

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 NO_x 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.]**

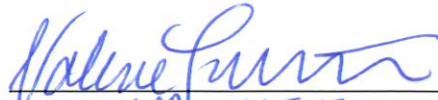
CERTIFICATIONS

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: 9/2/2025


[NAME] VALERIE TRACHTURS
[TITLE] DEPUTY GENERAL COUNSEL
Indiana Department of Environmental Management

[LEAD AGENCY]

for
State of Indiana
[BENEFICIARY]

Appendix D-4 Summary Details

Eligible Mitigation Action Type:

Category 1: Class 8 Local Freight Trucks

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 purpose of purchase, installation, operation and maintenance of one (1) 2024 model-year, or newer, U.S. EPA emission compliant all electric-powered terminal tractor that will REPLACE one (1) of the Grantee's model year 1992-2009 existing diesel-powered terminal tractors that will be used for the same purpose. The replacement vehicles will be located and primarily operated in Indianapolis, Indiana.

All electric-powered terminal tractors 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 1.260 tons of nitrogen oxides (NOx) and 0.150 tons of fine particulate matter (PM2.5).

Estimate of Anticipated NOx Reductions (5.2.3):

Over the lifetime of these terminal tractors, U.S. EPA's DEQ model estimates this project will result in a NOx reduction of 1.260 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 64% of the total project cost while the Grantee and/or other programs covers the remaining 36%.

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 5 - Onroad and Nonroad funding opportunity via online Request for Proposals (RFP)	February 16, 2024
Deadline for Round 5 – Onroad and Nonroad program applications	April 30, 2024
Indiana notifies applicants of award decisions	June 18, 2024
Funding Agreement between Indiana and Grantee is fully executed	September 23, 2024
Grantee project implementation	September 23, 2024 to September 30, 2025

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	September 5, 2025
Indiana coordinates with Trustee on any questions or issues that arise related to the submitted Appendix D-4	September 5, 2025 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
<p>Task A</p> <p>The purchase, installation, operation and maintenance of one (1) 2024 model-year, or newer, U.S. EPA emission compliant gas all electric-powered terminal tractor that will REPLACE one (1) of the Grantee's model year 1992-2009 existing diesel-powered terminal tractors that will be used for the same purpose. The replacement vehicles will be located and primarily operated in Indianapolis, Indiana.</p>	\$235,768.03	\$132,619.51	\$368,387.54

Percentage	64%	36%	100%
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State of Indiana Total Trust Allocation:

1) State of Indiana's Total Trust Allocation	\$45,953,516.04
2) Obligated Awards from Previous D-4 Submittals	\$32,910,419.39
3) State of Indiana's Net Remaining Allocation Prior to this D-4 Submittal	\$13,043,096.65
4) Current D-4 Funding Request Total	\$235,768.03
5) State of Indiana's Remaining Allocation After this D-4 Submittal	\$12,807,328.62

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 5 years (2021 to 2025)	\$6,140,382.09	\$2,046,794.03
To Admin (3%) over 5 years (2020 to 2025)	\$1,228,076.42	\$307,019.11
To EMAs (82%) over 5 years (2020 to 2025)	\$33,567,422.08	\$11,189,140.69

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Projected Trust Allocations:

	2020	2021	2022	2023	2024	2025 (4/30/2025+)
1) Anticipated Annual Project Funding Request to be paid through the Trust	\$3,996,653.40	\$4,841,603.20	\$5,174,086.48	\$7,563,755.37	\$15,000,000.00	\$13,948,221.89
2) Anticipated Annual Cost Share (Administrative Costs)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3) Anticipated Total Project Funding by Year (Line 1 + Line 2)	\$3,996,653.40	\$4,841,603.20	\$5,174,086.48	\$7,563,755.37	\$15,000,000.00	\$13,948,221.89
4) Cumulative Trustee Payments Made to Date Against Cumulative Approved Beneficiary Allocation	\$3,895,454.40	\$4,710,898.20	\$5,165,086.48	\$7,494,846.85	\$5,817,947.20	\$905,125.24
5) Current Beneficiary Project Funding to be paid through the Trust (Line 1)	\$101,199.00	\$130,705.00	\$9,000.00	\$68,908.52	\$424,000.00	\$235,768.03
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	\$7,563,755.37	\$6,241,947.20	\$1,140,893.27

