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Grant Agreement No. _____

PORT OF LOS ANGELES
PETERBILT ZE-25 DRAY EXPANSION PROJECT
GRANT AGREEMENT

This Grant Agreement ("Agreement") is entered into between the City of Los Angeles, a municipal corporation ("City" or "Harbor Department"), acting by and through its Board of Harbor Commissioners ("Board") and MLI LEASING, LLC, a California corporation ("Grantee").

RECITALS

A. The Clean Truck Program (CTP), one of the key components of the Clean Air Action Plan (CAAP), focuses on improving air quality in the ports of Los Angeles and Long Beach (Ports) by incentivizing the industry to replace older heavy-duty drayage trucks with lower emission heavy-duty drayage trucks. On November 2, 2017, the Ports adopted the 2017 CAAP Update, which includes further advancing the CTP to help the industry phase out older trucks and transition to the CAAP goal of 100% ZE drayage trucks by 2035, which became a proposed state law requirement in the CARB Advanced Clean Fleet rulemaking process.

B. On November 4, 2021, the Board adopted a tariff setting a Clean Truck Fund Rate (CTF Rate) of $10/TEU to be charged on containerized cargo moved by truck at Harbor Department terminals with Rate exemptions for cargo moved by zero emissions trucks and low NOx trucks, as defined therein. The Board action included Resolution No. 21-7318, which approved CTF Spending Plan priorities of 100% funding for zero emission trucks and related infrastructure.

C. On November 23, 2021, the City published a Request for Proposals ("RFP") for the Zero Emission Drayage Truck Pilot Program Project ("Project"). After an evaluation of competitive proposals, Grantee was selected for a $ 3,000,000 million grant award to deploy Drayage Zero emission trucks, and to be responsible to deliver the PETERBILT ZE-25 Dray Expansion Project (ZEDEP) Project deliverables for such trucks.

D. The $3,000,000 million grant award under the Zero Emission Drayage Truck Pilot Program Project will fund a portion of Grantee's expenditures to purchase zero emissions trucks from an Original Equipment Manufacturer ("OEM") partner (PETERBILT MOTORS COMPANY) to be operated by Grantee, providing port cargo drayage services at the Port of Los Angeles and the Port of Long Beach ("Ports") and , providing required Project fueling infrastructure, and reporting to City various reports regarding the Project demonstration performance and experience.

E. Grantee has entered into a Port of Los Angeles Concession Agreement ("Concession Agreement"), and is a Concessionaire in good standing thereunder.

TRANSMITTAL 2

NOW, THEREFORE, In consideration of their mutual promises, covenants, conditions, and the funds awarded under this Agreement, the parties agree as follows:

1. ADDITIONAL DEFINITIONS

In addition to the definitions set forth in the above Preamble and Recitals, the following terms have the following meanings:

"Concession Agreement" means the Port of Los Angeles Concession Agreement and any other successor agreement between Grantee and the City containing the terms and conditions of Grantee's access to the Harbor Department's terminals for delivery of drayage services under the Clean Trucks Program.

"Drayage Service" means transporting containers and/or other cargo to or from marine terminals located in the San Pedro Bay Ports, with the requirement of this Agreement that at least fifty percent (50%) of Grant Vehicle trips must be to or from the Port of Los Angeles.

"Drayage Truck" means an in-use On-Road Vehicle with a Gross Vehicle Weight Rating greater than 33,000 pounds (Class 8) that pulls a trailer or chassis used for transporting cargo, operating on or transiting through Port Property for the purpose of loading, unloading or transporting cargo, empty containers or chassis.

"Eligible Grant Vehicle" means a Zero Emission Truck purchased from Peterbilt Motors Company Trucks North America.

"Grant" means monies conferred upon Grantee by the Los Angeles Harbor Department for the purchase of zero emissions heavy-duty trucks.

"Grant Vehicle" means the specific vehicle(s) approved by the City for a Grant, listed in Exhibit A.

"San Pedro Bay Ports" means the Harbor Department's terminals (Port of Los Angeles) and the Port of Long Beach.

"Term" means the Agreement period as expressed in Section 3 below.

"Zero Emission Truck" means a Drayage Truck that meets the definition of "Zero Emission Vehicle" in the CARB Advanced Clean Truck Regulation: "an on-road vehicle with a drivetrain that produces zero exhaust emission of any criteria pollutant (or precursor pollutant) or greenhouse gas under any possible operational modes or conditions."

2. CLOSING REQUIREMENTS FOR FUNDING GRANTS FOR GRANT VEHICLES

A. RFP Response Package. Grantee's Proposal dated January 18, 2022 is incorporated herein by this reference as Exhibit A and Grantee represents and warrants to the City that all information set forth in the Proposal is complete, true and correct.

B. Grantee Information. Grantee represents and warrants to the City that the information regarding Grantee in Exhibit A is complete, true and correct, and shall immediately advise the City in writing if any of such information changes or ceases to be true and correct.

C. Grant Vehicles. Grantee's Proposal has been approved by the City for grant funding towards the purchase of the "Grant Vehicles" listed in Exhibit A. Grantee represents and warrants to the City that the Grant Vehicles are Eligible Grant Vehicles. The City shall pay to Grantee, a Grant up to a maximum of $300,000 per Grant Vehicle.

D. Certificate of Title – Lienholder Status. Grantee shall cause the "HARBOR DEPARTMENT, CITY OF LOS ANGELES" to be identified as lienholder on the certificate of title for all such Grant Vehicle(s) (and the City shall continue to be so named as lienholder for the Term for such Grant Vehicle), unless the City has agreed to the alternate arrangement to accommodate Grantee's financing as provided in Section 2F below.

E. Vehicle Financing. If Grantee shall have obtained, or shall obtain, a loan or other financing for any portion of the purchase price of any Grant Vehicle, or if any loan or other obligation shall be secured by any interest in any Grant Vehicle, then Grantee (i) shall provide a copy of such loan or financing documents to the City , and (ii) shall cause the lender, financier or secured party to (A) acknowledge the City 's security interest in such Grant Vehicle, (B) agree to give notice to the City of any default by Grantee in its representations, warranties or obligations with respect to such loan, financing or other obligation, and (C) agree to give notice to the City prior to releasing its security interest in such Grant Vehicle (upon the release of such security interest, at the City 's request, Grantee shall cause the "HARBOR DEPARTMENT, CITY OF LOS ANGELES" to be identified as lienholder on the certificate of title for such Grant Vehicle and, following any such request, the "HARBOR DEPARTMENT, CITY OF LOS ANGELES" shall continue to be so named as lienholder for the remaining Term for such Grant Vehicle); and (iii) authorizes the City to pay (but with no obligation on the City to pay) each Grant directly to such lender, financier or secured party.

F. Tax Reporting. Grantee understands that any payment received to fund the Grant Vehicle under this Agreement are subject to taxation and the City will issue a IRS Form 1099 to the Grantee/Payee and will report the applicable tax information to the California Franchise Tax Board and the federal Internal Revenue Service.

3. AGREEMENT TERM

A. Subject to the provisions of Charter Section 245, the effective date of this Agreement shall be the date of its execution by the Harbor Department's Executive Director upon authorization of the Board (Effective Date). Grantee is aware that the City Council, pursuant to Charter Section 245 of the City of Los Angeles, has the right to review this Agreement. Accordingly, in no event shall this Agreement become effective until after the expiration of the fifth Council meeting day after Board action, or the date of City Council's approval of the Agreement.

B. This Agreement shall be in full force and effect commencing from the date of execution and shall continue until the earlier of the following occurs:

1. Three (3) years have lapsed from the effective date of this Agreement;

   or

2. The Board of Harbor Commissioners, in its sole discretion, terminates and cancels all or part of this Agreement for any reason upon giving to Grantee ten (10) days notice in writing of its election to cancel and terminate this agreement.

4. OBLIGATIONS OF GRANTEE DURING THE TERM

A. Grantee Scope of Work. GRANTEE shall, to the satisfaction of the City, obtain those professional, expert and technical services and materials necessary to complete the demonstration project and reporting requirements set forth in Exhibit B ("Project").

During the term of this Agreement, GRANTEE shall submit a written request to, and obtain written approval from, the Executive Director or his or her designee to change or modify the Scope of Work described in Exhibit B. Changes or modifications to Exhibit B that are not approved and accepted in writing by the Executive Director shall not be eligible for reimbursement and shall be considered a breach of this Agreement.

B. Drayage Truck Registry and Drayage Service. Grantee shall acquire title to the Grant Vehicle(s) specified and in accordance with this Agreement, register the Grant Vehicle(s) in the State of California's Drayage Truck Registry and the Port Drayage Truck Registry and place the Grant Vehicle(s) into Drayage Service within ninety (90) days after the execution date of this Agreement.

C. Drayage Service Trips to San Pedro Bay Ports. Grantee shall make not less than fifty (50) annual Drayage Service trips with each Grant Vehicle per year, totaling not less than one hundred and fifty (150) Drayage Service Trips over the three-year Term, in compliance with the POLA Tariff No. 4 and requirements. At least fifty percent (50%) of the Drayage Service trips must be to the Port of Los Angeles, equal to twenty-five (25)

Port of Los Angeles trips per year and totaling seventy-five (75) Port of Los Angeles trips over the three (3) year Term.

D. Inspection of Grant Vehicles and Records. Grantee agrees that, for the Term for each Grant Vehicle, the City or designated representative(s) of the City shall be allowed to inspect the Grant Vehicle and/or records relating to the Grant Vehicle. Grantee agrees that, for the Term, it shall maintain adequate records to demonstrate operation of each Grant Vehicle in accordance herewith. Grantee shall make records available to the City or designated representative(s) of the City at any time during the Term and for the period specified in Section 14.

E. California Registration. During the Term, each Grant Vehicle shall have California base-plated registration. Dual plates, International Registration Plan (IRP), and any other out-of-state registrations are prohibited.

F. Concession Agreement. At all times during the Term, Grantee shall comply with all of its obligations under the Concession Agreement between the City and Grantee.

G. Reporting. Grantee shall submit reports on the Grant Vehicle(s) as required by Exhibit B.

5. MAINTENANCE AND EQUIPMENT WARRANTY

A. Grantee shall deliver to the City a copy of Federal Annual Inspection in accordance with 49 CFR, Part 396, FMCSR, conducted within twelve months prior to or one month following the date of purchase of the Grant Vehicle.

B. Grantee is responsible for maintaining the Grant Vehicle in good operating condition and according to manufacturer's recommendations and in such condition as to ensure the warranties on the Grant Vehicle remain in effect for the term thereof.

6. INDEPENDENT CONTRACTOR

Grantee, in the performance of the work required by this Agreement, is an independent contractor and not an agent or employee of the City. Grantee shall not represent itself as an agent or employee of the City and shall have no power to bind the City in contract or otherwise.

7. NO SALE, SUBLEASE OR ASSIGNMENT

Grantee may not assign, sell, lease, transfer, license, or subcontract any rights or obligations under this Agreement or in any Grant Vehicle to a third party without the prior written consent of the City until this Agreement and all liabilities and obligations secured by it have been fully satisfied by Grantee. If the Grantee desires to sell, lease or otherwise dispose of any interest in any Grant Vehicle for any reason prior to the end of the Term,

the Grantee shall notify the City and any such sale, lease, or disposition shall be subject to the prior written consent for the transaction from the City.

8. SECURITY INTEREST

In order to secure the prompt payment and performance by Grantee of all its obligations hereunder, Grantee hereby grants to the City a continuing security interest in all of Grantee's rights, title and interests (whether now owned and existing or hereafter acquired or arising) in and to each Grant Vehicle and all proceeds and products thereof and accessions thereto (collectively, the "Collateral"). Grantee shall comply with Sections 2D and 2E regarding causing the Certificate of Title for any Grant Vehicle to list the "City of Los Angeles Harbor Department" as a lienholder, hereby authorizes the City to file such financing statements, and take such other actions, as City may require in order to perfect its security interests in the Collateral.

9. GRANT PAYMENT

A. City shall make grant disbursement to Grantee in the amounts set forth in Exhibit B. Grantee agrees that timing requirements of the Project may obligate the Grantee to make expenditures for the Project prior to grant disbursement by City.

B. The maximum amount to be disbursed to Grantee pursuant to this Agreement shall be Three Million Dollars ($3,000,000), which payments shall be made in accordance with Exhibit B.

C. Grantee seeking payment shall provide an invoice. Each such invoice shall be signed by the Grantee and shall include the following certification:

> "I certify under penalty of perjury that the above bill is just and correct according to the terms of Agreement No. _____ and that payment has not been received. I further certify that I have complied with the provisions of the City's Living Wage Ordinance.
>
> Michael Mayor
> Grantee signature

D. Grantee must include on the face of each itemized invoice submitted for payment its Business Tax Registration Certificate number. No invoice will be processed for payment by City without this number shown thereon. All invoices due and payable and found to be in order shall be paid as soon as, in the ordinary course of City business, the same may be approved, audited and paid.

E. City's Office of Finance requires the implementation and enforcement of Los Angeles Municipal Code Section 21.09 et. seq. This section provides that every person, other than a municipal employee, who engages in any business within City, is required to obtain the necessary Business Tax Registration Certificate and pay business

taxes. The City Controller has determined that this Code Section applies to entities that are doing work for City's Harbor Department. See https://finance.lacity.org/how-register-btrc.

F. Grantee shall deliver to the City, the following documents with each invoice with respect to each Grant Vehicle:

1. Copy of the Final Bill of Sale;
2. Certificate of Title reflecting City as Lienholder, or alternative provided pursuant to Section 2E for financed vehicles;
3. Vehicle Registration;
4. Copy of Insurance Certificate or other evidence of insurance satisfactory to the City;
5. Copy of Annual Federal Vehicle Inspection pursuant to Section 5B; and
6. Copy of Loan or Financing Documents required under Section 2E, if any portion of the purchase price of the Grant Vehicle was financed.

Grantee shall provide to the City such other documents and information as the City may reasonably request in order to fund the Grant and verify compliance with this Agreement. All invoices are subject to audit.

G. For payment and processing, all invoices should be submitted as requested by Environmental Management Division project manager upon agreement execution.

10. EMISSION REDUCTION CREDITS

Any emissions reduction credits generated by the Grant Truck or work performed pursuant to this Agreement cannot be used or claimed by any Grantee or OEM for any purpose. Any such emission reduction credit(s) are the exclusive property of the City and Grantee agrees to take any necessary action to facilitate this requirement.

11. DEFAULT

The occurrence of any of the following shall constitute a default by the Grantee hereunder (each, a "Default"):

A. Any Grant Vehicle being declared a total loss, stolen or non-operational such that Grantee is unable to perform the Drayage Service Trips required under this Agreement;

B. Failure of Grantee to timely complete or comply with any requirement under this Agreement, including without limitation: (i) acquiring title to any Grant Vehicle and listing the City of Los Angeles as lienholder on the Certificate of Title, (ii) registering any Grant Vehicle in the State or Port Drayage Truck Registry; (iii) commencing any Grant Vehicle into Drayage Service at the San Pedro Bay Ports; (iv) submission of any required

documentation such as bill of sale, vehicle registration, proof of insurance or certificate of title listing City as lienholder; (v) making the required 150 Drayage Service trips per Grant Vehicle within the three-year Term (as required in Section 4C);

C. Grantee assigns, sells, leases, transfers, licenses, or subcontracts any rights or obligations under this Agreement or in any Grant Vehicle to a third party without the prior written consent of the City until this Agreement and all liabilities and obligations secured by it have been fully satisfied by Grantee;

D. Failure to use the Grant funds to acquire the Grant Vehicle in accordance with this Agreement, or any illegal or improper use of Grant funds provided hereunder;

E. Failure of Grantee to maintain or submit documentation or reports in a timely manner or if any documentation or report provided is materially incorrect or incomplete;

F. Any representation, warranty or statement made by Grantee herein or in connection herewith is false or misleading in any material respect;

G. Any "Default" under, and as defined in, the Concession Agreement between the City and Grantee shall have occurred; and

H. Any default by Grantee under any loan or other obligation secured by any interest in any Grant Vehicle.

12. PROCEDURE AND REMEDIES FOR DEFAULT

A. Enforcement Procedures. The following procedures shall apply in the event the City issues a Notice of Default to Grantee:

1. The Harbor Department's Executive Director, or any employee of the Harbor Department designated by the Executive Director, may issue a Notice of Default to a Grantee whenever there is reason to believe that the Grantee has breached this Agreement or committed an event of Default as defined in Section 11, above.

2. A Notice of Default shall be in writing, signed by the Executive Director or his/her designee, state in detail the nature of the Default, state the cure period and terms of cure, the remedy that may be imposed if the Default is not cured within the time permitted and not properly contested as permitted herein, and shall be delivered by first class mail, overnight courier delivery or personal delivery to the Grantee's address provided in Exhibit A or updated address provided pursuant to this Agreement.

3. The Executive Director has authority to modify or waive remedies for Grantee's Default. The decision of the Executive Director, in his or her complete discretion, shall be final.

B. Remedies. Remedies for Grantee's Default, to be determined at the discretion of the Harbor Department's Executive Director, include but are not limited to:

1. Recovery of any or all of the Grant funds provided hereunder;
2. Suspension or cancellation of this Agreement (with no prejudice to any rights or remedies of the City with respect to any Defaults);
3. A ban on the Grantee's ability to participate in the Clean Trucks Program or future grants or incentive programs of the City;
4. Repossession of each Grant Vehicle;
5. An event of default may be declared under the Concession Agreement between the City and Grantee; and
6. Such other rights and remedies that the City may have (as a secured party or otherwise) under applicable law or in equity.

In no event shall any grant payment by the City constitute a waiver by the City of any breach of this Agreement or any Default, which may then exist on the part of Grantee. Neither shall such payment impair or prejudice any remedy available to the City with respect to the breach or Default. The rights and remedies of the City under this Agreement, the Concession Agreement and all other agreements shall be cumulative. No exercise by the City of one right or remedy shall be deemed an election. No delay by the City shall constitute a waiver, election, or acquiescence by it. A failure of the City to enforce the Agreement upon a breach or default shall not waive the breach or default or any other breach or default. All waivers shall be in writing.

13. INDEMNIFICATION

Except for the sole negligence or willful misconduct of the City, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, Grantee undertakes and agrees to defend, indemnify and hold harmless the City and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the City , including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including Grantee's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Agreement by Grantee or its subcontractors of any tier. Rights and remedies available to the City under this provision are cumulative of those provided for elsewhere in this Agreement and those allowed under the laws of the United States, the State of California, and the City of Los Angeles.

