

BENEFICIARY ELIGIBLE MITIGATION ACTION CERTIFICATION

Beneficiary _____

Lead Agency Authorized to Act on Behalf of the Beneficiary _____
(Any authorized person with delegation of such authority to direct the Trustee delivered to the Trustee pursuant to a Delegation of Authority and Certificate of Incumbency)

Action Title:	
Beneficiary's Project ID:	
Funding Request No.	<i>(sequential)</i>
Request Type: (select one or more)	<input type="checkbox"/> Reimbursement <input type="checkbox"/> Advance <input type="checkbox"/> Other (specify): _____
Payment to be made to: (select one or more)	<input type="checkbox"/> Beneficiary <input type="checkbox"/> Other (specify): _____
Funding Request & Direction (Attachment A)	<input type="checkbox"/> Attached to this Certification <input type="checkbox"/> To be Provided Separately

SUMMARY

Eligible Mitigation Action <input type="checkbox"/> Appendix D-2 item (specify): _____ Action Type <input type="checkbox"/> Item 10 - DERA Option (5.2.12) (specify and attach DERA Proposal): _____			
Detailed Description of Mitigation Action Item Including Community and Air Quality Benefits (5.2.2):			
Estimate of Anticipated NOx Reductions (5.2.3):			
Identification of Governmental Entity Responsible for Reviewing and Auditing Expenditures of Eligible Mitigation Action Funds to Ensure Compliance with Applicable Law (5.2.7.1):			
Describe how the Beneficiary will make documentation publicly available (5.2.7.2).			
Describe any cost share requirement to be placed on each NOx source proposed to be mitigated (5.2.8).			
Total project budget:	Project costs paid by the Trust:	Administrative Costs:	Cost share requirement:
\$ 394,278.05	\$ 241,008.76	\$ 24,100.87	\$ 129,168.42
Describe how the Beneficiary complied with subparagraph 4.2.8, related to notice to U.S. Government Agencies (5.2.9).			
NDEP sent emails to the representatives from the U.S. Department of the Interior and the U.S. Department of Agriculture listed in subparagraph 4.2.8 of the State Trust Agreement on February 23, 2018.			

If applicable, describe how the mitigation action will mitigate the impacts of NOx emissions on communities that have historically borne a disproportionate share of the adverse impacts of such emissions (5.2.10).

ATTACHMENTS
(CHECK BOX IF ATTACHED)

- Attachment A Funding Request and Direction.
- Attachment B Eligible Mitigation Action Management Plan Including Detailed Budget and Implementation and Expenditures Timeline (5.2.4).
- Attachment C Detailed Plan for Reporting on Eligible Mitigation Action Implementation (5.2.11).
- Attachment D Detailed cost estimates from selected or potential vendors for each proposed expenditure exceeding \$25,000 (5.2.6). [Attach only if project involves vendor expenditures exceeding \$25,000.]
- Attachment E DERA Option (5.2.12). [Attach only if using DERA option.]
- Attachment F Attachment specifying amount of requested funding to be debited against each beneficiary's allocation (5.2.13). [Attach only if this is a joint application involving multiple beneficiaries.]

CERTIFICATIONS

By submitting this application, the Lead Agency makes the following certifications:

1. This application is submitted on behalf of Beneficiary _____, and the person executing this certification has authority to make this certification on behalf of the Lead Agency and Beneficiary, pursuant to the Certification for Beneficiary Status filed with the Court.
2. Beneficiary requests and directs that the Trustee make the payments described in this application and Attachment A to this Form.
3. This application contains all information and certifications required by Paragraph 5.2 of the Trust Agreement, and the Trustee may rely on this application, Attachment A, and related certifications in making disbursements of trust funds for the aforementioned Project ID.
4. Any vendors were or will be selected in accordance with a jurisdiction's public contracting law as applicable. (5.2.5)
5. Beneficiary will maintain and make publicly available all documentation submitted in

support of this funding request and all records supporting all expenditures of eligible mitigation action funds subject to applicable laws governing the publication of confidential business information and personally identifiable information. (5.2.7.2)

DATED: 7/8/22

Danilo Dragoni, PhD

[NAME]

[SIGNATURE]

Chief, Bureau of Air Quality Planning

[TITLE]

Nevada Division of Environmental Protection

[LEAD AGENCY]

for

Nevada

[BENEFICIARY]

**DETAILED DESCRIPTION OF MITIGATION ACTION ITEM INCLUDING
COMMUNITY AND AIR QUALITY BENEFITS (5.2.2)**

The Nevada Division of Environmental Protection (NDEP) is submitting this Eligible Mitigation Action Category 6 – Class 4-7 Local Freight Trucks (Medium Trucks) box truck replacement project to support the early retirement and replacement of one diesel-powered box truck, owned and operated by Carson Tahoe Regional Healthcare, with one brand-new electric-powered box truck, located in Carson City, Nevada. Upon completion of this project, the permanent scrapping of one non-government owned box truck will provide a direct benefit to air quality.

The details regarding the individual unit being replaced through this project, as well as the replacement unit, is included on pages 5 and 6 of this submission. The NDEP will work with Carson Tahoe Regional Healthcare on the scrapping of the program-eligible box truck and will coordinate with their staff for routine updates and possible site visits to ensure a timely and efficient completion of this project. The NDEP will not seek to have Carson Tahoe Regional Healthcare reimbursed for this project until they have provided sufficient scrapping evidence to the NDEP.

The total expected lifetime emissions reductions are provided in the table below. They were calculated using the Microsoft Excel based version of the Alternative Fuel Life-Cycle Environmental and Economic Transportation (AFLEET) Tool.¹

Pollutant	Emissions Reductions (tons)
NO _x	0.717
PM _{2.5}	0.031
PM ₁₀	0.053
CO	0.421
VOC	0.090
SO _x	0.002
GHG	364.90

¹ The AFLEET Tool is available online at <https://greet.es.anl.gov/afleet>.

Existing Vehicle/Engine Information	
Fleet Information	Unit 1
What is the vehicle's intended use?	Moving hospital equipment
Vehicle License Plate Number	410KKG
Vehicle GVWR	25,500lbs
Vehicle Make	International
Vehicle Model	4700
Vehicle Model Year	1999
Vehicle Identification Number	1HTSCABM5YH285994
Engine Make	002 1230 SF
Engine Model	1144488
Engine Model Year	1999
Engine Serial Number	Unknown
Fuel Type	Diesel
Annual Fuel Used	600-800 gallons
Annual Vehicle Mileage	5100 miles
Total Vehicle Mileage	112655
Total Engine Mileage	112655
Remaining Vehicle Life	8
Normal Attrition Year	N/A
Is this vehicle registered with a Nevada intrastate license?	Yes
Replacement/Repower Vehicle/Engine Information	
Fleet Information	Unit 1
Vehicle GVWR	31,000lbs
Vehicle Make	Lion Electric
Vehicle Model	Lion6 - Base Model
Vehicle Model Year	2022
Fuel Type	Electric
Unit Replacement/Repower Cost	\$370,177.18

Unit	DEQ or AFLEET	Unit Cost	Amount Requested	EMISSIONS REDUCTIONS (TONS)								
				NOx	PM2.5	PM10	CO	HC	CO2	VOC	SOx	GHGs
Unit 1	AFLEET	\$ 370,177.18	\$ 241,008.76	0.717	0.031	0.053	0.421	-	-	0.090	0.002	364.90
TOTAL		\$ 370,177.18	\$ 241,008.76	0.717	0.031	0.053	0.421	-	-	0.090	0.002	364.90

ATTACHMENT FOR 5.2.7.2

Describe how the Beneficiary will make documentation publicly available

Subparagraph 5.2.7.2 of the Environmental Mitigation Trust Agreement for State Beneficiaries requires that Beneficiaries include in their funding requests:

A commitment by the Beneficiary to maintain and make publicly available all documentation submitted in support of the funding request and all records supporting all expenditures of Eligible Mitigation Action funds, subject to applicable laws governing the publication of confidential business information and personally identifiable information, together with an explanation of the procedures by which the Beneficiary shall make such documentation publicly available;

The Nevada Division of Environmental Protection (NDEP), the Lead Agency for the State of Nevada, is committed to maintaining and making publicly available all documentation submitted support of the funding requests and all records supporting all expenditures of Eligible Mitigation Action funds, subject to applicable laws governing the publication of confidential business information and personally identifiable information.

