

APPENDIX D-4
Beneficiary Eligible Mitigation Action Certification

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.	(sequential)
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): _____
Explanation of how funding request fits into Beneficiary's Mitigation Plan (5.2.1):
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).
Describe how the Beneficiary complied with subparagraph 4.2.8, related to notice to U.S. Government Agencies (5.2.9).

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:

10/30/23

Brian Rockness, Commissioner

[NAME]

[TITLE]

Indiana Department of Environmental Management

[LEAD AGENCY]

for

State of Indiana

[BENEFICIARY]

Appendix D-4 Summary Details

Eligible Mitigation Action Type:

Category 10: DERA Option

Explanation of how funding request fits into Beneficiary's Mitigation Plan (5.2.1):

Indiana will generally fund all eligible mitigation action (EMA) types included in Appendix D-2 of the national consent decree. The Mission Statement and Overall Goals are described below:

In promoting the reduction of emissions of NO_x, the Indiana Volkswagen Environmental Mitigation Trust Fund Program will prioritize sustainable projects that are transformative, positively impacting the environment, enhancing the health and well-being of residents, and promoting Indiana's growing economy.

The Program will focus on technological change and advancement with resiliency and favoring use of domestic fuel, where possible.

The goals of the Indiana Volkswagen Mitigation Trust Program include:

- Improving air quality across Indiana through cost-effective NO_x emission reduction strategies
- Maximizing diesel emission reductions across Indiana, while considering various categories of sensitive populations as areas of specific focus
- Providing appropriate considerations to projects that have diesel emission reductions that go beyond just NO_x, including PM_{2.5}, hydrocarbons (HC), carbon monoxide (CO), and carbon dioxide (CO₂)
- Encouraging leveraging of project partner funds with VW Trust funds to further the reach of the Indiana program

Detailed Description of Mitigation Action Item Including Community and Air Quality Benefits (5.2.2):

This project is for the purchase, installation, operation and maintenance of one (1) 2023 model-year, or newer, U.S. EPA emission compliant (Tier 4) all-electric-powered terminal truck that will REPLACE one (1) of the Grantee's Pre-Tier 4 existing diesel-powered terminal trucks that will be used for the same purpose. The replacement vehicles will be located and primarily operated in Pittsboro, Indiana.

All-electric-powered terminal trucks dramatically improve air quality and the quality-of-life conditions for operators, technicians, and citizens in the areas of operation due to notably lower tailpipe emissions in addition to less noisy engine operations.

The lifetime estimated emission reductions of pollutants according to U.S. EPA's Diesel Emission Quantifier (DEQ) include 0.782 tons of nitrogen oxides (NO_x) and 0.058 tons of fine particulate matter (PM_{2.5}).

Estimate of Anticipated NO_x Reductions (5.2.3):

Over the lifetime of this terminal truck, U.S. EPA's DEQ model estimates this project will result in a NOx reduction of 0.782 tons.

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):

Indiana Department of Environmental Management

Describe how the Beneficiary will make documentation publicly available (5.2.7.2):

In October of 2017, IDEM published a website with specific information on the national mitigation trust as well as the Indiana program. The website included an opportunity to sign up for automated updates to make sure interested parties were always kept apprised of any changes made to the program website. This web portal will be the location for all information related to the Indiana Volkswagen Mitigation Trust Program.

Describe any cost share requirement to be placed on each NOx source proposed to be mitigated (5.2.8):

Indiana will use Volkswagen Mitigation Trust funds to reimburse non-government-owned fleet and equipment owners at the levels specified in Appendix D-2 of the national mitigation trust. IDEM will also use Volkswagen Mitigation Trust funds to reimburse government-owned fleets and equipment at the same level as non-government owned fleet and equipment owners, as opposed to the full cost reimbursement permitted by Appendix D-2.

Specifically, for this project, the Indiana Volkswagen Mitigation Trust Program will cover up to 52% of the total project cost while the Grantee and/or other programs covers the remaining 48%.

Describe how the Beneficiary complied with subparagraph 4.2.8, related to notice to U.S. Government Agencies (5.2.9):

The Indiana Department of Environmental Management notified representatives as identified in Appendix D-2 of the national consent decree via email in March of 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):

Not applicable to this specific project.

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Attachment B Details

Project Schedule and Milestones:

Indiana announces Round 4 – DERA Option funding opportunity via online Request for Proposals (RFP)	October 11, 2022
Deadline for Round 4 – DERA Option program applications	December 16, 2022
Indiana notifies applicants of award decisions	March 9, 2023
Funding Agreement between Indiana and Grantee is fully executed	April 25, 2023
Grantee project implementation	April 25, 2023 to September 30, 2024
Indiana reviews programmatic, financial, and other materials for compliance with Appendix D-2 of the national consent decree	Ongoing
Indiana submits Appendix D-4 to Trustee to initiate payment to Grantee in accordance with Payee Contact and Wire Information form along with other supporting documentation	October 25, 2023
Indiana coordinates with Trustee on any questions or issues that arise related to the submitted Appendix D-4	October 25, 2023 to D-4 approval
Trustee responds to Indiana Appendix D-4	Within 60 days of submittal
Trustee disburses payment to Grantee	Within 15 days of Appendix D-4 approval

Project Budget:

Project Description	Indiana VW Mitigation Trust Grant Not to Exceed Total	Grantee Cost Share Not Less than Total	Project Total
The purchase, installation, operation and maintenance of one (1) 2023 model-year, or newer, U.S. EPA emission compliant electric-powered terminal tractor that will REPLACE one (1) of the Grantee's model year 1992-2009 existing diesel-powered	\$195,000.00	\$187,320.01	\$382,320.01

terminal tractors that will be used for the same purpose. The replacement vehicles will be located and primarily operated in Pittsboro, Indiana.			
Percentage	52%	48%	100%

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State of Indiana Total Trust Allocation:

1) State of Indiana's Total Trust Allocation	\$40,935,880.59
2) Obligated Awards from Previous D-4 Submittals	\$17,915,939.31
3) State of Indiana's Net Remaining Allocation Prior to this D-4 Submittal	\$23,019,941.28
4) Current D-4 Funding Request Total	\$195,000.00
5) State of Indiana's Remaining Allocation After this D-4 Submittal	\$22,824,941.28

Projected Allocation Totals per Project Type:

	Total per Category	Annually Based on Expected Project Reimbursements
Total Trust	\$40,935,880.59	NA
To EV (15%) over 3 years (2021 to 2023)	\$6,140,382.09	\$2,046,794.03
To Admin (3%) over 4 years (2020 to 2023)	\$1,228,076.42	\$307,019.11
To EMAs (82%) over 3 years (2020 to 2022)	\$33,567,422.08	\$11,189,140.69

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Projected Trust Allocations:

	2020	2021	2022	2023
1) Anticipated Annual Project Funding Request to be paid through the Trust	\$11,189,140.69	\$13,235,934.72	\$13,235,934.72	\$2,046,794.03
2) Anticipated Annual Cost Share (Administrative Costs)	\$307,019.11	\$307,019.11	\$307,019.11	\$307,019.11
3) Anticipated Total Project Funding by Year (Line 1 + Line 2)	\$11,496,159.8	\$13,542,953.8	\$13,542,953.8	\$2,353,813.14
4) Cumulative Trustee Payments Made to Date Against Cumulative Approved Beneficiary Allocation	\$3,895,454.40	\$4,710,898.20	\$5,165,086.48	\$3,903,596.23
5) Current Beneficiary Project Funding to be paid through the Trust (Line 1)	\$101,199.00	\$130,705.00	\$9,000.00	\$195,000.00
6) Total Funding Allocated to Beneficiary, inclusive of Current Action by Year (Line 4 + Line 5)	\$3,996,653.40	\$4,841,603.20	\$5,174,086.48	\$4,098,596.23
7) Beneficiary Share of Estimated Funds Remaining in Trust at Beginning of Year	\$40,935,880.59	\$36,939,227.19	\$32,097,623.99	\$26,923,537.51
8) Net Beneficiary Funds Remaining in Trust, net of cumulative Beneficiary Funding Actions (Line 7 – Line 6)	\$36,939,227.19	\$32,097,623.99	\$26,923,537.51	\$22,824,941.28

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Attachment C Details

Detailed Plan for Reporting on Eligible Mitigation Action Implementation (5.2.11):

The Indiana Department of Environmental Management (IDEM) is committed to meet the reporting requirements as detailed in Subparagraph 5.3 of the Environmental Mitigation Trust Agreement for State Beneficiaries. Specifically, this subparagraph states:

“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.”

IDEM will meet these obligations in coordination with our project partners. Project partners are obligated to provide IDEM the necessary information for reports to the Trustee through the Funding Agreements between IDEM and each project partner. This language states:

“4. Implementation and Reporting Requirements

A. The Grantee shall implement and complete the Project in accordance with **Attachment A** and the plans and specifications contained in its Funding Application. Modification of the Project shall require prior written approval from IDEM. If IDEM determines that the Grantee is not

making adequate progress in implementation of the approved Project in accordance with **Attachment A**, IDEM may rescind the award.

B. The Grantee shall submit to IDEM written progress reports until the completion of the Project. These reports shall be submitted in accordance with the reporting schedule contained in **Attachment C** and shall contain such detail of progress or performance on the Project as is required under the terms of the Volkswagen Diesel Emissions Environmental Mitigation Trust. If additional documentation is required for IDEM to meet reporting obligations under the Volkswagen Diesel Emissions Environmental Mitigation Trust, IDEM may request such documentation as necessary at any time during the term of this Agreement.”

Attachment D Details

Detailed cost estimates from selected or potential vendors for each proposed expenditure exceeding \$25,000 (5.2.6):

Detailed in the following pages:



Steel Dynamics Sales North America, Inc.
Bar Products Division
8000 North CR 225 East
Pittsboro, IN 46167

Sold To:

Indiana Department of Environmental Management
Indiana Government Center North
100 North Senate Avenue
Indianapolis, IN 46204-2251

Invoice: IDEM000208212023

Date: 08/21/2023

Proudly Melted and Manufactured in the U.S.A.