14. RECORD KEEPING

Grantee shall maintain records sufficient to provide, on an annual basis, information regarding Drayage Service Trips, insurance, vehicle maintenance, Grant Application, Grant award, this Agreement, reporting requirements and any other available information that may be reasonably necessary to determine Grantee's compliance with this Agreement for at least one (1) year after the later of satisfaction of all Grantee obligations hereunder for such Grant Vehicle or termination of this Agreement. Records shall be readily available and accessible to the City or its designated representative upon request for the purposes of auditing compliance.

15. NOTICES

In all cases where written notice is to be given under this Agreement, service shall be deemed sufficient if said notice is deposited in the United States mail, postage prepaid. When so given, such notice shall be effective from the date of mailing of the same. For the purposes hereof, unless otherwise provided by notice in writing from the respective parties, all notices to the Grantee shall be addressed to it at the Business Address set forth in Exhibit A and all notices to the City shall be addressed to: Clean Truck Program – Grant Administrator, Los Angeles Harbor Department, Environmental Management Division-4th Floor, 425 S. Palos Verdes St. San Pedro, California 90731. Nothing herein contained shall preclude or render inoperative service of such notice in the manner provided by law.

16. GOVERNING LAW; VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without reference to the conflicts of law, rules and principles of such State. The parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the State or Federal courts located in the County of Los Angeles, State of California, in the judicial district required by court rules.

17. SEVERABILITY

It is understood that if a court holds a specific provision within this Agreement invalid, the remaining provisions of this Agreement continue in effect.

18. COMPLIANCE WITH APPLICABLE LAWS

Grantee shall at all times in the performance of its obligations comply with all applicable laws, statutes, ordinances, rules and regulations, and with the reasonable requests and directions of Executive Director.

19. COUNTERPART EXECUTION

This Agreement may be executed in any number of counterparts, each of which shall constitute an original, but all of which taken together shall constitute but one and the same agreement. Not less than two (2) counterpart originals of this Agreement shall be signed by each of the parties hereto, with one (1) such original to be delivered to, and retained by, Grantee and all other originals to be delivered to, and retained by, the City.

20. ENTIRE AGREEMENT; AMENDMENTS

This Agreement constitutes the entire Agreement between Grantee and the City with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any nature whatsoever unless expressly included in this Agreement. No amendment to this Agreement shall be effective unless in writing and signed by the City and Grantee.

21. NO THIRD-PARTY BENEFICIARIES

This Agreement is being entered into solely for the benefit of the City and Grantee, and no other person, firm, corporation, or entity shall be deemed an intended third-party beneficiary of this Agreement.

22. EXHIBITS; ARTICLES

All schedules and exhibits to which reference is made in this Agreement are deemed incorporated in this Agreement, whether or not actually attached. To the extent the terms of an exhibit conflict with or appear to conflict with the terms of the body of the Agreement, the terms of the body of the Agreement shall control

23. CONFLICTS RESOLVED in FAVOR of this AGREEMENT

Should there be any conflict between the Grantee's RFP Proposal (Exhibit A) and this Agreement, it shall be resolved in favor of this Agreement.

//

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(Signature Page to Follow)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized representatives.

GRANTEE:

Date: 12/9/2022

MLI LEASING, LLC

DocuSigned by:
By: Michael Mayor
F48D83EFB37C49E...
Name: Michael Mayor
Title: President Owner

DocuSigned by:
Attest: Hector Castillo
78752CA92F594AD...
Name: Hector Castillo
Title: Representative

PORT:

Date: _____

CITY OF LOS ANGELES,
a municipal corporation, by and through
its Board of Harbor Commissioners

By _____
Name: Eugene D. Seroka
Title: Executive Director, Harbor Department

Attest _____
Amber Klesges, Board Secretary

APPROVED AS TO FORM AND LEGALITY
_____, 2022
HYDEE FELDSTEIN SOTO, City Attorney
STEVEN Y. OTERA, General Counsel

By: _____
JUSTIN HOUTERMAN, Deputy

PORT OF LOS ANGELES
MLI LEASING, LLC
PERTERBILT ZE-25 DRAY EXPANSION PROJECT

FUNDS AVAILABLE STAMP

Account#	59966	W.O. #	78307
Ctr/Div#	0330	Job Fac.#	637-00
Proj/Prog#	000		

Budget FY:	Amount:
FY 2022/23	$ 000
FY 2023/24	$2,500,000
FY 2024/25	$ 000
FY 2025/26	$ 500,000
TOTAL	$3,000,000

For Acct/Budget Div. Use Only

Verified by: Erin O'Malley Digitally signed by Erin O'Malley Date: 2022.12.12 09:41:31 -08'00'

Verified Funds Available: Digitally signed by Frank Liu Date: 2022.12.12 09:26:44 -08'00'

Date Approved: 12/12/22

EXHIBIT A

PROPOSAL

MLI LEASING, LLC

To the Port and City of Los Angeles and Staff: January 17, 2022

MLI Leasing, LLC (MLI), Mayor West Coast, LLC (MWC), and Peterbilt, a division of PACCAR, are pleased to present this letter and the following proposal to the Port of Los Angeles for your consideration for the Zero Emissions Drayage Truck Pilot Program. We are requesting funding of $3,000,000 for 10 Model 579EV units, which represents 46.5 % of our total estimated project cost of $6,446,569.33. Another $2,725,565.33 (42.3%) is planned to be covered by other incentive programs. In addition to the 10 funded by this program, 2 more 579EV units will be purchased.

MLI and MWC have been serving the Ports of Los Angeles and Long Beach with class-8 tractors since 2003, growing from just one unit to more than 50 units and 48 employee drivers in 2022. Michael Mayor, President of MLI and MWC, has been a member of the California Trucking Association and previously served as the Vice President of the Harbor Trucking Association. MLI and MWC are 100% minority owned and operated.

In 2020, Mayor took his first steps towards zero emissions and were awarded $400,000 through the Goods Movement Emission Reduction Program (Prop 1B) towards the replacement of 2 diesel units with electric trucks. More recently, they have applied for funding to replace an additional 14 diesel units with low NOx compressed natural gas (CNG) trucks. In August 2021, Hector Castillo, MBA, was hired specifically to lead the zero emission and low NOx focus of MLI. These early efforts make it clear that Mayor's growing companies are serious about clean air in California, especially in the Port of LA.

Peterbilt, MLI's team member, is equally as excited and focused on progressing zero emission technologies. Peterbilt has the earliest production offerings of on-road zero emission tractors and there are already Peterbilt Model 579EV trucks serving the Ports of California. With 10 at the Port of Oakland and one, soon to be followed by four more, at the Port of Long Beach, Peterbilt is leading the charge for zero emissions in trucking. Peterbilt has many team members dedicated to their zero emission offerings, including a dedicated grant writer, Dusty Garland, CPA, their National Account Manager of Alternative Powertrain, Matt Wetta, and many engineers to support current product and continue development of future zero emission solutions.

Both MLI and Peterbilt will greatly benefit from the dealer support of Rush Truck Centers (Rush). The trucks will be sold out of Rush Truck Center of Los Angeles by David Schafer and Dale Snowden. Rush is currently preparing the dealership for fleet electrification by installing EVSE and training technicians. Rush has a dedicated team of EV specialists that will oversee the implementation of this project. Director of Sustainability Solutions and Public Policy, Lacy Robertson, and their Director of EV Development, Colter Souser, have been instrumental in helping several customers begin their transition to electric vehicles and will be great assets to the team as Mayor moves forward on the path to zero emissions.

MLI Leasing, LLC and our supporting partners are excited to support the Port of Los Angeles and their zero emission efforts by applying for the Zero Emission Drayage Truck Pilot Program. We appreciate your consideration of our proposal and look forward to answering any questions you may have.

Sincerely,

Michael Mayor

Michael Mayor
President
MLI Leasing, LLC

17214 S FIGUEROA ST., GARDENA CA 90248
OFFICE: (424) 295-0262 E-MAIL: MLILEASING@MAYORUSA.COM

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Firm Qualifications, Experience, and References

The Team

The prime consultant leading the respondent team for this proposal is MLI Leasing, LLC (MLI) and the Original Equipment Manufacturer will be Peterbilt Motors Company, a division of PACCAR (Peterbilt).

MLI and Mayor West Coast, LLC (MWC) (the Licensed Motor Carrier (LMC)) are both owned and managed by Michael Mayor. MLI owns the assets, and those assets are operated by MWC.

MLI Team Members

Michael Mayor, President of MLI and MWC (Appendix 1) – Michael has been involved in freight and logistics for over 20 years. Starting in warehouse management, Michael has hired and developed employees as well as managed incoming and outbound freight on both the West and East Coasts.

In 2003, Michael started his first company, Mayor Logistics, Inc., operating out of Compton. Today, his businesses have grown from a single truck operation to employing 38 minority drivers (100%) and operating 40 class 8 tractors through the Ports of Los Angeles.

Michael is an alumnus of California State University in Long Beach, with two Bachelors of Science in Operations Management and Business Management. He has served as an Alumni Mentor since 2012 for the Hispanic Student Business Association, is a member of the California Trucking Association and Harbor Trucking Association, and served as the Vice President of the Harbor Trucking Association from 2009 to 2015.

Hector Castillo, Representative of MLI (Appendix 2) – In 2021, Hector Castillo joined the Mayor teams to focus on electric vehicle (EV) and low NOx alternatives to diesel. For more than 10 years, Hector has been a leader in business and his community. He served as Chief Marketing Officer for El Aviso magazine, a publication focused on news and lifestyle articles tailored for the Hispanic community in California. During that time, Hector also served as an ambassador for the Santa Fe Springs Chamber of Commerce and on the Board of Directors for the Firestone-Florence Chamber of Commerce, for which he received recognition (Appendix 3) from California Senator, Ricardo Lara, from the 33rd district. Hector has a Bachelor of Science in Business and an MBA from the University of Phoenix.

Ambassadors Hector Castillo, El Aviso; Joseline Nucum, DoubleTree by Hilton Los Angeles/Norwalk; and Carlos Gallardo, Farmers & Merchants Bank; pose with a business prospect and new member "Vas" Samarasginbe Jeunesse.

Peterbilt Team Members

Dusty Garland, CPA, Grant Writer for Peterbilt (Appendix 4) – Dusty Garland has been with Peterbilt for more than 7 years and a part of Fortune 200 companies for over 10 years. Dusty spent most of those years in accounting, reporting monthly, quarterly, and annual results for various departments. Since 2020, Dusty has been responsible for identifying and helping customers secure funding for Peterbilt's zero emission vehicles. In 2021, customers and dealers were awarded nearly $10 million through Dusty and the Peterbilt team's efforts, and several more applications are currently being considered for award. Several of these grants were through the North Central Texas Council of Government on behalf of PACCAR, for which Dusty submits status update reports each month. Dusty has a BBA and MBA from the University of North Texas.

Matt Wetta, National Account Manager for Alternative Powertrain for Peterbilt (Appendix 5) – Matt Wetta has been with Peterbilt for 16 years and has a broad and deep understanding of existing and emerging products. Matt has worked in Peterbilt manufacturing, both as an Engineer and Production Manager, been on the cutting edge of new products as the Product Planning Manager of Powertrain, and he has assisted our largest fleet customers through engineering custom solutions and ensuring Peterbilt's trucks were built to do the work those fleets required. Now, in the role of National Account Manager for Alternative Powertrain, the culmination of those experiences allows Matt to help customers make wise purchase decisions through a technical and forward-thinking approach.

Rush Truck Centers (Rush) – Rush is Peterbilt's Dealer Partner that provides Peterbilt customers best-in-class service and support throughout North America. Rush will provide such support to MLI, as it has for countless customers over the years. Rush has 139 locations across the United States, with 3 locations less than 60 miles from MLI, including Rush Truck Center, Los Angeles which is just 19 miles from MLI.

For electrification readiness and government funding experience, Rush is at the top of the list for dealers. Rush Truck Centers around the country have already begun installing electric vehicle supply equipment (EVSE) and training technicians and sales staff to support electric vehicles.

Rush's dedicated team of EV specialists include Lacy Robertson, Director of Sustainability Solutions and Public Policy, and Colter Souser, Director of EV Development. Lacy has 15 years of experience managing funding opportunities and reporting for low NOx and zero emission solutions in trucking and has a Bachelor of Science, Policy Planning & Development from the University of Southern California. Colter Souser joined Rush in 2021 to spearhead Rush's electrification strategy. Prior to joining Rush, Colter worked at Peterbilt for 10 years, most recently as an Engineer where he supported customers from both a technical and sales perspective.

Program Experience

Over the last few years, MLI has taken several significant steps towards transitioning to zero and low emission trucks through funding programs offered in California. In 2020, MLI was awarded $400,000 towards the replacement of two diesels by zero emission units through Bay Area Air Quality Management District's (BAAQMD) Goods Movement Emission Reduction Project (Prop 1B). Then, in 2021, MLI applied to replace 14 additional units with low NOx compressed natural gas (CNG) trucks through the Carl Moyer Program. The applications for Carl Moyer are currently undergoing final review.

In addition to Mayor's progress towards lowering emissions in the Los Angeles area, MWC hires and trains quality drivers who take safety seriously. As shown on their SAFER Company Snapshot (Appendix 6), Mayor had zero fatalities, zero injuries, and just one tow in the last two years.

Peterbilt Motors has been a part of several large-scale demonstration projects in recent years, including the Department of Energy's SuperTruck 1 and SuperTruck 2, and PACCAR was recently awarded as the lead applicant for SuperTruck 3 (Appendix 7). Additionally, Peterbilt has been a partner in awards for the Heavy-Duty Drayage Trucks Demonstration through GGRF funds and South Coast Air Quality Management District (SCAQMD) and the Zero- and Near Zero-Emission Freight Facilities Project (ZANZEFF).

Each of these projects has required extensive reporting throughout the demonstration process, including mileage, geographic tracking, fuel usage, progress towards technology development, improvements in fuel efficiency, and other technical data. In addition to monthly or quarterly reporting, each of these projects required a final report detailing the statistical data over the life of the demonstration, results of the project, and lessons learned for the future.

Peterbilt Demonstration and Development Projects

- SuperTruck 1 – 2014 – Partnered with Cummins - $39 Million
- SuperTruck 2 – 2016 – Partnered with Cummins - $20 Million
- GGRF – 2017 – Lead Applicant - $8 Million
- ZANZEFF – 2018 – Partnered with Port of Long Beach, Port of Oakland, and Frito Lay
- SuperTruck 3 – 2021 – Lead Applicant - $33 Million

Truck Operations and Capabilities

MLI owns a mix of 40 model year 2010-2016 Volvo and International diesel class 8 units, operated by MWC, for drayage operations into the Port of LA. On average, each truck completes two trips per day into the Port of LA, operating 250 days per year. Using telematics data available on these units, the following route data was obtained:

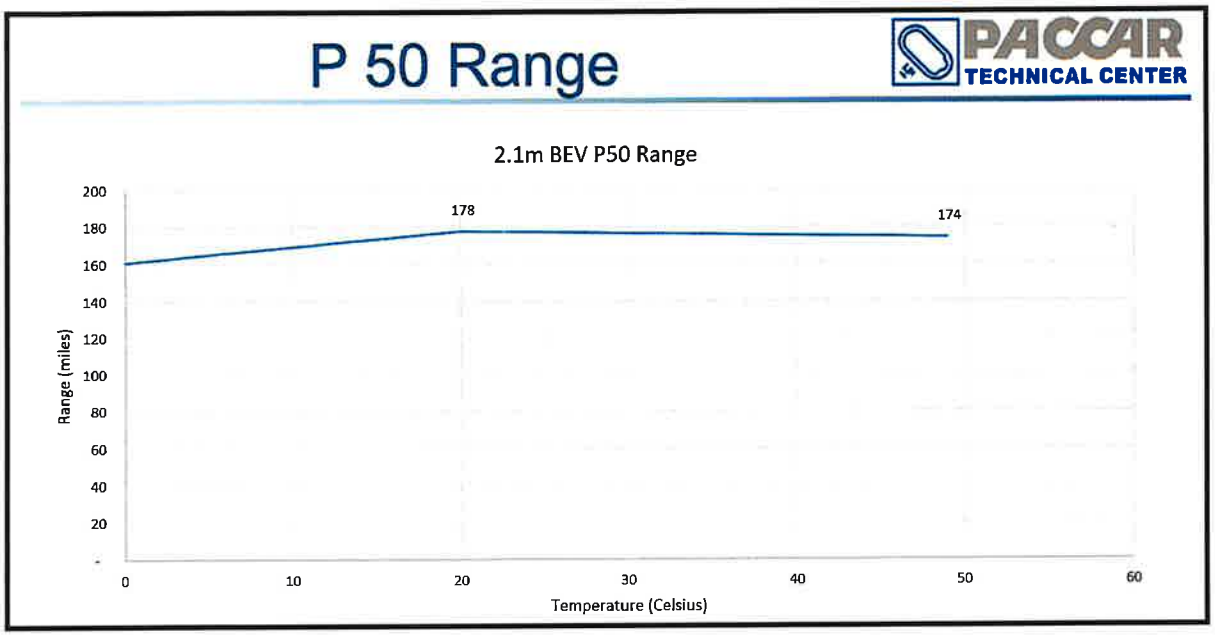
	Average Per Round Trip	Average Per Day Per Truck	Average Annual Total Per Truck	Annual Actual All Trucks
Miles Travelled	37	74	19,726	789,041
Diesel Gallons	6	12	3,202	128,079
Idle Time (Hours)	1	2	376	15,050
Idle Gallons	.55	1.10	275	11,000
Weight/Load	37,403	74,806	18,701,500	748,060,000

Domicile Location for Project: 14800 S Spring St in Gardena, CA

The domicile location of MLI's fleet and the route to Port of LA is within a SB535 Disadvantaged Community. The site is well within the 25-mile target of this RFP as the round-trip South from 14800 S Spring St in Gardena, CA to the Port of Los Angeles is just 37 miles total. The average load transported is 37,403 lbs. The Peterbilt Model 579EV is capable of 150 miles, as proven through extensive testing at the PACCAR Technical Center (PTC) in Mt. Vernon, WA (see below).

At PACCAR's state of the art testing facility, Peterbilt 579EVs were run in a climactic chassis dynamometer to evaluate preliminary range capability at varying temperatures using an average customer use cycle. These tests were run at an average G.C.W of 64,000 lbs., although the 579EV is capable of more than 80,000 lbs. G.C.W. Testing was completed at temperatures between -4°F and 120°F, with the HVAC being fully utilized to heat and cool the cab at both extremes.

579EV in testing at the PACCAR Technical Center.