The public will be able to view these records on the NDEP's website (<https://ndep.nv.gov>). The NDEP will maintain these records on a Volkswagen (VW) Environmental Mitigation Trust Fund specific webpage that will be designed to support public access and limit burden for the general public. The NDEP's VW specific webpage can currently be found at <https://ndep.nv.gov/air/vw-settlement>.

The NDEP has created an electronic listserv, open to the public, used to communicate news, events, and information related the Environmental Mitigation Trust Fund (Mitigation Fund). The listserv, NevadaVWFund, is advertised through the NDEP website and at public events related to the Mitigation Fund.

Chapters 603A and 239B of the Nevada Revised Statutes (NRS) provide definitions and requirements for handling *personal information*.

NRS Section 603A.040 defines 'Personal Information' as:

1. *"Personal information" means a natural person's first name or first initial and last name in combination with any one or more of the following data elements, when the name and data elements are not encrypted:*
 - (a) *Social security number.*
 - (b) *Driver's license number, driver authorization card number or identification card number.*
 - (c) *Account number, credit card number or debit card number, in combination with any required security code, access code or password that would permit access to the person's financial account.*
 - (d) *A medical identification number or a health insurance identification number.*

- (e) A user name, unique identifier or electronic mail address in combination with a password, access code or security question and answer that would permit access to an online account.*
- 2. The term does not include the last four digits of a social security number, the last four digits of a driver's license number, the last four digits of a driver authorization card number or the last four digits of an identification card number or publicly available information that is lawfully made available to the general public from federal, state or local governmental records.*

NRS Section 239B.030 – *Recorded, filed or otherwise submitted documents* - states that:

- 1. Except as otherwise provided in subsections 2 and 6, a person shall not include and a governmental agency shall not require a person to include any personal information about a person on any document that is recorded, filed or otherwise submitted to the governmental agency on or after January 1, 2007.*
- 2. If personal information about a person is required to be included in a document that is recorded, filed or otherwise submitted to a governmental agency on or after January 1, 2007, pursuant to a specific state or federal law, for the administration of a public program or for an application for a federal or state grant, a governmental agency shall ensure that the personal information is maintained in a confidential manner and may only disclose the personal information as required:*
- (a) To carry out a specific state or federal law; or*
- (b) For the administration of a public program or an application for a federal or state grant.*
- Any action taken by a governmental agency pursuant to this subsection must not be construed as affecting the legality of the document.*
- 3. A governmental agency shall take necessary measures to ensure that notice of the provisions of this section is provided to persons with whom it conducts business. Such notice may include, without limitation, posting notice in a conspicuous place in each of its offices.*
- 4. A governmental agency may require a person who records, files or otherwise submits any document to the governmental agency to provide an affirmation that the document does not contain personal information about any person or, if the document contains any such personal information, identification of the specific law, public program or grant that requires the inclusion of the personal information. A governmental agency may refuse to record, file or otherwise accept a document which does not contain such an affirmation when required or any document which contains personal information about a person that is not required to be included in the document pursuant to a specific state or federal law, for the administration of a public program or for an application for a federal or state grant.*
- 5. Each governmental agency may ensure that any personal information contained in a document that has been recorded, filed or otherwise submitted to the governmental agency before January 1, 2007, which the governmental agency continues to hold is:*
- (a) Maintained in a confidential manner if the personal information is required to be included in the document pursuant to a specific state or federal law, for the administration of a public program or for an application for a federal or state grant; or*
- (b) Obliterated or otherwise removed from the document, by any method, including, without limitation, through the use of computer software, if the personal information is not required to be*

included in the document pursuant to a specific state or federal law, for the administration of a public program or for an application for a federal or state grant.

↪ *Any action taken by a governmental agency pursuant to this subsection must not be construed as affecting the legality of the document.*

6. *A person may request that a governmental agency obliterate or otherwise remove from any document submitted by the person to the governmental agency before January 1, 2007, any personal information about the person contained in the document that is not required to be included in the document pursuant to a specific state or federal law, for the administration of a public program or for an application for a federal or state grant or, if the personal information is so required to be included in the document, the person may request that the governmental agency maintain the personal information in a confidential manner. If any documents that have been recorded, filed or otherwise submitted to a governmental agency:*

(a) Are maintained in an electronic format that allows the governmental agency to retrieve components of personal information through the use of computer software, a request pursuant to this subsection must identify the components of personal information to be retrieved. The provisions of this paragraph do not require a governmental agency to purchase computer software to perform the service requested pursuant to this subsection.

(b) Are not maintained in an electronic format or not maintained in an electronic format in the manner described in paragraph (a), a request pursuant to this subsection must describe the document with sufficient specificity to enable the governmental agency to identify the document.

↪ *The governmental agency shall not charge any fee to perform the service requested pursuant to this subsection.*

7. *As used in this section:*

(a) "Governmental agency" means an officer, board, commission, department, division, bureau, district or any other unit of government of the State or a local government.

(b) "Personal information" has the meaning ascribed to it in [NRS 603A.040](#).

Chapter 239 of the NRS provides general principles for the definition and the handling of public records. In particular, subsection 239.010.3 states that:

A governmental entity that has legal custody or control of a public book or record shall not deny a request made pursuant to subsection 1 to inspect or copy or receive a copy of a public book or record on the basis that the requested public book or record contains information that is confidential if the governmental entity can redact, delete, conceal or separate the confidential information from the information included in the public book or record that is not otherwise confidential.

Chapter 445B of the NRS (Air Controls) specifically provides further directions on what is confidential information and how such information must be handle in the context of the Air Program of the NDEP. In particular section 445B.570 – *Confidentiality and use of information obtained by Department*¹; penalty – states that (footnotes added for clarity):

¹ Nevada Department of Conservation and Natural Resources (DCNR)

1. *Any information which the Department obtains in the course of the performance of its duties pursuant to the provisions of this chapter is public information unless otherwise designated as confidential information pursuant to the provisions of this section.*
2. *The emission of an air contaminant which has an ambient air quality standard or emission standard or has been designated as a hazardous air pollutant by regulation of the Commission cannot be certified as being confidential.*
3. *Any confidential information received by the Commission², the Director³ or any local control authority which is certified in writing to the recipient as confidential by the owner or operator disclosing the information and verified and approved in writing as confidential by the recipient must, unless the owner expressly agrees to its publication or availability to the public, be used only:
 - (a) *In the administration or formulation of air pollution controls;*
 - (b) *In compiling or publishing analyses or summaries relating to the condition of the outdoor atmosphere which do not identify any owner or operator or reveal any confidential information;*or
 - (c) *In complying with federal statutes, rules and regulations.**
4. *This section does not prohibit the use of confidential information in a prosecution for the violation of any statute, ordinance or regulation for the control of air pollution.*
5. *A person who discloses or knowingly uses confidential information in violation of this section is guilty of a misdemeanor, and is liable in tort for any damages which may result from such disclosure or use.*
6. *As used in this section, "confidential information" means information or records which:
 - (a) *Relate to dollar amounts of production or sales;*
 - (b) *Relate to processes or production unique to the owner or operator; or*
 - (c) *If disclosed, would tend to affect adversely the competitive position of the owner or operator.**