Invoice Number	Customer Number	Terms	Date Shipped	Vehicle ID	Shipped Via	F.O.B.
DEM000208212023		Net 30 days	8/21/2023			Pittsboro, IN

Description	Heat	BOL	Extended Weight (Lbs)	Weight(GT)	Price (USD)/GT	Extended Price (USD)
Grant DOR4-009						\$ 195,000.00
DTS Truck VIN: 1Z9TA8EA8PR530180						
Down Payment - 25%					\$ 82,697.50	
EV Charger					\$ 9,500.00	
EV Charger Taxes					\$ 665.00	
Final Payment					\$ 238,735.21	
Taxes					\$ 22,490.30	
Freight					\$ 2,732.00	
					\$ 356,820.01	
Charger Install					\$ 25,500.00	
Total					\$ 382,320.01	
Steel Dynamics Portion					\$ 187,320.01	
			0	-		

Total Product \$ 195,000.00
Total Freight \$ -
Tax \$ -
Total \$ 195,000.00

For questions regarding this invoice, please call Toby Powell at (317) 892-7195

Sales Invoice



Orange EV

5710 NW 41st Street
Riverside, MO
USA, 64150
Phone : 866-688-5223
sales@orangeev.com

Invoice No.	00126666
Date	03/31/2023
Contact	

Bill To	40166
Steel Dynamics, Inc.	
8000 N County Road 225 East,	
Pittsboro, Indiana	
USA, 46167	

Ship To	40166
Steel Dynamics, Inc.	
8000 N County Road 225 East,	
Pittsboro, Indiana	
USA, 46167	

PO No.	Sales Order No.	Shipping No.	Reference No.	Ship Method	Payment Terms
BP166934	00015860			Non applicable	25% downpayment, remainder due at delivery.
Sales Rep		Shipping Date	Carrier		Due Date
Brad Wham (E0055)			Not Applicable		03/31/2023

No.	Qty	UN	Item	Description	Retail Price		Net Price	Amount
1	1 000	EA	DEPOSIT	Initial Payment	\$82,697.50		\$82,697.50	\$82,697.50
			% Planned	Plan. amount	Description	Note(s)	Item	Description
			25.00%	\$82,697.50				

TRUCK NAME: SDY3

Subtotal:	\$82,697.50
Taxes:	\$0.00
Total:	\$82,697.50
Payment:	\$0.00
Balance:	\$82,697.50

USD

Sales Invoice



Orange EV

5710 NW 41st Street
Riverside, MO
USA, 64150
Phone : 866-688-5223
sales@orangeev.com

Invoice No.	00127022
Date	04/18/2023
Contact	

Bill To	40166
Steel Dynamics, Inc. 8000 N County Road 225 East, Pittsboro, Indiana USA, 46167	

Ship To	40166
Steel Dynamics, Inc. 8000 N County Road 225 East, Pittsboro, Indiana USA, 46167	

PO No.	Sales Order No.	Shipping No.	Reference No.	Ship Method	Payment Terms
BP166934	00015860	00014762		Less-than-Truckload Freight Shipping	25% downpayment, remainder due at delivery.
Sales Rep		Shipping Date	Carrier		Due Date
Brad Wham (E0055)		04/18/2023	Dohrn Transfer Freight		04/18/2023

No.	Qty	UN	Item	Description	Retail Price		Net Price	Amount
1	0 000	EA	CFGPROD_TRUCK_D TS	DTS Truck, to be Configured for Specific Jobs	\$321,290.00		\$321,290.00	\$0.00
2	1 000	EA	CFGPROD_CHRG CAB	Charging Cabinet	\$9,500.00		\$9,500.00	\$9,500.00

TRUCK NAME: SDY3
CHARGING CABINET SERIAL# CBU23-644

Subtotal:	\$9,500.00
Taxes:	\$665.00
Total:	\$10,165.00
Payment:	\$0.00
Balance:	\$10,165.00

USD

Orange EV Terminal Truck Solution
Purchase Terms and Conditions

1. These terms and conditions apply to the purchase of Orange EV vehicle(s), chargers and other equipment (collectively, "Equipment") by Customer ("Customer") described in the attached invoice. Any changes to these terms will be agreed mutually in writing.
2. **Vehicles for Remanufacture.** If a remanufacture, the vehicles to be remanufactured must be field approved in writing by Orange EV, delivered by Customer to Orange EV in the same condition as when approved in the field, and a final inspection with written acceptance. Since not all parts of a remanufactured vehicle get utilized in the final build, Customer is responsible for retrieving and/or authorizing disposition of these parts. If the unused parts are not either removed from Orange EV's premises or approved to be scrapped within 30 days of the truck to be remanufactured being delivered to Orange EV, Orange EV will store the parts at a fee of \$100/week. Furthermore, Customer shall hold Orange EV harmless for any loss or damage that occurs to these parts while in storage.
3. **Cost of Transport.** Customer is responsible for cost of transporting Equipment, including vehicles accepted by and being delivered to Orange EV for remanufacture, as well as all finished Equipment, both new and remanufactured.
4. **Work Start.** Work to produce Customer Equipment may commence when Orange EV receives:
 - a. initial payment, generally calculated as the lesser of the net due or half of the quoted solution price before applying incentives, and
 - b. approved Equipment at Orange EV facility (as applicable for remanufactures).Equipment delivery dates are subject to Orange EV's production schedule and commitment at time of order.
5. **Delivery.** Completed Equipment will be delivered as mutually agreed, subject to:
 - a. A 30-day grace period subject to 15-day notice by Orange EV.
 - b. Force Majeure events, including an act of God, intervention of government, war or threat of war, act of terrorism, conditions similar to war, sanction, blockade, embargo or other cause or circumstance beyond the reasonable control of Orange EV.
6. **Specification.** Equipment will be manufactured to defined specifications provided with invoice.
7. **Warranty.** The Equipment are warranted according to the terms in Exhibit A.
8. **Vehicle Charging and Related Electrical Infrastructure.** Orange EV will work with Customer's designated electrician to define site charging and electrical requirements as well as to complete electrical and charging equipment installation in advance of vehicle delivery to site. Actual installation of both electrical infrastructure and charging station will be completed by the Customer's designated electrician. In certain instances, a certification may be required by the local jurisdiction or by Customer's policy to install the equipment. In this event, Customer will be invoiced for Orange EV to engage a 3rd party to perform a site certification. This activity will be billed at a rate of \$5,500 per site for enhanced cabinets and \$10,000 per site for fast charge cabinets.

9. **Battery Pack.** Beginning in the fourth year (i.e., after three complete years have elapsed) from date of Equipment delivery, Customer may exercise a one-time right per Equipment to have Orange EV install new battery packs. Total cost of all parts and labor per truck for this effort is: \$49,995 for a 180 kWh and/or a 160 kWh pack or \$24,950 for an 100 or an 80 kWh pack.
10. **Title.** If not already held by Customer, transfer of Equipment ownership occurs upon shipment of Equipment from Orange EV to Customer site.
11. **Regulations.** Customer is responsible for compliance with applicable laws, rules and regulations related to Equipment ownership and operation.
12. **Confidentiality.** The parties agree that during this transaction information may be exchanged between the parties; furthermore, such information may be confidential in nature. Therefore, the parties agree to maintain the confidential information of the other party in confidence. For the purpose of this section, confidential information shall include a party's product designs, non-public business/marketing activities and other information that a party designates as confidential.
13. **Proprietary Rights.** Customer will not reverse engineer or attempt to reverse engineer Orange EV intellectual property that is embodied in the Equipment purchased under this Agreement. Nor shall Customer permit another party access to the Equipment Control Box, battery box or the other areas that were locked upon shipment by Orange EV, if such access is for the purpose of reverse engineering Orange EV intellectual property.
14. **Taxes.** Customer will pay to Orange EV or appropriate entity all applicable taxes, fees and other charges which are based on or measured by the sale, transportation, delivery or use of products sold or services performed by Orange EV.
15. **Late Payment.** Payment is due as specified on the invoice. If unpaid after 10 business days from delivery date, a late payment fee will be due. The late payment will be \$200 plus 15% annual percentage rate of the unpaid balance, compounded daily.

IN WITNESS WHEREOF *The Parties have affixed their signatures by a duly authorized officer effective _____*

Date

Orange EV LLC:

Customer:

Print Name of Authorized Signor

Print Name of Authorized Signor

Signature

Signature

Exhibit A

Orange EV

Standard Warranty Terms and Conditions For 100 kWh/180 kWh Terminal Tractors

Orange EV provides warranty on items listed on the Truck Warranty Table and the Charger Warranty Table (collectively, "Warranty Table"). The following terms and conditions and Warranty Table is the sole and exclusive warranty that Orange EV provides for its trucks (100 kWh and 180 kWh battery packs) and chargers. In addition to the warranties provided on the Warranty Table, Orange EV warrants to Customer (but not to any subsequent owner or any other third party) as follows:

(a) At the time of shipment, Orange EV will have full legal and beneficial title, free and clear of all security interests, liens, claims, charges or encumbrances, and full power and lawful authority to sell its products to customer.

(b) At the time of delivery and for the periods detailed in the Warranty Table set forth in Warranty Table, (i) products will be free from material defects in design, material or workmanship, and (ii) products will conform to and perform in accordance with the specifications in all material respects, provided that the product is:

- (i) operated reasonably and in normal conditions and for its intended purposes in accordance with Orange EV's operator manual.
- (ii) maintained in accordance with Orange EV's maintenance manual provided with the truck; and
- (iii) without any alterations or modifications to the product(s) not authorized by Orange EV; with
- (iv) normal wear and tear excepted.

(c) EACH PARTY SHALL INDEMNIFY THE OTHER AGAINST ANY AND ALL THIRD-PARTY CLAIMS (INCLUDING ATTORNEY'S FEES AND OTHER RELATED COSTS) TO THE EXTENT SUCH CLAIMS ARE CAUSED BY THE INDEMNIFYING PARTY'S INTENTIONAL OR NEGLIGENT ACTS, OMISSIONS OR BREACH OF THESE TERMS AND CONDITIONS. ORANGE SHALL INDEMNIFY AND HOLD HARMLESS CUSTOMER, ITS AFFILIATES AND SUBSIDIARIES, OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES FROM ANY THIRD-PARTY CLAIMS ALLEGING THAT THE SOFTWARE OR TECHNOLOGY EMPLOYED BY ORANGE INFRINGES ON THE INTELLECTUAL PROPERTY RIGHTS OF ANOTHER PARTY. THE PARTY'S HEREBY EXPRESSLY WAIVES ANY IMMUNITIES OR LIMITATIONS AFFORDED TO THE OTHER PARTY PURSUANT TO ANY WORKERS' COMPENSATION OR INDUSTRIAL INSURANCE ACTS, DISABILITY BENEFIT ACTS, OR OTHER EMPLOYEE BENEFIT ACTS, TO THE EXTENT ANY OF THE SAME WOULD LIMIT OR OTHERWISE ADVERSELY IMPACT THE INDEMNIFIED PARTY'S INDEMNIFICATION RIGHTS HEREUNDER

(d) EXCEPT AS EXPRESSLY PROVIDED HEREIN, ORANGE EV MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE PRODUCTS TO COMPANY OR ANY THIRD PARTY, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES UNDER SECTION 2-312(3) OF THE UNIFORM COMMERCIAL CODE, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED. EXCEPT FOR EACH PARTY'S INDEMNIFICATION OBLIGATIONS, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING ECONOMIC DAMAGES, LOST PROFITS, LOSS OF BUSINESS OR PRODUCT. HOWEVER, NOT INCLUDING DAMAGES ASSESSED PURSUANT TO AN INDEMNIFICATION OBLIGATION IN NO EVENT WILL ORANGE EV BE LIABLE FOR DIRECT DAMAGES OF CUSTOMER IN EXCESS OF THE AMOUNTS PAID BY CUSTOMER TO ORANGE EV UNDER THIS AGREEMENT

(e) Customer's sole remedies for Orange EV's breach of any warranty will be limited to the warranty services herein.

(f) Except as otherwise set forth in the Warranty Table, Orange EV prefers to perform warranty services at the customer site. Upon determination that warranty services are needed, customer will promptly notify Orange EV to identify the specific product requiring warranty services and the nature of the warranty services required or the nature of the problem for which warranty services are required. Orange EV will promptly thereafter use commercially reasonable efforts to resolve the warranty claim to the reasonable satisfaction of customer. Responsibility for performing the warranty services and the associated cost for labor and any required replacement parts is summarized in Warranty Table. Unless defined otherwise herein, where services are performed by customer at Orange EV's cost, the cost of the service to be charged to Orange EV will be the lesser of a reasonable and documented market rate for such services or customer's internal labor cost estimate for such services. Orange EV will retain qualified individuals to perform customer warranty services. Customer's failure to comply with the requirement that Orange EV perform the warranty services for any product, unless otherwise agreed in writing by both Orange EV and customer, will result in invalidating any remaining Orange EV warranty obligations for that product. **If traction battery boxes or the Equipment control box are opened without Orange EV's written consent, any remaining warranty will be invalidated for all Orange EV products in service with customer. However, if the event can be reasonably proven by**

customer to have been an isolated incident and no disclosure outside customer has occurred to Orange EV's reasonable satisfaction, there will be no impact to the warranty.

