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

SCHEDULE 13D
(Rule 13d-101)

INFORMATION TO BE INCLUDED IN STATEMENTS PURSUANT
TO RULE 13d-1(a) AND AMENDMENTS THERETO FILED PURSUANT TO
RULE 13d-2(a)

Under the Securities Exchange Act of 1934
(Amendment No.)*

NUVVE HOLDING CORP.
(Name of Issuer)

Common Stock, \$0.0001 par value per share
(Title of Class of Securities)

67079Y 100
(CUSIP Number)

Gregory Poilasne
Nuvve Holding Corp.
2468 Historic Decatur Road, Suite 200
San Diego, California 92106
(609) 456-5161

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

March 19, 2021
(Date of Event Which Requires Filing of This Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(e), Rule 13d-1(f) or Rule 13d-1(g), check the following box.

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 13d-7(b) for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

1	Names of Reporting Persons Gregory Poilasne	
2	Check the Appropriate Box if a Member of a Group (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC Use Only	
4	Source of Funds (See Instructions) OO	
5	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6	Citizenship or Place of Organization United States	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	Sole Voting Power 1,311,414
	8	Shared Voting Power 0
	9	Sole Dispositive Power 0
	10	Shared Dispositive Power 0
11	Aggregate Amount Beneficially Owned by Each Reporting Person 1,311,414	
12	Check if the Aggregate Amount in Row (11) Excludes Certain Shares <input type="checkbox"/>	
13	Percent of Class Represented by Amount in Row (11) 6.9%	
14	Type of Reporting Person IN	

Item 1. Security and Issuer.

This statement on Schedule 13D (the "Schedule 13D") relates to the common stock, \$0.0001 par value per share (the "Common Stock") of Nuvve Holding Corp., a Delaware corporation (the "Issuer"), whose principal executive offices are located at 2468 Historic Decatur Rd., Suite 200, San Diego, California 92106.

Item 2. Identity and Background.

The Schedule 13D is being filed by Gregory Poilasne (the "Reporting Person"). The Reporting Person is an individual citizen of the United States, with a business address of c/o Nuvve Holding Corp., 2468 Historic Decatur Rd., Suite 200, San Diego, California 92106. The Reporting Person is the Chairman and Chief Executive Officer of the Issuer.

During the last five years, the Reporting Person has not (i) been convicted in any criminal proceeding (excluding traffic violations or similar misdemeanors) or (ii) been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

Item 3. Source and Amount of Funds or Other Consideration.

On November 11, 2020, Newborn Acquisition Corp., a Cayman Islands exempted company ("Newborn"), the Issuer, Nuvve Merger Sub Inc. ("Merger Sub"), Nuvve Corporation ("Nuvve") and Ted Smith, as the representative of the Nuvve stockholders, entered into a merger agreement (the "Merger Agreement"), which provided for a business combination between Newborn and Nuvve. Prior to the business combination, the Reporting Person held stock in Nuvve and employee stock options issued by Nuvve. The source of funds used by the Reporting Person to initially acquire the stock in Nuvve was the Reporting Person's personal funds.

On March 19, 2021, Pursuant to the Merger Agreement, the business combination was effected in two steps: (i) Newborn reincorporated in the state of Delaware via a merger with and into the Issuer, with the Issuer being the surviving entity and the security holders of Newborn becoming security holders of the Issuer (the "Reincorporation Merger"); and (ii) immediately after the Reincorporation Merger, Merger Sub merged with and into Nuvve, with Nuvve surviving as a wholly-owned subsidiary of the Issuer (the "Acquisition Merger"), and the security holders of Nuvve becoming security holders of the Issuer. Upon consummation of the Acquisition Merger, the shares of stock in Nuvve beneficially owned by the Reporting Person were exchanged for 1,210,623 shares of Common Stock of the Issuer and the employee stock options of Nuvve beneficially owned by the Reporting Person were assumed by the Issuer and converted into employee stock options to purchase 74,341 shares of Common Stock of the Issuer ("Assumed Option"). The Assumed Option vests in 60 equal monthly installments, with the first installment having vested on August 1, 2017.