² Nevada State Environmental Commission

³ Director of the Department of Conservation and Natural Resources

ATTACHMENT A

FUNDING REQUEST AND DIRECTION

ATTACHMENT B

**ELIGIBLE MITIGATION ACTION MANAGEMENT PLAN INCLUDING DETAILED
BUDGET AND IMPLEMENTATION AND EXPENDITURES TIMELINE**

ATTACHMENT B

PROJECT MANAGEMENT PLAN PROJECT SCHEDULE AND MILESTONES

Milestones	Date
NDEP begins solicitation for projects through the competitive Diesel Emission Mitigation Fund	CY 2021, Quarter 4
Project partner submits application to NDEP	CY 2022, Quarter 1
NDEP selects project partner for funding	CY 2022, Quarter 1
Project partner enters into Contracts, Purchase Orders, etc.	CY 2022, Quarter 2
Project partner enters into Subgrant Agreement with NDEP	CY 2022, Quarter 2
NDEP Semiannual Report Due	July 30, 2022
NDEP Semiannual Report Due	January 30, 2023
NDEP Semiannual Report Due	July 30, 2023
Project partner begins receiving new equipment	CY 2023, Quarter 4
Project partner begins scrapping old equipment	CY 2023, Quarter 4
NDEP Semiannual Report Due	January 30, 2024
Project partner completes receipt of new equipment	CY 2024, Quarter 1
Project partner completes scrapping of old equipment	CY 2024, Quarter 1
Project partner provides final invoice for equipment replacement to NDEP	CY 2024, Quarter 2
NDEP Submits and Trustee acknowledges receipt of project certification and funding direction	CY 2024, Quarter 2
Trustee acknowledges receipt of direction for payment	CY 2024, Quarter 2
Trustee completes project reimbursement	CY 2024, Quarter 2
NDEP Semiannual Report Due	July 30, 2024
NDEP reports project completion	July 30, 2024

PROJECT BUDGET

Budget Category	Admin Expenses	Share of Replacement Budget Funded by the Trust	Cost Share (Paid by Project Partner)	Subtotal
Equipment Expenditures				
Vehicle Replacement Cost: (1) Lion Electric Box Truck	-	\$241,008.76	\$129,168.42	\$370,177.18
Subtotal for (1) electric box truck	-	\$241,008.76	\$129,168.42	\$370,177.18
Administrative Expenditures ¹				
Initial Payment Request	\$3,012.61			
Second Payment Request	\$3,012.61			
Third Payment Request	\$3,012.61			
Fourth Payment Request	\$3,012.61			
Final Payment Request	\$12,050.43			
Admin Expenditure Subtotal	\$24,100.87	-	-	\$24,100.87
Project Totals	\$24,100.87	\$241,008.76	\$129,168.42	\$394,278.05
Associated Percentages	10% of Trust's Total Cost	65% of Total Replacement Cost	35% of Total Replacement Cost	

¹ The NDEP is planning to submit four “Advancement” payment requests to the Trustee to support the NDEP’s Administrative expenses associated with this project and one “Reimbursement” payment request to the Trustee that will include direction to provide funding to the NDEP for Administrative expenses and to Carson Tahoe Regional Healthcare for the replacement of the box truck. The first “Advancement” request is included with this Beneficiary Eligible Mitigation Action Certification and the three that will follow are expected to be submitted on a semiannual basis beginning in 2023 – that is January 1, 2023, July 1, 2023, and January 1, 2024.

PROJECTED TRUST ALLOCATIONS

ANNUAL PROJECTIONS	2022	2023	2024
1. Anticipated annual project funding request to be paid through the Trust	\$ 3,012.61	\$ 6,025.22	\$ 256,071.80
2. Portion of anticipated project funding request to be paid through the Trust to cover Eligible Mitigation Action Administrative Expenditures	\$ 3,012.61	\$ 6,025.22	\$ 15,063.04
3. Portion of anticipated project funding request to be paid through the Trust to cover Eligible Mitigation Action Expenditures	-	-	\$ 241,008.76
4. Anticipated annual cost share	-	-	\$ 129,168.42
5. Anticipated total project funding by year (line 1 plus line 4)	\$ 3,012.61	\$ 6,025.22	\$ 385,240.22
CUMULATIVE PROJECTIONS			
6. Cumulative outstanding Trustee payments requested against cumulative approved Beneficiary allocation	\$ 9,113,981.59		
7. Cumulative Trustee payments made to date against cumulative approved Beneficiary allocation	\$ 12,079,440.45		
8. Beneficiary funding to be paid through the Trust for this project (sum of line 1)	\$ 265,109.63		
9. Total funding approved for Beneficiary Eligible Mitigation Actions, inclusive of current Action (sum of lines 6, 7, and 8)	\$ 21,458,531.66		
10. Beneficiary share of estimated funds remaining in Trust	\$ 13,924,030.00		
11. Estimated Beneficiary funds remaining in Trust after project completion (line 10 minus lines 6 and 8)	\$ 4,544,938.79		

ATTACHMENT C

**DETAILED PLAN FOR REPORTING ON ELIGIBLE MITIGATION ACTION
IMPLEMENTATION**

ATTACHMENT C

DETAILED PLAN FOR REPORTING ON ELIGIBLE MITIGATION ACTION IMPLEMENTATION

The Nevada Division of Environmental Protection (NDEP) will provide detailed reporting on this Volkswagen (VW) Environmental Mitigation Trust Fund for State Beneficiaries Eligible Mitigation Action project in two ways: 1, timely updates to NDEP's VW Environmental Mitigation Trust Fund webpage; and 2, Nevada's semiannual reporting obligation to Wilmington Trust (the "Trustee").

NDEP maintains a VW Environmental Mitigation Trust Fund specific webpage that has been designed to support public access and limit burden for the general public. The NDEP's VW specific webpage can currently be found at <https://ndep.nv.gov/air/vw-settlement>. Timely updates to the webpage will inform the general public on the project's status as well as when this Eligible Mitigation Action has been completed.

Subparagraph 5.3 of the Environmental Mitigation Trust Agreement for State Beneficiaries details Nevada's Reporting Obligations:

"For each Eligible Mitigation Action, no later than six months after receiving its first disbursement of Trust Assets, and thereafter no later than January 30 (for the preceding six-month period of July 1 to December 31) and July 30 (for the preceding six-month period of January 1 to June 30) of each year, each Beneficiary shall submit to the Trustee a semiannual report describing the progress implementing each Eligible Mitigation Action during the six-month period leading up to the reporting date (including a summary of all costs expended on the Eligible Mitigation Action through the reporting date). Such reports shall include a complete description of the status (including actual or projected termination date), development, implementation, and any modification of each approved Eligible Mitigation Action. Beneficiaries may group multiple Eligible Mitigation Actions and multiple sub-beneficiaries into a single report. These reports shall be signed by an official with the authority to submit the report for the Beneficiary and must contain an attestation that the information is true and correct and that the submission is made under penalty of perjury. To the extent a Beneficiary avails itself of the DERA Option described in Appendix D-2, that Beneficiary may submit its DERA Quarterly Programmatic Reports in satisfaction of its obligations under this Paragraph as to those Eligible Mitigation Actions funded through the DERA Option. The Trustee shall post each semiannual report on the State Trust's public-facing website upon receipt."

NDEP shall, in the next semiannual report following the Trustee's approval of this project, describe the progress implementing this Eligible Mitigation Action that will include a summary of all costs expended on the Eligible Mitigation Action through the reporting date. The report will also include a complete description of the status, development, implementation (including project schedule and milestone updates), and any modification to this Eligible Mitigation Action.

ATTACHMENT D

**DETAILED COST ESTIMATES FROM SELECTED OR POTENTIAL VENDORS FOR
EACH PROPOSED EXPENDITURE EXCEEDING \$25,000**

LION6

All-Electric Class 6
Urban Truck



Quote summary



California Experience Center - 4522 Parker Avenue, Suite 350 McClellan Park, CA 95652

Quote number	QUO-02006
Revision Id	0
Effective From	2/28/2022
Effective To	5/29/2022

CUSTOMER INFORMATION
 David Lamb
 Carson Tahoe Hospital
 1600 Medical Pkwy
 Carson City
 Nevada
 89703
 david.lamb@carsontahoe.org

SALES MANAGER INFORMATION
 Charles Williams
 Sales Manager – Trucks
 714.955.9083
 Charles.Williams@thelionelectric.com

BILLING ADDRESS INFORMATION
 1600 Medical Pkwy
 Carson City
 Nevada
 89703
 United States

SHIPPING ADDRESS INFORMATION
 1600 Medical Pkwy
 Carson City
 Nevada
 89703
 United States