(g) The foregoing limitations of warranties and damages will apply regardless of the form of action or theory on which any claim is made, including contract, tort or otherwise, even if Orange EV has been advised of the possibility of such damages. Customer acknowledges that the foregoing limitations of warranties and damages are fair and reasonable under the circumstances.

(h) In the event Orange EV determines work should be performed offsite, the parties will work together to find a suitable offsite location to do the work with transportation and any incremental charges at customer's cost.

(i) In the event customer transfers a Equipment to a location different to which it was originally shipped, Orange EV will maintain the same level of service expectation as defined in this warranty unless the Equipment is moved to a location outside an area currently served by Orange EV. In such event, the warranty remains in effect, but Customer will assume responsibility for reasonable travel expenses incurred by Orange EV.

(j) Orange EV will be responsible on behalf of customer for making any warranty claims under manufacturer warranties identified herein.

(k) Customer will notify Orange EV within sixty (60) days of identification of a warranty issue and in no case will Orange EV be responsible for claims made more than sixty (60) days after the end of the applicable warranty period.

(l) Remanufactured Equipment: The parts of a remanufactured Equipment not provided by Orange EV, e.g. cylinders, fifth wheel, frame etc. ("Reman Parts") are not subject to Orange EV warranty provisions as detailed in this Agreement, as Reman Parts are used parts and subject to a decreased lifespan due previous usage. However, Orange EV will inspect Reman Parts to ensure that they are in working order upon leaving Orange EV's factory. Orange EV will certify Reman Parts for 30 days from date of delivery. Any Reman Part(s) that fails during this 30-day period Orange EV will repair or replace, free of charge; however, Orange EV, upon request, will quote replacement prices for any Reman Parts that need replaced after the 30 days has elapsed.

(m) Customer will provide reasonable and timely assistance to and cooperation with Orange EV's warranty services, including but not limited to:

- (i) providing accurate and timely information about any warranty issues for which Orange EV's warranty services are required; and
- (ii) making the product available to Orange EV when and as required to perform customer warranty services including timely access to the customer site where the product is located.

Truck Warranty Table

Item	Warranting Party	Warranty Hours/Energy Discharged	Warranty Years	Work Performed By:	Labor Cost Paid By:	Replacement Parts Paid By:
Traction Motor	Orange EV	15,000 hours	3 years	Orange EV	Orange EV	Orange EV
Equipment Control Box and internal components	Orange EV					
Traction Battery Boxes and internal components (excl. batteries)	Orange EV					
Electrical cabling and Wire Harnesses	Orange EV					
Hydraulic pump and motor	Orange EV					
Pneumatic pump and motor	Orange EV					
Intelliboom™	Orange EV					
Display	Orange EV					
Frame	Orange EV					
Traction Batteries ⁴	Manufacturer	220,000 kWh ¹ or 396,000 kWh ¹	90 months ²	Orange EV	Manufacturer	Manufacturer
Air Conditioning	Manufacturer	unlimited	3 years ³	Orange EV	Manufacturer	Manufacturer
Auto Lube System	Manufacturer	unlimited	3 years ³	Orange EV	Manufacturer	Manufacturer
Front Axle	Manufacturer	unlimited	1 year – Meritor 18 mos. - Fuwa	Orange EV	Manufacturer	Manufacturer
Rear Axle	Manufacturer	unlimited	1 year – Meritor 18 mos. - Fuwa	Orange EV	Manufacturer	Manufacturer
Tires	Manufacturer	unlimited	2 years	Orange EV	Manufacturer	Manufacturer
When provided by the customer (e.g., reman) the following items are excluded from the warranty: front axles, chassis, brakes, and glass	N/A	None	None	N/A	N/A	N/A
All other Items ⁴	3,000 hrs. or 1 year as follows:					
	First 1,500 hours or before 1 year			Orange EV	Orange EV	Orange EV
	Second 1,500 hours or after 1 year			Customer or Orange EV	Customer	Orange EV
The Warranty hours/Energy Discharged, and the Warranty Years shall be controlled by whichever occurs first						
1- Battery manufacturer warranty: 220,000 kWh on the standard duty (100 kWh) battery pack and 396,000 kWh on the extended duty (180 kWh) battery pack						
2- Any claims over the last 6 months of the warranty will be prorated by 1/6 monthly						
3- Year three is parts only						
4- This warranty will not go into effect until the battery pack retains less than 80% remaining capacity based on the 100kWh or 180kWh (We should use pack nominal capacity of 100kWh and 180kWh) nominal capacity. This warranty will be void if the SOC charge ever drops to zero or near zero. Review the Operators Manual prior to operating the Equipment, including the proper operating/charging procedures. When temperatures are at or below 32F and the truck is not in use, keep the truck plugged into its charger. The warranty will be voided if Customer fails to follow operating/charging procedures as detailed in the Manual, damages the battery, opens the battery enclosure, or attempts to have the battery serviced by someone other than OEV, or uses non-OEV approved charging equipment.						

Orange EV
Charger Warranty Terms and Conditions

Orange EV provides warranty on items listed on the Charger Warranty Table (collectively, "Warranty Table"). The following terms and conditions and Warranty Table is the sole and exclusive warranty that Orange EV provides for its chargers. In addition to the warranties provided on the Warranty Table, Orange EV warrants to Customer (but not to any subsequent owner or any other third party) as follows:

(a) At the time of shipment, Orange EV will have full legal and beneficial title, free and clear of all security interests, liens, claims, charges or encumbrances, and full power and lawful authority to sell its products to customer.

(b) At the time of delivery and for the periods detailed in the Warranty Table set forth in Warranty Table, (i) products will be free from material defects in design, material or workmanship, and (ii) products will conform to and perform in accordance with the specifications in all material respects, provided that the product is:

- (i) operated reasonably and in normal conditions and for its intended purposes in accordance with Orange EV's operator manual.
- (ii) maintained in accordance with Orange EV's maintenance manual provided with the truck; and
- (iii) without any alterations or modifications to the product(s) not authorized by Orange EV; with
- (iv) normal wear and tear excepted.

(c) EACH PARTY SHALL INDEMNIFY THE OTHER AGAINST ANY AND ALL THIRD-PARTY CLAIMS (INCLUDING ATTORNEY'S FEES AND OTHER RELATED COSTS) TO THE EXTENT SUCH CLAIMS ARE CAUSED BY THE INDEMNIFYING PARTY'S INTENTIONAL OR NEGLIGENT ACTS, OMISSIONS OR BREACH OF THESE TERMS AND CONDITIONS. ORANGE SHALL INDEMNIFY AND HOLD HARMLESS CUSTOMER, ITS AFFILIATES AND SUBSIDIARIES, OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES FROM ANY THIRD-PARTY CLAIMS ALLEGING THAT THE SOFTWARE OR TECHNOLOGY EMPLOYED BY ORANGE INFRINGES ON THE INTELLECTUAL PROPERTY RIGHTS OF ANOTHER PARTY. THE PARTY'S HEREBY EXPRESSLY WAIVES ANY IMMUNITIES OR LIMITATIONS AFFORDED TO THE OTHER PARTY PURSUANT TO ANY WORKERS' COMPENSATION OR INDUSTRIAL INSURANCE ACTS, DISABILITY BENEFIT ACTS, OR OTHER EMPLOYEE BENEFIT ACTS, TO THE EXTENT ANY OF THE SAME WOULD LIMIT OR OTHERWISE ADVERSELY IMPACT THE INDEMNIFIED PARTY'S INDEMNIFICATION RIGHTS HEREUNDER

(d) EXCEPT AS EXPRESSLY PROVIDED HEREIN, ORANGE EV MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE PRODUCTS TO COMPANY OR ANY THIRD PARTY, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES UNDER SECTION 2-312(3) OF THE UNIFORM COMMERCIAL CODE, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED. EXCEPT FOR EACH PARTY'S INDEMNIFICATION OBLIGATIONS, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING ECONOMIC DAMAGES, LOST PROFITS, LOSS OF BUSINESS OR PRODUCT. HOWEVER, NOT INCLUDING DAMAGES ASSESSED PURSUANT TO AN INDEMNIFICATION OBLIGATION IN NO EVENT WILL ORANGE EV BE LIABLE FOR DIRECT DAMAGES OF CUSTOMER IN EXCESS OF THE AMOUNTS PAID BY CUSTOMER TO ORANGE EV UNDER THIS AGREEMENT

(e) Customer's sole remedies for Orange EV's breach of any warranty will be limited to the warranty services herein.

(f) Except as otherwise set forth in the Warranty Table, Orange EV prefers to perform warranty services at the customer site. Upon determination that warranty services are needed, customer will promptly notify Orange EV to identify the specific product requiring warranty services and the nature of the warranty services required or the nature of the problem for which warranty services are required. Orange EV will promptly thereafter use commercially reasonable efforts to resolve the warranty claim to the reasonable satisfaction of customer. Responsibility for performing the warranty services and the associated cost for labor and any required replacement parts is summarized in Warranty Table. Unless defined otherwise herein, where services are performed by customer at Orange EV's cost, the cost of the service to be charged to Orange EV will be the lesser of a reasonable and documented market rate for such services or customer's internal labor cost estimate for such services. Orange EV will retain qualified individuals to perform customer warranty services. Customer's failure to comply with the requirement that Orange EV perform the warranty services for any product, unless otherwise agreed in writing by both Orange EV and customer, will result in invalidating any remaining Orange EV warranty obligations for that product. **If traction battery boxes or the Equipment control box are opened without Orange EV's written consent, any remaining warranty will be invalidated for all Orange EV products in service with customer. However, if the event can be reasonably proven by customer to have been an isolated incident and no disclosure outside customer has occurred to Orange EV's reasonable satisfaction, there will be no impact to the warranty.**

(g) The foregoing limitations of warranties and damages will apply regardless of the form of action or theory on which any claim is made, including contract, tort or otherwise, even if Orange EV has been advised of the possibility of such damages. Customer acknowledges that the foregoing limitations of warranties and damages are fair and reasonable under the circumstances.

(h) In the event Orange EV determines work should be performed offsite, the parties will work together to find a suitable offsite location to do the work with transportation and any incremental charges at customer's cost.

(i) In the event customer transfers a Equipment to a location different to which it was originally shipped, Orange EV will maintain the same level of service expectation as defined in this warranty unless the Equipment is moved to a location outside an area currently served by Orange EV. In such event, the warranty remains in effect, but Customer will assume responsibility for reasonable travel expenses incurred by Orange EV.

(j) Orange EV will be responsible on behalf of customer for making any warranty claims under manufacturer warranties identified herein.

(k) Customer will notify Orange EV within sixty (60) days of identification of a warranty issue and in no case will Orange EV be responsible for claims made more than sixty (60) days after the end of the applicable warranty period.

(l) Customer will provide reasonable and timely assistance to and cooperation with Orange EV's warranty services, including but not limited to:

- (i) providing accurate and timely information about any warranty issues for which Orange EV's warranty services are required; and
- (ii) making the product available to Orange EV when and as required to perform customer warranty services including timely access to the customer site where the product is located.