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	\$19,359,782.14	\$13,948,221.89
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	\$19,359,782.14	\$13,117,834.94	\$12,807,328.62

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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:

Sales / Invoices

Page 1/1
Sales / Invoices SALE5000000001000
Date 4/30/2025

Augusta Equipment Leasing

Indiana Department of Environmental Management

Attn: Shawn M. Seals

Customer:

Office of Air Quality -Mail Code 61-50
100 N Senate Ave
Indianapolis, IN 46204-2251

Purchase Order	Customer ID	Salesperson ID	Shipping Method	Payment Terms ID
	IDEM001			NET 30
Description: IN VW Settlement Round 5-015				Amount \$235,768.03

Subtotal \$235,768.03
Total Due \$235,768.03

Comments:

Total Amount Paid: \$368,387.54 for one EV Terminal Tractor
Grant Request: \$235,768.03
Cost Share: \$132,619.51

Bank: Huntington National Bank

ABA/Routing Number:

SWIFT:

Account Number:

Bank Phone #:

614-480-4293

Name on Account:

Bank Address:

Gateway Industrial Power, Inc. dba
Gateway Truck & Refrigeration



921 Fournie Lane
Collinsville, IL 62234
618-345-0123 – Phone
618-531-6604 – Fax

4836 Broadway Street
Mount Vernon, IL 62864
618-242-4138 – Phone
618-242-8420 – Fax

14000 Veterans Memorial Highway
Wright City, MO 63390
636-745-2131 – Phone
636-745-2181 – Fax

4664 Crossroads Industrial Drive
Bridgeton, MO 63044
314-291-5333 – Phone
314-291-4646 - Fax

Date 1/08/2025

Primary Contact Dean Bowan

PO #

Purchaser Name Venture Logistics

Purchaser Street Address 1101 Harding Court

City Indianapolis

State IN

County

Zip 46217

Telephone Numbers – Business 800-337-3607

Cell

Fax

Title To Augusta Equipment Leasing, LLC

Street Address 1101 Harding Court

City Indianapolis

State IN

County

Zip 46217

Lien / Draft To

Quantity 1		Year 2024		Make TICO		Model Pro-Spotter EV		Type Yard Spotter	
New x		Used		Mileage N/A		Color White			
Serial Number 1T9TSA81RR825086						Stock Number 12885			
DISCLAIMER OF WARRANTIES						DISCLAIMER OF COMMITMENT			
ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR A SUPPLIER ARE THEIRS, NOT DEALER'S AND THE MANUFACTURER OR SUPPLIER SHALL BE SOLELY LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW AND SUBJECT TO SUCH LAW, AND EXCEPT TO THE EXTENT OF ANY MANUFACTURER'S OR SUPPLIER'S WARRANTIES. THE VEHICLE DESCRIBED ON THIS PURCHASE ORDER IS BEING SOLD BY DEALER AS IS, WHERE IS, AND WITH ALL FAULTS, EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW AND SUBJECT TO SUCH LAW, DEALER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMED NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY OBLIGATION WITH RESPECT TO THE VEHICLE AFTER ITS DELIVERY TO PURCHASER WHETHER BASED ON CONTRACT, NEGLIGENCE, STRICT TORT OR OTHERWISE, WITHOUT LIMITING THE FOREGOING IN THE CASE OF A USED VEHICLE, DEALER MAKES NO WARRANTY OR REPRESENTATION AS TO THE ACCURACY OF THE ODOMETER READING, EITHER EXPRESS OR IMPLIED, EXCEPT THAT SAID ODOMETER READING HAS NOT BEEN ALTERD BY DEALER, AND DEALER HAS NO KNOWLEDGE THAT IS WAS ALTERED OR DISCONNECTED PRIOR TO THE TIME THE VEHICLE CAME INTO DEALER'S POSSESSION. PURCHASER UNDERSTANDS THAT DEALER HAS NO CONTROL OVER WHAT MAY HAVE BEEN DONE TO THE ODOMETER BY PREVIOUS OWNERS AND THAT DEALER HAS NO WAY TO ASCERTAIN THE CORRECTNESS OF THE ODOMETER READING. DEALER SHALL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR SPECIAL OR CONSEQUENTIAL DAMAGES SUCH AS, BUT NOT LIMITED TO, DAMAGES FOR PERSONAL INJURY, LOSS OF USE OF THE VEHICLE, DAMAGE OR LOSS OF OTHER PROPERTY, LOSS OF PROFITS OR REVENUE, LOSS OF TIME AND INCONVENIENCE AND ANY COMMERCIAL LOSS. DEALER'S EMPLOYEES' ORAL STATEMENTS DO NOT CONSTITUTE WARRANTIES, SHALL NOT BE RELIED UPON BY THE PURCHASER AND ARE NOT PART OF THIS PURCHASE ORDER.						THE DEPOSIT LISTED ON THE FACE OF THIS PURCHASE ORDER IS NON-REFUNDABLE. PURCHASER SHALL PAY THE BALANCE OF THE PURCHASE PRICE WITHIN THIRTY DAYS AFTER THE DATE THE VEHICLE IS MADE AVAILABLE TO PURCHASER FOR PICK UP OR DELIVERY, AS APPLICABLE (SUCH DATE, THE "VEHICLE AVAILABILITY DATE"). IF ANY AMOUNT DUE IS NOT PAID WITHIN THIRTY DAYS OF THE VEHICLE DELIVERY DATE, INTEREST SHALL ACCRUE ON SUCH PAST DUE AMOUNT AS THE LESSER OF PRIME +1% PER MONTH OR THE HIGHEST RATE PERMISSIBLE UNDER APPLICABLE LAW UNTIL ALL SUCH AMOUNTS ARE PAID IN FULL. PURCHASER SHALL ALSO REIMBURSE DEALER FOR ALL DOCUMENTED COSTS AND EXPENSES INCURRED BY DEALER IN COLLECTING ANY LATE PAYMENTS AFTER THE VEHICLE DELIVERY DATE, INCLUDING REASONABLE ATTORNEYS' FEES AND COURT COSTS.			
						NOTES			
						MISCELLANEOUS: Heliox 50W DC Fast			
						Charger (single port CCS1)			

ADDITIONAL EQUIPMENT AUTHORIZATION

I, (WE) THE UNDERSIGNED, HAVE SPECIFICALLY INSTRUCTED DEALER TO MAKE THE FOLLOWING MODIFICATIONS OR ADD THE FOLLOWING EQUIPMENT TO THE ABOVE DESCRIBED VEHICLE AS FOLLOWS:

QTY	DESCRIPTION	SERIAL #
-----	-------------	----------

AND I (WE) HEREBY AGREE TO HOLD HARMLESS DEALER FROM ANY CLAIMS ARISING OUT OF, OR AS A RESULT OF SAID MODIFICATIONS OR INSTALLATION OF EQUIPMENT.

ACCEPTED BY _____ PURCHASER

TRADE-IN INFORMATION		
YEAR	MAKE	MODEL
SERIAL #		MILEAGE
BALANCE OWED TO:		

QUANTITY	1
UNIT PRICE PER TRUCK	316,000.00
FEDERAL EXCISE / LUXURY TAX	
MISCELLANEOUS	52,387.54
TOTAL SELLING PRICE	
DEPOSIT WITH ORDER	
DOWN PAYMENT	
TRADE-IN ALLOWANCE	
PAY OFF AMOUNT DUE	
CASH BALANCE DUE ON DELIVERY	368,387.54

I hereby agree to purchase the above described vehicle under the terms and conditions on both the face and reverse side, that this Order cancels and supersedes any prior agreement and, as of the above date, comprises the entire agreement relating to this sale, and that this Order shall not become binding until accepted by Dealer or its authorized representative. I understand that there are no warranties, expressed or implied, on this sale except as may be specifically provided for in writing or except as may be specifically required by applicable law. Furthermore, I agree that I am not relying on Dealer's skill or judgment to select or furnish a vehicle suitable for any particular purpose and understand that there are no implied warranties including warranties or merchantability and fitness for use, except as may be specifically required by applicable law.

SEE BACK FOR ADDITIONAL AGREEMENTS

Mike Byrd

1/08/2025

Signed _____

Purchaser

Salesperson

Date

Approved

THIS ORDER IS NOT VALID UNLESS SIGNED AND ACCEPTED BY DEALER

Title _____

Date _____

CONTINUATION OF TERMS AND CONDITIONS CONSTITUTING A PART OF PURCHASE ORDER

DEFINITIONS. As used in this Purchase Order (“order”) the terms (a) “Dealer” shall mean Gateway Industrial Power, Inc., to whom this Order Is addressed and who shall become a part hereby by its acceptance hereof, (b) “Purchaser” or “Buyer” shall mean the party executing this Order as such on the face hereof.

PROVISIONS APPLICABLE ON SALES OF NEW VEHICLE

1. PRICE REVISION: In the event the price to Dealer of the series and body type ordered by Purchaser is changed by the manufacturer prior to delivery to Purchaser of the vehicle ordered by Purchaser, Dealer has the right, to the extent allowed by applicable law, to accordingly adjust the cash delivered price to Purchaser.
2. DESIGN CHANGES: The manufacturer has reserved the right to change the design of any new truck, chassis, accessories or parts thereof at any time without notice and without obligation to make the same or any similar change upon any truck, chassis, accessories or parts thereof previously purchased by or shipped to Dealer or being manufactured or sold in accordance with Dealer’s orders. Correspondingly, in the event of any such change by manufacturer, Dealer shall have no obligation to Purchaser to make the same or any similar change in any truck chassis, accessories or parts thereof covered by this Order either before or subsequent to delivery thereof to Purchaser.

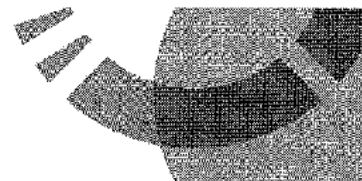
PROVISIONS APPLICABLE ON SALES OF ALL VEHICLES

3. NO PRINCIPAL AGENT RELATIONSHIP: It is understood that there is no relationship of principal and agent between Dealer and manufacturer and that Dealer is not authorized to act, or attempt to act, or represent itself, directly or by implication, as agent of the manufacturer, or in any manner assume or create, or attempt to assume or create, any obligation on behalf of or in the name of the manufacturer.
4. NOTIFY DEALER WITHIN 20 DAYS: Purchaser shall give notice of Dealer if any vehicle delivered does not conform to the specifications set forth in his Order within twenty (20) days of the time he discovers or should have discovered such nonconformance or Purchaser shall be barred from any remedy for such nonconformance. Purchaser shall thereafter return the vehicle to Dealer, or anyone designated by Dealer, within twenty (20) days after the notice of nonconformance to allow Dealer the opportunity to cure such nonconformance or Purchaser be barred from any remedy for such nonconformance.
5. REAPPRAISAL OF TRADED IN VEHICLE: If a vehicle has been traded in as a part of the consideration for the vehicle ordered by Purchaser hereunder and such vehicle is not delivered to Dealer until delivery to purchase of the vehicle purchased by Purchaser, such traded in vehicle shall be reappraised at the time and such reappraisal value shall; to the extent allowed by applicable law, determine the allowance made for such vehicle.
6. PURCHASER’S WARRANTY OF TITLE: Purchaser warrants that the traded is vehicle is his property free and clear of all liens and encumbrances (except as otherwise noted on the front of this Order) and that he will deliver possession of much vehicle and a certificate of title (property endorsed for transfer) thereto promptly.
7. LEGAL DELIVERY: Delivery of the vehicle ordered by Purchaser hereunder shall occur upon Dealer’s physical delivery of the vehicle to Purchaser at Dealer’s lot. Title and risk of loss of or damage to such vehicle shall transfer to Purchaser immediately upon delivery as set forth in this paragraph “7”.
8. NO CANCELLATION; FAILURE OR REFUSAL TO ACCEPT DELIVERY: Purchaser may not cancel or modify this Order and Purchaser shall pay to Dealer, on demand, all Dealer’s Losses resulting from any attempted cancellation or modification of this Order or from Purchaser’s failure or refusal to accept delivery. Losses means all losses cost, claims, liabilities, damages, lawsuits, deficiencies, demands and expenses (whether or not arising out of third-party claims), including without limitation interest, penalties, costs of litigation, lost profits, attorneys’ fees, and all amounts paid in the investigation, defense or settlement of any of the foregoing. In addition to all other rights Dealer may have at law or in equity and because Losses may be difficult to ascertain. Dealer shall have the right, upon failure or refusal of Purchaser to accept delivery of the vehicle ordered and to comply with the terms of this Order, to retain as liquidated damages any cash deposit made by Purchaser, and, in the event a vehicle has been traded in as a part of the consideration for the vehicle ordered by Purchaser hereunder to sell such traded in vehicle and reimburse itself out of the proceeds of such sale for such expenses and losses as Dealer my incur or suffer as a result of such failure or refusal by Purchaser.
9. FAILURE OR DELAY OF DELIVERY; REFERRAL FEES: Dealer shall not be liable for failure to deliver or delay in delivery of the vehicle, accessories, or other parts thereof covered by this Order where such failure or delay is due, in whole or in part, to any cause other than the negligence of Dealer. Dealer shall not be liable for delays in performance or for non-performance due to acts of God, war, terrorist attack, riot, fire, labor trouble, unavailability of material’s, explosion, accident, compliance with governmental requests, laws, regulations, orders, or actions or unforeseen circumstances or causes beyond Dealer’s control. Dealer may pay referral fees in connection with the sale.