Item name	Price per Unit	Quantity	Volume Discount Amount	Manual Discount Amount	Line Total
2022 Lion6 - Base Model	\$255,000.00	1	\$0.00		\$255,000.00
200 miles_252 kWh	\$60,000.00	1	\$0.00		\$60,000.00
Lion 6 Base Model Bundle	\$2,743.00	1	\$0.00		\$2,743.00
212WB 26 foot box body	\$0.00	1	\$0.00		\$0.00
ELECTRONIC STABILITY CONTROL [Bundle Item]	\$0.00	1	\$0.00	\$0.00	\$0.00
TRACTION CONTROL [Bundle Item]	\$0.00	1	\$0.00	\$0.00	\$0.00
CAB TILT [Bundle Item]	\$0.00	1	\$0.00	\$0.00	\$0.00
DRIVER AIR SEAT [Bundle Item]	\$0.00	1	\$0.00	\$0.00	\$0.00
ELECTRIC HEATER [Bundle Item]	\$0.00	1	\$0.00	\$0.00	\$0.00

Option name	Price per Unit	Quantity	Volume Discount Amount	Manual Discount Amount	Line Total
BUMPERS - BLUE	\$0.00	1	\$0.00		\$0.00
DC CCS-COMBO CHARGING PORT	\$0.00	1	\$0.00		\$0.00

TOTAL DEPOSIT DUE AT THE TIME OF PURCHASE ORDER PER VEHICLE	\$0.00
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*Delivery approximation subject to change due to pandemic restrictions

Equipment	\$0.00
Detail Amount	\$317,743.00
Total Discount	\$0.00
Subtotal	\$317,743.00
Sales Taxes %4.600	\$14,616.18
Federal Excise Taxes %0.00	\$0.00
Tire Taxes	\$0.00
Freight Amount	\$9,500.00
Subtotal with freight and taxes	\$341,859.18
Total Grants Funding	\$0.00
Total Amount	\$341,859.18

Authorized Vendor

This quote is valid for 90 days from quote date. Please refer to Payment Terms page for detailed payment terms.

Quote summary



Quote Number: QUO-02006
Revision Number: 0

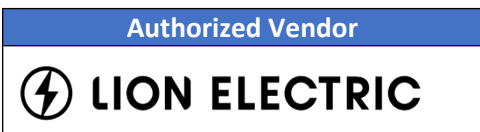
Customer Signature Indicating Acceptance of Quote: _____

Purchase Order Number: _____

Title/Position: _____

Date: _____

*Note: Price subject to change upon final P.O. acceptance.



This quote is valid for 90 days from quote date. Please refer to Payment Terms page for detailed payment terms.

Lion6 Straight-Body truck - BASE SPECIFICATIONS - ZERO-EMISSION TRUCK
 (Options selected in the previous page will supersede the below standard configurations)

Federal Motor Carrier Safety Approved

Specific truck information

Base model	Lion6
GAWR (Gross Axles Weight Rating)	31,000 lb
Legal GVWR / GCWR	26,000 lb
AXLES CONFIGURATION	4x2
Empty weight (126 kWh)	12,057 lb
Empty weight (168 kWh)	13,053 lb
Empty weight (210 kWh)	14,751 lb
Empty weight (252 kWh)	15,830 lb
Model year	2021
CERTIFICATION/COMPLIANCE	FMVSS / CMVSS
Complete / Incomplete vehicle	Incomplete

Application

Startability	20%
Max Pedal Speed	65 MPH
Operating Speed	61 MPH
Maintainable speed	61 MPH
Maximum reverse speed	5 MPH

Cab structure

Forward position, aluminium structure, steel floor, flat & no doghouse	STANDARD
Panels	Composite & Colored Gel Coat Standard
Configuration	Extended, 60.25" lg
Body width	96 in
Cab Height from ground	105 in

Charging

CHARGING PORT Position	Right side, 2nd step cab access door	STANDARD
Charging Port & Onboard Charger	Level III DC - Fast Charge CCS1 Combo	STANDARD
State Of Charge (SOC) indicator	Pilot Light @ charge port	STANDARD
Smart Charge		STANDARD

Motor [Engine]/Equipment

Traction Motor	DANA-TM4 SUMO MD 400 VDC
Motor Drive	DANA TM4 CO200
Max/Cont. Power	250 kW / 115kW
Max/Cont. Torque	2 500 Nm / 1 140 Nm
Battery chemistry	Lithium-Ion (NMC)
Battery type	BMW 400V
Battery capacity (kWh)	210
Battery Range (miles)	UP TO 150 MILES
Regenerative Braking	STANDARD
Gear Shift Control	DIRECT DRIVE // R.N.D.
Air Compressor	GARDNER DENVER HYDROVANE
Air Compressor capacity	15.8 CFM
Air Cleaner	AIR COMPRESSOR
Radiator Fan	DUAL ELECTRIC FANS
Radiator coolant specs	Cummins Engineering Standard CES 14603

Basic Weight Specs

GAWR - Gross Axle Weight Rating	Front	12,500 lb
	Rear	19,000 lb

Steering system

Front Axle steering box	TRW TAS85	STANDARD
Power Steering	Electric hydraulic pump	STANDARD

Front Axle & Suspension

Front Axle & Suspension	HENDRICKSON SOFTEK™ (Include STEERTEK™ NXT Axle assembly)	12,500 lb
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Rear Axle & Suspension

Rear Axles	Brand & model	Dana S21-140
	1st Ratio	4.88
Rear suspension	Brand & model	Hendrickson Comfort Air HAS 21,000 lb
Locking Options	Interaxle	STANDARD WITH AIR SUSPENSION
Leveling valve	Single	STANDARD WITH AIR SUSPENSION

Brakes system

Front Brakes type & model	Disk, Air	BENDIX ADB22X T14
Rear Brakes type & model	Disk, Air	BENDIX ADB22X T1824
Disks / Drums model	CONMET PRESET DISC	STANDARD
Parking Brake	AIR VALVE - Dashbord MANUAL KNOB OPERATED	STANDARD

Tires & Wheels

Front tires	295/75R22.5	STANDARD
	R268 - GOODYEAR	
Rear tire	295/75R22.5	STANDARD
	R268 - GOODYEAR	

Front wheels	Dimensions	22.5 X 8.25
Rear wheels	Dimensions	22.5 X 8.25
Wheels Material	Aluminum, Accuride Standard Polish	STANDARD
Frame & Equipment		
Frame Rails		120 KSI STEEL 0.3125" x 10.63" x 3.22"
Crossmember		100 KSI
Frame Fasteners	BOBTAILS // HUCK BOLTS	STANDARD
Front Tow Hooks Receptacle		STANDARD
Front Bumper material	One - piece // COMPOSITE	STANDARD
Front Bumper color	Blue - Lion Electric Pantone 3005 RAL 5015	STANDARD (CUSTOMER TO CHOOSE DIFFERENT COLOR IF NEEDED)
Air equipment		
Air tank type	Painted steel	STANDARD
Primary tank volume		35 396 cm ³ (2160 po3)
Secondary tank volume		35 396 cm ³ (2160 po3)
AIR TANK DRAIN	Manual	STANDARD
SCHRADER VALVE ON AIR DRYER		STANDARD
Seating		
DRIVER SEAT	HSM	STANDARD
PASSENGER SEAT	HSM	STANDARD
DRIVER SEAT SUSPENSION	Air	STANDARD
DRIVER SEAT MATERIAL	CLOTH	STANDARD
DRIVER SEAT COLOR	DARK GREY	STANDARD
ARM REST		STANDARD
SEAT BELT COLOR	ORANGE	STANDARD
SEAT BELTS (Driver)	3 POINT ADJUSTABLE D-RING RETRACTOR	STANDARD
SEAT BELTS INDICATOR	Light & audible alarm (DRIVER ONLY)	STANDARD
SEAT BELTS (Passenger)	FIXED D-RING RETRACTOR	STANDARD
Cab		
Cab Suspension	Pneumatic	STANDARD
Cab color	White gelcoat - CODE PPG 934313	STANDARD - CUSTOMER TO CHOOSE DIFFERENT COLOR IF REQUIRED
Cab Exterior trim	Black gelcoat GLOSS CODE PPG 934316	STANDARD
Cab plastic trim	Black CODE PPG 934316	STANDARD
Quarter Fender Composite		STANDARD
Cab tilt	Electric pump	STANDARD
Windshield & Glazing Windows	Clear	STANDARD
Xtra grip cab ingress step		STANDARD
Doors	COMPOSITE + STEEL	STANDARD
Mirrors: Heated, Motorized, with Flasher & Convex		STANDARD
Windshield Wiper: Intermittent, w/T winter blade & washer fluid arm jet		STANDARD
Cab equipment		
Cab trim level	Premium	STANDARD
Interior trim color	LIGHT GREY CODE PPG 934318	STANDARD
Headliner color	Light grey CODE PPG 934317	STANDARD
MAIN CLUSTER - DASHBOARD: charge, range and diagnostic infos available.	US - MPH	STANDARD
CAB DECALS	US - English	STANDARD
RADIO & AUDIO	AM/FM/WB/USB/MP3/Bluetooth	STANDARD
Horn	Dual electric	STANDARD
18" Steering wheel + tilting & telescopic column		STANDARD
Power door locks	Assisted (door trim button)	STANDARD
Power Windows		STANDARD
Ignition key - 4 position	(OFF/RUN/START/ACCESSORIES)	STANDARD
Ignition & Door key alike	Key alike	STANDARD
Number of keys		2
Interior lighting: Driver & Passenger reading light, Dome light, footwell light		STANDARD
Electrical outlets	1 x 12VDC // 1x USB	STANDARD
Storage: Glovebox, center console & tray, cupholders (2x)		STANDARD
Interior Sunvisor	3X	STANDARD
Floor mat	Vinyl	STANDARD
Coat hook	2X	STANDARD
Grab handle interior	Blue - Lion Electric Pantone 3005 RAL 5015	STANDARD
OBD Plug		STANDARD
Electrical LV		
12 V LIGHTING SYSTEM WITH CIRCUIT PROTECTION		STANDARD
MULTIPLEX ELECTRICAL SYSTEM W CENTRLZD POWER DISTR		STANDARD
CIRCUITS Identification	Numbered and color-coded	STANDARD
REMOTE DIAGNOSTICS		STANDARD
On/Off Disconnect Switch / paddlock ready	AT 12 VDC BATTERIES	STANDARD

Customer connector @ End of frame	CAN BUS / 12V Ignition / GRND / Rearview Camera	STANDARD
Customer connector @ cab, under dash	CAN BUS / 12V live / 12V ignition / GRND	STANDARD
12V BATTERIES	2X 12V 430 CCA	STANDARD
24V		STANDARD
Lights & Instruments		
Headlamps	LED	STANDARD
Exterior Lights	LED	STANDARD
Interior Lights	LED	STANDARD
Day time running lights [DRL]		STANDARD
Marker Lights	(5) Marker Lights FMVSS 108	STANDARD
Marker Lights SOC indicator, 3 LED		STANDARD
Marker, Stop, Turn, backup & license plate lights		STANDARD
MARKERT LIGHTS INTERRUPTER SWITCH (front markers only)		STANDARD
HVAC - heating - AC		
Air Conditioning		STANDARD
Cab air filter		STANDARD
7 kW Heater ELECTRIC with defrost & recirculation modes		STANDARD
Programmable pre-heat setting		STANDARD
Passive and Active Safety		
ABS - Anti Lock Braking System		STANDARD
Backup Alarm		STANDARD
Sound Generator	FMVSS No. 141	ECCO Sound GEN - "terraglide" Tone
Rear Camera Images displayed unto central dash screen, when reverse is engaged - If rear-view camera option not selected, wiring only will be provide		STANDARD
Alarm when door open & neutral not engaged		STANDARD
Resettable impact sensor		STANDARD
Other Options		
Emergency Kit: Triangle, First aid kit, Fire Extinguisher 5 lb		STANDARD
Miscellaneous		
Incomplete vehicle document		STANDARD
Owners manual		STANDARD
Limited Warranty		STANDARD
Base Dimensions (truck only, no equipment)		
WB - Wheelbase		212 in
BBC - Bumper to Back of Cab		79 in
BA - Bumper to front Axle		66,8 in
CFA - Back of Cab to front Axle		12,2 in
BOCC - Back Of Cab Clearance		12 in
Overall Comb. Length		407 in
Rear Frame Overhang		133,3 in
CA - Cab to rear axle		188 in
Eff CA - Effective CA		188 in
CE - Cab to End of frame		333 in
AF - After Frame		133 in
FH - Frame Height at rear axle		38 in
Frame Width at rear		34 in
Cab Tilt Angle (degrees)		45 degrees
OAH - Overall height (cab)		105 in
OAW - Overall width		96,8 in
Turning Radius (wall to wall)		30,7 ft
Turning Radius (curb to curb)		28,3 ft
Tail swing		2,6 ft



TERMS AND CONDITIONS OF SALE

- 1. Application of Terms.** It is expressly agreed between Lion Electric Company ("Lion") and you ("Customer") that the sale of Lion's products is governed exclusively by these Terms and Conditions of Sale ("Terms and Conditions"). Lion's acceptance of Customer's purchase order is expressly conditioned upon Customer's assent to these Terms and Conditions to the exclusion of any additional or different terms or conditions on Customer's order form or any other Customer documents. No waiver, alteration or modification of any of these Terms and Conditions by Customer shall be valid unless made in writing specifically referencing these Terms and Conditions and signed by an officer or other duly authorized representative of Lion.
- 2. Quotations and Prices.** Quotations given by Lion to Customer are not an offer to sell but only an invitation for an order. No transaction shall be deemed completed until Lion has accepted Customer's purchase order and Lion reserves the right not to accept a purchase order, or a portion thereof, for any reason.
- 3. Cancellations.** Purchase orders that have been accepted by Lion cannot be cancelled by Customer without prior written authorization of Lion and Customer agrees to indemnify Lion against any loss arising from any cancellation, and to reimburse Lion for all expenditures incurred by Lion with respect to any cancellation.
- 4. Payment.** Subject to credit approval, payment for all amounts due hereunder shall be due at the time of delivery, unless otherwise expressly agreed to by Lion in writing. Notwithstanding the foregoing, Lion may at its sole discretion require that full payment be executed before delivery of any product. Payments not received when due will be subject to a late fee of 2%, or the maximum lawful rate, whichever is lower, of the outstanding invoice balance for each 30-day period or portion thereof past due. All costs of collecting any moneys due from Customer under the terms and provisions hereof, including but not limited to, legal expenses, legal interest, attorneys' fees and collector's expenses, shall be paid by Customer to Lion. In addition to other rights and remedies, Lion reserves the right in its sole discretion, either to: (a) withhold deliveries and/or shipments, (b) impose or revise any credit limits on Customer's purchases, or (c) cancel the purchase order, when Lion deems itself insecure with respect to Customer's ability to pay for the purchase order.
- 5. Security Deposit.** When a security deposit is required in the Quotation, the payment must be paid by the Customer upon reception of the invoice issued by Lion. The amount of the security deposit will be deducted from the final invoice. Providing that a government entity cannot issue a security deposit, the said entity shall be exempted from the obligation upon written justification to Lion.
- 6. Taxes.** Customer shall pay the amount of any taxes, duties and similar charges levied by any government authority in connection herewith. Such charges are not included in the price of the products or services and will be added to payments due to Lion. Customer agrees it will be responsible and shall indemnify Lion for all additional taxes or penalties from a taxing authority, and all legal expenses incurred by Lion due to incorrect taxing information furnished by Customer.
- 7. Delivery and/or Shipment.** Any shipping, delivery and/or performance dates given in advance are estimates only and are not guaranteed, although reasonable commercial efforts will be made to deliver and/or ship in accordance with such estimates. No liability shall attach against Lion on account of any delay in delivery and/or shipment by Lion. Customer agrees to accept partial or pro rata deliveries and/or shipments and hold Lion harmless from any liability that may result from Lion's inability to execute in full any purchase order.
- 8. Title and Risk of Loss.** All goods shall be shipped DDP – Delivery Duty Paid unless otherwise expressly agreed to by Lion in writing. Risk of loss pass to Customer at the point of delivery. Customer agrees to indemnify, defend and hold Lion harmless from any and all losses arising out of any or all claims, suits and/or demands related to the products while at Customer's risk.
- 9. Transportation Charges.** All transportation charges and related expenses shall be the responsibility of Customer unless otherwise expressly agreed to by Lion in writing. If freight is allowed at Lion's cost, Lion reserves the right to select the carrier of choice and the unloading of material at the point of destination shall be the sole responsibility of Customer. For all shipments, Lion responsibility ceases when the transportation company receives the material in good condition. The shipment must be checked upon Customer receipt for transportation damages, and if damaged, a claim must be made against the transportation company immediately and sufficient evidence provided to Lion.
- 10. Limited Warranty.** Products manufactured by Lion are covered by the limited warranty terms, available upon request, of such products. For products not manufactured by Lion, any warranty issued by the manufacturer or vendor of products shall be solely that of the manufacturer or vendor and not of Lion. Lion hereby assigns to Customer, as of the date that title passes to Customer for such products, all of the manufacturer's or vendor's warranties, express or implied, if any and if assignable, with respect to the products, and Lion hereby authorizes Customer to make or settle any claims under such warranties directly with any such manufacturer or vendor.
- 11. Disclaimer.** EXCEPT FOR THE WARRANTIES OF TITLE ABOVE, LION MAKES NO WARRANTY REGARDING ANY OF THE PRODUCTS SOLD OR SERVICES RENDERED BY IT, MAKES NO REPRESENTATIONS, PROVIDES NO INDEMNITIES (INTELLECTUAL PROPERTY OR OTHERWISE) AND, TO THE EXTENT PERMITTED BY LAW, DISCLAIMS ANY AND ALL OTHER CONDITIONS OR WARRANTIES OF ANY NATURE OR KIND, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY CONDITION OR WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR ARISING BY USAGE OF TRADE, COURSE OF DEALING OR PERFORMANCE. ANY DOCUMENTATION, RECOMMENDATION OR ASSISTANCE PROVIDED BY LION CONCERNING THE PRODUCTS, THEIR USE, DESIGN, APPLICATION, OPERATION, OR OTHERWISE, IS FOR CUSTOMER ONLY, SHALL NOT BE CONSTRUED AS REPRESENTATIONS, CONDITIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AND IS ACCEPTED BY CUSTOMER AT ITS OWN RISK AND WITHOUT ANY OBLIGATION OR LIABILITY TO LION. LION SHALL NOT BE LIABLE FOR INFORMATION OR DOCUMENTATION PROVIDED BY CUSTOMER OR ANY OTHER SECONDARY SOURCES AND SHALL NOT BE RESPONSIBLE FOR THE PERFORMANCE OF CUSTOMER OR ANY THIRD PARTY HEREUNDER OR OTHERWISE. IT IS CUSTOMER'S SOLE RESPONSIBILITY TO DETERMINE THE SUITABILITY AND/OR QUANTITY OF THE PRODUCTS OR SERVICES TO BE PROVIDED BY LION. CUSTOMER'S EXCLUSIVE REMEDY AGAINST LION FOR BREACH OF ANY WARRANTY ARISING HEREUNDER SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF THE SPECIFIC PRODUCT OR REPERFORMANCE OF THE SERVICE AT ISSUE, OR RETURN OF THE PURCHASE PRICE. LION ASSUMES NO LIABILITY FOR ANY DISMANTLING, REMOVAL, INSTALLATION, RE-INSTALLATION OR LABOR COSTS, OR ANY CONSEQUENTIAL DAMAGES IN CONNECTION WITH THE FOREGOING.