Charger Warranty Table

	Warranty Years	Work Performed by:	Labor Costs Paid By:	Replacement Parts Paid By:
All Orange EV Chargers ¹	3 years as follows:			
	Through Year 2	Orange EV	Orange EV	Orange EV
	During year 3	Orange EV	Customer	Orange EV
1- Failure to correctly install (per cut sheet), any repair attempts by parties other than Orange EV or its representative (authorized in writing), failure to change filters (per recommended guidelines) and/or physical damage of any kind shall result in all Charger warranties being void and of no effect				

Orange EV T-Series Pure Electric Terminal Truck Solution

Purchase Terms and Conditions

1. These terms and conditions apply to the purchase of Orange EV vehicle(s) by Customer ("Customer") described in the attached invoice. Any changes to these terms will be agreed mutually in writing.
2. **Vehicles for Remanufacture.** If a remanufacture, the vehicles to be remanufactured must be approved in writing by Orange EV and delivered by Customer to Orange EV in the same condition as when previously approved. Since not all parts of a remanufactured vehicle get utilized in the final build, Customer is responsible for retrieving and/or authorizing disposition of these parts. If the unused parts are not either removed from Orange EV's premises or approved to be scrapped within 30 days of the truck to be remanufactured being delivered to Orange EV, Orange EV will store the parts at a fee of \$100/week. Furthermore, Customer shall hold Orange EV harmless for any loss or damage that occurs to these parts while in storage.
3. **Cost of Transport.** Customer is responsible for arranging transportation of vehicles and costs associated with that transportation (including, but not limited to, insuring those vehicles during shipment). This obligation shall apply to both vehicles accepted by and being delivered to Orange EV for remanufacture, as well as all finished vehicles, both new and remanufactured.
4. **Work Start.** Work to produce Customer vehicles may commence when Orange EV receives:
 - i. initial payment, generally calculated as the lesser of the net due or half of the quoted solution price before applying incentives, and
 - ii. approved vehicle at Orange EV facility (as applicable for remanufactures).Vehicle delivery dates are subject to Orange EV's production schedule and commitment at time of order.
5. **Delivery.** Completed vehicle(s) will be delivered as mutually agreed, subject to:
 - i. A 30-day grace period subject to 15-day notice by Orange EV
 - ii. Force Majeure events, including an act of God, intervention of government, war or threat of war, act of terrorism, conditions similar to war, sanction, blockade, embargo or other cause or circumstance beyond the reasonable control of Orange EV.
6. **Specification.** Vehicles will be manufactured to defined specifications provided with invoice.
7. **Vehicle Charging and Related Electrical Infrastructure.** Orange EV will work with Customer's designated electrician to define site charging and electrical requirements as well as to complete electrical and charging equipment installation in advance of vehicle delivery to site. Actual installation of both electrical infrastructure and charging station will be completed by the Customer's designated electrician. In certain instances, a certification may be required by the local jurisdiction or by Customer's policy to install the equipment. In this event, Customer will be invoiced for Orange EV to engage a 3rd party for this site certification at a rate of \$5,500 per site for enhanced cabinets or \$10,000 per site for fast charge cabinets.
8. **Battery Pack.** Beginning in the fourth year (i.e., after three complete years have elapsed) from date of vehicle delivery, Customer may exercise a one-time right per vehicle to have Orange EV install new battery packs. Total cost of all parts and labor per truck for this effort is: \$49,995 for a 180kWh/160kWh pack or \$24,950 for an 100kWh/80kWh pack.
9. **Title.** If not already held by Customer, transfer of vehicle ownership occurs upon notice to customer of completion, typically as evidenced by issuance to customer of remaining amounts due. Customer shall be responsible for any damage, not cause by the negligent or intentional act of Orange EV, which occurs to vehicle while in Orange EV's possession.
10. **Vehicle Regulation.** Customer is responsible for compliance with applicable vehicle laws, rules and regulations related to vehicle ownership and operation.
11. **Confidentiality.** The parties agree that during this transaction information may be exchanged between the parties; furthermore, such information may be confidential in nature. Therefore, the parties agree to maintain the confidential information of the other party in confidence. For the purpose of this section, confidential information shall include a party's product designs, non-public business/marketing activities and other information that a party designates as confidential.
12. **Proprietary Rights.** Customer will not reverse engineer or attempt to reverse engineer Orange EV intellectual property that is embodied in the vehicle purchased under this Agreement. Nor shall Customer permit another party access to the Vehicle Control Box, battery box or the other areas that were locked upon shipment by Orange EV, if such access is for the purpose of reverse engineering Orange EV intellectual property.
13. **Taxes.** Customer will pay to Orange EV or appropriate entity all applicable taxes, fees and other charges which are based on or measured by the sale, transportation, delivery or use of products sold or services performed by Orange EV.
14. **Late Payment.** Payment is due as specified on the invoice. If unpaid after 10 business days from delivery date, a late payment fee will be due. The late payment will be \$200 plus 15% annual percentage rate of the unpaid balance, compounded daily.

IN WITNESS WHEREOF The Parties have affixed their signatures by a duly authorized officer

Orange EV LLC:

Customer :

Print Name of Authorized Signor

Print Name of Authorized Signor

Signature

Signature

Sales Invoice



Orange EV

5710 NW 41st Street
Riverside, MO
USA, 64150
Phone : 866-688-5223
sales@orangeev.com

Invoice No.	00127225
Date	04/28/2023
Contact	

Bill To	40166
Steel Dynamics, Inc. 8000 N County Road 225 East, Pittsboro, Indiana USA, 46167	

Ship To	40166
Steel Dynamics, Inc. 8000 N County Road 225 East, Pittsboro, Indiana USA, 46167	

PO No.	Sales Order No.	Shipping No.	Reference No.	Ship Method	Payment Terms
BP166934	00015860	00014894		Less-than-Truckload Freight Shipping	25% downpayment, remainder due at delivery.
Sales Rep		Shipping Date	Carrier		Due Date
Brad Wham (E0055)		04/25/2023	WARREN TRANSPORTATION		04/28/2023

No.	Qty	UN	Item	Description	Retail Price		Net Price	Amount
1	1 000	EA	CFGPROD_TRUCK_D TS	DTS Truck, to be Configured for Specific Jobs	\$321,290.00		\$321,290.00	\$321,290.00
2	0 000	EA	CFGPROD_CHRG CAB	Charging Cabinet	\$9,500.00		\$9,500.00	\$0.00
3	1 000	EA	DEPOSIT	Initial Payment	(\$82,697.50)		(\$82,697.50)	(\$82,697.50)
4	1 000	EA	PPD CUSTOMER EXPENSE	LTL Freight to ship charging cabinet to customer	\$142.71		\$142.71	\$142.71

TRUCK NAME: SDY3
SERIAL# DKXD23-004820
VIN# 1Z9TA8EA8PR530180

Subtotal:	\$238,735.21
Taxes:	\$22,490.30
Total:	\$261,225.51
Payment:	\$0.00
Balance:	\$261,225.51

USD

Orange EV Terminal Truck Solution
Purchase Terms and Conditions

1. These terms and conditions apply to the purchase of Orange EV vehicle(s), chargers and other equipment (collectively, "Equipment") by Customer ("Customer") described in the attached invoice. Any changes to these terms will be agreed mutually in writing.
2. **Vehicles for Remanufacture.** If a remanufacture, the vehicles to be remanufactured must be field approved in writing by Orange EV, delivered by Customer to Orange EV in the same condition as when approved in the field, and a final inspection with written acceptance. Since not all parts of a remanufactured vehicle get utilized in the final build, Customer is responsible for retrieving and/or authorizing disposition of these parts. If the unused parts are not either removed from Orange EV's premises or approved to be scrapped within 30 days of the truck to be remanufactured being delivered to Orange EV, Orange EV will store the parts at a fee of \$100/week. Furthermore, Customer shall hold Orange EV harmless for any loss or damage that occurs to these parts while in storage.
3. **Cost of Transport.** Customer is responsible for cost of transporting Equipment, including vehicles accepted by and being delivered to Orange EV for remanufacture, as well as all finished Equipment, both new and remanufactured.
4. **Work Start.** Work to produce Customer Equipment may commence when Orange EV receives:
 - a. initial payment, generally calculated as the lesser of the net due or half of the quoted solution price before applying incentives, and
 - b. approved Equipment at Orange EV facility (as applicable for remanufactures).Equipment delivery dates are subject to Orange EV's production schedule and commitment at time of order.
5. **Delivery.** Completed Equipment will be delivered as mutually agreed, subject to:
 - a. A 30-day grace period subject to 15-day notice by Orange EV.
 - b. Force Majeure events, including an act of God, intervention of government, war or threat of war, act of terrorism, conditions similar to war, sanction, blockade, embargo or other cause or circumstance beyond the reasonable control of Orange EV.
6. **Specification.** Equipment will be manufactured to defined specifications provided with invoice.
7. **Warranty.** The Equipment are warranted according to the terms in Exhibit A.
8. **Vehicle Charging and Related Electrical Infrastructure.** Orange EV will work with Customer's designated electrician to define site charging and electrical requirements as well as to complete electrical and charging equipment installation in advance of vehicle delivery to site. Actual installation of both electrical infrastructure and charging station will be completed by the Customer's designated electrician. In certain instances, a certification may be required by the local jurisdiction or by Customer's policy to install the equipment. In this event, Customer will be invoiced for Orange EV to engage a 3rd party to perform a site certification. This activity will be billed at a rate of \$5,500 per site for enhanced cabinets and \$10,000 per site for fast charge cabinets.

Exhibit A

Orange EV

Standard Warranty Terms and Conditions For 100 kWh/180 kWh Terminal Tractors

Orange EV provides warranty on items listed on the Truck Warranty Table and the Charger Warranty Table (collectively, "Warranty Table"). The following terms and conditions and Warranty Table is the sole and exclusive warranty that Orange EV provides for its trucks (100 kWh and 180 kWh battery packs) and chargers. In addition to the warranties provided on the Warranty Table, Orange EV warrants to Customer (but not to any subsequent owner or any other third party) as follows:

(a) At the time of shipment, Orange EV will have full legal and beneficial title, free and clear of all security interests, liens, claims, charges or encumbrances, and full power and lawful authority to sell its products to customer.

(b) At the time of delivery and for the periods detailed in the Warranty Table set forth in Warranty Table, (i) products will be free from material defects in design, material or workmanship, and (ii) products will conform to and perform in accordance with the specifications in all material respects, provided that the product is:

- (i) operated reasonably and in normal conditions and for its intended purposes in accordance with Orange EV's operator manual.
- (ii) maintained in accordance with Orange EV's maintenance manual provided with the truck; and
- (iii) without any alterations or modifications to the product(s) not authorized by Orange EV; with
- (iv) normal wear and tear excepted.