As a reference, the coldest day in downtown Los Angeles in 2021 was 39°F (December 15th) and the warmest was 94°F (September 5th and 21st) (Appendix 8). As the above graph shows, from 0°C / 32°F to 49°C / 120°F, the 579EV is more than capable of performing the two 37-mile round trips per day to and from the Port of LA.

Conflicts of Interest

No team members are former Commissioners, officers, or employees of the Harbor Department and there are no known or anticipated conflicts of interests, as referenced on page 11 of the RFP for this funding opportunity.

Project Scope and Schedule

MLI Leasing, LLC and Peterbilt understand the importance of a successful launch, and the approach to this project will be focused there, on guaranteeing success. Through a thoughtful, conservative approach, and support by MLI, Peterbilt, and Rush, we intend to show that zero emission trucks are not only feasible in the drayage market, but rather are beneficial for businesses and the community alike.

A successful project should include deploying trucks in an application and route that allows for plenty of margin between the new technology's capabilities and the requirements of the job. A successful project should be supported at every turn, ensuring all partners committed to the success of the fleet, the technology, the community, and Port of Los Angeles and your goals. It should include a timeline that is achievable but pushes forward in earnest. Lastly, success means garnering support for a larger movement towards zero emission freight, especially in the drayage market.

Starting the Process

The following plan assumes MLI is awarded the full $3,000,000 towards the purchase of 10 Peterbilt 579EV tractors. This plan would scale accordingly if a lesser amount is awarded.

Immediately following an executed contract with the City of LA for the award amount of $3,000,000, the following actions will be taken by MLI Leasing, LLC and Mayor West Coast, LLC:

- MLI Leasing, LLC will place an order for 12 Peterbilt 579EV tractors through Rush Truck Centers. This number includes the 10 for which MLI is requesting $3,000,000 of funding, as well as 2 additional units for which no funding is being requested from the City of LA through this proposal. This process will be supported by Dave Schafer, Dale Snowden, and Colter Souser from Rush and Matt Wetta from Peterbilt.
- MLI Leasing, LLC will work with Rush Truck Centers to apply for HVIP Vouchers for all 12 drayage units, to be put on the waitlist until the next round of funding comes available. This process will be supported by Lacy Robertson from Rush and Dusty Garland from Peterbilt.
- Michael Mayor will notify the lessor of the property at which the trucks are domiciled of the award and that infrastructure and site construction will begin. The lessor is aware of MLI's proposal submission for this RFP. Additionally, Michael Mayor will work with the lessor to extend the existing lease to accommodate requirements of Southern California Edison's Charge Ready Program. This process will be led by Michael Mayor and Hector Castillo.
- MLI Leasing, LLC will select an infrastructure partner. MLI has already received preliminary cost proposals and site evaluations from two separate providers. This process will be led by Hector Castillo.
- MLI Leasing, LLC will make their financing institutions aware of the project beginning, to ensure the smooth continuance and cash flow in all phases of the project. This process will be led by Michael Mayor.
- Mayor West Coast, LLC will print and post copies, in conspicuous places at MLI and MWC, of the language required on page 37 of the RFP regarding equal benefits. This process will be led by Hector Castillo.

Truck and Charger Production

After notification and approvals from the entities listed above, the infrastructure phase of the project will begin. Upon approval from Southern California Edison to move forward with the Charger Ready Program, an order will be placed for 6 120kWh ABB chargers. The details of the infrastructure phase will be further discussed in the section "Infrastructure Plan and Timeline" (Page 12).

A major strength of this proposal is Peterbilt's production of battery electric vehicles, as it has already begun. Peterbilt produced and delivered the first 520EV and 220EV in 2021. The first Phase II 579EV is being delivered in January 2022. Build rates for electric vehicles are expected to increase as Peterbilt progresses through 2022. Based on the current order backlog and production schedule, Peterbilt can deliver trucks 8-9 months after the order is received. Since infrastructure permitting and buildouts can take a year or more, we expect truck production will not be the pacing item for this project.

Prior to delivering trucks to the customer, Rush Truck Centers will receive the trucks and perform pre-delivery inspections to ensure all components are in working order. After satisfactory inspections, the truck will be delivered and invoiced to MLI Leasing, LLC.

PACCAR charger lead times are between 21 and 25 weeks, as is expected for most chargers at this time. Like the truck builds, the chargers are not expected to be the pacing items.

Truck Deployment & EVSE Commissioning

Upon completion of the infrastructure build, installation of chargers, and delivery of trucks, all 12 trucks (10 funded through this project and 2 additional purchased) will be deployed to 14800 S Spring St. in Gardena, CA. MWC will assure all trucks are placed on the Port Registry and all proper documentation has been obtained to operate the vehicles.

Then the trucks will be connected to chargers and Mayor will assure:

1. The chargers and trucks are communicating properly, and the truck is taking charge.
2. The charge management software is communicating that the chargers are connected and producing charge.
3. The truck telematics software is communicating the geographic location, state of charge, and that the trucks are currently charging.

Members of the Rush Truck Centers and Peterbilt teams will come on site to instruct drivers on the features of their battery electric trucks, including safety features and requirements, settings for regenerative breaking, and standard operational information. Then the trucks will be placed in service.

Upon deployment, the trucks will begin operating on the 37-mile round-trip between Gardena and the Port of LA, running the route twice each day as is done with today's diesel units. The new zero emission trucks are expected to maintain the same delivery schedules and routes, operating between 4:00 AM and 11:00 PM on weekdays.

Trucks can be charged between trips if needed but will have time to charge during the off period between 11:00 PM and 4:00 AM. Using this time window should benefit MLI with lower electricity rates overnight as well as the local utility and community by charging at a time when demand on the grid is lower. Travelling 75 miles total on the two trips per day, the trucks will be using approximately 50% of their battery capacity, leaving plenty of margin for unanticipated stops or traffic, and helping ensure a successful launch. Charging during the off period at 50kW/hour will take approximately 4 hours to return for batteries to reach 100%.

Support and Reporting

Once the trucks and chargers are deployed, MLI and MWC will have the full support of Peterbilt and Rush Truck Centers to maximize uptime of the units.

Peterbilt's warranty (Appendix 15) to MLI Leasing, LLC will include Basic Vehicle, 12V batteries, and cab, hood, sleeper, and frame paint coverage of 12 months or 100,000 miles. Major components will be covered for 3 years or 300,000 miles and frame gussets and crossmembers covered for 5 years or 500,000 miles. Modems, antennas, and related remote diagnostics equipment is covered for 2 years, without regard to mileage.

Batteries and the energy storage system will be warrantied for 5 years or 500,000 miles or 80% state of charge, as determined by connecting a designated service tool. EControl components, eAccesory systems, ePowertrain, and the eAxle are all covered for 3 years or 300,000 miles. All other battery electric powertrain systems will be covered for 1 year or 100,000 miles.

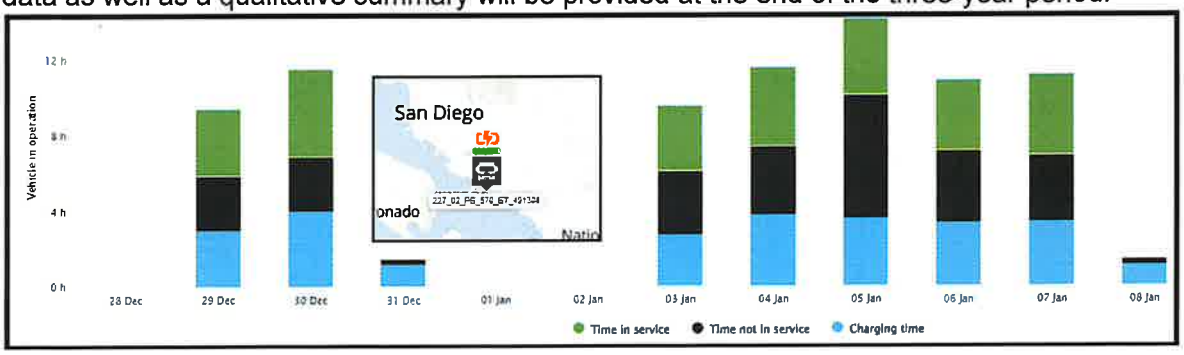
All vehicle service, including warranty claims, will go through Rush Truck Center, Los Angeles. Rush's technicians will evaluate any issues, consult with Peterbilt's service or engineering teams if needed, develop a solution, and return the vehicles to service as quickly as possible.

It should be noted that trucks are expected to experience less need for maintenance compared to diesel units, as many components requiring maintenance on diesel trucks are not present on battery electric vehicles. This reduction of maintenance includes no oil changes, no valves, no DEF, no transmission fluid due to the eAxle design, and reduced wear on brakes because of the ability to use regenerative breaking to stop.

Reporting will be completed by Hector Castillo and Michael Mayor with MLI throughout the project, with the support of Dusty Garland from Peterbilt and Lacy Robertson from Rush Truck Centers throughout the life of the project. Reports will be submitted monthly for the first 12 months, and quarterly for the two years following. Data to be reported includes:

Port Calls	Infrastructure Up-Time
Vehicle Miles Traveled	Vehicle Hours of Operation
Driver/Fleet Experience Surveys	Vehicle Downtime
Electricity Charged	Vehicle Maintenance/Inspection Findings

As much of this data as can be collected through telematics software on the trucks or charge management software on the chargers will be obtained through such means. The trucks will be delivered equipped with Viriciti, a software which is allows for easily reporting several of the required items listed above and does so in a user-friendly format. A final report with cumulative data as well as a qualitative summary will be provided at the end of the three-year period.



Schedule

Task	Task	Completion Target Date	Targets by Week
1	Contract signed with Port/City of LA	3/1/2022	Week 1
2	Order for (12) Peterbilt Model 579EV units placed with Rush Truck Centers	3/8/2022	Week 2
3	Voucher requests submitted for HVIP funding	3/8/2022	Week 2
4	Post language regarding equal benefits at all work sites	3/8/2022	Week 2
5	Contact infrastructure provider for complete site plan and quote	3/15/2022	Week 3
6	Contact financiers to ensure proper funding is available throughout the project	3/22/2022	Week 4
7	Infrastructure provider to complete site plans and quote	4/12/2022	Week 7
8	Enroll in proper utility rate structure program	5/3/2022	Week 10
9	Order placed for (6) 120kWh chargers	5/24/2022	Week 13
10	Infrastructure construction completed	3/28/2023	Week 57
11	Chargers installed	4/25/2023	Week 61
12[1]	Trucks 1-3 arrive at Rush and are readied for deployment	5/16/2023	Week 64
13	Trucks 1-3 delivered to MLI Leasing, LLC and invoiced accordingly	5/23/2023	Week 65
14	MLI will submit for $250,000/truck reimbursement	5/30/2023	Week 66
15	Truck/charger testing and training complete	5/30/2023	Week 66
16	Rush and Peterbilt personnel will train drivers and fleet owners on the operation and safety features of the vehicles	5/30/2023	Week 66
17	Trucks 4-6 arrive at Rush and are readied for deployment	5/30/2023	Week 66
18	Trucks 1-3 placed in service to Port of LA	6/6/2023	Week 67
19	Trucks 4-6 delivered to MLI Leasing, LLC	6/6/2023	Week 67

[1] Trucks can be delivered as soon as 9 months after an order is placed but would not be deployed until infrastructure and EVSE is installed and operational.

20	MLI will submit for $250,000/truck reimbursement	6/13/2023	Week 68
21	Trucks 7-9 arrive at Rush and are readied for deployment	6/13/2023	Week 68
22	Trucks 4-6 placed in service to Port of LA	6/13/2023	Week 68
23	Trucks 7-9 delivered to MLI Leasing, LLC	6/27/2023	Week 70
24	MLI will submit for $250,000/truck reimbursement	7/4/2023	Week 71
25	Trucks 10-12 arrive at Rush and are readied for deployment	7/4/2023	Week 71
26	Trucks 7-9 placed in service to Port of LA	7/4/2023	Week 71
27	Trucks 10-12 delivered to MLI Leasing, LLC	7/11/2023	Week 72
28	MLI will submit for $250,000/truck reimbursement	7/18/2023	Week 73
29	Trucks 10-12 placed in service to Port of LA	7/18/2023	Week 73
30	Monthly reports completed and provided to Port of LA	7/2023 – 7/2024	1 year
31	Quarterly reports completed and provided to Port of LA	8/2024-7/2026	2 Years
32	Final report completed and provided to Port of LA	8/2026	Total

Infrastructure Plan and Timeline

In 2021, MLI began the process of engaging infrastructure designers and engineers to evaluate their site for vehicle charging capabilities. MLI has received preliminary quotes from D'Alfonso Corp (Appendix 9) and Morgner Construction Management. Upon an executed contract for this award, MLI will choose and enter into an agreement with an infrastructure provider.

The expected location of new installation of infrastructure and charging equipment is 14800 S Spring St. in Gardena, CA. Mayor West Coast, LLC has an executed lease (Appendix 10 - relevant lease documents have been provided, but the full lease is available on request) with the landowner, Bernice E. Dreyfus Survivor's Trust. Michael Mayor has also received the support of the landowner (Appendix 11) for moving forward with this grant proposal and project.

Through Morgner Construction Management, the utility provider, Southern California Edison has confirmed they will be able to upgrade the site and provide adequate power to support the infrastructure required (Appendix 12).

Infrastructure Plan

Upon executing a contract with the Port and City of LA for this project, the following infrastructure plan and charger installation would be carried out.

To support the 12 Peterbilt Model 579EV units being deployed at MWC's site, 6 120kWh ABB chargers would be installed. Each charger has 2 CCS-1 ports, allowing for parallel charging at up to 60kWh/truck when 2 trucks are charging simultaneously This rate of 60 kWh would allow trucks to fully recover charge used during 2 37-mile round trips, even if restricted to charging during the off period between 11:00 PM and 4:00 AM. Also, a single truck can charge at up to 120kWh if needed, which could charge one truck from completely empty to 100% in just 3.3 hours.

To begin this work will require coordination with Southern California Edison and the City of LA to obtain permits and approvals for construction. A complete load schedule, singleline diagram, and site plan will be sent to SCE for approval. Once SCE approves this design, a complete design package would be submitted to the City's building and safety department for plancheck and permit approval. Approval by SCE is expected to take 1-2 months, followed by 1-2 more months for City approval.

The ABB 120kWh charger requires 480V 3-Phase power capable of operating at 200A (Appendix 13). Southern California Edison has confirmed with Morgner Construction that the site is capable of being upgraded to accommodate such requirements. However, the site will require trenching from the main power lines, the addition of a 3000A main switchboard with concrete pad, and all associated conduit wires (shown below). Procuring the materials needed is expected to take 3-4 months after permits have been completed. Once materials are on hand, construction can begin and is expected last 3-4 months.

Infrastructure Schedule

Task	Infrastructure Task	Completion Target Date	Targets by Week
1	Contact infrastructure provider for complete site plan and quote	3/15/2022	Week 3
2	Infrastructure provider to complete site plans and quote	4/12/2022	Week 7
3	Enroll in proper utility rate structure program	5/3/2022	Week 10
4	Load schedule, singeline, and site plan to SCE	5/10/2022	Week 11
5	SCE approval	6/21/2022	Week 17
6	Design package submitted to City building and safety departments	6/28/2022	Week 18
7	City approval	8/9/2022	Week 24
8	Materials ordered	8/9/2022	Week 24
9	Materials received	12/13/2022	Week 42
10	Construction begins on site	1/10/2023	Week 46
11	Infrastructure construction completed	3/28/2023	Week 57
12	Chargers installed and commissioned	4/25/2023	Week 61

Infrastructure Costs

Line No.	Scope Description	QTY	Cost Proposal
1	Professional Consulting Services/Energy Consultant	1	$2,500
2	Feasibility Study	1	
	Phase 1 Estimated Total		

Line No.	Scope Description	DC KW	QTY	Bid Amount
1	Furnish and install (6) 120kVA DCFC units, Utility transformer concrete pad w/ (4) 5"c.o., 3000A main switchboard with concrete pad, disconnecting means, trenching/backfill and all associated conduit and wires.	120	6	**$ 304,236.34**
2	DCFC Materials Only (Appendix 16)		6	$508338.99
3	EV Structure Network		1	$2,490.00
4	Install (N) Bollard(s) if required			Included
5	Install (N) Wheel Stop(s) if required			Included
6	Paint parking stall with DCFC logo			Included
7	Install DCFC Charging Only signage			Included
8	Install cell signal booster/repeater/enhancer			Included
9	Maintenance			Included
10	Shipping		1	$8,000.00
	Phase 2 Estimated Totals			$823,065.33

Costs for infrastructure and chargers shown are based on preliminary quotes from infrastructure providers and are subject to change. Mayor will pursue incentives and rebate programs to offset the costs shown above where possible, such as SCE's Charge Ready Transport program and CalEVIP, for which MLI has already begun the application processes (Appendix 14). Costs not offset will be funded through down payments of cash on hand and financing through providers.

Costs

Truck and charger costs shown are based on quotes from Rush Truck Centers (Appendix 16 and 17). All other costs are based on preliminary quotes and are subject to change. MLI match share shown is based on estimates of other funding available through truck and infrastructure programs currently active in California and assumes that funding is awarded to MLI. MLI reserves the right to pursue other funding to offset their match share, up to 100% of MLI's share.

Project Cost Estimate					
	Per Unit	Total	Port of LA	Other Incentive Funding	MLI Match
Trucks (Appendix 17)					
Quantity		12		HVIP / BAAQMD Prop 1B	
Total Sales Price	$ 447,415.50	**$ 5,368,986.00**	**$ 3,000,000.00**	**$ 1,900,000.00**	**$ 468,986.00**
Insurance (x3 years)					
Quantity		12			
Total Sales Price	$ 21,000.00	**$ 252,000.00**	**$ -**	**$ -**	**$ 252,000.00**
Chargers (Appendix 16)		6		SCE / Energiize	
Total Sales Price	$ 84,723.17	**$ 508,338.99**	**$ -**	**$ 508,338.99**	**$ -**
Infrastructure				SCE Charge Ready	
Total Sales Price	$ -	**$ 317,226.34**	**$ -**	**$ 317,226.34**	**$ -**
Total Costs		**$ 6,446,569.33**	**$ 3,000,000.00**	**$ 2,725,565.33**	**$ 720,986.00**

APPENDIX

Michael Mayor

E-mail **MMayor@MayorUSA.com**

Memberships

Hispanic Student Business Association, Alumni Mentor 2012 - Present
Long Beach State Alumni, 2000 - Present
California Trucking Association 2005 - 2016
Harbor Trucking Association Vice President 2009 - 2015

Education California State University, Long Beach

- Bachelors of Science Degree in Operations Management
- Bachelors of Science Degree in Business Management

2016- Present **Mayor West Coast, LLC. Gardena, CA**
President

- Started new venture with Employee Drivers in 2016
- Grew from $150,000 in revenue with 1 asset and driver to over 50 assets and 48 Employee drivers with $12,000,000 in Revenue
- ARB Grants for 14 Near Zero Emission tractors
- Responsible for the Safety, Training, Education and Operations of the organization
- Expanded from 1 Terminal to 3 terminals in Southern California
- Delivered 1,988,000 Miles in 2021 Safely

March 2003- 2016 **Mayor Logistics, Inc. Compton, CA**
President

- On the job training program which improved the productivity and competitiveness of the business, while providing secure employment for workers
- Ability to grow from 1 tractor to 95 trucks leased on and revenue excess of Fifteen million dollars
- Introduced many owner operators into government programs to remove old equipment off the road, thus avoiding unnecessary down-time and extensive cost
- Specializing in monitoring of contractor equipment within DOT specifications
    - Worked within DOT requirements for on the job training and experience requirements
    - Set up a 3-6 month training program specializing in safety and DOT B.I.T.
    - Ability to locate Candidates from other trucking & warehousing firms with highly qualified records
    - Liaison between for drivers and dispatchers and safety coordinators
    - Located dispatchers, owner/operators and drivers for West Coast Facility's

July 2002- May 2015 St. George Warehouse, Inc. Compton /Santa Fe Springs, CA
Project Manager/ CFS Manager

- Designed and implemented programs that have improved operational efficiencies, employee morale and increased customer satisfaction levels
- Developed a coaching style of management to include team leadership and mentoring programs
- Built a supervisory team focused on achieving production goals as well as efficiency goals
- Production scheduling for seasonal items and non seasonal items
- Maintained accurate data and billing through organization for over 16,000 cartons daily
- Ability to proactively identify, analyze, and problem solve involving Six Sigma theory

October 2001-July 2002 MZ Berger Watch Inc. Long Island City, NY
Distribution Manager

- Daily Logistical involvement coordinating workflow between Sales, Merchandising, Operation, and IT
- Implemented new procedures that increased the shipping productivity by 7-10 percent in less than 6 months
- Redesigned Warehouse floor to facilitate speedier picking and shipping using less employees
- Maintain warehouse inventory accurately for over 200,000 sku's
- Managed line demands and Traffic coordination for pick and pack to all major Retail stores
- Developed Routing and Procedural manuals for each of the company's customers
- Controlled Traffic Departments of inbound and outbound freight

2000-2001 St. George Distribution Inc. Torrance, CA
Warehouse Operations Manager

- Ensured the Distribution center operated at a world-class level, shipping over $54 million of freight monthly
- Accountable for 289,000 sq. ft. facility
- Daily client invoicing of inbound and outbound loads
- Logistics customer service specialist
- Controlled and organized multiple projects at once
- Worked within routing compliance of major retail firms

1998-2000 St. George Distribution Inc. Torrance, CA
Warehouse Shipping Manager

- Hiring, mentoring, and developing of the management team, 15 associates
- Handled all load consignments
- Monitor schedules in warehouse to maintain productive flow
- Purchasing of all materials within the organization
- Manipulated the Pick n Pak work schedule to expedite shipments

HECTOR CASTILLO, MBA

MLILeasing@MayorUSA.com

Supply business development services to companies that are in growth and planning to expand. Analyze the organization structure and review the company's strengths and weaknesses. The position of the company's services in the industry and marketplace. Visibility of the company in the marketplace to develop a strategy to grow by reaching the goals of a strategic plan short and long term.

EXPERIENCE

AUGUST 2021 – PRESENT

REPRESENTATIVE, MLI LEASING, LLC

Responsible for the company's assets drayage heavy trucks and research of the latest zero emission heavy trucks for drayage and the infrastructure needed to support a new fleet of Zero Emission Vehicle and finding the grants available to ease this major endeavor and oversee from start to finish. Meeting with Zero Emissions Vehicles manufacturer's representative to learn about the advantages and challenges of the industry. Gathering all the information necessary from the different manufacturers of ZE trucks and maintenance support. The company prior my arrival had applied for the 1B BAAQMD Grant for two drayage heavy truck vehicles and approved for Electric Vehicles. My responsibility is to keep the vehicles in good standing with the grants by updating the documentations needed until they replaced. In addition, I have applied for VW SCAQMD for seven drayage heavy trucks and 1B BAAQMD Grant five trucks for CNG's low emissions the approval is pending. Keep the vehicles registered, insured, and maintenance up to date.

AUGUST 2019 – APRIL 2021

MARKETING REPRESENTATIVE, SPECTRUM / CHARTER COMMUNICATIONS

Developing and providing services in low-income areas understanding the community challenges and needs.

AUGUST 2010 – JULY 2019

CHIEF MARKETING OFFICER, EL AVISO MAGAZINE

The position as CMO I took part in the development of the company growth and development in the communities in five counties of the State of California. Represent the company in over ten Chamber of Commerce and five organizations sat in the Board of Directors for the Firestone-Florence Chamber of Commerce, ambassador for the Santa Fe Springs Chamber of Commerce, created major events where the SBA, LA Metro, and five other organizations supplied information to businesses owners and the community. As a Division General Manager, I developed a plan to market and advertised to the business owners in the community and increased our division revenue over a million dollars for one of the areas in the Los Angeles Corridor in less than a year.

EDUCATION

JUNE 2015

MASTER OF BUSINESS ADMINISTRATION, UNIVERSITY OF PHOENIX PASADENA CA

A strong understanding of the business structure, functions, management, regulations, accounting, revenue, growth, development, marketing, training, promotions, sales, and ethical. Research on any of the subject needed for the business including when experts of a particular field are needed.

DECEMBER 2013

BACHELOR OF SCIENCE IN BUSINESS, UNIVERSITY OF PHOENIX LA MIRADA CA

Learned all the basic tools needed to operate and run a business.

SKILLS

- Research
- Listen and follow instructions
- Pay attention to detail
- Work within the deadline
- Communicate and ask for help

ACTIVITIES

Award from the State of California Senate 33rd District
Certificate of Recognition Board of Directors of the Chamber of Commerce
Vernon Networking Committee, INC – 2017 President

S T A T E O F C A L I F O R N I A

Senate

CERTIFICATE OF RECOGNITION

Hector Castillo

2016-2017 Board of Directors

FLORENCE-FIRESTONE/WALNUT PARK CHAMBER OF COMMERCE

Under the Stars 77th Annual Installation Dinner and Awards

In Honor Of:

Your dedicated service to the Florence-Firestone/Walnut Park Chamber of Commerce. Your hard work is improving the business climate in the Florence-Firestone/Walnut Park community. On behalf of the 33rd Senate District, I thank you for your service impart my best wishes for your continued success!

August 4, 2016

RICARDO LARA
SENATOR, 33RD DISTRICT
CHAIR, SENATE APPROPRIATIONS COMMITTEE

DUSTY J. GARLAND, CPA

(940)-205-9020
Dusty.Garland@PACCAR.com

Summary of Qualifications

- 10 years of accounting/cost experience, including 9+ in manufacturing for Fortune 200 companies.
- Experience managing professionals with varying levels of experience in different business functions.
- Thorough experience of costing systems/processes and margin analysis.
- Bilingual (English and conversational Spanish).

Education

University of North Texas

Bachelor of Business Administration in Accounting — December 2010
Master of Business Administration — August 2013

Work History

Grant Writer — ***Peterbilt Motors Co.*** — **November 2020 - Present**

- Building relationships with granting authorities and government organizations across the U.S. and Canada, including presenting at events and preparing responses to requests for public comments.
- Supporting customers, dealers, and sales teams by tracking open and upcoming grant opportunities and communicating those effectively to stakeholders.
- Understanding various grant requirements and new legislation.
- Researching and writing proposals for customers and dealers.

Fleet Sales Administration Manager — ***Peterbilt Motors Co.*** — **November 2018 – October 2020**

- Support of fleet truck sales, including cost/margin estimates, creating/routing approval memos, tracking volumes and margins for actuals and backlog.
- Managing vendor rebates and application to fleet deals.
- Manage 2 Fleet Sales Analysts completing ECOs, invoicing audits, backlog audits, freight discounts.

Warranty/Forecast Manager — ***Peterbilt Motors Co.*** — **May 2018 – November 2018**

- Oversight of the compilation of monthly forecast, the creation of bridges, assumptions, and reporting.
- Managed 3 professionals, including review of journal entries, monthly/quarterly reconciliations and reserve analyses, internal reporting schedules schedules, etc.
- Worked with Field Service and Warranty groups to track emerging issues and determine financial impact/accruals.

Inventory Control Manager — ***Peterbilt Motors Co.*** — **October 2016 – April 2018**

Cost Accounting Supervisor — ***Peterbilt Motors Co.*** — **March 2015 – September 2016**

Senior Engineering Staff Accountant — ***Peterbilt Motors Co.*** — **May 2014 – March 2015**

Staff Accountant — ***Occidental Petroleum Corp.*** — **January 2011 – May 2014**

MATT J. WETTA

Matt.Wetta@PACCAR.com

Peterbilt Motors ('05 – Present) Denton, TX

National Account Manager – Alternative Powertrain Sales ('20 – Current)

- Develop transportation solutions which meet customer needs focused on emerging alternative powertrains.
- Communicate effectively with decision makers at all levels.
- Coordinate all aspects of solution execution including engineering, production, & charging solutions.
- Develop new sales strategies and solutions focused on emerging alternative powertrain markets.
- Represent Peterbilt with strong product knowledge of electric vehicle and emerging alternative powertrains.

Fleet Sales Engineer – National Accounts On-Highway ('18 – '20)

- Interact directly with customers to understand their needs & challenges.
- Make recommendations with dealers, sales, & engineering on products that best suit customer needs.
- Completed 200+ spec reviews for 85+ customers (20+ conquest) resulting in 4,000+ annual sales.
- Developed a regression model to predict customer fuel economy from 17 inputs to guide spec decisions.

Product Planning Manager – Powertrain ('15 – '18)

- Developed the business case and championed major future project initiatives:
  - 2021 MX engines, 2.1m FEPTO, Greenhouse gas (GHG) compliance strategy
- Guided engineering development of key powertrain initiatives with class leading performance:
  - PACCAR Transmission & PACCAR 40k Drive Axle
- Conducted product positioning analysis and recommendations
- Conducted customer council and customer visits for market feedback on new and existing products
- Developed and presented sales and marketing messages for PACCAR powertrain products

Division Sales Applications Engineering ('14 – '15)

- Developed solutions for customer, dealer, & internal sales personnel on truck specs & frame layouts
- Supported $340M in truck sales
- Developed revised front end specs for Miller Industries resulting in: 7% - 13% turning radius improvement

Paint Section Manager ('10 - '14)

- Achieved department production ramp of 100% in 6 month period
- Achieved 62% Quality (PQI) improvement & Improved orange peel 13% on finish paint from 6.2 to 7.0
  - Achieved 11% improvement in department labor efficiency in 2012 & 31% reduction in overtime
- Led implementation of paint processes for 579 truck model
- Managed operations of Paint Department on both shifts
  - ~100 hourly employees & 3 salaried direct unit manager reports
  - $15M annual department operating budget
  - 95,000 units/year annual department production

Manufacturing Engineer ('07 – '10)

- Implemented Robotic 5th Wheel Weld Cell
  - $3.7M profit improvement / $600k capital investment / **500%+ ROI**
  - 50% labor reduction & 50% productivity improvement
  - 2nd place President's Manufacturing Innovation Award
- Implemented Bulk DEF fluid storage & delivery
  - $4.3M profit improvement / $602k capital investment / **600%+ ROI**
- Implemented Combined Engine/Radiator Set Automated Hoisting System
  - $1.8M profit improvement / $708k capital investment / **150%+ ROI**
- Conducted line balances and time studies, lean manufacturing
- Paccar trained Six Sigma Black Belt, Participated in Kaizen events for improving production process

Education

MBA - **Business Administration ('07-'10)** University of North Texas, Denton, TX
BS - **Mechanical Engineering ('00-'04)** Kansas State University, Manhattan, KS

○ USDOT Number ○ MC/MX Number ◉ Name

Enter Value: MAYOR WEST COAST LLC

Search

Company Snapshot

MAYOR WEST COAST LLC
USDOT Number: 3064799

ID/Operations | Inspections/Crashes In US | Inspections/Crashes In Canada | Safety Rating

Other Information for this Carrier

- SMS Results
- Licensing & Insurance

Carriers: If you would like to update the following ID/Operations information, please complete and submit form MCS-150 which can be obtained online or from your State FMCSA office. If you would like to challenge the accuracy of your company's safety data, you can do so using FMCSA's DataQs system.

Carrier and other users: FMCSA provides the Company Safety Profile (CSP) to motor carriers and the general public interested in obtaining greater detail on a particular motor carrier's safety performance then what is captured in the Company Snapshot. To obtain a CSP please visit the CSP order page or call (800)832-5660 or (703)280-4001 (Fee Required).

For help on the explanation of individual data fields, click on any field name or for help of a general nature go to **SAFER General Help**.

The information below reflects the content of the FMCSA management information systems as of 01/10/2022.

To find out if this entity has a pending insurance cancellation, please click here.

Entity Type:	CARRIER		
Operating Status:	AUTHORIZED FOR Property	Out of Service Date:	None
Legal Name:	MAYOR WEST COAST LLC		
DBA Name:	MWC		
Physical Address:	14800 S SPRING ST GARDENA, CA 90248		
Phone:	(310) 329-3538		
Mailing Address:	335 E ALBERTONI ST #200-867 CARSON, CA 90746		
USDOT Number:	3064799	State Carrier ID Number:	
MC/MX/FF Number(s):	MC-57387	DUNS Number:	61-126-362
Power Units:	50	Drivers:	34
MCS-150 Form Date:	11/10/2021	MCS-150 Mileage (Year):	908,233 (2020)

Operation Classification:

X Auth. For Hire	Priv. Pass.(Non-business)	State Gov't
Exempt For Hire	Migrant	Local Gov't
Private(Property)	U.S. Mail	Indian Nation
Priv. Pass. (Business)	Fed. Gov't	

Carrier Operation:

X Interstate	Intrastate Only (HM)	Intrastate Only (Non-HM)

Cargo Carried:

X General Freight	X Liquids/Gases	X Chemicals
X Household Goods	X Intermodal Cont.	X Commodities Dry Bulk
X Metal: sheets, coils, rolls	Passengers	X Refrigerated Food
X Motor Vehicles	Oilfield Equipment	X Beverages
Drive/Tow away	Livestock	X Paper Products
Logs, Poles, Beams, Lumber	Grain, Feed, Hay	X Utilities
X Building Materials	Coal/Coke	Agricultural/Farm Supplies
Mobile Homes	Meat	X Construction
X Machinery, Large Objects	Garbage/Refuse	Water Well
X Fresh Produce	X US Mail	

US Inspection results for 24 months prior to: 01/10/2022

Total Inspections: 8
Total IEP Inspections: 0
Note: Total inspections may be less than the sum of vehicle, driver, and hazmat inspections. Go to Inspections Help for further information.

Inspections:

Inspection Type	Vehicle	Driver	Hazmat	IEP
Inspections	7	8	0	0
Out of Service	2	0	0	0
Out of Service %	28.6%	0%	%	0%
Nat'l Average % as of DATE 12/31/2021*	21.07%	5.73%	4.45%	N/A

***OOS rates calculated based on the most recent 24 months of inspection data per the latest monthly SAFER Snapshot.**

Crashes reported to FMCSA by states for 24 months prior to: 01/10/2022

Note: Crashes listed represent a motor carrierâ€™s involvement in reportable crashes, without any determination as to responsibility.

Crashes:

Type	Fatal	Injury	Tow	Total
Crashes	0	0	1	1

ID/Operations | Inspections/Crashes In US | Inspections/Crashes In Canada | Safety Rating

Canadian Inspection results for 24 months prior to: 01/10/2022

Total inspections: 0
Note: Total inspections may be less than the sum of vehicle and driver inspections. Go to Inspections Help for further information.

Inspections:

Inspection Type	Vehicle	Driver
Inspections	0	0
Out of Service	0	0
Out of Service %	0%	0%

Crashes results for 24 months prior to: 01/10/2022

Note: Crashes listed represent a motor carrierâ€™s involvement in reportable crashes, without any determination as to responsibility.

Crashes:

Type	Fatal	Injury	Tow	Total
Crashes	0	0	0	0

ID/Operations | Inspections/Crashes In US | Inspections/Crashes In Canada | Safety Rating

The Federal safety rating does not necessarily reflect the safety of the carrier when operating in intrastate commerce.

Carrier Safety Rating:

The rating below is current as of: 01/10/2022

Review Information:

Rating Date:	None	Review Date:	11/13/2018
Rating:	None	Type:	Non-Ratable

PACCAR Partners with U.S. Department of Energy (DOE) on SuperTruck 3 Program

November 4, 2021, Bellevue, Washington - PACCAR is launching its SuperTruck 3 program to continue the development of its Class 8 Kenworth and Peterbilt battery electric and fuel cell vehicles, along with its vehicle charging stations. SuperTruck 3 is a DOE initiative to develop state of the art zero emissions medium- and heavy-duty trucks. PACCAR received a $33 million matching grant for the highly selective program. "The SuperTruck 3 award underscores PACCAR's industry leadership in zero emissions commercial vehicles," said John Rich, PACCAR chief technology officer.

The SuperTruck initiative was launched in 2009 by the DOE to improve heavy-duty truck freight efficiency. Kenworth and Peterbilt successfully developed state-of-the-art vehicles in the prior SuperTruck and SuperTruck 2 programs. "Many of the technologies developed in the earlier SuperTruck programs were deployed in production vehicles, benefiting the environment and PACCAR's customers," said Kevin Baney, Kenworth general manager and PACCAR vice president. "Kenworth, Peterbilt, PACCAR Parts, and the PACCAR Technical Center are collaborating on the SuperTruck 3 program."

"Peterbilt is honored to join the SuperTruck 3 program to advance battery and fuel cell electric trucks, in addition to developing the required charging infrastructure," said Jason Skoog, Peterbilt general manager and PACCAR vice president. "The program's intent is to lower carbon emissions and increase freight efficiency that will enhance our customers' operations and achieve environmental goals."

PACCAR is a global technology leader in the design, manufacture and customer support of high-quality light-, medium- and heavy-duty trucks under the Kenworth, Peterbilt and DAF nameplates. PACCAR also designs and manufactures advanced powertrains, provides financial services and information technology, and distributes truck parts related to its principal business.

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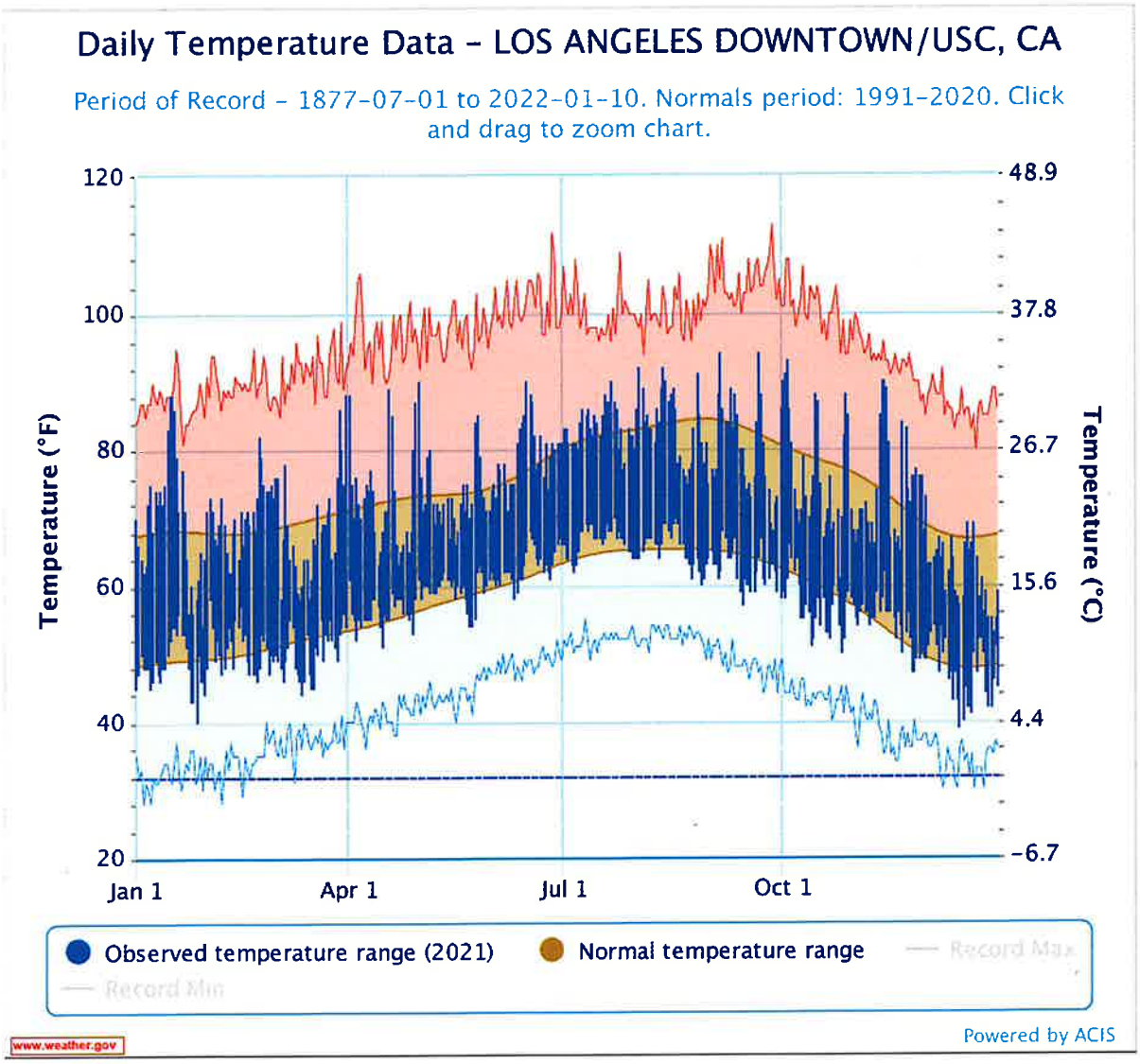
Daily Temperature Data - LOS ANGELES DOWNTOWN/USC, CA
Period of Record - 1877-07-01 to 2022-01-10. Normals period: 1991-2020. Click and drag to zoom chart.
Temperature (°F)
120
100
80
60
40
20
Temperature (°C)
48.9
37.8
26.7
15.6
4.4
-6.7
Jan 1
Apr 1
Jul 1
Oct 1
Observed temperature range (2021)
Normal temperature range
Record Max
Record Min
www.weather.gov
Powered by ACIS

D'ALFONSO ELECTRIC

November 16, 2021

Michael Mayor
Manager
Mayor West Coast, LLC

Re: **Proposed Feasibility Approach and Cost Proposal** – 10 DCFC Charging Stations

D'Alfonso Electric is pleased to submit this proposal in response to the above referenced project and is additionally excited for the opportunity to provide **Mayor West Coast, LLC** with a feasibility approach to engineer/design, construct and install 10 DCFC Charging stations and Main Switchboard with capacity to feed future 15 DCFC stations. D'Alfonso Electric has spent the last 20 years providing our clients with honest, forward-thinking design/builders on projects in similar scale and we are confident we can continue to delivery on the same promise.

Summary of Team Composition:
For this pursuit, D'Alfonso Electric will serve as the Energy Consultant to help Mayor West Coast, LLC find creative and feasible solutions to support the installation of DCFC Charging system, as well as serve as the solutions provider contractor to design, procure, install and maintain recommended services. Our business model is based on a whole-life project delivery model. We have installed more than 3000 Electrical Charging Stations, 200 solar projects and have conducted numerous energy feasibility studies to help clients establish their energy goals. Our team include industry experts with a strong background in conducting energy feasibility studies, designing energy management systems, installing alternative energy solutions such as solar and wind and battery charging stations.

The D'Alfonso team is heavily versed in the planning and implementation of large scale DCFC Charging Systems. Our team has performed the following:

- Evaluate Energy Conservation and Sustainable Design features and either evaluate and/or incorporated cost- effective energy conservation and sustainable design systems/features, or has excluded this effort for specific, acceptable reasons.
- Maximize the energy savings and sustainable construction features by applying the most recent, proven technology, and engineering, methodology, environmental and air quality standards throughout the design.

Summary of Project Understanding:
We understand that will be responsible to provide a thorough and complete design, City and SCE approvals, procurement, and installation of DCFC stations.

We will also provide complete construction of the supporting infrastructure to properly operate the equipment. Additionally, our team will be responsible for testing, commissioning, start-up, and training.

Special Notes and Proposal Assumptions
The record drawings or/and electrical data information were not provided. This proposal is based on the assumptions and company's previous experience. This proposal is valid for (90) days from the date of the proposal submittal. Additional assumptions can be found under the Proposal Scope Conditions on page (14).

This **preliminary cost proposal** includes a **comprehensive analysis cost proposal** and **proposal scope conditions**. Please contact me or my staff if you have any questions regarding our proposal.

Sincerely,

Andrew D'Alfonso,
CEO/President
D'Alfonso Corp., dba D'Alfonso Electric
2029 Verdugo Blvd, Suite 197
Montrose, CA 91020
(818) 726-9064
andrew@dalfonsocorp.com
www.dalfonsocorp.com

D'Alfonso Firm Profile

D'Alfonso, a certified Mirco SBE entity, was established in Los Angeles and has been in business for more than 20 years and specializes in renewable energy design/build projects. Our first renewable project included Electrical Vehicle (EV) charging installations for the City of Santa Monica and Pasadena in 1998 and has since expanded its renewable energy services to include LED lighting solutions, on-and off-grid systems, solar photovoltaic (PV) installations including design/build of PV panels, PV carports, battery storage as well as on-going maintenance services. Our renewable services cater to the needs of municipalities, energy utility companies, schools, hospitals, military bases, residential and commercial facilities, and other private/public clients across 10 states in the U.S.

D'Alfonso's direct experience includes working on a Solar Pilot Program for the Port of Los Angeles, where we installed 96 solar panels near the wharf to demonstrate the durability of the CIS solar modules in a sea water/maritime environment. Additionally, D'Alfonso completed three solar carport canopy installations at South Region ES #11, South Region ES #12, and South Region HS #2 totaling approximately 448 panels, with an estimated total of 626kW energy production. Most recently, D'Aflonso was awarded at 25-year Design/Build project to manage the design, engineering, installation and maintenance of three school campuses for the Los Angeles Unified School District's Solar Pilot Program.

D'Alfonso Electric is a group of experts generating tailored, innovative solutions to some of the most complex EV projects. D'Alfonso Electric connects expertise across services, markets, and geographies to deliver transformative outcomes. Nationally, D'Alfonso Electric assists or manages the design, build, operations, and maintenance of many projects that improve our environment and improve people's lives.

Summary of Services

Renewable Energy

- *Energy Efficiency Consulting And Retrofit*
- *EVCS + EVSE Services*
- *Full-Service Electrical Contracting*
- *Solar Energy D/B + Maintenance*

Electrical/Engineering

- *Advanced Lighting Controls*
- *Building Automations Systems (BAS)*
- *Building Integrated Photovoltaic (BIPV)*
- *Cool Roofs & Roof Replacements*
- *Energy Storage*
- *Environmental Landscaping*
- *EVCS*
- *Interior, Exterior, Area, & Egression Lighting*
- *LED Lighting*
- *Microgrids*
- *Solar Photovoltaic*
- *Solar Thermal*
- *Window Coverings*
- *Zero Net Carbon*
- *Zero Net Energy*

Construction & Project Management

- *Owner's Rep Consulting*
- *PM/CM*
- *Energy Feasibility Consulting*
- *Third-Party Coordination*
- *Pre-Post Construction Surveys*
- *Project Controls*
- *Settlement Monitoring*
- *Structural Assessments*
- *Noise/Vibration Monitoring*

Quality Management

- *Program Quality Management*
- *Design Quality Assurance*
- *Construction QA/QC*
- *Quality Assurance/ Inspections and Reporting*

AIRCRE

STANDARD INDUSTRIAL/COMMERCIAL LAND LEASE - GROSS

(DO NOT USE THIS FORM FOR BUILDINGS OR FOR LEASES PROVIDING FOR THE CONSTRUCTION OF BUILDINGS)

1. Basic Provisions ("Basic Provisions").

1.1 **Parties.** This Lease ("**Lease**"), dated for reference purposes only December 14, 2017, is made by and between Bernice E. Dreyfus Survivor's Trust ("**Lessor**") and Mayor Logistics, Inc., a California corporation ("**Lessee**"), (collectively the "**Parties**," or individually a "**Party**").

1.2 **Premises:** That certain real property, including all improvements thereon or to be provided by Lessor under the terms of this Lease, commonly known as (street address, city, state, zip): 14800 Spring Street, Unincorporated LA County (Gardena), CA 90248 ("**Premises**"). The Premises are located in the County of Los Angeles, and are generally described as (describe briefly the nature of the property and the improvements on the property, if any, and , if applicable, the "**Project**," if the property is located within a Project): an approximate ±1.30 acre portion of a larger ±2.52 acre industrial zoned land site with improvements (APN: 6129-009-075; 6129-009-076). (See also Paragraph 2)

1.3 **Term:** 3 years and 0 months ("**Original Term**") commencing January 1, 2018 ("**Commencement Date**") and ending December 31, 2020 ("**Expiration Date**"). (See also Paragraph 3)

1.4 **Early Possession:** If the Premises are available Lessee may have non-exclusive possession of the Premises commencing upon full execution of this Lease, delivery of initial money deposits (cashier's check), proof of general liability insurance (COI), and upon existing tenant(s) substantially vacating the Premises ("**Early Possession Date**"). (See also Paragraphs 3.2 and 3.3)

1.5 **Base Rent:** [redacted] per month ("**Base Rent**"), payable on the first day of each month commencing January 1, 2018. (See also Paragraph 4)

☑ If this box is checked, there are provisions in this Lease for the Base Rent to be adjusted. See Paragraph 51.

1.6 **Base Rent and Other Monies Paid Upon Execution:**

(a) **Base Rent:** [redacted] for the period January 1, 2018 - January 31, 2018.

(b) **Security Deposit:** [redacted] ("**Security Deposit**"). (See also Paragraph 5)

(c) **Other:** N/A for N/A.

(d) **Total Due Upon Execution of this Lease:** [redacted].

1.7 **Agreed Use:** office administration, truck parking/container storage, and all other legally permitted uses for a third party container hauling company. (See also Paragraph 6)

1.8 **Insuring Party.** Lessor is the "**Insuring Party**". The annual "**Base Premium**" is _____. (See also Paragraph 8)

1.9 **Real Estate Brokers.** (See also Paragraph 15 and 25)

(a) **Representation:** The following real estate brokers (the "**Brokers**") and brokerage relationships exist in this transaction (check applicable boxes):

☐ _____ represents Lessor exclusively ("**Lessor's Broker**");

☐ _____ represents Lessee exclusively ("**Lessee's Broker**"); or

☑ Colliers International Greater Los Angeles, Inc. represents both Lessor and Lessee ("**Dual Agency**").

(b) **Payment to Brokers:** Upon execution and delivery of this Lease by both Parties, Lessor shall pay to the Brokers the brokerage fee agreed to in a separate written agreement (or if there is no such agreement, the sum of _____ or 5 % of the total Base Rent for the initial 3 year term and 3% of the total Base Rent for the 3 year Option to Extend) for the brokerage services rendered by the Brokers.

~~1.10 **Guarantor.** The obligations of the Lessee under this Lease are to be guaranteed by _____ ("**Guarantor**"). (See also Paragraph 37)~~

1.11 **Attachments.** Attached hereto are the following, all of which constitute a part of this Lease:

☑ an Addendum consisting of Paragraphs 55 through 58;

☐ a plot plan depicting the Premises;

☐ a current set of the Rules and Regulations;

☐ a Work Letter;

☑ other (specify): Paragraph 51: Rent Adjustments; Paragraph 52: Option to Extend; Paragraph 53: Right of First Refusal to Lease Additional Space Paragraph; 54: Right of First Offer to Purchase; Exhibit A: Expert Matters/Disclosures; Exhibit B: The Premises; Exhibit C: Contruction Bid Proposal.

2. Premises.

2.1 **Letting.** Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises, for the term, at the rental, and upon all of the terms, covenants and conditions set forth in this Lease. While the approximate square footage of the Premises may have been used in the marketing of the Premises for purposes of comparison, the Base Rent stated herein is NOT tied to square footage and is not subject to adjustment should the actual size be determined to be different. **NOTE: Lessee is advised to verify the actual size prior to executing this Lease.**

2.2 **Condition.** Lessor shall deliver the Premises to Lessee free of debris on the Commencement Date or the Early Possession Date, whichever first occurs

_____ _____ INITIALS

MM MM INITIALS

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AIRCRE

OPTION(S) TO EXTEND
STANDARD LEASE ADDENDUM

Dated: December 14, 2017
By and Between
Lessor: Bernice E. Dreyfus Survivor's Trust
Lessee: Mayor Logistics, Inc., a California corporation
Property Address: 14800 Spring Street, Unincorporated LA County (Gardena), CA 90248
(street address, city, state, zip)

Paragraph: 52

A. OPTION(S) TO EXTEND:
Lessor hereby grants to Lessee the option to extend the term of this Lease for one (1) additional thirty-six (36) month period(s) commencing when the prior term expires upon each and all of the following terms and conditions:

(i) In order to exercise an option to extend, Lessee must give written notice of such election to Lessor and Lessor must receive the same at least 4 but not more than 9 months prior to the date that the option period would commence, time being of the essence. If proper notification of the exercise of an option is not given and/or received, such option shall automatically expire. Options (if there are more than one) may only be exercised consecutively.

(ii) The provisions of paragraph 39, including those relating to Lessee's Default set forth in paragraph 39.4 of this Lease, are conditions of this Option.

(iii) Except for the provisions of this Lease granting an option or options to extend the term, all of the terms and conditions of this Lease except where specifically modified by this option shall apply.

(iv) This Option is personal to the original Lessee, and cannot be assigned or exercised by anyone other than said original Lessee and only while the original Lessee is in full possession of the Premises and without the intention of thereafter assigning or subletting.

(v) The monthly rent for each month of the option period shall be calculated as follows, using the method(s) indicated below:

(Check Method(s) to be Used and Fill in Appropriately)

☐ ~~I. Cost of Living Adjustment(s) (COLA)~~

~~a. On (Fill in COLA Dates): _____ the Base Rent shall be adjusted by the change, if any, from the Base Month specified below, in the Consumer Price Index of the Bureau of Labor Statistics of the U.S. Department of Labor for (select one): ☐ CPI W (Urban Wage Earners and Clerical Workers) or ☐ CPI U (All Urban Consumers), for (Fill in Urban Area): _____ All Items (1982-1984 = 100), herein referred to as "CPI".~~

~~b. The monthly Base Rent payable in accordance with paragraph A.I.a. of this Addendum shall be calculated as follows: the Base Rent set forth in paragraph 1.5 of the attached Lease, shall be multiplied by a fraction the numerator of which shall be the CPI of the calendar month 2 months prior to the month(s) specified in paragraph A.I.a. above during which the adjustment is to take effect, and the denominator of which shall be the CPI of the calendar month which is 2 months prior to (select one): ☐ the first month of the term of this Lease as set forth in paragraph 1.3 ("Base Month") or ☐ (Fill in Other "Base Month"): _____. The sum so calculated shall constitute the new monthly Base Rent hereunder, but in no event, shall any such new monthly Base Rent be less than the Base Rent payable for the month immediately preceding the rent adjustment.~~

~~c. In the event the compilation and/or publication of the CPI shall be transferred to any other governmental department or bureau or agency or shall be discontinued, then the index most nearly the same as the CPI shall be used to make such calculation. In the event that the Parties cannot agree on such alternative index, then the matter shall be submitted for decision to the American Arbitration Association in accordance with the then rules of said Association and the decision of the arbitrators shall be binding upon the parties. The cost of said Arbitration shall be paid equally by the Parties.~~

☐ ~~II. Market Rental Value Adjustment(s) (MRV)~~

~~a. On (Fill in MRV Adjustment Date(s)) _____ the Base Rent shall be adjusted to the "Market Rental Value" of the property as follows:~~

~~1) Four months prior to each Market Rental Value Adjustment Date described above, the Parties shall attempt to agree upon what the new MRV will be on the adjustment date. If agreement cannot be reached, within thirty days, then:~~

~~(a) Lessor and Lessee shall immediately appoint a mutually acceptable appraiser or broker to establish the new MRV within the next 30 days. Any associated costs will be split equally between the Parties, or~~

~~(b) Both Lessor and Lessee shall each immediately make a reasonable determination of the MRV and submit such determination, in writing, to arbitration in accordance with the following provisions:~~

~~(i) Within 15 days thereafter, Lessor and Lessee shall each select an independent third party ☐ appraiser or ☐ broker ("Consultant").~~

_____ INITIALS

MM
MM INITIALS

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~~check one) of their choice to act as an arbitrator (Note: the parties may not select either of the Brokers that was involved in negotiating the Lease). The two arbitrators so appointed shall immediately select a third mutually acceptable Consultant to act as a third arbitrator.~~

~~(ii) The 3 arbitrators shall within 30 days of the appointment of the third arbitrator reach a decision as to what the actual MRV for the Premises is, and whether Lessor's or Lessee's submitted MRV is the closest thereto. The decision of a majority of the arbitrators shall be binding on the Parties. The submitted MRV which is determined to be the closest to the actual MRV shall thereafter be used by the Parties.~~

~~(iii) If either of the Parties fails to appoint an arbitrator within the specified 15 days, the arbitrator timely appointed by one of them shall reach a decision on his or her own, and said decision shall be binding on the Parties.~~

~~(iv) The entire cost of such arbitration shall be paid by the party whose submitted MRV is not selected, ie. the one that is NOT the closest to the actual MRV.~~

~~2) When determining MRV, the Lessor, Lessee and Consultants shall consider the terms of comparable market transactions which shall include, but not limited to, rent, rental adjustments, abated rent, lease term and financial condition of tenants.~~

~~3) Notwithstanding the foregoing, the new Base Rent shall not be less than the rent payable for the month immediately preceding the rent adjustment.~~

~~b. Upon the establishment of each New Market Rental Value:~~

~~1) the new MRV will become the new "Base Rent" for the purpose of calculating any further Adjustments, and~~

~~2) the first month of each Market Rental Value term shall become the new "Base Month" for the purpose of calculating any further Adjustments.~~

☑ **III. Fixed Rental Adjustment(s) (FRA)**

The Base Rent shall be increased to the following amounts on the dates set forth below:

On (Fill in FRA Adjustment Date(s)):	The New Base Rent shall be:
January 1, 2021	[redacted] per month
January 1, 2022	[redacted] per month
January 1, 2023	[redacted] per month

☐ ~~**IV. Initial Term Adjustments**~~

~~The formula used to calculate adjustments to the Base Rate during the original Term of the Lease shall continue to be used during the extended term.~~

B. NOTICE:

Unless specified otherwise herein, notice of any rental adjustments, other than Fixed Rental Adjustments, shall be made as specified in paragraph 23 of the Lease.

C. BROKER'S FEE:

The Brokers shall be paid a Brokerage Fee for each adjustment specified above in accordance with paragraph 15 of the Lease or if applicable, paragraph 9 of the Sublease.

AIR CRE. 500 North Brand Blvd, Suite 900, Glendale, CA 91203, Tel 213-687-8777, Email contracts@aircre.com
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AIRCRE

First AMENDMENT TO LEASE

THIS AMENDMENT TO LEASE is made and entered into as of January 11, 2018, by and between Bernice E. Dreyfus Survivor's Trust ("Lessor") and Mayor Logistics, Inc., a California corporation ("Lessee").

WHEREAS, on or about December 14, 2017 a Lease was entered into by and between Lessor and Lessee relating to certain real property commonly known as (street address, city, state, zip): 14800 Spring Street, Unincorporated LA County (Gardena), CA 90248 (the "Premises"), and

WHEREAS, Lessor and Lessee ☐ have ☑ have not previously amended said Lease, and

WHEREAS, the Lessor and Lessee now desire to amend said Lease,

NOW, THEREFORE, for payment of TEN DOLLARS and other good and valuable consideration to Lessor, the receipt and sufficiency of which is hereby acknowledged, the parties mutually agree to make the following additions and modifications to the Lease:

☐ TERM: The Expiration Date is hereby ☐ advanced ☐ extended to _____.

☐ AGREED USE: The Agreed Use is hereby modified to: _____.

☐ BASE RENT ADJUSTMENT: Monthly Base Rent shall be as follows: _____.

☑ OTHER: Base Rent for January 2018 to be [redacted] per month since Lessee is taking possession on January 15, 2018.

Lessee to be changed from "Mayor Logistics, Inc., a California corporation" to "Mayor West Coast, LLC, a California limited liability company" .

This Agreement shall not be construed against the party preparing it, but shall be construed as if all parties jointly prepared this Agreement and any uncertainty and ambiguity shall not be interpreted against any one party.

All other terms and conditions of this Lease shall remain unchanged and shall continue in full force and effect except as specifically amended herein.

EXECUTED as of the day and year first above written.

By Lessor:
Bernice E. Dreyfus Survivor's Trust

By: _____
Name Printed: Russell J. Dreyfus
Title: Trustee
Phone: 310-213-1315
Fax: _____
Email: sales@anvkar.com

By: _____
Name Printed: _____
Title: _____
Phone: _____
Fax: _____
Email: _____

Address: _____
Federal ID No.: _____

By (Former) Lessee:
Mayor Logistics, Inc., a California corporation

By: _____
Name Printed: Michael Mayor
Title: Chief Executive Officer
Phone: 714-642-6176
Fax: _____
Email: mmayor@mayorusa.com

By: _____
Name Printed: _____
Title: _____
Phone: _____
Fax: _____
Email: _____

Address: _____
Federal ID No.: _____

By (New) Lessee:
Mayor West Coast, LLC, a California limited liability company

By: _____
Name Printed: Michael Mayor

_____ _____
INITIALS

_____ _____
INITIALS

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Exhibit B
The Premises
14800 Spring Street
Unincorporated LA County (Gardena), CA 90248

Colliers INTERNATIONAL

The highlighted section on the aerial photo is for reference purposes only, and is not a representation or warranty.

_____ _____
Initials

MM _____ _____
MM
Initials

Colliers INTERNATIONAL

Please note that the terms "Seller" and "Buyer" are defined by the CA Civil Code to include a lessor and lessee, respectively.

This form must be delivered before or concurrently with the signing of the purchase and sale contract (or lease). In lieu of this form, such confirmation may also be set forth in the purchase and sale contract (or lease).

REPRESENTATION CONFIRMATION

Date: December 14, 2016

Seller/Lessor: Bernice E. Dreyfus Survivor's Trust

Buyer/Lessee: Mayor Logistics, Inc., a California corporation

Property Name:

Street Address, City, State: 14800 Spring Street, Unincorporated LA County (Gardena), CA

Further described as: an approximate ±1.30 acre portion of a larger industrial zoned land site with improvements

A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer. In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

(a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.

(b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, the agent may not, without the express permission of the respective party, disclose to the other party that the Seller will accept a price less than the listing price or that the Buyer will pay a price greater than the price offered. The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction.

Colliers International GLA, Inc. - Hans Mumper *(Name of Listing Agent & Brokerage Firm)* is the agent of **(check one):**

- ☐ **The seller exclusively;** or
- ☑ **Both the buyer and seller.**

Colliers International GLA, Inc. - Hans Mumper *(Name of Selling Agent/Procuring Broker & Brokerage Firm)* is the agent of **(check one):**

- ☐ **The buyer exclusively;** or
- ☐ **The seller exclusively;** or
- ☑ **Both the buyer and seller.**

SELLER/LESSOR

BY: _____

PRINT NAME: Russell J. Dreyfus

TITLE: Trustee

BUYER/LESSEE

BY: MICHAEL MAYOR (Jan 3, 2018)

PRINT NAME: Michael Mayor

TITLE: Chief Executive Officer

Mayor West Coast, LLC

January 5, 2022

14800 S Spring St.,
Gardena, Ca 90248

Dear Mr. Russel J. Dreyfus:

We are looking forward to your approval on the improvement of the property 14800 S. Spring St., Gardena, Ca 90248.

We are considering installing a **clean energy electric charging site** for our trucks and wish to receive your approval.

We are funding and completing the project. Our investment will be over $650,000.00 dollars to build the infrastructure and install the charging stations and all the necessary permits and fees. We will hire a professional and experts in this field to complete the project from start to finish. We will inform you each step of way.

Thank you for considering and approval of this project. Please sign and date below.

x Russell J Dreyfus — Jan 6 22
DREYFUS SURVIVOR TRUST — DATE

x Michael Mayor — 01/05/2022
MICHAEL MAYOR — DATE

Sincerely,

Michael Mayor

14800 S SPRING ST., GARDENA, CA 90248
TEL (714) 642 6176 E-MAIL: MMAYOR@MAYORUSA.COM

From: Hector Castillo
To: Dusty Garland
Subject: Fwd: Response to Questions from Mayor USA
Date: Friday, January 7, 2022 10:50:52 AM

Hi Dusty.
Please see below the information I received. Thank you.

Hector Castillo, MBA
MLI Leasing, LLC.
mlileasing@mayorusa.com
Office: (424) 295-0262
6285 E Spring St. #279
Long Beach, CA 90808

---------- Forwarded message ---------
From: **Isaac Segovia** <isegovia@morgnerco.com>
Date: Fri, Jan 7, 2022 at 8:39 AM
Subject: Re: Response to Questions from Mayor USA
To: Hector Castillo <mlileasing@mayorusa.com>, Italo D'Alfonso <idalfonso@morgnerco.com>
Cc: Theresa Martinez <tmartinez@morgnerco.com>, <heccastillo1969@gmail.com>, Andrew D'Alfonso <adalfonso@morgnerco.com>, Francisco Rico <frico@morgnerco.com>

Hector,

I'm confirming that our team has communicated directly with Southern California Edison and they have confirmed that SCE can provide enough power to support the infrastructure. However, we need to start the process outlined in the reply to question #2 to initiate request with SCE.

Please advise if you need additional info.

Thanks,
Isaac

> On Jan 7, 2022, at 8:27 AM, Isaac Segovia <isegovia@morgnerco.com> wrote:
>
> Hector,
>
> We did speak with edison representatives about the power but I wasn't in that call so I'll have italo respond.

PRODUCT LEAFLET

Electric Vehicle Infrastructure

Terra 94/124/184 UL DC Fast Charging Station

ABB's Terra all-in-one DC fast chargers offer power up to 180 kW, with convenient charging times for every EV – including those with HV batteries.

The compact, modular design makes it perfect for retail, highway or fleet use, with power sharing to further optimize utilization. All Terra chargers feature connectivity for remote services and OCPP enablement.

The Terra 94/124/184 is available with CCS-only, CCS-dual and CCS+CHAdeMO dual outlets. Cable management options enhance reliability and usability.

Flexible configuration
ABB's Terra DC Fast chargers from 50 kW to 180 kW are designed for the most compact, reliable and future-proof demands. In addition to a range of power selections, Terra chargers can be configured with CCS and CHAdeMO connector cables, in single or dual outlet format. Cable management, payment enablement and connectivity choices also offer owners, operators and site hosts options tailored to the needs of every charging site, from public to fleet needs.

The most reliable, scalable choice
ABB's Terra chargers offer redundant power architecture for the highest uptime in the EV infrastructure industry. Additionally, Terra chargers can meet the needs of high voltage BEVs up to 920V, making these systems fully compatible with all current and future EVs. With a host of configuration options, Terra DC fast chargers are ready to support EV market growth over time.

Power sharing for high utilization
Enabling every business model is critical for EV charging infrastructure. With this goal in mind, ABB has designed the Terra 124 and Terra 184 models with power sharing technology, which is capable of charging two vehicles at the same time. Simultaneous charging can deliver higher utilization for every charging asset, a major key to public and fleet electrification success.

ABB Terra "all in one" chargers are offered from up to 180 kW.

The Terra 124 and 184 models can charge two vehicles at the same time.

Terra 94
one EV
up to
90 kW

Terra 124
one EV
up to
120 kW

Terra 124
two EVs
each up to
60 kW

Terra 184
one EV
up to
180 kW

Terra 184
two EVs
each up to
90 kW

Key features

- A compact, all-in-one charger from 90 kw to 180 kW
- Terra 124 and Terra 184 can fast-charge two vehicles at the same time
- Paralleled power module topology with automatic failover offers high uptime through redundancy
- Delivers output power continuously and reliably over its lifetime
- Flexible configurations include CCS-single, CCS-dual and CCS+CHAdeMO-dual outlets
- Up to 920 VDC for every passenger or fleet EV
- Bright, daylight readable touchscreen display with graphic visualization of charging session
- High short circuit current rating
- EMC Class B certified for safe use at fuel stations, retail centers, offices, and residential-adjacent sites
- Design enables ADA compliant installations
- RFID authorization modes
- Always connected, enabling remote services, updates and upgrades
- Robust all-weather powder-coated stainless steel enclosure
- Quick and easy installation as well as serviceability

Optional features

- Reliable cable management system available as ordered or field upgrade
- Customizable user interface
- Integrated payment terminal
- Web tools for statistics and PIN access management
- Integration with OCPP networks, payment platforms and energy management
- Autocharge and ISO 15118 enabled

Why charging operators and fleets prefer ABB

- ABB offers the most advanced, safe and reliable EV infrastructure and grid connected technologies
- ABB Connected Services enable every business and remote services model
- ABB's decade of EV charging experience and close cooperation with EV OEMs, networks and fleets

Specifications	Terra 94	Terra 124	Terra 184
Electrical			
Maximum output power	90 kW	120 kW or 60 kW x 2	180 kW or 90 kW x 2
AC Input voltage	480Y / 277 VAC +/- 10 % (60 Hz)		
AC input connection	3-phase: L1, L2, L3, GND (no neutral)		
Nominal input current and input power rating	115 A, 96 kVA	153 A, 128 kVA	230 A, 192 kVA
Recommended upstream circuit breaker(s)	150 A	200 A	300 A
Power Factor*	> 0.96		
Current THD*	< 5%		
Short circuit current rating	65 kA		
DC output voltage	CCS-1: 150 - 920 VDC; CHAdeMO: 150 - 500 VDC		
DC output current	CCS-1: 200 A; CHAdeMO: 200 A		
Efficiency*	95%		
Interface and Control			
Charging protocols	CCS1 and CHAdeMO 1.2		
User interface	7" high brightness full color touchscreen display		
RFID system	ISO/IEC 14443A/B, ISO/IEC 15393, FeliCa™ 1, NFC reader mode, Mifare, Calypso, (option: Legic)		
Network connection	GSM/3G/4G modem; 10/100 Base-T Ethernet		
Communication	OCPP 1.6 Core and Smart Charging Profiles; Autocharge		
Supported languages	English (others available on request)		
Environment			
Operating temperature	-35 °C to +55 °C / -31 °F to +131 °F (de-rating characteristics apply at extreme temperatures)		
Recommended storage	-10 °C to +70 °C / 14 °F to +158 °C (dry environment)		
Protection	IP54, NEMA 3R; indoor and outdoor rated		
Humidity	5% to 95%, non-condensing		
Altitude	2000 m (6560 ft)		
General			
Charge cable	6 m (19.6 ft)		
Dimensions (H x W x D)	1900 x 565 x 880 mm / 74.8 x 22.2 x 34.6 in		
Weight	350 kg / 775 lbs	365 kg / 800 lbs	395 kg / 870 lbs
Compliance and safety	UL 2202, CSA No. 107.1-16; UL 2231-1, UL 2231-2, CSA STD C22.2 No. 107.1; NEC Article 625, EN 61851, EN 62196; CHAdeMO 1.2; DIN 70121, ISO 15118; IEC 61000-6-3; EMC Class B, FCC Part 15		

*Data shown at nominal output power

ABB Inc.
950 W Elliott Rd. Suite 101
Tempe, AZ, 85284
United States
Phone: 800-435-7365
E-mail: US-evci@us.abb.com

ABB Inc.
800 Hymus Boulevard
Saint-Laurent, QC H4S 0B5
Canada
Phone: 800-435-7365
E-mail: CA-evci@abb.com

abb.com/evcharging

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9AKK107991A4247 C

From: Dusty Garland
To: Dusty Garland
Subject: FW: Mayor West Coast, LLC
Date: Wednesday, January 12, 2022 7:56:46 PM
Attachments: IMG_0190.PNG
IMG_0874.PNG

From: "Andrew D'Alfonso" <adalfonso@morgnerco.com>
To: Isaac Segovia <isegovia@morgnerco.com>, Theresa Martinez <tmartinez@morgnerco.com>
Cc: Roza Gurevich <rgurevich@morgnerco.com>, Francisco Rico <frico@morgnerco.com>, idalfonso <idalfonso@morgnerco.com>
Sent: 1/12/2022 5:13 PM
Subject: Mayor West Coast

See attached screenshots of SCE and CalEVip applications.
They are under review, with no commitments yet, but at least they can submit this to get their trucks

5:06

sce-te.dsmcentral.com

Search by
Program Name

Find Applications

Sort by
Last Updated: Descending

Group ID: NT4T2CHI5NI5VSO2

Customer MAYOR WEST COAST, LLC
Site 130 LENNON ST, GARDENA, CA, 90248

Application details

Customer-Side Make-Ready Rebate Option

Application Number

00001545000

Created

Jan 12, 2022, 4:21:00 PM PST

Status

Project Draft

Last Updated

Jan 12, 2022, 4:45:20 PM PST

Trouble logging in? Email ChargeReady@sce.com

4:01 PM Wed Jan 12 39%

AA calevip.org

Wo Mail, Weathe... Jan. 6 panel... Ready To Ap... Charge Read... A-01132 | CA...

CAL eVIP Implemented by CSE for the California Energy Commission

Get Started Resources My Account

Thank you for submitting your online application. Your application is being reviewed to confirm eligibility. Please do not take any action in purchasing or installing charging station equipment until rebate funds have been reserved for your application.

A-01132

APPLICATION STATUS

Application Received

Application started on	Milestone payment sent	Final payment sent	Utilization data uploaded
01/12/2022	--	--	--

UPLOAD DOCUMENTS

SITE USE VERIFICATION FORM

Choose File no file selected Upload

Not Uploaded

Please provide a signed Site Verification form. View Sample Supporting Documents

REBATE INFORMATION

Organization name
Mayor West Coast LLC

Incentive project
Southern California Incentive Project

Site location
14800 S Spring St
GARDENA, CA 90248

Rebate eligible equipment
Tellus Power DC Fast Charger 60kW - New (10)

Total rebate amount
$320,000.00

Andrew
Sent from my iPhone

P_BV_USA_ENG_0006 - Revision 12/17

PETERBILT MOTORS COMPANY
LIMITED WARRANTY AGREEMENT
Class 8 Standard Service (On-Highway) Warranty
UNITED STATES

THIS LIMITED WARRANTY AGREEMENT ("AGREEMENT") LISTS THE RESPECTIVE RIGHTS AND RESPONSIBILITIES OF YOU AND PETERBILT MOTORS COMPANY ("PETERBILT "). PLEASE READ THIS LIMITED WARRANTY CAREFULLY.

Peterbilt warrants directly to you that the Peterbilt vehicle ("Vehicle") identified below will be free from defects in materials and factory workmanship ("Warrantable Failures") appearing under normal commercial use and service during the time or mileage limitations set forth in the attached Warranty Schedule (dated 11/09). **The Vehicle warranty extends only to you, the First Purchaser.**

YOUR SOLE AND EXCLUSIVE REMEDY AGAINST PETERBILT ARISING FROM YOUR PURCHASE AND USE OF THIS VEHICLE IS LIMITED TO THE REPAIR OR REPLACEMENT OF "WARRANTABLE FAILURES" AT AUTHORIZED UNITED STATES AND CANADIAN PETERBILT DEALERS, SUBJECT TO KENWORTH'S TIME AND MILEAGE LIMITATIONS LISTED IN THE ATTACHED VEHICLE ONLY WARRANTY SCHEDULE. The maximum time and mileage limitations in the Warranty Schedule begin on the Date of Delivery to the First Purchaser, as shown below. **The accrued time and mileage is calculated when this Vehicle is brought into an Authorized Dealer for correction of Warrantable Failures.**

WARRANTY DISCLAIMER AND LIMITATIONS OF LIABILITY

This limited warranty is the sole warranty made by Peterbilt . Except for the above limited warranty, Peterbilt makes no other warranties, express or implied. PETERBILT EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

IT IS AGREED THAT PETERBILT SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO: LOSS OF INCOME OR LOST PROFITS; VEHICLE DOWNTIME; THIRD PARTY DAMAGE, INCLUDING DAMAGE OR LOSS TO OTHER VEHICLES OR PROPERTY, ATTACHMENTS, TRAILERS AND CARGO; LOSS OR DAMAGE TO PERSONAL CONTENTS; COMMUNICATION EXPENSES; LODGING AND/OR MEAL EXPENSES; FINES; APPLICABLE TAXES OR BUSINESS COSTS OR LOSSES; ATTORNEY'S FEES; AND ANY LIABILITY YOU MAY HAVE IN RESPECT TO ANY OTHER PERSON OR ENTITY.

The following components may be warranted directly to you by their respective manufacturers and are NOT warranted by Peterbilt: engine and engine accessories, Allison automatic transmission, fifth wheel, tires, wheels and rims, tubes, pintle hook, hitch, batteries not listed in the Vehicle Schedule, refrigerator, trade accessories (such as fire extinguishers, chains, emergency kits, and tools), customer-furnished components installed by the Peterbilt factory, and items not installed by the Peterbilt factory at the time of the Vehicle's manufacture.

Peterbilt does not warrant antifreeze, lubricants, bulbs, fuses, filters, mud-flaps, winter front, wiper nozzles, wiper blades, filter elements, or any other part which is considered a maintenance item.

You are responsible for the safe operation and maintenance of the Vehicle, as specified in the applicable Operator's Manuals. You are responsible for providing proof that all recommended inspections and maintenance have been performed. Before the expiration of the applicable warranty, you must notify an Authorized Dealer of any Warrantable Failures and make the Vehicle available for repair by such Authorized Dealer. You are responsible for delivery of the Vehicle to the Authorized Dealer. Locations in the United States and Canada of authorized Peterbilt dealers may be found on WWW.PETERBILT.COM.

PETERBILT IS NOT RESPONSIBLE FOR WEAR AND TEAR OR WEAROUT OF COVERED PARTS, storage deterioration, or changes in adjustment resulting from your use of the Vehicle. This includes, but is not limited to, wear or damage to brake and clutch linings, clutch brake, belts, upholstery, wheel balancing or axle alignment. This list is offered as an example only and shall not be construed as all inclusive.

Peterbilt does not warrant metallic chassis (frame) paint. Peterbilt is not responsible for paint chipping or fading, peeling paint from frame bolts relating to maintenance, paint peeling from road chemical or salt damage, or corrosion caused by damage to a cab, hood, or sleeper panel or to finish paint.

Damage due to accident, misuse, abuse, neglect, negligence, improper or insufficient maintenance, or unauthorized modification is not warranted. All warranties are null and void should a Vehicle be converted to a motor coach, motor home, or recreational vehicle.

Vibrations, squeaks, and unusual noises, rattles, loose nuts/bolts can develop during the early use of the vehicle. Peterbilt will make the necessary adjustments under warranty up to the earlier of the first 25,000 miles or the first 90 days after the Date of Delivery.

Parts used to repair a Warrantable Failure may be new parts, approved remanufactured parts, or repaired parts. Peterbilt is not responsible for failures resulting from the use of parts not approved by Peterbilt. A new or approved remanufactured part used to repair a Warrantable Failure assumes the identity of the part it has replaced and is entitled to the remaining warranty coverage, if any.

Vehicle Telematics Subscription. Your Peterbilt vehicle may include an activated subscription service that records and sends diagnostic and system data from your vehicle to Peterbilt and selected suppliers and service providers for the purpose of assuring that your vehicle is operating properly, and to permit us to communicate with you regarding Vehicle Information. The Vehicle Information that we collect will also help us improve our vehicles in the future, and enable us to locate your vehicle under certain limited circumstances. Peterbilt and its suppliers and service providers have implemented information and data security controls to safeguard the Vehicle Information we collect. By using the subscription services, you consent to the collection and use of the Vehicle Information in the manner described by Peterbilt and its suppliers and service providers. If you choose not to allow Peterbilt access to your data, you may suspend your subscription by contacting an authorized PACCAR dealer.

Parts used to repair a Warrantable Failure may be new parts, approved remanufactured parts, or repaired parts. Peterbilt is not responsible for failures resulting from the use of parts not approved by Peterbilt. A new or approved remanufactured part used to repair a Warrantable Failure assumes the identity of the part it has replaced and is entitled to the remaining warranty coverage, if any.

Peterbilt is not responsible for towing or roadside assistance should there be a defect in the Vehicle. Peterbilt is not responsible for damage or loss resulting from engine horsepower/torque upgrades.

Peterbilt reserves the right to inspect and download data from the Vehicle and Engine Electronic Control Modules (ECM) for purposes of failure analysis.

TIME LIMIT ON COMMENCING LEGAL ACTION / OTHER TERMS

It is agreed that you have 12 months from the accrual of the cause of action to commence any legal action arising from the purchase or use of the Vehicle, or be barred forever.

To the extent any provision of this limited warranty is found to contravene the law of any jurisdiction, the remainder of the warranty shall not be affected therby.

Customer Initials _____

P_BV_USA_ENG_0006 - Revision 12/17

PETERBILT MOTORS COMPANY
Class 8 Standard Service (On-Highway) Warranty Schedule
UNITED STATES
VEHICLE ONLY

THIS VEHICLE WARRANTY SCHEDULE APPLIES ONLY TO ORIGINAL FACTORY EQUIPMENT AND IS SUBJECT TO THE TERMS AND LIMITATIONS IN THE ATTACHED LIMITED WARRANTY AGREEMENT. Pursuant to the terms of the attached Limited Warranty Agreement, Peterbilt Motors Company will pay warranty claims for Warrantable Failures within the following maximum limits in time or mileage, **whichever shall occur first**. The Warrantable Failure must be brought to the attention of an Authorized Dealer within 30 days of discovery.

	MONTHS	MILES
Basic Vehicle This coverage applies to the basic highway Vehicle, except for additional coverage and warranty exclusions.	12	100,000
Major Components Eaton, Meritor & Dana Spicer front axle (beam, spindles, kingpin & kingpin bushings, steering arm, tie rod & tie rod arms). Eaton, Meritor & Dana Spicer rear axle, differential assembly, axle shafts & axle housing. Manual transmissions Eaton Auto Shift transmission Bendix and Meritor brakes, brackets, cam shafts, spiders and slack adjusters (excludes Air Disc Brakes). Structural components of the cab, hood, hood half fenders, and sleeper. Sheppard and TRW Steering gears	36	300,000
PACCAR Major Components		
Rear Axle 40K Line Haul	60	750,000
Rear Axle 40K Regional Haul or Pickup & Delivery	24	Unlimited
Front Axle - All Applications (Incl. Severe Service)	60	750,000
8-Speed Transmission & Torque Converter Without PTO - All Applications	48	Unlimited
8-Speed Transmission & Torque Converter With PTO - All Applications	36	Unlimited
12-Speed Transmission - All Applications	60	750,000
12-Speed Clutch - All Applications	36	350,000
Frame, Gussets, Crossmembers and Cab Corrosion Frame rails, gussets, and crossmembers. Cab, hood, and sleeper perforation caused by corrosion from within. This warranty does not apply to corrosion caused by damage to a cab, hood, and sleeper panel or to finish paint.	60	500,000
Other Coverage		
SmartLINQ+ Components Modem, antenna, and related remote diagnostic equipment. Coverage subject to maximum limits in time or mileage identified in this warranty agreement or, where applicable, for such greater time and mileage limit identified in any Extended Basic Vehicle, Extended MX Comprehensive, or MX Aftertreatment warranties covering the vehicle.	24	Unlimited
PACCAR Batteries - Charge and Start System	12	100,000
Gaskets and Wheel Seals	12	50,000
Cab, Hood & Sleeper Paint	12	100,000
Frame Paint – Black only	12	100,000
Frame Paint – All colors other than black	6	50,000
Frame Paint – Logger, Mixer, Dump, Refuse, Oil Field & Construction applications	3	25,000

K_BE_USA_ENG_0005 - Revision 05/21

PETERBILT MOTORS COMPANY
Heavy Duty Warranty Schedule
UNITED STATES
Battery Electric Powertrain ONLY

THIS BATTERY ELECTRIC POWERTRAIN WARRANTY SCHEDULE APPLIES ONLY TO ORIGINAL FACTORY EQUIPMENT AND IS SUBJECT TO THE TERMS AND LIMITATIONS IN THE ATTACHED LIMITED WARRANTY AGREEMENT. Pursuant to the terms of the attached Limited Warranty Agreement, Peterbilt Motors Company will pay warranty claims for Warrantable Failures within the following maximum limits in time or mileage, **whichever shall occur first**. The Warrantable Failure must be brought to the attention of an Authorized Dealer within 30 days of discovery.

	MONTHS	MILES
Battery Electric Powertrain System [All other components not listed below] This coverage applies to the electric powertrain system, except for additional coverage and warranty exclusions.	12	100,000
eAxle Motor/Transmission/Carrier	36	300,000
ePowertrain	36	300,000
eAccessory Systems Air Compressor and Motor Power Steering Hydraulic Pump and Motor HVAC Compressor and Motor HVAC Heater and Pump	36	300,000
eControls Inverter Charger Unit (ICU) Powertrain Control Module (PCM) Supervisory Control Module (SCM) DC/DC Converter Cooling System Pump, Fans, Hoses, Radiator High Voltage Cables / Wiring Harness Charging Port	36	300,000
Battery / Energy Storage System (ESS) Battery Chiller	60	**500,000** - OR - 80% State of Charge *

* Note: 'Battery State of Charge' shall be confirmed by connecting the designated Service Tool.

RUSH TRUCK CENTERS

RUSH TRUCK CENTER, LOS ANGELES
8830 E. SLAUSON AVE,
PICO RIVERA CA US 90660-4439
800-776-3647

*** www.rushtruckcenters.com ***

QUOTE DATE	
01/13/2022 06:35:23 PM	
INVOICE NUMBER	
CUSTOMER NO.	BRANCH
200000	1204
PAGE:1 of 2	

PARTS QUOTE

SOLD TO:
MLI LEASING, LLC
17214 S FIGUERA ST
GARDENA CA 90248-0000

MLI LEASING, LLC
17214 S FIGUERA ST
GARDENA CA 90248-0000

****Picked Up By Customer****

ANY WARRANTIES ON THE PRODUCT SOLD HEREBY ARE THOSE MADE BY THE MANUFACTURER. THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES,EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION OF THE SALE OF SAID PRODUCTS. ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS BILL. NO REFUNDS AFTER 30 DAYS. ELECTRICAL PARTS ARE NOT RETURNABLE. ALL SUMS OWING BY THE CUSTOMER ARE DUE AND PAYABLE AT THE STREET ADDRESS SET FORTH ABOVE. I REPRESENT THAT I AM THE CUSTOMER OR AM ACTING AS A DULY AUTHORIZED AGENT OF AND HAVE AUTHORITY TO BIND THE CUSTOMER. CUSTOMER PROMISES TO PAY THE AMOUNT SHOWN HEREON, TOGETHER WITH OTHER CHARGES DUE, IF ANY, IN ACCORDANCE WITH THE CUSTOMER'S CHARGE AGREEMENT WITH YOU.

CUSTOMER-PO	REFERENCE	MAIN-NUMBER	CUSTOMER-ADVISOR
	33413702	424-295-0262	12004/

SO ITEM#	SALES QTY	PART NUMBER	DESCRIPTION	CORE	SPCL ORD/ BACKORD	UNIT RATE	UOM	EXTENSION	BIN LOC
Ship Method: Pickup Phone: 424-295-0262									
10	6	CM120-1-002:AB3	CHARGEMAX 120 KW, 2X CCS1	NS		72529.57	EA	435177.42	
20	12	EVOPT-0004:AB3	CHARGEMAX CABLE MANAGEMENT - 1 PER CABLE	NS		1819.22	EA	21830.64	
30	12	EVSW-1-002:AB3	2 YEAR DRIVER CARE - 5 LICENSES	NS		339.15	EA	4069.80	
40	6	EVSLA-1-001:AB3	2 YEAR SERVICE LEVEL AGREEMENT			0.02	EA	0.12	
50	12	EVSW-1-001:AB3	2 YEAR REMOTE DIAGNOSTICS & UPDATES	NS		0.02	EA	0.24	
60	6	EVWAR-1-001:AB3	2 YEAR WARRANTY(PARTS/LABOR,NOT PREV MAI	NS		0.02	EA	0.12	
70	6	EVACT-0003:AB3	ACTIVATION OF CM 120KW & 180KW			0.02	EA	0.12	

Customer or Customer's Agent X _____

PAYMENTS ARE DUE ON OR BEFORE THE 10TH OF THE MONTH.ACCOUNTS WILL BE CONSIDERED PAST DUE BY THE 25TH OF EACH MONTH. NO ORDERS WILL BE PROCESSED IF PAYMENT IS NOT RECEIVED BY THE 25TH.

TERMS
PARTS QUOTE

RUSH TRUCK CENTERS

RUSH TRUCK CENTER, LOS ANGELES
8830 E. SLAUSON AVE,
PICO RIVERA CA US 90660-4439
800-776-3647

*** www.rushtruckcenters.com ***

QUOTE DATE	
01/13/2022 06:35:23 PM	
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CUSTOMER NO.	BRANCH
200000	1204
PAGE:2 of 2	

PARTS QUOTE

SOLD TO:
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CUSTOMER-PO	REFERENCE	MAIN-NUMBER	CUSTOMER-ADVISOR
	33413702	424-295-0262	12004/

SO ITEM#	SALES QTY	PART NUMBER	DESCRIPTION	CORE	SPCL ORD/ BACKORD	UNIT RATE	UOM	EXTENSION	BIN LOC

REMIT TO:
Rush Administrative Services
Rush Enterprises, Inc.
P.O. Box 34630
San Antonio TX 78265-4630

SUBTOTAL	461078.46
SALES TAX	47260.53
DOWNPAYMENT	
BALANCE DUE	508338.99

All parts are new unless specified otherwise

Ship Method: Pickup
Phone: 424-295-0262
Quote is valid thru 01/28/22

Authorization; Charges. I represent that I am the purchaser, or am acting as a duly authorized agent of and have authority to bind the purchasing ("customer"). Quotations on parts and labor are current and subject to change. I understand that you will have a lien on the purchased part and on the Vehicle to which it is attached in the event I fail to pay the parts charges when due. I understand that all charges are due and payable by me at the Rush truck center location indicated above.

Disclaimer of Warranties; Returns/Refunds. ANY WARRANTIES ON THE PRODUCTS SOLD HEREBY ARE THOSE MADE BY THE MANUFACTURER. THE RUSH TRUCK CENTER OR RUSH TRUCK LEASING FACILITY LISTED ABOVE ("DEALER") HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THE PRODUCTS OR SERVICES SOLD HEREBY. DEALER NEITHER ASSUMES FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF SAID PRODUCT OR SERVICES. ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS DOCUMENT. NO REFUNDS AFTER 30 DAYS. ELECTRICAL PARTS ARE NOT RETURNABLE. CORE PARTS MUST BE RETURNED IN THEIR ORIGINAL BOX. PART RETURNS MAY BE SUBJECT TO A RESTOCKING FEE.

Miscellaneous. Replaced parts will not be returned to CUSTOMER unless requested in writing by CUSTOMER at the time of repair. I agree that you are not responsible for loss or damage to (i) my Vehicle, (ii) articles left in the Vehicle or (iii) trailers (and cargo contained in trailers), whether such trailers are attached to or detached from the Vehicle, in case of fire, theft or any other cause beyond your control. I agree you are not responsible for any delays in repairs or any downtime, including without limitation delays or downtime caused by the unavailability of parts or delays in parts shipments by the supplier or transporter. Should there be a need for you to move or test drive my vehicle I hereby grant you and/or your employees permission to operate the Vehicle on streets, highways or elsewhere for the purpose of testing, inspection and/or delivery.

SUBTOTAL	TAX STATUS/STATE	SALES TAX	PLEASE PAY
461078.46	TAXABLE/CA	47260.53	508338.99

Customer or Customer's Agent X _____

PAYMENTS ARE DUE ON OR BEFORE THE 10TH OF THE MONTH.ACCOUNTS WILL BE CONSIDERED PAST DUE BY THE 25TH OF EACH MONTH. NO ORDERS WILL BE PROCESSED IF PAYMENT IS NOT RECEIVED BY THE 25TH.

TERMS
PARTS QUOTE
CASH

Los Angeles CA
8830 E Slauson Ave.
Pico Rivera, CA 90660
562-566-1800

Customer Proposal Letter

MLI Leasing, LLC
17214 S. Figueroa St.
Gardena, CA 90248
(424) 295-0262

Michael Mayor, thank you for the opportunity to earn your business. We look forward to working with you on your business needs. Please accept the following proposal.

VEHICLE

Make Peterbilt Model 579EV Year 2023 Stock Number To Be Determined

Additional Vehicle and Accessories Description To be delivered on or about 7/1/2022

Electric Truck, 190" Wheel Base, Flex Air Suspension, price includes F.E.T. **** Local sales tax and licensing fee To Be Determined***

		Total
Quantity	12	
Truck Price per Unit	$402,479.00	$4,829,748.00
F.E.T. (Factory & Dealer Paid)	$44,559.00	$534,708.00
Net Sales Price	$447,038.00	$5,364,456.00
Optional Extended Warranty(ies)		
State Sales Tax		
Documentary Fee	$80.00	$960.00
Electronic Filing	$30.00	$360.00
Administration Fee	$250.00	$3,000.00
Vehicle Inventory Tax		
Additional Taxes		
Tire Recycling Program	$17.50	$210.00
Battery Disposal Fee		
Out of State Vehicle Fee		
Rebate(s)		
Total Sales Price (Including Rebate(s))	$447,415.50	$5,368,986.00
Trade Allowance (see DISCLAIMER Below)		$0.00

Sales Representative — signature: David Schafer — printed name

Purchaser — signature — printed name

signature — printed name

title — date

Accepted by Sales Manager or General Manager — signature — printed name

Quote good until 3/31/2022

Note: The above Customer Proposal is a quotation only. Sale terms subject to approval of Sales Manager of Dealer.

DISCLAIMER: Any order based on this Proposal subject to Customer executing Dealer's standard form Retail Purchase Order incorporating above terms. Any documentary fees, state tax, title, registration and license fees subject to adjustment and change. Actual F.E.T. to be paid by Dealer, subject to adjustment. Any F.E.T. variance will be responsibility of Dealer. Manufacturer has reserved the right to change the price to Dealer of any vehicle not currently in Dealer's stock, without notice to Dealer. If Quoted Vehicle(s) not currently in Dealer's stock, Dealer reserves right to change Quotation Total to reflect any price increases from Manufacturer. This Proposal is based upon Dealer's current and expected inventory, which is subject to change. Dealer not obligated to retain any specific vehicles in stock, nor maintain any specific inventory level. Dealer shall not be obligated to fulfill Proposal in event quoted vehicle(s) not in stock or available within requested delivery schedule at time Proposal accepted. Dealer shall not be liable for any delay in providing or inability to provide Quoted Vehicle(s), where such inability or delay is due, in whole or in part, to any cause beyond the reasonable control of Dealer or is without the gross negligence or intended misconduct of Dealer. Above listed Trade Value based upon current appraisal of Trade Vehicle(s). Dealer may adjust Trade Value of Trade Vehicle(s) to reflect changes in condition and/or mileage of Trade Vehicle(s) between date of current appraisal and acceptance of this Proposal by Customer.

RTC Q-300-7/12

ADMINISTRATIVE DOCUMENTS

AFFIDAVIT OF COMPANY STATUS

"The undersigned declares under penalty of perjury pursuant to the laws of the State of California that the following information and information contained on **the attached Consultant Description Form** is true and correct and includes all material information necessary to identify and explain the operations of

LEIAS INC. LLC.

Name of Firm

as well as the ownership and location thereof. Further, the undersigned agrees to provide complete and accurate information regarding ownership in the named firm, and all of its domestic and foreign affiliates, any proposed changes of the ownership and to permit the audit and examination of firm ownership documents, and the ownership documents of all of its domestic and foreign affiliates, in association with this agreement."

(1) **Small/Very Small Business Enterprise Program:** Please indicate the ownership of your company. Please check all that apply. At least one box must be checked:

☐SBE ☐VSBE ☒MBE ☐WBE ☐DVBE ☐OBE

- A Small Business Enterprise (SBE) is an independently owned and operated business that is not dominant in its field and meets criteria set forth by the Small Business Administration in Title 13, Code of Federal Regulations, Part 121.
- A Very Small Business Enterprise (VSBE) is (1) a small business that has average annual gross receipts of $5,000,000 or less within the previous three years, or (2) a small business manufacturer with 25 or fewer employees.
- A Minority Business Enterprise (MBE) is defined as a business in which a minority owns and controls at least 51% of the business. A Woman Business (WBE) is defined as a business in which a woman owns and controls at least 51% of the business. For the purpose of this project, a minority includes:
  - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
  - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
  - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, The Indian Subcontinent, or the Pacific Islands); and
  - (4) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
- A Disabled Veteran Business Enterprise (DVBE) is defined as a business in which a disabled veteran owns at least 51% of the business, and the daily business operations are managed and controlled by one or more disabled veterans.
- An OBE (Other Business Enterprise) is any enterprise that is neither an SBE, VSBE, MBE, WBE, or DVBE.

(2) **Local Business Enterprise:** Please indicate the Local Business Enterprise status of your company. Only one box must be checked:

[X] LBE [ ] Non-LBE

- A Local Business Enterprise (LBE) is: (a) a business headquartered within Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties; or (b) a business that has at least 50 full-time employees, or 25 full-time employees for specialty marine contracting firms, working in Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties. "Headquartered" shall mean that the business physically conducts and manages all of its operations from a location in the above-named counties.
- A Non-LBE is any business that does not meet the definition of a LBE.

Signature: Michael Meyer

Printed Name: Michael MAYER

Title: President

Date Signed: 1/5/2022

Consultant Description Form

PRIME CONSULTANT:

Contract Title: 586 - Zero Emissions Drayage Pilot Truck Program

Business Name: MLI Leasing, LLC LABAVN ID#: 201688

Award Total: $ 3,000,000

Owner's Ethnicity: Hispanic Gender M Group: SBE VSBE MBE WBE DVBE OBE (Circle all that apply)

Local Business Enterprise: YES X NO ____ (Check only one)

Primary NAICS Code: 484110

Address: 17214 S Figueroa St

City/State/Zip: Gardena, CA 90248

County: Los Angeles County

Telephone: (714) 642-6176 FAX: ( ) ____

Contact Person/Title: Michael Mayor - President - MLI Leasing, LLC

Email Address: MMayor@mayoru a.cm

SUBCONSULTANT:

Business Name: Peterbilt Motors Company LABAVN ID#: 201674

Award Total: (% or $): 0

Services to be provided: OEM to provide trucks for Pilot Program to MLI Leasing, LLC

Owner's Ethnicity: N/A Gender N/A Group: SBE VSBE MBE WBE DVBE OBE (Circle all that apply)

Local Business Enterprise: YES ____ NO X (Check only one)

Primary NAICS Code: 336120

Address: 1700 Woodbrook St

City/State/Zip: Denton, TX 76205

County: Denton

Telephone: (940) 591-4223 FAX: ( ) ____

Contact Person/Title: Dusty Garland - Grant Writer

Email Address: Dusty.Garland@PACCAR.com

SUBCONSULTANT:

Business Name: ____ LABAVN ID#: ____

Award Total: (% or $): ____

Services to be provided: ____

Owner's Ethnicity: ____ Gender ____ Group: SBE VSBE MBE WBE DVBE OBE (Circle all that apply)

Local Business Enterprise: YES ____ NO ____ (Check only one)

Primary NAICS Code: ____

Address: ____

City/State/Zip: ____

County: ____

Telephone: ( ) ____ FAX: ( ) ____

Contact Person/Title: ____

Email address: ____

EXHIBIT G

FORM 50

Bidder Certification

Los Angeles City ETHICS COMMISSION

This form must be submitted with your bid or proposal to the City department that is awarding the contract noted below. If you have questions about this form, please contact the Ethics Commission at (213) 978-1960.

☒ Original Filing ☐ Amendment: Date of Signed Original_____. Date of Last Amendment_____.

Reference Number (Bid, Contract, or BAVN)	Awarding Authority (Department awarding the contract)
ZERO EMISSION DRAYAGE TRUCK PILOT PROGRAM	CITY OF LOS ANGELES HARBOR DEPARTMENT
Bidder Name: MLI LEASING, LLC	
Address: 6285 E SPRING ST. STE 279, LONG BEACH, CA 90808	
Email Address: MMAYOR@MAYORUSA.COM MLILEASING@MAYORUSA.COM	Phone Number: 714-642-6176

Certification

I certify the following on my own behalf or on behalf of the entity named above, which I am authorized to represent:

A. I am applying for one of the following types of contracts with the City of Los Angeles:

1. A goods or services contract with a value of more than $25,000 and a term of at least three months;
2. A construction contract with any value and duration;
3. A financial assistance contract, as defined in Los Angeles Administrative Code § 10.40.1(h), with a value of at least $100,000 and a term of any duration; or
4. A public lease or license, as defined in Los Angeles Administrative Code § 10.40.1(i), with any value and duration.

B. I acknowledge and agree to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if I qualify as a lobbying entity under Los Angeles Municipal Code § 48.02.

I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information in this form is true and complete.

Michael Mayor

Name MICHAEL MAYOR

MANAGER

Title MANAGER - MEMBER

Signature

01/05/2022

Date

FORM 55

Prohibited Contributors
(Bidders)

Los Angeles City ETHICS COMMISSION

This form must be completed in its entirety and submitted with your bid or proposal to the City department that is awarding the contract. Failure to submit a completed form may affect your bid or proposal. If you have questions about this form, please contact the Ethics Commission at (213) 978-1960.

[X] Original Filing [ ] Amendment: Date of Signed Original _____ Date of Last Amendment _____

Reference Number (Bid, Contract, or BAVN): ZERO EMISSION DRAYAGE TRUCK PILOT Date Bid Submitted: _____

Contract Description (Title of the RFP or City contract solicitation and description of the services to be provided):
ZERO EMISSIONS DRAYAGE TRUCK PILOT PROGAM

Awarding Authority (Department awarding the contract): CITY OF LOS ANGELES HARBOR DEPARTMENT

Bidder Name: MLI LEASING, LLC

Bidder Address: 6285 E SPRING ST STE 279, LONG BEACH, CA 90808

Bidder Email Address: MMAYOR@MAYORUSA.COM Bidder Phone Number: 714-642-6176

Schedule Summary

Please complete all three of the following:

	Yes	No
1. **SCHEDULE A — Bidder's Principals** *(check one)* The bidder has one or more **PRINCIPALS**, as defined in LAMC § 49.7.35(A)(6). At least one principal is required for entities. *(If you check "Yes", Schedule A is required.)*	[X]	[ ]
2. **SCHEDULE B — Subcontractors and Their Principals** *(check one)* The bidder has one or more **SUBCONTRACTORS** on this bid or proposal with subcontracts worth $100,000 or more. *(If you check "Yes", Schedule B is required.)*	[ ]	[X]

3. **TOTAL NUMBER OF PAGES SUBMITTED** (including this cover page): _____

Certification

I certify the following under penalty of perjury under the laws of the City of Los Angeles and the state of California: A) I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter § 470(c)(12) and any related ordinances; B) I understand that I must amend this form within ten business days if any information changes; C) I am the bidder named above or I am authorized to represent the bidder named above, and my name appears below; and D) The information provided in this form is true and complete to the best of my knowledge and belief.

MICHAEL MAYOR
Name

MANAGER-MEMBER
Title

Signature

1/6/2022
Date

MLI LEASING, LLC

To the Port and City of Los Angeles and Staff: January 17, 2022

MLI Leasing, LLC, Mayor West Coast, LLC, and Michael Mayor, President of both companies, hereby acknowledge the Standard Contract Provisions set forth in the request for proposal for the Zero Emissions Drayage Truck Pilot Program. Mayor has read, reviewed with legal counsel, and understands the provisions set forth by the Standard Contract Provisions. We accept the terms exactly as set forth in the request for proposal.

Sincerely,

Michael Mayor
President
MLI Leasing, LLC

17214 S FIGUEROA ST., GARDENA CA 90248
OFFICE (424) 295-0262 E-MAIL: MLILEASING@MAYORUSA.COM

EXHIBIT B

SCOPE OF WORK

This Agreement is part of the ZE 25 Program, which is intended to sponsor pilot demonstrations of ZE drayage trucks in critical local drayage operations at the Port of Los Angeles. As described in MLI Leasing, LLC's (Grantee) Proposal (Exhibit A), Grantee shall purchase, deploy, and demonstrate in drayage service twelve (12) of Zero Emission drayage trucks. Grantee will be responsible for ensuring that the project team, consisting of the Licensed Motor Carrier(s) and Original Equipment Manufacturer(s) described in Grantee's Proposal, meets the following requirements throughout the duration of the Agreement.

1. **Project Partner Obligations**

- Participating LMC(s)
  - must be a Port of Los Angeles Concessionaire in good standing and registered in the Ports Drayage Truck Registry (PDTR). Project trucks shall, in addition to being registered in the PDTR: have a valid, activated, and properly registered radio-frequency identification tag in advance of deployment.

  - shall purchase, own and insure the ZE trucks described in the Proposal (with Harbor Department as additional insured) as part of their fleet. The Harbor Department shall be listed as Lienholder while Agreement obligations remain outstanding.

  - Install/secure access to charging and/or fueling Infrastructure required to support this ZE truck deployment as described in the Proposal.

  - shall, in the timeframe set forth below, sign a Labor Peace Agreement (LPA) with a labor organization. See Section 4 below for details.

  - shall commit to operating the ZE drayage trucks for the duration of the agreement term.

- Participating OEM(s)
  - shall work with the chosen technology or fueling provider and lead LMC in order to ensure the charging/fueling infrastructure, as detailed in the high-level infrastructure plan, is compatible with the ZE trucks.

  - shall provide a bumper-to-bumper warranty on the trucks during the performance period. Warranty details shall be included in the initial deployment report submitted to City, described in the Estimated Schedule section below.

2. Demonstration Guidelines

Grantee will be required to operate and report on the deployed trucks in accordance with the following parameters:

- Truck purchase orders shall be placed no later than five business days after agreement execution.
- 100% of participating truck hours of operation must be spent servicing port drayage.
- A deployment report shall be submitted upon the commencement of demonstration of all trucks described in the Proposal.
- Monthly reporting for the first year of the demonstration period shall be required of the project leader.
- A demonstration summary report will be required at the end of the full demonstration period.
- A final report will be required at the end of the 3-year commitment. Reporting guidelines are described in Section 2.2.4 below.
- Project trucks will be expected to average at a minimum of fifty (50) revenue service drayage trips to the ports per year of demonstration, for a total of one hundred fifty (150) trips over the Term. At least half of these trips (25) must take place in the Port of Los Angeles, seventy-five (75) over the Term.

3. REPORTING GUIDELINES

Grantee will be responsible for submission of all required reporting to City according to the guidelines described here and Estimated Schedule below.

A. DEPLOYMENT REPORT

A deployment report shall be submitted upon the commencement of demonstration of all described in Exhibit A. This report will include proof of receipt of all described in Exhibit A, planned shift utilization and anticipated routes for each truck, and description of the final charging/fueling plan.

B. INTERIM REPORTS

Following the deployment report, Grantee shall submit interim reports to City on a monthly basis for the first year of demonstration. Each report submitted to City shall include the following data on the demonstration of the deployed trucks for the preceding month of operation:

Metric	Unit	Method
Port Calls	#	Driver manifests, including origin/destination data
Vehicle Miles Traveled	miles	Mileage logs
Driver/Fleet Experience Surveys	--	Field forms
Electricity Charged	kWh	Charging Summary Report
Hydrogen Fueled	kg	LMC records
Infrastructure Up-Time	hrs	Infrastructure maintenance report
Vehicle Hours of Operation	hrs	Onboard data logger
Vehicle Downtime	days	Maintenance report
Vehicle Maintenance Inspections/Findings	--	Vehicle maintenance report

Notes:
kWh = Kilowatt hour
kg = kilograms
hrs = hours

Reports will be required to be submitted monthly for the first twelve (12) months of operation and quarterly through the remainder of the contract. Each annual report for the Grant Vehicle is due within thirty (30) days following each Effective Date.

C. FINAL REPORT

A final report covering the entire project shall be submitted at the end of the project including all above information and a qualitative summary of the performance and overall LMC experience.

4. LABOR PEACE AGREEMENT

As a condition precedent to any award (which award is subject to applicable law, including but not limited to CEQA), the selected participating LMC(s) shall, in the timeframe set forth below shall sign a Labor Peace Agreement (LPA) with a labor organization as defined by 29 USC Section 152(5) that represents the employees of the proposer, or, if no labor organization represents the LMC's employees, any labor organization that seeks to represent employees at the premises to be covered by the contract. A selected LMC with employees represented by a labor organization shall have 30 days to sign an LPA from the time the Harbor Department staff informs the proposal team that it has been selected. If the selected LMC's employees are not represented by a labor organization and before the Harbor Board's approval of the contract(s), a labor organization informs the selected LMC of its intent to represent the workers, then the Harbor Board's consideration of the contract shall be delayed until the selected LMC signs an LPA, which the selected LMC must sign within 30 days from the time the labor organization informs the selected LMC of its intent to represent the

workers. If the selected LMC fails to sign an LPA within the allotted 30 days, its proposal shall be deemed non-responsive to the RFP.

If after the Harbor Board approves this contract a labor organization informs the selected LMC(s) of its interest in representing the LMC's workers, the LMC shall sign an LPA with that labor organization within 30 days of the time the labor organization first informed the selected LMC(s) of its interest in representing the LMC's workers. Failure to sign an LPA within the allotted time shall constitute a material breach of the contract.

The LPA shall prohibit the labor organizations and their members from engaging in picketing, work stoppages, boycotts or other economic interference with entities conducting business on the premises for the duration of the contract.

This provision does not: 1. require the selected LMC(s) to recognize a particular labor organization; 2. require the selected LMC(s) to enter into a collective bargaining agreement establishing the substantive terms and conditions of employment; 3. enact or express any generally applicable policy regarding labor/management relations or regulate those relations in any way; or 4. provide a preference for any outcome in the determination of worker preference regarding representation.

5. FUNDING DETAILS

These funds are intended to directly support the purchase of the trucks described in Schedule 2 at a rate of up to $300,000 per funded truck for a total funding opportunity of $3,000,000. Funds will be disbursed as two payments directly tied to the ten funded trucks:

- $2,500,000 upon approval of the Deployment Report.
- $500,000 upon approval of the Final Report.

All trucks to be deployed under this project are identified in Exhibit A to this agreement.

ESTIMATED SCHEDULE

Payment	Description	Estimated Schedule
Payment #1 **$2,500,000**	Receipt and Approval of Deployment Report **Deliverables: Deployment Report**	1 Quarter 2023
Payment #2 **$250,000**	Completion of first year monthly reporting requirement **Deliverables: 12 approved interim reports**	1 Quarter 2024
Payment #3 **$250,000**	Approval of Final Report **Deliverables: Final Report**	4 Quarter 2025