

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

In re:

NU RIDE INC., *et al.*,<sup>1</sup>

Reorganized Debtors.

Chapter 11

Case No. 23-10831 (MFW)

(Jointly Administered)

Hearing Date: August 14, 2025 at 2:00 p.m. (ET)

Objection Deadline: July 25, 2025 at 4:00 p.m. (ET)

**CLAIMS OMBUDSMAN'S OBJECTION TO PROOF OF CLAIM NO. 535  
FILED BY BARRY L. LEONARD AND COMPANY**

Alan D. Halperin, solely in his capacity as Claims Ombudsman (the "Claims Ombudsman")<sup>2</sup> appointed in the chapter 11 cases (the "Chapter 11 Cases") of the above-captioned debtors (collectively, the "Debtors" and following the Effective Date of the Plan, the "Post-Effective Date Debtors"), by and through his counsel, files this objection (the "Objection") pursuant to sections 105(a) and 502 of title 11 of the United States Code (the "Bankruptcy Code") and Rule 3007 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") to reduce and allow proof of claim number 535 ("Claim 535") asserted by Barry L. Leonard and Company ("Barry Leonard") as a general unsecured claim in the amount of \$7,659.88. In support of the Objection, the Claim Ombudsman submits the *Declaration of Keara M. Waldron in Support of the Claims Ombudsman's Objection to Proof of Claim No. 535 Filed by Barry L. Leonard and*

<sup>1</sup> The Reorganized Debtors and the last four digits of their respective taxpayer identification numbers are: Lordstown Motors Corp. (3239); Lordstown EV Corporation (2250); and Lordstown EV Sales LLC (9101). The Reorganized Debtors' service address is: Nu Ride Inc. c/o William Gallagher, CEO, M 3 Partners, 1700 Broadway, 19th Floor, New York, NY 10019.

<sup>2</sup> Capitalized terms used in this Objection but not otherwise defined herein shall have the same meaning as in the *Third Modified First Amended Joint Chapter 11 Plan of Lordstown Motors Corp. and its Affiliated Debtors* (the "Plan") [Dkt. No. 1066], unless the context otherwise requires.



*Company* (the “Waldron Declaration”) attached as **Exhibit 1** hereto and respectfully represents as follows:

### **JURISDICTION AND VENUE**

1. This Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware*, dated February 29, 2012 (Sleet, C.J.). This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

2. The predicates for the relief requested by this Objection are section 502 of the Bankruptcy Code and Bankruptcy Rule 3007.

3. Pursuant to Local Rule 9013-1(f), the Claims Ombudsman consents to the entry of a final judgment or order with respect to this Objection if it is determined that this Court lacks Article III jurisdiction to enter such final order or judgment absent consent of the parties.

### **PRELIMINARY STATEMENT**<sup>3</sup>

4. The Claims Ombudsman objects to Claim 535 on the grounds that it seeks payment of amounts in excess of what is owed to Barry Leonard under the applicable Contract. The Claims Ombudsman understands that the applicable Contract limits the damages that Barry Leonard is entitled to collect from the Debtors to the following: (i) finished goods shipped to and received by the Debtors in accordance with certain Scheduling Forecasts issued by the Debtors, and (ii) works-in-progress, parts, and materials that were ordered in reliance on a Scheduling Forecast no earlier than 12 weeks prior to production or which were requested by and delivered to the Debtors. However, based upon the evidence made available to the Claims Ombudsman by the Debtors and

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<sup>3</sup> Capitalized terms not otherwise defined in the Preliminary Statement shall have the meaning ascribed to them in the body of the Objection.

Barry Leonard, Claim 535 seeks payment for finished goods shipped several months after Barry Leonard was directed to cease production and at a time when the relevant Scheduling Forecasts demonstrated no quantities ordered. The Claims Ombudsman therefore objects to Claim 535 to the extent it seeks amounts beyond those provided for under the Contract and seeks to reduce and allow Claim 535 as a general unsecured claim in the amount of \$7,659.88.

## **BACKGROUND<sup>4</sup>**

### **A. Case Background**

5. On June 27, 2023 (the “Petition Date”), Lordstown Motors Corp. and its affiliated debtors (the “Debtors”) filed voluntary petitions in the United States Bankruptcy Court for the District of Delaware (the “Court”) commencing these cases (the “Chapter 11 Cases”), which are being jointly administered for procedural purposes only pursuant to Bankruptcy Rule 1015(b).

6. On March 6, 2024, the Court entered the *Order (I) Confirming Third Modified First Amended Joint Chapter 11 Plan of Lordstown Motors Corp. and its Affiliated Debtors and (II) Granting Related Relief* (the “Confirmation Order”) [Dkt. No. 1069], confirming the Debtors’ Plan. As set forth in the *Notice of Effective Date and Entry of Order (I) Confirming the Third Modified First Amended Joint Chapter 11 Plan of Lordstown Motors Corp. and its Affiliated Debtors and (II) Granting Related Relief* (the “Notice of Effective Date”) [Dkt. No. 1096], the Plan became effective on March 14, 2024 (the “Effective Date”).

7. Pursuant to the Confirmation Order and Plan, on the Effective Date, Alan D. Halperin was appointed Claims Ombudsman in these Chapter 11 Cases. *See* Confirmation Order,

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<sup>4</sup> The facts recited in this Objection are each upon information and belief and have been determined from the information provided to the Claims Ombudsman by the Debtors and Barry Leonard and not from independent knowledge of the Claims Ombudsman. The Claims Ombudsman reserves the right to correct any factual errors that may emerge upon further information and/or discovery.

¶ 68; Plan, Article V.D.1. As Ombudsman, Alan D. Halperin has the right, authority, and responsibility to object to, seek to subordinate, compromise or settle any and all General Unsecured Claims, including by filing and prosecuting objections to General Unsecured Claims, subject to the limitations set forth in the Plan. Confirmation Order, ¶ 69, Plan, Article V.D.2. Additionally, the Ombudsman has the right to assert any and all rights and defenses that the applicable Debtor had with respect to any General Unsecured Claim immediately before the Effective Date. *Id.*

8. Since the Effective Date, the Claims Ombudsman and his professionals have been diligently working to resolve all outstanding general unsecured claims, the vast majority of which have been resolved by objection or by settlement, with such allowed Claims paid as of the date hereof. The Claims Ombudsman has endeavored to reach a consensual resolution of Claim 535, but has not been able to reach an agreement as of the present. Furthermore, as will be discussed more herein, the Post-Effective Date Debtors recently filed an adversary proceeding against Barry Leonard in which the Post-Effective Date Debtors preserve their right to setoff with respect to Claim 535. Accordingly, in the interest of judicial economy and efficiency, the Claims Ombudsman files this Objection.

#### **B. The Claim**

9. On September 21, 2023, Barry Leonard – who also does business as TransMachine Technologies – timely filed Claim 535 asserting a general unsecured claim in the amount of \$394,447.18 against Debtor Lordstown Motors Corp. for “goods purchased and delivered to Lordstown.” As the basis for the liability asserted therein, Claim 535 references purchase orders 118101, 110981, 118483, and 118484 (collectively, the “Purchase Orders”), pursuant to which the Debtors ordered certain rotors and stators from Barry Leonard. Claim 535 attaches Purchase

Orders 110981, 118483 and 118484. Purchase Order 118101 is attached to the Waldron Declaration as **Exhibit A**.<sup>5</sup>

10. Claim 535 seeks payment for a number of invoices dated between February 28, 2023 and June 29, 2023 (collectively, the “Invoices”). Copies of the Invoices are attached to Claim 535. In total, the goods subject to the Invoices are comprised of 680 LH Stator Housing (#ACBB-053-AC), 800 RH Stator Housing (#ACBB-054-AC), and 756 Rotor Housing with Yoke Assembly (#ACBB-074-AB) shipped between February and June of 2023.<sup>6</sup>

### **C. The Contract**

11. With the exception of Purchase Order 118100, each of the Purchase Orders indicates that it is a “Schedule Agreement Purchase Order” with no minimum quantity indicated. The Purchase Orders state that each such purchase order is subject to the Lordstown EV Corporation General Production Terms and Conditions (the “Terms”). A copy of the Terms is attached to the Waldron Declaration as **Exhibit B**. Specifically, each of the Purchase Orders states the following:

Unless otherwise agreed to in writing and signed by the Vice President of Purchasing of Lordstown EV Corporation (“LMC”), this Purchase Order is governed by the Lordstown EV Corporation General Production Terms and Conditions (“Terms”) available on the LMC supplier portal and upon request. The Terms and all Supplemental Documents (as defined in the Terms) are incorporated by reference herein and shall be deemed part of the contract between LMC and Supplier even though such documents are not attached to this Purchase Order. The entire relationship between LMC and Supplier, including this Purchase Order, is exclusively governed by the Terms. Any additional or different terms, whether contained in Supplier’s forms or otherwise presented by Supplier at any time, are hereby rejected, unless in writing and signed by the Vice President of Purchasing of LMC. In the event that LMC has already received an offer from Supplier, LMC

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<sup>5</sup> The Claims Ombudsman only has access to an archived version of Purchase Order 118101.

<sup>6</sup> These figures do not include certain parts that Lordstown requested be reworked that are subject to invoice no. 115679.

hereby rejects Supplier's offer and makes a counteroffer in the form of the Terms, which Supplier shall be deemed to accept as specified in the Terms.

12. The Terms indicate that the contract between LMC and Barry Leonard

shall comprise of: (a) the Purchase Order; (b) these Terms; (c) any Releases issued pursuant to the Purchase Order; and (d) any other documents designated by Buyer that supplement these Terms or the Purchase Order and further define the relationship between Buyer and Seller, such as Buyer's supplier/vendor manuals (including the Supplier Quality Assurance Manual), guidelines, standards, requirements, policies, and procedures; specifications; drawings; and requirements of Buyer's customer generated or provided by or on behalf of Buyer (collectively, the "Supplemental Documents").

*See* Terms, § 1.2. Further, the Terms provide that

"Seller will be deemed to have accepted the Contract upon the earliest to occur of: (i) Seller's acknowledgment in writing of its acceptance of the Contract, including submission of any invoice, shipping notice or other evidence of shipping, or any other documentation that demonstrates Seller is performing its commercial relationship with Buyer; (ii) Seller's commencement of performance under the Contract, or Seller's continuing and ongoing performance under the Contract; or (iii) Seller's failure to reject the Purchase Order in writing within three (3) days of Buyer's issuance thereof."

*Id.*

13. The Purchase Orders each operate as an irrevocable option granted to the Debtors to purchase products from Barry Leonard. The Terms provide, in relevant part,

[i]f the face of the Purchase Order does not specify the quantity of Products to be purchased . . . then, in consideration for ten U.S. dollars (U.S. \$10.00), the payment of which shall be made by Buyer upon the complete termination of the applicable Purchase Order, Seller grant to Buyer an irrevocable option during the term of the Purchase Order to purchase the Products in such quantities and on such delivery dates and times as indicated in the firm delivery or shipping releases, authorizations, manifests, broadcasts, or similar written instructions issued or transmitted by Buyer to Seller from time to time in reference to the applicable Purchase Order (each, a "Release")."

*See* Terms, § 2.2. The Terms further contemplate that the Debtors may generate or issue Supplemental Documents that project vehicle volumes or target volumes (each, a "Scheduling

Forecast”), which “are not firm commitments or guarantees that a certain quantity of Products will be purchased by Buyer.” *Id.*

14. Pursuant to the Terms, the Debtors were permitted to make changes to the Contract, including with respect to the quantity and timing of deliveries. Specifically, Section 2.5 provides that Lordstown may “from time to time by notice to Seller make changes, within the scope of the Contract, to the . . . quantity, time or method of delivery or shipment, or similar requirements prescribed in the Contract.” Terms, § 2.5. To the extent Barry Leonard had concerns with the changes made by Lordstown, it was permitted to make a written request to Lordstown within seven (7) days, upon which “the parties will agree upon, in writing, an equitable adjustment to the Contract prices and times for performance as a result of Buyer’s material changes.” *Id.* Furthermore, Section 3.2 provides “Buyer may change the rate of scheduled shipments or direct temporary suspension of scheduled shipments, neither of which shall entitle Seller to a modification of the price for Products covered by the Contract.” Terms, § 3.2.

15. The Terms also limit the damages for which the Debtors are responsible. Specifically, Section 2.2 provides “Seller is responsible for obtaining and maintaining at its risk and expense all raw materials, inventories, and other resources and for manufacturing Products necessary to meet Buyer’s Delivery Requirements.” *Id.* In addition, section 3.2 provides “Buyer shall not be required to make payment for goods delivered to Buyer that are in excess of quantities specified in Buyer’s delivery schedules.” Terms, § 3.2.

16. Furthermore, upon termination without cause, Section 11.2 of the Terms limits the damages collectible from Lordstown to “(a) the Contract price for all finished Products in the quantities ordered by Buyer that conform to the Contract and are delivered to and accepted by

Buyer for which Seller has not been paid, and (b) Seller's reasonable actual costs of carrying out its obligation under Section 11.6(d)."<sup>7</sup> Terms, § 11.2.

17. Section 11.2 further provides, "Buyer shall pay for Seller's reasonable actual cost of merchantable and usable work-in-progress, as well as any parts and materials, for which Buyer requests be transferred to it under Section 11.6(b)." Terms, 11.2. Section 11.6(b) requires that

Barry Leonard

Upon receipt of notice of termination, and unless otherwise directed by Buyer . . . at no additional cost to Buyer . . . transfer title and deliver to Buyer the finished Products, the work in process, and the parts and materials that Seller reasonably produced or acquired according to quantities ordered by Buyer and that Seller cannot use in producing goods for itself or for others, together with all information and materials related to or otherwise used in connection with the Contract, including packaging, documents, standards, databases, specifications, drawings, manufacturing processes, or any other items of value.

Terms, § 11.6(b).

18. The Purchase Orders are also governed by that certain Lordstown EV Corporation Forecast and Release Policy (the "Forecast and Release Policy"), which constitutes a Supplemental Document as defined in the Terms. A copy of the Forecast and Release Policy is attached to the Waldron Declaration as **Exhibit C**. The Forecast and Release Policy establishes that, in addition to the damages outlined in the Terms, the Debtors are liable for finished product ordered within four weeks and materials ordered within twelve weeks of production, each as set forth in the Scheduling Forecasts issued by the Debtors.

19. First, the Forecast and Release Policy provides that "Releases are firm orders by . . . Purchaser for delivery of Products" with Releases issued no later than four (4) weeks prior to

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<sup>7</sup> Section 11.6(d) pertains to "actions reasonably necessary to protect property in Seller's possession in which Buyer has an interest", and does not appear to form the basis of any part of Claim 535. The Claims Ombudsman reserves the right to raise arguments with respect to this subsection in the event Barry Leonard argues such provision is applicable to their claim.

production. *See* Forecast and Release Policy, § 2.2.3. As the Claims Ombudsman is not aware of any formal Releases having been issued, the Claims Ombudsman understands that each of the Scheduling Forecasts constitute a Release with respect to goods scheduled within the first four weeks from its issuance date.

20. Second, section 2.2.2 of the Forecast and Release Policy provides that “Buyer . . . will backstop Supplier’s orders to its suppliers for Materials by purchasing Excess Materials from Supplier.” Forecast and Release Policy, § 2.2.2. “Excess Materials” is defined as those Materials purchased by Supplier pursuant to any Scheduling Forecast issued by Buyer . . . no earlier than twelve (12) weeks prior to production . . . that were not actually used in production of the Products purchased by Buyer . . .” Forecast and Release Policy, § 2.2.2.d.1.

21. Pursuant to the Forecast and Release Policy, the Debtors are only obligated to purchase Excess Materials if Barry Leonard “demonstrate it used reasonable efforts to mitigate any cost to . . . Buyer and that the Supplier is unable to use the Materials in any other way” and, further, “the Excess Material must not have been purchased in amounts in excess of that necessary to produce Products in amounts shown on the Scheduling Forecasts.” Forecast and Release Policy, §§ 2.2.2.d.2-3.

#### **D. Cessation of Production and Termination of Contract**

22. Upon information and belief, from time to time, in conformance with the Contract, Lordstown issued Scheduling Forecasts setting forth the quantities of product the Debtors intended to purchase and the dates on which such goods should be produced. The Scheduling Forecasts

were typically issued on a weekly basis, with quantities and timing of delivery varying week to week.<sup>8</sup>

23. On November 8, 2022, the Debtors issued a Scheduling Forecast (the “November 8 Forecast”) setting forth the following quantities ordered:

Part	Purchase Order	4 Week Order	12 Week Order
ACBB-053-AC	118483	0	440
ACBB-054-AC	118484	0	440
ACBB-074-AB	110981	0	1764

A copy of the November 8 Forecast is attached to the Waldron Declaration as **Exhibit D**.

24. The same day, by email dated November 8, 2022 (the “November 8 Email”), Lordstown instructed Barry Leonard to hold further production and raw material orders. A copy of the November 8 Email is attached to the Waldron Declaration as **Exhibit E**.

25. Subsequently, the Debtors issued a Scheduling Forecast dated November 29, 2022 that forecast zero (0) rotors and stators for the next twenty-four (24) weeks, and Scheduling Forecasts dated December 7, 2022, December 12, 2022 and January 4, 2023 that each projected zero (0) quantities for stators ordered under Purchase Order 110981 and did not reference either Purchase Order 118483 or 118484, each for left and right rotors, respectively.<sup>9</sup>

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<sup>8</sup> According to the records made available to the Claims Ombudsman by the Debtors, a total of 33 forecasts were issued to Barry Leonard between March 1, 2022 and January 4, 2023. The Scheduling Forecasts are voluminous and can be made available upon request.

<sup>9</sup> A Scheduling Forecast issued on November 15, 2022 forecast the same quantities as the November 8 Forecast, in each case to be produced one week later than the date set forth in the November 8 Forecast.

26. By email dated December 10, 2023 (the “December 10 Email”), Barry Leonard emailed Lordstown to inquire why the stators were eliminated and the rotors were zeroed out on the December 7 Scheduling Forecast. A copy of the December 10 Email was provided to the Claims Ombudsman by Barry Leonard in the course of discussions and is attached to the Waldron Declaration as **Exhibit F**. In a subsequent response on December 13, 2023 (the “**December 13 Email**”), Ivan Chinolla of Lordstown indicated “Our volume isn’t increasing in the short term, we are aiming to have enough material for a first batch of 350 vehicles. CEVA is going to contact you with further requirements but there is no demand increase.” A copy of the December 13 Email was provided to the Claims Ombudsman by Barry Leonard in the course of discussions and is attached to the Waldron Declaration as **Exhibit G**.

27. On January 19, 2023, Barry Leonard sent an email (the “January 19 Email”) to Lordstown confirming that production had stopped. A copy of the January 19 Email is attached to the Waldron Declaration as **Exhibit H**. In addition to confirming that production had ceased, the January 19 email provided the following inventory of product on hand as of that date -

Rotor-

Finished (un-packed) 686pcs

Semi-finished 2,574pcs

Casting 2,775pcs

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Stator R-

Semi-finished 1,259pcs

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Stator L-

Semi-finished 1,179pcs

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Plus, 22tons Alu ingot

28. Despite its confirmation that production had ceased and the issuance of Scheduling Forecasts with zero quantities ordered, Barry Leonard continued to ship product to the Debtors, as demonstrated by the invoices that comprise Claim 535, all of which indicate ship dates from February to June 2023. Despite the indication in the January 19 Email that Barry Leonard only had semi-finished stators and just 686 finished rotors as of the date thereof, the Invoices reflect that the total finished goods shipped included 800 right stators, 680 left stators, and 756 rotors.

29. In the course of discussions to resolve Claim 535, Barry Leonard provided certain delivery documents with respect to some, but not all, the Invoices.<sup>10</sup> The delivery documents revealed that only the goods subject to Invoices 114294, 114295, 111797Man, 111798Man, 111799Man, and 116450Man were delivered to Lordstown's logistics provider, CEVA Logistics

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<sup>10</sup> The delivery documents were provided to the Claims Ombudsman in the course of his discussions with Lordstown and Barry Leonard. The delivery documents are voluminous and can be made available upon request.

(“CEVA”), which deliveries were made in April and May of 2023. The delivery documents reveal that goods subject to Invoices 111800, 111808Man, and 116451Man were delivered to Barry Leonard’s warehouse located in Winston-Salem, North Carolina. No delivery documents were provided for Invoices 111802, 115679, 111806, or 116448Man.

30. Upon information and belief, each of the shipments that were delivered to CEVA were shipped outside the Scheduling Forecast, which at the time of shipment reflected zero products ordered. On May 1, 2023, Barry Leonard emailed the Debtors to inquire about outstanding balances for invoices 114295 and 114294 (the “May 1 Email Exchange”). In response, Lordstown advised that they could not receive the shipments as the relevant purchase orders were over shipped. The May 1 Email Exchange can be found in an email exchange between Barry Leonard and the Debtors between February 2023 and May 2023, which is attached to the Waldron Declaration as **Exhibit I**.

31. Following the May 1 Email Exchange, the Debtors, CEVA and Barry Leonard engaged in discussions concerning the return of the goods shipped outside the Scheduling Forecast. A copy of the email exchange between Barry Leonard, CEVA and Lordstown between May 16, 2023 and June 12, 2023 is attached to the Waldron Declaration as **Exhibit J**. By email dated May 16, 2023, Barry Leonard directed CEVA to reroute shipments on the water and to send two recent shipments received by CEVA to Barry Leonard’s warehouse in Winston Salem, North Carolina. *See Exhibit J*. Upon information and belief, the relevant shipments correspond to Invoices 114294, 114295, 116450, 111797Man, 111798Man, 111799Man. However, also upon information and belief, CEVA did not send the shipments to Barry Leonard’s warehouse when a dispute arose over which party would be responsible for the charges associated therewith. *Id.* The Claims Ombudsman believes that the goods remain with CEVA.

### **RELIEF REQUESTED**

32. By this Objection, and for the reasons set forth more fully below, the Claims Ombudsman objects to Claim 535 pursuant to §§ 105(a) and 502 of the Bankruptcy Code, Bankruptcy Rules 3007 and 9014 and requests that this Court enter an order, substantially in the form attached hereto as **Exhibit 2** to reduce and allow Claim 535 as a general unsecured claim in the amount of \$7,659.88.

33. Additionally, the Claims Ombudsman requests that the Objection be considered in parallel with that certain adversary proceeding brought against Barry Leonard by the Post-Effective Date Debtors on June 27, 2025, styled *In re Nu Ride Inc. v. Barry L Leonard and Company Inc.*, Adv. Pro. No. 25-51053 (the “Adversary Proceeding”), seeking the return of \$1,088,732.11 in payments made to Barry Leonard. While the facts and circumstances giving rise to the Adversary Proceeding appear to be entirely separate from those at issue in adjudicating Claim 535, because the Complaint preserves the Post-Effective Date Debtors’ rights to setoff on account of Claim 535, the Claim Ombudsman believes that it would be in the interest of all parties and judicial economy that the Objection and ultimate resolution of Claim 535 be addressed in parallel with the Adversary Proceeding. The Claims Ombudsman therefore requests that the Court align the proceedings on this Objection with those of the Adversary Proceeding, to the extent practicable.

### **DISCUSSION**

34. When asserting a proof of claim against a bankruptcy estate, a claimant must allege facts that, if true, would support a finding that the debtor is legally liable to the claimant. *In re Allegheny Int’l, Inc.*, 954 F.2d 167, 173 (3d Cir. 1992); *Matter of Int’l Match Corp.*, 69 F.2d 73, 76 (2d Cir. 1934) (finding that a proof of claim should at least allege facts from which legal liability

can be seen to exist). Where a claimant alleges sufficient facts to support its claim, its claim is afforded *prima facie* validity. *In re Allegheny Int'l, Inc.*, 954 F.2d at 173. A party wishing to dispute such a claim must produce evidence in sufficient force to negate the claim's *prima facie* validity. *Id.* In practice, the objecting party must produce evidence that would refute at least one of the allegations essential to the claim's legal sufficiency. *Id.* Once the objecting party produces such evidence, the burden shifts back to the claimant to prove the validity of his or her claim by a preponderance of the evidence. *Id.* The burden of persuasion is always on the claimant. *Id.*

A. Claim 535 on Account of Invoices 115679 and 117047LT Should Be Allowed

35. The Claims Ombudsman's independent investigation concludes that there is no basis to dispute amounts owed on account of Invoices 115679 and 117047LT, for a total of \$7,659.88, which represent amounts incurred for certain rework requested by the Debtors and the shipment of the reworked parts. The Debtors' records support the allowance of this portion of Claim 535.

B. Barry Leonard is Not Entitled to Collect on Account of Finished Product Delivered Outside the Scheduling Forecasts

36. Pursuant to the applicable Terms and Forecast and Release Policy, the Debtors are not liable for finished goods delivered outside of the Scheduling Forecasts.

37. Under Michigan law, applicable to the Contract here, "[i]n determining contractual rights and obligations, a court must look to the intention of the parties, and a contract should always be construed so that it carries that intention into effect." *DeVries v. Brydges*, 57 Mich.App. 3, 41, 225 N.W.2d 195, 198 (1974). "It is a cardinal principle of construction that a contract is to be construed as a whole; that all its parts are to be harmonized so far as reasonably possible." *Associated Truck Lines v. Baer*, 346 Mich. 106, 110, 77 N.W.2d 384 (1956). "Every word in the agreement must be taken to have been used for a purpose, and no words should be rejected as mere

surplusage if the court can discover any reasonable purpose thereof which can be gathered from the whole instrument.” *Id.*

38. As discussed in detail herein, the Purchase Orders provided the Debtors with an irrevocable option to purchase the Products in such quantities and on such delivery dates and times as set forth in the Releases. *See* Terms, § 2.2. Lordstown was permitted to make changes to the quantity, time or method of delivery within the scope of the Contract, and Barry Leonard was entitled to formally dispute any such changes. *See* Terms, § 2.5.

39. As established by the Terms and Forecast and Release Policy, each Scheduling Forecast constitutes a binding commitment to purchase finished goods scheduled within four weeks of the date thereof. *See* Forecast and Release Policy, § 2.2.3. With the exception of Excess Materials that will be discussed in greater detail herein, the Scheduling Forecast is not otherwise binding with respect to quantities ordered outside of the four week window. Terms, § 2.2.

40. The November 8 Scheduling Forecast (as well as the Scheduling Forecasts issued for the week prior on October 31) demonstrate that no product was ordered for the four weeks following Lordstown’s direction to Barry Leonard to cease production.<sup>11</sup> Accordingly, the Debtors were not obligated to purchase any finished goods as of the date Barry Leonard was directed to cease production.<sup>12</sup>

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<sup>11</sup> Upon information and belief, the Purchase Orders were not forced closed until a later date at a time when no product was forecast. While the Debtors did not technically terminate the Purchase Orders until such later date, the Claims Ombudsman believes that damages should be calculated based on the Scheduling Forecast in effect when Barry Leonard was directed to cease production.

<sup>12</sup> Indeed, the Claims Ombudsman reviewed all Scheduling Forecasts issued to Barry Leonard, which demonstrate that the Debtors issued firm orders for no more than 400 right stators, 400 left stators, and 306 rotors during the Parties’ business dealings, all of which were ordered between September 20, 2022 and October 17, 2022. At no other time in the parties’ dealings did a Scheduling Forecast include quantities within the four weeks from the issuance of a Scheduling Forecast. Notably, the Debtors’ records reveal that despite this lack of firm orders, Barry Leonard

41. Furthermore, even if goods were ordered, the goods that were the subject of the Invoices were not delivered to, nor accepted by, the Debtors.

42. Section 11.2(a) of the Terms provides that the Debtors are liable for “the Contract price for all finished Products in the quantities ordered by Buyer *that conform to the Contract and are delivered to and accepted by Buyer for which Seller has not been paid.*” See Terms, § 11.2 (emphasis added). Further, Section 3.2 of the Terms expressly provides that Lordstown was not required to make payment for goods delivered to Buyer that are in excess of quantities specified in Buyer’s delivery schedules. See Terms, § 3.2.

43. With respect to Invoices 111802, 111806 and 116448Man, Barry Leonard has not demonstrated that the goods in question were ever delivered to Lordstown, as they have not produced any delivery documents with respect to those invoices. Furthermore, the delivery documents provided with respect to invoices 111800, 111808Man, and 116451Man demonstrate that the goods in question were delivered to Barry Leonard’s own facilities and not to Lordstown. Finally, with respect to the goods that were delivered to the Debtors’ logistics provider, the email exchanges attached as Exhibits I and J to the Waldron Declaration demonstrate that the parties agreed that the goods in question were shipped outside the Contract and should be rerouted to Barry Leonard.

44. Based on the foregoing, Lordstown did not order, nor is it responsible to pay for, the finished products that were shipped by Barry Leonard after Barry Leonard was directed to cease production on November 8. Claim 535 on account of such goods must therefore be denied.

C. Barry Leonard is Only Entitled to Damages as Provided in the Forecast and Release Policy

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delivered at least 480 left stators, 600 right stators, and 1,512 rotors over the course of the parties’ dealings.

45. While the Claims Ombudsman acknowledges that Claim 535 seeks payment for finished products shipped by Barry Leonard, the Claim Ombudsman also acknowledges that the Contract entitles Barry Leonard to certain damages – specifically, a stop gap for Excess Materials ordered in reliance on a Scheduling Forecast no sooner than twelve (12) weeks prior to production, provided Barry Leonard demonstrate that it undertook efforts to mitigate its damages and did not order materials in excess of amounts necessary to produce the quantities set forth in the Scheduling Forecast. *See* Forecast and Release Policy, § 2.2.2.

46. However, the evidence available to the Claims Ombudsman demonstrates that Barry Leonard is not entitled to collect amounts on account of Excess Materials due to its failure to comply with its duty to mitigate its damages pursuant to the Forecast and Release Policy. Barry Leonard is not otherwise entitled to collect amounts for materials under the applicable Terms.

47. First, Barry Leonard’s decision to ship product in excess of the amounts provided in the Scheduling Forecast is in direct contravention of their requirement to mitigate their damages. Second, the evidence appears to suggest that Barry Leonard did not cease its production when it said it did. Notably, the January 19 Email indicates that, as of that date, Barry Leonard did not have any finished stators and just 686 rotors. Yet, the quantities shipped and for which Barry Leonard now seeks payment demonstrates finished product well in excess of what was apparently finished as of January 19, 2023. The evidence also appears to demonstrate that Barry Leonard was fabricating a significant amount of product outside the quantities ordered. The November 8 Forecast projected 440 left stators, 440 right stators, and 1,764 rotors over the following 12 weeks. Yet, the January 19 Email demonstrates that Barry Leonard was in the process of fabricating

between 1,179 left stators, 1,259 right stators, and between 3,260 and 3,461 rotors.<sup>13</sup> Accordingly, Barry Leonard did not comply with its obligation to mitigate damages and is not entitled to collect on account of the Excess Materials.

48. For goods scheduled outside the 12 weeks stop gap afforded under the Forecast and Release Policy, Barry Leonard similarly has no contractual claim for such damages. Section 11.2 and 11.6(b) of the Terms read together provide that Lordstown agreed to pay for merchantable and usable works-in-progress, parts and materials that Lordstown requested be transferred to it and which Lordstown actually received. *See* Terms, §§ 11.2, 11.6(b). The Claims Ombudsman is not aware of any requests made by the Debtors that Barry Leonard transfer any materials to the Debtors or any that such materials were actually delivered to the Debtors.

49. If this Court disagrees with the Claims Ombudsman and concludes that Barry Leonard fulfilled its obligations under the Forecast and Release Policy such that they are entitled to be compensated for the Excess Materials, the Claims Ombudsman believes that the most Barry Leonard is entitled to collect is Excess Materials ordered in reliance on the November 8 Forecast, which damages must be demonstrated by Barry Leonard. Any damages beyond this amount are attributable to damages incurred outside the agreed upon Contract between the parties and are not otherwise collectible.

50. Accordingly, based on the evidence available, the Claims Ombudsman believes Claim 535 must be reduced to \$7,659.88 and allowed as a general unsecured claim in such amount.

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<sup>13</sup> The Claims Ombudsman undertook a review of all of the Scheduling Forecasts issued to Barry Leonard between July 5, 2022 and December 7, 2022. The most product ordered for a 12 week window during that time was 480 left stators and 480 right stators pursuant to the Scheduling Forecast issued on October 17, 2022 and 1,764 rotors pursuant to the November 8 Forecast.

### **RESERVATION OF RIGHTS**

51. The Claims Ombudsman expressly reserves the right to amend, modify, or supplement this Objection, and to file additional objections to Claim 535 or any other claims (filed or not) that may be asserted against the Debtors and their estates.

52. Notwithstanding anything contained in the Objection, or the exhibits and schedules attached hereto, nothing herein will be construed as a waiver of any rights that the Claims Ombudsman or any successor thereof may have to enforce rights of setoff against the claimants, including with respect to the claims at issue in the Adversary Proceeding.

53. Nothing in this Objection shall be deemed: (a) an admission as to the amount of, basis for, or validity of any Claim against the Debtors under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Claims Ombudsman's or any other party in interest's right to dispute any Claim; (c) a promise or requirement to pay any particular Claim; (d) an implication or admission that any particular Claim is of a type specified or defined in this Objection; (e) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; or (f) a waiver of any claims or causes of action which may exist against any entity under the Bankruptcy Code or any other applicable law.

### **NOTICE**

54. A copy of this Objection and all related exhibits will be served on (i) the Office of the United States Trustee for the District of Delaware; (ii) Barry Leonard at the address listed on their proof of claim; (iii) counsel for Barry Leonard; and (iv) other parties entitled to notice under the Plan and Bankruptcy Rule 2002. The Claims Ombudsman respectfully submits that no further notice of this Objection is required.

55. Pursuant to Bankruptcy Rule 3007, the Claims Ombudsman has provided Barry Leonard with at least thirty (30) days' notice of the hearing to consider this Objection.

**NO PRIOR REQUEST**

56. No previous request for the relief sought herein has been made to this or any other Court.

**CONCLUSION**

WHEREFORE the Claims Ombudsman respectfully requests entry of an order substantially in the form of the Proposed Order attached hereto as **Exhibit 2** granting the relief requested herein and such other and further relief as the Court may deem just and appropriate.

Dated: July 9, 2025

**BIELLI & KLAUDER LLC**

/s/ David M. Klauder

David M. Klauder (No. 5769)

1204 N. King Street

Wilmington, DE 19801

Telephone: (302) 803-4600

E-mail: [dklauder@bk-legal.com](mailto:dklauder@bk-legal.com)

-and-

**HALPERIN BATTAGLIA BENZIJA, LLP**

Walter Benzija

Keara M. Waldron

40 Wall Street, 37<sup>th</sup> Floor

New York, NY 10005

Telephone: (212) 765-9100

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E-mail: [kwaldron@halperinlaw.net](mailto:kwaldron@halperinlaw.net)

*Counsel for the Claims Ombudsman*

# Exhibit 1

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

In re:

NU RIDE INC., *et al.*,<sup>1</sup>

Reorganized Debtors.

Chapter 11

Case No. 23-10831 (MFW)

(Jointly Administered)

**DECLARATION OF KEARA WALDRON IN SUPPORT OF  
CLAIMS OMBUDSMAN'S OBJECTION TO PROOF OF CLAIM NO. 535  
FILED BY BARRY L. LEONARD AND COMPANY**

Keara M. Waldron hereby declares, pursuant to 28 U.S.C. § 1746, as follows:

1. I am an attorney at the law firm of Halperin Battaglia Benzija LLP (“HBB”), which maintains offices in New York, New York. I am an attorney at law, duly admitted and a member of good standing of the bars of the State of New York and the State of New Jersey. I submit this declaration (the “Declaration”) in support of the *Claims Ombudsman's Objection to Proof of Claim 535 Filed by Barry L. Leonard and Company* (the “Objection”).

2. HBB serves as counsel to Alan D. Halperin, Esq., the duly appointed Claims Ombudsman in the above-captioned chapter 11 cases. Pursuant to the Plan<sup>2</sup>, the Claims Ombudsman has the right, authority, and responsibility to object to, seek to subordinate, compromise or settle any and all General Unsecured Claims, including by filing and prosecuting objections to General Unsecured Claims, subject to the limitations set forth in the Plan. *See*

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<sup>1</sup> The Reorganized Debtors and the last four digits of their respective taxpayer identification numbers are: Lordstown Motors Corp. (3239); Lordstown EV Corporation (2250); and Lordstown EV Sales LLC (9101). The Reorganized Debtors' service address is: Nu Ride Inc. c/o William Gallagher, CEO, M 3 Partners, 1700 Broadway, 19th Floor, New York, NY 10019.

<sup>2</sup> Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the *Claim Ombudsman's Objection to Proof of Claim No. 535 Filed by Barry L. Leonard and Company* filed concurrently herewith. .

Confirmation Order, ¶ 69, Plan, Article V.D.2. Additionally, the Ombudsman has the right to assert any and all rights and defenses that the applicable Debtor had with respect to any General Unsecured Claim immediately before the Effective Date. *Id.*

3. While the Claims Ombudsman does not have direct access to the Debtors' books and records, in the course of his duties, the Claims Ombudsman was provided with certain documents from both claimant, Barry L. Leonard and Company, and the Debtors' professionals that are relevant to the factual assertions made in the Objection. The following documents are offered in support of the factual assertions made in the Objection:

- a. Attached as **Exhibit A** is a copy of Purchase Order 118101 by and between Lordstown EV Corporation and Barry L. Leonard and Company dba Trans Machine Technologies.
- b. Attached as **Exhibit B** is a copy of the Lordstown EV Corporation General Production Terms and Conditions.
- c. Attached as **Exhibit C** is a copy of the Lordstown EV Corporation Forecast and Release Policy.
- d. Attached as **Exhibit D** is a copy of the Scheduling Forecast dated November 8, 2022 issued by Lordstown EV Corporation to Barry L. Leonard and Company.
- e. Attached as **Exhibit E** is a copy of an email exchange dated November 8, 2022 between Barry Leonard and Ivan Chinolla of Lordstown Motors.
- f. Attached as **Exhibit F** is a copy of an email exchange dated December 10-12, 2022 between Barry Leonard and Ivan Chinolla of Lordstown Motors.
- g. Attached as **Exhibit G** is a copy of an email dated December 13, 2022 from Ivan Chinolla of Lordstown Motors to Barry Leonard.

- h. Attached as **Exhibit H** is a copy of an email dated January 19, 2023 from Barry Leonard to Ivan Chinolla of Lordstown Motors.
  - i. Attached as **Exhibit I** is a copy of an email exchange dated between February 17, 2023 and May 30, 2023 between various representatives of both Lordstown Motors and Barry L. Leonard and Company.
  - j. Attached as **Exhibit J** is a copy of an email exchange dated between May 16, 2023 and June 12, 2023 between various representatives of CEVA Logistics, Lordstown Motors and Barry L. Leonard and Company.
4. The Claims Ombudsman reserves the right to amend this Objection and this Declaration in the event additional information becomes available.

Pursuant to 28 U.S.C. § 1746, I declare that the foregoing statements are true and correct to the best of my knowledge, information and belief.

Dated: July 9, 2025

/s/ Keara M. Waldron  
Keara M. Waldron, Esq.

# Exhibit A

## Purchase Order 118101

October 27, 2022

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**Ship-to Address**

Barry L. Leonard and  
Company Inc. dba Trans  
Machine Technologies

Barry Leonard  
920 Brenner Street  
Winston-Salem , NC 27101  
USA

Production Material - Primary  
Lordstown Facility

Jessica Roca  
2300 Hallock Young Rd SW  
Warren, OH 44481  
USA

Lordstown EV Corporation

2300 Hallock Young Rd  
Warren, OH 44481

**Payment Terms**  
Net 30 days

**Buyer**  
Ivan Chinolla

**Receive By**

**Shipment Method**

**Vendor Invoice No.**

**Vendor Order No.**

No.	Description	Quantity	Unit	Direct Unit Cost	Line Amount
	Order Issue to rework stator housings with clearance				
	Requested by Matthew Celmer				
	Rework at USA \$17,000 applied to deposit				
	Rework for 694LH & 694RH in Taiwan fee waved, \$41,680 to be applied to deposit balance				
72010	ACBB-053-AC rework at USA	400	Each	63.75	25,500.00
72010	ACBB-054-AC rework at USA	400	Each	63.75	25,500.00
				Subtotal	51,000.00
				Invoice Discount	0.00
				Tax	0.00
				<b>Total USD</b>	<b>51,000.00</b>

# Exhibit B

## LORDSTOWN EV CORPORATION GENERAL PRODUCTION TERMS AND CONDITIONS

These General Production Terms and Conditions (these “**Terms**”) are by and between Lordstown EV Corporation (“**LMC**”) or the Designated Purchaser issuing the Purchase Order pursuant to which Products are provided, as applicable (each a “**Buyer**”), and the vendor or supplier providing Products to Buyer (“**Seller**”). A table of defined terms identifying the section in the body of these Terms where such term is defined is set forth on the Appendix of Defined Terms at the end of these Terms.

### 1. **The Contract.**

**1.1 Applicability.** These Terms apply to the purchase by Buyer of Goods and Services (collectively, “**Products**”) that are part of or utilized in the production of LMC-branded vehicles (“**Vehicles**”). “**Goods**” means raw materials, tooling, export parts, trial parts, goods, production parts, service parts, accessories, components, software and intellectual property, and tools and supplies; and “**Services**” means any direct or indirect services related to or utilized in the production of Goods or the Vehicle, in each case that are supplied, designed, developed, engineered, processed, produced, manufactured, delivered, or otherwise provided to Buyer by or on behalf of Seller. These Terms are effective and shall apply to the relationship between Seller and LMC as of March 1, 2022, including (a) all Products delivered to Buyer on or after that date; and (b) all Purchase Orders in effect as of or issued after that date.

**1.2 Offer and Acceptance.** Buyer shall purchase Products from Seller by issuing a purchase order, or other comparable written order (each a “**Purchase Order**”) pursuant to these Terms. Each Purchase Order Buyer issues to Seller is Buyer’s offer to purchase the Products identified in that Purchase Order. The contract between Buyer and Seller (the “**Contract**”) shall comprise of: (a) the Purchase Order; (b) these Terms; (c) any Release issued pursuant to the Purchase Order; and (d) any other documents designated by Buyer that supplement these Terms or the Purchase Order and further define the relationship between Buyer and Seller, such as Buyer’s supplier/vendor manuals (including the Supplier Quality Assurance Manual), guidelines, standards, requirements, policies, and procedures; specifications; drawings; and requirements of Buyer’s customer generated or provided by or on behalf of Buyer (collectively, the “**Supplemental Documents**”), all as

may be modified from by Buyer time to time. Seller will be deemed to have accepted the Contract upon the earliest to occur of: (i) Seller’s acknowledgment in writing of its acceptance of the Contract, including submission of any invoice, shipping notice or other evidence of shipping, or any other documentation that demonstrates Seller is performing its commercial relationship with Buyer; (ii) Seller’s commencement of performance under the Contract, or Seller’s continuing and ongoing performance under the Contract; or (iii) Seller’s failure to reject the Purchase Order in writing within three (3) days of Buyer’s issuance thereof.

**1.3 Supplemental Documents.** Buyer will provide copies of or access to the Supplemental Documents, or take reasonable steps to provide notice of the Supplemental Documents as reasonable under the circumstances, to Seller pursuant to procedures established by Buyer. All applicable Supplemental Documents are incorporated by reference into these Terms notwithstanding the fact that the Supplemental Documents may not be attached to these Terms.

**1.4 Purchasing Designee.** Seller acknowledges that LMC may designate an affiliate of LMC or other third party, including Foxconn EV System LLC (“**FXN**”) (each a “**Designated Purchaser**”), to issue Purchase Orders to Seller or otherwise purchase Products from Seller (each a “**Designated Purchase Agreement**”). Seller shall not refuse to accept any Designated Purchase Agreement issued in accordance with the Contract. Unless otherwise indicated in the applicable Designated Purchase Agreement and subject to **Section 1.6**, any such Designated Purchase Agreement shall be issued by the applicable Designated Purchaser on its own behalf and not on behalf of LMC. Notwithstanding the existence of such relationship between LMC and a Designated Purchaser, nothing in the Contract limits or restricts the right of LMC to purchase on its own behalf under the Purchase Order.

**1.5 Continuous Relationship; Third-Party Beneficiary.** These Terms apply to the continuous and ongoing relationship between Seller and LMC, regardless of whether Products are purchased directly from Seller by LMC or by a Designated Purchaser. LMC benefits from the relationship and is an intended third-party beneficiary of the Contract (including any Designated Purchase Agreement) entitled to the benefits of and to enforce the Contract and Seller

acknowledges and agrees to the foregoing. Except as set forth in this **Section 1.5**, the parties do not confer any rights or remedies upon any person other than the parties hereto and their respective successors and permitted assigns.

**1.6 Responsibilities under Certain Designated Purchase Agreements.** If the Designated Purchaser is FXN, then FXN (and not LMC) shall be solely and exclusively liable to Seller for Buyer's payment obligations under **Section 6**. All other rights and obligations between Seller and Buyer under the Contract shall run directly and exclusively between LMC (and not FXN) and Seller, such that there is privity between LMC and Seller for purposes of enforcement of those rights and obligations.

**1.7 Updates.** These Terms and the Supplemental Documents may be updated, including, as it relates to Supplemental Documents, exchanged, added, superseded, or deleted, by Buyer from time to time. Buyer will provide copies of or access to such updated Terms or Supplemental Documents, or take reasonable steps to provide notice of the updated Terms or Supplemental Documents, as reasonable under the circumstances, to Seller pursuant to procedures established by Buyer. Any updates to these Terms or a Supplemental Document shall be effective as of the date specified by Buyer and be binding on Seller.

## **2. Sale of Products.**

**2.1 No Requirements/Output Contract.** Nothing contained in the Contract may be construed to create an exclusive relationship between Seller and Buyer. Buyer may buy or otherwise acquire from other sources products that are similar to or exactly like the Products or reduce quantities acquired from Seller regardless of the course of dealing between the parties. Subject to **Section 2.2**, a Purchase Order does not constitute a requirements or output contract, unless, and then only to the extent, specifically designated as such on the face of the Purchase Order and signed by Buyer and Seller.

**2.2 Quantity and Delivery Requirements.** The times, quantities, and locations for delivery of the Products ("**Delivery Requirements**") shall be specified in the applicable Purchase Order (including a Release). If the face of a Purchase Order does not specify the quantity of Products to be purchased, or specifies the quantities as "blanket order", "as released", "as scheduled", "as directed", "subject to Buyer's production releases", or other similar language, then, in consideration for ten U.S. dollars (U.S.\$10.00), the payment of which shall be made by

Buyer upon the complete termination of the applicable Purchase Order, Seller grants to Buyer an irrevocable option during the term of the Purchase Order to purchase the Products in such quantities and on such delivery dates and times as indicated in the firm delivery or shipping releases, authorizations, manifests, broadcasts, or similar written instructions issued or transmitted by Buyer to Seller from time to time in reference to the applicable Purchase Order (each a "**Release**"), and Seller shall deliver such quantities on such dates and times, at the price, and on the other terms specified in the Purchase Order; provided that Buyer shall purchase no less than one piece or unit of each of the Products and no more than one hundred percent (100%) of Buyer's requirements for the Products. All references herein to "Purchase Order" shall include any Releases. Time is of the essence in Seller's performance of the Contract. Seller is responsible for obtaining and maintaining at its risk and expense all raw materials, inventories, and other resources and for manufacturing Products necessary to meet Buyer's Delivery Requirements.

**2.3 Scheduling Forecasts.** Buyer may generate or issue Supplemental Documents that project vehicle volumes or target volumes ("**Scheduling Forecasts**"). Scheduling Forecasts are not firm commitments or guarantees that a certain quantity of Products will be purchased by Buyer. Scheduling Forecasts will be superseded in their entirety by the issuance of an applicable Purchase Order specifying the quantity and Delivery Requirements of Products to be purchased.

**2.4 Price.** The price for Products shall be specified by Buyer in the Purchase Order. The price is a firm fixed price for the duration of the Purchase Order and not subject to increase for any reason. The purchase price is inclusive of all storage, handling, packaging, and all other costs of Seller.

**2.5 Changes.** Buyer may from time to time by notice to Seller make changes, within the scope of the Contract, to the drawings, specifications, materials, packaging, testing, quantity, time or method of delivery or shipment, or similar requirements prescribed in the Contract. At Seller's written request, to be made within seven (7) days of Buyer's change notice and accompanied by reasonable supporting documentation, the parties will agree upon, in writing, an equitable adjustment to the Contract prices and times for performance as a result of Buyer's material changes. Seller shall implement the change as soon as possible, regardless of whether the parties have agreed on an equitable adjustment, if any. Seller will not make any change to the Products except at Buyer's

written instruction or with Buyer's written approval. If Seller learns of a possible change to the Products that may reduce costs, improve quality, or otherwise be beneficial to Buyer, Seller shall promptly inform Buyer of the possible change.

**2.6 Current Model Service Parts.** Seller will make Products covered by the Contract available to Buyer for Buyer's current-model service requirements at the then-current production piece price under the Contract.

**2.7 Past Model Service Parts.** Seller will make Products available to Buyer for Buyer's past-model service requirements for a period of 15 years after the end of the vehicle production program. Unless otherwise agreed to by Buyer, for the first three years of the past-model service part period the past-model service Products will be produced, sold, and delivered to Buyer at the standard production piece price, on the standard production payment and delivery terms, and otherwise in conformity with the provisions of the Contract. Thereafter, the price for past-model service Products may be adjusted, as agreed to by the parties, to cover Seller's expenses for packaging, handling, and shipping that are unique to the supply of the past-model service Product.

### **3. Delivery.**

**3.1 Packing and Shipment.** Buyer may specify the method of transportation and the type and number of packing slips and other documents to be provided with each shipment. Seller will pack and ship Products in accordance with Buyer's instructions, including labeling and hazardous materials instructions. If Buyer has not provided packing or shipping instructions, Seller will pack and ship Products in accordance with sound commercial practices. If Seller is required to use Buyer's returnable packaging, Seller will be responsible for cleaning and returning the returnable packaging. If returnable packaging is not available, Seller may use expendable packaging.

**3.2 Delivery Schedules.** Unless otherwise stated in the Contract, Products will be delivered F.C.A. Seller's dock (Incoterms 2020) and title will transfer upon receipt of the Products by the freight carrier. If Products are not ready for delivery in time to meet Buyer's delivery schedules, the party causing the delay will be responsible for additional costs of any resulting expedited or other special transportation. Buyer shall not be required to make payment for goods delivered to Buyer that are in excess of quantities specified in Buyer's delivery schedules. Buyer may

change the rate of scheduled shipments or direct temporary suspension of scheduled shipments, neither of which shall entitle Seller to a modification of the price for Products covered by the Contract.

### **4. Inspection.**

Buyer may, upon reasonable advance notice to Seller, inspect production processes and Property and, subject to Seller's prior written approval, conduct testing at Seller's premises for the sole purpose of verifying Seller's performance under the Contract. Buyer is not required to inspect Products delivered or provided, and no inspection or failure to inspect will reduce or alter Seller's obligations under the Contract.

### **5. Taxes.**

Unless otherwise stated in the Contract, the Contract price includes all applicable federal, state, provincial, and local taxes other than sales, value added, or similar turnover taxes or charges. Seller will separately invoice Buyer for any sales, value added, or similar turnover taxes or charges that Seller is required by law to pay or collect from Buyer.

### **6. Payment; Invoices; Audits.**

**6.1 Generally.** Except as otherwise stated in the Purchase Order, Buyer shall pay the charges set forth in non-disputed conforming invoices based on a Net 45-day payment term. Seller will promptly submit correct and complete invoices or other agreed billing communications with appropriate supporting documentation and other information reasonably required by Buyer after delivery of Products, and Buyer may withhold payment until a correct and complete invoice or other required information is received and verified. Seller will accept payment by check or other cash equivalent, including electronic funds transfer. Buyer may setoff or deduct from sums owed to Seller under the Contract those sums which the Buyer determines in good faith the Seller owes to Buyer (which for purposes of this sentence, includes both LMC and any Designated Purchaser). Seller assumes the risk of events or causes affecting prices, including foreign exchange rates, increases in raw material costs, inflation, increases in labor, and other production and supply costs. Seller represents that the price charged to Buyer for Products shall not exceed the prices charged to any other customer of Seller for products which are the same or substantially similar to the Products, taking into account the quantities and terms of the Purchase Order. Moreover, Seller agrees to promptly notify Buyer of any overcharges and to

refund any excess amounts charged by Seller to Buyer in violation of this **Section 6**.

**6.2 Conforming Invoice.** Seller shall issue invoices in conformance with Buyer's instructions as to form, content and method for submission. Payment shall be deemed to occur upon transmittal of payment by Buyer. Invoices must contain the Purchase Order number, if any, and description of Products. In the event of any delay in receiving an invoice, or any error or omissions in any invoice, Buyer may withhold payment without losing its rights to applicable cash discounts and without incurring any additional fee imposed by Seller. Except as otherwise stated in the Purchase Order, all payments will be in U.S. dollars.

**6.3 Audit; Records.** At Buyer's request, Seller will allow Buyer or its designated representatives to audit its books, records, and other information relating to the Purchase Order to the extent necessary to verify Seller's compliance with completed and current Purchase Orders, including the accuracy of any charges set forth therein. Seller will cooperate with and comply with all reasonable requests from Buyer or its designated representatives in connection with such audit. Seller shall maintain its books, records, and other information relating to each Purchase Order for at least seven years after delivery of the Products provided for in such Purchase Order. Upon completion of any such audit, Buyer and Seller will review the audit report together and work in good faith to agree upon (a) any adjustment of charges to Buyer (including any reimbursement of any overpayment by Buyer or reimbursement to Seller for any underpayment by Buyer); and (b) any appropriate adjustments to Seller's billing practices. If any such audit discloses overpayments that in the aggregate equal one percent or more of the amounts that were actually due as shown by the audit, then Seller will reimburse Buyer for the costs of the audit.

## **7. Warranties.**

**7.1 Product Warranty.** Seller warrants to Buyer that (a) the Products will be produced and delivered in strict accordance with the terms and requirements set forth in the Contract, including conforming to the Specifications, be free of defects in design (to the extent the Products are designed by Seller or its suppliers), materials, and workmanship, be merchantable, and be fit and sufficient for the particular purpose intended by Buyer and shall conform in all material respects to all applicable laws and regulations in force at the time the Products are produced; (b) the documentation provided by Seller

shall be correct, free from defects, and in sufficient detail to permit Buyer to properly and safely operate and maintain the Products; (c) the Products shall perform in accordance with the performance requirements set forth in the Contract; (d) Seller has the expertise and resources necessary to produce and deliver the Products in accordance with the requirements and specifications (including timeframes) set forth in the Contract, including any statement of work; and (e) to the extent that the Products contain Software delivered to Buyer, Products shall not contain any undisclosed features or any "back door", "time bomb", "Trojan horse", "worm", "drop-dead device", "virus", or other computer software routines or hardware components designed to (i) permit access to or unauthorized use of the Product, the Software, or Buyer's computer systems, (ii) disable, damage, or erase the Product, the Software, or data, or (iii) perform any other such actions, and the Software shall not contain preprogrammed preventative routines or similar devices which prevent Buyer from exercising the rights granted under the Contract and/or from utilizing the Product or the Software for the purpose for which it was designed (collectively, the "**Products Warranty**"). Promptly upon notice from Buyer of, or promptly upon Seller otherwise learning of, any defect or failure to comply with the Products Warranty, Seller shall, at Buyer's option, either (1) replace, (2) repair, or (3) refund the purchase price for any Products that do not conform to the Products Warranty. Products repaired, replaced, or modified shall be subject to all provisions of the Contract to the same extent as items initially delivered, with any applicable Warranty Period beginning upon the completion of such repair, replacement, or modification, which completion date shall be the date certified in writing by Buyer which is at least six weeks after the repaired, replaced, or modified items have functioned properly without further defect. With respect to the Products Warranty relating to Software, if Buyer, within the Warranty Period, notifies Seller of any software defect, nonconformance, or breach of the foregoing warranty, Seller shall, at Buyer's option, repair, reflash, or replace the defective Software at its sole expense. The Warranty Period will extend by a period equal to any periods during which the Software fails to conform to the foregoing warranty. Any provision to the contrary in the Contract notwithstanding, if Seller fails to timely deliver the Products, including the failure to promptly replace, repair, or modify a nonconforming Good, then Buyer shall have the right, in addition to the right of termination, to purchase replacement

goods from a party other than Seller and charge Seller for any price differential for these cover purchases from the purchase price, as well as recover any and all damages to which Buyer is entitled under law and equity, including breach of contract damages as well as any and all attorneys' fees and costs incurred as a result of Seller's breach of its obligations.

**7.2 Services Warranty.** Seller represents and warrants to Buyer that (a) all Services will be performed in a prompt, professional, and workmanlike manner in accordance with the requirements and specifications (including timeframes) set forth in the Contract, including any statement of work, and otherwise in accordance with industry standards and will conform in all material aspects with all applicable laws and regulations in force at the time the Services are performed; and (b) Seller has the expertise and resources necessary to undertake and complete the Services in accordance with the requirements and specifications (including timeframes) set forth in the Contract, including any statement of work (collectively, "**Services Warranty**"). Promptly upon notice from Buyer of, or promptly upon Seller otherwise learning of, any defect or failure to comply with the Services Warranty, Seller shall, at Buyer's option, either (i) re-perform any Services; or (ii) refund the service fees for any Services that do not conform to the Services Warranty. Services re-performed shall be subject to all provisions of the Contract to the same extent as Services initially performed, with any applicable Warranty Period beginning upon the completion of such re-performance, which shall be the date certified in writing by Buyer which is at least six weeks after the re-performed or corrected Services have continued without further defect. Any provision to the contrary in the Contract notwithstanding, if Seller fails to timely re-perform a nonconforming Service, then Buyer shall have the right, in addition to the right of termination, to purchase replacement services from a party other than Seller and charge Seller for any price differential for these cover purchases from the purchase price, as well as recover any and all damages to which Buyer is entitled under law and equity, including breach of contract damages as well as any and all attorneys' fees and costs incurred as a result of Seller's breach of its obligation.

**7.3 Warranty Period.** Except as otherwise stated in the Contract, the warranty period is the longer of (a) three years from acceptance by Buyer; (b) the warranty period specified by Seller and Seller's documentation relating to the Products, as the case

may be; (c) the warranty period extended by LMC to purchasers of Vehicles; and (d) the warranty period provided by applicable law ("**Warranty Period**").

**7.4 Recalls.** Except as otherwise stated in the Contract, Seller will be liable for costs and damages resulting from any voluntary or government-mandated recall (a "**Recall**") if the Recall results in whole or in part from a failure of the Products to conform to the Products Warranty or Services Warranty, whether the Recall occurs during or after the otherwise applicable Warranty Period. If Seller is liable for a Recall, the extent of Seller's liability will be negotiated on a case-by-case basis based on (a) a good faith allocation of responsibility for the Recall; (b) the reasonableness of the costs and damages incurred; (c) the quantity purchased and Contract price of the affected Products; and (d) other relevant factors. Buyer will exercise commercially reasonable efforts to (i) notify Seller as soon as practicable after Buyer learns that a Recall being considered implicates the Products; (ii) provide Seller with available performance evaluations, accident reports, engineering investigations, and other data relating to the potential Recall, subject to Seller executing a non-disclosure agreement reasonably acceptable to Buyer; (iii) provide Seller a reasonable opportunity to participate in inquiries and discussions among Buyer, its customers, and governmental agencies regarding the need for and scope of the Recall; and (iv) consult with Seller about the most cost-effective method of modifying or replacing vehicle systems or component parts, including the Products, in order to remedy the alleged defect or non-compliance.

## **8. Compliance with Laws.**

**8.1 Generally.** Seller will comply with applicable laws, rules and regulations of the country where the Products are manufactured or otherwise performed. Seller will provide Buyer with material safety data sheets regarding the Products and, upon Buyer's request, will provide Buyer with other information reasonably required in order to comply with applicable laws.

**8.2 Trade Compliance.** Seller shall comply with all applicable Trade Laws, rules and regulations in connection with its supply of Products to Buyer under the Contract. The Trade Laws include U.S. sanctions laws, executive orders and regulations administered by the U.S. Departments of the Treasury and State; any requirements arising under laws and regulations administered by the U.S. Homeland Department's Customs and Border Protection; the U.S. Foreign

Corrupt Practices Act; the U.S. anti-boycott laws administered by the U.S. Departments of Commerce and Treasury; and other applicable U.S. and non-U.S. international trade laws (collectively, the “**Trade Laws**”). The parties shall cooperate with each other to ensure compliance with the Trade Laws. Seller represents and warrants that it and any person acting on its behalf is not owned or controlled by any person subject to an export-related or sanctions-related list of restricted parties maintained by the United States or other applicable government; the export-related or sanctions-related lists of restricted parties include but are not limited to the U.S. Department of the Treasury’s List of Specially Designated Nationals and Blocked Persons List, and the U.S. Department of Commerce’s List of Denied Persons or Entity List, and the EU Consolidated List.

## **9. Intellectual Property Rights.**

**9.1 Buyer’s Intellectual Property.** Buyer does not transfer to Seller any patent, trade secret, trademark, service mark, copyright, mask work, or other intellectual property right (“**Intellectual Property Right**”) of Buyer in information, documents, or property that Buyer makes available to Seller under the Contract, other than the right to use Buyer’s Intellectual Property Rights solely for the purpose of producing and supplying Products to Buyer pursuant to the Contract.

**9.2 Seller’s Intellectual Property.** Except as stated in this **Section 9.2**, Seller does not transfer to Buyer any Intellectual Property Right of Seller related to the Products or incorporated in Buyer’s Property, other than the right to incorporate Products purchased from Seller in vehicles and component parts and to sell those vehicles and component parts to the public. If the Contract is terminated by Buyer pursuant to **Section 11.3** or **11.4**, Seller grants to Buyer a non-exclusive right and license to use Seller’s Intellectual Property Rights during the Contract term that would have applied had it not been earlier terminated under **Section 11.3** or **11.4**, and subject to **Section 13**, to obtain from alternate sources goods and services similar to the Products for use in vehicles or component parts covered by the terminated Contract. There will be no fee for this license. Notwithstanding anything to the contrary in this **Section 9.2**, Seller agrees that the detailed designs, drawings, and specifications for the Products (“**Specifications**”) so as to meet Buyer’s requirements are Buyer’s Intellectual Property and Confidential Information of Buyer, and any information or data regarding the incorporation of the Products in vehicles and component parts

(including customizations requested by Buyer) and any information or data regarding performance within vehicles or during testing are the property and Confidential Information of Buyer.

**9.3 Software.** When Products include computer programs, including, where applicable, object code (including microcode) and source code, and any enhancements, modifications, updates, or releases relating thereto (“**Software**”), Seller shall obtain and provide to Buyer unrestricted usage rights, which shall be freely transferable, and shall provide Buyer with all documentation related to the Software, including a Software bill of materials, user manuals, training materials, product descriptions and applicable specifications, technical manuals and supporting materials, developed documents, and other printed or electronic information. No Software will contain copyleft materials or materials subject to any license that requires as a condition of use, modification, or distribution thereof, that such materials, or materials combined or distributed with such materials, be (a) disclosed or distributed in source code or similar form; (b) licensed for the purpose of making derivative works; or (c) redistributable at no charge.

**9.4 Infringement.** Seller will indemnify, defend, and hold harmless Buyer Indemnitees from and against any and all Losses arising out of the actual or alleged infringement by the Products of a third-party Intellectual Property Right. If a claim under this **Section 9.4** results, or is likely to result, in an injunction or other order that would prevent Seller from supplying or Buyer from using Products for their intended purpose, Seller will at its expense either (a) secure a license of the Intellectual Property Right that permits Seller to continue supplying the Products to Buyer; (b) if requested by Buyer and solely in conformity with the Specifications, modify the Products so that they become non-infringing, so long as the modification does not materially alter the operation or performance of the Products; or (c) replace the Products with non-infringing but practically equivalent Products.

## **10. Property.**

### **10.1 Buyer’s Property.**

(a) Buyer will own the tooling, jigs, dies, gauges, fixtures, molds, patterns, supplies, materials, and other equipment and property used by Seller to manufacture, store, transport, and provide Products (“**Property**”) if (i) the Property is so designated in the Contract; or (ii) Buyer or its customer has provided or paid for the Property (“**Buyer’s Property**”). Seller will assign to

Buyer contract rights or claims in which Seller has an interest with respect to Buyer's Property and execute bills of sale, financing statements, or other documents reasonably requested by Buyer to evidence its or its customer's ownership of Buyer's Property. Seller will indemnify, defend, and hold harmless Buyer against claims or liens adverse to Buyer's or its customer's ownership of Buyer's Property except those that result from the acts or omissions of Buyer or its customer. Seller will hold Buyer's Property on a bailment basis and will be responsible for loss or damage to Buyer's Property while in its possession or control. To the extent permitted by law, Seller waives any lien or similar right it may have with respect to Buyer's Property. Buyer will be responsible for personal property taxes assessed against Buyer's Property.

(b) Seller will (i) at its expense maintain Buyer's Property in good condition and repair, normal wear and tear excepted, throughout the useful life of Buyer's Property; (ii) use Buyer's Property only for the manufacture, storage, and transport of Products for Buyer unless Buyer otherwise approves in writing; (iii) at Buyer's request, mark Buyer's Property as belonging to Buyer or its customer; and (iv) not remove Buyer's Property (other than shipping containers and the like) from Seller's premises without Buyer's written approval. All replacement parts, additions, improvements, and accessories to Buyer's Property will become part of Buyer's Property unless they can be removed without damaging Buyer's Property.

(c) If Buyer issues a Purchase Order for Buyer's Property, Buyer will pay for that Buyer's Property at the lesser of (i) the amount specified in the Contract; (ii) Seller's actual out-of-pocket cost of the Buyer's Property, if manufactured by a third party; or (iii) Seller's actual cost of purchased materials, components, and services plus Seller's actual cost of labor and overhead allocable to the Buyer's Property, if manufactured by Seller. Unless otherwise stated in the Contract, final payment for Buyer's Property is due (1) on the vehicle manufacturer's Production Part Approval Process ("**PPAP**") approval date; or (2) within 90 days after the Property is tendered for PPAP approval if no action has then been taken on the request for PPAP approval.

(d) Seller will immediately release to Buyer upon request, and Buyer may retake immediate possession of, Buyer's Property and other property of Buyer or its customers at any time, with or without cause and without payment of any kind. Seller's relinquishment of possession shall not prejudice any claim or right to

payment of any amounts owned for Buyer's Property under the Contract. Seller will release the requested Property and other property to Buyer F.C.A. Seller's plant (Incoterms 2020), properly packed and marked in accordance with the requirements of Buyer's carrier. If the release or recovery of Buyer's Property or other property renders Seller unable to produce a Product, the release or recovery will be deemed a termination of the Contract with respect to that Product pursuant to **Section 11**, as applicable.

(e) Seller shall have only temporary possession of Buyer's Property as a bailee-at-will. Seller may not release, relocate, or dispose of Buyer's Property to any third party without the express written permission of Buyer. Seller shall promptly notify Buyer of the location of the Buyer's Property if located at any place other than Seller's facility. Only Buyer has any right, title, or interest in Buyer's Property, except for Seller's limited right, subject to Buyer's sole discretion, to use Buyer's Property in the manufacture of Products. Seller agrees neither to create nor allow to exist any liens on Buyer's Property and Seller agrees to immediately sign any UCC-1 forms or other documents reasonably required by Buyer to perfect all rights granted herein. Seller grants to Buyer a limited and irrevocable power of attorney, coupled with an interest, to execute and record on Seller's behalf any notice financing statements with respect to Buyer's Property that Buyer determines are reasonably necessary to reflect Buyer's interest in Buyer's Property.

(f) Seller expressly waives any right to additional notice or process relating to Buyer's exercise of its rights under this Section. Seller waives, to the extent permitted by law: (i) any lien or other rights that Seller might otherwise have on any of Buyer's Property, including molder's and builder's liens; and (ii) any objection to the Buyer's repossession and removal of Buyer's Property for any or no reason, including bankruptcy or insolvency proceedings. Seller shall ensure that its suppliers, contractors, or agents are contractually obligated to comply with all of Seller's obligations with respect to Buyer's Property.

**10.2 Seller's Property.** Seller will own all Property that is not Buyer's Property ("**Seller's Property**"). Seller will at its expense furnish, maintain in good condition, and replace when necessary Seller's Property needed to perform the Contract. While a Contract for Products remains in effect, Buyer may purchase Seller's Property used exclusively to produce those Products and not needed by Seller to produce

Products or products for other customers, for a purchase price equal to the greater of fair market value or Seller's unamortized acquisition cost.

## **11. Term and Termination.**

**11.1 Term of a Contract.** Except as otherwise expressly stated in the Contract, the term of the Contract will begin on the date it is issued (the "**Effective Date**") and, unless a different date is specified in writing, continue for the duration of the Vehicle program, as it may be shortened or extended by Buyer in its sole discretion (the "**Termination Date**"), unless earlier terminated in accordance with these Terms.

**11.2 Termination Without Cause.** Buyer may terminate a Contract at any time after the Effective Date without cause upon 30 days' prior notice to Seller. Upon receipt of notice of termination, and unless otherwise directed by Buyer, Seller will comply with the requirements of **Section 11.6**. Upon termination by Buyer under this Section, Buyer will be obligated to pay only the following without duplication: (a) the Contract price for all finished Products in the quantities ordered by Buyer that conform to the Contract and are delivered to and accepted by Buyer for which Seller has not been paid; and (b) Seller's reasonable actual cost of carrying out its obligation under **Section 11.6(d)**. Buyer shall pay for Seller's reasonable actual cost of merchantable and usable work-in-process, as well as any parts and materials, which Buyer requests be transferred to it under **Section 11.6(b)**. Buyer's obligation for any Seller claims related to termination will not exceed the obligation Buyer would have had to Seller in the absence of termination. Seller will furnish to Buyer, within one month after the date of termination, its termination claim, which will consist exclusively of the claims eligible for reimbursement by Buyer to Seller that are expressly permitted by this Section. Buyer may audit Seller's records before or after payment to verify amounts requested in Seller's termination claim.

**11.3 Termination for Cause.** Buyer may terminate the Contract if Seller breaches any of its material duties or material obligations under the Contract or these Terms by delivering to Seller a default notice (the "**Default Notice**"). The Default Notice shall specify (a) the default(s) in reasonable detail; (b) the action necessary to cure the default(s); and (c) the cure period within which Seller must cure the default(s), which cure period shall not be less than ten (10) days (the "**Cure Period**"). If Seller cures the default(s)

within the applicable Cure Period to the reasonable satisfaction of Buyer, Buyer will rescind the Default Notice. If Seller does not cure the default(s) during the applicable Cure Period, at the option of Buyer, the Contract will terminate as of the close of business on the last day of the applicable Cure Period or on such later date as determined by Buyer. Upon notice of termination by Buyer, Seller shall promptly return all amounts previously paid to Seller by Buyer for the Products (if any) and, in addition to any other damages, Buyer shall be entitled to, and Seller shall pay to Buyer, damages equal to (i) all costs incurred by Buyer in connection with the manufacturing of the Products for the Contract, including training, systems programming, site preparation, cost of supplies and facilities, excepting only such costs as are included in the price of substitute goods obtained from any other manufacturer; and (ii) the difference in price between the Products to be delivered hereunder and substitute goods.

**11.4 Termination for Insolvency.** Buyer may terminate the Contract if Seller (a) provides Buyer grounds for insecurity; (b) files for bankruptcy; (c) becomes or is declared insolvent or is the subject of any proceedings related to its liquidation, insolvency or the appointment of a receiver or similar officer for it; (d) makes an assignment for the benefit of all or substantially all of its creditors; (e) is unable to pay its debts generally as they come due; or (f) enters into an agreement for the composition, extension or readjustment of substantially all of its obligations, by giving notice to Seller of its intention to terminate the Contract as of a date specified in the notice, which date will not be less than ten days after the date of the notice, during which time Seller may cure such default by causing any such proceeding to be terminated or dismissed, or by providing Buyer with verification of solvency or otherwise of its ability to perform its obligations hereunder. If Seller fails to cause such proceeding to be terminated or dismissed or otherwise to provide Buyer with the information set forth above, the Contract will terminate on the date set forth in the notice.

**11.5 Termination by Seller.** Seller may terminate the Contract only for non-payment of the purchase price for Products which are 30 or more days past due and material in amount, and then only if: (a) Seller first provides Buyer notice specifying the amounts past due and Seller's intent to terminate the Purchase Order if the past due amount is not paid; and (b) Buyer, within 60 days of such notice, does not either (i) pay the past due amounts, or (ii) notify Seller that it

disputes Seller's entitlement to payment. Seller may not suspend performance of the Purchase Order for any reason.

**11.6 Termination Obligations.** Upon receipt of notice of termination, and unless otherwise directed by Buyer, Seller will at no additional cost to Buyer: (a) promptly terminate all work under the Contract on the effective date of termination; (b) transfer title and deliver to Buyer the finished Products, the work in process, and the parts and materials that Seller reasonably produced or acquired according to quantities ordered by Buyer and that Seller cannot use in producing goods for itself or for others, together with all information and materials related to or otherwise used in connection with the Contract, including packaging, documents, standards, databases, specifications, drawings, manufacturing processes, or any other items of value (collectively, "**Transferred Property**"); (c) prior to allocating any amounts received by Buyer to any other source, Seller shall upon termination for any reason, first verify and settle any claims by subcontractors for actual costs incurred directly as a result of the termination; (d) take actions reasonably necessary to protect property in Seller's possession in which Buyer has an interest, including Buyer's Property, until disposal instruction from Buyer has been received; and (e) cooperate with Buyer and its designees and provide the Services reasonably requested by Buyer or its designees to allow Buyer's business operations to continue without material interruption or adverse effect, including with respect to Buyer's new supplier. Effective immediately upon termination and without further notice or legal action, Buyer may enter Seller's premises and take possession of all of the Transferred Property. Buyer may direct that the Transferred Property be released immediately to Buyer or delivered by Seller to Buyer in accordance with these Terms. Buyer shall have no liability with respect to any of the Transferred Property until such property is in the actual possession of Buyer.

**11.7 Transition Assistance.** In addition to the termination obligations set forth in **Section 11.6**, upon expiration or termination of the Contract for any reason, Seller shall, at Buyer's request and at no additional cost to Buyer, provide transition assistance services as reasonably requested by Buyer for a period of up to 90 days after the Termination Date (the "**Transition Assistance Period**").

## **12. Indemnification; Remedies.**

**12.1 Indemnification.** All indemnification provisions in the Contract are supplemental to and part

of the indemnification provisions in this **Section 12**. To the fullest extent permitted by law, Seller will indemnify, defend, and hold harmless Buyer and its affiliates and each of their respective directors, officers, employees, agents, contractors, consultants, representatives, successors, and assigns (each, an "**Buyer Indemnitee**") from and against any and all third-party claims, demands, suites, or proceedings for damages (whether direct, indirect, incidental, or consequential), losses, claims, suits, actions, demands, liabilities, settlements, judgements, fines, penalties, taxes, interest, and expenses (including reasonable attorneys' and other professional fees and legal costs), regardless of whether arising under tort, contract, strict liability, or other legal theories (collectively, "**Losses**") based upon, relating to, arising from, or which are alleged to have been caused in connection with any of the following: (a) Seller's defective design (if Seller has warranted design) or manufacture or provision of Products, delivery of non-conforming Products, or its negligent acts or omissions in its performance under the Contract; (b) any misrepresentation by Seller or the breach by Seller of its obligations or warranties to Buyer under these Terms or any Contract; (c) the death or bodily or personal injury of, or other damage incurred by, any agent, employee, customer, business invitee, business visitor, or other person caused by the breach of contract, breach of warranty, negligence, misconduct, or any other acts or omissions of Seller or its representatives or permitted subcontractors; (d) the damage, loss, or destruction of any real or personal property caused by the breach of contract, breach of warranty, negligence, misconduct, or any other acts or omissions of Seller or its representatives or permitted subcontractors; or (e) liens, encumbrances, payment, or other claims relating in any manner to the Products which are asserted by Seller, any subcontractor, or anyone directly or indirectly engaged by any of them or for anyone for whose acts they may be responsible. For purposes of this **Section 12.1**, Recalls shall be considered third-party claims. Seller shall not be liable for Losses pursuant to clause (a) of this **Section 12.1** to the extent such Losses results from (i) Buyer's specification of materials in the Products; (ii) Buyer's design of the Products; or (iii) any alteration or improper repair, maintenance, handling, or installation of the Products by anyone other than Seller or its subcontractors, suppliers, or agents. Notwithstanding anything to the contrary in any Contract, no limitations on damages or remedies will apply to Seller's obligations to indemnify, defend, and hold the Buyer Indemnitees harmless against Losses.

Indemnity obligations shall survive the termination, cancellation, or non-renewal of the Contract. The indemnification obligations set forth in these Terms, including this **Section 12.1**, are independent of and in addition to any insurance and warranty obligations of Seller.

**12.2 Procedure.** Buyer Indemnitee will notify Seller promptly after Buyer Indemnitee becomes aware of the basis for a claim under this **Section 12**; provided, however, that Buyer Indemnitees' failure to provide notice of a claim does not relieve Seller of any liability that Seller may have to Buyer Indemnitee, except to the extent that such delay materially prejudices the defense of the related third-party claim. Upon reasonable notice and at the reasonable request of Seller, Buyer may provide Products and related systems and components that are subject to a third-party claim to Seller for its inspection, at Seller's expense.

**12.3 Defense.** Following delivery of the notice of a claim under this **Section 12**, Seller must defend such claim at its sole expense with counsel of its choosing (and reasonably acceptable to Buyer) and must include Buyer Indemnitee in discussions and decisions relating to the defense. Buyer Indemnitee may participate in the defense of such claim defended by Seller with counsel of Buyer Indemnitee's choice and the fees and expenses of Buyer Indemnitee's counsel will be paid or reimbursed by Seller. Notwithstanding the foregoing, Buyer Indemnitee may, upon notice to Seller, assume the exclusive right to defend, compromise, settle, or resolve any claim under this **Section 12**, at Seller's sole expense, if (a) Buyer Indemnitee determines that (i) defense of the claim by counsel selected by Seller would be inappropriate for reasons of existing or potential conflict of interest or because Buyer Indemnitee has defenses available to it that are distinct from or in conflict with defenses available to Seller, or (ii) there is a reasonable possibility that the claim may adversely impact Buyer Indemnitee, including damage to reputation, brand, or business prospects; or (b) the claim is asserted by or on behalf of a person or entity that is a direct or indirect supplier or customer of Buyer Indemnitee or such person or entity seeks an injunction or other equitable relief.

**12.4 Remedies.** All rights and remedies set forth in these Terms are in addition to rights and remedies available to Buyer at law or in equity. Each of the rights and remedies reserved to Buyer in these Terms shall be cumulative and the assertion of Buyer of any right or remedy shall not preclude the assertion by

Buyer of any other rights or the seeking of any other remedies. All costs incurred in connection with any remedy, including all travel expenses and daily allowances as well as any and all attorneys' fees and costs and legal costs incurred by Buyer as a result of Seller's breach of its obligations, shall be the obligation of Seller. Seller shall not have any right of setoff.

**12.5 Specific Performance.** The parties agree that the motor vehicle industry operates on just in time principles such that any breach by Seller which disrupts or threatens to disrupt the timely supply to Buyer, Buyer does not have an adequate remedy at law and Buyer is entitled to an immediate order for specific performance of Seller's obligations (including related temporary and preliminary injunctive relief).

### **13. Confidential Information.**

If Seller has executed or executes a non-disclosure agreement, in a form satisfactory to Buyer, which relates to confidential information to be disclosed by or on behalf of Buyer to Seller, the terms of such non-disclosure agreement shall apply to these Terms and shall be incorporated herein by reference with respect to the information covered thereby. Notwithstanding the absence of such non-disclosure agreement, of for all information not covered by such non-disclosure agreement, the terms of this **Section 13** shall apply to all Confidential Information. Trade secrets, specifications, drawings, notes, instructions, engineering data and analyses, compositions of matter, financial data, and other technical and business data which are supplied or disclosed by Buyer or Seller in connection with the Contract, in each case that are marked or otherwise identified as confidential or where their confidential nature is, or by its nature should have been, apparent at the time of disclosure ("**Confidential Information**"), will be deemed confidential and proprietary to, and remain the sole property of, the disclosing party. The receiving party may not disclose Confidential Information or use Confidential Information for any purpose other than as contemplated under the Contract without in each case the written consent of the disclosing party. Confidential Information will not include information that (a) is or becomes generally available to the public other than as a result of a violation of this **Section 13** by the receiving party; (b) was obtained by the receiving party on a non-confidential basis from a third party who had the apparent right to disclose it; or (c) is legally required to be disclosed. In the event the receiving party is legally required to disclose the disclosing party's Confidential Information, the

receiving party shall promptly provide notice to the disclosing party (to the extent legally permissible) and cooperate with the disclosing party to limit or shield the extent of the disclosure. Buyer and Seller will each use the same degree of care to safeguard Confidential Information that it uses to protect its own confidential information from unauthorized access or disclosure (but not less than a reasonable degree of care). Upon request by the disclosing party, the receiving party will promptly return or destroy the original and all copies of Confidential Information received. Notwithstanding the foregoing, the receiving party shall be permitted to retain such copies of or any computer records or files containing such Confidential Information that have been created solely by the party's automatic archiving and back up procedures, to the extent created and retained in a manner consistent with the party's standard archiving and back up procedures, but not for any other use or purpose.

#### **14. Assignment and Subcontracting.**

Seller may not assign or subcontract its duties or responsibilities under the Contract without the prior written consent of LMC. A change of control of Seller, whether by merger, operation or law, or the sale of all or substantially all of Seller's assets, shall be deemed an assignment by Seller. Notwithstanding anything to the contrary in the Contract, Seller may assign or delegate its duties or responsibilities under the Contract to an affiliate or to a successor-in-interest to the business or division to which the Contract applies, including in connection with a direct or indirect merger, sale of equity, sale of assets, or otherwise. Unless otherwise stated in a consent to assignment or subcontracting given to Seller by Buyer, any assignment or subcontracting by Seller, with or without the required consent, shall be void and will not relieve Seller of its duties or obligations under the Contract or its responsibility for non-performance or default by its assignee or subcontractor.

#### **15. Excusable Non-Performance.**

**15.1 Generally.** Except as otherwise set forth in **Section 15.2**, any delay or failure of either party to perform its obligations will be excused if and to the extent the party is unable to perform due to an unforeseen event or occurrence beyond its reasonable control and without its fault or negligence, or which could not have been prevented or mitigated through commercially reasonable efforts or precautions, such as: acts of God; restrictions, prohibitions, priorities or allocations imposed or actions taken by a governmental authority (whether valid or invalid);

embargoes; fires; floods; earthquakes; explosions; natural disasters; riots; wars; sabotage; or court injunction or order. Seller shall use its best efforts to reduce the effects of such events on Seller's performance of its obligations and timely provide Products to Buyer. As soon as possible (but no more than one full business day) after the occurrence, the affected party will provide notice describing such delay, including any corrective measures which the affected party will implement to cure such delay, and assuring the other party of the anticipated duration of the delay and the time that the delay will be cured. During a delay or failure to perform by Seller, Buyer may at its option: (a) purchase Products from other sources and reduce its schedules to Seller by such quantities, without liability to Seller; (b) require Seller to deliver to Buyer in accordance with the terms of the Contract all finished goods, work in process and parts and materials produced or acquired for work under the Contract; and/or (c) have Seller provide Products from other sources in quantities and at a time requested by Buyer and at the price set forth in the Contract. In addition, Seller at its expense will take all necessary actions to ensure the supply of Products to Buyer for a period of at least 30 days during any anticipated labor disruption or resulting from the expiration of Seller's labor contracts. If delay on the part of Seller lasts longer than 30 days, Buyer may terminate, suspend, or modify any outstanding Purchase Order without liability and Seller shall reimburse Buyer for costs associated with the termination.

**15.2 Specific Exclusions.** Notwithstanding anything in **Section 15** to the contrary, no delay or failure of Seller to perform its obligations under the Contract will be excused (under theories of force majeure, commercial impracticability or otherwise) if and to the extent that it is caused by: (a) Seller's inability to perform as a result of, or delays caused by, Seller's insolvency or lack of financial resources, which shall be deemed to be within Seller's control; (b) the change in cost or availability of materials or components based on market conditions, supplier actions, or contract disputes; (c) any labor strike or other labor disruption applicable to Seller or any of its subcontractors or suppliers; or (d) the inability of Seller or any of its subcontractors or suppliers to obtain power, materials(s), components, parts, labor, equipment, or transportation, and in each case Seller assumes these risks.

#### **16. Labor Contracts.**

Seller will notify Buyer of the contract expiration date at least six months before the expiration of a current

labor contract that has not been extended or replaced. Buyer may thereafter direct Seller in writing to manufacture up to 30 days of additional inventory of Products, specifying the quantities of Products required and any packaging and storage requirements. Seller will use reasonable best efforts to comply with Buyer's written directions prior to expiration of the current labor contract and until the current labor contract has been extended or a new contract completed. By authorizing the additional inventory, Buyer commits to buy the entire quantity of conforming Products requested and produced. Seller is responsible for carrying costs and any additional costs of manufacture.

## **17. Customs.**

Transferable credits or benefits associated with Products purchased, including trade credits, export credits, or rights to the refund of duties, taxes, or fees, belong to Buyer unless otherwise prohibited by applicable law. Seller will provide Buyer with all information and records relating to the Products necessary for Buyer to (a) receive these benefits, credits, and rights; (b) fulfill any customs obligations, origin marking, or labeling requirements and certification or local content reporting requirements; (c) claim preferential duty treatment under applicable trade preference regimes; and (d) participate in any duty deferral or free trade zone programs of the country of import. Seller will obtain all export licenses and authorizations and pay all export taxes, duties, and fees unless otherwise stated in the Contract, in which case Seller will provide all information and records necessary to enable Buyer to obtain those export licenses or authorizations.

## **18. Insurance.**

**18.1 Coverage Requirements.** Seller will maintain in force, and cause its permitted subcontractors to maintain in force, at its own expense, insurance of the type and in the amounts set forth below:

(a) Property All Risk insurance to cover Products in transit, in warehouse or in storage whether on vehicles or in facilities controlled or operated by Seller or its permitted subcontractor or any other third party: Minimum limit of \$5,000,000 or the replacement cost value of the Products, whichever is greater, to cover full replacement cost of Products including additional storage, clean-up costs, salvage, security, expediting, or additional transportation fees. Buyer will be added as loss payee and additional insured with respect to its interest in the Products.

(b) Statutory workers' compensation insurance in accordance with the legal requirements of each country, state, territory, or locality exercising jurisdiction over the employees of Seller and/or any permitted subcontractor performing Services in such country, state, territory, or locality.

(c) Employer's liability insurance with a minimum limit in an amount not less than \$1,000,000 per accident, covering bodily injury by accident, and \$1,000,000 per policy covering bodily injury by disease, including death.

(d) ISO Commercial General Liability insurance (written on an occurrence basis) in an amount not less than \$5,000,000 per occurrence, general aggregate, products and completed operations aggregate. Buyer and its employees shall be named as additional insureds.

(e) ISO Business Automobile Liability insurance for owned, hired or non-owned vehicles with a combined single limit in an amount not less than \$5,000,000 per accident for bodily injury and property damage liability. Buyer and its employees shall be named as additional insureds.

(f) Professional Liability or Errors and Omissions liability insurance to cover losses due to Seller's errors or omissions in the performance or failure to perform its professional Services obligations or responsibilities under any Contract, with a per-claim limit in an amount not less than the greater of \$2,000,000 and the value of the applicable Purchase Order and the greater of \$2,000,000 or the value of the applicable Purchase Order in the annual aggregate. Such insurance may be written on an occurrence or claims-made basis. If written on a claims-made basis, any applicable retroactive date must be prior to the commencement of any commercial activity arising under the Contract.

(g) Umbrella/excess liability (written on an occurrence basis) in an amount not less than the greater of \$10,000,000 or the value of the applicable Purchase Order, as applicable, per occurrence. Buyer and its employees shall be named as additional insureds.

(h) Insurance coverage with respect to information and data protection security, cyber liability and similar matters with respect to information security in amounts not less than \$5,000,000. Such insurance may be written on an occurrence or claims-made basis. If written on a claims-made basis, any applicable retroactive date

must be prior to the commencement of any commercial activity arising under the Contract.

In the event that any of Seller's underlying insurance policies fail to meet the required minimum limit amounts for any of the coverages required herein, such minimum limits shall be considered satisfied if the underlying insurance amount combined with any applicable umbrella/excess insurance amount meets or exceeds that coverage's required minimum limit amount.

**18.2 Policy Requirements.** All insurance policies required in **Section 18.1** will be written by insurance companies rated at least A-VII by A.M. Best's rating service or equivalent. The required insurance shall be primary and non-contributory with respect to any other coverage carried by or available to Buyer for claims arising out of or in connection with the Contract. The required insurance policies shall provide to Buyer 30 days' notice of any cancellation, non-renewal, or material change. Seller, for itself and its permitted subcontractors, including their respective insurance carriers, hereby agrees to waive any right of subrogation and have no right of recovery from Buyer, its employees and personnel or its insurers. The insurance required herein shall not affect or limit the liability of Seller as stated elsewhere in the Contract or as provided by law. Seller will furnish to Buyer certificates of insurance and other appropriate documentation (including endorsements as required to bind the insurers) evidencing all coverage referenced in this **Section 18**.

## **19. Cybersecurity.**

**19.1 Enterprise Cybersecurity.** Seller must: (a) maintain reasonable, risk-based cybersecurity programs, supported by appropriate technical and operational measures, including policies and procedures, to protect the confidentiality, integrity, and availability of Confidential Information, prevent disruption of the supply of goods, and respond in a timely and effective manner to any cybersecurity incident that may compromise any Confidential Information or disrupt supply of goods; (b) notify Buyer of any cybersecurity incident that affects the confidentiality, integrity, or availability of Confidential Information, disrupts or threatens to disrupt supply, or otherwise reasonably could be expected to adversely affect Buyer; (c) assist Buyer and provide requested information in the event of such a cybersecurity incident; (d) adopt other reasonable cybersecurity measures identified by Buyer; and (e) upon request, at Seller's expense, demonstrate

compliance through a third-party audit or other reasonable measure agreed upon by the Buyer.

**19.2 Product Cybersecurity.** Seller must maintain a reasonable, risk-based program, supported by appropriate technical and operational measures, including policies and procedures, to ensure the cybersecurity of any Product that includes software, hardware, or other electrical components. Seller's product cybersecurity program must provide for security by design, vulnerability management, governance, and any other elements identified by Buyer in a manner consistent with industry best practices, including ISO/SAE 21434. Upon request, at Seller's expense, Seller demonstrate compliance through a third-party audit or other reasonable measure agreed upon by the Buyer.

## **20. Dispute Resolution.**

**20.1 Negotiation and Mediation.** Buyer and Seller will first endeavor to resolve through good faith negotiations any dispute arising under the Contract. If a dispute cannot be resolved through good faith negotiations within a reasonable time (but in no event more than 14 days), either party may request non-binding mediation by a mediator approved by both parties or, absent that approval, by the American Arbitration Association. The parties may agree in writing to forgo mediation and proceed directly to arbitration under **Section 20.2**.

**20.2 Arbitration.** If mediation fails to resolve the dispute within 45 days after the first mediation session, either party may submit the dispute to binding arbitration by notice to the other party. The arbitration proceedings will be conducted, and a single arbitrator will be selected, in accordance with the rules of the American Arbitration Association or other rules approved by the parties, and will be governed by the United States Arbitration Act, 9 U.S.C. §1 et seq., and this **Section 20.2**. The arbitration will be conducted in Detroit, Michigan. The arbitrator may include an award of legal fees and costs. The arbitrator's award will be final and non-appealable absent fraud or manifest error, and judgment on the arbitrator's award may be entered in any court having jurisdiction. While arbitration proceedings are pending, the parties will continue to perform their obligations under the Contract.

**20.3 Provisional Remedies; Legal Action.** Notwithstanding the provisions of this **Section 20**, a party may file a complaint limited to seeking provisional judicial relief pending the outcome of the mediation or arbitration provided by this **Section 20**.

If any legal action or proceeding becomes necessary to seek provisional equitable relief, to enforce the provisions of this **Section 20**, or to enforce the award of the arbitration, such legal action or proceeding must be brought exclusively in the state or federal courts situated in the Wayne County, Michigan, and the parties expressly consent, and waive any objections, to subject matter jurisdiction, personal jurisdiction, and venue in such courts.

**21. Miscellaneous.**

**21.1 Order of Precedence.** Notwithstanding anything to the contrary in these Terms or any Supplemental Document, if there is any conflict, inconsistency, or incompatibility between or among the terms and conditions of these Terms or any Supplemental Document, the order of precedence, from the document that takes the highest precedence to the document which takes the lowest precedence, is as follows: (a) the Purchase Order; (b) Supplemental Documents that are specific to Seller; (c) these Terms; then (d) Supplemental Documents that are generic to all LMC suppliers.

**21.2 Advertising.** During and after the term of the Contract, Seller will not advertise or otherwise disclose its relationship with Buyer or Buyer's customers without Buyer's prior written consent, except as may be required to perform the Contract or as required by law.

**21.3 Electronic Communication.** Seller will comply with the method of electronic communication specified by Buyer in Buyer's request for quotation and confirmed in any Contract, including requirements for electronic funds transfer, purchase order transmission, electronic signature, and other communications. Seller will also make commercially reasonable efforts to comply with any modification to Buyer's specified method of electronic communication after the date of the Contract, subject to **Section 2.5**.

**21.4 Relationship of the Parties.** Buyer and Seller are independent contractors, and nothing in any Contract makes either party the agent or legal representative of the other party for any purpose. Neither party has authority to assume or to create any obligation on behalf of the other party.

**21.5 Limitations.** Notwithstanding any other provision herein, Buyer will have no obligation for and will not be required to pay Seller, directly or on account of claims by subcontractors, for lost profits, lost fees, lost business, loss of use, costs associated

with business interruptions, unabsorbed overhead, interest on claims, product development or engineering costs, facilities or equipment rearrangement costs or rental, unamortized capital or depreciation costs, finished goods, work-in-process, or raw materials that Seller fabricates or procures in amounts exceeding those authorized in the Contract, or general administrative burden charges from termination of the Contract, except as otherwise expressly stated in a separate Supplemental Document issued by Buyer.

**21.6 Waiver.** The failure of either party to enforce any right or remedy provided in the Contract or by law on a particular occasion will not be deemed a waiver of that right or remedy on a subsequent occasion or a waiver of any other right or remedy.

**21.7 Battle of the Forms Not Applicable.** The parties intend that the Contract, and only the Contract, exclusively control the relationship of the parties with respect all Products. The parties agree it is their intent that the "battle of the forms" section of the Michigan Compiled Laws § 440.2207 does not and will not apply to the Contract or to any invoice or acceptance form of Seller relating to the Contract. Any terms and conditions, other than those stated in the Contract, contained or incorporated in any Seller estimate, order form, order confirmation, quote, proposal, acknowledgement, invoice, or other similar submission, response, or acceptance by Seller (even if Seller purports to condition its acceptance to Buyer's agreement to such different or additional terms, and regardless of when such documents or terms are or were submitted) are rejected, excluded, inapplicable under the Contract, and otherwise superseded, and instead the Contract alone applies. Seller acknowledges and accepts that its sale of Products is made subject to these Terms and to the terms of any applicable Supplemental Documents.

**21.8 Entire Agreement.** The Contract constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior oral or written representations, agreements, or understanding of the parties with respect to the subject matter of the Contract.

**21.9 Severability.** A finding that any provision of the Contract is invalid or unenforceable in any jurisdiction will not affect the validity or enforceability of any other provision of the Contract or the validity or enforceability of that provision in any other jurisdiction.

**21.10 Survival.** Sections 6, 2.7, 7, 9, 10, 11.6, 11.7, 12, 13, 18, 20, 21.2, 21.5, 21.11, 21.12, 21.13, and this **Section 21.10**, and any other provision of the Contract that by its nature extends beyond the expiration, termination, or cancellation of the Contract will remain in full force and effect until fulfilled or performed and will inure to the benefit of and be binding upon Seller and Buyer and their respective successors and permitted assigns.

**21.11 Interpretation.** When used in these Terms, “including” means “including without limitation” and terms defined in the singular include the plural and vice versa.

**21.12 Notices.** Any notice or other communication required or permitted in the Contract must be in writing and will become effective on the date of actual receipt if the date of actual receipt is a business day or on the next business day if the date of actual receipt is not a business day. Notices required under the Contract will be sent to the respective parties at the following addresses:

If to Buyer: Address designated by Buyer  
on the Supplemental

Documents

With a  
concurrent  
copy to:

Lordstown EV Corporation  
38555 Hills Tech Dr.  
Farmington Hills, MI 48331  
Attention: Vice President of  
Purchasing

If to Seller:

Address maintained in  
Buyer’s file concerning  
notices to Seller

Either party may change its notice address by a notice given to the other in the manner provided for in this **Section 21.12**.

**21.13 Governing Law.** Unless otherwise agreed in writing, the Contract will be governed by and interpreted according to the internal laws of Michigan, without regard to its conflict of laws rules. The *United Nations Convention on Contracts for the International Sale of Goods* will not apply to the Contract.

***SPACE INTENTIONALLY BLANK***

## APPENDIX OF DEFINED TERMS

The following terms can be found in the Section identified below.

Buyer.....	Preamble	Property.....	10.1(a)
Buyer Indemnatee.....	12.1	Purchase Order.....	1.2
Buyer's Property .....	10.1(a)	Recall .....	7.4
Confidential Information .....	13	Release .....	2.2
Contract.....	1.2	Scheduling Forecasts .....	2.3
Cure Period .....	11.3	Seller .....	Preamble
Default Notice .....	11.3	Seller's Property.....	10.2
Delivery Requirements .....	2.2	Services .....	1.1
Designated Purchase Agreement .....	1.4	Services Warranty .....	7.2
Designated Purchaser.....	1.4	Software .....	9.3
Effective Date .....	11.1	Specifications.....	9.2
FXN.....	1.4	Supplemental Documents .....	1.2
Goods .....	1.1	Termination Date .....	11.1
Intellectual Property Right.....	9.1	Terms .....	Preamble
LMC.....	Preamble	Trade Laws.....	8.2
Losses.....	12.1	Transferred Property .....	11.6
PPAP .....	10.1(c)	Transition Assistance Period.....	11.7
Products.....	1.1	Vehicles.....	1.1
Products Warranty .....	7.1	Warranty Period.....	7.3

***END OF DOCUMENT***

# Exhibit C

**LORDSTOWN EV CORPORATION**  
**FORECAST AND RELEASE POLICY**

This Forecast and Release Policy is a Supplemental Document, as defined in the Lordstown EV Corporation General Production Terms and Conditions (the “T&C’s”), and as such, is binding on the Parties. This document (the “Policy”) clarifies and establishes the responsibilities of each Party with regard to the Releases and Scheduling Forecasts defined in Sections 2.2 and 2.3 of the T&C’s, respectively.

**1. DEFINITIONS**

1.1. Unless explicitly defined herein the capitalized terms in this Policy have the definitions provided in the T&C’s.

**2. FIRM ORDERS**

2.1. If the Purchase Order (on its face) specifies the quantity of Products to be purchased as well as a delivery time, that quantity and delivery time are binding Buyer, Designated Purchaser, and Supplier.

2.2. If the Purchase Order (on its face) does not specify the quantity of Products to be purchased, or specifies the quantities as “blanket order”, “as released”, “as scheduled”, “as directed”, “subject to Buyer’s production releases”, or other similar language, then Buyer or Designated Purchaser will issue forecasts and firm orders as set forth below.

2.2.1. The terms Release and Scheduling Forecast are defined in Sections 2.2 and 2.3 of the T&C’s, respectively.

2.2.2. Scheduling Forecasts are forecasts of Designated Purchaser or Buyer’s upcoming production of Vehicles and/or need for delivery of Products;

- a. Although Supplier is required to hold capacity open as set forth in each Purchase Order, Supplier may use the Scheduling Forecasts for planning purposes.
- b. Scheduling Forecasts will be issued on a weekly basis starting Q1 2022.
- c. Supplier is responsible for managing its supply chain, including placing orders for materials and subcomponents (together, “Materials”) to its Products in sufficient time to ensure that the Supplier can manufacture and deliver the Products to Buyer as required and agreed.
- d. Buyer or Designated Purchaser will backstop Supplier’s orders to its suppliers for Materials by purchasing Excess Materials from Supplier.

2.2.2.d.1. “Excess Materials” are those Materials purchased by Supplier pursuant to any Scheduling Forecast issued by Buyer or Designated Purchaser no earlier than twelve (12) weeks prior to production (the “Earliest Materials Purchase Date”) that were not actually used in production of the Products purchased by Buyer or Designated Purchaser.

2.2.2.d.2. As a condition to Designated Purchaser or Buyer’s obligation to purchase the Excess Materials, Supplier must demonstrate it used

reasonable efforts to mitigate any cost to Designated Purchaser or Buyer and that the Supplier is unable to use the Materials in any other way.

2.2.2.d.3. To be eligible for purchase by Designated Purchaser or Buyer, the Excess Material must not have been purchased in amounts in excess of that necessary to produce Products in amounts shown on the Scheduling Forecasts.

2.2.3. Releases are firm orders by Designated Purchaser or Buyer for delivery of Products.

a. Releases will be issued by Designated Purchaser or Buyer no later than four (4) weeks prior to production.

### **3. CHANGES**

3.1. This Policy may be changed, updated, or revised by Buyer from time to time. After Buyer revises the Policy, it will upload the Policy to the Supplier Portal and notify Supplier of same, or Buyer will send the Policy to Supplier via e-mail. The changed, updated, or revised Policy will be effective as of the date Supplier is notified via e-mail. Supplier will have five (5) business days after notification to object in writing to the changed, updated, or revised Policy. In that event, the prior Policy will again have binding effect and Buyer and Supplier will negotiate in good faith; if mutual agreement over the changed, updated, or revised Policy is accomplished, then Buyer will note same on an amendment to the Purchase Order and the parties will execute same.

**END OF DOCUMENT**

# Exhibit D

<b>LORDSTOWN</b>									
Release #:	11.08.2022.15.53						Vendor #:	V05110	
Vendor name:	Barry L. Leonard and Company Inc. dba Trans Machine Technologies						Address:	920 Brenner Street	
Ship From DUNS:	800216728						City, State, Zip:	Winston-Salem, NC	
LMC contact:	kyle.haidet.ext@lordstownmotors.com						Country:	US	
									SH
Week N									
PN	Description	Contract	DLOC	Stockman Code	Plant/Dock	Container Type	Pack size	CUM In Transit	CUM Received per contract # ONLY
ACBB-053-AB	STTR LFT HSNG ASSY	110983	HM-B101	HM	LOFFF	IBE050	20	160	280
ACBB-054-AB	STTR RGHT HSNG ASSY	110982	HM-B101	HM	LOFFF	IBE050	20	160	320
ACBB-074-AB	RTR HSNG WTH YK	110981	HM-D17	HM	LOFFF	UE644422	18	882	631

t,0													
c,27101													
<b>IP THE WEEK OF:</b>													
umber:	46	47	48	49	50	51	52	53	1	2	3	4	5
Past due	7-Nov-22	14-Nov-22	#####	28-Nov-22	5-Dec-22	12-Dec-22	#####	26-Dec-22	2-Jan-23	9-Jan-23	16-Jan-23	23-Jan-23	30-Jan-23
340	0	0	0	0	0	0	240	0	0	0	0	200	0
300	0	0	0	0	0	0	240	0	0	0	0	200	0
396	0	0	0	0	0	0	918	0	0	0	0	846	0

6	7	8	9	10	11	12	13	14	15	16	17	18
6-Feb-23	13-Feb-23	20-Feb-23	27-Feb-23	6-Mar-23	13-Mar-23	#####	27-Mar-23	3-Apr-23	10-Apr-23	17-Apr-23	24-Apr-23	1-May-23
0	0	280	0	0	0	360	0	0	0	420	0	0
0	0	280	0	0	0	360	0	0	0	420	0	0
0	0	1116	0	0	0	1440	0	0	0	1674	0	0

19	20	21	22	23	24	25	26	27	28	29	30	31
8-May-23	15-May-23	#####	29-May-23	5-Jun-23	12-Jun-23	19-Jun-23	26-Jun-23	3-Jul-23	10-Jul-23	17-Jul-23	24-Jul-23	31-Jul-23
0	360	0	0	260	0	0	0	400	0	0	380	0
0	360	0	0	260	0	0	0	400	0	0	380	0
0	1422	0	0	1044	0	0	0	1566	0	0	1548	0

32	33	34	35	36	37	38	39	40	41	42	43	44
7-Aug-23	14-Aug-23	21-Aug-23	28-Aug-23	4-Sep-23	11-Sep-23	18-Sep-23	25-Sep-23	2-Oct-23	9-Oct-23	16-Oct-23	23-Oct-23	30-Oct-23
0	360	0	0	400	0	0	380	0	0	400	0	0
0	360	0	0	400	0	0	380	0	0	400	0	0
0	1458	0	0	1566	0	0	1566	0	0	1548	0	0

# Exhibit E

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**From:** Barry Leonard <barry@trans-machine.com>  
**Sent:** Tuesday, November 8, 2022 5:45 PM  
**To:** Ivan Chinolla; LMC MRP; Ryan Turley  
**Cc:** Stacy Glezman; Kyle Haidet; Daniel Cedillo  
**Subject:** RE: 11.08.2022.15.53-Barry L. Leonard and Company Inc. dba Trans Machine Technologies-Lordstown Motors schedule

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

As I stated in that phone conversation the lead-time is based on the Yoke material. See message from the facility. If we are not to follow this schedule, please stop sending it to us!!

*The longest lead time, 6 months, is for Yoke. Currently, it's machined by steel tube and the order of steel tube is "season base", i.e. it maybe need 6 months to get the steel tube when PO released, meanwhile, it's also required by MOQ for this steel tube when supplier order the material. By the way, the machining lead time is not considered in this "6 months", , otherwise, it may need longer time to get the Yoke!*

---

**From:** Ivan Chinolla <ivan.chinolla@lordstownmotors.com>  
**Sent:** Tuesday, November 8, 2022 5:41 PM  
**To:** Barry Leonard <barry@trans-machine.com>; LMC MRP <lmcmrp@lordstownmotors.com>; Ryan Turley <ryan@trans-machine.com>  
**Cc:** Stacy Glezman <Stacy.Glezman@lordstownmotors.com>; Kyle Haidet <kyle.haidet.ext@lordstownmotors.com>; Daniel Cedillo <Daniel.Cedillo@lordstownmotors.com>  
**Subject:** RE: 11.08.2022.15.53-Barry L. Leonard and Company Inc. dba Trans Machine Technologies-Lordstown Motors schedule

Hello Barry,

Per our last communication, please hold further production and raw material orders. I would like to understand our total inventory including what you have on hand. Once we have that information we can review and kick off production if needed.

Additionally, please share the detail on the 180 days lead-time as discussed don our last phone call.

Thanks,

**Ivan Chinolla** 

Purchasing | Strategic Buyer - Stamping

**LORDSTOWN**



38555 Hills Tech Dr, Farmington Hills, MI

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**From:** Barry Leonard <[barry@trans-machine.com](mailto:barry@trans-machine.com)>

**Sent:** Tuesday, November 8, 2022 4:02 PM

**To:** LMC MRP <[lmcmrp@lordstownmotors.com](mailto:lmcmrp@lordstownmotors.com)>; Ryan Turley <[ryan@trans-machine.com](mailto:ryan@trans-machine.com)>

**Cc:** Stacy Glezman <[Stacy.Glezman@lordstownmotors.com](mailto:Stacy.Glezman@lordstownmotors.com)>; Ivan Chinolla <[ivan.chinolla@lordstownmotors.com](mailto:ivan.chinolla@lordstownmotors.com)>; Kyle Haidet <[kyle.haidet.ext@lordstownmotors.com](mailto:kyle.haidet.ext@lordstownmotors.com)>

**Subject:** RE: 11.08.2022.15.53-Barry L. Leonard and Company Inc. dba Trans Machine Technologies-Lordstown Motors schedule

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I just want to make sure that we continue to follow this forecast that's sent to us each week, correct? Our PO Contract is an open PO, and it states that we follow this weekly forecast for production. I need to confirm this as we need this information to properly order raw materials.

---

**From:** LMC MRP <[lmcmrp@lordstownmotors.com](mailto:lmcmrp@lordstownmotors.com)>

**Sent:** Tuesday, November 8, 2022 3:53 PM

**To:** Barry Leonard <[barry@trans-machine.com](mailto:barry@trans-machine.com)>; Ryan Turley <[ryan@trans-machine.com](mailto:ryan@trans-machine.com)>

**Cc:** Stacy Glezman <[Stacy.Glezman@lordstownmotors.com](mailto:Stacy.Glezman@lordstownmotors.com)>; Ivan Chinolla <[ivan.chinolla@lordstownmotors.com](mailto:ivan.chinolla@lordstownmotors.com)>; Kyle Haidet <[kyle.haidet.ext@lordstownmotors.com](mailto:kyle.haidet.ext@lordstownmotors.com)>

**Subject:** 11.08.2022.15.53-Barry L. Leonard and Company Inc. dba Trans Machine Technologies-Lordstown Motors schedule

Lordstown Motors the Heart of Voltage Valley!

Labels need attached to every shipping container.

---Please do not reply to this email. Reach out to your contact---

Best regards,

Have an ELECTRIFIED day

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# Exhibit F


**From:** Barry Leonard <[barry@trans-machine.com](mailto:barry@trans-machine.com)>  
**Sent:** Monday, December 12, 2022 10:15 PM  
**To:** Ivan Chinolla <[ivan.chinolla@lordstownmotors.com](mailto:ivan.chinolla@lordstownmotors.com)>  
**Subject:** RE: 12.07.2022.14.22-Barry L. Leonard and Company Inc. dba Trans Machine Technologies-Lordstown Motors schedule

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Okay, and we need to make sure that the stator and rotor qty's sync up. Last sheet we got the stators were half of what the rotor volume was. I need to get some clear answers as if the volumes are going to be increasing like we saw last week we have to add another machining cell.

**From:** Ivan Chinolla <[ivan.chinolla@lordstownmotors.com](mailto:ivan.chinolla@lordstownmotors.com)>  
**Sent:** Monday, December 12, 2022 2:43 PM  
**To:** Barry Leonard <[barry@trans-machine.com](mailto:barry@trans-machine.com)>  
**Subject:** RE: 12.07.2022.14.22-Barry L. Leonard and Company Inc. dba Trans Machine Technologies-Lordstown Motors schedule

Hello Barry,

Let me find out, must likely a problem with the system. 

Thanks,

**Ivan Chinolla** 

Purchasing | Strategic Buyer - Stamping

**LORDSTOWN**



38555 Hills Tech Dr, Farmington Hills, MI

**From:** Barry Leonard <[barry@trans-machine.com](mailto:barry@trans-machine.com)>  
**Sent:** Saturday, December 10, 2022 2:04 PM  
**To:** Ivan Chinolla <[ivan.chinolla@lordstownmotors.com](mailto:ivan.chinolla@lordstownmotors.com)>  
**Subject:** RE: 12.07.2022.14.22-Barry L. Leonard and Company Inc. dba Trans Machine Technologies-Lordstown Motors schedule

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Any idea why the Stators were eliminated and the Rotors we zeroed out on this?

# Exhibit G

---

**From:** Ivan Chinolla <[ivan.chinolla@lordstownmotors.com](mailto:ivan.chinolla@lordstownmotors.com)>

**Sent:** Tuesday, December 13, 2022 8:53 AM

**To:** Barry Leonard <[barry@trans-machine.com](mailto:barry@trans-machine.com)>

**Subject:** RE: 12.07.2022.14.22-Barry L. Leonard and Company Inc. dba Trans Machine Technologies-Lordstown Motors schedule

Hello Barry,

Our volume isn't increasing in the short term, we are aiming to have enough material for a first batch of 350 vehicles. CEVA is going to contact you with further requirements but there is no demand increase.

Thanks,

**Ivan Chinolla** 

Purchasing | Strategic Buyer - Stamping

**LORDSTOWN**



38555 Hills Tech Dr, Farmington Hills, MI

# Exhibit H

---

**From:** Barry Leonard <barry@trans-machine.com>  
**Sent:** Thursday, January 19, 2023 1:35 PM  
**To:** Ivan Chinolla  
**Cc:** Steven Burnham (CEVA)  
**Subject:** Re: 12.20.2022.13.54-Barry L. Leonard and Company Inc. dba Trans Machine Technologies-Lordstown Motors schedule

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Ivan – here is what we have – we have stopped production.

Rotor-

Finished (un-packed) 686pcs  
Semi-finished 2,574pcs  
Casting 2,775pcs

-----  
Stator R-

Semi-finished 1,259pcs

-----  
Stator L-

Semi-finished 1,179pcs

-----  
Plus, 22tons Alu ingot

Sent from my Verizon, Samsung Galaxy smartphone

Get [Outlook for Android](#)

---

**From:** Ivan Chinolla <ivan.chinolla@lordstownmotors.com>  
**Sent:** Wednesday, January 4, 2023 8:47:56 AM  
**To:** Barry Leonard <barry@trans-machine.com>  
**Cc:** Steven Burnham <steven.burnham.ext@lordstownmotors.com>  
**Subject:** RE: 12.20.2022.13.54-Barry L. Leonard and Company Inc. dba Trans Machine Technologies-Lordstown Motors schedule

Hello Barry,

Please let us know they quantity of finished goods you have on hand ready to ship.

Thanks,

Ivan Chinolla 

Purchasing | Strategic Buyer - Stamping

**LORDSTOWN**



38555 Hills Tech Dr, Farmington Hills, MI

---

**From:** Barry Leonard <barry@trans-machine.com>

**Sent:** Tuesday, January 3, 2023 10:27 PM

**To:** LMC MRP <lmcmrp@lordstownmotors.com>

**Cc:** Ivan Chinolla <ivan.chinolla@lordstownmotors.com>; Kyle Haidet <kyle.haidet.ext@lordstownmotors.com>;  
Ext.steven.burnham@fevsys.com

**Subject:** Re: 12.20.2022.13.54-Barry L. Leonard and Company Inc. dba Trans Machine Technologies-Lordstown Motors  
schedule

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you  
recognize the sender and know the content is safe.

Is there an updated forecast? We have a lot of finished goods and parts in process that fall under your 12-week firm  
schedule.....

Sent from my Verizon, Samsung Galaxy smartphone

Get [Outlook for Android](#)

---

**From:** LMC MRP <lmcmrp@lordstownmotors.com>

**Sent:** Tuesday, December 20, 2022, 1:55 PM

**To:** Barry Leonard <barry@trans-machine.com>; Ryan Turley <ryan@trans-machine.com>

**Cc:** Ivan Chinolla <ivan.chinolla@lordstownmotors.com>; Kyle Haidet <kyle.haidet.ext@lordstownmotors.com>;  
[Ext.steven.burnham@fevsys.com](#) <[Ext.steven.burnham@fevsys.com](#)>

**Subject:** 12.20.2022.13.54-Barry L. Leonard and Company Inc. dba Trans Machine Technologies-Lordstown Motors  
schedule

Lordstown Motors the Heart of Voltage Valley!

Labels need attached to every shipping container.

---Please do not reply to this email. Reach out to your contact---

Best regards,

Have an ELECTRIFIED day

NOTICE: This email may contain information that is privileged, confidential and/or exempt from disclosure. It may also contain trade secrets or other materials the  
release of which may cause prejudice or loss to Lordstown Motors. No waiver whatsoever is intended by sending this e mail, which is intended only for the named  
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deletion, error, or omission that can arise from sending information over the Internet.

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# Exhibit I

**From:** [Ivan Chinolla](#)  
**To:** [Corey Stringer](#)  
**Subject:** FW: Overdue Invoices - Lordstown  
**Date:** Thursday, June 22, 2023 10:39:00 AM  
**Attachments:** [image021.png](#)  
[image022.png](#)  
[image023.png](#)  
[image024.png](#)  
[image026.png](#)  
[image027.png](#)  
[image028.png](#)  
[image029.png](#)  
[image030.png](#)  
[image031.png](#)  
[image032.png](#)  
[image033.png](#)  
[image034.png](#)  
[image036.png](#)  
[image037.png](#)  
[image038.png](#)  
[image039.png](#)

FYI

**Ivan Chinolla** 

Purchasing | Strategic Buyer - Powertrain





38555 Hills Tech Dr, Farmington Hills, MI

**From:** Barry Leonard <[barry@trans-machine.com](mailto:barry@trans-machine.com)>

**Sent:** Tuesday, May 30, 2023 6:45 AM

**To:** Kim Parsons <[kim@trans-machine.com](mailto:kim@trans-machine.com)>; Heather Steele <[heather.steele@lordstownmotors.com](mailto:heather.steele@lordstownmotors.com)>; Emily Kalamets <[emily.kalamets@lordstownmotors.com](mailto:emily.kalamets@lordstownmotors.com)>; AP Inquiry <[apinquiry@lordstownmotors.com](mailto:apinquiry@lordstownmotors.com)>; Ivan Chinolla <[ivan.chinolla@lordstownmotors.com](mailto:ivan.chinolla@lordstownmotors.com)>

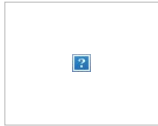
**Cc:** AP Inquiry <[apinquiry@lordstownmotors.com](mailto:apinquiry@lordstownmotors.com)>; Daniel Cedillo <[Daniel.Cedillo@lordstownmotors.com](mailto:Daniel.Cedillo@lordstownmotors.com)>; David Lusby (CEVA) <[david.lusby.ext@lordstownmotors.com](mailto:david.lusby.ext@lordstownmotors.com)>; Chris Bell <[chris.bell@lordstownmotors.com](mailto:chris.bell@lordstownmotors.com)>

**Subject:** RE: Overdue Invoices - Lordstown

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

The parts that arrived at your facility have not been returned. Currently, we have over \$1 million in finished goods in stock and on the water as well as raw materials. I really need these shipments to be received into you inventory and paid. Again, if there were no releases, how were the parts approved for shipment?

Barry Leonard - CEO



Mobile – 336-971-9758

[www.trans-machine.com](http://www.trans-machine.com)

**From:** Barry Leonard

**Sent:** Friday, May 26, 2023 12:32 PM

**To:** Kim Parsons <[kim@trans-machine.com](mailto:kim@trans-machine.com)>; Heather Steele <[heather.steele@lordstownmotors.com](mailto:heather.steele@lordstownmotors.com)>; Emily Kalamets <[emily.kalamets@lordstownmotors.com](mailto:emily.kalamets@lordstownmotors.com)>; AP Inquiry <[apinquiry@lordstownmotors.com](mailto:apinquiry@lordstownmotors.com)>; Ivan Chinolla <[ivan.chinolla@lordstownmotors.com](mailto:ivan.chinolla@lordstownmotors.com)>

**Cc:** AP Inquiry <[apinquiry@lordstownmotors.com](mailto:apinquiry@lordstownmotors.com)>; Daniel Cedillo <[Daniel.Cedillo@lordstownmotors.com](mailto:Daniel.Cedillo@lordstownmotors.com)>; David Lusby (CEVA) <[david.lusby.ext@lordstownmotors.com](mailto:david.lusby.ext@lordstownmotors.com)>

**Subject:** RE: Overdue Invoices - Lordstown

LMC

Can you please advise if you show anything in your system that has been received but do not show receiving an invoice? If you could assist with that question it would be greatly appreciated.

Barry

**From:** Kim Parsons <[kim@trans-machine.com](mailto:kim@trans-machine.com)>

**Sent:** Thursday, May 18, 2023 3:48 PM

**To:** Heather Steele <[heather.steele@lordstownmotors.com](mailto:heather.steele@lordstownmotors.com)>; Barry Leonard <[barry@trans-machine.com](mailto:barry@trans-machine.com)>; Emily Kalamets <[emily.kalamets@lordstownmotors.com](mailto:emily.kalamets@lordstownmotors.com)>; AP Inquiry <[apinquiry@lordstownmotors.com](mailto:apinquiry@lordstownmotors.com)>; Ivan Chinolla <[ivan.chinolla@lordstownmotors.com](mailto:ivan.chinolla@lordstownmotors.com)>

**Cc:** AP Inquiry <[apinquiry@lordstownmotors.com](mailto:apinquiry@lordstownmotors.com)>; Daniel Cedillo <[Daniel.Cedillo@lordstownmotors.com](mailto:Daniel.Cedillo@lordstownmotors.com)>; David Lusby (CEVA) <[david.lusby.ext@lordstownmotors.com](mailto:david.lusby.ext@lordstownmotors.com)>

**Subject:** RE: Overdue Invoices - Lordstown

Here's copies with the PO number.

Kim Parsons, CFO



Mobile – 336-413-0248

[www.trans-machine.com](http://www.trans-machine.com)

**From:** Heather Steele <[heather.steele@lordstownmotors.com](mailto:heather.steele@lordstownmotors.com)>

**Sent:** Thursday, May 18, 2023 1:00 PM

**To:** Barry Leonard <[barry@trans-machine.com](mailto:barry@trans-machine.com)>; Emily Kalamets <[emily.kalamets@lordstownmotors.com](mailto:emily.kalamets@lordstownmotors.com)>; AP Inquiry <[apinquiry@lordstownmotors.com](mailto:apinquiry@lordstownmotors.com)>; Ivan Chinolla <[ivan.chinolla@lordstownmotors.com](mailto:ivan.chinolla@lordstownmotors.com)>

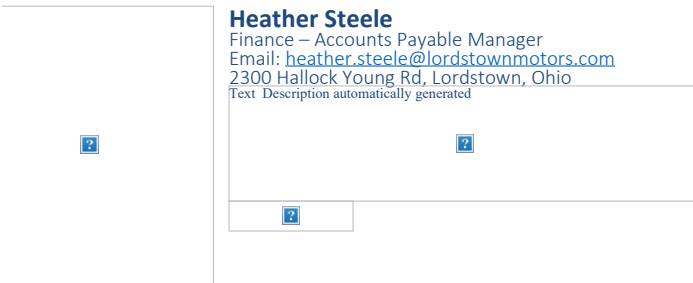
**Cc:** AP Inquiry <[apinquiry@lordstownmotors.com](mailto:apinquiry@lordstownmotors.com)>; Daniel Cedillo <[Daniel.Cedillo@lordstownmotors.com](mailto:Daniel.Cedillo@lordstownmotors.com)>; Kim Parsons <[kim@trans-machine.com](mailto:kim@trans-machine.com)>; David Lusby (CEVA) <[david.lusby.ext@lordstownmotors.com](mailto:david.lusby.ext@lordstownmotors.com)>

**Subject:** RE: Overdue Invoices - Lordstown

Barry,

Thank you for your email. We do not change/alter PO's, purchasing will be able to help you with that. Sorry for any inconvenience.

Thanks,



*"It may not seem like anyone cares, but they do. Try missing a payment or two and you'll see what I mean"*

**From:** Barry Leonard <[barry@trans-machine.com](mailto:barry@trans-machine.com)>

**Sent:** Thursday, May 18, 2023 12:41 PM

**To:** Emily Kalamets <[emily.kalamets@lordstownmotors.com](mailto:emily.kalamets@lordstownmotors.com)>; AP Inquiry <[apinquiry@lordstownmotors.com](mailto:apinquiry@lordstownmotors.com)>; Ivan Chinolla <[ivan.chinolla@lordstownmotors.com](mailto:ivan.chinolla@lordstownmotors.com)>

**Cc:** Heather Steele <[heather.steele@lordstownmotors.com](mailto:heather.steele@lordstownmotors.com)>; AP Inquiry <[apinquiry@lordstownmotors.com](mailto:apinquiry@lordstownmotors.com)>; Daniel Cedillo <[Daniel.Cedillo@lordstownmotors.com](mailto:Daniel.Cedillo@lordstownmotors.com)>; Kim Parsons <[kim@trans-machine.com](mailto:kim@trans-machine.com)>; David Lusby (CEVA) <[david.lusby.ext@lordstownmotors.com](mailto:david.lusby.ext@lordstownmotors.com)>

**Subject:** Re: Overdue Invoices - Lordstown

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These are parts that you return to us for a rework that you requested so if the PO is not enough you need to up your PO to accept the parts and pay the bill!!!

Sent from my Verizon, Samsung Galaxy smartphone

Get [Outlook for Android](#)

**From:** Emily Kalamets <[emily.kalamets@lordstownmotors.com](mailto:emily.kalamets@lordstownmotors.com)>

**Sent:** Thursday, May 18, 2023 12:01:19 PM

**To:** Barry Leonard <[barry@trans-machine.com](mailto:barry@trans-machine.com)>; AP Inquiry <[apinquiry@lordstownmotors.com](mailto:apinquiry@lordstownmotors.com)>; Ivan Chinolla <[ivan.chinolla@lordstownmotors.com](mailto:ivan.chinolla@lordstownmotors.com)>

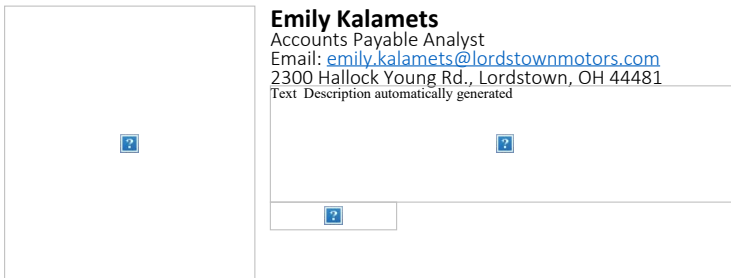
**Cc:** Heather Steele <[heather.steele@lordstownmotors.com](mailto:heather.steele@lordstownmotors.com)>; AP Inquiry <[apinquiry@lordstownmotors.com](mailto:apinquiry@lordstownmotors.com)>; Daniel Cedillo <[Daniel.Cedillo@lordstownmotors.com](mailto:Daniel.Cedillo@lordstownmotors.com)>; Kim Parsons <[kim@trans-machine.com](mailto:kim@trans-machine.com)>; David Lusby (CEVA) <[david.lusby.ext@lordstownmotors.com](mailto:david.lusby.ext@lordstownmotors.com)>

**Subject:** RE: Overdue Invoices - Lordstown

Hi Barry,

There is only a quantity remaining on each line (ACBB-053-AC & ACBB-054-AC) of 47 on our PO 118101. We will only be able to process up to that quantity.

And to piggy back off of Daniel's point, invoice 111806 is connected to PO 118483. Please see attached.



**From:** Barry Leonard <[barry@trans-machine.com](mailto:barry@trans-machine.com)>

**Sent:** Thursday, May 18, 2023 11:45 AM

**To:** AP Inquiry <[apinquiry@lordstownmotors.com](mailto:apinquiry@lordstownmotors.com)>; Emily Kalamets <[emily.kalamets@lordstownmotors.com](mailto:emily.kalamets@lordstownmotors.com)>; Ivan Chinolla <[ivan.chinolla@lordstownmotors.com](mailto:ivan.chinolla@lordstownmotors.com)>

**Cc:** Heather Steele <[heather.steele@lordstownmotors.com](mailto:heather.steele@lordstownmotors.com)>; AP Inquiry <[apinquiry@lordstownmotors.com](mailto:apinquiry@lordstownmotors.com)>; Daniel Cedillo <[Daniel.Cedillo@lordstownmotors.com](mailto:Daniel.Cedillo@lordstownmotors.com)>; Kim Parsons <[kim@trans-machine.com](mailto:kim@trans-machine.com)>; David Lusby (CEVA) <[david.lusby.ext@lordstownmotors.com](mailto:david.lusby.ext@lordstownmotors.com)>

**Subject:** Re: Overdue Invoices - Lordstown

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679 and 806. Last 3 numbers

Sent from my Verizon, Samsung Galaxy smartphone  
Get [Outlook for Android](#)

**From:** AP Inquiry <[apinquiry@lordstownmotors.com](mailto:apinquiry@lordstownmotors.com)>

**Sent:** Thursday, May 18, 2023 11:42:32 AM

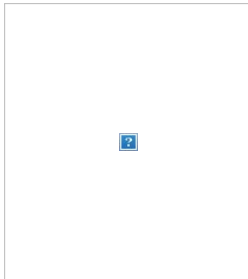
**To:** Barry Leonard <[barry@trans-machine.com](mailto:barry@trans-machine.com)>; Emily Kalamets <[emily.kalamets@lordstownmotors.com](mailto:emily.kalamets@lordstownmotors.com)>; Ivan Chinolla <[ivan.chinolla@lordstownmotors.com](mailto:ivan.chinolla@lordstownmotors.com)>

**Cc:** Heather Steele <[heather.steele@lordstownmotors.com](mailto:heather.steele@lordstownmotors.com)>; AP Inquiry <[apinquiry@lordstownmotors.com](mailto:apinquiry@lordstownmotors.com)>; Daniel Cedillo <[Daniel.Cedillo@lordstownmotors.com](mailto:Daniel.Cedillo@lordstownmotors.com)>; Kim Parsons <[kim@trans-machine.com](mailto:kim@trans-machine.com)>; David Lusby (CEVA) <[david.lusby.ext@lordstownmotors.com](mailto:david.lusby.ext@lordstownmotors.com)>

**Subject:** RE: Overdue Invoices - Lordstown

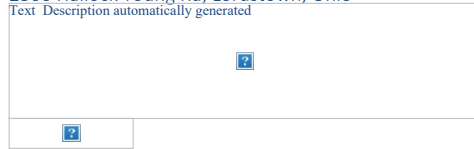
Thank you for your email, Barry, can you please help us understand which two you are referring to so we can be clear on the direction.

Thanks,



### Heather Steele

Finance – Accounts Payable Manager  
Email: [heather.steele@lordstownmotors.com](mailto:heather.steele@lordstownmotors.com)  
2300 Hallock Young Rd, Lordstown, Ohio  
Text Description automatically generated



*"It may not seem like anyone cares, but they do. Try missing a payment or two and you'll see what I mean"*

**From:** Barry Leonard <[barry@trans-machine.com](mailto:barry@trans-machine.com)>

**Sent:** Thursday, May 18, 2023 11:23 AM

**To:** Emily Kalamets <[emily.kalamets@lordstownmotors.com](mailto:emily.kalamets@lordstownmotors.com)>; Ivan Chinolla <[ivan.chinolla@lordstownmotors.com](mailto:ivan.chinolla@lordstownmotors.com)>

**Cc:** Heather Steele <[heather.steele@lordstownmotors.com](mailto:heather.steele@lordstownmotors.com)>; AP Inquiry <[apinquiry@lordstownmotors.com](mailto:apinquiry@lordstownmotors.com)>; Daniel Cedillo <[Daniel.Cedillo@lordstownmotors.com](mailto:Daniel.Cedillo@lordstownmotors.com)>; Kim Parsons <[kim@trans-machine.com](mailto:kim@trans-machine.com)>; David Lusby (CEVA) <[david.lusby.ext@lordstownmotors.com](mailto:david.lusby.ext@lordstownmotors.com)>

**Subject:** RE: Overdue Invoices - Lordstown

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No. The last 2 are due. These are reworked parts that have delivered to you for our South Carolina facility. These are your parts and we need to be paid.

**From:** Emily Kalamets <[emily.kalamets@lordstownmotors.com](mailto:emily.kalamets@lordstownmotors.com)>

**Sent:** Thursday, May 18, 2023 11:09 AM

**To:** Barry Leonard <[barry@trans-machine.com](mailto:barry@trans-machine.com)>; Ivan Chinolla <[ivan.chinolla@lordstownmotors.com](mailto:ivan.chinolla@lordstownmotors.com)>

**Cc:** Heather Steele <[heather.steele@lordstownmotors.com](mailto:heather.steele@lordstownmotors.com)>; AP Inquiry <[apinquiry@lordstownmotors.com](mailto:apinquiry@lordstownmotors.com)>; Daniel Cedillo <[Daniel.Cedillo@lordstownmotors.com](mailto:Daniel.Cedillo@lordstownmotors.com)>; Kim Parsons <[kim@trans-machine.com](mailto:kim@trans-machine.com)>; David Lusby (CEVA) <[david.lusby.ext@lordstownmotors.com](mailto:david.lusby.ext@lordstownmotors.com)>

**Subject:** RE: Overdue Invoices - Lordstown

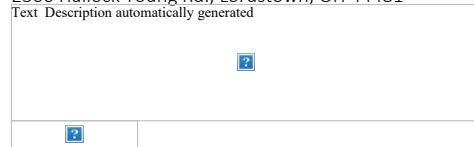
Hi Barry,

I believe our logistics team is working on sending this material back to you. Are you able to send us credits for the open invoices we have?



### Emily Kalamets

Accounts Payable Analyst  
Email: [emily.kalamets@lordstownmotors.com](mailto:emily.kalamets@lordstownmotors.com)  
2300 Hallock Young Rd., Lordstown, OH 44481  
Text Description automatically generated



**From:** Barry Leonard <[barry@trans-machine.com](mailto:barry@trans-machine.com)>

**Sent:** Monday, May 1, 2023 4:53 PM

**To:** Ivan Chinolla <[ivan.chinolla@lordstownmotors.com](mailto:ivan.chinolla@lordstownmotors.com)>

**Cc:** Heather Steele <[heather.steele@lordstownmotors.com](mailto:heather.steele@lordstownmotors.com)>; AP Inquiry <[apinquiry@lordstownmotors.com](mailto:apinquiry@lordstownmotors.com)>; Daniel Cedillo <[Daniel.Cedillo@lordstownmotors.com](mailto:Daniel.Cedillo@lordstownmotors.com)>; Emily Kalamets <[emily.kalamets@lordstownmotors.com](mailto:emily.kalamets@lordstownmotors.com)>; Kim Parsons <[kim@trans-machine.com](mailto:kim@trans-machine.com)>  
**Subject:** RE: Overdue Invoices - Lordstown

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You need to have your team re-direct these shipments to me. I have no control over your logistics.

---

**From:** Ivan Chinolla <[ivan.chinolla@lordstownmotors.com](mailto:ivan.chinolla@lordstownmotors.com)>

**Sent:** Monday, May 1, 2023 4:44 PM

**To:** Barry Leonard <[barry@trans-machine.com](mailto:barry@trans-machine.com)>

**Cc:** Heather Steele <[heather.steele@lordstownmotors.com](mailto:heather.steele@lordstownmotors.com)>; AP Inquiry <[apinquiry@lordstownmotors.com](mailto:apinquiry@lordstownmotors.com)>; Daniel Cedillo <[Daniel.Cedillo@lordstownmotors.com](mailto:Daniel.Cedillo@lordstownmotors.com)>; Emily Kalamets <[emily.kalamets@lordstownmotors.com](mailto:emily.kalamets@lordstownmotors.com)>; Kim Parsons <[kim@trans-machine.com](mailto:kim@trans-machine.com)>

**Subject:** RE: Overdue Invoices - Lordstown

You have been receiving the attached each month, and qty clearly says 0 for all the part numbers. (since Dec 2022)

That is the official release.

We can't receive any more parts, those will have to be returned to you (including the ones on the water).

Thanks,

**Ivan Chinolla** 

Purchasing | Strategic Buyer - Powertrain



38555 Hills Tech Dr, Farmington Hills, MI

---

**From:** Barry Leonard <[barry@trans-machine.com](mailto:barry@trans-machine.com)>

**Sent:** Monday, May 1, 2023 4:36 PM

**To:** Ivan Chinolla <[ivan.chinolla@lordstownmotors.com](mailto:ivan.chinolla@lordstownmotors.com)>; Emily Kalamets <[emily.kalamets@lordstownmotors.com](mailto:emily.kalamets@lordstownmotors.com)>; Kim Parsons <[kim@trans-machine.com](mailto:kim@trans-machine.com)>

**Cc:** Heather Steele <[heather.steele@lordstownmotors.com](mailto:heather.steele@lordstownmotors.com)>; AP Inquiry <[apinquiry@lordstownmotors.com](mailto:apinquiry@lordstownmotors.com)>

**Subject:** RE: Overdue Invoices - Lordstown

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Why are you accepting shipments? I hear nothing from you guys anymore! There's more on the water as well!

---

**From:** Ivan Chinolla <[ivan.chinolla@lordstownmotors.com](mailto:ivan.chinolla@lordstownmotors.com)>

**Sent:** Monday, May 1, 2023 4:34 PM

**To:** Emily Kalamets <[emily.kalamets@lordstownmotors.com](mailto:emily.kalamets@lordstownmotors.com)>; Barry Leonard <[barry@trans-machine.com](mailto:barry@trans-machine.com)>; Kim Parsons <[kim@trans-machine.com](mailto:kim@trans-machine.com)>

**Cc:** Heather Steele <[heather.steele@lordstownmotors.com](mailto:heather.steele@lordstownmotors.com)>; AP Inquiry <[apinquiry@lordstownmotors.com](mailto:apinquiry@lordstownmotors.com)>

**Subject:** RE: Overdue Invoices - Lordstown

Hello Barry,

You confirmed production stoppage back on 01/19/2023. Why are we receiving more parts? The forecast has been 0 since Dec 2022.

We can't receive any additional parts.

**Ivan Chinolla** 

Purchasing | Strategic Buyer - Powertrain



38555 Hills Tech Dr, Farmington Hills, MI

---

**From:** Emily Kalamets <[emily.kalamets@lordstownmotors.com](mailto:emily.kalamets@lordstownmotors.com)>

**Sent:** Monday, May 1, 2023 10:13 AM

**To:** Barry Leonard <[barry@trans-machine.com](mailto:barry@trans-machine.com)>; Kim Parsons <[kim@trans-machine.com](mailto:kim@trans-machine.com)>; Ivan Chinolla <[ivan.chinolla@lordstownmotors.com](mailto:ivan.chinolla@lordstownmotors.com)>

**Cc:** Heather Steele <[heather.steele@lordstownmotors.com](mailto:heather.steele@lordstownmotors.com)>; AP Inquiry <[apinquiry@lordstownmotors.com](mailto:apinquiry@lordstownmotors.com)>

**Subject:** RE: Overdue Invoices - Lordstown

Hi Barry,

Correct it did. However, the PO is over shipped at this moment. We will need the help of purchasing to get this resolved. [@Ivan Chinolla](#)

### Emily Kalamets

Accounts Payable Analyst

Email: [emily.kalamets@lordstownmotors.com](mailto:emily.kalamets@lordstownmotors.com)

2300 Hallock Young Rd., Lordstown, OH 44481

Text Description automatically generated





---

**From:** Barry Leonard <[barry@trans-machine.com](mailto:barry@trans-machine.com)>  
**Sent:** Monday, May 1, 2023 10:10 AM  
**To:** Emily Kalamets <[emily.kalamets@lordstownmotors.com](mailto:emily.kalamets@lordstownmotors.com)>; Kim Parsons <[kim@trans-machine.com](mailto:kim@trans-machine.com)>  
**Cc:** Heather Steele <[heather.steele@lordstownmotors.com](mailto:heather.steele@lordstownmotors.com)>; AP Inquiry <[apinquiry@lordstownmotors.com](mailto:apinquiry@lordstownmotors.com)>  
**Subject:** RE: Overdue Invoices - Lordstown

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114295 & 114294 arrived at your facility last Tuesday. FYI

Barry Leonard - CEO



Mobile – 336-971-9758  
[www.trans-machine.com](http://www.trans-machine.com)

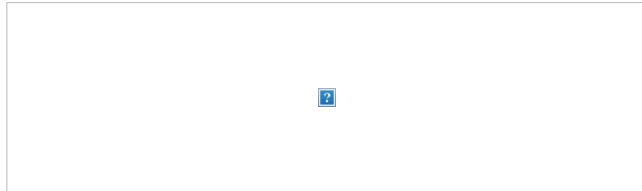
---

**From:** Emily Kalamets <[emily.kalamets@lordstownmotors.com](mailto:emily.kalamets@lordstownmotors.com)>  
**Sent:** Monday, April 24, 2023 11:11 AM  
**To:** Kim Parsons <[kim@trans-machine.com](mailto:kim@trans-machine.com)>  
**Cc:** Barry Leonard <[barry@trans-machine.com](mailto:barry@trans-machine.com)>; Heather Steele <[heather.steele@lordstownmotors.com](mailto:heather.steele@lordstownmotors.com)>; AP Inquiry <[apinquiry@lordstownmotors.com](mailto:apinquiry@lordstownmotors.com)>  
**Subject:** RE: Overdue Invoices - Lordstown

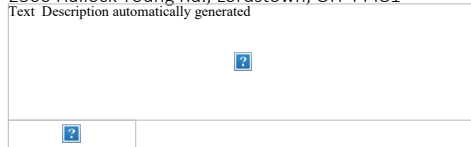
Hi Kim,

I was told by Barry to delete invoices 114154 & 114155. See attached email.

We still have not received any material for the following open invoices. We cannot process payment until the material is received. Please provide signed proof of deliveries for these invoices.



**Emily Kalamets**  
Accounts Payable Analyst  
Email: [emily.kalamets@lordstownmotors.com](mailto:emily.kalamets@lordstownmotors.com)  
2300 Hallock Young Rd., Lordstown, OH 44481  
Text Description automatically generated



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**From:** Kim Parsons <[kim@trans-machine.com](mailto:kim@trans-machine.com)>  
**Sent:** Monday, April 24, 2023 11:04 AM  
**To:** Emily Kalamets <[emily.kalamets@lordstownmotors.com](mailto:emily.kalamets@lordstownmotors.com)>  
**Cc:** Barry Leonard <[barry@trans-machine.com](mailto:barry@trans-machine.com)>  
**Subject:** RE: Overdue Invoices - Lordstown

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Emily,

Just checking back in on payment of the below. Thank you

Kim Parsons, CFO



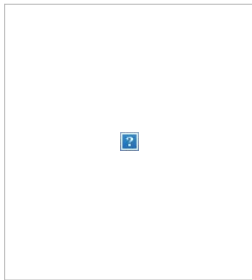
Mobile – 336-413-0248  
[www.trans-machine.com](http://www.trans-machine.com)

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**From:** Emily Kalamets <[emily.kalamets@lordstownmotors.com](mailto:emily.kalamets@lordstownmotors.com)>  
**Sent:** Wednesday, March 22, 2023 1:20 PM  
**To:** Kim Parsons <[kim@trans-machine.com](mailto:kim@trans-machine.com)>  
**Cc:** Barry Leonard <[barry@trans-machine.com](mailto:barry@trans-machine.com)>  
**Subject:** RE: Overdue Invoices - Lordstown

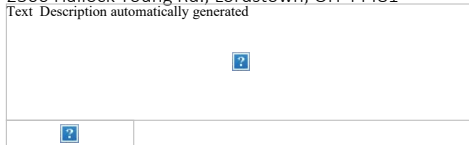
Hi Kim,

We have not received the material yet. Once we receive it, the invoice will be processed.



**Emily Kalamets**

Accounts Payable Analyst  
Email: [emily.kalamets@lordstownmotors.com](mailto:emily.kalamets@lordstownmotors.com)  
2300 Hallock Young Rd., Lordstown, OH 44481  
Text Description automatically generated



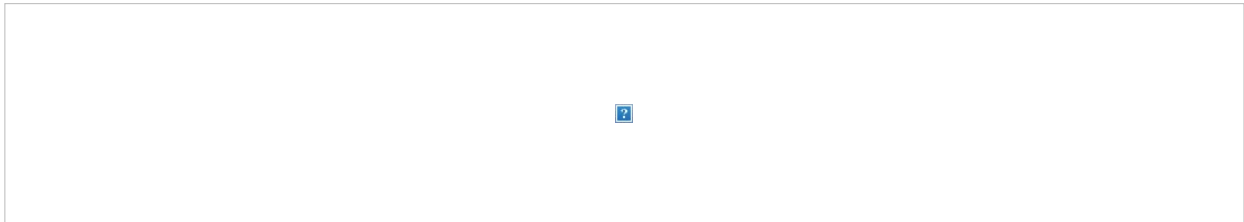
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**From:** Kim Parsons <[kim@trans-machine.com](mailto:kim@trans-machine.com)>  
**Sent:** Wednesday, March 22, 2023 1:16 PM  
**To:** Emily Kalamets <[emily.kalamets@lordstownmotors.com](mailto:emily.kalamets@lordstownmotors.com)>  
**Cc:** Barry Leonard <[barry@trans-machine.com](mailto:barry@trans-machine.com)>  
**Subject:** Overdue Invoices - Lordstown

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Hi Emily,

These are overdue so I would appreciate it if you could tell me when they will be paid. Thank you



Kim Parsons



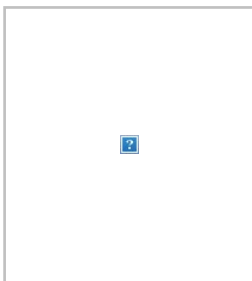
Mobile – 336-413-0248  
[www.trans-machine.com](http://www.trans-machine.com)

---

**From:** Emily Kalamets <[emily.kalamets@lordstownmotors.com](mailto:emily.kalamets@lordstownmotors.com)>  
**Sent:** Tuesday, March 7, 2023 4:07 PM  
**To:** Kim Parsons <[kim@trans-machine.com](mailto:kim@trans-machine.com)>  
**Cc:** Barry Leonard <[barry@trans-machine.com](mailto:barry@trans-machine.com)>  
**Subject:** RE: Overdue Invoices - Lordstown

Hi Kim,

These invoices have been processed and are scheduled to be paid.



**Emily Kalamets**  
Accounts Payable Analyst  
Email: [emily.kalamets@lordstownmotors.com](mailto:emily.kalamets@lordstownmotors.com)  
2300 Hallock Young Rd., Lordstown, OH 44481  
Text Description automatically generated

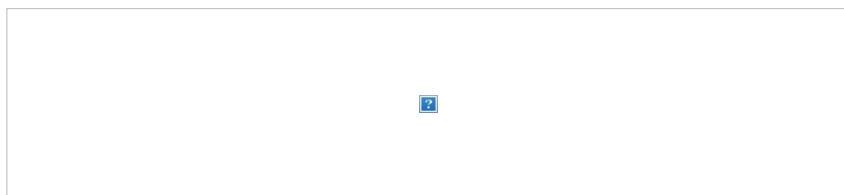



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**From:** Kim Parsons <[kim@trans-machine.com](mailto:kim@trans-machine.com)>  
**Sent:** Monday, March 6, 2023 10:24 AM  
**To:** Emily Kalamets <[emily.kalamets@lordstownmotors.com](mailto:emily.kalamets@lordstownmotors.com)>  
**Cc:** Barry Leonard <[barry@trans-machine.com](mailto:barry@trans-machine.com)>  
**Subject:** Overdue Invoices - Lordstown

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning Emily,  
Can you please let me know when we'll receive payment on the below overdue invoices? Thanks.



Kim Parsons



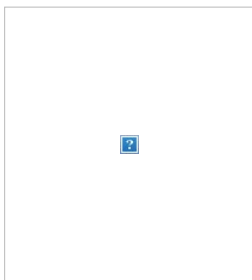
Mobile – 336-413-0248  
[www.trans-machine.com](http://www.trans-machine.com)

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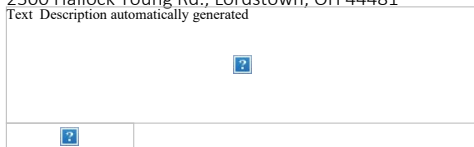
**From:** Emily Kalamets <[emily.kalamets@lordstownmotors.com](mailto:emily.kalamets@lordstownmotors.com)>  
**Sent:** Friday, February 17, 2023 9:45 AM  
**To:** Barry Leonard <[barry@trans-machine.com](mailto:barry@trans-machine.com)>; Kim Parsons <[kim@trans-machine.com](mailto:kim@trans-machine.com)>  
**Subject:** Packing List 118101

Good morning,

We received the attached packing list back in January. Do you know which invoice corresponds to this packing list?



**Emily Kalamets**  
Accounts Payable Analyst  
Email: [emily.kalamets@lordstownmotors.com](mailto:emily.kalamets@lordstownmotors.com)  
2300 Hallock Young Rd., Lordstown, OH 44481  
Text Description automatically generated



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# Exhibit J

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**From:** Barry Leonard <barry@trans-machine.com>  
**Sent:** Monday, June 12, 2023 9:47 AM  
**To:** Jessica Roca; Eric Fernandez; Kyle Haidet; Ivan Chinolla; David Lusby (CEVA);  
vanessa.hsu  
**Cc:** KOWIN ENTERPRISE; Ceva MFU; Nathaniel Page  
**Subject:** RE: Arrival Notice for LORDSTOWN EV CORPORATION under BL# TWCLE4470970. MFI  
Ref : S04482047ETA: 02-May-23 - S04482047Reroute as on 05/17/23

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I'm not paying any cost for this move as Kyle indicated below. If that's the case, you can deliver to LMC where this should be going anyway.

Barry Leonard - CEO



Mobile – 336-971-9758  
[www.trans-machine.com](http://www.trans-machine.com)

---

**From:** Jessica Roca  
**Sent:** Monday, June 12, 2023 9:45 AM  
**To:** Eric Fernandez ; Kyle Haidet ; Barry Leonard ; Ivan Chinolla ; david.lusby.ext ; vanessa.hsu  
**Cc:** KOWIN ENTERPRISE ; Ceva MFU ; Nathaniel Page  
**Subject:** RE: Arrival Notice for LORDSTOWN EV CORPORATION under BL# TWCLE4470970. MFI Ref :  
S04482047ETA: 02-May-23 - S04482047Reroute as on 05/17/23

**Barry Leonard**

TransMachine Tech

(336) 778-9306 Work

(336) 971-9758 Mobile

[barry@trans-machine.com](mailto:barry@trans-machine.com)

Regards,

Jessica Roca

**FOXCONN**

Foxconn EV System LLC

Material Control Manager

2300 Hallock Young Road SW

Warren, Ohio 44481

P (330) 519-5185

E [jessica.roca@fevsys.com](mailto:jessica.roca@fevsys.com)

---

**From:** Eric Fernandez <[Eric.Fernandez@mainfreight.com](mailto:Eric.Fernandez@mainfreight.com)>

**Sent:** Monday, June 12, 2023 9:35 AM

**To:** Kyle Haidet <[kyle.haidet.ext@lordstownmotors.com](mailto:kyle.haidet.ext@lordstownmotors.com)>; Barry Leonard <[barry@trans-machine.com](mailto:barry@trans-machine.com)>; Ivan Chinolla <[ivan.chinolla@lordstownmotors.com](mailto:ivan.chinolla@lordstownmotors.com)>; david.lusby.ext <[david.lusby.ext@lordstownmotors.com](mailto:david.lusby.ext@lordstownmotors.com)>; vanessa.hsu <[vanessa.hsu@kowin.biz](mailto:vanessa.hsu@kowin.biz)>

**Cc:** Jessica Roca <[Jessica.Roca@fevsys.com](mailto:Jessica.Roca@fevsys.com)>; KOWIN ENTERPRISE <[queena.chen@kowin.biz](mailto:queena.chen@kowin.biz)>; Ceva MFU <[CevaMFU@lordstownmotors.com](mailto:CevaMFU@lordstownmotors.com)>; Nathaniel Page <[Nathaniel.Page@mainfreight.com](mailto:Nathaniel.Page@mainfreight.com)>

**Subject:** RE: Arrival Notice for LORDSTOWN EV CORPORATION under BL# TWCLE4470970. MFI Ref : S04482047ETA: 02-May-23 - S04482047Reroute as on 05/17/23

**Importance:** High

SECURITY: External E-mail, Be Cautious before click links or open attachments .

Hello,

Can you please provide contact details for S04482047 – Diversion to Trans Machine.

This has arrived to CLE and has been Trans-loaded at the warehouse.

Eric Fernandez | Import- Chicago Ocean | Mainfreight Inc.

Chicago Branch 10701 Franklin Ave. Franklin Park | IL 60131 | Ph: 630-422-4411

[Eric.Fernandez@mainfreight.com](mailto:Eric.Fernandez@mainfreight.com) [www.mainfreightusa.com](http://www.mainfreightusa.com)

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**From:** Kyle Haidet <[kyle.haidet.ext@lordstownmotors.com](mailto:kyle.haidet.ext@lordstownmotors.com)>

**Sent:** Thursday, May 18, 2023 9:44 AM

**To:** Eric Fernandez <[Eric.Fernandez@mainfreight.com](mailto:Eric.Fernandez@mainfreight.com)>; Barry Leonard <[barry@trans-machine.com](mailto:barry@trans-machine.com)>; Ivan Chinolla <[ivan.chinolla@lordstownmotors.com](mailto:ivan.chinolla@lordstownmotors.com)>; David Lusby (CEVA) <[david.lusby.ext@lordstownmotors.com](mailto:david.lusby.ext@lordstownmotors.com)>; vanessa.hsu <[vanessa.hsu@kowin.biz](mailto:vanessa.hsu@kowin.biz)>

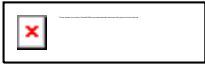
**Cc:** Jessica Roca <[jessica.roca@fevsys.com](mailto:jessica.roca@fevsys.com)>; KOWIN ENTERPRISE <[queena.chen@kowin.biz](mailto:queena.chen@kowin.biz)>; Ceva MFU <[CevaMFU@lordstownmotors.com](mailto:CevaMFU@lordstownmotors.com)>; Nathaniel Page <[Nathaniel.Page@mainfreight.com](mailto:Nathaniel.Page@mainfreight.com)>

**Subject:** Re: Arrival Notice for LORDSTOWN EV CORPORATION under BL# TWCLE4470970. MFI Ref : S04482047ETA: 02-May-23 - S04482047Reroute as on 05/17/23

Hi Eric,

Please proceed with the move to deliver to Trans Machine in NC. LMC will work with Trans Machine on cost recover.

Thanks,



**Kyle Haidet**

*Supply Chain Analyst*

[kyle.haidet.ext@lordstownmotors.com](mailto:kyle.haidet.ext@lordstownmotors.com)

M: (234)-285-4034

2300 Hallock-Young Rd. Warren, OH 44481

[www.cevalogistics.com](http://www.cevalogistics.com)

---

**From:** Kyle Haidet <[kyle.haidet.ext@lordstownmotors.com](mailto:kyle.haidet.ext@lordstownmotors.com)>

**Sent:** Thursday, May 18, 2023 7:03 AM

**To:** Eric Fernandez <[Eric.Fernandez@mainfreight.com](mailto:Eric.Fernandez@mainfreight.com)>; Barry Leonard <[barry@trans-machine.com](mailto:barry@trans-machine.com)>; Ivan Chinolla <[ivan.chinolla@lordstownmotors.com](mailto:ivan.chinolla@lordstownmotors.com)>; David Lusby (CEVA) <[david.lusby.ext@lordstownmotors.com](mailto:david.lusby.ext@lordstownmotors.com)>; vanessa.hsu <[vanessa.hsu@kowin.biz](mailto:vanessa.hsu@kowin.biz)>

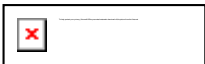
**Cc:** Jessica Roca <[jessica.roca@fevsys.com](mailto:jessica.roca@fevsys.com)>; KOWIN ENTERPRISE <[queena.chen@kowin.biz](mailto:queena.chen@kowin.biz)>; Ceva MFU <[CevaMFU@lordstownmotors.com](mailto:CevaMFU@lordstownmotors.com)>; Nathaniel Page <[Nathaniel.Page@mainfreight.com](mailto:Nathaniel.Page@mainfreight.com)>; Chris Bell <[chris.bell@lordstownmotors.com](mailto:chris.bell@lordstownmotors.com)>

**Subject:** Re: Arrival Notice for LORDSTOWN EV CORPORATION under BL# TWCLE4470970. MFI Ref : S04482047ETA: 02-May-23 - S04482047Reroute as on 05/17/23

Ivan,

Please advise.

Thanks,



**Kyle Haidet**

*Supply Chain Analyst*

[kyle.haidet.ext@lordstownmotors.com](mailto:kyle.haidet.ext@lordstownmotors.com)

M: (234)-285-4034

2300 Hallock-Young Rd. Warren, OH 44481

[www.cevalogistics.com](http://www.cevalogistics.com)

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**From:** Eric Fernandez <[Eric.Fernandez@mainfreight.com](mailto:Eric.Fernandez@mainfreight.com)>  
**Sent:** Wednesday, May 17, 2023 3:29 PM  
**To:** Kyle Haidet <[kyle.haidet.ext@lordstownmotors.com](mailto:kyle.haidet.ext@lordstownmotors.com)>; Barry Leonard <[barry@trans-machine.com](mailto:barry@trans-machine.com)>; Ivan Chinolla <[ivan.chinolla@lordstownmotors.com](mailto:ivan.chinolla@lordstownmotors.com)>; David Lusby (CEVA) <[david.lusby.ext@lordstownmotors.com](mailto:david.lusby.ext@lordstownmotors.com)>; vanessa.hsu <[vanessa.hsu@kowin.biz](mailto:vanessa.hsu@kowin.biz)>  
**Cc:** Jessica Roca <[jessica.roca@fevsys.com](mailto:jessica.roca@fevsys.com)>; KOWIN ENTERPRISE <[queena.chen@kowin.biz](mailto:queena.chen@kowin.biz)>; Ceva MFU <[CevaMFU@lordstownmotors.com](mailto:CevaMFU@lordstownmotors.com)>; Nathaniel Page <[Nathaniel.Page@mainfreight.com](mailto:Nathaniel.Page@mainfreight.com)>; Chris Bell <[chris.bell@lordstownmotors.com](mailto:chris.bell@lordstownmotors.com)>  
**Subject:** RE: Arrival Notice for LORDSTOWN EV CORPORATION under BL# TWCLE4470970. MFI Ref : S04482047ETA: 02-May-23 - S04482047Reroute as on 05/17/23

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Hello Kyle,

Please approve below charges for this diversion to Winston Salem, NC.

Trans load - \$618.75  
Line haul Fee ( CLE – NC ) \$1668.75  
Chassis Charge per Day \$45.00  
Chassis Split per Occurrence - \$125.00  
Crosstown Surcharge \$462.50

Eric Fernandez | Import- Chicago Ocean | Mainfreight Inc.  
Chicago Branch 10701 Franklin Ave. Franklin Park | IL 60131 | Ph: 630-422-4411  
[Eric.Fernandez@mainfreight.com](mailto:Eric.Fernandez@mainfreight.com) [www.mainfreightusa.com](http://www.mainfreightusa.com)

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**From:** Kyle Haidet <[kyle.haidet.ext@lordstownmotors.com](mailto:kyle.haidet.ext@lordstownmotors.com)>  
**Sent:** Wednesday, May 17, 2023 6:43 AM  
**To:** Barry Leonard <[barry@trans-machine.com](mailto:barry@trans-machine.com)>; Eric Fernandez <[Eric.Fernandez@mainfreight.com](mailto:Eric.Fernandez@mainfreight.com)>; Ivan Chinolla <[ivan.chinolla@lordstownmotors.com](mailto:ivan.chinolla@lordstownmotors.com)>; David Lusby (CEVA) <[david.lusby.ext@lordstownmotors.com](mailto:david.lusby.ext@lordstownmotors.com)>; vanessa.hsu <[vanessa.hsu@kowin.biz](mailto:vanessa.hsu@kowin.biz)>  
**Cc:** Jessica Roca <[jessica.roca@fevsys.com](mailto:jessica.roca@fevsys.com)>; KOWIN ENTERPRISE <[queena.chen@kowin.biz](mailto:queena.chen@kowin.biz)>; Ceva MFU <[CevaMFU@lordstownmotors.com](mailto:CevaMFU@lordstownmotors.com)>; Nathaniel Page <[Nathaniel.Page@mainfreight.com](mailto:Nathaniel.Page@mainfreight.com)>; Chris Bell <[chris.bell@lordstownmotors.com](mailto:chris.bell@lordstownmotors.com)>  
**Subject:** Re: Arrival Notice for LORDSTOWN EV CORPORATION under BL# TWCLE4470970. MFI Ref : S04470970 ETA: 02-May-23 - S04482047 Reroute as on 05/17/23

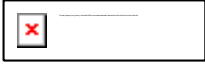
Hello Eric,

Please disregard Barry's email below. S04482047 is the only current Mainfreight shipment I show in transit. Please have the delivery of this shipment rerouted to the Trans Machine Address provided.

**Trans Machine**

**920 Brenner St NE**  
**Winston Salem, NC 27101**

Thanks,



**Kyle Haidet**

Supply Chain Analyst

[kyle.haidet.ext@lordstownmotors.com](mailto:kyle.haidet.ext@lordstownmotors.com)

M: (234)-285-4034

2300 Hallock-Young Rd. Warren, OH 44481

[www.cevalogistics.com](http://www.cevalogistics.com)

---

**From:** Barry Leonard <[barry@trans-machine.com](mailto:barry@trans-machine.com)>

**Sent:** Tuesday, May 16, 2023 3:59 PM

**To:** Eric Fernandez <[Eric.Fernandez@mainfreight.com](mailto:Eric.Fernandez@mainfreight.com)>; Ivan Chinolla <[ivan.chinolla@lordstownmotors.com](mailto:ivan.chinolla@lordstownmotors.com)>; David Lusby (CEVA) <[david.lusby.ext@lordstownmotors.com](mailto:david.lusby.ext@lordstownmotors.com)>; Kyle Haidet <[kyle.haidet.ext@lordstownmotors.com](mailto:kyle.haidet.ext@lordstownmotors.com)>; vanessa.hsu <[vanessa.hsu@kowin.biz](mailto:vanessa.hsu@kowin.biz)>

**Cc:** Jessica Roca <[jessica.roca@fevsys.com](mailto:jessica.roca@fevsys.com)>; KOWIN ENTERPRISE <[queena.chen@kowin.biz](mailto:queena.chen@kowin.biz)>; Ceva MFU <[CevaMFU@lordstownmotors.com](mailto:CevaMFU@lordstownmotors.com)>; Nathaniel Page <[Nathaniel.Page@mainfreight.com](mailto:Nathaniel.Page@mainfreight.com)>; Chris Bell <[chris.bell@lordstownmotors.com](mailto:chris.bell@lordstownmotors.com)>

**Subject:** RE: Arrival Notice for LORDSTOWN EV CORPORATION under BL# TWCLE4470970. MFI Ref : S04470970 ETA: 02-May-23

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These arrived

**Recently Delivered:**

LMC	4/25/2023	BARRY LEONARD	ACBB-053-AC
LMC	4/25/2023	BARRY LEONARD	ACBB-054-AC
LMC	4/25/2023	BARRY LEONARD	ACBB-074-AB
LMC	5/9/2023	BARRY LEONARD	ACBB-053-AC
LMC	5/9/2023	BARRY LEONARD	ACBB-054-AC

These need to be redirected

**Incoming Shipment:**

<i>Ship ID</i>	<i>Projected Delivery Date</i>	<i>Carrier</i>	<i>Supplier</i>	<i>Mode</i>	<i>Part #</i>	<i>QTY</i>	<i>Customer</i>	<i>PO</i>
S04470970	5/19/23	Mainfreight	Barry L. Leonard and Company Inc. dba Trans Machine Technologies	OCEAN	ACBB-053-AB	80	LMC	118483
S04470970	5/19/23	Mainfreight	Barry L. Leonard and Company Inc. dba Trans Machine Technologies	OCEAN	ACBB-054-AB	280	LMC	118484
8672552	6/12/23	CEVA	Barry L. Leonard and Company Inc. dba Trans Machine Technologies	OCEAN	ACBB-074-AB	270	LMC	110981
8672552	6/12/23	CEVA	Barry L. Leonard and Company Inc. dba Trans Machine Technologies	OCEAN	ACBB-053-AB	80	LMC	118483
S04482047	6/15/23	Mainfreight	Barry L. Leonard and Company Inc. dba Trans Machine Technologies	OCEAN	ACBB-074-AB	216	LMC	110981
S04482047	6/15/23	Mainfreight	Barry L. Leonard and Company Inc. dba Trans Machine Technologies	OCEAN	ACBB-053-AB	80	LMC	118483
S04482047	6/15/23	Mainfreight	Barry L. Leonard and Company Inc. dba Trans Machine Technologies	OCEAN	ACBB-054-AB	80	LMC	118484

**From:** Eric Fernandez <[Eric.Fernandez@mainfreight.com](mailto:Eric.Fernandez@mainfreight.com)>

**Sent:** Tuesday, May 16, 2023 3:57 PM

**To:** Barry Leonard <[barry@trans-machine.com](mailto:barry@trans-machine.com)>; Ivan Chinolla <[ivan.chinolla@lordstownmotors.com](mailto:ivan.chinolla@lordstownmotors.com)>; David Lusby (CEVA) <[david.lusby.ext@lordstownmotors.com](mailto:david.lusby.ext@lordstownmotors.com)>; Kyle Haidet <[kyle.haidet.ext@lordstownmotors.com](mailto:kyle.haidet.ext@lordstownmotors.com)>; vanessa.hsu <[vanessa.hsu@kowin.biz](mailto:vanessa.hsu@kowin.biz)>

**Cc:** Jessica Roca <[jessica.roca@fevsys.com](mailto:jessica.roca@fevsys.com)>; KOWIN ENTERPRISE <[queena.chen@kowin.biz](mailto:queena.chen@kowin.biz)>; Ceva MFU <[CevaMFU@lordstownmotors.com](mailto:CevaMFU@lordstownmotors.com)>; Nathaniel Page <[Nathaniel.Page@mainfreight.com](mailto:Nathaniel.Page@mainfreight.com)>; Chris Bell <[chris.bell@lordstownmotors.com](mailto:chris.bell@lordstownmotors.com)>

**Subject:** RE: Arrival Notice for LORDSTOWN EV CORPORATION under BL# TWCLE4470970. MFI Ref : S04470970 ETA: 02-May-23

Hello,

Please advise on what shipments are needed to move to NC. Per the SRFs they are showing delivery to Warren, OH

Eric Fernandez | Import- Chicago Ocean | Mainfreight Inc.

Chicago Branch 10701 Franklin Ave. Franklin Park | IL 60131 | Ph: 630-422-4411

[Eric.Fernandez@mainfreight.com](mailto:Eric.Fernandez@mainfreight.com) [www.mainfreightusa.com](http://www.mainfreightusa.com)

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THE SHIPPER'S BOOKING OF CARGO AFTER RECEIVING THE TERMS OF THIS NRA OR NRA AMENDMENT CONSTITUTES ACCEPTANCE OF THE RATES AND TERMS OF THIS NRA OR NRA AMENDMENT

---

**From:** Barry Leonard <[barry@trans-machine.com](mailto:barry@trans-machine.com)>

**Sent:** Tuesday, May 16, 2023 2:51 PM

**To:** Ivan Chinolla <[ivan.chinolla@lordstownmotors.com](mailto:ivan.chinolla@lordstownmotors.com)>; David Lusby (CEVA) <[david.lusby.ext@lordstownmotors.com](mailto:david.lusby.ext@lordstownmotors.com)>; Eric Fernandez <[Eric.Fernandez@mainfreight.com](mailto:Eric.Fernandez@mainfreight.com)>; Kyle Haidet <[kyle.haidet.ext@lordstownmotors.com](mailto:kyle.haidet.ext@lordstownmotors.com)>; vanessa.hsu <[vanessa.hsu@kowin.biz](mailto:vanessa.hsu@kowin.biz)>

**Cc:** Jessica Roca <[jessica.roca@fevsys.com](mailto:jessica.roca@fevsys.com)>; KOWIN ENTERPRISE <[queena.chen@kowin.biz](mailto:queena.chen@kowin.biz)>; Ceva MFU <[CevaMFU@lordstownmotors.com](mailto:CevaMFU@lordstownmotors.com)>; Nathaniel Page <[Nathaniel.Page@mainfreight.com](mailto:Nathaniel.Page@mainfreight.com)>; Chris Bell <[chris.bell@lordstownmotors.com](mailto:chris.bell@lordstownmotors.com)>

**Subject:** Re: Arrival Notice for LORDSTOWN EV CORPORATION under BL# TWCLE4470970. MFI Ref : S04470970 ETA: 02-May-23

There are 2 other shipments there as well that have arrived and need to be sent to the same address

Sent from my Verizon, Samsung Galaxy smartphone

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---

**From:** Ivan Chinolla <[ivan.chinolla@lordstownmotors.com](mailto:ivan.chinolla@lordstownmotors.com)>

**Sent:** Tuesday, May 16, 2023 3:48:39 PM

**To:** David Lusby (CEVA) <[david.lusby.ext@lordstownmotors.com](mailto:david.lusby.ext@lordstownmotors.com)>; Eric Fernandez <[Eric.Fernandez@mainfreight.com](mailto:Eric.Fernandez@mainfreight.com)>; Barry Leonard <[barry@trans-machine.com](mailto:barry@trans-machine.com)>; Kyle Haidet <[kyle.haidet.ext@lordstownmotors.com](mailto:kyle.haidet.ext@lordstownmotors.com)>; vanessa.hsu <[vanessa.hsu@kowin.biz](mailto:vanessa.hsu@kowin.biz)>

**Cc:** Jessica Roca <[jessica.roca@fevsys.com](mailto:jessica.roca@fevsys.com)>; KOWIN ENTERPRISE <[queena.chen@kowin.biz](mailto:queena.chen@kowin.biz)>; Ceva MFU <[CevaMFU@lordstownmotors.com](mailto:CevaMFU@lordstownmotors.com)>; Nathaniel Page <[Nathaniel.Page@mainfreight.com](mailto:Nathaniel.Page@mainfreight.com)>; Chris Bell <[chris.bell@lordstownmotors.com](mailto:chris.bell@lordstownmotors.com)>

**Subject:** RE: Arrival Notice for LORDSTOWN EV CORPORATION under BL# TWCLE4470970. MFI Ref : S04470970 ETA: 02-May-23

Please ship the material to North Carolina.

**Ivan Chinolla** 

Purchasing | Strategic Buyer - Powertrain

**LORDSTOWN**



38555 Hills Tech Dr, Farmington Hills, MI

---

**From:** David Lusby (CEVA) <[david.lusby.ext@lordstownmotors.com](mailto:david.lusby.ext@lordstownmotors.com)>

**Sent:** Tuesday, May 16, 2023 3:46 PM

**To:** Eric Fernandez <[Eric.Fernandez@mainfreight.com](mailto:Eric.Fernandez@mainfreight.com)>; Barry Leonard <[barry@trans-machine.com](mailto:barry@trans-machine.com)>; Kyle Haidet <[kyle.haidet.ext@lordstownmotors.com](mailto:kyle.haidet.ext@lordstownmotors.com)>; vanessa.hsu <[vanessa.hsu@kowin.biz](mailto:vanessa.hsu@kowin.biz)>; Ivan Chinolla

<[ivan.chinolla@lordstownmotors.com](mailto:ivan.chinolla@lordstownmotors.com)>

**Cc:** Jessica Roca <[jessica.roca@fevsys.com](mailto:jessica.roca@fevsys.com)>; KOWIN ENTERPRISE <[queena.chen@kowin.biz](mailto:queena.chen@kowin.biz)>; Ceva MFU <[CevaMFU@lordstownmotors.com](mailto:CevaMFU@lordstownmotors.com)>; Nathaniel Page <[Nathaniel.Page@mainfreight.com](mailto:Nathaniel.Page@mainfreight.com)>; Chris Bell <[chris.bell@lordstownmotors.com](mailto:chris.bell@lordstownmotors.com)>

**Subject:** Re: Arrival Notice for LORDSTOWN EV CORPORATION under BL# TWCLE4470970. MFI Ref : S04470970 ETA: 02-May-23

Ivan,  
Please advise



**David Lusby**

Ceva Logistics

LLP Manager

(M) 330-540-4105

[David.lusby.ext@lordstownmotors.com](mailto:David.lusby.ext@lordstownmotors.com)

---

**From:** Eric Fernandez <[Eric.Fernandez@mainfreight.com](mailto:Eric.Fernandez@mainfreight.com)>

**Sent:** Tuesday, May 16, 2023 3:36 PM

**To:** Barry Leonard <[barry@trans-machine.com](mailto:barry@trans-machine.com)>; David Lusby (CEVA) <[david.lusby.ext@lordstownmotors.com](mailto:david.lusby.ext@lordstownmotors.com)>; Kyle Haidet <[kyle.haidet.ext@lordstownmotors.com](mailto:kyle.haidet.ext@lordstownmotors.com)>; vanessa.hsu <[vanessa.hsu@kowin.biz](mailto:vanessa.hsu@kowin.biz)>

**Cc:** Jessica Roca <[jessica.roca@fevsys.com](mailto:jessica.roca@fevsys.com)>; KOWIN ENTERPRISE <[queena.chen@kowin.biz](mailto:queena.chen@kowin.biz)>; Ceva MFU <[CevaMFU@lordstownmotors.com](mailto:CevaMFU@lordstownmotors.com)>; Nathaniel Page <[Nathaniel.Page@mainfreight.com](mailto:Nathaniel.Page@mainfreight.com)>; Chris Bell <[chris.bell@lordstownmotors.com](mailto:chris.bell@lordstownmotors.com)>

**Subject:** RE: Arrival Notice for LORDSTOWN EV CORPORATION under BL# TWCLE4470970. MFI Ref : S04470970 ETA: 02-May-23

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Hello Kyle,

Can you please advise on how you would like us to proceed.

Eric Fernandez | Import- Chicago Ocean | Mainfreight Inc.

Chicago Branch 10701 Franklin Ave. Franklin Park | IL 60131 | Ph: 630-422-4411

[Eric.Fernandez@mainfreight.com](mailto:Eric.Fernandez@mainfreight.com) [www.mainfreightusa.com](http://www.mainfreightusa.com)

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---

**From:** Barry Leonard <[barry@trans-machine.com](mailto:barry@trans-machine.com)>

**Sent:** Tuesday, May 16, 2023 2:32 PM

**To:** Eric Fernandez <[Eric.Fernandez@mainfreight.com](mailto:Eric.Fernandez@mainfreight.com)>; David Lusby (CEVA)

<[david.lusby.ext@lordstownmotors.com](mailto:david.lusby.ext@lordstownmotors.com)>; Kyle Haidet <[kyle.haidet.ext@lordstownmotors.com](mailto:kyle.haidet.ext@lordstownmotors.com)>; vanessa.hsu <[vanessa.hsu@kowin.biz](mailto:vanessa.hsu@kowin.biz)>

**Cc:** Jessica Roca <[jessica.roca@fevsys.com](mailto:jessica.roca@fevsys.com)>; KOWIN ENTERPRISE <[queena.chen@kowin.biz](mailto:queena.chen@kowin.biz)>; Ceva MFU <[CevaMFU@lordstownmotors.com](mailto:CevaMFU@lordstownmotors.com)>; Nathaniel Page <[Nathaniel.Page@mainfreight.com](mailto:Nathaniel.Page@mainfreight.com)>; Chris Bell <[chris.bell@lordstownmotors.com](mailto:chris.bell@lordstownmotors.com)>

**Subject:** Re: Arrival Notice for LORDSTOWN EV CORPORATION under BL# TWCLE4470970. MFI Ref : S04470970 ETA: 02-May-23

These need to be routed to the address below

Sent from my Verizon, Samsung Galaxy smartphone

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---

**From:** Eric Fernandez <[Eric.Fernandez@mainfreight.com](mailto:Eric.Fernandez@mainfreight.com)>

**Sent:** Tuesday, May 16, 2023, 3:26 PM

**To:** Barry Leonard <[barry@trans-machine.com](mailto:barry@trans-machine.com)>; David Lusby (CEVA) <[david.lusby.ext@lordstownmotors.com](mailto:david.lusby.ext@lordstownmotors.com)>; Kyle Haidet <[kyle.haidet.ext@lordstownmotors.com](mailto:kyle.haidet.ext@lordstownmotors.com)>; vanessa.hsu <[vanessa.hsu@kowin.biz](mailto:vanessa.hsu@kowin.biz)>

**Cc:** Jessica Roca <[jessica.roca@fevsys.com](mailto:jessica.roca@fevsys.com)>; KOWIN ENTERPRISE <[queena.chen@kowin.biz](mailto:queena.chen@kowin.biz)>; Ceva MFU <[CevaMFU@lordstownmotors.com](mailto:CevaMFU@lordstownmotors.com)>; Nathaniel Page <[Nathaniel.Page@mainfreight.com](mailto:Nathaniel.Page@mainfreight.com)>

**Subject:** RE: Arrival Notice for LORDSTOWN EV CORPORATION under BL# TWCLE4470970. MFI Ref : S04470970 ETA: 02-May-23

Hello,

This has already arrived into Cleveland 5/13 and was recovered by the carrier. This was out for delivery today (5/16) to Warren, OH.

Eric Fernandez | Import- Chicago Ocean | Mainfreight Inc.

Chicago Branch 10701 Franklin Ave. Franklin Park | IL 60131 | Ph: 630-422-4411

[Eric.Fernandez@mainfreight.com](mailto:Eric.Fernandez@mainfreight.com) [www.mainfreightusa.com](http://www.mainfreightusa.com)

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---

**From:** Alex Trinen <[Alex.Trinen@mainfreight.com](mailto:Alex.Trinen@mainfreight.com)> **On Behalf Of** AM MFI ORD CHBMB

**Sent:** Tuesday, May 16, 2023 1:34 PM

**To:** Barry Leonard <[barry@trans-machine.com](mailto:barry@trans-machine.com)>; David Lusby (CEVA)

<[david.lusby.ext@lordstownmotors.com](mailto:david.lusby.ext@lordstownmotors.com)>; Kyle Haidet <[kyle.haidet.ext@lordstownmotors.com](mailto:kyle.haidet.ext@lordstownmotors.com)>; vanessa.hsu <[vanessa.hsu@kowin.biz](mailto:vanessa.hsu@kowin.biz)>; Eric Fernandez <[Eric.Fernandez@mainfreight.com](mailto:Eric.Fernandez@mainfreight.com)>  
**Cc:** Jessica Roca <[jessica.roca@fevsys.com](mailto:jessica.roca@fevsys.com)>; AM MFI ORD CHBMB <[AMMFIORDCHBMB@mainfreight.com](mailto:AMMFIORDCHBMB@mainfreight.com)>; KOWIN ENTERPRISE <[queena.chen@kowin.biz](mailto:queena.chen@kowin.biz)>; Ceva MFU <[CevaMFU@lordstownmotors.com](mailto:CevaMFU@lordstownmotors.com)>  
**Subject:** RE: Arrival Notice for LORDSTOWN EV CORPORATION under BL# TWCLE4470970. MFI Ref : S04470970 ETA: 02-May-23

Hello,

Adding Eric to advise.

Best regards,

Alex Trinen, LCB | CHB Manager | Mainfreight Inc.  
Chicago – 10701 Franklin Ave Suite 100, Franklin Park, IL 60131 | 847-354-6165  
[Alex.Trinen@mainfreight.com](mailto:Alex.Trinen@mainfreight.com) | [www.mainfreightusa.com](http://www.mainfreightusa.com)  
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---

**From:** Barry Leonard <[barry@trans-machine.com](mailto:barry@trans-machine.com)>  
**Sent:** Tuesday, May 16, 2023 1:00 PM  
**To:** David Lusby (CEVA) <[david.lusby.ext@lordstownmotors.com](mailto:david.lusby.ext@lordstownmotors.com)>; Kyle Haidet <[kyle.haidet.ext@lordstownmotors.com](mailto:kyle.haidet.ext@lordstownmotors.com)>; vanessa.hsu <[vanessa.hsu@kowin.biz](mailto:vanessa.hsu@kowin.biz)>  
**Cc:** Jessica Roca <[jessica.roca@fevsys.com](mailto:jessica.roca@fevsys.com)>; AM MFI ORD CHBMB <[AMMFIORDCHBMB@mainfreight.com](mailto:AMMFIORDCHBMB@mainfreight.com)>; KOWIN ENTERPRISE <[queena.chen@kowin.biz](mailto:queena.chen@kowin.biz)>; Ceva MFU <[CevaMFU@lordstownmotors.com](mailto:CevaMFU@lordstownmotors.com)>  
**Subject:** RE: Arrival Notice for LORDSTOWN EV CORPORATION under BL# TWCLE4470970. MFI Ref : S04470970 ETA: 02-May-23

David

All of these shipments need to be rerouted to my warehouse in NC.

That's everything that's on the water. There are also 2 shipments that have arrived there recently that need to be sent to my warehouse.

920 Brenner St NE  
Winston Salem, NC 27101

Barry Leonard - CEO



Mobile – 336-971-9758  
[www.trans-machine.com](http://www.trans-machine.com)

**From:** David Lusby (CEVA) <[david.lusby.ext@lordstownmotors.com](mailto:david.lusby.ext@lordstownmotors.com)>  
**Sent:** Tuesday, May 16, 2023 1:43 PM  
**To:** Kyle Haidet <[kyle.haidet.ext@lordstownmotors.com](mailto:kyle.haidet.ext@lordstownmotors.com)>; vanessa.hsu <[vanessa.hsu@kowin.biz](mailto:vanessa.hsu@kowin.biz)>  
**Cc:** Jessica Roca <[jessica.roca@fevsys.com](mailto:jessica.roca@fevsys.com)>; AM MFI ORD CHBMB <[AMMFIORDCHBMB@mainfreight.com](mailto:AMMFIORDCHBMB@mainfreight.com)>; Barry Leonard <[barry@trans-machine.com](mailto:barry@trans-machine.com)>; KOWIN ENTERPRISE <[queena.chen@kowin.biz](mailto:queena.chen@kowin.biz)>; Ceva MFU <[CevaMFU@lordstownmotors.com](mailto:CevaMFU@lordstownmotors.com)>  
**Subject:** Re: Arrival Notice for LORDSTOWN EV CORPORATION under BL# TWCLE4470970. MFI Ref : S04470970 ETA: 02-May-23

Mainfreight team,  
Please confirm if this has left port and provide an ETA to final delivery?



**David Lusby**

Ceva Logistics

LLP Manager

(M) 330-540-4105

[David.lusby.ext@lordstownmotors.com](mailto:David.lusby.ext@lordstownmotors.com)

---

**From:** Kyle Haidet <[kyle.haidet.ext@lordstownmotors.com](mailto:kyle.haidet.ext@lordstownmotors.com)>  
**Sent:** Wednesday, May 3, 2023 1:55 PM  
**To:** Vanessa Hsu <[vanessa.hsu@kowin.biz](mailto:vanessa.hsu@kowin.biz)>  
**Cc:** Jessica Roca <[jessica.roca@fevsys.com](mailto:jessica.roca@fevsys.com)>; AM MFI ORD CHBMB <[AMMFIORDCHBMB@mainfreight.com](mailto:AMMFIORDCHBMB@mainfreight.com)>; Barry Leonard <[barry@trans-machine.com](mailto:barry@trans-machine.com)>; [queena.chen@kowin.biz](mailto:queena.chen@kowin.biz) <[queena.chen@kowin.biz](mailto:queena.chen@kowin.biz)>; Ceva MFU <[CevaMFU@lordstownmotors.com](mailto:CevaMFU@lordstownmotors.com)>  
**Subject:** Re: Arrival Notice for LORDSTOWN EV CORPORATION under BL# TWCLE4470970. MFI Ref : S04470970 ETA: 02-May-23

Thank you Vanessa!

**Kyle Haidet**

Supply Chain Analyst

[kyle.haidet.ext@lordstownmotors.com](mailto:kyle.haidet.ext@lordstownmotors.com)

M: (234)-285-4034

2300 Hallock-Young Rd. Warren, OH 44481

[www.cevalogistics.com](http://www.cevalogistics.com)

---

**From:** Vanessa Hsu <[vanessa.hsu@kowin.biz](mailto:vanessa.hsu@kowin.biz)>

**Sent:** Tuesday, May 2, 2023 8:09 PM

**To:** Kyle Haidet <[kyle.haidet.ext@lordstownmotors.com](mailto:kyle.haidet.ext@lordstownmotors.com)>

**Cc:** Jessica Roca <[jessica.roca@fevsys.com](mailto:jessica.roca@fevsys.com)>; AM MFI ORD CHBMB

<[AMMFIORDCHBMB@mainfreight.com](mailto:AMMFIORDCHBMB@mainfreight.com)>; Barry Leonard <[barry@trans-machine.com](mailto:barry@trans-machine.com)>;

[queena.chen@kowin.biz](mailto:queena.chen@kowin.biz) <[queena.chen@kowin.biz](mailto:queena.chen@kowin.biz)>; Ceva MFU <[CevaMFU@lordstownmotors.com](mailto:CevaMFU@lordstownmotors.com)>

**Subject:** Re: Arrival Notice for LORDSTOWN EV CORPORATION under BL# TWCLE4470970. MFI Ref : S04470970 ETA: 02-May-23

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Dear Kyle,

Please find attached SRF for BL#TWCLE4470970.

Thank you, a great day!

Cheers,

Vanessa Hsu

**Kowin Enterprise Co.,Ltd.**

No. 95, Aly 21, Ln 279, Zhongzheng Rd.,  
Yungkang Dist., Tainan City 71043, Taiwan

[vanessa.hsu@kowin.biz](mailto:vanessa.hsu@kowin.biz)

+886 6 201 5206

+886 6 201 1749

On Tue, May 2, 2023 at 8:55 PM Kyle Haidet <[kyle.haidet.ext@lordstownmotors.com](mailto:kyle.haidet.ext@lordstownmotors.com)> wrote:

Hi Vanessa,

Are you able to update the SRF for this shipment as well? it does not match the Pack PL or Invoice.

Thanks,

***Kyle Haidet***

*Supply Chain Analyst*

[kyle.haidet.ext@lordstownmotors.com](mailto:kyle.haidet.ext@lordstownmotors.com)

M: (234)-285-4034

2300 Hallock-Young Rd. Warren, OH 44481

[www.cevalogistics.com](http://www.cevalogistics.com)

---

**From:** Vanessa Hsu <[vanessa.hsu@kowin.biz](mailto:vanessa.hsu@kowin.biz)>

**Sent:** Wednesday, April 12, 2023 8:19 PM

**To:** Jessica Roca <[jessica.roca@fevsys.com](mailto:jessica.roca@fevsys.com)>

**Cc:** AM MFI ORD CHBMB <[AMMFIORDCHBMB@mainfreight.com](mailto:AMMFIORDCHBMB@mainfreight.com)>; Barry Leonard <[barry@trans-machine.com](mailto:barry@trans-machine.com)>; [queena.chen@kowin.biz](mailto:queena.chen@kowin.biz) <[queena.chen@kowin.biz](mailto:queena.chen@kowin.biz)>; Ceva MFU <[CevaMFU@lordstownmotors.com](mailto:CevaMFU@lordstownmotors.com)>

**Subject:** Re: Arrival Notice for LORDSTOWN EV CORPORATION under BL# TWCLE4470970. MFI Ref : S04470970 ETA: 02-May-23

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Dear Jessica,

Please find attached correct and final CI and PL for BL#TWCLE4470970.

INV# is KEC-TMT23018.

Your attached CI in the email is KEC-TMT23019, which is the shipment that will be ready on board by next week.

I've also noticed the added-up mistake and already correct it to Ceva team in Taiwan.

Sorry for the confusion.

Thank you, a great day!

Cheers,

Vanessa Hsu

Kowin Enterprise Co.,Ltd.

No. 95, Aly 21, Ln 279, Zhongzheng Rd.,  
Yungkang Dist., Tainan City 71043, Taiwan  
[vanessa.hsu@kowin.biz](mailto:vanessa.hsu@kowin.biz)  
+886 6 201 5206  
+886 6 201 1749

On Thu, Apr 13, 2023 at 2:19 AM Jessica Roca <[Jessica.Roca@fevsys.com](mailto:Jessica.Roca@fevsys.com)> wrote:

@Vanessa Hsu @Barry Leonard@queena.chen@kowin.biz – please advise as CI total does not add up properly.

Regards,

Jessica Roca

**FOXCONN**

Foxconn EV System LLC

Material Control Manager

2300 Hallock Young Road SW

Warren, Ohio 44481

P (330) 519-5185

E [jessica.roca@fevsys.com](mailto:jessica.roca@fevsys.com)

---

**From:** Spencer Mckenna <[Spencer.Mckenna@mainfreight.com](mailto:Spencer.Mckenna@mainfreight.com)> **On Behalf Of** AM MFI ORD CHBMB

**Sent:** Wednesday, April 12, 2023 12:53 PM

**To:** Jessica Roca <[Jessica.Roca@fevsys.com](mailto:Jessica.Roca@fevsys.com)>

**Cc:** AM MFI ORD CHBMB <[AMMFIORDCHBMB@mainfreight.com](mailto:AMMFIORDCHBMB@mainfreight.com)>; [CevaMFU@lordstownmotors.com](mailto:CevaMFU@lordstownmotors.com)

**Subject:** FW: Arrival Notice for LORDSTOWN EV CORPORATION under BL# TWCLE4470970. MFI

Ref : S04470970 ETA: 02-May-23

SECURITY: External E-mail, Be Cautious before click links or open attachments .

Hi Jessica,

Please see the attached invoice. The total price does not equal the items added up, please advise.

Thank you!

Spencer McKenna | Customs Entry Writer | Mainfreight Inc.

Chicago – 10701 Franklin Ave Suite 100, Franklin Park, IL 60131 | 630-496-7400

[Spencer.McKenna@mainfreight.com](mailto:Spencer.McKenna@mainfreight.com) | [www.mainfreightusa.com](http://www.mainfreightusa.com)

• Supply Chain Logistics • Domestic, International, Air, Ocean • Customs Brokerage •

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**From:** Eric Fernandez <[eric.fernandez@mainfreight.com](mailto:eric.fernandez@mainfreight.com)>

**Sent:** Wednesday, April 12, 2023 9:47 AM

**To:** AM MFI ORD CHB <[AMMFIORDCHB@mainfreight.com](mailto:AMMFIORDCHB@mainfreight.com)>

**Subject:** Arrival Notice for LORDSTOWN EV CORPORATION under BL# TWCLE4470970. MFI Ref : S04470970 ETA: 02-May-23

Please see the attached documents.

MAINFREIGHT INC. (US)

MFIUS - CHI Chicago Ocean & Customs

10701 FRANKLIN AVE MAINFREIGHT INC - CHI FRANKLIN PARK IL 60131

Phone: +16304967400

Email: [eric.fernandez@mainfreight.com](mailto:eric.fernandez@mainfreight.com)

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# Exhibit 2

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

In re:

NU RIDE INC., *et al.*,<sup>14</sup>

Reorganized Debtors.

Chapter 11

Case No. 23-10831 (MFW)

(Jointly Administered)

**ORDER GRANTING CLAIMS OMBUDSMAN'S OBJECTION TO  
PROOF OF CLAIM NO. 535 FILED BY BARRY L. LEONARD AND COMPANY**

Upon the *Claims Ombudsman's Joint Objection to Proof of Claim No. 535 Filed by Barry L. Leonard and Company* (the "Objection")<sup>15</sup>, filed by Alan Halperin, solely in his capacity as Claims Ombudsman in the above-captioned cases (the "Claims Ombudsman") for entry of an order to reduce and allow proof of claim 535 ("Claim 535") as set forth in the Objection; and upon the *Declaration of Keara M. Waldron in Support of the Claims Ombudsman's Objection to Proof of Claim No. 535 Filed by Barry L. Leonard and Company* (the "Waldron Declaration") filed contemporaneously with the Objection and in support thereof; and this Court having jurisdiction to consider the Objection and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware*, dated as of February 29, 2012; and consideration of the Objection and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue

---

<sup>14</sup> The Reorganized Debtors and the last four digits of their respective taxpayer identification numbers are: Lordstown Motors Corp. (3239); Lordstown EV Corporation (2250); and Lordstown EV Sales LLC (9101). The Reorganized Debtors' service address is: Nu Ride Inc. c/o William Gallagher, CEO, M 3 Partners, 1700 Broadway, 19th Floor, New York, NY 10019.

<sup>15</sup> Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Objection.

being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Objection having been provided, and no other or further notice being required; and the Court having considered all responses to the Objection, if any, and all such responses having been either overruled or withdrawn; and upon all proceedings had before the Court; and the Court having determined that the legal and factual bases set forth in the Objection establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor,

**IT IS THEREFORE ORDERED THAT:**

1. The Objection is **GRANTED**.
2. Claim Number 535 is allowed as a general unsecured claim in the amount of \$7,659.88.
3. The Claims Ombudsman's right to amend, modify, or supplement the Objection, to file additional objections to Claim 535 or any other claims (filed or not) which have or may be asserted against the Debtors or their estates, and to seek further reduction of any Claim, are preserved. Additionally, should one or more of the grounds of objection stated in the Objection be dismissed, the Claims Ombudsman's right to object on other stated grounds or any other grounds that the Claims Ombudsman discovers during the pendency of these Chapter 11 Cases are further preserved.
4. Nothing in this Order or the Objection is intended or shall be construed as a waiver of any of the rights the Claims Ombudsman may have to enforce rights of setoff against the claimants, including with respect to claims asserted in that certain adversary proceeding styled *In re Nu Ride Inc. v. Barry L Leonard and Company Inc.*, Adv. Pro. No. 25-51053.
5. The Claims Ombudsman, Verita, and the Clerk of this Court are authorized and directed to amend the official claims registry to reflect the terms of this Order.

6. Nothing in the Objection or this Order shall be construed as: (a) an admission as to the amount of, basis for, or validity of any Claim against the Debtors under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Claims Ombudsman's or any other party in interest's right to dispute any Claim; (c) a promise or requirement to pay any particular Claim; (d) an implication or admission that any particular Claim is of a type specified or defined in this Order; (e) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; or (f) a waiver of any claims or causes of action which may exist against any entity under the Bankruptcy Code or any other applicable law.

7. This Order is immediately effective and enforceable.

8. This Court shall retain jurisdiction to hear and determine all matters arising from the interpretation and/or implementation of this Order.

**IN THE UNITED STATES BANKRUPTCY COURT  
DISTRICT OF DELAWARE**

In re:

NU RIDE INC., *et al.*,<sup>1</sup>

Reorganized Debtors.

Chapter 11

Case No. 23-10831 (MFW)

(Jointly Administered)

**CERTIFICATE OF SERVICE**

I, David M. Klauder, Esquire, hereby certify that on July 9, 2025, a true and correct copy of the Claims Ombudsman's Objection to Proof of Claim No. 535 Filed by Barry L. Leonard and Company was served via electronic mail upon the parties on the attached Service List.

---

<sup>1</sup> The Reorganized Debtors and the last four digits of their respective taxpayer identification numbers are: Lordstown Motors Corp. (3239); Lordstown EV Corporation (2250); and Lordstown EV Sales LLC (9101). The Reorganized Debtors' service address is: Nu Ride Inc. c/o William Gallagher, CEO, M 3 Partners, 1700 Broadway, 19th Floor, New York, NY 10019.

Dated: July 9, 2025

**BIELLI & KLAUDER LLC**

/s/ David M. Klauder

David M. Klauder (No. 5769)

1204 N. King Street

Wilmington, DE 19801

Telephone: (302) 803-4600

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-and-

**HALPERIN BATTAGLIA BENZIJA, LLP**

Walter Benzija

Keara M. Waldron

40 Wall Street, 37<sup>th</sup> Floor

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*Counsel for the Claims Ombudsman*

**SERVICE LIST**  
**(Via Electronic Mail)**

<b>Creditor Name</b>	<b>Creditor Notice Name</b>	<b>Email</b>
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Delaware Secretary of State	Division of Corporations	dosdoc_bankruptcy@state.de.us
Delaware State Treasury		statetreasurer@state.de.us
Esopus Creek Value Series Fund LP - Series "A"	Attn: Andrew L. Sole	andrewsole@ecvlp.com
Foxconn EV Technology, Inc.	Attention: Jerry Hsiao and Steven Yu	jerry.hsiao@foxconn.com; stevenyu@foxconn.com

Halperin Battaglia Benzija, LLP	Attn: Alan D. Halperin	ahalperin@halperinlaw.net
Internal Revenue Service	Attn Susanne Larson	SBSE.Insolvency.Balt@irs.gov
KCC dba Verita Global		LordstownInfo@kccllc.com
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Pertento Partners LLP	Attn: Ian Trundle	ian@pertento.com
SA Automotive LTD	Shar Hedayat	Shar.Hedayat@saaautomotive.com

SA Automotive Ltd.	Attn: Katherine Diederich	katherine.diederich@aesseinvtltd.com
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Securities & Exchange Commission	PA Regional Office	philadelphia@sec.gov
Securities & Exchange Commission	Secretary of the Treasury	SECBankruptcy-OGC-ADO@SEC.GOV; secbankruptcy@sec.gov
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## (Via First Class U.S. Mail)

Creditor Name	Creditor Notice Name	Address
Barry L. Leonard and Company	Kim Parsons, CFO	920 Brenner Street  Winston-Salem, NC 27101