(c) EACH PARTY SHALL INDEMNIFY THE OTHER AGAINST ANY AND ALL THIRD-PARTY CLAIMS (INCLUDING ATTORNEY'S FEES AND OTHER RELATED COSTS) TO THE EXTENT SUCH CLAIMS ARE CAUSED BY THE INDEMNIFYING PARTY'S INTENTIONAL OR NEGLIGENT ACTS, OMISSIONS OR BREACH OF THESE TERMS AND CONDITIONS. ORANGE SHALL INDEMNIFY AND HOLD HARMLESS CUSTOMER, ITS AFFILIATES AND SUBSIDIARIES, OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES FROM ANY THIRD-PARTY CLAIMS ALLEGING THAT THE SOFTWARE OR TECHNOLOGY EMPLOYED BY ORANGE INFRINGES ON THE INTELLECTUAL PROPERTY RIGHTS OF ANOTHER PARTY. THE PARTY'S HEREBY EXPRESSLY WAIVES ANY IMMUNITIES OR LIMITATIONS AFFORDED TO THE OTHER PARTY PURSUANT TO ANY WORKERS' COMPENSATION OR INDUSTRIAL INSURANCE ACTS, DISABILITY BENEFIT ACTS, OR OTHER EMPLOYEE BENEFIT ACTS, TO THE EXTENT ANY OF THE SAME WOULD LIMIT OR OTHERWISE ADVERSELY IMPACT THE INDEMNIFIED PARTY'S INDEMNIFICATION RIGHTS HEREUNDER

(d) EXCEPT AS EXPRESSLY PROVIDED HEREIN, ORANGE EV MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE PRODUCTS TO COMPANY OR ANY THIRD PARTY, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES UNDER SECTION 2-312(3) OF THE UNIFORM COMMERCIAL CODE, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED. EXCEPT FOR EACH PARTY'S INDEMNIFICATION OBLIGATIONS, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING ECONOMIC DAMAGES, LOST PROFITS, LOSS OF BUSINESS OR PRODUCT. HOWEVER, NOT INCLUDING DAMAGES ASSESSED PURSUANT TO AN INDEMNIFICATION OBLIGATION IN NO EVENT WILL ORANGE EV BE LIABLE FOR DIRECT DAMAGES OF CUSTOMER IN EXCESS OF THE AMOUNTS PAID BY CUSTOMER TO ORANGE EV UNDER THIS AGREEMENT

(e) Customer's sole remedies for Orange EV's breach of any warranty will be limited to the warranty services herein.

(f) Except as otherwise set forth in the Warranty Table, Orange EV prefers to perform warranty services at the customer site. Upon determination that warranty services are needed, customer will promptly notify Orange EV to identify the specific product requiring warranty services and the nature of the warranty services required or the nature of the problem for which warranty services are required. Orange EV will promptly thereafter use commercially reasonable efforts to resolve the warranty claim to the reasonable satisfaction of customer. Responsibility for performing the warranty services and the associated cost for labor and any required replacement parts is summarized in Warranty Table. Unless defined otherwise herein, where services are performed by customer at Orange EV's cost, the cost of the service to be charged to Orange EV will be the lesser of a reasonable and documented market rate for such services or customer's internal labor cost estimate for such services. Orange EV will retain qualified individuals to perform customer warranty services. Customer's failure to comply with the requirement that Orange EV perform the warranty services for any product, unless otherwise agreed in writing by both Orange EV and customer, will result in invalidating any remaining Orange EV warranty obligations for that product. **If traction battery boxes or the Equipment control box are opened without Orange EV's written consent, any remaining warranty will be invalidated for all Orange EV products in service with customer. However, if the event can be reasonably proven by**

Orange EV
Charger Warranty Terms and Conditions

Orange EV provides warranty on items listed on the Charger Warranty Table (collectively, "Warranty Table"). The following terms and conditions and Warranty Table is the sole and exclusive warranty that Orange EV provides for its chargers. In addition to the warranties provided on the Warranty Table, Orange EV warrants to Customer (but not to any subsequent owner or any other third party) as follows:

(a) At the time of shipment, Orange EV will have full legal and beneficial title, free and clear of all security interests, liens, claims, charges or encumbrances, and full power and lawful authority to sell its products to customer.

(b) At the time of delivery and for the periods detailed in the Warranty Table set forth in Warranty Table, (i) products will be free from material defects in design, material or workmanship, and (ii) products will conform to and perform in accordance with the specifications in all material respects, provided that the product is:

- (i) operated reasonably and in normal conditions and for its intended purposes in accordance with Orange EV's operator manual.
- (ii) maintained in accordance with Orange EV's maintenance manual provided with the truck; and
- (iii) without any alterations or modifications to the product(s) not authorized by Orange EV; with
- (iv) normal wear and tear excepted.

(c) EACH PARTY SHALL INDEMNIFY THE OTHER AGAINST ANY AND ALL THIRD-PARTY CLAIMS (INCLUDING ATTORNEY'S FEES AND OTHER RELATED COSTS) TO THE EXTENT SUCH CLAIMS ARE CAUSED BY THE INDEMNIFYING PARTY'S INTENTIONAL OR NEGLIGENT ACTS, OMISSIONS OR BREACH OF THESE TERMS AND CONDITIONS. ORANGE SHALL INDEMNIFY AND HOLD HARMLESS CUSTOMER, ITS AFFILIATES AND SUBSIDIARIES, OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES FROM ANY THIRD-PARTY CLAIMS ALLEGING THAT THE SOFTWARE OR TECHNOLOGY EMPLOYED BY ORANGE INFRINGES ON THE INTELLECTUAL PROPERTY RIGHTS OF ANOTHER PARTY. THE PARTY'S HEREBY EXPRESSLY WAIVES ANY IMMUNITIES OR LIMITATIONS AFFORDED TO THE OTHER PARTY PURSUANT TO ANY WORKERS' COMPENSATION OR INDUSTRIAL INSURANCE ACTS, DISABILITY BENEFIT ACTS, OR OTHER EMPLOYEE BENEFIT ACTS, TO THE EXTENT ANY OF THE SAME WOULD LIMIT OR OTHERWISE ADVERSELY IMPACT THE INDEMNIFIED PARTY'S INDEMNIFICATION RIGHTS HEREUNDER

(d) EXCEPT AS EXPRESSLY PROVIDED HEREIN, ORANGE EV MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE PRODUCTS TO COMPANY OR ANY THIRD PARTY, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES UNDER SECTION 2-312(3) OF THE UNIFORM COMMERCIAL CODE, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED. EXCEPT FOR EACH PARTY'S INDEMNIFICATION OBLIGATIONS, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING ECONOMIC DAMAGES, LOST PROFITS, LOSS OF BUSINESS OR PRODUCT. HOWEVER, NOT INCLUDING DAMAGES ASSESSED PURSUANT TO AN INDEMNIFICATION OBLIGATION IN NO EVENT WILL ORANGE EV BE LIABLE FOR DIRECT DAMAGES OF CUSTOMER IN EXCESS OF THE AMOUNTS PAID BY CUSTOMER TO ORANGE EV UNDER THIS AGREEMENT

(e) Customer's sole remedies for Orange EV's breach of any warranty will be limited to the warranty services herein.

(f) Except as otherwise set forth in the Warranty Table, Orange EV prefers to perform warranty services at the customer site. Upon determination that warranty services are needed, customer will promptly notify Orange EV to identify the specific product requiring warranty services and the nature of the warranty services required or the nature of the problem for which warranty services are required. Orange EV will promptly thereafter use commercially reasonable efforts to resolve the warranty claim to the reasonable satisfaction of customer. Responsibility for performing the warranty services and the associated cost for labor and any required replacement parts is summarized in Warranty Table. Unless defined otherwise herein, where services are performed by customer at Orange EV's cost, the cost of the service to be charged to Orange EV will be the lesser of a reasonable and documented market rate for such services or customer's internal labor cost estimate for such services. Orange EV will retain qualified individuals to perform customer warranty services. Customer's failure to comply with the requirement that Orange EV perform the warranty services for any product, unless otherwise agreed in writing by both Orange EV and customer, will result in invalidating any remaining Orange EV warranty obligations for that product. **If traction battery boxes or the Equipment control box are opened without Orange EV's written consent, any remaining warranty will be invalidated for all Orange EV products in service with customer. However, if the event can be reasonably proven by customer to have been an isolated incident and no disclosure outside customer has occurred to Orange EV's reasonable satisfaction, there will be no impact to the warranty.**

(g) The foregoing limitations of warranties and damages will apply regardless of the form of action or theory on which any claim is made, including contract, tort or otherwise, even if Orange EV has been advised of the possibility of such damages. Customer acknowledges that the foregoing limitations of warranties and damages are fair and reasonable under the circumstances.

(h) In the event Orange EV determines work should be performed offsite, the parties will work together to find a suitable offsite location to do the work with transportation and any incremental charges at customer's cost.

(i) In the event customer transfers a Equipment to a location different to which it was originally shipped, Orange EV will maintain the same level of service expectation as defined in this warranty unless the Equipment is moved to a location outside an area currently served by Orange EV. In such event, the warranty remains in effect, but Customer will assume responsibility for reasonable travel expenses incurred by Orange EV.

(j) Orange EV will be responsible on behalf of customer for making any warranty claims under manufacturer warranties identified herein.

(k) Customer will notify Orange EV within sixty (60) days of identification of a warranty issue and in no case will Orange EV be responsible for claims made more than sixty (60) days after the end of the applicable warranty period.

(l) Customer will provide reasonable and timely assistance to and cooperation with Orange EV's warranty services, including but not limited to:

- (i) providing accurate and timely information about any warranty issues for which Orange EV's warranty services are required; and
- (ii) making the product available to Orange EV when and as required to perform customer warranty services including timely access to the customer site where the product is located.

Charger Warranty Table

	Warranty Years	Work Performed by:	Labor Costs Paid By:	Replacement Parts Paid By:
All Orange EV Chargers ¹	3 years as follows:			
	Through Year 2	Orange EV	Orange EV	Orange EV
	During year 3	Orange EV	Customer	Orange EV
1- Failure to correctly install (per cut sheet), any repair attempts by parties other than Orange EV or its representative (authorized in writing), failure to change filters (per recommended guidelines) and/or physical damage of any kind shall result in all Charger warranties being void and of no effect				

Truck Warranty Table

Item	Warranting Party	Warranty Hours/Energy Discharged	Warranty Years	Work Performed By:	Labor Cost Paid By:	Replacement Parts Paid By:
Traction Motor	Orange EV	15,000 hours	3 years	Orange EV	Orange EV	Orange EV
Equipment Control Box and internal components	Orange EV					
Traction Battery Boxes and internal components (excl. batteries)	Orange EV					
Electrical cabling and Wire Harnesses	Orange EV					
Hydraulic pump and motor	Orange EV					
Pneumatic pump and motor	Orange EV					
Intelliboom™	Orange EV					
Display	Orange EV					
Frame	Orange EV					
Traction Batteries ⁴	Manufacturer	220,000 kWh ¹ or 396,000 kWh ¹	90 months ²	Orange EV	Manufacturer	Manufacturer
Air Conditioning	Manufacturer	unlimited	3 years ³	Orange EV	Manufacturer	Manufacturer
Auto Lube System	Manufacturer	unlimited	3 years ³	Orange EV	Manufacturer	Manufacturer
Front Axle	Manufacturer	unlimited	1 year – Meritor 18 mos. - Fuwa	Orange EV	Manufacturer	Manufacturer
Rear Axle	Manufacturer	unlimited	1 year – Meritor 18 mos. - Fuwa	Orange EV	Manufacturer	Manufacturer
Tires	Manufacturer	unlimited	2 years	Orange EV	Manufacturer	Manufacturer
When provided by the customer (e.g., reman) the following items are excluded from the warranty: front axles, chassis, brakes, and glass	N/A	None	None	N/A	N/A	N/A
All other Items ⁴	3,000 hrs. or 1 year as follows:					
	First 1,500 hours or before 1 year			Orange EV	Orange EV	Orange EV
	Second 1,500 hours or after 1 year			Customer or Orange EV	Customer	Orange EV
The Warranty hours/Energy Discharged, and the Warranty Years shall be controlled by whichever occurs first						
1- Battery manufacturer warranty: 220,000 kWh on the standard duty (100 kWh) battery pack and 396,000 kWh on the extended duty (180 kWh) battery pack						
2- Any claims over the last 6 months of the warranty will be prorated by 1/6 monthly						
3- Year three is parts only						
4- This warranty will not go into effect until the battery pack retains less than 80% remaining capacity based on the 100kWh or 180kWh nominal capacity. This warranty will be void if the SOC charge ever drops to zero or near zero. Review the Operators Manual prior to operating the Equipment, including the proper operating/charging procedures. When temperatures are at or below 32F and the truck is not in use, keep the truck plugged into its charger. The warranty will be voided if Customer fails to follow operating/charging procedures as detailed in the Manual, damages the battery, opens the battery enclosure, or attempts to have the battery serviced by someone other than OEV, or uses non-OEV approved charging equipment.						

customer to have been an isolated incident and no disclosure outside customer has occurred to Orange EV's reasonable satisfaction, there will be no impact to the warranty.

(g) The foregoing limitations of warranties and damages will apply regardless of the form of action or theory on which any claim is made, including contract, tort or otherwise, even if Orange EV has been advised of the possibility of such damages. Customer acknowledges that the foregoing limitations of warranties and damages are fair and reasonable under the circumstances.

(h) In the event Orange EV determines work should be performed offsite, the parties will work together to find a suitable offsite location to do the work with transportation and any incremental charges at customer's cost.

(i) In the event customer transfers a Equipment to a location different to which it was originally shipped, Orange EV will maintain the same level of service expectation as defined in this warranty unless the Equipment is moved to a location outside an area currently served by Orange EV. In such event, the warranty remains in effect, but Customer will assume responsibility for reasonable travel expenses incurred by Orange EV.

(j) Orange EV will be responsible on behalf of customer for making any warranty claims under manufacturer warranties identified herein.

(k) Customer will notify Orange EV within sixty (60) days of identification of a warranty issue and in no case will Orange EV be responsible for claims made more than sixty (60) days after the end of the applicable warranty period.

(l) Remanufactured Equipment: The parts of a remanufactured Equipment not provided by Orange EV, e.g. cylinders, fifth wheel, frame etc. ("Reman Parts") are not subject to Orange EV warranty provisions as detailed in this Agreement, as Reman Parts are used parts and subject to a decreased lifespan due previous usage. However, Orange EV will inspect Reman Parts to ensure that they are in working order upon leaving Orange EV's factory. Orange EV will certify Reman Parts for 30 days from date of delivery. Any Reman Part(s) that fails during this 30-day period Orange EV will repair or replace, free of charge; however, Orange EV, upon request, will quote replacement prices for any Reman Parts that need replaced after the 30 days has elapsed.

(m) Customer will provide reasonable and timely assistance to and cooperation with Orange EV's warranty services, including but not limited to:

- (i) providing accurate and timely information about any warranty issues for which Orange EV's warranty services are required; and
- (ii) making the product available to Orange EV when and as required to perform customer warranty services including timely access to the customer site where the product is located.

9. **Battery Pack.** Beginning in the fourth year (i.e., after three complete years have elapsed) from date of Equipment delivery, Customer may exercise a one-time right per Equipment to have Orange EV install new battery packs. Total cost of all parts and labor per truck for this effort is: \$49,995 for a 180 kWh and/or a 160 kWh pack or \$24,950 for an 100 or an 80 kWh pack.
10. **Title.** If not already held by Customer, transfer of Equipment ownership occurs upon shipment of Equipment from Orange EV to Customer site.
11. **Regulations.** Customer is responsible for compliance with applicable laws, rules and regulations related to Equipment ownership and operation.
12. **Confidentiality.** The parties agree that during this transaction information may be exchanged between the parties; furthermore, such information may be confidential in nature. Therefore, the parties agree to maintain the confidential information of the other party in confidence. For the purpose of this section, confidential information shall include a party's product designs, non-public business/marketing activities and other information that a party designates as confidential.
13. **Proprietary Rights.** Customer will not reverse engineer or attempt to reverse engineer Orange EV intellectual property that is embodied in the Equipment purchased under this Agreement. Nor shall Customer permit another party access to the Equipment Control Box, battery box or the other areas that were locked upon shipment by Orange EV, if such access is for the purpose of reverse engineering Orange EV intellectual property.
14. **Taxes.** Customer will pay to Orange EV or appropriate entity all applicable taxes, fees and other charges which are based on or measured by the sale, transportation, delivery or use of products sold or services performed by Orange EV.
15. **Late Payment.** Payment is due as specified on the invoice. If unpaid after 10 business days from delivery date, a late payment fee will be due. The late payment will be \$200 plus 15% annual percentage rate of the unpaid balance, compounded daily.

IN WITNESS WHEREOF The Parties have affixed their signatures by a duly authorized officer effective _____

Date

Orange EV LLC:

Customer:

Print Name of Authorized Signor

Print Name of Authorized Signor

Signature

Signature

Orange EV T-Series Pure Electric Terminal Truck Solution

Purchase Terms and Conditions

1. These terms and conditions apply to the purchase of Orange EV vehicle(s) by Customer ("Customer") described in the attached invoice. Any changes to these terms will be agreed mutually in writing.
2. **Vehicles for Remanufacture.** If a remanufacture, the vehicles to be remanufactured must be approved in writing by Orange EV and delivered by Customer to Orange EV in the same condition as when previously approved. Since not all parts of a remanufactured vehicle get utilized in the final build, Customer is responsible for retrieving and/or authorizing disposition of these parts. If the unused parts are not either removed from Orange EV's premises or approved to be scrapped within 30 days of the truck to be remanufactured being delivered to Orange EV, Orange EV will store the parts at a fee of \$100/week. Furthermore, Customer shall hold Orange EV harmless for any loss or damage that occurs to these parts while in storage.
3. **Cost of Transport.** Customer is responsible for arranging transportation of vehicles and costs associated with that transportation (including, but not limited to, insuring those vehicles during shipment). This obligation shall apply to both vehicles accepted by and being delivered to Orange EV for remanufacture, as well as all finished vehicles, both new and remanufactured.
4. **Work Start.** Work to produce Customer vehicles may commence when Orange EV receives:
 - i. initial payment, generally calculated as the lesser of the net due or half of the quoted solution price before applying incentives, and
 - ii. approved vehicle at Orange EV facility (as applicable for remanufactures).Vehicle delivery dates are subject to Orange EV's production schedule and commitment at time of order.
5. **Delivery.** Completed vehicle(s) will be delivered as mutually agreed, subject to:
 - i. A 30-day grace period subject to 15-day notice by Orange EV
 - ii. Force Majeure events, including an act of God, intervention of government, war or threat of war, act of terrorism, conditions similar to war, sanction, blockade, embargo or other cause or circumstance beyond the reasonable control of Orange EV.
6. **Specification.** Vehicles will be manufactured to defined specifications provided with invoice.
7. **Vehicle Charging and Related Electrical Infrastructure.** Orange EV will work with Customer's designated electrician to define site charging and electrical requirements as well as to complete electrical and charging equipment installation in advance of vehicle delivery to site. Actual installation of both electrical infrastructure and charging station will be completed by the Customer's designated electrician. In certain instances, a certification may be required by the local jurisdiction or by Customer's policy to install the equipment. In this event, Customer will be invoiced for Orange EV to engage a 3rd party for this site certification at a rate of \$5,500 per site for enhanced cabinets or \$10,000 per site for fast charge cabinets.
8. **Battery Pack.** Beginning in the fourth year (i.e., after three complete years have elapsed) from date of vehicle delivery, Customer may exercise a one-time right per vehicle to have Orange EV install new battery packs. Total cost of all parts and labor per truck for this effort is: \$49,995 for a 180kWh/160kWh pack or \$24,950 for an 100kWh/80kWh pack.
9. **Title.** If not already held by Customer, transfer of vehicle ownership occurs upon notice to customer of completion, typically as evidenced by issuance to customer of remaining amounts due. Customer shall be responsible for any damage, not cause by the negligent or intentional act of Orange EV, which occurs to vehicle while in Orange EV's possession.
10. **Vehicle Regulation.** Customer is responsible for compliance with applicable vehicle laws, rules and regulations related to vehicle ownership and operation.
11. **Confidentiality.** The parties agree that during this transaction information may be exchanged between the parties; furthermore, such information may be confidential in nature. Therefore, the parties agree to maintain the confidential information of the other party in confidence. For the purpose of this section, confidential information shall include a party's product designs, non-public business/marketing activities and other information that a party designates as confidential.
12. **Proprietary Rights.** Customer will not reverse engineer or attempt to reverse engineer Orange EV intellectual property that is embodied in the vehicle purchased under this Agreement. Nor shall Customer permit another party access to the Vehicle Control Box, battery box or the other areas that were locked upon shipment by Orange EV, if such access is for the purpose of reverse engineering Orange EV intellectual property.
13. **Taxes.** Customer will pay to Orange EV or appropriate entity all applicable taxes, fees and other charges which are based on or measured by the sale, transportation, delivery or use of products sold or services performed by Orange EV.
14. **Late Payment.** Payment is due as specified on the invoice. If unpaid after 10 business days from delivery date, a late payment fee will be due. The late payment will be \$200 plus 15% annual percentage rate of the unpaid balance, compounded daily.

IN WITNESS WHEREOF The Parties have affixed their signatures by a duly authorized officer

Orange EV LLC:

Customer :

Print Name of Authorized Signor

Print Name of Authorized Signor

Signature

Signature

Orbaugh, Kelsey

From: TPS US Service <TPSUS.Service@bmo.com>
Sent: Friday, July 28, 2023 5:55 PM
To: Orbaugh, Kelsey
Subject: RE: ACH - Verification it cleared

Hello,

Per Fedline, this item was included in the following:

FILE ID 0427F
DEBITS 198,007,397.45
CREDITS 410,303,353.88
TRACE NUMBER [REDACTED]

At this time, we will close our case. If you should have any further questions regarding this matter, please feel free to email us at tpsus.service@bmo.com or call us at 877-895-3278.

Thank you,
Claudia Segura
Client Service Advisor
North American Client Services & Implementation
Treasury & Payment Solutions

BMO Harris Bank
320 S. Canal St.
Chicago, IL 60603
Treasury & Payment Solutions US Client Service
TPSUS.Service@bmo.com
Phone: 877-895-3278
Hours of operation: Monday – Friday 7:00AM- 6:00PM CST

From: TPS US Service
Sent: Wednesday, July 26, 2023 12:10 PM
To: 'Orbaugh, Kelsey' <Kelsey.Orbaugh@steeldynamics.com>
Subject: RE: ACH - Verification it cleared

Hello,

We have assigned case CS6382244 for the ACH fed trace. This can take up to 15 business days, sometimes sooner. We will advise once completed.