These terms and conditions are subject to change at any time without notice.

Terms and conditions of sale – February 2021



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TERMS AND CONDITIONS OF SALE

12. Limitation of Liability. IN NO EVENT SHALL LION BE LIABLE FOR (A) ANY SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR INDIRECT DAMAGES; (B) LOSS OF PROFITS OR BUSINESS REVENUE OR INCOME, FAILURE TO REALIZE EXPECTED SAVINGS, LOSS OF USE OR LOSS OF TIME; OR (C) ANY CLAIM AGAINST CUSTOMER BY ANY THIRD PARTY; WHETHER IN CONTRACT, NEGLIGENCE, TORT, OR OTHERWISE, RESULTING FROM ITS PERFORMANCE, NON-PERFORMANCE OR DELAY IN PERFORMANCE OF ITS OBLIGATIONS HEREUNDER WHETHER OR NOT LION HAD NOTICE OF THE POSSIBILITY OF SUCH DAMAGES OCCURRING. MOREOVER, CUSTOMER EXPRESSLY AGREES THAT UNDER NO CIRCUMSTANCE SHALL THE TOTAL LIABILITY OF LION TO CUSTOMER EXCEED THE VALUE OF THE SPECIFIC PRODUCT OR SERVICE AT ISSUE.

13. Applicable Law. The construction, validity and performance of these Terms and Conditions (and any dispute, claim or obligation under it, whether contractual or noncontractual) shall be governed by the laws of the Province of Quebec and the parties irrevocably submit to the exclusive jurisdiction of the courts of the judicial district of Montreal (Quebec, Canada). These Terms and Conditions shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is hereby expressly excluded.

14. Use of Customer Name. Customer agrees that Lion may use Customer's name and logo to identify Customer as a customer of Lion on Lion's website, and as a part of a general list of Lion customers for use and reference in Lion corporate, promotional, and marketing materials. Customer agrees that Lion may issue a press release identifying Customer as a Lion customer and describing the nature of the Products, Services and/or Support Services to be provided. The content of any press release using Customer's name will be subject to Customer's prior approval, which will not be unreasonably withheld.

15. Nature of the Relationship. No agency, partnership, joint venture, or other business organization is created by this Agreement. Neither party will have the right or authority to make commitments of any kind for, or on behalf of, the other party without prior written consent of the party to be bound. Customer and Lion shall be independent contractors and each will conduct its business at its own cost and expense. Nothing in this Agreement will be construed as a commitment by Lion to engage in any further business with Customer beyond the scope of this Agreement (except as otherwise agreed to by the parties by means of a separate agreement) or after the expiration or earlier termination of this Agreement. Lion may refer to Customer as a customer reference in business dealings with potential customers, Lion financing matters and in press releases.

16. Compliance with Privacy Laws. Customer acknowledges and agrees that any Personal Information that Customer provides to Lion in connection with Lion's products or services, or that are otherwise transferred or made accessible to or collected or received by Lion through Customer's use of Lion's products or services, will be Processed in accordance with the terms of Lion's privacy notice, as posted on its website. Customer represents and warrants that any Personal Information Processed by Lion on behalf of Customer in connection with Lion's provision of its products or services under this agreement has been collected and disclosed by Customer in compliance with all applicable Privacy Laws and other applicable laws or collective agreements. "Privacy Laws" means the privacy and data protection laws of any jurisdiction to which either of the

parties is subject when Processing Personal Information under this agreement including, by way of example but not limitation, An Act Respecting the Protection of Personal Information in the Private Sector (Quebec), the Personal Information Protection and Electronic Documents Act (Canada); and applicable U.S. Federal and State privacy laws, including the Gramm-Leach Bliley Act, the California Consumer Privacy Act of 2018 and the California Privacy Rights Act. "Personal Information" means any information about an identified individual, including information that, alone or in combination with other available information, may be used to identify an individual, including any information to which applicable Privacy Laws may apply. "Processing" or "Processed" means to take any action or perform any operation or set of operations that Lion's products and services are capable of taking or performing on any data, information or other content, including to collect, receive, input, upload, download, record, reproduce, store, organize, compile, combine, log, catalog, cross-reference, manage, maintain, copy, adapt, alter, translate or make other derivative works or improvements, process, retrieve, output, consult, use, perform, display, disseminate, transmit, submit, post, transfer, disclose or otherwise provide or make available, or block, erase or destroy.

17. Export Restrictions. Customer shall not export, re-export, or transfer, directly or indirectly any product or technical data received hereunder, to any country or user to which such export, re-export or transfer is restricted by United States, Canada or local country law or regulation without first obtaining any required governmental license, authorization, certification or approval. If Customer resells or otherwise disposes of any product or technical data purchased hereunder, it will comply with any export restrictions applicable to such transfer and Customer hereby agrees to indemnify and hold Lion harmless against any and all losses, damages and costs resulting from any non-compliance by Customer. Lion shall have no liability for delayed delivery or non-delivery resulting from denial, revocation, suspension or governmental delay in issuance, of any necessary export license or authority. By accepting this Agreement, Customer confirms that it is not located in (or a national resident of) any country under U.S., EU or Canadian Economic embargo or sanction, not identified on any U.S. Department of Commerce Denied Persons List, Entity List of proliferation concern, on the US State Department Debarred Parties List or Treasury Department Designated Nationals exclusion list, and not directly or indirectly involved in the financing, commission or support of terrorist activities or in the development or production of nuclear, chemical, biological weapons or in missile technology programs, and hardware, software, technology, or services may not be exported, re-exported, transferred or downloaded to any such entity.

18. Force Majeure. No party shall be liable for any failure to perform or delay in the performance of its obligations if the same is partly or wholly delayed or prevented by an event of force majeure, defined as an event which is beyond the reasonable control of the parties, such as but not limited to Acts of God (e.g. floods, earthquakes, hurricane), epidemics, fires, explosions, strikes, riots, war, rebellions, sabotage, act or threat of terrorism, shortage in supplies from normally reliable sources, embargo, governmental act or omission (e.g. delay or failure to issue, suspension or withdrawal of any license, permit or authorization), labor disputes, delay from a subcontractor caused by an event of force majeure as defined herein, or other similar occurrence beyond the control and without the fault or negligence of the affected Party. Any such delay or failure shall suspend the project schedule until the delay or failure ceases, and the project schedule shall be deemed extended accordingly.

These terms and conditions are subject to change at any time without notice.

Terms and conditions of sale - February 2021



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DN-0691340-5

Quoted By: Chris Johnson

Created: 1/18/2022

Revised: 1/18/2022

111 Morgan Way • Morgantown, PA 19543 • Phone: • Fax: • www.morgancorp.com

Configuration: Lion Electric 26'
Reference:

Regional Sales Manager: CHRIS JOHNSON
Technical Service Rep: ANGELA STONE

Customer
LION ELECTRIC CO. USA INC.
4522 PARKER AVE. BLDG. 700
STE. 350
MCCLELLAN PARK, CA 95652

Contacts

Quote:
p.

Ship to:
p.

Ship To

CUSTOMER PICKUP

Customer Number: **258951**
Terms: **N30**

Shipping Method: **Customer Pickup**

Model **Description** **Plant**
GVSD10326096 **DRY FREIGHT VAN BODY 26FT NOMINAL** **PA - Morgantown**

<u>Body Dimensional Information</u>		<u>Chassis Information</u>		<u>C h a s s i s</u>	
				<u>Pickup? No</u>	
Inside Height:	103.12	Make:	FREIGHTLINER	Year:	2022
Inside Length:	310.63	Model:	M2/106 106.3in. BBC Cab (ISB/DD5/B6.7 Engine) (2017 or Newer Model)	WB:	270
Inside Width:	91.91	Expected Date:		FW:	34
Rear Door Opening (W x H):	8 8 W 97.25H	Color:	WHITE	CA:	204
		Rear Axle:	Single (1)	FOB:	201
		Air Horns on Cab	No	Vert.:	No
		Roof:		Exh.:	

Note: Body dimensional information above for reference only. These dimensions may change based on any special pricing items included in this quotation.

Specifications

*** Special Pricing items included shown in italics below ***

[DN-0691340-5]

OPTION	DESCRIPTION	QTY	Weight**
MBB Assembly	DRY FREIGHT VAN BODY 26FT NOMINAL	1	0.001
SUBFRAME	3" I-BEAM CROSSMEMBERS ON 12" CENTERS WITH 4" LONGRAIL	1	769.76
	MYLAR TAPE IS APPLIED BETWEEN ALL STEEL SUBFRAME COMPONENTS AND EXTRUDED ALUMINUM LOWER BOTTOM RAILS TO PREVENT CORROSION	1	0.26
	EXTRA CROSSMEMBERS	4	83.16
	LOCATE (4) EXTRA CROSSMEMBERS AT REAR ON 6 IN. CENTERS	1	0.001
MOUNTING	FULL MOUNT-U BOLT	1	116.65
	MUDFLAPS-MORGAN 24" X 36" BLACK	1	17.62
FLOOR	1 1/8 IN. LAMINATED HARDWOOD FASTENED TO SUBFRAME. FLOOR BOARDS ARE SHIP LAPPED AND PRE-UNDERCOATED FOR PROTECTION FROM ELEMENTS.	1	892.3
MOUNTING	UNDERCOATING WATER BASED UNDERCOATING APPLIED TO ROADSIDE AND CURBSIDE EXTERIOR 26 AND INTERIOR OF LONG RAILS AND WHEEL PANS, AS APPLICABLE, EXCLUDING ALL OTHER FLOOR AND SUBFRAME EXTERIOR COMPONENTS	1	10.66
THRESHOLD	STEEL DIAMOND FLUSH TO REAR 1/8"X 24" ROUTED EDGE INTO FLOOR	1	93.33
REAR DOOR	WHITING .25 THICK PREMIUM PLATE DOOR	1	TBD
	SPACER KIT FOR REAR DOOR INSTALLATION	1	1.74
	WHITING PUSH IN VINYL SEAL KIT WITH MONOBOLTED PREMIUM PLATE OVERHEAD DOOR	1	3.62
REAR FRAME	HEADER SUB-COMPONENT GALVANNEALED WITH STANDARD LIGHTS	1	57.03



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	ENDPLATE SUB-COMPONENT FOR DRY FREIGHT FOR OVERHEAD DOOR FOR 4.12" V-GROOVE	1	74.94
	ENDPLATE FOR QUICK MOUNT LIFTGATE		
	GALVANNEALED HEADER POST GUSSET	1	2.78
	ENDPLATE REINFORCEMENT GALV	1	5.79
	POST REINFORCEMENT FOR SINGLE LAMP POSTS	1	8.78
SKINS-SIDES	.040 ALUMINUM PREPAINTED WHITE	1	238.25
	RIVETS FOR FRONT AND SIDEWALLS-26 BODY	1	5.04
SIDE WALL	EXTRUDED ALUMINUM TOP AND BOTTOM RAILS WITH 1 3/8 IN. DEEP GALVANIZED STEEL Z-SHAPED VERTICAL POSTS INSTALLED ON 16 IN. CENTERS CURBSIDE.	1	189.08
	EXTRUDED ALUMINUM TOP AND BOTTOM RAILS WITH 1 3/8 IN. DEEP GALVANIZED STEEL Z-SHAPED VERTICAL POSTS INSTALLED ON 16 IN. CENTERS ROADSIDE.	1	189.08
LINER-SIDE	LINER-SIDES 3/8" PLYWOOD FULL	2	662.3
SCUFF	SCUFF-SIDE GALVANIZED STEEL 12 GA 16" HIGH	2	340.04
Scuff Height Note Side	SCUFF HEIGHT TOTALS 16 INCHES HIGH	1	TBD
INTERIOR TIES	SERIES E-TRACK RECESSED SIDE WALL	4	197.28
E-Track Sides Row 1 Loc Note	LOCATE RECESSED ROW AT 26.50 IN. FROM TOP OF FLOOR TO CENTER OF TRACK	1	0.001
E-Track Sides Row 2 Loc Note	LOCATE RECESSED ROW AT 55.50 IN. FROM TOP OF FLOOR TO CENTER OF TRACK	1	0.001
INTERIOR TIES	SERIES E TRACK RECESSED FRONT WALL	2	33.7
E-Track Front Row 1 Loc Note	LOCATE RECESSED ROW AT 26.50 IN. FROM TOP OF FLOOR TO CENTER OF TRACK	1	0.001
E-Track Front Row 2 Loc Note	LOCATE RECESSED ROW AT 55.50 IN. FROM TOP OF FLOOR TO CENTER OF TRACK	1	0.001
FRONT END	AERODYNAMIC ALUMINUM RADII WITH STEEL Z POSTS	1	55.62
SKINS-FRONT	.040 ALUMINUM PREPAINTED WHITE	1	29.54
LINER-FRONT	MORGAN REINFORCED-3/4" FULL HEIGHT PLYWOOD - 16" HIGH STEEL	1	170.71
ROOF	.032 ONE PIECE ALUMINUM SHEET WITH ANTI-SNAG ROOF BOWS ON 24 IN. CENTERS WITH CROWNED ROOF DESIGN WHICH PREVENTS WATER/ICE POOLING	1	170.17
	AERODYNAMIC ALUMINUM RADIUS AND POLY-TUFF CORNER CAPS	1	27.62
INTERIOR LIGHTS	ONE INTERIOR LED DOME LAMP WITH MOTION SENSOR TRUCK-LITE	1	TBD
	TOTAL DOMELIGHT(S) = 2;	1	0.001
	EXTRA INTERIOR LED DOME LAMP WITH MOTION SENSOR ON SAME CIRCUIT	1	TBD
	WIRING WITH FUSE AT BATTERY FOR DOME LAMP (WITHOUT SWITCH AND INDICATOR)	1	6.363
Liftgate {ALL} Interlift	PALFINGER GALVANIZED LIFTGATE ILP-25 2500# CAP 80X48 WEDGE ALUM PLATFORM POWER DOWN, AND 800MM ARMS (INCLUDES LIFTGATE OEM CUT OFF SWITCH AND DEDICATED GROUND CABLE) GALVANIZED 28" DUAL STEP NO CYCLE COUNTER	1	TBD



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LIFTGATE OPTION	PALFINGER LICENSE PLATE BRACKET AND LIGHT FOR ILP VERSION LIFTGATES	1	1.5
EXTERIOR LIGHTS	TECNIQ S37 LED SEALED CLEARANCE LIGHT, PER FMVSS-108 INSTALLED IN FRONT CORNER CAPS, SIDE TOP RAILS AND FIVE ACROSS REAR HEADER.	1	7.62
	REAR MAIN HARNESS FOR LED LIGHTS	1	2.67
	TECNIQ LED REAR LIGHTS RECESSED IN REAR POST/DOMESTIC COMBINED STOP TURN TAIL AND BACKUP LAMP	1	2.61
Rear Taillights	LICENSE PLATE BRACKET AND LIGHT LOCATED UNDER BODY	1	0.001
PAINT	REAR FRAME STEEL WHITE, INCLUDES PAINTING REAR ENDPLATE BLACK	1	0.001
DECALS	MORGAN LOGO AND SAFETY DECALS-FULL MOUNT	1	0.11
SAFETY ITEMS	ALUMINUM 12" GRAB HANDLE-BOLTED	2	1.02
	GRAB HANDLE MOUNTED ON CURBSIDE AND ROADSIDE REAR	1	0.001
	CONSPICUITY TAPE INSTALLATION	1	0.57
	BOTH SIDES OF BODY, ACROSS BOTTOM OF REAR DOOR, UNDERRIDE PROTECTOR, AND TWO INVERTED L's ON THE UPPER OUTBOARD CORNERS. PER DRAWING CONSP00	1	0.001
	CUSTOMER HAS DECLINED SIDE GUARD OPTION ON THIS ORDER	1	0.001
	NOTE: MORGAN OFFERS A SIDE-GUARD SAFETY OPTION FOR THIS VEHICLE CONFIGURATION. IT IS RECOMMENDED THAT YOU VERIFY LOCAL ORDINANCES REGARDING SIDE GUARDS ON TRUCK BODIES IN LOCATIONS WHERE YOUR VEHICLE(S) MAY BE OPERATING. ASK YOUR MORGAN SALESPERSON FOR MORE INFORMATION RELATED TO SIDE-GUARD PROTECTION.	1	0.001
	REAR CAMERA COLOR WITH SOUND	1	13.621
	BRACKET INSTALLATION TO MOUNT MONITOR IN CAB DASH RECESS	1	1.74
MOUNTING	CHASSIS FRAME EXTENSION - 10" CHANNEL FRAME	1	160.717
	WEIGH COMPLETED UNIT BEFORE DELIVERY; PUT SLIP IN GLOVE BOX	1	0.01
Special Engineering Item	SPR296121 CHASSIS TO BE LION ELECTRIC L6, WHEELBASE 212, C/A OF 188"	1	
	SPR296122 SUPPLY AND INSTALL ADDITIONAL 12VOLT BATTERY FORWARD OF REAR AXLE FOR 1 LIFTGATE OPERATION		
	TDG 011322 DO NOT QUOTE DUE TO LOCATION OF ILP-25 LIFTGATE THERE IS NO ROOM AFT OF REAR 1 AXLE FOR BATTERY CONSIDER MOUNTING BATTERY IN FRONT OF REAR AXLE		

Total Body Weight: TBD

CONTACT MORGAN FACTORY REP FOR TOTAL BODY WEIGHT

NOTES TO CUSTOMER:

DIMENSIONAL DATA: All dimensions, weights, and measurements specified herein are estimates and are subject to Morgan's manufacturing tolerances, may change without notice, and may vary depending on options selected. Please contact Morgan for dimension, weights, and measurements for your particular truck body and chassis.



DN-0691340-5

Quoted By: Chris Johnson

Created: 1/18/2022

Revised: 1/18/2022

111 Morgan Way • Morgantown, PA 19543 • Phone: • Fax: • www.morgancorp.com

NOTICE: Morgan Truck Body, LLC manufactures all vehicles to conform to applicable U.S. Federal Motor Vehicle Safety Standards (FMVSS) in effect at time of manufacture. Buyer/end-user is responsible for ensuring this vehicle, when operated, meets all applicable federal, state and local rules, regulations and statutes, including, but not limited to, those governing safety equipment, cargo securement, and accessories.

Morgan will give Customer a notice of release ("Release Notice") of their completed truck body units ("Vehicles") and Customer will remove, or authorize Morgan to remove, the Vehicles from Morgan's lot within five (5) days of the date thereof. After which time, and pursuant to Morgan's Standard Sales Agreement, Morgan shall not be responsible for any loss or damage thereto, for any reason, including, but not limited to, such loss or damage caused by fire, flood, storm, act of God, vandalism, accident, explosion, war, strike, civil or military authority, or any other similar causes.

In addition, Customer agrees to reimburse Morgan's then current lot lease expenses for every month past fourteen (14) days of the date of the Release Notice that the Vehicles remain on Morgan's lot. Customer also agrees to pay Morgan for all costs incurred, after fourteen (14) days of the date of the Release Notice, to maintain the Vehicles in satisfactory (road-worthy) working order.

Morgan shall not be responsible nor otherwise be held liable for cargo loss, loss of use, property damage, commercial (economic) loss, or other direct, indirect, incidental, consequential, or special damages alleged to have been caused by any Morgan product, or any delay in delivery of such product.

Morgan reserves the right to increase the quoted prices based on increases in prices charged to Morgan by its suppliers as of the date of Morgan's receipt of the chassis and all customer supplied material (if any). In the occurrence of Goods ordered without chassis (i.e., flat-bed pick-ups/deliveries), Morgan reserves the right to increase the quoted prices based on increases in prices charged to Morgan by its suppliers anytime up to start of production of the Goods.

Morgan's Sales Agreement Terms and Conditions apply to this quote. Copies available at Morgan's Sales Agreement Terms and Conditions and upon request. Any additional or different terms proposed by Buyer are objected to and hereby rejected.

Prices in \$USD

Body:	\$ 28,318.00
Freight:	\$ 0.00
Unit Price:	\$ 28,318.00
X QTY	1
Total Quote Price:	\$ 28,318.00

Quote is valid for 90 days, and is subject to Morgan's Sales Agreement Terms and Conditions.

**Price quoted does not include applicable taxes.
Applicable taxes will be added at time of invoice.**

Customer Acceptance of Proposal - The pricing, specifications, and conditions of this quotation are satisfactory and are hereby accepted. We authorize Morgan to perform the work as specified.

Customer Signature:	Date of Acceptance:
---------------------	---------------------

PO and Chassis Details:

* Chassis Expected Date:

#	* PO #	* Chassis VIN	Customer Unit #	Chassis Factory #
1				

*** PO #, Chassis VIN #, and Chassis Expected Date are required when placing an order with Morgan Corporation. Please provide if not listed above.**

Additional Specifications Included in Price:

***WARNING:**The above Distributor added or installed options WILL NOT UPLOAD to Morgan, and Morgan will not be responsible for any information in this **Additional Specifications Included in Price** section.