On March 23, 2021, upon the approval of the compensation committee of the Issuer, Mr. Poilasne received a grant from the Issuer of employee stock options to purchase 600,000 shares of Common Stock (the "Option") and a grant from the Issuer of 43,796 shares of restricted Common Stock (the "Restricted Stock"). The Option has an exercise price of \$13.70 (the closing market price on the date of grant), and will vest as to one-quarter of the shares March 31, 2022 and will vest in equal quarterly installments during the following three years. The Restricted Stock will vest in three equal installments on the first, second and third anniversary of the grant date. No funds were used by the Reporting Person to acquire the employee stock option or the restricted Common Stock.

Item 4. Purpose of Transaction.

The Reporting Person acquired the securities described in this Schedule 13D for investment purposes. The Reporting Person holds options to purchase an aggregate of 674,341 shares of Common Stock, which are exercisable as to 56,995 shares within 60 days of the date hereof.

The Reporting Person is the Chairman and Chief Executive Officer of the Issuer. As such, he may be involved in making material business decisions regarding the Issuer's policies and practices and may be involved in the consideration of various proposals considered by the Issuer's board of directors.

The Reporting Person may acquire additional securities of the Issuer, either as compensation for services performed or in the open market or privately negotiated transactions, and he may retain or sell all or a portion of the securities then held, in the open market or in privately negotiated transactions. The Reporting Person intends to review his investment in the Issuer on a continuing basis. Any actions the Reporting Person might undertake may be made at any time and from time to time without prior notice and will be dependent upon the Reporting Person's review of numerous factors, including, but not limited to: an ongoing evaluation of the Issuer's business, financial condition, operations and prospects; price levels of the Issuer's securities; general market, industry and economic conditions; the relative attractiveness of alternative business and investment opportunities; and other future developments.

Other than as described above, the Reporting Person does not currently have any plans or proposals that relate to, or would result in, any of the matters listed in Items 4(a)–(j) of Schedule 13D, although, depending on the factors discussed herein, the Reporting Person may change his purpose or formulate different plans or proposals with respect thereto at any time.

Item 5. Interest in Securities of the Issuer.

The Reporting Person beneficially owns 1,311,414 shares of Common Stock, which represents 6.9% of the class of securities, based on 18,848,744 shares of Common Stock outstanding.

(b) The number of shares as to which the person has:

- (i) Sole power to vote or direct the vote: 1,311,414
- (ii) Shared power to vote or direct the vote: 0
- (iii) Sole power to dispose or direct the disposition: 1,311,414
- (iv) Shared power to dispose or direct the disposition: 0

(c) Except as described in Item 4, during the past 60 days the Reporting Person has not effected any transactions in the Common Stock.

(d) None.

(e) Not applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer.

In connection with the business combination, the Reporting Person and certain other holders named therein and their respective transferees were granted certain rights pursuant to the Amended and Restated Registration Rights Agreement, dated as of March 19, 2021 (the "Registration Rights Agreement"). The Registration Rights Agreement grants the Reporting Person certain customary demand registration rights and certain "piggyback" registration rights with respect to registration statements filed subsequent to the Acquisition Merger. This summary of the Registration Rights Agreement does not purport to be complete and is subject to, and qualified in its entirety by, the full text thereof, which is filed as Exhibit 99.3 to this Schedule 13D.

Prior to the Closing Date, each former Nuvve stockholder, including the Reporting Person, submitted a letter of transmittal (the “Letter of Transmittal”) that included certain lock-up provisions, pursuant to which each such stockholder agreed not to, within one year of the closing, offer, sell, contract to sell, pledge or otherwise dispose of, directly or indirectly, any shares of Common Stock issued in connection with the Acquisition Merger, enter into a transaction that would have the same effect, or enter into any swap, hedge or other arrangement that transfers, in whole or in part, any of the economic consequences of ownership of such shares, whether any of these transactions are to be settled by delivery of any such shares, in cash, or otherwise. One-half of each former Nuvve stockholder’s shares may be released prior to the one-year anniversary if the volume weighted average price of Common Stock is at or above \$12.50 for 20 out of any 30 consecutive trading days commencing six months after the closing of the Acquisition Merger. This summary of the Letter of Transmittal does not purport to be complete and is subject to, and qualified in its entirety by, the full text thereof, which is filed as Exhibit 99.4 to this Schedule 13D.

The Reporting Person will enter into an option agreement for the Option and a restricted stock agreement for the Restricted Stock. The Report Person is party to a stock option agreement for the Assumed Option (the “Assumed Stock Option Agreement”). The material terms of the Assumed Stock Option Agreement are described under Item 4 above. The summary of the Assumed Stock Option Agreement under Item 4 above does not purport to be complete and is subject to, and qualified in its entirety by, the full text thereof, which is filed as Exhibit 99.5 to this Schedule 13D.

Pursuant to an agreement between the Issuer and EDF Renewables, Inc. (“EDF”), EDF has the option to sell up to \$2,000,000 of shares of Common Stock back to the Issuer at a price per share equal to the then-current market price, which EDF exercised at the closing of the business combination, resulting in a price per share of \$14.882. Pursuant to a commitment letter dated November 11, 2020 (the “Commitment Letter”), two of Nuvve’s executive officers, including the Reporting Person, have committed to repurchase such shares from the Issuer at the same price the Issuer paid for them. This summary of the Commitment Letter does not purport to be complete and is subject to, and qualified in its entirety by, the full text thereof, which is filed as Exhibit 99.6 to this Schedule 13D.

Except as set forth herein, the Reporting Person does not have any contracts, arrangements, understandings or relationships (legal or otherwise) with any person with respect to any securities of the Issuer, including but not limited to any contracts, arrangements, understandings or relationships concerning the transfer or voting of such securities, finder’s fees, joint ventures, loan or option arrangements, puts or calls, guarantees of profits, division of profits or losses, or the giving or withholding of proxies.

Item 7. Materials to be Filed as Exhibits

Exhibit Number	Description
99.1	Merger Agreement dated November 11, 2020 (incorporated by reference to Annex A to the prospectus filed under Rule 424(b)(3) by the Registrant on February 17, 2021).
99.2	Amendment No. 1 to Merger Agreement dated February 20, 2021 (incorporated by reference to Exhibit 1.1 to the Current Report on Form 8-K filed by Newborn on February 23, 2020).
99.3	Restated Registration Rights Agreement dated March 19, 2021 (incorporated by reference to Exhibit B of Annex A to the prospectus filed under Rule 424(b)(3) by the Registrant on February 17, 2021).
99.4	Letter of Transmittal (incorporated by reference to Exhibit C of Annex A to the prospectus filed under Rule 424(b)(3) by the Registrant on February 17, 2021).
99.5	Form of Assumed Stock Option Agreement dated July 1, 2017.
99.6	Form of Commitment Letter dated November 11, 2020.

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Date: March 29, 2021

/s/ Gregory Poilasne

Gregory Poilasne

NUVVE CORPORATION
2010 EQUITY INCENTIVE PLAN

OPTION AGREEMENT
(INCENTIVE STOCK OPTION OR NONSTATUTORY STOCK OPTION)

Pursuant to your Stock Option Grant Notice (“**Grant Notice**”) and this Option Agreement, Nuvve Corporation (the “**Company**”) has granted you an option under its 2010 Equity Incentive Plan (the “**Plan**”) to purchase the number of shares of the Company’s Common Stock indicated in your Grant Notice at the exercise price indicated in your Grant Notice. Defined terms not explicitly defined in this Option Agreement but defined in the Plan shall have the same definitions as in the Plan.

The details of your option are as follows:

1. VESTING. Subject to the limitations contained herein, your option will vest as provided in your Grant Notice, provided that vesting will cease upon the termination of your Continuous Service.

2. NUMBER OF SHARES AND EXERCISE PRICE. The number of shares of Common Stock subject to your option and your exercise price per share referenced in your Grant Notice may be adjusted from time to time for Capitalization Adjustments.

3. EXERCISE RESTRICTION FOR NON-EXEMPT EMPLOYEES. In the event that you are an Employee eligible for overtime compensation under the Fair Labor Standards Act of 1938, as amended (*i.e.*, a “**Non-Exempt Employee**”), you may not exercise your option until you have completed at least six (6) months of Continuous Service measured from the Date of Grant specified in your Grant Notice, notwithstanding any other provision of your option.

4. EXERCISE PRIOR TO VESTING (“EARLY EXERCISE”). If permitted in your Grant Notice (*i.e.*, the “Exercise Schedule” indicates “Early Exercise Permitted”) and subject to the provisions of your option, you may elect at any time that is both (i) during the period of your Continuous Service and (ii) during the term of your option, to exercise all or part of your option, including the unvested portion of your option; *provided, however*, that:

(a) a partial exercise of your option shall be deemed to cover first vested shares of Common Stock and then the earliest vesting installment of unvested shares of Common Stock;

(b) any shares of Common Stock so purchased from installments that have not vested as of the date of exercise shall be subject to the purchase option in favor of the Company as described in the Company’s form of Early Exercise Stock Purchase Agreement;

(c) you shall enter into the Company’s form of Early Exercise Stock Purchase Agreement with a vesting schedule that will result in the same vesting as if no early exercise had occurred; and

(d) if your option is an Incentive Stock Option, then, to the extent that the aggregate Fair Market Value (determined at the time of grant) of the shares of Common Stock with respect to which your option plus all other Incentive Stock Options you hold are exercisable for the first time by you during any calendar year (under all plans of the Company and its Affiliates) exceeds one hundred thousand dollars (\$100,000), your option(s) or portions thereof that exceed such limit (according to the order in which they were granted) shall be treated as Nonstatutory Stock Options.

5. METHOD OF PAYMENT. Payment of the exercise price is due in full upon exercise of all or any part of your option. You may elect to make payment of the exercise price in cash or by check or in any other manner *permitted by your Grant Notice*, which may include one or more of the following:

(a) Provided that at the time of exercise the Common Stock is publicly traded and quoted regularly in *The Wall Street Journal*, pursuant to a program developed under Regulation T as promulgated by the Federal Reserve Board that, prior to the issuance of Common Stock, results in either the receipt of cash (or check) by the Company or the receipt of irrevocable instructions to pay the aggregate exercise price to the Company from the sales proceeds.

(b) Provided that at the time of exercise the Common Stock is publicly traded and quoted regularly in *The Wall Street Journal*, by delivery to the Company (either by actual delivery or attestation) of already-owned shares of Common Stock that are owned free and clear of any liens, claims, encumbrances or security interests, and that are valued at Fair Market Value on the date of exercise. Notwithstanding the foregoing, you may not exercise your option by tender to the Company of Common Stock to the extent such tender would violate the provisions of any law, regulation or agreement restricting the redemption of the Company's stock.

(c) By a "net exercise" arrangement pursuant to which the Company will reduce the number of shares of Common Stock issued upon exercise of your option by the largest whole number of shares with a Fair Market Value that does not exceed the aggregate exercise price; provided, however, that the Company shall accept a cash or other payment from you to the extent of any remaining balance of the aggregate exercise price not satisfied by such reduction in the number of whole shares to be issued; provided further, however, that shares of Common Stock will no longer be outstanding under your option and will not be exercisable thereafter to the extent that (1) shares are used to pay the exercise price pursuant to the "net exercise," (2) shares are delivered to you as a result of such exercise, and (3) shares are withheld to satisfy tax withholding obligations.

6. WHOLE SHARES. You may exercise your option only for whole shares of Common Stock.

7. SECURITIES LAW COMPLIANCE. Notwithstanding anything to the contrary contained herein, you may not exercise your option unless the shares of Common Stock issuable upon such exercise are then registered under the Securities Act or, if such shares of Common Stock are not then so registered, the Company has determined that such exercise and issuance would be exempt from the registration requirements of the Securities Act. The exercise of your option also must comply with other applicable laws and regulations governing your option, and you may not exercise your option if the Company determines that such exercise would not be in material compliance with such laws and regulations.

8. TERM. You may not exercise your option before the commencement of its term or after its term expires. The term of your option commences on the Date of Grant and expires upon the earliest of the following:

(a) immediately upon the termination of your Continuous Service for Cause;

(b) three (3) months after the termination of your Continuous Service for any reason other than Cause, Disability or death, provided that if during any part of such three (3)-month period you may not exercise your option solely because of the condition set forth in the preceding paragraph relating to "Securities Law Compliance," your option shall not expire until the earlier of the Expiration Date or until it shall have been exercisable for an aggregate period of three (3) months after the termination of your Continuous Service;

(c) twelve (12) months after the termination of your Continuous Service due to your Disability;

(d) eighteen (18) months after your death if you die either during your Continuous Service or within three (3) months after your Continuous Service terminates for any reason other than Cause;

(e) the Expiration Date indicated in your Grant Notice; or

(f) the day before the tenth (10th) anniversary of the Date of Grant.

If your option is an Incentive Stock Option, note that to obtain the federal income tax advantages associated with an Incentive Stock Option, the Code requires that at all times beginning on the date of grant of your option and ending on the day three (3) months before the date of your option's exercise, you must be an employee of the Company or an Affiliate, except in the event of your death or Disability. The Company has provided for extended exercisability of your option under certain circumstances for your benefit but cannot guarantee that your option will necessarily be treated as an Incentive Stock Option if you continue to provide services to the Company or an Affiliate as a Consultant or Director after your employment terminates or if you otherwise exercise your option more than three (3) months after the date your employment with the Company or an Affiliate terminates.

9. EXERCISE.

(a) You may exercise the vested portion of your option (and the unvested portion of your option if your Grant Notice so permits) during its term by delivering a Notice of Exercise (in a form designated by the Company) together with the exercise price to the Secretary of the Company, or to such other person as the Company may designate, during regular business hours, together with such additional documents as the Company may then require.

(b) By exercising your option you agree that, as a condition to any exercise of your option, the Company may require you to enter into an arrangement providing for the payment by you to the Company of any tax withholding obligation of the Company arising by reason of (1) the exercise of your option, (2) the lapse of any substantial risk of forfeiture to which the shares of Common Stock are subject at the time of exercise, or (3) the disposition of shares of Common Stock acquired upon such exercise.

(c) If your option is an Incentive Stock Option, by exercising your option you agree that you will notify the Company in writing within fifteen (15) days after the date of any disposition of any of the shares of the Common Stock issued upon exercise of your option that occurs within two (2) years after the date of your option grant or within one (1) year after such shares of Common Stock are transferred upon exercise of your option.

(d) By exercising your option you agree that you shall not sell, dispose of, transfer, make any short sale of, grant any option for the purchase of, or enter into any hedging or similar transaction with the same economic effect as a sale, any shares of Common Stock or other securities of the Company held by you, for a period of one hundred eighty (180) days following the effective date of a registration statement of the Company filed under the Securities Act or such longer period as necessary to permit compliance with NASD Rule 2711 or NYSE Member Rule 472 and similar rules and regulations (the "**Lock-Up Period**"); *provided, however*, that nothing contained in this section shall prevent the exercise of a repurchase option, if any, in favor of the Company during the Lock-Up Period. You further agree to execute and deliver such other agreements as may be reasonably requested by the Company and/or the underwriter(s) that are consistent with the foregoing or that are necessary to give further effect thereto. In order to enforce the foregoing covenant, the Company may impose stop-transfer instructions with respect to your shares of Common Stock until the end of such period. The underwriters of the Company's stock are intended third party beneficiaries of this Section 9(d) and shall have the right, power and authority to enforce the provisions hereof as though they were a party hereto.

10. TRANSFERABILITY. Your option is not transferable, except by will or by the laws of descent and distribution, and is exercisable during your life only by you. Notwithstanding the foregoing, by delivering written notice to the Company, in a form satisfactory to the Company, you may designate a third party who, in the event of your death, shall thereafter be entitled to exercise your option. In addition, if permitted by the Company you may transfer your option to a trust if you are considered to be the sole beneficial owner (determined under Section 671 of the Code and applicable state law) while the option is held in the trust, provided that you and the trustee enter into a transfer and other agreements required by the Company.

11. RIGHT OF FIRST REFUSAL. Shares of Common Stock that you acquire upon exercise of your option are subject to any right of first refusal that may be described in the Company's bylaws in effect at such time the Company elects to exercise its right; *provided, however*, that if your option is an Incentive Stock Option and the right of first refusal described in the Company's bylaws in effect at the time the Company elects to exercise its right is more beneficial to you than the right of first refusal described in the Company's bylaws on the Date of Grant, then the right of first refusal described in the Company's bylaws on the Date of Grant shall apply. The Company's right of first refusal shall expire on the first date upon which any security of the Company is listed (or approved for listing) upon notice of issuance on a national securities exchange or quotation system.