Thank you,
Claudia Segura
Client Service Advisor
North American Client Services & Implementation
Treasury & Payment Solutions

BMO Harris Bank

320 S. Canal St.
Chicago, IL 60603
Treasury & Payment Solutions US Client Service
TPSUS.Service@bmo.com
Phone: 877-895-3278
Hours of operation: Monday – Friday 7:00AM- 6:00PM CST

From: Orbaugh, Kelsey <Kelsey.Orbaugh@steeldynamics.com>
Sent: Wednesday, July 26, 2023 12:01 PM
To: TPS US Service <TPSUS.Service@bmo.com>
Subject: RE: ACH - Verification it cleared

BMO Account – [REDACTED]
Amount – 82,697.50
Beneficiary Account – [REDACTED]
Beneficiary Routing Number – [REDACTED]
Beneficiary Name – Orange EV
Total File Amount - \$3,323,718.86
Settlement Date – 4/28/2023
File Sent Date – 4/27/2023

Kelsey Orbaugh
Accounting Supervisor
317-892-7133

From: TPS US Service <TPSUS.Service@bmo.com>
Sent: Wednesday, July 26, 2023 12:58 PM
To: Orbaugh, Kelsey <Kelsey.Orbaugh@steeldynamics.com>
Subject: RE: ACH - Verification it cleared

Hello,

For all ACH Fed trace requests, please provide the full BMO Harris account number, amount, the beneficiary account number, beneficiary routing number, beneficiary name, total file amount, settlement date and file send date.

Thank you,
Claudia Segura
Client Service Advisor
North American Client Services & Implementation
Treasury & Payment Solutions

BMO Harris Bank
320 S. Canal St.
Chicago, IL 60603
Treasury & Payment Solutions US Client Service
TPSUS.Service@bmo.com
Phone: 877-895-3278
Hours of operation: Monday – Friday 7:00AM- 6:00PM CST

From: Orbaugh, Kelsey <Kelsey.Orbaugh@steeldynamics.com>
Sent: Wednesday, July 26, 2023 10:10 AM

To: TPS US Service <TPSUS.Service@bmo.com>

Subject: ACH - Verification it cleared

External Email: Use caution with links and attachments. | Courriel externe : Faites preuve de prudence en ce qui a trait aux liens et aux pièces jointes.

Can you please help provide verification that the following ACH cleared the bank? As it was part of a larger batch, we cannot see this individual transaction cleared. In the past, we received a text file that shows the entire ACH batch clearing the bank.

4/27/2023

Batch Dollar Total: 3,323,718.86

Control Total: 674

Total Checks: 159

Payment Number	EFT/Check Number	Vendor ID	Vendor Name	Document Date
V0220589	EFT000000091431	ORA0002	Orange EV	4/27/2023
Bank Account Details:				
Bank Country/Region	United States		Bank Code:	
Bank Name:	Wells Fargo		Bank Branch Code:	
Transit Routing Number:			Bank Check Digit:	
Bank Account No:				
Roll No:				
IBAN:				
Bank Branch:				
GIRO Post Type:				

Kelsey Orbaugh

Accounting Supervisor

Steel Dynamics, Inc.

Engineered Bar Products Division

8000 North County Road 225 E.

Pittsboro, Indiana 46167

Office: (317)892-7133

Fax: (317)892-7233

Orbaugh, Kelsey

From: TPS US Service <TPSUS.Service@bmo.com>
Sent: Friday, July 28, 2023 5:52 PM
To: Orbaugh, Kelsey
Subject: RE: ACH - Verification it cleared

Hello,

Per Fedline, this item was included in the following:

FILE ID: 0515H
Total Debits: 103,623,104.42
Total Credits: 103,563,850.73
Trace number: [REDACTED]

At this time, we will close our case. If you should have any further questions regarding this matter, please feel free to email us at tpsus.service@bmo.com or call us at 877-895-3278.

Thank you,
Claudia Segura
Client Service Advisor
North American Client Services & Implementation
Treasury & Payment Solutions

BMO Harris Bank
320 S. Canal St.
Chicago, IL 60603
Treasury & Payment Solutions US Client Service
TPSUS.Service@bmo.com
Phone: 877-895-3278
Hours of operation: Monday – Friday 7:00AM- 6:00PM CST

From: TPS US Service
Sent: Wednesday, July 26, 2023 12:10 PM
To: 'Orbaugh, Kelsey' <Kelsey.Orbaugh@steeldynamics.com>
Subject: RE: ACH - Verification it cleared

Hello,

We have assigned case CS6382335 for the ACH fed trace. This can take up to 15 business days, sometimes sooner. We will advise once completed.

Thank you,
Claudia Segura
Client Service Advisor
North American Client Services & Implementation
Treasury & Payment Solutions

BMO Harris Bank
320 S. Canal St.
Chicago, IL 60603
Treasury & Payment Solutions US Client Service
TPSUS.Service@bmo.com
Phone: 877-895-3278
Hours of operation: Monday – Friday 7:00AM- 6:00PM CST

From: Orbaugh, Kelsey <Kelsey.Orbaugh@steeldynamics.com>
Sent: Wednesday, July 26, 2023 12:02 PM
To: TPS US Service <TPSUS.Service@bmo.com>
Subject: RE: ACH - Verification it cleared

BMO Account – [REDACTED]
Amount – 10,165.00
Beneficiary Account – [REDACTED]
Beneficiary Routing Number – [REDACTED]
Beneficiary Name – Orange EV
Total File Amount - \$1,547,968.33
Settlement Date – 5/16/2023
File Sent Date – 5/15/2023

Kelsey Orbaugh
Accounting Supervisor
317-892-7133

From: TPS US Service <TPSUS.Service@bmo.com>
Sent: Wednesday, July 26, 2023 12:59 PM
To: Orbaugh, Kelsey <Kelsey.Orbaugh@steeldynamics.com>
Subject: RE: ACH - Verification it cleared

Hello,

For all ACH Fed trace requests, please provide the full BMO Harris account number, amount, the beneficiary account number, beneficiary routing number, beneficiary name, total file amount, settlement date and file send date.

Thank you,
Claudia Segura
Client Service Advisor
North American Client Services & Implementation
Treasury & Payment Solutions

BMO Harris Bank
320 S. Canal St.
Chicago, IL 60603
Treasury & Payment Solutions US Client Service
TPSUS.Service@bmo.com
Phone: 877-895-3278
Hours of operation: Monday – Friday 7:00AM- 6:00PM CST

From: Orbaugh, Kelsey <Kelsey.Orbaugh@steeldynamics.com>
Sent: Wednesday, July 26, 2023 10:12 AM
To: TPS US Service <TPSUS.Service@bmo.com>
Subject: ACH - Verification it cleared

External Email: Use caution with links and attachments. | Courriel externe : Faites preuve de prudence en ce qui a trait aux liens et aux pièces jointes.

Can you please help provide verification that the following ACH cleared the bank? As it was part of a larger batch, we cannot see this individual transaction cleared. In the past, we received a text file that shows the entire ACH batch clearing the bank.

5/15/2023

Batch Dollar Total: 1,547,968.33 & 1,226.54

Control Total: 370 & 2

Total Checks: 109

Payment Number	EFT/Check Number	Vendor ID	Vendor Name	Document Date	Payn
V0221289	EFT000000092058	ORA0002	Orange EV	5/15/2023	

Bank Account Details:

Bank Country/Region: United States
Bank Name: Wells Fargo
Transit Routing Number: [REDACTED]
Bank Account No: [REDACTED]
Roll No:
IBAN:
Bank Branch:
GIRO Post Type:

Bank Code:
Bank Branch Code:
Bank Check Digit:

Kelsey Orbaugh
Accounting Supervisor
Steel Dynamics, Inc.
Engineered Bar Products Division
8000 North County Road 225 E.
Pittsboro, Indiana 46167
Office: (317)892-7133
Fax: (317)892-7233

Orbaugh, Kelsey

From: TPS US Service <TPSUS.Service@bmo.com>
Sent: Friday, July 28, 2023 1:24 PM
To: Orbaugh, Kelsey
Subject: RE: ACH - Verification it cleared

Hello,

Per Fedline, this item was included in the following:

FILE ID: 0525E
Total Debits: 155,701,287.04
Total Credits: 293,130,725.95
Trace number: [REDACTED]

At this time, we will close our case. If you should have any further questions regarding this matter, please feel free to email us at tpsus.service@bmo.com or call us at 877-895-3278.

Thank you,
Claudia Segura
Client Service Advisor
North American Client Services & Implementation
Treasury & Payment Solutions

BMO Harris Bank
320 S. Canal St.
Chicago, IL 60603
Treasury & Payment Solutions US Client Service
TPSUS.Service@bmo.com
Phone: 877-895-3278
Hours of operation: Monday – Friday 7:00AM- 6:00PM CST

From: TPS US Service
Sent: Wednesday, July 26, 2023 1:36 PM
To: Orbaugh, Kelsey <Kelsey.Orbaugh@steeldynamics.com>
Subject: RE: ACH - Verification it cleared

Hello,

We have assigned case CS6384208 for the ACH fed trace. This can take up to 15 business days, sometimes sooner. We will advise once completed.

Thank you,
Claudia Segura
Client Service Advisor
North American Client Services & Implementation
Treasury & Payment Solutions

BMO Harris Bank

320 S. Canal St.

Chicago, IL 60603

Treasury & Payment Solutions US Client Service

TPSUS.Service@bmo.com

Phone: 877-895-3278

Hours of operation: Monday – Friday 7:00AM- 6:00PM CST

From: Orbaugh, Kelsey <Kelsey.Orbaugh@steeldynamics.com>

Sent: Wednesday, July 26, 2023 12:03 PM

To: TPS US Service <TPSUS.Service@bmo.com>

Subject: RE: ACH - Verification it cleared

BMO Account – [REDACTED]

Amount – 261,225.51

Beneficiary Account – [REDACTED]

Beneficiary Routing Number – [REDACTED]

Beneficiary Name – Orange EV

Total File Amount - \$4,249,328.46

Settlement Date – 5/26/2023

File Sent Date – 5/25/2023

Kelsey Orbaugh

Accounting Supervisor

317-892-7133

From: TPS US Service <TPSUS.Service@bmo.com>

Sent: Wednesday, July 26, 2023 12:59 PM

To: Orbaugh, Kelsey <Kelsey.Orbaugh@steeldynamics.com>

Subject: RE: ACH - Verification it cleared

Hello,

For all ACH Fed trace requests, please provide the full BMO Harris account number, amount, the beneficiary account number, beneficiary routing number, beneficiary name, total file amount, settlement date and file send date.

Thank you,

Claudia Segura

Client Service Advisor

North American Client Services & Implementation

Treasury & Payment Solutions

BMO Harris Bank

320 S. Canal St.

Chicago, IL 60603

Treasury & Payment Solutions US Client Service

TPSUS.Service@bmo.com

Phone: 877-895-3278

Hours of operation: Monday – Friday 7:00AM- 6:00PM CST

From: Orbaugh, Kelsey <Kelsey.Orbaugh@steeldynamics.com>
Sent: Wednesday, July 26, 2023 10:12 AM
To: TPS US Service <TPSUS.Service@bmo.com>
Subject: FW: ACH - Verification it cleared

External Email: Use caution with links and attachments. | Courriel externe : Faites preuve de prudence en ce qui a trait aux liens et aux pièces jointes.

Can you please help provide verification that the following ACH cleared the bank? As it was part of a larger batch, we cannot see this individual transaction cleared. In the past, we received a text file that shows the entire ACH batch clearing the bank.

5/25/2023
Batch Dollar Total: 4,249,328.46
Control Total: 637
Total Checks: 158

Payment Number	EFT/Check Number	Vendor ID	Vendor Name	Document Date	Pa
V0221685	EFT000000092449	ORA0002	Orange EV	5/25/2023	
Bank Account Details:					
Bank Country/Region		United States		Bank Code:	
Bank Name:		Wells Fargo		Bank Branch Code:	
Transit Routing Number:		<div></div>		Bank Check Digit:	
Bank Account No:					
Roll No:					
IBAN:					
Bank Branch:					
GIRO Post Type:					

Kelsey Orbaugh
Accounting Supervisor
Steel Dynamics, Inc.
Engineered Bar Products Division
8000 North County Road 225 E.
Pittsboro, Indiana 46167
Office: (317)892-7133
Fax: (317)892-7233



Steel Dynamics, Inc.
Engineered Bar Products Division
8000 North County Road 225 East
Pittsboro, IN 46167

Pittsboro Diesel-Powered Vehicle Replacement Project

DieselWise Indiana Grant Application

December 15, 2022

Toby Powell
Materials and Transportation Manager

317-892-7195
toby.powell@steeldynamics.com

Background

The Indiana Department of Environmental Management (IDEM) has announced the availability of grant opportunities for projects to reduce diesel emissions. Funding for these grants is made available through a combination of U.S. Diesel Emission Reduction Act (DERA) and the “DERA Option” of the national Volkswagen Mitigation Trust Program. The focus of the program is to reduce diesel emissions in terms of tons produced and public exposure. There is increasing evidence that diesel emissions have significant public health effects, particularly in urban areas. There is particular interest in implementing projects in air quality nonattainment and maintenance areas.

IDEM has been actively engaged in efforts to reduce diesel emissions throughout the state for several years. Their efforts have included regional initiatives (e.g., the Northwest Indiana Diesel Emissions Initiative) as well as working with smaller entities, such as municipalities, school districts and public transit systems. DieselWise Indiana has implemented clean diesel projects on over 2,300 vehicles across Indiana with a total investment of over \$11 million. Steel Dynamics, Inc. (SDI) believes the types of projects eligible for grant monies complement past IDEM efforts in that they provide opportunities for industry with small fleets of diesel-fueled vehicles and equipment to explore emission reduction technologies.

SDI is proposing a project to replace an existing diesel-powered vehicle with a zero emission electric-powered vehicle. SDI believes implementation of this project is a cost-effective means to achieve significant diesel emissions reductions and may help serve to promote similar replacement projects within similar industrial settings. The proposed project would be implemented at the Engineered Bar Products Division located in Pittsboro, Indiana. Pittsboro is located in Hendricks County. Hendricks County is designated as an attainment area under the fine particulate (PM_{2.5}) air quality standard and a maintenance area under the 8-hour ozone air quality standard.

Further, reducing emissions from mobile sources is becoming increasingly important, as the state and federal governments develop programs to meet more stringent standards for PM_{2.5} and ozone. The vehicle being replaced is 22 years old with over 103,000 service hours. Therefore, it is not subject to emission standards that apply to newer engines. In addition, the service life of off-road vehicles is significantly greater than for on-road vehicles causing expected emission reductions from off-road vehicles to take longer to be realized. Replacement of the diesel-powered truck with a zero emission electric-powered truck will greatly benefit air quality and would result in cleaner air sooner. This is especially important given this vehicle often operates more than 10 hours per day and in closest proximity on the facility to the local community.

Narrative Work Plan

a. Project Title

Pittsboro Diesel Vehicle Replacement Project

b. DieselWise Indiana RFP

2022 DieselWise Indiana – DERA with Volkswagen DERA Option

c. Category

Diesel Vehicle and Equipment Replacements

d. Contractor Information

Name: Steel Dynamics, Inc. – Engineered Bar Products Division
Address: 8000 North County Road 225 East
Pittsboro, IN 46167
Contact: Toby Powell, Materials and Transportation Manager
Phone Number: 317-892-7195
Fax Number: 317-892-7240
E-Mail: toby.powell@steeldynamics.com

e. Fleet Information

Vehicle to be Replaced	Ottawa SDI #33
Manufacturer/Model	Ottawa 30 - 75699
Model Year	November 1997
Engine Model	6BT
Engine Serial Number	60299318
Current Mileage/Hours	103,000
Estimated Remaining Service Life (Years)	2 Years
Estimated Monthly Operating Hours	300
Estimated Monthly Idling Time (Hours)	85% of 300
Estimated Monthly Use (Hours)	15% of 300
Estimated Monthly Fuel Consumption (Gallons)	700

f. Funding Requested

SDI is requesting funding in the amount of \$195,000

g. Total Project Cost

\$381,609

h. Project Period

- Order equipment
 - **March 1, 2023**
- Delivery of equipment
 - **September 15, 2023**
- Scrapping of Diesel-Powered Vehicle
 - **October 15, 2023**
- Assemble documentation and submit report
 - **November 20, 2023**

i. Project Description

- (i) A detailed project summary, description of specific actions and methods to be undertaken and the estimated timeline for each project.

Summary

SDI is proposing to replace one (1) diesel-powered terminal truck with a zero emission electric-powered terminal truck. The terminal truck is used to move steel bars within the plant site at the Pittsboro Mill. The expected outcomes of this project include:

- Reduction in diesel emission;
- Reduction in fuel usage; and
- Reduction in engine oil consumption.

SDI believes implementation of this project is a cost-effective means to achieve significant diesel emissions reductions and may help serve to promote similar replacement projects within similar industrial settings. We anticipate lower operating costs (fuel and engine oil savings) with a cost-effective reduction in diesel emissions from a regulatory standpoint. While not a primary objective, we believe the project will also benefit the environment by reducing noise from diesel engines.

Description of Specific Actions and Methods to be Undertaken

SDI is proposing to replace an existing diesel-powered terminal truck with a zero emission electric-powered terminal truck. The electric-powered terminal truck will be equipped a Lithium Ion battery pack that will be charged/recharged at an Offboard Charging Station. This technology is in use in a variety of consumer, commercial and industrial applications.

A detailed description of the electric-powered terminal truck is included in Attachment A.

Estimated Timeline

The project timeline, as described above, is expected to take 6 to 9 months to complete, March through November 2023. A final report documenting completion of the project would be submitted no later than November 20, 2023.

- (ii) An explanation as to how the project benefits air quality for the citizens of Indiana.

This project will benefit air quality by eliminating diesel emissions from removing one (1) diesel-powered terminal truck from the service fleet. This will eliminate approximately 3,600 hours of diesel engine operation which in turn will reduce fuel consumption by approximately 8,400 gallons. The vehicle being replaced was manufactured in 1997. It was originally equipped with a Cummins Model BTA-5.9 T1 diesel engine. The engine was replaced with a remanufactured Cummins Model 6BT diesel engine (S/N 60299318) in June 2000. The replacement engine did not include any emission equipment modifications or upgrades and, thus, the vehicle remained configured for compliance with Tier 1 diesel engine standards. Multiple studies (cite) have found that the performance of diesel emission control systems are highly dependent on the duty cycle. In duty cycles with significant idling, low speeds or low loads, diesel engine temperatures do not reach levels required for effective emission control function. Given that the terminal trucks in use at the Pittsboro Mill travel at low speeds with frequent starts and stops, and may experience significant idle times, emissions may be even higher than estimated.

SDI's Pittsboro Mill is located within the Town of Pittsboro and the terminal truck usage area is within 2,500 feet of nearby residents and 3,500 feet of the local elementary school. Therefore, the emission reductions associated with this project are expected to benefit the nearby community.

Note – Baseline emissions were calculated using emission factors from U.S. EPA, Office of Transportation and Air Quality, EPA-420-B-16-022, March 2016), Nonroad Compression-Ignition Engines: Exhaust Emission Standards.

Estimated baseline emissions are as follows:

Engine Standard	CO TPY	NO_x TPY	HC TPY	NMHC+NO_x TPY	PM TPY	Total TPY
Tier 1	70.4	57.2	8.3	-	3.3	139.2
Tier 3	29.0	-	-	33.1	0.2	62.3

While the original engine (1997) and remanufactured engine (2000) were configured for compliance with Tier 1 compliance; baseline calculations were provided for both Tier 1 and Tier 3 for comparison purposes. As indicated previously, the duty cycle of terminal trucks is such that actual emissions would be estimated to be higher than the applicable engine standard.

This project did not evaluate or consider the reduction of SO₂, toxics emissions, CO₂ or CO₂ equivalents.

- (iii) A plan for tracking and measuring the progress toward achieving the expected anticipated outcomes identified in Section I (C) of the grant announcement.

The expected outcomes of this project include:

- Reduction in diesel emissions;
- Reduction in fuel usage; and
- Reduction in engine oil consumption.

All three outcomes will be realized upon placing the electric-powered terminal truck in service.

- (iv) An explanation of how project success will be evaluated.

Success will be measured by:

1. Replacement of vehicle;
2. Documentation that the old vehicle has been scrapped; and
3. Documented reduction in diesel fuel usage by terminal trucks.

- (v) A detailed summary describing the physical location (s) where diesel equipment operation occurs (i.e. place of business, warehouse(s), truck routes, etc.) and the hours per month operation occurs.

The terminal truck operates on the SDI property located in Pittsboro, Indiana. During an average month (30 days), it typically operates 300 hours.

A layout of the SDI – Pittsboro Mill is provided in Attachment B.

(vi) A description of the roles of the contractor and partners, if any

SDI will serve as the primary contractor for this grant proposal. SDI's responsibilities will include project design, project management, implementation, tracking, and reporting.

Orange EV, Ottawa/Kalmar, or a similar manufacturer, will manufacture and provide for sale to SDI the new zero emission electric-powered terminal truck.

(vii) Contact information for all key personnel

Toby Powell, Materials and Transportation Manager, 317-892-7195
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(viii) To the extent not covered above, information to address the evaluation criteria listed in Section V.

Additional Information Related to Evaluation Criteria

- As a prior recipient of DieselWise grant funding, SDI has demonstrated a long-term commitment to projects upgrading and/or replacing diesel-powered equipment to reduce emissions and improve air quality.
- SDI hopes to use this zero emission electric-powered terminal truck as a template for further transition to cleaner, alternative powered vehicles at the Pittsboro Mill and an example for similar facilities.
- SDI is an Indiana owned and operated business enterprise.

(ix) A detailed itemized budget specifying project costs that will be incurred by the applicant (to include DieselWise Indiana funds as well as cost-share and in-kind).

SDI is requesting a grant to cover 65% of the project cost. SDI would provide the 35% match through cost-share and in-kind funding, including project design, project management, implementation, tracking and reporting. SDI has already committed resources to this project by developing the project scope and assessing candidate vehicles for replacement.

Item	Total Cost	SDI Cost Share/In-Kind	DieselWise Indiana Funds
Grant Application Preparation	\$3,000	\$3,000	0
<i>24 hours x \$100 hour</i>			
Equipment	\$332,345.00		
Indiana Sales tax	\$23,264.15		
Equipment Total	\$355,609.15	\$88,902	\$266,707
Charging Station Installation	\$22,000	\$22,000	0
Recordkeeping and Reporting			
8hours x \$100/hr	\$1,000	\$1,000	0
Total	\$381,609.15	\$186,609	\$195,000
Total % Allocated		48.9%	51.1%

x. Description of Vehicle to be Improved (Replaced)

Ottawa Model 30 equipped with a Cummins Model B6-5.9 T1 diesel-powered engine, model year November 1997, 103,000 service hours. The terminal truck is used to move steel bars within the plant site at the Pittsboro Mill.