EXHIBIT A



Kenworth #032824-KTC

Pricing for contract #032824-KTC offers Sourcewell participating agencies the following discounts:

- 7% 42.8% discount off chassis list price, depending on specific model
- 0% 62.96% (US) and 0% 60.81% (Canada) discount off PACCAR parts list price
- Discounts on used trucks will vary depending on a variety of specifications
- In addition, a volume discount may be considered on a case-by-case basis

Sourcewell - Agency Discount Matrix Kenworth Trucks Contract 032824-KTC - Jan 2025

- **STEP 1.** Any U.S. or Canadian authorized Kenworth Dealer generates a cab and chassis specification using the Kenworth PremierSpec system that meets the agency need. A chassis summary report is generated and at the end of the specifications a Total List Price is shown.
- **STEP 2.** Agency chassis price will be determined by the Total List Price multiplied by the discount factor based on the model, plus any surcharge based on total list price compared to the minimums listed. This price includes cab and chassis only delivered to the first location after assembly.
- **STEP 3.** Agency price for all truck bodies, additional equipment or services, fuel, chassis storage costs to allow body install, DOT or State inspections, extended warranties, etc. is no more than Kenworth dealer sales department cost plus 5%.
- STEP 4. Agency total price is STEP 2 plus STEP 3 plus all required federal, state and local taxes, fees, tag, title, permits, etc.

Example:

- 1. Kenworth Dealer using PremierSpec generates specifications for a T880 model daycab with a Total List Price of \$259,110. Agency discount factor for that model is .637 per matrix below. The cab and chassis is subject to a \$2,000 upcharge since the list price is lower then the minimum listed for the model. The sale price for the cab and chassis would be \$167,012.23 (\$259,110 x .637 + \$2,000 min list upcharge), not including any body or other items.
- 2. Dealer also quotes a locally installed dump body, storage/flooring, local transport & delivery, DOT Inspection, local cleaning and fuel for \$29,117.00 (Dealer cost plus no more than 5% markup)
- 3. Total Agency price for chassis plus body and other goods and services is \$196,129.23 (\$167,012.23 plus \$29,117.00) plus any applicable taxes, state fees, tag, title, etc. Final delivery and payment terms to be mutually agreed upon by the Kenworth dealer and purchasing agency.

Note: California / CARB trucks for 2024 and 2025 are subject to a \$9,000 to \$11,000 surcharge for mitigated CARB engines.