10. SIX MONTHS RULE/FEDERAL EXCISE TAXES: If an owner of a taxable truck or tractor installs or has installed any part or accessory on the vehicle, and such installation occurs within six months after the date the vehicle is first place in service, 12% Federal excise tax will be imposed on the price of the parts and accessories, including labor, as installed. Federal Excise Tax does not apply if the part is a replacement, repair part, or if the aggregate price of all parts and accessories including installation does not exceed \$1000.00.
11. STATE SALES/PERSONAL PROPERTY TAXES: Purchaser shall be solely responsible for the payment of all state-sales and personal property taxes in connection with Purchaser’s purchase of the vehicle ordered by Purchaser hereunder.
12. NO RELIANCE ON ODOMETER READING: Before purchasing this vehicle, Purchaser had the option of a physical inspection. Purchaser did not rely in any way on the odometer reading of the vehicle as a condition of, or subject of, this purchase, and Purchaser agrees that no representations have been made by Dealer concerning mileage.
13. OVERRIDING PROVISIONS FOR CERTAIN USED VEHICLES: Only with respect to used vehicles with a gross vehicle weight of less than 8,500 pounds, a curb weight of less than 6,000 pounds, and a frontal area of less than 46 square feet, the information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in this Order.
14. ENTIRE AGREEMENT: This Order supersedes all prior negotiations among Dealer and Purchaser and contains the entire understanding among them with respect to the vehicle described on the reverse side of this order.
15. GOVERNING LAW AND JURISDICTION: This order and the terms and conditions hereunder shall be governed in all respects, including as to validity, interpretation and effect, by the internal laws of the State of Illinois, without giving effect to the conflict of laws rules thereof in the extent that the application of the law of another jurisdiction would be required thereby. Purchaser consents to thee jurisdiction of the state and federal courts located in the State of Illinois in connection with any controversy related to this Order, waives any argument that venue in any such forum ins not convenient and agrees that any litigation in connection with this Order shall be venued is either the Circuit Court of Madison County, Illinois, or the United States District Court, Southern District of Illinois.
16. EVENTS OF DEFAULT: Purchaser shall reimburse Dealer for all attorney fees and court costs incurred by Dealer in connection with enforcing this Order and in connection with any event of default by Purchaser hereunder. Any of the following shall constitute an “event of default” and any “event of default” shall enable Dealer, at its option, to cancel any unexecuted portion of this Order or to exercise any right or remedy which it may have by law: (a) the failure of Purchaser to perform any term or condition contained herein or in any other agreement or under the Dealer, (b) an event of default under the terms of any other agreement or order between Purchaser and Dealer, (c) the insolvency of Purchaser or its failure to pay debts as they mature, an assignment by Purchaser for benefit of its creditors, the appointment of receiver for Purchaser or for the good covered by this order or the filing of any petition to adjudicate Purchaser bankrupt, (d) the dissolution or termination of existence of Purchaser, (e) a failure by Purchaser to provide adequate assurance of performance within ten (10) days after a justified demand by Dealer or, (f) if Dealer, in good faith, believes that Purchaser’s prospect of performance under this Order is impaired. All rights and remedies of Dealer herein are in addition to, and shall not exclude, any rights or remedies that Dealer may have by law.
17. FINANCING: Purchaser expressly agrees that its payment obligations hereunder are not subject to any condition or contingency with respect to financing Purchaser represents that (i) it has received and delivered to Dealer a copy of the commitment of a financial institution or financing agency (“Lender”) to finance certain amounts due from Purchaser under this Order (the “Financing”) and (ii) the aggregate proceeds of the Financing, together with cash available to Buyer, will be sufficient to pay all amounts due hereunder and (iii) that Purchaser shall, if necessary to fund its obligations hereunder, execute and deliver to Lender such documents and instruments as may be necessary to cause the Financing to occur.

PURCHASER INITIALS _____

DATE _____

CommercePayments™



Incoming Wire Transfer Notification

Amount:	\$260,225.81	As Of Date:	02/21/2025
ABA:	[REDACTED]	Customer Reference:	[REDACTED]
Account Number:	[REDACTED]	Bank Reference:	[REDACTED]
Account Name:	Operating Account		

Type Code:	12:42 CT
Sub Type Code:	10
Sending ABA:	00
Sender Short Name:	044000024
Sender Reference:	HUNT COL
Receiving ABA:	[REDACTED]
Receiver Short Name:	COMM BK
Business Code:	CTP
Beneficiary ID Code:	[REDACTED]
Beneficiary Account:	[REDACTED]
Beneficiary Name:	GATEWAY INDUSTRIAL POWER
Beneficiary Address:	921 FOURNIE LANE COLLINSVILLE, IL US 62234 378513 10010725
Reference for Bene:	D
Originator Account ID Code:	*****3984
Originator Account:	VENTURE TRANSPORTATION PARTNERS LLC
Originator Name:	1101 HARDING CT
Originator Address:	INDIANAPOLIS, IN 46217 EV SPOTTER LESS TEST WIRE
Originator to Beneficiary Info:	[REDACTED]
IMAD:	
OMAD:	

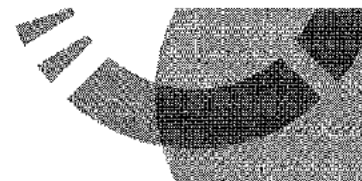
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Commerce Payments™



