



May 7, 2020

VIA EMAIL ONLY

William Marshall
Judicial Watch, Inc.
BMarshall@JUDICIALWATCH.ORG

Subject: May 4, 2020, Request for Public Records

Dear Mr. Marshall:

This letter responds to your Public Records Act request, received by the California Governor's Office of Emergency Services (Cal OES) on May 4, 2020. You requested, in brief, copies of contracts with BYD and various correspondence records related to the contract.

Please see the attached responsive records, consisting of an executed copy of the contract with BYD. Limited redactions were applied to portions of the contract determined to be exempt from disclosure pursuant to Government Code section 6255.

Please contact me at your earliest convenience at pra@caloes.ca.gov if you would still like Cal OES to process and respond to the remainder of your requests for records described in your May 4, 2020, letter.

Sincerely,

Senior Counsel, Office of Legal Affairs
California Governor's Office of Emergency Services

Attachments

cc: Stephanie Ogren, Assistant Chief Counsel



3650 SCHRIEVER AVENUE, MATHER, CA 95655
(916) 845-8506 TELEPHONE (916) 845-8511 FAX
www.CalOES.ca.gov



EQUIPMENT MASTER SUPPLY PURCHASE ORDER AGREEMENT

This Equipment Master Supply Purchase Order Agreement (hereinafter "Agreement" or "MSA") is entered into on the 7th day of April, 2020, by and between Global Healthcare Product Solutions, LLC, a Delaware limited liability company, with the registered address of 919 North Market Street, Suite 950, Wilmington, DE 19801 ("Seller") and the California Governor's Office of Emergency Services with the address of 3650 Schriever Avenue, Mather, CA 95655 ("Buyer") (collectively "parties").

RECITAL

WHEREAS, in 2020, the State of California (the Buyer), the United States, and multiple key continents around the world are combating the rapid spread of the deadly pandemic known as the Novel Coronavirus or COVID-19 (the "Pandemic");

WHEREAS, despite the current state of the Pandemic around the world as of April 7, 2020, the parties agree they are capable of performing all obligations under this Agreement;

WHEREAS, the Seller makes and sells certain equipment used in the healthcare industry, including surgical masks, N95 masks, KN95 masks, hand sanitizers, infrared thermometers, and other products;

WHEREAS, the Seller's equipment is vital to reducing and mitigating the spread of the Pandemic in affected regions such as the Buyer's region;

WHEREAS, the Buyer desires to procure large quantities of certain subsets of Seller's healthcare industry equipment, including, without limitations, surgical masks and N95 masks, in order to use the products to combat the Pandemic in California;

WHEREAS, Buyer will support Seller's efforts to obtain the National Institute for Occupation Safety and Health ("NIOSH") certification for the N95 masks purchased under this Agreement;

WHEREAS, the Buyer enters into this Agreement pursuant to Governor Newsom's March 4, 2020, State of Emergency Proclamation for COVID-19, and does so as an emergency protective measure to protect the public health and safety;

AGREEMENT

NOW, THEREFORE In consideration of the foregoing and the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **EQUIPMENT AND PRICING.** Seller agrees to sell to Buyer and Buyer agrees to buy from Seller the Seller equipment ("Equipment") as set forth in Exhibit A, at the pricing as set forth in Exhibit B.

2. **N95 CONTINGENCY.** The purchase of N95 masks under this Agreement is contingent upon Seller obtaining the National Institute for Occupation Safety and Health ("NIOSH") certification by April 30, 2020 for the N95 masks purchased under this Agreement, unless both parties agree in writing to extend this due date.

3. **PAYMENT METHOD.** (a) When Buyer is making payment to Seller, Buyer will make payment by bank wire transfer to the bank account below:

Receiving Bank: [REDACTED]

Bank Address: [REDACTED]

Beneficiary: Global Healthcare Product Solutions, LLC

Beneficiary Address: 1800 S. Figueroa Street, Los Angeles, CA 90015

Bank Account Number: [REDACTED]

Bank Routing Number (Domestic Wires): [REDACTED]

(b) In the event that Seller is required under this Agreement to transfer money to Buyer, Seller will make payment by bank wire transfer. Buyer will provide details for such transfer as needed.

4. **DELIVERY.** (a) Schedule & Location. Delivery will be made in accordance to the schedule stated in Exhibit B ("Delivery Schedule"). The delivery location for the Equipment will be either [REDACTED] or [REDACTED] (together, the "Delivery Location"). The Equipment will be shipped via air carrier by Seller. The delivery term will be INCOTERM 2020 DDP to the Delivery Location, at which time risk of loss and title will pass to Buyer.

(b) Time of Delivery. Seller will use its best business efforts to achieve on-time delivery consistent with the Delivery Schedule.

5. ACCEPTANCE. All Equipment ordered by Buyer may be subject to delivery acceptance inspection and testing by the Buyer or its authorized representatives at the Delivery Location. Buyer will give written notice of rejection of Equipment delivered within three (3) business days after receipt of Equipment at the Delivery Location. Such notice of rejection will state the respects in which the Equipment does not substantially conform to specifications stated in Exhibit A. If the Buyer does not provide such notice of rejection within three (3) business days after the Equipment arrives in the United States, such Equipment will be deemed to have been accepted. Acceptance by the Buyer will be final and irreversible, except as it relates to latent defects, fraud, and gross mistakes amounting to fraud. Subject to this Agreement, Buyer's acceptance will not be construed to waive any warranty rights (if any) that the Buyer may have at law or under this Agreement with respect to any nonconformity.

6. INVOICE & PAYMENT. (a) Invoicing Procedure. Unless otherwise specified, all invoices arising from this agreement will be sent in paper format to:

The Governor's Office of Emergency Services
Attn: Accounting Unit
3650 Schriever Avenue
Mather, CA 95655

and in digital format to:

BYDinvoice@caloes.ca.gov.

Paper invoices will be submitted in triplicate and will include the Agreement number.

(b) Timing & Payment of Invoices.

(1) Manner of Remitting the Prepayment. Buyer will make a prepayment to Seller within three (3) business days from the date Buyer executes this Agreement.

(2) Manner of Remitting Purchase Order Payments. During the term of this Agreement, Seller will invoice Buyer in accordance to this Section 6, twice a week on every Monday and Thursday, and payment will be made on the business day following such invoicing date. Invoice payments made on Tuesday of each week will be payment for Purchase Order deliveries made during each of the previous four calendar days, and invoice payments made on Friday of each week will be payment for Purchase Order deliveries made during each of the previous three calendar days. Buyer will pay Seller, in the manner prescribed in Section 3 "Payment Method". At the end of this

Agreement's term, if there are any unpaid Purchase Order deliveries, such invoices will be paid in full within five (5) business days.

(c) Timely Payments. Both parties understand and agree that Seller's continued performance under this Agreement is contingent upon the timely payment of its invoices when due.

7. TERM & TERMINATION. (a) Term. This Agreement will commence upon the full execution of this Agreement and will continue through the end of June 2020 (this first term and the related delivery and payment obligations will be known herein as "Batch A").

(b) Buyer's Option to Extend Term. Buyer will have the option to exercise a right to extend this Agreement for additional one-month terms, at the same unit price as set forth in Exhibit A, for a maximum of two (2) additional months. Buyer agrees to provide thirty (30) calendar days of advance written notice to Seller of Buyer's intent to exercise this option (these two optional subsequent terms and the related delivery and payment obligations will be known herein as "Batch B" and "Batch C", respectively).

(c) Seller's Right to Terminate for Convenience. If there are no pending or unfulfilled Purchase Orders outstanding, or Buyer has not exercised the right to extend this Agreement, Seller may at its sole discretion, and without any further liability or penalty, terminate this Agreement by sending written notice of termination to Buyer and such notice will be effective immediately ("Seller's Right to Terminate for Convenience").

(d) Buyer's Right to Terminate for Convenience. The Buyer may terminate this Agreement (in part or in whole) for any reason by delivering a written notice of termination for Buyer's convenience to Seller seven (7) calendar days in advance of the effective date of Buyer's termination for convenience ("Buyer's Termination for Convenience" or "Effective Date of the Buyer's Termination for Convenience").

On the Effective Date of the Buyer's Termination for Convenience, and except as directed by the Buyer, the Seller will immediately proceed with the following obligations:

- (i) Stop work as specified in the Buyer's Termination for Convenience;
- (ii) Place no further subcontracts for materials, services, or facilities, except as necessary to complete the continued portion of the Agreement;
- (iii) Use its best business efforts to terminate all subcontracts to the extent they relate to the work terminated;

- (iv) Use its best business efforts to settle all outstanding liabilities and termination settlement proposals arising from termination of subcontracts; and,
- (v) Remit and refund to Buyer the entire prepayment less payment for accepted Equipment.

On the Effective Date of the Buyer's Termination for Convenience, Buyer will have the following obligations:

- (i) Within three (3) business days of delivery, inform Seller in writing the portion of the Equipment order under this Agreement the Buyer intends to terminate; and,
- (ii) Buyer will pay the contract price for any completed Equipment that has been delivered and accepted in accordance with this Agreement.

For the avoidance of doubt, in the event that Buyer exercises Buyer's Termination for Convenience, Buyer will continue to procure and pay for the contracted Equipment in accordance with this Agreement until the Effective Date of the Buyer's Termination for Convenience.

The rights and remedies of either party under this Section 7 are in addition to any other rights and remedies provided by law or under this Agreement.

8. FEES AND TAXES. Unless otherwise stated herein or in an applicable Purchase Order, Seller will pay for fees and taxes in accordance with the delivery term described herein. Unless otherwise required by United States law, Buyer is exempt from Federal excise taxes. Buyer will only pay State of California or local sales or use taxes on Equipment supplied under this Agreement, as applicable.

9. FORCE MAJEURE. Neither Seller nor Buyer will be responsible to perform under this Agreement as a result of acts beyond its reasonable control including, without limitation, acts of God, fire, flood, earthquakes or other man made or natural disasters, outbreak of disease, acts of war or terrorism or crime, shortage of power supply, transportation or other utility service, governmental action, labor disputes, or civil unrest (each a "Force Majeure Event"). The affected party will, as soon as reasonably practicable after the occurrence of any such Force Majeure Event, (a) provide written notice to the other party of the nature and extent of any such Force Majeure Event; and (b) use reasonable efforts to

remove any such causes and resume performance under this Agreement as soon as reasonably practicable. If performance is not reasonably practicable within seven (7) calendar days, then the other party may then terminate this Agreement by written notice to the affected party.

10. LIMITS ON LIABILITY. To the maximum extent permitted by law, the parties agree as follows: (1) Liability. Seller's maximum liability (however caused) arising from this Agreement will in no event exceed all amounts actually paid by Buyer to Seller for the particular Purchase Order in dispute under this Agreement. (2) Consequential Damages. In no event will Seller be liable for any consequential, special, incidental, indirect, or punitive damages, including without limitation lost profits, whether the claim is based on contract, tort, strict liability, or any other theory of law or equity, even if advised of the possibility of such damages.

11. LIMITS ON WARRANTY. Seller warrants that Equipment furnished hereunder will conform to the Equipment specifications stated in Exhibit A upon their arrival at the Delivery Location ("Specifications"). Outside of the foregoing Specifications, Seller (a) makes no warranties or representations, either expressed or implied, as to the Equipment (or any of the Equipment's parts or accessories) provided for under this Agreement and (b) makes no warranty of merchantability or fitness of the Equipment provided for under this Agreement for any particular purpose.

12. AFFILIATE GUARANTEE. Subject to the requirements in this Agreement, in the event that Seller breaches a Guaranteed Material Obligation (defined below) under this Agreement, and such breach is unexcused and not remedied within seven (7) calendar days, BYD Motors LLC, a subsidiary of BYD Co., Ltd., will guarantee Seller's performance under this Agreement (the "Guarantor").

(a) For the purposes of this Section, "Guaranteed Material Obligation" will exclusively mean the following: (i) Seller fails to obtain NIOSH certification for N95 masks by April 30, 2020; or, (ii) Seller materially fails to deliver the N95 masks as specified in Exhibit B.

(b) Solely to the extent that the Seller is unable to fulfill the Guaranteed Material Obligations in accordance to this Section, Guarantor will step in to assume the obligations of Seller under this Agreement and, as applicable, fulfill the Guaranteed Material Obligations or take responsibility for Seller's liabilities arising the same, including, as applicable, any Seller liability to refund some or all of the Buyer's prepayment amount under this Agreement.

13. ENTIRE AGREEMENT; WAIVER. This Agreement constitutes the entire agreement of the parties hereto. All prior agreements, whether oral or in writing, are superseded. No waiver or modification of this Agreement will be effective unless in writing and signed by both parties.

14. **WAIVER OF RIGHTS.** Any action or inaction by either the Seller or Buyer or failure to enforce any right or provision of the Agreement will not be construed as a waiver by either Seller or Buyer of its rights hereunder and will not prevent either Seller or Buyer from enforcing such provision or right on any future occasion. The rights and remedies are cumulative and are in addition to any other rights or remedies that are available at law or in equity.

15. **BINDING ON SUCCESSORS AND PERMITTED ASSIGNS.** This Agreement will not be assignable by either the Seller or Buyer in whole or in part without written consent of the parties. This Agreement will be binding upon and inure to the benefit of any successors and permitted assigns of the parties hereto.

16. **NOTICES.** All notices and correspondence herein, provided by one party to the other party, will be deemed to have been fully given when made in writing and: (1) deposited in the United States Mail, certified and postage prepaid or sent via an alternate commercial overnight delivery service (i.e. FedEx or similar) with receiver's signature required; and, (2) with a carbon copy sent via electronic mail, addressed as follows:

Seller: Global Healthcare Product Solutions, LLC
919 North Market Street, Suite 950
Wilmington, DE 19801
Attention: Legal Department
e-mail: contact@ghps.us

with a copy to the Guarantor:

BYD Motors, LLC
1800 S Figueroa St.
Los Angeles, CA 90015
Attention: Legal Department
e-mail: notices@byd.com

Buyer: California Governor's Office of Emergency Services
Attention: Legal Department
3650 Schriever Avenue
Mather, CA 95655
e-mail: BYDinvoice@caloes.ca.gov

The address to which notices and correspondence will be mailed to either party may be changed by giving written notice to the other party.

17. **GOVERNING LAW; DISPUTE RESOLUTION.** This Agreement will be interpreted and construed solely in accordance with the laws of the State of California without regard to its choice of law principles. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, will exclusively be settled by arbitration administered by the American Arbitration Association (or by mutual agreement JAMS) in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The place of arbitration will be Sacramento, California. The number of arbitrator(s) will be one (1). Seller will pay for the dispute resolution organization's standard and customary initiation fee required to initiate the arbitration with that organization, not to exceed \$6000, even in the circumstance where the Buyer is initiating arbitration. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator will be entitled to issue injunctive and other equitable relief. A party may apply to any court with jurisdiction for interim or conservatory relief, including without limitation a proceeding to compel arbitration. The parties agree to arbitrate all disputes arising from this Agreement on an individual basis (and in strict accordance to this paragraph) and each party waives the right to participate in a class action lawsuit against the other party. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

18. **HEADINGS.** Headings at the beginning of each section are solely for the convenience of the parties and will not be considered when interpreting this Agreement.

19. **SEVERABILITY.** If any of the provisions of this Agreement are prohibited by or held invalid under applicable laws or regulations of any jurisdiction in which this Agreement is sought to be enforced, then that provision will be considered inapplicable and omitted but will not invalidate the remaining provisions.

20. **SURVIVAL.** All provisions regarding Section 10 (Limits on Liability), Section 11 (Limits on Warranty), Section 13 (Entire Agreement; Waiver), Section 14 (Waiver of Rights), Section 15 (Binding on Successors and Permitted Assigns), Section 16 (Notice), Section 17 (Governing Law; Dispute Resolution), Section 19 (Severability), Section 32 (Rights and Remedies), Section 41 (Access to Records), Section 43 (Compliance with Federal Law, Regulations, and Executive Orders) and, this Section 20 (Survival) will survive any termination of this Agreement.

21. **COUNTERPARTS.** This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

22. INDEPENDENT CONTRACTOR: Seller and the agents and employees of Seller, in the performance of this Agreement, will act in an independent capacity and not as officers or employees or agents of the Buyer.

23. COMPLIANCE WITH STATUTES AND REGULATIONS: Seller warrants and certifies that in the performance of this Agreement, it will comply in all material respects, with all applicable statutes, rules, regulations and orders of the United States and the State of California and agrees to indemnify the Buyer against any third-party claims, loss, cost, damage or liability (together "Claims") occurring due to Seller's violation of this Section 23 "Compliance with Statutes and Regulations".

24. SELLER'S POWER AND AUTHORITY: The Seller warrants that it has full power and authority to enter into the Agreement and will hold the Buyer harmless from and against any third-party claims loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this Section 24 "Seller's Power and Authority" or infringement of any patent, copyright, and/or trade secret.

25. AFFILIATE GUARANTOR'S POWER AND AUTHORITY: The Guarantor warrants that it has full power and authority to guarantee this Agreement.

26. SUBSTITUTIONS: Substitution of Equipment may not be tendered without advance written consent of the Buyer. Seller will not use any specification in lieu of those contained in the Agreement without written consent of the Buyer.

27. NEWLY MANUFACTURED EQUIPMENT: All Equipment furnished under this Agreement will be newly manufactured Equipment; used or reconditioned Equipment is prohibited.

28. COVENANT AGAINST GRATUITIES: The Seller warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of the Buyer with a view toward securing the Agreement or securing favorable treatment with respect to any determinations concerning the performance of the Agreement. For breach or violation of this Section 28 "Covenant Against Gratuities", the Buyer will have the right to terminate the Agreement, either in whole or in part.

29. SWEATFREE CODE OF CONDUCT: (a) Sweatfree Code of Conduct. Seller declares under penalty of perjury that no apparel, garments or corresponding accessories, Equipment, materials, or supplies furnished to the Buyer pursuant to the Agreement have been produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the

benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Seller further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108. (b) Records. Seller agrees to cooperate fully in providing reasonable access to its records, documents, agents or employees, or premises if reasonably required by authorized officials of the Buyer, the Department of Industrial Relations, or the Department of Justice to determine Seller's compliance with the requirements under Section 29(a) "Sweatfree Code of Conduct".

30. **Manufacturing Audits.** The Buyer reserves the right to utilize a third party representative to audit Seller's manufacturing facility and/or conduct source inspection of Equipment at the end of the production line.

31. **Reporting.** Seller will keep complete, timely and accurate records, including, but not limited to incoming material quality, in-process yield, outgoing quality, regulatory compliance, production schedules, material shortages and shipment performance. Seller will provide the Buyer with on-line access to such records and will provide written reports to the Seller as requested.

32. **RIGHTS AND REMEDIES.**

(a) Should Seller fail to obtain the certification required in Section 2 "N95 Contingency", Seller will, no later than May 8, 2020, refund to Buyer the Buyer's entire prepayment to Seller for the N95 masks.

(b) In the event Buyer rejects Equipment pursuant to Section 5 "Acceptance", in whole or in part, due to nonconformity, Buyer may choose, at its sole discretion, one of the following: (i) Seller will, without expense to Buyer, immediately replace all such rejected Equipment with other Equipment conforming to the Agreement, at Seller's sole expense; or (ii) Seller will, within five (5) business days of Buyer's rejection of Equipment, refund all applicable portions of the monies paid to Seller for such nonconforming Equipment, including pro-rated prepayment, for that rejected Equipment.

(c) Subject to Section 7(d) "Term & Termination", in the event Buyer exercises Buyer's Termination for Convenience, following the Effective Date of the Buyer's Termination for Convenience, Seller will, within three (3) business days thereafter, remit, through wire transfer to Buyer, an entire refund of all monies Buyer paid to Seller, including any

prepayment or advancement of funds, under this Agreement, less payment for delivered and accepted Equipment.

- (d) Subject to Section 9 "Force Majeure", if either party terminates this Agreement as a result of a Force Majeure Event, Seller will, within three (3) business days, remit, through wire transfer to Buyer, a refund of all monies Buyer paid to Seller, including any prepayment or advancement of funds, under this Agreement, less payment for delivered and accepted Equipment.

For the avoidance of doubt, in the event that: (i) Buyer exercises any right to terminate under this Agreement; or, (ii) Seller materially fails to perform its Equipment delivery obligations under this Agreement, Seller will return to Buyer all monies paid, less payment for delivered and accepted Equipment.

33. NONDISCRIMINATION

a) During the performance of this Agreement, Seller and its subcontractors will not unlawfully discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, and denial of family care leave. Seller and Seller's subcontractors will ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Seller and its subcontractors will comply with the provision of the Fair Employment and Housing Act (Government Code, section 12990 et seq.) and the applicable regulations promulgated thereunder (Cal. Code of Regulations, Title 2, section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in Chapter 5, Division 4, of Title 2 of the California Code of Regulations are incorporated into the Agreement by reference and made a part hereof, as if set forth in full. Seller and its subcontractors will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

b) The Seller will include nondiscrimination and compliance provisions of this Section 33 "Nondiscrimination" in all subcontracts to perform work under the Agreement.

34. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, the Seller agrees as follows:

- a. The Seller will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Seller will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

- b. The Seller agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- c. The Seller will, in all solicitations or advertisements for employees placed by or on behalf of the Seller, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- d. The Seller will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Seller's legal duty to furnish information.
- e. The Seller will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Seller's commitments under this section,

and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- f. The Seller will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- g. The Seller will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- h. In the event of the Seller's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Seller may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- i. The Seller will include the portion of the sentence immediately preceding this Section 34(a) and the provisions of Section 34(a) through Section 34(h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Seller will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event the Seller becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Seller may request the United States to enter into such litigation to protect the interests of the United States.

The Seller further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work; provided, that if the Seller so participating is a State or local government, the above equal

opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Seller agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Sellers and subcontractor with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Seller further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon.

This provision solely applies to Seller or Seller subcontractors or Seller Vendors under the jurisdiction of the laws and regulations of the State of California or the United States Government.

35. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Compliance with the Contract Work Hours and Safety Standards Act.

- a. **Overtime requirements.** No Seller or subcontractor contracting for any part of this Agreement which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in Section 35(a), the Seller and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated

damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in Section 35(a), in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in Section 35(a).

- c. **Withholding for unpaid wages and liquidated damages.** The Federal Emergency Management Agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Seller or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Seller or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in Section 35(b).
- d. **Subcontracts.** The Seller or subcontractor shall insert in any subcontracts the clauses set forth in Section 35(a) through Section 35(d) and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in Section 35(a) through Section 35(d).

36. CLEAN AIR ACT

- a. The Seller agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. Section 7401 et seq.
- b. The Seller agrees to report each violation to the California Air Resources Board and understands and agrees that the California Air Resources Board will, in turn, report each violation as required to assure notification to the Department of Resources Recycling and Recovery, the California Governor's Office of Emergency Services, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
- c. The Seller agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

37. THE FEDERAL WATER POLLUTION CONTROL ACT

- a. The Seller agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. Sections 1251 et seq.
- b. The Seller agrees to report each violation to the State Water Resources Control Board and understands and agrees that the State Water Resources Control Board will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
- c. The Seller agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

38. DEBARMENT AND SUSPENSION CLAUSE

- A. This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Seller is required to verify that none of the Seller, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- B. The Seller must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- C. This certification is a material representation of fact relied upon by the State of California. If it is later determined that the Seller did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of California, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- D. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

39. BYRD ANTI-LOBBYING CLAUSE

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Sellers who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 44 C.F.R. PART 18- CERTIFICATION REGARDING LOBBYING

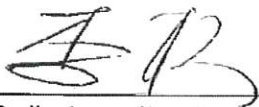
The undersigned [Seller] certifies, to the best of his or her knowledge, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this

certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Seller certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Seller understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.



Signature of Seller's Authorized Official

Ke Li, Authorized Representative

Name and Title of Seller's Authorized Official

April 7, 2020

Date: _____

40. PROCUREMENT OF RECOVERED MATERIALS

- A. In the performance of this Agreement the Seller shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired-
 - i. Competitively within a timeframe providing for compliance with the Agreement performance schedule;
 - ii. Meeting Agreement performance requirements; or
 - iii. At a reasonable price.
- B. Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- C. The Seller also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

41. ACCESS TO RECORDS

The following access to records requirements apply to this Agreement:

- A. The Seller agrees to provide the State of California, the FEMA Administrator, the Controller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Seller which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- B. The Seller agrees to permit any of the foregoing parties to reproduce by any means whatsoever of to copy excerpts and transcriptions as reasonably needed.
- C. The Seller agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the Agreement.
- D. In compliance with the Disaster Recovery Act of 2018, the State of California and the Seller acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

42. DHS SEAL, LOGO, AND FLAGS

The Seller shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

43. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the Agreement only. The Seller will comply with all federal law, regulations, executive orders, FEMA policies, procedures, and directives.

44. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, Seller, or any other party pertaining to any matter resulting from the Agreement.

45. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Seller acknowledges the 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Seller's action pertaining to this Agreement.

46. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

Seller swears under penalty of perjury that no more than one final, unappealable finding of contempt of court by a Federal court has been issued against the Seller within the immediately preceding two-year period because of the Seller's failure to comply with an order of the National Labor Relations Board. This provision is required by, and shall be construed in accordance with, Public Contract Code section 10296.


47. APPLICABILITY

For the avoidance of doubt Sections 33-46 of this Agreement shall solely apply to Seller or Seller subcontractors or Seller Vendors under the jurisdiction of the laws and regulations of, as applicable, the State of California or the Federal Government of the United States of America.

(Signature Page Follows)

BY SIGNING BELOW, BOTH PARTIES HERETO ACCEPTS THE TERMS AND
CONDITIONS OF THIS AGREEMENT.

BUYER:

By: 
(Signature)

Name: Mark Ghilarducci

Title: Director, Governor's Office of Emergency Services

Date: April 7, 2020

Address: 3650 Schriever Avenue, Mather, CA 95655

E-mail: Mark.Ghilarducci@caloes.ca.gov

Phone: (916) 845-8510

SELLER:

By: _____
(Signature)

Name: Ke Li

Title: Authorized Representative

Date: April 7, 2020

Address: 919 North Market Street, Suite 950, Wilmington, DE 19801

E-mail: contact@ghps.us

Phone: 

BY SIGNING BELOW, BOTH PARTIES HERETO ACCEPTS THE TERMS AND
CONDITIONS OF THIS AGREEMENT.

BUYER:

By: _____
(Signature)

Name: Mark Ghilarducci

Title: Director, Governor's Office of Emergency Services

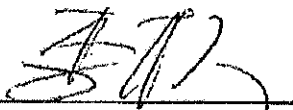
Date:

Address: 3650 Schriever Avenue, Mather, CA 95655

E-mail: Mark.Ghilarducci@caloes.ca.gov

Phone: (916) 845-8510

SELLER:

By: 
(Signature)

Name: Ke Li

Title: Authorized Representative

Date: April 7, 2020

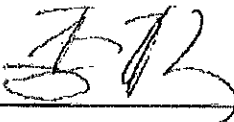
Address: 919 North Market Street, Suite 950, Wilmington, DE 19801

E-mail: contact@ghps.us

Phone: [REDACTED]

By signing below, the Guarantor hereunder agrees to bound solely to the terms and conditions in this Section 12 "Affiliate Guaranty" and no other provision.

GUARANTOR:

By: 
(Signature)

Name: Ke Li

Title: President

Date: April 7, 2020

Address: 1800 S Figueroa St, Los Angeles, CA 90015

E-mail: notices@byd.com

Phone: (800)BYD-AUTO

EXHIBIT A PRODUCT SPECIFICATIONS

Single-use Face Mask

SOFT & EASY TO BREATHE

Non-sterile



BYD CARE 

⊕ Use as
surgical mask

*Picture is for reference only,
actual product may have differences.



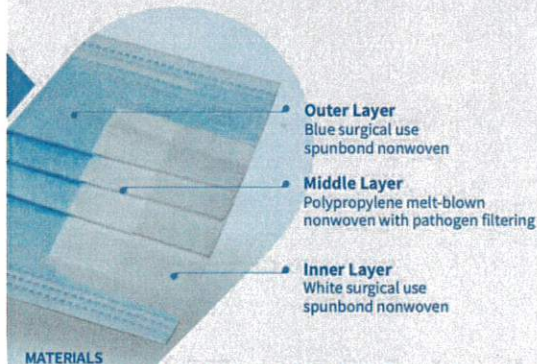
Application

Worn by personnel to cover the mouth, nose and chin, the mask provides a physical barrier to block exhalation or ejection of pollutants from mouth and nose.



Product Introduction

BYD Single-use Face Mask consist of three layers of nonwoven material:



MATERIALS

This product consists of mask body, nose clip and ear loops. The mask is composed of three layers of filter material; The inner and outer covers are constructed from spunbond nonwoven fabric, for medical use. Polypropylene melt-blown nonwoven is layered between the inner and outer covers. The nose clip uses metal core plastic and the ear loops are made of nylon and spandex blended.
Non-sterile product, one-time use only.

Wearing Instructions



1. Hold the mask by the ear loops with the colored side facing outwards and the nose bridge upwards, and place both ear loops around both ears.



2. Bend the nose clip to match the shape of the nose to prevent unfiltered air from entering.



3. Pull the mask to your chin to produce a tight seal.



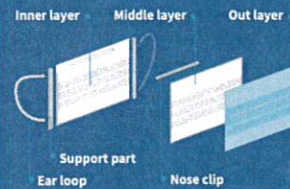
Single-use Face Mask

SOFT & EASY TO BREATHE

Non-sterile

Product Specification

- 1 Mask length: > 170 mm(6.69in.)
- 2 Mask expansion width: 165 mm(6.49in.). Post-stack width is 95 mm(3.74in.) with three stacks in the middle. Each stack width is not less than 10 mm(0.39in.). The nose clip is located on the upper edge of the mask, and the outside of the mask is darker in color.
- 3 The width of the support part is not more than 10 mm(0.39in.), and the position of the upper nose clip is not more than 16 mm(0.63in.).
- 4 Nose clip: length > 80 mm(3.15in.); width approximately 3 mm(0.12in.)
- 5 Ear loop: 180 mm(7.09in.) in length and 3 mm(0.12in.) in diameter, composed of polyester, spandex and other materials, welded on the inner layer not more than 10 mm(0.39in.) from the edge.



Parameter of BYD Single-use Face Mask

Name	Parameter
Product name	Single-use Face Mask
Material	Spunbond nonwoven fabric (for surgical use), polypropylene melt-blown nonwoven, metal core plastic nose clip, polyester and spandex ear loops
Model	Flat
Size	175 mm X 95 mm / 6.89in. X 3.72in.
Product application scope and purpose	For protection against inhalation of pathogens and airborne liquid droplets
Expiration date	2 years after production
Packaging specification	10pcs/bag; 50pcs/box; 2000pcs/case
Storage	Store in a well-ventilated place with relative humidity below 80%; avoid high temperatures and exposure to flame.

WARNING !

- 1 The mask does not eliminate the risk of contracting any disease or infection.
- 2 Failure to properly use and maintain this product could result in illness or even death.
- 3 Only for one-time use, please destroy and dispose according to regulations after use.
- 4 Some materials in direct contact with the skin may cause allergic reactions or even anaphylaxis in sensitive individuals.
- 5 Please use within the validity period.
- 6 DO NOT use if package is damaged.
- 7 Please refer to the instructions before use.
- 8 For adult use only.
- 9 Do not wash.

All information presented in this document is based on the latest data available at the time of printing. BYD reserves the right to make changes at any time without prior notice.

Approval and Standard

BYD Single-use Face Mask are manufactured in accordance with industry recommended standards YY 0469-2011

Product model: FG2111 FDA product code QKR Australia TGA ARTG 332299 ASTM F-2100 Level 2

EN 14683 Type II



Distributed by Global Healthcare Product Solutions, LLC

1800 S. Figueroa Street, Los Angeles, CA 90015
1(800)293-2886 www.byd.care Made in China



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N95 Healthcare Particulate Respirator (Surgical Mask)



Foldable (for single use only) (Non-sterile)

BYD CARE

- ⊕ Very close facial **fit**
- ⊕ $\geq 95\%$ filtrations efficiency against solid and liquid aerosols free of oil.



Description

The N95 Healthcare Particulate Respirator (Surgical Mask) is designed to help provide respiratory protection for the user. This product has a filter efficiency of 95% or greater against solid and liquid aerosols free of oil. This product contains no components made from natural rubber latex.

Use instructions

- Suitable for covering the mouth, nose and chin, to filter airborne particles and block liquid aerosols, blood, body fluids, secretions
- For adult use only.
- Do not wash.
- Store in a cool, dry, clean place away from fire and contamination.
- Store between -20°C and 38°C (-4°F and 100°F) with relative humidity below 80%.
- Expiration date: 2 years after production.

3-Step check before use

1. Do not use if the packaging has been opened or damaged.
2. Check that elastic bands are in good condition and are not damaged.
3. Check that the metallic strip is not broken.

Wearing instructions



Unfold the mask and hold it with both hands, with the metallic strip up.



Place elastic bands around the neck and head respectively. Put the mask against your face covering both nose and mouth.



Adjust the metallic strip over bridge of nose using two fingers, and press until achieving a close fit.



Perform a fit test according to instructions.

N95 Healthcare Particulate Respirator (Surgical Mask) Non-sterile

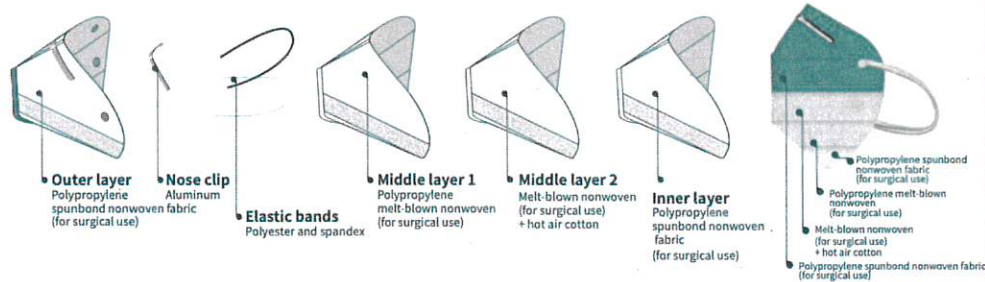


Foldable (for single use only)

Fit test

1. Place both hands over the mask.
2. Inhale vigorously and hold your breath for a few seconds, making sure the mask collapses inward as you inhale.
3. Exhale vigorously and hold your breath for few seconds, making sure the mask bulges outward as you exhale.
4. If air leaks, reposition the mask, tighten the metallic strip and reposition the elastic bands for a better fit. Then follow steps 1-3 again until a tight seal is achieved.
5. Masks that have passed the fit test in steps 1-3 are safe to use.
6. Facial hair or other facial features may prevent the mask from achieving a proper fit. If a tight seal is not achieved, please DO NOT use this product.
7. If you experience difficulty breathing, dizziness, or other symptoms, leave the contaminated area immediately.

Specifications



Name	Parameter
Product name	N95 Health Care Particulate Respirator (Surgical Mask)
Material	Polypropylene spunbond nonwoven fabric (for surgical use), Polypropylene melt-blown nonwoven (for surgical use), hot air cotton, Polypropylene spunbond nonwoven fabric (for surgical use), Nylon spandex and polyester mixed fabric elastic bands, Aluminum nose clip
Type	Foldable
Packaging specification	1pc per bag; 50pcs per box; 1000pcs per carton

Product model
DF1122

Product meets
GB 19083-2010 standard.

WARNINGS

1. Use this product immediately after package is opened. Not recommended for more than 8 hours of use.
2. DO NOT sleep while wearing the mask.
3. Avoid hand contact with the inside of the mask.
4. Use only within the validity period.
5. For one-time use only. Please dispose of according to regulations after use.
6. DO NOT use if package is damaged.
7. Some materials in direct contact with the skin may cause allergic reactions or even anaphylaxis in sensitive individuals.
8. Please refer to the instructions before use.



All information presented in this document is based on the latest data available.
BYD reserves the right to make changes at any time without prior notice.

Distributed by Global Healthcare Product Solutions, LLC
1800 S. Figueroa Street, Los Angeles, CA 90015
1 (800) 293-2886
www.byd.care



Scan and visit
BYD Care website



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BYD Care app

DELIVERY AND PAYMENT SCHEDULE

Batch	Item	Product Specification	Unit Price (\$US)	Quantity		Total Payment (\$US)	Delivery Term	Delivery Location	Delivery Date*
				(in Millions)					
A	50% Down-payment					\$ 495,000,000	N/A	N/A	N/A
	N95	NIOSH Certified	3.3	3	\$	4,950,000	DDP		
	N95	NIOSH Certified	3.3	34.5	\$	56,925,000	DDP		
	N95	NIOSH Certified	3.3	37.5	\$	61,875,000	DDP		
	N95	NIOSH Certified	3.3	37.5	\$	61,875,000	DDP		
	N95	NIOSH Certified	3.3	37.5	\$	61,875,000	DDP		
	N95	NIOSH Certified	3.3	37.5	\$	61,875,000	DDP		
	N95	NIOSH Certified	3.3	37.5	\$	61,875,000	DDP		
	N95	NIOSH Certified	3.3	37.5	\$	61,875,000	DDP		
	N95	NIOSH Certified	3.3	37.5	\$	61,875,000	DDP		
B (Option)	N95	NIOSH Certified	3.3	30	\$	99,000,000	DDP		
	N95	NIOSH Certified	3.3	30	\$	99,000,000	DDP		
	N95	NIOSH Certified	3.3	30	\$	99,000,000	DDP		
	N95	NIOSH Certified	3.3	30	\$	99,000,000	DDP		
	N95	NIOSH Certified	3.3	30	\$	99,000,000	DDP		
C (Option)	N95	NIOSH Certified	3.3	25	\$	82,500,000	DDP		
	N95	NIOSH Certified	3.3	25	\$	82,500,000	DDP		
	N95	NIOSH Certified	3.3	25	\$	82,500,000	DDP		
	N95	NIOSH Certified	3.3	25	\$	82,500,000	DDP		

Batch	Item	Product Specification	Unit Price (\$US)	Quantity		Total Payment (\$US)	Delivery Term	Delivery Location	Delivery Date*
				(in Millions)					
A	Surgical Mask	ASTM F-2100 Level 2	0.55	11.1	\$	6,105,000	DDP		
	Surgical Mask	ASTM F-2100 Level 2	0.55	11.1	\$	6,105,000	DDP		
	Surgical Mask	ASTM F-2100 Level 2	0.55	11.1	\$	6,105,000	DDP		
	Surgical Mask	ASTM F-2100 Level 2	0.55	11.1	\$	6,105,000	DDP		
	Surgical Mask	ASTM F-2100 Level 2	0.55	11.1	\$	6,105,000	DDP		
	Surgical Mask	ASTM F-2100 Level 2	0.55	11.1	\$	6,105,000	DDP		
	Surgical Mask	ASTM F-2100 Level 2	0.55	11.1	\$	6,105,000	DDP		
	Surgical Mask	ASTM F-2100 Level 2	0.55	11.1	\$	6,105,000	DDP		
	Surgical Mask	ASTM F-2100 Level 2	0.55	11.2	\$	6,160,000	DDP		
B (Option)	Surgical Mask	ASTM F-2100 Level 2	0.55	10	\$	5,500,000	DDP		
	Surgical Mask	ASTM F-2100 Level 2	0.55	10	\$	5,500,000	DDP		
	Surgical Mask	ASTM F-2100 Level 2	0.55	10	\$	5,500,000	DDP		
	Surgical Mask	ASTM F-2100 Level 2	0.55	10	\$	5,500,000	DDP		
	Surgical Mask	ASTM F-2100 Level 2	0.55	10	\$	5,500,000	DDP		
C (Option)	Surgical Mask	ASTM F-2100 Level 2	0.55	12.5	\$	6,875,000	DDP		
	Surgical Mask	ASTM F-2100 Level 2	0.55	12.5	\$	6,875,000	DDP		
	Surgical Mask	ASTM F-2100 Level 2	0.55	12.5	\$	6,875,000	DDP		
	Surgical Mask	ASTM F-2100 Level 2	0.55	12.5	\$	6,875,000	DDP		

* For this Exhibit B, "Delivery Date" means the date when the corresponding quantity of the product will be fully delivered, however Seller expects to make Deliveries for the specified quantities on a daily basis in the days prior to and on the Delivery Date.
Due to the urgent nature of these deliveries, this schedule is subject to fine tuning and adjustment to ensure achievement of end goal.

PURCHASING AUTHORITY PURCHASE ORDER

STD. 65 (Rev. 03/2020)

DATE Apr 7, 2020		AMENDMENT NO.		PURCHASE ORDER NUMBER PA00999-19				
GOVERNOR'S OFFICE OF EMERGENCY SERVICES SHIP TO [REDACTED]		GOVERNOR'S OFFICE OF EMERGENCY SERVICES BILL TO 3650 Schriever Avenue Mather, CA 95655		AGENCY BILLING CODE 009051				
				PURCHASING AUTHORITY NO.				
				LEVERAGED PROCUREMENT AGREEMENT NUMBER N/A				
				INFORMATION TECHNOLOGY PROJECT IDENTIFICATION NUMBER N/A				
				AGENCY OR BUYER INFORMATION				
				AGENCY TRACKING/REQUISITION NUMBER (Optional)				
				AGENCY NAME Governor's Office of Emergency Services				
				CONTACT NAME Mitchell Medigovich				
				CONTACT E-MAIL ADDRESS mitchell.medigovich@calOES.ca.gov				
				CONTACT PHONE NUMBER (916) 845-8552				
				CONTACT FAX NUMBER				
TO SUPPLIER ADDRESS Global Healthcare Product Solutions, LLC a Subsidiary of BYD International Development 1800 South Figueroa Street Los Angeles, CA 90015		SUPPLIER CONTACT NAME Oscar Su		SUPPLIER PHONE NUMBER [REDACTED]				
		SUPPLIER FAX NUMBER		SUPPLIER E-MAIL ADDRESS oscar.su@byd.com				
PAYMENT TERMS Exhibit A		CERTIFICATION NUMBER		EXPIRATION DATE				
		<input type="checkbox"/> Certified Small Business <input type="checkbox"/> Certified Microbusiness		<input type="checkbox"/> Certified DVBE				
SHIPPING INSTRUCTIONS Exhibit B		REQUIRED DELIVERY DATE		CITY OF ORIGIN				
		<input type="checkbox"/> F.O.B. Destination FRT. PPD <input type="checkbox"/> F.O.B. Destination FRT. PPD/ADD. Freight not to exceed cost stated on P.O. <input type="checkbox"/> F.O.B. Origin		STATE ZIP CODE				
TERMS AND CONDITIONS								
A-1 <input type="checkbox"/> General Provisions are incorporated herein by reference to: <input type="checkbox"/> Form GSPD - 401 Non-IT Commodities Revision Date: _____ OR <input type="checkbox"/> Form GSPD - 401IT Revision Date: _____ <input type="checkbox"/> Attached OR <input type="checkbox"/> Published at: www.dgs.ca.gov/pd				TAXABLE SUBTOTAL				
A-2 <input type="checkbox"/> This order is issued under a Department of General Services (DGS) Leveraged Procurement Agreement (LPA). Terms and Conditions set forth in that agreement (LPA number referenced in the block titled Leveraged Procurement Agreement No.) are incorporated herein by reference as if set forth in full text.				TAX RATE				
B <input checked="" type="checkbox"/> Agency Special Provisions are attached and titled <u>Equipment Master Supply Purchase Order Agreement</u>				SALES TAX				
C <input checked="" type="checkbox"/> Any other attachments, such as specifications, Statement of Work, or Information Technology Model Language Modules, are identified in the product or services description area or on continuation pages.				INSTALLATION				
				SHIPPING FREIGHT				
				OTHER NON-TAXABLE				
				GRAND TOTAL				
PROCUREMENT METHODS								
<input type="checkbox"/> COMPETITIVE. Solicitation Number(if applicable) _____ <input type="checkbox"/> LEVERAGED <input type="checkbox"/> DVBE / SMALL BUSINESS (GC 14838.5(a)) <input type="checkbox"/> NON-COMPETITIVELY BID <input checked="" type="checkbox"/> EXEMPT								
PROGRAM / CATEGORY (Code / Title) 0385		FUND TITLE General Fund		VERIFIED NO STATE SURPLUS AVAILABLE <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO				
ITEM 0690-001-0001		CHAPTER 23		PAID BY CAL-CARD <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO				
		STATUTE 2019		OBJECT OF EXPENDITURE (Code and Title) 5390880				
		FISCAL YEAR 2019-20		<input checked="" type="checkbox"/> Original Equipment <input type="checkbox"/> Operating Expense				
CERTIFICATION AND APPROVAL OF EXECUTIVE OFFICER								
I HEREBY CERTIFY, on personal knowledge, that this order for purchasing the items specified below is issued in accordance with the procedure prescribed by law governing the purchase of such items for the State of California, and that all such legal requirements have been fully complied with.								
AUTHORIZING NAME Mark Ghilarducci		AUTHORIZING TITLE Director		UNENCUMBERED REMAINDER AFTER POSTING THIS ORDER TO ALLOTMENT EXPENDITURE LEDGER				
				ADJUSTMENT INCREASING ENCUMBRANCES				
				ADJUSTMENT DECREASING ENCUMBRANCES				
AUTHORIZING SIGNATURE [Signature]		CERTIFIED CORRECT SIGNATURE [Signature]						
ITEM NUMBER	QUANTITY	UNIT	UNSPSC	RECYCLED PRODUCT	PRODUCT OR SERVICE DESCRIPTION	CATEGORY	UNIT PRICE	EXTENSION TOTAL
1	150,000,000				300 Million N 95 Masks (total order)		\$3.30	\$495,000,000.00
					50% Initial Payment of total order			
					for this PO, per Exhibit B			

STATE OF CALIFORNIA - GENERAL SERVICES PROCUREMENT DIVISION

Page 1 of 1

PURCHASING AUTHORITY PURCHASE ORDER

STD. 65 (Rev. 03/2020)

SHIP TO Governor's Office of Emergency Services [REDACTED]		BILL TO Governor's Office of Emergency Services 3650 Schriever Avenue Mather, CA 95655		DATE Apr 7, 2020	AMENDMENT NO.	PURCHASE ORDER NUMBER PA00999-19	
				AGENCY BILLING CODE 009051		PURCHASING AUTHORITY NO.	
				LEVERAGED PROCUREMENT AGREEMENT NUMBER N/A			
				INFORMATION TECHNOLOGY PROJECT IDENTIFICATION NUMBER N/A			
				AGENCY OR BUYER INFORMATION			
				AGENCY TRACKING/REQUISITION NUMBER (Optional)			
				AGENCY NAME Governor's Office of Emergency Services			
				CONTACT NAME Mitchell Medigovich			
				CONTACT E-MAIL ADDRESS mitchell.medigovich@calOES.ca.gov			
				CONTACT PHONE NUMBER (916) 845-8552		CONTACT FAX NUMBER	
TO SUPPLIER ADDRESS		Global Healthcare Product Solutions, LLC a Subsidiary of BYD International Development 1800 South Figueroa Street Los Angeles, CA 90015		SUPPLIER CONTACT NAME Oscar Su		SUPPLIER PHONE NUMBER (REDACTED)	
				SUPPLIER FAX NUMBER		SUPPLIER E-MAIL ADDRESS oscar.su@byd.com	

PAYMENT TERMS Exhibit A	CERTIFICATION NUMBER	<input type="checkbox"/> Certified Small Business	<input type="checkbox"/> Certified Microbusiness	EXPIRATION DATE	<input type="checkbox"/> Certified DVBE	EXPIRATION DATE
SHIPPING INSTRUCTIONS	REQUIRED DELIVERY DATE Exhibit B	<input type="checkbox"/> F.O.B. Destination FRT. PPD	<input type="checkbox"/> F.O.B. Destination FRT. PPD/ADD. Freight not to exceed cost stated on P.O.	<input type="checkbox"/> F.O.B. Origin	CITY OF ORIGIN	STATE ZIP CODE

TERMS AND CONDITIONS

- A-1 ☐ General Provisions are incorporated herein by reference to:
☐ Form GSPD - 401 Non-IT Commodities Revision Date: _____ OR ☐ Form GSPD - 401IT Revision Date: _____
☐ Attached OR ☐ Published at: www.dgs.ca.gov/pd
- A-2 ☐ This order is issued under a Department of General Services (DGS) Leveraged Procurement Agreement (LPA). Terms and Conditions set forth in that agreement (LPA number referenced in the block titled Leveraged Procurement Agreement No.) are incorporated herein by reference as if set forth in full text.
- B ☒ Agency Special Provisions are attached and titled Equipment Master Supply Purchase Order Agreement
- C ☒ Any other attachments, such as specifications, Statement of Work, or Information Technology Model Language Modules, are identified in the product or services description area or on continuation pages.

TAXABLE SUBTOTAL
TAX RATE
SALES TAX
INSTALLATION
SHIPPING FREIGHT
OTHER NON-TAXABLE
GRAND TOTAL



PROCUREMENT METHODS

- ☐ COMPETITIVE: Solicitation Number (if applicable) _____ ☐ LEVERAGED ☐ DVBE / SMALL BUSINESS [GC 14838.5(a)] ☐ NON-COMPETITIVELY BID ☒ EXEMPT

PROGRAM / CATEGORY (Code / Title) 0385	FUND TITLE General Fund	VERIFIED NO STATE SURPLUS AVAILABLE <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	PAID BY CAL-CARD <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
ITEM 0690-001-0001	CHAPTER 23	STATUTE 2019	FISCAL YEAR 2019-20
		OBJECT OF EXPENDITURE (Code and Title) 5390880	<input checked="" type="checkbox"/> Original Equipment <input type="checkbox"/> Operating Expense

CERTIFICATION AND APPROVAL OF EXECUTIVE OFFICER

I HEREBY CERTIFY, on personal knowledge, that this order for purchasing the items specified below is issued in accordance with the procedure prescribed by law governing the purchase of such items for the State of California; and that all such legal requirements have been fully complied with.

AUTHORIZING NAME Mark Ghilarducci	AUTHORIZING TITLE Director	UNENCUMBERED REMAINDER AFTER POSTING THIS ORDER TO ALLOTMENT EXPENDITURE LEDGER
AUTHORIZING SIGNATURE 		ADJUSTMENT INCREASING ENCUMBRANCES
		ADJUSTMENT DECREASING ENCUMBRANCES
		CERTIFIED CORRECT SIGNATURE 

ITEM NUMBER	QUANTITY	UNIT	UNSPSC	RECYCLED PRODUCT	PRODUCT OR SERVICE DESCRIPTION	CATEGORY	UNIT PRICE	EXTENSION TOTAL
1	150,000,000				300 Million N 95 Masks (total order)		\$3.30	\$495,000,000.00
					50% Initial Payment of total order			
					for this PO, per Exhibit B			

AMENDMENT NO. 1 TO
EQUIPMENT MASTER SUPPLY PURCHASE ORDER AGREEMENT

This Amendment No. 1 to Equipment Master Supply Purchase Order Agreement ("Amendment No. 1") is made by and between Global Healthcare Product Solutions, LLC ("Seller") and California Governor's Office of Emergency Services ("Buyer") on April 13, 2020 (the "Effective Date").

RECITALS

WHEREAS, on April 7, 2020, Seller and Buyer entered into the Equipment Master Supply Purchase Order Agreement (the "MSA") for the purposes of Buyer purchasing from Seller surgical masks and N95 masks;

WHEREAS, this Amendment No. 1 entirely replaces the product specifications in Exhibit A "Product Specifications" of the MSA with the updated product specification attached hereunder; and,

WHEREAS, in accordance with Section 13 of the MSA, Seller and Buyer wish to amend the MSA by entirely replacing Exhibit A "Product Specifications" of the MSA with the updated Exhibit A "Product Specifications" attached hereunder.

AGREEMENT

Now, therefore, the parties agree as follows:


1. Exhibit A "Product Specifications" of the MSA is to be deleted and replaced in its entirety with the attached hereto Exhibit A of this Amendment No. 1.
2. The Recitals set forth above are incorporated herein by this reference.
3. This Amendment No. 1 shall be effective as of the Effective Date.
4. Except as expressly amended by this Amendment No. 1, all other provisions, terms and conditions of the MSA shall remain the same, in full force and effect, and are incorporated herein by this reference.

(Signature Page Follows)

The parties have executed this Amendment No. 1 as of the Effective Date written above.

Buyer:

California Governor's Office of Emergency Services

By: 

Name: Mark Ghilarducci

Title: Director, Governor's Office of Emergency Services

Date: 4/15/2020

Address: 3650 Schriever Avenue, Mather, CA 95655

Email: Mark.Ghilarducci@caloes.ca.gov

Phone: (916) 645-8510

Seller:

Global Healthcare Product Solutions, LLC

By: 

Name: Ke Li

Title: Authorized Representative

Date: 4/15/20

Address: 919 North Market Street, Suite 950, Wilmington, DE 19801

Email: contact@ghps.us

Phone: ()

(THE EXHIBIT A "PRODUCT SPECIFICATIONS" IN THE FOLLOWING PAGE WILL ENTIRELY
REPLACE THE EXHIBIT A "PRODUCT SPECIFICATIONS" IN THE MSA.)

EXHIBIT A
PRODUCT SPECIFICATIONS

Single-use Face Mask

SOFT & EASY TO BREATHE (Non-sterile)



BYD CARE

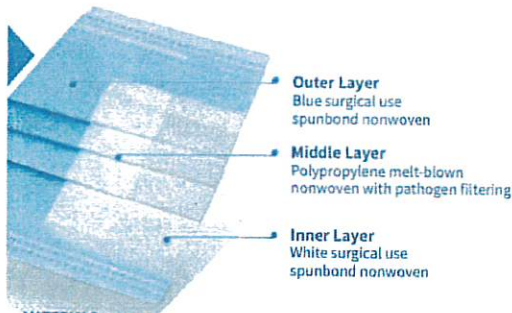
⊕ Use as
surgical mask

Application

Worn by personnel to cover the mouth, nose and chin, the mask provides a physical barrier to block exhalation or ejection of pollutants from mouth and nose.

Product Introduction

BYD Single-use Face Mask consist of three layers of nonwoven material:



MATERIALS

This product consists of mask body, nose clip and ear loops. The mask is composed of three layers of filter material: The inner and outer covers are constructed from spunbond nonwoven fabric, for medical use. Polypropylene melt-blown nonwoven is layered between the inner and outer covers. The nose clip uses metal core plastic and the ear loops are made of nylon and spandex blended.
Non-sterile product, one-time use only

Wearing Instructions



1. Hold the mask by the ear loops with the colored side facing outwards and the nose bridge upwards, and place both ear loops around both ears.



2. Bend the nose clip to match the shape of the nose to prevent unfiltered air from entering.



3. Pull the mask to your chin to produce a tight seal.

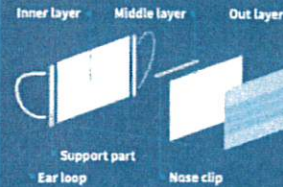
Single-use Face Mask

SOFT & EASY TO BREATHE (Non-sterile) 



Product Specification

- 1 Mask length: > 170 mm(6.69in.)
- 2 Mask expansion width: 165 mm(6.49in.). Post-stack width is 95 mm(3.74in.) with three stacks in the middle. Each stack width is not less than 10 mm(0.39in.). The nose clip is located on the upper edge of the mask, and the outside of the mask is darker in color.
- 3 The width of the support part is not more than 10 mm(0.39in.), and the position of the upper nose clip is not more than 15 mm(0.63in.).
- 4 Nose clip: length > 80 mm(3.15in.); width approximately 3 mm(0.12in.)
- 5 Ear loop: 180 mm(7.09in.) in length and 3 mm(0.12in.) in diameter, composed of polyester, spandex and other materials, welded on the inner layer not more than 10 mm(0.39in.) from the edge.



Parameter of BYD Single-use Face Mask

Name	Parameter
Product name	Single-use Face Mask
Material	Spunbond nonwoven fabric (for surgical use), polypropylene melt-blown nonwoven, metal core plastic nose clip, polyester and spandex ear loops
Model	Flat
Size	175 mm×95 mm / 6.89in.×3.72in.
Product application scope and purpose	For protection against inhalation of pathogens and airborne liquid droplets
Expiration date	2 years after production
Packaging specification	10pcs/bag; 50pcs/box; 2000pcs/case
Storage	Store in a well-ventilated place with relative humidity below 80%; avoid high temperatures and exposure to flame.

WARNING

- 1 The mask does not eliminate the risk of contracting any disease or infection.
- 2 Failure to properly use and maintain this product could result in illness or even death.
- 3 Only for one-time use, please destroy and dispose according to regulations after use.
- 4 Some materials in direct contact with the skin may cause allergic reactions or even anaphylaxis in sensitive individuals.
- 5 Please use within the validity period.
- 6 DO NOT use if package is damaged.
- 7 Please refer to the instructions before use.
- 8 For adult use only.
- 9 Do not wash.

All information presented in this document is based on the latest data available at the time of printing. BYD reserves the right to make changes at any time without prior notice.

Approval and Standard

BYD Single-use Face Mask are manufactured in accordance with industry recommended standards YY 0469-2011

Product model: FE2311 FDA product code QKR Australia TGA ARTG 332299 ASTM F-2100 Level 2

EN 14683 Type II   

Distributed by Global Healthcare Product Solutions, LLC
1800 S. Figueroa Street, Los Angeles, CA 90015
1(800)293-2886 www.byd.care Made in China





Scan and visit
BYD care website



Scan and download
BYD care app

N95 Respirator (Surgical Mask)

Foldable  



BYD CARE 

- ⊕ Very close facial **fit**
- ⊕ $\geq 95\%$ filtrations efficiency against solid and liquid aerosols free of oil.



FIGURE 1: N95 RESPIRATOR AND
LITMUS STRIP TEST RESULTS
REFERENCE

Description

The N95 Respirator (Surgical Mask) is designed to help provide respiratory protection for the user. This product has a filter efficiency of 95% or greater against solid and liquid aerosols free of oil.
This product contains no components made from natural rubber latex.

Use instructions

- Suitable for protecting the mouth, nose, and chin to airborne particles, and block liquid aerosols, blood, body fluids, and secretions
 - For adult use only.
 - Do not wash.
 - Store in a cool, dry, clean place away from fire and contamination.
 - Store between -20°C and 38°C (-4°F and 100°F) with relative humidity below 80%.
- Expiration date: 2 years after production.

3-Step check before use

1. Do not use if the packaging has been opened or damaged.
2. Check if the elastic bands are in good condition and are not damaged.
3. Check that the metallic strip is not broken.

Wearing instructions

1. Unfold the mask and hold it with both hands, with the metallic strip facing up.
2. Place elastic bands around the neck and head respectively. Put the mask against your face covering both nose and mouth.
3. Adjust the metallic strip over the bridge of the nose by using two fingers to press down until achieving a close fit.
4. Perform a fit test according to instructions.



Fit test

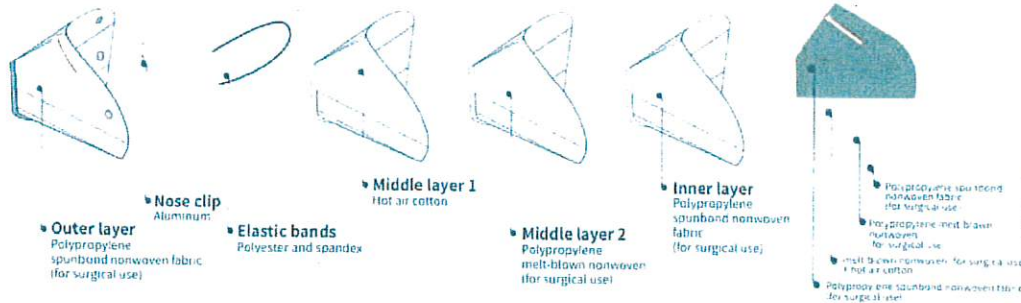
1. Place both hands over the mask.
2. Take a deep breath and hold your breath for a few seconds, making sure the mask collapses inward as you inhale.
3. Then exhale and hold your breath for a few seconds, making sure the mask bulges outward as you exhale.
4. If air leaks, reposition the mask, tighten the metallic strip and reposition the elastic bands for a better fit.
Follow steps 1-3 again until a tight seal has been achieved.
5. Masks that have passed the fitting test are now safe to use.
6. Facial hair or other facial features may prevent the mask from achieving a proper fit. If a tight seal is not achievable, please DO NOT use this product.
7. If you experience difficulty breathing, dizziness, or other symptoms, leave the contaminated area immediately.

N95 Respirator(Surgical Mask)

Foldable (Non-sterile)



Specifications



Name	Parameter
Product name	N95 Respirator (Surgical Mask)
Material	Polypropylene spunbond nonwoven fabric (for surgical use), Polypropylene melt-blown nonwoven (for surgical use), hot air cotton, Polypropylene spunbond nonwoven fabric (for surgical use), Polyester and spandex fabric elastic bands, Aluminum nose clip
Product model	DE2322
Packaging specification	1pc per bag; 50pcs per box; 1000pcs per carton

GB 19083-2010 standard

WARNINGS

1. The mask does not eliminate the risk of contracting any disease or infection.
2. Improper use may lead to illness and even death.
3. Use this product immediately after the package is opened.
4. DO NOT sleep while wearing the mask.
5. Avoid hand contact within the interior part of the mask.
6. DO NOT use masks if they expired.
7. For one-time use only. Dispose the mask according to regulations.
8. DO NOT use if the package is damaged.
9. This N95 respirator is authorized for distribution under FDA Emergency Use Authorization only for the duration of the declaration that circumstances exist justifying the authorization of the emergency use of N95 respirators under section 564 of the Act, 21 U.S.C. § 360bbb-3, unless the authorization is terminated or revoked sooner.



Time use limitation

If the mask becomes damaged, soiled, or breathing becomes difficult, leave the contaminated area and replace and refit the new mask.

Important notice

To the extent permitted by law, BYD shall not be liable for any loss or damage including any loss of business, loss of profits, or for any indirect, special, incidental or consequential loss or damage arising from reliance upon any information herein provided by BYD. Nothing in this statement will be deemed to exclude or restrict BYD's liability for death or personal injury arising from its negligence.

Distributed by Global Healthcare Product Solutions, LLC
 1800 S. Figueroa Street, Los Angeles, CA 90015
 1 (800) 293-2886
 www.byd.care
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BYD care website



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BYD Care app

AMENDMENT NO. 2 TO
EQUIPMENT MASTER SUPPLY PURCHASE ORDER AGREEMENT

This Amendment No. 2 to Equipment Master Supply Purchase Order Agreement ("Amendment No. 2") is made by and between Global Healthcare Product Solutions, LLC ("Seller") and California Governor's Office of Emergency Services ("Buyer") on May 6, 2020 (the "Effective Date").

RECITALS

WHEREAS, on April 7, 2020, Seller and Buyer entered into the Equipment Master Supply Purchase Order Agreement (the "MSA") for the purposes of Buyer purchasing from Seller surgical masks and N95 masks; and,

WHEREAS, California's need for personal protective equipment is dynamic, including with respect to the type of PPE, in the context of the evolving COVID-19 pandemic, and California desires to increase the purchase of surgical masks per month under the existing MSA; and,

WHEREAS, the MSA set forth a National Institute for Occupation Safety and Health ("NIOSH") certification contingency for the N95 mask; and

WHEREAS, the attainment of the NIOSH certification for the N95 mask will now require additional time; and,

WHEREAS, Buyer made a partial prepayment to Seller of \$495,000,000 for N95 masks for both the May and June production and deliveries; and,

WHEREAS, because NIOSH certification for the N95 mask requires additional time, Seller will refund \$247,500,000, representing half of the prepayment made by Buyer (attributed to N95 mask purchases in May 2020); and,

WHEREAS, Seller reaffirms that Seller will return the balance of the prepayment should NIOSH certification for the N95 mask not be obtained by the date agreed to in this Amendment or should other conditions of the MSA be triggered; and,

WHEREAS, this Amendment No. 2 strikes and replaces, and adds certain provisions to the MSA.

AGREEMENT

Now, therefore, the parties agree as follows:

1. Paragraph 2, N95 CONTIGENCY, of the MSA is stricken and replaced as follows:

The purchase of N95 masks under this Agreement is contingent upon Seller obtaining the National Institute for Occupation Safety and Health ("NIOSH") certification by ~~April 30, 2020~~ May 31, 2020 for the N95 masks purchased under this Agreement, unless both parties agree in writing to extend this due date.

2. Paragraph 6, INVOICE & PAYMENT, (b) Timing & Payment of Invoices, (2) Manner of Remitting Purchase Order Payments, is stricken and replaced as follows:

During the term of this Agreement, Seller will invoice Buyer in accordance to this Section 6, twice a week on every Monday and Thursday, and payment will be made ~~on the~~ within three (3) business days following ~~electronic receipt of the invoice such invoicing date.~~ Invoices payments made on Monday Tuesday of each week will be payment for Purchase Order deliveries made during each of the previous four calendar days, and invoices payments made on Thursday Friday of each week will be payment for Purchase Order deliveries made during each of the previous three calendar days. Buyer will pay Seller, in the manner prescribed in Section 3 "Payment Method". At the end of this Agreement's term, if there are any unpaid Purchase Order deliveries, and where Buyer has not rejected the deliveries pursuant to this Agreement, such invoices will be paid in full within five (5) business days.

3. Paragraph 12 (a), AFFILIATE GUARANTEE, of the MSA is stricken and replaced as follows:

For the purposes of this Section, "Guaranteed Material Obligation" will exclusively mean the following: (i) Seller fails to obtain NIOSH certification for N95 masks by ~~April 30, 2020~~ May 31, 2020; or, (ii) Seller materially fails to deliver the N95 masks as specified in Exhibit B (as modified by this Amendment No. 2); or (iii) Seller does not complete wire transfer of \$247,500,000.00, which is half of the prepayment made by Seller, no later than 4:00 PM Pacific Daylight Time on May 8, 2020.

4. Paragraph 32 (a), RIGHTS AND REMEDIES, of the MSA is stricken and replaced as follows:


Should Seller fail to obtain the certification required in Section 2 "N95 Contingency", Seller will, no later than ~~May 8, 2020~~ June 5, 2020, refund to Buyer the Buyer's entire remaining prepayment to Seller for the N95 masks.

5. Seller and Buyer will agree upon an updated Exhibit B "DELIVERY AND PAYMENT SCHEDULE" of the MSA as pertaining to the surgical masks no later than May 8, 2020. The updated surgical mask schedule will be approved by contract management officers from both parties and incorporated by reference into this Amendment No. 2. Exhibit B "DELIVERY AND PAYMENT SCHEDULE" of the MSA as pertaining to the N95 masks will be approved by contract management officers from both parties no later than May 22, 2020 and incorporated by reference into this Amendment No. 2.
6. Seller will initiate the process to remit and refund \$247,500,000.00, which is half of the prepayment made by Buyer, on May 6, 2020, and the wire transfer shall be completed no later than 4:00 PM Pacific Daylight Time on May 8, 2020. Buyer will provide Seller with confidential wire transfer instructions to effectuate Seller's refund of \$247,500,000.00 back to Buyer.
7. This Amendment No. 2 shall be effective as of the Effective Date.
8. Except as expressly amended by this Amendment No. 2, all other provisions, terms and conditions of the MSA, including Amendment No. 1, shall remain the same, in full force and effect, and are incorporated herein by this reference.

(Signature Page Follows)

The parties have executed this Amendment No. 2 as of the Effective Date written above.

Buyer:
California Governor's Office of Emergency Services

By: 

Name: Mark Ghilarducci

Title: Director, Governor's Office of Emergency Services

Date: 5/6/2020

Address: 3650 Schriever Avenue, Mather, CA 95655

Email: Mark.Ghilarducci@caloes.ca.gov

Phone: (916) 845-8510

Seller:
Global Healthcare Product Solutions, LLC

DocuSigned by:
By: 
GBAA0168F46049D...

Name: Ke Li

Title: Authorized Representative

Date: 5/6/2020

Address: 919 North Market Street, Suite 950, Wilmington, DE 19801

Email: contact@ghps.us

Phone: 

(Additional Signature Page Follows)

By signing below, the Guarantor hereunder agrees to be bound by the terms of Amendments 1 and 2 of the Agreement, as applicable and consistent with the MSA guarantees.

GUARANTOR:
BYD MOTORS, LLC

DocuSigned by:
By: 
0BAAB108F40848D

Name: Ke Li

Title: President

Date: 5/6/2020

Address: 1800 S Figueroa St, Los Angeles, CA 90015.

Email: notices@byd.com

Phone: (800) BYD-AUTO



July 31, 2020

VIA EMAIL ONLY

William F. Marshall
Judicial Watch, Inc.
BMarshall@JUDICIALWATCH.ORG

Subject: May 4, 2020, Request for Public Records

Dear Mr. Marshall:

This letter is in further response to your May 4, 2020, request for public records from California Governor's Office of Emergency Services (Cal OES). You requested, in brief, copies of a contract with BYD, and correspondence records regarding a contract with BYD.

Cal OES previously provided you a copy of the contract. Please see the additional attached records bates stamped "PRA_@BYD.com_00001- 00680" and "PRA_BYDinvoice_00001-00124." Due to the size of the attached records, Cal OES is providing the records to you by sending you a separate link via email that will allow you to download the files. If you have any difficulty accessing the records, please contact pra@caloes.ca.gov.

Records identified as exempt from public disclosure have been withheld in whole and in part pursuant to the Public Records Act, including records containing trade secret information or other information exempt from disclosure under federal or state law (Gov. Code, § 6254, subd. (k); Evid. Code, § 1060), and information revealing specific transportation and storage location of personal protective equipment, for which the public interest in nondisclosure of the information clearly outweighs the public interest served in disclosing the information (Gov. Code, § 6255).

Please note, the attached responsive records consist of correspondence to or from Cal OES and BYD through April 27, 2020, and correspondence records to or from the email account "@BYDinvoice.caloes.ca.gov" through May 8, 2020. Cal OES is presently gathering and reviewing additional BYD records generated after April 27, 2020, and anticipates all remaining responsive records will be



William F. Marshall
July 31, 2020
Page 2

produced to you on or before August 31, 2020. Should you have any questions, please contact Cal OES at pra@caloes.ca.gov.

Sincerely,

A handwritten signature in blue ink, appearing to read "Ryan Gronsky", with a stylized, flowing script.

Ryan Gronsky, Senior Counsel
California Governor's Office of Emergency Services

cc: Stephanie Ogren, Assistant Chief Counsel

From: oscar.su@byd.com
To: [Medigovich, Mitchell@CalOES](mailto:Medigovich,Mitchell@CalOES); [Bollinger, Jennifer@CalOES](mailto:Bollinger,Jennifer@CalOES)
Cc: ["Shell, Angela@DGS"](mailto:Shell,Angela@DGS); justin.wang@byd.com
Subject: 3rd party inspection--BYD Mask
Date: Wednesday, April 22, 2020 8:46:43 AM
Attachments: [image001.png](#)

Hi Mitch, Jennifer,

Can you please update the status of your 3rd party inspectors? Our factory has been trial producing the N95, and we can start to arrange the inspection of the lines.
Please kindly advise. thank you.

Meanwhile, it's confirmed that the N95 production will be only in [REDACTED], and the lines will be under the same management team.



Oscar Su / Senior Director

BYD America [SEP]
1800 S Figueroa St, Los Angeles, CA 90015
O: (213)-748-3980, ext [REDACTED] / C: [REDACTED]

This transmission (including any attachments) may contain confidential information, privileged material (including material protected by the solicitor-client or other applicable privileges), or constitute non-public information. Any use of this information by anyone other than the intended recipient is prohibited. If you have received this transmission in error, please immediately reply to the sender and delete this information from your system. Use, dissemination, distribution, or reproduction of this transmission by unintended recipients is not authorized and may be unlawful.

From: john.zhuang@byd.com
To: [Pal, Alex@CalOES](mailto:Pal,Alex@CalOES)
Subject: Accept: Cal OES check-in

john.zhuang@byd.com has accepted this meeting.

From: john.zhuang@byd.com
To: [Pal, Alex@CalOES](mailto:Pal,Alex@CalOES)
Subject: Accept: Cal OES check-in

john.zhuang@byd.com has accepted this meeting.

From: john.zhuang@byd.com
To: [Bollinger, Jennifer@CalOES](mailto:Bollinger,Jennifer@CalOES)
Subject: Accept: Sync Re Delivery Schedule and Amendment

john.zhuang@byd.com has accepted this meeting.

From: jane.wang1@byd.com
To: [Pal, Alex@CalOES](mailto:Pal,Alex@CalOES)
Subject: Accepted: Cal OES check-in

From: jane.wang1@byd.com
To: [Pal, Alex@CalOES](mailto:Pal,Alex@CalOES)
Subject: Accepted: Cal OES check-in

From: oscar.su@byd.com
To: [Pal, Alex@CalOES](mailto:Pal,Alex@CalOES)
Subject: Accepted: FW: Cal OES check-in

From: john.zhuang@byd.com
To: [Bollinger, Jennifer@CalOES](mailto:Bollinger,Jennifer@CalOES)
Subject: Accepted: Sync Re Delivery Schedule and Amendment

From: oscar.su@byd.com
To: [Bollinger, Jennifer@CalOES](mailto:Bollinger.Jennifer@CalOES)
Subject: Accepted: Sync Re Delivery Schedule and Amendment

From: oscar.su@byd.com
To: [Bollinger, Jennifer@CalOES](mailto:Bollinger.Jennifer@CalOES)
Subject: Accepted: Sync Re Delivery Schedule and Amendment

From: john.zhuang@byd.com
To: Bollinger, Jennifer@CalOES; Pal, Alex@CalOES
Subject: Amendment No. 1 to the Supply Agreement
Date: Wednesday, April 15, 2020 6:12:17 PM
Attachments: [image001.png](#)
[0048_200415180705_001.pdf](#)

Jennifer:

Please find attached the Amendment No. 1 to the Supply Agreement with Global's signature. I have expressed mailed you four original copies of the same. Please kindly execute all four copies and send us one scan of the fully executed document and express mail is two of the original executed copies.

Many thanks,
John



John Zhuang, Esq. / Counsel

BYD America
1800 S Figueroa St, Los Angeles, CA
(213) 748-3980 [REDACTED]

This e-mail contains information from BYD. The contents may be privileged and confidential and are intended for the use of the intended addressee(s) only. If you are not an intended addressee, note that any disclosure, copying, distribution, or use of the contents of this message is prohibited. If you have received this e-mail in error, please contact me at john.zhuang@byd.com.

AMENDMENT NO. 1 TO
EQUIPMENT MASTER SUPPLY PURCHASE ORDER AGREEMENT

This Amendment No. 1 to Equipment Master Supply Purchase Order Agreement ("Amendment No. 1") is made by and between Global Healthcare Product Solutions, LLC ("Seller") and California Governor's Office of Emergency Services ("Buyer") on April 13, 2020 (the "Effective Date").

RECITALS

WHEREAS, on April 7, 2020, Seller and Buyer entered into the Equipment Master Supply Purchase Order Agreement (the "MSA") for the purposes of Buyer purchasing from Seller surgical masks and N95 masks;

WHEREAS, this Amendment No. 1 entirely replaces the product specifications in Exhibit A "Product Specifications" of the MSA with the updated product specification attached hereunder; and,

WHEREAS, in accordance with Section 13 of the MSA, Seller and Buyer wish to amend the MSA by entirely replacing Exhibit A "Product Specifications" of the MSA with the updated Exhibit A "Product Specifications" attached hereunder.

AGREEMENT

Now, therefore, the parties agree as follows:

1. Exhibit A "Product Specifications" of the MSA is to be deleted and replaced in its entirety with the attached hereto Exhibit A of this Amendment No. 1.
2. The Recitals set forth above are incorporated herein by this reference.
3. This Amendment No. 1 shall be effective as of the Effective Date.
4. Except as expressly amended by this Amendment No. 1, all other provisions, terms and conditions of the MSA shall remain the same, in full force and effect, and are incorporated herein by this reference.

(Signature Page Follows)

The parties have executed this Amendment No. 1 as of the Effective Date written above.

Buyer:
California Governor's Office of Emergency Services

By: _____

Name: Mark Ghilarducci

Title: Director, Governor's Office of Emergency Services

Date:

Address: 3650 Schriever Avenue, Mather, CA 95655

Email: Mark.Ghilarducci@caloes.ca.gov

Phone: (916) 645-8510

Seller:
Global Healthcare Product Solutions, LLC

By:  _____

Name: Ke Li

Title: Authorized Representative

Date:

Address: 919 North Market Street, Suite 950, Wilmington, DE 19801

Email: contact@ghps.us

Phone: [REDACTED]

*(THE EXHIBIT A "PRODUCT SPECIFICATIONS" IN THE FOLLOWING PAGE WILL ENTIRELY
REPLACE THE EXHIBIT A "PRODUCT SPECIFICATIONS" IN THE MSA.)*

EXHIBIT A PRODUCT SPECIFICATIONS

Single-use Face Mask

SOFT & EASY TO BREATHE

Non-sterile



BYD CARE ❤️

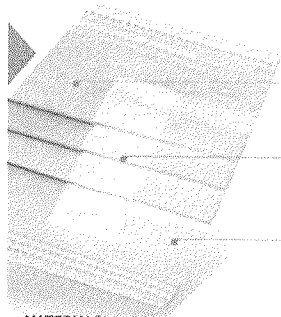
⊕ Use as
surgical mask

Application

Worn by personnel to cover the mouth, nose and chin, the mask provides a physical barrier to block exhalation or ejection of pollutants from mouth and nose.

Product Introduction

BYD Single-use Face Mask consist of three layers of nonwoven material:



- Outer Layer**
Blue surgical use
spunbond nonwoven
- Middle Layer**
Polypropylene melt-blown
nonwoven with pathogen filtering
- Inner Layer**
White surgical use
spunbond nonwoven

MATERIALS

This product consists of mask body, nose clip and ear loops. The mask is composed of three layers of filter material: The inner and outer covers are constructed from spunbond nonwoven fabric, for medical use. Polypropylene melt-blown nonwoven is layered between the inner and outer covers. The nose clip uses metal core plastic and the ear loops are made of nylon and spandex blended.
Non-sterile product, one-time use only.

Wearing Instructions



1. Hold the mask by the ear loops with the colored side facing outwards, and the nose bridge upwards, and place both ear loops around both ears.



2. Bend the nose clip to match the shape of the nose to prevent unfiltered air from entering.



3. Pull the mask to your chin to produce a tight seal.

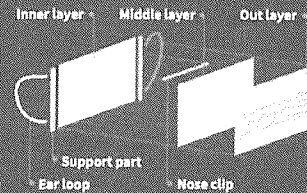
Single-use Face Mask

SOFT & EASY TO BREATHE (Non-sterile) (Only)



Product Specification

- 1 Mask length: ≥ 170 mm (6.69in.)
- 2 Mask expansion width: 165 mm (6.49in.). Post-stack width is 95 mm (3.74in.) with three stacks in the middle. Each stack width is not less than 10 mm (0.39in.). The nose clip is located on the upper edge of the mask, and the outside of the mask is darker in color.
- 3 The width of the support part is not more than 10 mm (0.39in.), and the position of the upper nose clip is not more than 16 mm (0.63in.).
- 4 Nose clip: length ≥ 80 mm (3.15in.); width approximately 3 mm (0.12in.)
- 5 Ear loop: 180 mm (7.09in.) in length and 3 mm (0.12in.) in diameter, composed of polyester, spandex and other materials, welded on the inner layer not more than 10 mm (0.39in.) from the edge.



Parameter of BYD Single-use Face Mask

Name	Parameter
Product name	Single-use Face Mask
Material	Spunbond nonwoven fabric (for surgical use), polypropylene melt-blown nonwoven, metal core plastic nose clip, polyester and spandex ear loops
Model	Flat
Size	175 mm \times 95 mm / 6.89in. \times 3.72in.
Product application scope and purpose	For protection against inhalation of pathogens and airborne liquid droplets
Expiration date	2 years after production
Packaging specification	10pcs/bag; 50pcs/box; 2000pcs/case
Storage	Store in a well-ventilated place with relative humidity below 80%; avoid high temperatures and exposure to flame.

WARNING !

- 1 The mask does not eliminate the risk of contracting any disease or infection.
- 2 Failure to properly use and maintain this product could result in illness or even death.
- 3 Only for one-time use, please destroy and dispose according to regulations after use.
- 4 Some materials in direct contact with the skin may cause allergic reactions or even anaphylaxis in sensitive individuals.
- 5 Please use within the validity period.
- 6 DO NOT use if package is damaged.
- 7 Please refer to the instructions before use.
- 8 For adult use only.
- 9 Do not wash.

All information presented in this document is based on the latest data available at the time of printing. BYD reserves the right to make changes at any time without prior notice.

Approval and Standard

BYD Single-use Face Mask are manufactured in accordance with industry recommended standards YY 0469-2011

Product model: FE2311 FDA product code QKR Australia TGA ARTG 332299 ASTM F-2100 Level 2

EN 14683 Type II

Distributed by Global Healthcare Product Solutions, LLC
1800 S. Figueroa Street, Los Angeles, CA 90015
1(800)293-2886 www.byd.care Made in China



Scan and visit
BYD Care website



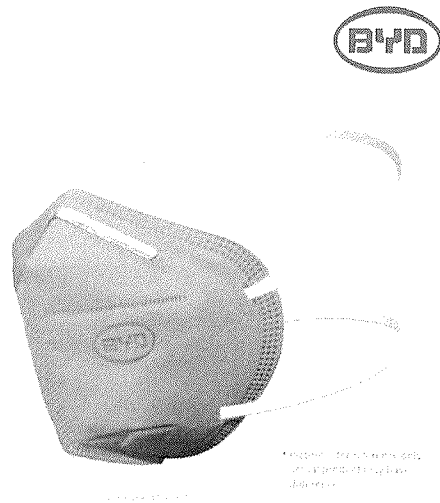
Scan and download
BYD Care app

N95 Respirator (Surgical Mask)

Foldable Non-sterile NY

BYD CARE 

- ⊕ Very close facial **fit**
- ⊕ $\geq 95\%$ filtrations efficiency against solid and liquid aerosols free of oil.



Description

The N95 Respirator (Surgical Mask) is designed to help provide respiratory protection for the user. This product has a filter efficiency of 95% or greater against solid and liquid aerosols free of oil. This product contains no components made from natural rubber latex.

Use instructions

- Suitable for protecting the mouth, nose, and chin to airborne particles, and block liquid aerosols, blood, body fluids, and secretions
- For adult use only.
- Do not wash.
- Store in a cool, dry, clean place away from fire and contamination.
- Store between -20°C and 38°C (-4°F and 100°F) with relative humidity below 80%.
- Expiration date: 2 years after production.

3-Step check before use

1. Do not use if the packaging has been opened or damaged.
2. Check if the elastic bands are in good condition and are not damaged.
3. Check that the metallic strip is not broken.

Wearing instructions

1. Unfold the mask and hold it with both hands, with the metallic strip facing up.
2. Place elastic bands around the neck and head respectively. Put the mask against your face covering both nose and mouth.
3. Adjust the metallic strip over the bridge of the nose by using two fingers to press down until achieving a close fit.
4. Perform a fit test according to instructions.



Fit test

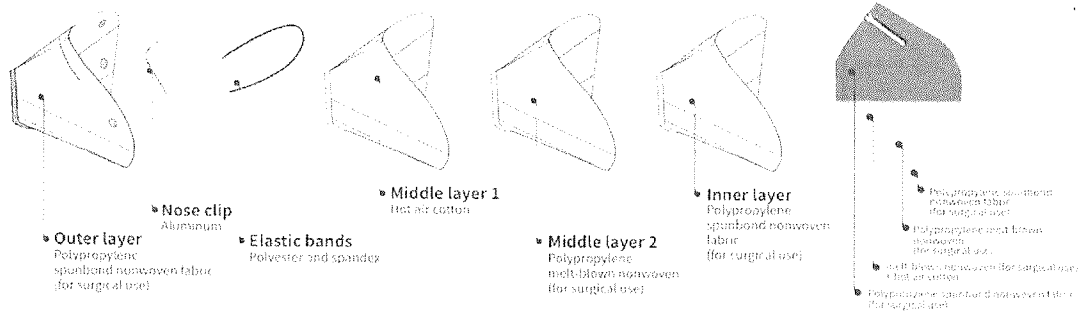
1. Place both hands over the mask.
2. Take a deep breath and hold your breath for a few seconds, making sure the mask collapses inward as you inhale.
3. Then exhale and hold your breath for a few seconds, making sure the mask bulges outward as you exhale.
4. If air leaks, reposition the mask, tighten the metallic strip and reposition the elastic bands for a better fit. Follow steps 1-3 again until a tight seal has been achieved.
5. Masks that have passed the fitting test are now safe to use.
6. Facial hair or other facial features may prevent the mask from achieving a proper fit. If a tight seal is not achievable, please DO NOT use this product.
7. If you experience difficulty breathing, dizziness, or other symptoms, leave the contaminated area immediately.

N95 Respirator(Surgical Mask)

Foldable (Non-sterile) (Qty)



Specifications



Name	Parameter
Product name	N95 Respirator (Surgical Mask)
Material	Polypropylene spunbond nonwoven fabric (for surgical use), Polypropylene melt-blown nonwoven (for surgical use), hot air cotton, Polypropylene spunbond nonwoven fabric (for surgical use), Polyester and spandex fabric elastic bands, Aluminum nose clip
Product model	DE2322
Packaging specification	1pc per bag; 50pcs per box; 1000pcs per carton
	GB 19083-2010 standard

WARNINGS

1. The mask does not eliminate the risk of contracting any disease or infection.
2. Improper use may lead to illness and even death.
3. Use this product immediately after the package is opened.
4. DO NOT sleep while wearing the mask.
5. Avoid hand contact within the interior part of the mask.
6. DO NOT use masks if they expired.
7. For one-time use only. Dispose the mask according to regulations.
8. DO NOT use if the package is damaged.
9. This N95 respirator is authorized for distribution under FDA Emergency Use Authorization only for the duration of the declaration that circumstances exist justifying the authorization of the emergency use of N95 respirators under section 564 of the Act, 21 U.S.C. 5 360bbb-3, unless the authorization is terminated or revoked sooner.



Time use limitation

If the mask becomes damaged, soiled, or breathing becomes difficult, leave the contaminated area and replace and refit the new mask.

Important notice

To the extent permitted by law, BYD shall not be liable for any loss or damage including any loss of business, loss of profits, or for any indirect, special, incidental or consequential loss or damage arising from reliance upon any information herein provided by BYD. Nothing in this statement will be deemed to exclude or restrict BYD's liability for death or personal injury arising from its negligence.

Distributed by Global Healthcare Product Solutions, LLC
1800 S. Figueroa Street, Los Angeles, CA 90015
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BYD Care app

From: oscar.su@byd.com
To: [Medigovich, Mitchell@CalOES](mailto:Medigovich.Mitchell@CalOES)
Cc: [Shell, Angela@DGS](mailto:Shell,Angela@DGS)
Subject: BYD Mask--KN95 and N95
Date: Friday, April 3, 2020 9:38:16 PM
Attachments: [image001.png](#)

Hi Mitch,

When we were having the con-call this afternoon, it was mentioned that you might purchase 2-5million KN95 from BYD. can you please let me know what the next step will be. Thank you.



Oscar Su / Senior Director

BYD America 

1800 S Figueroa St, Los Angeles, CA 90015

O: (213)-748-3980, ext  / C: 

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From: oscar-su@byd.com
To: ste-lu@byd.com; nancy.liu@byd.com; john.zhuang@byd.com; Boilinger_Jennifer@CalOES
Subject: Cal State & BYD--Mask Supply

Oscar Su is inviting you to a scheduled Zoom meeting.

Join Zoom Meeting

[REDACTED]

Meeting ID: [REDACTED]

One tap mobile
[REDACTED] US (San Jose)
[REDACTED] US (Houston)

Dial by your location
[REDACTED] (San Jose)
[REDACTED] (Houston)
[REDACTED] (Chicago)
[REDACTED] (New York)

Meeting ID: [REDACTED]

Find your local number [REDACTED]

From: oscar.su@byd.com
To: trevor@frontlinesupport.org; [Ghilarducci, Mark@CalOES](mailto:Ghilarducci_Mark@CalOES); [Curry, Christina@CalOES](mailto:Curry_Christina@CalOES); [Medigovich, Mitchell@CalOES](mailto:Medigovich_Mitchell@CalOES); [Bollinger, Jennifer@CalOES](mailto:Bollinger_Jennifer@CalOES); [Pal, Alex@CalOES](mailto:Pal_Alex@CalOES); stella.li@byd.com; nancy.liu@byd.com
Cc: "Shige Honjo"; bryson@frontlinesupport.org; "Fan Dai"; "Jamie Gardner"
Subject: CalOES and BYD--Mask Supply
Date: Friday, April 3, 2020 7:43:09 AM

Thank you Trevor.

Dear Mark, and CalOES team,

I know below message from Stella had been forwarded to you. I am just re-posting here in this email chain and get all the message and discussion start here.

Looking forward to the discussion at 1pm today.

Here is our proposal for State of California to reserve dedicate production for below volume. We forecast it will still be big mask shortage globally. It is important to have this lock down asap by tomorrow 4/3 . That we will have enough time to build these capacity and reserve the raw materials for you. FEMA already done the facility audit on us.

May

N95 -----150m

Surgical Mask – 50M

June

N95 ----- 150M

Surgical Mask –50M

July

N95 ----- 150M

Surgical Mask – 50M

August

N95 ---- 100M

Surgical Mask --- 50M

We will cover all the machinery investment and lock down all the raw materials supply. California State will make 50% prepay of the total volume. Rest of money will be paid every week before you pick up the goods for that week.

Price is EXW BYD [REDACTED] or BYD [REDACTED] facility Pick up Factory pick up :

Surgical mask \$0.35/ pcs

KN95 : \$2.78/PCS

N95 : \$2.88 / PCS

If we could not make the commit volume to you. We will refund the prepaid portion back to you.

Here is also the link about the BYD masks, including specs/ certificates/ testing report.

[REDACTED]

feel free to let us know if you have any questions.

Oscar Su

Senior Director | BYD America

Office: 213.748.3980 | Mobile [REDACTED]

1800 S Figueroa St, Los Angeles, CA 90015

www.byd.com | oscar.su@byd.com

From: trevor@frontlinesupport.org [mailto:trevor@frontlinesupport.org]

Sent: Thursday, April 2, 2020 9:06 PM

To: mark.ghilarducci@caloes.ca.gov; christina.curry@caloes.ca.gov;

Mitchell.Medigovich@CalOES.ca.gov; jennifer.bollinger@caloes.ca.gov; alex.pal@caloes.ca.gov;
stella.li@byd.com; oscar.su@byd.com; nancy.liu@byd.com

Cc: 'Shige Honjo' <shige@frontlinesupport.org>; bryson@frontlinesupport.org; 'Fan Dai'
<fandai@frontlinesupport.org>; 'Jamie Gardner' <jamie@frontlinesupport.org>

Subject: Connecting Everyone

CalOES and BYD,

Connecting you all on the same thread so everyone has each other's emails. BYD I have shared your proposal with the CalOES team who are looking forward to the call tomorrow at 1pm PST. Some of the core Frontline Support team members are on the CC line and are available to help support as needed.

Best,

Trevor Houser

Frontline Support

647 4th Street

Oakland, CA 94607

+ [REDACTED]

trevor@frontlinesupport.org

From: john.zhuang@byd.com
To: Bollinger_Jennifer@CalOES; john.zhuang@byd.com
Cc: junei.chen@byd.com
Subject: California - Global Healthcare Product Solutions Master Supply Agreement
Date: Friday, April 3, 2020 2:23:36 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[MASTER SUPPLY AGREEMENT Health Products California \(v1 BYD Clean\).docx](#)
[MSA PURCHASE ORDER Health Products California \(v1 BYD Clean\).xlsx](#)

Hi Jennifer:

It's a pleasure to meet you over e-mail. I've taken the liberty of taking some of our other teammates to BCC in order to free up their inboxes. As discussed, please find attached our standard master supply agreement, approved by our HQ, that we've been executing with public and private entities around the United States for the sale of masks and related healthcare equipment. I've added an additional Schedule D to the MSA to discuss terms specific to our current transaction – i.e., production reservation fee and large volume commitments. In the interest of time, I've left date, dollars, and other variable blank for now. I will work on filling those figure in throughout today and tomorrow, but wanted to get you the template first.

Jennifer, we're excited to work with you and look forward to finalizing this Agreement soon. I've also copied my colleague Junei Chen from our legal department to this email chain so that she can also support our efforts. My contact information is below. Please don't hesitate to contact me should you need anything at all. I've available at your disposal at all hours. In an effort to stay aligned during this short runway, I would greatly appreciate it if I could also have your cellphone number. Many thanks!

Best regards,

John Zhuang, Esq.

M: [REDACTED] (feel free to call or text)

E: john.zhuang@byd.com

From: John Zhuang <john.zhuang@byd.com>

Date: Friday, April 3, 2020 at 2:08 PM

To: Stella Li <stella.li@byd.com>, "trevor@frontlinesupport.org" <trevor@frontlinesupport.org>, "mark.ghilarducci@caloes.ca.gov" <mark.ghilarducci@caloes.ca.gov>, "christina.curry@caloes.ca.gov" <christina.curry@caloes.ca.gov>, "Mitchell.Medigovich@CalOES.ca.gov" <Mitchell.Medigovich@CalOES.ca.gov>, "jennifer.bollinger@caloes.ca.gov" <jennifer.bollinger@caloes.ca.gov>, "alex.pal@caloes.ca.gov" <alex.pal@caloes.ca.gov>, Oscar Su <oscar.su@byd.com>, Nancy Liu <nancy.liu@byd.com>

Cc: 'Shige Honjo' <shige@frontlinesupport.org>, "bryson@frontlinesupport.org"

<bryson@frontlinesupport.org>, 'Fan Dai' <fandai@frontlinesupport.org>, 'Jamie Gardner' <jamie@frontlinesupport.org>

Subject: Re: Connecting Everyone

Thank you, Stella and Trevor.

Mark, Jennifer, and team:

It was a pleasure to meet you over the phone. Jennifer, as discussed, I will send you our template master supply agreement for your review in the email subsequent to this email. Please feel free to reach out and further discuss the matter any time if you wish. Per Stella, our factory needs to know our confirmed next steps very soon in order to achieve our goals here, to that end we're targeting tomorrow night as the due date for the signing of this Agreement.

Best,
John



John Zhuang, Esq. / Counsel

BYD America

1800 S Figueroa St, Los Angeles, CA
(213) 748-3980 [REDACTED]

This e-mail contains information from BYD. The contents may be privileged and confidential and are intended for the use of the intended addressee(s) only. If you are not an intended addressee, note that any disclosure, copying, distribution, or use of the contents of this message is prohibited. If you have received this e-mail in error, please contact me at john.zhuang@byd.com.

From: Stella Li <stella.li@byd.com>

Date: Friday, April 3, 2020 at 2:03 PM

To: "trevor@frontlinesupport.org" <trevor@frontlinesupport.org>,
"mark.ghilarducci@caloes.ca.gov" <mark.ghilarducci@caloes.ca.gov>,
"christina.curry@caloes.ca.gov" <christina.curry@caloes.ca.gov>,
"Mitchell.Medigovich@CalOES.ca.gov" <Mitchell.Medigovich@CalOES.ca.gov>,
"jennifer.bollinger@caloes.ca.gov" <jennifer.bollinger@caloes.ca.gov>,
"alex.pal@caloes.ca.gov" <alex.pal@caloes.ca.gov>, Oscar Su <oscar.su@byd.com>, Nancy Liu <nancy.liu@byd.com>

Cc: 'Shige Honjo' <shige@frontlinesupport.org>, "bryson@frontlinesupport.org" <bryson@frontlinesupport.org>, 'Fan Dai' <fandai@frontlinesupport.org>, 'Jamie Gardner' <jamie@frontlinesupport.org>, John Zhuang <john.zhuang@byd.com>

Subject: RE: Connecting Everyone

Dear Trevor

Thank you. I add John here.

Dear Mark and All the team

Thank you so much for the call today. John will work with Jennifer today and target to have our contract to be in place by end of tomorrow.

If you have any questions, please feel free to reach me at my cell [REDACTED] If need, we could have another conference call tomorrow to finalize everything.

Thank you for your trust. You could count on us.

Stay safe and have a nice weekend.

Stella Li | President | BYD Motors Inc.

1800 Figueroa, Los Angeles, CA90015

Toll Free:1-800-BYD-Auto

Tell:213-748-3980

Fax:213-748-3945

<http://www.byd.com>

Visit us, Follow us on   

From: trevor@frontlinesupport.org [mailto:trevor@frontlinesupport.org]

Sent: 2020年4月2日 21:06

To: mark.ghilarducci@caloes.ca.gov; christina.curry@caloes.ca.gov;
Mitchell.Medigovich@CalOES.ca.gov; jennifer.bollinger@caloes.ca.gov; alex.pal@caloes.ca.gov;
stella.li@byd.com; oscar.su@byd.com; nancy.liu@byd.com

Cc: 'Shige Honjo'; bryson@frontlinesupport.org; 'Fan Dai'; 'Jamie Gardner'

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Best,

Trevor Houser

Frontline Support

th

647 4 Street
Oakland, CA 94607

+ [REDACTED]

trevor@frontlinesupport.org

EQUIPMENT MASTER SUPPLY AGREEMENT

This Equipment Master Supply Agreement (hereinafter "Agreement" or "MSA") is entered into on the ____ day of _____, 2020, by and between Global Healthcare Product Solutions, LLC, a Delaware limited liability company, with the registered address of 919 North Market Street, Suite 950, Wilmington, DE 19801 ("Seller") and _____, a _____, with the registered address of _____ ("Buyer").

RECITAL

WHEREAS, in 2020, the State of California (the Buyer), the United States, and multiple key continents around the world are combating the rapid spread of the deadly pandemic known as the Novel Coronavirus or COVID-19 (the "Pandemic");

WHEREAS, the Seller makes and sells certain equipment used in the healthcare industry, including surgical masks, KN95 masks, hand sanitizers, infrared thermometers, and other products;

WHEREAS, the Seller's equipment is vital to reducing mitigating the spread of the Pandemic;

WHEREAS, the Buyer desires to procure large quantities of certain subsets of Seller's healthcare industry equipment, including, without limitations, surgical masks and KN95, in order to use the products to combat the Pandemic in California;

WHEREAS, the Seller desires to and is currently capable of making and selling the equipment to Buyer in ordinary commercial quantities, but for large volume orders, the Seller currently does not have the production capacity to fulfill Buyer's volume requirements; and,

WHEREAS, in order to induce Seller to increase equipment production capacity and in order to ensure that Buyer has the opportunity to procure sufficient quantities of equipment from Seller, the Buyer and Seller shall agree as follows: (i) Buyer shall pay Seller a reservation fee so that Seller can reserve equipment production capacity for Buyer's equipment orders; and, (ii) the parties will agree to firm and binding large volume equipment procurement commitments expressly stated herein, all subject to the terms and conditions in this Agreement.

AGREEMENT

NOW, THEREFORE in consideration of the foregoing and the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **EQUIPMENT.** Seller agrees to sell to Buyer and Buyer agrees to buy from Seller the Seller equipment ("Equipment") specifically described in Schedule A "List of Seller Equipment Available for Sale", subject to this Agreement and the applicable purchase order ("Purchase Order" or "PO"). The parties hereby agree that any order made by Buyer of any of the Equipment listed in Schedule A shall only be effectuated by a mutually signed Purchase Order substantially in the form of the purchase order attached to Schedule B "Form of Purchase Order". For the avoidance of doubt, every order of Equipment between the parties hereto following the execution of this MSA shall be governed by this MSA, and the requirement shall apply even in the event that an order for Equipment is not documented in a PO.

(a) For the avoidance of doubt, the parties agree to be bound to the terms and conditions in this Agreement including all of its Schedules, and expressly including Schedule D "Equipment Reservation Fee and Procurement Volume Commitments".

2. **PURCHASE ORDER.** Buyer shall pay Seller all fees, payments, costs and expenses in strict accordance to the applicable PO and Buyer understands that this payment obligation is a condition precedent to any of Seller's obligations under this MSA or the applicable PO. Following payment, Seller

shall deliver the Equipment to Buyer and, as applicable, perform any other duties in accordance to this MSA and the applicable PO. All executed POs shall become a part of this Agreement and shall be appended to this Schedule C "List of Executed Purchase Orders".

3. **PAYMENT.** As a condition precedent to any of Seller's obligations under this Agreement or any Purchase Order, Buyer shall pay Seller One Hundred Percent (100%) of the total purchase price of the Purchase Order no later than One (1) business day after the execution date of the Purchase Order. Buyer shall make payment by bank wire transfer to the bank account below:

Receiving Bank: [REDACTED]
Bank Address: [REDACTED]
Beneficiary: Global Healthcare Product Solutions, LLC
Beneficiary Address: 1800 S. Figueroa Street., Los Angeles, CA 90015
Bank Account Number: [REDACTED]
Bank Routing Number (Domestic Wires) [REDACTED]

4. **DELIVERY; ACCEPTANCE.** Delivery. The delivery schedule for each PO shall be stated in the PO. Seller may at its sole discretion unilaterally change the delivery schedule or cancel the PO for any legitimate business reason. Acceptance. The Equipment ordered by Buyer is deemed to be accepted by Buyer when Buyer (or its personnel, representative, or agent) signs the delivery note or otherwise consents to the delivery. Once accepted, Buyer shall not under any circumstances have the right to return or exchange the products ordered hereunder. Notwithstanding anything else herein, all sales hereunder are final.

5. **TERM; TERMINATION.** This Agreement shall commence upon the full execution of this Agreement and shall continue until the valid exercise of an applicable termination right. If there are no pending or unfulfilled Purchase Orders outstanding, Seller may at its sole discretion, and without any further liability or penalty, terminate this Agreement by sending written notice of termination to Buyer.

6. **FEES AND TAXES.** Buyer agrees to pay when due all fees, sales and use taxes, and other charges, however designated, now or hereafter levied or based upon the purchase, rental, ownership, use, possession, leasing, operation, control, maintenance or sale of the Equipment, whether or not paid or payable by Seller (excluding Seller's net income, franchise and business and occupation taxes).

7. **FORCE MAJEURE.** If Seller is unable perform its obligations under this Agreement or Purchase Order because of an act of God or the occurrence of another event beyond its reasonable control ("Force Majeure Event"), Seller shall not be liable for any damages to Buyer arising from the Force Majeure Event and Seller's performance obligations hereunder shall be suspended until the Force Majeure Event is over. If a Force Majeure Event substantially delays delivery of the Equipment ordered hereunder, Seller may at its sole discretion allow Buyer to receive a refund on the purchase price already paid by Buyer less Seller's reasonable and documented costs. Under no circumstances shall this paragraph excuse Buyer's obligation to pay the purchase price.

8. **EQUIPMENT WARRANTY; LIABILITY.** To the maximum extent permitted by law, the parties agree as follows: (1) Liability. Seller's maximum liability (however caused) arising from this Agreement and any applicable PO or applicable sale shall in no event exceed all amounts actually paid by Buyer to Seller for the applicable PO or sale; (2) Consequential Damages. In no event shall Seller be liable for any consequential, special, incidental, indirect, or punitive damages, including without limitation lost profits, whether the claim is based on contract, tort, strict liability, or any other theory of law or equity, even if advised of the possibility of such damages; and, (3) Warranty. Outside of the product specifications (if any) expressly provided for in writing in or on each Equipment sold hereunder ("Limited Warranty"), Seller (a) makes no warranties or representations, either expressed or implied, as to the Equipment (or any of the Equipment's parts or accessories) provided for under this Agreement or any applicable PO or any applicable sale and (b) makes no warranty of merchantability or fitness of the Equipment provided for under this Agreement or any applicable PO or any applicable sale for any particular purpose. The

Equipment provided for under this Agreement or any applicable PO or any applicable sale is being provided from Seller on an "as-is" basis.

9. CONFIDENTIALITY; PUBLICITY. This Agreement, all POs, and the Equipment all contain Seller's confidential information and proprietary trade secrets ("Confidential Information"). Accordingly, Buyer shall not disclose Seller's Confidential Information, including the existence or contents of the Agreement or PO to any third party without the Seller's express prior written approval. Furthermore, neither party shall make any public statements relating to this Agreement without the other party's express prior written approval.

10. REGULATORY COMPLIANCE. Outside of Equipment compliance disclosures (if any) expressly stated in the Equipment Limited Warranty, Buyer is solely responsible for ensuring that the Equipment (and any subsequent transfers thereof) complies with local or regional laws, regulations, or requirements, including, without limitation, any emergency mandates enacted in response to the 2020 COVID-19 outbreak or, if Buyer intends to resell the Equipment, any regional anti-price gouging laws, and Buyer shall indemnify and hold harmless Seller from any third party claims (threatened or actual), investigations, damages, losses, or costs arising out of or relating to Buyer's violation of, alleged violation of, or failure to follow such laws, regulations, or requirements.

11. ENTIRE AGREEMENT; WAIVER. This Agreement and all executed Purchase Orders for the Equipment constitute the entire agreement of the parties hereto. All prior agreements, whether oral or in writing, are superseded. No waiver or modification of this Agreement or any the Purchase Orders shall be effective unless in writing and signed by both parties. No waiver or delayed enforcement by Seller of any obligation of Buyer under this Agreement shall be deemed a waiver of Seller's right to subsequent or other full and timely performance.

12. BINDING ON SUCCESSORS AND PERMITTED ASSIGNS. This Agreement shall be binding upon and inure to the benefit of any successors and permitted assigns of the parties hereto.

13. NOTICES. All notices and payments shall be mailed via registered mail (with a carbon copy sent via e-mail) to the respective parties at the addresses set forth in the signature block, or such other address as a party may provide to the other party in writing.

14. GOVERNING LAW; DISPUTE RESOLUTION. This Agreement shall be interpreted and construed solely in accordance with the laws of the State of California without regard to its choice of law principles. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall exclusively be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The place of arbitration shall be Los Angeles, California. The number of arbitrator(s) shall be one (1). Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator shall be entitled to issue injunctive and other equitable relief. A party may apply to any court with jurisdiction for interim or conservatory relief, including without limitation a proceeding to compel arbitration. The parties agree to arbitrate all disputes arising from this Agreement on an individual basis (and in strict accordance to this paragraph) and each party waives the right to participate in a class action lawsuit against the other party.

15. HEADINGS. Headings at the beginning of each section are solely for the convenience of the parties and shall not be considered when interpreting this Agreement.

16. SEVERABILITY. If any of the provisions of this Agreement are prohibited by or held invalid under applicable laws or regulations of any jurisdiction in which this Agreement is sought to be enforced, then that provision shall be considered inapplicable and omitted but shall not invalidate the remaining provisions.

17. SURVIVAL. Provision 8 (Equipment Warranty; Liability), Provision 9 (Confidentiality; Publicity), Provision 10 (Regulatory Compliance), Provision 11 (Entire Agreement; Waiver), Provision 12 (Binding on

Successors and Permitted Assigns), Provision 13 (Notice), Provision 16 (Severability), Provision 14 (Governing Law; Dispute Resolution), and, this Provision 17 (Survival) shall survive any termination of this Agreement.

(Signature Page Follows)

BY SIGNING BELOW, BOTH PARTIES HERETO ACCEPTS THE TERMS AND CONDITIONS OF THIS AGREEMENT.

BUYER:

By: _____
(Signature)

Name:

Title:

Date:

Address:

E-mail:

Phone:

SELLER:

By: _____
(Signature)

Name:

Title:

Date:

Address:

E-mail:

Phone:

SCHEDULE A
LIST OF SELLER EQUIPMENT AVAILABLE FOR SALE

[*]

SCHEDULE B FORM OF PURCHASE ORDER

Global Healthcare Product Solutions LLC: Purchase Order										
Equipment Purchase Order #:					Issue Date:					
Item	Product	Quantity	Unit	Unit Price	Tax Rate	(Unit Price +Tax)	Total Item Price	Approx Delivery Date	Delivery Terms	Delivery Location
Total Payment Amount Due:										
ALL PAYMENTS HEREUNDER MUST BE MADE NO LATER THAN 1 BUSINESS DAY AFTER THE EXECUTION OF THIS PO. FULL PAYMENT IS A CONDITION PRECEDENT TO SELLER S PERFORMANCE OF ITS OBLIGATIONS. ALL DELIVERY DATES ARE APPROXIMATE. THIS PO IS SUBJECT TO THE AVAILABILITY OF SELLER S SUPPLY OF THE EQUIPMENT. THIS PO IS STRICTLY SUBJECT TO THE 2020 EQUIPMENT MASTER SUPPLY AGREEMENT EXECUTED BETWEEN THE PARTIES.										
Agreed to and Accepted by:										
Buyer: [BUYER]					Seller: Global Healthcare Products Solution LLC					
By					By					
Signature					Signature					
Name					Name					
Title					Title					
Date					Date					
Phone					Phone					
Email					Email					
Address					Address					

SCHEDULE C
LIST OF EXECUTED PURCHASE ORDERS

(executed purchase orders, if any, should be attached to this Agreement after this page)

SCHEDULE D
EQUIPMENT RESERVATION FEE AND PROCUREMENT VOLUME COMMITMENTS

1. Incorporation of Recitals. The recitals on the first page of this Agreement are hereby incorporated into this Agreement as if fully set forth herein.
2. Scope of Commitments. In order to induce Seller to increase Equipment production capacity and in order to ensure that Buyer has the opportunity to procure sufficient quantities of Equipment from Seller, Buyer and Seller shall agree as follows:
 - (i) In accordance with Section 3 "Reservation Fee" of this Schedule D, Buyer shall pay Seller a reservation fee so that Seller can reserve Equipment production capacity, procure equipment, procure the bill of materials, and procure the workforce for Buyer's large volume Equipment order; and,
 - (ii) In accordance with Section 4 "Procurement Commitments (including Volume and Delivery Timeline)" of this Schedule D, the parties shall agree to firm and binding large volume Equipment procurement commitments stated therein.
3. Reservation Fee. [*]
4. Procurement Commitments (including Volume and Delivery Timeline). [*]
5. Condition Precedent. Seller's full performance of its obligations hereunder are a condition precedent to Buyer's performance of Buyer's obligations.

Global Healthcare Product Solutions LLC: Purchase Order

Equipment Purchase Order #: _____

Issue Date: _____

Item	Product	Quantity	Unit	Unit Price	Tax Rate	(Unit Price +Tax)	Total Item Price	Approx Delivery Date	Delivery Terms	Delivery Location

Total Payment Amount Due: _____

ALL PAYMENTS HEREUNDER MUST BE MADE NO LATER THAN 1 BUSINESS DAY AFTER THE EXECUTION OF THIS PO. FULL PAYMENT IS A CONDITION PRECEDENT TO SELLER'S PERFORMANCE OF ITS OBLIGATIONS. ALL DELIVERY DATES ARE APPROXIMATE. THIS PO IS SUBJECT TO THE AVAILABILITY OF SELLER'S SUPPLY OF THE EQUIPMENT. THIS PO IS STRICTLY SUBJECT TO THE 2020 EQUIPMENT MASTER SUPPLY AGREEMENT EXECUTED BETWEEN THE PARTIES.

Agreed to and Accepted by:

Buyer: [BUYER]

Seller: Global Healthcare Products Solution LLC

By _____

By _____

Signature

Signature

Name
Title
Date
Phone
Email
Address

Name
Title
Date
Phone
Email
Address

From: john.zhuang@byd.com
To: [Bollinger, Jennifer@CalOES](mailto:Bollinger_Jennifer@CalOES); [Pal, Alex@CalOES](mailto:Pal_Alex@CalOES)
Subject: Call re: Closing Procedure and Form Purchasing Authority Purchase Order STD. 65 (Rev. 03/2020)
Date: Tuesday, April 7, 2020 1:05:35 AM
Attachments: [image001.png](#)

Hi Jennifer:

Thanks for the call just now. As confirmed on our call:

- The parties come to a final agreement tomorrow on the MSA and its exhibits.
- Thereafter, each party will wet sign three sets of the required signature pages.
- The attorneys will combine a scan of each party's signature pages with a pdf of the final agreement.
- This pdf will serve as the definitive executed agreement.
- We will also send each other a set of the wet signature pages via traditional mail.
- Both parties will also review and sign Form Purchasing Authority Purchase Order STD. 65 (Rev. 03/2020), which is required by the State to effectuate payment from the State.
- Our mutual understanding is that Form Purchasing Authority Purchase Order STD. 65 (Rev. 03/2020) does not contain any terms that would add to or modify the executed MSA.

Let me know if I got anything wrong here and I'm happy to further discuss as always.

Best,
John



John Zhuang, Esq. / Counsel

BYD America

1800 S Figueroa St, Los Angeles, CA
(213) 748-3980 [REDACTED]

This e-mail contains information from BYD. The contents may be privileged and confidential and are intended for the use of the intended addressee(s) only. If you are not an intended addressee, note that any disclosure, copying, distribution, or use of the contents of this message is prohibited. If you have received this e-mail in error, please contact me at john.zhuang@byd.com.

From: stella.li@byd.com
To: Ghilarducci, Mark@CalOES
Subject: Consul General Zhang Ping Letter (4-20-20)-1.docx
Date: Monday, April 20, 2020 8:55:50 PM
Attachments: [Consul General Zhang Ping Letter \(4-20-20\)-1.docx](#)
[ATT00001.txt](#)

Dear Mark

this is the draft letter for your reference. Please edit as you wish !

thanks

April XX, 2020

Consul General Zhang Ping
Consulate-General of the People's Republic of China in Los Angeles
500 Shatto Place, 3rd Floor
Los Angeles, CA 90020

Re: Personal Protective Equipment

Dear Consul General Zhang:

Our state and your nation are bound by historic ties that reach back well over a century. As we work to address COVID-19, our common humanity is tied together now more than ever.

One particularly meaningful example of how the strong ties between California and China are working to improve civilization is BYD. China gave birth to BYD, but we here in California are equally as proud to have BYD's North American headquarters in Los Angeles and zero emission vehicle manufacturing in Lancaster.

As California engaged in a comprehensive effort to identify sources of personal protective equipment (PPE), which is so critical to protecting our healthcare workforce and our residents, we were extremely pleased to see that BYD was able to transform its manufacturing facilities to produce PPE during this crisis. BYD was able to offer masks that meet the state's requirements at competitive rates and provide a pipeline of supply that simply could not be matched. BYD's ability to meet California's need for masks will be an integral part of our state's ability to address this virus head on.

We know that our Lieutenant Governor, Eleni Kounalakis, has been in contact with you about BYD's role in supplying PPE to California and we would like to express our thanks for the work that you have done with her. We hope to build upon those conversations and discuss with you how best to strengthen the logistics chain that transports PPE from China to California, including the PPE being produced by BYD in [REDACTED] and [REDACTED]. Ensuring that the movement of PPE remains efficient and timely is an area that I believe your office can help to facilitate.

We would like to follow up on the Lieutenant Governor's outreach by having a direct conversation with you about the logistics associated with delivery of the BYD masks to California. Thank you.

Sincerely,

From: stella.li@byd.com
To: Ghilarducci, Mark@CalOES
Subject: Contract close
Date: Monday, April 6, 2020 9:51:40 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)

Dear Mark

So glad that our contract is ready to sign by tomorrow. Our team is finalizing all the final spec. / Price & delivery schedule / clean version of contract now. Should be done in next one hour. I apologized that Oscar created some confusion on the excel sheet – the total amount is same, just unit price for the prepaid portion should mark as half to avoid confusion. As I understand, everything is fine for your team and our team now. We could open champagne tomorrow morning at our conference call. If you hear anything different, please feel free to call me at my cell: [REDACTED]




Same times, I would like to give you several high level briefing:

1. NIOSH Certification: [REDACTED]
[REDACTED]
[REDACTED]
2. Factory audit. FEMA team [REDACTED]
[REDACTED] They together may plan another audit to our facility. Your team are welcome to join them, that will help to build your confidence on BYD production. If this is not doable. They should be able to share the audit report with you.
3. Logistic : We are engaging [REDACTED] to book their daily flight from [REDACTED] to [REDACTED] (they have this existing route) from May to June end. They did not have routes from [REDACTED] to [REDACTED] Same times, we will add 4 cargo per week fly to [REDACTED] Then we will use truck to delivery to [REDACTED] or other place you like.
4. I will get N95 samples this weekend. Will send to you next week.

Mark, please feel free to call me any time you have questions.

Warmest regards.

Stella Li | President | BYD Motors Inc.
1800 Figueroa, Los Angeles, CA90015
Toll Free:1-800-BYD-Auto
Tell:213-748-3980
Fax:213-748-3945
<http://www.byd.com>

Visit us, Follow us on   

From: Bill.Simonson@dgs.ca.gov on behalf of [Sean Li-BYD](#)
To: [Johnson, William@CDPH](mailto:Johnson.William@CDPH); [Hacker, Chris@CalOES](mailto:Hacker.Chris@CalOES)
Subject: FW: BYD-California"s Large Shipments of Commodities-Via Golden Bridge Logistics
Attachments: [Delivery Schedule--Cal State.xlsx](#)

CAUTION: This email originated from a NON-State email address. Do not click links or open attachments unless you are certain of the sender's authenticity.

-----Original Appointment-----

From: Sean Li-BYD <xinyu.li@byd.com>
Sent: Tuesday, April 21, 2020 12:29 PM
To: Sean Li-BYD; Simonson, Bill@DGS; jbgross@ups.com; 'Charles [REDACTED] UPSUSSTATEOFCALIFORNIA TRANSPORTATION@ups.com; 'Daniel [REDACTED] 'Presia [REDACTED] 'Monica [REDACTED] 'Cecilia [REDACTED] oscar su@byd.com; JDRagains@ups.com; matthewday@ups.com; JAnguiano@ups.com; nolysreyes@ups.com; diegomaldonado@ups.com
Subject: BYD-California's Large Shipments of Commodities-Via Golden Bridge Logistics
When: Tuesday, April 21, 2020 1:00 PM-1:30 PM (UTC-08:00) Pacific Time (US & Canada).
Where: ZOOM [REDACTED]

CAUTION: This email originated from a NON-State email address. Do not click links or open attachments unless you are certain of the sender's authenticity.

Hi All

I will set up the Zoom meeting at 1 PM today <<...>>

Meeting ID is [REDACTED]

The Agenda I have so far is

1. Introduction for the team member
2. To Clear the DO process

It shall be around 15~30 min meeting

From: [Hacker, Chris@CalOES](mailto:Hacker,Chris@CalOES) on behalf of [Sean Li-BYD](#)
To: [Williams, Ron@CalOES](mailto:Williams,Ron@CalOES); [Johnson, William@CDPH](mailto:Johnson,William@CDPH); [Hacker, Chris@CalOES](mailto:Hacker,Chris@CalOES)
Subject: FW: BYD-California's Large Shipments of Commodities-Via Golden Bridge Logistics
Attachments: [Delivery Schedule--Cal State.xlsx](#)

-----Original Appointment-----

From: Sean Li-BYD <xinyu.li@byd.com <<mailto:xinyu.li@byd.com>> >
Sent: Tuesday, April 21, 2020 12:38 PM
To: Sean Li-BYD; Johnson, William@CDPH; Hacker, Chris@CalOES
Subject: FW: BYD-California's Large Shipments of Commodities-Via Golden Bridge Logistics
When: Tuesday, April 21, 2020 1:00 PM-1:30 PM (UTC-08:00) Pacific Time (US & Canada).
Where: ZOOM 394-060-5914

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-----Original Appointment-----

From: Sean Li-BYD <xinyu.li@byd.com <<mailto:xinyu.li@byd.com>> >
Sent: Tuesday, April 21, 2020 12:29 PM
To: Sean Li-BYD; Simonson, Bill@DGS; jbgross@ups.com <<mailto:jbgross@ups.com>> ; 'Charles [REDACTED]
UPSUSSTATEOFCALIFORNIATRANSPORTATION@ups.com <<mailto:UPSUSSTATEOFCALIFORNIATRANSPORTATION@ups.com>> ;
'Daniel [REDACTED] 'Presia [REDACTED] 'Monica [REDACTED] 'Cecilia [REDACTED] oscar su@byd.com <<mailto:oscar.su@byd.com>> ; JDRagains@ups.com
<<mailto:JDRagains@ups.com>> ; matthewday@ups.com <<mailto:matthewday@ups.com>> ; JAnguiano@ups.com <<mailto:JAnguiano@ups.com>> ;
nolysreyes@ups.com <<mailto:nolysreyes@ups.com>> ; diegomaldonado@ups.com <<mailto:diegomaldonado@ups.com>>
Subject: BYD-California's Large Shipments of Commodities-Via Golden Bridge Logistics
When: Tuesday, April 21, 2020 1:00 PM-1:30 PM (UTC-08:00) Pacific Time (US & Canada).
Where: ZOOM [REDACTED]

CAUTION: This email originated from a NON-State email address. Do not click links or open attachments unless you are certain of the sender's authenticity.

Hi All


I will set up the Zoom meeting at 1 PM today <<...>>

Meeting ID is [REDACTED]

The Agenda I have so far is

1. Introduction for the team member
2. To Clear the DO process

It shall be around 15~30 min meeting

California State N95 Healthcare Particulate Respirator							
Flight Info	Pick-up China-time	Departure Date China-time	Departure time	Arrival Time	Quantity /Million	Total delivery Quantity/Million	
					3,000,000	3,000,000	
					3,000,000	6,000,000	
					3,000,000	9,000,000	
					-	9,000,000	
					3,000,000	12,000,000	
					4,000,000	16,000,000	
					6,500,000	22,500,000	
					7,500,000	30,000,000	
					7,500,000	37,500,000	
					6,100,000	43,600,000	
					6,100,000	49,700,000	
					6,100,000	55,800,000	
					6,100,000	61,900,000	
					6,100,000	68,000,000	
					7,000,000	75,000,000	
					900,000	75,900,000	
					6,100,000	82,000,000	
					6,100,000	88,100,000	
					6,100,000	94,200,000	
					6,100,000	100,300,000	
					6,100,000	106,400,000	
					6,100,000	112,500,000	
					900,000	113,400,000	
					6,100,000	119,500,000	
					6,100,000	125,600,000	
					6,100,000	131,700,000	
					6,100,000	137,800,000	
					6,100,000	143,900,000	
					6,100,000	150,000,000	
					900,000	150,900,000	
					6,100,000	157,000,000	
					6,100,000	163,100,000	
					6,100,000	169,200,000	
					6,100,000	175,300,000	
					6,100,000	181,400,000	
					6,100,000	187,500,000	
					900,000	188,400,000	
					6,100,000	194,500,000	
					6,100,000	200,600,000	
					6,100,000	206,700,000	
					6,100,000	212,800,000	
					6,100,000	218,900,000	
					6,100,000	225,000,000	
					6,100,000	231,100,000	
					6,100,000	237,200,000	
					6,100,000	243,300,000	
					6,100,000	249,400,000	
					7,630,000	257,030,000	
					7,630,000	264,660,000	
					7,630,000	272,290,000	
					7,630,000	279,920,000	
					7,630,000	287,550,000	
					7,630,000	295,180,000	
					4,820,000	300,000,000	

California State Single-use Surgical Mask							BYD	
Flight Info	Pick-up China time	Departure Date	Departure time China-time	Arrival Time time	Quantity/PCS	Total delivery Quantity/PCS		
					3,700,000	3,700,000		
					1,400,000	5,100,000		
					3,000,000	8,100,000		
					3,000,000	11,100,000		
					3,000,000	14,100,000		
					2,100,000	16,200,000		
					3,000,000	19,200,000		
					3,000,000	22,200,000		
					3,000,000	25,200,000		
					2,100,000	27,300,000		
					3,000,000	30,300,000		
					3,000,000	33,300,000		
					3,000,000	36,300,000		
					2,100,000	38,400,000		
					3,000,000	41,400,000		
					3,000,000	44,400,000		
					3,000,000	47,400,000		
					2,100,000	49,500,000		
					3,000,000	52,500,000		
					3,000,000	55,500,000		
					3,000,000	58,500,000		
					2,100,000	60,600,000		
					3,000,000	63,600,000		
					3,000,000	66,600,000		
					3,000,000	69,600,000		
					2,100,000	71,700,000		
					3,000,000	74,700,000		
					3,000,000	77,700,000		
					3,000,000	80,700,000		
					2,100,000	82,800,000		
					3,000,000	85,800,000		
					3,000,000	88,800,000		
					3,000,000	91,800,000		
					2,200,000	94,000,000		
					3,000,000	97,000,000		
					3,000,000	100,000,000		

From: oscar.su@byd.com
To: Pal, Alex@CalOES
Cc: john.zhuang@byd.com; jane.wang1@byd.com; Bollinger, Jennifer@CalOES; shige@frontlinesupport.org
Subject: FW: CA Outstanding Questions from Alex Pal
Date: Friday, April 24, 2020 1:55:36 PM
Attachments: [niosh n95 cutsheet.pdf](#)
[OOC report of surgical mask 0422.pdf](#)
[Quality control plan of surgical mask.pdf](#)
[FAI report of surgical mask 0422.pdf](#)
[IPOC sampling report of surgical mask 0422.pdf](#)
[\[REDACTED\] Preliminary Results - 1288533.msg](#)

Hi Alex,

Please find the response from our team on your questions. we can go through them during the con-call today.

1. NIOSH approval status/schedule
 - NIOSH confirmed N95 test passed
 - NIOSH onsite assessment to be conducted next week target 4/29
 - After onsite assessment, NIOSH will make the decision to grant approval
2. Confirmation on the specifications and data sheets
 - See attachment cut-sheet
3. Extended Shipment Schedule
 - The first shipment of surgical mask will be arriving at [REDACTED] I am still fixing one minor issue on the delivery schedule.
4. Confirmation on which factories will be producing which products. Cal OES's understanding is Cal OES surgical masks will only be produced at [REDACTED] and N95s will only be produced at [REDACTED]
 - N95 will be produced in [REDACTED] Surgical mask will be produced in [REDACTED] [REDACTED] till middle of May, and then will be only [REDACTED] after middle of May;
5. We need to know how many shifts each factory will run, how many days per week, and the number of hours per shift
 - [REDACTED]
6. We need information on how long [REDACTED] has been producing surgical masks and how long [REDACTED] has been producing KN95 masks (and preferably the quantity produced). We need information for these specific sites, not an aggregate of BYDs production at all sites.
 -

Mask	[REDACTED]	[REDACTED]
	Production start date	Production start date
Surgical Mask	[REDACTED]	[REDACTED]
KN95	[REDACTED]	[REDACTED]

7. We need to confirm that BYD will share past quality data for production at these sites, for these products to Cal OES's 3rd party auditor and QA/QC.

- Yes, please find the FAI/ QC/ IPQC/ OQC report for the first shipment; the factory is preparing more documents and I will send them over to you once I have them.
8. Any testing data you can share from Nelson labs on the N95 masks.
 - See attached Nelson test [REDACTED]
 9. Provide factory build schedule from date of NIOSH approval.

Oscar Su
Senior Director | BYD America
Office: 213.748.3980 | Mobile [REDACTED]
1800 S Figueroa St, Los Angeles, CA 90015
www.byd.com | oscar.su@byd.com

From: Pal, Alex@CalOES [<mailto:Alex.Pal@CalOES.ca.gov>]
Sent: Wednesday, April 22, 2020 5:05 PM
To: john.zhuang@byd.com; jane.wang1@byd.com
Cc: Bollinger, Jennifer@CalOES; Shige Honjo (shige@frontlinesupport.org)
Subject: Outstanding Questions

John and Jane,

Thank you for your time this afternoon. Per our conversation, below are the outstanding questions. It is my understanding that my team is still waiting to hear from Oscar. Can you please help get us answers to these questions ASAP?

10. NIOSH approval status/schedule
 - NIOSH confirmed N95 test passed
 - NIOSH onsite assessment to be conducted next week target 4/29
 - After onsite assessment, NIOSH will make the decision to grant approval
11. Confirmation on the specifications and data sheets
 - See attachment cutsheet
12. Extended Shipment Schedule
 - See attachment.
13. Confirmation on which factories will be producing which products. Cal OES's understanding is Cal OES surgical masks will only be produced at [REDACTED] and N95s will only be produced at [REDACTED]
 - N95 will be produced in [REDACTED] Surgical mask will be produced in [REDACTED] [REDACTED] till middle of May, and then will be only [REDACTED] after middle of May;
14. We need to know how many shifts each factory will run, how many days per week, and the number of hours per shift
 - [REDACTED]
15. We need information on how long [REDACTED] has been producing surgical masks and how long

16. We need to confirm that BYD will share past quality data for production at these sites, for these products to Cal OES's 3rd party auditor and QA/QC.

- Yes, please find the FAI/ QC/ IPQC/ OQC report for the first shipment;

17. Any testing data you can share from Nelson labs on the N95 masks.

- See attached Nelson test [REDACTED]

18. Provide factory build schedule from date of NIOSH approval.



PRA_@BYD.com_00047

Preliminary results are now available for [REDACTED] testing. The results are as follows:



st_nls_v_pos_clr_4cp_170918



From: [Pal, Alex@CalOES](mailto:Pal_Alex@CalOES) on behalf of oscar.su@byd.com
To: [Ghahdouni, Mark@CalOES](mailto:Ghahdouni_Mark@CalOES); [Pal, Alex@CalOES](mailto:Pal_Alex@CalOES); [Trevor Houser, Curry, Christina@CalOES](mailto:Trevor.Houser@CalOES); stella.li@byd.com; nancy.liu@byd.com; john.zhuang@byd.com; [Bollinger, Jennifer@CalOES](mailto:Bollinger_Jennifer@CalOES)
Subject: FW: Cal State & BYD--Mask Supply

-----Original Appointment-----
From: oscar.su@byd.com <oscar.su@byd.com>
Sent: Sunday, April 5, 2020 12:37 PM
To: oscar.su@byd.com; Ghahdouni, Mark@CalOES; Pal, Alex@CalOES; Trevor Houser, Curry, Christina@CalOES; stella.li@byd.com; nancy.liu@byd.com; john.zhuang@byd.com; Bollinger, Jennifer@CalOES
Subject: Cal State & BYD--Mask Supply
When: Sunday, April 5, 2020 2:00 PM-3:00 PM (UTC-08:00) Pacific Time (US & Canada).
Where: [REDACTED]

Sent from my iPhone

Begin forwarded message:

From: "oscar.su@byd.com <mailto:oscar.su@byd.com>" <oscar.su@byd.com <mailto:oscar.su@byd.com>>
To: "stella.li@byd.com <mailto:stella.li@byd.com>" <stella.li@byd.com <mailto:stella.li@byd.com>> >, "nancy.liu@byd.com <mailto:nancy.liu@byd.com>" <nancy.liu@byd.com <mailto:nancy.liu@byd.com>> >, "john.zhuang@byd.com <mailto:john.zhuang@byd.com>" <john.zhuang@byd.com <mailto:john.zhuang@byd.com>> >, "Bollinger, Jennifer@CalOES" <Jennifer.Bollinger@caloes.ca.gov <mailto:Jennifer.Bollinger@caloes.ca.gov>>
Subject: Cal State & BYD--Mask Supply

Oscar Su is inviting you to a scheduled Zoom meeting.

Join Zoom Meeting

[REDACTED]

Meeting ID: [REDACTED]

One tap mobile
[REDACTED] 35 (San Jose)
[REDACTED] 35 (Houston)

Dial by your location
[REDACTED] (San Jose)
[REDACTED] (Houston)
[REDACTED] (Chicago)
[REDACTED] (New York)

Meeting ID: [REDACTED]

[REDACTED]

From: Pal_Alex@CalOES on behalf of oscar.su@byd.com
To: Busas_Terri@CalOES; Crawdon_Jules@CalOES; Ghilarducci_Mark@CalOES; Pal_Alex@CalOES; Trevor.Houser@CalOES; Curry_Christina@CalOES; stella.li@byd.com; nancy.liu@byd.com; john.zhuang@byd.com; Bollinger_Jennifer@CalOES
Subject: FW: Cal State & BYD--Mask Supply

-----Original Appointment-----
From: oscar.su@byd.com <oscar.su@byd.com>
Sent: Sunday, April 5, 2020 12:37 PM
To: oscar.su@byd.com; Ghilarducci, Mark@CalOES; Pal, Alex@CalOES; Trevor.Houser@CalOES; stella.li@byd.com; nancy.liu@byd.com; john.zhuang@byd.com; Bollinger, Jennifer@CalOES
Subject: Cal State & BYD--Mask Supply
When: Sunday, April 5, 2020 2:00 PM-3:00 PM (UTC-08:00) Pacific Time (US & Canada).
[REDACTED]

Sent from my iPhone

Begin forwarded message:

From: "oscar.su@byd.com <mailto:oscar.su@byd.com>" <oscar.su@byd.com <mailto:oscar.su@byd.com>>
To: "stella.li@byd.com <mailto:stella.li@byd.com>" <stella.li@byd.com <mailto:stella.li@byd.com>>>, "nancy.liu@byd.com <mailto:nancy.liu@byd.com>" <nancy.liu@byd.com <mailto:nancy.liu@byd.com>>>, "john.zhuang@byd.com <mailto:john.zhuang@byd.com>" <john.zhuang@byd.com <mailto:john.zhuang@byd.com>>>, "Bollinger, Jennifer@CalOES" <Jennifer.Bollinger@caloes.ca.gov <mailto:Jennifer.Bollinger@caloes.ca.gov>>
Subject: Cal State & BYD--Mask Supply

Oscar Su is inviting you to a scheduled Zoom meeting.

Join Zoom Meeting

Meeting ID: [REDACTED]

One tap mobile
[REDACTED] (San Jose)
[REDACTED] (Houston)

Dial by your location
[REDACTED] (San Jose)
[REDACTED] (Houston)
[REDACTED] (Chicago)
[REDACTED] (New York)

From: oscar.su@byd.com
To: [Bollinger, Jennifer@CalOES](mailto:Bollinger_Jennifer@CalOES)
Subject: FW: POC of logistic arrangement for mask delivery---BYD
Date: Sunday, April 19, 2020 10:47:32 AM
Attachments: [image002.png](#)

Fyi

From: oscar.su@byd.com
Sent: Sunday, April 19, 2020 10:45 AM
To: xinyu.li@byd.com; 'Simonson, Bill@DGS' <Bill.Simonson@dgs.ca.gov>; 'Shell, Angela@DGS' <Angela.Shell@dgs.ca.gov>
Cc: justin.wang@byd.com
Subject: RE: POC of logistic arrangement for mask delivery---BYD

Hi Angela,

Below is the initial updated delivery schedule. we are working on more details tonight and will update tomorrow morning.

Surgical Mask:

ETD	Time	Arrival time	Volume	Total
			2,700,000	2,700,000
			1,000,000	3,700,000
			3,700,000	7,400,000
			3,000,000	10,400,000
			3,200,000	13,600,000
			3,700,000	17,300,000
			4,900,000	22,200,000

N95:

ETD	Time	Arrival time	Volume	Total
			500,000	500,000
			3,000,000	3,500,000

Let's discuss more details in later.

Best regards
Oscar

From: oscar.su@byd.com
Sent: Friday, April 17, 2020 5:09 PM
To: xinyu.li@byd.com; 'Simonson, Bill@DGS' <Bill.Simonson@dgs.ca.gov>; 'Shell, Angela@DGS' <Angela.Shell@dgs.ca.gov>
Cc: justin.wang@byd.com

Subject: RE: POC of logistic arrangement for mask delivery---BYD

Hi Angela, Bill,

Attached is the delivery schedule for the coming weeks. Please kindly check and let us know if you have any questions.

Please note that we are pushing the delivery of N95 one week later to make sure NIOSH and FDA certificate are ready before shipment. If it's approved earlier, we will adjust the delivery schedule accordingly. We will keep you posted on the latest status. thank you.

Oscar Su

Senior Director | BYD America

Office: 213.748.3980 | Mobile [REDACTED]

1800 S Figueroa St, Los Angeles, CA 90015

www.byd.com | oscar.su@byd.com

From: xinyu.li@byd.com

Sent: Thursday, April 16, 2020 10:33 PM

To: 'Simonson, Bill@DGS' <Bill.Simonson@dgs.ca.gov>; oscar.su@byd.com; 'Shell, Angela@DGS' <Angela.Shell@dgs.ca.gov>

Subject: RE: POC of logistic arrangement for mask delivery---BYD

Great

Thanks Bill, will talk tomorrow

Sean Li

Procurement and Logistic Supervisor

BYD Coach and Bus LLC | Build Your Dreams®

46147 7th St W, Lancaster, CA 93534

Ph: **661-940-3250** Ex [REDACTED] | xinyu.li@byd.com | www.byd.com

From: Simonson, Bill@DGS [<mailto:Bill.Simonson@dgs.ca.gov>]

Sent: Thursday, April 16, 2020 9:14 PM

To: Sean Li-BYD; oscar.su@byd.com; Shell, Angela@DGS

Subject: Re: POC of logistic arrangement for mask delivery---BYD

Hi Sean,

I emailed you earlier and I will call you tomorrow morning around 9:30.

We are using UPS Freight as our carrier and I'll introduce you to our transportation planner for scheduling.

We have the warehouse capacity in both Northern and Southern California to accommodate the first couple of shipments.

Thank you for all your assistance and we'll talk in the morning.

Regards,
-Bill

Bill Simonson
Emergency Manager, Office of Risk and Insurance Management
Phone [REDACTED]
Fax 916.376.5276
Email bill.simonson@dgs.ca.gov

- Sent from my mobile device

From: Sean Li-BYD <xinyu.li@byd.com>
Sent: Thursday, April 16, 2020 8:48 PM
To: oscar.su@byd.com; Shell, Angela@DGS; Simonson, Bill@DGS
Subject: RE: POC of logistic arrangement for mask delivery---BYD

CAUTION: This email originated from a NON-State email address. Do not click links or open attachments unless you are certain of the sender's authenticity.

Hi Bill
I tried to call you today, but cannot reach.
From the current plan, I see 2M surgical mask will arrive at [REDACTED]
I really need your Logistics carrier info asap
So we know who to assign DO to once customs cleared

Please do get back to me asap

Sean Li
Procurement and Logistic Supervisor

BYD Coach and Bus LLC | Build Your Dreams®
46147 7th St W, Lancaster, CA 93534
Ph: **661-940-3250** Ex [REDACTED] | xinyu.li@byd.com | www.byd.com

From: Sean Li-BYD [<mailto:xinyu.li@byd.com>]
Sent: Thursday, April 16, 2020 12:05 PM
To: 'oscar.su@byd.com'; 'Shell, Angela@DGS'
Cc: 'Simonson, Bill@DGS'
Subject: RE: POC of logistic arrangement for mask delivery---BYD

Thanks Oscar

Hi Angela and Bill

Glad to know you guys.

So far majority of our Air shipment will arrive at [REDACTED] for your Orders

Once we clear customs, we will issue DO to your carrier to pickup

Can I have your carrier info, and I can share with my broker ?

Also, is there any specific requirement on the cargo labeling, such as DO must have PO#

Please let me know

My cell is [REDACTED]

Sean Li

Procurement and Logistic Supervisor

BYD Coach and Bus LLC | Build Your Dreams®

46147 7th St W, Lancaster, CA 93534

Ph: **661-940-3250** Ex [REDACTED] | xinyu.li@byd.com | www.byd.com

From: oscar.su@byd.com [<mailto:oscar.su@byd.com>]

Sent: Thursday, April 16, 2020 11:53 AM

To: Shell, Angela@DGS

Cc: Simonson, Bill@DGS; xinyu.li@byd.com

Subject: RE: POC of logistic arrangement for mask delivery---BYD

Thanks Angela.

ETA of the Hand Sanitizer will be between 3rd May to 6th May due to the change of the bottle size. This information had been confirmed by your buyer. I will keep you posted once I have further information.

@Bill,

Sean from BYD side will work with you on the logistic arrangement of the masks. thanks for your support in advance.

Oscar Su

Senior Director | BYD America

Office: 213.748.3980 | Mobile [REDACTED]

1800 S Figueroa St, Los Angeles, CA 90015

www.byd.com | oscar.su@byd.com

From: Shell, Angela@DGS [<mailto:Angela.Shell@dgs.ca.gov>]

Sent: Thursday, April 16, 2020 11:21 AM

To: oscar.su@byd.com

Cc: Simonson, Bill@DGS <Bill.Simonson@dgs.ca.gov>

Subject: RE: POC of logistic arrangement for mask delivery---BYD

Hello Oscar – The contact for logistics on the masks is Bill Simonson. Bill's contact information is below.

Bill.Simonson@dgs.ca.gov
[REDACTED]

On another note, can you please provide a status update on the hand sanitizer order? Thanks.

Angela Shell
Deputy Director
Procurement Division
Department of General Services
707 3rd Street
West Sacramento, CA 95605
Phone 916.375.4417
Cell [REDACTED]
Email – Angela.Shell@dgs.ca.gov



From: oscar.su@byd.com <oscar.su@byd.com>
Sent: Thursday, April 16, 2020 12:36 AM
To: Shell, Angela@DGS <Angela.Shell@dgs.ca.gov>
Subject: POC of logistic arrangement for mask delivery---BYD

CAUTION: This email originated from a NON-State email address. Do not click links or open attachments unless you are certain of the sender's authenticity.

Hi Angela,

Our team is planning and arranging the delivery of the mask to California. All the masks will be delivered to either [REDACTED]. Can you please give me the POC of logistic from your team?

we need to go through the arrangement with your team to make sure the delivery will go smoothly in the coming weeks.

Thanks for your support.



Oscar Su / Senior Director

BYD America
1800 S Figueroa St, Los Angeles, CA 90015

O: (213)-748-3980, ext [REDACTED] / C: [REDACTED]

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From: john.zhuang@byd.com
To: [Bollinger, Jennifer@CalOES](mailto:Bollinger.Jennifer@CalOES); [Pal, Alex@CalOES](mailto:Pal,Alex@CalOES)
Subject: FW: Updated Draft Agreement - 4/5/2020, 1215AM
Date: Monday, April 6, 2020 5:51:52 PM
Attachments: [image001.png](#)
[Single-use Surgical Mask cutsheet.pdf](#)
[N95 cutsheet.pdf](#)

Product Specifications for Exhibit A. Please see attached.



John Zhuang, Esq. / Counsel

BYD America

1800 S Figueroa St, Los Angeles, CA
(213) 748-3980 [REDACTED]

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From: john.zhuang@byd.com
To: [Bollinger, Jennifer@CalOES](mailto:Bollinger_Jennifer@CalOES); [Pal, Alex@CalOES](mailto:Pal_Alex@CalOES)
Subject: FW: Updating Exhibit B -- Schedule of Delivery
Date: Monday, April 6, 2020 6:47:52 PM
Attachments: [image001.png](#)
[image002.png](#)
[Copy of Copy of Payment Schedule v4.5.20 1220am \(002\).xlsx](#)

Jennifer:

Please see attached the updated Exhibit B.

John



John Zhuang, Esq. / Counsel

BYD America

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(213) 748-3980 [REDACTED]

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From: john.zhuang@byd.com
Sent: Monday, April 6, 2020 5:31 PM
To: oscar.su@byd.com
Cc: stella.li@byd.com
Subject: Updating Exhibit B -- Schedule of Delivery

Oscar:

Here are the updates that you'll need to help make to the schedule of delivery spreadsheet.

1. You'll been to split the option order Batch B in option order Batch B and option order Batch C. That's because per the agreement, the Buyer has the right to exercise the option of Batch B for the month of July and exercise the option of Batch C for the month of August. They are two separate options for July and August respectively.
2. OES also noted some typos in quantity that they request corrections for as follows
 - a. N95
 - i. Batch A should add up to 300mm qty
 - ii. Batch B should add up to 150mm qty
 - iii. Batch C should add up to 100mm qty

- b. Surgical Mask
 - i. Batch A should add up to 100mm qty
 - ii. Batch B should add up to 50mm qty
 - iii. Batch C should add up to 50mm qty
- 3. They also want to delete the payment date and invoicing date because that's discussed in the supply agree as follows. Although your schedule is generally correct, I think their concern is that one of your payment dates may fall on a public holiday and under the contract the payment date would go to the next business day.

INVOICE & PAYMENT. (a) Invoicing Procedure. Unless otherwise specified, all invoices arising from this agreement will be sent in paper format to:

The Governor's Office of Emergency Services
Attn: Accounting Unit
3650 Schriever Avenue
Mather, CA 95655

and in digital format to:

BYDinvoice@caloes.ca.gov.

Paper invoices will be submitted in triplicate and will include the Agreement number.

(b) Timing & Payment of Invoices. Buyer will make a prepayment three (3) business days from the date Buyer approves this Agreement. At Buyer's sole and operational discretion, Buyer may remit prepayment to Seller before three (3) business days. During the term of this Agreement, Seller shall invoice Buyer in accordance to this Section 6, twice a week on every Monday and Thursday, and payment shall be made on the business day following such invoicing date. Invoice payments made on Tuesday of each week will be payment for Purchase Order deliveries made during each of the previous four days, and invoice payments made on Friday of each week will be payment for Purchase Order deliveries made during each of the previous three days. Buyer shall pay Seller, in the manner prescribed in Section 3 "Payment Method". At the end of this Agreement's term, if there are any unpaid Purchase Order deliveries, such invoices shall be paid in full within five (5) business days.

(c) Payment of Invoices. Additionally, both parties understand and agree that Seller's continued performance under this Agreement is contingent upon the timely payment of its invoices when due.

Let me know your thoughts.

Best,
John



John Zhuang, Esq. / Counsel

BYD America

1800 S Figueroa St, Los Angeles, CA
(213) 748-3980 [REDACTED]

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Batch	Item	Product Specification	Unit Price (\$US)	Quantity (in Millions)	Total Payment (\$US)	Delivery Term	Delivery Location	Delivery Date*
A	50% Down-payment				\$ 495,000,000	N/A	N/A	N/A
	N95	NIOSH Certified	3.3	3	\$ 9,900,000	DDP		
	N95	NIOSH Certified	3.3	34.5	\$ 113,850,000	DDP		
	N95	NIOSH Certified	3.3	37.5	\$ 123,750,000	DDP		
	N95	NIOSH Certified	3.3	37.5	\$ 123,750,000	DDP		
	N95	NIOSH Certified	3.3	37.5	\$ 123,750,000	DDP		
	N95	NIOSH Certified	3.3	37.5	\$ 123,750,000	DDP		
	N95	NIOSH Certified	3.3	37.5	\$ 123,750,000	DDP		
	N95	NIOSH Certified	3.3	37.5	\$ 123,750,000	DDP		
	N95	NIOSH Certified	3.3	37.5	\$ 123,750,000	DDP		
B	N95	NIOSH Certified	3.3	30	\$ 99,000,000	DDP		
	N95	NIOSH Certified	3.3	30	\$ 99,000,000	DDP		
	N95	NIOSH Certified	3.3	30	\$ 99,000,000	DDP		
	N95	NIOSH Certified	3.3	30	\$ 99,000,000	DDP		
	N95	NIOSH Certified	3.3	30	\$ 99,000,000	DDP		
C	N95	NIOSH Certified	3.3	25	\$ 82,500,000	DDP		
	N95	NIOSH Certified	3.3	25	\$ 82,500,000	DDP		
	N95	NIOSH Certified	3.3	25	\$ 82,500,000	DDP		
	N95	NIOSH Certified	3.3	25	\$ 82,500,000	DDP		

Batch	Item	Product Specification	Unit Price (\$US)	Quantity (in Millions)	Total Payment (\$US)	Delivery Term	Delivery Location	Delivery Date*
	Surgical Mask	ASTM F-2100 Level 3	0.55	11.1	\$ 6,105,000	DDP		
	Surgical Mask	ASTM F-2100 Level 3	0.55	11.1	\$ 6,105,000	DDP		
	Surgical Mask	ASTM F-2100 Level 3	0.55	11.1	\$ 6,105,000	DDP		
	Surgical Mask	ASTM F-2100 Level 3	0.55	11.1	\$ 6,105,000	DDP		
	Surgical Mask	ASTM F-2100 Level 3	0.55	11.1	\$ 6,105,000	DDP		
	Surgical Mask	ASTM F-2100 Level 3	0.55	11.1	\$ 6,105,000	DDP		
	Surgical Mask	ASTM F-2100 Level 3	0.55	11.1	\$ 6,105,000	DDP		
	Surgical Mask	ASTM F-2100 Level 3	0.55	11.1	\$ 6,105,000	DDP		
	Surgical Mask	ASTM F-2100 Level 3	0.55	11.2	\$ 6,160,000	DDP		
B	Surgical Mask	ASTM F-2100 Level 3	0.55	10	\$ 5,500,000	DDP		
	Surgical Mask	ASTM F-2100 Level 3	0.55	10	\$ 5,500,000	DDP		
	Surgical Mask	ASTM F-2100 Level 3	0.55	10	\$ 5,500,000	DDP		
	Surgical Mask	ASTM F-2100 Level 3	0.55	10	\$ 5,500,000	DDP		
	Surgical Mask	ASTM F-2100 Level 3	0.55	10	\$ 5,500,000	DDP		
C	Surgical Mask	ASTM F-2100 Level 3	0.55	12.5	\$ 6,875,000	DDP		
	Surgical Mask	ASTM F-2100 Level 3	0.55	12.5	\$ 6,875,000	DDP		
	Surgical Mask	ASTM F-2100 Level 3	0.55	12.5	\$ 6,875,000	DDP		
	Surgical Mask	ASTM F-2100 Level 3	0.55	12.5	\$ 6,875,000	DDP		

*Delivery Date identifies the start date for that weekly invoice. Deliveries will be done on a daily basis.

From: john.zhuang@byd.com
To: [Bollinger, Jennifer@CalOES](mailto:Bollinger_Jennifer@CalOES); [Pal, Alex@CalOES](mailto:Pal_Alex@CalOES)
Cc: oscar.su@byd.com
Subject: FW: Updating Exhibit B -- Schedule of Delivery
Date: Monday, April 6, 2020 8:22:18 PM
Attachments: [image001.png](#)
[Copy of Copy of Payment Schedule v4.5.20 1220am \(002\).xlsx](#)



John Zhuang, Esq. / Counsel

BYD America

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(213) 748-3980 [REDACTED]

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Batch	Item	Product Specification	Unit Price (\$US)	Quantity (in Millions)	Total Payment (\$US)	Delivery Term	Delivery Location	Delivery Date*
A	50% Down-payment				\$ 495,000,000	N/A	N/A	N/A
	N95	NIOSH Certified	3.3	3	\$ 4,950,000	DDP		
	N95	NIOSH Certified	3.3	34.5	\$ 56,925,000	DDP		
	N95	NIOSH Certified	3.3	37.5	\$ 61,875,000	DDP		
	N95	NIOSH Certified	3.3	37.5	\$ 61,875,000	DDP		
	N95	NIOSH Certified	3.3	37.5	\$ 61,875,000	DDP		
	N95	NIOSH Certified	3.3	37.5	\$ 61,875,000	DDP		
	N95	NIOSH Certified	3.3	37.5	\$ 61,875,000	DDP		
	N95	NIOSH Certified	3.3	37.5	\$ 61,875,000	DDP		
	N95	NIOSH Certified	3.3	37.5	\$ 61,875,000	DDP		
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	N95	NIOSH Certified	3.3	30	\$ 99,000,000	DDP		
	N95	NIOSH Certified	3.3	30	\$ 99,000,000	DDP		
	N95	NIOSH Certified	3.3	30	\$ 99,000,000	DDP		
	N95	NIOSH Certified	3.3	30	\$ 99,000,000	DDP		
C	N95	NIOSH Certified	3.3	25	\$ 82,500,000	DDP		
	N95	NIOSH Certified	3.3	25	\$ 82,500,000	DDP		
	N95	NIOSH Certified	3.3	25	\$ 82,500,000	DDP		
	N95	NIOSH Certified	3.3	25	\$ 82,500,000	DDP		

Batch	Item	Product Specification	Unit Price (\$US)	Quantity (in Millions)	Total Payment (\$US)	Delivery Term	Delivery Location	Delivery Date*
	Surgical Mask	ASTM F-2100 Level 2	0.55	11.1	\$ 6,105,000	DDP		
	Surgical Mask	ASTM F-2100 Level 2	0.55	11.1	\$ 6,105,000	DDP		
	Surgical Mask	ASTM F-2100 Level 2	0.55	11.1	\$ 6,105,000	DDP		
	Surgical Mask	ASTM F-2100 Level 2	0.55	11.1	\$ 6,105,000	DDP		
	Surgical Mask	ASTM F-2100 Level 2	0.55	11.1	\$ 6,105,000	DDP		
	Surgical Mask	ASTM F-2100 Level 2	0.55	11.1	\$ 6,105,000	DDP		
	Surgical Mask	ASTM F-2100 Level 2	0.55	11.1	\$ 6,105,000	DDP		
	Surgical Mask	ASTM F-2100 Level 2	0.55	11.1	\$ 6,105,000	DDP		
	Surgical Mask	ASTM F-2100 Level 2	0.55	11.2	\$ 6,160,000	DDP		
B	Surgical Mask	ASTM F-2100 Level 2	0.55	10	\$ 5,500,000	DDP		
	Surgical Mask	ASTM F-2100 Level 2	0.55	10	\$ 5,500,000	DDP		
	Surgical Mask	ASTM F-2100 Level 2	0.55	10	\$ 5,500,000	DDP		
	Surgical Mask	ASTM F-2100 Level 2	0.55	10	\$ 5,500,000	DDP		
	Surgical Mask	ASTM F-2100 Level 2	0.55	10	\$ 5,500,000	DDP		
C	Surgical Mask	ASTM F-2100 Level 2	0.55	12.5	\$ 6,875,000	DDP		
	Surgical Mask	ASTM F-2100 Level 2	0.55	12.5	\$ 6,875,000	DDP		
	Surgical Mask	ASTM F-2100 Level 2	0.55	12.5	\$ 6,875,000	DDP		
	Surgical Mask	ASTM F-2100 Level 2	0.55	12.5	\$ 6,875,000	DDP		

*Delivery Date identifies the start date for that weekly invoice. Deliveries will be done on a daily basis.

From: [Bollinger, Jennifer@CalOES](mailto:Bollinger_Jennifer@CalOES) on behalf of oscar.su@byd.com
To: [Chilarducci, Mark@CalOES](mailto:Chilarducci_Mark@CalOES); [Pal, Alex@CalOES](mailto:Pal_Alex@CalOES); [Trevor Houser](mailto:Trevor.Houser); [Curry, Christina@CalOES](mailto:Curry_Christina@CalOES); stella.li@byd.com; nancy.liu@byd.com; john.zhuang@byd.com; [Bollinger, Jennifer@CalOES](mailto:Bollinger_Jennifer@CalOES)
Subject: Fwd: Cal State & BYD-Mask Supply

Sent from my iPhone

Begin forwarded message:

From: "oscar.su@byd.com <mailto:oscar.su@byd.com>" <oscar.su@byd.com <mailto:oscar.su@byd.com>>
To: "stella.li@byd.com <mailto:stella.li@byd.com>" <stella.li@byd.com <mailto:stella.li@byd.com>>, "nancy.liu@byd.com <mailto:nancy.liu@byd.com>" <nancy.liu@byd.com <mailto:nancy.liu@byd.com>>, "john.zhuang@byd.com <mailto:john.zhuang@byd.com>" <john.zhuang@byd.com <mailto:john.zhuang@byd.com>>, "Bollinger, Jennifer@CalOES" <Jennifer.Bollinger@caloes.ca.gov <mailto:Jennifer.Bollinger@caloes.ca.gov>>
Subject: Cal State & BYD-Mask Supply

Oscar Su is inviting you to a scheduled Zoom meeting.

Join Zoom Meeting

Meeting ID: [REDACTED]

One tap mobile

[REDACTED] US (San Jose)
[REDACTED] US (Houston)

Dial by your location

[REDACTED] San Jose
[REDACTED] Houston
[REDACTED]
[REDACTED] Chicago
[REDACTED] New York

From: Bollinger_Jennifer@CalOES on behalf of oscar.su@byd.com
To: Evans_Terri@CalOES; Creviston_Julie@CalOES; stella.li@byd.com; nancy.liu@byd.com; john.zhuang@byd.com; Bollinger_Jennifer@CalOES
Subject: Fwd: Cal State & BYD-Mask Supply

Sent from my iPhone

Begin forwarded message:

From: "oscar.su@byd.com <mailto:oscar.su@byd.com>" <oscar.su@byd.com <mailto:oscar.su@byd.com> >
To: "stella.li@byd.com <mailto:stella.li@byd.com>" <stella.li@byd.com <mailto:stella.li@byd.com> >,"nancy.liu@byd.com <mailto:nancy.liu@byd.com>" <nancy.liu@byd.com <mailto:nancy.liu@byd.com> >,"john.zhuang@byd.com <mailto:john.zhuang@byd.com>" <john.zhuang@byd.com <mailto:john.zhuang@byd.com> >,"Bollinger_Jennifer@CalOES" <mailto:Jennifer.Bollinger@caloes.ca.gov <mailto:Jennifer.Bollinger@caloes.ca.gov> >
Subject: Cal State & BYD-Mask Supply

Oscar Su is inviting you to a scheduled Zoom meeting.

Join Zoom Meeting

[REDACTED]

Meeting ID [REDACTED]

One tap mobile:

[REDACTED] (San Jose)
[REDACTED] (Houston)

Dial by

[REDACTED] (San Jose)
[REDACTED] (Houston)
[REDACTED] (Chicago)
[REDACTED] (New York)

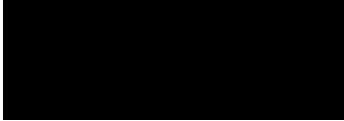
Meeting ID [REDACTED]

Find your local number


[REDACTED]

From: john.zhuang@byd.com
To: [Bollinger, Jennifer@CalOES](mailto:Bollinger_Jennifer@CalOES)
Subject: Home Mailing Address
Date: Tuesday, April 7, 2020 9:28:43 AM
Attachments: [image001.png](#)

John Zhuang



John Zhuang, Esq. / Counsel

BYD America
1800 S Figueroa St, Los Angeles, CA
(213) 748-3980 

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From: john.zhuang@byd.com
To: [Bollinger, Jennifer@CalOES](mailto:Bollinger,Jennifer@CalOES)
Subject: John<>Jennifer

From: john.zhuang@byd.com
To: [Bollinger, Jennifer@CalOES](mailto:Bollinger.Jennifer@CalOES); [Pal, Alex@CalOES](mailto:Pal,Alex@CalOES)
Cc: oscar.su@byd.com; junei.chen@byd.com; stella.li@byd.com
Subject: MASTER SUPPLY AGREEMENT Health Products California (v13 BYD REDLINE OF EXECUTION COPY).docx
Date: Tuesday, April 7, 2020 12:23:07 PM
Attachments: [image001.png](#)
[MASTER SUPPLY AGREEMENT Health Products California \(v13 BYD Redline\).pdf](#)
[MASTER SUPPLY AGREEMENT Health Products California \(v13 BYD EXECUTION COPY\).pdf](#)

OES and BYD Teams:

Please find attached:

- MASTER SUPPLY AGREEMENT Health Products California (v13 BYD EXECUTION COPY).pdf
- MASTER SUPPLY AGREEMENT Health Products California (v13 BYD Redline).pdf

Oscar, please read the attached. Junei and I will also quickly read it again. If you don't spot any issues in, I will send an email to the OES team confirming that we are ok with the attached clean execution version of the supply agreement. We will give OES our response within the next hour.

OES team, I confirm that I have three wet copies of Stella's signature packet in my escrow and will release it to you upon her ok. I also have a PDF scan of the same. That PDF scan will arrive to you first via e-mail.

Best,
John



John Zhuang, Esq. / Counsel

BYD America

1800 S Figueroa St, Los Angeles, CA
(213) 748-3980 [REDACTED]

This e-mail contains information from BYD. The contents may be privileged and confidential and are intended for the use of the intended addressee(s) only. If you are not an intended addressee, note that any disclosure, copying, distribution, or use of the contents of this message is prohibited. If you have received this e-mail in error, please contact me at john.zhuang@byd.com.



EQUIPMENT MASTER SUPPLY PURCHASE ORDER AGREEMENT

This Equipment Master Supply Purchase Order Agreement (hereinafter "Agreement" or "MSA") is entered into on the 7th day of April, 2020, by and between Global Healthcare Product Solutions, LLC, a Delaware limited liability company, with the registered address of 919 North Market Street, Suite 950, Wilmington, DE 19801 ("Seller") and the California Governor's Office of Emergency Services with the ~~registered~~ address of 3650 Schriever Avenue, Mather, CA 95655 ("Buyer") (collectively "parties").

RECITAL

WHEREAS, in 2020, the State of California (the Buyer), the United States, and multiple key continents around the world are combating the rapid spread of the deadly pandemic known as the Novel Coronavirus or COVID-19 (the "Pandemic");

WHEREAS, despite the current state of the Pandemic around the world as of April 5th, 2020, the parties agree they are capable of performing all obligations under this Agreement;

WHEREAS, the Seller makes and sells certain equipment used in the healthcare industry, including surgical masks, N95 masks, KN95 masks, hand sanitizers, infrared thermometers, and other products;

WHEREAS, the Seller's equipment is vital to reducing and mitigating the spread of the Pandemic in affected regions such as the Buyer's region;

WHEREAS, the Buyer desires to procure large quantities of certain subsets of Seller's healthcare industry equipment, including, without limitations, surgical masks and N95 masks, in order to use the products to combat the Pandemic in California;

WHEREAS, Buyer will support Seller's efforts to obtain the National Institute for Occupation Safety and Health ("NIOSH") certification for the N95 masks purchased under this Agreement;

WHEREAS, the Buyer enters into this Agreement pursuant to Governor Newsom's March 4, 2020, State of Emergency Proclamation for COVID-19, and does so as an emergency protective measure to protect the public health and safety;

AGREEMENT

NOW, THEREFORE in consideration of the foregoing and the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **EQUIPMENT AND PRICING.** Seller agrees to sell to Buyer and Buyer agrees to buy from Seller the Seller equipment ("Equipment") as set forth in Exhibit A, at the pricing as set forth in Exhibit B.

2. **N95 CONTINGENCY.** The purchase of N95 masks under this Agreement is contingent upon Seller obtaining the National Institute for Occupation Safety and Health ("NIOSH") certification by April 30, 2020 for the N95 masks purchased under this Agreement, unless both parties agree in writing to extend this due date.

3. **PAYMENT METHOD.** (a) When Buyer is making payment to Seller, Buyer will make payment by bank wire transfer to the bank account below:

Receiving Bank: [REDACTED]
Bank Address: [REDACTED]
Beneficiary: Global Healthcare Product Solutions, LLC
Beneficiary Address: 1800 S. Figueroa Street, Los Angeles, CA 90015
Bank Account Number: [REDACTED]
Bank Routing Number (Domestic Wires): [REDACTED]

(b) In the event that Seller is required under this Agreement to transfer money to Buyer, Seller will make payment by bank wire transfer. Buyer will provide details for such transfer as needed.

4. **DELIVERY.** (a) Schedule & Location. Delivery will be made in accordance to the schedule stated in Exhibit B ("Delivery Schedule"). The delivery location for the Equipment will be either [REDACTED] or [REDACTED] (together, the "Delivery Location"). The Equipment will be shipped via air carrier by Seller. The delivery term will be INCOTERM 2020 DDP to the Delivery Location, at which time risk of loss and title will pass to Buyer.

(b) Time of Delivery. Seller will use its best business efforts to achieve on-time delivery consistent with the Delivery Schedule.

5. ACCEPTANCE. All Equipment ordered by Buyer may be subject to delivery acceptance inspection and testing by the Buyer or its authorized representatives at the Delivery Location. Buyer will give written notice of rejection of Equipment delivered within three (3) business days after receipt of Equipment at the Delivery Location. Such notice of rejection will state the respects in which the Equipment does not substantially conform to specifications stated in Exhibit A. If the Buyer does not provide such notice of rejection within three (3) business days after the Equipment arrives in the United States, such Equipment will be deemed to have been accepted. Acceptance by the Buyer will be final and irreversible, except as it relates to latent defects, fraud, and gross mistakes amounting to fraud. Subject to this Agreement, Buyer's acceptance will not be construed to waive any warranty rights (if any) that the Buyer may have at law or under this Agreement with respect to any nonconformity.

6. INVOICE & PAYMENT. (a) Invoicing Procedure. Unless otherwise specified, all invoices arising from this agreement will be sent in paper format to:

The Governor's Office of Emergency Services
Attn: Accounting Unit
3650 Schriever Avenue
Mather, CA 95655

and in digital format to:

BYDinvoice@caloes.ca.gov.

Paper invoices will be submitted in triplicate and will include the Agreement number.

(b) Timing & Payment of Invoices.

(1) Manner of Remitting the Prepayment. Buyer will make a prepayment to Seller within three (3) business days from the date Buyer executes this Agreement.

(2) Manner of Remitting Purchase Order Payments. During the term of this Agreement, Seller will invoice Buyer in accordance to this Section 6, twice a week on every Monday and Thursday, and payment will be made on the business day following such invoicing date. Invoice payments made on Tuesday of each week will be payment for Purchase Order deliveries made during each of the previous four calendar days, and invoice payments made on Friday of each week will be payment for Purchase Order deliveries made during each of the previous three calendar days. Buyer will pay Seller, in the manner prescribed in Section 3 "Payment Method". At the end of this

Agreement's term, if there are any unpaid Purchase Order deliveries, such invoices will be paid in full within five (5) business days.

(c) Timely Payments. Both parties understand and agree that Seller's continued performance under this Agreement is contingent upon the timely payment of its invoices when due.

7. TERM & TERMINATION. (a) Term. This Agreement will commence upon the full execution of this Agreement and will continue through the end of June 2020 (this first term and the related delivery and payment obligations will be known herein as "Batch A").

(b) Buyer's Option to Extend Term. Buyer will have the option to exercise a right to extend this Agreement for additional one-month terms, at the same unit price as set forth in Exhibit A, for a maximum of two (2) additional months. Buyer agrees to provide thirty (30) calendar days of advance written notice to Seller of Buyer's intent to exercise this option (these two optional subsequent terms and the related delivery and payment obligations will be known herein as "Batch B" and "Batch C", respectively).

(c) Seller's Right to Terminate for Convenience. If there are no pending or unfulfilled Purchase Orders outstanding, or Buyer has not exercised the right to extend this Agreement, Seller may at its sole discretion, and without any further liability or penalty, terminate this Agreement by sending written notice of termination to Buyer and such notice will be effective immediately ("Seller's Right to Terminate for Convenience").

(d) Buyer's Right to Terminate for Convenience. The Buyer may terminate this Agreement (in part or in whole) for any reason by delivering a written notice of termination for Buyer's convenience to Seller seven (7) calendar days in advance of the effective date of Buyer's termination for convenience ("Buyer's Termination for Convenience" or "Effective Date of the Buyer's Termination for Convenience").

On the Effective Date of the Buyer's Termination for Convenience, and except as directed by the Buyer, the Seller will immediately proceed with the following obligations:

- (i) Stop work as specified in the Buyer's Termination for Convenience;
- (ii) Place no further subcontracts for materials, services, or facilities, except as necessary to complete the continued portion of the Agreement;
- (iii) Use its best business efforts to terminate all subcontracts to the extent they relate to the work terminated;

- (iv) Use its best business efforts to settle all outstanding liabilities and termination settlement proposals arising from termination of subcontracts; and,
- (v) Remit and refund to Buyer the entire prepayment less payment for accepted Equipment.

On the Effective Date of the Buyer's Termination for Convenience, Buyer will have the following obligations:

- (i) Within three (3) business days of delivery, inform Seller in writing the portion of the Equipment order under this Agreement the Buyer intends to terminate; and,
- (ii) Buyer will pay the contract price for any completed Equipment ~~that's~~that has been delivered and accepted in accordance with this Agreement.

For the avoidance of doubt, in the event that Buyer exercises Buyer's Termination for Convenience, Buyer will continue to procure and pay for the contracted Equipment in accordance with this Agreement until the Effective Date of the Buyer's Termination for Convenience.

The rights and remedies of either party under this Section 7 are in addition to any other rights and remedies provided by law or under this Agreement.

8. FEES AND TAXES. Unless otherwise stated herein or in an applicable Purchase Order, Seller will pay for fees and taxes in accordance with the delivery term described herein. Unless otherwise required by United States law, Buyer is exempt from Federal excise taxes. Buyer will only pay State of California or local sales or use taxes on Equipment supplied under this Agreement, as applicable.

9. FORCE MAJEURE. Neither Seller or Buyer will be responsible to perform under this Agreement as a result of acts beyond its reasonable control including, without limitation, acts of God, fire, flood, earthquakes or other man made or natural disasters, outbreak of disease, acts of war or terrorism or crime, shortage of power supply, transportation or other utility service, governmental action, labor disputes, or civil unrest (each a "Force Majeure Event"). The affected party will, as soon as reasonably practicable after the occurrence of any such Force Majeure Event, (a) provide written notice to the other party of the nature and extent of any such Force Majeure Event; and (b) use reasonable efforts to

remove any such causes and resume performance under this Agreement as soon as reasonably practicable. If performance is not reasonably practicable within seven (7) calendar days, then the other party may then terminate this Agreement by written notice to the affected party.

10. LIMITS ON LIABILITY. To the maximum extent permitted by law, the parties agree as follows: (1) Liability. Seller's maximum liability (however caused) arising from this Agreement will in no event exceed all amounts actually paid by Buyer to Seller for the particular Purchase Order in dispute under this Agreement. (2) Consequential Damages. In no event will Seller be liable for any consequential, special, incidental, indirect, or punitive damages, including without limitation lost profits, whether the claim is based on contract, tort, strict liability, or any other theory of law or equity, even if advised of the possibility of such damages.

11. LIMITS ON WARRANTY. Seller warrants that Equipment furnished hereunder will conform to the Equipment specifications stated in Exhibit A upon their arrival at the Delivery Location ("Specifications"). Outside of the foregoing Specifications, Seller (a) makes no warranties or representations, either expressed or implied, as to the Equipment (or any of the Equipment's parts or accessories) provided for under this Agreement and (b) makes no warranty of merchantability or fitness of the Equipment provided for under this Agreement for any particular purpose.

12. AFFILIATE GUARANTEE. Subject to the requirements in this Agreement, in the event that Seller breaches a Guaranteed Material Obligation (defined below) under this Agreement, and such breach is unexcused and not remedied within seven (7) calendar days, BYD Motors LLC, a subsidiary of BYD Co., Ltd., will guarantee Seller's performance under this Agreement (the "Guarantor").

(a) For the purposes of this Section, "Guaranteed Material Obligation" will exclusively mean the following: (i) Sellers fails to obtain NIOSH certification for N95 masks by April 30, 2020; or, (ii) ~~(iii)~~ Seller materially fails to deliver the N95 masks as specified in Exhibit B..

(b) Solely to the extent that the Seller is unable to fulfill the Guaranteed Material Obligations in accordance to this Section, Guarantor will step in to assume the obligations of Seller under this Agreement and, as applicable, fulfill the Guaranteed Material Obligations or take responsibility for Seller's liabilities arising the same, including, as applicable, any Seller liability to refund some or all of the Buyer's prepayment amount under this Agreement.

13. ENTIRE AGREEMENT; WAIVER. This Agreement constitutes the entire agreement of the parties hereto. All prior agreements, whether oral or in writing, are superseded. No waiver or modification of this Agreement will be effective unless in writing and signed by both parties.

14. WAIVER OF RIGHTS. Any action or inaction by either the Seller or Buyer or failure to enforce any right or provision of the Agreement will not be construed as a waiver by either Seller or Buyer of its rights hereunder and will not prevent either Seller or Buyer from enforcing such provision or right on any future occasion. The rights and remedies are cumulative and are in addition to any other rights or remedies that are available at law or in equity.

15. BINDING ON SUCCESSORS AND PERMITTED ASSIGNS. This Agreement will not be assignable by either the Seller or Buyer in whole or in part without written consent of the parties. This Agreement will be binding upon and inure to the benefit of any successors and permitted assigns of the parties hereto.

16. NOTICES. All notices and correspondence herein provided to be given, or which may be given by either party to the other, will be deemed to have been fully given when made in writing and: 1) deposited in the United States Mail, certified and postage prepaid or sent via an alternate commercial overnight delivery service (i.e. FedEx or similar) with receiver's signature required; and, (2) with a carbon copy sent via electronic mail, addressed as follows:

Seller: Global Healthcare Product Solutions, LLC
919 North Market Street, Suite 950
Wilmington, DE 19801
Attention: Legal Department
e-mail: contact@ghps.us

with a copy to the Guarantor:

BYD Motors, LLC
1800 S Figueroa St.
Los Angeles, CA 90015
Attention: Legal Department
e-mail: notices@byd.com

Buyer: California Governor's Office of Emergency Services
Attention: Legal Department
3650 Schriever Avenue
Mather, CA 95655
e-mail: BYDinvoice@caloes.ca.gov

The address to which notices and correspondence will be mailed to either party may be changed by giving written notice to the other party.

17. GOVERNING LAW; DISPUTE RESOLUTION. This Agreement will be interpreted and construed solely in accordance with the laws of the State of California without regard to its choice of law principles. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, will exclusively be settled by arbitration administered by the American Arbitration Association (or by mutual agreement JAMS) in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The place of arbitration will be Sacramento, California. The number of arbitrator(s) will be one (1). Seller will pay for the dispute resolution organization's standard and customary initiation fee required to initiate the arbitration with that organization, not to exceed \$6000, even in the circumstance where the Buyer is initiating arbitration. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator will be entitled to issue injunctive and other equitable relief. A party may apply to any court with jurisdiction for interim or conservatory relief, including without limitation a proceeding to compel arbitration. The parties agree to arbitrate all disputes arising from this Agreement on an individual basis (and in strict accordance to this paragraph) and each party waives the right to participate in a class action lawsuit against the other party. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

18. HEADINGS. Headings at the beginning of each section are solely for the convenience of the parties and will not be considered when interpreting this Agreement.

19. SEVERABILITY. If any of the provisions of this Agreement are prohibited by or held invalid under applicable laws or regulations of any jurisdiction in which this Agreement is sought to be enforced, then that provision will be considered inapplicable and omitted but will not invalidate the remaining provisions.

20. SURVIVAL. All provisions regarding Section 10 (Limits on Liability), Section 11 (Limits on Warranty), Section 13 (Entire Agreement; Waiver), Section 14 (Waiver of Rights), Section 15 (Binding on Successors and Permitted Assigns), Section 16 (Notice), Section 17 (Governing Law; Dispute Resolution), Section 19 (Severability), Section 32 (Rights and Remedies), Section 41 (Access to Records), Section 43 (Compliance with Federal Law, Regulations, and Executive Orders) and, this Section 20 (Survival) will survive any termination of this Agreement.

21. COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

22. INDEPENDENT CONTRACTOR: Seller and the agents and employees of Seller, in the performance of this Agreement, will act in an independent capacity and not as officers or employees or agents of the Buyer.

23. COMPLIANCE WITH STATUTES AND REGULATIONS: Seller warrants and certifies that in the performance of this Agreement, it will comply in all material respects, with all applicable statutes, rules, regulations and orders of the United States and the State of California and agrees to indemnify the Buyer against any third-party claims, loss, cost, damage or liability (together "Claims") occurring due to Seller's violation of this Section 23 "Compliance with Statutes and Regulations".

24. SELLER'S POWER AND AUTHORITY: The Seller warrants that it has full power and authority to enter into the Agreement and will hold the Buyer harmless from and against any third-party claims loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this Section 24 "Seller's Power and Authority" or infringement of any patent, copyright, and/or trade secret.

25. AFFILIATE GUARANTOR'S POWER AND AUTHORITY: The Guarantor warrants that it has full power and authority to guarantee this Agreement.

26. SUBSTITUTIONS: Substitution of Equipment may not be tendered without advance written consent of the Buyer. Seller will not use any specification in lieu of those contained in the Agreement without written consent of the Buyer.

27. NEWLY MANUFACTURED EQUIPMENT: All Equipment furnished under this Agreement will be newly manufactured Equipment; used or reconditioned Equipment is prohibited.

28. COVENANT AGAINST GRATUITIES: The Seller warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of the Buyer with a view toward securing the Agreement or securing favorable treatment with respect to any determinations concerning the performance of the Agreement. For breach or violation of this Section 28 "Covenant Against Gratuities", the Buyer will have the right to terminate the Agreement, either in whole or in part.

29. SWEATFREE CODE OF CONDUCT: (a) Sweatfree Code of Conduct. Seller declares under penalty of perjury that no apparel, garments or corresponding accessories, Equipment, materials, or supplies furnished to the Buyer pursuant to the Agreement have been produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the

benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Seller further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108. (b) Records. Seller agrees to cooperate fully in providing reasonable access to its records, documents, agents or employees, or premises if reasonably required by authorized officials of the Buyer, the Department of Industrial Relations, or the Department of Justice to determine Seller's compliance with the requirements under Section 29(a) "Sweatfree Code of Conduct".

30. Manufacturing Audits. The Buyer reserves the right to utilize a third party representative to audit Seller's manufacturing facility and/or conduct source inspection of Equipment at the end of the production line.

31. Reporting. Seller will keep complete, timely and accurate records, including, but not limited to incoming material quality, in-process yield, outgoing quality, regulatory compliance, production schedules, material shortages and shipment performance. Seller will provide the Buyer with on-line access to such records and will provide written reports to the Seller as requested.

32. RIGHTS AND REMEDIES.

(a) Should Seller fail to obtain the certification required in Section 2 "N95 Contingency", Seller will, no later than May 8, 2020, refund to Buyer the Buyer's entire prepayment to Seller for the N95 masks.

(b) In the event Buyer rejects Equipment pursuant to Section 5 "Acceptance", in whole or in part, due to nonconformity, Buyer may choose, at its sole discretion, one of the following: (i) Seller will, without expense to Buyer, immediately replace all such rejected Equipment with other Equipment conforming to the Agreement, at Seller's sole expense; or (ii) Seller will, within five (5) business days of Buyer's rejection of Equipment, refund all applicable portions of the monies paid to Seller for such nonconforming Equipment, including pro-rated prepayment, for that rejected Equipment.

(c) Subject to Section 7(d) "Term & Termination", in the event Buyer exercises Buyer's Termination for Convenience, following the Effective Date of the Buyer's Termination for Convenience, Seller will, within three (3) business days thereafter, remit, through wire transfer to Buyer, an entire refund of all monies Buyer paid to Seller, including any

prepayment or advancement of funds, under this Agreement less payment for delivered and accepted Equipment.

- (d) Subject to Section 9 "Force Majeure", if either party terminates this Agreement as a result of a Force Majeure Event, Seller will, within three (3) business days, remit, through wire transfer to Buyer, a refund of all monies Buyer paid to Seller, including any prepayment or advancement of funds, under this Agreement, less payment for delivered and accepted Equipment.

For the avoidance of doubt, in the event that: (i) Buyer exercises any right to terminate under this Agreement; or, (ii) Seller materially fails to perform its Equipment delivery obligations under this Agreement, Seller will return to Buyer all monies paid, less payment for delivered and accepted Equipment.

33. NONDISCRIMINATION

a) During the performance of this Agreement, Seller and its subcontractors will not unlawfully discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, and denial of family care leave. Seller and Seller's subcontractors will ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Seller and its subcontractors will comply with the provision of the Fair Employment and Housing Act (Government Code, section 12990 et seq.) and the applicable regulations promulgated thereunder (Cal. Code of Regulations, Title 2, section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in Chapter 5, Division 4, of Title 2 of the California Code of Regulations are incorporated into the Agreement by reference and made a part hereof, as if set forth in full. Seller and its subcontractors will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

b) The Seller will include nondiscrimination and compliance provisions of this Section 33 "Nondiscrimination" in all subcontracts to perform work under the Agreement.

34. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, the Seller agrees as follows:

- a. The Seller will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Seller will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- b. The Seller agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- c. The Seller will, in all solicitations or advertisements for employees placed by or on behalf of the Seller, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- d. The Seller will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Seller's legal duty to furnish information.
- e. The Seller will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Seller's commitments under this section,

and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- f. The Seller will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- g. The Seller will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- h. In the event of the Seller's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Seller may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- i. The Seller will include the portion of the sentence immediately preceding this Section 34(a) and the provisions of Section 34(a) through Section 34(h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Seller will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event the Seller becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Seller may request the United States to enter into such litigation to protect the interests of the United States.

The Seller further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work; provided, that if the Seller so participating is a State or local government, the above equal

opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Seller agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Sellers and subcontractor with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Seller further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon.

This provision solely applies to Seller or Seller subcontractors or Seller Vendors under the jurisdiction of the laws and regulations of the State of California or the United States Government.

35. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Compliance with the Contract Work Hours and Safety Standards Act.

- a. **Overtime requirements.** No Seller or subcontractor contracting for any part of this Agreement which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in Section 35(a), the Seller and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated

damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in Section 35(a), in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in Section 35(a).

- c. **Withholding for unpaid wages and liquidated damages.** The Federal Emergency Management Agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Seller or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Seller or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in Section 35(b).
- d. **Subcontracts.** The Seller or subcontractor shall insert in any subcontracts the clauses set forth in Section 35(a) through Section 35(d) and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in Section 35(a) through Section 35(d).

36. CLEAN AIR ACT

- a. The Seller agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. Section 7401 et seq.
- b. The Seller agrees to report each violation to the California Air Resources Board and understands and agrees that the California Air Resources Board will, in turn, report each violation as required to assure notification to the Department of Resources Recycling and Recovery, the California Governor's Office of Emergency Services, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
- c. The Seller agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

37. THE FEDERAL WATER POLLUTION CONTROL ACT

- a. The Seller agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. Sections 1251 et seq.
- b. The Seller agrees to report each violation to the State Water Resources Control Board and understands and agrees that the State Water Resources Control Board will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
- c. The Seller agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

38. DEBARMENT AND SUSPENSION CLAUSE

- A. This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Seller is required to verify that none of the Seller, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- B. The Seller must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- C. This certification is a material representation of fact relied upon by the State of California. If it is later determined that the Seller did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of California, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- D. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

39. BYRD ANTI-LOBBYING CLAUSE

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Sellers who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 44 C.F.R. PART 18- CERTIFICATION REGARDING LOBBYING

The undersigned [Seller] certifies, to the best of his or her knowledge, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this

certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Seller certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Seller understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Seller's Authorized Official

| [Ke Li, Authorized Representative](#)

Name and Title of Seller's Authorized Official

| [April 7, 2020](#)
Date: _____

40. PROCUREMENT OF RECOVERED MATERIALS

- A. In the performance of this Agreement the Seller shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired-
 - i. Competitively within a timeframe providing for compliance with the Agreement performance schedule;
 - ii. Meeting Agreement performance requirements; or
 - iii. At a reasonable price.
- B. Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- C. The Seller also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

41. ACCESS TO RECORDS

The following access to records requirements apply to this Agreement:

- A. The Seller agrees to provide the State of California, the FEMA Administrator, the Controller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Seller which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- B. The Seller agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. The Seller agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the Agreement.
- D. In compliance with the Disaster Recovery Act of 2018, the State of California and the Seller acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

42. DHS SEAL, LOGO, AND FLAGS

The Seller shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

43. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the Agreement only. The Seller will comply with all federal law, regulations, executive orders, FEMA policies, procedures, and directives.

44. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, Seller, or any other party pertaining to any matter resulting from the Agreement.

45. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Seller acknowledges the 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Seller's action pertaining to this Agreement.

46. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

Seller swears under penalty of perjury that no more than one final, unappealable finding of contempt of court by a Federal court has been issued against the Seller within the immediately preceding two-year period because of the Seller's failure to comply with an order of the National Labor Relations Board. This provision is required by, and shall be construed in accordance with, Public Contract Code section 10296.

47. APPLICABILITY

For the avoidance of doubt Sections 33-46 of this Agreement shall solely apply to Seller or Seller subcontractors or Seller Vendors under the jurisdiction of the laws and regulations of, as applicable, the State of California or the Federal Government of the United States of America.

(Signature Page Follows)

BY SIGNING BELOW, BOTH PARTIES HERETO ACCEPTS THE TERMS AND
CONDITIONS OF THIS AGREEMENT.

BUYER:

By: _____
(Signature)

Name: Mark Ghilarducci

Title: Director, Governor's Office of Emergency Services

Date:

Address: 3650 Schriever Avenue, Mather, CA 95655

E-mail: Mark.Ghilarducci@caloes.ca.gov

Phone: (916) 845-8510

SELLER:

By: _____
(Signature)

Name: Ke Li

Title: Authorized Representative

Date: April 7, 2020

Address: 919 North Market Street, Suite 950, Wilmington, DE 19801

E-mail: contact@ghps.us

Phone: [REDACTED]

By signing below, the Guarantor hereunder agrees to bound solely to the terms and conditions in this Section 12 "Affiliate Guaranty" and no other provision.

GUARANTOR:

By: _____
(Signature)

Name: Ke Li

Title: President

Date: April 7, 2020

Address: 1800 S Figueroa St, Los Angeles, CA 90015

E-mail: notices@byd.com

Phone: (800)BYD-AUTO

From: john.zhuang@byd.com
To: [Bollinger, Jennifer@CalOES](mailto:Bollinger_Jennifer@CalOES); [Pal, Alex@CalOES](mailto:Pal_Alex@CalOES); junei.chen@byd.com
Subject: MASTER SUPPLY AGREEMENT Health Products California
Date: Monday, April 6, 2020 10:00:19 PM
Attachments: [image001.png](#)
[MASTER SUPPLY AGREEMENT Health Products California \(v7 BYD Clean\).docx](#)
[MASTER SUPPLY AGREEMENT Health Products California \(v7 BYD Redline\).docx](#)
[MASTER SUPPLY AGREEMENT Health Products California \(v7 BYD Redline\).pdf](#)

Jennifer and Alex:

Please see attached:

- MASTER SUPPLY AGREEMENT Health Products California (v7 BYD Redline).pdf
- MASTER SUPPLY AGREEMENT Health Products California (v7 BYD Clean).docx
- MASTER SUPPLY AGREEMENT Health Products California (v7 BYD Redline).docx

I'll call you now to walk you through our edits. After we finalize the body of the contract, I will turn my attention to finalizing Exhibit A and Exhibit B.

Best,
John



John Zhuang, Esq. / Counsel

BYD America
1800 S Figueroa St, Los Angeles, CA
(213) 748-3980 [REDACTED]

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EQUIPMENT MASTER SUPPLY PURCHASE ORDER AGREEMENT

This Equipment Master Supply Purchase Order Agreement (hereinafter "Agreement" or "MSA") is entered into on the ____ day of _____, 2020, by and between Global Healthcare Product Solutions, LLC, a Delaware limited liability company, with the registered address of 919 North Market Street, Suite 950, Wilmington, DE 19801 ("Seller") and the California Governor's Office of Emergency Services with the registered address of 3650 Schriever Avenue, Mather, CA 95655 ("Buyer") (collectively "parties").

RECITAL

WHEREAS, in 2020, the State of California (the Buyer), the United States, and multiple key continents around the world are combating the rapid spread of the deadly pandemic known as the Novel Coronavirus or COVID-19 (the "Pandemic");

WHEREAS, despite the current state of the Pandemic around the world as of April 5, 2020, the parties agree they are capable of performing all obligations under this Agreement;

WHEREAS, the Seller makes and sells certain equipment used in the healthcare industry, including surgical masks, N95 masks, KN95 masks, hand sanitizers, infrared thermometers, and other products;

WHEREAS, the Seller's equipment is vital to reducing and mitigating the spread of the Pandemic in affected regions such as the Buyer's region;

WHEREAS, the Buyer desires to procure large quantities of certain subsets of Seller's healthcare industry equipment, including, without limitations, surgical masks and N95 masks, in order to use the products to combat the Pandemic in California;

WHEREAS, Buyer requires Seller's N95 mask equipment to fulfill National Institute for Occupation Safety and Health ("NIOSH") certification requirement pursuant to Section 2 "N95 Contingency", and Buyer understands that Seller's ability to achieve the requirements in said section will be contingent upon support from the State of California, and the State of California further agrees to provide such support;

WHEREAS, the Buyer enters into this Agreement pursuant to Governor Newsom's March 4, 2020, State of Emergency Proclamation for COVID-19, and

does so as an emergency protective measure to protect the public health and safety;

AGREEMENT

NOW, THEREFORE in consideration of the foregoing and the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **EQUIPMENT AND PRICING.** Seller agrees to sell to Buyer and Buyer agrees to buy from Seller the Seller equipment ("Equipment") as set forth in Exhibit A "PRODUCT SPECIFICATIONS AND PAYMENT TERMS."
2. **N95 CONTINGENCY.** The purchase of N95 masks under this Agreement is contingent upon Seller obtaining the National Institute for Occupation Safety and Health ("NIOSH") certification by April 30, 2020 for the N95 masks purchased under this Agreement, unless both parties agree in writing to extend this due date.
3. **PAYMENT METHOD.** (a) When Buyer is making payment to Seller, Buyer shall make payment by bank wire transfer to the bank account below:

Receiving Bank: [REDACTED]
Bank Address: [REDACTED]
Beneficiary: Global Healthcare Product Solutions, LLC
Beneficiary Address: 1800 S. Figueroa Street, Los Angeles, CA 90015
Bank Account Number: [REDACTED]
Bank Routing Number (Domestic Wires): [REDACTED]

(b) [OPEN] In the event that Seller is required under this Agreement to transfer money to Buyer, Seller shall make payment by bank wire transfer to the bank account below:

Receiving Bank:
Bank Address:
Beneficiary:
Beneficiary Address:
Bank Account Number:
Bank Routing Number (Domestic Wires):

4. **DELIVERY.** (a) Schedule & Location. Delivery shall be made in accordance to the schedule stated in Exhibit B ("Delivery Schedule"). The delivery location for the Equipment shall be [REDACTED]

██████████ "Delivery Location"). The Equipment shall be shipped via air carrier by Seller. The delivery term shall be INCOTERM 2020 DDP to the Delivery Location, at which time risk of loss and title shall pass to Buyer.

(b) Time of Delivery. Seller will use its best business efforts to achieve on-time delivery consistent with the Delivery Schedule.

5. ACCEPTANCE. All Equipment ordered by Buyer may be subject to delivery acceptance inspection and testing by the Buyer or its authorized representatives at the Delivery Location. Buyer will give written notice of rejection of Equipment delivered within three (3) business days after receipt of Equipment at the Delivery Location. Such notice of rejection will state the respects in which the Equipment does not substantially conform to specifications stated in Exhibit A. If the Buyer does not provide such notice of rejection within three (3) business days after the Equipment arrives in the United States, such Equipment will be deemed to have been accepted. Acceptance by the Buyer will be final and irreversible, except as it relates to latent defects, fraud, and gross mistakes amounting to fraud. Subject to this Agreement, Buyer's acceptance shall not be construed to waive any warranty rights (if any) that the Buyer may have at law or under this Agreement with respect to any nonconformity.

6. INVOICE & PAYMENT. (a) Invoicing Procedure. Unless otherwise specified, all invoices arising from this agreement will be sent in paper format to:

The Governor's Office of Emergency Services
Attn: Accounting Unit
3650 Schriever Avenue
Mather, CA 95655

and in digital format to:

BYDinvoice@caloes.ca.gov.

Paper invoices will be submitted in triplicate and will include the Agreement number.

(b) Timing & Payment of Invoices. (1) Prepayment. Buyer will make a prepayment three (3) business days from the date Buyer approves this Agreement. At Buyer's sole and operational discretion, Buyer may remit prepayment to Seller before three (3) business days. (2) During the term of this Agreement, Seller shall invoice Buyer in accordance to this Section 6, twice a week on every Monday and Thursday, and payment shall be made on the business day following such invoicing date. Invoice payments made on Tuesday of each week will be payment for Purchase Order deliveries made during each of the previous four days, and invoice payments made on Friday of

each week will be payment for Purchase Order deliveries made during each of the previous three days. Buyer shall pay Seller, in the manner prescribed in Section 3 "Payment Method". At the end of this Agreement's term, if there are any unpaid Purchase Order deliveries, such invoices shall be paid in full within five (5) business days.

(c) Payment of Invoices. Additionally, both parties understand and agree that Seller's continued performance under this Agreement is contingent upon the timely payment of its invoices when due.

7. TERM & TERMINATION. (a) Term. This Agreement shall commence upon the full execution of this Agreement and shall continue through the end of June 2020 (this first term and the related delivery and payment obligations shall be known herein as "Batch A").

(b) Buyer's Option to Extend Term. Buyer shall have the option to exercise a right to extend this Agreement for additional one-month terms, at the same price as set forth in Exhibit A, for a maximum of two (2) additional months. Buyer agrees to provide thirty (30) calendar days of advance written notice to Seller of Buyer's intent to exercise this option (these two optional subsequent terms and the related delivery and payment obligations shall be known herein as "Batch B" and "Batch C", respectively).

(c) Seller's Right to Terminate for Convenience. If there are no pending or unfulfilled Purchase Orders outstanding, or Buyer has not exercised the right to extend this Agreement, Seller may at its sole discretion, and without any further liability or penalty, terminate this Agreement by sending written notice of termination to Buyer and such notice shall be effective immediately ("Seller's Right to Terminate for Convenience").

(d) Buyer's Right to Terminate for Convenience. The Buyer may terminate this Agreement (in part or in whole) for any reason by delivering a written notice of termination for Buyer's convenience to Seller seven (7) days in advance of the effective date of Buyer's termination for convenience ("Buyer's Termination for Convenience" or "Effective Date of the Buyer's Termination for Convenience").

On the Effective Date of the Buyer's Termination for Convenience, and except as directed by the Buyer, the Seller will immediately proceed with the following obligations:

- (i) Stop work as specified in the Buyer's Termination for Convenience;
- (ii) Place no further subcontracts for materials, services, or facilities, except as necessary to complete the continued portion of the Agreement;

- (iii) Use its best business efforts to terminate all subcontracts to the extent they relate to the work terminated;
- (iv) Use its best business efforts to settle all outstanding liabilities and termination settlement proposals arising from termination of subcontracts;
- (v) Seller to remit and refund to Buyer the entire prepayment less payment for accepted Equipment.

On the Effective Date of the Buyer's Termination for Convenience, Buyer shall have the following obligations:

- (i) Within three (3) business days of delivery, inform Seller in writing the portion of the Equipment order under this Agreement the Buyer intends to terminate; and,
- (ii) Buyer will pay the contract price for any completed Equipment that's been delivered and accepted in accordance with this Agreement.

For the avoidance of doubt, in the event that Buyer exercises Buyer's Termination for Convenience, Buyer shall continue to procure and pay for the contracted for Equipment in accordance with this Agreement until the Effective Date of the Buyer's Termination for Convenience.

The rights and remedies of either party under this Section 7 are in addition to any other rights and remedies provided by law or under this Agreement.

8. FEES AND TAXES. Unless otherwise stated herein or in an applicable Purchase Order, Seller shall pay for fees and taxes in accordance with the delivery term described herein. Unless otherwise required by United States law, Buyer is exempt from Federal excise taxes. Buyer will only pay State of California or local sales or use taxes on Equipment supplied under this Agreement, as applicable.

9. FORCE MAJEURE. Neither Seller or Buyer will be responsible to perform under this Agreement as a result of acts beyond its reasonable control including, without limitation, acts of God, fire, flood, earthquakes or other man made or natural disasters, outbreak of disease, acts of war or terrorism or crime, shortage of power supply, transportation or other utility service, governmental action, labor disputes, or civil unrest (each a "Force Majeure Event"). The affected party shall, as soon as reasonably practicable after the occurrence of any such Force

Majeure Event, (a) provide written notice to the other party of the nature and extent of any such Force Majeure Event; and (b) use reasonable efforts to remove any such causes and resume performance under this Agreement as soon as reasonably practicable. If performance is not reasonably practicable within seven (7) days, then the other party may then terminate this Agreement by written notice to the affected Party.

10. LIMITS ON LIABILITY. To the maximum extent permitted by law, the parties agree as follows: (1) Liability. Seller's maximum liability (however caused) arising from this Agreement shall in no event exceed all amounts actually paid by Buyer to Seller for the particular Purchase Order in dispute under this Agreement. (2) Consequential Damages. In no event shall Seller be liable for any consequential, special, incidental, indirect, or punitive damages, including without limitation lost profits, whether the claim is based on contract, tort, strict liability, or any other theory of law or equity, even if advised of the possibility of such damages.

11. LIMITS ON WARRANTY. Seller warrants that Equipment furnished hereunder will conform to the Equipment specifications stated in Exhibit A upon their arrival at the Delivery Location ("Specifications"). Outside of the foregoing Specifications, Seller (a) makes no warranties or representations, either expressed or implied, as to the Equipment (or any of the Equipment's parts or accessories) provided for under this Agreement and (b) makes no warranty of merchantability or fitness of the Equipment provided for under this Agreement for any particular purpose.

12. AFFILIATE GUARANTEE. Subject to the requirements in this Agreement, in the event that Seller breaches a Guaranteed Material Obligation (defined below) under this Agreement, and such breach is unexcused and not remedied within a reasonable time, BYD Motors LLC, a subsidiary of BYD Co., Ltd., will guarantee Seller's performance under this Agreement (the "Guarantor").

(a) For the purposes of this Section, "Guaranteed Material Obligation" shall exclusively mean the following: (i) Seller fails to obtain NIOSH certification for N95 masks by April 30, 2020; or, (ii) Seller fails to deliver any Material Quantity of the contracted for N95 masks by the end of the applicable term. For the purposes of this Section 12 "Affiliate Guarantee", Material Quantity shall mean 450 or more units of Equipment per shipment.

(b) Solely to the extent that the Seller is unable to fulfill the Guaranteed Material Obligations in accordance to this Section, Guarantor will step in to the assume the obligations of Seller under this Agreement and, as applicable, fulfill the Guaranteed Material Obligations or take responsibility for Seller's liabilities arising the same, including, as applicable, any Seller liability to refund some or all of the Buyer's prepayment amount under this Agreement.

13. ENTIRE AGREEMENT; WAIVER. This Agreement constitutes the entire agreement of the parties hereto. All prior agreements, whether oral or in writing, are superseded. No waiver or modification of this Agreement will be effective unless in writing and signed by both parties.

14. WAIVER OF RIGHTS. Any action or inaction by either the Seller or Buyer or failure to enforce any right or provision of the Agreement will not be construed as a waiver by either Seller or Buyer of its rights hereunder and will not prevent either Seller or Buyer from enforcing such provision or right on any future occasion. The rights and remedies are cumulative and are in addition to any other rights or remedies that are available at law or in equity.

15. BINDING ON SUCCESSORS AND PERMITTED ASSIGNS. This Agreement will not be assignable by either the Seller or Buyer in whole or in part without written consent of the parties. This Agreement shall be binding upon and inure to the benefit of any successors and permitted assigns of the parties hereto.

16. NOTICES. All notices and correspondence herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and: 1) deposited in the United States Mail, certified and postage prepaid or sent via an alternate commercial overnight delivery service (i.e. FedEx or similar) with receiver's signature required; and, (2) with a carbon copy sent via electronic mail, addressed as follows:

Seller: Global Healthcare Product Solutions, LLC
919 North Market Street, Suite 950
Wilmington, DE 19801
Attention: Legal Department
e-mail: contact@ghps.us

with a copy to the Guarantor:

BYD Motors, LLC
1800 S Figueroa St.
Los Angeles, CA 90015
Attention: Legal Department
e-mail: notices@byd.com

Buyer: California Governor's Office of Emergency Services
Attention: Legal Department
3650 Schriever Avenue
Mather, CA 95655
e-mail: BYDinvoice@caloes.ca.gov

The address to which notices and correspondence shall be mailed to either party may be changed by giving written notice to the other party.

17. GOVERNING LAW; DISPUTE RESOLUTION. This Agreement shall be interpreted and construed solely in accordance with the laws of the State of California without regard to its choice of law principles. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall exclusively be settled by arbitration administered by the American Arbitration Association or JAMS in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The place of arbitration shall be Sacramento, California. The number of arbitrator(s) shall be one (1). Seller shall pay for the dispute resolution organization's standard and customary initiation fee required to initiate the arbitration with that organization, not to exceed \$6000, even in the circumstance where the Buyer is initiating arbitration. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator shall be entitled to issue injunctive and other equitable relief. A party may apply to any court with jurisdiction for interim or conservatory relief, including without limitation a proceeding to compel arbitration. The parties agree to arbitrate all disputes arising from this Agreement on an individual basis (and in strict accordance to this paragraph) and each party waives the right to participate in a class action lawsuit against the other party. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

18. HEADINGS. Headings at the beginning of each section are solely for the convenience of the parties and shall not be considered when interpreting this Agreement.

19. SEVERABILITY. If any of the provisions of this Agreement are prohibited by or held invalid under applicable laws or regulations of any jurisdiction in which this Agreement is sought to be enforced, then that provision shall be considered inapplicable and omitted but shall not invalidate the remaining provisions.

20. SURVIVAL. All provisions regarding Section 10 (Limits on Liability), Section 11 (Limits on Warranty), Section 13, (Entire Agreement; Waiver), Section 15 (Binding on Successors and Permitted Assigns), Section 13 (Notice), Section 19 (Severability), Provision 17 (Governing Law; Dispute Resolution), and, this Section 20 (Survival) shall survive any termination of this Agreement.

21. COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

22. INDEPENDENT CONTRACTOR: Seller and the agents and employees of Seller, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the Buyer.

23. COMPLIANCE WITH STATUTES AND REGULATIONS: Seller warrants and certifies that in the performance of this Agreement, it will comply in all material respects, with all applicable statutes, rules, regulations and orders of the United States and the State of California and agrees to indemnify the Buyer against any third-party claims, loss, cost, damage or liability (together "Claims") occurring due to Seller's violation of this Section 21 "Compliance with Statutes and Regulations".

24. SELLER'S POWER AND AUTHORITY: The Seller warrants that it has full power and authority to enter into the Agreement and will hold the Buyer harmless from and against any third-party claims loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this Section 22 "Seller's Power and Authority" or infringement of any patent, copyright, and/or trade secret.

25. AFFILIATE GUARANTOR'S POWER AND AUTHORITY: The Guarantor warrants that it has full power and authority to guarantee this Agreement.

26. SUBSTITUTIONS: Substitution of Equipment may not be tendered without advance written consent of the Buyer. Seller shall not use any specification in lieu of those contained in the Agreement without written consent of the Buyer.

27. NEWLY MANUFACTURED EQUIPMENT: All Equipment furnished under this Agreement will be newly manufactured Equipment; used or reconditioned Equipment is prohibited.

28. COVENANT AGAINST GRATUITIES: The Seller warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of the Buyer with a view toward securing the Agreement or securing favorable treatment with respect to any determinations concerning the performance of the Agreement. For breach or violation of this provision, the Buyer shall have the right to terminate the Agreement, either in whole or in part.

29. SWEATFREE CODE OF CONDUCT: (a) Sweatfree Code of Conduct. Seller declares under penalty of perjury that no apparel, garments or corresponding accessories, Equipment, materials, or supplies furnished to the Buyer pursuant to the Agreement have been produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under

penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Seller further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108. (b) Records. Seller agrees to cooperate fully in providing reasonable access to its records, documents, agents or employees, or premises if reasonably required by authorized officials of the Buyer, the Department of Industrial Relations, or the Department of Justice to determine Seller's compliance with the requirements under Section 26(a) "Sweatfree Code of Conduct".

30. Manufacturing Audits. The Buyer reserves the right to utilize a third party representative to audit Seller's manufacturing facility and/or conduct source inspection of Equipment at the end of the production line.

31. Reporting. Seller will keep complete, timely and accurate records, including, but not limited to incoming material quality, in-process yield, outgoing quality, regulatory compliance, production schedules, material shortages and shipment performance. Seller will provide the Buyer with on-line access to such records and will provide written reports to the Seller as requested.

32. RIGHTS AND REMEDIES.

(a) Should Seller fail to obtain the certification required in Section 2 "N95 Contingency", Seller shall, no later than May 8, 2020, refund to Buyer the Buyer's entire prepayment to Seller for the N95 masks.

(b) In the event Buyer rejects Equipment pursuant to Section 5 "Acceptance", in whole or in part, due to nonconformity, Buyer may choose, at its sole discretion, one of the following: (i) Seller will, without expense to Buyer, immediately replace all such rejected Equipment with other Equipment conforming to the Agreement, at Seller's sole expense; or (ii) Seller will, within five (5) business days of Buyer's rejection of Equipment, refund all applicable portions of the monies paid to Seller for such nonconforming Equipment, including pro-rated prepayment, for that rejected Equipment.

(c) Subject to Section 7(d) "Term & Termination", in the event Buyer exercises Buyer's Termination for Convenience, following the Effective Date of the Buyer's Termination for Convenience, Seller shall, within three (3) business days thereafter, remit, through wire transfer to Buyer, an entire refund of all monies Buyer paid to Seller, including any

prepayment or advancement of funds, under this Agreement less payment for delivered and accepted Equipment.

- (d) Subject to Section 9 "Force Majeure", if Either Party terminates this Agreement as a result of a Force Majeure Event, Seller shall, within three (3) business days, remit, through wire transfer to Buyer, a refund of all monies Buyer paid to Seller, including any prepayment or advancement of funds, under this Agreement, less payment for delivered and accepted Equipment.

33. NONDISCRIMINATION

a) During the performance of this Agreement, Seller and its subcontractors shall not unlawfully discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, and denial of family care leave. Seller and Seller's subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Seller and its subcontractors shall comply with the provision of the Fair Employment and Housing Act (Government Code, section 12990 et seq.) and the applicable regulations promulgated thereunder (Cal. Code of Regulations, Title 2, section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in Chapter 5, Division 4, of Title 2 of the California Code of Regulations are incorporated into the Agreement by reference and made a part hereof, as if set forth in full. Seller and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

b) The Seller shall include nondiscrimination and compliance provisions of this Section 30 "Nondiscrimination" in all subcontracts to perform work under the Agreement.

34. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, the Seller agrees as follows:

- a. The Seller will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Seller will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual

orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

- b. The Seller agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- c. The Seller will, in all solicitations or advertisements for employees placed by or on behalf of the Seller, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- d. The Seller will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Seller's legal duty to furnish information.
- e. The Seller will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Seller's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- f. The Seller will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- g. The Seller will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his

books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- h. In the event of the Seller's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Seller may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- i. The Seller will include the portion of the sentence immediately preceding this Section 31 (a) and the provisions of Section 31 (a) through Section 31 (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Seller will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event the Seller becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Seller may request the United States to enter into such litigation to protect the interests of the United States.

The Seller further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the Seller so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Seller agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Sellers and subcontractor with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such

compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Seller further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon.

This provision solely applies to Seller or Seller subcontractors or Seller Vendors under the jurisdiction of the laws and regulations of the State of California or the United States Government.

35. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Compliance with the Contract Work Hours and Safety Standards Act.

- a. **Overtime requirements.** No Seller or subcontractor contracting for any part of this Agreement which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in Section 32(a), the Seller and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in Section 32(a), in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in Section 32(a).
- c. **Withholding for unpaid wages and liquidated damages.** The Federal Emergency Management Agency shall upon its own action or upon

written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Seller or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Seller or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in Section 32(b).

- d. **Subcontracts.** The Seller or subcontractor shall insert in any subcontracts the clauses set forth in Section 32(a) through Section 32(d) and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in Section 32(a) through Section 32(d).

36. CLEAN AIR ACT

- a. The Seller agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. Section 7401 et seq.
- b. The Seller agrees to report each violation to the California Air Resources Board and understands and agrees that the California Air Resources Board will, in turn, report each violation as required to assure notification to the Department of Resources Recycling and Recovery, the California Governor's Office of Emergency Services, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
- c. The Seller agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

37. THE FEDERAL WATER POLLUTION CONTROL ACT

- a. The Seller agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. Sections 1251 et seq.
- b. The Seller agrees to report each violation to the State Water Resources Control Board and understands and agrees that the State Water Resources Control Board will, in turn, report each violation as required to

assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

- c. The Seller agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

38. DEBARMENT AND SUSPENSION CLAUSE

- A. This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Seller is required to verify that none of the Seller, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- B. The Seller must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- C. This certification is a material representation of fact relied upon by the State of California. If it is later determined that the Seller did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of California, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- D. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

39. BYRD ANTI-LOBBYING CLAUSE

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Sellers who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection

with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 44 C.F.R. PART 18- CERTIFICATION REGARDING LOBBYING

The undersigned [Seller] certifies, to the best of his or her knowledge, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Seller certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Seller understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Seller's Authorized Official

Name and Title of Seller's Authorized Official

Date: _____

40. PROCUREMENT OF RECOVERED MATERIALS

- A. In the performance of this Agreement the Seller shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired-
 - i. Competitively within a timeframe providing for compliance with the Agreement performance schedule;
 - ii. Meeting Agreement performance requirements; or
 - iii. At a reasonable price.
- B. Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- C. The Seller also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

41. ACCESS TO RECORDS

The following access to records requirements apply to this Agreement:

- A. The Seller agrees to provide the State of California, the FEMA Administrator, the Controller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Seller which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

- B. The Seller agrees to permit any of the foregoing parties to reproduce by any means whatsoever of to copy excerpts and transcriptions as reasonably needed.
- C. The Seller agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the Agreement.
- D. In compliance with the Disaster Recovery Act of 2018, the State of California and the Seller acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

42. DHS SEAL, LOGO, AND FLAGS

The Seller shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

43. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the Agreement only. The Seller will comply with all federal law, regulations, executive orders, FEMA policies, procedures, and directives.

44. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, Seller, or any other party pertaining to any matter resulting from the Agreement.

45. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Seller acknowledges the 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Seller's action pertaining to this Agreement.

46. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

Seller swears under penalty of perjury that no more than one final, unappealable finding of contempt of court by a Federal court has been issued against the Seller within the immediately preceding two-year period because of the Seller's failure to comply with an order of the National Labor Relations Board. This provision is required by, and shall be construed in accordance with, Public Contract Code section 10296.

47. APPLICABILITY

For the avoidance of doubt Sections 33-46 of this Agreement shall solely applies to Seller or Seller subcontractors or Seller Vendors under the jurisdiction of the laws and regulations of, as applicable, the State of California or the Federal Government of the United States of America.

(Signature Page Follows)

BY SIGNING BELOW, BOTH PARTIES HERETO ACCEPTS THE TERMS AND
CONDITIONS OF THIS AGREEMENT.

BUYER:

By: _____
(Signature)

Name:

Title:

Date:

Address:

E-mail:

Phone:

SELLER:

By: _____
(Signature)

Name:

Title:

Date:

Address:

E-mail:

Phone:

By signing below, the Guarantor hereunder agrees to bound solely to the terms and conditions in this Section 11 "Affiliate Guaranty" and no other provision.

GUARANTOR:

By: _____
(Signature)

Name:

Title:

Date:

Address:

E-mail:

Phone:

EXHIBIT A
PRODUCT SPECIFICATIONS AND PAYMENT TERMS

EXHIBIT B
DELIVERY SCHEDULE



EQUIPMENT MASTER SUPPLY PURCHASE ORDER AGREEMENT

This Equipment Master Supply Purchase Order Agreement (hereinafter "Agreement" or "MSA") is entered into on the ____ day of _____, 2020, by and between Global Healthcare Product Solutions, LLC, a Delaware limited liability company, with the registered address of 919 North Market Street, Suite 950, Wilmington, DE 19801 ("Seller") and the California Governor's Office of Emergency Services with the registered address of 3650 Schriever Avenue, Mather, CA 95655 ("Buyer") (collectively "parties").
~~("Buyer") (collectively "parties").~~

RECITAL

WHEREAS, in 2020, the State of California (the Buyer), the United States, and multiple key continents around the world are combating the rapid spread of the deadly pandemic known as the Novel Coronavirus or COVID-19 (the "Pandemic");

WHEREAS, despite the current state of the Pandemic around the world as of April 5, 2020, ~~Parties~~the parties agree they are capable of performing all obligations under this Agreement;

WHEREAS, the Seller makes and sells certain equipment used in the healthcare industry, including surgical masks, N95 masks, KN95 masks, hand sanitizers, infrared thermometers, and other products;

WHEREAS, the Seller's equipment is vital to reducing and mitigating the spread of the Pandemic in affected regions such as the Buyer's region;

WHEREAS, the Buyer desires to procure large quantities of certain subsets of Seller's healthcare industry equipment, including, without limitations, surgical masks and N95 masks, in order to use the products to combat the Pandemic in California;

WHEREAS, Buyer ~~will support BYD through Seller in efforts~~requires Seller's N95 mask equipment to obtain the fulfill National Institute for Occupation Safety and Health ("NIOSH") certification ~~for~~requirement pursuant to Section 2 "N95 Contingency", and Buyer understands that Seller's ability to achieve the requirements in said section will be contingent upon support from the ~~N95 masks purchased under this Agreement;~~State of California, and the State of California further agrees to provide such support;

WHEREAS, the Buyer enters into this Agreement pursuant to Governor Newsom's March 4, 2020, State of Emergency Proclamation for COVID-19, and

does so as an emergency protective measure to protect the public health and safety;

AGREEMENT

NOW, THEREFORE in consideration of the foregoing and the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. EQUIPMENT AND PRICING. Seller agrees to sell to Buyer and Buyer agrees to buy from Seller the Seller equipment ("Equipment") as set forth in Exhibit A "PRODUCT SPECIFICATIONS AND PAYMENT TERMS."

2. N95 CONTINGENCY. The purchase of N95 masks under this Agreement is contingent upon Seller obtaining the National Institute for Occupation Safety and Health ("NIOSH") certification by April 30, 2020 for the N95 masks purchased under this Agreement, unless both parties agree in writing to extend this due date.

3. PAYMENT METHOD. (a) When Buyer is making payment to Seller, Buyer shall make payment ~~pursuant~~ by bank wire transfer to the bank account below:

Receiving Bank: [REDACTED]
Bank Address: [REDACTED]
Beneficiary: Global Healthcare Product Solutions, LLC
Beneficiary Address: 1800 S. Figueroa Street, Los Angeles, CA 90015
Bank Account Number: [REDACTED]
Bank Routing Number (Domestic Wires): [REDACTED]

(b) [OPEN] In the event that Seller is required under this Agreement to transfer money to Buyer, Seller shall make payment by bank wire transfer to the bank account below:

Receiving Bank:
Bank Address:
Beneficiary:
Beneficiary Address:
Bank Account Number:
Bank Routing Number (Domestic Wires):

4. DELIVERY. (a) Schedule & Location. Delivery shall be made in accordance to the schedule stated in Exhibit **AB** ("Delivery Schedule"). The delivery location for the Equipment shall be [REDACTED]

██████ "Delivery Location"). The Equipment shall be shipped via air carrier by Seller. The delivery term shall be INCOTERM 2020 DDP to the Delivery Location, at which time risk of loss and title shall pass to Buyer.

(b) Time of Delivery. Seller will use its best business efforts to achieve on-time delivery consistent with the Delivery Schedule.

5. ACCEPTANCE. All Equipment ordered by Buyer may be subject to delivery acceptance inspection and testing by the Buyer or its authorized representatives at the Delivery Location. Buyer will give written notice of rejection of Equipment delivered within three (3) business days after receipt of Equipment at the Delivery Location. Such notice of rejection will state the respects in which the Equipment does not substantially conform to specifications stated in ~~Insert reference to spec sheet~~ Exhibit A. If the Buyer does not provide such notice of rejection within three (3) business days after the Equipment arrives in the United States, such Equipment will be deemed to have been accepted. Acceptance by the Buyer will be final and irreversible, except as it relates to latent defects, fraud, and gross mistakes amounting to fraud. Subject to this Agreement, Buyer's acceptance shall not be construed to waive any warranty rights (if any) that the Buyer may have at law or under this Agreement with respect to any nonconformity.

6. INVOICE & PAYMENT. (a) Invoicing Procedure. Unless otherwise specified, all invoices arising from this agreement will be sent in paper format to:

The Governor's Office of Emergency Services
Attn: Accounting Unit
3650 Schriever Avenue
Mather, CA 95655

and in digital format to:

BYDinvoice@caloes.ca.gov.

Paper invoices will be submitted in triplicate and will include the Agreement number.

(b) Timing & Payment of Invoices. (1) Prepayment. Buyer will make a prepayment three (3) business days from the date Buyer approves this Agreement. At Buyer's sole and operational discretion, Buyer may remit prepayment to Seller before three (3) business days. (2) During the term of this Agreement, Seller shall invoice Buyer in accordance to this Section 6, twice a week on every Monday and Thursday, and payment shall be made on the business day following such invoicing date. Invoice payments made on Tuesday of each week will be payment for Purchase Order deliveries made during each of the previous four days, and invoice payments made on Friday of

each week will be payment for Purchase Order deliveries made during each of the previous three days. Buyer shall pay Seller, in the manner prescribed in Section 3 "Payment Method". At the end of this Agreement's term, if there are any unpaid Purchase Order deliveries, such invoices shall be paid in full within five (5) business days.

(c) Payment of Invoices. Additionally, both parties understand and agree that Seller's continued performance under this Agreement is contingent upon the timely payment of its invoices when due.

7. TERM & TERMINATION. (a) Term. This Agreement shall commence upon the full execution of this Agreement and shall continue through the end of June 2020 (this first term and the related delivery and payment obligations shall be known herein as "Batch A").

(b) Buyer's Option to Extend Term. Buyer shall have the option to exercise a right to extend this Agreement for additional one-month terms, at the same price as set forth in Exhibit A, for a maximum of two (2) additional months. Buyer agrees to provide thirty (30) calendar days of advance written notice to Seller of Buyer's intent to exercise this option (these two optional subsequent terms and the related delivery and payment obligations shall be known herein as "Batch B" and "Batch C", respectively).

(c) Seller's Right to Terminate for Convenience. If there are no pending or unfulfilled Purchase Orders outstanding, or Buyer has not exercised the right to extend this Agreement, Seller may at its sole discretion, and without any further liability or penalty, terminate this Agreement by sending written notice of termination to Buyer and such notice shall be effective immediately ("Seller's Right to Terminate for Convenience").

(d) Buyer's Right to Terminate for Convenience. The Buyer may terminate this Agreement (in part or in whole) for any reason by delivering a written notice of termination for Buyer's convenience to Seller ~~five (5)~~ seven (7) days in advance of the effective date of Buyer's termination for convenience ("Buyer's Termination for Convenience" or "Effective Date of the Buyer's Termination for Convenience").

On the Effective Date of the Buyer's Termination for Convenience, and except as directed by the Buyer, the Seller will immediately proceed with the following obligations:

- (i) Stop work as specified in the Buyer's Termination for Convenience;
- (ii) Place no further subcontracts for materials, services, or facilities, except as necessary to complete the continued portion of the Agreement;

- (iii) Use its best business efforts to terminate all subcontracts to the extent they relate to the work terminated;
- (iv) Use its best business efforts to settle all outstanding liabilities and termination settlement proposals arising from termination of subcontracts;
- (v) Seller to remit and refund to Buyer the entire prepayment less payment for accepted Equipment.

On the Effective Date of the Buyer's Termination for Convenience, Buyer shall have the following obligations:

- (i) Within three (3) business days of delivery, inform Seller in writing the portion of the Equipment order under this Agreement the Buyer intends to terminate; and,
- (ii) Buyer will pay the contract price for any completed Equipment that's been delivered and accepted in accordance with this Agreement.

For the avoidance of doubt, in the event that Buyer exercises Buyer's Termination for Convenience, Buyer shall continue to procure and pay for the contracted for Equipment in accordance with this Agreement until the Effective Date of the Buyer's Termination for Convenience.

The rights and remedies of either party under this Section 7 are in addition to any other rights and remedies provided by law or under this Agreement.

8. FEES AND TAXES. Unless otherwise stated herein or in an applicable Purchase Order, Seller shall pay for fees and taxes in accordance with the delivery term described herein. Unless otherwise required by United States law, Buyer is exempt from Federal excise taxes. Buyer will only pay State of California or local sales or use taxes on Equipment supplied under this Agreement, as applicable.

9. FORCE MAJEURE. Neither Seller or Buyer will be responsible to perform under this Agreement as a result of acts beyond its reasonable control including, without limitation, acts of God, fire, flood, earthquakes or other man made or natural disasters, outbreak of disease, acts of war or terrorism or crime, shortage of power supply, transportation or other utility service, governmental action, labor disputes, or civil unrest (each a "Force Majeure Event"). The affected party shall, as soon as reasonably practicable after the occurrence of any such Force

Majeure Event, (a) provide written notice to the other party of the nature and extent of any such Force Majeure Event; and (b) use reasonable efforts to remove any such causes and resume performance under this Agreement as soon as reasonably practicable. If performance is not reasonably practicable within ~~five (5)~~seven (7) days, then the other party may then terminate this Agreement by written notice to the affected Party.

10. LIMITS ON LIABILITY. To the maximum extent permitted by law, the parties agree as follows: (1) Liability. Seller's maximum liability (however caused) arising from this Agreement shall in no event exceed all amounts actually paid by Buyer to Seller for the particular Purchase Order in dispute under this Agreement. (2) Consequential Damages. ~~Except as provided in Paragraph 5 herein ("Acceptance"), in~~ no event shall Seller be liable for any consequential, special, incidental, indirect, or punitive damages, including without limitation lost profits, whether the claim is based on contract, tort, strict liability, or any other theory of law or equity, even if advised of the possibility of such damages.

11. LIMITS ON WARRANTY. Seller warrants that Equipment furnished hereunder will conform to the Equipment specifications stated in ~~Exhibit A~~ upon their arrival at the Delivery Location ("Specifications"). Outside of the foregoing Specifications, Seller (a) makes no warranties or representations, either expressed or implied, as to the Equipment (or any of the Equipment's parts or accessories) provided for under this Agreement and (b) makes no warranty of merchantability or fitness of the Equipment provided for under this Agreement for any particular purpose.

12. AFFILIATE GUARANTEE. Subject to the requirements in this Agreement, in the event that Seller breaches a Guaranteed Material Obligation (defined below) under this Agreement, and such breach is unexcused and not remedied within a reasonable time, BYD Motors LLC, a subsidiary of BYD Co., Ltd., will guarantee Seller's performance under this Agreement (the "Guarantor").

(a) For the purposes of this Section, "Guaranteed Material Obligation" shall exclusively mean the following: (i) Sellers fails to obtain NIOSH certification for N95 masks by April 30, 2020; or, (ii) Seller fails to deliver any ~~material quantity~~ Material Quantity of the contracted for N95 masks by the end of the applicable term. ~~Material quantity means [insert definition].~~ For the purposes of this Section 12 "Affiliate Guarantee", Material Quantity shall mean 450 or more units of Equipment per shipment.

Commented [Bj1] Define material and connect to payment schedule

(b) Solely to the extent that the Seller is unable to fulfill the Guaranteed Material Obligations in accordance to this Section, Guarantor will step in to the assume the obligations of Seller under this Agreement and, as applicable, fulfill the Guaranteed Material Obligations or take responsibility for Seller's liabilities

arising the same, including, as applicable, any Seller liability to refund some or all of the Buyer's prepayment amount under this Agreement.

13. ENTIRE AGREEMENT; WAIVER. This Agreement constitutes the entire agreement of the parties hereto. All prior agreements, whether oral or in writing, are superseded. No waiver or modification of this Agreement will be effective unless in writing and signed by both parties.

14. WAIVER OF RIGHTS. Any action or inaction by either the Seller or Buyer or failure to enforce any right or provision of the Agreement will not be construed as a waiver by either Seller or Buyer of its rights hereunder and will not prevent either Seller or Buyer from enforcing such provision or right on any future occasion. The rights and remedies are cumulative and are in addition to any other rights or remedies that are available at law or in equity.

15. BINDING ON SUCCESSORS AND PERMITTED ASSIGNS. This Agreement will not be assignable by either the Seller or Buyer in whole or in part without written consent of the parties. This Agreement shall be binding upon and inure to the benefit of any successors and permitted assigns of the parties hereto.

16. NOTICES. All notices and correspondence herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and: 1) deposited in the United States Mail, certified and postage prepaid or sent via an alternate commercial overnight delivery service (i.e. FedEx or similar) with receiver's signature required; and, (2) with a carbon copy sent via electronic mail, addressed as follows:

Seller: Global Healthcare Product Solutions, LLC
919 North Market Street, Suite 950
Wilmington, DE 19801
Attention: Legal Department
e-mail: contact@ghps.us

with a copy to the Guarantor:

BYD Motors, LLC
1800 S Figueroa St.
Los Angeles, CA 90015
Attention: Legal Department
e-mail: notices@byd.com

Buyer: California Governor's Office of Emergency Services
Attention: Legal Department

3650 Schriever Avenue
Mather, CA 95655
e-mail: BYDinvoice@caloes.ca.gov_

The address to which notices and correspondence shall be mailed to either party may be changed by giving written notice to the other party.

17. GOVERNING LAW; DISPUTE RESOLUTION. This Agreement shall be interpreted and construed solely in accordance with the laws of the State of California without regard to its choice of law principles. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall exclusively be settled by arbitration administered by the American Arbitration Association or JAMS in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The place of arbitration shall be Sacramento, California. The number of arbitrator(s) shall be one (1). ~~Seller is responsible for all costs, including Buyer's costs excluding attorney's fees, related to the arbitration.~~ Seller shall pay for the dispute resolution organization's standard and customary initiation fee required to initiate the arbitration with that organization, not to exceed \$6000, even in the circumstance where the Buyer is initiating arbitration. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator shall be entitled to issue injunctive and other equitable relief. A party may apply to any court with jurisdiction for interim or conservatory relief, including without limitation a proceeding to compel arbitration. The parties agree to arbitrate all disputes arising from this Agreement on an individual basis (and in strict accordance to this paragraph) and each party waives the right to participate in a class action lawsuit against the other party. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

18. HEADINGS. Headings at the beginning of each section are solely for the convenience of the parties and shall not be considered when interpreting this Agreement.

19. SEVERABILITY. If any of the provisions of this Agreement are prohibited by or held invalid under applicable laws or regulations of any jurisdiction in which this Agreement is sought to be enforced, then that provision shall be considered inapplicable and omitted but shall not invalidate the remaining provisions.

20. SURVIVAL. All provisions regarding ~~[insert provision descriptions]~~ ~~will~~ Section 10 (Limits on Liability), Section 11 (Limits on Warranty), Section 13, (Entire Agreement; Waiver), Section 15 (Binding on Successors and Permitted Assigns), Section 13 (Notice), Section 19 (Severability), Provision 17 (Governing Law; Dispute Resolution), and, this Section 20 (Survival) shall survive the any

termination of this Agreement. ~~[OPEN, draft at the end to avoid reference errors.]~~

21. COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

~~21-22.~~ INDEPENDENT CONTRACTOR: Seller and the agents and employees of Seller, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the Buyer.

~~22-23.~~ COMPLIANCE WITH STATUTES AND REGULATIONS: Seller warrants and certifies that in the performance of this Agreement, it will comply in all material respects, with all applicable statutes, rules, regulations and orders of the United States and the State of California and agrees to indemnify the Buyer against any third-party claims, loss, cost, damage or liability (together "Claims") occurring due to Seller's violation of this Section 21 "Compliance with Statutes and Regulations".

~~23-24.~~ SELLER'S POWER AND AUTHORITY: The Seller warrants that it has full power and authority to enter into the Agreement and will hold the Buyer harmless from and against any third-party claims loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this Section 22 "Seller's Power and Authority" or infringement of any patent, copyright, and/or trade secret.

~~24-25.~~ AFFILIATE GUARANTOR'S POWER AND AUTHORITY: The Guarantor warrants that it has full power and authority to guarantee this Agreement.

~~25-26.~~ SUBSTITUTIONS: Substitution of Equipment may not be tendered without advance written consent of the Buyer. Seller shall not use any specification in lieu of those contained in the Agreement without written consent of the Buyer.

~~26-27.~~ NEWLY MANUFACTURED EQUIPMENT: All Equipment furnished under this Agreement will be newly manufactured Equipment; used or reconditioned Equipment is prohibited.

~~27-28.~~ COVENANT AGAINST GRATUITIES: The Seller warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of the Buyer with a view toward securing the Agreement or securing favorable treatment with respect to any determinations concerning the performance of

the Agreement. For breach or violation of this provision, the Buyer shall have the right to terminate the Agreement, either in whole or in part.

~~28-29~~. SWEATFREE CODE OF CONDUCT: (a) Sweatfree Code of Conduct. Seller declares under penalty of perjury that no apparel, garments or corresponding accessories, Equipment, materials, or supplies furnished to the Buyer pursuant to the Agreement have been produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Seller further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108. (b) Records. Seller agrees to cooperate fully in providing reasonable access to its records, documents, agents or employees, or premises if reasonably required by authorized officials of the Buyer, the Department of Industrial Relations, or the Department of Justice to determine Seller's compliance with the requirements under Section 26(a) "Sweatfree Code of Conduct".

~~29-30~~. Manufacturing Audits. The Buyer reserves the right to utilize a third party representative to audit Seller's manufacturing facility and/or conduct source inspection of Equipment at the end of the production line.

~~30-31~~. Reporting. Seller will keep complete, timely and accurate records, including, but not limited to incoming material quality, in-process yield, outgoing quality, regulatory compliance, production schedules, material shortages and shipment performance. Seller will provide the Buyer with on-line access to such records and will provide written reports to the Seller as requested. ~~{OPEN}~~

~~31-32~~. RIGHTS AND REMEDIES.

- (a) Should Seller fail to obtain the certification required in Section 2 "N95 Contingency", Seller shall, no later than May 8, 2020, refund to Buyer the Buyer's entire prepayment to Seller for the N95 masks.
- (b) In the event Buyer rejects Equipment pursuant to Section 5 "Acceptance", in whole or in part, due to nonconformity, Buyer may choose, at its sole discretion, one of the following: (i) Seller will, without expense to Buyer, immediately replace all such rejected Equipment with other Equipment conforming to the Agreement, at Seller's sole expense; or (ii) Seller will, within five (5) business days of Buyer's

rejection of Equipment, refund all applicable portions of the monies paid to Seller for such nonconforming Equipment, including pro-rated prepayment, for that rejected Equipment.

(c) Subject to Section 7(d) "Term & Termination", in the event Buyer exercises Buyer's Termination for Convenience, following the ~~effective date~~ Effective Date of such termination the Buyer's Termination for Convenience, Seller shall, within three (3) business days thereafter, remit, through wire transfer to Buyer, ~~an entire~~ refund of all monies Buyer paid to Seller, including any prepayment or advancement of funds, under this Agreement less payment for delivered and accepted Equipment.

(d) Subject to Section 9 "Force Majeure", if Either Party terminates this Agreement as a result of a Force Majeure Event, Seller shall, within three (3) business days, remit, through wire transfer to Buyer, a refund of all monies Buyer paid to Seller, including any prepayment or advancement of funds, under this Agreement, less payment for delivered and accepted Equipment.

~~32.~~ 33. **NONDISCRIMINATION**

a) During the performance of this Agreement, Seller and its subcontractors shall not unlawfully discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, and denial of family care leave. Seller and Seller's subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Seller and its subcontractors shall comply with the provision of the Fair Employment and Housing Act (Government Code, section 12990 et seq.) and the applicable regulations promulgated thereunder (Cal. Code of Regulations, Title 2, section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in Chapter 5, Division 4, of Title 2 of the California Code of Regulations are incorporated into the Agreement by reference and made a part hereof, as if set forth in full. Seller and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

b) The Seller shall include nondiscrimination and compliance provisions of this Section 30 "Nondiscrimination" in all subcontracts to perform work under the Agreement.

~~33.~~34. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, the Seller agrees as follows:

- a. The Seller will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Seller will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

- b. The Seller agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- c. The Seller will, in all solicitations or advertisements for employees placed by or on behalf of the Seller, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- d. The Seller will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Seller's legal duty to furnish information.
- e. The Seller will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Seller's commitments under this section,

and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- f. The Seller will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- g. The Seller will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- h. In the event of the Seller's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Seller may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- i. The Seller will include the portion of the sentence immediately preceding this Section 31(a) and the provisions of Section 31(a) through Section 31(h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Seller will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event the Seller becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Seller may request the United States to enter into such litigation to protect the interests of the United States.

The Seller further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the Seller so participating is a State or local government, the above equal

opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Seller agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Sellers and subcontractor with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Seller further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon.

This provision solely applies to Seller or Seller subcontractors or Seller Vendors under the jurisdiction of the laws and regulations of the State of California or the United States Government.

34.35. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Compliance with the Contract Work Hours and Safety Standards Act.

- a. **Overtime requirements.** No Seller or subcontractor contracting for any part of this Agreement which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in Section 32(a), the Seller and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated

damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in Section 32(a), in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in Section 32(a).

- c. **Withholding for unpaid wages and liquidated damages.** The Federal Emergency Management Agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Seller or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Seller or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in Section 32(b).
- d. **Subcontracts.** The Seller or subcontractor shall insert in any subcontracts the clauses set forth in Section 32(a) through Section 32(d) and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in Section 32(a) through Section 32(d).

35.36. CLEAN AIR ACT

- a. The Seller agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. Section 7401 et seq.
- b. The Seller agrees to report each violation to the California Air Resources Board and understands and agrees that the California Air Resources Board will, in turn, report each violation as required to assure notification to the Department of Resources Recycling and Recovery, the California Governor's Office of Emergency Services, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
- c. The Seller agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

~~36.~~37. THE FEDERAL WATER POLLUTION CONTROL ACT

- a. The Seller agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. Sections 1251 et seq.
- b. The Seller agrees to report each violation to the State Water Resources Control Board and understands and agrees that the State Water Resources Control Board will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
- c. The Seller agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

~~37.~~38. DEBARMENT AND SUSPENSION CLAUSE

- A. This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Seller is required to verify that none of the Seller, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- B. The Seller must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- C. This certification is a material representation of fact relied upon by the State of California. If it is later determined that the Seller did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of California, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- D. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

38.39. BYRD ANTI-LOBBYING CLAUSE

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Sellers who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 44 C.F.R. PART 18- CERTIFICATION REGARDING LOBBYING

The undersigned [Seller] certifies, to the best of his or her knowledge, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this

certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Seller certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Seller understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Seller's Authorized Official

Name and Title of Seller's Authorized Official

Date: _____

~~39.~~40. PROCUREMENT OF RECOVERED MATERIALS

- A. In the performance of this Agreement the Seller shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired-
 - i. Competitively within a timeframe providing for compliance with the Agreement performance schedule;
 - ii. Meeting Agreement performance requirements; or
 - iii. At a reasonable price.
- B. Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- C. The Seller also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

~~40.~~41. **ACCESS TO RECORDS**

The following access to records requirements apply to this Agreement:

- A. The Seller agrees to provide the State of California, the FEMA Administrator, the Controller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Seller which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- B. The Seller agrees to permit any of the foregoing parties to reproduce by any means whatsoever of to copy excerpts and transcriptions as reasonably needed.
- C. The Seller agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the Agreement.
- D. In compliance with the Disaster Recovery Act of 2018, the State of California and the Seller acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

~~41.~~42. **DHS SEAL, LOGO, AND FLAGS**

The Seller shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

~~42.~~43. **COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS**

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the Agreement only. The Seller will comply with all federal law, regulations, executive orders, FEMA policies, procedures, and directives.

~~43.~~44. **NO OBLIGATION BY FEDERAL GOVERNMENT**

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, Seller, or any other party pertaining to any matter resulting from the Agreement.

~~44.~~45. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

The Seller acknowledges the 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Seller's action pertaining to this Agreement.

45-46. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

Seller swears under penalty of perjury that no more than one final, unappealable finding of contempt of court by a Federal court has been issued against the Seller within the immediately preceding two-year period because of the Seller's failure to comply with an order of the National Labor Relations Board. This provision is required by, and shall be construed in accordance with, Public Contract Code section 10296.

46-47. APPLICABILITY

For the avoidance of doubt **Sections x (), Section Y (), and Section Z ()** 33-46 of this Agreement shall solely applies to Seller or Seller subcontractors or Seller Vendors under the jurisdiction of the laws and regulations of, as applicable, the State of California or the Federal Government of the United States of America.

(Signature Page Follows)

BY SIGNING BELOW, BOTH PARTIES HERETO ACCEPTS THE TERMS AND
CONDITIONS OF THIS AGREEMENT.

BUYER:

By: _____
(Signature)

Name:

Title:

Date:

Address:

E-mail:

Phone:

SELLER:

By: _____
(Signature)

Name:

Title:

Date:

Address:

E-mail:

Phone:

By signing below, the Guarantor hereunder agrees to bound solely to the terms and conditions in this Section 11 "Affiliate Guaranty" and no other provision.

GUARANTOR:

By: _____
(Signature)

Name:

Title:

Date:

Address:

E-mail:

Phone:

EXHIBIT A
PRODUCT SPECIFICATIONS AND PAYMENT TERMS

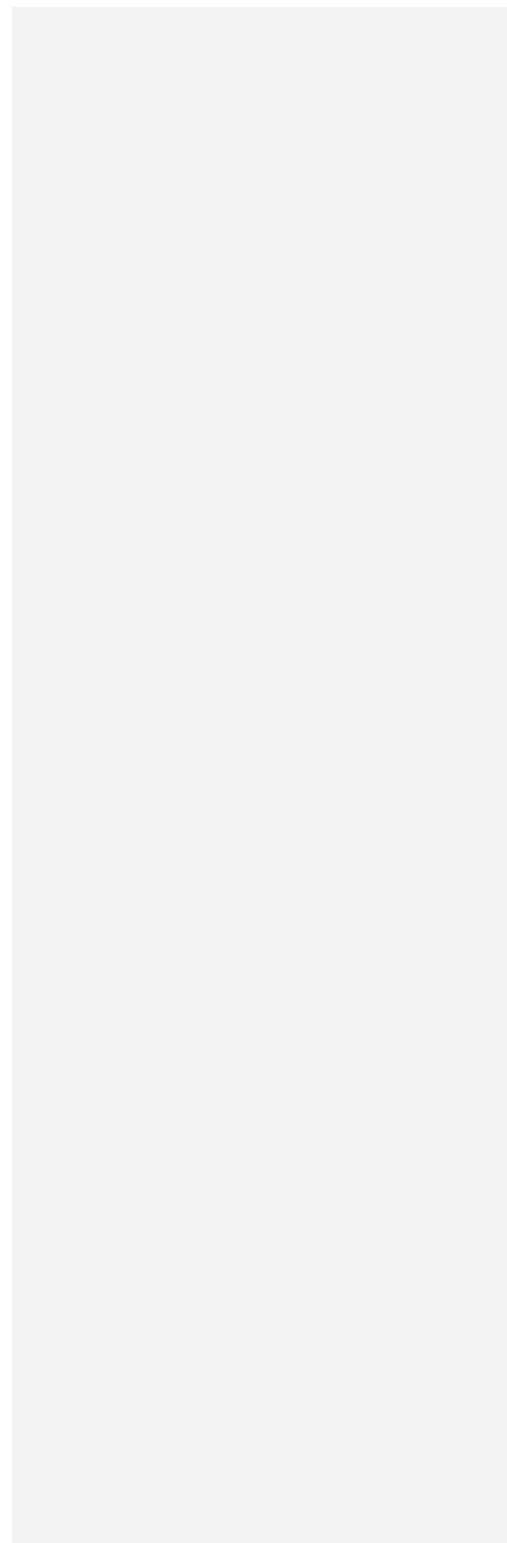
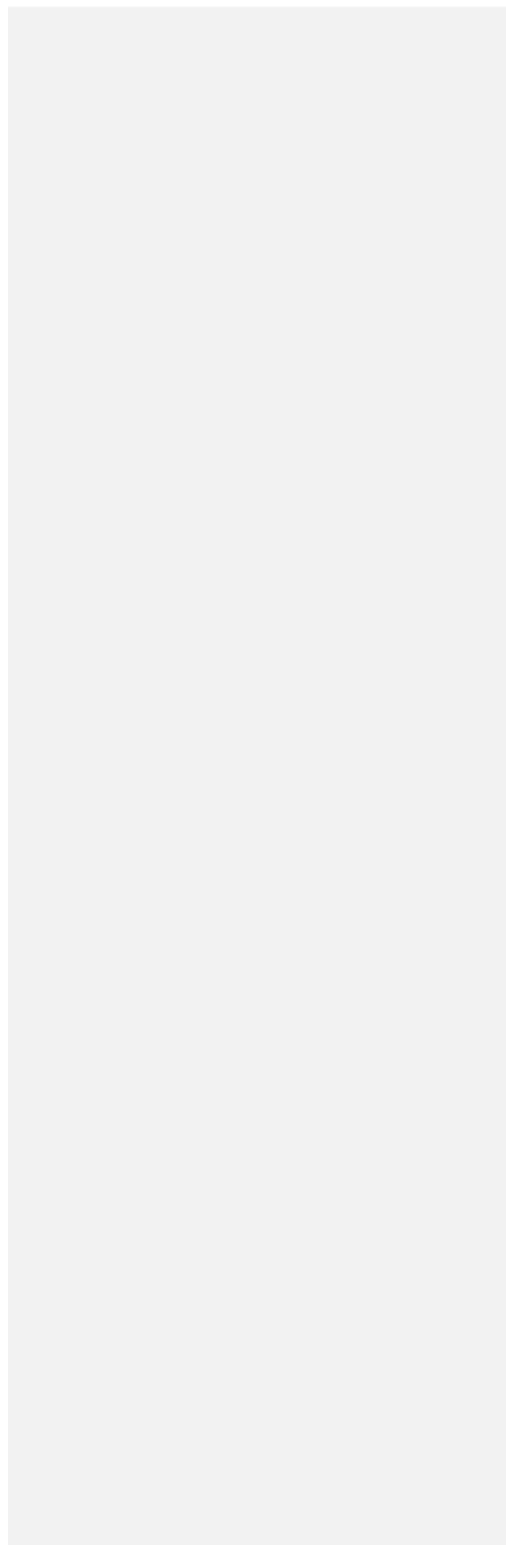


EXHIBIT B
DELIVERY SCHEDULE



From: john.zhuang@byd.com
To: [Bollinger, Jennifer@CalOES](mailto:Bollinger_Jennifer@CalOES)
Cc: john.zhuang@byd.com; [Pal, Alex@CalOES](mailto:Pal_Alex@CalOES)
Subject: Mask Certification Questions
Date: Wednesday, April 15, 2020 3:34:55 AM
Attachments: [image001.png](#)

Jennifer: I'm still waiting for the certification team to confirm my draft response to your questions. We should have answers for you by today. Apologies for the delay. -John



John Zhuang, Esq. / Counsel

BYD America
1800 S Figueroa St, Los Angeles, CA
(213) 748-3980 [REDACTED]

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From: boris.wang@byd.com
To: [Bollinger, Jennifer@CalOES](mailto:Bollinger.Jennifer@CalOES); [Finn, Karen](#)
Cc: stella.li@byd.com; junei.chen@byd.com; [Pal, Alex@CalOES](mailto:Pal,Alex@CalOES); oscar.su@byd.com
Subject: RE: BYD Director of Finance Intro
Date: Tuesday, April 7, 2020 6:47:23 PM
Attachments: [image002.png](#)
[image003.png](#)

Hello Karen,

It's nice to meet you on email. Please let me know when you are ready to process the payment

Thanks



Boris Wang / Director of Finance

BYD America LLC
1800 S Figueroa St, Los Angeles, CA
Cell: [REDACTED]
Work: (213) 748-3980 x [REDACTED]
boris.wang@byd.com

From: Bollinger, Jennifer@CalOES [mailto:Jennifer.Bollinger@caloes.ca.gov]
Sent: Tuesday, April 7, 2020 3:44 PM
To: Finn, Karen; boris.wang@byd.com
Cc: stella.li@byd.com; junei.chen@byd.com; [Pal, Alex@CalOES](mailto:Pal,Alex@CalOES); oscar.su@byd.com
Subject: BYD Director of Finance Intro

Karen – By way of this email, please meet Mr. Boris Wang, BYD Director of Finance. Karen will be in touch.

Boris – Nice speaking with you a few minutes ago. Karen will help facilitate the wire transfer process.

Jennifer L. Bollinger (formerly Plescia)
Note New Email: Jennifer.Bollinger@caloes.ca.gov
Assistant Chief Counsel
Governor's Office of Emergency Services (Cal OES)
3650 Schriever Avenue
Mather, CA 95655
Office: (916) 845-8815
Cell: (916) 621-8523
Fax: (916) 845-8511
www.caloes.ca.gov

From: john.zhuang@byd.com <john.zhuang@byd.com>
Sent: Tuesday, April 7, 2020 3:33 PM
To: Bollinger, Jennifer@CalOES <Jennifer.Bollinger@caloes.ca.gov>; oscar.su@byd.com; Pal, Alex@CalOES <Alex.Pal@CalOES.ca.gov>
Cc: junei.chen@byd.com; stella.li@byd.com; boris.wang@byd.com
Subject: Re: MASTER SUPPLY AGREEMENT Health Products California (v13 BYD REDLINE OF EXECUTION COPY).docx

Jenn and Boris:

Thank you for jumping on the call just now to discuss wire transfer precautions and procedures.

Jenn:

As discussed, Boris Wang is our Director of Finance and he will be personally facilitating the wire transfer process of this transaction.

We just want to make sure that we're following all possible procedures and precaution to ensure that this transaction goes through as intended.

Boris' contact is available here:

Boris Wang
BYD Director of Finance
[REDACTED]
Boris.wang@byd.com

Jenn's contact is available here:

Jennifer L Bollinger
Assistant Chief Counsel
Governor's Office of Emergency Services (Cal OES)
(916) 621-8523
Jennifer.Bollinger@caloes.ca.gov

Best regards,
John



John Zhuang, Esq. / Counsel

BYD America
1800 S Figueroa St, Los Angeles, CA
(213) 748-3980 [REDACTED]

This e-mail contains information from BYD. The contents may be privileged and confidential

and are intended for the use of the intended addressee(s) only. If you are not an intended addressee, note that any disclosure, copying, distribution, or use of the contents of this message is prohibited. If you have received this e-mail in error, please contact me at john.zhuang@byd.com.

From: oscar.su@byd.com
To: [Medigovich, Mitchell@CalOES](mailto:Medigovich_Mitchell@CalOES)
Cc: [Shell, Angela@DGS](mailto:Shell_Angela@DGS)
Subject: RE: BYD Mask--KN95 and N95
Date: Saturday, April 4, 2020 8:17:08 AM

Hi Mitch,

Yes, the delivery will still be last week of April. Can you let me know how many piece do you need and I will send out the agreement? Thank you.

Oscar Su
Senior Director | BYD America
Office: 213.748.3980 | Mobile [REDACTED]
1800 S Figueroa St, Los Angeles, CA 90015
www.byd.com | oscar.su@byd.com

From: Medigovich, Mitchell@CalOES [mailto:Mitchell.Medigovich@CalOES.ca.gov]
Sent: Saturday, April 4, 2020 12:04 AM
To: oscar.su@byd.com
Cc: Shell, Angela@DGS <Angela.Shell@dgs.ca.gov>
Subject: Re: BYD Mask--KN95 and N95

Yes, it will need to be a separate agreement. Can we still do end of April delivery?
Please send a proposal to us for further action.
R/

Mitch Medigovich
Deputy Director
Governor's Office of Emergency Services
916-845-8552

Sent from my iPad

On Apr 3, 2020, at 9:38 PM, "oscar.su@byd.com" <oscar.su@byd.com> wrote:

Hi Mitch,

When we were having the con-call this afternoon, it was mentioned that you might purchase 2-5million KN95 from BYD. can you please let me know what the next step will be. Thank you.

<image001.png> **Oscar Su** / Senior Director

BYD America [REDACTED]

1800 S Figueroa St, Los Angeles, CA 90015

O: (213)-748-3980, ext [REDACTED] / C: [REDACTED]

This transmission (including any attachments) may contain confidential information, privileged material (including material protected by the solicitor-client or other applicable privileges), or constitute non-public information. Any use of this information by anyone other than the intended recipient is prohibited. If you have received this transmission in error, please immediately reply to the sender and delete this information from your system. Use, dissemination, distribution, or reproduction of this transmission by unintended recipients is not authorized and may be unlawful.

From: oscar.su@byd.com
To: Simonson, Bill@DGS
Cc: Joseph, Grady@CalOES; Rockwell, Marcia@CalOES
Subject: RE: BYD Shipment - 4/26
Date: Monday, April 27, 2020 4:20:37 PM
Attachments: [image001.png](#)

Hi Bill,

I will confirm with our team and then get back to you. thanks

Best regards

Oscar

From: Simonson, Bill@DGS [mailto:Bill.Simonson@dgs.ca.gov]
Sent: Monday, April 27, 2020 4:15 PM
To: oscar.su@byd.com
Cc: Joseph, Grady@CalOES <grady.joseph@caloes.ca.gov>; Rockwell, Marcia@CalOES <marcia.rockwell@caloes.ca.gov>
Subject: BYD Shipment - [REDACTED]

Hi Oscar,

It was good talking to you earlier.

As I mentioned, the state received a total of 1545 cartons on [REDACTED] for a total of 3,090,000 pieces.

Grady identified that there may be an additional 15 cartons still with the ground agent which could not be located by the warehouse team when the trucks were at Swissport yesterday.

If the additional cartons be located, we can pick them up with the shipment that arrives tomorrow.

We need an updated invoice reflecting the charges for the 1545 cartons the state received in order to execute the first payment as soon as possible.

If you have any questions, please let me know.

Regards,

-Bill

Bill Simonson

Emergency Manager, Office of Risk and Insurance Management

Phone [REDACTED]
Fax 916.376.5276
Email bill.simonson@dgs.ca.gov



Excellence in the Business of Government

From: boris.wang@byd.com
To: [Domingo, Gemma@CalOES](mailto:Domingo_Gemma@CalOES)
Cc: [Lewis, Michelle@CalOES](mailto:Lewis_Michelle@CalOES); [Carlson, Heather@CalOES](mailto:Carlson_Heather@CalOES); [Stout, Tabitha@CalOES](mailto:Stout_Tabitha@CalOES)
Subject: RE: BYDinvoices
Date: Wednesday, April 8, 2020 2:51:52 PM
Attachments: [image001.png](#)
[std204 Payee Data Record Fillable form .pdf](#)
[\[REDACTED\] Bank Account.pdf](#)
[GHS0200255 - CA Gov.pdf](#)

Hello Mr. Domingo,

Please find requested information attached, they are as follows

1. Payee Form – signed form with payee information as requested by OES
2. Payment Instructions – Bank account information requested by OES below to make wire transfers to BYD, we did not provide intermediary bank information because we think it will not be needed
3. Invoice – Invoice issued as requested below

Please let me know if the information provided is not sufficient for you to process the wire transfer and you can contact me any time. It would be good if you can call me to verify bank information before your make the wire transfer.

Thank you!



Boris Wang / Director of Finance

BYD America LLC
1800 S Figueroa St, Los Angeles, CA
Cell: [REDACTED]
Work: (213) 748-3980 x 58866
boris.wang@byd.com

From: Domingo, Gemma@CalOES [mailto:Gemma.Domingo@CalOES.ca.gov]
Sent: Wednesday, April 8, 2020 11:31 AM
To: boris.wang@byd.com
Cc: [Lewis, Michelle@CalOES](mailto:Lewis_Michelle@CalOES); [Carlson, Heather@CalOES](mailto:Carlson_Heather@CalOES); [Stout, Tabitha@CalOES](mailto:Stout_Tabitha@CalOES)
Subject: BYDinvoices
Importance: High

Good morning Mr Wang,

First of all, I would like to introduce myself. I am Gemma Domingo, manager

over Accounting and Purchasing Branch with CA Office of Emergency Services. I am reaching out to you to get required information to process the invoices that will be submitted for the items we requested.

1. Copy of an invoice
2. Complete the applicable vendor information form. Please see attached.
 - a. If **Domestic Supplier**, use STD 204
 - b. If **Foreign Supplier**, use W-8BEN-E
3. For wire transfer
 - a. **If Domestic**, please provide the following information:
 - Name of recipient bank
 - Name of payee
 - Account number
 - Routing number
 - Wire transfer instruction
 - b. **If Foreign/International**, please provide the following information:
 - Recipient bank information:
 - Payee name
 - Payee address
 - Bank name
 - Bank address and country
 - Account Number
 - SWIFT Code
 - National ID or IBAN number of the bank where the receiving account is located
 - c. **Intermediary bank information.** An intermediary bank is a receiving bank, other than the beneficiary bank, that the wire transfer passes through before it reaches the beneficiary bank and the seller/beneficiary.
 - Bank name
 - Bank address
 - SWIFT code

Should you have any questions, please do not hesitate to contact me.

Thank you.

Gemma Domingo
Manager, Accounting and Purchasing Branch
CA Office of Emergency Services
(916)845-8351 (Office)
[REDACTED] (cell)
(916)845-8393 (Fax)

Global Healthcare Product Solutions, LLC

Invoice

1800 S Figueroa St
Los Angeles, CA 90015

Tel: (213)748-3980
Fax: (213)373-9801

Date	Invoice #	Due Date
April 7, 2020	GHS0200255	April 10, 2020

Bill to	Ship to	PO/Contract
Governor's Office of Emergency Services 3650 Schriever Avenue Mather, CA 95655	Governor's Office of Emergency Services [REDACTED] [REDACTED]	PA00999-19 50% prepayment

Line	Item #	Description	Unit	Unit Price (\$)	Qty	Extended Price (\$)
0001		N95 face masks	pcs	3.30	300,000,000	990,000,000.00
<p>* All sales are FINAL. We do not accept any returns or exchanges. * Not for resale.</p>						
Subtotal						\$990,000,000.00
Shipping INCOTERM 2020 DDP, [REDACTED] or [REDACTED]						\$0.00
Total Due (50% Prepayment)						\$495,000,000.00

Wire Instruction:

Receiving Bank: [REDACTED]
Bank Routing Number: [REDACTED]
Bank Account Number: [REDACTED]
Bank Address: [REDACTED]

Remit Address:

Global Healthcare Product Solutions, LLC
1800 S Figueroa St
Los Angeles, CA 90015



INCOMING WIRE INSTRUCTIONS FOR [REDACTED]

Beneficiary Name: (required)	Global Healthcare Product Solutions, LLC
Beneficiary Account Number: (required)	[REDACTED]
Beneficiary Address: (optional)	
Bank Routing Number: (domestic wires)	[REDACTED]
Bank Routing/ Swift Code: (international wires)	[REDACTED]
Receiving Bank Name:	[REDACTED]
Receiving Bank Address: (branch address)	[REDACTED]
Receiving Bank Address (branch city, state, zip)	[REDACTED]
Other Information: (optional)	

Note:

1. The beneficiary name and beneficiary account number must match for funds to be credited.
2. All Domestic wires for [REDACTED] should be wired to bank routing no: [REDACTED]
3. All International wires for [REDACTED] should be wired to Swift code: [REDACTED]

REV.04/2015

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)

STD 204 (Rev. 4/2017)

1	INSTRUCTIONS: Type or print the information. Complete all information on this form. Sign, date, and return to the state agency (department/office) address shown in Box 6. Prompt return of this fully completed form will prevent delays when processing payments. Information provided in this form will be used by California state agencies to prepare Information Returns (Form1099). See next page for more information and Privacy Statement. NOTE: Governmental entities, i.e. federal, state, and local (including school districts), are not required to submit this form.														
2	PAYEE'S LEGAL BUSINESS NAME (As shown on your income tax return) GLOBAL HEALTHCARE PRODUCT SOLUTIONS LLC														
	SOLE PROPRIETOR OR INDIVIDUAL- ENTER NAME AS SHOWN ON SSN (Last, First, M.I.)				E-MAIL ADDRESS boris.wang@byd.com										
	MAILING ADDRESS 1800 S Figueroa St			BUSINESS ADDRESS 1800 S Figueroa St											
	CITY Los Angeles	STATE CA	ZIP CODE 90015	CITY Los Angeles	STATE CA	ZIP CODE 90015									
3	ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN): <table border="1" style="display: inline-table; text-align: center; width: 150px;"> <tr> <td>8</td><td>4</td><td>5</td><td>0</td><td>9</td><td>8</td><td>3</td><td>5</td><td>4</td> </tr> </table>						8	4	5	0	9	8	3	5	4
8	4	5	0	9	8	3	5	4							
PAYEE ENTITY TYPE CHECK ONE BOX ONLY	<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> ESTATE OR TRUST </div> <div style="width: 45%;"> CORPORATION: <input type="radio"/> MEDICAL (e.g., dentistry, psychotherapy, chiropractic, etc.) <input type="radio"/> LEGAL (e.g., attorney services) <input type="radio"/> EXEMPT (nonprofit) <input checked="" type="radio"/> ALL OTHERS </div> </div> <div style="margin-top: 10px;"> <input type="checkbox"/> SOLE PROPRIETOR OR INDIVIDUAL <table border="1" style="display: inline-table; text-align: center; width: 150px;"> <tr> <td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> </table> <div style="display: flex; justify-content: space-between; font-size: small;"> <div>Enter social security number (SSN) or Individual taxpayer identification number (ITIN)</div> <div>(SSN required by authority of California Revenue and Tax Code sections 18646 and 18661)</div> </div> </div>														
4	<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <input checked="" type="checkbox"/> CALIFORNIA RESIDENT - Qualified to do business in California or maintains a permanent place of business in California. <input type="checkbox"/> CALIFORNIA NON RESIDENT (see next page for more information) - Payments to nonresidents for services may be subject to state income tax withholding. <input type="radio"/> No services performed in California. <input type="radio"/> Copy of Franchise Tax Board waiver of state withholding attached. </div> <div style="width: 45%; font-size: small;"> NOTE: Payment will not be processed without an accompanying taxpayer identification number. </div> </div>														
5	I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the state agency below.														
	AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print) Qiang Wang		TITLE Director of Finance		TELEPHONE (include area code) 213-748-3980										
	SIGNATURE 		DATE 4/8/2020		E-MAIL ADDRESS boris.wang@byd.com										
6	Please return completed form to:														
	DEPARTMENT/OFFICE CA Office of Emergency Services			UNIT/SECTION Accounting Branch											
	MAILING ADDRESS 3650 Schriever Avenue			TELEPHONE (include area code) (916) 845-8340		FAX (916) 845-8393									
	CITY Mather	STATE CA	ZIP CODE 95655	E-MAIL ADDRESS											

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)

STD 204 (Rev. 4/2017)

1	Requirement to Complete the Payee Data Record, STD 204 <p>A completed Payee Data Record, STD 204 form, is required for all payees (non-governmental entities or individuals) entering into a transaction that may lead to a payment from the state. Each state agency requires a completed, signed, and dated STD 204 on file; therefore, it is possible for you to receive this form from multiple state agencies with which you do business.</p> <p>Payees who do not wish to complete the STD 204 may elect not to do business with the state. If the payee does not complete the STD 204 and the required payee data is not otherwise provided, payment may be reduced for federal and state backup withholding. Amounts reported on Information Returns (Form 1099) are in accordance with the Internal Revenue Code (IRC) and the California Revenue and Taxation Code (R&TC).</p>
2	<p>Enter the payee's legal business name. The name must match the name on the payee's tax return as filed with the federal Internal Revenue Service. Sole proprietorships must also include the owner's full name. An individual must list his/her full name as shown on the SSN or as entered on the W-7 form for ITIN.</p> <p>The mailing address should be the address at which the payee chooses to receive correspondence (i.e. 1099 form) and payments. The business address is the address of the business' physical location; do not enter the payment address or lock box information here.</p>
3	<p>Check only one box that corresponds to the payee business type. Corporations must check the box that identifies the type of corporation.</p> <p>The State of California requires that all parties entering into business transactions that may lead to payment(s) from the state provide their Taxpayer Identification Number (TIN). The TIN is required by the R&TC sections 18646 and 18661 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the IRC section 6109(a) and R&TC section 18662 and its regulations.</p> <p>Payees must provide one of the following TINs on this form: social security number (SSN), individual taxpayer identification number (ITIN), or federal employer identification number (FEIN). The TIN for sole proprietorships and individuals is the SSN or ITIN. Only partnerships, estates, trusts, and corporations will enter their FEIN.</p>
4	<p>Are you a California resident or nonresident?</p> <p>A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.</p> <p>A partnership is considered a resident partnership if it has a permanent place of business in California. An estate is a resident if the decedent was a California resident at time of death. A trust is a resident if at least one trustee is a California resident.</p> <p>For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.</p> <p>Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for state income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year.</p> <p>For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below: Withholding Services and Compliance Section: 1-888-792-4900 E-mail address: wscs.gen@ftb.ca.gov For hearing impaired with TDD, call: 1-800-822-6268 Website: www.ftb.ca.gov</p>
5	Provide the name, title, email address, signature, and telephone number of the individual completing this form. Provide the date the form was completed.
6	This section must be completed by the state agency requesting the STD 204.

Privacy Statement

Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, state, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.

It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and state law imposes noncompliance penalties of up to \$20,000.

You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the state agency(ies) with which you transact that business.

All questions should be referred to the requesting state agency listed on the bottom front of this form.

PRA_@BYD.com_00153

From: oscar.su@byd.com
To: [Pal, Alex@CalOES](mailto:Pal,Alex@CalOES)
Cc: [Bollinger, Jennifer@CalOES](mailto:Bollinger,Jennifer@CalOES); shige@frontlinesupport.org; [Medigovich, Mitchell@CalOES](mailto:Medigovich,Mitchell@CalOES); [Mike Gallucci](mailto:Mike.Gallucci); [Simonson, Bill@DGS](mailto:Simonson,Bill@DGS)
Subject: RE: CA Outstanding Questions from Alex Pal
Date: Saturday, April 25, 2020 11:14:23 PM

Hi Alex,

These boxes were put in luggage cabinets/ on and under the seats, and all the places as you can imagine. We will see how many more they can put on next flight.

Re. the invoice, yes, we will only invoice based on the actual delivery. I will send the invoice and POD for your review before I send to your team to proceed the payment. Thank you.

Oscar Su
Senior Director | BYD America
Office: 213.748.3980 | Mobile [REDACTED]
1800 S Figueroa St, Los Angeles, CA 90015
www.byd.com | oscar.su@byd.com

From: Pal, Alex@CalOES [mailto:Alex.Pal@CalOES.ca.gov]
Sent: Saturday, April 25, 2020 11:00 PM
To: oscar.su@byd.com
Cc: Bollinger, Jennifer@CalOES <Jennifer.Bollinger@caloes.ca.gov>; shige@frontlinesupport.org; Medigovich, Mitchell@CalOES <Mitchell.Medigovich@CalOES.ca.gov>; Mike Gallucci <mike@opsinsight.com>; Simonson, Bill@DGS <Bill.Simonson@dgs.ca.gov>
Subject: Re: CA Outstanding Questions from Alex Pal

Thank you, Oscar. We hope they will be able to accommodate more. Can I assume the invoice for this shipment will accurately reflect the quantity BYD sent, not the quantity listed on the schedule?

Regards,

Alex Pal
Chief Counsel, Cal OES
Office: (916) 845-8973
Cell: (916) 621-8747
24 hour emergency: (916) 845-8911

Sent from my iPhone

On Apr 25, 2020, at 10:22 PM, "oscar.su@byd.com" <oscar.su@byd.com> wrote:

Hi Alex,

The first flight only carried 3,104,000pcs masks even they tried to put as many as they can, and these masks have arrived at [REDACTED] Please kindly forward this message to your logistic team.

We are meeting with the airline company to see how to get more masks on the next plane, and keep you updated of the improvement. Thank you.

Best regards
Oscar

From: Pal, Alex@CalOES [<mailto:Alex.Pal@CalOES.ca.gov>]
Sent: Saturday, April 25, 2020 2:48 PM
To: oscar.su@byd.com
Cc: john.zhuang@byd.com; jane.wang1@byd.com; Bollinger, Jennifer@CalOES <Jennifer.Bollinger@caloes.ca.gov>; shige@frontlinesupport.org; Medigovich, Mitchell@CalOES <Mitchell.Medigovich@CalOES.ca.gov>; Mike Gallucci <mike@opsinsight.com>
Subject: Re: CA Outstanding Questions from Alex Pal

Thank you, Oscar. I have forwarded to our logistics team.

Alex Pal
Chief Counsel, Cal OES
Office: (916) 845-8973
Cell: (916) 621-8747
24 hour emergency: (916) 845-8911

Sent from my iPhone

On Apr 25, 2020, at 2:39 PM, "oscar.su@byd.com" <oscar.su@byd.com> wrote:

Hi Alex, Jennifer,

I was told by the factory that the first 3.7m was split by two pick-ups from [REDACTED] So there are 2 OQC report as the attachments.

Please take these documents as the final for the first 3.7m shipment.

Let me know if you have any further questions. thank you.

Oscar Su
Senior Director | BYD America
Office: 213.748.3980 | Mobile [REDACTED]
1800 S Figueroa St, Los Angeles, CA 90015
www.byd.com | oscar.su@byd.com

From: oscar.su@byd.com
Sent: Friday, April 24, 2020 1:55 PM
To: 'Pal, Alex@CalOES' <Alex.Pal@CalOES.ca.gov>
Cc: john.zhuang@byd.com; jane.wang1@byd.com; 'Bollinger, Jennifer@CalOES' <Jennifer.Bollinger@caloes.ca.gov>; 'shige@frontlinesupport.org' <shige@frontlinesupport.org>
Subject: FW: CA Outstanding Questions from Alex Pal

Hi Alex,

Please find the response from our team on your questions. we can go through them during the con-call today.

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 - NIOSH confirmed N95 test passed
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[REDACTED]
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surgical masks and how long [REDACTED] has been producing KN95 masks (and preferably the quantity produced). We need information for these specific sites, not an aggregate of BYDs production at all sites.

•

Mask	[REDACTED]	[REDACTED]
	Production start date	Production start date
Surgical Mask	[REDACTED]	[REDACTED]
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 - Yes, please find the FAI/ QC/ IPQC/ OQC report for the first shipment; the factory is preparing more documents and I will send them over to you once I have them.
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 - See attached Nelson test [REDACTED]
[REDACTED]
9. Provide factory build schedule from date of NIOSH approval.

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Alex J. Pal
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<image001.jpg>

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<OQC Report Of Single-use Surgical Mask 0423.pdf>
<Quality Control Plan of Single-use Surgical Mask.pdf>
<FAI Report of Single-use Surgical Mask 0422.pdf>
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Cc: john.zhuang@byd.com; jane.wang1@byd.com; [Bollinger, Jennifer@CalOES](mailto:Bollinger,Jennifer@CalOES); shige@frontlinesupport.org
Subject: RE: CA Outstanding Questions from Alex Pal
Date: Saturday, April 25, 2020 2:39:45 PM
Attachments: [OQC Report Of Single-use Surgical Mask 0423.pdf](#)
[Quality Control Plan of Single-use Surgical Mask.pdf](#)
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Sent: Wednesday, April 22, 2020 5:05 PM

To: john.zhuang@byd.com; jane.wang1@byd.com

Cc: Bollinger, Jennifer@CalOES; Shige Honjo (shige@frontlinesupport.org)

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Alex J. Pal
Chief Counsel

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From: jane.wang1@byd.com
To: oscar.su@byd.com; Pal, Alex@CalOES
Cc: john.zhuang@byd.com; Bollinger, Jennifer@CalOES; shige@frontlinesupport.org
Subject: RE: CA Outstanding Questions from Alex Pal
Date: Friday, April 24, 2020 3:18:33 PM
Attachments: [REDACTED]

Hi Alex and team,

Please see attachments on entire NIOSH Quality assurance documents for N95 respirator.

Thank you

Jane

From: oscar.su@byd.com
Sent: Friday, April 24, 2020 1:55 PM
To: Pal, Alex@CalOES
Cc: john.zhuang@byd.com; jane.wang1@byd.com; Bollinger, Jennifer@CalOES; shige@frontlinesupport.org
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Cc: [Bollinger, Jennifer@CalOES](mailto:Bollinger,Jennifer@CalOES); shige@frontlinesupport.org; [Medigovich, Mitchell@CalOES](mailto:Medigovich,Mitchell@CalOES); [Mike Gallucci](mailto:Mike.Gallucci); [Simonson, Bill@DGS](mailto:Simonson,Bill@DGS)
Subject: RE: CA Outstanding Questions from Alex Pal
Date: Saturday, April 25, 2020 11:22:47 PM

Hi Alex,

We will only send the invoice after your logistic team pick them up. No worry about that.

Best regards

Oscar

From: Pal, Alex@CalOES [mailto:Alex.Pal@CalOES.ca.gov]
Sent: Saturday, April 25, 2020 11:18 PM
To: oscar.su@byd.com
Cc: [Bollinger, Jennifer@CalOES](mailto:Bollinger,Jennifer@CalOES) <Jennifer.Bollinger@caloes.ca.gov>; shige@frontlinesupport.org; [Medigovich, Mitchell@CalOES](mailto:Medigovich,Mitchell@CalOES) <Mitchell.Medigovich@CalOES.ca.gov>; [Mike Gallucci](mailto:Mike.Gallucci) <mike@opsinsight.com>; [Simonson, Bill@DGS](mailto:Simonson,Bill@DGS) <Bill.Simonson@dgs.ca.gov>
Subject: Re: CA Outstanding Questions from Alex Pal

Thank you, Oscar. And no need to send the invoice to me ahead of time. Our logistics team will be reviewing and reconciling.

Thanks,

Alex Pal
Chief Counsel, Cal OES
Office: (916) 845-8973
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24 hour emergency: (916) 845-8911

Sent from my iPhone

On Apr 25, 2020, at 11:14 PM, "oscar.su@byd.com" <oscar.su@byd.com> wrote:

Hi Alex,

These boxes were put in luggage cabinets/ on and under the seats, and all the places as you can imagine. We will see how many more they can put on next flight.

Re. the invoice, yes, we will only invoice based on the actual delivery. I will send the invoice and POD for your review before I send to your team to proceed the payment.

Thank you.

Oscar Su
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Subject: Re: CA Outstanding Questions from Alex Pal

Thank you, Oscar. We hope they will be able to accommodate more. Can I assume the invoice for this shipment will accurately reflect the quantity BYD sent, not the quantity listed on the schedule?

Regards,

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Sent: Wednesday, April 22, 2020 5:05 PM

To: john.zhuang@byd.com; jane.wang1@byd.com

Cc: Bollinger, Jennifer@CalOES; Shige Honjo (shige@frontlinesupport.org)

Subject: Outstanding Questions

John and Jane,

Thank you for your time this afternoon. Per our conversation, below are the outstanding questions. It is my understanding that my team is still waiting to hear from Oscar. Can you please help get us answers to these questions ASAP?

10. NIOSH approval status/schedule

- NIOSH confirmed N95 test passed
- NIOSH onsite assessment to be conducted next week target 4/29
- After onsite assessment, NIOSH will make the decision to grant approval

11. Confirmation on the specifications and data sheets

- See attachment cutsheet

12. Extended Shipment Schedule

- See attachment.

13. Confirmation on which factories will be producing which products. Cal OES's understanding is Cal OES surgical masks will only be produced at [REDACTED] and N95s will only be produced at [REDACTED]

- N95 will be produced in [REDACTED] Surgical mask will be produced in [REDACTED] [REDACTED] till middle of May, and then will be only [REDACTED] after middle of May;

14. We need to know how many shifts each factory will run, how many days per week, and the number of hours per shift

- [REDACTED]
[REDACTED]

15. We need information on how long [REDACTED] has been producing surgical masks and how long [REDACTED] has been producing KN95 masks (and preferably the quantity produced). We need information for these specific sites, not an aggregate of BYDs production at all sites.

-

Mask	[REDACTED]	[REDACTED]
	Production start date	Production start date
Surgical Mask	[REDACTED]	[REDACTED]
KN95	[REDACTED]	[REDACTED]

16. We need to confirm that BYD will share past quality data for production at these sites, for these products to Cal OES's 3rd party auditor and QA/QC.
 - Yes, please find the FAI/ QC/ IPQC/ OQC report for the first shipment;
17. Any testing data you can share from Nelson labs on the N95 masks.
 - See attached Nelson test [REDACTED]
[REDACTED]
18. Provide factory build schedule from date of NIOSH approval.

Alex J. Pal
Chief Counsel
Governor's Office of Emergency Services (Cal OES)
3650 Schriever Avenue
Mather, CA 95655
Office: (916) 845-8973
Cell: (916) 621-8747
Emergency: (916) 845-8911
www.caloes.ca.gov

<image001.jpg>

CONFIDENTIALITY NOTICE: This communication with its contents may contain confidential and/or legally privileged information. It is solely for the use of the intended recipient(s). Unauthorized interception, review, use, forwarding, or disclosure is prohibited and may violate applicable laws including the Electronic Communications Privacy Act. If you are not the intended recipient, please contact the sender and destroy all copies of the communication.

<OQC Report Of Single-use Surgical Mask 0423.pdf>
<Quality Control Plan of Single-use Surgical Mask.pdf>
<FAI Report of Single-use Surgical Mask 0422.pdf>
<IPQC Sampling Report of Single-use Surgical Mask 0422.pdf>
<OQC Report of Single-use Surgical Mask 0422.pdf>

From: oscar.su@byd.com
To: [Medigovich, Mitchell@CalOES](mailto:Medigovich.Mitchell@CalOES)
Cc: [Shell, Angela@DGS](mailto:Shell.Angela@DGS); [Kim, Daniel@DGS](mailto:Kim.Daniel@DGS); [Bollinger, Jennifer@CalOES](mailto:Bollinger.Jennifer@CalOES); trevor@frontlinesupport.org; stella.li@byd.com; john.zhuang@byd.com
Subject: RE: CalOES and BYD--Mask Supply
Date: Saturday, April 4, 2020 1:44:53 PM

Hi Mitch,

It was a pleasure speaking with you discussing the price. Please find the updated price:

Surgical mask: \$0.55/pcs + sales tax

KN95 mask: \$3.25/pcs + sales tax

N95 mask: \$3.3/pcs + sales tax

we can discuss more details over the con-call this afternoon. Thank you.

Oscar Su

Senior Director | BYD America

Office: 213.748.3980 | Mobile [REDACTED]

1800 S Figueroa St, Los Angeles, CA 90015

www.byd.com | oscar.su@byd.com

From: oscar.su@byd.com
Sent: Friday, April 3, 2020 9:30 PM
To: 'Medigovich, Mitchell@CalOES' <Mitchell.Medigovich@CalOES.ca.gov>
Cc: Shell, Angela@DGS <Angela.Shell@dgs.ca.gov>; Kim, Daniel@DGS <daniel.kim@dgs.ca.gov>; Bollinger, Jennifer@CalOES <Jennifer.Bollinger@caloes.ca.gov>; trevor@frontlinesupport.org; stella.li@byd.com; john.zhuang@byd.com
Subject: RE: CalOES and BYD--Mask Supply

Hi Mitch,

Air-shipping cost will be around 0.13-0.16cents/pcs depending on our recent experience importing to the states, and there will be 7% of import tax.

So totally price to [REDACTED] will be:

Surgical: 0.525usd/pcs

KN95: 3.13usd/pcs

N95: 3.24usd/pcs

Can you help to push the exemption of the import tax? If it's exempted, the price can be 7% off the base price sent in other email.

Let me know if you need further explanation. Thank you.

Oscar Su
Senior Director | BYD America
Office: 213.748.3980 | Mobile [REDACTED]
1800 S Figueroa St, Los Angeles, CA 90015
www.byd.com | oscar.su@byd.com

From: Medigovich, Mitchell@CalOES [<mailto:Mitchell.Medigovich@CalOES.ca.gov>]
Sent: Friday, April 3, 2020 8:59 PM
To: oscar.su@byd.com
Cc: Shell, Angela@DGS <Angela.Shell@dgs.ca.gov>; Kim, Daniel@DGS <daniel.kim@dgs.ca.gov>;
Bollinger, Jennifer@CalOES <Jennifer.Bollinger@caloes.ca.gov>; trevor@frontlinesupport.org;
stella.li@byd.com; john.zhuang@byd.com
Subject: Re: CalOES and BYD--Mask Supply

Hi Oscar, What would be the price quote for FOB to [REDACTED] CA?

Mitch Medigovich
Deputy Director
Governor's Office of Emergency Services
916-845-8552

Sent from my iPad

On Apr 3, 2020, at 8:03 PM, "oscar.su@byd.com" <oscar.su@byd.com> wrote:

Hi Mitch,

Here is the one with company logo. Thank you.

Oscar Su
Senior Director | BYD America
Office: 213.748.3980 | Mobile [REDACTED]
1800 S Figueroa St, Los Angeles, CA 90015
www.byd.com | oscar.su@byd.com

From: oscar.su@byd.com
Sent: Friday, April 3, 2020 7:23 PM
To: 'Medigovich, Mitchell@CalOES' <Mitchell.Medigovich@CalOES.ca.gov>
Cc: Shell, Angela@DGS <Angela.Shell@dgs.ca.gov>; Kim, Daniel@DGS

<daniel.kim@dgs.ca.gov>; Bollinger, Jennifer@CalOES
<Jennifer.Bollinger@caloes.ca.gov>; trevor@frontlinesupport.org; stella.li@byd.com;
john.zhuang@byd.com

Subject: RE: CalOES and BYD--Mask Supply

Hi Mitch,

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We are still targeting to have the deal closed tomorrow as early as possible. if there is need, we always standby to have con-call with your team.

Oscar Su

Senior Director | BYD America

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From: Medigovich, Mitchell@CalOES [<mailto:Mitchell.Medigovich@CalOES.ca.gov>]

Sent: Friday, April 3, 2020 5:57 PM

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Cc: Shell, Angela@DGS <Angela.Shell@dgs.ca.gov>; Kim, Daniel@DGS

<daniel.kim@dgs.ca.gov>; Bollinger, Jennifer@CalOES

<Jennifer.Bollinger@caloes.ca.gov>; trevor@frontlinesupport.org

Subject: CalOES and BYD--Mask Supply

Hi Oscar,

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Mitch

Mitch Medigovich

Deputy Director

Governor's Office of Emergency Services

916-845-8552 – Office

916-835-9747 - Cell

<MASTER SUPPLY AGREEMENT Health Products California (v1 BYD Clean)
(004).docx>

From: oscar.su@byd.com
To: [Medigovich, Mitchell@CalOES](mailto:Medigovich.Mitchell@CalOES)
Cc: [Shell, Angela@DGS](mailto:Shell.Angela@DGS); [Kim, Daniel@DGS](mailto:Kim.Daniel@DGS); [Bollinger, Jennifer@CalOES](mailto:Bollinger.Jennifer@CalOES); trevor@frontlinesupport.org; stella.li@byd.com; john.zhuang@byd.com
Subject: RE: CalOES and BYD--Mask Supply
Date: Friday, April 3, 2020 9:30:35 PM

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<MASTER SUPPLY AGREEMENT Health Products California (v1 BYD Clean)
(004).docx>

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Cc: [Shell, Angela@DGS](mailto:Shell.Angela@DGS); [Kim, Daniel@DGS](mailto:Kim.Daniel@DGS); [Bollinger, Jennifer@CalOES](mailto:Bollinger.Jennifer@CalOES); trevor@frontlinesupport.org; stella.li@byd.com; john.zhuang@byd.com
Subject: RE: CalOES and BYD--Mask Supply
Date: Friday, April 3, 2020 8:03:15 PM
Attachments: [MASTER SUPPLY AGREEMENT Health Products California \(v1 BYD Clean\) \(004\).docx](#)

Hi Mitch,

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Mitch

Mitch Medigovich
Deputy Director
Governor's Office of Emergency Services
916-845-8552 – Office
916-835-9747 - Cell



EQUIPMENT MASTER SUPPLY AGREEMENT

This Equipment Master Supply Agreement (hereinafter "Agreement" or "MSA") is entered into on the ____ day of _____, 2020, by and between Global Healthcare Product Solutions, LLC, a Delaware limited liability company, with the registered address of 919 North Market Street, Suite 950, Wilmington, DE 19801 ("Seller") and _____, a _____, with the registered address of _____ ("Buyer").

RECITAL

WHEREAS, in 2020, the State of California (the Buyer), the United States, and multiple key continents around the world are combating the rapid spread of the deadly pandemic known as the Novel Coronavirus or COVID-19 (the "Pandemic");

WHEREAS, the Seller makes and sells certain equipment used in the healthcare industry, including surgical masks, KN95 masks, hand sanitizers, infrared thermometers, and other products;

WHEREAS, the Seller's equipment is vital to reducing mitigating the spread of the Pandemic;

WHEREAS, the Buyer desires to procure large quantities of certain subsets of Seller's healthcare industry equipment, including, without limitations, surgical masks and KN95, in order to use the products to combat the Pandemic in California;

WHEREAS, the Seller desires to and is currently capable of making and selling the equipment to Buyer in ordinary commercial quantities, but for large volume orders, the Seller currently does not have the production capacity to fulfill Buyer's volume requirements; and,

WHEREAS, in order to induce Seller to increase equipment production capacity and in order to ensure that Buyer has the opportunity to procure sufficient quantities of equipment from Seller, the Buyer and Seller shall agree as follows: (i) Buyer shall pay Seller a reservation fee so that Seller can reserve equipment production capacity for Buyer's equipment orders; and, (ii) the parties will agree to firm and binding large volume equipment procurement commitments expressly stated herein, all subject to the terms and conditions in this Agreement.

AGREEMENT

NOW, THEREFORE in consideration of the foregoing and the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **EQUIPMENT.** Seller agrees to sell to Buyer and Buyer agrees to buy from Seller the Seller equipment ("Equipment") specifically described in Schedule A "List of Seller Equipment Available for Sale", subject to this Agreement and the applicable purchase order ("Purchase Order" or "PO"). The parties hereby agree that any order made by Buyer of any of the Equipment listed in Schedule A shall only be effectuated by a mutually signed Purchase Order substantially in the form of the purchase order attached to Schedule B "Form of Purchase Order". For the avoidance of doubt, every order of Equipment between the parties hereto following the execution of this MSA shall be governed by this MSA, and the requirement shall apply even in the event that an order for Equipment is not documented in a PO.

(a) For the avoidance of doubt, the parties agree to be bound to the terms and conditions in this Agreement including all of its Schedules, and expressly including Schedule D "Equipment Reservation Fee and Procurement Volume Commitments".

2. PURCHASE ORDER. Buyer shall pay Seller all fees, payments, costs and expenses in strict accordance to the applicable PO and Buyer understands that this payment obligation is a condition precedent to any of Seller's obligations under this MSA or the applicable PO. Following payment, Seller shall deliver the Equipment to Buyer and, as applicable, perform any other duties in accordance to this MSA and the applicable PO. All executed POs shall become a part of this Agreement and shall be appended to this Schedule C "List of Executed Purchase Orders".

3. PAYMENT. As a condition precedent to any of Seller's obligations under this Agreement or any Purchase Order, Buyer shall pay Seller One Hundred Percent (100%) of the total purchase price of the Purchase Order no later than One (1) business day after the execution date of the Purchase Order. Buyer shall make payment by bank wire transfer to the bank account below:

Receiving Bank: [REDACTED]
Bank Address: [REDACTED]
Beneficiary: Global Healthcare Product Solutions, LLC
Beneficiary Address: 1800 S. Figueroa Street., Los Angeles, CA 90015
Bank Account Number: [REDACTED]
Bank Routing Number (Domestic Wires): [REDACTED]

4. DELIVERY; ACCEPTANCE. Delivery. The delivery schedule for each PO shall be stated in the PO. Seller may at its sole discretion unilaterally change the delivery schedule or cancel the PO for any legitimate business reason. Acceptance. The Equipment ordered by Buyer is deemed to be accepted by Buyer when Buyer (or its personnel, representative, or agent) signs the delivery note or otherwise consents to the delivery. Once accepted, Buyer shall not under any circumstances have the right to return or exchange the products ordered hereunder. Notwithstanding anything else herein, all sales hereunder are final.

5. TERM; TERMINATION. This Agreement shall commence upon the full execution of this Agreement and shall continue until the valid exercise of an applicable termination right. If there are no pending or unfulfilled Purchase Orders outstanding, Seller may at its sole discretion, and without any further liability or penalty, terminate this Agreement by sending written notice of termination to Buyer.

6. FEES AND TAXES. Buyer agrees to pay when due all fees, sales and use taxes, and other charges, however designated, now or hereafter levied or based upon the purchase, rental, ownership, use, possession, leasing, operation, control, maintenance or sale of the Equipment, whether or not paid or payable by Seller (excluding Seller's net income, franchise and business and occupation taxes).

7. FORCE MAJEURE. If Seller is unable perform its obligations under this Agreement or Purchase Order because of an act of God or the occurrence of another event beyond its reasonable control ("Force Majeure Event"), Seller shall not be liable for any damages to Buyer arising from the Force Majeure Event and Seller's performance obligations hereunder shall be suspended until the Force Majeure Event is over. If a Force Majeure Event substantially delays delivery of the Equipment ordered hereunder, Seller may at its sole discretion allow Buyer to receive a refund on the purchase price already paid by Buyer less Seller's reasonable and documented costs. Under no circumstances shall this paragraph excuse Buyer's obligation to pay the purchase price.

8. EQUIPMENT WARRANTY; LIABILITY. To the maximum extent permitted by law, the parties agree as follows: (1) Liability. Seller's maximum liability (however caused) arising from this Agreement and any applicable PO or applicable sale shall in no event exceed all amounts actually paid by Buyer to Seller for the applicable PO or sale; (2) Consequential Damages. In no event shall Seller be liable for any consequential, special, incidental, indirect, or punitive damages, including without limitation lost profits, whether the claim is based on contract, tort, strict liability, or any other theory of law or equity, even if advised of the possibility of such damages; and, (3) Warranty. Outside of the product specifications (if any) expressly provided for in writing in or on each Equipment sold hereunder ("Limited Warranty"), Seller (a) makes no warranties or representations, either expressed or implied, as to the Equipment (or any of the Equipment's parts or accessories) provided for under this Agreement or any applicable PO or any

applicable sale and (b) makes no warranty of merchantability or fitness of the Equipment provided for under this Agreement or any applicable PO or any applicable sale for any particular purpose. The Equipment provided for under this Agreement or any applicable PO or any applicable sale is being provided from Seller on an "as-is" basis.

9. **CONFIDENTIALITY; PUBLICITY.** This Agreement, all POs, and the Equipment all contain Seller's confidential information and proprietary trade secrets ("Confidential Information"). Accordingly, Buyer shall not disclose Seller's Confidential Information, including the existence or contents of the Agreement or PO to any third party without the Seller's express prior written approval. Furthermore, neither party shall make any public statements relating to this Agreement without the other party's express prior written approval.

10. **REGULATORY COMPLIANCE.** Outside of Equipment compliance disclosures (if any) expressly stated in the Equipment Limited Warranty, Buyer is solely responsible for ensuring that the Equipment (and any subsequent transfers thereof) complies with local or regional laws, regulations, or requirements, including, without limitation, any emergency mandates enacted in response to the 2020 COVID-19 outbreak or, if Buyer intends to resell the Equipment, any regional anti-price gouging laws, and Buyer shall indemnify and hold harmless Seller from any third party claims (threatened or actual), investigations, damages, losses, or costs arising out of or relating to Buyer's violation of, alleged violation of, or failure to follow such laws, regulations, or requirements.

11. **ENTIRE AGREEMENT; WAIVER.** This Agreement and all executed Purchase Orders for the Equipment constitute the entire agreement of the parties hereto. All prior agreements, whether oral or in writing, are superseded. No waiver or modification of this Agreement or any the Purchase Orders shall be effective unless in writing and signed by both parties. No waiver or delayed enforcement by Seller of any obligation of Buyer under this Agreement shall be deemed a waiver of Seller's right to subsequent or other full and timely performance.

12. **BINDING ON SUCCESSORS AND PERMITTED ASSIGNS.** This Agreement shall be binding upon and inure to the benefit of any successors and permitted assigns of the parties hereto.

13. **NOTICES.** All notices and payments shall be mailed via registered mail (with a carbon copy sent via e-mail) to the respective parties at the addresses set forth in the signature block, or such other address as a party may provide to the other party in writing.

14. **GOVERNING LAW; DISPUTE RESOLUTION.** This Agreement shall be interpreted and construed solely in accordance with the laws of the State of California without regard to its choice of law principles. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall exclusively be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The place of arbitration shall be Los Angeles, California. The number of arbitrator(s) shall be one (1). Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator shall be entitled to issue injunctive and other equitable relief. A party may apply to any court with jurisdiction for interim or conservatory relief, including without limitation a proceeding to compel arbitration. The parties agree to arbitrate all disputes arising from this Agreement on an individual basis (and in strict accordance to this paragraph) and each party waives the right to participate in a class action lawsuit against the other party.

15. **HEADINGS.** Headings at the beginning of each section are solely for the convenience of the parties and shall not be considered when interpreting this Agreement.

16. **SEVERABILITY.** If any of the provisions of this Agreement are prohibited by or held invalid under applicable laws or regulations of any jurisdiction in which this Agreement is sought to be enforced, then that provision shall be considered inapplicable and omitted but shall not invalidate the remaining provisions.

17. SURVIVAL. Provision 8 (Equipment Warranty; Liability), Provision 9 (Confidentiality; Publicity), Provision 10 (Regulatory Compliance), Provision 11 (Entire Agreement; Waiver), Provision 12 (Binding on Successors and Permitted Assigns), Provision 13 (Notice), Provision 16 (Severability), Provision 14 (Governing Law; Dispute Resolution), and, this Provision 17 (Survival) shall survive any termination of this Agreement.

(Signature Page Follows)

BY SIGNING BELOW, BOTH PARTIES HERETO ACCEPTS THE TERMS AND CONDITIONS OF THIS AGREEMENT.

BUYER:

By: _____
(Signature)

Name:

Title:

Date:

Address:

E-mail:

Phone:

SELLER:

By: _____
(Signature)

Name:

Title:

Date:

Address:

E-mail:

Phone:

SCHEDULE A
LIST OF SELLER EQUIPMENT AVAILABLE FOR SALE

N95 Mask
KN95 Mask
Surgical Mask

SCHEDULE B FORM OF PURCHASE ORDER

Global Healthcare Product Solutions LLC: Purchase Order										
Equipment Purchase Order #:						Issue Date:				
Item	Product	Quantity	Unit	Unit Price	Tax Rate	(Unit Price +Tax)	Total Item Price	Approx Delivery Date	Delivery Terms	Delivery Location
Total Payment Amount Due:										
<p>ALL PAYMENTS HEREUNDER MUST BE MADE NO LATER THAN 1 BUSINESS DAY AFTER THE EXECUTION OF THIS PO. FULL PAYMENT IS A CONDITION PRECEDENT TO SELLER S PERFORMANCE OF ITS OBLIGATIONS. ALL DELIVERY DATES ARE APPROXIMATE. THIS PO IS SUBJECT TO THE AVAILABILITY OF SELLER S SUPPLY OF THE EQUIPMENT. THIS PO IS STRICTLY SUBJECT TO THE 2020 EQUIPMENT MASTER SUPPLY AGREEMENT EXECUTED BETWEEN THE PARTIES.</p>										
Agreed to and Accepted by:										
Buyer: [BUYER]						Seller: Global Healthcare Products Solution LLC				
By						By				
Signature						Signature				
Name						Name				
Title						Title				
Date						Date				
Phone						Phone				
Email						Email				
Address						Address				

SCHEDULE C
LIST OF EXECUTED PURCHASE ORDERS

(executed purchase orders, if any, should be attached to this Agreement after this page)

SCHEDULE D
EQUIPMENT RESERVATION FEE AND PROCUREMENT VOLUME COMMITMENTS

1. Incorporation of Recitals. The recitals on the first page of this Agreement are hereby incorporated into this Agreement as if fully set forth herein.
2. Scope of Commitments. In order to induce Seller to increase Equipment production capacity and in order to ensure that Buyer has the opportunity to procure sufficient quantities of Equipment from Seller, Buyer and Seller shall agree as follows:
 - (i) In accordance with Section 3 "Reservation Fee" of this Schedule D, Buyer shall pay Seller a reservation fee so that Seller can, amongst other purposes, reserve production capacity, procure manufacturing equipment, procure bill of materials, and procure an appropriate workforce, all in order to satisfy Buyer's large volume order of the Equipment order; and,
 - (ii) In accordance with Section 4 "Procurement Commitments (including Volume and Delivery Timeline)" of this Schedule D, the parties shall agree to firm and binding large volume Equipment procurement commitments stated therein.
3. Reservation Fee. Given the circumstances discussed in the recitals, Buyer shall pay Seller a reservation fee so that Seller can, amongst other purposes, reserve production capacity, procure manufacturing equipment, procure bill of materials, and procure an appropriate workforce, all in order to satisfy Buyer's large volume order of the Equipment order.

Batch	Applicable Months	Equipment and Size of Volume Reserved	Reservation Fee Amount	Payment Deadline
A	May 2020	N95 Mask 150 million units Surgical Mask 50 million units	For the entire Batch A, the reservation fee shall be \$432 Million US Dollars.	Batch A is a firm commitment upon the execution of this Agreement The reservation fee must be paid no later than one (1) business day after the execution of this Agreement
	June 2020	N95 Mask 150 million units Surgical Mask 50 million units		
B	July 2020	N95 Mask 150 million units Surgical Mask 50 million units	For the entire Batch B, the reservation fee shall be \$360 Million US Dollars.	Buyer may elect to exercise the option of Batch B, provided that such exercise is effectuated no later than May 29, 2020. Upon such exercise, the reservation fee for Batch B shall
	August 2020	N95 Mask 100 million units Surgical Mask 50 million units	Prior to Buyer's exercise of the option of Batch B, Buyer may propose a reduction in volume for N95 masks with a ratable reduction in the reservation fee,	

			and such Buyer proposal shall not be valid and binding until Seller consents in writing.	be paid no later than Monday, June 1, 2020 before 3:00 pm pacific time.
--	--	--	--	---

4. Procurement Commitments (including Volume and Delivery Timeline).

Seller shall promptly buy, pay for, and take delivery of the Equipment in exactly the manner as stated in Purchase Order CAL001 executed between the parties and attached herein.

5. Refund. Seller shall not be obligated to refund the reservation fee for any reason, except in the instance where Seller fails to deliver the required volume under Batch A (or, separately, Batch B, if Buyer chooses to exercise the Batch B option) and such refund shall only be provided on a pro rata basis.
6. Condition Precedent. Seller's full performance of its obligations hereunder are a condition precedent to Buyer's performance of Buyer's obligations.
7. Trade Secret Protection. Both parties agree that all pricing and volume information in this Agreement or in a Purchase Order are Seller's Confidential Information and confidential trade secret and not subject to disclosure by Buyer under any circumstance.

From: oscar.su@byd.com
To: [Medigovich, Mitchell@CalOES](mailto:Medigovich.Mitchell@CalOES)
Cc: [Shell, Angela@DGS](mailto:Shell.Angela@DGS); [Kim, Daniel@DGS](mailto:Kim.Daniel@DGS); [Bollinger, Jennifer@CalOES](mailto:Bollinger.Jennifer@CalOES); trevor@frontlinesupport.org; stella.li@byd.com; john.zhuang@byd.com
Subject: RE: CalOES and BYD--Mask Supply
Date: Friday, April 3, 2020 7:23:27 PM
Attachments: [MSA PURCHASE ORDER Health Products California \(v1 BYD Clean\).xlsx](#)
[MASTER SUPPLY AGREEMENT Health Products California \(v1 BYD Clean\).docx](#)

Hi Mitch,

Here is the Agreement from our side. Please kindly have it reviewed and let us have your comments as early as possible. thank you.

We are still targeting to have the deal closed tomorrow as early as possible. if there is need, we always standby to have con-call with your team.

Oscar Su
Senior Director | BYD America
Office: 213.748.3980 | Mobile [REDACTED]
1800 S Figueroa St, Los Angeles, CA 90015
www.byd.com | oscar.su@byd.com

From: Medigovich, Mitchell@CalOES [mailto:Mitchell.Medigovich@CalOES.ca.gov]
Sent: Friday, April 3, 2020 5:57 PM
To: oscar.su@byd.com; oscar.su@byd.com
Cc: Shell, Angela@DGS <Angela.Shell@dgs.ca.gov>; Kim, Daniel@DGS <daniel.kim@dgs.ca.gov>; Bollinger, Jennifer@CalOES <Jennifer.Bollinger@caloes.ca.gov>; trevor@frontlinesupport.org
Subject: CalOES and BYD--Mask Supply

Hi Oscar,

Great chatting with you. Please send the proposal as discussed to the parties listed above. I appreciate your quick turn and grateful to begin the opportunity together. Thanks,
Mitch

Mitch Medigovich
Deputy Director
Governor's Office of Emergency Services
916-845-8552 – Office
916-835-9747 - Cell

EQUIPMENT MASTER SUPPLY AGREEMENT

This Equipment Master Supply Agreement (hereinafter "Agreement" or "MSA") is entered into on the ____ day of _____, 2020, by and between Global Healthcare Product Solutions, LLC, a Delaware limited liability company, with the registered address of 919 North Market Street, Suite 950, Wilmington, DE 19801 ("Seller") and _____, a _____, with the registered address of _____ ("Buyer").

RECITAL

WHEREAS, in 2020, the State of California (the Buyer), the United States, and multiple key continents around the world are combating the rapid spread of the deadly pandemic known as the Novel Coronavirus or COVID-19 (the "Pandemic");

WHEREAS, the Seller makes and sells certain equipment used in the healthcare industry, including surgical masks, KN95 masks, hand sanitizers, infrared thermometers, and other products;

WHEREAS, the Seller's equipment is vital to reducing mitigating the spread of the Pandemic;

WHEREAS, the Buyer desires to procure large quantities of certain subsets of Seller's healthcare industry equipment, including, without limitations, surgical masks and KN95, in order to use the products to combat the Pandemic in California;

WHEREAS, the Seller desires to and is currently capable of making and selling the equipment to Buyer in ordinary commercial quantities, but for large volume orders, the Seller currently does not have the production capacity to fulfill Buyer's volume requirements; and,

WHEREAS, in order to induce Seller to increase equipment production capacity and in order to ensure that Buyer has the opportunity to procure sufficient quantities of equipment from Seller, the Buyer and Seller shall agree as follows: (i) Buyer shall pay Seller a reservation fee so that Seller can reserve equipment production capacity for Buyer's equipment orders; and, (ii) the parties will agree to firm and binding large volume equipment procurement commitments expressly stated herein, all subject to the terms and conditions in this Agreement.

AGREEMENT

NOW, THEREFORE in consideration of the foregoing and the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **EQUIPMENT.** Seller agrees to sell to Buyer and Buyer agrees to buy from Seller the Seller equipment ("Equipment") specifically described in Schedule A "List of Seller Equipment Available for Sale", subject to this Agreement and the applicable purchase order ("Purchase Order" or "PO"). The parties hereby agree that any order made by Buyer of any of the Equipment listed in Schedule A shall only be effectuated by a mutually signed Purchase Order substantially in the form of the purchase order attached to Schedule B "Form of Purchase Order". For the avoidance of doubt, every order of Equipment between the parties hereto following the execution of this MSA shall be governed by this MSA, and the requirement shall apply even in the event that an order for Equipment is not documented in a PO.

(a) For the avoidance of doubt, the parties agree to be bound to the terms and conditions in this Agreement including all of its Schedules, and expressly including Schedule D "Equipment Reservation Fee and Procurement Volume Commitments".

2. **PURCHASE ORDER.** Buyer shall pay Seller all fees, payments, costs and expenses in strict accordance to the applicable PO and Buyer understands that this payment obligation is a condition precedent to any of Seller's obligations under this MSA or the applicable PO. Following payment, Seller

shall deliver the Equipment to Buyer and, as applicable, perform any other duties in accordance to this MSA and the applicable PO. All executed POs shall become a part of this Agreement and shall be appended to this Schedule C "List of Executed Purchase Orders".

3. **PAYMENT.** As a condition precedent to any of Seller's obligations under this Agreement or any Purchase Order, Buyer shall pay Seller One Hundred Percent (100%) of the total purchase price of the Purchase Order no later than One (1) business day after the execution date of the Purchase Order. Buyer shall make payment by bank wire transfer to the bank account below:

Receiving Bank: [REDACTED]
Bank Address: [REDACTED]
Beneficiary: Global Healthcare Product Solutions, LLC
Beneficiary Address: 1800 S. Figueroa Street., Los Angeles, CA 90015
Bank Account Number: [REDACTED]
Bank Routing Number (Domestic Wires): [REDACTED]

4. **DELIVERY; ACCEPTANCE.** Delivery. The delivery schedule for each PO shall be stated in the PO. Seller may at its sole discretion unilaterally change the delivery schedule or cancel the PO for any legitimate business reason. Acceptance. The Equipment ordered by Buyer is deemed to be accepted by Buyer when Buyer (or its personnel, representative, or agent) signs the delivery note or otherwise consents to the delivery. Once accepted, Buyer shall not under any circumstances have the right to return or exchange the products ordered hereunder. Notwithstanding anything else herein, all sales hereunder are final.

5. **TERM; TERMINATION.** This Agreement shall commence upon the full execution of this Agreement and shall continue until the valid exercise of an applicable termination right. If there are no pending or unfulfilled Purchase Orders outstanding, Seller may at its sole discretion, and without any further liability or penalty, terminate this Agreement by sending written notice of termination to Buyer.

6. **FEES AND TAXES.** Buyer agrees to pay when due all fees, sales and use taxes, and other charges, however designated, now or hereafter levied or based upon the purchase, rental, ownership, use, possession, leasing, operation, control, maintenance or sale of the Equipment, whether or not paid or payable by Seller (excluding Seller's net income, franchise and business and occupation taxes).

7. **FORCE MAJEURE.** If Seller is unable perform its obligations under this Agreement or Purchase Order because of an act of God or the occurrence of another event beyond its reasonable control ("Force Majeure Event"), Seller shall not be liable for any damages to Buyer arising from the Force Majeure Event and Seller's performance obligations hereunder shall be suspended until the Force Majeure Event is over. If a Force Majeure Event substantially delays delivery of the Equipment ordered hereunder, Seller may at its sole discretion allow Buyer to receive a refund on the purchase price already paid by Buyer less Seller's reasonable and documented costs. Under no circumstances shall this paragraph excuse Buyer's obligation to pay the purchase price.

8. **EQUIPMENT WARRANTY; LIABILITY.** To the maximum extent permitted by law, the parties agree as follows: (1) Liability. Seller's maximum liability (however caused) arising from this Agreement and any applicable PO or applicable sale shall in no event exceed all amounts actually paid by Buyer to Seller for the applicable PO or sale; (2) Consequential Damages. In no event shall Seller be liable for any consequential, special, incidental, indirect, or punitive damages, including without limitation lost profits, whether the claim is based on contract, tort, strict liability, or any other theory of law or equity, even if advised of the possibility of such damages; and, (3) Warranty. Outside of the product specifications (if any) expressly provided for in writing in or on each Equipment sold hereunder ("Limited Warranty"), Seller (a) makes no warranties or representations, either expressed or implied, as to the Equipment (or any of the Equipment's parts or accessories) provided for under this Agreement or any applicable PO or any applicable sale and (b) makes no warranty of merchantability or fitness of the Equipment provided for under this Agreement or any applicable PO or any applicable sale for any particular purpose. The

Equipment provided for under this Agreement or any applicable PO or any applicable sale is being provided from Seller on an "as-is" basis.

9. CONFIDENTIALITY; PUBLICITY. This Agreement, all POs, and the Equipment all contain Seller's confidential information and proprietary trade secrets ("Confidential Information"). Accordingly, Buyer shall not disclose Seller's Confidential Information, including the existence or contents of the Agreement or PO to any third party without the Seller's express prior written approval. Furthermore, neither party shall make any public statements relating to this Agreement without the other party's express prior written approval.

10. REGULATORY COMPLIANCE. Outside of Equipment compliance disclosures (if any) expressly stated in the Equipment Limited Warranty, Buyer is solely responsible for ensuring that the Equipment (and any subsequent transfers thereof) complies with local or regional laws, regulations, or requirements, including, without limitation, any emergency mandates enacted in response to the 2020 COVID-19 outbreak or, if Buyer intends to resell the Equipment, any regional anti-price gouging laws, and Buyer shall indemnify and hold harmless Seller from any third party claims (threatened or actual), investigations, damages, losses, or costs arising out of or relating to Buyer's violation of, alleged violation of, or failure to follow such laws, regulations, or requirements.

11. ENTIRE AGREEMENT; WAIVER. This Agreement and all executed Purchase Orders for the Equipment constitute the entire agreement of the parties hereto. All prior agreements, whether oral or in writing, are superseded. No waiver or modification of this Agreement or any the Purchase Orders shall be effective unless in writing and signed by both parties. No waiver or delayed enforcement by Seller of any obligation of Buyer under this Agreement shall be deemed a waiver of Seller's right to subsequent or other full and timely performance.

12. BINDING ON SUCCESSORS AND PERMITTED ASSIGNS. This Agreement shall be binding upon and inure to the benefit of any successors and permitted assigns of the parties hereto.

13. NOTICES. All notices and payments shall be mailed via registered mail (with a carbon copy sent via e-mail) to the respective parties at the addresses set forth in the signature block, or such other address as a party may provide to the other party in writing.

14. GOVERNING LAW; DISPUTE RESOLUTION. This Agreement shall be interpreted and construed solely in accordance with the laws of the State of California without regard to its choice of law principles. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall exclusively be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The place of arbitration shall be Los Angeles, California. The number of arbitrator(s) shall be one (1). Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator shall be entitled to issue injunctive and other equitable relief. A party may apply to any court with jurisdiction for interim or conservatory relief, including without limitation a proceeding to compel arbitration. The parties agree to arbitrate all disputes arising from this Agreement on an individual basis (and in strict accordance to this paragraph) and each party waives the right to participate in a class action lawsuit against the other party.

15. HEADINGS. Headings at the beginning of each section are solely for the convenience of the parties and shall not be considered when interpreting this Agreement.

16. SEVERABILITY. If any of the provisions of this Agreement are prohibited by or held invalid under applicable laws or regulations of any jurisdiction in which this Agreement is sought to be enforced, then that provision shall be considered inapplicable and omitted but shall not invalidate the remaining provisions.

17. SURVIVAL. Provision 8 (Equipment Warranty; Liability), Provision 9 (Confidentiality; Publicity), Provision 10 (Regulatory Compliance), Provision 11 (Entire Agreement; Waiver), Provision 12 (Binding on

Successors and Permitted Assigns), Provision 13 (Notice), Provision 16 (Severability), Provision 14 (Governing Law; Dispute Resolution), and, this Provision 17 (Survival) shall survive any termination of this Agreement.

(Signature Page Follows)

BY SIGNING BELOW, BOTH PARTIES HERETO ACCEPTS THE TERMS AND CONDITIONS OF THIS AGREEMENT.

BUYER:

By: _____
(Signature)

Name:

Title:

Date:

Address:

E-mail:

Phone:

SELLER:

By: _____
(Signature)

Name:

Title:

Date:

Address:

E-mail:

Phone:

SCHEDULE A
LIST OF SELLER EQUIPMENT AVAILABLE FOR SALE

N95 Mask
KN95 Mask
Surgical Mask

SCHEDULE B FORM OF PURCHASE ORDER

Global Healthcare Product Solutions LLC: Purchase Order										
Equipment Purchase Order #:					Issue Date:					
Item	Product	Quantity	Unit	Unit Price	Tax Rate	(Unit Price +Tax)	Total Item Price	Approx Delivery Date	Delivery Terms	Delivery Location
Total Payment Amount Due:										
ALL PAYMENTS HEREUNDER MUST BE MADE NO LATER THAN 1 BUSINESS DAY AFTER THE EXECUTION OF THIS PO. FULL PAYMENT IS A CONDITION PRECEDENT TO SELLER S PERFORMANCE OF ITS OBLIGATIONS. ALL DELIVERY DATES ARE APPROXIMATE. THIS PO IS SUBJECT TO THE AVAILABILITY OF SELLER S SUPPLY OF THE EQUIPMENT. THIS PO IS STRICTLY SUBJECT TO THE 2020 EQUIPMENT MASTER SUPPLY AGREEMENT EXECUTED BETWEEN THE PARTIES.										
Agreed to and Accepted by:										
Buyer: [BUYER]					Seller: Global Healthcare Products Solution LLC					
By					By					
Signature					Signature					
Name					Name					
Title					Title					
Date					Date					
Phone					Phone					
Email					Email					
Address					Address					

SCHEDULE C
LIST OF EXECUTED PURCHASE ORDERS

(executed purchase orders, if any, should be attached to this Agreement after this page)

SCHEDULE D
EQUIPMENT RESERVATION FEE AND PROCUREMENT VOLUME COMMITMENTS

1. Incorporation of Recitals. The recitals on the first page of this Agreement are hereby incorporated into this Agreement as if fully set forth herein.
2. Scope of Commitments. In order to induce Seller to increase Equipment production capacity and in order to ensure that Buyer has the opportunity to procure sufficient quantities of Equipment from Seller, Buyer and Seller shall agree as follows:
 - (i) In accordance with Section 3 "Reservation Fee" of this Schedule D, Buyer shall pay Seller a reservation fee so that Seller can, amongst other purposes, reserve production capacity, procure manufacturing equipment, procure bill of materials, and procure an appropriate workforce, all in order to satisfy Buyer's large volume order of the Equipment order; and,
 - (ii) In accordance with Section 4 "Procurement Commitments (including Volume and Delivery Timeline)" of this Schedule D, the parties shall agree to firm and binding large volume Equipment procurement commitments stated therein.
3. Reservation Fee. Given the circumstances discussed in the recitals, Buyer shall pay Seller a reservation fee so that Seller can, amongst other purposes, reserve production capacity, procure manufacturing equipment, procure bill of materials, and procure an appropriate workforce, all in order to satisfy Buyer's large volume order of the Equipment order.

Batch	Applicable Months	Equipment and Size of Volume Reserved	Reservation Fee Amount	Payment Deadline
A	May 2020	N95 Mask 150 million units Surgical Mask 50 million units	For the entire Batch A, the reservation fee shall be \$432 Million US Dollars.	Batch A is a firm commitment upon the execution of this Agreement The reservation fee must be paid no later than one (1) business day after the execution of this Agreement
	June 2020	N95 Mask 150 million units Surgical Mask 50 million units		
B	July 2020	N95 Mask 150 million units Surgical Mask 50 million units	For the entire Batch B, the reservation fee shall be \$360 Million US Dollars.	Buyer may elect to exercise the option of Batch B, provided that such exercise is effectuated no later than May 29, 2020. Upon such exercise, the reservation fee for Batch B shall
	August 2020	N95 Mask 100 million units Surgical Mask 50 million units	Prior to Buyer's exercise of the option of Batch B, Buyer may propose a reduction in volume for N95 masks with a ratable reduction in the reservation fee,	

			and such Buyer proposal shall not be valid and binding until Seller consents in writing.	be paid no later than Monday, June 1, 2020 before 3:00 pm pacific time.
--	--	--	--	---

4. Procurement Commitments (including Volume and Delivery Timeline).

Seller shall promptly buy, pay for, and take delivery of the Equipment in exactly the manner as stated in Purchase Order CAL001 executed between the parties and attached herein.

5. Refund. Seller shall not be obligated to refund the reservation fee for any reason, except in the instance where Seller fails to deliver the required volume under Batch A (or, separately, Batch B, if Buyer chooses to exercise the Batch B option) and such refund shall only be provided on a pro rata basis.
6. Condition Precedent. Seller's full performance of its obligations hereunder are a condition precedent to Buyer's performance of Buyer's obligations.
7. Trade Secret Protection. Both parties agree that all pricing and volume information in this Agreement or in a Purchase Order are Seller's Confidential Information and confidential trade secret and not subject to disclosure by Buyer under any circumstance.

From: oscar.su@byd.com
To: [Medigovich, Mitchell@CalOES](mailto:Medigovich.Mitchell@CalOES)
Cc: [Shell, Angela@DGS](mailto:Shell.Angela@DGS); [Kim, Daniel@DGS](mailto:Kim.Daniel@DGS); [Bollinger, Jennifer@CalOES](mailto:Bollinger.Jennifer@CalOES); trevor@frontlinesupport.org; stella.li@byd.com; john.zhuang@byd.com; [Ghilarducci, Mark@CalOES](mailto:Ghilarducci.Mark@CalOES)
Subject: RE: CalOES and BYD--Mask Supply
Date: Saturday, April 4, 2020 2:00:54 PM

Hi Mitch,

Correct, the price includes the import tax paying to US customs and shipping cost to [REDACTED]. The sales tax is California State tax, different from import tax.

Oscar Su
Senior Director | BYD America
Office: 213.748.3980 | Mobile [REDACTED]
1800 S Figueroa St, Los Angeles, CA 90015
www.byd.com | oscar.su@byd.com

From: Medigovich, Mitchell@CalOES [mailto:Mitchell.Medigovich@CalOES.ca.gov]
Sent: Saturday, April 4, 2020 1:56 PM
To: oscar.su@byd.com
Cc: Shell, Angela@DGS <Angela.Shell@dgs.ca.gov>; Kim, Daniel@DGS <daniel.kim@dgs.ca.gov>; Bollinger, Jennifer@CalOES <Jennifer.Bollinger@caloes.ca.gov>; trevor@frontlinesupport.org; stella.li@byd.com; john.zhuang@byd.com; Ghilarducci, Mark@CalOES <Mark.Ghilarducci@CalOES.ca.gov>
Subject: RE: CalOES and BYD--Mask Supply

Oscar, just to be clear, these prices per unit reflect the shipping cost for FOB [REDACTED] correct? The sales tax is the same as the import tax or are their two taxes?
R/ Mitch

Mitch Medigovich
Deputy Director
Governor's Office of Emergency Services
916-845-8552 – Office
916-835-9747 - Cell

From: oscar.su@byd.com <oscar.su@byd.com>
Sent: Saturday, April 4, 2020 1:45 PM
To: Medigovich, Mitchell@CalOES <Mitchell.Medigovich@CalOES.ca.gov>
Cc: Shell, Angela@DGS <Angela.Shell@dgs.ca.gov>; Kim, Daniel@DGS <daniel.kim@dgs.ca.gov>; Bollinger, Jennifer@CalOES <Jennifer.Bollinger@caloes.ca.gov>; trevor@frontlinesupport.org; stella.li@byd.com; john.zhuang@byd.com
Subject: RE: CalOES and BYD--Mask Supply

Hi Mitch,

It was a pleasure speaking with you discussing the price. Please find the updated price:

Surgical mask: \$0.55/pcs + sales tax

KN95 mask: \$3.25/pcs + sales tax

N95 mask: \$3.3/pcs + sales tax

we can discuss more details over the con-call this afternoon. Thank you.

Oscar Su

Senior Director | BYD America

Office: 213.748.3980 | Mobile [REDACTED]

1800 S Figueroa St, Los Angeles, CA 90015

www.byd.com | oscar.su@byd.com

From: oscar.su@byd.com

Sent: Friday, April 3, 2020 9:30 PM

To: 'Medigovich, Mitchell@CalOES' <Mitchell.Medigovich@CalOES.ca.gov>

Cc: Shell, Angela@DGS <Angela.Shell@dgs.ca.gov>; Kim, Daniel@DGS <daniel.kim@dgs.ca.gov>;

Bollinger, Jennifer@CalOES <Jennifer.Bollinger@caloes.ca.gov>; trevor@frontlinesupport.org;

stella.li@byd.com; john.zhuang@byd.com

Subject: RE: CalOES and BYD--Mask Supply

Hi Mitch,

Air-shipping cost will be around 0.13-0.16cents/pcs depending on our recent experience importing to the states, and there will be 7% of import tax.

So totally price to [REDACTED] will be:

Surgical: 0.525usd/pcs

KN95: 3.13usd/pcs

N95: 3.24usd/pcs

Can you help to push the exemption of the import tax? If it's exempted, the price can be 7% off the base price sent in other email.

Let me know if you need further explanation. Thank you.

Oscar Su

Senior Director | BYD America

Office: 213.748.3980 | Mobile [REDACTED]

1800 S Figueroa St, Los Angeles, CA 90015

www.byd.com | oscar.su@byd.com

From: Medigovich, Mitchell@CalOES [<mailto:Mitchell.Medigovich@CalOES.ca.gov>]
Sent: Friday, April 3, 2020 8:59 PM
To: oscar.su@byd.com
Cc: Shell, Angela@DGS <Angela.Shell@dgs.ca.gov>; Kim, Daniel@DGS <daniel.kim@dgs.ca.gov>; Bollinger, Jennifer@CalOES <Jennifer.Bollinger@caloes.ca.gov>; trevor@frontlinesupport.org; stella.li@byd.com; john.zhuang@byd.com
Subject: Re: CalOES and BYD--Mask Supply

Hi Oscar, What would be the price quote for FOB to [REDACTED] CA?

Mitch Medigovich
Deputy Director
Governor's Office of Emergency Services
916-845-8552

Sent from my iPad

On Apr 3, 2020, at 8:03 PM, "oscar.su@byd.com" <oscar.su@byd.com> wrote:

Hi Mitch,

Here is the one with company logo. Thank you.

Oscar Su
Senior Director | BYD America
Office: 213.748.3980 | Mobile [REDACTED]
1800 S Figueroa St, Los Angeles, CA 90015
www.byd.com | oscar.su@byd.com

From: oscar.su@byd.com
Sent: Friday, April 3, 2020 7:23 PM
To: 'Medigovich, Mitchell@CalOES' <Mitchell.Medigovich@CalOES.ca.gov>
Cc: Shell, Angela@DGS <Angela.Shell@dgs.ca.gov>; Kim, Daniel@DGS <daniel.kim@dgs.ca.gov>; Bollinger, Jennifer@CalOES <Jennifer.Bollinger@caloes.ca.gov>; trevor@frontlinesupport.org; stella.li@byd.com; john.zhuang@byd.com
Subject: RE: CalOES and BYD--Mask Supply

Hi Mitch,

Here is the Agreement from our side. Please kindly have it reviewed and let us have your comments as early as possible. thank you.

We are still targeting to have the deal closed tomorrow as early as possible. if there is need, we always standby to have con-call with your team.

Oscar Su

Senior Director | BYD America

Office: 213.748.3980 | Mobile [REDACTED]

1800 S Figueroa St, Los Angeles, CA 90015

www.byd.com | oscar.su@byd.com

From: Medigovich, Mitchell@CalOES [<mailto:Mitchell.Medigovich@CalOES.ca.gov>]

Sent: Friday, April 3, 2020 5:57 PM

To: oscar.su@byd.com; oscar.su@byd.com

Cc: Shell, Angela@DGS <Angela.Shell@dgs.ca.gov>; Kim, Daniel@DGS

<daniel.kim@dgs.ca.gov>; Bollinger, Jennifer@CalOES

<Jennifer.Bollinger@caloes.ca.gov>; trevor@frontlinesupport.org

Subject: CalOES and BYD--Mask Supply

Hi Oscar,

Great chatting with you. Please send the proposal as discussed to the parties listed above. I appreciate your quick turn and grateful to begin the opportunity together. Thanks,
Mitch

Mitch Medigovich

Deputy Director

Governor's Office of Emergency Services

916-845-8552 – Office

916-835-9747 - Cell

<MASTER SUPPLY AGREEMENT Health Products California (v1 BYD Clean)
(004).docx>

From: stella.li@byd.com
To: trevor@frontlinesupport.org; Ghilarducci_Mark@CalOES; Curry_Christina@CalOES; Medigovich_Mitchell@CalOES; Bollinger_Jennifer@CalOES; Pal_Alex@CalOES; oscar.su@byd.com; nancy.liu@byd.com
Cc: "Shige Honjo"; bryson@frontlinesupport.org; "Fan Dai"; "Jamie Gardner"; john.zhuang@byd.com
Subject: RE: Connecting Everyone
Date: Friday, April 3, 2020 2:03:18 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)

Dear Trevor

Thank you. I add John here.

Dear Mark and All the team


Thank you so much for the call today. John will work with Jennifer today and target to have our contract to be in place by end of tomorrow.

If you have any questions, please feel free to reach me at my cell [REDACTED] If need, we could have another conference call tomorrow to finalize everything.

Thank you for your trust. You could count on us.

Stay safe and have a nice weekend.

Stella Li | President | BYD Motors Inc.
1800 Figueroa, Los Angeles, CA90015
Toll Free:1-800-BYD-Auto
Tell:213-748-3980
Fax:213-748-3945
<http://www.byd.com>

Visit us, Follow us on   

From: trevor@frontlinesupport.org [mailto:trevor@frontlinesupport.org]

Sent: 2020年4月2日 21:06

To: mark.ghilarducci@caloes.ca.gov; christina.curry@caloes.ca.gov;
Mitchell.Medigovich@CalOES.ca.gov; jennifer.bollinger@caloes.ca.gov; alex.pal@caloes.ca.gov;
stella.li@byd.com; oscar.su@byd.com; nancy.liu@byd.com

Cc: 'Shige Honjo'; bryson@frontlinesupport.org; 'Fan Dai'; 'Jamie Gardner'

Subject: Connecting Everyone

CalOES and BYD,

Connecting you all on the same thread so everyone has each other's emails. BYD I have shared your proposal with the CalOES team who are looking forward to the call tomorrow at 1pm PST. Some of the core Frontline Support team members are on the CC line and are available to help support as needed.

Best,

Trevor Houser
Frontline Support
647 4th Street
Oakland, CA 94607



trevor@frontlinesupport.org

From: oscar.su@byd.com
To: [Bollinger, Jennifer@CalOES](mailto:Bollinger,Jennifer@CalOES)
Cc: john.zhuang@byd.com; [Pal, Alex@CalOES](mailto:Pal,Alex@CalOES); junei.chen@byd.com; stella.li@byd.com
Subject: RE: MASTER SUPPLY AGREEMENT Health Products California (v13 BYD REDLINE OF EXECUTION COPY).docx
Date: Tuesday, April 7, 2020 5:37:49 PM

Hi Jennifer,

I am glad to hear you and your team like our masks. it was a pleasuring working with you getting this done in such short time, and look forward to working with you in future.

Please keep me update once you have answer from your team on another PO. talk to you soon.

Stay safe.

Oscar Su
Senior Director | BYD America
Office: 213.748.3980 | Mobile [REDACTED]
1800 S Figueroa St, Los Angeles, CA 90015
www.byd.com | oscar.su@byd.com

From: Bollinger, Jennifer@CalOES [mailto:Jennifer.Bollinger@caloes.ca.gov]
Sent: Tuesday, April 7, 2020 5:32 PM
To: oscar.su@byd.com
Cc: john.zhuang@byd.com; [Pal, Alex@CalOES](mailto:Pal,Alex@CalOES) <Alex.Pal@CalOES.ca.gov>; junei.chen@byd.com; stella.li@byd.com
Subject: Re: MASTER SUPPLY AGREEMENT Health Products California (v13 BYD REDLINE OF EXECUTION COPY).docx

I asked about that this morning and need to get a clear answer. Our normal procurement process has been deviated from given the exigency of the situation. Will let you know.

Thank you for everything, Oscar. My leaders were extremely happy about receiving the sample surgical masks.

Sent from my iPhone

On Apr 7, 2020, at 5:12 PM, "oscar.su@byd.com" <oscar.su@byd.com> wrote:

Thank you Jennifer.

Can you please update when the PO for the single use face masks can be issued? Please kindly advise.

Oscar Su
Senior Director | BYD America
Office: 213.748.3980 | Mobile [REDACTED]
1800 S Figueroa St, Los Angeles, CA 90015
www.byd.com | oscar.su@byd.com

From: Bollinger, Jennifer@CalOES [<mailto:Jennifer.Bollinger@caloes.ca.gov>]
Sent: Tuesday, April 7, 2020 4:53 PM
To: john.zhuang@byd.com; oscar.su@byd.com; Pal, Alex@CalOES
<Alex.Pal@CalOES.ca.gov>
Cc: junei.chen@byd.com; stella.li@byd.com
Subject: RE: MASTER SUPPLY AGREEMENT Health Products California (v13 BYD REDLINE OF EXECUTION COPY).docx

John –

Attached are signature pages for Director Ghilarducci. I will place the wet copy in Fedex overnight package tomorrow.

Jennifer L. Bollinger (formerly Plescia)
Note New Email: Jennifer.Bollinger@caloes.ca.gov
Assistant Chief Counsel
Governor's Office of Emergency Services (Cal OES)
3650 Schriever Avenue
Mather, CA 95655
Office: (916) 845-8815
Cell: (916) 621-8523
Fax: (916) 845-8511
www.caloes.ca.gov

From: john.zhuang@byd.com <john.zhuang@byd.com>
Sent: Tuesday, April 7, 2020 1:40 PM
To: oscar.su@byd.com; Bollinger, Jennifer@CalOES <Jennifer.Bollinger@caloes.ca.gov>; Pal, Alex@CalOES <Alex.Pal@CalOES.ca.gov>
Cc: junei.chen@byd.com; stella.li@byd.com; john.zhuang@byd.com
Subject: Re: MASTER SUPPLY AGREEMENT Health Products California (v13 BYD REDLINE OF EXECUTION COPY).docx

Jennifer and Alex:

Please see attachments:

- MASTER SUPPLY AGREEMENT Health Products California (v15 Clean Execution Copy).pdf
- Global Healthcare Signature Packet (KE LI EXECUTED).pdf

By way of next steps:

- This afternoon, OES will gather its director's executed signature packet.
- This afternoon, OES will combine the PDF agreement with the Global executed signature packet and OES executed signature packet and this document will be binding and effective on the effective date stated therein.
- This afternoon, Global will mail two wet copies of Global's executed signature packet to OES at the following address (and forward the tracking number here):
 - Mr. Alex Pal, Esq. Chief Counsel
 - Cal OES
 - 3650 Schriever Avenue
 - Mather, CA 95655
- By the end of today, OES will send BYD the fully executed PDF contract via email to the following:
 - Stella.li@byd.com
 - Oscar.su@byd.com
 - John.zhuang@byd.com
 - Junei.chen@byd.com

Please let me know if I missed anything here. Happy to further discuss.

Jenn and Alex, it was a pleasure to work with you both. I look forward to meeting you in person when all of this is over. In the meantime, please stay safe!

Very truly yours,
John Zhuang, Esq.

<image001.png> **John Zhuang, Esq.** / Counsel

BYD America
1800 S Figueroa St, Los Angeles, CA
(213) 748-3980 [REDACTED]

This e-mail contains information from BYD. The contents may be privileged and confidential and are intended for the use of the intended addressee(s) only. If you are not an intended addressee, note that any disclosure, copying, distribution, or use of the contents of this message is prohibited. If you have received this e-mail in error, please contact me at john.zhuang@byd.com.

From: John Zhuang <john.zhuang@byd.com>
Date: Tuesday, April 7, 2020 at 1:28 PM
To: Oscar Su <oscar.su@byd.com>, "Bollinger, Jennifer@CalOES" <Jennifer.Bollinger@caloes.ca.gov>, "Pal, Alex@CalOES" <Alex.Pal@CalOES.ca.gov>
Cc: Junei Chen <junei.chen@byd.com>, Stella Li <stella.li@byd.com>, John Zhuang <john.zhuang@byd.com>
Subject: Re: MASTER SUPPLY AGREEMENT Health Products California (v13 BYD REDLINE OF EXECUTION COPY).docx

Jennifer and Alex:

Thanks for jumping on the call and walking through the de minimis typo and clucky sentence corrections I had. Here's a redline pdf of the final execution copy (it has version 15 in the file name) compared to the copy sent on Tuesday, April 7, 2020 at 12:23 PM on this email chain.

I'm happy to confirm that Stella has given her authorization to release her signature pages to you. My next email will provide all the necessary information from our end to you to execute this transaction.

It was a pleasure to work with you and I look forward to meeting you both someday after this crisis is over.

Best regards,
John

<image002.png> **John Zhuang, Esq.** / Counsel

BYD America
1800 S Figueroa St, Los Angeles, CA
(213) 748-3980 [REDACTED]

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To: John Zhuang <john.zhuang@byd.com>, "Bollinger, Jennifer@CalOES" <Jennifer.Bollinger@caloes.ca.gov>, "Pal, Alex@CalOES" <Alex.Pal@CalOES.ca.gov>
Cc: Junei Chen <junei.chen@byd.com>, Stella Li <stella.li@byd.com>

Subject: RE: MASTER SUPPLY AGREEMENT Health Products California (v13 BYD REDLINE OF EXECUTION COPY).docx

Hi John, and OES team,

I am ok with the final version. Thank you.

Oscar Su

Senior Director | BYD America

Office: 213.748.3980 | Mobile [REDACTED]

1800 S Figueroa St, Los Angeles, CA 90015

www.byd.com | oscar.su@byd.com

From: john.zhuang@byd.com

Sent: Tuesday, April 7, 2020 12:23 PM

To: Bollinger, Jennifer@CalOES <Jennifer.Bollinger@caloes.ca.gov>; Pal, Alex@CalOES <Alex.Pal@CalOES.ca.gov>

Cc: oscar.su@byd.com; junei.chen@byd.com; stella.li@byd.com

Subject: MASTER SUPPLY AGREEMENT Health Products California (v13 BYD REDLINE OF EXECUTION COPY).docx

OES and BYD Teams:

Please find attached:

- MASTER SUPPLY AGREEMENT Health Products California (v13 BYD EXECUTION COPY).pdf
- MASTER SUPPLY AGREEMENT Health Products California (v13 BYD Redline).pdf

Oscar, please read the attached. Junei and I will also quickly read it again. If you don't spot any issues in, I will send an email to the OES team confirming that we are ok with the attached clean execution version of the supply agreement. We will give OES our response within the next hour.

OES team, I confirm that I have three wet copies of Stella's signature packet in my escrow and will release it to you upon her ok. I also have a PDF scan of the same. That PDF scan will arrive to you first via e-mail.

Best,
John

<image003.png> **John Zhuang, Esq.** / Counsel

BYD America

1800 S Figueroa St, Los Angeles, CA
(213) 748-3980 [REDACTED]

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From: oscar.su@byd.com
To: [Bollinger, Jennifer@CalOES](mailto:Bollinger.Jennifer@CalOES); john.zhuang@byd.com; [Pal, Alex@CalOES](mailto:Pal,Alex@CalOES)
Cc: junei.chen@byd.com; stella.li@byd.com
Subject: RE: MASTER SUPPLY AGREEMENT Health Products California (v13 BYD REDLINE OF EXECUTION COPY).docx
Date: Tuesday, April 7, 2020 5:12:27 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)

Thank you Jennifer.

Can you please update when the PO for the single use face masks can be issued? Please kindly advise.

Oscar Su
Senior Director | BYD America
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To: john.zhuang@byd.com; oscar.su@byd.com; [Pal, Alex@CalOES](mailto:Pal,Alex@CalOES) <Alex.Pal@CalOES.ca.gov>
Cc: junei.chen@byd.com; stella.li@byd.com
Subject: RE: MASTER SUPPLY AGREEMENT Health Products California (v13 BYD REDLINE OF EXECUTION COPY).docx

John –

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Jennifer L. Bollinger (formerly Plescia)
Note New Email: Jennifer.Bollinger@caloes.ca.gov
Assistant Chief Counsel
Governor's Office of Emergency Services (Cal OES)
3650 Schriever Avenue
Mather, CA 95655
Office: (916) 845-8815
Cell: (916) 621-8523
Fax: (916) 845-8511
www.caloes.ca.gov

From: john.zhuang@byd.com <john.zhuang@byd.com>

Sent: Tuesday, April 7, 2020 1:40 PM

To: oscar.su@byd.com; Bollinger, Jennifer@CalOES <Jennifer.Bollinger@caloes.ca.gov>; Pal, Alex@CalOES <Alex.Pal@CalOES.ca.gov>

Cc: junei.chen@byd.com; stella.li@byd.com; john.zhuang@byd.com

Subject: Re: MASTER SUPPLY AGREEMENT Health Products California (v13 BYD REDLINE OF EXECUTION COPY).docx

Jennifer and Alex:

Please see attachments:

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 - Cal OES
 - 3650 Schriever Avenue
 - Mather, CA 95655
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 - Stella.li@byd.com
 - Oscar.su@byd.com
 - John.zhuang@byd.com
 - Junei.chen@byd.com

Please let me know if I missed anything here. Happy to further discuss.

Jenn and Alex, it was a pleasure to work with you both. I look forward to meeting you in person when all of this is over. In the meantime, please stay safe!

Very truly yours,
John Zhuang, Esq.



John Zhuang, Esq. / Counsel

BYD America

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(213) 748-3980 [REDACTED]

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From: John Zhuang <john.zhuang@byd.com>

Date: Tuesday, April 7, 2020 at 1:28 PM

To: Oscar Su <oscar.su@byd.com>, "Bollinger, Jennifer@CalOES" <Jennifer.Bollinger@caloes.ca.gov>, "Pal, Alex@CalOES" <Alex.Pal@CalOES.ca.gov>

Cc: Junei Chen <junei.chen@byd.com>, Stella Li <stella.li@byd.com>, John Zhuang <john.zhuang@byd.com>

Subject: Re: MASTER SUPPLY AGREEMENT Health Products California (v13 BYD REDLINE OF EXECUTION COPY).docx

Jennifer and Alex:

Thanks for jumping on the call and walking through the de minimis typo and clucky sentence corrections I had. Here's a redline pdf of the final execution copy (it has version 15 in the file name) compared to the copy sent on Tuesday, April 7, 2020 at 12:23 PM on this email chain.

I'm happy to confirm that Stella has given her authorization to release her signature pages to you. My next email will provide all the necessary information from our end to you to execute this transaction.

It was a pleasure to work with you and I look forward to meeting you both someday after this crisis is over.

Best regards,
John



John Zhuang, Esq. / Counsel

BYD America

1800 S Figueroa St, Los Angeles, CA

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Date: Tuesday, April 7, 2020 at 1:01 PM
To: John Zhuang <john.zhuang@byd.com>, "Bollinger, Jennifer@CalOES" <Jennifer.Bollinger@caloes.ca.gov>, "Pal, Alex@CalOES" <Alex.Pal@CalOES.ca.gov>
Cc: Junei Chen <junei.chen@byd.com>, Stella Li <stella.li@byd.com>
Subject: RE: MASTER SUPPLY AGREEMENT Health Products California (v13 BYD REDLINE OF EXECUTION COPY).docx

Hi John, and OES team,

I am ok with the final version. Thank you.

Oscar Su
Senior Director | BYD America
Office: 213.748.3980 | Mobile [REDACTED]
1800 S Figueroa St, Los Angeles, CA 90015
www.byd.com | oscar.su@byd.com

From: john.zhuang@byd.com
Sent: Tuesday, April 7, 2020 12:23 PM
To: Bollinger, Jennifer@CalOES <Jennifer.Bollinger@caloes.ca.gov>; Pal, Alex@CalOES <Alex.Pal@CalOES.ca.gov>
Cc: oscar.su@byd.com; junei.chen@byd.com; stella.li@byd.com
Subject: MASTER SUPPLY AGREEMENT Health Products California (v13 BYD REDLINE OF EXECUTION COPY).docx

OES and BYD Teams:

Please find attached:

- MASTER SUPPLY AGREEMENT Health Products California (v13 BYD EXECUTION COPY).pdf

- MASTER SUPPLY AGREEMENT Health Products California (v13 BYD Redline).pdf

Oscar, please read the attached. Junei and I will also quickly read it again. If you don't spot any issues in, I will send an email to the OES team confirming that we are ok with the attached clean execution version of the supply agreement. We will give OES our response within the next hour.

OES team, I confirm that I have three wet copies of Stella's signature packet in my escrow and will release it to you upon her ok. I also have a PDF scan of the same. That PDF scan will arrive to you first via e-mail.

Best,
John



John Zhuang, Esq. / Counsel

BYD America

1800 S Figueroa St, Los Angeles, CA
(213) 748-3980 [REDACTED]

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Hi Jerry, nice to speaking with you and I will work with you to get the money safely wired. Please don't hesitate to call me any time, thanks



Boris Wang / Director of Finance
BYD America LLC
1600 S Figueroa St, Los Angeles, CA

From: john.shuang@byd.com

From: John Zhuang@byd.com
Sent: Tuesday, April 7, 2020 3:23 PM
To: Iollinger, Jennifer@CalOES; oscar.su@byd.com; Pali, Alex@CalOES
Cc: Juwei.chen@byd.com; stella.li@byd.com; boris.wang@byd.com
Subject: Re: MASTER SUPPLY AGREEMENT Health Products California (v13 BYD REDUNE OF EXECUTION COPY).docx

Jenn and Boris:

Thank
Jerrn:

As discussed, Boris Wang is our Director of Finance and he will be personally facilitating the wire transfer process of this transaction. We just want to make sure that we're following all possible procedures and precaution to ensure that this transaction goes through.

Boris' contact is available here:

Boris Wang
BYD Director of Finance
* [REDACTED]
R [REDACTED]

Jern's contact is available here:

Jennifer L. Bollinger
Assistant Chief Counsel
Governor's Office of Emergency Services (Cal OES)
(916) 621-8523
Jennifer.Bollinger@oes.ca.gov

Best regards,
John



BYD John Zhuang, Esq. / Counsel
BYD America
1800 S Figueroa St, Los Angeles
90007-3265, 213.336.0000

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From: John Zhang <john.zhang@ibyd.com>

Date: Tuesday, April 7, 2020 at 2:35 PM
To: "Bollinger, Jennifer@CalOES" <jennifer.bollinger@caloes.ca.gov>, Oscar Su <oscar.su@tyd.com>, "Pai, Alex@CalOES" <alex.pai@caloes.ca.gov>
Cc: Jureli Chen <jureli.chen@tyd.com>, Stella Li <stella.li@tyd.com>, John Zhuang <john.zhuang@tyd.com>
Subject: Re: MASTER SUPPLY AGREEMENT Health Products California (v13 BYD REDLINE OF EXECUTION COPY).docx

tense and flow.

We sent Global's wet signature packets via UPS. Please see attachment for tracking details.

Best regards,

John Zhang, Counsel
BYD America

PRA @BYD.com 00221

Extremely Urgent

visit [ups.com](https://www.ups.com)® or call 1-800-PICK-UPS® (1-800-742-5877) to schedule a pickup or find a drop off location near you.

Domestic Shipments
To qualify for the Letter rate, UPS Express Envelopes may only contain correspondence, urgent documents, and/or electronic media, and must weigh 8 oz. or less. UPS Express Envelopes containing items other than those listed or weighing more than 8 oz. will be billed by weight.

International Shipments
The UPS Express Envelope may be used only for documents of no commercial value. Certain countries consider electronic media as documents. Visit [ups.com/importexport](https://www.ups.com/importexport) to verify if your shipment is classified as a document.

To qualify for the Letter rate, the UPS Express Envelope must weigh 8 oz. or less. UPS Express Envelopes weighing more than 8 oz. will be billed by weight.

UPS Express Envelopes are not recommended for shipments of electronic media containing sensitive personal information or breakable items. Do not send cash or cash equivalent.

Window Envelope
This envelope with shipping documents printed for a desktop inkjet printer on plain paper.

JOHN ZHUANG
0.4 LBS LTR 1 OF 1
SHIP WT: LTR
DATE: 07 APR 2020

SHIP MR. ALEX PAL, ESQ. CHIEF COUNSEL
TO: CAL OES
3650 SCHRIEVER AVE
MATHER CA 95655-4203

CA 955 6-01

UPS 2ND DAY AIR A.M. 2A
TRACKING #: 1Z Y8A 500 07 6015 7197

BILLING: P/P

1GB 13.00N Z2P 450 83.5U 12/2019
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Do not use this envelope for:
UPS Ground
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UPS 3 Day Select®
UPS Worldwide Expedited®

UPS Next Day Air®
UPS Worldwide Express®
UPS 2nd Day Air®

On Tue, Apr 7, 2020 at 1:57 PM (UTC-7), "Jennifer.L.Bollinger@caloes.org" wrote:
This is very exciting!! We will circle back today with the signature as soon as we can.

Jennifer L. Bollinger (Formerly Plascio)
1600 Main Street, Suite 200
Assistant Chief Counsel
Governor's Office of Emergency Services (Cal OES)
3650 Schriever Avenue
Mather, CA 95655
Office: (916) 845-8815
Cell: (916) 431-8853
Fax: (916) 845-8811
jennifer.bollinger@caloes.org

From: jennifer.bollinger@caloes.org
Sent: Tuesday, April 7, 2020 1:40 PM

To: john.zhuang@byd.com, "Bollinger, Jennifer@CACIES" <jennifer.bollinger@cacies.ca.gov>, "Pal, Alex@CACIES" <Alex.Pal@CACIES.ca.gov>
Cc: john.zhuang@byd.com, john.zhuang@byd.com
Subject: RE: MASTER SUPPLY AGREEMENT Health Products California (v13 BYD REDLINE OF EXECUTION COPY).docx

Jennifer and Alex:

Please see attachments:

- MASTER SUPPLY AGREEMENT Health Products California (v15 Clean Execution Copy).pdf
- Global Healthcare Signature Packet (v1 EXECUTED).pdf

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- Mr. Alex Pal, Esq. Chief Counsel
 - Cal OES
 - 3655 Siskiyew Avenue
 - Mather, CA 95655

- By the end of today, OES will send BYD the fully executed PDF contract via email to the following:

- Deila@byd.com
- John.zhuang@byd.com
- John.zhuang@byd.com
- John.zhuang@byd.com

Please let me know if I missed anything here. Happy to further discuss.

Jenn and Alex, it was a pleasure to work with you both. I look forward to meeting you in person when all of this is over. In the meantime, please stay safe!

Very truly yours,
John Zhuang, Esq.

 John Zhuang, Esq. / Counsel
BYD America
1805 S Figueroa St, Los Angeles, CA
(213) 745-3581 

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Date: Tuesday, April 7, 2020 at 1:28 PM
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Cc: Jenn Chen <jenn.chen@byd.com>, "Deila" <Deila@byd.com>, John Zhuang <John.Zhuang@byd.com>
Subject: RE: MASTER SUPPLY AGREEMENT Health Products California (v13 BYD REDLINE OF EXECUTION COPY).docx

Jennifer and Alex:

Thanks for jumping on the call and walking through the de minimis typo and sticky sentence corrections I had. Here's a redline pdf of the final execution copy (it has version 15 in the file name) compared to the copy sent on Tuesday, April 7, 2020 at 12:23 PM on this email chain.

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Best regards,
John

 John Zhuang, Esq. / Counsel
BYD America
1805 S Figueroa St, Los Angeles, CA
(213) 745-3581 

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To: John Zhuang <John.Zhuang@byd.com>, "Bollinger, Jennifer@CACIES" <jennifer.bollinger@cacies.ca.gov>, "Pal, Alex@CACIES" <Alex.Pal@CACIES.ca.gov>
Cc: Jenn Chen <jenn.chen@byd.com>, "Deila" <Deila@byd.com>
Subject: RE: MASTER SUPPLY AGREEMENT Health Products California (v13 BYD REDLINE OF EXECUTION COPY).docx

Hi John, and OES team,

I am ok with the final version. Thank you.

Oscar Su
Senior Director | BYD America
Office: 213.745.3580 | Mobile: 
1805 S Figueroa St, Los Angeles, CA 90007
oscar.su@byd.com | www.byd.com

From: john.zhuang@byd.com
Sent: Tuesday, April 7, 2020 11:23 PM
To: "Bollinger, Jennifer@CACIES" <jennifer.bollinger@cacies.ca.gov>, "Pal, Alex@CACIES" <Alex.Pal@CACIES.ca.gov>
Cc: john.zhuang@byd.com, oscar.su@byd.com, jenn.chen@byd.com, Deila@byd.com
Subject: MASTER SUPPLY AGREEMENT Health Products California (v13 BYD REDLINE OF EXECUTION COPY).docx

OES and BYD Teams:

Please find attached:

- MASTER SUPPLY AGREEMENT Health Products California (v13 BYD EXECUTION COPY).pdf
- MASTER SUPPLY AGREEMENT Health Products California (v13 BYD REDLINE).pdf

Oscar, please read the attached. John and I will also quickly read it again. If you don't spot any issues in, I will send an email to the OES team confirming that we are ok with the attached clean execution version of the supply agreement. We will give OES our response within the next hour.

OES team, I confirm that I have three wet copies of Deila's signature packet in my sacow and will release it to you upon her ok. I also have a PDF scan of the same. That PDF scan will arrive to you first via e-mail.

Best,
John

 John Zhuang, Esq. / Counsel
BYD America
1805 S Figueroa St, Los Angeles, CA
(213) 745-3581 

This e-mail contains information from BYD. The contents may be privileged and confidential and are intended for the use of the intended addressee(s) only. If you are not an intended addressee, note that any disclosure, copying, distribution, or use of the contents of this message is prohibited. If you have received this e-mail in error, please contact me at john.zhuang@byd.com.

From: oscar.su@byd.com
To: john.zhuang@byd.com; [Bollinger, Jennifer@CalOES](mailto:Bollinger.Jennifer@CalOES); [Pal, Alex@CalOES](mailto:Pal.Alex@CalOES)
Cc: junei.chen@byd.com; stella.li@byd.com
Subject: RE: MASTER SUPPLY AGREEMENT Health Products California (v13 BYD REDLINE OF EXECUTION COPY).docx
Date: Tuesday, April 7, 2020 1:01:31 PM
Attachments: [image001.png](#)

Hi John, and OES team,

I am ok with the final version. Thank you.

Oscar Su
Senior Director | BYD America
Office: 213.748.3980 | Mobile [REDACTED]
1800 S Figueroa St, Los Angeles, CA 90015
www.byd.com | oscar.su@byd.com

From: john.zhuang@byd.com
Sent: Tuesday, April 7, 2020 12:23 PM
To: Bollinger, Jennifer@CalOES <Jennifer.Bollinger@caloes.ca.gov>; Pal, Alex@CalOES <Alex.Pal@CalOES.ca.gov>
Cc: oscar.su@byd.com; junei.chen@byd.com; stella.li@byd.com
Subject: MASTER SUPPLY AGREEMENT Health Products California (v13 BYD REDLINE OF EXECUTION COPY).docx

OES and BYD Teams:

Please find attached:

- MASTER SUPPLY AGREEMENT Health Products California (v13 BYD EXECUTION COPY).pdf
- MASTER SUPPLY AGREEMENT Health Products California (v13 BYD Redline).pdf

Oscar, please read the attached. Junei and I will also quickly read it again. If you don't spot any issues in, I will send an email to the OES team confirming that we are ok with the attached clean execution version of the supply agreement. We will give OES our response within the next hour.

OES team, I confirm that I have three wet copies of Stella's signature packet in my escrow and will release it to you upon her ok. I also have a PDF scan of the same. That PDF scan will arrive to you first via e-mail.

Best,
John



John Zhuang, Esq. / Counsel

BYD America

1800 S Figueroa St, Los Angeles, CA

(213) 748-3980 [REDACTED]

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From: oscar.su@byd.com
To: [Bollinger, Jennifer@CalOES](mailto:Bollinger,Jennifer@CalOES)
Cc: john.zhuang@byd.com; [Pal, Alex@CalOES](mailto:Pal,Alex@CalOES); junei.chen@byd.com; stella.li@byd.com
Subject: RE: MASTER SUPPLY AGREEMENT Health Products California (v13 BYD REDLINE OF EXECUTION COPY).docx
Date: Wednesday, April 8, 2020 4:16:40 PM

Hi Jennifer,

Just a quick check. Can you please give me update on the order of the face mask in the signed contract? We need to prepare now to make sure the delivery's on schedule. Thank you.

Oscar Su
Senior Director | BYD America
Office: 213.748.3980 | Mobile [REDACTED]
1800 S Figueroa St, Los Angeles, CA 90015
www.byd.com | oscar.su@byd.com

From: oscar.su@byd.com
Sent: Tuesday, April 7, 2020 5:38 PM
To: 'Bollinger, Jennifer@CalOES' <Jennifer.Bollinger@caloes.ca.gov>
Cc: john.zhuang@byd.com; [Pal, Alex@CalOES](mailto:Pal,Alex@CalOES) <Alex.Pal@CalOES.ca.gov>; junei.chen@byd.com; stella.li@byd.com
Subject: RE: MASTER SUPPLY AGREEMENT Health Products California (v13 BYD REDLINE OF EXECUTION COPY).docx

Hi Jennifer,

I am glad to hear you and your team like our masks. it was a pleasuring working with you getting this done in such short time, and look forward to working with you in future.

Please keep me update once you have answer from your team on another PO. talk to you soon.

Stay safe.

Oscar Su
Senior Director | BYD America
Office: 213.748.3980 | Mobile [REDACTED]
1800 S Figueroa St, Los Angeles, CA 90015
www.byd.com | oscar.su@byd.com

From: Bollinger, Jennifer@CalOES [<mailto:Jennifer.Bollinger@caloes.ca.gov>]
Sent: Tuesday, April 7, 2020 5:32 PM
To: oscar.su@byd.com
Cc: john.zhuang@byd.com; [Pal, Alex@CalOES](mailto:Pal,Alex@CalOES) <Alex.Pal@CalOES.ca.gov>; junei.chen@byd.com; stella.li@byd.com

Subject: Re: MASTER SUPPLY AGREEMENT Health Products California (v13 BYD REDLINE OF EXECUTION COPY).docx

I asked about that this morning and need to get a clear answer. Our normal procurement process has been deviated from given the exigency of the situation. Will let you know.

Thank you for everything, Oscar. My leaders were extremely happy about receiving the sample surgical masks.

Sent from my iPhone

On Apr 7, 2020, at 5:12 PM, "oscar.su@byd.com" <oscar.su@byd.com> wrote:

Thank you Jennifer.

Can you please update when the PO for the single use face masks can be issued? Please kindly advise.

Oscar Su
Senior Director | BYD America
Office: 213.748.3980 | Mobile [REDACTED]
1800 S Figueroa St, Los Angeles, CA 90015
www.byd.com | oscar.su@byd.com

From: Bollinger, Jennifer@CalOES [<mailto:Jennifer.Bollinger@caloes.ca.gov>]
Sent: Tuesday, April 7, 2020 4:53 PM
To: john.zhuang@byd.com; oscar.su@byd.com; Pal, Alex@CalOES
<Alex.Pal@CalOES.ca.gov>
Cc: junei.chen@byd.com; stella.li@byd.com
Subject: RE: MASTER SUPPLY AGREEMENT Health Products California (v13 BYD REDLINE OF EXECUTION COPY).docx

John –

Attached are signature pages for Director Ghilarducci. I will place the wet copy in Fedex overnight package tomorrow.

Jennifer L. Bollinger (formerly Plescia)
Note New Email: Jennifer.Bollinger@caloes.ca.gov
Assistant Chief Counsel
Governor's Office of Emergency Services (Cal OES)
3650 Schriever Avenue
Mather, CA 95655

Office: (916) 845-8815
Cell: (916) 621-8523
Fax: (916) 845-8511
www.caloes.ca.gov

From: john.zhuang@byd.com <john.zhuang@byd.com>

Sent: Tuesday, April 7, 2020 1:40 PM

To: oscar.su@byd.com; Bollinger, Jennifer@CalOES <Jennifer.Bollinger@caloes.ca.gov>;
Pal, Alex@CalOES <Alex.Pal@CalOES.ca.gov>

Cc: junei.chen@byd.com; stella.li@byd.com; john.zhuang@byd.com

Subject: Re: MASTER SUPPLY AGREEMENT Health Products California (v13 BYD REDLINE OF EXECUTION COPY).docx

Jennifer and Alex:

Please see attachments:

- MASTER SUPPLY AGREEMENT Health Products California (v15 Clean Execution Copy).pdf
- Global Healthcare Signature Packet (KE LI EXECUTED).pdf

By way of next steps:

- This afternoon, OES will gather its director's executed signature packet.
- This afternoon, OES will combine the PDF agreement with the Global executed signature packet and OES executed signature packet and this document will be binding and effective on the effective date stated therein.
- This afternoon, Global will mail two wet copies of Global's executed signature packet to OES at the following address (and forward the tracking number here):
 - Mr. Alex Pal, Esq. Chief Counsel
 - Cal OES
 - 3650 Schriever Avenue
 - Mather, CA 95655
- By the end of today, OES will send BYD the fully executed PDF contract via email to the following:
 - Stella.li@byd.com
 - Oscar.su@byd.com
 - John.zhuang@byd.com
 - Junei.chen@byd.com

Please let me know if I missed anything here. Happy to further discuss.

Jenn and Alex, it was a pleasure to work with you both. I look forward to meeting you in person when all of this is over. In the meantime, please stay safe!

Very truly yours,
John Zhuang, Esq.

<image001.png> **John Zhuang, Esq.** / Counsel

BYD America
1800 S Figueroa St, Los Angeles, CA
(213) 748-3980 [REDACTED]

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From: John Zhuang <john.zhuang@byd.com>

Date: Tuesday, April 7, 2020 at 1:28 PM

To: Oscar Su <oscar.su@byd.com>, "Bollinger, Jennifer@CalOES" <Jennifer.Bollinger@caloes.ca.gov>, "Pal, Alex@CalOES" <Alex.Pal@CalOES.ca.gov>

Cc: Junei Chen <junei.chen@byd.com>, Stella Li <stella.li@byd.com>, John Zhuang <john.zhuang@byd.com>

Subject: Re: MASTER SUPPLY AGREEMENT Health Products California (v13 BYD REDLINE OF EXECUTION COPY).docx

Jennifer and Alex:

Thanks for jumping on the call and walking through the de minimis typo and clucky sentence corrections I had. Here's a redline pdf of the final execution copy (it has version 15 in the file name) compared to the copy sent on Tuesday, April 7, 2020 at 12:23 PM on this email chain.

I'm happy to confirm that Stella has given her authorization to release her signature pages to you. My next email will provide all the necessary information from our end to you to execute this transaction.

It was a pleasure to work with you and I look forward to meeting you both someday after this crisis is over.

Best regards,
John

<image002.png> **John Zhuang, Esq.** / Counsel

BYD America

1800 S Figueroa St, Los Angeles, CA
(213) 748-3980 [REDACTED]

This e-mail contains information from BYD. The contents may be privileged and confidential and are intended for the use of the intended addressee(s) only. If you are not an intended addressee, note that any disclosure, copying, distribution, or use of the contents of this message is prohibited. If you have received this e-mail in error, please contact me at john.zhuang@byd.com.

From: Oscar Su <oscar.su@byd.com>

Date: Tuesday, April 7, 2020 at 1:01 PM

To: John Zhuang <john.zhuang@byd.com>, "Bollinger, Jennifer@CalOES" <Jennifer.Bollinger@caloes.ca.gov>, "Pal, Alex@CalOES" <Alex.Pal@CalOES.ca.gov>

Cc: Junei Chen <junei.chen@byd.com>, Stella Li <stella.li@byd.com>

Subject: RE: MASTER SUPPLY AGREEMENT Health Products California (v13 BYD REDLINE OF EXECUTION COPY).docx

Hi John, and OES team,

I am ok with the final version. Thank you.

Oscar Su

Senior Director | BYD America

Office: 213.748.3980 | Mobile [REDACTED]

1800 S Figueroa St, Los Angeles, CA 90015

www.byd.com | oscar.su@byd.com

From: john.zhuang@byd.com

Sent: Tuesday, April 7, 2020 12:23 PM

To: Bollinger, Jennifer@CalOES <Jennifer.Bollinger@caloes.ca.gov>; Pal, Alex@CalOES <Alex.Pal@CalOES.ca.gov>

Cc: oscar.su@byd.com; junei.chen@byd.com; stella.li@byd.com

Subject: MASTER SUPPLY AGREEMENT Health Products California (v13 BYD REDLINE OF EXECUTION COPY).docx

OES and BYD Teams:

Please find attached:

- MASTER SUPPLY AGREEMENT Health Products California (v13 BYD EXECUTION COPY).pdf
- MASTER SUPPLY AGREEMENT Health Products California (v13 BYD Redline).pdf

Oscar, please read the attached. Junei and I will also quickly read it again. If you don't spot any issues in, I will send an email to the OES team confirming that we are ok with the attached clean execution version of the supply agreement. We will give OES our response within the next hour.

OES team, I confirm that I have three wet copies of Stella's signature packet in my escrow and will release it to you upon her ok. I also have a PDF scan of the same. That PDF scan will arrive to you first via e-mail.

Best,
John

<image003.png> **John Zhuang, Esq.** / Counsel

BYD America
1800 S Figueroa St, Los Angeles, CA
(213) 748-3980 [REDACTED]

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From: oscar.su@byd.com
To: Shell_Angela@DGS; Joseph_Grady@CalOES
Subject: RE: Masks - San Francisco pension system
Date: Wednesday, April 1, 2020 11:15:53 AM
Attachments: images002.jpg
Surgical Mask Mask outsheet.pdf
Surgical Mask - Bn - Design.dwg

Hi Grady Angela

CDC had reversed its recommendation and now telling a l to wear a mask when going out. BYD would like to know if you want to secure any volume for surgical masks or not for the coming weeks or months. Please kindly advise. thank you.

BYD is the world's largest producers and supplier now has been producing 20 million masks per day. These masks have been shipped to Europe Japan Australia...these masks are FDA certified. We are also company headquartered in Los Angeles and have more than 800 employees in the States and would be honored to fight together to combat this virus.

Looking forward to your response.



Oscar Su / Senior Director

BYD America
1800 S Figueroa St, Los Angeles, CA 90015
O (213)-748-3980, ext [REDACTED] / C [REDACTED]

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From: Shell_Angela@DGS [mailto:Angela.Shell@dgs.ca.gov]
Sent: Saturday, March 28, 2020 1:57 PM
To: oscar.su@byd.com; Paul Teng <pteng@himcap.com>; Joseph_Grady@CalOES <Grady.Joseph@CalOES.ca.gov>
Subject: RE: Masks - San Francisco pension system

Hi all – Checking on specifications now. Will get back to you shortly. Thanks.

Angela Shell
Deputy Director
Procurement Division
Department of General Services
707 3rd Street
West Sacramento, CA 95605
Phone 916.375.4417
Cell [REDACTED]
Email – Angela.Shell@dgs.ca.gov



From: oscar.su@byd.com <oscar.su@byd.com>
Sent: Saturday, March 28, 2020 12:37 PM
To: Paul Teng <pteng@himcap.com>; Joseph_Grady@CalOES <Grady.Joseph@CalOES.ca.gov>
Cc: Shell_Angela@DGS <Angela.Shell@dgs.ca.gov>
Subject: RE: Masks - San Francisco pension system

CAUTION: This email originated from a NON-State email address. Do not click links or open attachments unless you are certain of the sender's authenticity.

Thanks Paul for the introduction.

@Grady Angels

It's a pleasure meeting you here.

BYD now is the world largest mask supplier. From this week we could reach capacity of 10m per day and expand to 20m by end of this month and early April. Our face mask and KN95 mask have been supplied to Japan Italy France Germany Spain...FDA give us an EAU permit to import more medical masks to the States. I am attaching the specs of these products for your reference.

here are several articles about BYD Mask production!
<https://www.bloomberg.com/news/articles/2020-03-13/buffett-backed-byd-says-it-s-now-the-biggest-maker-of-face-masks>
<https://www.businessinsider.com/chinese-electric-car-maker-coronavirus-covid19-world-largest-mask-factory-2020-3>
<https://www.thefourth-revolution.com/news/byd-to-produce-5m-face-masks-per-day-in-china/>

please kindly check and let me know if any of the products fit into your need and we would be happy to support. Thank you.

stay safe and healthy.

Oscar Su
Senior Director | BYD America
Office: 213.748.3980 | Mobile [REDACTED]
1800 S Figueroa St. Los Angeles, CA 90015
www.byd.com | oscar.su@byd.com

From: Paul Teng [mailto:pteng@himcap.com]
Sent: Saturday, March 28, 2020 12:23 PM
To: Joseph_Grady@CalOES <Grady.Joseph@CalOES.ca.gov>
Cc: angela.shell@dgs.ca.gov; oscar.su@byd.com
Subject: RE: Masks - San Francisco pension system
Importance: High

Hi Grady and Angela

I'm connecting you Oscar Su at BYD. He will be able to provide you with the product information on their KN95 masks, surgical masks, and hand sanitizer. Oscar's cell phone is [REDACTED] and based in LA. Please feel free to call him directly.

BYD America's headquarters is in LA and I'm sure they would be delighted to help CA.

Hi Oscar

Please meet Grady and Angela. Please reach out to them ASAP to help the State of CA.

Thanks
Paul

From: Joseph_Grady@CalOES <Grady.Joseph@CalOES.ca.gov>
Sent: Saturday, March 28, 2020 12:17 PM
To: Paul Teng <pteng@himcap.com>
Cc: Huish_Jay (RET) <jay.huish@sfgov.org>; Pham_Han (RET) <han.pham@sfgov.org>; Braitberg_Kurt (RET) <kurt.braitberg@sfgov.org>; SFERS_Brian (RET) <brian.sfers@sfgov.org>; angela.shell@dgs.ca.gov
Subject: Re: Masks - San Francisco pension system

Hi Brian-

Thanks so much!!

Paul

Adding Angela Shell who is the state's chief procurement officer. We would love to chat soonest on making this connection and purchase! We greatly appreciate all the help here!

Grady

Grady Joseph
Cal OES | Recovery Operations
m: 916-764-0781

From: Paul Teng <pteng@himcap.com>
Sent: Saturday, March 28, 2020 10:56:09 AM
To: Joseph Grady@CalOES <Grady.Joseph@CalOES.ca.gov>
Cc: Huish Jay (RET) <jay.huish@sfgov.org>; Pham Han (RET) <han.pham@sfgov.org>; Braitberg Kurt (RET) <kurt.braitberg@sfgov.org>; SFERS Brian (RET) <brian.sfers@sfgov.org>
Subject: RE: Masks - San Francisco pension system

Hi Brian
We'll do what we can to assist. Thank you!

Hi Grady
Nice to meet you through email, though I wish it was under better circumstances. We have a deep relationship with BYD, which is now the largest mask maker in the world, capable of producing 10 MM masks a day. I have just facilitated an order between BYD [REDACTED] to procure 4 MM in N95 masks and 3 MM surgical masks that will be delivered over the next three weeks or so in batches. Happy to make the same connection as well. My number is below if you need to reach me.

Thanks
Paul

Paul Teng
Managing Director
Himalaya Capital Management
Office Phone: 206-707-0768
Mobile Phone: [REDACTED]
Email: pteng@himcap.com
<https://gcc01.safelinks.protection.outlook.com/?url=https://www.himcap.com&data=01%7CGrady.Joseph%40caloes.ca.gov%7Cec8e02b1942e46c226fe08d7d3414e2d%7Cebf268ae303647149f69c9fd0e9dc6b9%7C1&sdata=Ea3rYCIN5WxYHah0yBpa9cWc2emIT1Sf4MOCGExPDA%3D&reserved=0>
[\[gcc01.safelinks.protection.outlook.com\]](https://gcc01.safelinks.protection.outlook.com/)

-----Original Message-----
From: SFERS Brian (RET) <brian.sfers@sfgov.org>
Sent: Saturday, March 28, 2020 9:59 AM
To: Grady.Joseph@caloes.ca.gov; Paul Teng <pteng@himcap.com>
Cc: Huish Jay (RET) <jay.huish@sfgov.org>; Pham Han (RET) <han.pham@sfgov.org>; Braitberg Kurt (RET) <kurt.braitberg@sfgov.org>
Subject: Masks - San Francisco pension system

Grady, as we discussed, the pension system for the City of San Francisco - the San Francisco Employees' Retirement System (SFERS) - reached out to our investment partners to see how they can help in the fight against COVID-19. Paul Teng from Himalaya Capital responded, offering to assist with the procurement of N95 masks.

Paul: I would like to introduce Grady Joseph, Assistant Director of Recovery Operations for Cal OES, from the Governor's Office of Emergency Services. We know Grady is in good hands and want to thank you for your partnership.

If SFERS can be of any assistance, please let us know.

Brian Stansbury
Board of Directors
San Francisco Employees' Retirement System
1145 Market Street, 7th Floor
San Francisco, CA 94103
Email: brian.sfers@sfgov.org

From: oscar-su@bvd.com
To: Paul Teng: Joseph_Grady@Ca.OES
Cc: angela.shel@doges.ca.gov
Subject: RE: Masks - San Francisco pension system
Date: Saturday March 28 2020 12:36:52 PM
Attachments: [S ng e-use Surgical Mask cutsheet.pdf](#)
[Hand Sanitizer cutsheet.pdf](#)
[kn95 mask cutsheet.pdf](#)

Thanks Paul for the introduction.

@Grady Angels

It's a pleasure meeting you here.

BYD now is the world largest mask supplier. From this week we could reach capacity of 10m per day and expand to 20m by end of this month and early April. Our face mask and KN95 mask have been supplied to Japan Italy France Germany Spain...FDA give us an EAU permit to import more medical masks to the States. I am attaching the specs of these products for your reference.

here are several articles about BYD Mask production!

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<https://www.thefourth-revolution.com/news/byd-to-produce-5m-face-masks-per-day-in-china/>

please kindly check and let me know if any of the products fit into your need and we would be happy to support. Thank you.

stay Safe and healthy.

Oscar Su
Senior Director | BYD America
Office: 213.748.3980 | Mobile: [REDACTED]
1800 S Figueroa St Los Angeles CA 90015
www.byd.com | oscar.su@byd.com

From: Paul Teng [mailto:pteng@himcap.com]
Sent: Saturday March 28 2020 12:23 PM
To: Joseph Grady@CalOES <Grady.Joseph@CalOES.ca.gov>
Cc: angela.shell@dgs.ca.gov; oscar.su@byd.com
Subject: RE: Masks - San Francisco pension system
Importance: High

Hi Grady and Angela

I'm connecting you Oscar Su at BYD. He will be able to provide you with the product information on their KN95 masks surgical masks and hand sanitizer. Oscar's cell phone is [REDACTED] and based in LA. Please feel free to call him directly.

BYD Americas headquarters is in LA and I'm sure they would be delighted to help CA.

Hi Oscar

Please meet Grady and Angela. Please reach out to them ASAP to help the State of CA.

Thanks
Paul

From: Joseph Grady@CalOES <Grady.Joseph@CalOES.ca.gov>
Sent: Saturday March 28 2020 12:17 PM
To: Paul Teng <pteng@hlmcap.com>
Cc: Huihui Jay (RET) <jay.huihui@sfgov.org>; Pham Han (RET) <han.pham@sfgov.org>; Braitberg Kurt (RET) <kurt.braitberg@sfgov.org>; SFERS Brian (RET) <brian.sfers@sfgov.org>; angeja.shell@dgs.ca.gov
Subject: Re: Masks - San Francisco pension system

Hi Brian-

Thanks so much!!

Paul

Adding Angela Shell who is the state's chief procurement officer. We would love to chat soonest on making this connection and purchase! We greatly appreciate all the help here!

Grady

Grady Joseph
Cal OES | Recovery Operations
m: 916-764-0781

From: Paul Teng <pteng@himcan.com>
Sent: Saturday, March 28, 2020 10:56:09 AM
To: Joseph Grady@CalOES <Grady.Joseph@CalOES.ca.gov>
Cc: Huihui Jay (RET) <jay.huihui@sfgov.org>; Pham Han (RET) <han.pham@sfgov.org>; Braitberg Kurt (RET) <kurt.braitberg@sfgov.org>; SFERS Brian (RET) <brian.sfers@sfgov.org>
Subject: RE: Masks - San Francisco pension system

Hi Brian

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Hi Grady

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Thanks
Paul

Paul Teng
Managing Director
Himalaya Capital Management
Office Phone: 206-707-0768
Mobile Phone: [REDACTED]
Email: pteng@himalaya.com
<https://cc01.safelinks.protection.outlook.com/?url=https://www.himcap.com&data=01%7C01%7CGrady.joseph%40caloes.ca.gov%7Cec8e02b1942e46c226fe08d7d341e2d%7Cebf268ae303647149f69c9fd0e9dc6b9%7C1&data=Ea3rYCIN5WxYHahOyBpa9CwCzm1t1Sif4MQCGExPDA%3D&reserved=0%7Ccc01.safelinks.protection.outlook.com>

-----Original Message-----

-----Original Message-----
From: SFERS Brian (RET) <brian.sfers@sfgov.org>
Sent: Saturday March 28 2020 9:59 AM
To: Grady.joseph@caloes.ca.gov; Paul Teng <pteng@himcap.com>
Cc: Huish Jay (RET) <jay.huish@sfgov.org>; Pham Han (RET) <han.pham@sfgov.org>; Braitberg Kurt (RET) <kurt.braitberg@sfgov.org>
Subject: Masks - San Francisco pension system

Grady, as we discussed, the pension system for the City of San Francisco - the San Francisco Employees' Retirement System (SFERS) - reached out to our investment partners to see how they can help in the fight against COVID-19. Paul Teng from Himalaya Capital responded, offering to assist with the procurement of N95 masks.

Paul I would like to introduce Grady Joseph Assistant Directory of Recovery Operations for Cal OES from the Governor's Office of Emergency Services. We know Grady is in good hands and want to thank you for your partnership.

If SFERS can be of any assistance please let us know.

Brian Stansbury
Board of Directors
San Francisco Employees' Retirement System
1145 Market Street 7th Floor
San Francisco CA 94103
Email: brian.sters@sfgov.org

From: oscar.su@byd.com
To: Shell_Angela@DGS; Joseph_Grady@CalOES
Subject: RE: Masks - San Francisco pension system
Date: Wednesday, April 1, 2020 3:25:04 PM
Attachments: [image002.jpg](#)

Hi Angela

We are producing both KN95 and N95. The earliest availability will be the last week of April for both KN95 and N95. The volume before that had been secured. We just imported another 1m KN95 to US through [REDACTED] today and are shipping them to our customer now. Can you please advise if you are interested in any of these two?

Have you secured any surgical mask supply yet? I saw many states are securing volume of surgical mask for May now. Please advise your thought on this one. Thank you.

Oscar Su
Senior Director | BYD America
Office: 213.748.3980 | Mobile: [REDACTED]
1800 S Figueroa St Los Angeles CA 90015
www.byd.com | oscar.su@byd.com

From: Shell_Angela@DGS [mailto:Angela.Shell@dgs.ca.gov]
Sent: Wednesday, April 1, 2020 2:53 PM
To: oscar.su@byd.com; Joseph_Grady@CalOES <Grady.Joseph@CalOES.ca.gov>
Subject: RE: Masks - San Francisco pension system

Hello Oscar – I know you have been working with one of my buyers Kayla Barrios on both the masks and the hand sanitizer. We don't yet have an answer on the hand sanitizer but we are definitely interested in the masks. Are they N95s or KN95s? Thanks

Angela Shell
Deputy Director
Procurement Division
Department of General Services
707 3rd Street
West Sacramento CA 95605
Phone 916.375.4417
Cell [REDACTED]
Email – Angela.Shell@dgs.ca.gov



From: oscar.su@byd.com <oscar.su@byd.com>
Sent: Wednesday, April 1, 2020 11:20 AM
To: Shell_Angela@DGS <Angela.Shell@dgs.ca.gov>; Joseph_Grady@CalOES <Grady.Joseph@CalOES.ca.gov>
Subject: RE: Masks - San Francisco pension system

CAUTION: This email originated from a NON-State email address. Do not click links or open attachments unless you are certain of the sender's authenticity.

Hi Grady, Angela

CDC had reversed its recommendation and now telling all to wear a mask when going out. BYD would like to know if you want to secure any volume for surgical masks or not for the coming weeks or months. Please kindly advise, thank you.

BYD is the world's largest producers and supplier now, has been producing 20 million masks per day. These masks have been shipped to Europe, Japan, Australia...these masks are FDA certified. We are also company headquartered in Los Angeles and have more than 800 employees in the States and would be honored to fight together to combat this virus.

Looking forward to your response.



Oscar Su / Senior Director

BYD America
1800 S Figueroa St, Los Angeles, CA 90015
O (213)-748-3980, ext [REDACTED] / C [REDACTED]

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From: Shell_Angela@DGS [mailto:Angela.Shell@dgs.ca.gov]
Sent: Saturday, March 28, 2020 1:57 PM
To: oscar.su@byd.com; Paul_Teng@himgap.com; Joseph_Grady@CalOES <Grady.Joseph@CalOES.ca.gov>
Subject: RE: Masks - San Francisco pension system

Hi all – Checking on specifications now. Will get back to you shortly. Thanks.

Angela Shell
Deputy Director
Procurement Division
Department of General Services
707 3rd Street
West Sacramento CA 95605
Phone 916.375.4417
Cell [REDACTED]
Email – Angela.Shell@dgs.ca.gov



From: oscar.su@byd.com <oscar.su@byd.com>
Sent: Saturday, March 28, 2020 12:37 PM
To: Paul_Teng@himgap.com; Joseph_Grady@CalOES <Grady.Joseph@CalOES.ca.gov>
Cc: Shell_Angela@DGS <Angela.Shell@dgs.ca.gov>
Subject: RE: Masks - San Francisco pension system

CAUTION: This email originated from a NON-State email address. Do not click links or open attachments unless you are certain of the sender's authenticity.

Thanks Paul for the introduction.

@Grady, Angela

It's a pleasure meeting you here.

BYD now is the world largest mask supplier. From this week we could reach capacity of 10m per day and expand to 20m by end of this month and early April. Our face mask and KN95 mask have been supplied to Japan, Italy, France, Germany, Spain...FDA give us an EAU permit to import more medical masks to the States. I am attaching the specs of these products for your reference.

here are several articles about BYD Mask production!
<https://www.bloomberg.com/news/articles/2020-03-13/buffett-backed-byd-says-it-s-now-the-biggest-maker-of-face-masks>
<https://www.businessinsider.com/chinese-electric-car-maker-coronavirus-covid19-world-largest-mask-factory-2020-3>
<https://www.thefourthrevolution.com/news/byd-to-produce-5m-face-masks-per-day-in-china/>

please kindly check and let me know if any of the products fit into your need and we would be happy to support. Thank you.

stay safe and healthy.

Oscar Su
Senior Director | BYD America

Office: 213.748.3980 | Mobile: [REDACTED]
1800 S Figueroa St Los Angeles CA 90015
www.byd.com | oscar.su@byd.com

From: Paul Teng [<mailto:pteng@himcap.com>]
Sent: Saturday, March 28, 2020 12:23 PM
To: Joseph Grady@CalOES <Grady.Joseph@CalOES.ca.gov>
Cc: angela.shell@dgs.ca.gov; oscar.su@byd.com
Subject: RE: Masks - San Francisco pension system
Importance: High

Hi Grady and Angela

I'm connecting you Oscar Su at BYD. He will be able to provide you with the product information on their KN95 masks, surgical masks, and hand sanitizer. Oscar's cell phone is [REDACTED] and based in LA. Please feel free to call him directly.

BYD Americas headquarters is in LA and I'm sure they would be delighted to help CA.

Hi Oscar

Please meet Grady and Angela. Please reach out to them ASAP to help the State of CA.

Thanks
Paul

From: Joseph Grady@CalOES <Grady.Joseph@CalOES.ca.gov>
Sent: Saturday, March 28, 2020 12:17 PM
To: Paul Teng <pteng@himcap.com>
Cc: Huish Jay (RET) <jay.huish@sfgov.org>; Pham Han (RET) <han.pham@sfgov.org>; Braitberg Kurt (RET) <kurt.braitberg@sfgov.org>; SFERS Brian (RET) <brian.sfers@sfgov.org>; angela.shell@dgs.ca.gov
Subject: RE: Masks - San Francisco pension system

Hi Brian-

Thanks so much!!

Paul

Adding Angela Shell who is the state's chief procurement officer. We would love to chat soonest on making this connection and purchase! We greatly appreciate all the help here!

Grady

Grady Joseph
Cal OES | Recovery Operations
m: 916-764-0781

From: Paul Teng <pteng@himcap.com>
Sent: Saturday, March 28, 2020 10:56:09 AM
To: Joseph Grady@CalOES <Grady.Joseph@CalOES.ca.gov>
Cc: Huish Jay (RET) <jay.huish@sfgov.org>; Pham Han (RET) <han.pham@sfgov.org>; Braitberg Kurt (RET) <kurt.braitberg@sfgov.org>; SFERS Brian (RET) <brian.sfers@sfgov.org>
Subject: RE: Masks - San Francisco pension system

Hi Brian

We'll do what we can to assist. Thank you!

Hi Grady

Nice to meet you through email, though I wish it was under better circumstances. We have a deep relationship with BYD, which is now the largest mask maker in the world, capable of producing 10 MM masks a day. I have just facilitated an order between BYD [REDACTED] to procure 4 MM in N95 masks and 3 MM surgical masks that will be delivered over the next three weeks or so in batches. Happy to make the same connection as well. My number is below if you need to reach me.

Thanks
Paul

Paul Teng
Managing Director
Himalaya Capital Management
Office Phone: 206-707-0768
Mobile Phone: [REDACTED]
Email: pteng@himcap.com
<https://gcc01.safelinks.protection.outlook.com/?url=https://www.himcap.com&data=01%7C01%7CGrady.Joseph%40caloes.ca.gov%7Cec8e02b1947e46c726fe08d7d3414e2d%7Cebf268ae303647149f6a95fd0e9dc6b9%7C18&data=Ea3rYCINSWXyHah0y8pa9cWc2em1T1Sif4MQCGExPDA%3D&reserved=0>
<https://gcc01.safelinks.protection.outlook.com/>

-----Original Message-----

From: SFERS Brian (RET) <brian.sfers@sfgov.org>
Sent: Saturday, March 28, 2020 9:59 AM
To: Grady.Joseph@caloes.ca.gov; Paul Teng <pteng@himcap.com>
Cc: Huish Jay (RET) <jay.huish@sfgov.org>; Pham Han (RET) <han.pham@sfgov.org>; Braitberg Kurt (RET) <kurt.braitberg@sfgov.org>
Subject: Masks - San Francisco pension system

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Paul, I would like to introduce Grady Joseph, Assistant Director of Recovery Operations for Cal OES, from the Governor's Office of Emergency Services. We know Grady is in good hands and want to thank you for your partnership.

If SFERS can be of any assistance, please let us know.

Brian Stansbury
Board of Directors
San Francisco Employees' Retirement System
1145 Market Street, 7th Floor
San Francisco, CA 94103
Email: brian.sfers@sfgov.org

From: oscar.su@byd.com
To: xinyu.li@byd.com; [Simonson, Bill@DGS](mailto:Simonson.Bill@DGS); ["Shell, Angela@DGS"](mailto:Shell.Angela@DGS)
Cc: justin.wang@byd.com; [Bollinger, Jennifer@CalOES](mailto:Bollinger.Jennifer@CalOES); [Medigovich, Mitchell@CalOES](mailto:Medigovich.Mitchell@CalOES); jun.zheng@byd.com
Subject: RE: POC of logistic arrangement for mask delivery---BYD
Date: Monday, April 20, 2020 11:34:33 AM
Attachments: [image002.png](#)
[Delivery Schedule--Cal State.xlsx](#)

Hi Angela,

Please find the updated delivery schedule.

Let us know if you have any questions and we can find a time to go through the details if there is need.

Oscar Su

Senior Director | BYD America

Office: 213.748.3980 | Mobile [REDACTED]

1800 S Figueroa St, Los Angeles, CA 90015

www.byd.com | oscar.su@byd.com

From: oscar.su@byd.com
Sent: Sunday, April 19, 2020 10:45 AM
To: xinyu.li@byd.com; 'Simonson, Bill@DGS' <Bill.Simonson@dgs.ca.gov>; 'Shell, Angela@DGS' <Angela.Shell@dgs.ca.gov>
Cc: justin.wang@byd.com
Subject: RE: POC of logistic arrangement for mask delivery---BYD

Hi Angela,

Below is the initial updated delivery schedule. we are working on more details tonight and will update tomorrow morning.

Surgical Mask:

ETD	Time	Arrival time	Volume	Total
[REDACTED]	[REDACTED]	[REDACTED]	2,700,000	2,700,000
[REDACTED]	[REDACTED]	[REDACTED]	1,000,000	3,700,000
[REDACTED]	[REDACTED]	[REDACTED]	3,700,000	7,400,000
[REDACTED]	[REDACTED]	[REDACTED]	3,000,000	10,400,000
[REDACTED]	[REDACTED]	[REDACTED]	3,200,000	13,600,000
[REDACTED]	[REDACTED]	[REDACTED]	3,700,000	17,300,000
[REDACTED]	[REDACTED]	[REDACTED]	4,900,000	22,200,000

N95:

ETD	Time	Arrival time	Volume	Total

			500,000	500,000
			3,000,000	3,500,000

Let's discuss more details in later.

Best regards

Oscar

From: oscar.su@byd.com

Sent: Friday, April 17, 2020 5:09 PM

To: xinyu.li@byd.com; 'Simonson, Bill@DGS' <Bill.Simonson@dgs.ca.gov>; 'Shell, Angela@DGS' <Angela.Shell@dgs.ca.gov>

Cc: justin.wang@byd.com

Subject: RE: POC of logistic arrangement for mask delivery---BYD

Hi Angela, Bill,

Attached is the delivery schedule for the coming weeks. Please kindly check and let us know if you have any questions.

Please note that we are pushing the delivery of N95 one week later to make sure NIOSH and FDA certificate are ready before shipment. If it's approved earlier, we will adjust the delivery schedule accordingly. We will keep you posted on the latest status. thank you.

Oscar Su

Senior Director | BYD America

Office: 213.748.3980 | Mobile [REDACTED]

1800 S Figueroa St, Los Angeles, CA 90015

www.byd.com | oscar.su@byd.com

From: xinyu.li@byd.com

Sent: Thursday, April 16, 2020 10:33 PM

To: 'Simonson, Bill@DGS' <Bill.Simonson@dgs.ca.gov>; oscar.su@byd.com; 'Shell, Angela@DGS' <Angela.Shell@dgs.ca.gov>

Subject: RE: POC of logistic arrangement for mask delivery---BYD

Great

Thanks Bill, will talk tomorrow

Sean Li

Procurement and Logistic Supervisor

BYD Coach and Bus LLC | Build Your Dreams®

46147 7th St W, Lancaster, CA 93534

Ph: 661-940-3250 Ex [REDACTED] | xinyu.li@byd.com | www.byd.com

From: Simonson, Bill@DGS [<mailto:Bill.Simonson@dgs.ca.gov>]
Sent: Thursday, April 16, 2020 9:14 PM
To: Sean Li-BYD; oscar.su@byd.com; Shell, Angela@DGS
Subject: Re: POC of logistic arrangement for mask delivery---BYD

Hi Sean,

I emailed you earlier and I will call you tomorrow morning around 9:30.

We are using UPS Freight as our carrier and I'll introduce you to our transportation planner for scheduling.

We have the warehouse capacity in both Northern and Southern California to accommodate the first couple of shipments.

Thank you for all your assistance and we'll talk in the morning.

Regards,
-Bill

Bill Simonson
Emergency Manager, Office of Risk and Insurance Management
Phone [REDACTED]
Fax 916.376.5276
Email bill.simonson@dgs.ca.gov

- Sent from my mobile device

From: Sean Li-BYD <xinyu.li@byd.com>
Sent: Thursday, April 16, 2020 8:48 PM
To: oscar.su@byd.com; Shell, Angela@DGS; Simonson, Bill@DGS
Subject: RE: POC of logistic arrangement for mask delivery---BYD

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Hi Bill
I tried to call you today, but cannot reach.
From the current plan, I see 2M surgical mask will arrive at [REDACTED]
I really need your Logistics carrier info asap
So we know who to assign DO to once customs cleared

Please do get back to me asap

Sean Li

Procurement and Logistic Supervisor

BYD Coach and Bus LLC | Build Your Dreams®

46147 7th St W, Lancaster, CA 93534

Ph: **661-940-3250** Ex [REDACTED] | xinyu.li@byd.com | www.byd.com

From: Sean Li-BYD [<mailto:xinyu.li@byd.com>]

Sent: Thursday, April 16, 2020 12:05 PM

To: 'oscar.su@byd.com'; 'Shell, Angela@DGS'

Cc: 'Simonson, Bill@DGS'

Subject: RE: POC of logistic arrangement for mask delivery---BYD

Thanks Oscar

Hi Angela and Bill

Glad to know you guys.

So far majority of our Air shipment will arrive at [REDACTED] for your Orders

Once we clear customs, we will issue DO to your carrier to pickup

Can I have your carrier info, and I can share with my broker ?

Also, is there any specific requirement on the cargo labeling, such as DO must have PO#

Please let me know

My cell is [REDACTED]

Sean Li

Procurement and Logistic Supervisor

BYD Coach and Bus LLC | Build Your Dreams®

46147 7th St W, Lancaster, CA 93534

Ph: **661-940-3250** Ex [REDACTED] | xinyu.li@byd.com | www.byd.com

From: oscar.su@byd.com [<mailto:oscar.su@byd.com>]

Sent: Thursday, April 16, 2020 11:53 AM

To: Shell, Angela@DGS

Cc: Simonson, Bill@DGS; xinyu.li@byd.com

Subject: RE: POC of logistic arrangement for mask delivery---BYD

Thanks Angela.

ETA of the Hand Sanitizer will be between 3rd May to 6th May due to the change of the bottle size. This information had been confirmed by your buyer. I will keep you posted once I have further information.

@Bill,

Sean from BYD side will work with you on the logistic arrangement of the masks. thanks for your support in advance.

Oscar Su
Senior Director | BYD America
Office: 213.748.3980 | Mobile [REDACTED]
1800 S Figueroa St, Los Angeles, CA 90015
www.byd.com | oscar.su@byd.com

From: Shell, Angela@DGS [<mailto:Angela.Shell@dgs.ca.gov>]
Sent: Thursday, April 16, 2020 11:21 AM
To: oscar.su@byd.com
Cc: Simonson, Bill@DGS <Bill.Simonson@dgs.ca.gov>
Subject: RE: POC of logistic arrangement for mask delivery---BYD

Hello Oscar – The contact for logistics on the masks is Bill Simonson. Bill's contact information is below.

Bill.Simonson@dgs.ca.gov
[REDACTED]

On another note, can you please provide a status update on the hand sanitizer order? Thanks.

Angela Shell
Deputy Director
Procurement Division
Department of General Services
707 3rd Street
West Sacramento, CA 95605
Phone 916.375.4417
Cell [REDACTED]
Email – Angela.Shell@dgs.ca.gov



From: oscar.su@byd.com <oscar.su@byd.com>
Sent: Thursday, April 16, 2020 12:36 AM
To: Shell, Angela@DGS <Angela.Shell@dgs.ca.gov>
Subject: POC of logistic arrangement for mask delivery---BYD

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Hi Angela,

Our team is planning and arranging the delivery of the mask to California. All the masks will be delivered to either [REDACTED]. Can you please give me the POC of logistic from your team?

we need to go through the arrangement with your team to make sure the delivery will go smoothly in the coming weeks.

Thanks for your support.



Oscar Su / Senior Director

BYD America

1800 S Figueroa St, Los Angeles, CA 90015

O: (213)-748-3980, ext [REDACTED] / C: [REDACTED]

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From: oscar.su@byd.com
To: john.zhuang@byd.com; [Bollinger, Jennifer@CalOES](mailto:Bollinger.Jennifer@CalOES); stella.li@byd.com; [Ghilarducci, Mark@CalOES](mailto:Ghilarducci.Mark@CalOES); [Pal, Alex@CalOES](mailto:Pal.Alex@CalOES); [Kim, Daniel@DGS](mailto:Kim.Daniel@DGS); [Leslie Lopez](mailto:Leslie.Lopez); stella.li@byd.com; nancy.liu@byd.com
Subject: RE: Principal Call
Date: Tuesday, April 7, 2020 8:47:46 AM
Attachments: [image001.png](#)
[guide20to20face20mask20selection20and20use20-202017.pdf](#)

please refer to the document Stella mentioned.

Oscar Su
Senior Director | BYD America
Office: 213.748.3980 | Mobile [REDACTED]
1800 S Figueroa St, Los Angeles, CA 90015
www.byd.com | oscar.su@byd.com

From: john.zhuang@byd.com
Sent: Tuesday, April 7, 2020 8:42 AM
To: Jennifer.Bollinger@caloes.ca.gov; stella.li@byd.com; [Ghilarducci, Mark@CalOES](mailto:Ghilarducci.Mark@CalOES) <Mark.Ghilarducci@CalOES.ca.gov>; [Pal, Alex@CalOES](mailto:Pal.Alex@CalOES.ca.gov) <Alex.Pal@CalOES.ca.gov>; [Kim, Daniel@DGS](mailto:Kim.Daniel@DGS) <daniel.kim@dgs.ca.gov>; [Leslie Lopez](mailto:Leslie.Lopez@dgs.ca.gov) <Leslie.Lopez@dgs.ca.gov>; oscar.su@byd.com; stella.li@byd.com; nancy.liu@byd.com
Subject: Re: Principal Call

Please see attachment.



John Zhuang, Esq. / Counsel

BYD America
1800 S Figueroa St, Los Angeles, CA
(213) 748-3980 [REDACTED]

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From: Jennifer.Bollinger@caloes.ca.gov
When: 8:30 AM - 9:00 AM April 7, 2020
Subject: Principal Call
Location: [REDACTED]

.....

To join the meeting on a computer or mobile phone:

[REDACTED]

Phone Dial-in

- + [REDACTED] (US Toll Free)
- + [REDACTED] (US Toll Free)
- + [REDACTED] (US (Toll Free))
- + [REDACTED] (US (Toll Free))
- + [REDACTED] (United States(Primary))
- + [REDACTED] (United States(Primary))
- + [REDACTED] (United States)

Global Numbers:

[REDACTED]

Meeting ID:

[REDACTED]

Room System

[REDACTED]

Meeting ID:

[REDACTED]

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<https://bluejeans.com/111>

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.....



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LEVEL 2

Meets EN14683 Rating – Type IIR Standard.

LEVEL 1

Meets EN14683 Rating – Type II Standard



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Pictured: Isolite® Earloop



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- 1 1/2" foam headband holds shield away from face; "floats" lightly on forehead, with no pressure on temples; vented for increased air flow.
- Protects mask and face from direct splatter; may prolong mask life.
- Sonically welded elastic headband for added strength.
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- Available in 7" and 9" options

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From: Sean Li-BYD
To: Simonson, Bill@DGS; jbgross@ups.com; jlavon@ups.com; arthur@xline360.com; UPSUSSTATEOFCALIFORNIATRANSPORTATION@ups.com; [REDACTED]
Cc: mask@xline360.com; op@xline360.com; nicholasmarshall@ups.com; oscar.su@byd.com; Nianbo.yu@byd.com; Joseph_Grady@CalOES
Subject: RE: RFQ-1900304-BYD-CA GOV Order-Via Xline-Batch 1
Date: Thursday, April 23, 2020 4:25:24 PM
Attachments: image001.png

Hi SK and Wendy
 Do you have time tomorrow at 1PM?

Sean Li
 Procurement and Logistic Supervisor

BYD Coach and Bus LLC | Build Your Dreams®
 46147 7th St W, Lancaster, CA 93534
 Ph: 661-940-3250 Ex [REDACTED] | xinyu.li@byd.com | www.byd.com

From: Simonson, Bill@DGS [mailto:Bill.Simonson@dgs.ca.gov]
Sent: Thursday, April 23, 2020 4:13 PM
To: Sean Li-BYD; jbgross@ups.com; jlavon@ups.com; arthur@xline360.com; UPSUSSTATEOFCALIFORNIATRANSPORTATION@ups.com; [REDACTED] Operations@ups.com; [REDACTED] ups.com
Cc: mask@xline360.com; op@xline360.com; nicholasmarshall@ups.com; oscar.su@byd.com; Nianbo.yu@byd.com; Joseph_Grady@CalOES
Subject: RE: RFQ-1900304-BYD-CA GOV Order-Via Xline-Batch 1

Hi Sean,

Thanks for the updates and the clarifications.

I think a final planning meeting is a great idea. Can we get together tomorrow at 1pm PDT, to address any last minute logistical details?

Regards,
 -Bill

Bill Simonson
 Emergency Manager, Office of Risk and Insurance Management

From: Sean Li-BYD <xinyu.li@byd.com>
Sent: Thursday, April 23, 2020 3:50 PM
To: jbgross@ups.com; jlavon@ups.com; arthur@xline360.com; Simonson, Bill@DGS <Bill.Simonson@dgs.ca.gov>; UPSUSSTATEOFCALIFORNIATRANSPORTATION@ups.com; [REDACTED] Operations@ups.com; [REDACTED] ups.com
Cc: mask@xline360.com; op@xline360.com; nicholasmarshall@ups.com; oscar.su@byd.com; Nianbo.yu@byd.com
Subject: RFQ-1900304-BYD-CA GOV Order-Via Xline-Batch 1

CAUTION: This email originated from a NON-State email address. Do not click links or open attachments unless you are certain of the sender's authenticity.

Hi Bill and UPS Team
 I just get confirmation from Internal team.
 Our 1st batch of Single Use Mask will Depart [REDACTED] and ETA [REDACTED] around [REDACTED]
 Current plan we will ship 3.7 Million Pcs of single use Mask.
 Please let me know if we need have a meeting tomorrow to discuss this prior to the shipment arrive.

One more thing I want to mention is There is certain Free day (48hr) once cargo is ready for pick-up.
Please make sure UPS pickup in timely Manner to avoid any additional charge
@Xline team to make sure DO and notice sent to UPS team in timely manner.

<div>California State</div> <div>Single-use Surgical Mask</div> <div>BYD</div>						
Flight Info	Pick-up China time	Departure Date	Departure time China-time	Arrival Time time	Quantity/PCS	Total delivery Quantity/PCS
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	3,700,000	3,700,000

Sean Li
 Procurement and Logistic Supervisor

BYD Coach and Bus LLC | Build Your Dreams®

46147 7th St W, Lancaster, CA 93534

Ph: 661-940-3250 Ex: [REDACTED] | xinyu.li@byd.com | www.byd.com

From: Sean Li-BYD
To: Simonson, Bill@DGS; "Monica"; "Daniel"; jbgross@ups.com; UPSUSSTATEOFCALIFORNIATRANSPORTATION@ups.com
CC: "Charles"; "Presia"; "Cecilia"; oscar.su@byd.com; JDRagains@ups.com; matthewday@ups.com; JAnguiano@ups.com; nolsysreyes@ups.com; diegomaldonado@ups.com; Joseph_Grady@CalOES; "DeAnda_Debbie@DGS"
Subject: RE: RFQ-1900310-BYD-California's Large Shipments of Commodities-Via Golden Bridge Logistics
Date: Friday, April 24, 2020 10:01:28 PM
Attachments: [image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)

Hi Bill

This is a picture for KN95 Mask.

The dimension is different from Disposable (surgical) mask or N95 Masks.

We will try our best to unify the pallet.

Maybe after 1st shipment, we will know the best way to palletize both commodity and make the following shipments seamlessly

Sean Li

Procurement and Logistic Supervisor

BYD Coach and Bus LLC | Build Your Dreams®

46147 7th St W, Lancaster, CA 93534

Ph: **661-940-3250** Ex [REDACTED] | xinyu.li@byd.com | www.byd.com

From: Simonson, Bill@DGS [mailto:Bill.Simonson@dgs.ca.gov]

Sent: Friday, April 24, 2020 7:48 PM

To: Monica; [REDACTED] Sean Li-BYD; Daniel; [REDACTED] jbgross@ups.com; UPSUSSTATEOFCALIFORNIATRANSPORTATION@ups.com

CC: Charles; [REDACTED] Presia; [REDACTED] Cecilia; [REDACTED] oscar.su@byd.com; JDRagains@ups.com; matthewday@ups.com; JAnguiano@ups.com; nolsysreyes@ups.com; diegomaldonado@ups.com; Joseph, Grady@CalOES; DeAnda, Debbie@DGS

Subject: RE: RFQ-1900310-BYD-California's Large Shipments of Commodities-Via Golden Bridge Logistics

Importance: High

Hi all,

Can we work with all the teams to have the N95's palletized exactly like the attached picture?

If we can it would greatly reduce the number of trucks and time required for the transfer.

We would really appreciate it.

Regards,

-Bill

Bill Simonson

Emergency Manager, Office of Risk and Insurance Management

From: Monica; [REDACTED] <monica@goldenbridge-intl.com>

Sent: Thursday, April 23, 2020 3:43 PM

To: Sean Li-BYD <xinyu.li@byd.com>; Daniel; [REDACTED] <daniel@goldenbridge-intl.com>; jbgross@ups.com; UPSUSSTATEOFCALIFORNIATRANSPORTATION@ups.com

CC: Simonson, Bill@DGS <Bill.Simonson@dgs.ca.gov>; Charles; [REDACTED] <charles@goldenbridge-intl.com>; Presia; [REDACTED] <presia@goldenbridge-intl.com>; Cecilia; [REDACTED] <cecilia@goldenbridge-intl.com>; oscar.su@byd.com; JDRagains@ups.com; matthewday@ups.com; JAnguiano@ups.com; nolsysreyes@ups.com; diegomaldonado@ups.com

Subject: RE: RFQ-1900310-BYD-California's Large Shipments of Commodities-Via Golden Bridge Logistics

CAUTION: This email originated from a NON-State email address. Do not click links or open attachments unless you are certain of the sender's authenticity.

Hi Sean

Well noted. There is also going to be a pallet fee, do we also send the invoice to BYD?

We appreciate your business.

Best Regards,

Monica

Please allow 48-72 hrs to process release.

We can now receive payments via PayCargo

Ocean Import

Golden Bridge International Inc.
733 9th Ave. City of Industry, CA 91745
Phone: (626) 810 - 0688 [REDACTED]
Email: monica@goldenbridge-intl.com



Golden Bridge's NVOCC services are subject to its bill of lading terms and conditions and tariff provisions, which are available upon request. All forwarding and logistics services are subject to the company's Standard Trading Conditions. These may contain provisions exempting or limiting the company's liability and may require our customers to provide indemnities in certain circumstances. A copy of our Standard Trading Conditions are available upon request.

P S In view of the recent cyber fraud across the globe, commonly known as a "man-in-the-middle" attack, please kindly be reminded that Golden Bridge has **never** changed our bank account before, and will **never** ask for a bank account change mid-way through a shipment. In the very rare event (once in many years) that GB in fact changed its bank account, we require a 3-step process for verification:

1. A formal notification on GB letterhead signed by our President AND CFO, sent to you, and to be signed back by you
2. Telephone notification and verification with our President AND CFO directly
3. WeChat notification and verification with our President AND CFO directly

If these steps are not followed, [REDACTED] cannot be responsible for any financial losses.

From: Sean Li-BYD <xinyu.li@byd.com>
Sent: Thursday, April 23, 2020 3:19 PM
To: Monica, [REDACTED] <monica@goldenbridge-intl.com>; Daniel, [REDACTED] <daniel@goldenbridge-intl.com>; jbgross@ups.com; UPSUSSTATEOFCALIFORNIATRANSPORTATION@ups.com
Cc: 'Simonson, Bill@DGS' <Bill.Simonson@dgs.ca.gov>; Charles, [REDACTED] <charles@goldenbridge-intl.com>; Presia, [REDACTED] <presia@goldenbridge-intl.com>; Cecilia, [REDACTED] <cecilia@goldenbridge-intl.com>; oscar.su@byd.com; JDRagains@ups.com; matthewday@ups.com; JAnguiano@ups.com; nolysreyes@ups.com; diegomaldonado@ups.com
Subject: RE: RFQ-1900310-BYD-California's Large Shipments of Commodities-Via Golden Bridge Logistics

Hi Team Golden Bridge
I just confirm with Internal Team
Please advance any Terminal handling charge and bill to BYD side in the end.
Sorry for the confusion in the meeting
Thanks

Sean Li
Procurement and Logistic Supervisor

BYD Coach and Bus LLC | Build Your Dreams®
46147 7th St W, Lancaster, CA 93534
Ph: [661-940-3250](tel:661-940-3250) Ex [REDACTED] | xinyu.li@byd.com | www.byd.com

From: Sean Li-BYD [<mailto:xinyu.li@byd.com>]
Sent: Thursday, April 23, 2020 11:46 AM
To: 'Monica, [REDACTED]' 'Daniel, [REDACTED]' 'jbgross@ups.com'; 'UPSUSSTATEOFCALIFORNIATRANSPORTATION@ups.com'

Cc: 'Simonson, Bill@DGS'; 'Charles/[REDACTED]'; 'Presia/[REDACTED]'; 'Cecilia/[REDACTED]'; 'oscar.su@byd.com'; 'JDRagains@ups.com'; 'matthewday@ups.com'; 'JAnguiano@ups.com'; 'nolysreyes@ups.com'; 'diegomaldonado@ups.com'
Subject: RE: RFQ-1900310-BYD-California's Large Shipments of Commodities-Via Golden Bridge Logistics

Hi Team UPS

Please find the product dimension for our Masks

Product	Dimension/CTN	Weight/CTN	PCS/Carton
Disposable Mask	52x40x47 CM	10.15 KG	2000 pcs
N95	80x31.2x51 CM	11.15 KG (pending confirmation)	960 pcs

Sean Li

Procurement and Logistic Supervisor

BYD Coach and Bus LLC | Build Your Dreams®

46147 7th St W, Lancaster, CA 93534

Ph: **661-940-3250** Ex [REDACTED] | xinyu.li@byd.com | www.byd.com

From: Monica/[REDACTED] [<mailto:monica@goldenbridge-intl.com>]

Sent: Thursday, April 23, 2020 11:13 AM

To: Daniel/[REDACTED] Sean Li-BYD

Cc: Simonson, Bill@DGS; jbgross@ups.com; Charles/[REDACTED] UPSUSSTATEOFCALIFORNIATRANSPORTATION@ups.com;

Presia/[REDACTED] Cecilia/[REDACTED] oscar.su@byd.com; JDRagains@ups.com; matthewday@ups.com; JAnguiano@ups.com; nolysreyes@ups.com; diegomaldonado@ups.com

Subject: Re: RFQ-1900310-BYD-California's Large Shipments of Commodities-Via Golden Bridge Logistics

Good morning team

I would like to share some figures and pictures prior to our meeting at 1pm.

There will be 2 types of masks loaded on the plane, KN95 & 3-Plys. Below are the dimensions, weight and cnts per pallet. This is just an est., actual boxes per pallet would depends on how the ground agency stack them, please feel free to let us know the max height you would prefer. We will make sure to have unified piece count per pallet, details would be discussed during our meeting.

KN95, dimensions: 25.5x 12.5x 12.40 inches, 7.68kgs/ctns. This pallet has 6ctns on the bottom with 7 layers. Total height with pallet 92 inches, we might have to knock down one layer, about 80 inches tall.





3-plys masks. Dimension: 20.5x 16x 18.5 inches, 7.68kgs/ctns. We packed 4ctns on the bottom total 4 layers, height with pallet is 78 inches.





Best Regards,

Monica

Ocean Import
Golden Bridge International Inc.
733 9th Ave.
City of Industry CA 91745
Tel: (626) 810-0688 [REDACTED]
Fax: (626) 810-0399
Email: monica@goldenbridge-intl.com

From: Daniel [REDACTED] <daniel@goldenbridge-intl.com>

Sent: Wednesday, April 22, 2020 5:34:12 PM

To: Sean Li-BYD <xinyu.li@byd.com>

Cc: Simonson, Bill@DGS <Bill.Simonson@dgs.ca.gov>; jbgross@ups.com <jbgross@ups.com>; Charles, [REDACTED] <charles@goldenbridge-intl.com>; UPSUSSTATEOFCALIFORNIATRANSPORTATION@ups.com <UPSUSSTATEOFCALIFORNIATRANSPORTATION@ups.com>; Presia, [REDACTED] <presia@goldenbridge-intl.com>; Monica, [REDACTED] <monica@goldenbridge-intl.com>; Cecilia, [REDACTED] <cecilia@goldenbridge-intl.com>; oscar.su@byd.com <oscar.su@byd.com>; JDRagains@ups.com <JDRagains@ups.com>; matthewday@ups.com <matthewday@ups.com>; JAnguiano@ups.com <JAnguiano@ups.com>; nolysreyes@ups.com <nolysreyes@ups.com>; diegomaldonado@ups.com <diegomaldonado@ups.com>

Subject: Re: RFQ-1900310-BYD-California's Large Shipments of Commodities-Via Golden Bridge Logistics

Dear all,

We will answer these questions during our call tomorrow. We have presented the below, together with what we discussed yesterday, to [REDACTED] Terminal. We will go over everything with you tomorrow

Daniel Zhao

Golden Bridge International, Inc.

733 9th Ave

City of Industry, CA 91745

Email: daniel@goldenbridge-intl.com

Phone: 626-810-0688 [REDACTED]



Golden Bridge's NVOCC services are subject to its bill of lading terms and conditions and tariff provisions, which are available upon request. All forwarding and logistics services are subject to the company's Standard Trading Conditions. These may contain provisions exempting or limiting the company's liability and may require our customers to provide indemnities in certain circumstances. A copy of our Standard Trading Conditions are available upon request.

On Apr 21, 2020, at 8:31 PM, Sean Li-BYD <xinyu.li@byd.com> wrote:

Hi Daniel-Golden Bridge

After our call today, the UPS team came up with the additional questions listed below.

Can you help me answer them prior to our call on Thursday?

Thank you!

1. Total number of pallets? Dims and weight per pallet?
2. POC at the warehouse for pick-up. When will the pallets be ready? Cleared, packed, and wrapped? How long to load each truck?
3. How many trucks can we have a once, are their dock doors?
4. What documentation do we need to get to pick-up location? Security clearance required?

Sean Li

Procurement and Logistic Supervisor

BYD Coach and Bus LLC | Build Your Dreams®

46147 7th St W, Lancaster, CA 93534

Ph: [661-940-3250](tel:661-940-3250) Ex [REDACTED] | xinyu.li@byd.com | www.byd.com

From: Sean Li-BYD [<mailto:xinyu.li@byd.com>]
Sent: Tuesday, April 21, 2020 4:23 PM
To: 'Simonson, Bill@DGS'; 'jbgross@ups.com'; 'Charles/[REDACTED]'; 'UPSUSSTATEOFCALIFORNIATRANSPORTATION@ups.com'; 'Daniel/[REDACTED]'; 'Presia/[REDACTED]'; 'Monica/[REDACTED]'; 'Cecilia/[REDACTED]'; 'oscar.su@byd.com'
Cc: 'JDRagains@ups.com'; 'matthewday@ups.com'; 'JAnguiano@ups.com'; 'nolysreyes@ups.com'; 'diegomaldonado@ups.com'
Subject: RE: RFQ-1900310-BYD-California's Large Shipments of Commodities-Via Golden Bridge Logistics

Hi Team,
I am going to set up a meeting on 4/23 at 1PM
Same Zoom ID [REDACTED]
Topic:
Golden bridge to tell if [REDACTED] Ground Handling team can standardize the CTN qty on each pallet

Sean Li
Procurement and Logistic Supervisor

BYD Coach and Bus LLC | Build Your Dreams®
46147 7th St W, Lancaster, CA 93534
Ph: [661-940-3250](tel:661-940-3250) Ex [REDACTED] | xinyu.li@byd.com | www.byd.com

From: Sean Li-BYD [<mailto:xinyu.li@byd.com>]
Sent: Tuesday, April 21, 2020 12:28 PM
To: 'Simonson, Bill@DGS'; 'jbgross@ups.com'; 'Charles/[REDACTED]'; 'UPSUSSTATEOFCALIFORNIATRANSPORTATION@ups.com'; 'Daniel/[REDACTED]'; 'Presia/[REDACTED]'; 'Monica/[REDACTED]'; 'Cecilia/[REDACTED]'; 'oscar.su@byd.com'
Cc: 'JDRagains@ups.com'; 'matthewday@ups.com'; 'JAnguiano@ups.com'; 'nolysreyes@ups.com'; 'diegomaldonado@ups.com'
Subject: RE: RFQ-1900310-BYD-California's Large Shipments of Commodities-Via Golden Bridge Logistics

Hi All
I will set up the Zoom meeting at 1 PM today
Meeting ID is [REDACTED]

The Agenda I have so far is

1. Introduction for the team member
2. To Clear the DO process

It shall be around 15~30 min meeting

Sean Li
Procurement and Logistic Supervisor

BYD Coach and Bus LLC | Build Your Dreams®
46147 7th St W, Lancaster, CA 93534
Ph: [661-940-3250](tel:661-940-3250) Ex [REDACTED] | xinyu.li@byd.com | www.byd.com

From: Simonson, Bill@DGS [<mailto:Bill.Simonson@dgs.ca.gov>]
Sent: Tuesday, April 21, 2020 12:13 PM
To: Sean Li-BYD; 'jbgross@ups.com'; 'Charles/[REDACTED]'; 'UPSUSSTATEOFCALIFORNIATRANSPORTATION@ups.com'; 'Daniel/[REDACTED]'; 'Presia/[REDACTED]'; 'Monica/[REDACTED]'; 'Cecilia/[REDACTED]'; 'oscar.su@byd.com'
Cc: 'JDRagains@ups.com'; 'matthewday@ups.com'; 'JAnguiano@ups.com'; 'nolysreyes@ups.com'; 'diegomaldonado@ups.com'
Subject: RE: RFQ-1900310-BYD-California's Large Shipments of Commodities-Via [REDACTED] Logistics

Hi all,

1:00pm works fore the UPS team.

Do you want to send us your zoom meeting again?

Thank you,
-Bill

Bill Simonson

Emergency Manager, Office of Risk and Insurance Management

From: Sean Li-BYD <xinyu.li@byd.com>
Sent: Tuesday, April 21, 2020 11:52 AM
To: Simonson, Bill@DGS <Bill.Simonson@dgs.ca.gov>; jbgross@ups.com; 'Charles, [REDACTED]' <charles@goldenbridge-intl.com>; UPSUSSTATEOFCALIFORNIATRANSPORTATION@ups.com; 'Daniel, [REDACTED]' <daniel@goldenbridge-intl.com>; 'Presia, [REDACTED]' <presia@goldenbridge-intl.com>; 'Monica, [REDACTED]' <monica@goldenbridge-intl.com>; 'Cecilia, [REDACTED]' <cecilia@goldenbridge-intl.com>; oscar.su@byd.com
Cc: JDRagains@ups.com; matthewday@ups.com; JAnguiano@ups.com; nolysreyes@ups.com; diegomaldonado@ups.com
Subject: RE: RFQ-1900310-BYD-California's Large Shipments of Commodities-Via Golden Bridge Logistics

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Hi Bill
Golden Bridge team is asking if we can start meeting at 1PM
Is that ok for you

Sean Li

Procurement and Logistic Supervisor

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46147 7th St W, Lancaster, CA 93534
Ph: [661-940-3250](tel:661-940-3250) Ex [REDACTED] | xinyu.li@byd.com | www.byd.com

From: Simonson, Bill@DGS [<mailto:Bill.Simonson@dgs.ca.gov>]
Sent: Tuesday, April 21, 2020 11:36 AM
To: Sean Li-BYD; jbgross@ups.com; 'Charles, [REDACTED]' <UPSUSSTATEOFCALIFORNIATRANSPORTATION@ups.com>; 'Daniel, [REDACTED]' <daniel@goldenbridge-intl.com>; 'Presia, [REDACTED]' <presia@goldenbridge-intl.com>; 'Monica, [REDACTED]' <monica@goldenbridge-intl.com>; 'Cecilia, [REDACTED]' <cecilia@goldenbridge-intl.com>; oscar.su@byd.com
Cc: JDRagains@ups.com; matthewday@ups.com; JAnguiano@ups.com; nolysreyes@ups.com; diegomaldonado@ups.com
Subject: RE: RFQ-1900310-BYD-California's Large Shipments of Commodities-Via Golden Bridge Logistics

Hi Sean,

Can we meet between 12:30 and 1:00 today?

Regards,
-Bill

Bill Simonson

Emergency Manager, Office of Risk and Insurance Management

From: Sean Li-BYD <xinyu.li@byd.com>
Sent: Tuesday, April 21, 2020 11:11 AM
To: jbgross@ups.com; 'Charles, [REDACTED]' <charles@goldenbridge-intl.com>; Simonson, Bill@DGS <Bill.Simonson@dgs.ca.gov>; UPSUSSTATEOFCALIFORNIATRANSPORTATION@ups.com; 'Daniel, [REDACTED]' <daniel@goldenbridge-intl.com>; 'Presia, [REDACTED]' <presia@goldenbridge-intl.com>; 'Monica, [REDACTED]' <monica@goldenbridge-intl.com>; 'Cecilia, [REDACTED]' <cecilia@goldenbridge-intl.com>; oscar.su@byd.com
Cc: JDRagains@ups.com; matthewday@ups.com; JAnguiano@ups.com; nolysreyes@ups.com; diegomaldonado@ups.com
Subject: RE: RFQ-1900310-BYD-California's Large Shipments of Commodities-Via Golden Bridge Logistics

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Hi Team UPS and Bill
May I know your schedule, when is the proper time to set up this meeting to go over the DO process with our 2nd carrier --Team Golden bridge

Sean Li

Procurement and Logistic Supervisor

BYD Coach and Bus LLC | Build Your Dreams®

46147 7th St W, Lancaster, CA 93534

Ph: **661-940-3250** Ex [REDACTED] | xinyu.li@byd.com | www.byd.com

From: Sean Li-BYD [<mailto:xinyu.li@byd.com>]

Sent: Monday, April 20, 2020 12:56 PM

To: 'jbgross@ups.com'; 'Charles, [REDACTED]'; 'Bill.Simonson@dgs.ca.gov';

'UPSUSSTATEOFCALIFORNIATRANSPORTATION@ups.com'; 'Daniel, [REDACTED]'; 'Presia, [REDACTED]'; 'Monica, [REDACTED]';

'Cecilia, [REDACTED]'; 'oscar.su@byd.com'

Cc: 'JDRagains@ups.com'; 'matthewday@ups.com'; 'JAnguiano@ups.com'; 'nolysreyes@ups.com';

'diegomaldonado@ups.com'

Subject: RFQ-1900310-BYD-California's Large Shipments of Commodities-Via Golden Bridge Logistics

Hi Team UPS

Per conversation just now, I mention we have 2 carriers working together to fulfill the CA Gov Shipping order.

Team Golden Bridge in Copy is the carrier mainly fly via MD-11 Charters.

They will also be responsible for clear customs if the shipment coming via their flights.

I would like to ask for a meeting to introduce both party

And clarify the process to issue DO,

Also, we will let UPS team know the POC to check cargo readiness and pallet counts.

Please let me know when you have time for this meeting

Sean Li

Procurement and Logistic Supervisor

BYD Coach and Bus LLC | Build Your Dreams®

46147 7th St W, Lancaster, CA 93534

Ph: **661-940-3250** Ex [REDACTED] | xinyu.li@byd.com | www.byd.com

From: oscar.su@byd.com
To: john.zhuang@byd.com; [Bollinger, Jennifer@CalOES](mailto:Bollinger.Jennifer@CalOES); [Pal, Alex@CalOES](mailto:Pal,Alex@CalOES)
Subject: RE: Updated Draft Agreement - 4/5/2020, 1215AM
Date: Monday, April 6, 2020 7:32:17 PM
Attachments: [image001.png](#)
[image002.png](#)

Hi Jennifer,

After checking with our marketing, they declined the request to put that information on the spec. so we will keep all the spec same for all the customers.

Appreciate your understanding. Thanks

Oscar Su
Senior Director | BYD America
Office: 213.748.3980 | Mobile [REDACTED]
1800 S Figueroa St, Los Angeles, CA 90015
www.byd.com | oscar.su@byd.com

From: john.zhuang@byd.com
Sent: Monday, April 6, 2020 6:19 PM
To: Bollinger, Jennifer@CalOES <Jennifer.Bollinger@caloes.ca.gov>; Pal, Alex@CalOES <Alex.Pal@CalOES.ca.gov>
Cc: oscar.su@byd.com
Subject: Re: Updated Draft Agreement - 4/5/2020, 1215AM

Looping in Oscar. Oscar, please see below.



John Zhuang, Esq. / Counsel

BYD America
1800 S Figueroa St, Los Angeles, CA
(213) 748-3980 [REDACTED]

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From: "Bollinger, Jennifer@CalOES" <Jennifer.Bollinger@caloes.ca.gov>
Date: Monday, April 6, 2020 at 6:18 PM
To: John Zhuang <john.zhuang@byd.com>, "Pal, Alex@CalOES" <Alex.Pal@CalOES.ca.gov>

Subject: RE: Updated Draft Agreement - 4/5/2020, 1215AM

The exhibits need to reflect the actual standard, for example, standard for ASTM F-2100 Level 3

Jennifer L. Bollinger (formerly Plescia)

Note New Email: Jennifer.Bollinger@caloes.ca.gov

Assistant Chief Counsel

Governor's Office of Emergency Services (Cal OES)

3650 Schriever Avenue

Mather, CA 95655

Office: (916) 845-8815

Cell: (916) 621-8523

Fax: (916) 845-8511

www.caloes.ca.gov

From: john.zhuang@byd.com <john.zhuang@byd.com>

Sent: Monday, April 6, 2020 5:52 PM

To: Bollinger, Jennifer@CalOES <Jennifer.Bollinger@caloes.ca.gov>; Pal, Alex@CalOES <Alex.Pal@CalOES.ca.gov>

Subject: FW: Updated Draft Agreement - 4/5/2020, 1215AM

Product Specifications for Exhibit A. Please see attached.



John Zhuang, Esq. / Counsel

BYD America

1800 S Figueroa St, Los Angeles, CA

(213) 748-3980 [REDACTED]

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From: oscar.su@byd.com
To: [Bollinger, Jennifer@CalOES](mailto:Bollinger.Jennifer@CalOES)
Cc: [Pal, Alex@CalOES](mailto:Pal,Alex@CalOES)
Subject: RE: invoice
Date: Monday, April 27, 2020 4:23:05 PM

Hi Jennifer,

I have the invoice now with the delivery 3.104m, but I think the number needs to be revised. Double checking with our team and will get back to you as soon as possible.

Oscar Su
Senior Director | BYD America
Office: 213.748.3980 | Mobile [REDACTED]
1800 S Figueroa St, Los Angeles, CA 90015
www.byd.com | oscar.su@byd.com

From: Bollinger, Jennifer@CalOES [mailto:Jennifer.Bollinger@caloes.ca.gov]
Sent: Monday, April 27, 2020 2:17 PM
To: oscar.su@byd.com
Cc: Pal, Alex@CalOES <Alex.Pal@CalOES.ca.gov>
Subject: invoice

Oscar –

When do you anticipate BYD issuing an invoice?

Jennifer L. Bollinger (formerly Plescia)
Note New Email: Jennifer.Bollinger@caloes.ca.gov
Assistant Chief Counsel
Governor's Office of Emergency Services (Cal OES)
3650 Schriever Avenue
Mather, CA 95655
Office: (916) 845-8815
Cell: (916) 621-8523
Fax: (916) 845-8511
www.caloes.ca.gov

From: [Sean Li-BYD](#)
To: [Simonson, Bill@DGS](#); [jbgross@ups.com](#); [ilavon@ups.com](#); [Arthur.Sun@UPSUSSTATEOFCALIFORNIATRANSPORTATION@ups.com](#); [\[REDACTED\]@Operations@ups.com](#); [\[REDACTED\]@ups.com](#); [SKYE XU](#); [BYD Mask](#); [OP](#); [nicholasmarshall@ups.com](#); [oscar.su@byd.com](#); [Nianbo.yu@byd.com](#); [Joseph.Grady@CalOES](#); [justin.wang@byd.com](#)
Subject: RFQ-1900304-BYD-CA GOV Order-Via Xline-Batch 1

Hi Bill and UPS Team

Zoom ID is [REDACTED]

I just get confirmation from Internal team.

Our 1st batch of Single Use Mask will Depart [REDACTED] and ETA [REDACTED] around [REDACTED]

Current plan we will ship 3.7 Million Pcs of single use Mask.

We will have a meeting tomorrow to discuss this prior to the shipment arrive. And go through all final question before the 1st shipment available to pickup

One more thing I want to mention is There is certain Free day (48hr) once cargo is ready for pick-up.

Please make sure UPS pickup in timely Manner to avoid any additional charge

@Xline team to make sure DO and notice sent to UPS team in timely manner.

From: john.zhuang@byd.com
To: [Bollinger, Jennifer@CalOES](mailto:Bollinger_Jennifer@CalOES)
Subject: Re: ADD TO SURVIVAL CLaUSE
Date: Tuesday, April 7, 2020 7:59:51 AM
Attachments: [image001.png](#)

This is inserted.



John Zhuang, Esq. / Counsel

BYD America
1800 S Figueroa St, Los Angeles, CA
(213) 748-3980 [REDACTED]

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From: "Bollinger, Jennifer@CalOES" <Jennifer.Bollinger@caloes.ca.gov>
Date: Tuesday, April 7, 2020 at 7:33 AM
To: John Zhuang <john.zhuang@byd.com>
Subject: ADD TO SURVIVAL CLaUSE

Please add the following to the survival clause:

(32) Rights and Remedies
(41) Access to Records
(43) Compliance with Federal Law, Regulations, and Executive Orders

Jennifer L. Bollinger (formerly Plescia)
Note New Email: Jennifer.Bollinger@caloes.ca.gov
Assistant Chief Counsel
Governor's Office of Emergency Services (Cal OES)
3650 Schriever Avenue
Mather, CA 95655
Office: (916) 845-8815
Cell: (916) 621-8523
Fax: (916) 845-8511
www.caloes.ca.gov

From: john.zhuang@byd.com
To: [Bollinger, Jennifer@CalOES](mailto:Bollinger.Jennifer@CalOES); [Pal, Alex@CalOES](mailto:Pal,Alex@CalOES)
Cc: john.zhuang@byd.com
Subject: Re: Amendment No. 1 to the Supply Agreement
Date: Monday, April 20, 2020 2:53:29 PM
Attachments: [image001.png](#)
[image002.png](#)
[CAL OES.pdf](#)

Jennifer:

Thanks for the call earlier today. As discussed, please find attached the tracking number for BYD's wet signed Amendment No. 1 to the MSA.

Best,
John



John Zhuang, Esq. / Counsel

BYD America

1800 S Figueroa St, Los Angeles, CA
(213) 748-3980 [REDACTED]

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From: "Bollinger, Jennifer@CalOES" <Jennifer.Bollinger@caloes.ca.gov>
Date: Monday, April 20, 2020 at 9:02 AM
To: John Zhuang <john.zhuang@byd.com>, "Pal, Alex@CalOES" <Alex.Pal@CalOES.ca.gov>
Subject: RE: Amendment No. 1 to the Supply Agreement

John –

What is the tracking number for this amendment? I have yet to receive the originals.

Jennifer L. Bollinger (formerly Plescia)
Note New Email: Jennifer.Bollinger@caloes.ca.gov
Assistant Chief Counsel
Governor's Office of Emergency Services (Cal OES)
3650 Schriever Avenue
Mather, CA 95655
Office: (916) 845-8815

Cell: (916) 621-8523
Fax: (916) 845-8511
www.caloes.ca.gov

From: john.zhuang@byd.com <john.zhuang@byd.com>
Sent: Wednesday, April 15, 2020 6:12 PM
To: Bollinger, Jennifer@CalOES <Jennifer.Bollinger@caloes.ca.gov>; Pal, Alex@CalOES <Alex.Pal@CalOES.ca.gov>
Subject: Amendment No. 1 to the Supply Agreement

Jennifer:

Please find attached the Amendment No. 1 to the Supply Agreement with Global's signature. I have expressed mailed you four original copies of the same. Please kindly execute all four copies and send us one scan of the fully executed document and express mail is two of the original executed copies.

Many thanks,
John



John Zhuang, Esq. / Counsel

BYD America
1800 S Figueroa St, Los Angeles, CA
(213) 748-3980 [REDACTED]

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From: jane.wang1@byd.com
To: [Pal, Alex@CalOES](mailto:Pal,Alex@CalOES)
Cc: [Bollinger, Jennifer@CalOES](mailto:Bollinger,Jennifer@CalOES); [Shige Honjo \(shige@frontlinesupport.org\)](mailto:Shige.Honjo(shige@frontlinesupport.org)); stella.li@byd.com; john.zhuang@byd.com
Subject: Re: Availability for Call
Date: Wednesday, April 22, 2020 1:45:28 PM

Hi Alex,

It is pleasure to connect with you. Yes. 4 pm today works perfect for me.

This morning we just had a conf-call with [REDACTED] to conduct the onsite assessment which target to happen Monday 4/27 for one day each plant ([REDACTED] and [REDACTED]). Our team is diligently working on the pre-assessment to make sure the conformity of the assessment well met. Based on our previous experience with giant IT companies, we have high confidence to pass the assessment.

BYD legal counsel John Zhuang will join me in the meeting as well.

Thank you! Looking forward to talking to you. My cell phone is [REDACTED]

Jane

On Apr 22, 2020, at 1:20 PM, Pal, Alex@CalOES <Alex.Pal@caloes.ca.gov> wrote:

Jane,

I hope this email finds you well. I understand you have been working with NIOSH on certification. I would like to set up a call with you to discuss the status and outlook of our order. Are you available for a brief call this afternoon, perhaps at 4:00 Pacific? I would also like to have regular, perhaps daily check-in calls, which we can discuss during our first call. Please advise on your availability for this afternoon. Thank you in advance.

Sincerely,

Alex J. Pal
Chief Counsel
Governor's Office of Emergency Services (Cal OES)
3650 Schriever Avenue
Mather, CA 95655
Office: (916) 845-8973
Cell: (916) 621-8747
Emergency: (916) 845-8911
www.caloes.ca.gov

<image001.jpg>

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From: john.zhuang@byd.com
To: jane.wang1@byd.com; Pal, Alex@CalOES
Cc: Bollinger, Jennifer@CalOES; [Shige Honjo \(shige@frontlinesupport.org\)](mailto:Shige Honjo (shige@frontlinesupport.org)); stella.li@byd.com
Subject: Re: Availability for Call
Date: Wednesday, April 22, 2020 1:47:14 PM
Attachments: [image001.png](#)

Thanks Jane.

Alex and Jennifer, looking forward to speaking with you both once again over the telephone.



John Zhuang, Esq. / Counsel

BYD America
1800 S Figueroa St, Los Angeles, CA
(213) 748-3980 [REDACTED]

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From: "jane.wang1@byd.com" <jane.wang1@byd.com>
Date: Wednesday, April 22, 2020 at 1:45 PM
To: "Pal, Alex@CalOES" <Alex.Pal@caloes.ca.gov>
Cc: "Bollinger, Jennifer@CalOES" <Jennifer.Bollinger@caloes.ca.gov>, "Shige Honjo (shige@frontlinesupport.org)" <shige@frontlinesupport.org>, Stella Li <stella.li@byd.com>, John Zhuang <john.zhuang@byd.com>
Subject: Re: Availability for Call

Hi Alex,

It is pleasure to connect with you. Yes. 4 pm today works perfect for me.

This morning we just had a conf-call with [REDACTED] to conduct the onsite assessment which target to happen Monday 4/27 for one day each plant ([REDACTED] and [REDACTED]). Our team is diligently working on the pre-assessment to make sure the conformity of the assessment well met. Based on our previous experience with giant IT companies, we have high confidence to pass the assessment.

BYD legal counsel John Zhuang will join me in the meeting as well.

Thank you! Looking forward to talking to you. My cell phone is [REDACTED]

Jane

On Apr 22, 2020, at 1:20 PM, Pal, Alex@CalOES <Alex.Pal@caloes.ca.gov> wrote:

Jane,

I hope this email finds you well. I understand you have been working with NIOSH on certification. I would like to set up a call with you to discuss the status and outlook of our order. Are you available for a brief call this afternoon, perhaps at 4:00 Pacific? I would also like to have regular, perhaps daily check-in calls, which we can discuss during our first call. Please advise on your availability for this afternoon. Thank you in advance.

Sincerely,

Alex J. Pal
Chief Counsel
Governor's Office of Emergency Services (Cal OES)
3650 Schriever Avenue
Mather, CA 95655
Office: (916) 845-8973
Cell: (916) 621-8747
Emergency: (916) 845-8911
www.caloes.ca.gov

<image001.jpg>

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From: oscar.su@byd.com
To: Medigovich_Mitchell@CalOES
Cc: Shell_Angela@DGS; Pal_Alex@CalOES
Subject: Re: BYD Mask--KN95 and N95
Date: Saturday, April 4, 2020 9:57:33 PM

hi Mitch,

We are still working out China side to see if they can get more volume to US by end of April. Will update you tomorrow.

Best regards
Oscar

Sent from my iPhone

On Apr 4, 2020, at 9:34 PM, Medigovich, Mitchell@CalOES
<Mitchell.Medigovich@caloes.ca.gov> wrote:

Hey Oscar,
I heard from my buyer today that there was no inventory available for procurement. Is there any chance for additional access to KN95 separate from our agreement under negotiation now?

Mitch Medigovich
Deputy Director
Governor's Office of Emergency Services
916-845-8552

Sent from my iPad

On Apr 4, 2020, at 8:17 AM, "oscar.su@byd.com" <oscar.su@byd.com> wrote:

Hi Mitch,

Yes, the delivery will still be last week of April. Can you let me know how many piece do you need and I will send out the agreement? Thank you.

Oscar Su
Senior Director | BYD America
Office: 213.748.3980 | Mobile [REDACTED]
1800 S Figueroa St, Los Angeles, CA 90015
www.byd.com | oscar.su@byd.com

From: Medigovich, Mitchell@CalOES [mailto:Mitchell.Medigovich@CalOES.ca.gov]
Sent: Saturday, April 4, 2020 12:04 AM
To: oscar.su@byd.com
Cc: Shell, Angela@DGS <Angela.Shell@dgs.ca.gov>
Subject: Re: BYD Mask--KN95 and N95

Yes, it will need to be a separate agreement. Can we still do end of April delivery?
Please send a proposal to us for further action.
R/

Mitch Medigovich
Deputy Director
Governor's Office of Emergency Services
916-845-8552




Sent from my iPad

On Apr 3, 2020, at 9:38 PM, "oscar.su@byd.com" <oscar.su@byd.com>
wrote:

Hi Mitch,

When we were having the con-call this afternoon, it was mentioned
that you might purchase 2-5million KN95 from BYD. can you please
let me know what the next step will be. Thank you.

<image001.png> **Oscar Su** / Senior Director

BYD America 
1800 S Figueroa St, Los Angeles, CA 90015
O: (213)-748-3980, ext  / C: 

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From: frank.girardot@byd.com
To: Browning, Abby@CalOES; Mark Weideman
Cc: nancy.liu@byd.com
Subject: Re: BYD Prepared to Donate Masks and Hand Sanitizer
Date: Sunday, March 22, 2020 5:56:58 PM

Thank you Abby. We'll get you the info ASAP
Sincerely,
Frank

Frank C. Girardot | Communications Director
BYD
1800 S. Figueroa Street
Los Angeles, Ca. 90015

On Sun, Mar 22, 2020 at 5:22 PM -0700, "Browning, Abby@CalOES"
<Abby.Browning@CalOES.ca.gov> wrote:

Mark, Frank, and Nancy

Here is the address of the State Staging area – ready to receive these donated masks. Please let me know the specs of the additional masks (including price) that BYD has begun producing.

Thank you !
Abby

[REDACTED]

[REDACTED]

Site Contact: [REDACTED]

Abby Browning

Office of Private Sector/ NGO Coordination
CalOES
Office: (916) 845- 8371
Mobile: (916) 769-1371
Twitter: @CalOESAbby
Abby.browning@caloes.ca.gov

From: Mark Weideman <mark@weidemangroup.com>
Sent: Saturday, March 21, 2020 9:26 PM
To: Browning, Abby@CalOES <Abby.Browning@CalOES.ca.gov>
Cc: frank.girardot@byd.com; Nancy Liu <nancy.liu@byd.com>
Subject: Re: BYD Prepared to Donate Masks and Hand Sanitizer

Abby:

Yes, address and receiving information would be great. I am copying Frank Girardot and Nancy Liu with BYD who can help coordinate logistics. Thank you.

Mark Weideman
Weideman Group, Inc.
mark@weidemangroup.com
916.600.2288

On Mar 21, 2020, at 8:14 PM, Browning, Abby@CalOES
<Abby.Browning@CalOES.ca.gov> wrote:

Hi Mark

Thank you for this email that was forwarded to me by the Governor's Chief of Staff, Ann O'Leary.

Thank you for the generous offer from BYD! I am happy to help you facilitate this donation. Do you need an address and receiving info?

Please let me know what you need – am happy to help

Thanks!
Abby

Abby Browning

Office of Private Sector/ NGO Coordination
CalOES
Office: (916) 845- 8371
Mobile: (916) 769-1371
Twitter: @CalOESAbby
Abby.browning@caloes.ca.gov

Subject: BYD Prepared to Donate Masks and Hand Sanitizer

Ann/Lenny/Ana:

In the last few weeks, BYD redesigned its production lines in Shenzhen to produce face masks and hand sanitizer to address the COVID-19 crisis (see article below). BYD is now the world's largest mask producer with 25% of global capacity or 5 million masks per day. By next week, capacity will be up to 10 million masks per day. They have been focused on supplying China and more recently the EU. They are prepared to donate 50,000 masks to the State of California, along with thousands of bottles of hand sanitizer.

It would be great if you could notify GGN and let me know next steps to explore and hopefully execute on BYD's offer to help California, a place they and their unionized workforce call home for their North American operations. Thank you.

<https://www.businessinsider.com/chinese-electric-car-maker-coronavirus-covid19-world-largest-mask-factory-2020-3>

A Chinese electric car maker backed by Warren Buffett re-tooled to make face masks when COVID-19 hit — now it says it's the world's largest mask factory

[Tyler Sonnemaker](#)

Mar 13, 2020, 1:05 PM

- **BYD, a Chinese electric car maker backed by Warren Buffett, says it has built the world's largest face mask factory, as first reported by [Bloomberg](#).**
- **In a [press release](#), the company said it can**

produce 5 million face masks and 300,000 bottles of disinfectant per day.

- **In late January, as the coronavirus outbreak began to spread in China, BYD said it rapidly re-engineered its production lines, allowing it to make masks and disinfectants with more than 90% in-house parts.**
- **Other manufacturing companies, like Foxconn, a major Apple supplier, have also transformed their businesses to [meet the surging demand](#) for protective equipment.**
- **[Visit Business Insider's homepage for more stories.](#)**

Chinese electric car maker BYD said it's operating the world's largest face mask factory less than a month after starting production in response to the COVID-19 outbreak, according to [a press release](#) issued Friday and first reported by [Bloomberg](#).

"[BYD] has created the world's largest mass-produced face masks plant. The plant is now running at full capacity and is able to produce 5 million masks and 300,000 bottles of disinfectants per day," the release said.

In late January, as the coronavirus was sweeping across China, BYD said it rallied more than 3,000 engineers and other employees to re-design its production lines so it could make protective equipment and meet the surge in global demand.

The team researched, designed, and built machines capable of making face masks and disinfectants, and began production less than two weeks later, on February 8, according to the release. BYD said the production line required about 1,300 different parts, and that it was able to source about 90% of them internally.

BYD, which counts Warren Buffett and Samsung Electronics as major investors, is based in Shenzhen and also makes electric batteries. BYD has continued to scale

up its new production lines, and announced Friday it is increasing its capacity at a rate of between 300,000–500,00 masks per day.

As the coronavirus has spread, other industrial manufacturers have retooled their factories as well. Foxconn, a major Apple supplier, diverted part of its production line in early February to [make medical masks and clothing](#), rather than the usual iPhone parts.

NOW WATCH: We went to LUSH's biggest factory to see how it makes face masks using fresh ingredients like fennel, ginger, and honey

<a href="<https://www.businessinsider.com/chinese-electric-car-maker-coronavirus-covid19-world-largest-mask-factory-2020-3?jwsourc=cl>" class=""><https://www.businessinsider.com/chinese-electric-car-maker-coronavirus-covid19-world-largest-mask-factory-2020-3?jwsourc=cl>

Mark Weideman
Weideman Group, Inc.
mark@weidemangroup.com
916.600.2288

From: alex@landstar.com
To: alex@landstar.com
Cc: alex@landstar.com; alex@landstar.com; alex@landstar.com; alex@landstar.com; alex@landstar.com; alex@landstar.com
Subject: Re: CA Outstanding Questions from Alex Pal
Date: Sunday, April 26, 2020 11:51:00 AM

hi All, The pick-up is ready. I will let you know once is done. Thank you.





Sent from my iPhone

On Apr 25, 2020, at 11:18 PM, Pal, Alex@CalOES <Alex.Pal@caloes.ca.gov> wrote:

Thank you, Oscar. And no need to send the invoice to me ahead of time. Our logistics team will be reviewing and reconciling.

Thanks,

Alex Pal
Chief Counsel, Cal OES
Office: (916) 845-8973
Cell: (916) 621-8747
24 hour emergency: (916) 845-8911

Sent from my iPhone

On Apr 25, 2020, at 11:14 PM, "oscar.su@byd.com" <oscar.su@byd.com> wrote:

Hi Alex,

These boxes were put in luggage cabinets/ on and under the seats, and all the places as you can imagine. We will see how many more they can put on next flight.

Re: the invoice, yes, we will only invoice based on the actual delivery. I will send the invoice and POD for your review before I send to your team to proceed the payment. Thank you.

Oscar Su
Senior Director | BYD America
Office: 213.748.3980 | Mobile: [REDACTED]
1800 S Figueroa St, Los Angeles, CA 90015
www.byd.com | oscar.su@byd.com

From: Pal, Alex@CalOES [mailto:Alex.Pal@CalOES.ca.gov]
Sent: Saturday, April 25, 2020 11:00 PM
To: oscar.su@byd.com
Cc: Bollinger, Jennifer@CalOES <jennifer.bollinger@caloes.ca.gov>; shige@frontlinesupport.org; Medigovich, Mitchell@CalOES <Mitchell.Medigovich@CalOES.ca.gov>; Mike Gallucci <mike@opsinsight.com>; Simonson, Bill@DGS <Bill.Simonson@dgs.ca.gov>
Subject: Re: CA Outstanding Questions from Alex Pal

Thank you, Oscar. We hope they will be able to accommodate more. Can I assume the invoice for this shipment will accurately reflect the quantity BYD sent, not the quantity listed on the schedule?

Regards,

Alex Pal
Chief Counsel, Cal OES
Office: (916) 845-8973
Cell: (916) 621-8747
24 hour emergency: (916) 845-8911

Sent from my iPhone

On Apr 25, 2020, at 10:22 PM, "oscar.su@byd.com" <oscar.su@byd.com> wrote:

Hi Alex,

The first flight only carried 3,304,000pcs masks even they tried to put as many as they can, and these masks have arrived at [REDACTED]. Please kindly forward this message to your logistic team. We are meeting with the airline company to see how to get more masks on the next plane, and keep you updated of the improvement. Thank you.

Best regards
Oscar

From: Pal, Alex@CalOES [mailto:Alex.Pal@CalOES.ca.gov]
Sent: Saturday, April 25, 2020 2:48 PM
To: oscar.su@byd.com
Cc: jpbm@huawei@byd.com; jing.wang@byd.com; Bollinger, Jennifer@CalOES <jennifer.bollinger@caloes.ca.gov>; shige@frontlinesupport.org; Medigovich, Mitchell@CalOES <Mitchell.Medigovich@CalOES.ca.gov>; Mike Gallucci <mike@opsinsight.com>
Subject: Re: CA Outstanding Questions from Alex Pal

Thank you, Oscar. I have forwarded to our logistics team.

Alex Pal
Chief Counsel, Cal OES
Office: (916) 845-8973
Cell: (916) 621-8747
24 hour emergency: (916) 845-8911

Sent from my iPhone

On Apr 25, 2020, at 2:39 PM, "oscar.su@byd.com" <oscar.su@byd.com> wrote:

Hi Alex, Jennifer,

I was told by the factory that the first 3.7m was split by two pick-ups from [REDACTED] so there are 2 OQC report as the attachments. Please take these documents as the final for the first 3.7m shipment.

Let me know if you have any further questions. thank you.

Oscar Su
Senior Director | BYD America
Office: 213.748.3980 | Mobile: [REDACTED]
1800 S Figueroa St, Los Angeles, CA 90015
www.byd.com | oscar.su@byd.com

From: oscar.su@byd.com
Sent: Friday, April 24, 2020 1:55 PM
To: 'Pal, Alex@CalOES' <Alex.Pal@CalOES.ca.gov>
Cc: John.Hwang@byd.com; Jane.Wang@byd.com; 'Bollinger, Jennifer@CalOES' <jennifer.bollinger@caloes.ca.gov>; 'Shige@frontlinesupport.org' <shige@frontlinesupport.org>
Subject: FW: CA Outstanding Questions from Alex Pal

Hi Alex,

Please find the response from our team on your questions. we can go through them during the con-call today.

- NIOSH approval status/schedule
<-[if supportLists]>→ <-[endif]>→NIOSH confirmed N95 test passed
<-[if supportLists]>→ <-[endif]>→NIOSH onsite assessment to be conducted next week target 4/29
<-[if supportLists]>→ <-[endif]>→After onsite assessment, NIOSH will make the decision to grant approval
- Confirmation on the specifications and data sheets
<-[if supportLists]>→ <-[endif]>→See attachment cut-sheet
- Extended Shipment Schedule
<-[if supportLists]>→ <-[endif]>→The first shipment of surgical mask will be arriving at [REDACTED] I am still fixing one minor issue on the delivery schedule.
- Confirmation on which factories will be producing which products. Cal OES's understanding is Cal OES surgical masks will only be produced at [REDACTED] and N95s will only be produced at [REDACTED]
<-[if supportLists]>→ <-[endif]>→N95 will be produced in [REDACTED] Surgical mask will be produced in [REDACTED] till middle of May, and then will be on [REDACTED] after middle of May;
- We need to know how many shifts each factory will run, how many days per week, and the number of hours per shift
<-[if supportLists]>→ <-[endif]>→
- We need information on how long [REDACTED] has been producing surgical masks and how long [REDACTED] has been producing KN95 masks (and preferably the quantity produced). We need information for these specific sites, not an aggregate of BYDs production at all sites.
<-[if supportLists]>→ <-[endif]>→

Mask	[REDACTED]	[REDACTED]
	Production start date	Production start date
Surgical Mask	[REDACTED]	[REDACTED]
KN95	[REDACTED]	[REDACTED]
- We need to confirm that BYD will share past quality data for production at these sites, for these products to Cal OES's 3rd party auditor and QA/QC.
<-[if supportLists]>→ <-[endif]>→Yes, please find the FAI/ QC/ IPQC/ OQC report for the first shipment; the factory is preparing more documents and I will send them over to you once I have them.
- Any testing data you can share from Nelson labs on the N95 masks.
<-[if supportLists]>→ <-[endif]>→See attached Nelson test [REDACTED]
- Provide factory build schedule from date of NIOSH approval.

Oscar Su
Senior Director | BYD America
Office: 213.748.3980 | Mobile: [REDACTED]
1800 S Figueroa St, Los Angeles, CA 90015
www.byd.com | oscar.su@byd.com

From: Pal, Alex@CalOES [mailto:Alex.Pal@CalOES.ca.gov]
Sent: Wednesday, April 22, 2020 5:05 PM
To: John.Hwang@byd.com; Jane.Wang@byd.com
Cc: Bollinger, Jennifer@CalOES; Shige Honjo [shige@frontlinesupport.org]
Subject: Outstanding Questions

John and Jane,

Thank you for your time this afternoon. Per our conversation, below are the outstanding questions. It is my understanding that my team is still waiting to hear from Oscar. Can you please help get us answers to these questions ASAP?

- NIOSH approval status/schedule
<-[if supportLists]>→ <-[endif]>→NIOSH confirmed N95 test passed
<-[if supportLists]>→ <-[endif]>→NIOSH onsite assessment to be conducted next week target 4/29
<-[if supportLists]>→ <-[endif]>→After onsite assessment, NIOSH will make the decision to grant approval
- Confirmation on the specifications and data sheets
<-[if supportLists]>→ <-[endif]>→See attachment cutsheet
- Extended Shipment Schedule
<-[if supportLists]>→ <-[endif]>→See attachment.
- Confirmation on which factories will be producing which products. Cal OES's understanding is Cal OES surgical masks will only be produced at [REDACTED] and N95s will only be produced at [REDACTED]
<-[if supportLists]>→ <-[endif]>→N95 will be produced in [REDACTED] Surgical mask will be produced in [REDACTED] till middle of May, and then will be on [REDACTED] after middle of May;
- We need to know how many shifts each factory will run, how many days per week, and the number of hours per shift
<-[if supportLists]>→ <-[endif]>→
- We need information on how long [REDACTED] has been producing surgical masks and how long [REDACTED] has been producing KN95 masks (and preferably the quantity produced). We need information for these specific sites, not an aggregate of BYDs production at all sites.
<-[if supportLists]>→ <-[endif]>→

Mask	[REDACTED]	[REDACTED]
	Production start date	Production start date
Surgical Mask	[REDACTED]	[REDACTED]
KN95	[REDACTED]	[REDACTED]
- We need to confirm that BYD will share past quality data for production at these sites, for these products to Cal OES's 3rd party auditor and QA/QC.
<-[if supportLists]>→ <-[endif]>→Yes, please find the FAI/ QC/ IPQC/ OQC report for the first shipment;
- Any testing data you can share from Nelson labs on the N95 masks.
<-[if supportLists]>→ <-[endif]>→See attached Nelson test [REDACTED]
- Provide factory build schedule from date of NIOSH approval.

Alex J. Pal
Chief Counsel
Governor's Office of Emergency Services (Cal OES)
3650 Schriever Avenue
Mather, CA 95655
Office: (916) 845-8973
Cell: (916) 621-8747
Emergency: (916) 845-8911
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<image001.jpg>

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<OQC Report Of Single-use Surgical Mask 0423.pdf>
<Quality Control Plan of Single-use Surgical Mask.pdf>
<FAI Report of Single-use Surgical Mask 0422.pdf>
<IPQC Sampling Report of Single-use Surgical Mask 0422.pdf>
<OQC Report of Single-use Surgical Mask 0422.pdf>

From: oscar.su@byd.com
To: [Shige Honjo](#)
Cc: [Pal, Alex@CalOES](mailto:Pal,Alex@CalOES); [Bollinger, Jennifer@CalOES](mailto:Bollinger,Jennifer@CalOES)
Subject: Re: CA Outstanding Questions from Alex Pal
Date: Sunday, April 26, 2020 7:36:48 PM

Hi Shige,

I passed this request to the factory, and will send it to you once I have it.

Best regards
Oscar

Sent from my iPhone

On Apr 26, 2020, at 7:18 PM, Shige Honjo <shige@frontlinesupport.org> wrote:

Hello Oscar
Any progress with this ?

Thank you
Shige

Sent from my iPhone

On Apr 24, 2020, at 10:44 PM, Shige Honjo
<shige@frontlinesupport.org> wrote:

Adding Alex and Jennifer,

Oscar,

This is a good start. However, the document you provided are drawings that typically are part of the product specification data sheet. BYD must have more of a complete document that specifies everything. Some key things that seem to be missing:

1. Final Packaging spec for the product specs.
2. Final bulk pallet spec
3. Product cleanliness spec - number and size of particles allowed, blemish, etc.
4. Color spec
5. Reliability specs- when does filtration become no good, how many times can the straps be stretched out, etc.
6. Which specs are tested in-line in factory and OQC and etc.

Hope this helps...

Thanks,
Shige

<6. 3234Rb.PDF.PDF>

On Apr 24, 2020, at 8:17 PM, oscar.su@byd.com wrote:

Hi Shige,

Can you please check the attached document? Is this what you want? Please clarify so I can try to get what you need to you. thank you.

Best regards
Oscar

From: jane.wang1@byd.com
Sent: Friday, April 24, 2020 3:18 PM
To: oscar.su@byd.com; Pal, Alex@CalOES
<Alex.Pal@CalOES.ca.gov>
Cc: john.zhuang@byd.com; Bollinger, Jennifer@CalOES
<Jennifer.Bollinger@caloes.ca.gov>;
shige@frontlinesupport.org
Subject: RE: CA Outstanding Questions from Alex Pal

Hi Alex and team,

Please see attachments on entire NIOSH Quality assurance documents for N95 respirator.

Thank you
Jane

From: oscar.su@byd.com
Sent: Friday, April 24, 2020 1:55 PM
To: Pal, Alex@CalOES
Cc: john.zhuang@byd.com; jane.wang1@byd.com; Bollinger, Jennifer@CalOES; shige@frontlinesupport.org
Subject: FW: CA Outstanding Questions from Alex Pal

Hi Alex,

Please find the response from our team on your questions.
we can go through them during the con-call today.

1. NIOSH approval status/schedule
 - NIOSH confirmed N95 test passed
 - NIOSH onsite assessment to be conducted next week target 4/29
 - After onsite assessment, NIOSH will make the decision to grant approval
2. Confirmation on the specifications and data sheets
 - See attachment cut-sheet
3. Extended Shipment Schedule
 - The first shipment of surgical mask will be arriving at [REDACTED] I am still fixing one minor issue on the delivery schedule.
4. Confirmation on which factories will be producing which products. Cal OES's understanding is Cal OES surgical masks will only be produced at [REDACTED] and N95s will only be produced at [REDACTED]
 - N95 will be produced in [REDACTED] Surgical mask will be produced in [REDACTED] [REDACTED] till middle of May, and then will be only [REDACTED] after middle of May;
5. We need to know how many shifts each factory will run, how many days per week, and the number of hours per shift
 - [REDACTED]
[REDACTED]
6. We need information on how long [REDACTED] has been producing surgical masks and how long [REDACTED] has been producing KN95 masks (and preferably the quantity produced). We need information for these specific sites, not an aggregate of BYDs production at all sites.
 -

Mask	[REDACTED]	[REDACTED]
	Production start date	Production start date
Surgical Mask	[REDACTED]	[REDACTED]
KN95	[REDACTED]	[REDACTED]

7. We need to confirm that BYD will share past quality data for production at these sites, for these

products to Cal OES's 3rd party auditor and QA/QC.

- Yes, please find the FAI/ QC/ IPQC/ OQC report for the first shipment; the factory is preparing more documents and I will send them over to you once I have them.
8. Any testing data you can share from Nelson labs on the N95 masks.
- See attached Nelson test [REDACTED]
[REDACTED]
9. Provide factory build schedule from date of NIOSH approval.

Oscar Su

Senior Director | BYD America

Office: 213.748.3980 | Mobile [REDACTED]

1800 S Figueroa St, Los Angeles, CA 90015

www.byd.com | oscar.su@byd.com

From: Pal, Alex@CalOES [<mailto:Alex.Pal@CalOES.ca.gov>]

Sent: Wednesday, April 22, 2020 5:05 PM

To: john.zhuang@byd.com; jane.wang1@byd.com

Cc: Bollinger, Jennifer@CalOES; Shige Honjo

(shige@frontlinesupport.org)

Subject: Outstanding Questions

John and Jane,

Thank you for your time this afternoon. Per our conversation, below are the outstanding questions. It is my understanding that my team is still waiting to hear from Oscar. Can you please help get us answers to these questions ASAP?

10. NIOSH approval status/schedule
- NIOSH confirmed N95 test passed
 - NIOSH onsite assessment to be conducted next week target 4/29
 - After onsite assessment, NIOSH will make the decision to grant approval
11. Confirmation on the specifications and data sheets
- See attachment cutsheet

12. Extended Shipment Schedule

- See attachment.

13. Confirmation on which factories will be producing which products. Cal OES's understanding is Cal OES surgical masks will only be produced at [REDACTED] and N95s will only be produced at [REDACTED]

- N95 will be produced in [REDACTED] Surgical mask will be produced in [REDACTED] [REDACTED] till middle of May, and then will be only [REDACTED] after middle of May;

14. We need to know how many shifts each factory will run, how many days per week, and the number of hours per shift

- [REDACTED]
[REDACTED].

15. We need information on how long [REDACTED] has been producing surgical masks and how long [REDACTED] has been producing KN95 masks (and preferably the quantity produced). We need information for these specific sites, not an aggregate of BYDs production at all sites.

- | | | |
|---------------|-----------------------|-----------------------|
| Mask | [REDACTED] | [REDACTED] |
| | Production start date | Production start date |
| Surgical Mask | [REDACTED] | [REDACTED] |
| KN95 | [REDACTED] | [REDACTED] |

16. We need to confirm that BYD will share past quality data for production at these sites, for these products to Cal OES's 3rd party auditor and QA/QC.

- Yes, please find the FAI/ QC/ IPQC/ OQC report for the first shipment;

17. Any testing data you can share from Nelson labs on the N95 masks.

- See attached Nelson test [REDACTED]
[REDACTED]

18. Provide factory build schedule from date of NIOSH approval.

Alex J. Pal
Chief Counsel

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Emergency: (916) 845-8911
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<image001.jpg>

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<6. 3234Rb.PDF.PDF>

From: john.zhuang@byd.com
To: Bollinger, Jennifer@CalOES
Cc: oscar.su@byd.com; Pal, Alex@CalOES; Medigovich, Mitchell@CalOES; junei.chen@byd.com; Kim, Daniel@DGS
Subject: Re: California - Global Healthcare Product Solutions Master Supply Agreement
Date: Friday, April 3, 2020 11:58:12 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)
[image007.png](#)
[image008.png](#)
[image009.png](#)
[image010.png](#)
[image011.png](#)
[image012.png](#)
[image009.png](#)
[image011.png](#)
[image010.png](#)
[image002.png](#)
[image008.png](#)
[image001.png](#)
[image003.png](#)
[image004.png](#)
[image006.png](#)
[image012.png](#)
[image007.png](#)
[image005.png](#)

Hi Jennifer:

Understood. My understanding is that Oscar has been texting with Mitch this evening and will discuss details with Mitch tomorrow morning over a call.

John Zhuang, Counsel
BYD America

From: Bollinger, Jennifer@CalOES <jennifer.bollinger@caloes.ca.gov>
Sent: Friday, April 3, 2020 11:54 PM
To: john.zhuang@byd.com
Cc: oscar.su@byd.com; Pal, Alex@CalOES; Medigovich, Mitchell@CalOES;
junei.chen@byd.com; Kim, Daniel@DGS
Subject: RE: California - Global Healthcare Product Solutions Master Supply Agreement

John –

This is an important business term for the State. Is Stella available to chat with the Director?

Jennifer L. Bollinger (formerly Plescia)
Note New Email: Jennifer.Bollinger@caloes.ca.gov
Assistant Chief Counsel
Governor's Office of Emergency Services (Cal OES)
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From: john.zhuang@byd.com <john.zhuang@byd.com>
Sent: Friday, April 3, 2020 11:51 PM
To: Bollinger, Jennifer@CalOES <Jennifer.Bollinger@caloes.ca.gov>
Cc: oscar.su@byd.com; Pal, Alex@CalOES <Alex.Pal@CalOES.ca.gov>; Medigovich, Mitchell@CalOES <Mitchell.Medigovich@CalOES.ca.gov>; junei.chen@byd.com; Kim, Daniel@DGS <daniel.kim@dgs.ca.gov>
Subject: Re: California - Global Healthcare Product Solutions Master Supply Agreement

Jennifer: Please allow us to confer internally. We will revert a response shortly. My confirmed understanding from Stella is that FOB [REDACTED] is not available. -John

John Zhuang, Counsel
BYD America

On Fri, Apr 3, 2020 at 11:49 PM -0700, "Bollinger, Jennifer@CalOES"
<Jennifer.Bollinger@caloes.ca.gov> wrote:

We understood the attached email from Oscar to mean that the product can be delivered to [REDACTED] at the attached price. Please help understand the discrepancy in the offers.

Jennifer L. Bollinger (formerly Plescia)
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From: john.zhuang@byd.com <john.zhuang@byd.com>
Sent: Friday, April 3, 2020 11:28 PM
To: Bollinger, Jennifer@CalOES <Jennifer.Bollinger@caloes.ca.gov>
Cc: oscar.su@byd.com; Pal, Alex@CalOES <Alex.Pal@CalOES.ca.gov>; Medigovich, Mitchell@CalOES <Mitchell.Medigovich@CalOES.ca.gov>; junei.chen@byd.com; Kim, Daniel@DGS <daniel.kim@dgs.ca.gov>
Subject: Re: California - Global Healthcare Product Solutions Master Supply Agreement

Jennifer:

Outside of the below Guaranty, which I'm still waiting for an answer on, I had an immediate discussion with Stella regarding the State's request for BYD to deliver the goods FOB [REDACTED] which I inferred from the second party of the proposed Guaranty language.

Stella's initial feedback is as follows:

- The default contract provides for Intercom 2010 EXW Delivery Location. Delivery Location: [REDACTED].
- We can update that to Intercom 2010 FCA Delivery Location. Delivery Location: [REDACTED]
- Unfortunately, per Stella, we can't offer FOB [REDACTED] at present.

Does this work for the State?

Best,
John



John Zhuang, Esq. / Counsel

BYD America

1800 S Figueroa St, Los Angeles, CA
(213) 748-3980 [REDACTED]

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From: John Zhuang <john.zhuang@byd.com>

Date: Friday, April 3, 2020 at 11:13 PM

To: "Bollinger, Jennifer@CalOES" <Jennifer.Bollinger@caloes.ca.gov>

Cc: Oscar Su <oscar.su@byd.com>, "Pal, Alex@CalOES" <Alex.Pal@CalOES.ca.gov>, "Medigovich, Mitchell@CalOES" <Mitchell.Medigovich@CalOES.ca.gov>, Junei Chen <junei.chen@byd.com>, "Kim, Daniel@DGS" <daniel.kim@dgs.ca.gov>

Subject: Re: California - Global Healthcare Product Solutions Master Supply Agreement

Thanks Jennifer – I will run this down with our folks. Due to the geographical distance between our team, this might take a little longer than usual. I'll push for an answer and get back to you as soon as I can.



John Zhuang, Esq. / Counsel

BYD America

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From: "Bollinger, Jennifer@CalOES" <Jennifer.Bollinger@caloes.ca.gov>

Date: Friday, April 3, 2020 at 11:09 PM

To: John Zhuang <john.zhuang@byd.com>

Cc: Oscar Su <oscar.su@byd.com>, "Pal, Alex@CalOES" <Alex.Pal@CalOES.ca.gov>, "Medigovich, Mitchell@CalOES" <Mitchell.Medigovich@CalOES.ca.gov>, Junei Chen <junei.chen@byd.com>, "Kim, Daniel@DGS" <daniel.kim@dgs.ca.gov>

Subject: RE: California - Global Healthcare Product Solutions Master Supply Agreement

John – The state's request in concept is:

BYD North America Group will issue a Guaranty Agreement for Global.

The Guaranty will provide for BYD North America Group to backstop Global's obligation to State of California with respect to refunding, as applicable, the portion of or all of California's prepayment to Global if any of the following events happen:

- (1) The N95 masks do not obtain NIOSH certification; or,
- (2) Failure to deliver N95 masks FOB [REDACTED] for any reason.

If you are able to obtain concept approval from BYD North America Group leadership, then we will work out the legal language.

Jennifer L. Bollinger (formerly Plescia)

Note New Email: Jennifer.Bollinger@caloes.ca.gov

Assistant Chief Counsel

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Mather, CA 95655
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www.caloes.ca.gov

From: john.zhuang@byd.com <john.zhuang@byd.com>

Sent: Friday, April 3, 2020 10:21 PM

To: Bollinger, Jennifer@CalOES <Jennifer.Bollinger@caloes.ca.gov>

Cc: oscar.su@byd.com; Pal, Alex@CalOES <Alex.Pal@CalOES.ca.gov>; Medigovich, Mitchell@CalOES <Mitchell.Medigovich@CalOES.ca.gov>; junei.chen@byd.com; Kim, Daniel@DGS <daniel.kim@dgs.ca.gov>

Subject: Re: California - Global Healthcare Product Solutions Master Supply Agreement

Hi Jennifer: My initial take is that this will be challenging as BYD North America Group is not allowed to be used for this purpose for a company in a separate division. With that said, let me speak with our leaders and run this issue down. Because this involves a long chain of approvals, I just want to make sure that I have the State's request right. Upon your confirmation, I'll speak with our leaders and seek their feedback. -JZ

Request:

BYD North America Group will issue a Guaranty Agreement for Global.

The Guaranty will provide for BYD North America Group to backstop Global's obligation to DGS with respect to refunding, as applicable, the proportion of or all of DGS prepayment to Global if any of the following three events happen:

- (1) The N95 masks do not obtain NIOSH certification; or,
- (2) Global defaults on its Equipment delivery obligations to DGS; or,
- (3) The masks are pulled from the market by the US Government.



John Zhuang, Esq. / Counsel

BYD America

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contact me at john.zhuang@byd.com.

From: "Bollinger, Jennifer@CalOES" <Jennifer.Bollinger@caloes.ca.gov>
Date: Friday, April 3, 2020 at 10:08 PM
To: John Zhuang <john.zhuang@byd.com>
Cc: Oscar Su <oscar.su@byd.com>, "Pal, Alex@CalOES" <Alex.Pal@CalOES.ca.gov>, "Medigovich, Mitchell@CalOES" <Mitchell.Medigovich@CalOES.ca.gov>, Junei Chen <junei.chen@byd.com>, "Kim, Daniel@DGS" <daniel.kim@dgs.ca.gov>
Subject: RE: California - Global Healthcare Product Solutions Master Supply Agreement

John –

The State needs BYD North America along with the Parent Company to guarantee and be signatories to the agreement. Please let know if this requirement can be worked out on your end. Thank you,

Jennifer L. Bollinger (formerly Plescia)
Note New Email: Jennifer.Bollinger@caloes.ca.gov
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Office: (916) 845-8815
Cell: (916) 621-8523
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From: john.zhuang@byd.com <john.zhuang@byd.com>
Sent: Friday, April 3, 2020 9:46 PM
To: Bollinger, Jennifer@CalOES <Jennifer.Bollinger@caloes.ca.gov>
Cc: oscar.su@byd.com; Pal, Alex@CalOES <Alex.Pal@CalOES.ca.gov>; Medigovich, Mitchell@CalOES <Mitchell.Medigovich@CalOES.ca.gov>; junei.chen@byd.com; Kim, Daniel@DGS <daniel.kim@dgs.ca.gov>
Subject: Re: California - Global Healthcare Product Solutions Master Supply Agreement

Jennifer:

BYD Industrial Development can issue a Parent Company Guaranty for Global.

The PCG will cover Global's liability with respect to refunding, as applicable, the proportion or all of DGS prepayment to Global in the following two events:

- (1) The masks do not obtain NIOSH certification; or,
- (2) Global defaults on its Equipment delivery obligations to DGS.

Your third request, if the masks get held by a government, was read by us to mean if the masks are determined by the US government to be nonconforming and the government has pulled them from the market. If so, we can probably cover that scenario under the PCG as well.

Please let me know if that works.

Best,
John



John Zhuang, Esq. / Counsel

BYD America

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From: "Bollinger, Jennifer@CalOES" <Jennifer.Bollinger@caloes.ca.gov>

Date: Friday, April 3, 2020 at 9:30 PM

To: John Zhuang <john.zhuang@byd.com>

Cc: Oscar Su <oscar.su@byd.com>, "Pal, Alex@CalOES" <Alex.Pal@CalOES.ca.gov>, "Medigovich, Mitchell@CalOES" <Mitchell.Medigovich@CalOES.ca.gov>, Junei Chen <junei.chen@byd.com>, "Kim, Daniel@DGS" <daniel.kim@dgs.ca.gov>

Subject: RE: California - Global Healthcare Product Solutions Master Supply Agreement

John –

Thank you for the explanation. We would like to discuss BYD North America and BYD Industrial Development guaranteeing performance of the agreement, which would include covering the return of prepayment funds should the masks not obtain NIOSH certification, get held by a government, or any other nonperformance. If this warrants a phone conversation with Stella, we are available.

Jennifer L. Bollinger (formerly Plescia)

[REDACTED]

Note New Email: Jennifer.Bollinger@caloes.ca.gov

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www.caloes.ca.gov

From: john.zhuang@byd.com <john.zhuang@byd.com>

Sent: Friday, April 3, 2020 8:55 PM

To: Bollinger, Jennifer@CalOES <Jennifer.Bollinger@caloes.ca.gov>

Cc: oscar.su@byd.com; Pal, Alex@CalOES <Alex.Pal@CalOES.ca.gov>; Medigovich, Mitchell@CalOES <Mitchell.Medigovich@CalOES.ca.gov>; junei.chen@byd.com; Kim, Daniel@DGS <daniel.kim@dgs.ca.gov>

Subject: Re: California - Global Healthcare Product Solutions Master Supply Agreement

Jennifer:

Sure, happy to help. BYD's contract manufacturing division started Global Healthcare Product Solutions earlier this year to sell healthcare products in the US. The impetus was to help provide relief for the COVID-19 outbreak. They picked the name because they wanted folks to recognize it as a business that sold healthcare products, not to be conflated with the EV / clean energy business.

Per our HQ's policy, this is the company that's approved to sell healthcare products to all public and private customers in the US. It has currently sold a lot of masks to both public and private customers in the US without any issues.

Attached:

- Certificate of Formation for Global Healthcare Product Solutions, LLC
- Certificate of Good Standing
- Membership List – It's owned by Shenzhen BYD Industrial Development Co., Ltd., which has an address of BYD's headquarters campus in Shenzhen at 3009 BYD Road, Pingshan District Shenzhen, P. R. China.

Best,
John



John Zhuang, Esq. / Counsel

BYD America

1800 S Figueroa St, Los Angeles, CA
(213) 748-3980 [REDACTED]

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From: "Bollinger, Jennifer@CalOES" <Jennifer.Bollinger@caloes.ca.gov>
Date: Friday, April 3, 2020 at 8:37 PM
To: John Zhuang <john.zhuang@byd.com>
Cc: Oscar Su <oscar.su@byd.com>, "Pal, Alex@CalOES" <Alex.Pal@CalOES.ca.gov>, "Medigovich, Mitchell@CalOES" <Mitchell.Medigovich@CalOES.ca.gov>, Junei Chen <junei.chen@byd.com>, "Kim, Daniel@DGS" <daniel.kim@dgs.ca.gov>
Subject: RE: California - Global Healthcare Product Solutions Master Supply Agreement

John –

Will you please send the corporate documents over so we can review for due diligence purposes?

Jennifer L. Bollinger (formerly Plescia)
Note New Email: Jennifer.Bollinger@caloes.ca.gov
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Fax: (916) 845-8511
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From: john.zhuang@byd.com <john.zhuang@byd.com>
Sent: Friday, April 3, 2020 8:19 PM
To: Bollinger, Jennifer@CalOES <Jennifer.Bollinger@caloes.ca.gov>
Cc: oscar.su@byd.com; Pal, Alex@CalOES <Alex.Pal@CalOES.ca.gov>; Medigovich, Mitchell@CalOES <Mitchell.Medigovich@CalOES.ca.gov>; junei.chen@byd.com; Kim, Daniel@DGS <daniel.kim@dgs.ca.gov>
Subject: Re: California - Global Healthcare Product Solutions Master Supply Agreement

Hi Jennifer:

The US seller for BYD's mask business is Global Healthcare Product Solutions, LLC,

which is a subsidiary of BYD Co., Ltd and part of the company's product contract manufacturing division.

BYD North America Group is also a subsidiary of BYD Co., Ltd, but it is part of a different division in the Company that is responsible for making and selling clean energy and green transportation products – e.g., Solar, Battery-Energy Storage, and Commercial Battery-Electric Buses and Trucks.

Hope this helps!

Best,
John



John Zhuang, Esq. / Counsel

BYD America

1800 S Figueroa St, Los Angeles, CA
(213) 748-3980 [REDACTED]

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From: "Bollinger, Jennifer@CalOES" <Jennifer.Bollinger@caloes.ca.gov>

Date: Friday, April 3, 2020 at 8:12 PM

To: John Zhuang <john.zhuang@byd.com>

Cc: Oscar Su <oscar.su@byd.com>, "Pal, Alex@CalOES" <Alex.Pal@CalOES.ca.gov>, "Medigovich, Mitchell@CalOES" <Mitchell.Medigovich@CalOES.ca.gov>, Junei Chen <junei.chen@byd.com>, "Kim, Daniel@DGS" <daniel.kim@dgs.ca.gov>

Subject: RE: California - Global Healthcare Product Solutions Master Supply Agreement

John –

Hoping you could provide some clarification on the contracting entity. The MSA that was transmitted to Cal OES reflects Global Healthcare Product Solutions, LLC. I understood this to be a contract directly with BYD North America. Please advise as soon as you can.

Jennifer L. Bollinger (formerly Plescia)

Note New Email: Jennifer.Bollinger@caloes.ca.gov

Assistant Chief Counsel
Governor's Office of Emergency Services (Cal OES)
3650 Schriever Avenue
Mather, CA 95655
Office: (916) 845-8815
Cell: (916) 621-8523
Fax: (916) 845-8511
www.caloes.ca.gov

From: john.zhuang@byd.com <john.zhuang@byd.com>

Sent: Friday, April 3, 2020 7:28 PM

To: Bollinger, Jennifer@CalOES <Jennifer.Bollinger@caloes.ca.gov>

Cc: oscar.su@byd.com; Pal, Alex@CalOES <Alex.Pal@CalOES.ca.gov>; Medigovich, Mitchell@CalOES <Mitchell.Medigovich@CalOES.ca.gov>; junei.chen@byd.com

Subject: Re: California - Global Healthcare Product Solutions Master Supply Agreement

Jennifer:

Following up on my initial correspondence, I have worked with our team to fill in the volume and dollar figures in the MSA and PO – both documents are updated and ready for your review and, if needed, comments. On a separate thread with CalOES which you are on the copy (I've attached that e-mail here as well), Oscar has sent the identical updated documents to the CalOES team. I'm happy to keep this separate chain open for legal discussions or merge the discussion into one email chain at your preference. Happy to further discuss over a call if needed.

Best,
John



John Zhuang, Esq. / Counsel

BYD America

1800 S Figueroa St, Los Angeles, CA
(213) 748-3980 [REDACTED]

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From: John Zhuang <john.zhuang@byd.com>
Date: Friday, April 3, 2020 at 6:44 PM
To: "Bollinger, Jennifer@CalOES" <Jennifer.Bollinger@caloes.ca.gov>
Cc: Junei Chen <junei.chen@byd.com>, "Pal, Alex@CalOES" <Alex.Pal@CalOES.ca.gov>
Subject: Re: California - Global Healthcare Product Solutions Master Supply Agreement

Thank you Jennifer.



John Zhuang, Esq. / Counsel

BYD America
1800 S Figueroa St, Los Angeles, CA
(213) 748-3980 [REDACTED]

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From: "Bollinger, Jennifer@CalOES" <Jennifer.Bollinger@caloes.ca.gov>
Date: Friday, April 3, 2020 at 6:44 PM
To: John Zhuang <john.zhuang@byd.com>
Cc: Junei Chen <junei.chen@byd.com>, "Pal, Alex@CalOES" <Alex.Pal@CalOES.ca.gov>
Subject: RE: California - Global Healthcare Product Solutions Master Supply Agreement

John and Junei –

Just letting you know that we are on 24/7 at the state operations center and will be working on this throughout the night. We plan to be in touch to discuss the contract.

Best,

Jennifer L. Bollinger (formerly Plescia)
Note New Email: Jennifer.Bollinger@caloes.ca.gov
Assistant Chief Counsel
Governor's Office of Emergency Services (Cal OES)
3650 Schriever Avenue
Mather, CA 95655
Office: (916) 845-8815
Cell: (916) 621-8523
Fax: (916) 845-8511

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From: john.zhuang@byd.com <john.zhuang@byd.com>
Sent: Friday, April 3, 2020 2:23 PM
To: Bollinger, Jennifer@CalOES <Jennifer.Bollinger@caloes.ca.gov>; john.zhuang@byd.com
Cc: junei.chen@byd.com
Subject: California - Global Healthcare Product Solutions Master Supply Agreement

Hi Jennifer:

It's a pleasure to meet you over e-mail. I've taken the liberty of taking some of our other teammates to BCC in order to free up their inboxes. As discussed, please find attached our standard master supply agreement, approved by our HQ, that we've been executing with public and private entities around the United States for the sale of masks and related healthcare equipment. I've added an additional Schedule D to the MSA to discuss terms specific to our current transaction – i.e., production reservation fee and large volume commitments. In the interest of time, I've left date, dollars, and other variable blank for now. I will work on filling those figure in throughout today and tomorrow, but wanted to get you the template first.

Jennifer, we're excited to work with you and look forward to finalizing this Agreement soon. I've also copied my colleague Junei Chen from our legal department to this email chain so that she can also support our efforts. My contact information is below. Please don't hesitate to contact me should you need anything at all. I'm available at your disposal at all hours. In an effort to stay aligned during this short runway, I would greatly appreciate it if I could also have your cellphone number. Many thanks!

Best regards,

John Zhuang, Esq.
M: [REDACTED] (feel free to call or text)
E: john.zhuang@byd.com

From: John Zhuang <john.zhuang@byd.com>
Date: Friday, April 3, 2020 at 2:08 PM
To: Stella Li <stella.li@byd.com>, "trevor@frontlinesupport.org" <trevor@frontlinesupport.org>, "mark.ghilarducci@caloes.ca.gov" <mark.ghilarducci@caloes.ca.gov>, "christina.curry@caloes.ca.gov" <christina.curry@caloes.ca.gov>, "Mitchell.Medigovich@CalOES.ca.gov" <Mitchell.Medigovich@CalOES.ca.gov>, "jennifer.bollinger@caloes.ca.gov" <jennifer.bollinger@caloes.ca.gov>, "alex.pal@caloes.ca.gov" <alex.pal@caloes.ca.gov>, Oscar Su <oscar.su@byd.com>, Nancy Liu <nancy.liu@byd.com>
Cc: 'Shige Honjo' <shige@frontlinesupport.org>, "bryson@frontlinesupport.org"

<bryson@frontlinesupport.org>, 'Fan Dai' <fandai@frontlinesupport.org>, 'Jamie Gardner' <jamie@frontlinesupport.org>

Subject: Re: Connecting Everyone

Thank you, Stella and Trevor.

Mark, Jennifer, and team:

It was a pleasure to meet you over the phone. Jennifer, as discussed, I will send you our template master supply agreement for your review in the email subsequent to this email. Please feel free to reach out and further discuss the matter any time if you wish. Per Stella, our factory needs to know our confirmed next steps very soon in order to achieve our goals here, to that end we're targeting tomorrow night as the due date for the signing of this Agreement.

Best,
John



John Zhuang, Esq. / Counsel

BYD America

1800 S Figueroa St, Los Angeles, CA
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From: Stella Li <stella.li@byd.com>

Date: Friday, April 3, 2020 at 2:03 PM

To: "trevor@frontlinesupport.org" <trevor@frontlinesupport.org>, "mark.ghilarducci@caloes.ca.gov" <mark.ghilarducci@caloes.ca.gov>, "christina.curry@caloes.ca.gov" <christina.curry@caloes.ca.gov>, "Mitchell.Medigovich@CalOES.ca.gov" <Mitchell.Medigovich@CalOES.ca.gov>, "jennifer.bollinger@caloes.ca.gov" <jennifer.bollinger@caloes.ca.gov>, "alex.pal@caloes.ca.gov" <alex.pal@caloes.ca.gov>, Oscar Su <oscar.su@byd.com>, Nancy Liu <nancy.liu@byd.com>

Cc: 'Shige Honjo' <shige@frontlinesupport.org>, "bryson@frontlinesupport.org" <bryson@frontlinesupport.org>, 'Fan Dai' <fandai@frontlinesupport.org>, 'Jamie Gardner'

<jamie@frontlinesupport.org>, John Zhuang <john.zhuang@byd.com>

Subject: RE: Connecting Everyone

Dear Trevor

Thank you. I add John here.

Dear Mark and All the team

Thank you so much for the call today. John will work with Jennifer today and target to have our contract to be in place by end of tomorrow.

If you have any questions, please feel free to reach me at my cell [REDACTED] If need, we could have another conference call tomorrow to finalize everything.

Thank you for your trust. You could count on us.

Stay safe and have a nice weekend.

Stella Li | President | BYD Motors Inc.

1800 Figueroa, Los Angeles, CA90015

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From: trevor@frontlinesupport.org [<mailto:trevor@frontlinesupport.org>]

Sent: 2020年4月2日 21:06

To: mark.ghilarducci@caloes.ca.gov; christina.curry@caloes.ca.gov; Mitchell.Medigovich@CalOES.ca.gov; jennifer.bollinger@caloes.ca.gov; alex.pal@caloes.ca.gov; stella.li@byd.com; oscar.su@byd.com; nancy.liu@byd.com

Cc: 'Shige Honjo'; bryson@frontlinesupport.org; 'Fan Dai'; 'Jamie Gardner'

Subject: Connecting Everyone

CalOES and BYD,

Connecting you all on the same thread so everyone has each other's emails. BYD I have shared your proposal with the CalOES team who are looking forward to the call tomorrow at 1pm PST. Some of the core Frontline Support team members are on the CC line and are available to help support as needed.

Best,

Trevor Houser
Frontline Support

647 4th Street

Oakland, CA 94607

+ [REDACTED]

trevor@frontlinesupport.org

From: john.zhuang@byd.com
To: [Bollinger, Jennifer@CalOES](mailto:Bollinger.Jennifer@CalOES)
Cc: oscar.su@byd.com; [Pal, Alex@CalOES](mailto:Pal.Alex@CalOES); [Medigovich, Mitchell@CalOES](mailto:Medigovich.Mitchell@CalOES); junei.chen@byd.com; [Kim, Daniel@DGS](mailto:Kim.Daniel@DGS)
Subject: Re: California - Global Healthcare Product Solutions Master Supply Agreement
Date: Friday, April 3, 2020 11:51:28 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)
[image007.png](#)
[image008.png](#)
[image009.png](#)
[image010.png](#)
[image011.png](#)
[image012.png](#)

Jennifer: Please allow us to confer internally. We will revert a response shortly. My confirmed understanding from Stella is that FOB [REDACTED] is not available. -John

John Zhuang, Counsel
BYD America

On Fri, Apr 3, 2020 at 11:49 PM -0700, "Bollinger, Jennifer@CalOES"
<Jennifer.Bollinger@caloes.ca.gov> wrote:

We understood the attached email from Oscar to mean that the product can be delivered to [REDACTED] at the attached price. Please help understand the discrepancy in the offers.

Jennifer L. Bollinger (formerly Plescia)
Note New Email: Jennifer.Bollinger@caloes.ca.gov
Assistant Chief Counsel
Governor's Office of Emergency Services (Cal OES)
3650 Schriever Avenue
Mather, CA 95655
Office: (916) 845-8815
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Fax: (916) 845-8511
www.caloes.ca.gov

From: john.zhuang@byd.com <john.zhuang@byd.com>
Sent: Friday, April 3, 2020 11:28 PM
To: Bollinger, Jennifer@CalOES <Jennifer.Bollinger@caloes.ca.gov>
Cc: oscar.su@byd.com; Pal, Alex@CalOES <Alex.Pal@CalOES.ca.gov>; Medigovich, Mitchell@CalOES <Mitchell.Medigovich@CalOES.ca.gov>; junei.chen@byd.com; Kim, Daniel@DGS <daniel.kim@dgs.ca.gov>
Subject: Re: California - Global Healthcare Product Solutions Master Supply Agreement

Jennifer:

Outside of the below Guaranty, which I'm still waiting for an answer on, I had an immediate discussion with Stella regarding the State's request for BYD to deliver the goods FOB [REDACTED] which I inferred from the second party of the proposed Guaranty language.

Stella's initial feedback is as follows:

- The default contract provides for Intercom 2010 EXW Delivery Location. Delivery Location: [REDACTED]
- We can update that to Intercom 2010 FCA Delivery Location. Delivery Location: [REDACTED].
- Unfortunately, per Stella, we can't offer FOB [REDACTED] at present.

Does this work for the State?

Best,
John



John Zhuang, Esq. / Counsel

BYD America

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(213) 748-3980 [REDACTED]

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From: John Zhuang <john.zhuang@byd.com>

Date: Friday, April 3, 2020 at 11:13 PM

To: "Bollinger, Jennifer@CalOES" <Jennifer.Bollinger@caloes.ca.gov>

Cc: Oscar Su <oscar.su@byd.com>, "Pal, Alex@CalOES" <Alex.Pal@CalOES.ca.gov>, "Medigovich, Mitchell@CalOES" <Mitchell.Medigovich@CalOES.ca.gov>, Junei Chen <junei.chen@byd.com>, "Kim, Daniel@DGS" <daniel.kim@dgs.ca.gov>

Subject: Re: California - Global Healthcare Product Solutions Master Supply Agreement

Thanks Jennifer – I will run this down with our folks. Due to the geographical distance between our team, this might take a little longer than usual. I'll push or an answer and get back to you as soon as I can.



John Zhuang, Esq. / Counsel

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From: "Bollinger, Jennifer@CalOES" <Jennifer.Bollinger@caloes.ca.gov>

Date: Friday, April 3, 2020 at 11:09 PM

To: John Zhuang <john.zhuang@byd.com>

Cc: Oscar Su <oscar.su@byd.com>, "Pal, Alex@CalOES" <Alex.Pal@CalOES.ca.gov>, "Medigovich, Mitchell@CalOES" <Mitchell.Medigovich@CalOES.ca.gov>, Junei Chen <junei.chen@byd.com>, "Kim, Daniel@DGS" <daniel.kim@dgs.ca.gov>

Subject: RE: California - Global Healthcare Product Solutions Master Supply Agreement

John – The state's request in concept is:

BYD North America Group will issue a Guaranty Agreement for Global.

The Guaranty will provide for BYD North America Group to backstop Global's obligation to State of California with respect to refunding, as applicable, the portion of or all of California's prepayment to Global if any of the following events happen:

- (1) The N95 masks do not obtain NIOSH certification; or,
- (2) Failure to deliver N95 masks FOB [REDACTED] for any reason.

If you are able to obtain concept approval from BYD North America Group leadership, then we will work out the legal language.

Jennifer L. Bollinger (formerly Plescia)

Note New Email: Jennifer.Bollinger@caloes.ca.gov

Assistant Chief Counsel

Governor's Office of Emergency Services (Cal OES)

3650 Schriever Avenue

Mather, CA 95655

Office: (916) 845-8815

Cell: (916) 621-8523

Fax: (916) 845-8511
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From: john.zhuang@byd.com <john.zhuang@byd.com>
Sent: Friday, April 3, 2020 10:21 PM
To: Bollinger, Jennifer@CalOES <Jennifer.Bollinger@caloes.ca.gov>
Cc: oscar.su@byd.com; Pal, Alex@CalOES <Alex.Pal@CalOES.ca.gov>; Medigovich, Mitchell@CalOES <Mitchell.Medigovich@CalOES.ca.gov>; junei.chen@byd.com; Kim, Daniel@DGS <daniel.kim@dgs.ca.gov>
Subject: Re: California - Global Healthcare Product Solutions Master Supply Agreement

Hi Jennifer: My initial take is that this will be challenging as BYD North America Group is not allowed to be used for this purpose for a company in a separate division. With that said, let me speak with our leaders and run this issue down. Because this involves a long chain of approvals, I just want to make sure that I have the State's request right. Upon your confirmation, I'll speak with our leaders and seek their feedback. -JZ

Request:

BYD North America Group will issue a Guaranty Agreement for Global.

The Guaranty will provide for BYD North America Group to backstop Global's obligation to DGS with respect to refunding, as applicable, the proportion of or all of DGS prepayment to Global if any of the following three events happen:

- (1) The N95 masks do not obtain NIOSH certification; or,
- (2) Global defaults on its Equipment delivery obligations to DGS; or,
- (3) The masks are pulled from the market by the US Government.



John Zhuang, Esq. / Counsel

BYD America

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From: "Bollinger, Jennifer@CalOES" <Jennifer.Bollinger@caloes.ca.gov>
Date: Friday, April 3, 2020 at 10:08 PM

To: John Zhuang <john.zhuang@byd.com>

Cc: Oscar Su <oscar.su@byd.com>, "Pal, Alex@CalOES" <Alex.Pal@CalOES.ca.gov>, "Medigovich, Mitchell@CalOES" <Mitchell.Medigovich@CalOES.ca.gov>, Junei Chen <junei.chen@byd.com>, "Kim, Daniel@DGS" <daniel.kim@dgs.ca.gov>

Subject: RE: California - Global Healthcare Product Solutions Master Supply Agreement

John –

The State needs BYD North America along with the Parent Company to guarantee and be signatories to the agreement. Please let know if this requirement can be worked out on your end. Thank you,

Jennifer L. Bollinger (formerly Plescia)

Note New Email: Jennifer.Bollinger@caloes.ca.gov

Assistant Chief Counsel

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From: john.zhuang@byd.com <john.zhuang@byd.com>

Sent: Friday, April 3, 2020 9:46 PM

To: Bollinger, Jennifer@CalOES <Jennifer.Bollinger@caloes.ca.gov>

Cc: oscar.su@byd.com; Pal, Alex@CalOES <Alex.Pal@CalOES.ca.gov>; Medigovich, Mitchell@CalOES <Mitchell.Medigovich@CalOES.ca.gov>; junei.chen@byd.com; Kim, Daniel@DGS <daniel.kim@dgs.ca.gov>

Subject: Re: California - Global Healthcare Product Solutions Master Supply Agreement

Jennifer:

BYD Industrial Development can issue a Parent Company Guaranty for Global.

The PCG will cover Global's liability with respect to refunding, as applicable, the proportion or all of DGS prepayment to Global in the following two events:

- (1) The masks do not obtain NIOSH certification; or,
- (2) Global defaults on its Equipment delivery obligations to DGS.

Your third request, if the masks get held by a government, was read by us to mean if the masks are determined by the US government to be nonconforming and the government has pulled them from the market. If so, we can probably cover that scenario under the PCG as well.

Please let me know if that works.

Best,
John



John Zhuang, Esq. / Counsel

BYD America

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From: "Bollinger, Jennifer@CalOES" <Jennifer.Bollinger@caloes.ca.gov>

Date: Friday, April 3, 2020 at 9:30 PM

To: John Zhuang <john.zhuang@byd.com>

Cc: Oscar Su <oscar.su@byd.com>, "Pal, Alex@CalOES" <Alex.Pal@CalOES.ca.gov>, "Medigovich, Mitchell@CalOES" <Mitchell.Medigovich@CalOES.ca.gov>, Junei Chen <junei.chen@byd.com>, "Kim, Daniel@DGS" <daniel.kim@dgs.ca.gov>

Subject: RE: California - Global Healthcare Product Solutions Master Supply Agreement

John –

Thank you for the explanation. We would like to discuss BYD North America and BYD Industrial Development guaranteeing performance of the agreement, which would include covering the return of prepayment funds should the masks not obtain NIOSH certification, get held by a government, or any other nonperformance. If this warrants a phone conversation with Stella, we are available.

Jennifer L. Bollinger (formerly Plescia)

Note New Email: Jennifer.Bollinger@caloes.ca.gov

Assistant Chief Counsel

Governor's Office of Emergency Services (Cal OES)

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From: john.zhuang@byd.com <john.zhuang@byd.com>

Sent: Friday, April 3, 2020 8:55 PM

To: Bollinger, Jennifer@CalOES <Jennifer.Bollinger@caloes.ca.gov>

Cc: oscar.su@byd.com; Pal, Alex@CalOES <Alex.Pal@CalOES.ca.gov>; Medigovich, Mitchell@CalOES <Mitchell.Medigovich@CalOES.ca.gov>; junei.chen@byd.com; Kim, Daniel@DGS <daniel.kim@dgs.ca.gov>

Subject: Re: California - Global Healthcare Product Solutions Master Supply Agreement

Jennifer:

Sure, happy to help. BYD's contract manufacturing division started Global Healthcare Product Solutions earlier this year to sell healthcare products in the US. The impetus was to help provide relief for the COVID-19 outbreak. They picked the name because they wanted folks to recognize it as a business that sold healthcare products, not to be conflated with the EV / clean energy business.

Per our HQ's policy, this is the company that's approved to sell healthcare products to all public and private customers in the US. It has currently sold a lot of masks to both public and private customers in the US without any issues.

Attached:

- Certificate of Formation for Global Healthcare Product Solutions, LLC
- Certificate of Good Standing
- Membership List – It's owned by Shenzhen BYD Industrial Development Co., Ltd., which has an address of BYD's headquarters campus in Shenzhen at 3009 BYD Road, Pingshan District Shenzhen, P. R. China.

Best,
John



John Zhuang, Esq. / Counsel

BYD America

1800 S Figueroa St, Los Angeles, CA
(213) 748-3980 [REDACTED]

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From: "Bollinger, Jennifer@CalOES" <Jennifer.Bollinger@caloes.ca.gov>
Date: Friday, April 3, 2020 at 8:37 PM
To: John Zhuang <john.zhuang@byd.com>
Cc: Oscar Su <oscar.su@byd.com>, "Pal, Alex@CalOES" <Alex.Pal@CalOES.ca.gov>, "Medigovich, Mitchell@CalOES" <Mitchell.Medigovich@CalOES.ca.gov>, Junei Chen <junei.chen@byd.com>, "Kim, Daniel@DGS" <daniel.kim@dgs.ca.gov>
Subject: RE: California - Global Healthcare Product Solutions Master Supply Agreement

John –

Will you please send the corporate documents over so we can review for due diligence purposes?

Jennifer L. Bollinger (formerly Plescia)
Note New Email: Jennifer.Bollinger@caloes.ca.gov
Assistant Chief Counsel
Governor's Office of Emergency Services (Cal OES)
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Mather, CA 95655
Office: (916) 845-8815
Cell: (916) 621-8523
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From: john.zhuang@byd.com <john.zhuang@byd.com>
Sent: Friday, April 3, 2020 8:19 PM
To: Bollinger, Jennifer@CalOES <Jennifer.Bollinger@caloes.ca.gov>
Cc: oscar.su@byd.com; Pal, Alex@CalOES <Alex.Pal@CalOES.ca.gov>; Medigovich, Mitchell@CalOES <Mitchell.Medigovich@CalOES.ca.gov>; junei.chen@byd.com; Kim, Daniel@DGS <daniel.kim@dgs.ca.gov>
Subject: Re: California - Global Healthcare Product Solutions Master Supply Agreement

Hi Jennifer:

The US seller for BYD's mask business is Global Healthcare Product Solutions, LLC, which is a subsidiary of BYD Co., Ltd and part of the company's product contract manufacturing division.

BYD North America Group is also a subsidiary of BYD Co., Ltd, but it is part of a different division in the Company that is responsible for making and selling clean energy and green transportation products – e.g., Solar, Battery-Energy Storage, and Commercial Battery-Electric Buses and Trucks.

Hope this helps!

Best,
John



John Zhuang, Esq. / Counsel

BYD America

1800 S Figueroa St, Los Angeles, CA

(213) 748-3980 [REDACTED]

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From: "Bollinger, Jennifer@CalOES" <Jennifer.Bollinger@caloes.ca.gov>

Date: Friday, April 3, 2020 at 8:12 PM

To: John Zhuang <john.zhuang@byd.com>

Cc: Oscar Su <oscar.su@byd.com>, "Pal, Alex@CalOES" <Alex.Pal@CalOES.ca.gov>, "Medigovich, Mitchell@CalOES" <Mitchell.Medigovich@CalOES.ca.gov>, Junei Chen <junei.chen@byd.com>, "Kim, Daniel@DGS" <daniel.kim@dgs.ca.gov>

Subject: RE: California - Global Healthcare Product Solutions Master Supply Agreement

John –

Hoping you could provide some clarification on the contracting entity. The MSA that was transmitted to Cal OES reflects Global Healthcare Product Solutions, LLC. I understood this to be a contract directly with BYD North America. Please advise as soon as you can.

Jennifer L. Bollinger (formerly Plescia)

Note New Email: Jennifer.Bollinger@caloes.ca.gov

Assistant Chief Counsel

Governor's Office of Emergency Services (Cal OES)

3650 Schriever Avenue

Mather, CA 95655

Office: (916) 845-8815

Cell: (916) 621-8523

Fax: (916) 845-8511

www.caloes.ca.gov

From: john.zhuang@byd.com <john.zhuang@byd.com>

Sent: Friday, April 3, 2020 7:28 PM

To: Bollinger, Jennifer@CalOES <Jennifer.Bollinger@caloes.ca.gov>

Cc: oscar.su@byd.com; Pal, Alex@CalOES <Alex.Pal@CalOES.ca.gov>; Medigovich, Mitchell@CalOES <Mitchell.Medigovich@CalOES.ca.gov>; junei.chen@byd.com
Subject: Re: California - Global Healthcare Product Solutions Master Supply Agreement

Jennifer:

Following up on my initial correspondence, I have worked with our team to fill in the volume and dollar figures in the MSA and PO – both documents are updated and ready for your review and, if needed, comments. On a separate thread with CalOES which you are on the copy (I've attached that e-mail here as well), Oscar has sent the identical updated documents to the CalOES team. I'm happy to keep this separate chain open for legal discussions or merge the discussion into one email chain at your preference. Happy to further discuss over a call if needed.

Best,
John



John Zhuang, Esq. / Counsel

BYD America
1800 S Figueroa St, Los Angeles, CA
(213) 748-3980 [REDACTED]

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From: John Zhuang <john.zhuang@byd.com>
Date: Friday, April 3, 2020 at 6:44 PM
To: "Bollinger, Jennifer@CalOES" <Jennifer.Bollinger@caloes.ca.gov>
Cc: Junei Chen <junei.chen@byd.com>, "Pal, Alex@CalOES" <Alex.Pal@CalOES.ca.gov>
Subject: Re: California - Global Healthcare Product Solutions Master Supply Agreement

Thank you Jennifer.



John Zhuang, Esq. / Counsel

BYD America
1800 S Figueroa St, Los Angeles, CA
(213) 748-3980 [REDACTED]

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From: "Bollinger, Jennifer@CalOES" <Jennifer.Bollinger@caloes.ca.gov>
Date: Friday, April 3, 2020 at 6:44 PM
To: John Zhuang <john.zhuang@byd.com>
Cc: Junei Chen <junei.chen@byd.com>, "Pal, Alex@CalOES" <Alex.Pal@CalOES.ca.gov>
Subject: RE: California - Global Healthcare Product Solutions Master Supply Agreement

John and Junei –

Just letting you know that we are on 24/7 at the state operations center and will be working on this throughout the night. We plan to be in touch to discuss the contract.

Best,

Jennifer L. Bollinger (formerly Plescia)
Note New Email: Jennifer.Bollinger@caloes.ca.gov
Assistant Chief Counsel
Governor's Office of Emergency Services (Cal OES)
3650 Schriever Avenue
Mather, CA 95655
Office: (916) 845-8815
Cell: (916) 621-8523
Fax: (916) 845-8511
www.caloes.ca.gov

From: john.zhuang@byd.com <john.zhuang@byd.com>
Sent: Friday, April 3, 2020 2:23 PM
To: Bollinger, Jennifer@CalOES <Jennifer.Bollinger@caloes.ca.gov>; john.zhuang@byd.com
Cc: junei.chen@byd.com
Subject: California - Global Healthcare Product Solutions Master Supply Agreement

Hi Jennifer:

It's a pleasure to meet you over e-mail. I've taken the liberty of taking some of our other teammates to BCC in order to free up their inboxes. As discussed, please find attached our standard master supply agreement, approved by our HQ, that we've been executing with public and private entities around the United States for the sale of masks and related healthcare equipment. I've added an additional Schedule D to the MSA to discuss terms

specific to our current transaction – i.e., production reservation fee and large volume commitments. In the interest of time, I've left date, dollars, and other variable blank for now. I will work on filling those figure in throughout today and tomorrow, but wanted to get you the template first.

Jennifer, we're excited to work with you and look forward to finalizing this Agreement soon. I've also copied my colleague Junei Chen from our legal department to this email chain so that she can also support our efforts. My contact information is below. Please don't hesitate to contact me should you need anything at all. I'm available at your disposal at all hours. In an effort to stay aligned during this short runway, I would greatly appreciate it if I could also have your cellphone number. Many thanks!

Best regards,

John Zhuang, Esq.

M: [REDACTED] (feel free to call or text)

E: john.zhuang@byd.com

From: John Zhuang <john.zhuang@byd.com>

Date: Friday, April 3, 2020 at 2:08 PM

To: Stella Li <stella.li@byd.com>, "trevor@frontlinesupport.org" <trevor@frontlinesupport.org>, "mark.ghilarducci@caloes.ca.gov" <mark.ghilarducci@caloes.ca.gov>, "christina.curry@caloes.ca.gov" <christina.curry@caloes.ca.gov>, "Mitchell.Medigovich@CalOES.ca.gov" <Mitchell.Medigovich@CalOES.ca.gov>, "jennifer.bollinger@caloes.ca.gov" <jennifer.bollinger@caloes.ca.gov>, "alex.pal@caloes.ca.gov" <alex.pal@caloes.ca.gov>, Oscar Su <oscar.su@byd.com>, Nancy Liu <nancy.liu@byd.com>
Cc: 'Shige Honjo' <shige@frontlinesupport.org>, "bryson@frontlinesupport.org" <bryson@frontlinesupport.org>, 'Fan Dai' <fandai@frontlinesupport.org>, 'Jamie Gardner' <jamie@frontlinesupport.org>

Subject: Re: Connecting Everyone

Thank you, Stella and Trevor.

Mark, Jennifer, and team:

It was a pleasure to meet you over the phone. Jennifer, as discussed, I will send you our template master supply agreement for your review in the email subsequent to this email. Please feel free to reach out and further discuss the matter any time if you wish. Per Stella, our factory needs to know our confirmed next steps very soon in order to achieve our goals here, to that end we're targeting tomorrow night as the due date for the signing of this Agreement.

Best,

John



John Zhuang, Esq. / Counsel

BYD America

1800 S Figueroa St, Los Angeles, CA
(213) 748-3980 [REDACTED]

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From: Stella Li <stella.li@byd.com>

Date: Friday, April 3, 2020 at 2:03 PM

To: "trevor@frontlinesupport.org" <trevor@frontlinesupport.org>, "mark.ghilarducci@caloes.ca.gov" <mark.ghilarducci@caloes.ca.gov>, "christina.curry@caloes.ca.gov" <christina.curry@caloes.ca.gov>, "Mitchell.Medigovich@CalOES.ca.gov" <Mitchell.Medigovich@CalOES.ca.gov>, "jennifer.bollinger@caloes.ca.gov" <jennifer.bollinger@caloes.ca.gov>, "alex.pal@caloes.ca.gov" <alex.pal@caloes.ca.gov>, Oscar Su <oscar.su@byd.com>, Nancy Liu <nancy.liu@byd.com>

Cc: 'Shige Honjo' <shige@frontlinesupport.org>, "bryson@frontlinesupport.org" <bryson@frontlinesupport.org>, 'Fan Dai' <fandai@frontlinesupport.org>, 'Jamie Gardner' <jamie@frontlinesupport.org>, John Zhuang <john.zhuang@byd.com>

Subject: RE: Connecting Everyone

Dear Trevor

Thank you. I add John here.

Dear Mark and All the team

Thank you so much for the call today. John will work with Jennifer today and target to have our contract to be in place by end of tomorrow.

If you have any questions, please feel free to reach me at my cell [REDACTED] If need, we could have another conference call tomorrow to finalize everything.

Thank you for your trust. You could count on us.

Stay safe and have a nice weekend.

Stella Li | President | BYD Motors Inc.

1800 Figueroa, Los Angeles, CA90015

Toll Free:1-800-BYD-Auto

Tell:213-748-3980

Fax:213-748-3945

<http://www.byd.com>

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From: trevor@frontlinesupport.org [<mailto:trevor@frontlinesupport.org>]

Sent: 2020年4月2日 21:06

To: mark.ghilarducci@caloes.ca.gov; christina.curry@caloes.ca.gov;
Mitchell.Medigovich@CalOES.ca.gov; jennifer.bollinger@caloes.ca.gov; alex.pal@caloes.ca.gov;
stella.li@byd.com; oscar.su@byd.com; nancy.liu@byd.com

Cc: 'Shige Honjo'; bryson@frontlinesupport.org; 'Fan Dai'; 'Jamie Gardner'

Subject: Connecting Everyone

CalOES and BYD,

Connecting you all on the same thread so everyone has each other's emails. BYD I have shared your proposal with the CalOES team who are looking forward to the call tomorrow at 1pm PST. Some of the core Frontline Support team members are on the CC line and are available to help support as needed.

Best,

Trevor Houser

Frontline Support

647 4th Street

Oakland, CA 94607



trevor@frontlinesupport.org

From: john.zhuang@byd.com
To: Bollinger, Jennifer@CalOES
Cc: oscar.su@byd.com; Pal, Alex@CalOES; Medigovich, Mitchell@CalOES; junei.chen@byd.com; Kim, Daniel@DGS
Subject: Re: California - Global Healthcare Product Solutions Master Supply Agreement
Date: Friday, April 3, 2020 11:28:11 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)
[image007.png](#)
[image008.png](#)
[image009.png](#)
[image010.png](#)
[image011.png](#)
[image012.png](#)

Jennifer:

Outside of the below Guaranty, which I'm still waiting for an answer on, I had an immediate discussion with Stella regarding the State's request for BYD to deliver the goods FOB [REDACTED] which I inferred from the second party of the proposed Guaranty language.

Stella's initial feedback is as follows:

- The default contract provides for Intercom 2010 EXW Delivery Location. Delivery Location: [REDACTED]
- We can update that to Intercom 2010 FCA Delivery Location. Delivery Location: [REDACTED].
- Unfortunately, per Stella, we can't offer FOB [REDACTED] at present.

Does this work for the State?

Best,
John



John Zhuang, Esq. / Counsel

BYD America
1800 S Figueroa St, Los Angeles, CA
(213) 748-3980 [REDACTED]

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From: John Zhuang <john.zhuang@byd.com>
Date: Friday, April 3, 2020 at 11:13 PM
To: "Bollinger, Jennifer@CalOES" <Jennifer.Bollinger@caloes.ca.gov>
Cc: Oscar Su <oscar.su@byd.com>, "Pal, Alex@CalOES" <Alex.Pal@CalOES.ca.gov>, "Medigovich, Mitchell@CalOES" <Mitchell.Medigovich@CalOES.ca.gov>, Junei Chen <junei.chen@byd.com>, "Kim, Daniel@DGS" <daniel.kim@dgs.ca.gov>
Subject: Re: California - Global Healthcare Product Solutions Master Supply Agreement

Thanks Jennifer – I will run this down with our folks. Due to the geographical distance between our team, this might take a little longer than usual. I'll push or an answer and get back to you as soon as I can.



John Zhuang, Esq. / Counsel

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From: "Bollinger, Jennifer@CalOES" <Jennifer.Bollinger@caloes.ca.gov>
Date: Friday, April 3, 2020 at 11:09 PM
To: John Zhuang <john.zhuang@byd.com>
Cc: Oscar Su <oscar.su@byd.com>, "Pal, Alex@CalOES" <Alex.Pal@CalOES.ca.gov>, "Medigovich, Mitchell@CalOES" <Mitchell.Medigovich@CalOES.ca.gov>, Junei Chen <junei.chen@byd.com>, "Kim, Daniel@DGS" <daniel.kim@dgs.ca.gov>
Subject: RE: California - Global Healthcare Product Solutions Master Supply Agreement

John – The state's request in concept is:

BYD North America Group will issue a Guaranty Agreement for Global.

The Guaranty will provide for BYD North America Group to backstop Global's obligation to State of California with respect to refunding, as applicable, the portion of or all of California's prepayment to Global if any of the following events happen:

- (1) The N95 masks do not obtain NIOSH certification; or,
- (2) Failure to deliver N95 masks FOB [REDACTED] for any reason.

If you are able to obtain concept approval from BYD North America Group leadership, then we will work out the legal language.

Jennifer L. Bollinger (formerly Plescia)

Note New Email: Jennifer.Bollinger@caloes.ca.gov

Assistant Chief Counsel

Governor's Office of Emergency Services (Cal OES)

3650 Schriever Avenue

Mather, CA 95655

Office: (916) 845-8815

Cell: (916) 621-8523

Fax: (916) 845-8511

www.caloes.ca.gov

From: john.zhuang@byd.com <john.zhuang@byd.com>

Sent: Friday, April 3, 2020 10:21 PM

To: Bollinger, Jennifer@CalOES <Jennifer.Bollinger@caloes.ca.gov>

Cc: oscar.su@byd.com; Pal, Alex@CalOES <Alex.Pal@CalOES.ca.gov>; Medigovich, Mitchell@CalOES <Mitchell.Medigovich@CalOES.ca.gov>; junei.chen@byd.com; Kim, Daniel@DGS <daniel.kim@dgs.ca.gov>

Subject: Re: California - Global Healthcare Product Solutions Master Supply Agreement

Hi Jennifer: My initial take is that this will be challenging as BYD North America Group is not allowed to be used for this purpose for a company in a separate division. With that said, let me speak with our leaders and run this issue down. Because this involves a long chain of approvals, I just want to make sure that I have the State's request right. Upon your confirmation, I'll speak with our leaders and seek their feedback. -JZ

Request:

BYD North America Group will issue a Guaranty Agreement for Global.

The Guaranty will provide for BYD North America Group to backstop Global's obligation to DGS with respect to refunding, as applicable, the proportion of or all of DGS prepayment to Global if any of the following three events happen:

- (1) The N95 masks do not obtain NIOSH certification; or,
- (2) Global defaults on its Equipment delivery obligations to DGS; or,
- (3) The masks are pulled from the market by the US Government.



John Zhuang, Esq. / Counsel

BYD America

1800 S Figueroa St, Los Angeles, CA

(213) 748-3980 [REDACTED]

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Date: Friday, April 3, 2020 at 10:08 PM
To: John Zhuang <john.zhuang@byd.com>
Cc: Oscar Su <oscar.su@byd.com>, "Pal, Alex@CalOES" <Alex.Pal@CalOES.ca.gov>, "Medigovich, Mitchell@CalOES" <Mitchell.Medigovich@CalOES.ca.gov>, Junei Chen <junei.chen@byd.com>, "Kim, Daniel@DGS" <daniel.kim@dgs.ca.gov>
Subject: RE: California - Global Healthcare Product Solutions Master Supply Agreement

John –

The State needs BYD North America along with the Parent Company to guarantee and be signatories to the agreement. Please let know if this requirement can be worked out on your end. Thank you,

Jennifer L. Bollinger (formerly Plescia)
Note New Email: Jennifer.Bollinger@caloes.ca.gov
Assistant Chief Counsel
Governor's Office of Emergency Services (Cal OES)
3650 Schriever Avenue
Mather, CA 95655
Office: (916) 845-8815
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From: john.zhuang@byd.com <john.zhuang@byd.com>
Sent: Friday, April 3, 2020 9:46 PM
To: Bollinger, Jennifer@CalOES <Jennifer.Bollinger@caloes.ca.gov>
Cc: oscar.su@byd.com; Pal, Alex@CalOES <Alex.Pal@CalOES.ca.gov>; Medigovich, Mitchell@CalOES <Mitchell.Medigovich@CalOES.ca.gov>; junei.chen@byd.com; Kim, Daniel@DGS <daniel.kim@dgs.ca.gov>
Subject: Re: California - Global Healthcare Product Solutions Master Supply Agreement

Jennifer:

BYD Industrial Development can issue a Parent Company Guaranty for Global.

The PCG will cover Global's liability with respect to refunding, as applicable, the proportion or all of DGS prepayment to Global in the following two events:

- (1) The masks do not obtain NIOSH certification; or,
- (2) Global defaults on its Equipment delivery obligations to DGS.

Your third request, if the masks get held by a government, was read by us to mean if the masks are determined by the US government to be nonconforming and the government has pulled them from the market. If so, we can probably cover that scenario under the PCG as well.

Please let me know if that works.

Best,
John



John Zhuang, Esq. / Counsel

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From: "Bollinger, Jennifer@CalOES" <Jennifer.Bollinger@caloes.ca.gov>

Date: Friday, April 3, 2020 at 9:30 PM

To: John Zhuang <john.zhuang@byd.com>

Cc: Oscar Su <oscar.su@byd.com>, "Pal, Alex@CalOES" <Alex.Pal@CalOES.ca.gov>, "Medigovich, Mitchell@CalOES" <Mitchell.Medigovich@CalOES.ca.gov>, Junei Chen <junei.chen@byd.com>, "Kim, Daniel@DGS" <daniel.kim@dgs.ca.gov>

Subject: RE: California - Global Healthcare Product Solutions Master Supply Agreement

John –

Thank you for the explanation. We would like to discuss BYD North America and BYD Industrial Development guaranteeing performance of the agreement, which would include covering the return of prepayment funds should the masks not obtain NIOSH certification, get held by a government, or

any other nonperformance. If this warrants a phone conversation with Stella, we are available.

Jennifer L. Bollinger (formerly Plescia)

Note New Email: Jennifer.Bollinger@caloes.ca.gov

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From: john.zhuang@byd.com <john.zhuang@byd.com>

Sent: Friday, April 3, 2020 8:55 PM

To: Bollinger, Jennifer@CalOES <Jennifer.Bollinger@caloes.ca.gov>

Cc: oscar.su@byd.com; Pal, Alex@CalOES <Alex.Pal@CalOES.ca.gov>; Medigovich, Mitchell@CalOES <Mitchell.Medigovich@CalOES.ca.gov>; junei.chen@byd.com; Kim, Daniel@DGS <daniel.kim@dgs.ca.gov>

Subject: Re: California - Global Healthcare Product Solutions Master Supply Agreement

Jennifer:

Sure, happy to help. BYD's contract manufacturing division started Global Healthcare Product Solutions earlier this year to sell healthcare products in the US. The impetus was to help provide relief for the COVID-19 outbreak. They picked the name because they wanted folks to recognize it as a business that sold healthcare products, not to be conflated with the EV / clean energy business.

Per our HQ's policy, this is the company that's approved to sell healthcare products to all public and private customers in the US. It has currently sold a lot of masks to both public and private customers in the US without any issues.

Attached:

- Certificate of Formation for Global Healthcare Product Solutions, LLC
- Certificate of Good Standing
- Membership List – It's owned by Shenzhen BYD Industrial Development Co., Ltd., which has an address of BYD's headquarters campus in Shenzhen at 3009 BYD Road, Pingshan District Shenzhen, P. R. China.

Best,
John



John Zhuang, Esq. / Counsel

BYD America
1800 S Figueroa St, Los Angeles, CA
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Date: Friday, April 3, 2020 at 8:37 PM
To: John Zhuang <john.zhuang@byd.com>
Cc: Oscar Su <oscar.su@byd.com>, "Pal, Alex@CalOES" <Alex.Pal@CalOES.ca.gov>, "Medigovich, Mitchell@CalOES" <Mitchell.Medigovich@CalOES.ca.gov>, Junei Chen <junei.chen@byd.com>, "Kim, Daniel@DGS" <daniel.kim@dgs.ca.gov>
Subject: RE: California - Global Healthcare Product Solutions Master Supply Agreement

John –

Will you please send the corporate documents over so we can review for due diligence purposes?

Jennifer L. Bollinger (formerly Plescia)
Note New Email: Jennifer.Bollinger@caloes.ca.gov
Assistant Chief Counsel
Governor's Office of Emergency Services (Cal OES)
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Mather, CA 95655
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To: Bollinger, Jennifer@CalOES <Jennifer.Bollinger@caloes.ca.gov>
Cc: oscar.su@byd.com; Pal, Alex@CalOES <Alex.Pal@CalOES.ca.gov>; Medigovich, Mitchell@CalOES <Mitchell.Medigovich@CalOES.ca.gov>; junei.chen@byd.com; Kim, Daniel@DGS <daniel.kim@dgs.ca.gov>
Subject: Re: California - Global Healthcare Product Solutions Master Supply Agreement

Hi Jennifer:

The US seller for BYD's mask business is Global Healthcare Product Solutions, LLC, which is a subsidiary of BYD Co., Ltd and part of the company's product contract manufacturing division.

BYD North America Group is also a subsidiary of BYD Co., Ltd, but it is part of a different division in the Company that is responsible for making and selling clean energy and green transportation products – e.g., Solar, Battery-Energy Storage, and Commercial Battery-Electric Buses and Trucks.

Hope this helps!

Best,
John



John Zhuang, Esq. / Counsel

BYD America

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Date: Friday, April 3, 2020 at 8:12 PM

To: John Zhuang <john.zhuang@byd.com>

Cc: Oscar Su <oscar.su@byd.com>, "Pal, Alex@CalOES" <Alex.Pal@CalOES.ca.gov>, "Medigovich, Mitchell@CalOES" <Mitchell.Medigovich@CalOES.ca.gov>, Junei Chen <junei.chen@byd.com>, "Kim, Daniel@DGS" <daniel.kim@dgs.ca.gov>

Subject: RE: California - Global Healthcare Product Solutions Master Supply Agreement

John –

Hoping you could provide some clarification on the contracting entity. The MSA that was transmitted to Cal OES reflects Global Healthcare Product Solutions, LLC. I understood this to be a contract directly with BYD North America. Please advise as soon as you can.

Jennifer L. Bollinger (formerly Plescia)

Note New Email: Jennifer.Bollinger@caloes.ca.gov

Assistant Chief Counsel
Governor's Office of Emergency Services (Cal OES)
3650 Schriever Avenue
Mather, CA 95655
Office: (916) 845-8815
Cell: (916) 621-8523
Fax: (916) 845-8511
www.caloes.ca.gov

From: john.zhuang@byd.com <john.zhuang@byd.com>

Sent: Friday, April 3, 2020 7:28 PM

To: Bollinger, Jennifer@CalOES <Jennifer.Bollinger@caloes.ca.gov>

Cc: oscar.su@byd.com; Pal, Alex@CalOES <Alex.Pal@CalOES.ca.gov>; Medigovich, Mitchell@CalOES <Mitchell.Medigovich@CalOES.ca.gov>; junei.chen@byd.com

Subject: Re: California - Global Healthcare Product Solutions Master Supply Agreement

Jennifer:

Following up on my initial correspondence, I have worked with our team to fill in the volume and dollar figures in the MSA and PO – both documents are updated and ready for your review and, if needed, comments. On a separate thread with CalOES which you are on the copy (I've attached that e-mail here as well), Oscar has sent the identical updated documents to the CalOES team. I'm happy to keep this separate chain open for legal discussions or merge the discussion into one email chain at your preference. Happy to further discuss over a call if needed.

Best,
John



John Zhuang, Esq. / Counsel

BYD America

1800 S Figueroa St, Los Angeles, CA
(213) 748-3980 [REDACTED]

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From: John Zhuang <john.zhuang@byd.com>

Date: Friday, April 3, 2020 at 6:44 PM

To: "Bollinger, Jennifer@CalOES" <Jennifer.Bollinger@caloes.ca.gov>

Cc: Junei Chen <junei.chen@byd.com>, "Pal, Alex@CalOES" <Alex.Pal@CalOES.ca.gov>

Subject: Re: California - Global Healthcare Product Solutions Master Supply Agreement

Thank you Jennifer.



John Zhuang, Esq. / Counsel

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Subject: RE: California - Global Healthcare Product Solutions Master Supply Agreement

John and Junei –

Just letting you know that we are on 24/7 at the state operations center and will be working on this throughout the night. We plan to be in touch to discuss the contract.

Best,

Jennifer L. Bollinger (formerly Plescia)

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From: john.zhuang@byd.com <john.zhuang@byd.com>
Sent: Friday, April 3, 2020 2:23 PM
To: Bollinger, Jennifer@CalOES <Jennifer.Bollinger@caloes.ca.gov>; john.zhuang@byd.com
Cc: junei.chen@byd.com
Subject: California - Global Healthcare Product Solutions Master Supply Agreement

Hi Jennifer:

It's a pleasure to meet you over e-mail. I've taken the liberty of taking some of our other teammates to BCC in order to free up their inboxes. As discussed, please find attached our standard master supply agreement, approved by our HQ, that we've been executing with public and private entities around the United States for the sale of masks and related healthcare equipment. I've added an additional Schedule D to the MSA to discuss terms specific to our current transaction – i.e., production reservation fee and large volume commitments. In the interest of time, I've left date, dollars, and other variable blank for now. I will work on filling those figure in throughout today and tomorrow, but wanted to get you the template first.

Jennifer, we're excited to work with you and look forward to finalizing this Agreement soon. I've also copied my colleague Junei Chen from our legal department to this email chain so that she can also support our efforts. My contact information is below. Please don't hesitate to contact me should you need anything at all. I've available at your disposal at all hours. In an effort to stay aligned during this short runway, I would greatly appreciate it if I could also have your cellphone number. Many thanks!

Best regards,

John Zhuang, Esq.
M: [REDACTED] (feel free to call or text)
E: john.zhuang@byd.com

From: John Zhuang <john.zhuang@byd.com>
Date: Friday, April 3, 2020 at 2:08 PM
To: Stella Li <stella.li@byd.com>, "trevor@frontlinesupport.org" <trevor@frontlinesupport.org>, "mark.ghilarducci@caloes.ca.gov" <mark.ghilarducci@caloes.ca.gov>, "christina.curry@caloes.ca.gov" <christina.curry@caloes.ca.gov>, "Mitchell.Medigovich@CalOES.ca.gov" <Mitchell.Medigovich@CalOES.ca.gov>, "jennifer.bollinger@caloes.ca.gov" <jennifer.bollinger@caloes.ca.gov>, "alex.pal@caloes.ca.gov" <alex.pal@caloes.ca.gov>, Oscar Su <oscar.su@byd.com>, Nancy Liu <nancy.liu@byd.com>
Cc: 'Shige Honjo' <shige@frontlinesupport.org>, "bryson@frontlinesupport.org" <bryson@frontlinesupport.org>, 'Fan Dai' <fandai@frontlinesupport.org>, 'Jamie Gardner' <jamie@frontlinesupport.org>

Subject: Re: Connecting Everyone

Thank you, Stella and Trevor.

Mark, Jennifer, and team:

It was a pleasure to meet you over the phone. Jennifer, as discussed, I will send you our template master supply agreement for your review in the email subsequent to this email. Please feel free to reach out and further discuss the matter any time if you wish. Per Stella, our factory needs to know our confirmed next steps very soon in order to achieve our goals here, to that end we're targeting tomorrow night as the due date for the signing of this Agreement.

Best,
John



John Zhuang, Esq. / Counsel

BYD America

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To: "trevor@frontlinesupport.org" <trevor@frontlinesupport.org>, "mark.ghilarducci@caloes.ca.gov" <mark.ghilarducci@caloes.ca.gov>, "christina.curry@caloes.ca.gov" <christina.curry@caloes.ca.gov>, "Mitchell.Medigovich@CalOES.ca.gov" <Mitchell.Medigovich@CalOES.ca.gov>, "jennifer.bollinger@caloes.ca.gov" <jennifer.bollinger@caloes.ca.gov>, "alex.pal@caloes.ca.gov" <alex.pal@caloes.ca.gov>, Oscar Su <oscar.su@byd.com>, Nancy Liu <nancy.liu@byd.com>

Cc: 'Shige Honjo' <shige@frontlinesupport.org>, "bryson@frontlinesupport.org" <bryson@frontlinesupport.org>, 'Fan Dai' <fandai@frontlinesupport.org>, 'Jamie Gardner' <jamie@frontlinesupport.org>, John Zhuang <john.zhuang@byd.com>

Subject: RE: Connecting Everyone

Dear Trevor
Thank you. I add John here.

Dear Mark and All the team

Thank you so much for the call today. John will work with Jennifer today and target to have our contract to be in place by end of tomorrow.

If you have any questions, please feel free to reach me at my cell [REDACTED] If need, we could have another conference call tomorrow to finalize everything.

Thank you for your trust. You could count on us.

Stay safe and have a nice weekend.

Stella Li | President | BYD Motors Inc.
1800 Figueroa, Los Angeles, CA90015
Toll Free:1-800-BYD-Auto
Tell:213-748-3980
Fax:213-748-3945
<http://www.byd.com>

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From: trevor@frontlinesupport.org [<mailto:trevor@frontlinesupport.org>]

Sent: 2020年4月2日 21:06

To: mark.ghilarducci@caloes.ca.gov; christina.curry@caloes.ca.gov;
Mitchell.Medigovich@CalOES.ca.gov; jennifer.bollinger@caloes.ca.gov; alex.pal@caloes.ca.gov;
stella.li@byd.com; oscar.su@byd.com; nancy.liu@byd.com

Cc: 'Shige Honjo'; bryson@frontlinesupport.org; 'Fan Dai'; 'Jamie Gardner'

Subject: Connecting Everyone

CalOES and BYD,

Connecting you all on the same thread so everyone has each other's emails. BYD I have shared your proposal with the CalOES team who are looking forward to the call tomorrow at 1pm PST. Some of the core Frontline Support team members are on the CC line and are available to help support as needed.

Best,

Trevor Houser
Frontline Support
647 4th Street
Oakland, CA 94607
+ [REDACTED]

trevor@frontlinesupport.org

From: john.zhuang@byd.com
To: [Bollinger, Jennifer@CalOES](mailto:Bollinger.Jennifer@CalOES)
Cc: oscar.su@byd.com; [Pal, Alex@CalOES](mailto:Pal.Alex@CalOES); [Medigovich, Mitchell@CalOES](mailto:Medigovich.Mitchell@CalOES); junei.chen@byd.com; [Kim, Daniel@DGS](mailto:Kim.Daniel@DGS)
Subject: Re: California - Global Healthcare Product Solutions Master Supply Agreement
Date: Friday, April 3, 2020 9:33:03 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)
[image007.png](#)
[image008.png](#)
[image009.png](#)

Received – let me take this internally and revert.



John Zhuang, Esq. / Counsel

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Date: Friday, April 3, 2020 at 9:30 PM
To: John Zhuang <john.zhuang@byd.com>
Cc: Oscar Su <oscar.su@byd.com>, "Pal, Alex@CalOES" <Alex.Pal@CalOES.ca.gov>, "Medigovich, Mitchell@CalOES" <Mitchell.Medigovich@CalOES.ca.gov>, Junei Chen <junei.chen@byd.com>, "Kim, Daniel@DGS" <daniel.kim@dgs.ca.gov>
Subject: RE: California - Global Healthcare Product Solutions Master Supply Agreement

John –

Thank you for the explanation. We would like to discuss BYD North America and BYD Industrial Development guaranteeing performance of the agreement, which would include covering the return of prepayment funds should the masks not obtain NIOSH certification, get held by a government, or any other nonperformance. If this warrants a phone conversation with Stella, we are available.

Jennifer L. Bollinger (formerly Plescia)

Note New Email: Jennifer.Bollinger@caloes.ca.gov

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Governor's Office of Emergency Services (Cal OES)
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Mather, CA 95655
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From: john.zhuang@byd.com <john.zhuang@byd.com>

Sent: Friday, April 3, 2020 8:55 PM

To: Bollinger, Jennifer@CalOES <Jennifer.Bollinger@caloes.ca.gov>

Cc: oscar.su@byd.com; Pal, Alex@CalOES <Alex.Pal@CalOES.ca.gov>; Medigovich, Mitchell@CalOES <Mitchell.Medigovich@CalOES.ca.gov>; junei.chen@byd.com; Kim, Daniel@DGS <daniel.kim@dgs.ca.gov>

Subject: Re: California - Global Healthcare Product Solutions Master Supply Agreement

Jennifer:

Sure, happy to help. BYD's contract manufacturing division started Global Healthcare Product Solutions earlier this year to sell healthcare products in the US. The impetus was to help provide relief for the COVID-19 outbreak. They picked the name because they wanted folks to recognize it as a business that sold healthcare products, not to be conflated with the EV / clean energy business.

Per our HQ's policy, this is the company that's approved to sell healthcare products to all public and private customers in the US. It has currently sold a lot of masks to both public and private customers in the US without any issues.

Attached:

- Certificate of Formation for Global Healthcare Product Solutions, LLC
- Certificate of Good Standing
- Membership List – It's owned by Shenzhen BYD Industrial Development Co., Ltd., which has an address of BYD's headquarters campus in Shenzhen at 3009 BYD Road, Pingshan District Shenzhen, P. R. China.

Best,
John



John Zhuang, Esq. / Counsel

BYD America

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From: "Bollinger, Jennifer@CalOES" <Jennifer.Bollinger@caloes.ca.gov>
Date: Friday, April 3, 2020 at 8:37 PM
To: John Zhuang <john.zhuang@byd.com>
Cc: Oscar Su <oscar.su@byd.com>, "Pal, Alex@CalOES" <Alex.Pal@CalOES.ca.gov>, "Medigovich, Mitchell@CalOES" <Mitchell.Medigovich@CalOES.ca.gov>, Junei Chen <junei.chen@byd.com>, "Kim, Daniel@DGS" <daniel.kim@dgs.ca.gov>
Subject: RE: California - Global Healthcare Product Solutions Master Supply Agreement

John –

Will you please send the corporate documents over so we can review for due diligence purposes?

Jennifer L. Bollinger (formerly Plescia)
Note New Email: Jennifer.Bollinger@caloes.ca.gov
Assistant Chief Counsel
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From: john.zhuang@byd.com <john.zhuang@byd.com>
Sent: Friday, April 3, 2020 8:19 PM
To: Bollinger, Jennifer@CalOES <Jennifer.Bollinger@caloes.ca.gov>
Cc: oscar.su@byd.com; Pal, Alex@CalOES <Alex.Pal@CalOES.ca.gov>; Medigovich, Mitchell@CalOES <Mitchell.Medigovich@CalOES.ca.gov>; junei.chen@byd.com; Kim, Daniel@DGS <daniel.kim@dgs.ca.gov>
Subject: Re: California - Global Healthcare Product Solutions Master Supply Agreement

Hi Jennifer:

The US seller for BYD's mask business is Global Healthcare Product Solutions, LLC, which is a subsidiary of BYD Co., Ltd and part of the company's product contract manufacturing division.

BYD North America Group is also a subsidiary of BYD Co., Ltd, but it is part of a different division in the Company that is responsible for making and selling clean energy and green transportation products – e.g., Solar, Battery-Energy Storage, and Commercial Battery-Electric Buses and Trucks.

Hope this helps!

Best,
John



John Zhuang, Esq. / Counsel

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Date: Friday, April 3, 2020 at 8:12 PM
To: John Zhuang <john.zhuang@byd.com>
Cc: Oscar Su <oscar.su@byd.com>, "Pal, Alex@CalOES" <Alex.Pal@CalOES.ca.gov>, "Medigovich, Mitchell@CalOES" <Mitchell.Medigovich@CalOES.ca.gov>, Junei Chen <junei.chen@byd.com>, "Kim, Daniel@DGS" <daniel.kim@dgs.ca.gov>
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Cc: Junei Chen <junei.chen@byd.com>, "Pal, Alex@CalOES" <Alex.Pal@CalOES.ca.gov>

Subject: Re: California - Global Healthcare Product Solutions Master Supply Agreement

Thank you Jennifer.



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To: Bollinger, Jennifer@CalOES <Jennifer.Bollinger@caloes.ca.gov>; john.zhuang@byd.com

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Subject: Re: Connecting Everyone

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John



John Zhuang, Esq. / Counsel

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Stay safe and have a nice weekend.

Stella Li | President | BYD Motors Inc.

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Cc: 'Shige Honjo'; bryson@frontlinesupport.org; 'Fan Dai'; 'Jamie Gardner'

Subject: Connecting Everyone

CalOES and BYD,

Connecting you all on the same thread so everyone has each other's emails. BYD I have shared your proposal with the CalOES team who are looking forward to the call tomorrow at 1pm PST. Some of the core Frontline Support team members are on the CC line and are available to help support as needed.

Best,

Trevor Houser

Frontline Support

647 4th Street

Oakland, CA 94607

+ [REDACTED]

trevor@frontlinesupport.org

From: john.zhuang@byd.com
To: [Bollinger, Jennifer@CalOES](mailto:Bollinger_Jennifer@CalOES)
Subject: Re: California - Global Healthcare Product Solutions Master Supply Agreement
Date: Saturday, April 4, 2020 2:57:07 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[MASTER SUPPLY AGREEMENT Health Products California \(v2 BYD Redline\).docx](#)

Per your request, please see attached.



John Zhuang, Esq. / Counsel

BYD America
1800 S Figueroa St, Los Angeles, CA
(213) 748-3980 [REDACTED]

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From: John Zhuang <john.zhuang@byd.com>
Date: Saturday, April 4, 2020 at 2:51 PM
To: "Bollinger, Jennifer@CalOES" <Jennifer.Bollinger@caloes.ca.gov>
Subject: Re: California - Global Healthcare Product Solutions Master Supply Agreement

Let me do that right now.



John Zhuang, Esq. / Counsel

BYD America
1800 S Figueroa St, Los Angeles, CA
(213) 748-3980 [REDACTED]

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From: "Bollinger, Jennifer@CalOES" <Jennifer.Bollinger@caloes.ca.gov>
Date: Saturday, April 4, 2020 at 2:50 PM
To: John Zhuang <john.zhuang@byd.com>

Subject: RE: California - Global Healthcare Product Solutions Master Supply Agreement

Will you send me a redline so I can see what has changed?

Jennifer L. Bollinger (formerly Plescia)

Note New Email: Jennifer.Bollinger@caloes.ca.gov

Assistant Chief Counsel

Governor's Office of Emergency Services (Cal OES)

3650 Schriever Avenue

Mather, CA 95655

Office: (916) 845-8815

Cell: (916) 621-8523

Fax: (916) 845-8511

www.caloes.ca.gov

From: john.zhuang@byd.com <john.zhuang@byd.com>

Sent: Saturday, April 4, 2020 2:35 PM

To: Bollinger, Jennifer@CalOES <Jennifer.Bollinger@caloes.ca.gov>

Subject: Re: California - Global Healthcare Product Solutions Master Supply Agreement

Jennifer:

As discussed, please find attached our updated MSA. The PO received no updates.

Key edits:

- We added an Appendix E where we included a very limited number of terms from the General Provision that haven't been covered by the MSA.
- We were able to get a limited guaranty approved whereby Int'l Development and North America Group will guaranty the delivery and NIOSH-certification.
- As a general requirement from our HQ, with respect to warranty terms, these masks are disposable medical masks and we make the to the specifications and they are printed on the box that the masks come in. HQ is clear that they make no additional warranties beyond that including any implied warranty of durability, or merchantability, or fitness for a particular purpose, all of which are expressly disclaimed. This is because we can't anticipate all possible usage cases for these products, beyond what's stated in the specifications on the product box. By way of drawing a example, they're made for medical use and you can't use them to prevent exposure to toxic or radioactive industrial chemicals.

As always, happy to further discuss as always. Please feel free to call me whenever you need.

Best regards,
John

John Zhuang, Esq. / Counsel



BYD America
1800 S Figueroa St, Los Angeles, CA
(213) 748-3980 [REDACTED]

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From: John Zhuang <john.zhuang@byd.com>
Date: Saturday, April 4, 2020 at 2:16 PM
To: "Bollinger, Jennifer@CalOES" <Jennifer.Bollinger@caloes.ca.gov>
Subject: Re: California - Global Healthcare Product Solutions Master Supply Agreement

Thanks for checking in Jennifer – wrapping up and will revert a draft in the next half hour.



John Zhuang, Esq. / Counsel
BYD America
1800 S Figueroa St, Los Angeles, CA
(213) 748-3980 [REDACTED]

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From: "Bollinger, Jennifer@CalOES" <Jennifer.Bollinger@caloes.ca.gov>
Date: Saturday, April 4, 2020 at 2:15 PM
To: John Zhuang <john.zhuang@byd.com>
Subject: Re: California - Global Healthcare Product Solutions Master Supply Agreement

Checking in to see if you have anything coming my way that I can start looking at. Thanks,

Sent from my iPhone

On Apr 4, 2020, at 12:47 PM, "john.zhuang@byd.com" <john.zhuang@byd.com> wrote:

Hi Jennifer:

Given the large and unique nature of this transaction, which substantially differs from the commodity goods purchase that is the hand sanitizers, we would really have to insist on using our MSA if at all possible. We would not be opposed to attached a mutually agreed to version of your General Provision as an attachment to the MSA. As I understanding it, Oscar is having a discussion on this matter with the State now. In the meant time, we will keep redlining the General Provision with that concept in mind as we await his feedback.

Best,
John

<image001.png> **John Zhuang, Esq.** / Counsel

BYD America
1800 S Figueroa St, Los Angeles, CA
(213) 748-3980 [REDACTED]

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From: "Bollinger, Jennifer@CalOES" <Jennifer.Bollinger@caloes.ca.gov>

Date: Saturday, April 4, 2020 at 12:43 PM

To: John Zhuang <john.zhuang@byd.com>, Oscar Su <oscar.su@byd.com>

Cc: "Pal, Alex@CalOES" <Alex.Pal@CalOES.ca.gov>, "Medigovich, Mitchell@CalOES" <Mitchell.Medigovich@CalOES.ca.gov>, Junei Chen <junei.chen@byd.com>, "Kim, Daniel@DGS" <daniel.kim@dgs.ca.gov>

Subject: RE: California - Global Healthcare Product Solutions Master Supply Agreement

There is a purchase order ("PO") cover sheet that will reflect the key terms and incorporate exhibits by reference, including the State's General Terms and Conditions, exhibit D – special terms, and any other exhibits. While we appreciate your team offering to use the MSA, we do need to adhere to the State's General T&Cs as closely as possible. I anticipate the T&Cs not being a big issue for Global Health considering, from what I understand, an agreement for hand sanitizer was already executed that incorporated the same T&Cs. Some of the other items I think we need to get clear language/terms around include:

1. Delivery location
2. Delivery schedule - confirm weekly shipments and quantities - that will depend on assumptions re: how long it takes from NIOSH

- certification (anticipated 4/24) and production
3. Payment schedule and terms
 4. Guarantor

Jennifer L. Bollinger (formerly Plescia)

Note New Email: Jennifer.Bollinger@caloes.ca.gov

Assistant Chief Counsel

Governor's Office of Emergency Services (Cal OES)

3650 Schriever Avenue

Mather, CA 95655

Office: (916) 845-8815

Cell: (916) 621-8523

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From: john.zhuang@byd.com <john.zhuang@byd.com>

Sent: Saturday, April 4, 2020 12:26 PM

To: Bollinger, Jennifer@CalOES <Jennifer.Bollinger@caloes.ca.gov>; oscar.su@byd.com

Cc: Pal, Alex@CalOES <Alex.Pal@CalOES.ca.gov>; Medigovich, Mitchell@CalOES <Mitchell.Medigovich@CalOES.ca.gov>; junei.chen@byd.com; Kim, Daniel@DGS <daniel.kim@dgs.ca.gov>

Subject: Re: California - Global Healthcare Product Solutions Master Supply Agreement

Thanks Jennifer. Agreed.

A quick question, I noticed in the documents you sent over there's an Exhibit D, a PO, and a General Terms and Condition. What would be the main contract document that references all of these documents? We would still prefer to use our MSA in the interest of time and Oscar will address this issue with the State now.

Best,
John

<image002.png> **John Zhuang, Esq.** / Counsel

BYD America

1800 S Figueroa St, Los Angeles, CA

(213) 748-3980 [REDACTED]

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From: "Bollinger, Jennifer@CalOES" <Jennifer.Bollinger@caloes.ca.gov>

Date: Saturday, April 4, 2020 at 12:23 PM

To: John Zhuang <john.zhuang@byd.com>, Oscar Su <oscar.su@byd.com>

Cc: "Pal, Alex@CalOES" <Alex.Pal@CalOES.ca.gov>, "Medigovich, Mitchell@CalOES" <Mitchell.Medigovich@CalOES.ca.gov>, Junei Chen <junei.chen@byd.com>, "Kim, Daniel@DGS" <daniel.kim@dgs.ca.gov>

Subject: RE: California - Global Healthcare Product Solutions Master Supply Agreement

Respectfully, I would prefer to have the counter proposal in front of us before we get on a call so we can make the conversation as productive as possible.

Jennifer L. Bollinger (formerly Plescia)

Note New Email: Jennifer.Bollinger@caloes.ca.gov

Assistant Chief Counsel

Governor's Office of Emergency Services (Cal OES)

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Cell: (916) 621-8523

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From: john.zhuang@byd.com <john.zhuang@byd.com>

Sent: Saturday, April 4, 2020 12:20 PM

To: Bollinger, Jennifer@CalOES <Jennifer.Bollinger@caloes.ca.gov>; oscar.su@byd.com

Cc: Pal, Alex@CalOES <Alex.Pal@CalOES.ca.gov>; Medigovich, Mitchell@CalOES

<Mitchell.Medigovich@CalOES.ca.gov>; junei.chen@byd.com; Kim, Daniel@DGS

<daniel.kim@dgs.ca.gov>

Subject: Re: California - Global Healthcare Product Solutions Master Supply Agreement

Hi Oscar:

I'm not sure if we will have our turn of the agreement done by then. The revision are very extensive. I'll provide an update at 2 pm.

Best,
John

<image003.png> **John Zhuang, Esq.** / Counsel

BYD America

1800 S Figueroa St, Los Angeles, CA

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From: "Bollinger, Jennifer@CalOES" <Jennifer.Bollinger@caloes.ca.gov>
Date: Saturday, April 4, 2020 at 12:18 PM
To: Oscar Su <oscar.su@byd.com>, John Zhuang <john.zhuang@byd.com>
Cc: "Pal, Alex@CalOES" <Alex.Pal@CalOES.ca.gov>, "Medigovich, Mitchell@CalOES" <Mitchell.Medigovich@CalOES.ca.gov>, Junei Chen <junei.chen@byd.com>, "Kim, Daniel@DGS" <daniel.kim@dgs.ca.gov>
Subject: RE: California - Global Healthcare Product Solutions Master Supply Agreement

Let me check-in with the team regarding availability. Will you be providing any written edits in advance of the call?

Jennifer L. Bollinger (formerly Plescia)
Note New Email: Jennifer.Bollinger@caloes.ca.gov
Assistant Chief Counsel
Governor's Office of Emergency Services (Cal OES)
3650 Schriever Avenue
Mather, CA 95655
Office: (916) 845-8815
Cell: (916) 621-8523
Fax: (916) 845-8511
www.caloes.ca.gov

From: oscar.su@byd.com <oscar.su@byd.com>
Sent: Saturday, April 4, 2020 12:16 PM
To: john.zhuang@byd.com; Bollinger, Jennifer@CalOES <Jennifer.Bollinger@caloes.ca.gov>
Cc: Pal, Alex@CalOES <Alex.Pal@CalOES.ca.gov>; Medigovich, Mitchell@CalOES <Mitchell.Medigovich@CalOES.ca.gov>; junei.chen@byd.com; Kim, Daniel@DGS <daniel.kim@dgs.ca.gov>
Subject: RE: California - Global Healthcare Product Solutions Master Supply Agreement

Hi Jennifer,

Shall we have a con-call at 2pm to go through the agreement? please kindly advise your availability. Thank you.

Oscar Su
Senior Director | BYD America
Office: 213.748.3980 | Mobile [REDACTED]
1800 S Figueroa St, Los Angeles, CA 90015
www.byd.com | oscar.su@byd.com

From: john.zhuang@byd.com
Sent: Saturday, April 4, 2020 12:48 AM
To: Bollinger, Jennifer@CalOES <jennifer.bollinger@caloes.ca.gov>
Cc: oscar.su@byd.com; Pal, Alex@CalOES <alex.pal@caloes.ca.gov>; Medigovich, Mitchell@CalOES <mitchell.medigovich@caloes.ca.gov>; junei.chen@byd.com; Kim, Daniel@DGS <daniel.kim@dgs.ca.gov>
Subject: Re: California - Global Healthcare Product Solutions Master Supply Agreement

Received — no worries at all. I'll pass the request along.

John Zhuang, Counsel
BYD America

On Sat, Apr 4, 2020 at 12:45 AM -0700, "Bollinger, Jennifer@CalOES" <jennifer.bollinger@caloes.ca.gov> wrote:

John – Apologies for this additional email. The State requests the BYD North America Group and the Parent Company serve as guarantors to product warranties as well.

Jennifer L. Bollinger (formerly Plescia)
Note New Email: jennifer.bollinger@caloes.ca.gov
Assistant Chief Counsel
Governor's Office of Emergency Services (Cal OES)
3650 Schriever Avenue
Mather, CA 95655
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From: Bollinger, Jennifer@CalOES
Sent: Friday, April 3, 2020 11:09 PM
To: 'john.zhuang@byd.com' <john.zhuang@byd.com>
Cc: oscar.su@byd.com; Pal, Alex@CalOES <alex.pal@caloes.ca.gov>; Medigovich, Mitchell@CalOES <mitchell.medigovich@caloes.ca.gov>; junei.chen@byd.com; Kim, Daniel@DGS <daniel.kim@dgs.ca.gov>
Subject: RE: California - Global Healthcare Product Solutions Master Supply Agreement

John – The state's request in concept is:

BYD North America Group will issue a Guaranty Agreement for Global.

The Guaranty will provide for BYD North America Group to backstop Global's obligation to State of California with respect to refunding, as applicable, the portion of or all of California's prepayment to Global if any of the following events happen:

- (1) The N95 masks do not obtain NIOSH certification; or,
- (2) Failure to deliver N95 masks FOB [REDACTED] for any reason.

If you are able to obtain concept approval from BYD North America Group leadership, then we will work out the legal language.

Jennifer L. Bollinger (formerly Plescia)

Note New Email: Jennifer.Bollinger@caloes.ca.gov

Assistant Chief Counsel

Governor's Office of Emergency Services (Cal OES)

3650 Schriever Avenue

Mather, CA 95655

Office: (916) 845-8815

Cell: (916) 621-8523

Fax: (916) 845-8511

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From: john.zhuang@byd.com <john.zhuang@byd.com>

Sent: Friday, April 3, 2020 10:21 PM

To: Bollinger, Jennifer@CalOES <Jennifer.Bollinger@caloes.ca.gov>

Cc: oscar.su@byd.com; Pal, Alex@CalOES <Alex.Pal@CalOES.ca.gov>; Medigovich, Mitchell@CalOES <Mitchell.Medigovich@CalOES.ca.gov>; junei.chen@byd.com; Kim, Daniel@DGS <daniel.kim@dgs.ca.gov>

Subject: Re: California - Global Healthcare Product Solutions Master Supply Agreement

Hi Jennifer: My initial take is that this will be challenging as BYD North America Group is not allowed to be used for this purpose for a company in a separate division. With that said, let me speak with our leaders and run this issue down.

Because this involves a long chain of approvals, I just want to make sure that I have the State's request right. Upon your confirmation, I'll speak with our leaders and seek their feedback. -JZ

Request:

BYD North America Group will issue a Guaranty Agreement for Global.

The Guaranty will provide for BYD North America Group to backstop Global's obligation to DGS with respect to refunding, as applicable, the proportion of or all of DGS prepayment to Global if any of the following three events happen:

- (1) The N95 masks do not obtain NIOSH certification; or,
- (2) Global defaults on its Equipment delivery obligations to DGS; or,
- (3) The masks are pulled from the market by the US Government.

