling interest for the share of Levo owned by Stonepeak and Evolve during the three and nine months ended September 30, 2024.

Stonepeak and Evolve conditional capital contribution commitments expired on August 4, 2024. On October 15, 2024, we, Stonepeak, and Evolve entered into Sale Agreement, pursuant to which Stonepeak and Evolve sold their combined 49% membership interest in Levo to us for a *de minimis* price. As a result of the Closing, we became the 100% owner of Levo.

Liquidity and Capital Resources

Sources of Liquidity

We are still an early-stage business enterprise. We have not yet demonstrated a sustained ability to generate sufficient revenue from sales of our technology and services or conduct sales and marketing activities necessary for the successful commercialization of our GIVE platform. We have not yet achieved profitability and have experienced substantial net losses, and we expect to continue to incur substantial losses for the foreseeable future. We have incurred operating losses of approximately \$14.8 million as of the nine months ended September 30, 2024, and \$32.1 million and \$36.9 million for the years ended December 31, 2023, and 2022, respectively. Our cash used in operations were \$12.2 million as of the nine months ended September 30, 2024, and \$21.3 million and \$34.1 million for the years ended December 31, 2023, and 2022, respectively. As of September 30, 2024, we had a cash balance, working capital, and total equity of \$0.3 million, \$1.3 million and \$3.0 million, respectively.

We have incurred net losses and negative cash flows from operations since our inception. We have funded our business operations primarily with the issuance of equity, debt obligations and cash from operations. We plan to fund current operations through debt obligations, increased revenues and raising additional capital. Please see below for details. However, there can be no assurance we will be successful in raising necessary funds in the future, on acceptable terms or at all.

February 2024 Public Offering

On January 31, 2024, we entered into an underwriting agreement (the “Underwriting Agreement”) with Craig-Hallum Capital Group LLC (“Craig-Hallum”) regarding an underwritten public offering of its securities (the “Offering”). The Offering was conducted pursuant to our Registration Statement on Form S-1 filed with the SEC, which was declared effective as of January 31, 2024. On February 2, 2024, we completed the Offering and received gross proceeds of approximately \$9.6 million prior to deducting underwriting discounts and commissions and offering expenses. Craig-Hallum received underwriting discounts and commissions equal to 7.0% of the gross proceeds of the Offering, and is further entitled to receive 7.0% of the gross proceeds received by us in connection with the exercise of any of the outstanding Series B Warrants issued in the Offering.

As noted above, on January 31, 2024, we entered into an Underwriting Agreement regarding the Offering which was comprised of the followings:

1. 303,500 shares of common stock;
2. 176,500 pre-funded warrants (“Pre-Funded Warrants”) to purchase shares of common stock;
3. 480,000 Series A Warrants (“Series A Warrants”) to purchase shares of common stock, with an initial exercise price of \$20.00 per share and a term of five years following the issuance date;
4. 480,000 Series B Warrants (“Series B Warrants”) to purchase shares of common stock with an exercise price of \$20.00 per share and a term of nine months following the issuance date; and
5. 480,000 Series C Warrants (“Series C Warrants”) to purchase shares of common stock with an exercise price of \$20.00 per share and a term of five years following the issuance date, subject to early expiration as described below.

Each share of common stock and Pre-Funded Warrant issued in the offering was accompanied by a Series A Warrant to purchase one share of common stock, a Series B Warrant to purchase one share of common stock and a Series C Warrant to purchase one share of common stock. The combined price per share of Common Stock and the accompanying Series A Warrant, Series B Warrant and Series C Warrant was \$20.00. The combined price per share of each Pre-Funded Warrant and accompanying Series A Warrant, Series B Warrant, and Series C Warrant was equal to \$19.9990, and the exercise price of each Pre-Funded warrant is \$0.0010 per share. The Series C Warrants may only be exercised to the extent and in proportion to a holder of the Series C Warrants exercising its Series B Warrants, and are subject to an early expiration of nine months, in proportion and only to the extent any Series C Warrants expire unexercised. In addition, Craig-Hallum was granted warrants to purchase up to 48,000 shares of common stock (the “Underwriter Warrants”) at an exercise price of \$20.00 per share. The Underwriter Warrants have a term of five years and are immediately exercisable, provided that 24,000 of the shares of common stock underlying the Underwriter Warrants shall only be exercisable pro rata upon the exercise of the Series B Warrants issued in the Offering.

Shelf Registration

On April 25, 2022, we filed a shelf registration statement with the SEC which allows us, subject to limitations under the baby shelf rules discussed below, to issue unspecified amounts of common stock, preferred stock, warrants for the purchase of shares of common stock or preferred stock, debt securities, and units consisting of any combination of any of the foregoing securities, in one or more series, from time to time and in one or more offerings up to a total dollar amount of \$100.0 million. The shelf registration statement was declared effective on May 5, 2022. Our ability to utilize the full capacity of our shelf registration, or any future shelf registration on Form S-3, is limited by our compliance with the baby shelf rules. Pursuant to the “baby shelf rules” promulgated by the SEC, if our public float is less than \$75.0 million as of specified measurement periods, the number of

securities that may be offered and sold by us under a Form S-3 registration statement, including pursuant to our shelf registration statement, in any twelve-month period is limited to an aggregate amount that does not exceed one-third of our public float. As a result, we will be limited by the baby shelf rules until such time our public float exceeds \$75 million, which means we only have the capacity to sell shares up to one-third of our public float under shelf registration statements in any twelve-month period.

Fresno Economic Opportunities Commission ("Fresno EOC")

On May 14, 2024 (the "Effective Date"), the Company and Fresno EOC entered into a master services agreement to outline the general scope of work, timeline, and pricing pursuant to which the Company will provide services and materials to Fresno EOC in connection with a turnkey fleet electrification program for its 50-shuttle fleet (the "Agreement").

Pursuant to the Agreement, between the Effective Date and June 30, 2036 (the "Term"), the Company will be responsible for the design and construction of a 26,000 square foot parking lot and implementing a comprehensive electrification system for Fresno EOC's transit fleet, including the installation of electric vehicle chargers, solar power generation hardware and integrating a battery storage system. The Company also agreed to provide certain grant writing and project management services to Fresno EOC.

The total estimated fees and expenses payable to the Company by Fresno EOC for services and materials provided in relation to the Project during the Term is approximately \$15.7 million. Each party's obligations under the Agreement are contingent to the receipt of certain grant funding by Fresno EOC, provided that if Fresno EOC terminates the Agreement due to the failure to receive such grant funding, Fresno EOC has agreed to pay the Company for services provided on or prior to such termination subject to certain limitations. Additionally, each party may terminate the Agreement upon certain material breaches of the Agreement by the other party and failure to cure.

Term Loan

On August 9, 2024, we entered into a Subordinated Business Loan and Security Agreement ("Term Loan") with Agile Lending, LLC, as lender, and Agile Capital Funding, LLC, as collateral agent. The Term Loan is a short-term, thirty-week, fixed interest rate obligation. Principal and interest on the Term Loan are payable in arrears weekly. The Term Loan is secured by certain of our assets, and it is evidenced by a subordinated secured promissory note.

The Term Loan contains customary affirmative and negative covenants. Among other things, these covenants restrict our ability to incur certain types or amounts of indebtedness, incur liens on certain assets, dispose of material assets, enter into certain restrictive agreements, or engage in certain transactions with affiliates. Additionally, the Term Loan contains customary default provisions including, but not limited to, failure to pay interest or principal when due.

The following is a summary description of the key terms of the Term Loan:

Debt	Debt Origination Date	Maturity	Principal Amount Borrowed	Carrying Value	Weighted Weekly Average Interest Rate	Weighted Annual Average Interest Rate
Term loan	8/9/2024	3/6/2025	\$ 1,000,000	838,072	2.96 %	153.90 %

Principal and interest payments of \$50,750 is due weekly on the Term Loan for thirty weeks effective August 9, 2024 to March 6, 2025, when the Term Loan is fully paid off. Total interest of \$522,501 is expected to be paid over the thirty-week loan period.

Interest expense paid on the Term Loan for the three and nine months ended September 30, 2024 was \$219,159. There was no interest expense on the Term Loan for the three and nine months ended September 30, 2023.

Below is the summary of debt obligations as of September 30, 2024 and December 31, 2023. Please see [Note 11](#) for detail descriptions:

	September 30, 2024	December 31, 2023
Term loan	\$ 902,242	\$ —
Promissory Notes - August 16, 2024	847,446	—
Promissory Notes - August 27, 2024	504,375	—
Senior Convertible Notes - October 2024	250,000	—
Total outstanding principal balance	2,504,063	—
Less: unamortized debt issuance costs and discounts	(75,833)	—
Total debt	2,428,230	—
Less: current portion of long-term debt	2,328,230	—
Long-term debt, net of current portion	\$ 100,000	\$ —

Senior Convertible Notes and Warrants

On October 31, 2024, we entered into a securities purchase agreement (the “Purchase Agreement”) with certain accredited institutional and individual investors (the “Investors”), pursuant to which we agreed to issue to the Investors (i) up to an aggregate of \$3,750,000.01 principal amount (the “Principal Amount”) senior convertible promissory notes, carrying a 10.00% original issue discount (each, a “Note” and, collectively, the “Notes”), convertible into shares of our common stock, and (ii) accompanying warrants (the “Warrants”) to purchase shares of common stock (the “Private Placement”). On October 31, 2024, we closed on the Private Placement and issued the Notes and the Warrants. Our Chief Executive Officer, Gregory Poilasne, participated as an Investor in the Private Placement, purchasing an aggregate of \$250,000 in principal amount of Notes and accompanying Warrants.

Please see [Note 11](#) for a summary description of the key items of the Notes and Warrants agreements.

The foregoing descriptions of the Notes and the Warrants are not complete and are qualified in their entirety by reference to the full text of such documents, which are filed as Exhibits 4.1, 4.2, 10.1 and 10.2, respectively, to this Quarterly Report on Form 10-Q.

Levo

On August 4, 2021, we formed Levo with Stonepeak and Evolve to rapidly accelerate the deployment of electric fleets, including zero-emission electric school buses for school districts in the United States through V2G hubs and Transportation as a service (“TaaS”). Levo utilized our proprietary V2G technology, and the conditional capital contribution commitments from Stonepeak and Evolve of \$750 million, subject to project approval process as outlined under the terms of the definitive agreements, to fund acquisition of electric fleets, and construction of EV infrastructure. Stonepeak and Evolve had the option to increase their conditional capital contribution commitments to \$1.0 billion when Levo had entered into contracts with third parties for \$500 million in aggregate capital expenditures. See Note 11, in the Notes to Consolidated Financial Statements included in the Company’s 2023 Form 10-K for a detailed discussion of the Company’s Stonepeak and Evolve Warrants related Securities Purchase Agreement (as defined in the Company’s 2023 Form 10-K).

Stonepeak and Evolve conditional capital contribution commitments expired on August 4, 2024. On October 15, 2024, we, Stonepeak, and Evolve entered into the Sale Agreement, pursuant to which Stonepeak and Evolve sold their combined 49% membership interest in Levo to us for a *de minimis* price. As a result, we became the 100% owner of Levo.

Cash Flows

	Nine Months Ended September 30,	
	2024	2023
Net cash (used in) provided by:		
Operating activities	\$ (12,242,822)	\$ (6,200,232)
Investing activities	(54,630)	1,125,278
Financing activities	11,085,523	3,226,403
Effect of exchange rate on cash and restricted cash	2,514	(40,699)
Net decrease in cash and restricted cash	\$ (1,209,415)	\$ (1,889,250)

Net cash used in operating activities during the nine months ended September 30, 2024 was \$12.2 million as compared to net cash used of \$6.2 million in the nine months ended September 30, 2023. The \$6.0 million decrease in net cash used in operating activities was primarily attributable to lower use of cash for working capital during the nine months ended September 30, 2024 as compared to the same prior period. Working capital during the nine months ended September 30, 2024 was impacted by, among other items, lower net loss of \$12.3 million, resulting from decrease in operating expenses and lower revenue. Additionally, improved timing and management of vendor terms compared to the cash settlement of such items contributed to lower use of cash for working capital.

During the nine months ended September 30, 2024, cash used for investing activities was \$0.05 million as compared to net cash provided by investing activities of \$1.1 million during the nine months ended September 30, 2023. Net cash provided by investing activities during the nine months ended September 30, 2023 were from the sale of our equity investment in Switch EV Ltd partnership alliance, partially offset by purchase of fixed assets.

Net cash provided for financing activities for the nine months ended September 30, 2024 was \$11.1 million, of which \$8.5 million was the proceeds from public offering of common stock, partially offset by issuance cost, \$0.2 million was from the exercise of common stock warrants, partially offset by issuance cost, proceed from debt obligations of \$2.6 million, and repayment debt obligations of \$0.2 million. Net cash provided for financing activities for the nine months ended September 30, 2023 was \$3.2 million, of which \$2.3 million was the proceeds from direct offering, partially offset by issuance cost, and \$0.9 million was provided in connection with the proceeds from the at-the-market common stock offering.

Off-Balance Sheet Arrangements

We are not a party to any off-balance sheet arrangements.

Critical Accounting Policies and Estimates

Management's discussion and analysis of our financial condition and results of operations is based on our consolidated financial statements, which have been prepared in accordance with U.S. GAAP. The preparation of these consolidated financial statements requires us to make estimates and assumptions for the reported amounts of assets, liabilities, revenue, expenses and related disclosures. Our estimates are based on its historical experience and on various other factors that we believe are reasonable under the circumstances, the results of which form the basis for making judgments about the carrying value of assets and liabilities that are not readily apparent from other sources. Actual results may differ from these estimates under different assumptions or conditions and any such differences may be material.

For a summary of our significant accounting policies, see Note 2, Summary of Significant Accounting Policies, of the Notes to Consolidated Financial Statements included in Part I, Item 1 of our 2023 Form 10-K. For a summary of our critical accounting estimates, please see "Management's Discussion and Analysis of Financial Condition and Results of Operations—Critical Accounting Policies and Estimates" in our 2023 Form 10-K.

Recent Accounting Pronouncements

See Note 2, Summary of Significant Accounting Policies, of the Notes to Consolidated Financial Statements included in Part I, Item 1 of our 2023 Form 10-K.

Emerging Growth Company Accounting Election

Section 102(b)(1) of the JOBS Act exempts emerging growth companies from being required to comply with new or revised financial accounting standards until private companies are required to comply with the new or revised financial accounting standards. The JOBS Act provides that a company can choose not to take advantage of the extended transition period and comply with the requirements that apply to non-emerging growth companies, and any such election to not take advantage of the extended transition period is irrevocable. The Company is an "emerging growth company" as defined in Section 2(A) of the Securities Act of 1933, as amended, and has elected to take advantage of the benefits of this extended transition period.

The Company expects to use this extended transition period for complying with new or revised accounting standards that have different effective dates for public business entities and non-public business entities until the earlier of the date the Company (a) is no longer an emerging growth company or (b) affirmatively and irrevocably opts out of the extended transition period provided in the JOBS Act. This may make it difficult or impossible to compare the Company's financial results with the financial results of another public company that is either not an emerging growth company or is an emerging growth company that has chosen not to take advantage of the extended transition period exemptions because of the potential differences in accounting standards used. See Note 2 of the accompanying unaudited condensed consolidated financial statements of Nuvve included elsewhere in this Quarterly Report for the recent accounting pronouncements adopted and the recent accounting pronouncements not yet adopted for the nine months ended September 30, 2024.

In addition, the Company intends to rely on the other exemptions and reduced reporting requirements provided by the JOBS Act. Subject to certain conditions set forth in the JOBS Act, if, as an emerging growth company, the Company intends to rely on such exemptions, the Company is not required to, among other things: (a) provide an auditor's attestation report on the Company's system of internal control over financial reporting pursuant to Section 404(b) of the Sarbanes-Oxley Act; (b) provide all of the compensation disclosure that may be required of non-emerging growth public companies under the Dodd-Frank Wall Street Reform and Consumer Protection Act; (c) comply with any requirement that may be adopted by the Public Company Accounting Oversight Board regarding mandatory audit firm rotation or a supplement to the auditor's report providing additional information about the audit and the consolidated financial statements (auditor discussion and analysis); or (d) disclose certain executive compensation-related items such as the correlation between executive compensation and performance and comparisons of the Chief Executive Officer's compensation to median employee compensation.

The Company will remain an emerging growth company under the JOBS Act until the earliest of (a) December 31, 2025, which the last day of the Company's first fiscal year following the fifth anniversary of Newborn's IPO, (b) the last date of the Company's fiscal year in which the Company has total annual gross revenue of at least \$1.235 billion, (c) the date on which the Company is deemed to be a "large accelerated filer" under the rules of the SEC with at least \$700.0 million of outstanding securities held by non-affiliates or (d) the date on which the Company has issued more than \$1.0 billion in non-convertible debt securities during the previous three years.

Item 3. Quantitative and Qualitative Disclosures About Market Risk.

Not applicable.

Item 4. Controls and Procedures.**Evaluation of Disclosure Controls and Procedures**

Our management, with the participation of our Chief Executive Officer and our Chief Financial Officer, our principal executive officer and principal accounting and financial officer, respectively, have evaluated the effectiveness of our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act) as of September 30, 2024.

Disclosure controls and procedures are controls and other procedures that are designed to ensure that information required to be disclosed in our reports filed or submitted under the Exchange Act is recorded, processed, summarized and reported, within the time periods specified in the SEC's rules and forms. Disclosure controls and procedures include, without limitation, controls and procedures designed to ensure that information required to be disclosed in our reports filed under the Exchange Act is accumulated and communicated to management, including our Chief Executive Officer and our Chief Financial Officer, as appropriate to allow timely decisions regarding required disclosure. Based on the evaluation of our disclosure controls and procedures, our Chief Executive Officer and our Chief Financial Officer have concluded that our disclosure controls and procedures were effective as of September 30, 2024.

Changes in Internal Control over Financial Reporting

There has been no change in our internal control over financial reporting during the quarter ended September 30, 2024, that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

PART II—OTHER INFORMATION

Item 1. Legal Proceedings

The information required to be set forth under this Part II, Item 1 is incorporated by reference to Note 17 “Commitments and Contingencies” of the Notes to Unaudited Condensed Consolidated Financial Statements included in Part I, Item 1 of this Quarterly Report on Form 10-Q.

From time to time, we may be involved in legal proceedings or subject to claims incident to the ordinary course of business. The outcome of litigation is inherently uncertain, and there can be no assurances that favorable outcomes will be obtained. In addition, regardless of the outcome, such proceedings or claims can have an adverse impact on us because of defense and settlement costs, diversion of resources and other factors.

Item 1A. Risk Factors

Below we are providing, in supplemental form, changes to our risk factors from those previously disclosed in Part I, Item 1A of our Annual Report on Form 10-K for the year ended December 31, 2023. Our risk factors disclosed in Part I, Item 1A of our Annual Report on Form 10-K for the year ended December 31, 2023 provide additional discussion regarding these supplemental risks and we encourage you to read and carefully consider all of the risk factors disclosed in Part I, Item 1A of our Annual Report on Form 10-K for the year ended December 31, 2023, together with the below, for a more complete understanding of the risks and uncertainties material to our business.

We received notice from Nasdaq that our stockholders' equity is below \$2,500,000. Our failure to meet Nasdaq's continued listing standards could result in the delisting of our common stock from the Nasdaq Capital Market, which could have a material adverse effect on our financial condition, negatively impact the price of our common stock and could make it more difficult for holders of our common stock to sell their shares. We are not in compliance with the Nasdaq Capital Market the minimum stockholders' equity requirement and our failure to meet Nasdaq's continued listing standards could result in the delisting of our common stock, negatively impact the price of our common stock and negatively impact our ability to raise additional capital.

On May 22, 2024, we received written notice from the Listing Qualifications Department of Nasdaq notifying us that we are not currently in compliance with the requirement of maintaining stockholders' equity of at least \$2,500,000 for continued inclusion on The Nasdaq Capital Market under Nasdaq Marketplace Rule 5550(b)(1) (the “Stockholders' Equity Rule”). In each of the Company's Quarterly Reports on Form 10-Q for the three months ended March 31, 2024 and June 30, 2024, the Company reported stockholders' equity of less than \$2,500,000. On July 5, 2024, we provided Nasdaq a plan regarding how we expect to regain compliance with the Stockholders' Equity Rule. Following discussions with Nasdaq, we submitted additional information relating to our plan to regain compliance on August 23, 2024. Nasdaq subsequently granted us an extension to November 18, 2024 to evidence compliance with the rule. There may be no assurances that our plan of compliance will be successful or that we will be able to regain compliance with the Stockholders' Equity Rule. If we fail to regain compliance with the Stockholders' Equity Rule we may be subject to the delisting of our common stock from the Nasdaq Capital Market.

Additionally, if we fail to comply with any other continued listing standards of Nasdaq, our common stock will also be subject to delisting. If that were to occur, our common stock would be subject to rules that impose additional sales practice requirements on broker-dealers who sell our securities. The additional burdens imposed upon broker-dealers by these requirements could discourage broker-dealers from effecting transactions in our common stock. This would significantly and negatively affect the ability of investors to trade our securities and would significantly and negatively affect the value and liquidity of our common stock.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds.

In July 2024, the Company granted pre-funded warrants (the “Consulting Warrant”) to purchase an aggregate of 60,000 shares of Common Stock to a consultant of the Company as compensation for certain consulting services rendered. The Consulting Warrant is exercisable, in part or in full, for shares of Common Stock of the Company at an exercise price of \$0.001 per share. On September 26, 2024, the Company issued 30,000 shares of Common Stock upon the partial exercise of the Consulting Warrant.

The issuance of the securities described herein were made pursuant to the exemption from the registration provided by Section 4(a)(2) of Securities Act of 1933, as amended (the “Securities Act”), and Rule 506(b) of Regulation D promulgated thereunder. The securities issued have not been registered under the Securities Act and may not be offered or sold in the United States absent registration or an applicable exemption from registration requirements.

Other than the foregoing, there were no unregistered sales of equity securities during the period covered by this Quarterly Report on Form 10-Q that were not previously included in a Current Report on Form 8-K filed by the Company.

Item 3. Defaults Upon Senior Securities.

None.

Item 4. Mine Safety Disclosures.

Not applicable.

Item 5. Other Information.

During the three months ended September 30, 2024, no director or officer of the Company adopted or terminated a “Rule 10b5-1 trading arrangement” or “non-Rule 10b5-1 trading arrangement,” as each term is defined in Item 408(a) of Regulation S-K.

Item 6. Exhibits.

Exhibit No.	Description	Incorporation by Reference		
		Form	Exhibit No.	Filing Date
3.1	Amended and Restated Certificate of Incorporation	8-K	3.1	3/25/2021
3.2	Certificate of Amendment to Amended and Restated Certificate of Incorporation	8-K	3.1	1/22/2024
3.3	Certificate of Amendment to Amended and Restated Certificate of Incorporation	8-K	3.1	9/17/2024
3.4	Second Amended and Restated Bylaw of Nuvve Holding Corp.	8-K	3.1	12/5/2023
4.1	Form of Convertible Note	8-K	4.1	11/01/2024
4.2	Form of Warrant	8-K	4.2	11/01/2024
10.1	Form of Securities Purchase Agreement	8-K	10.1	11/01/2024
10.2	Form of Registration Rights Agreement	8-K	10.2	11/01/2024
10.3	Subordinated Business Loan and Security Agreement, dated August 9, 2024, by and among Nuvve Holding Corp. as borrower, Agile Lending, LLC, as Lender, and Agile Capital Funding, LLC, as collateral agent.	10-Q	10.2	8/14/2024
10.4	Form of Convertible Promissory Note dated August 16, 2024	*		
10.5	Contribution and Unit Purchase Agreement entered as of August 16, 2024, by and among Nuvve CPO Inc., a Delaware corporation and wholly-owned subsidiary of Nuvve Holding Corp., a Delaware corporation, and WISE-EV LLC, or its designee, and Deep Impact 1 LLC, a Delaware limited liability company.	*		
10.6	Form of Convertible Promissory Note dated August 27, 2024	8-K	10.1	8/29/2024
31.1	Rules 13a-14(a) Certification of Chief Executive Officer	*		
31.2	Rules 13a-14(a) Certification of Chief Financial Officer	*		
32.1	Section 1350 Certification of Chief Executive Officer	+		
32.2	Section 1350 Certification of Chief Financial Officer	+		
101.INS	Inline XBRL Instance Document - the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document.	+		
101.SCH	Inline XBRL Taxonomy Extension Schema Document	+		
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document	+		
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document	+		
101.LAB	Inline XBRL Taxonomy Extension Labels Linkbase Document	+		
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document	+		
104	Cover Page Interactive Data File - the cover page interactive data file does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document.	+		

* Filed herewith.

+ Furnished herewith.

SIGNATURES

In accordance with the requirements of the Exchange Act, the registrant caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

November 12, 2024

NUVVE HOLDING CORP.

By: /s/ Gregory Poilasne
Gregory Poilasne
Chief Executive Officer
(Principal Executive Officer)

By: /s/ David Robson
David Robson
Chief Financial Officer
(Principal Financial and Accounting Officer)

FORM OF PROMISSORY NOTE

\$[●]

August [●], 2024

FOR VALUE RECEIVED, Deep Impact 1 LLC, a Delaware limited liability company (the “**Borrower**”), hereby unconditionally promises to pay to the order of [●] (the “**Noteholder**”, and together with the other Investors (as that term is defined in the Borrower’s Limited Liability Company Agreement, dated as of or about the date hereof, as amended from time to time (the “**LLC Agreement**”), the “**Noteholders**”) the principal amount of \$[●] (the “**Loan**”), together with all accrued interest thereon, as provided in this Promissory Note (this “**Note**”).

1. Payment Dates.

(a) Payment Date. The aggregate unpaid principal amount of the Loan, all accrued and unpaid interest, and all other amounts payable under this Note shall be due and payable on August [●], 2027.

(b) Prepayment. The Borrower may prepay the Loan in whole or in part at any time or from time to time without penalty or premium by paying the principal amount to be prepaid together with accrued interest thereon to the date of the prepayment.

(c) No Reborrowing. Principal amounts repaid or prepaid may not be reborrowed.

2. Interest.

(a) Interest Rate. Except as provided in Section 2(c), the principal amount outstanding under this Note from time to time shall bear interest at a rate per annum (the “**Interest Rate**”) equal to 17.5% compounded quarterly.

(b) Interest Payment Dates. Commencing as of the Initial Interest Payment Date, Interest shall be payable quarterly in arrears on each Payment Date. “**Initial Interest Payment Date**” shall mean the date on which the Borrower receives the funding from the Initial Grant Award (as that term is defined in the LLC Agreement).

(c) Default Interest. If any amount payable hereunder is not paid when due (without regard to any applicable grace period), whether at stated maturity, by acceleration, or otherwise, such overdue amount shall bear interest at the Interest Rate plus five percent (5%) (the “**Default Rate**”).

(d) Computation of Interest. All computations of interest hereunder shall be made on the basis of a year of 365/366 days, as the case may be, the actual number of days elapsed and shall be compounded quarterly. Interest shall begin to accrue on the

Loan on the date of this Note. For any portion of the Loan that is repaid, interest shall not accrue on the date on which such payment is made.

(e) Interest Rate Limitation. If at any time the Interest Rate payable on the Loan shall exceed the maximum rate of interest permitted under applicable law, such Interest Rate shall be reduced automatically to the maximum rate permitted.

3. Payment Mechanics.

(a) Manner of Payment. All payments of principal and interest shall be made in US dollars no later than 5:00 P.M. Eastern Time on each Payment Date and on the date on which such payment is due. Such payments shall be made by cashier's check, certified check, or wire transfer of immediately available funds to the Noteholder's account at a bank specified by the Noteholder in writing to the Borrower from time to time.

(b) Application of Payments. All payments shall be applied, *first*, to fees or charges outstanding under this Note, *second*, to accrued interest, and, *third*, to principal outstanding under this Note.

(c) Business Day. Whenever any payment hereunder is due on a day that is not a Business Day, such payment shall be made on the next succeeding Business Day, and interest shall be calculated to include such extension. "**Business Day**" means a day other than Saturday, Sunday, or other day on which commercial banks in New York, NY are authorized or required by law to close.

(d) Evidence of Debt. The Borrower authorizes the Noteholder to record on the grid attached as Exhibit A the Loan made to the Borrower and the date and amount of each payment or prepayment of the Loan. The entries made by the Noteholder shall be *prima facie* evidence of the existence and amount of the obligations of the Borrower recorded therein in the absence of manifest error. No failure to make any such record, nor any errors in making any such records, shall affect the validity of the Borrower's obligation to repay the unpaid principal of the Loan with interest in accordance with the terms of this Note.

4. Representations and Warranties. The Borrower represents and warrants to the Noteholder as follows:

(a) Existence. The Borrower is a limited liability company duly formed, validly existing, and in good standing under the laws of the state of its organization. The Borrower has the requisite power and authority to own, lease, and operate its property, and to carry on its business.

(b) Compliance with Law. The Borrower is in compliance with all laws, statutes, ordinances, rules, and regulations applicable to or binding on the Borrower, its property, and business.

(c) Power and Authority. The Borrower has the requisite power and authority to execute, deliver, and perform its obligations under this Note.

(d) Authorization; Execution and Delivery. The execution and delivery of this Note by the Borrower and the performance of its obligations hereunder have been duly authorized by all necessary limited liability action in accordance with applicable law. The Borrower has duly executed and delivered this Note.

5. Events of Default. The occurrence and continuance of any of the following shall constitute an “**Event of Default**” hereunder:

(a) Failure to Pay. The Borrower fails to pay (i) any principal amount of the Loan when due; (ii) any interest on the Loan within five (5) days after the date such amount is due; or (iii) any other amount due hereunder within ten (10) days after such amount is due.

(b) Breach of Representations and Warranties. Any representation or warranty made by the Borrower to the Noteholder herein contains an untrue or misleading statement of a material fact as of the date made; *provided, however*, no Event of Default shall be deemed to have occurred pursuant to this **Section 5(b)** if, within thirty (30) days of the date on which the Borrower receives notice (from any source) of such untrue or misleading statement, Borrower shall have addressed the adverse effects of such untrue or misleading statement to the reasonable satisfaction of the Noteholder.

(c) Bankruptcy; Insolvency.

(i) The Borrower institutes a voluntary case seeking relief under any law relating to bankruptcy, insolvency, reorganization, or other relief for debtors.

(ii) An involuntary case is commenced seeking the liquidation or reorganization of the Borrower under any law relating to bankruptcy or insolvency, and such case is not dismissed or vacated within sixty (60) days of its filing.

(iii) The Borrower makes a general assignment for the benefit of its creditors.

(iv) The Borrower is unable, or admits in writing its inability, to pay its debts as they become due.

(v) A case is commenced against the Borrower or its assets seeking attachment, execution, or similar process against all or a substantial part of its assets, and such case is not dismissed or vacated within sixty (60) days of its filing.

(d) Failure to Give Notice. The Borrower fails to give the notice of Event of Default specified in 6.

6. Notice of Event of Default. As soon as possible after it becomes aware that an Event of Default has occurred, and in any event within two (2) Business Days, the Borrower shall notify the Noteholder in writing of the nature and extent of such Event of Default and the action, if any, it has taken or proposes to take with respect to such Event of Default.

7. Remedies; Conversion Upon Default. Upon the occurrence and during the continuance of an Event of Default, the Noteholder may, at its option, by written notice to the Borrower declare the outstanding principal amount of the Loan, accrued and unpaid interest thereon, and all other amounts payable hereunder immediately due and payable; *provided, however*, if an Event of Default described in Sections 5(c)(i), 5(c)(iii), or 5(c)(iv) shall occur, the outstanding principal amount, accrued and unpaid interest, and all other amounts payable hereunder shall become immediately due and payable without notice, declaration, or other act on the part of the Noteholder; *provided further, however*, notwithstanding anything to contrary herein, if an Event of Default described in Sections 5(c)(i), 5(c)(iii), or 5(c)(iv), the Noteholders may, in their option and in lieu of payment of the outstanding principal amount of the Loan and any accrued and unpaid interest thereon, elect to require the Borrower issue to such Noteholders an aggregate of 101 Units (as defined in the LLC Agreement) in an amount to such Noteholder's pro rata share of the aggregate outstanding principal amount under the Promissory Notes held by such Investors.

8. Expenses. The Borrower shall reimburse the Noteholder on demand for all reasonable and documented out-of-pocket costs, expenses, and fees, including the reasonable fees and expenses of counsel, incurred by the Noteholder in connection with the negotiation, documentation, and execution of this Note and the enforcement of the Noteholder's rights hereunder.

9. Notices. All notices and other communications relating to this Note shall be in writing and shall be deemed given upon the first to occur of (x) deposit with the United States Postal Service or overnight courier service, properly addressed and postage prepaid; (y) transmittal by electronic communication (including email, internet or intranet websites, or facsimile properly addressed (with written acknowledgment from the intended recipient such as "return receipt requested" function, return e-mail, or other written acknowledgment); or (z) actual receipt by an employee or agent of the other party. Notices hereunder shall be sent to the following addresses, or to such other address as such party shall specify in writing:

(a) If to the Borrower:

Deep Impact 1 LLC
2488 Historic Decatur Rd., Suite 200
San Diego, CA 92106
Attention: Manager
E-mail: [●]

(b) If to the Noteholder:

To the most recent home address as indicated in the

Company's records
E-mail: [●]

10. Governing Law. This Note and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based on, arising out of, or relating to this Note and the transactions contemplated hereby shall be governed by and construed in accordance with the laws of the State of Delaware.

11. Disputes.

(a) Submission to Jurisdiction.

(i) The Borrower irrevocably and unconditionally (A) agrees that any action, suit, or proceeding arising from or relating to this Note may be brought in the courts of the State of California sitting in San Diego County, and in the United States District Court for the Southern District of California and (B) submits to the jurisdiction of such courts in any such action, suit, or proceeding. Final judgment against the Borrower in any such action, suit, or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

(ii) Nothing in this **Section 11(a)** shall affect the right of the Noteholder to bring any action, suit, or proceeding relating to this Note against the Borrower or its properties in the courts of any other jurisdiction.

(iii) Nothing in this **Section 11(a)** shall affect the right of the Noteholder to serve process upon the Borrower in any manner authorized by the laws of any such jurisdiction.

(b) Venue. The Borrower irrevocably and unconditionally waives, to the fullest extent permitted by law, (i) any objection that it may now or hereafter have to the laying of venue in any action, suit, or proceeding relating to this Note in any court referred to in **Section 11(a)**, and (ii) the defense of inconvenient forum to the maintenance of such action, suit, or proceeding in any such court.

(c) Waiver of Jury Trial. THE BORROWER HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY RELATING TO THIS NOTE OR THE TRANSACTIONS CONTEMPLATED HEREBY, WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER THEORY.

12. Successors and Assigns. This Note may be assigned or transferred by the Noteholder to any individual, corporation, company, limited liability company, trust, joint venture, association, partnership, unincorporated organization, governmental authority, or other entity.

13. Integration. This Note constitutes the entire contract between the Borrower and the Noteholder with respect to the subject matter hereof and supersedes all previous agreements and understandings, oral or written, with respect thereto.

14. Amendments and Waivers. No term of this Note may be waived, modified, or amended, except by an instrument in writing signed by the Borrower and the Noteholder. Any waiver of the terms hereof shall be effective only in the specific instance and for the specific purpose given.

15. No Waiver; Cumulative Remedies. No failure by the Noteholder to exercise and no delay in exercising any right, remedy, or power hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, or power hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, or power. The rights, remedies, and powers herein provided are cumulative and not exclusive of any other rights, remedies, or powers provided by law.

16. Severability. If any term or provision of this Note is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Note or render such term or provision invalid or unenforceable in any other jurisdiction.

17. Counterparts. This Note and any amendments, waivers, consents, or supplements hereto may be executed in counterparts, each of which shall constitute an original, but all of which taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Note by facsimile or in electronic (“pdf” or “tif” or any other electronic means that reproduces an image of the actual executed signature page) format shall be as effective as delivery of a manually executed counterpart of this Note.

18. Electronic Execution. The words “execution,” “signed,” “signature,” and words of similar import in this Note shall be deemed to include electronic and digital signatures and the keeping of records in electronic form, each of which shall be of the same effect, validity, and enforceability as manually executed signatures and paper-based recordkeeping systems, to the extent and as provided for under applicable law, including the Electronic Signatures in Global and National Commerce Act of 2000 (15 U.S.C. §§ 7001-7031), the Electronic Signatures and Records Act of 1999 (N.Y. State Tech. Law §§ 301-309), and any other similar state laws based on the Uniform Electronic Transactions Act.

IN WITNESS WHEREOF, the Borrower has executed this Note as of the date first listed above.

DEEP IMPACT 1 LLC

By _____

Name:

Title:

ACKNOWLEDGED AND ACCEPTED BY
[INVESTOR]

By _____

[Signature Page to Promissory Note]

CONTRIBUTION AND UNIT PURCHASE AGREEMENT

This Contribution and Unit Purchase Agreement (this “**Agreement**”) is entered as of August 16, 2024, by and among Nuvve CPO Inc., a Delaware corporation (“**Nuvve**”) and wholly-owned subsidiary of Nuvve Holding Corp., a Delaware corporation, and WISE-EV LLC, or its designee (“**Wise**”) (each of Nuvve and Wise is referred to herein as a “**Purchaser**” and, together, as the “**Purchasers**”), and Deep Impact 1 LLC, a Delaware limited liability company (the “**Company**”).

RECITALS

WHEREAS, the Company is a limited liability company formed under the laws of the State of Delaware;

WHEREAS, subject to the terms and conditions of this Agreement, the Purchasers desire to purchase from the Company, and the Company desires to issue and sell to the Purchaser, the Units in the Company (the “**Interests**”) set forth in Section 1, each having the rights set out in that certain Limited Liability Company Agreement of the Company, dated as of the date hereof, a copy of which is attached hereto as **Exhibit A** (as amended, modified, or supplemented from time to time, the “**LLC Agreement**”); and

WHEREAS, capitalized terms used herein without definition shall have the meanings assigned to such terms in the LLC Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Purchase and Sale. On the terms and subject to the conditions of this Agreement, at the Closing (as defined herein), the Purchaser shall purchase from the Company, and the Company shall sell and issue to the Purchaser, the Interests in the amounts and for the purchase price set forth on **Schedule A** hereto (collectively, the “**Purchased Interests**”), free and clear of all liens, claims, or other encumbrances (“**Liens**”) other than restrictions under applicable securities laws and the LLC Agreement. The Purchaser shall fund the purchase price payable for the Purchased Interests by making a capital contribution to the Company as set forth on **Schedule A** hereto.

2. Closing.

(a) Subject to the terms and conditions of this Agreement, the closing of the purchase and sale of the Purchased Interests (the “**Closing**”) shall take place at 9:00 a.m. Eastern Time on August 20, 2024, or at such other time and place as the Company may designate (the “**Closing Date**”), at the offices of Baker & Hostetler LLP, or remotely by exchange of documents and signatures (or their electronic counterparts). At the Closing:

(i) Each Purchaser shall deliver to the Company:

(A) the purchase price for such Purchaser's respective Purchased Interests as set forth on **Schedule A** (the "**Purchase Price**"), payable in cash in immediately available funds;

(B) a duly executed counterpart signature page to the LLC Agreement; and

(C) duly executed counterpart signature pages to the JV Agreements to which such Purchaser is a party.

(ii) The Company shall:

(A) update the Company's books and records to reflect (x) the admission of each Purchaser as a Member holding such Purchasers respective Interests and (y) a capital contribution to the Company by each Purchaser in the amount of such Purchaser's respective Purchase Price; and

(B) deliver to each Purchaser duly executed counterpart signature pages to the JV Agreements to which the Company is a party.

(b) The obligations of each Purchaser to purchase and pay for its respective Purchased Interests and of the Company to sell the Purchased Interests to the Purchasers, respectively, are subject to the satisfaction on the Closing Date of the following conditions precedent:

(i) In the case of the Purchasers' obligations, the representations and warranties of the Company contained in Section 4 shall be true and correct on the Closing Date with the same effect as though such representations and warranties had been made as of the Closing.

(ii) In the case of the Company's obligations, the representations and warranties of the Purchasers contained in Section 3 shall be true and correct on the Closing Date with the same effect as though such representations and warranties had been made as of the Closing.

3. Representations and Warranties of the Purchasers. Each Purchaser represents and warrants to the Company that:

(a) Authority. Such Purchaser is duly incorporated or formed, validly existing, and in good standing under the laws of the jurisdiction of its incorporation or formation, and has all requisite corporate or limited liability company, as applicable, power and authority to execute and deliver this Agreement, the LLC Agreement and the other JV Agreements to which it is a party and to perform such Purchaser's obligations hereunder and thereunder.

(b) Authorization; Enforceability. The execution and delivery by such Purchaser of this Agreement, the LLC Agreement and the other JV Agreements to which it is a party and the consummation by such Purchaser of the transactions contemplated hereby and thereby have been duly authorized by all necessary corporate or limited liability company, as applicable, action on the part of such Purchaser. This Agreement has been duly executed and delivered by such Purchaser and constitutes, and when the LLC Agreement has been duly executed and delivered by such Purchaser such agreement will constitute, a legal, valid, and binding obligation of the Purchaser, enforceable against such Purchaser in accordance with its terms, except as may be limited by bankruptcy, insolvency, reorganization, moratorium, and other similar laws of general applicability relating to or affecting creditors' rights or general equity principles (regardless of whether considered at law or in equity).

(c) No Conflicts; Consents. The execution and delivery by such Purchaser of this Agreement, the LLC Agreement and the JV Agreements to which such Purchaser is a party do not, and the consummation by such Purchaser of the transactions contemplated hereby and thereby will not (with or without the giving of notice, the lapse of time, or both), contravene, conflict with, or result in a breach or violation of, or a default under (i) such Purchaser's certificate of incorporation or certificate of formation, as applicable, by-laws, or other constitutive documents; (ii) any judgment, order, decree, statute, law, ordinance, rule, or regulation applicable to such Purchaser; or (iii) any material contract, agreement, or instrument to which such Purchaser is a party or otherwise bound. No consent, approval, waiver, or authorization is required to be obtained by such Purchaser from any Person (including any governmental authority) in connection with the execution, delivery, and performance by such Purchaser of this Agreement, the LLC Agreement, and the consummation of the transactions contemplated hereby and thereby.

(d) No Registration. The Purchaser understands and acknowledges that the Purchased Interests have not been registered under the Securities Act of 1933, as amended (the "**Securities Act**"), or the securities laws of any other jurisdiction and the offer and sale of the Purchased Interests are being made in reliance on one or more exemptions for private offerings under Section 4(a)(2) of the Securities Act and certain exemptions from applicable state securities laws. No sale, transfer, assignment, or other disposition ("**Transfer**"), whether with or without consideration and whether voluntarily or involuntarily or by operation of law, of any of the Purchased Interests is permitted unless such Transfer is registered under the Securities Act and other applicable securities laws, or an exemption from such registration is available. Such Purchaser understands and acknowledges that no federal or state agency has passed upon the merits or risks of, or made any finding or determination concerning the fairness or advisability of, an investment in the Purchased Interests.

(e) Knowledge and Experience; Risk of Loss. Such Purchaser understands and accepts that the purchase of the Purchased Interests involves various risks. Such Purchaser has sufficient knowledge, sophistication, and experience in business and financial matters and illiquid investments similar to an investment in the Company so as

to be capable of evaluating the merits and risks of an investment in the Purchased Interests, including the risk that such Purchaser could lose the entire value of such Purchaser's investment in the Company. With the assistance of such Purchaser's own professional advisors (to the extent that the Purchaser has deemed such assistance appropriate), such Purchaser has undertaken their own legal, tax, accounting, financial, and other evaluation of the merits and risks of an investment in such Purchased Interests in light of such Purchaser's own circumstances and financial condition and has concluded that they are capable of bearing the economic risk of holding the Purchased Interests for an indefinite period of time, have adequate means to provide for their current needs and contingencies (after giving effect to an investment in the Purchased Interests), and can afford to suffer a complete loss of such Purchaser's investment in the Company.

(f) Lack of Liquidity. Such Purchaser acknowledges and agrees that no market for the resale of any of the Purchased Interests currently exists, and no such market may ever exist. The Purchased Interests are subject to the restrictions on transfer set out in the LLC Agreement. Accordingly, no Transfer of any of the Purchased Interests is permitted unless such Transfer is permitted under and complies with the applicable provisions of the LLC Agreement. Such Purchaser confirms their understanding that such Purchaser must bear the economic and financial risk of an investment in the Purchased Interests for an indefinite period of time.

(g) Information Concerning the Company; Access to Management. Such Purchaser has made such independent investigation of the Company, its management, its financial condition, and related matters as such Purchaser deems necessary or advisable in connection with the purchase of the Purchased Interests. Such Purchaser and such Purchaser's representatives have been afforded a full opportunity to ask questions of and receive answers from the manager of the Company about the business and affairs of the Company, and to examine all such documents, materials, and information concerning the Company as such Purchaser or such representatives deem to be necessary or advisable in order for such Purchaser to reach an informed decision concerning whether to make an investment in the Company. Such Purchaser confirms that all of such Purchaser's and any of such Purchaser's representatives' requests or questions have been answered to their full satisfaction and no request or question has been denied or remains unfulfilled or unanswered.

(h) Non-Reliance.

(i) Such Purchaser is not relying on (and will not at any time rely on) any communication (written or oral) of the Company or any of its affiliates or representatives as investment advice or as a recommendation to purchase the Purchased Interests, it being understood that any information and explanations related to the terms and conditions of the Purchased Interests shall not be considered investment advice or a recommendation to purchase the Purchased Interests.

(ii) Such Purchaser confirms that the Company has not (A) given any guarantee or representation as to the potential success, return, effect, or benefit (either legal, regulatory, tax, financial, accounting, or otherwise) of an investment in the Purchased Interests; or (B) made any representation to such Purchaser regarding the legality of an investment in the Purchased Interests under applicable legal investment or similar laws or regulations. In deciding to purchase the Purchased Interests, such Purchaser is not relying on the advice or recommendations of the Company and such Purchaser has made their own independent decision that an investment in the Purchased Interests is suitable and appropriate for such Purchaser.

(iii) Other than the representations and warranties of the Company set forth in Section 4, neither the Company nor any other Person makes any representation or warranty, expressed or implied, as to the accuracy or completeness of the information provided or to be provided to such Purchaser by or on behalf of the Company or related to the transactions contemplated hereby, and nothing contained in any documents provided or statements made by or on behalf of the Company to such Purchaser is, or shall be relied upon as, a promise or representation by the Company or any other Person that any such information is accurate or complete.

(i) Accredited Investor Status. Such Purchaser is an “accredited investor,” as defined in Rule 501 of Regulation D promulgated under the Securities Act. The Purchaser agrees to furnish any additional information requested by the Company or any of its affiliates to assure compliance with applicable U.S. federal and state securities laws in connection with the purchase and sale of the Purchased Interests.

(j) Investment Intent. Such Purchaser is purchasing the Purchased Interests for such Purchaser’s own benefit and account for investment purposes only, and not with a view to, or in connection with, any public offering, resale, or distribution thereof. Such Purchaser will not sell, assign, transfer, or otherwise dispose of any of the Purchased Interests, or any interest therein, in violation of the Securities Act or any applicable state securities law. Such Purchaser understands that the Company is relying upon the Purchaser’s representations and agreements contained in this Agreement for the purpose of determining whether the offering of the Purchased Interests is exempt from registration under the Securities Act and all applicable state securities laws.

(k) No General Solicitation. Such Purchaser confirms that they have not been offered the Purchased Interests by any means of general solicitation or general advertising.

(l) Closing Date Reaffirmation. Such Purchaser understands that, unless the Purchaser notifies the Company in writing to the contrary at or before the Closing, each of the Purchaser’s representations and warranties contained in this Agreement will be deemed to have been reaffirmed and confirmed as of the Closing Date, taking into account all information received by such Purchaser.

4. Representations and Warranties of the Company. The Company represents and warrants to the Purchasers that:

(a) Authority. The Company is a limited liability company duly formed, validly existing, and in good standing under the laws of the state of Delaware. The Company has all requisite limited liability company power and authority to own, license, and operate its properties, to carry on its business as now conducted and as proposed to be conducted, and to execute and deliver this Agreement and to perform its obligations hereunder.

(b) Authorization; Enforceability. The execution and delivery by the Company of this Agreement and the consummation by the Company of the transactions contemplated hereby have been duly authorized by all necessary limited liability company action on the part of the Company. This Agreement has been duly executed and delivered by the Company and constitutes a legal, valid, and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as may be limited by bankruptcy, insolvency, reorganization, moratorium, and other similar laws of general applicability relating to or affecting creditors' rights or general equity principles (regardless of whether considered at law or in equity).

(c) No Conflicts; Consents. The execution and delivery by the Company of this Agreement does not and the consummation by the Company of the transactions contemplated hereby will not (with or without the giving of notice, the lapse of time, or both) contravene, conflict with, or result in a breach or violation of, or a default under (i) the Company's Certificate of Formation or the LLC Agreement; (ii) subject to the accuracy of the Purchaser's representations and warranties in Section 3 of this Agreement, any judgment, order, decree, statute, law, ordinance, rule, or regulation applicable to the Company; or (iii) any material contract, agreement, or instrument to which the Company is a party or otherwise bound. No consent, approval, waiver, order, or authorization of, or registration, declaration, or filing with, any Person (including any governmental authority) is required by or with respect to the Company in connection with the execution and delivery by the Company of this Agreement or the consummation by the Company of the transactions contemplated hereby, except such filings as have been made or such post-Closing filings as may be required under Rule 506 of Regulation D of the Securities Act and applicable state securities laws.

(d) Validity of Purchased Interests. Prior to the Closing, the Purchased Interests will have been duly authorized and, when issued and paid for in accordance with the terms of this Agreement, will be duly and validly issued to the Purchaser, free and clear of any Liens, except for restrictions on transfer provided for herein, in the LLC Agreement, or under the Securities Act or other applicable securities laws. Upon such issuance of the Purchased Interests in accordance with the terms of this Agreement, the Purchaser shall have the rights and obligations of a Member under the LLC Agreement.

5. Notification of Changes. Each party hereby covenants and agrees to promptly notify the other party upon the occurrence of any event prior to the Closing which would cause

any of such party's representations, warranties, or agreements contained in this Agreement to be false or incorrect.

6. Survival of Representations and Warranties and Acknowledgments and Agreements. All representations and warranties and acknowledgments and agreements contained herein shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby, regardless of any investigation made by any party or on such party's behalf.

7. Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or email of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the addresses indicated below (or at such other address for a party as shall be specified in a notice given in accordance with this Section 7).

If to the Company:

Deep Impact 1 LLC
2488 Historic Decatur Rd., Suite 200
San Diego, CA 92106
E-mail: gregory@nuvve.com
Attention: Manager

with a copy to:

Baker & Hostetler LLP
1900 Avenue of the Stars, Suite 2700
Los Angeles, 90067
E-mail: jrlanis@bakerlaw.com
Attention: JR Lanis

If to Nuvve:

Nuvve CPO Inc.
2488 Historic Decatur Rd., Suite 200
San Diego, CA 92106
E-mail: gregory@nuvve.com; drobson@nuvve.com
Attention: Chief Executive Officer; Chief Financial Officer

with a copy to:

Baker & Hostetler LLP
1900 Avenue of the Stars, Suite 2700
Los Angeles, 90067
E-mail: jrlanis@bakerlaw.com
Attention: JR Lanis

If to Wise:

WISE-EV LLC
6671 Las Vegas Blvd South, Suite 210
Las Vegas, NV 89119
E-mail: kevin@getwisepower.com
Attention: Chief Executive Officer

with a copy to:

Snell & Wilmer
1700 S. Pavilion Center Drive, Suite 700
Las Vegas, NV 89135
E-mail: bblaylock@swlaw.com
Attention: Brian Blaylock

8. Entire Agreement. This Agreement, the LLC Agreement, and the other documents to be delivered hereunder constitute the sole and entire agreement between the parties hereto with respect to the subject matter contained herein and therein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

9. Successor and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. However, neither this Agreement nor any of the rights of the parties hereunder may otherwise be transferred or assigned by any party hereto without the prior written consent of the other party. Any attempted transfer or assignment in violation of this Section 9 shall be void.

10. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement.

11. Headings. The headings in this Agreement are inserted for convenience or reference only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision of this Agreement.

12. Amendment and Modification; Waiver. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

13. Severability. If any term or provision of this Agreement is held to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

14. Governing Law; Submission to Jurisdiction. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Delaware. Any legal suit, action, or proceeding arising out of or based upon this Agreement or the transactions contemplated hereby may be instituted in the federal courts of the United States of America or the courts of the State of California in each case located in the city of San Diego and County of San Diego, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. Service of process, summons, notice, or other document by certified or registered mail to such party's address set forth herein shall be effective service of process for any suit, action, or other proceeding brought in any such court. The parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action, or any proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

15. Waiver of Jury Trial. Each party hereto hereby acknowledges and agrees that any controversy which may arise under this Agreement is likely to involve complicated and difficult issues and, therefore, each such party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.

16. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of Electronic Transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

17. No Strict Construction. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

DEEP IMPACT 1 LLC

By /s/ Gregory Poilasne

Name: Gregory Poilasne

Title: Manager

NUVVE CPO INC.

By /s/ David Robson

Name: David Robson

Title: Chief Financial Officer

WISE-EV LLC

By /s/ Kevin Williams

Name: Kevin Williams

Title: Chief Executive Officer

[Signature Page to Contribution Agreement]

EXHIBIT A
LLC AGREEMENT

Schedule A

Purchaser	Capital Contribution	Other Contributions	Units Purchased	Percentage Interests
Nuvve CPO Inc.	\$51.00	(1)	51	51%
WISE-EV LLC	\$49.00	(1)	49	49%

(1) Each Purchaser shall provide those services to the Company as set forth in the Services Agreement.

RULE 13A-14(D) CERTIFICATION

I, Gregory Poilasne, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q for the quarter ended September 30, 2024 of Nuvve Holding Corp.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The Registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the Registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the ineffectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officers and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal controls over financial reporting.

Date: November 12, 2024

By: /s/ Gregory Poilasne
Gregory Poilasne
Chief Executive Officer
(Principal Executive Officer)

RULE 13A-14(D) CERTIFICATION

I, David Robson, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q for the quarter ended September 30, 2024 of Nuvve Holding Corp.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The Registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the Registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the ineffectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officers and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal controls over financial reporting.

Date: November 12, 2024

By: /s/ David Robson
David Robson
Chief Financial Officer
(Principal Financial Officer and
Principal Accounting Officer)

**CERTIFICATIONS OF CHIEF EXECUTIVE OFFICER
PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report on Form 10-Q of Nuvve Holding Corp. (the "Company") for the quarter ended September 30, 2024, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Gregory Poilasne, Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to my knowledge:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
2. the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: November 12, 2024

By: /s/ Gregory Poilasne
Gregory Poilasne
Chief Executive Officer
(Principal Executive Officer)

**CERTIFICATIONS OF CHIEF FINANCIAL OFFICER
PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report on Form 10-Q of Nuvve Holding Corp. (the "Company") for the quarter ended September 30, 2024, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, David Robson, Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to my knowledge:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
2. the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: November 12, 2024

By: /s/ David Robson

David Robson
Chief Financial Officer
(Principal Financial Officer and
Principal Accounting Officer)