Incoming Wire Transfer Notification

Amount:	\$5.69	As Of Date:	02/21/2025
ABA:	[REDACTED]	Customer Reference:	[REDACTED]
Account Number:	[REDACTED]	Bank Reference:	[REDACTED]
Account Name:	Operating Account		

Type Code:	12:03 CT
Sub Type Code:	10
Sending ABA:	[REDACTED]
Sender Short Name:	HUNT COL
Sender Reference:	[REDACTED]
Receiving ABA:	[REDACTED]
Receiver Short Name:	COMM BK
Business Code:	CTP
Beneficiary ID Code:	[REDACTED]
Beneficiary Account:	[REDACTED]
Beneficiary Name:	GATEWAY INDUSTRIAL POWER
Beneficiary Address:	921 FOURNIE LANE COLLINSVILLE, IL US 62234
Reference for Bone:	[REDACTED]
Originator Account ID Code:	[REDACTED]
Originator Account:	[REDACTED]
Originator Name:	VENTURE TRANSPORTATION PARTNERS LLC
Originator Address:	1101 HARDING CT INDIANAPOLIS, IN 46217
Originator to Beneficiary Info:	TEST WIRE
IMAD:	[REDACTED]
OMAD:	[REDACTED]

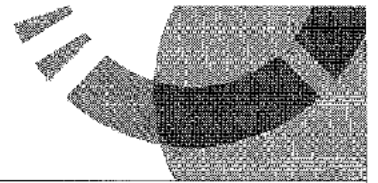
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Incoming Wire Transfer Notification

Amount:	\$108,156.04	As Of Date:	02/27/2025
ABA:	[REDACTED]	Customer Reference:	[REDACTED]
Account Number:	[REDACTED]	Bank Reference:	[REDACTED]
Account Name:	Operating Account		

Type Code:	08:38 CT
Sub Type Code:	10
Sending ABA:	[REDACTED]
Sender Short Name:	HUNT COL
Sender Reference:	[REDACTED]
Receiving ABA:	[REDACTED]
Receiver Short Name:	COMM BK
Business Code:	CTP
Beneficiary ID Code:	[REDACTED]
Beneficiary Account:	[REDACTED]
Beneficiary Name:	GATEWAY INDUSTRIAL POWER INC
Beneficiary Address:	US
Reference for Bene:	LC-AUGUSTA EQPT
Originator Account ID Code:	[REDACTED]
Originator Account:	[REDACTED]
Originator Name:	HNB EQUIPMENT FINANCE
Originator Address:	105 EAST 4TH STREET, CN01 CINCINNATI OHIO 45202
Originator to Beneficiary Info:	BILL OF SALE FOR 1T9TSVA81RR825086 AUGUSTA EQPT LEASING 11575-063
IMAD:	[REDACTED]
OMAD:	[REDACTED]

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GATEWAY INDUSTRIAL POWER INC.
DBA GATEWAY TRUCK & REFRIGERATION
14000 Veterans Memorial Parkway
Wright City, MO 63390
(636) 745-2131

BILL OF SALE

CUSTOMER:

DATE: January 21, 2025


Augusta Equipment Leasing, LLC
1101 Harding Ct
Indianapolis, IN 46217

STOCK #	YEAR	MAKE	MODEL	VEHICLE ID #	PRICE
12885	2024	Tico	EV Pro-Spotter	1T9TSVA81RR825086	\$368,387.54

SELLING PRICE: \$ 368,387.54
SALES TAX: \$ MC 394445
DOWN PAYMENT: \$(260,231.50)
UNPAID BALANCED: \$ 108,156.04

Down Payment
PAID
2/21/25

Lienholder:
The Huntington National Bank
11100 Wayzata Blvd, Ste 700
Minnetonka, MN 55305



Denise Bartling, Finance Manager
GATEWAY INDUSTRIAL POWER

CUSTOMER SIGNATURE

***The VIN as it appears on this Bill of Sale is the same VIN that is on the title/MSO.**