12. RIGHT OF REPURCHASE. To the extent provided in the Company's bylaws in effect at such time the Company elects to exercise its right, the Company shall have the right to repurchase all or any part of the shares of Common Stock you acquire pursuant to the exercise of your option.

13. OPTION NOT A SERVICE CONTRACT. Your option is not an employment or service contract, and nothing in your option shall be deemed to create in any way whatsoever any obligation on your part to continue in the employ of the Company or an Affiliate, or of the Company or an Affiliate to continue your employment. In addition, nothing in your option shall obligate the Company or an Affiliate, their respective stockholders, Boards of Directors, Officers or Employees to continue any relationship that you might have as a Director or Consultant for the Company or an Affiliate.

14. WITHHOLDING OBLIGATIONS.

(a) At the time you exercise your option, in whole or in part, or at any time thereafter as requested by the Company, you hereby authorize withholding from payroll and any other amounts payable to you, and otherwise agree to make adequate provision for (including by means of a "cashless exercise" pursuant to a program developed under Regulation T as promulgated by the Federal Reserve Board to the extent permitted by the Company), any sums required to satisfy the federal, state, local and foreign tax withholding obligations of the Company or an Affiliate, if any, which arise in connection with the exercise of your option.

(b) Upon your request and subject to approval by the Company, in its sole discretion, and compliance with any applicable legal conditions or restrictions, the Company may withhold from fully vested shares of Common Stock otherwise issuable to you upon the exercise of your option a number of whole shares of Common Stock having a Fair Market Value, determined by the Company as of the date of exercise, not in excess of the minimum amount of tax required to be withheld by law (or such lower amount as may be necessary to avoid classification of your option as a liability for financial accounting purposes). If the date of determination of any tax withholding obligation is deferred to a date later than the date of exercise of your option, share withholding pursuant to the preceding sentence shall not be permitted unless you make a proper and timely election under Section 83(b) of the Code, covering the aggregate number of shares of Common Stock acquired upon such exercise with respect to which such determination is otherwise deferred, to accelerate the determination of such tax withholding obligation to the date of exercise of your option. Notwithstanding the filing of such election, shares of Common Stock shall be withheld solely from fully vested shares of Common Stock determined as of the date of exercise of your option that are otherwise issuable to you upon such exercise. Any adverse consequences to you arising in connection with such share withholding procedure shall be your sole responsibility.

(c) You may not exercise your option unless the tax withholding obligations of the Company and/or any Affiliate are satisfied. Accordingly, you may not be able to exercise your option when desired even though your option is vested, and the Company shall have no obligation to issue a certificate for such shares of Common Stock or release such shares of Common Stock from any escrow provided for herein unless such obligations are satisfied.

15. TAX CONSEQUENCES. You hereby agree that the Company does not have a duty to design or administer the Plan or its other compensation programs in a manner that minimizes your tax liabilities. You shall not make any claim against the Company, or any of its Officers, Directors, Employees or Affiliates related to tax liabilities arising from your option or your other compensation. In particular, you acknowledge that this option is exempt from Section 409A of the Code only if the exercise price per share specified in the Grant Notice is at least equal to the “fair market value” per share of the Common Stock on the Date of Grant and there is no other impermissible deferral of compensation associated with the option. Because the Common Stock is not traded on an established securities market, the Fair Market Value is determined by the Board, perhaps in consultation with an independent valuation firm retained by the Company. You acknowledge that there is no guarantee that the Internal Revenue Service will agree with the valuation as determined by the Board, and you shall not make any claim against the Company, or any of its Officers, Directors, Employees or Affiliates in the event that the Internal Revenue Service asserts that the valuation determined by the Board is less than the “fair market value” as subsequently determined by the Internal Revenue Service.

16. NOTICES. Any notices provided for in your option or the Plan shall be given in writing and shall be deemed effectively given upon receipt or, in the case of notices delivered by mail by the Company to you, five (5) days after deposit in the United States mail, postage prepaid, addressed to you at the last address you provided to the Company.

17. GOVERNING PLAN DOCUMENT. Your option is subject to all the provisions of the Plan, the provisions of which are hereby made a part of your option, and is further subject to all interpretations, amendments, rules and regulations, which may from time to time be promulgated and adopted pursuant to the Plan. In the event of any conflict between the provisions of your option and those of the Plan, the provisions of the Plan shall control.

November 11, 2020

NB Merger Corp.
c/o Newborn Acquisition Corp.
Room 801, Building C
SOHO Square, No. 88
Zhongshan East 2nd Road, Huangpu District
Shanghai, 200002, China

Gentlemen:

NB Merger Corp. (the “Company”) is party to a Merger Agreement (the “Merger Agreement”), dated as of the date hereof, by and among Newborn Acquisition Corp. (“Newborn”); the Company, a wholly owned subsidiary of Newborn; Nuvve Merger Sub Inc. (“Merger Sub”), a wholly owned subsidiary of the Company; Nuvve Corporation (“Nuvve”); and Ted Smith, as the representative of the stockholders of Nuvve. Pursuant to the Merger Agreement, (i) the Company will merge with Newborn, with the Company surviving the merger and the security holders of Newborn becoming security holders of the Company, and (ii) Nuvve will merge with Merger Sub (the “Acquisition Merger”), with Nuvve surviving as a wholly owned subsidiary of the Company and the security holders of Nuvve becoming security holders of the Company.

EDF Renewables, Inc. (the “Option Holder”) is the owner of 8,286,421 shares of Series A preferred stock, par value \$0.0001 per share, of Nuvve, which automatically will convert into 8,286,421 shares of common stock, par value \$0.0001 per share, of Nuvve immediately prior to the consummation of the Acquisition Merger (the “Nuvve Shares”). Upon consummation of the Acquisition Merger, the Nuvve Shares will be exchanged for shares (the “Merger Shares”) of common stock, par value \$0.0001 per share, of the Company (the “Common Stock”). In connection with the Acquisition Merger, the Company has granted to the Option Holder a put option (the “Put Option”) entitling the Option Holder to sell \$2,000,000 of the Merger Shares to the Company, subject to the terms and conditions of a Purchase and Option Agreement, dated as of the date hereof (the “Purchase and Option Agreement”). Capitalized terms used but not defined herein have the meanings ascribed to them in the Purchase Option Agreement.

The undersigned hereby commit to purchase from the Company the Put Shares sold to the Company pursuant to the Put Option, at the same purchase price per share as the Put Option and closing simultaneously with the Put Option. Within two (2) business days of receipt of a Put Notice, the Company shall deliver a copy of such Put Notice to the undersigned. At or prior to the Put Closing, (i) the undersigned shall pay an amount (the “Purchase Price”) equal to (A) the number of Put Shares, multiplied by (B) the Put Option Exercise Price, to the Company by wire transfer of immediately available funds, and (ii) the Company shall issue the Put Shares to the undersigned in the names and denominations designated by the undersigned at least three (3) business days prior to the Put Closing, in direct registration form, on the books and records of the Company’s transfer agent. The Purchase Price and the Put Shares shall be allocated between the undersigned in proportion to their respective ownership of Nuvve Shares at the closing of the Acquisition Merger.

The obligations of the undersigned pursuant to this letter agreement shall be conditioned upon the consummation of the Acquisition Merger. Except in the case that the transactions contemplated by the Merger Agreement are consummated, this Agreement shall terminate upon the termination of the Merger Agreement.

Each of the undersigned hereby represents and warrants that, as applicable:

- (a) he has been advised that the Put Shares have not been registered under the Securities Act;
- (b) he is acquiring the Put Shares for his account for investment purposes only;
- (c) he has no present intention of selling or otherwise disposing of the Put Shares in violation of the securities laws of the United States;
- (d) he is an “accredited investor” as defined by Rule 501 of Regulation D promulgated under the Securities Act of 1933, as amended;
- (e) he has had both the opportunity to ask questions and receive answers from the officers and directors of the Company and all persons acting on its behalf concerning the terms and conditions of the offer made hereunder;
- (f) he is familiar with the proposed business, management, financial condition and affairs of the Company;
- (g) he has full power, authority and legal capacity to execute and deliver this letter and any documents contemplated herein or needed to consummate the transactions contemplated in this letter; and
- (h) this letter constitutes the legal, valid and binding obligation of the undersigned and is enforceable against him.

[Remainder of this Page Intentionally Left Blank]

Very truly yours,

Gregory Poilasne

Ted Smith

Accepted and Agreed:

NB MERGER CORP.

By:

Name:

Title:
