BENEFICIARY ELIGIBLE MITIGATION ACTION CERTIFICATION

Beneficiary Cherokee Nation

Lead Agency Authorized to Act on Behalf of the Beneficiary: Office of the Secretary of Natural Resources

(Any authorized person with delegation of such authority to direct the Trustee delivered to the Trustee pursuant to a Delegation of Authority and Certificate of Incumbency)

Action Title:	Cherokee Nation's 3rd Round Zero Emission Project
Beneficiary's Project ID:	Cherokee Nation's 3rd Round Zero Emission Project
Funding Request No.	3 *(sequential)*
Request Type: (select one or	□ Reimbursement X Advance □ Other (specify): _____
Payment to be made to: (select one or more)	X Beneficiary □ Other (specify): _____
Funding Request & Direction (Attachment A)	X Attached to this Certification □ To be Provided Separately

SUMMARY

Eligible Mitigation Action Action Type	X Appendix D-2 item (specify): 1(f)(4); 6(e)(4); 9(c)(1) □ Item 10 - DERA Option (5.2.12) (specify and attach DERA Proposal):
Detailed Description of Mitigation Action Item Including Community and Air Quality Benefits (5.2.2): Please see Exhibit 1 attached hereto	
Estimate of Anticipated NOx Reductions (5.2.3): Please see Exhibit 2 attached hereto	
Identification of Governmental Entity Responsible for Reviewing and Auditing Expenditures of Eligible Mitigation Action Funds to Ensure Compliance with Applicable Law (5.2.7.1): Cherokee Nation Financial Resources	
Describe how the Beneficiary will make documentation publicly available (5.2.7.2). Please see Exhibit 3 attached hereto	
Describe any cost share requirement to be placed on each NOx source proposed to be mitigated (5.2.8). Not applicable	
Describe how the Beneficiary complied with subparagraph 4.2.8, related to notice to U.S. Government Agencies (5.2.9). Please see Exhibit 4 attached hereto	
If applicable, describe how the mitigation action will mitigate the impacts of NOx emissions on communities that have historically borne a disproportionate share of the adverse impacts of such emissions (5.2.10). Not applicable	

ATTACHMENTS

(CHECK BOX IF ATTACHED)

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

CERTIFICATIONS

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

1. This application is submitted on behalf of Beneficiary Cherokee Nation, and the person executing this certification has authority to make this certification on behalf of the Lead Agency and Beneficiary, pursuant to the Certification for Beneficiary Status filed with the Court.

2. Beneficiary requests and directs that the Trustee make the payments described in this application and Attachment A to this Form.

3. This application contains all information and certifications required by Paragraph 5.2 of the Trust Agreement, and the Trustee may rely on this application, Attachment A, and related certifications in making disbursements of trust funds for the aforementioned Project ID.

4. Any vendors were or will be selected in accordance with a jurisdiction's public contracting law as applicable. (5.2.5)

5. Beneficiary will maintain and make publicly available all documentation

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

DATED: **August 24, 2020**

DocuSigned by:
Chad Harsha 10/26/20
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Chad Harsha
Secretary of Natural Resources

The Office of the Secretary of Natural Resources
[LEAD AGENCY]

for

Cherokee Nation
[BENEFICIARY]

EXHIBIT 1

Detailed Description Of Mitigation Action Item Including Community And Air Quality Benefits (5.2.2)

The Cherokee Nation is pleased to submit the Cherokee Nation's 3rd Round Zero Emission Project ("Project") under the Environmental Mitigation Trust Agreement for Indian Tribe Beneficiaries dated November 30, 2018 ("Indian Tribe Trust Agreement"). The Project is primarily submitted under Sections 1(f)(4) and 6(e)(4) of Appendix D-2 to the Indian Tribe Trust Agreement, which permits "Beneficiaries" to replace "Eligible" vehicles (including medium and large trucks and buses) with "Up to 100% of the cost of a new All-Electric vehicle, including charging infrastructure associated with the new All-Electric vehicle." The Project also includes a light duty zero emission vehicle ("ZEV") component under Section 9(c)(1) of Appendix D-2, and a construction cost component under the administrative cost section in Appendix D-2.

The Cherokee Nation intends to participate in all funding cycles under the Indian Tribe Trust Agreement with the goal of deploying multiple all-new medium and large electric vehicles servicing various transportation needs for the Cherokee Nation, along with the charging infrastructure associated with each of the all-new electric vehicles. The Project will be the third step in the Nation employing a substantial electric vehicle fleet. As part of the Cherokee Nation's prior projects submitted under the Indian Tribe Trust Agreement, the Cherokee Nation is currently in the process of ordering new all electric school buses and building the associated charging infrastructure. For all of its projects under the Indian Tribe Trust Agreement, the Cherokee Nation is planning to increase its electric bus fleet, purchasing medium and large electric vehicles servicing other transportation needs for the Cherokee Nation, and building out its electrical charging infrastructure so that its electric fleet can utilize additional destinations and routes. The electrical charging stations are designed to utilize a standard fast charger that will be able to be used by all of the medium and large electrical vehicles being procured, including the buses and trucks. The Cherokee Nation intends to install charging stations for its new medium and large electric vehicles at multiple locations, including at Tahlequah, Catoosa, Stilwell, West Siloam Springs, Roland, Vinita, Sallisaw, Muskogee, and Will Rogers Downs.

The Project will be the third step, for which the Cherokee Nation intends to purchase a box truck that will provide infrastructure support for the Cherokee Nation. This will replace a 2005 INTERNATIONAL 430 box truck VIN 1HTMMAAMX5H686735. This vehicle is an "Eligible Medium Truck" under Section 6 of Appendix D-2 to the Indian Tribe Trust Agreement because it is a diesel truck that is dated between 1992 and 2009 and has a Gross Vehicle Weight Rating between 14,001 and 33,000 lbs. This vehicle will be rendered inoperable (meaning, at a minimum, it will have a 3-inch hole cut in the engine block and its frame rails will be cut completely in half) and made available to recycle.

The Cherokee Nation anticipates that the box truck will travel about 3,000 miles per year. The box truck will be based at the Will Rogers Downs facility, but will travel to multiple destinations including Tahlequah, Catoosa, Stilwell, West Siloam Springs, Roland, Vinita, Sallisaw, and Muskogee, among others. Since multiple locations are planned to have a charging station installed as part of the Cherokee Nation's other projects, for the Project the Cherokee

Nation intends to install charging infrastructure at other locations where the box truck will travel to in a cascading order of priority. Currently, charging stations that will be a part of the Project are planned to be installed at two locations, Will Rogers Downs and Roland. The Cherokee Nation will install additional charging stations as part of the Project depending on available funding and actual costs. The Cherokee Nation also intends to install a solar canopy at one of the locations where the box truck will travel to, as part of the charging infrastructure associated with the new box truck.

To accomplish the Project, the Cherokee Nation plans to partner with Francis Renewable Energy. Francis Renewable Energy has been working with the Cherokee Nation on numerous electrical vehicle projects, including installing the Cherokee Nation's Solar Canopy Parking/EV Charging Stations project at the Cherokee Nation Headquarters and working on the Cherokee Nation's prior projects under the Indian Tribe Trust Agreement. For the Project, Francis Renewable Energy has provided the Cherokee Nation with quotes for all of the charging infrastructure and light duty ZEV infrastructure projects that the Cherokee Nation may include as part of the Project or in future funding cycles, not all of which are planned for the Project (note that while the quotes say bus charger, the Cherokee Nation is using standard chargers so that any of its electric vehicles – including its buses or trucks – can use them). For the vehicle charging infrastructure portion of the Project, Francis Renewable Energy provided several estimates that are included in the budget, including an estimate for the cost to install a single medium and large vehicle charger at one site, an estimate for the cost to install a single medium and large vehicle charger with new electrical service at one site, and an estimate to install a solar canopy.

The Cherokee Nation has obtained quotes on an electric class 6 box truck for the Project from BYD and Lion Electric. The Cherokee Nation has also sought a quote from Endera, but does not have it as of the time of this application. The Cherokee Nation's budget uses the Lion Electric proposal. However, due to the rapidly developing electric vehicle market that the Cherokee Nation has become familiar with during its prior projects under the Indian Tribe Trust Agreement and in the process of preparing this application, the Cherokee Nation intends to continue to work with multiple potential manufacturers before making a final decision on which vehicles the Cherokee Nation will purchase. This is important not just to maintain the flexibility to choose the product that will most closely fit the Cherokee Nation's needs, but will also allow for flexibility in case of changes to the Project, such as a budget change or a manufacturer declining to deliver a vehicle.

The Cherokee Nation's Project would also deploy multiple all-new medium and large electric vehicles servicing the Cherokee Nation's Will Rogers Downs facility, along with the charging infrastructure associated with each of the all-new electric vehicles. These vehicles will all service the Will Rogers Downs facility. These vehicles will all use the charging station at that facility. The Cherokee Nation anticipates that these new vehicles will each travel about 5,000 miles per year. The Cherokee Nation has used quotes from BYD in the budget, and has also sought a quote from other vendors (including Lion Electric) but does not have those available yet. The new electric vehicles and the eligible vehicles they are replacing are:

1. A new zero emission BYD 8R class 8 dump truck will service the Cherokee Nation's Will Rogers Downs facility.

- This will replace a 1994 Volvo class 8 dump truck, VIN 4V1JDBRF4RR826470. This truck is an "Eligible Large Truck" under Section 1 of Appendix D-2 to the Indian Tribe Trust Agreement because it is a diesel truck that is older than 2009 and has a Gross Vehicle Weight Rating greater than 33,000 lbs. This truck will be rendered inoperable (meaning, at a minimum, it will have a 3-inch hole cut in the engine block and its frame rails will be cut completely in half) and made available to recycle.

2. A new zero emission BYD 8R class 8 water truck will service the Cherokee Nation's Will Rogers Downs facility.

    - This will replace a 1994 Volvo class 8 water truck, VIN 4V1JDBRF3RR831630. This truck is an "Eligible Large Truck" under Section 1 of Appendix D-2 to the Indian Tribe Trust Agreement because it is a diesel truck that is older than 2009 and has a Gross Vehicle Weight Rating greater than 33,000 lbs. This truck will be rendered inoperable (meaning, at a minimum, it will have a 3-inch hole cut in the engine block and its frame rails will be cut completely in half) and made available to recycle.

The Cherokee Nation's Project will result in several significant benefits, including but not limited to substantially lower energy and maintenance costs, zero tailpipe emissions, including NOx, reduced greenhouse gas emission, reduced dependence on fossil fuels, reduced noise pollution in surrounding neighborhoods, better vehicle performance and propulsion system durability, and increased comfort for the operator and passengers.

The Cherokee Nation's Project also includes a light duty ZEV component. Section 9 of Appendix D-2 permits beneficiaries to use up to 15% of their funds "on the costs necessary for, and directly connected to, the acquisition, installation, operation and maintenance of new light duty zero emission vehicle supply equipment for projects specified below." Light duty ZEV charging stations will help further the electrification work that the Cherokee Nation has already started with their recently installed solar canopy in Tahlequah, as well as the electrification work that the Cherokee Nation is in process with in its 1st Round Zero Emission Project and its 2nd Round Zero Emission Project. In accordance with Section 9(c)(1) of Appendix D-2, the Cherokee Nation is planning to make all light duty ZEV charging stations available to the public on property owned by the Cherokee Nation. For all of the light duty ZEV charging stations, the Cherokee Nation intends to install a mix of Level II, Level III, and Level IV chargers. However, the number and final design of these charging stations will depend on the particular site's needs, as well as the available budget based on the actual costs of installation at each selected site.

The written estimates the Cherokee Nation received from Francis Renewable Energy have helped the Cherokee Nation with planning for the scope of the light duty ZEV component of the Project. The Cherokee Nation has identified the following locations as desirable locations for additional light duty ZEV charging stations: Hard Rock Hotel and Casino in Catoosa, Three Rivers Health Center in Muskogee, Cherokee Casino in Tahlequah, WW Hastings hospital in Tahlequah, Cherokee Health Clinic in Vinita, and Cherokee Casino in West Siloam Springs.

The Cherokee Nation is planning to install Level 2 chargers in Catoosa (and perhaps other sites) as part of its 1st Round Zero Emission Project and/or its 2nd Round Zero Emission Project, so the funding for the construction of that site will span multiple funding cycles under the Indian Tribe Trust Agreement. The Cherokee Nation plans to add additional chargers to the Catoosa charging station and to construct light duty ZEV charging stations at other locations, and plans to do so in this funding cycle or in future funding cycles depending on available funds and actual costs.

The Cherokee Nation's Project also includes a construction cost component. The administrative cost section of Appendix D-2 permits beneficiaries to use up to 15% of their funds "for actual administrative expenditures (described below) directly associated with implementing such Eligible Mitigation Action." It continues: "Administrative expenditures for Beneficiaries include the following: … 6. Construction including costs associated with ordinary or normal rearrangement and alteration of facilities." While many of the existing facilities at the proposed medium and large vehicle charging sites identified above will need only minimal rearrangement or alteration, FRE has informed the Cherokee Nation that some of the facilities may need to be altered for use as a medium and large vehicle charging facility. An estimate of $100,000 for concrete for a dual vehicle charging site from FRE is included. The budget below reflects a concrete construction cost estimate for each of the two vehicle charging stations planned as part of the Project.

For all replaced vehicles, the old engine and chassis will be permanently disabled. Disabling the engine consists of cutting or punching a three-inch hole in the engine block. Disabling the chassis entails cutting completely through the frame/frame rails on each side of the vehicle/equipment at a point located between the front and rear axles. If other, pre-approved scrapping methods were used, details and documentation will be included, including photos of the disabled engine/chassis and/or a signed Certificate of Vehicle/Engine Destruction.

The Cherokee Nation contracted with the Askman Law Firm for consultation services on the Project. The Askman Law Firm has already provided support for the Project by assisting with designing the Project and with preparing this application. The Askman Law Firm will also provide support in implementing the Project and with submitting the required reports. Attached hereto is a fee request from the Askman Law Firm with additional detail on their consultation services.

EXHIBIT 2

Estimate Of Anticipated NOx Reductions (5.2.3)

The Cherokee Nation obtained estimated emissions to calculate the anticipated NOx reduction. For truck driving emissions, the Office of Transportation and Air Quality of the United States Environmental Protection Agency published a document in October 2008 entitled "Average In-Use Emissions from Heavy-Duty Trucks"[1] which provides average emission rates for trucks while driving. According to that, the average class 6 diesel truck emits 5.99 grams per mile of NOx and the average class 8 diesel truck emits 9.191 grams per mile of NOx. For truck idling emissions, the Office of Transportation and Air Quality of the United States Environmental Protection Agency published a document in October 2008 entitled "Idling Vehicle Emissions for Passenger Cars, Light-Duty Trucks, and Heavy-Duty Trucks"[2] which provides average emission rates for trucks while idling. According to that, the average heavy-duty diesel truck emits 33.763 grams per hour of idling time.

The Cherokee Nation has the following estimates for the average annual mileage and idling time for the new vehicles: the class 6 box truck will average about 3,000 miles per year and about 200 hours of idling per year, the class 8 dump truck will average about 5,000 miles per year and about 2400 hours of idling per year, and the class 8 water truck will average about 5,000 miles per year and about 2400 hours of idling per year. Accordingly, and as shown in the table below, the Cherokee Nation estimates that the new all electric vehicles will reduce NOx emissions by 615 pounds per year. Since the Cherokee Nation is moving to all electric vehicles, this will be a 100% reduction in NOx.

Veh. #	Description	NOx (grams/mile)	NOx (grams/ idle hour)	(lbs/g)	Miles per year	Idle hours per year	NOx (lbs/ year)
1	Class 6 Box truck	5.99	33.76	0.002205	3,000	200	55
2	Class 8 Dump truck	9.19	33.76	0.002205	5,000	2,400	280
3	Class 8 Water 1	9.19	33.76	0.002205	5,000	2,400	280
						Total:	615

[1] The document was accessed at https://nepis.epa.gov/Exe/ZyNET.exe/P100EVY6.TXT?Zy ActionD=ZyDocument &Client=EPA&Index=2006+Thru+2010&Docs=&Query=&Time=&EndTime=&SearchMethod=1&TocRestrict=n &Toc=&TocEntry=&QField=&QFieldYear=&QFieldMonth=&QFieldDay=&IntQFieldOp=0&ExtQFieldOp=0&X mlQuery=&File=D%3A%5Czyfiles%5CIndex%20Data%5C06thru10%5CTxt%5C00000033%5CP100EVY6.txt& User=ANONYMOUS&Password=anonymous&SortMethod=h%7C-&MaximumDocuments=1&FuzzyDegree =0&ImageQuality=r75g8/r75g8/x150y150g16/i425&Display=hpfr&DefSeekPage=x&SearchBack=ZyActionL&Ba ck=ZyActionS&BackDesc=Results%20page&MaximumPages=1&ZyEntry=1&SeekPage=x&ZyPURL#

[2] The document was accessed at https://nepis.epa.gov/Exe/ZyNET.exe/P100EVXV.TXT?Zy ActionD=ZyDocument&Client=EPA&Index=2006+Thru+2010&Docs=&Query=&Time=&EndTime=&SearchMet hod=1&TocRestrict=n&Toc=&TocEntry=&QField=&QFieldYear=&QFieldMonth=&QFieldDay=&IntQFieldOp=0 &ExtQFieldOp=0&XmlQuery=&File=D%3A%5Czyfiles%5CIndex%20Data%5C06thru10%5CTxt%5C00000033 %5CP100EVXV.txt&User=ANONYMOUS&Password=anonymous&SortMethod=h%7C- &MaximumDocuments=1&FuzzyDegree=0&ImageQuality=r75g8/r75g8/x150y150g16/i425&Display=hpfr&DefSe ekPage=x&SearchBack=ZyActionL&Back=ZyActionS&BackDesc=Results%20page&MaximumPages=1&ZyEntr y=1&SeekPage=x&ZyPURL#

In addition, the Cherokee Nation used the Diesel Emissions Quantifier (DEQ) tool provided by the United States Environmental Protection Agency to calculate the anticipated NOx reduction.[3] Using the estimates set forth in the table above for the average annual mileage and idling time for the vehicles, the Cherokee Nation input each bus and truck into the DEQ tool. The Cherokee Nation then input the annual NOx savings calculated by the DEQ tool into the table below, and then totaled the annual savings for each vehicle. This method estimates that the new all electric vehicles will reduce NOx emissions by 1,832 pounds per year. Since the Cherokee Nation is moving to all electric vehicles, this will be a 100% reduction in NOx.

Vehicle #	Description	NOx (tons/yr)	NOx (lbs/year)	% NOx reduction
1	Class 6 Box truck	0.030	60	100%
2	Class 8 Dump truck	0.443	886	100%
3	Class 8 Water truck	0.443	886	100%
		Total:	1,832	100%

[3] The DEQ Tool can be accessed at this website: https://cfpub.epa.gov/quantifier/index.cfm?action=user.account

EXHIBIT 3

Describe How The Beneficiary Will Make Documentation Publicly Available (5.2.7.2)

The Cherokee Nation will maintain and make publicly available all documentation submitted in support of its funding request and all records supporting all expenditures of any funds it receives, subject to applicable laws governing the publication of confidential business information and personally identifiable information. Such documentation shall be made publicly available on the public notice portion of the website of The Office of the Secretary of Natural Resources, which can be found at the web address https://www.cherokee.org/our-government/secretary-of-natural-resources-office/. This website will include a link for members of the public to request additional information and documents related to the funding request and expenditure of funds. In addition, under Section 5.3 of the Indian Tribe Trust Agreement the Trustee will post on its public-facing website the semiannual reports submitted to the Trustee by the Cherokee Nation.

The Cherokee Nation's certification of Section 7 of its Certification for Beneficiary Status Under Environmental Mitigation Trust Agreement is subject to the Cherokee Nation's governing policies on the release of its records, which establishes the Cherokee Nation's position on the procedures for making records publicly available and on the handling of requests by outside parties for the release of various categories of tribal records and the procedures for handling such requests. The Cherokee Nation protects from disclosure privileged and protected information. The Cherokee Nation will endeavor to respond to requests for records within three weeks.

EXHIBIT 4

Describe How The Beneficiary Complied With Subparagraph 4.2.8, Related To Notice To U.S. Government Agencies (5.2.9)

The Cherokee Nation certifies that it has been more than 30 Days since the Cherokee Nation was deemed a Beneficiary pursuant to subparagraph 4.0.2.1 of the Indian Tribe Trust Agreement, and that the Cherokee Nation has not been contacted by any Federal Agency notifying the Cherokee Nation of its interest thereunder.

ATTACHMENT B

Eligible Mitigation Action Management Plan
Including Detailed Budget And Implementation And Expenditures Timeline (5.2.4)

PROJECT SCHEDULE AND MILESTONES

The estimated schedule for the Project can be broken into the following four steps:

Step 1. Trustee Award (3 months) [November 2020]

The Cherokee Nation's Project will not begin until the Trustee has distributed funds to the Cherokee Nation. The Cherokee Nation assumes this will occur in November 2020 pursuant to Paragraph 5.2.16.1 of the Indian Tribe Trust Agreement.

Step 2. Contracting, Project Planning, and Initiation (12 months) [November 2021]

This step will include detailed project planning to finalize the scope, assignments, and timeline. This phase will result in a formal kick-off of the Project with all team members so that they can successfully meet project goals and objectives. This step also includes executing agreements with the contractors, including final selection of the all-new electric medium and large vehicle manufacturers. The Cherokee Nation anticipates that this can mostly be performed simultaneously with project planning. The Cherokee Nation estimates that this will take about 12 months.

Step 3 (Infrastructure Installation and Vehicle Deployment) (18 months) [May 2023]

The Cherokee Nation anticipates that steps 3.a. (Vehicle Procurement and Deployment) and 3.b. (Infrastructure Installation) can be performed simultaneously.

Step 3.a. Vehicle Procurement and Deployment (12 months) [August 2022]

This step includes finalizing the specifications for the vehicles by working with the third party suppliers. Once the specifications are finalized, the Cherokee Nation expects that the lead-time on the vehicles will be at least 12 months. The funds for the vehicles will be expended when a vehicle is ordered. The Cherokee Nation will conduct pre-delivery inspections to approve vehicle delivery, and conduct post-delivery inspections for final approval. If necessary, the Cherokee Nation will engage the services of external vendors to complete the inspections.

This step also includes deployment of the vehicles. Delivered vehicles will be registered and insured by the Cherokee Nation. At the time a vehicle is delivered, construction of some of the charging stations should be completed. A series of tests will be conducted to ensure the vehicles can be charged properly with the charging equipment and can operate along the planned medium and large vehicle routes, including testing the vehicle at any existing charging station(s). During this phase, staff will receive the necessary training to operate and maintain the vehicles. At the end of this phase, the vehicle being replaced will be scrapped.

Step 3.b. Infrastructure Installation (18 months) [May 2023]

This step includes finalizing site plans for the charging stations and seeking the necessary permits from local authorities to install the systems. During this step, the Cherokee Nation will be working with all third parties to develop site and installation plans for the charging stations, including any site engineering (such as civil, electrical, and mechanical), construction, and equipment installation.

The costs for the charging infrastructure equipment will be expended when the parts are ordered once the site design is complete. The costs for the charging infrastructure installation will be expended as infrastructure is completed. Once construction at a charging site is complete, the site will be tested with the vehicles in the Cherokee Nation's electric fleet.

Step 4. Project Completion (3 months) [August 2023]

During the course of the Project, the Cherokee Nation will provide semiannual reports on its status. Once the replaced vehicles are scrapped and the charging infrastructure is installed, the Cherokee Nation will issue a final report summarizing implementation and will close out the project with the Trustee. The Cherokee Nation estimates project completion will occur in August 2023.

PROJECT BUDGET

Eligible Mitigation Action and Mitigation Action Expenditure Categories	Item	Cost	Qty.	Total
D-2 Sections 1(f)(4) and 6(e)(4) - Government-Owned Eligible Medium and Large Vehicles	Box truck	$327,498	1	$327,498
	Dump truck	$375,000	1	$375,000
	Dump truck shipping	$10,000	1	$10,000
	Water Truck	$375,000	1	$375,000
	Water Truck shipping	$10,000	1	$10,000
	Charging Infrastructure - DC Charger w/ new elec.	$188,448	1	$188,448
	Charging Infrastructure - DC Charger	$154,602	1	$154,602
	Charging Infrastructure - Solar Canopy	$173,040	1	$173,040
	Other - vehicle salvage fee	$5,000	3	$15,000
Government-Owned Eligible Medium and Large Vehicles Subtotal:				*$1,628,588*
D-2 Section 9(c)(1) - Light Duty ZEV, Gov't Property	First Level 3 Charger	$125,384	1	$125,384
	Each Add'l Level 3 Charger	$112,846	1	$112,846
Light Duty ZEV, Gov't Property Subtotal:				*$238,230*
Administrative Expenditures	Contractual - application by Askman Law Firm	$30,477	See Quote	$30,477
	Construction at first charging site	$100,000	See Quote	$100,000
	Construction at second charging site	$100,000	See Quote	$100,000
Administrative Expenditures Subtotal:				*$230,477*
PROJECT TOTAL				**$2,097,295**

ATTACHMENT C

Detailed Plan For Reporting On Eligible Mitigation Action Implementation (5.2.11)

No later than six months after the Cherokee Nation receives its first disbursement of Trust Assets for the Cherokee Nation's Project, and thereafter no later than January 30 (for the preceding six-month period of July 1 to December 31) and July 30 (for the preceding six-month period of January 1 to June 30) of each year, the Cherokee Nation shall submit to the Trustee a semiannual report describing the progress implementing the Cherokee Nation's Project during the six-month period leading up to the reporting date (including a summary of all costs expended on the Eligible Mitigation Action through the reporting date).

The Cherokee Nation's reports shall include a complete description of the status (including actual or projected termination date), development, implementation, and any modification of the Cherokee Nation's Project. The Cherokee Nation does not anticipate that these reports will be onerous because Cherokee Nation's Project primarily consists of a small number of significant deliverables (for example, the installation of a charging station or the delivery of an electric vehicle). If necessary, the Cherokee Nation will engage the services of external vendors to review and/or audit these reports. These reports shall be signed by an official with the authority to submit the report for the Cherokee Nation and will contain an attestation that the information is true and correct and that the submission is made under penalty of perjury.

ATTACHMENT D

Detailed Cost Estimates From Selected Or Potential Vendors For Each Proposed Expenditure Exceeding $25,000 (5.2.6)

Attachment D consists of the following cost estimates

- Truck estimates:
  - Estimate of 327,498 from Lion Electric for a box truck.
  - Estimate of $375,000 plus $10,000 shipping from BYD for a dump truck.
  - Estimate of $375,000 plus $10,000 shipping from BYD for a water truck.

- Medium and large vehicle charging infrastructure cost estimates from Francis Renewable Energy, including an estimate of $188,448 for the cost to install a single medium and large vehicle charger with new electrical service at one site (note that the quote says bus charger but the same charger will be used for the trucks), an estimate of $154,604 for the cost to install a single medium and large vehicle charger at one site (note that the quote says bus charger but the same charger will be used for the trucks), and an estimate of $173,040 to install a solar canopy.

- Light duty ZEV charging infrastructure cost estimates from Francis Renewable Energy, including an estimate to install light duty Level 3 charging infrastructure of $125,384 for the first charger and $112,846 for each additional charger.

- Construction infrastructure cost estimates from Francis Renewable Energy, including an estimate of $100,000.00 for concrete paving work for charging site (the budget includes this charge for two sites).

- Contractual Fee request from The Askman Law Firm for assistance already provided on the application, an estimate for implementation support, and an explanation of why there will not be a cost share because if the budget exceeds the allocation, the cost share portion will be zeroed out by reducing funding of the light duty ZEV project and/or reducing funding of administrative costs so that the budget equals the allocation.

LION6 Zero Emission Urban Truck
Quote # 8_Lion6-03-2020

Date: 08-03-20

Customer Name: Pat Gwin

Quote Prepared By:

Company: Cherokee Nation
Name: Rick Lee

Address: W.W. Keller Complex
Company: The Lion Electric Company

City: Tahlequah
Phone: 810.417.0651

State/Zip: OK, 74465-0515
Email:

Email: Pat-Gwin@cherokee.org
Richard.lee@thelionelectric.com

MAKE		MODEL	KWH
UNIT PRICE	QTY	TOTAL	
Lion6 Urban Truck		T1 Lion6 Single Axle	210
$305,000.00	1	$305,000.00	
Vehicle Launch Discount			
$ 20,000.00	1	($20,000.00)	
Optional Equipment:			
26’ Transit Box		Morgan Truck Body	
$ 31,148.00	1	$ 31,148.00	

Rear Lift Gate	Morgan- Tuck Under	
$ 2,500.00	1	$ 2,500.00
Stability Control		
$ 2,000.00	1	$ 2,000.00

Standard Battery Warranty: 8yr./or 160K Gross discharge per pack
NC

Sales Tax
TBD

Shipping / Freight		
$ 6,850.00	1	$ 6,850.00

Total: $327,498.00

BYD Proposal for Oklahoma Race Track

FINAL

22 December 2017

This proposal does not contain confidential information

BYD Motors Inc. is an American manufacturing company and a wholly owned subsidiary of BYD Company Ltd, a global original equipment manufacturer (OEM) with over $15B in revenue annually and over 220,000 employees across the globe. BYD was founded in 1995 as a battery manufacturer and advanced consumer electronics company, and continues to be one of the pre-eminent manufacturers of smart phones, tablets, and laptops for global partners like Apple, Dell, Toshiba, Microsoft, Samsung, Motorola, and many more.

Through these efforts, BYD became the world's largest producer of rechargeable batteries, driving innovation by reinvesting billions of dollars into research and development every year. The company has over 20 years of experience in optimizing battery technologies, dedicating more than 20,000 engineers to research and development and holding over 12,000 patents. In 2003, BYD entered the automotive market and began to apply its battery expertise to the challenge of transportation, becoming the largest domestic car manufacturer in China. BYD's unique combination of battery and automotive experience is now revolutionizing every aspect of clean transportation, with a product line of 100% electric buses, trucks, forklifts, passenger vehicles, and monorail systems. BYD's clean energy division also produces energy storage systems, solar panels, and LED lights.

Each vehicle's battery chemistry is selected to optimize performance and safety for the bus, truck, equipment, and consumer car product lines. This has led to global dominance in the electric vehicle marketplace: BYD has sold more consumer electric vehicles than any other carmaker for the past two years running, with 13.2% of global electric vehicle market share in 2016. In the Heavy Industries Group, BYD has delivered over 35,000 electric buses, and sales continue to grow. BYD sold 13,278 units 2016 – a 140% increase over the prior year – and the company is on track to sell 17,000 buses in 2017.

BYD's products form a complete clean-energy ecosystem. BYD's photovoltaic panels capture power from the sun, store it in BYD's energy storage systems, and then use it in BYD's electric vehicles without ever touching fossil fuels. This model has made BYD a global clean technology powerhouse that is changing what's possible in electrified public transportation, medium- and heavy-duty trucks, electric forklifts, energy storage, and solar power generation.

In 2011, BYD entered the North American market when it established its headquarters in Downtown Los Angeles. In 2013, the company opened two factories in Los Angeles County (Lancaster, California). The BYD Coach and Bus facility focuses on all-electric buses for the transit industry, in addition to all-electric trucks for urban delivery, goods movement, and refuse applications. BYD Energy manufactures battery systems for the vehicles.

BYD has delivered more than 165 all-electric buses to customers in the U.S. and Canada, more than any other North American OEM. BYD is currently producing over 300 buses and has options for 300 additional purchases. BYD Coach and Bus customers include transit agencies, universities and airports across North America, including LA Metro, LADOT, Stanford University, UCLA, UC San Francisco, UC Irvine, Denver Regional Transportation District, City of Albuquerque, Kansas City International Airport, Antelope Valley Transit Authority, and many others.

By the end of 2017, BYD will have delivered over 40 all-electric trucks in North America, with orders for more than 140 trucks to-date. BYD has orders for electric trucks from customers including UPS, Goodwill, BNSF Railway, Los Angeles Sanitation, tenants of the Ports of Los Angeles, Long Beach and San Diego, and many others.

Table of Contents

Summary

A summary of BYD's technologies for this project are below.

Vehicle	Price Per Unit	No.	Total
BYD 6F – 20' Box	$202,000	1	$202,000
BYD 8R – water trucks	$375,000	3	$1,125,000
BYD 8R – dump truck	$375,000	1	$375,000
BYD 40 kW Charger	$2,500	1	$2,500
BYD 40 kW Installation Cost – Estimate	$3,000	1	$3,000
BYD 80 kW Charger	$8,000	4	$32,000
BYD 80 kW Installation Cost – Estimate	$6,000	4	$24,000
Logistics Cost for Shipping Trucks	$10,000	5	$50,000
Total			$1,813,500

BYD 6F - 20' Box

Specifications

To replace existing 25,500 lb GVWR and 20 foot box truck. BYD recommends the BYD 6F, which is an all-electric cab and chassis. Specifications for the BYD 6F are below.

Dimensions	Length	290.8 in
	Width	88.6 in
	Height	93.9 in
	Wheelbase	167.3 in
	Curb Weight	11,591 lbs
	GVWR	25,950 lbs
Performance	Payload	14,359 lbs
	Top Speed	56 mph
	Max Gradeability	≥30%
	Range	124 miles
	Approach/Departure Angle	24°/ 16°
Chassis	Wheel Rim	19.5x6.75H
	Tires	245/70R19.5
	Suspension	Front/Rear Leaf Spring
	Brakes	Front/Rear Disc Braking
Powertrain	Max Power	201 hp
	Rated Power	201 hp
	Max Torque	406 lb-ft
	Rated Torque	406 lb-ft
	Max Motor Speed	10,000 rpm
	Battery Capacity	148.5 kWh
	Charging Power	AC 40kW
	Charging Time	4 hrs (40kW)

A picture of the BYD 6F is shown below.

BYD recommends using a 20 ft box from Supreme Corporation with MDL20 liftgate. The liftgate will have cart stops. The quote below shows approximate specifications, which will be finalized with the customer.

BYD Motors Inc.
1800 South Figueroa Street, Los Angeles, CA 90015

SUPREME™

Quote # 106613-072417-085318

(P) (800)827-0753 (F) (574)642-0740
yadira.lucas@supremecorp.com

SVA20091102

106613 BYD MOTORS

1800 S FIGUEROA ST
LOS ANGELES, CA 90015-3422

PHONE (213)748-3980
FAX (213)748-3945
SALESPERSON Mike Steimler
QUOTED BY Yadira Lucas
REQUIRED DATE 7/24/2017

CHASSIS NO CHASSIS MODEL STOCK OR NO MOUN **YEAR** YR17 **WHEELBASE** 0 **FW** 34 **CA** 150 **ENGINE**
FUEL TYPE DIESEL **AXLE TYPE** SINGLE AXLE DUAL REAR WHEEL **EXHAUST TYPE** **POOL** D 50

MODEL SVA **LENGTH 20'0" ID HEIGHT 91 ID WIDTH 102 OD SIGNATURE VAN BODY ALUMINUM**

CHASSIS INFO:	CHASSIS GROSS VEHICLE WEIGHT=26000	
FLOOR:	PRE-COATED UNDERSTRUCTURE	
	FLAT FLOOR	
	FORKLIFT OPT -12G GALV FRONT PLATE	CROSSMEMBERS ON 9" C/L BEHIND C/A
	3" I-BEAM X-MEMBERS ON 12" C/L AND	9" C/L BEHIND CA
	1 SET SPANNER PLATES	
	*SPECIAL LONGSILLS	USE 8" LONGSILLS ILO 4" STD
	FLOOR 1-1/8" LAMINATED HARDWOOD	2 SCREWS PER BOARD PER CROSSMEMBER
REAR END:	THRESHOLD PLT 12G(NOM 1/8")T P 24"	
	STANDARD REAR END W/DOOR OPENING	
	GALVANNEALED REAR DOOR FRAME	
	INTERNAL CORNER POST REINFORCEMENT	
	THRESHOLD REINFORCEMENT	
REAR DOOR:	WHITING OVERHEAD DOOR	
	WHITING PREMIUM SPEC OVERHEAD DOOR	WITH 1-1/2" TRACK BRACKETS
	OH REAR DOOR 84" X 85" CLEAR	
	MS LOCK ON OVERHEAD DOOR	
	STD 10G ONE PIECE V-GROOVED	THRESHOLD
	2 GRAB HANDLES - REAR ALUM 12"	
SIDE DOOR:	(1) SIDE DOOR SINGLE NARROW 42"W	
	CURB SIDE 58 3/4" OUTSIDE OF FRONT	WALL TO LEADING EDGE OF DOOR OPENING
	77"H STANDARD DOOR OPENING HEIGHT	
	1 - ANTI RACK BARLOCK 2-POINT	
	(1) DOUBLE STIRRUP STEP- AT SIDE	WITH LADDER RUNG GRIP STEP
	1 GRAB HANDLE - SIDE ALUM 12"	
	(1) 4" ALUMINUM T-STYLE SIDE DOOR	
BUMPER:	ICC 3/16" FMD 4"CHANNEL POOCHED	WELD ON DESIGN
	1 SET U-SHAPE RUBBER BUMPERS 3X12	
FRONT END:	NO INTERIOR FRONT WIRE COVERS	
	1/2" CORE FRP FRONT WALL	
	COMPOSITE CORNER WIND DEFLECTOR	
	ALUM. EXTRUDED FRONT CORNERS	
	WIND DEFL RAD .063 MILL ALUM	
SIDEWALLS:	.040 PRE-PAINTED WHITE N0006HN	
	PAINT REAR FRAME STD WHITE	
	SUPREME DECALS	
	SIDE WALL Z-POSTS ON 16" CENTERS	
LINING:	NO PLYWOOD LINING FULL SIDES	
	1" X 6" APITONG SLATS -- SIDES	
	# ROWS SLAT LINING SIDES=4	
	SPECIFY SLAT LENGTH=20	
SCUFF:	SCUFF (2)6" HDWD SLAT UP SIDES 12"	
	SCUFF 12G GALVANIZED UP 12" SIDES	
ROOF:	.032 ALUM ROOF SKIN	
	ANTI SNAG ROOF BOWS ON 24" CENTER	
CARGO CONTROL:	CARGO CONTROL	
	SURFACE MOUNT E-TRACK-HORIZ. SIDE	
	E-TRACK 2 SIDES	
	# ROWS E-TRACK ON SIDES=2	

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Quote # 106613-072417-085318

(P) (800)827-0753 (F) (574)642-0740
yadira.lucas@supremecorp.com

CARGO CONTROL:	CARGO CONTROL LOCATION NOTES:	
INTERIOR LIGHTS:	INSTALL DOME LIGHT-SEE BELOW	
	80 SERIES 6-DIODE LED DOME LIGHT	
	DOME LIGHT LOCATED CENTER SIDE TO	SIDE EVENLY SPACED IN CEILING
	DOME LIGHT W/REAR SWITCH HOT WIRED	
EXTERIOR LIGHTS:	LED FMVSS 108 EXTERIOR LIGHTS	W/SEALED WIRING HARNESS
	6" OVAL MULTI DIODE LED LIGHTS	ON CORNER POSTS WITH LED BACK-UP LIGHTS
LIFTGATE RAMP:	INSTALL LIFTGATE - SEE SELECTIONS	
	*SPECIAL LIFTGATE	WALTCO MDL HP20, 2000 LB MED DUTY RAIL GATE, SPECIAL PLATFORM, CART STOPS, 24V REFERENCE QUOTE# Q-29509. SQ# 170615-931
	RAILGATE COLUMNLIFT GATE	
	LIFT GATE CAPACITY=2000	
	NO POWER DOWN FOR LIFTGATE	
	*SUPREME CAB CUTOFF SWITCH	PB LG-05
MISC OPTIONS:	NO MIRRORS QUOTED	
	*SPECIAL OPTION A	24V CLEARANCE AND MARKER LIGHTS. OPTRONICS 24V MARKER LIGHTS MCL66A24BP AND MCL66R24BP. ILOS OPTRONICS MCL162AKPG AND MCL162RKPG
	*SPECIAL OPTION B	AFT FRAME EXTENSION DONE BY EMCO
	*OPTIONS AT ADDL COST	OPTIONS AT ADDL COST NOT INCLUDED ADD $ 1208 TO ADD WALTCO MDL 30
MOUNTING:	MOUNTING MORENO VALLEY- CALIFORNIA	
	MUDFLAPS STD SUPREME FLAPS	
	ANTI-SAIL MUDFLAP BRACKETS	
SHIPPING:	WEIGHT SLIP	
	CUSTOMER PICK UP	

SUBTOTAL	$20,614
TOTAL	**$20,614**

Thank you for the opportunity to offer our quotation for your equipment needs. We look forward to your acceptance of this proposal. All prices are firm for 30 days from the date of this quotation. Prices are subject to revision after this date. Payment terms are C.O.D. unless prior credit arrangements have been made. No credit card payments will be accepted. Pricing may be subject to federal, state, local taxes and surcharges at the time of invoicing.

PURCHASED MATERIALS: Supreme and Buyer agree to review Bill of Material cost on quoted product quarterly. Supreme and Buyer agree to review raw material based on AMM (American Metals Market), PPI (Producer Price Index) and TTM(Tropical Timbers Market) or similar indices and purchased options based on supplier pricing. If the total material costs are within 3% of what they were at time of quote, there will be no change. If the total material costs are greater than 3% of what they were at time of quote, the price of the body will include that increase adjustment at time of invoice. If the total material costs are greater than -3% of what they were at time of quote, the buyer will receive that decrease adjustment at time of invoice. Increase or decrease adjustment will factor from the 0% up or down. (Applicable only to bids longer than 90 days in duration)

QUOTE DURATION: Supreme requires that body production begin within 90 days of order placement. Any order not started by the 90th day after order placement may be subject to pricing review or adjustment.

DIMENSIONS: All dimensions, weights, and measurements specified herein are subject to Supreme's manufacturing tolerances and may vary depending on options/chassis selected. Please contact your Supreme representative for measurements for your specific body order.

CHASSIS: When mounting a Supreme body on a used chassis all used chassis will be inspected by Supreme Corp. personnel upon the chassis arriving at our facility. It is in the best interest of all parties involved to ensure that the used chassis is suitable for use. Chassis will be inspected for road worthiness and OEM original specifications. Any necessary upgrades or repairs will be the responsibility of the customer including any delays as a result of vehicle upgrades or repairs. When not using a Supreme bailment chassis customer is responsible that the chassis has adequate mirrors and frame pucks for mounting a Supreme body.

PAINTING: Supreme does not warrant all colors painted on or impregnated in the gelcoat finish of a body and there are some colors that are not recommended. Please contact your Supreme sales representative to determine the warranty for your specific order.

NOTICE: Supreme shall not be liable for any such loss or damage as a result of any delay or failure to deliver, for any reason, including,

SUPREME™

Quotation Date 7/24/2017 Page 3 of 3
Quote # 106613-072417-085318
(P) (800)827-0753 (F) (574)642-0740
ysdira.lucas@supremecorp.com

but not limited to, any act of God, act of buyer, embargo or other government act, regulation or request, fire, accident, strike, slowdown, war, riot, vandalism, shortage, delay in transportation, or delayed delivery by suppliers.

Supreme shall not be liable for any incidental or consequential damages that may occur to customers used truck body, truck equipment, or personal items left in chassis or truck body while in Supremes possession for repairs and/ dismount.

In addition, customer agrees to reimburse Supreme for storage lot expense for their truck body after (90) days from dismount date. After the (90) day a fee of $125.00 will apply including a $6.00 per day fee thereafter for up to 180 days. After 180 days, the customers dismounted body will become the property of Supreme and a $780. disposal fee will apply.

Signature_____ Date_____ PO # _____

Last 8 of chassis VIN_____(for drop-ship) Dealer #_____(for pool chassis)

Lead Time

The BYD 6F has a 6 month lead time for the cab and chassis. BYD will coordinate for the production and mounting of the Supreme body and delivery to the customer, which will require an additional 2 months. Therefore, the expected lead time is 8 months total.

Warranty

BYD's warranty policy for the cab and chassis is below.

BYD 6F Warranty Policy

No.	System	Warranty Period (whichever occurs first)	Description
1	Battery System	5 years/ 150,000 miles	BYD Iron Phosphate High Voltage Battery Battery Management System (BMS)
2	Powertrain	3 years/ 100,000 miles	Traction Motors Inverters Power electronics: high voltage distribution box
3	Corrosion	5 years/ 100,000 miles	Frame Axles Does NOT include wear and tear items, including brakes, tires, fluids, gaskets, seals

Coverage includes parts and labor.

Modification to the BYD truck will void all warranties unless prior written approval is received from BYD.

BYD will not honor invoices for parts purchased from outside sources, unless written authorization is provided by BYD.

The box for the truck will be warranted by Supreme Corporation per the warranty below.

SUPREME CORPORATION LIMITED WARRANTY

FOR STANDARD TRUCK DIVISION PRODUCTS

What Does This Warranty Cover?

This Warranty covers all material and workmanship in every product manufactured by Supreme that is installed on a 2008 model year chassis or newer, which is found by Supreme to be defective in material or workmanship. This Warranty is specifically in lieu of all other express warranties on the part of Supreme.

What Does This Warranty NOT Cover?

This Warranty does not cover:

A. Defects in the chassis and/or power unit.

B. Defects in separately manufactured products not produced by Supreme such as, but not limited to, refrigeration and air conditioning units, cargo holding devices, and moveable bulk heads.

C. Deterioration due to normal wear, tear, and exposure.

D. Repairs made necessary by negligent use, misuse, abuse, loading the unit beyond its gross weight limitations, accident, acts of God, or other contingencies beyond the control of Supreme.

E. Repairs made necessary by reason of the failure to follow ordinary maintenance procedures as recommended by Supreme.

F. Repairs made necessary by reason of repairs or alterations done without Supreme's approval.

G. Installed parts or after market products supplied by the customer.

Who Is Covered?

This Warranty covers all owners within the warranty period from the original in-service date.

What Is The Period Of Coverage?

A. This Warranty is for a period of three (3) years or 36,000 miles from the original in-service date, which ever comes first and ends at the expiration of the coverage period. Main body structural components including the roof structure, perimeter wall structure, and steel floor foundations are covered under a five-year structural warranty on Supreme manufactured dry freight van bodies, liner-city bodies, Spartan bodies and insulated bodies.

B. This Warranty is for a period of three (3) years or 36,000 miles from the delivery date, which ever comes first, of the initial purchase on all covered items, as well as Supreme products not specifically outlined as being covered under the five-year structural warranty.

What Will We Do To Correct Defects?

We will repair or replace, at our option, without charge for parts or labor, any defective part covered by this Warranty.

What Will We Not Do?

We will not pay shipping or transportation charges.

How Do You Get Service?

A. You should immediately contact the dealer or distributor from whom the unit was purchased. Should such be impossible or impractical because of traveling or permanent movement from the geographical area where the unit was purchased, the nearest authorized Supreme dealer or distributor, or Supreme itself, should be contacted. If a dealer or distributor is contacted, that dealer or distributor should implement steps to repair, or replace, or have repaired, or have replaced, the unit. Such steps may include referring the owner to the manufacturer for assistance. In any event, delivery of a unit to the dealer or distributor, or to Supreme, as well as the return of the unit to the owner, shall be at the owner's expense.

B. Replacement of a defective part will occur only when the original purchaser makes available to Supreme the defective unit or part free and clear of all liens and encumbrances.

C. Prior to warranty repairs, the dealer or distributor must verify unit number, purchase date, and original ownership.

D. The dealer or distributor must obtain an authorization number from the manufacturer if the pending claim is over One Hundred Dollars ($100.00).

What Must You Do To Keep The Warranty In Effect?

You must perform reasonable and necessary maintenance upon the unit and use the unit in accordance with Supreme's directions and recommendations, paying particular attention to the warning and instruction labels provided by Supreme.

What Other Conditions Or Limitations Apply To This Warranty?

A. This Warranty excludes transportation to and from the dealer or manufacturer to get warranty services, loss of time, loss of use, loss of revenues, salaries or commissions, lodging, towing charges, bus fares, car rentals, gasoline expense, telephone charges, inconvenience, or other incidental damages.

B. This Warranty excludes the cost of repairing or replacing other property that is damaged because of a defect in the unit as well as other consequential damages.**Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusions may not apply to you.

C.THE IMPLIED WARRANTY OF MERCHANTABILITY, AN UNWRITTEN WARRANTY THAT THE PRODUCT IS FIT FOR ORDINARY USE, IS LIMITED TO THE THREE (3) YEAR 36,000 mile DURATION OF THIS WRITTEN WARRANTY. **Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

D. No dealer, distributor, agent, representative of Supreme, or other person is authorized to make any representation or a promise of warranty concerning Supreme products on behalf of the company except to refer the purchaser to this Warranty. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

What Do You Do If A Separately Manufactured Part Is Defective?

A. Our Warranty does not cover defects in separately manufactured products not produced by Supreme. These products may be warranted by the individual manufacturers. A copy of their warranty, if available, has been included in your owner's packet.

B. If service or parts are required for these products, refer to the furnished list of factory authorized service centers. If the list is not available for the particular product, write or call the manufacturer concerned to obtain the location of the nearest authorized service center.

How Does State Law Relate To This Warranty?

This Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

Addendum to Warranty Policy

Supreme Requires:

A. All Repair Orders must be received by Supreme within 60 days of the completion date.

B. Light Bulbs are not reimbursable after (30) days in service.

C. Rear overhead door adjustment is not reimbursable after (30) days in service.

D. Paint; Supreme Warranty on paint is Limited to (1) Year from date of original purchase.

SUPREME

Rev. 2011-04-25

NATIONWIDE LOCATIONS

■ Manufacturing Facilities

Sales, Parts & Service

22135 Allessandro Blvd.
Moreno Valley, CA 92553
Phone # 951.656.6101
Fax# 951.656.1501

500 W. Commerce Street
Cleburne, TX 76033
Phone # 817.641.6282
Fax# 817.641.7924

2572 East Kercher Road
Goshen, IN 46527
Phone # 574.642.4888
Fax# 574.642.4540

2051 U.S. Highway 41
Griffin, GA 30224
Phone # 770.228.6742
Fax# 770.228.6781

411 Jonestown Road
Jonestown, PA 17038
Phone # 717.865.4390
Fax# 717.865.4385

■ Mounting Stations

Sales, Parts & Service

6577 Romiss Court
St. Louis, MO 63134
Phone # 314.524.5725
Fax# 314.524.7588

3050 Dee Street
Apopka, FL 32703
Phone # 407.292.0338
Fax# 407.293.2778

135 Douglas Pike
Nasonville, RI 02830
Phone # 401.568.7703
Fax# 401.568.4125

SUPREME

Rev. 2011-04-25

BYD 8R – Water Trucks

Specifications

To replace existing Class 8 and 4,500 gallon water trucks that are pictured below BYD recommends the BYD 8R cab and chassis. The existing trucks travel 5,000 miles per year, with 50 miles per day on racing days, and approximately 2,400 idle hours per year. There are two shifts on race days with the first shift beginning at 4am and the second shift ending at 6pm. The water tanks are filled with up to 4,500 gallons, which is spread around the track with 1 lap, and are then refilled. The driving conditions are flat, the maximum grade is 2%, and the top speed is 20 mph.

BYD recommends the BYD 8R truck, which is a Class 8 cab and chassis. Specifications for the 8R are below. The range of 76 miles is estimated based on substantial auxiliary loads for the truck body. The expected range for this application is higher and will be determined after working Anderson Trucks to understand the electrical draw of the water sprayers.

Dimensions	Length	29.6 ft
	Width	98.4 in
	Height	104.5 in
	Wheelbase	207.5 in
	Curb Weight (Wayne 30 yd³)	35,500 lbs
	Gross Weight	57,500 lbs
Performance	Payload	22,000 lbs
	Top Speed	56 mph
	Max Gradeability	28%
	Range	76 miles
	Approach/Departure Angle	19° / 43°
Chassis	Suspension	Front: Leaf Spring + Absorber Tandem: Rubber Spring + Absorber Tag: Air Spring
	Brakes	Air Drum Brakes
	Wheel Rim	9.0 x 22.5 7.5 x 22.5 tag
	Tires	315 / 80 R 22.5 255/70R22.5 tag
Powertrain	Max Power	201 hp x 2 = 402 hp
	Rated Power	148 hp x 2 = 296 hp
	Max Torque	550 lb-ft x 2 = 1,100 lb-ft
	Rated Torque	550 lb-ft x 2 = 1,100 lb-ft
	Max Motor Speed	10,000 rpm
	Aux Max Power	215 hp
	Aux Rated Power	107 hp
	Aux Max Torque	229 lb-ft
	Aux Max Speed	12,000 rpm
	Battery Capacity	188 kWh
	Charging Power	AC 40 x 2 = 80 kw
	Charging Time	2.8 hrs
Savings	Lifetime CO2e Saved[45]	776 metric tons
	Lifetime Forest Saved[45]	735 acres
	Lifetime Savings[45]	$224,000 USD
	Payback Period[45]	Under 1.4 Years

A picture of the BYD 8R with a tag axle is shown below.

BYD will work with Anderson Trucks to manufacture and mount the water tank bodies onto the BYD 8R chassis. We do not have a quote from Anderson Trucks at this time but estimate that the bodies will not exceed $75,000.

Lead Time

The BYD 8R has a 6 month lead time for the cab and chassis. BYD will coordinate for the production and mounting of the Anderson Trucks body and delivery to the customer, which is estimated to require an additional 2 months. Therefore, the expected lead time is 8 months total.

Warranty

BYD's warranty policy for the cab and chassis is below.

BYD 8R Warranty Policy			
No.	**System**	**Warranty Period (whichever occurs first)**	**Description**
1	Battery System	5 years/ 150,000 miles	BYD Iron Phosphate High Voltage Battery Battery Management System (BMS)

2	Powertrain	3 years/ 100,000 miles	Traction Motors Inverters Power electronics: high voltage distribution box
3	Corrosion	5 years/ 100,000 miles	Frame Axles Does NOT include wear and tear items, including brakes, tires, fluids, gaskets, seals

Coverage includes parts and labor.

Modification to the BYD truck will void all warranties unless prior written approval is received from BYD.

BYD will not honor invoices for parts purchased from outside sources, unless written authorization is provided by BYD.

The box for the truck will be warranted by Anderson Trucks under their standard warranty terms.

BYD 8R – Dump Truck

Specifications

To replace the existing Class 8 dump truck BYD proposes the BYD 8R cab and chassis. Specifications for the 8R are below. The range of 76 miles is estimated based on substantial auxiliary loads for the truck body. The expected range for this application is higher and will be determined after working with the dump truck body builder to understand the electrical draw from the hydraulic system.

Dimensions	Length	29.6 ft
	Width	98.4 in
	Height	104.5 in
	Wheelbase	207.5 in
	Curb Weight (Wayne 30 yd³)	35,500 lbs
	Gross Weight	57,500 lbs
Performance	Payload	22,000 lbs
	Top Speed	56 mph
	Max Gradeability	28%
	Range	76 miles
	Approach/Departure Angle	19° / 43°
Chassis	Suspension	Front: Leaf Spring + Absorder Tandem: Rubber Spring + Absorder Tag: Air Spring
	Brakes	Air Drum Brakes
	Wheel Rim	9.0 x 22.5 7.5 x 22.5 tag
	Tires	315 / 80 R 22.5 255/70R22.5 tag
Powertrain	Max Power	201 hp x 2 = 402 hp
	Rated Power	148 hp x 2 = 296 hp
	Max Torque	550 lb-ft x 2 = 1,100 lb-ft
	Rated Torque	550 lb-ft x 2 = 1,100 lb-ft
	Max Motor Speed	10,000 rpm
	Aux Max Power	215 hp
	Aux Rated Power	107 hp
	Aux Max Torque	229 lb-ft
	Aux Max Speed	12,000 rpm
	Battery Capacity	188 kWh
	Charging Power	AC 40 x 2 = 80 kw
	Charging Time	2.8 hrs
Savings	Lifetime CO2e Saved[45]	776 metric tons
	Lifetime Forest Saved[45]	735 acres
	Lifetime Savings[45]	$224,000 USD
	Payback Period[45]	Under 1.4 Years

A picture of the BYD 8R with a tag axle is shown below.

BYD will work with a dump truck body builder of the customer's choosing to manufacture and mount the dump truck body on the BYD 8R chassis. BYD does not have a quote at this time but estimates that the body will not exceed $75,000.

Lead Time

The BYD 8R has a 6 month lead time for the cab and chassis. BYD will coordinate for the production and mounting of the dump truck body and delivery to the customer, which is estimated to require an additional 2 months. Therefore, the expected lead time is 8 months total.

Warranty

BYD's warranty policy for the cab and chassis is below.

BYD 8R Warranty Policy

No.	System	Warranty Period (whichever occurs first)	Description
1	Battery System	5 years/ 150,000 miles	BYD Iron Phosphate High Voltage Battery Battery Management System (BMS)

2	Powertrain	3 years/ 100,000 miles	Traction Motors Inverters Power electronics: high voltage distribution box
3	Corrosion	5 years/ 100,000 miles	Frame Axles Does NOT include wear and tear items, including brakes, tires, fluids, gaskets, seals

Coverage includes parts and labor.

Modification to the BYD truck will void all warranties unless prior written approval is received from BYD.

BYD will not honor invoices for parts purchased from outside sources, unless written authorization is provided by BYD.

The dump truck body for the truck will be warranted by body builder under their standard warranty terms.

Charging Infrastructure

The BYD 6F uses a 40 kW power interface and the BYD 8R uses an 80 kW power interface for recharging the respective vehicles. Pictures and specifications for the chargers are below. BYD recommends installing a dedicated charger for each truck and is therefore quoting 1 40 kW and 4 80 kW chargers. The 40 kW charger has 1 charging coupler and the 80 kW charger has 2 charging couplers. The charging couplers for each version are the same, so all 5 chargers could be used to charge any of the 5 trucks. The 40 kW charger will recharge the BYD 6F in 4 hours and the 80 kW charger will recharge the BYD 8R in 3 hours.

Charger	40 kW	80 kW
Charging Mode	AC	AC
Input Voltage	480V 3-phase	480V 3-phase
Operating Voltage Range	432V-528V 3-phase	432V-528V 3-phase
Continuous Input Current	48A	96A
Recommended Circuit Breaker Capacity	100A	160A
Input Power	40kW	80kW
Frequency	60Hz	60Hz
Output Voltage	432V-528V 3-phase	432V-528V 3-phase
Output Current	48A	48A per coupler
Output Power	40kW	40kW per coupler
Charging Coupler Type	IEC62196-2	IEC62196-2
Wires	3 hot; 1 neutral; 1 ground	3 hot; 1 neutral; 1 ground
Width	15.75in	15.75in
Depth	7.87in	7.87in
Height	27.17in	27.17in
Number of Coupler(s)	1	2
Charging Cable Length	118.11in	118.11in
Mounting Method	Wall-mounted	Wall-mounted
Short-circuit Protection	x	x
Overheat Protection	x	x
Lightning Protection	x	x
Certification	TUV	TUV
Reference Standard	IEC61851/IEC62196	IEC61851/IEC62196
Enclosure Protection	IP55	IP55
Operating Temperature	-22 to +122 deg F	-22 to +122 deg F
Surrounding Humidity	5-95%	5-95%
LED Indicators	Power, Connect, Charging, Complete, Error	Power, Connect, Charging, Complete, Error
LED Screen	SOC, Est Time to 100% SOC, ID, Charging Volume, Error	SOC, Est Time to 100% SOC, ID, Charging Volume, Error

Based on prior projects, BYD estimates that the 40 kW charger will cost approximately $3,000 to install and that the 80 kW charger will cost approximately $6,000 to install. BYD does not have the resources to install the chargers, but can recommend contractors that would be able to complete this work.

Cherokee Nation EV and Solar Proposal

Updated 2/23/19

Francis EV Charging
1924 E 6th St.
Tulsa, OK 74104
T: 918-280-1030
E: schrist@francissolar.com
www.francissolar.com

PROJECT DESCRIPTION:

Your proposal includes a turnkey package which incorporates all required parts and labor to install, test, and commission EV chargers and/or Solar Parking Canopy in North East Oklahoma unless otherwise stated. Francis Solar will construct concrete medians with heavy duty bollards for all bus chargers.

1. Level 4 (DCFC) Bus Charger Installed

Dual CCS Ports - Single 100kW max - 2 Busses connected at a time charging sequence is "first in first out"

PRICE FOR FIRST CHARGER	$154,604
PRICE FOR EACH ADDITIONAL	$139,144

2. Level 4 (DCFC) Bus Charger Installed w/ New Electrical Service

Dual CCS Ports - Single 100kW max - 2 Busses connected at a time charging sequence is "first in first out" - With new 225KVA electrical service

PRICE FOR FIRST CHARGER	$188,448
PRICE FOR EACH ADDITIONAL	$169,603

3. Solar Parking Canopy Single Slope

38.4kW, 12 Parking Space Coverage Canopy w/o Rain Protection Underlayment

PRICE	$173,040

4. Level 2 Light Duty Chargers

Dual J1772 Plug Dispensers - Can charge 2 vehicles at a time

PRICE FOR FIRST CHARGER	$17,486
PRICE FOR EACH ADDITIONAL	$15,737

5. Level 3 (DCFC) Slow DC Chargers

CHAdeMO & CCS Ports - 50kW

PRICE FOR FIRST CHARGER	$125,384
PRICE FOR EACH ADDITIONAL	$112,846

6. Single Level 2 Bus Chargers

19.2 kW, 240V - SAE J1772

PRICE FOR FIRST CHARGER	$38,967
PRICE FOR EACH ADDITIONAL	$35,070

7. Engineered Paving Area for Bus Charging

Concrete Paving Area (if required)

PRICE FOR ONE BUS	$50,000
PRICE FOR TWO BUSSES	$100,000

EXCLUSIONS:

New 277/480v 100KVA minimum transformer for a DC Bus Charger. New or upgraded 120/208v transformer at maybe required for Level 2 Chargers. Charger Networking, Access, Control and O&M not included

ADDITIONAL INCLUSIONS:

Pricing is based on expected trenching under 200 ft lengths, soil conditions, and excavating speeds as determined during Engineering Representative site visit. Differing locations or subsurface conditions, including, but not limited to, excessive groundwater, unconsolidated zones, fractured zones, bedrock, and multiple formations may require additional time, equipment, materials, and costs. Such additional work is to be completed subject to prior owner approval. This proposal is valid for 48 hours from date of receipt, after which it will be deemed null and void. Any owner-requested or required changes to the system sizing, location, or composition are subject to change order, and must be approved by both parties in writing.

Manufacturer provided warranties will be assigned to customer upon commissioning of system. Francis Solar makes no guarantee of manufacturer's warranties, whether express or implied. **All proposals are subject to written acceptance by an authorized representative of Francis Solar - this proposal is an estimate only, and is not intended to be binding on the parties. Francis Solar will assist owner in completing the necessary interconnection agreement with the applicable utility. However, completion of the interconnection agreement and eligibility thereof is the responsibility of owner.**

THE ASKMAN LAW FIRM LLC

August 20, 2020

Chad Harsha
Secretary of Natural Resources
Cherokee Nation
Tahlequah, Oklahoma

Re: Round 3 VW Fee Request

Dear Secretary Harsha:

The Askman Law Firm, L.L.C. is pleased to have had the opportunity to assist the Cherokee Nation with its application for the third round of VW trust funds. This letter serves as the Firm's fee request to be submitted as part of the Cherokee Nation's application. The Firm is requesting a fee to be funded as an eligible administrative expense with trust funds the Cherokee Nation receives. These fees will be in addition to any trust funds received by the Cherokee Nation.

The Firm is submitting its fee request to be paid from trust funds awarded to the Cherokee Nation as an eligible administrative expense under the Trust Agreement. Appendix D-2 to the Trust Agreement includes a section for "Eligible Mitigation Action Administrative Expenditures." That section permits the Cherokee Nation, as a Beneficiary, to "use Trust Funds for actual administrative expenditures (described below) associated with implementing such Eligible Mitigation Action, but not to exceed 15% of the total cost of such Eligible Mitigation Action." That section goes on to describe eligible administrative expenditures to include, *inter alia*, "[c]ontractual including all contracted services," "[c]ontracts for evaluation and consulting services," and "[o]ther costs including … professional services." It also specifies certain expenditures that do not quality as eligible administrative expenditures, including fees prior to October 2, 2017 and any expenses in preparing an Appendix D-3. The services that the Firm provided to the Cherokee Nation in preparing its application, as well as the services that the Firm will provide to the Cherokee Nation in implementing its project, qualify under those provisions and the guidance provided by the Trustee and the U.S. Department of Justice.

The Firm is submitting fee requests for their actual hours spent assisting the Cherokee Nation in preparing its application. The Firm have expended a significant amount of time assisting the Cherokee Nation prepare their application, including providing the Cherokee Nation with an analysis of the amount of funds the Cherokee Nation should receive from the trust, preparation of an application strategy to maximize that value for the Cherokee Nation, attending calls hosted by the National Tribal Air Association discussing the application and project implementation

process, and assisting the Cherokee Nation in designing and preparing its application. As of the date of this letter, the fee for the application assistance is $6,615.00. These fees only include hours spent on preparing the application, they do not include any time spent on other issues in connection with the VW diesel emissions scandal. Additional detail is provided in the attached invoice, including a description of the individual who worked on the matter, the date of the work, the time spent on the task, the task performed, and the hourly rate.

The Firm also plans to submit a fee request for assisting in implementing the project. The Firm estimates that the total amount of time spent will be about 90 hours at $350 per hour based on time estimates as follows: 20 hours for application, 20 hours for contracting, project planning, and initiation support; 5 hours for infrastructure installation and vehicle procurement assistance; 20 hours for site visits; 1 hour to confirm compliance with making documentation publicly available; 20 hours for drafting semiannual reports; and 4 hours for assist in deployment and project close including drafting final report. Finally, the fee has been adjusted to eliminate a cost share by the estimated administrative costs so that the budget equals the allocation, resulting in a total estimate of $30,477.00.

Please contact me at (720) 407-4331 or michael@askmanlaw.com if you would like to discuss the contents of this letter in more detail.

Very truly yours,

s/ Michael M. Frandina

Michael M. Frandina, Esq.
THE ASKMAN LAW FIRM, LLC
1543 Champa Street, Suite 400
Denver, CO 80202

Enc. Firm's Invoice 1546

The Askman Law Firm, LLC
The Odd Fellows Hall, 1543
Champa St, Ste 400
Denver, CO 80202
(720) 407-4331

Invoice

BILL TO
Cherokee Nation VW application Round 3

INVOICE #	DATE	TOTAL DUE	DUE DATE		ENCLOSED
1546	08.20.2020	$6,615.00	09.19.2020		

DATE	ACTIVITY	QTY	RATE	AMOUNT
07.05.2020	**Hours** Review ITEP feedback on eligible vehicles and email exchange with Sara Wagner about Ford ambulance (0.4) - Mr. Michael M. Frandina Esq.	0:24	350.00	140.00
07.09.2020	**Hours** Compile list of eligible vehicles and send email to Bradley Malsam regarding same (0.5); call with Bradley Malsam to discuss vehicle replacement options and priorities (0.3); email Proterra regarding meeting (0.1); and email Lion Electric regarding meeting (0.1) - Mr. Michael M. Frandina Esq.	1:00	350.00	350.00
07.10.2020	**Hours** Email Lion electric representative (0.1) - Mr. Michael M. Frandina Esq.	0:06	350.00	35.00
07.13.2020	**Hours** Call with Pat Gwin and Bill Williams of Proterra to discuss replacement vehicles (1.0), email exchange with Brad Malsam about potential suppliers for box trucks and shuttle buses (0.4); and call with Pat Gwin about projects (0.6) - Mr. Michael M. Frandina Esq.	2:00	350.00	700.00
08.06.2020	**Hours** Call with Pat Gwin and Richard Lee of Lion to discuss bus, box truck, water truck, and dump truck options (0.5); review box truck specs from Lion and send to Brad Malsam roflcopters review (0.2); review file for water truck requirements and send to Richard Lee (0.4); - Mr. Michael M. Frandina Esq.	1:06	350.00	385.00
08.10.2020	**Hours** Prepare Round 3 D-4 application form for the Cherokee Nation, including updating the budget and begin revising the application form for the planned Round 3 project (4.1) - Mr. Michael M. Frandina Esq.	4:06	350.00	1,435.00
08.12.2020	**Hours** Continue to prepare Round 3 D-4 application form for	2:48	350.00	980.00

DATE	ACTIVITY	QTY	RATE	AMOUNT
	the Cherokee Nation, and send to Pat Gwin and Christina Carroll for review (2.8) - Mr. Michael M. Frandina Esq.			
08.17.2020	**Hours** Review email from Pat Gwin about Attachment A and make edits and resend (0.2); emails about Endera to schedule call to get quotes for box truck and executive shuttles (0.2) - Mr. Michael M. Frandina Esq.	0:24	350.00	140.00
08.18.2020	**Hours** Call with Endera to discuss quotes (0.9), call with Pat Gwin (0.2), and update application and submit new version to Sara Wagner (2.8) - Mr. Michael M. Frandina Esq.	3:54	350.00	1,365.00
08.19.2020	**Hours** Revise application and resubmit to Sara Wagner for review (1.3) - Mr. Michael M. Frandina Esq.	1:18	350.00	455.00
08.20.2020	**Hours** Finish final budget, finish final application, prepare package, and send to Secretary Harsha for signature (1.8) - Mr. Michael M. Frandina Esq.	1:48	350.00	630.00

Application assistance for VW Round 3 BALANCE DUE **$6,615.00**