	Agency % Discount off	Equivalent	\$500.00 upcharge if less than	\$1000.00 upcharge if less
Kenworth Medium Duty Models	Total List Price	Discount Factor	Minimum List Price:	than Minimum List Price:
T180	13.7%	0.863	\$107,500	\$104,000
T280	15.0%	0.850	\$124,000	\$121,500
T380	17.4%	0.826	\$146,000	\$143,500
T480	20.6%	0.794	\$171,500	\$169,000
K270 or K370 Cabover	7.0%	0.930	\$105,000	\$98,750
K270 / K370 w/Clear Rail Package	9.0%	0.910	\$128,250	\$125,250
T180 B6.7N Natural Gas Engine	24.7%	0.753	\$147,250	\$144,250
T280 B6.7N Natural Gas Engine	25.0%	0.750	\$155,750	\$153,250
T380 B6.7N Natural Gas Engine	25.0%	0.750	\$167,000	\$164,750
T280 L9N Natural Gas Engine	26.0%	0.740	\$176,250	\$173,750
T380 L9N Natural Gas Engine	27.0%	0.730	\$185,750	\$183,250
T480 L9N Natural Gas Engine	28.0%	0.720	\$222,000	\$220,000
1400 ESIN Natural Gas Eligine	Agency % Discount off	Equivalent	\$1000.00 upcharge if less	\$2000.00 upcharge if less
Kenworth Heavy Duty Models	Total List Price	Discount Factor	than Minimum List Price:	than Minimum List Price:
T680 Daycab	37.5%	0.625	\$250,000	\$244,000
T680 Sleeper	40.4%	0.596	\$292,000	\$286,000
T880 Daycab	36.3%	0.637	\$276,000	\$270,000
T880 Sleeper	37.8%	0.622	\$279,250	\$273,250
T880 Tridem	38.0%	0.620	\$314,750	\$309,250
W990 Daycab	39.2%	0.608	\$290,500	\$284,000
W990 Sleeper	41.3%	0.587	\$296,000	\$289,000
W990 Tridem	42.4%	0.576	\$337,250	\$329,000
T800 Daycab	34.0%	0.660	\$284,000	\$278,500
T800 Sleeper	34.2%	0.658	\$316,000	\$311,000
T800 Tridem	36.4%	0.636	\$324,500	\$316,000
W900 Daycab	33.6%	0.664	\$296,250	\$291,250
W900 Sleeper	35.8%	0.642	\$316,250	\$311,500
W900 Tridem	37.2%	0.628	\$347,750	\$343,000
T680 Daycab PX-9 Next Gen	33.5%	0.665	\$230,000	\$225,000
T880 Daycab w/ PX9 Engine	35.5%	0.645	\$238,500	\$232,000
W900 Daycab w/ PX9 Engine	31.6%	0.684	\$257,750	\$252,250
T880 Daycab with Front Drive Axle	30.0%	0.700	\$353,000	\$346,000
C500	25.0%	0.750	\$353,000	\$346,000
T680 Daycab ISX or X15 - Natural Gas Engine	39.1%	0.609	\$321,000	\$316,500
T680 Sleeper ISX or X15 - Natural Gas Engine	41.4%	0.586	\$323,500	\$317,000
T880 Daycab ISX or X15 - Natural Gas Engine	38.0%	0.620	\$330,500 \$317,000	
T880 Sleeper ISX or X15 - Natural Gas Engine	44.0%	0.560	\$362,750 \$357,500	
T880 Daycab L9N - Natural Gas Engine	37.2%	0.628	\$288,500 \$282,250	
T770 LFE Cabover	24.0%	0.760	Does Not Apply	Does Not Apply
	Agency % Discount off	Equivalent	\$1000.00 upcharge if less	\$2000.00 upcharge if less
Kenworth Battery Electric Models	Total List Price	Discount Factor	than Minimum List Price:	than Minimum List Price:
K270E/K370E Full Electric: 100 mi. Range	33.0%	0.670	Does Not Apply	Does Not Apply
K270E/K370E Full Electric: 150 mi. Range	33.0%	0.670	Does Not Apply	Does Not Apply
K270E/K370E Full Electric: 200 mi. Range	33.0%	0.670	Does Not Apply	Does Not Apply
T680E Full Electric Daycab	36.0%	0.640	Does Not Apply	Does Not Apply
L770E Full Electric LFE Cabover	24.0%	0.760	Does Not Apply	Does Not Apply



PAPÉ KENWORTH

KENWORTH

CUSTOMER TRUCK SALES ORDER

Page 1 of 2

SIC Code:

Address 55 STONY POINT ROAD City SANTA ROSA State CA Zip 94501 City State Zip Phone 707-543-3717 Fax Phone Fax PO No. Delivery/F.O.B. Est. Delivery Date EQUIPMENT Y/Make 2024 KENWORTH Mileage 400 NEW USED Model T880 VIN No. 1NKZLP9X4RJ386998						
Phone 707-543-3717 Fax Phone Fax PO No. Delivery/F.O.B. Est. Delivery Date Phone Fax						
PO No. Delivery/F.O.B. Est. Delivery Date Yr/Make 2024 KENWORTH Model T880 VIN No. 1NKZLP9X4RJ386998 Description: T880 TRUCK CHASSIS - AS PER BUILD SHEET DUMP BODY & EQUIP. & SERVICES: CRYSTEEL 14 YRD. ELLIPTICAL 15FT.DUMP BODY - AS PER REVISED SPEC \$83,478.15 DOC FEE ADMIN FEE						
EQUIPMENT Yr/Make 2024 KENWORTH Mileage 400 NEW USED						
Model T880 VIN No. 1NKZLP9X4RJ386998						
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WARRANTY VENDOR NEW EXTENDED (describe)						
VENDON NEW EXTENSES (GOODING)						
LICED (december)						
USED (describe)						
AS IS / NO WARRANTY Buyer Initial:						
A heavy-duty tractor and 53-foot or longer box-type trailer operated in California may be subject to the California Air Resources Board Heavy-Duty Vehicle Greenhouse Gas Emission Reduction measure. These vehicles may be required to use low-rolling resistance tires and meet aerodynamic equipment requirements to reduce greenhouse gas emissions. For more information, please visit the California Air Resources Board website at http://www.arb.ca.gov/cc/hdghg/hdghg.htm .						
If trade-in, Buyer certifies that there is no lien of any kind and that the Trade is free and clear and is his sole and absolute property except as noted above. The undersigned Buyer places a firm order.						
PAPÉ KENWORTH Store 10						
City SAN LEANDRO State CA Zip 94577 By CITY OF SANTA ROSA Title						
City SAN LEANDRO State CA Zip 94577 By CITY OF SANTA ROSA Title By DAVID CEDILLO Title Title Title Title						

TERMS AND CONDITIONS OF SALE

TERMS AND CONDITIONS OF SALE: Sales Orders are based on the terms and conditions stated herein. Unless otherwise provided on the face hereof, offers are good for acceptance for a period of 30 days from the date hereof. An order by the Buyer shall constitute an acceptance of the terms and conditions herein proposed. If, and only if, no offer of sale is issued by Seller, then the invoice shall be deemed: an acceptance of the Buyer's order; a written confirmation; and a final, complete, and exclusive written expression of the agreement between Seller and Buyer. Buyer is hereby notified that additional or different terms from those contained herein are objectionable.

- 1. **Taxes.** Buyer shall pay all local, state, and federal taxes arising from or related to any sale or lease to which this document relates, except for taxes upon or measured by net income of Seller.
- 2. Delivery. Stated or promised delivery dates are estimates only based upon Seller's best judgment and Seller shall not be responsible for deliveries later than promised regardless of the cause. Delivery periods are projected from the date of receipt of any order by Seller, but if equipment to be furnished by Seller is to be manufactured specifically to fill a particular order, delivery periods will be projected from the date of Seller's receipt of complete manufacturing information. If the furnishing of equipment on orders accepted by Seller is hindered or prevented by public authority or by the existence of war or other contingencies, including, but not limited to, shortage of materials, fires, labor difficulties, accidents, delays in manufacture or transportation, acts of God, embargoes, inability to ship, inability to insure against war risks or substantially increased prices or freight rates, or other causes beyond Seller's control, the obligation to fill or complete such orders shall be excused by Seller's option.
- 3. Transportation and Claims. Prices quoted are net F.O.B. point designated in writing by Seller. When no F.O.B. point is designated in writing by Seller, prices for new equipment shall be deemed to be net F.O.B. point of manufacture and prices for all other equipment shall be deemed to be F.O.B. Seller's place of business at which the order for the equipment is accepted. Seller's responsibility for the equipment shall cease and all risk of loss shall become the Buyer's upon delivery of the equipment to the first carrier for shipment to the Buyer or his consignee, even though such delivery shall be made prior to the arrival of the equipment at the F.O.B. point designated, and any and all claims for shortages, deliveries, damages or non-delivery must be made by the Buyer or his consignee to the carrier. Seller shall in no event be responsible for shortages in shipments unless notice of such shortage is given in writing to Seller within 15 days after receipt of shipment.
- 4. Payment and Security. Buyer agrees to pay in full for the equipment at time of delivery. Buyer agrees to pay the late charge on any past due balance at the rate of 18% per annum. The signator warrants that he/she has authority to execute this order on behalf of any party for whom he/she signs, and that such party has the power to enter into this agreement and perform its terms. As security for all of Buyer's obligations to Seller, Buyer grants to Seller a security interest in the equipment and authorizes Seller to file all documents necessary to perfect Seller's security interest. The security interest granted hereunder is in addition to any other rights available to Seller, and Seller shall have all of the rights and remedies available to a secured party under the Uniform Commercial Code, all of which are cumulative. Throughout the duration of Seller's security interest. Buyer shall keep the equipment fully insured against theft and loss or damage by fire and other casualty as Seller may from time to time require in accordance with such terms as Seller may require.
- 5. **Buyer to Furnish.** Performance by Seller is subject to the Buyer furnishing a satisfactory credit rating certificate, letter of credit, evidence of financing, or any other similar papers necessary for the satisfactory completion of such order.

- 6. **Assignment.** The right to any monies due or to become due hereunder may be assigned by Seller, and Buyer, upon receiving notice of such assignment, shall make payment as directed.
- 7. Limitations of Warranties. If "NEW" warranty is indicated on the reverse side or if new equipment is purchased hereunder, all warranties are strictly given only by the manufacturer. Copies of manufacturer's warranty can be obtained from Seller. If "USED" warranty is indicated on the reverse side. Seller hereby warrants to Buyer that the equipment or components thereof designated on the reverse side, shall be free under normal use and service from defects in material and workmanship for the period shown, commencing on the date of delivery. Buyer's exclusive remedy for breach of the limited warranty shall be the repair or replacement of the warranted equipment without charge to Buyer when returned at Buyer's expense to the Seller's facility where the equipment was purchased, with proof of purchase. Buyer must give notice of any warranty claim not later than 7 days after the expiration of the warranty period and must return the equipment to Seller for repair or replacement no later than 30 days after expiration of the warranty period. Any action against Seller for breach of the limited warranty must be commenced within one year after the date of delivery of the equipment. Seller's warranty does not extend to any defect, claim, or damage attributable to the failure to operate and/or maintain the equipment in accordance with the manufacturer's specifications, or due to the failure to operate or maintain the equipment in accordance with any recommendations of Seller. If "AS IS" is indicated on the reverse side, no warranty of any kind is being given and the equipment is being sold with all faults. THE WARRANTIES IN THIS PÄRAGRAPH AND ON THE REVERSE SIDE ARE THE EXCLUSIVE WARRANTIES GIVEN BY SELLER AND SUPERSEDE ANY PRIOR, CONTRARY, OR ADDITIONAL REPRESENTATIONS, WHETHER ORAL OR WRITTEN. SELLER HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES OTHERWISE ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, SELLER SHALL NOT BE LIABLE FOR ANY LOSS. INJURY, OR DAMAGE TO PERSONS OR PROPERTY RESULTING FROM THE FAILURE OR DEFECTIVE OPERATION OF THE EQUIPMENT; NOR WILL SELLER BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND SUSTAINED FROM ANY CAUSE. This exclusion applies regardless of whether such damages are sought for breach of warranty, breach of contract, negligence, or strict liability in tort or under any other legal theory.
- 8. **Notice.** This paragraph shall serve as notice that The Papé Group, Inc. has assigned its rights to sell its rental equipment (as may be described in this sales order) and its rights to sales proceeds (including "trade-in assets" related thereto) to North Star Deferred Exchange as part of an IRC Sec. 1031 exchange.
- 9. Attorneys Fees. In the event suit or action is instituted against Buyer on account of or in connection with or based upon the terms hereof, the Buyer agrees to pay, in addition to the costs and disbursements provided by law, such sum as the court may adjudge reasonable attorney's fees in both the trial and appellate courts, or in connection with any bankruptcy proceeding.
- 10. Entire Agreement. The foregoing and any addendum shall constitute the complete and exclusive agreement between the parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions, guarantees, or obligations whatsoever, either expressed or implied, other than as herein set forth or provided for shall be binding on either party. Each party may transmit its signature by facsimile to the other party and such facsimile signatures shall have the same force and effect as an original signature.

I have read, understand and am bound by the above Terms and Conditions of Sale.	

ADDENDUM TO **CUSTOMER TRUCK SALES ORDER**

Customer Name: CITY OF SANTA ROSA

Sales Order: RJ386998 & RJ386999

	AL PURCHASES				
Yr/Make	Model	VIN			Description
2024	T880	1NKZLP9X6R	J386999	C	chassis only
	AL TRADE-INS			T	
Yr/Make	Model	VIN			Description
If trade-in, Buyer cert The undersigned Buy	ifies that there is no lien of er places a firm order.	any kind and that the Trade	is free and clear	and is his sole and ab	solute property except as noted above.
	PAPÉ KENWORTI	1		BU	YER
Store 10					
City SAN LEAR	NDRO State C	A _{Zip} 94577	By CITY O	F SANTA ROSA	Title
By DAVID C		Title TERRITORY MGR	Ву		Title
Date 1/13/202	25		Date		

ADDENDUM TO CUSTOMER TRUCK SALES ORDER

Buyer Name:
RJ386998 & RJ386999 Sales Order:
ONCE ACCEPTED BY SELLER, ORDERS ARE NOT SUBJECT TO CANCELLATION, MODIFICATION OR REJECTION BY BUYER, IN WHOLE OR IN PART, EXCEPT WITH SELLER'S EXPRESS AND PRIOR WRITTEN CONSENT WHICH MAY BE WITHHELD OR CONDITIONED IN SELLER'S SOLE DISCRETION. In the event Seller consents to cancellation, Buyer will indemnify Seller for any loss or damage occasioned by such cancellation, including but not limited to Seller's lost profit, expenses (including overhead), and costs of collection.
Buyer's failure to accept delivery and remit full payment upon tender of equipment shall constitute a default under this Sales Order.
In the event of default, Seller may, at its option (a) resell the equipment by public or private sale without further notice to Buyer and recover from Buyer the difference between the price under the Sales Order and the price received upon resale; (b) recover all incidental damages, including but not limited to inspection, transportation, and storage costs; and (c) recover all other damages sufficient to put Seller in as good a position as if Buyer had accepted tender of the equipment and paid in full. The foregoing remedies are cumulative and not exclusive, and Seller's exercise of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the parties, or otherwise.
BUYER
By: Title:
By: Title: