

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

1 AGREEMENT

2 **31008**

3 THIS AGREEMENT is made and entered, in duplicate, as of December 16,
4 2008 for reference purposes only, pursuant to Resolution No. RES-08-0152 adopted by
5 the City Council of the City of Long Beach at its meeting on December 2, 2008, by and
6 between LOS ANGELES TRUCK CENTERS, LLC DBA LOS ANGELES FREIGHTLINER
7 WESTERN STAR-LONG BEACH, a California limited liability company ("Contractor"),
8 with a place of business at 1654 Anaheim Street, Unit 1A, Long Beach, California 90813,
9 and the CITY OF LONG BEACH ("City"), a municipal corporation.

10 WHEREAS, Section 1802 of the Long Beach City Charter permits the City
11 to make purchases under the purchasing contracts of other governmental agencies when
12 authorized to do so by a resolution; and

13 WHEREAS, the City desires to purchase two (2) LNG powered Sterling
14 LT8500 Cab Tractors; and

15 WHEREAS, the Port of Long Beach has an Agreement for the purchase of
16 these tractors from Los Angeles Truck Centers, LLC. dba Los Angeles Freightliner
17 Western Star-Long Beach, Agreement No. HD-7329 ("POLB Agreement"); and

18 WHEREAS, Resolution No. RES-08-0152 authorizes the City Purchasing
19 Agent to purchase these trucks from Contractor by virtue of the POLB Agreement;

20 NOW, THEREFORE, in consideration of the terms and conditions
21 contained in this Agreement, the parties agree as follows:

22 1. The POLB Agreement with Contractor is incorporated by this
23 reference as if fully set forth, and the same terms and conditions contained in the POLB
24 Agreement shall be applicable here except as follows:

25 A. Wherever the POLB Agreement refers to the Port of Long
26 Beach, it shall be deemed to refer to the City of Long Beach;

27 B. Contractor shall sell, furnish and deliver to the City two (2)
28 LNG powered Sterling LT8500 Cab Tractors of substantially the same type and

1 kind purchased by the Port of Long Beach and on the same terms and conditions
2 offered to the Port of Long Beach, except as modified by Exhibit "A" attached to
3 and incorporated in this Agreement, for an amount not to exceed Two Hundred
4 Ninety-Nine Thousand Six Hundred Thirty Dollars (\$299,630), including tax, with a
5 10% contingency (or \$29,963) if necessary and if funds are available, for a period
6 extending until the warranty on the LNG powered Sterling LT8500 Cab Tractors
7 expires. To the extent that the POLB Agreement and this Agreement are
8 inconsistent, the following priority shall govern: (1) this Agreement and (2) the
9 POLB Agreement.

10 C. Payment for the tractors purchased from Contractor by the
11 City shall be made by the City on delivery to and acceptance of the tractors by the
12 City and submittal of an invoice to the City. Payment is due thirty (30) days after
13 the date of the invoice.

14 D. All warranties shall accrue to the City of Long Beach.

15 E. The parties may, by mutual agreement, amend this
16 Agreement with the approval of the City's City Council.

17 2. Neither this Agreement nor any money that becomes due to
18 Contractor under this Agreement may be assigned by Contractor without the prior written
19 consent of the City Manager or his designee.

20 3. Any notice given under this Agreement shall be in writing and
21 personally delivered or deposited in the U.S. Postal Service, return receipt, and shall be
22 delivered or mailed to Contractor at the relevant address first stated above, and to the
23 City at 333 West Ocean Boulevard, Long Beach, California 90802 Attn: City Manager.
24 Notice shall be deemed given three days after deposit in the mail.

25 4. The terms appearing on the POLB Agreement are incorporated in
26 this Agreement.

27 5. Contractor shall cooperate with the City in all matters relating to self-
28 accrual of use tax. Contractor shall contact the City Treasurer for additional information

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1 regarding self-accrual.

2 6. This Agreement and all documents which are incorporated by
3 reference in this Agreement constitute the entire understanding between the parties and
4 supersede all other agreements, oral or written, with respect to the subject matter of this
5 Agreement. If there is any legal proceeding between the parties to enforce or interpret
6 this Agreement, or to protect or establish any rights or remedies, the prevailing party shall
7 be entitled to its costs and expenses, including reasonable attorney's fees.

8 IN WITNESS WHEREOF, the parties have caused this document to be duly
9 executed with all formalities required by law as of the date first stated above.

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LOS ANGELES TRUCK CENTERS, LLC
DBA LOS ANGELES FREIGHTLINER
WESTERN STAR-LONG BEACH, a
California limited liability company

1/8, 2009

By [Signature]
BRADLEY C. FAUVRE, Pres
(Type or Print Name)

"Contractor"

CITY OF LONG BEACH, a municipal
corporation
Assistant City Manager

Jan 26, 2009

By [Signature]
City Manager

"City"

EXEMPTED PURSUANT
TO SECTION 54C OF
THE CITY CHARTER.

This Agreement is approved as to form on 1-15,
2009.

ROBERT E. SHANNON, City Attorney
By [Signature]
Deputy

EXHIBIT “A”

www.lafreightliner.com

Los Angeles Freightliner - Western Star - Mitsubishi
2429 South Peck Road
Whittier, CA 90601
(562) 447-1200

18900 S. Susana Road
Long Beach, CA 90221
(562) 415-2200
Fax (562) 415-2220

Los Angeles Freightliner -
Western Star - Mitsubishi
13800 Valley Blvd.
Fontana, CA 92335
(909) 510-4000
Fax (909) 510-4050

Collison Center
1031 E. Holt Blvd.
Ontario, CA 91761
(909) 510-4100
Fax (909) 510-4125

Las Vegas Freightliner -
Sterling - Western Star
3701 Freightliner Dr.
N. Las Vegas, NV 89031
(702) 643-0313
Fax (702) 643-0728

San Diego Freightliner
7451 Trade Street
San Diego, CA 92121
(858) 202-3300
Fax (858) 202-3316

Select Trucks of
Los Angeles
13750 Valley Blvd.
Fontana, CA 92335
(909) 510-5000
Fax (909) 510-5050

Select Trucks of
Las Vegas
3701 Freightliner Dr.
N. Las Vegas, NV 89031
(702) 657-1110
Fax (702) 657-1518

BusWest - Main
21107 Chico St.
Carson, CA 90745
(310) 984-3900
Fax (310) 984-3996

High Desert
Truck & Trailer
8995 Three Flags Ave.
Hesperia, CA 92345
(760) 948-6442
Fax (760) 948-6553

Southbay Truck Center
21107 Chico St.
Carson, CA 90745
(310) 984-3950
Fax (310) 549-5531

Silver State
Truck & Trailer
7465 Dean Martin Dr.
Unit 103
Las Vegas, NV 89139
(702) 478-9320
Fax (702) 405-4385

October 20, 2008

Mr. John SeEVERS
City of Long Beach
Public Works - Fleet Services Bureau
2600 Temple Avenue
Long Beach, CA. 90806
Re: 2009 Sterling LT8500 LNG Tractor

Dear Mr. SeEVERS,

I have included for your convenience the documentation requested for the 2009 Sterling LT8500 three axle day cab tractor with the Cummins ISL gas engine & the contract acquisition agreement between Los Angeles Truck Centers, LLC & the Port of Long Beach (POLB) Clean Truck Program. This contract has been signed by both the President of Los Angeles Truck Centers, LLC & the Executive Director, Port of Long Beach. I have also provided a detailed specification list of the Sterling natural gas tractor and a buyers order for your approval. In summary, this package includes the following:

1. Acquisition Agreement between LAF & POLB.
2. Tractor Specifications
3. Buyers Order

Please sign all paperwork where indicated and initial at the bottom of each page the truck specs. These units are available for immediate delivery as soon as we get a purchase order from you. Thank you for the opportunity to earn your valued business.

Best Regards,



Ron Creighton
Los Angeles Truck Centers
562-447-1515 office
562-755-6108 mobile





Los Angeles Freightliner
 Western Star - Long Beach
 1654 Anaheim St. Unit 1A
 Long Beach, CA 90813
 1.800.366.4621
 1.562.692.6389 FAX

Ron Creighton - tel: 562/447-1515 - mobile: 562/755-6108 - email: RCreighton@lafreightliner.com

Purchaser's Name(s) CITY OF LONG BEACH

Stock # DE-03700/2008-3801

Address 2600 TEMPLE AVE
 City LONG BEACH
 County Los Angeles

State CA
 Zip 90806

Date 10/20/2008
 Bus Phone (562)570-5400
 Call Phone 562-254-6747
 Fax Phone

New/Used	Make	Model	Year	Color	To Be Delivered On Or About	
New	STERLING	LT8500	2009	White	11/14/2008	
Type of Vehicle	Serial Number	Mileage			Price Per Unit	Quantity
Tractor						2
Cash Price Of Base Vehicle					\$138,324.00	\$276,648.00
Additional Options:						
Extended Towing Warranty 2 YRS						
Doc Fee / Prep Fee					\$55.00	\$110.00
Total					\$138,379.00	\$276,758.00
California Tire Recycle Fee					\$17.50	\$35.00
FET						
Sales Tax 8.2500					\$11,416.27	\$22,832.54
License/Registration Fee						
O/S Delivery Fee						
Total Cash Delivered Price					\$149,812.77	\$299,625.54
CASH						
Cash down payment						
Check/PO#						
Deposit on Order						
Deposit Each						
Cash on Delivery Each						
Description Of Trade-In					Appraisal Allow. For Used Vehicle Trade	
Make	Model	Type	Year	Quantity	Less Balance Owning to	
					Trade in Allowance	
Eng. No.	VIN No.		License No		Amount Due Upon Delivery	
					\$299,625.54	

ONLY THOSE ITEMS AND SERVICES SPECIFICALLY WRITTEN ON THIS ORDER ARE INCLUDED IN THE STATED PRICE. ANY OTHER AGREEMENTS, UNLESS IN WRITING, ARE NOT BINDING ON SELLER.

The first and second pages of this Order comprise the entire agreement affecting this purchase and no other agreement or understanding of any nature concerning this purchase has been made or entered into, or will be recognized. I hereby certify that no credit has been extended to me for the purchase of this motor vehicle except as appears in writing on the face of this agreement.

I have read and understand the second page of this agreement and agree to it as a part of this order the same as if it were printed above my signature. I certify that I am of legal age, or older, that I have legal capacity and authority to execute this agreement on behalf of my company, and hereby acknowledge receipt of a copy of this order.

CITY OF LONG BEACH

Ron Creighton

Purchaser's Name

Sales Person

Purchaser's Signature

Approved By:

This order is not valid unless signed and accepted by dealer

1. **TRADE-IN(S).** Purchaser shall deliver trade-in(s) in the same condition as at time of inspection and appraisal by Seller reasonable wear and tear excepted, except as disclosed in the Agreement. Purchaser represents that each truck shall be free and clear of all liens and encumbrances and warrants that the trade-in(s) are that type and condition described in this Agreement, including any attachments hereto.
2. **TERMS OF PAYMENT.** Unless otherwise agreed, net payment shall be due on delivery. Late payments shall bear interest at the rate of 18% per annum, or the maximum permitted under law, whichever is less. If acceptance of delivery is delayed by Purchaser, payment shall become due on the date when Seller is prepared to deliver. If the financial condition of Purchaser at any time does not, in the judgment of Seller, justify continuance of the work to be performed by Seller hereunder on the terms of payment as agreed upon, Seller may suspend such work, or postpone delivery, and require such assurances of Purchaser's performance as Seller deems adequate, including payment in advance, or Seller may cancel this order and shall receive reimbursement for its reasonable and proper cancellation charges. In the event of bankruptcy or insolvency of Purchaser, voluntary or involuntary, Seller shall be entitled to cancel any order then outstanding at any time and seek reimbursement for its reasonable and proper cancellation charges.
3. **CANCELLATION.** Purchaser may cancel this order only if Seller is able to cancel said order with the manufacturer, and only upon written notice. Upon any cancellation or failure to accept delivery, Purchaser shall pay Seller reasonable cancellation charges and expenses, not to be less than Seller's out-of-pocket expenses including carrying costs.

(Purchaser's Initials)

4. **SALES AND OTHER TAXES.** Unless otherwise specified herein, Seller's price does not include federal excise, sales, use, or other taxes. Consequently, in addition to the price specified herein, the amount of any other excise, sales, use, or other tax applicable to the sale or use of the truck purchased hereunder shall be paid by Purchaser, or in lieu thereof Purchaser shall provide Seller with a tax exemption certificate acceptable to the taxing authorities. Purchaser agrees that all taxes related to this transaction, whether arising at the time of the transaction or in the future, are Purchaser's responsibility and further agrees to promptly pay any such taxes.
5. **DELIVERY.** All trucks furnished hereunder shall be delivered to Purchaser at the Seller's dealership location or other location as designated in this Agreement. Unless otherwise provided, delivery will be made via carriers and routes designated by manufacturer with freight charges to be included in the purchase price. Delivery dates are approximate and are based upon receipt of all necessary information from Purchaser. Seller shall not be liable for delays in delivery or manufacturing, or other causes beyond Seller's control.
6. **TECHNICAL CHANGES.** Purchaser acknowledges that the manufacturer and Seller reserve the right to change the specifications of the truck(s) at any time without obligation to make such changes in other trucks previously delivered to Purchaser. In addition, manufacturer and Seller reserve the right to make design changes and substitution of materials subsequent to the receipt of the order which, in manufacturer's or Seller's opinion, are necessary to improve the truck. Purchaser agrees to accept any such changes as fulfillment of Seller's obligations under this order.
7. **REQUIRED EQUIPMENT.** This order shall be deemed to include, whether or not specified herein, all equipment or accessories required by the National Highway Traffic Safety Act or other regulations in effect at the time of order receipt. It is agreed that any additional or different equipment not specified which is required at the time of delivery to meet the foregoing Act or other regulations will be added and the costs shall be paid by Purchaser.
8. **TITLE AND REMEDIES.** Until full payment by Purchaser of all amounts due hereunder, Seller reserves the title to all equipment furnished hereunder. If Purchaser defaults in payment or performance hereunder or becomes subject to insolvency, receivership, or bankruptcy proceedings, or makes an assignment for the benefit of creditors, or without the consent of Seller voluntarily or involuntarily sells, transfers, leases, or permits any lien or attachment on the equipment delivered hereunder, Seller may treat all amounts then or thereafter owing hereunder by Purchaser as immediately due and payable (subject only to credits required by law) and Seller may repossess said equipment by any means available by law and shall enjoy any and all other remedies of a secured creditor under the Uniform Commercial Code. Purchaser shall execute and deliver to Seller such financing statements and other documents, as Seller may deem appropriate to evidence, perfect, and protect the priority of its security interest in the truck(s) subject to this order.
9. **GENERAL.** Any assignment by Purchaser of this order or any rights hereunder, without written consent of Seller, shall be void. Clerical errors in this order may be automatically corrected by giving written notice thereof to Purchaser by a duly authorized representative of Seller. No waiver, alteration, or modification of any of the provisions hereof shall be binding unless and until in writing and signed by a duly authorized representative of Seller. To the extent not covered by other terms herein, including terms of warranty and limitation of liability, etc., the provisions of the Uniform Commercial Code shall govern this sale.

This Agreement (including by reference the provisions set out in manufacturer's standard warranty or warranties) shall constitute the entire agreement between Purchaser and Seller, and no understandings or obligations not expressly set forth herein or in manufacturer's standard warranty or warranties are binding upon Purchaser or Seller.

ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN SELLER ARE THEIRS, NOT SELLER'S, AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. SELLER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Accepted and Agreed by: _____ (Date)

(Company Name)

Signor's Name and Title: _____ (Signature)

(Please Print Name and Title. Must be an officer
of the company authorized to approve capital purchases.)

HD-7329

**AGREEMENT REGARDING ACQUISITION OF VEHICLES
FOR CLEAN TRUCK PROGRAM**

This Agreement Regarding Acquisition Of Vehicles For Clean Truck Program (the "Agreement") is entered into as of July __, 2008 (the "Effective Date") by and between Los Angeles Truck Centers, LLC, a California limited liability company ("Dealer"), and the City of Long Beach, acting by and through its Board of Harbor Commissioners at its meeting of June 16, 2008 ("POLB"). Dealer and POLB are sometimes referred to collectively as the "Parties".

RECITALS

- A. The Parties both wish to enter into a business transaction which will improve air quality in and around the Ports of Long Beach and Los Angeles, California.
- B. POLB has requested Dealer to order 200 Freightliner Columbia Model day cab clean diesel trucks and 100 Sterling Model LT8500 day cab liquid natural gas ("LNG") trucks which will be available for sale to third parties (the "Vehicles").
- C. Dealer has agreed to order the vehicles subject to the terms and conditions of this Agreement.

AGREEMENT

In consideration of the foregoing recitals and of the covenants and conditions set forth below, the Parties agree as follows:

- 1. RECITALS. The recitals set forth above are incorporated by this reference as part of the Agreement between the Parties.
- 2. ACQUISITION OF VEHICLES BY DEALER. In consideration of the mutual promises and covenants set forth in this Agreement, Dealer agrees to acquire the following vehicles (the "Vehicles") to be held in Dealer inventory and made available for

to third-party end user purchasers ("Purchasers") at the following prices (the "Purchase Prices"):

Vehicle Make	Type	Model	Quantity	Color	Purchase Price
Freightliner	Day Cab	Columbia	200	White	\$93,310
Sterling	Day Cab	LT8500	100	White	161,135

The Parties hereby acknowledge that in the event that either Freightliner or Sterling elect not to accept Dealer's order or to produce the respective Vehicles for any reason whatsoever, Dealer shall have no liability to any party under this Agreement relating to affected vehicles. The Parties further acknowledge and agree that in the event that Freightliner and /or Sterling can and do produce the respective Vehicles as requested, such order cannot be cancelled for any reason and that Dealer must be paid for these Vehicles in accordance with the terms of this Agreement.

Dealer shall identify all Vehicles by type, serial or vehicle identification number and date of delivery ("Inventory") and shall promptly provide POLB with a copy of the inventory every time Vehicles are added to or removed from the Inventory.

3. DELIVERY AND TITLE TO THE VEHICLES. The Vehicles ordered pursuant to this Agreement shall be delivered to Dealer's designated Southern California facility. Until such time that the Vehicles are sold by Dealer, the "Certificate of Origin For A Vehicle" for each of the Vehicles shall reflect that Dealer remains the Vehicles' owner of record. No sale of the Vehicles is intended by this Agreement nor shall one occur until such time as Dealer makes and documents a final sale of the Vehicles to Purchasers, or to POLB for resale, pursuant to the provisions of this Agreement.

JMS

4. SALE OF VEHICLES. Dealer agrees to use commercially reasonable efforts to sell the Vehicles to Purchasers at their respective Purchase Prices in cooperation with the efforts of POLB to institute its Clean Truck Program. Dealer agrees to use its best efforts to ensure that Vehicles are sold from the Inventory before similar vehicles are sold from Dealer's own inventory. Dealer agrees that every retail sale of the Vehicles to Purchasers shall occur exclusively at Dealer's sales office located in the City of Long Beach. Dealer agrees to cooperate with the City to ensure that all sales taxes on the Vehicles accrue to the benefit of the City of Long Beach.

5. OTHER DEALER RESPONSIBILITIES. Dealer shall be responsible for all risk of loss and property damage to the Vehicles and, at dealer's cost, shall keep the Vehicles in good condition and fully insured under Dealer's casualty or other property loss insurance policies while the Vehicles are in Dealer's physical possession.

6. COSTS AND EXPENSES PAYABLE BY POLB. In the event one or more of the Vehicles remain unsold after a period of one hundred and twenty (120) days after Dealer's initial receipt of such Vehicle, POLB agrees to pay Flooring Costs for each unsold Vehicle as follows: Flooring Rate multiplied by (Purchase Price plus federal excise tax) plus \$10.00 per Vehicle. The Flooring Rate will adjust monthly and shall be the one month LIBOR rate as published on the first business day of each month in the Wall Street Journal plus a margin of 2.0%. Beginning one hundred and twenty (120) days after Dealer's initial receipt of any unsold Vehicle and terminating upon the sale of that Vehicle, Dealer shall invoice POLB monthly for the Flooring Costs. POLB shall pay the amounts so invoiced within thirty (30) days after approval of such invoice.

7. PREPARATION OF TITLE AND SALE DOCUMENTS. Upon any sale of any of the Vehicles, Dealer shall be responsible for the preparation and processing of all necessary and appropriate title, purchase, Department of Motor Vehicles, and licensing documentation to reflect any such sales as the Vehicles are sold.

8. ADDITIONAL POLB OPTIONS. At any time, and at the exclusive option of the POLB, POLB may notify Dealer in writing that it has elected to:

(a) Purchase unsold Vehicle(s) from Dealer for resale by paying Dealer the Purchase Price for those Vehicles less any insured damage to the Vehicles; or,

(b) Have Dealer sell unsold Vehicle(s) at public auction to the highest bidder. In the event that POLB elects to have Dealer sell the Vehicle(s) at public auction, Dealer shall use commercially reasonable efforts to advertise and hold a public auction of the Vehicle(s). Upon any such auction sale, POLB shall pay Dealer, or Dealer shall pay POLB, within thirty (30) days of receipt of an invoice a sum equal to the difference between the Purchase Price for the Vehicle(s) being sold and the actual selling price of the subject Vehicle(s), plus Dealer's selling costs including any sale and/or auction commissions, less any insured damage to the Vehicle(s). Any such commissions shall not exceed Dealer's then existing commission plan at the time of each such sale.

The foregoing terms concerning POLB's guarantee of the Purchase Price are not intended by the Parties to constitute a present sale of the Vehicles to POLB.

9. POLB'S RIGHT TO AUDIT. POLB shall have the right to audit all Dealer records related to this Agreement, including all those related to invoiced charges, for compliance with this Agreement. Dealer agrees to make all applicable records available upon 24 hours notice during normal business hours.

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10. GOVERNING LAW. This Agreement shall be subject to and construed in accordance with the laws of the State of California with the courts of that State having jurisdiction to resolve all disputes which may arise under or which relate to this Agreement.

11. COUNTERPARTS AND FACSIMILE EXECUTION. This Agreement may be executed in any number of counterparts each of which, when so executed and delivered, shall be deemed an original. Delivery of an executed counterpart of this Agreement by facsimile shall be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering an executed counterpart of this Agreement by facsimile shall also deliver a manually executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of the counterpart executed and delivered by facsimile.

12. ATTORNEYS FEES. If any action at law or equity is commenced concerning this Agreement or to enforce its terms, the prevailing party in such matter shall be entitled to the payment of reasonable attorneys' fees as determined by the Court and costs, in addition to any other relief which may be awarded to that party.

13. ADDITIONAL DOCUMENTS. The Parties agree to execute and to deliver to each other any and all other additional documents and to take any additional steps reasonably necessary to complete, to document and to carry out the business transaction contemplated by this Agreement.

14. NEGOTIATED TRANSACTION. The drafting and negotiation of this Agreement has been participated in by all of the Parties. For all purposes, this Agreement shall be deemed to have been drafted jointly by both of the Parties.

15. REPRESENTATION REGARDING AUTHORITY TO SIGN AGREEMENT

Each of the representatives of the Parties signing this Agreement warrants and represents to the other that he, she or it has the actual authority to sign this Agreement on behalf of the party for whom he, she or it is purporting to represent.

16. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the Parties and it supersedes any prior written or oral agreements between the Parties concerning the subject matter of this Agreement. There are no representations, agreements, or understandings between the Parties relating to the subject matter of this Agreement which are not fully expressed within this Agreement.

17. BINDING EFFECT. This Agreement shall be binding upon and inure to the benefit of the respective heirs, successors, assigns, affiliates and personal representatives of the Parties.

18. ASSIGNMENT. Neither Party will have the right to assign its rights or obligations hereunder without obtaining the prior written consent of the other Party, and any attempted assignment without such prior written consent will be void.

19. INDEMNITY. Each Party agrees to indemnify, defend and protect the other Party and its officers, directors, agents and employees from and against and hold the other Party and its officers, directors, agents and employees harmless and free from any and all liability, loss, cost, expense or obligation, including without limitation reasonable attorney's fees, court costs and other expenses, including without limitation, those of appeal, on account of or arising out of injury to or death of any person or persons or damage to or loss of use of property that is primarily attributable to the negligence or

willful misconduct of the indemnifying Party or such Party's employees, agents or contractors.

20. MODIFICATION. This Agreement shall not be modified, amended, or changed except in a writing signed by each of the Parties affected by such modification, amendment or change.

21. NOTICES. All notices pertaining to this Agreement shall be in writing and shall be transmitted either by personal delivery, facsimile, overnight courier or by certified mail. Personal delivery and overnight courier delivery shall be deemed received upon proper service, delivery by certified mail shall be deemed completed five (5) days after mailing and delivery by facsimile shall be deemed to have been received on the business day following the sending thereof (so long as it is received and reproduced at the address of the recipient on paper). The addresses set forth below shall be the addresses used for notice purposes unless written notice of a change of address is given:

"Dealer"

Los Angeles Truck Centers, LLC
2429 S. Peck Road
Whittier, CA 90601

"POLB"

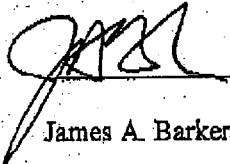
Executive Director, Port of Long Beach
925 Harbor Plaza
Long Beach, California 90801

Signature page follows

SEE ATTACHED AND SIGN TRUCK SPECIFICATION 2009
FREIGHTLINER COLUMBIA PORT TRACTOR WITH 410 HP
DDC SERIES 60 DIESEL ENGINE, INCORPORATED BY
THIS REFERENCE.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the
Effective Date first noted above.

SIGNATURES



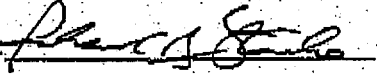
Date: July 2, 2008

James A. Barker

President

Los Angeles Truck Centers, LLC

Date: 7-2-08

By: 

Title: EXECUTIVE DIRECTOR

City of Long Beach, Board of Harbor Commissioners

Approved as to form
Dominic Hoffmann
Principal Deputy City Attorney
7/2/08.

Serial: AA7855Bld: A Qty: 40
Split Range: AA7836/AA7875
TSO No: 9R72RP
Pilot:
Open TCO: N 012

VIN: 2FWJAWDX89AAA7855
Customer: PORT OF LONG BEACH
Salesperson: RON CREIGHTON
Coordinator: ROBERT HOFF
Customer V11314
Acct:

Specifications
Base Model: LT8500
Cab Size: 113
Sleeper Size:
Paint: 1
Key Code: FA0794
Engine: ISL
Transmission: 3000HS

Schedule

Status: DLR RECV
Status Date: 10/14/2008
Order Recvd: 10/26/2007
Request Date: 03/15/2008
Latest Accept: 03/15/2008
Projected: 10/12/2008
Completion:
Orig Project: 10/09/2008
Order Rise: 04/23/2008

Shipping/Pricing

Transit Start 10/09/2008
Dt:
Est. Arrival 10/14/2008
Dt:
Dlr Recvd 10/14/2008
Dt:
Specon Dt: 09/17/2008
Invoice Dt: 10/03/2008
Retail Sale:
Concession #: G15911

Aux Tran:
FT Axle: MBA12K
RR Axle: RT40-614
Tag/Push:
Suspension: FA240000
TSO
Processing: COMPLETE
Engineering COMPLETE
CWOS:
Pricing COMPLETE
Issues:

Ship Method: TOW ONLY
SOUTH BAY TRUCK
CENTER
21107 CHICO STREET
CARSON, CA. 90745
USA
VIRGINIA
310-984-3960

Price Level: PRL-22N
STERLING PRL-22N (EFF:10/15/07)

PDI
Received:
PDI
Returned:

Approval
Date:
TCO
Approval:

GENERAL APPLICATION INFORMATION

AA1-001 D TRACTOR/TRAILER CONFIGURATION
AA6-001 D DOMICILED, USA 50 STATES (INCLUDING CALI
D FORNIA AND CARB OPT-IN STATES)
A85-002 D PICKUP AND DELIVERY/SHORT HAUL SERVICE
A84-1GF D GENERAL FREIGHT BUSINESS SEGMENT
AA3-998 D NO BODY SPECIFIED
AA2-001 D VAN TRAILER
AH6-001 D SINGLE (1) TRAILER
AA5-002 D TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN
D TRANSIT, IS SPENT ON PAVED ROADS
AB5-001 D SMOOTH CONCRETE OR ASPHALT PAVEMENT - MO
D ST SEVERE IN-TRANSIT (BETWEEN SITES) ROA
D D SURFACE
AB1-008 D MAXIMUM 8% EXPECTED GRADE
AA4-001 D GENERAL FREIGHT COMMODITY
A66-99D D EXPECTED FRONT AXLE(S) LOAD 12000 LBS
A68-99D D EXPECTED REAR DRIVE AXLE(S) LOAD 34000 LBS
A63-99D D EXPECTED GROSS VEHICLE WEIGHT CAPACITY 46000 LBS

A70-99D	D	EXPECTED GROSS COMBINATION WEIGHT	66000	LBS
AC8-99D	S	CALC'D BACK OF CAB TO REAR SUSP C/L (CA)	114.37	IN
A79-99D	S	EXPECTED MAXIMUM TRAILER SWING RADIUS	62.5	IN
A78-99D	S	EXPECTED MAXIMUM TRAILER DIP ANGLE	4	DEG
AL7-99D	S006	CALC'D MAXIMUM FORWARD 5TH WHEEL LOC	24	IN
AM5-99D	S006	CALC'D TRAILER CLEAR@MAX FWD 5TH WHL LOC	78.885	IN
AL9-99D	S006	CALC'D MIN TRLR KP TO LANDING GEAR CLEAR	67	IN
AC3-99D	S006	CALC'D VEHICLE SPEED @ GOVERNED ENG RPM	63.974	MPH
AM3-99D	S001	CALC'D FRAME HEIGHT @ REAR SUSP-EXP LOAD	37.227	IN
AM2-99D	S003	CALC'D FRAME HEIGHT @ REAR SUSP-UNLADEN	38.671	IN
		MAXIMUM GVW & AXLE SYSTEM CAPACITIES		
A61-99D	S001	CALC'D MAX CAPACITY FRONT AXLE(S) TOTAL	12000	LBS
A59-99D	S001	CALC'D MAX CAPACITY DRIVE AXLE(S) TOTAL	40000	LBS
A60-99D	S	CALC'D MAX CAP PUSHER/TAG AXLE(S) TOTAL	0	LBS
A62-99D	S001	RATED MAXIMUM VEHICLE CAPACITY - GVWR	52000	LBS
		BASE MODEL		
001-633	D	STERLING LT8500 CHASSIS	F	6550
995-094	D	STERLING 7500/8500 BASIC WARRANTY		
002-002	D	SET BACK AXLE - TRACTOR	F	-480
019-998	D	NO TRUCK PROVISION PACKAGE		
003-001	D	LH PRIMARY STEERING LOCATION		
		ENGINE		
101-2J7	H001	CUM ISL G 320 HP @ 2000 RPM, 2200 GOV, N		
	H	-GAS, 1000 LB/FT @ 1300 RPM		
99C-009	S001	2007 EPA/CARB EMISSION CERTIFICATION		
99D-009	S001	2008 CARB EMISSION CERTIFICATION - CLEAN		
	S	IDLE (INCLUDES 6 INCHX4 INCH LABEL ON L		
	S	EFT SIDE OF HOOD)		
28F-998	H006	ENGINE AFTERTREATMENT DEVICE, NO AFTERTR		
	H	EATMENT WIRING		
164-039	H006	CUMMINS ISL-G CM2180A J1939/J1587 ENGINE		
	H	CONTROL UNIT		
ED2-99D	S003	ROAD SPEED LIMIT MPH	63	MPH
EFJ-99D	S001	PTO VEHICLE SPEED LIMIT	6	MPH
EF1-003	S001	PTO/REMOTE PTO - YES		
EF2-99D	S001	PTO RPM W/CRSCTL SET SW OR CAT ON/OFF SW	950	RPM
EF3-99D	S001	PTO RPM INCREMENT	200	RPM
EF4-99D	S001	MIN RPM FOR PTO	700	RPM
EF6-99D	S001	MAX RPM FOR PTO	1000	RPM
		ENGINE EQUIPMENT		
105-001	D	ENGINE MOUNTED OIL CHECK AND FILL		
133-004	S001	ONE PIECE VALVE COVER		
014-072	D	DUAL AIR INTAKE THROUGH LH AND RH SIDES		
	D	WITH DONALDSON AIR CLEANER, FIREWALL MOUN		
	D	NTED		
124-1DJ	D	DR 12V 160 AMP 36-SI BRUSHLESS QUADRAMOU	F 10	
	D	NT PAD ALTERNATOR WITH REMOTE BATTERY VO		
	D	LT SENSE		
292-1D8	D	(2) ALLIANCE MODEL 1131, GROUP 31, 12 VO		
	D	LT MAINTENANCE FREE 1850 CCA THREADED ST		
	D	UD BATTERIES		
290-017	H006	BATTERY BOX FRAME MOUNTED		
282-002	H006	SINGLE BATTERY BOX FRAME MOUNTED RH SIDE		
	H	UNDER CAB		
291-001	D	FRAME GROUND RETURN FOR BATTERY CABLES		
289-001	H006	NON-POLISHED BATTERY BOX COVER		

107-032	H001	CUMMINS 18.7 CFM COMPRESSOR WITH INTERNA
	H	L SAFETY VALVE
108-002	D	STANDARD AIR COMPRESSOR GOVERNOR
131-002	H006	TEFLON COMPRESSOR DISCHARGE LINE
152-041	D	ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROT
	D	ECTION SYSTEM
016-013	H001	SINGLE HORIZONTAL MUFFLER WITH HORIZONTA
	H	L TAIL PIPE EXHAUST, RH MOUNTED
239-001	H001	STANDARD EXHAUST SYSTEM LENGTH
235-001	D001	RH HORIZONTAL MUFFLER MOUNTING
233-998	S	NO EXHAUST BRIGHTWORK (PLAIN)
237-052	S001	RH STANDARD HORIZONTAL TAILPIPE
273-018	S001	HORTON DRIVEMASTER ON/OFF FAN DRIVE
276-001	S001	AUTOMATIC FAN CONTROL WITHOUT DASH SWITC
	S	H, NON ENGINE MOUNTED
110-003	S001	CUMMINS SPIN ON FUEL FILTER
118-008	S004	COMBINATION FULL FLOW/BYPASS OIL FILTER
120-998	S001	NO COOLANT FILTER
266-017	S001	1300 SQUARE INCH ALUMINUM RADIATOR
103-010	D	ANTIFREEZE TO -34F, FLEETGUARD 'ES' EXTE
	D	NDED SERVICE COOLANT
171-007	D	GATES BLUE STRIPE COOLANT HOSES
172-001	D	CONSTANT TENSION HOSE CLAMPS FOR COOLANT
	D	HOSES
134-001	S	ALUMINUM FLYWHEEL HOUSING
132-998	H	NO AIR INTAKE WARMER
155-058	D	DELCO 12V 38MT HD STARTER WITH INTEGRATE
	D	D MAGNETIC SWITCH
		TRANSMISSION & EQUIPMENT
342-580	H001	ALLISON 3000 HS AUTOMATIC TRANSMISSION,
	H	NO PTO PROVISION
343-144	D003	WTEC CALIBRATION - 6 SPEED HS (PACKAGE 2
	D	00)
97G-002	S003	TRANSMISSION PROGNOSTICS - DISABLED(N/A)
370-015	D	WATER TO OIL TRANSMISSION COOLER, IN RAD
	D	IATOR END TANK
346-003	D	TRANSMISSION OIL CHECK AND FILL WITH ELE
	D	CTRONIC OIL LEVEL CHECK
341-018	D	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSI
	D	ON DRAIN, AXLE(S) FILL AND DRAIN
345-003	D	PUSH BUTTON ELECTRONIC SHIFT CONTROL, DA
	D	SH MOUNTED
34C-001	D	ELECTRONIC TRANSMISSION CUSTOMER ACCESS
	D	CONNECTOR FIREWALL MOUNTED
344-998	H006	NO OPTIONAL MAIN TRANSMISSION SUPPORT
362-998	D	NO MAIN TRANSMISSION MOUNTED PTO
363-998	D	NO PTO MOUNTING LOCATION SPECIFIED
		FRONT AXLE, SUSPENSION & EQUIPMENT
400-1A6	D	AF-12.0-3 12,000# FF1 71.5 KPI/3.74 DROP
	D	SINGLE FRONT AXLE
402-020	D	MERITOR 15X4 Q+ CAM FRONT BRAKES
403-002	D	NON-ASBESTOS FRONT BRAKE LINING
419-023	D	CONMET CAST IRON FRONT BRAKE DRUMS
427-998	D	NO FRONT BRAKE DUST SHIELDS
409-021	D	CHICAGO RAWHIDE SCOTSEAL PLUS XL FRONT O
	D	IL SEALS

408-016	D	STEMCO ALUMINUM VENTED FRONT HUB CAPS WITH WINDOW AND CENTER AND SIDE PLUGS - OIL	
	D	L	
416-022	D	STANDARD SPINDLE NUTS FOR ALL AXLES	
405-002	D	MERITOR AUTOMATIC FRONT SLACK ADJUSTERS	
536-050	D	TRW THP-60 POWER STEERING	
539-003	D	POWER STEERING PUMP	
534-015	D	2 QUART SEE THROUGH POWER STEERING RESERVOIR	
620-015	D	12,000# TAPERLEAF FRONT SUSPENSION	
619-004	H006	GRAPHITE BRONZE BUSHINGS WITH SEALS - FRONT SUSPENSION	
410-001	D	FRONT SHOCK ABSORBERS	
		<u>REAR AXLE, SUSPENSION & EQUIPMENT</u>	
420-101	D	RT-40-145 40,000# R-SERIES TANDEM REAR AXLE	R-40
421-614	H001	6.14 REAR AXLE RATIO	
424-003	D	IRON REAR AXLE CARRIER WITH OPTIONAL HEAVY DUTY AXLE HOUSING	R 30
386-013	D	17T MERITOR MAIN DRIVELINE WITH HALF ROUND YOKES	
388-025	D	17T MERITOR INTERAXLE DRIVELINE WITH HALF ROUND YOKES	
452-998	D	NO TRACTION EQUALIZER	
878-001	D	INTERAXLE AND/OR DIFFERENTIAL LOCKOUT WITH INDICATOR LIGHT	
595-043	D	CASTROL TRANSYND SYNTHETIC AUTOMATIC TRANSMISSION OIL AND MOBIL SYNTHETIC 75W-90 WITH ALL AXLES	
423-032	D	MERITOR 16.5X7 Q+ STAMPED SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES	
433-002	D	NON-ASBESTOS REAR BRAKE LINING	
434-005	D	BRAKE CAMS AND CHAMBERS ON FORWARD SIDE OF DRIVE AXLE(S) WITH AUXILIARY SUPPORT BRACKETS	
451-023	D	CONMET CAST IRON REAR BRAKE DRUMS	
440-021	D	CHICAGO RAWHIDE SCOTSEAL PLUS XL REAR OIL SEALS	
426-075	D	HALDEX GOLDSEAL LONGSTROKE 2-DRIVE AXLES SPRING PARKING CHAMBERS	
428-002	D	MERITOR AUTOMATIC REAR SLACK ADJUSTERS	
622-005	H004	AIRLINER 40,000# REAR SUSPENSION	
621-007	D	AIRLINER HIGH POSITION RIDE HEIGHT	
431-001	D	STANDARD U-BOLT PAD	
624-016	S004	51 INCH AXLE SPACING	
888-003	D	MANUAL DUMP VALVE FOR AIR SUSPENSION WITH INDICATOR LIGHT AND GAUGE	
910-001	D	SINGLE AIR REAR SUSPENSION LEVELING VALVE	
623-002	D	TRANSVERSE CONTROL RODS	
439-005	D	REAR SHOCK ABSORBERS - TWO AXLES (TANDEM) (AIR RIDE SUSPENSION)	
		<u>BRAKE SYSTEM</u>	
490-101	D	WABCO 4S/4M ABS WITH TRACTION CONTROL	
871-001	D	REINFORCED NYLON, FABRIC BRAID AND WIRE	

	D	BRAID CHASSIS AIR LINES		
902-001	S	FIBER BRAID HOSE REAR SERVICE BRAKE		
412-001	D	STANDARD BRAKE SYSTEM VALVES		
432-003	D	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE,		
	D	NO REAR PROPORTIONING VALVE		
480-047	D	BW AD-IS (DRM) BRAKE LINE AIR DRYER WITH	F 20	
	D	SHIELD, HEATER AND INTEGRAL RESERVOIR		
479-014	D	AIR DRYER RESERVOIR MOUNTED		
460-001	D	STEEL AIR BRAKE RESERVOIRS		
477-004	D	PULL CABLES ON ALL AIR RESERVOIR(S)		
481-073	D006	15 FOOT COILED TRAILER AIR HOSE WITH 12		
	D	INCH TRACTOR, 12 INCH TRAILER LEADS		
476-001	D	18 INCH STAINLESS STEEL SLIDE BAR WITH S	F 2	
	D	PRING TYPE TRAILER AIR HOSE HANGER		
484-006	D	COMBINATION DUMMY GLAD HANDS AND LIGHT P		
	D	LUG HOLDER		
296-010	D	PRIMARY CONNECTOR/RECEPTACLE CENTER PIN		
	D	POWERED THROUGH IGNITION		
297-027	D	SAE J560 7-WAY PRIMARY TRAILER CABLE REC.		
	D	EPTACLE MOUNTED LOWER LH BACK OF CAB		
308-011	S	SUPPLEMENTAL TRAILER WIRING TO RECEPTAC		
	S	E		
331-001	D	SUPPLEMENTAL ISO 3731 7-WAY RECEPTACLE L		
	D	OCATED WITH PRIMARY RECEPTACLE		
310-084	D006	15 FOOT DETACHABLE COILED PRIMARY TRAILER		
	D	R ELECTRICAL CABLE WITH SAE J560 CONNECT		
	D	OR WITH 12 INCH TRACTOR, 12 INCH TRAILER		
	D	LEADS		
		FRAME & WHEELBASE		
545-452	D	4525MM (178") WHEELBASE		
546-100	D	11/32"X3-1/2"X10-3/16" STEEL FRAME (8.73	F	-20
	D	MMX258.8MM/.344"X10.19") 120KSI		
549-998	D	NO FRONT FRAME EXTENSION		
552-026	D006	1425MM (56") REAR FRAME OVERHANG		
AB8-99D	S001	CALC'D FRAME SLOPE @ FRT/RR SUSP RATINGS		0.522 %
553-002	D	FLANGED TAPERED END OF FRAME		
559-001	D	STANDARD WEIGHT ENGINE CROSSMEMBER		
562-001	D	STANDARD MIDSHIP #1 CROSSMEMBER(S)		
565-001	H006	STANDARD SUSPENSION CROSSMEMBER		
572-020	D006	INVERTED "U" TRACTOR CROSSMEMBER		
		CHASSIS EQUIPMENT		
674-001	D	LH BACK OF CAB ACCESS	F	5
592-054	D	21 INCH (525MM) DECK PLATE FLUSH MOUNTED	F	6
	D	BETWEEN RAILS		
556-071	D	12" PAINTED STEEL BUMPER	F-10	
558-033	H006	REMOVABLE FRONT TOW HOOKS STORED ON		
		CHAS		
	H	SIS FRAME		
574-001	S	BUMPER MOUNTING FOR SINGLE LICENSE PLATE		
585-042	D	BETTS B-25 PAINTED MUDFLAP BRACKETS	R 15	
590-001	D	BLACK MUDFLAPS	R 15	
551-003	D	HUCK-SPIN ROUND COLLAR CHASSIS FASTENERS		
	D	EXCLUDING FIFTH WHEEL		
583-058	D	PLASTIC QUARTER FENDERS WITHOUT LOGO	R 35	
		FIFTH WHEEL & EQUIPMENT		
578-1JH	D006	HOLLAND FW35 ILS 36.0" AIR SLIDE FIFTH W		

	D	HEEL - 2" SLIDE INCREMENTS	
577-610	H006	5TH WHEEL 610MM(24.0")AHEAD OF SUSP C/L	
582-032	D	219MM (8.62") FIFTH WHEEL HEIGHT	R 5
A03-99D	S 003	CALC'D UNLADEN 5TH WHEEL HEIGHT +/-0.5"	47.291 IN
890-001	D	DASH MOUNTED CONTROL VALVE AND PLUMBING	
	D	FOR FIFTH WHEEL	
579-005	D	LH FIFTH WHEEL RELEASE	
		<u>FUEL TANK(S) & EQUIPMENT</u>	
206-998	H	NO RH FUEL TANK	
204-061	D003	119 GALLON/450 LITER CHART LNG STAINLESS	
	D	STEEL FUEL TANK WITH VALVES - LH	
218-006	H001	25" DIAMETER FUEL TANK(S)	
20C-002	S 001	ALUMINUM FUEL TANK BRACKET(S)	
215-005	D	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAU	
	D	LIC TANK(S) WITH PAINTED BANDS	
212-008	D001	FUEL TANK(S) AFT	
205-001	S 001	FUEL TANK CAP(S)	
122-998	H	NO FUEL/WATER SEPARATOR	
216-020	S 001	EQUIFLO INBOARD FUEL SYSTEM	
202-003	S 001	REINFORCED NYLON FUEL HOSE	
221-998	D	NO FUEL COOLER	
847-002	D	IN TANK FUEL LEVEL SENDER(S)	
		<u>TIRES</u>	
093-0GJ	D 003	GOODYEAR G395 LHS 295/75R22.5 14 PLY RAD	
	D	IAL FRONT TIRES	
094-0GJ	D003	GOODYEAR G395 LHS 295/75R22.5 14 PLY RAD	
	D	IAL REAR TIRES	
		HUBS	
418-045	D	CONMET PRE-SET BEARING IRON FRONT HUBS	
450-045	D	CONMET PRE-SET BEARING IRON REAR HUBS	
		WHEELS	
502-648	D003	ALCOA 88364X 22.5X8.25 10-HUB PIL	
	D	OT ALUMINUM DISC FRONT WHEELS	
505-648	D003	ALCOA 88364X 22.5X8.25 10-HUB PILOT ALUMINUM	
	D	DISC REAR WHEELS	
		<u>CAB EXTERIOR</u>	
829-054	D	113" BBC CONVENTIONAL STEEL CAB	
651-009	D006	LH CAB DOOR(S) WITH 55 DEGREE DOOR STOP	
	D	AND ADDITIONAL STRAP	
653-010	S 003	RH CAB DOOR(S) WITH 55 DEGREE DOOR STOP	
682-998	D	NO SLEEPER BOX/SLEEPER CAB	
784-998	D	NO AIR SHIELD OR BRACKETS	
82A-003	D	STERLING VALANCE PANEL	
650-008	D	AIR CAB MOUNTS	F 20
648-002	D	NONREMOVABLE BUGSCREEN MOUNTED BEHIND	
	D	GR	
	D	ILLE	
667-001	D	FRONT FENDERS	
678-009	D	LH AND RH EXTERIOR GRAB HANDLES AND RH I	
	D	NTERIOR GRAB HANDLE MOUNTED TO 'A' POST	
646-023	D	HOOD MOUNTED CHROMED PLASTIC GRILLE	
65X-003	D	CHROMED HOOD MOUNTED AIR INTAKE GRILLE	
644-004	D	FIBERGLASS HOOD	
690-998	D	NO NOISE SHIELD-ENG COMPARTMENT	
727-501	D	DUAL HADLEY RECTANGULAR AIR HORNS, DUAL	F 8
	D	BASE	

726-001	D	SINGLE ELECTRIC HORN	
728-002	D	DUAL HORN SHIELDS	
657-001	D	DOOR LOCKS AND IGNITION SWITCH KEYED THE	
	D	SAME	
312-034	D	SINGLE AERO HALOGEN HEADLIGHTS WITH CHRO	
	D	ME BEZELS	
302-052	D	SMALL LED AERODYNAMIC MARKER LIGHTS	
294-056	D	STERLING LOGO LED FLANGE MOUNTED STOP/TA	R 5
	D	IL/TURN LIGHTS WITH SEPARATE BACKUP LIGH	
	D	TS	
300-015	D	STANDARD FRONT TURN SIGNAL LAMPS	
318-099	D	(1) TRUCK-LITE 20 UTILITY LIGHT MOUNTED	F 3
	D	BACK OF CAB/SLEEPER	
744-007	D003	DUAL WEST COAST STAINLESS STEEL MIRRORS	
797-001	D	DOOR MOUNTED MIRRORS	
796-001	D	102" EQUIPMENT WIDTH	
743-1AE	D003	LH AND RH GROTE 8" STAINLESS STEEL CONVE	
	D	X MIRRORS MOUNTED UNDER PRIMARY MIRRORS	
74A-100	D	PRUTSMAN MX4095 4"X9" CONVEX DOWN VIEW M	
	D	IRROR MOUNTED ABOVE RH DOOR WINDOW	
74B-079	D	RH 8" STAINLESS STEEL FENDER MOUNTED CON	F 4
	D	VEX MIRROR WITH TRIPOD BRACKETS	
73A-002	D	REAR REFLECTIVE DEVICE	
764-998	S003	NO EXTERIOR SUN VISOR	
768-019	D	(2) 15 INCHX26 INCH TINTED REAR WINDOWS	
661-004	D	TINTED DOOR GLASS LH AND RH WITH TINTED	
	D	OPERATING WING WINDOWS	
654-003	D	MANUAL DOOR WINDOW REGULATORS	
663-013	D	TINTED WINDSHIELD	
659-007	D	8 LITER WINDSHIELD WASHER RESERVOIR WITH	
	D	OUT FLUID LEVEL INDICATOR	
		CAB INTERIOR	
707-1AK	D	OPAL GRAY VINYL INTERIOR	
706-027	H001	MOLDED DOOR PANEL	
708-027	H001	MOLDED DOOR PANEL	
772-021	H003	DARK TAUPE VINYL MATS WITH DOUBLE INSULA	
	H	TION	
785-009	D	CONSOLE MOUNTED ASHTRAY AND DASH	
	D	MOUNTED	
	D	LIGHTER	
691-001	D006	FORWARD ROOF MOUNTED CONSOLE	
694-008	D	CENTER STORAGE CONSOLE BELOW DASH WITH (F 10
	D	2) CUP HOLDERS	
693-025	D	LH AND RH DOOR MAP POCKETS	
741-036	D	(1) COAT HOOK ON BACKWALL OF CAB	
680-003	D	SAHARA/ASH WING DASH	
720-002	D	2-1/2 LB. FIRE EXTINGUISHER	F 5
71T-002	H006	METHANE DETECTION SYSTEM WITH (1) SENSOR	
	H	IN CAB AND (1) SENSOR IN ENGINE COMPART	
	H	MENT	
700-002	D	HEATER, DEFROSTER AND AIR CONDITIONER	F 70
701-003	D	MAIN FRESH AIR INLET AND MAIN RECIRCULAT	
	D	ION FILTERS	
703-006	D	MAIN HVAC CONTROLS WITHOUT RECIRCULATION	
	D	SWITCH	
170-016	D	STANDARD PLUMBING WITH SHUTOFF VALVES	

130-031	D	SANDEN HEAVY DUTY AIR CONDITIONER COMPRESSOR	
698-001	D	RADIATOR MOUNTED AIR CONDITIONER CONDENSER	
702-002	D	BINARY CONTROL, R-134A	
739-020	D	CAB INSULATION WITH ADDITIONAL NOISE AND THERMAL TREATMENT	
285-001	D	AUTOMATIC SELF-RESET CIRCUIT BREAKERS	
324-1AV	D	CENTER MOUNTED DOME AND READING LIGHTS AND LH AND RH OVER DOOR READING LIGHTS	
655-001	D	CAB DOOR LATCHES WITH MANUAL DOOR LOCKS	
284-003	D	(1) 12 VOLT POWER SOURCE	
722-002	D	TRIANGULAR REFLECTORS WITHOUT FLARES	F 10
756-159	D	EZYRIDER HIGH BACK AIR SUSPENSION DRIVER SEAT WITH ADJUSTABLE LUMBAR SUPPORT	F 60
760-030	D	EZYRIDER TOOL BOX HIGH BACK NON SUSPENSION PASSENGER SEAT	F 10
757-001	D	BLACK SUSPENSION COVER FOR AIR DRIVER SEAT	F 2
759-007	D003	DUAL DRIVER SEAT ARMRESTS, NO PASSENGER SEAT ARMRESTS	
758-086	D	FABRIFORM BLACK MORDURA DRIVER SEAT COVER	
761-023	H001	BLACK MORDURA CLOTH PASSENGER SEAT COVER	
763-011	D	3 POINT ADJUSTABLE D-RING RETRACTOR DRIVER AND PASSENGER SEAT BELTS	
532-002	D	ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN	F 10
540-020	D	2-SPOKE 18" (450MM) BLACK STEERING WHEEL (S)	
765-002	D	DRIVER AND PASSENGER INTERIOR SUN VISORS	
		<u>CONTROLS & INSTRUMENTS</u>	
017-078	D	STERLING ELECTRONIC GAUGE CLUSTER - ICU3	
185-107	D	NO CLUTCH PEDAL WITH NON-ADJUSTABLE SUSPENDED BRAKE AND ACCELERATOR PEDALS	
870-001	D	BLACK GAUGE BEZELS	
732-008	D	MULTIPLEX DRIVER INSTRUMENT PANEL	
734-013	D	DARK TAUPE CENTER INSTRUMENT PANEL WITH FLAT GAUGE INSERT	
486-001	D	LOW AIR PRESSURE LIGHT AND BUZZER	
840-002	D	2" PRIMARY AND SECONDARY AIR PRESSURE GAUGES	
198-003	D	DASH MOUNTED AIR RESTRICTION INDICATOR WITH GRADUATIONS	
721-003	D	PRECO 1040 87 DB TO 112 DB AUTOMATIC SELF-ADJUSTING BACKUP ALARM	R 2
149-998	D	NO SPEED CONTROL	
156-007	D	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY	
811-011	D	ODOMETER/TRIP/HOUR/DIAGNOSTIC/VOLTAGE DISPLAY: 1X7 CHARACTER, 26 WARNING LAMPS, DATA LINKED, ICU3	
160-012	S001	DIAGNOSTIC INTERFACE CONNECTOR, 9 PIN, SERIAL AE J1587/1708/1939, LOCATED BELOW DASH	

844-001	S 001	2" ELECTRIC FUEL GAUGE	
148-003	D	PROGRAMMABLE RPM CONTROL - ELECTRONIC ENGINE	
	D	GAUGE	
856-001	D	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE	
	D	UGE	
864-005	D	TRANSMISSION OIL TEMPERATURE INDICATOR LIGHT	
	D	IGHT	
830-017	D	ENGINE AND TRIP HOUR METERS INTEGRAL WITH DRIVER DISPLAY	
	D	HIN DRIVER DISPLAY	
852-002	D	ELECTRIC ENGINE OIL PRESSURE GAUGE	
746-1AF	D006	AM/FM/WB RADIO	
750-002	D	(2) RADIO SPEAKERS IN CAB	
753-008	D006	AM/FM ANTENNA MOUNTED ON LH SIDE MIRROR	
	006 001	MOUNT ON LOWER MIRROR BRKT.	N/C
QUOTE		ASSIGNED QUOTE GUGD 0806160944	
748-012	D006	POWER AND GROUND STUDS MOUNTED ON OVERHEAD CONSOLE	
	D	AD CONSOLE	
752-998	H006	NO CB ANTENNA, BRACKET OR LEAD	
810-027	D	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER	
	D	Y KPH SCALE, WITHOUT ODOMETER	
817-001	D	STANDARD VEHICLE SPEED SENSOR	
812-001	D	ELECTRONIC 3000 RPM TACHOMETER	
162-002	S	IGNITION SWITCH CONTROLLED ENGINE STOP SWITCH WITH BRAKE OVERRIDE AND STALK MOUNTED WIPER CONTROLS	
329-998	D	NO EXTRA SWITCH IN DASH	
482-001	D	BW TRACTOR PROTECTION VALVE	
883-001	D	TRAILER HAND CONTROL BRAKE VALVE	
836-015	D	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY	
	D	IVER DISPLAY	
660-008	D	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY	
	D	ITH DELAY	
304-005	D	(3) POSITION ROTARY HEADLAMP SWITCH WITH SEPARATE MARKER LIGHT INTERRUPTER SWITCH, DIMMER WITH INTERIOR DOME	
	D	H, DIMMER WITH INTERIOR DOME	
882-004	D	TWO VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR	
	D	ING INDICATOR	
299-022	D006	SIGNAL STAT SELF CANCELING TURN SIGNAL SWITCH WITH BRAKE OVERRIDE AND STALK MOUNTED WIPER CONTROLS	
	D	WITCH WITH BRAKE OVERRIDE AND STALK MOUNTED WIPER CONTROLS	
298-003	D	HEAVY DUTY MECHANICAL TURN SIGNAL FLASHER PAINT	
	D	R	
065-000	D	PAINT: ONE SOLID COLOR	
965-081	H003	NUMBER OF PPG SS PAINT COLORS (1)	
980-8FD	H003	CAB COLOR A: HST905935	
	H	WHITE PPG SINGLE STG	
986-020	D	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT	
	D	PAINT	
964-8QA	H003	BUMPER PAINT: HST907116	
	H	MED TITANIUM (LOW GLOSS) PPG SINGLE STG ADDITIONAL SPECIFICATIONS	
998-998	D	DEALER ACCEPTS RESPONSIBILITY FOR IN-SERVICE PDI INSPECTION	
	D	VICE PDI INSPECTION	
999-020	D006	VALANCE PANEL MUST BE REMOVED TO ACCESS THE BATTERIES; DEALER ADVISED AND ACCEPT	
	D	THE BATTERIES; DEALER ADVISED AND ACCEPT	

WAG-003

TOWING EXTENDED/ROADSIDE SERVICE WARRANT
Y, 2 YEAR/UNLIMITED MILEAGE