<image004.png> **John Zhuang, Esq.** / Counsel

BYD America

1800 S Figueroa St, Los Angeles, CA
(213) 748-3980 [REDACTED]

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From: "Bollinger, Jennifer@CalOES" <Jennifer.Bollinger@caloes.ca.gov>
Date: Friday, April 3, 2020 at 10:08 PM
To: John Zhuang <john.zhuang@byd.com>
Cc: Oscar Su <oscar.su@byd.com>, "Pal, Alex@CalOES" <Alex.Pal@CalOES.ca.gov>, "Medigovich, Mitchell@CalOES" <Mitchell.Medigovich@CalOES.ca.gov>, Junei Chen <junei.chen@byd.com>, "Kim, Daniel@DGS" <daniel.kim@dgs.ca.gov>
Subject: RE: California - Global Healthcare Product Solutions Master Supply Agreement

John –

The State needs BYD North America along with the Parent Company to guarantee and be signatories to the agreement. Please let know if this requirement can be worked out on your end. Thank you,

Jennifer L. Bollinger (formerly Plescia)
Note New Email: Jennifer.Bollinger@caloes.ca.gov
Assistant Chief Counsel
Governor's Office of Emergency Services (Cal OES)
3650 Schriever Avenue
Mather, CA 95655
Office: (916) 845-8815
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From: john.zhuang@byd.com <john.zhuang@byd.com>
Sent: Friday, April 3, 2020 9:46 PM
To: Bollinger, Jennifer@CalOES <Jennifer.Bollinger@caloes.ca.gov>
Cc: oscar.su@byd.com; Pal, Alex@CalOES <Alex.Pal@CalOES.ca.gov>; Medigovich, Mitchell@CalOES <Mitchell.Medigovich@CalOES.ca.gov>; junei.chen@byd.com; Kim, Daniel@DGS <daniel.kim@dgs.ca.gov>
Subject: Re: California - Global Healthcare Product Solutions Master Supply Agreement

Jennifer:

BYD Industrial Development can issue a Parent Company Guaranty for Global.

The PCG will cover Global's liability with respect to refunding, as applicable, the proportion or all of DGS prepayment to Global in the following two events:

- (1) The masks do not obtain NIOSH certification; or,
- (2) Global defaults on its Equipment delivery obligations to DGS.

Your third request, if the masks get held by a government, was read by us to mean if the masks are determined by the US government to be nonconforming and the government has pulled them from the market. If so, we can probably cover that scenario under the PCG as well.

Please let me know if that works.

Best,
John

<image005.png> **John Zhuang, Esq.** / Counsel

BYD America

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(213) 748-3980 [REDACTED]

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From: "Bollinger, Jennifer@CalOES" <Jennifer.Bollinger@caloes.ca.gov>

Date: Friday, April 3, 2020 at 9:30 PM

To: John Zhuang <john.zhuang@byd.com>

Cc: Oscar Su <oscar.su@byd.com>, "Pal, Alex@CalOES" <Alex.Pal@CalOES.ca.gov>, "Medigovich, Mitchell@CalOES" <Mitchell.Medigovich@CalOES.ca.gov>, Junei Chen <junei.chen@byd.com>, "Kim, Daniel@DGS" <daniel.kim@dgs.ca.gov>

Subject: RE: California - Global Healthcare Product Solutions Master Supply Agreement

John –

Thank you for the explanation. We would like to discuss BYD North America and BYD Industrial Development guaranteeing performance of the agreement, which would include covering the return of prepayment funds should the masks not obtain NIOSH certification, get held by a government, or any other nonperformance. If this

warrants a phone conversation with Stella, we are available.

Jennifer L. Bollinger (formerly Plescia)

Note New Email: Jennifer.Bollinger@caloes.ca.gov

Assistant Chief Counsel

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From: john.zhuang@byd.com <john.zhuang@byd.com>

Sent: Friday, April 3, 2020 8:55 PM

To: Bollinger, Jennifer@CalOES <Jennifer.Bollinger@caloes.ca.gov>

Cc: oscar.su@byd.com; Pal, Alex@CalOES <Alex.Pal@CalOES.ca.gov>; Medigovich, Mitchell@CalOES <Mitchell.Medigovich@CalOES.ca.gov>; junei.chen@byd.com; Kim, Daniel@DGS <daniel.kim@dgs.ca.gov>

Subject: Re: California - Global Healthcare Product Solutions Master Supply Agreement

Jennifer:

Sure, happy to help. BYD's contract manufacturing division started Global Healthcare Product Solutions earlier this year to sell healthcare products in the US. The impetus was to help provide relief for the COVID-19 outbreak. They picked the name because they wanted folks to recognize it as a business that sold healthcare products, not to be conflated with the EV / clean energy business.

Per our HQ's policy, this is the company that's approved to sell healthcare products to all public and private customers in the US. It has currently sold a lot of masks to both public and private customers in the US without any issues.

Attached:

- Certificate of Formation for Global Healthcare Product Solutions, LLC
- Certificate of Good Standing
- Membership List – It's owned by Shenzhen BYD Industrial Development Co., Ltd., which has an address of BYD's headquarters campus in Shenzhen at 3009 BYD Road, Pingshan District Shenzhen, P. R. China.

Best,
John

<image006.png> **John Zhuang, Esq.** / Counsel

BYD America

1800 S Figueroa St, Los Angeles, CA

(213) 748-3980 [REDACTED]

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From: "Bollinger, Jennifer@CalOES" <Jennifer.Bollinger@caloes.ca.gov>
Date: Friday, April 3, 2020 at 8:37 PM
To: John Zhuang <john.zhuang@byd.com>
Cc: Oscar Su <oscar.su@byd.com>, "Pal, Alex@CalOES" <Alex.Pal@CalOES.ca.gov>, "Medigovich, Mitchell@CalOES" <Mitchell.Medigovich@CalOES.ca.gov>, Junei Chen <junei.chen@byd.com>, "Kim, Daniel@DGS" <daniel.kim@dgs.ca.gov>
Subject: RE: California - Global Healthcare Product Solutions Master Supply Agreement

John –

Will you please send the corporate documents over so we can review for due diligence purposes?

Jennifer L. Bollinger (formerly Plescia)
Note New Email: Jennifer.Bollinger@caloes.ca.gov
Assistant Chief Counsel
Governor's Office of Emergency Services (Cal OES)
3650 Schriever Avenue
Mather, CA 95655
Office: (916) 845-8815
Cell: (916) 621-8523
Fax: (916) 845-8511
www.caloes.ca.gov

From: john.zhuang@byd.com <john.zhuang@byd.com>
Sent: Friday, April 3, 2020 8:19 PM
To: Bollinger, Jennifer@CalOES <Jennifer.Bollinger@caloes.ca.gov>
Cc: oscar.su@byd.com; Pal, Alex@CalOES <Alex.Pal@CalOES.ca.gov>; Medigovich, Mitchell@CalOES <Mitchell.Medigovich@CalOES.ca.gov>; junei.chen@byd.com; Kim, Daniel@DGS <daniel.kim@dgs.ca.gov>
Subject: Re: California - Global Healthcare Product Solutions Master Supply Agreement

Hi Jennifer:

The US seller for BYD's mask business is Global Healthcare Product Solutions, LLC, which is a subsidiary of BYD Co., Ltd and part of the company's product contract manufacturing division.

BYD North America Group is also a subsidiary of BYD Co., Ltd, but it is part of a different division in the Company that is responsible for making and selling clean energy and green transportation products – e.g., Solar, Battery-Energy Storage, and Commercial Battery-Electric Buses and Trucks.

Hope this helps!

Best,
John

<image007.png> **John Zhuang, Esq.** / Counsel

BYD America
1800 S Figueroa St, Los Angeles, CA
(213) 748-3980 [REDACTED]

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From: "Bollinger, Jennifer@CalOES" <Jennifer.Bollinger@caloes.ca.gov>

Date: Friday, April 3, 2020 at 8:12 PM

To: John Zhuang <john.zhuang@byd.com>

Cc: Oscar Su <oscar.su@byd.com>, "Pal, Alex@CalOES" <Alex.Pal@CalOES.ca.gov>, "Medigovich, Mitchell@CalOES" <Mitchell.Medigovich@CalOES.ca.gov>, Junei Chen <junei.chen@byd.com>, "Kim, Daniel@DGS" <daniel.kim@dgs.ca.gov>

Subject: RE: California - Global Healthcare Product Solutions Master Supply Agreement

John –

Hoping you could provide some clarification on the contracting entity. The MSA that was transmitted to Cal OES reflects Global Healthcare Product Solutions, LLC. I understood this to be a contract directly with BYD North America. Please advise as soon as you can.

Jennifer L. Bollinger (formerly Plescia)

Note New Email: Jennifer.Bollinger@caloes.ca.gov

Assistant Chief Counsel

Governor's Office of Emergency Services (Cal OES)

3650 Schriever Avenue

Mather, CA 95655

Office: (916) 845-8815
Cell: (916) 621-8523
Fax: (916) 845-8511
www.caloes.ca.gov

From: john.zhuang@byd.com <john.zhuang@byd.com>
Sent: Friday, April 3, 2020 7:28 PM
To: Bollinger, Jennifer@CalOES <Jennifer.Bollinger@caloes.ca.gov>
Cc: oscar.su@byd.com; Pal, Alex@CalOES <Alex.Pal@CalOES.ca.gov>; Medigovich, Mitchell@CalOES <Mitchell.Medigovich@CalOES.ca.gov>; junei.chen@byd.com
Subject: Re: California - Global Healthcare Product Solutions Master Supply Agreement

Jennifer:

Following up on my initial correspondence, I have worked with our team to fill in the volume and dollar figures in the MSA and PO – both documents are updated and ready for your review and, if needed, comments. On a separate thread with CalOES which you are on the copy (I've attached that e-mail here as well), Oscar has sent the identical updated documents to the CalOES team. I'm happy to keep this separate chain open for legal discussions or merge the discussion into one email chain at your preference. Happy to further discuss over a call if needed.

Best,
John

<image008.png> **John Zhuang, Esq.** / Counsel

BYD America
1800 S Figueroa St, Los Angeles, CA
(213) 748-3980 [REDACTED]

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From: John Zhuang <john.zhuang@byd.com>
Date: Friday, April 3, 2020 at 6:44 PM
To: "Bollinger, Jennifer@CalOES" <Jennifer.Bollinger@caloes.ca.gov>
Cc: Junei Chen <junei.chen@byd.com>, "Pal, Alex@CalOES" <Alex.Pal@CalOES.ca.gov>
Subject: Re: California - Global Healthcare Product Solutions Master Supply Agreement

Thank you Jennifer.

<image009.png> **John Zhuang, Esq.** / Counsel

BYD America

1800 S Figueroa St, Los Angeles, CA
(213) 748-3980 [REDACTED]

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From: "Bollinger, Jennifer@CalOES" <Jennifer.Bollinger@caloes.ca.gov>

Date: Friday, April 3, 2020 at 6:44 PM

To: John Zhuang <john.zhuang@byd.com>

Cc: Junei Chen <junei.chen@byd.com>, "Pal, Alex@CalOES" <Alex.Pal@CalOES.ca.gov>

Subject: RE: California - Global Healthcare Product Solutions Master Supply Agreement

John and Junei –

Just letting you know that we are on 24/7 at the state operations center and will be working on this throughout the night. We plan to be in touch to discuss the contract.

Best,

Jennifer L. Bollinger (formerly Plescia)

Note New Email: Jennifer.Bollinger@caloes.ca.gov

Assistant Chief Counsel

Governor's Office of Emergency Services (Cal OES)

3650 Schriever Avenue

Mather, CA 95655

Office: (916) 845-8815

Cell: (916) 621-8523

Fax: (916) 845-8511

www.caloes.ca.gov

From: john.zhuang@byd.com <john.zhuang@byd.com>

Sent: Friday, April 3, 2020 2:23 PM

To: Bollinger, Jennifer@CalOES <Jennifer.Bollinger@caloes.ca.gov>;
john.zhuang@byd.com

Cc: junei.chen@byd.com

Subject: California - Global Healthcare Product Solutions Master Supply Agreement

Hi Jennifer:

It's a pleasure to meet you over e-mail. I've taken the liberty of taking some of our other teammates to BCC in order to free up their inboxes. As discussed, please find attached our standard master supply agreement, approved by our HQ, that we've been executing with public and private entities around the United States for the sale of masks and related healthcare equipment. I've added an additional Schedule D to the MSA to discuss terms specific to our current transaction – i.e., production reservation fee and large volume commitments. In the interest of time, I've left date, dollars, and other variable blank for now. I will work on filling those figure in throughout today and tomorrow, but wanted to get you the template first.

Jennifer, we're excited to work with you and look forward to finalizing this Agreement soon. I've also copied my colleague Junei Chen from our legal department to this email chain so that she can also support our efforts. My contact information is below. Please don't hesitate to contact me should you need anything at all. I've available at your disposal at all hours. In an effort to stay aligned during this short runway, I would greatly appreciate it if I could also have your cellphone number. Many thanks!

Best regards,

John Zhuang, Esq.

M: [REDACTED] (feel free to call or text)

E: john.zhuang@byd.com

From: John Zhuang <john.zhuang@byd.com>

Date: Friday, April 3, 2020 at 2:08 PM

To: Stella Li <stella.li@byd.com>, "trevor@frontlinesupport.org" <trevor@frontlinesupport.org>, "mark.ghilarducci@caloes.ca.gov" <mark.ghilarducci@caloes.ca.gov>, "christina.curry@caloes.ca.gov" <christina.curry@caloes.ca.gov>, "Mitchell.Medigovich@CalOES.ca.gov" <Mitchell.Medigovich@CalOES.ca.gov>, "jennifer.bollinger@caloes.ca.gov" <jennifer.bollinger@caloes.ca.gov>, "alex.pal@caloes.ca.gov" <alex.pal@caloes.ca.gov>, Oscar Su <oscar.su@byd.com>, Nancy Liu <nancy.liu@byd.com>

Cc: 'Shige Honjo' <shige@frontlinesupport.org>, "bryson@frontlinesupport.org" <bryson@frontlinesupport.org>, 'Fan Dai' <fandai@frontlinesupport.org>, 'Jamie Gardner' <jamie@frontlinesupport.org>

Subject: Re: Connecting Everyone

Thank you, Stella and Trevor.

Mark, Jennifer, and team:

It was a pleasure to meet you over the phone. Jennifer, as discussed, I will send you our template master supply agreement for your review in the email subsequent to this email. Please feel free to reach out and further discuss the matter any time if you wish. Per Stella, our factory needs to know our confirmed next steps very soon in order to achieve our goals here, to that end we're targeting tomorrow night as the due date for the signing of this Agreement.

Best,
John

<image010.png> **John Zhuang, Esq.** / Counsel

BYD America
1800 S Figueroa St, Los Angeles, CA
(213) 748-3980 [REDACTED]

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From: Stella Li <stella.li@byd.com>

Date: Friday, April 3, 2020 at 2:03 PM

To: "trevor@frontlinesupport.org" <trevor@frontlinesupport.org>, "mark.ghilarducci@caloes.ca.gov" <mark.ghilarducci@caloes.ca.gov>, "christina.curry@caloes.ca.gov" <christina.curry@caloes.ca.gov>, "Mitchell.Medigovich@CalOES.ca.gov" <Mitchell.Medigovich@CalOES.ca.gov>, "jennifer.bollinger@caloes.ca.gov" <jennifer.bollinger@caloes.ca.gov>, "alex.pal@caloes.ca.gov" <alex.pal@caloes.ca.gov>, Oscar Su <oscar.su@byd.com>, Nancy Liu <nancy.liu@byd.com>

Cc: 'Shige Honjo' <shige@frontlinesupport.org>, "bryson@frontlinesupport.org" <bryson@frontlinesupport.org>, 'Fan Dai' <fandai@frontlinesupport.org>, 'Jamie Gardner' <jamie@frontlinesupport.org>, John Zhuang <john.zhuang@byd.com>

Subject: RE: Connecting Everyone

Dear Trevor

Thank you. I add John here.

Dear Mark and All the team

Thank you so much for the call today. John will work with Jennifer today and target to have our contract to be in place by end of tomorrow.
If you have any questions, please feel free to reach me at my cell [REDACTED] If need, we could have another conference call tomorrow to finalize everything.

Thank you for your trust. You could count on us.

Stay safe and have a nice weekend.

Stella Li | President | BYD Motors Inc.

1800 Figueroa, Los Angeles, CA90015

Toll Free:1-800-BYD-Auto

Tell:213-748-3980

Fax:213-748-3945

<http://www.byd.com>

Visit us, Follow us on [!\[\]\(d0262bbe9d2356661a2e89321dfcc781_img.jpg\)](#)[!\[\]\(8572950e410320d7dd023da827ff014d_img.jpg\)](#)[!\[\]\(b2b6a2e56e47cc582ad4ec3c8f1864c0_img.jpg\)](#)

From: trevor@frontlinesupport.org [<mailto:trevor@frontlinesupport.org>]

Sent: 2020年4月2日 21:06

To: mark.ghilarducci@caloes.ca.gov; christina.curry@caloes.ca.gov;
Mitchell.Medigovich@CalOES.ca.gov; jennifer.bollinger@caloes.ca.gov;
alex.pal@caloes.ca.gov; stella.li@byd.com; oscar.su@byd.com; nancy.liu@byd.com

Cc: 'Shige Honjo'; bryson@frontlinesupport.org; 'Fan Dai'; 'Jamie Gardner'

Subject: Connecting Everyone

CalOES and BYD,

Connecting you all on the same thread so everyone has each other's emails. BYD I have shared your proposal with the CalOES team who are looking forward to the call tomorrow at 1pm PST. Some of the core Frontline Support team members are on the CC line and are available to help support as needed.

Best,

Trevor Houser

Frontline Support

647 4th Street

Oakland, CA 94607

+ [REDACTED]

trevor@frontlinesupport.org



EQUIPMENT MASTER SUPPLY AGREEMENT

This Equipment Master Supply Agreement (hereinafter "Agreement" or "MSA") is entered into on the ____ day of _____, 2020, by and between Global Healthcare Product Solutions, LLC, a Delaware limited liability company, with the registered address of 919 North Market Street, Suite 950, Wilmington, DE 19801 ("Seller") and _____, a _____, with the registered address of _____ ("Buyer").

RECITAL

WHEREAS, in 2020, the State of California (the Buyer), the United States, and multiple key continents around the world are combating the rapid spread of the deadly pandemic known as the Novel Coronavirus or COVID-19 (the "Pandemic");

WHEREAS, the Seller makes and sells certain equipment used in the healthcare industry, including surgical masks, KN95 masks, hand sanitizers, infrared thermometers, and other products;

WHEREAS, the Seller's equipment is vital to reducing mitigating the spread of the Pandemic;

WHEREAS, the Buyer desires to procure large quantities of certain subsets of Seller's healthcare industry equipment, including, without limitations, surgical masks and KN95, in order to use the products to combat the Pandemic in California;

WHEREAS, the Seller desires to and is currently capable of making and selling the equipment to Buyer in ordinary commercial quantities, but for large volume orders, the Seller currently does not have the production capacity to fulfill Buyer's volume requirements; and,

WHEREAS, in order to induce Seller to increase equipment production capacity and in order to ensure that Buyer has the opportunity to procure sufficient quantities of equipment from Seller, the Buyer and Seller shall agree as follows: (i) Buyer shall pay Seller a reservation fee so that Seller can reserve equipment production capacity for Buyer's equipment orders; and, (ii) the parties will agree to firm and binding large volume equipment procurement commitments expressly stated herein, all subject to the terms and conditions in this Agreement.

AGREEMENT

NOW, THEREFORE in consideration of the foregoing and the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **EQUIPMENT.** Seller agrees to sell to Buyer and Buyer agrees to buy from Seller the Seller equipment ("Equipment") specifically described in Schedule A "List of Seller Equipment Available for Sale", subject to this Agreement and the applicable purchase order ("Purchase Order" or "PO"). The parties hereby agree that any order made by Buyer of any of the Equipment listed in Schedule A shall only be effectuated by a mutually signed Purchase Order substantially in the form of the purchase order attached to Schedule B "Form of Purchase Order". For the avoidance of doubt, every order of Equipment between the parties hereto following the execution of this MSA shall be governed by this MSA, and the requirement shall apply even in the event that an order for Equipment is not documented in a PO.

(a) For the avoidance of doubt, the parties agree to be bound to the terms and conditions in this Agreement including all of its Schedules, and expressly including Schedule D "Equipment Reservation Fee and Procurement Volume Commitments" and Schedule E "General Provisions".

2. PURCHASE ORDER. Buyer shall pay Seller all fees, payments, costs and expenses in strict accordance to the applicable PO and Buyer understands that this payment obligation is a condition precedent to any of Seller's obligations under this MSA or the applicable PO. Following payment, Seller shall deliver the Equipment to Buyer and, as applicable, perform any other duties in accordance to this MSA and the applicable PO. All executed POs shall become a part of this Agreement and shall be appended to this Schedule C "List of Executed Purchase Orders".

3. PAYMENT. As a condition precedent to any of Seller's obligations under this Agreement or any Purchase Order, Buyer shall pay Seller One Hundred Percent (100%) of the total purchase price of the Purchase Order no later than One (1) business day after the execution date of the Purchase Order. Buyer shall make payment by bank wire transfer to the bank account below:

Receiving Bank: [REDACTED]
Bank Address: [REDACTED]
Beneficiary: Global Healthcare Product Solutions, LLC
Beneficiary Address: 1800 S. Figueroa Street., Los Angeles, CA 90015
Bank Account Number: [REDACTED]
Bank Routing Number (Domestic Wires): [REDACTED]

4. DELIVERY; ACCEPTANCE. Delivery. The delivery schedule for each PO shall be stated in the PO. Seller may at its sole discretion unilaterally change the delivery schedule or cancel the PO for any legitimate business reason. Acceptance. The Equipment ordered by Buyer is deemed to be accepted by Buyer when Buyer (or its personnel, representative, or agent) signs the delivery note or otherwise consents to the delivery. Once accepted, Buyer shall not under any circumstances have the right to return or exchange the products ordered hereunder. Notwithstanding anything else herein, all sales hereunder are final.

5. TERM; TERMINATION. This Agreement shall commence upon the full execution of this Agreement and shall continue until the valid exercise of an applicable termination right. If there are no pending or unfulfilled Purchase Orders outstanding, Seller may at its sole discretion, and without any further liability or penalty, terminate this Agreement by sending written notice of termination to Buyer.

6. FEES AND TAXES. Buyer agrees to pay when due all fees, sales and use taxes, and other charges, however designated, now or hereafter levied or based upon the purchase, rental, ownership, use, possession, leasing, operation, control, maintenance or sale of the Equipment, whether or not paid or payable by Seller (excluding Seller's net income, franchise and business and occupation taxes).

7. FORCE MAJEURE. If Seller is unable perform its obligations under this Agreement or Purchase Order because of an act of God or the occurrence of another event beyond its reasonable control ("Force Majeure Event"), Seller shall not be liable for any damages to Buyer arising from the Force Majeure Event and Seller's performance obligations hereunder shall be suspended until the Force Majeure Event is over. If a Force Majeure Event substantially delays delivery of the Equipment ordered hereunder, Seller may at its sole discretion allow Buyer to receive a refund on the purchase price already paid by Buyer less Seller's reasonable and documented costs. Under no circumstances shall this paragraph excuse Buyer's obligation to pay the purchase price.

8. EQUIPMENT WARRANTY; LIABILITY. To the maximum extent permitted by law, the parties agree as follows: (1) Liability. Seller's maximum liability (however caused) arising from this Agreement and any applicable PO or applicable sale shall in no event exceed all amounts actually paid by Buyer to Seller for the applicable PO or sale; (2) Consequential Damages. In no event shall Seller be liable for any consequential, special, incidental, indirect, or punitive damages, including without limitation lost profits, whether the claim is based on contract, tort, strict liability, or any other theory of law or equity, even if advised of the possibility of such damages; and, (3) Warranty. Outside of the product specifications (if any) expressly provided for in writing in or on each Equipment sold hereunder ("Limited Warranty"), Seller (a) makes no warranties or representations, either expressed or implied, as to the Equipment (or any of the Equipment's parts or accessories) provided for under this Agreement or any applicable PO or any

applicable sale and (b) makes no warranty of merchantability or fitness of the Equipment provided for under this Agreement or any applicable PO or any applicable sale for any particular purpose. The Equipment provided for under this Agreement or any applicable PO or any applicable sale is being provided from Seller on an "as-is" basis.

9. **CONFIDENTIALITY; PUBLICITY.** This Agreement, all POs, and the Equipment all contain Seller's confidential information and proprietary trade secrets ("Confidential Information"). Accordingly, Buyer shall not disclose Seller's Confidential Information, including the existence or contents of the Agreement or PO to any third party without the Seller's express prior written approval. Furthermore, neither party shall make any public statements relating to this Agreement without the other party's express prior written approval.

10. **REGULATORY COMPLIANCE.** Outside of Equipment compliance disclosures (if any) expressly stated in the Equipment Limited Warranty, Buyer is solely responsible for ensuring that the Equipment (and any subsequent transfers thereof) complies with local or regional laws, regulations, or requirements, including, without limitation, any emergency mandates enacted in response to the 2020 COVID-19 outbreak or, if Buyer intends to resell the Equipment, any regional anti-price gouging laws, and Buyer shall indemnify and hold harmless Seller from any third party claims (threatened or actual), investigations, damages, losses, or costs arising out of or relating to Buyer's violation of, alleged violation of, or failure to follow such laws, regulations, or requirements.

11. **ENTIRE AGREEMENT; WAIVER.** This Agreement and all executed Purchase Orders for the Equipment constitute the entire agreement of the parties hereto. All prior agreements, whether oral or in writing, are superseded. No waiver or modification of this Agreement or any the Purchase Orders shall be effective unless in writing and signed by both parties. No waiver or delayed enforcement by Seller of any obligation of Buyer under this Agreement shall be deemed a waiver of Seller's right to subsequent or other full and timely performance.

12. **BINDING ON SUCCESSORS AND PERMITTED ASSIGNS.** This Agreement shall be binding upon and inure to the benefit of any successors and permitted assigns of the parties hereto.

13. **NOTICES.** All notices and payments shall be mailed via registered mail (with a carbon copy sent via e-mail) to the respective parties at the addresses set forth in the signature block, or such other address as a party may provide to the other party in writing.

14. **GOVERNING LAW; DISPUTE RESOLUTION.** This Agreement shall be interpreted and construed solely in accordance with the laws of the State of California without regard to its choice of law principles. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall exclusively be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The place of arbitration shall be Los Angeles, California. The number of arbitrator(s) shall be one (1). Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator shall be entitled to issue injunctive and other equitable relief. A party may apply to any court with jurisdiction for interim or conservatory relief, including without limitation a proceeding to compel arbitration. The parties agree to arbitrate all disputes arising from this Agreement on an individual basis (and in strict accordance to this paragraph) and each party waives the right to participate in a class action lawsuit against the other party.

15. **HEADINGS.** Headings at the beginning of each section are solely for the convenience of the parties and shall not be considered when interpreting this Agreement.

16. **SEVERABILITY.** If any of the provisions of this Agreement are prohibited by or held invalid under applicable laws or regulations of any jurisdiction in which this Agreement is sought to be enforced, then that provision shall be considered inapplicable and omitted but shall not invalidate the remaining provisions.

17. SURVIVAL. Provision 8 (Equipment Warranty; Liability), Provision 9 (Confidentiality; Publicity), Provision 10 (Regulatory Compliance), Provision 11 (Entire Agreement; Waiver), Provision 12 (Binding on Successors and Permitted Assigns), Provision 13 (Notice), Provision 16 (Severability), Provision 14 (Governing Law; Dispute Resolution), and, this Provision 17 (Survival) shall survive any termination of this Agreement.

(Signature Page Follows)

BY SIGNING BELOW, BOTH PARTIES HERETO ACCEPTS THE TERMS AND CONDITIONS OF THIS AGREEMENT.

BUYER:

By: _____
(Signature)

Name:

Title:

Date:

Address:

E-mail:

Phone:

SELLER:

By: _____
(Signature)

Name:

Title:

Date:

Address:

E-mail:

Phone:

SCHEDULE A
LIST OF SELLER EQUIPMENT AVAILABLE FOR SALE

N95 Mask
KN95 Mask
Surgical Mask

SCHEDULE B FORM OF PURCHASE ORDER

Global Healthcare Product Solutions LLC: Purchase Order										
Equipment Purchase Order #:		Issue Date:								
Item	Product	Quantity	Unit	Unit Price	Tax Rate	(Unit Price +Tax)	Total Item Price	Approx Delivery Date	Delivery Terms	Delivery Location
Total Payment Amount Due:										
<p>ALL PAYMENTS HEREUNDER MUST BE MADE NO LATER THAN 1 BUSINESS DAY AFTER THE EXECUTION OF THIS PO. FULL PAYMENT IS A CONDITION PRECEDENT TO SELLER S PERFORMANCE OF ITS OBLIGATIONS. ALL DELIVERY DATES ARE APPROXIMATE. THIS PO IS SUBJECT TO THE AVAILABILITY OF SELLER S SUPPLY OF THE EQUIPMENT. THIS PO IS STRICTLY SUBJECT TO THE 2020 EQUIPMENT MASTER SUPPLY AGREEMENT EXECUTED BETWEEN THE PARTIES.</p>										
Agreed to and Accepted by:										
Buyer:		[BUYER]				Seller:		Global Healthcare Products Solution LLC		
By						By				
		Signature						Signature		
Name						Name				
Title						Title				
Date						Date				
Phone						Phone				
Email						Email				
Address						Address				

SCHEDULE C
LIST OF EXECUTED PURCHASE ORDERS

(executed purchase orders, if any, should be attached to this Agreement after this page)

SCHEDULE D
EQUIPMENT RESERVATION FEE AND PROCUREMENT VOLUME COMMITMENTS

1. Incorporation of Recitals. The recitals on the first page of this Agreement are hereby incorporated into this Agreement as if fully set forth herein.
2. Scope of Commitments. In order to induce Seller to increase Equipment production capacity and in order to ensure that Buyer has the opportunity to procure sufficient quantities of Equipment from Seller, Buyer and Seller shall agree as follows:
 - (i) In accordance with Section 3 "Reservation Fee" of this Schedule D, Buyer shall pay Seller a reservation fee so that Seller can, amongst other purposes, reserve production capacity, procure manufacturing equipment, procure bill of materials, and procure an appropriate workforce, all in order to satisfy Buyer's large volume order of the Equipment order; and,
 - (ii) In accordance with Section 4 "Procurement Commitments (including Volume and Delivery Timeline)" of this Schedule D, the parties shall agree to firm and binding large volume Equipment procurement commitments stated therein.
3. Reservation Fee. Given the circumstances discussed in the recitals, Buyer shall pay Seller a reservation fee so that Seller can, amongst other purposes, reserve production capacity, procure manufacturing equipment, procure bill of materials, and procure an appropriate workforce, all in order to satisfy Buyer's large volume order of the Equipment order.

Batch	Applicable Months	Equipment and Size of Volume Reserved	Reservation Fee Amount	Payment Deadline
A	May 2020	N95 Mask 150 million units Surgical Mask 50 million units	For the entire Batch A, the reservation fee shall be \$432 Million US Dollars.	Batch A is a firm commitment upon the execution of this Agreement The reservation fee must be paid no later than one (1) business day after the execution of this Agreement
	June 2020	N95 Mask 150 million units Surgical Mask 50 million units		
B	July 2020	N95 Mask 150 million units Surgical Mask 50 million units	For the entire Batch B, the reservation fee shall be \$360 Million US Dollars.	Buyer may elect to exercise the option of Batch B, provided that such exercise is effectuated no later than May 29, 2020. Upon such exercise, the reservation fee for Batch B shall
	August 2020	N95 Mask 100 million units Surgical Mask 50 million units	Prior to Buyer's exercise of the option of Batch B, Buyer may propose a reduction in volume for N95 masks with a ratable reduction in the reservation fee,	

			and such Buyer proposal shall not be valid and binding until Seller consents in writing.	be paid no later than Monday, June 1, 2020 before 3:00 pm pacific time.
--	--	--	--	---

4. Procurement Commitments (including Volume and Delivery Timeline).

Seller shall promptly buy, pay for, and take delivery of the Equipment in exactly the manner as stated in Purchase Order CAL001 executed between the parties and attached herein.

5. Refund. Seller shall not be obligated to refund the reservation fee for any reason, except in the instance where Seller fails to deliver the required volume under Batch A (or, separately, Batch B, if Buyer chooses to exercise the Batch B option) and such refund shall only be provided on a pro rata basis.

6. Condition Precedent. Seller's full performance of its obligations hereunder are a condition precedent to Buyer's performance of Buyer's obligations.

7. Trade Secret Protection. Both parties agree that all pricing and volume information in this Agreement or in a Purchase Order are Seller's Confidential Information and confidential trade secret and not subject to disclosure by Buyer under any circumstance.

8. LIMITED GUARANTY. Subject to the requirements in this Agreement, BYD International Development, parent company for Seller, and BYD North America Group, a subsidiary of BYD Co., Ltd., will guarantee Seller's performance under this Agreement should any of the following conditions exist: (i) Sellers fails to obtain NIOSH certification for N95 masks by []; or, (ii) Seller fails to deliver when promised the N95 masks at [].

SCHEDULE E **GENERAL PROVISIONS**

- 1. INDEPENDENT CONTRACTOR:** Seller and the agents and employees of Seller, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the Buyer.
- 2. COMPLIANCE WITH STATUTES AND REGULATIONS:** Seller warrants and certifies that in the performance of this Agreement, it will comply in all material respects, with all applicable statutes, rules, regulations and orders of the United States and the State of California and agrees to indemnify the Buyer against any third party claims, loss, cost, damage or liability (together "Claims") occurring due to Seller's violation of this provision.
- 3. SELLER'S POWER AND AUTHORITY:** The Seller warrants that it has full power and authority to enter into the Agreement and will hold the Buyer harmless from and against any third-party claims loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this provision.
- 4. SUBSTITUTIONS:** Substitution of Equipment may not be tendered without advance written consent of the Buyer. Seller shall not use any specification in lieu of those contained in the Agreement without written consent of the Buyer.
- 5. SAFETY AND ACCIDENT PREVENTION:** In performing work under this Agreement on Seller premises, Buyer shall conform to any specific safety requirements contained in the Agreement or as required by law or regulation. Furthermore, with respect to the foregoing, Seller shall take any additional precautions as the Seller may reasonably require for safety and accident prevention purposes. Any violation of this provision, unless promptly corrected, shall be grounds for termination of this Agreement.
- 6. INSURANCE:** When performing work on property in the care, custody or control of the Seller, Buyer shall maintain all commercial general liability insurance, workers' compensation insurance and any other insurance the Buyer deems appropriate under the Agreement. Seller shall furnish an insurance certificate evidencing required insurance coverage acceptable to the Buyer. Upon request by the Buyer, the Seller may be required to have the Buyer shown as an "additional insured" on selected policies.
- 7. CONFIDENTIALITY OF BUYER'S DATA:** All financial, statistical, personal, technical and other data and information relating to the Buyer's operation which are designated confidential by the Buyer and made available to the Seller in order to carry out this Agreement, or which become available to the Seller in carrying out this Agreement, shall be protected by the Seller from unauthorized use and disclosure in accordance with Provision 9 (Confidentiality; Publicity) or, additionally, through the observance of the same or more effective procedural requirements as are applicable to the Buyer. The identification of all such confidential data and information as well as the Buyer's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the Buyer in writing to the Seller. If the methods and procedures employed by the Seller for the protection of the Seller's data and information are deemed by the Buyer to be adequate for the protection of the Buyer's confidential information, such methods and procedures may be used, with the written consent of the Buyer, to carry out the intent of this paragraph. The Seller shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Seller's possession, is independently developed by the outside the scope of this Agreement, or is rightfully obtained from third parties.
- 8. COVENANT AGAINST GRATUITIES:** The Seller warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of the Buyer with a view toward securing the Agreement or securing favorable treatment with respect to any determinations concerning the performance of the

Agreement. For breach or violation of this provision, the Buyer shall have the right to terminate the Agreement, either in whole or in part.

9. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Seller swears under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against the Seller within the immediately preceding two-year period because of the Seller's failure to comply with an order of the National Labor Relations Board. This provision is required by, and shall be construed in accordance with, PCC Section 10296.

10. SWEATFREE CODE OF CONDUCT: Seller declares under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the Buyer pursuant to the Agreement have been produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Seller further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108. Seller agrees to cooperate fully in providing reasonable access to its records, documents, agents or employees, or premises if reasonably required by authorized officials of the Buyer, the Department of Industrial Relations, or the Department of Justice to determine Seller's compliance with the requirements under paragraph (a).

From: john.zhuang@byd.com
To: [Bollinger, Jennifer@CalOES](mailto:Bollinger_Jennifer@CalOES)
Cc: junei.chen@byd.com; [Pal, Alex@CalOES](mailto:Pal_Alex@CalOES)
Subject: Re: California - Global Healthcare Product Solutions Master Supply Agreement
Date: Friday, April 3, 2020 6:45:00 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)

Thank you Jennifer.



John Zhuang, Esq. / Counsel

BYD America
1800 S Figueroa St, Los Angeles, CA
(213) 748-3980 [REDACTED]

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From: "Bollinger, Jennifer@CalOES" <Jennifer.Bollinger@caloes.ca.gov>
Date: Friday, April 3, 2020 at 6:44 PM
To: John Zhuang <john.zhuang@byd.com>
Cc: Junei Chen <junei.chen@byd.com>, "Pal, Alex@CalOES" <Alex.Pal@CalOES.ca.gov>
Subject: RE: California - Global Healthcare Product Solutions Master Supply Agreement

John and Junei –

Just letting you know that we are on 24/7 at the state operations center and will be working on this throughout the night. We plan to be in touch to discuss the contract.

Best,

Jennifer L. Bollinger (formerly Plescia)
Note New Email: Jennifer.Bollinger@caloes.ca.gov
Assistant Chief Counsel
Governor's Office of Emergency Services (Cal OES)
3650 Schriever Avenue
Mather, CA 95655
Office: (916) 845-8815
Cell: (916) 621-8523

Fax: (916) 845-8511
www.caloes.ca.gov

From: john.zhuang@byd.com <john.zhuang@byd.com>
Sent: Friday, April 3, 2020 2:23 PM
To: Bollinger, Jennifer@CalOES <Jennifer.Bollinger@caloes.ca.gov>; john.zhuang@byd.com
Cc: junei.chen@byd.com
Subject: California - Global Healthcare Product Solutions Master Supply Agreement

Hi Jennifer:

It's a pleasure to meet you over e-mail. I've taken the liberty of taking some of our other teammates to BCC in order to free up their inboxes. As discussed, please find attached our standard master supply agreement, approved by our HQ, that we've been executing with public and private entities around the United States for the sale of masks and related healthcare equipment. I've added an additional Schedule D to the MSA to discuss terms specific to our current transaction – i.e., production reservation fee and large volume commitments. In the interest of time, I've left date, dollars, and other variable blank for now. I will work on filling those figure in throughout today and tomorrow, but wanted to get you the template first.

Jennifer, we're excited to work with you and look forward to finalizing this Agreement soon. I've also copied my colleague Junei Chen from our legal department to this email chain so that she can also support our efforts. My contact information is below. Please don't hesitate to contact me should you need anything at all. I've available at your disposal at all hours. In an effort to stay aligned during this short runway, I would greatly appreciate it if I could also have your cellphone number. Many thanks!

Best regards,

John Zhuang, Esq.
M: [REDACTED] (feel free to call or text)
E: john.zhuang@byd.com

From: John Zhuang <john.zhuang@byd.com>
Date: Friday, April 3, 2020 at 2:08 PM
To: Stella Li <stella.li@byd.com>, "trevor@frontlinesupport.org" <trevor@frontlinesupport.org>, "mark.ghilarducci@caloes.ca.gov" <mark.ghilarducci@caloes.ca.gov>, "christina.curry@caloes.ca.gov" <christina.curry@caloes.ca.gov>, "Mitchell.Medigovich@CalOES.ca.gov" <Mitchell.Medigovich@CalOES.ca.gov>, "jennifer.bollinger@caloes.ca.gov" <jennifer.bollinger@caloes.ca.gov>, "alex.pal@caloes.ca.gov" <alex.pal@caloes.ca.gov>, Oscar Su <oscar.su@byd.com>, Nancy Liu <nancy.liu@byd.com>
Cc: 'Shige Honjo' <shige@frontlinesupport.org>, "bryson@frontlinesupport.org"

<bryson@frontlinesupport.org>, 'Fan Dai' <fandai@frontlinesupport.org>, 'Jamie Gardner' <jamie@frontlinesupport.org>

Subject: Re: Connecting Everyone

Thank you, Stella and Trevor.

Mark, Jennifer, and team:

It was a pleasure to meet you over the phone. Jennifer, as discussed, I will send you our template master supply agreement for your review in the email subsequent to this email. Please feel free to reach out and further discuss the matter any time if you wish. Per Stella, our factory needs to know our confirmed next steps very soon in order to achieve our goals here, to that end we're targeting tomorrow night as the due date for the signing of this Agreement.

Best,
John



John Zhuang, Esq. / Counsel

BYD America

1800 S Figueroa St, Los Angeles, CA
(213) 748-3980 [REDACTED]

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From: Stella Li <stella.li@byd.com>

Date: Friday, April 3, 2020 at 2:03 PM

To: "trevor@frontlinesupport.org" <trevor@frontlinesupport.org>, "mark.ghilarducci@caloes.ca.gov" <mark.ghilarducci@caloes.ca.gov>, "christina.curry@caloes.ca.gov" <christina.curry@caloes.ca.gov>, "Mitchell.Medigovich@CalOES.ca.gov" <Mitchell.Medigovich@CalOES.ca.gov>, "jennifer.bollinger@caloes.ca.gov" <jennifer.bollinger@caloes.ca.gov>, "alex.pal@caloes.ca.gov" <alex.pal@caloes.ca.gov>, Oscar Su <oscar.su@byd.com>, Nancy Liu <nancy.liu@byd.com>

Cc: 'Shige Honjo' <shige@frontlinesupport.org>, "bryson@frontlinesupport.org" <bryson@frontlinesupport.org>, 'Fan Dai' <fandai@frontlinesupport.org>, 'Jamie Gardner' <jamie@frontlinesupport.org>, John Zhuang <john.zhuang@byd.com>

Subject: RE: Connecting Everyone

Dear Trevor

Thank you. I add John here.

Dear Mark and All the team

Thank you so much for the call today. John will work with Jennifer today and target to have our contract to be in place by end of tomorrow.

If you have any questions, please feel free to reach me at my cell [REDACTED] If need, we could have another conference call tomorrow to finalize everything.

Thank you for your trust. You could count on us.

Stay safe and have a nice weekend.

Stella Li | President | BYD Motors Inc.

1800 Figueroa, Los Angeles, CA90015

Toll Free:1-800-BYD-Auto

Tell:213-748-3980

Fax:213-748-3945

<http://www.byd.com>

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From: trevor@frontlinesupport.org [<mailto:trevor@frontlinesupport.org>]

Sent: 2020年4月2日 21:06

To: mark.ghilarducci@caloes.ca.gov; christina.curry@caloes.ca.gov;
Mitchell.Medigovich@CalOES.ca.gov; jennifer.bollinger@caloes.ca.gov; alex.pal@caloes.ca.gov;
stella.li@byd.com; oscar.su@byd.com; nancy.liu@byd.com

Cc: 'Shige Honjo'; bryson@frontlinesupport.org; 'Fan Dai'; 'Jamie Gardner'

Subject: Connecting Everyone

CalOES and BYD,

Connecting you all on the same thread so everyone has each other's emails. BYD I have shared your proposal with the CalOES team who are looking forward to the call tomorrow at 1pm PST. Some of the core Frontline Support team members are on the CC line and are available to help support as needed.

Best,

Trevor Houser

Frontline Support

th

647 4 Street
Oakland, CA 94607

+ [REDACTED]

trevor@frontlinesupport.org

From: john.zhuang@byd.com
To: [Bollinger, Jennifer@CalOES](mailto:Bollinger_Jennifer@CalOES)
Subject: Re: California - Global Healthcare Product Solutions Master Supply Agreement
Date: Saturday, April 4, 2020 2:34:48 PM
Attachments: [image001.png](#)
[image002.png](#)
[MASTER SUPPLY AGREEMENT Health Products California \(v1 BYD Clean\).docx](#)
[MSA PURCHASE ORDER Health Products California \(v1 BYD Clean\).xlsx](#)

Jennifer:

As discussed, please find attached our updated MSA. The PO received no updates.

Key edits:

- We added an Appendix E where we included a very limited number of terms from the General Provision that haven't been covered by the MSA.
- We were able to get a limited guaranty approved whereby Int'l Development and North America Group will guaranty the delivery and NIOSH-certification.
- As a general requirement from our HQ, with respect to warranty terms, these masks are disposable medical masks and we make the to the specifications and they are printed on the box that the masks come in. HQ is clear that they make no additional warranties beyond that including any implied warranty of durability, or merchantability, or fitness for a particular purpose, all of which are expressly disclaimed. This is because we can't anticipate all possible usage cases for these products, beyond what's stated in the specifications on the product box. By way of drawing a example, they're made for medical use and you can't use them to prevent exposure to toxic or radioactive industrial chemicals.

As always, happy to further discuss as always. Please feel free to call me whenever you need.

Best regards,
John



John Zhuang, Esq. / Counsel

BYD America
1800 S Figueroa St, Los Angeles, CA
(213) 748-3980 [REDACTED]

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From: John Zhuang <john.zhuang@byd.com>

Date: Saturday, April 4, 2020 at 2:16 PM

To: "Bollinger, Jennifer@CalOES" <Jennifer.Bollinger@caloes.ca.gov>

Subject: Re: California - Global Healthcare Product Solutions Master Supply Agreement

Thanks for checking in Jennifer – wrapping up and will revert a draft in the next half hour.



John Zhuang, Esq. / Counsel

BYD America

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From: "Bollinger, Jennifer@CalOES" <Jennifer.Bollinger@caloes.ca.gov>

Date: Saturday, April 4, 2020 at 2:15 PM

To: John Zhuang <john.zhuang@byd.com>

Subject: Re: California - Global Healthcare Product Solutions Master Supply Agreement

Checking in to see if you have anything coming my way that I can start looking at. Thanks,

Sent from my iPhone

On Apr 4, 2020, at 12:47 PM, "john.zhuang@byd.com" <john.zhuang@byd.com> wrote:

Hi Jennifer:

Given the large and unique nature of this transaction, which substantially differs from the commodity goods purchase that is the hand sanitizers, we would really have to insist on using our MSA if at all possible. We would not be opposed to attached a mutually agreed to version of your General Provision as an attachment to the MSA. As I understanding it, Oscar is having a discussion on this matter with the State now. In the meant time, we will keep redlining the General Provision with that concept in mind as we await his feedback.

Best,
John

<image001.png> **John Zhuang, Esq. / Counsel**

BYD America

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(213) 748-3980 [REDACTED]

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From: "Bollinger, Jennifer@CalOES" <Jennifer.Bollinger@caloes.ca.gov>

Date: Saturday, April 4, 2020 at 12:43 PM

To: John Zhuang <john.zhuang@byd.com>, Oscar Su <oscar.su@byd.com>

Cc: "Pal, Alex@CalOES" <Alex.Pal@CalOES.ca.gov>, "Medigovich, Mitchell@CalOES" <Mitchell.Medigovich@CalOES.ca.gov>, Junei Chen <junei.chen@byd.com>, "Kim, Daniel@DGS" <daniel.kim@dgs.ca.gov>

Subject: RE: California - Global Healthcare Product Solutions Master Supply Agreement

There is a purchase order ("PO") cover sheet that will reflect the key terms and incorporate exhibits by reference, including the State's General Terms and Conditions, exhibit D – special terms, and any other exhibits. While we appreciate your team offering to use the MSA, we do need to adhere to the State's General T&Cs as closely as possible. I anticipate the T&Cs not being a big issue for Global Health considering, from what I understand, an agreement for hand sanitizer was already executed that incorporated the same T&Cs. Some of the other items I think we need to get clear language/terms around include:

1. Delivery location
2. Delivery schedule - confirm weekly shipments and quantities - that will depend on assumptions re: how long it takes from NIOSH certification (anticipated 4/24) and production
3. Payment schedule and terms
4. Guarantor

Jennifer L. Bollinger (formerly Plescia)

Note New Email: Jennifer.Bollinger@caloes.ca.gov

Assistant Chief Counsel

Governor's Office of Emergency Services (Cal OES)

3650 Schriever Avenue

Mather, CA 95655

Office: (916) 845-8815

Cell: (916) 621-8523

Fax: (916) 845-8511

www.caloes.ca.gov

From: john.zhuang@byd.com <john.zhuang@byd.com>
Sent: Saturday, April 4, 2020 12:26 PM
To: Bollinger, Jennifer@CalOES <Jennifer.Bollinger@caloes.ca.gov>; oscar.su@byd.com
Cc: Pal, Alex@CalOES <Alex.Pal@CalOES.ca.gov>; Medigovich, Mitchell@CalOES <Mitchell.Medigovich@CalOES.ca.gov>; junei.chen@byd.com; Kim, Daniel@DGS <daniel.kim@dgs.ca.gov>
Subject: Re: California - Global Healthcare Product Solutions Master Supply Agreement

Thanks Jennifer. Agreed.

A quick question, I noticed in the documents you sent over there's an Exhibit D, a PO, and a General Terms and Condition. What would be the main contract document that references all of these documents? We would still prefer to use our MSA in the interest of time and Oscar will address this issue with the State now.

Best,
John

<image002.png> **John Zhuang, Esq.** / Counsel

BYD America
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(213) 748-3980 [REDACTED]

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From: "Bollinger, Jennifer@CalOES" <Jennifer.Bollinger@caloes.ca.gov>
Date: Saturday, April 4, 2020 at 12:23 PM
To: John Zhuang <john.zhuang@byd.com>, Oscar Su <oscar.su@byd.com>
Cc: "Pal, Alex@CalOES" <Alex.Pal@CalOES.ca.gov>, "Medigovich, Mitchell@CalOES" <Mitchell.Medigovich@CalOES.ca.gov>, Junei Chen <junei.chen@byd.com>, "Kim, Daniel@DGS" <daniel.kim@dgs.ca.gov>
Subject: RE: California - Global Healthcare Product Solutions Master Supply Agreement

Respectfully, I would prefer to have the counter proposal in front of us before we get on a call so we can make the conversation as productive as possible.

Jennifer L. Bollinger (formerly Plescia)

Note New Email: Jennifer.Bollinger@caloes.ca.gov

Assistant Chief Counsel
Governor's Office of Emergency Services (Cal OES)
3650 Schriever Avenue
Mather, CA 95655
Office: (916) 845-8815
Cell: (916) 621-8523
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www.caloes.ca.gov

From: john.zhuang@byd.com <john.zhuang@byd.com>

Sent: Saturday, April 4, 2020 12:20 PM

To: Bollinger, Jennifer@CalOES <Jennifer.Bollinger@caloes.ca.gov>; oscar.su@byd.com

Cc: Pal, Alex@CalOES <Alex.Pal@CalOES.ca.gov>; Medigovich, Mitchell@CalOES
<Mitchell.Medigovich@CalOES.ca.gov>; junei.chen@byd.com; Kim, Daniel@DGS
<daniel.kim@dgs.ca.gov>

Subject: Re: California - Global Healthcare Product Solutions Master Supply Agreement

Hi Oscar:

I'm not sure if we will have our turn of the agreement done by then. The revision are very extensive. I'll provide an update at 2 pm.

Best,
John

<image003.png> **John Zhuang, Esq. / Counsel**

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(213) 748-3980 [REDACTED]

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From: "Bollinger, Jennifer@CalOES" <Jennifer.Bollinger@caloes.ca.gov>

Date: Saturday, April 4, 2020 at 12:18 PM

To: Oscar Su <oscar.su@byd.com>, John Zhuang <john.zhuang@byd.com>

Cc: "Pal, Alex@CalOES" <Alex.Pal@CalOES.ca.gov>, "Medigovich, Mitchell@CalOES" <Mitchell.Medigovich@CalOES.ca.gov>, Junei Chen <junei.chen@byd.com>, "Kim, Daniel@DGS" <daniel.kim@dgs.ca.gov>

Subject: RE: California - Global Healthcare Product Solutions Master Supply Agreement

Let me check-in with the team regarding availability. Will you be providing any written edits in advance of the call?

Jennifer L. Bollinger (formerly Plescia)

Note New Email: Jennifer.Bollinger@caloes.ca.gov

Assistant Chief Counsel

Governor's Office of Emergency Services (Cal OES)

3650 Schriever Avenue

Mather, CA 95655

Office: (916) 845-8815

Cell: (916) 621-8523

Fax: (916) 845-8511

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From: oscar.su@byd.com <oscar.su@byd.com>

Sent: Saturday, April 4, 2020 12:16 PM

To: john.zhuang@byd.com; Bollinger, Jennifer@CalOES <Jennifer.Bollinger@caloes.ca.gov>

Cc: Pal, Alex@CalOES <Alex.Pal@CalOES.ca.gov>; Medigovich, Mitchell@CalOES

<Mitchell.Medigovich@CalOES.ca.gov>; junei.chen@byd.com; Kim, Daniel@DGS

<daniel.kim@dgs.ca.gov>

Subject: RE: California - Global Healthcare Product Solutions Master Supply Agreement

Hi Jennifer,

Shall we have a con-call at 2pm to go through the agreement? please kindly advise your availability. Thank you.

Oscar Su

Senior Director | BYD America

Office: 213.748.3980 | Mobile [REDACTED]

1800 S Figueroa St, Los Angeles, CA 90015

www.byd.com | oscar.su@byd.com

From: john.zhuang@byd.com

Sent: Saturday, April 4, 2020 12:48 AM

To: Bollinger, Jennifer@CalOES <jennifer.bollinger@caloes.ca.gov>

Cc: oscar.su@byd.com; Pal, Alex@CalOES <alex.pal@caloes.ca.gov>; Medigovich,

Mitchell@CalOES <mitchell.medigovich@caloes.ca.gov>; junei.chen@byd.com; Kim,

Daniel@DGS <daniel.kim@dgs.ca.gov>

Subject: Re: California - Global Healthcare Product Solutions Master Supply Agreement

Recieved — no worries at all. I'll pass the request along.

John Zhuang, Counsel

BYD America

On Sat, Apr 4, 2020 at 12:45 AM -0700, "Bollinger, Jennifer@CalOES"
<Jennifer.Bollinger@caloes.ca.gov> wrote:

John – Apologies for this additional email. The State requests the BYD North America Group and the Parent Company serve as guarantors to product warranties as well.

Jennifer L. Bollinger (formerly Plescia)
Note New Email: Jennifer.Bollinger@caloes.ca.gov
Assistant Chief Counsel
Governor's Office of Emergency Services (Cal OES)
3650 Schriever Avenue
Mather, CA 95655
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Cell: (916) 621-8523
Fax: (916) 845-8511
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From: Bollinger, Jennifer@CalOES
Sent: Friday, April 3, 2020 11:09 PM
To: 'john.zhuang@byd.com' <john.zhuang@byd.com>
Cc: oscar.su@byd.com; Pal, Alex@CalOES <Alex.Pal@CalOES.ca.gov>; Medigovich, Mitchell@CalOES <Mitchell.Medigovich@CalOES.ca.gov>; junei.chen@byd.com; Kim, Daniel@DGS <daniel.kim@dgs.ca.gov>
Subject: RE: California - Global Healthcare Product Solutions Master Supply Agreement

John – The state's request in concept is:

BYD North America Group will issue a Guaranty Agreement for Global.

The Guaranty will provide for BYD North America Group to backstop Global's obligation to State of California with respect to refunding, as applicable, the portion of or all of California's prepayment to Global if any of the following events happen:

- (1) The N95 masks do not obtain NIOSH certification; or,
- (2) Failure to deliver N95 masks FOB [REDACTED] for any reason.

If you are able to obtain concept approval from BYD North America Group leadership, then we will work out the legal language.

Jennifer L. Bollinger (formerly Plescia)
Note New Email: Jennifer.Bollinger@caloes.ca.gov
Assistant Chief Counsel
Governor's Office of Emergency Services (Cal OES)
3650 Schriever Avenue
Mather, CA 95655
Office: (916) 845-8815

Cell: (916) 621-8523
Fax: (916) 845-8511
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From: john.zhuang@byd.com <john.zhuang@byd.com>
Sent: Friday, April 3, 2020 10:21 PM
To: Bollinger, Jennifer@CalOES <Jennifer.Bollinger@caloes.ca.gov>
Cc: oscar.su@byd.com; Pal, Alex@CalOES <Alex.Pal@CalOES.ca.gov>; Medigovich, Mitchell@CalOES <Mitchell.Medigovich@CalOES.ca.gov>; junei.chen@byd.com; Kim, Daniel@DGS <daniel.kim@dgs.ca.gov>
Subject: Re: California - Global Healthcare Product Solutions Master Supply Agreement

Hi Jennifer: My initial take is that this will be challenging as BYD North America Group is not allowed to be used for this purpose for a company in a separate division. With that said, let me speak with our leaders and run this issue down. Because this involves a long chain of approvals, I just want to make sure that I have the State's request right. Upon your confirmation, I'll speak with our leaders and seek their feedback. -JZ

Request:

BYD North America Group will issue a Guaranty Agreement for Global.

The Guaranty will provide for BYD North America Group to backstop Global's obligation to DGS with respect to refunding, as applicable, the proportion of or all of DGS prepayment to Global if any of the following three events happen:

- (1) The N95 masks do not obtain NIOSH certification; or,
- (2) Global defaults on its Equipment delivery obligations to DGS; or,
- (3) The masks are pulled from the market by the US Government.

<image004.png> **John Zhuang, Esq.** / Counsel

BYD America
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(213) 748-3980 [REDACTED]

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From: "Bollinger, Jennifer@CalOES" <Jennifer.Bollinger@caloes.ca.gov>
Date: Friday, April 3, 2020 at 10:08 PM

To: John Zhuang <john.zhuang@byd.com>

Cc: Oscar Su <oscar.su@byd.com>, "Pal, Alex@CalOES" <Alex.Pal@CalOES.ca.gov>, "Medigovich, Mitchell@CalOES" <Mitchell.Medigovich@CalOES.ca.gov>, Junei Chen <junei.chen@byd.com>, "Kim, Daniel@DGS" <daniel.kim@dgs.ca.gov>

Subject: RE: California - Global Healthcare Product Solutions Master Supply Agreement

John –

The State needs BYD North America along with the Parent Company to guarantee and be signatories to the agreement. Please let know if this requirement can be worked out on your end. Thank you,

Jennifer L. Bollinger (formerly Plescia)

Note New Email: Jennifer.Bollinger@caloes.ca.gov

Assistant Chief Counsel
Governor's Office of Emergency Services (Cal OES)
3650 Schriever Avenue
Mather, CA 95655
Office: (916) 845-8815
Cell: (916) 621-8523
Fax: (916) 845-8511
www.caloes.ca.gov

From: john.zhuang@byd.com <john.zhuang@byd.com>

Sent: Friday, April 3, 2020 9:46 PM

To: Bollinger, Jennifer@CalOES <Jennifer.Bollinger@caloes.ca.gov>

Cc: oscar.su@byd.com; Pal, Alex@CalOES <Alex.Pal@CalOES.ca.gov>; Medigovich, Mitchell@CalOES <Mitchell.Medigovich@CalOES.ca.gov>; junei.chen@byd.com; Kim, Daniel@DGS <daniel.kim@dgs.ca.gov>

Subject: Re: California - Global Healthcare Product Solutions Master Supply Agreement

Jennifer:

BYD Industrial Development can issue a Parent Company Guaranty for Global.

The PCG will cover Global's liability with respect to refunding, as applicable, the proportion or all of DGS prepayment to Global in the following two events:

- (1) The masks do not obtain NIOSH certification; or,
- (2) Global defaults on its Equipment delivery obligations to DGS.

Your third request, if the masks get held by a government, was read by us to mean if the masks are determined by the US government to be nonconforming and the government has pulled them from the market. If so, we can probably cover that scenario under the PCG as well.

Please let me know if that works.

Best,

John

<image005.png> **John Zhuang, Esq.** / Counsel

BYD America

1800 S Figueroa St, Los Angeles, CA
(213) 748-3980 [REDACTED]

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From: "Bollinger, Jennifer@CalOES" <Jennifer.Bollinger@caloes.ca.gov>
Date: Friday, April 3, 2020 at 9:30 PM
To: John Zhuang <john.zhuang@byd.com>
Cc: Oscar Su <oscar.su@byd.com>, "Pal, Alex@CalOES" <Alex.Pal@CalOES.ca.gov>, "Medigovich, Mitchell@CalOES" <Mitchell.Medigovich@CalOES.ca.gov>, Junei Chen <junei.chen@byd.com>, "Kim, Daniel@DGS" <daniel.kim@dgs.ca.gov>
Subject: RE: California - Global Healthcare Product Solutions Master Supply Agreement

John –

Thank you for the explanation. We would like to discuss BYD North America and BYD Industrial Development guaranteeing performance of the agreement, which would include covering the return of prepayment funds should the masks not obtain NIOSH certification, get held by a government, or any other nonperformance. If this warrants a phone conversation with Stella, we are available.

Jennifer L. Bollinger (formerly Plescia)

Note New Email: Jennifer.Bollinger@caloes.ca.gov

Assistant Chief Counsel
Governor's Office of Emergency Services (Cal OES)
3650 Schriever Avenue
Mather, CA 95655
Office: (916) 845-8815
Cell: (916) 621-8523
Fax: (916) 845-8511
www.caloes.ca.gov

From: john.zhuang@byd.com <john.zhuang@byd.com>

Sent: Friday, April 3, 2020 8:55 PM

To: Bollinger, Jennifer@CalOES <Jennifer.Bollinger@caloes.ca.gov>

Cc: oscar.su@byd.com; Pal, Alex@CalOES <Alex.Pal@CalOES.ca.gov>; Medigovich, Mitchell@CalOES <Mitchell.Medigovich@CalOES.ca.gov>; junei.chen@byd.com; Kim, Daniel@DGS <daniel.kim@dgs.ca.gov>

Subject: Re: California - Global Healthcare Product Solutions Master Supply Agreement

Jennifer:

Sure, happy to help. BYD's contract manufacturing division started Global Healthcare Product Solutions earlier this year to sell healthcare products in the US. The impetus was to help provide relief for the COVID-19 outbreak. They picked the name because they wanted folks to recognize it as a business that sold healthcare products, not to be conflated with the EV / clean energy business.

Per our HQ's policy, this is the company that's approved to sell healthcare products to all public and private customers in the US. It has currently sold a lot of masks to both public and private customers in the US without any issues.

Attached:

- Certificate of Formation for Global Healthcare Product Solutions, LLC
- Certificate of Good Standing
- Membership List – It's owned by Shenzhen BYD Industrial Development Co., Ltd., which has an address of BYD's headquarters campus in Shenzhen at 3009 BYD Road, Pingshan District Shenzhen, P. R. China.

Best,
John

<image006.png> **John Zhuang, Esq.** / Counsel

BYD America

1800 S Figueroa St, Los Angeles, CA
(213) 748-3980 [REDACTED]

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From: "Bollinger, Jennifer@CalOES" <Jennifer.Bollinger@caloes.ca.gov>

Date: Friday, April 3, 2020 at 8:37 PM

To: John Zhuang <john.zhuang@byd.com>

Cc: Oscar Su <oscar.su@byd.com>, "Pal, Alex@CalOES" <Alex.Pal@CalOES.ca.gov>,

"Medigovich, Mitchell@CalOES" <Mitchell.Medigovich@CalOES.ca.gov>, Junei Chen <junei.chen@byd.com>, "Kim, Daniel@DGS" <daniel.kim@dgs.ca.gov>

Subject: RE: California - Global Healthcare Product Solutions Master Supply Agreement

John –

Will you please send the corporate documents over so we can review for due diligence purposes?

Jennifer L. Bollinger (formerly Plescia)

Note New Email: Jennifer.Bollinger@caloes.ca.gov

Assistant Chief Counsel
Governor's Office of Emergency Services (Cal OES)
3650 Schriever Avenue
Mather, CA 95655
Office: (916) 845-8815
Cell: (916) 621-8523
Fax: (916) 845-8511
www.caloes.ca.gov

From: john.zhuang@byd.com <john.zhuang@byd.com>

Sent: Friday, April 3, 2020 8:19 PM

To: Bollinger, Jennifer@CalOES <Jennifer.Bollinger@caloes.ca.gov>

Cc: oscar.su@byd.com; Pal, Alex@CalOES <Alex.Pal@CalOES.ca.gov>; Medigovich, Mitchell@CalOES <Mitchell.Medigovich@CalOES.ca.gov>; junei.chen@byd.com; Kim, Daniel@DGS <daniel.kim@dgs.ca.gov>

Subject: Re: California - Global Healthcare Product Solutions Master Supply Agreement

Hi Jennifer:

The US seller for BYD's mask business is Global Healthcare Product Solutions, LLC, which is a subsidiary of BYD Co., Ltd and part of the company's product contract manufacturing division.

BYD North America Group is also a subsidiary of BYD Co., Ltd, but it is part of a different division in the Company that is responsible for making and selling clean energy and green transportation products – e.g., Solar, Battery-Energy Storage, and Commercial Battery-Electric Buses and Trucks.

Hope this helps!

Best,
John

<image007.png> **John Zhuang, Esq. / Counsel**

BYD America

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(213) 748-3980 [REDACTED]

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From: "Bollinger, Jennifer@CalOES" <Jennifer.Bollinger@caloes.ca.gov>

Date: Friday, April 3, 2020 at 8:12 PM

To: John Zhuang <john.zhuang@byd.com>

Cc: Oscar Su <oscar.su@byd.com>, "Pal, Alex@CalOES" <Alex.Pal@CalOES.ca.gov>, "Medigovich, Mitchell@CalOES" <Mitchell.Medigovich@CalOES.ca.gov>, Junei Chen <junei.chen@byd.com>, "Kim, Daniel@DGS" <daniel.kim@dgs.ca.gov>

Subject: RE: California - Global Healthcare Product Solutions Master Supply Agreement

John –

Hoping you could provide some clarification on the contracting entity. The MSA that was transmitted to Cal OES reflects Global Healthcare Product Solutions, LLC. I understood this to be a contract directly with BYD North America. Please advise as soon as you can.

Jennifer L. Bollinger (formerly Plescia)

Note New Email: Jennifer.Bollinger@caloes.ca.gov

Assistant Chief Counsel
Governor's Office of Emergency Services (Cal OES)
3650 Schriever Avenue
Mather, CA 95655
Office: (916) 845-8815
Cell: (916) 621-8523
Fax: (916) 845-8511
www.caloes.ca.gov

From: john.zhuang@byd.com <john.zhuang@byd.com>

Sent: Friday, April 3, 2020 7:28 PM

To: Bollinger, Jennifer@CalOES <Jennifer.Bollinger@caloes.ca.gov>

Cc: oscar.su@byd.com; Pal, Alex@CalOES <Alex.Pal@CalOES.ca.gov>; Medigovich, Mitchell@CalOES <Mitchell.Medigovich@CalOES.ca.gov>; junei.chen@byd.com

Subject: Re: California - Global Healthcare Product Solutions Master Supply Agreement

Jennifer:

Following up on my initial correspondence, I have worked with our team to fill in the volume and dollar figures in the MSA and PO – both documents are updated and ready for your review and, if needed, comments. On a separate thread with CalOES which you are on the copy (I've attached that e-mail here as well), Oscar has sent the identical updated documents to the CalOES team. I'm happy to keep this separate chain open for legal discussions or merge the discussion into one email chain at your preference. Happy to further discuss over a call if needed.

Best,
John

<image008.png> **John Zhuang, Esq.** / Counsel

BYD America
1800 S Figueroa St, Los Angeles, CA
(213) 748-3980 [REDACTED]

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From: John Zhuang <john.zhuang@byd.com>

Date: Friday, April 3, 2020 at 6:44 PM

To: "Bollinger, Jennifer@CalOES" <Jennifer.Bollinger@caloes.ca.gov>

Cc: Junei Chen <junei.chen@byd.com>, "Pal, Alex@CalOES" <Alex.Pal@CalOES.ca.gov>

Subject: Re: California - Global Healthcare Product Solutions Master Supply Agreement

Thank you Jennifer.

<image009.png> **John Zhuang, Esq.** / Counsel

BYD America
1800 S Figueroa St, Los Angeles, CA
(213) 748-3980 [REDACTED]

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From: "Bollinger, Jennifer@CalOES" <Jennifer.Bollinger@caloes.ca.gov>
Date: Friday, April 3, 2020 at 6:44 PM
To: John Zhuang <john.zhuang@byd.com>
Cc: Junei Chen <junei.chen@byd.com>, "Pal, Alex@CalOES" <Alex.Pal@CalOES.ca.gov>
Subject: RE: California - Global Healthcare Product Solutions Master Supply Agreement

John and Junei –

Just letting you know that we are on 24/7 at the state operations center and will be working on this throughout the night. We plan to be in touch to discuss the contract.

Best,

Jennifer L. Bollinger (formerly Plescia)
Note New Email: Jennifer.Bollinger@caloes.ca.gov
Assistant Chief Counsel
Governor's Office of Emergency Services (Cal OES)
3650 Schriever Avenue
Mather, CA 95655
Office: (916) 845-8815
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Fax: (916) 845-8511
www.caloes.ca.gov

From: john.zhuang@byd.com <john.zhuang@byd.com>
Sent: Friday, April 3, 2020 2:23 PM
To: Bollinger, Jennifer@CalOES <Jennifer.Bollinger@caloes.ca.gov>; john.zhuang@byd.com
Cc: junei.chen@byd.com
Subject: California - Global Healthcare Product Solutions Master Supply Agreement

Hi Jennifer:

It's a pleasure to meet you over e-mail. I've taken the liberty of taking some of our other teammates to BCC in order to free up their inboxes. As discussed, please find attached our standard master supply agreement, approved by our HQ, that we've been executing with public and private entities around the United States for the sale of masks and related healthcare equipment. I've added an additional Schedule D to the MSA to discuss terms specific to our current transaction – i.e., production reservation fee and large volume commitments. In the interest of time, I've left date, dollars, and other variable blank for now. I will work on filling those figure in throughout today and tomorrow, but wanted to get you the template first.

Jennifer, we're excited to work with you and look forward to finalizing this Agreement soon. I've also copied my colleague Junei Chen from our legal department to this email chain so that she can also support our efforts. My contact information is below. Please don't hesitate to contact me should you need anything at all. I'm available at your disposal at all hours. In an effort to stay aligned during this short runway, I would greatly appreciate it if I could also have your cellphone number. Many thanks!

Best regards,

John Zhuang, Esq.

M: [REDACTED] (feel free to call or text)

E: john.zhuang@byd.com

From: John Zhuang <john.zhuang@byd.com>

Date: Friday, April 3, 2020 at 2:08 PM

To: Stella Li <stella.li@byd.com>, "trevor@frontlinesupport.org" <trevor@frontlinesupport.org>, "mark.ghilarducci@caloes.ca.gov" <mark.ghilarducci@caloes.ca.gov>, "christina.curry@caloes.ca.gov" <christina.curry@caloes.ca.gov>, "Mitchell.Medigovich@CalOES.ca.gov" <Mitchell.Medigovich@CalOES.ca.gov>, "jennifer.bollinger@caloes.ca.gov" <jennifer.bollinger@caloes.ca.gov>, "alex.pal@caloes.ca.gov" <alex.pal@caloes.ca.gov>, Oscar Su <oscar.su@byd.com>, Nancy Liu <nancy.liu@byd.com>

Cc: 'Shige Honjo' <shige@frontlinesupport.org>, "bryson@frontlinesupport.org" <bryson@frontlinesupport.org>, 'Fan Dai' <fandai@frontlinesupport.org>, 'Jamie Gardner' <jamie@frontlinesupport.org>

Subject: Re: Connecting Everyone

Thank you, Stella and Trevor.

Mark, Jennifer, and team:

It was a pleasure to meet you over the phone. Jennifer, as discussed, I will send you our template master supply agreement for your review in the email subsequent to this email. Please feel free to reach out and further discuss the matter any time if you wish. Per Stella, our factory needs to know our confirmed next steps very soon in order to achieve our goals here, to that end we're targeting tomorrow night as the due date for the signing of this Agreement.

Best,
John

<image010.png> **John Zhuang, Esq. / Counsel**

BYD America

1800 S Figueroa St, Los Angeles, CA
(213) 748-3980 [REDACTED]

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From: Stella Li <stella.li@byd.com>

Date: Friday, April 3, 2020 at 2:03 PM

To: "trevor@frontlinesupport.org" <trevor@frontlinesupport.org>, "mark.ghilarducci@caloes.ca.gov" <mark.ghilarducci@caloes.ca.gov>, "christina.curry@caloes.ca.gov" <christina.curry@caloes.ca.gov>, "Mitchell.Medigovich@CalOES.ca.gov" <Mitchell.Medigovich@CalOES.ca.gov>, "jennifer.bollinger@caloes.ca.gov" <jennifer.bollinger@caloes.ca.gov>, "alex.pal@caloes.ca.gov" <alex.pal@caloes.ca.gov>, Oscar Su <oscar.su@byd.com>, Nancy Liu <nancy.liu@byd.com>

Cc: 'Shige Honjo' <shige@frontlinesupport.org>, "bryson@frontlinesupport.org" <bryson@frontlinesupport.org>, 'Fan Dai' <fandai@frontlinesupport.org>, 'Jamie Gardner' <jamie@frontlinesupport.org>, John Zhuang <john.zhuang@byd.com>

Subject: RE: Connecting Everyone

Dear Trevor

Thank you. I add John here.

Dear Mark and All the team

Thank you so much for the call today. John will work with Jennifer today and target to have our contract to be in place by end of tomorrow.

If you have any questions, please feel free to reach me at my cell [REDACTED] If need, we could have another conference call tomorrow to finalize everything.

Thank you for your trust. You could count on us.

Stay safe and have a nice weekend.

Stella Li | President | BYD Motors Inc.
1800 Figueroa, Los Angeles, CA90015
Toll Free:1-800-BYD-Auto
Tell:213-748-3980
Fax:213-748-3945

<http://www.byd.com>

Visit us, Follow us on   

From: trevor@frontlinesupport.org [<mailto:trevor@frontlinesupport.org>]

Sent: 2020年4月2日 21:06

To: mark.ghilarducci@caloes.ca.gov; christina.curry@caloes.ca.gov;
Mitchell.Medigovich@CalOES.ca.gov; jennifer.bollinger@caloes.ca.gov;
alex.pal@caloes.ca.gov; stella.li@byd.com; oscar.su@byd.com; nancy.liu@byd.com


Cc: 'Shige Honjo'; bryson@frontlinesupport.org; 'Fan Dai'; 'Jamie Gardner'

Subject: Connecting Everyone

CalOES and BYD,

Connecting you all on the same thread so everyone has each other's emails. BYD I have shared your proposal with the CalOES team who are looking forward to the call tomorrow at 1pm PST. Some of the core Frontline Support team members are on the CC line and are available to help support as needed.

Best,

Trevor Houser
Frontline Support
647 4th Street
Oakland, CA 94607
+ 
trevor@frontlinesupport.org



EQUIPMENT MASTER SUPPLY AGREEMENT

This Equipment Master Supply Agreement (hereinafter "Agreement" or "MSA") is entered into on the ____ day of _____, 2020, by and between Global Healthcare Product Solutions, LLC, a Delaware limited liability company, with the registered address of 919 North Market Street, Suite 950, Wilmington, DE 19801 ("Seller") and _____, a _____, with the registered address of _____ ("Buyer").

RECITAL

WHEREAS, in 2020, the State of California (the Buyer), the United States, and multiple key continents around the world are combating the rapid spread of the deadly pandemic known as the Novel Coronavirus or COVID-19 (the "Pandemic");

WHEREAS, the Seller makes and sells certain equipment used in the healthcare industry, including surgical masks, KN95 masks, hand sanitizers, infrared thermometers, and other products;

WHEREAS, the Seller's equipment is vital to reducing mitigating the spread of the Pandemic;

WHEREAS, the Buyer desires to procure large quantities of certain subsets of Seller's healthcare industry equipment, including, without limitations, surgical masks and KN95, in order to use the products to combat the Pandemic in California;

WHEREAS, the Seller desires to and is currently capable of making and selling the equipment to Buyer in ordinary commercial quantities, but for large volume orders, the Seller currently does not have the production capacity to fulfill Buyer's volume requirements; and,

WHEREAS, in order to induce Seller to increase equipment production capacity and in order to ensure that Buyer has the opportunity to procure sufficient quantities of equipment from Seller, the Buyer and Seller shall agree as follows: (i) Buyer shall pay Seller a reservation fee so that Seller can reserve equipment production capacity for Buyer's equipment orders; and, (ii) the parties will agree to firm and binding large volume equipment procurement commitments expressly stated herein, all subject to the terms and conditions in this Agreement.

AGREEMENT

NOW, THEREFORE in consideration of the foregoing and the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **EQUIPMENT.** Seller agrees to sell to Buyer and Buyer agrees to buy from Seller the Seller equipment ("Equipment") specifically described in Schedule A "List of Seller Equipment Available for Sale", subject to this Agreement and the applicable purchase order ("Purchase Order" or "PO"). The parties hereby agree that any order made by Buyer of any of the Equipment listed in Schedule A shall only be effectuated by a mutually signed Purchase Order substantially in the form of the purchase order attached to Schedule B "Form of Purchase Order". For the avoidance of doubt, every order of Equipment between the parties hereto following the execution of this MSA shall be governed by this MSA, and the requirement shall apply even in the event that an order for Equipment is not documented in a PO.

(a) For the avoidance of doubt, the parties agree to be bound to the terms and conditions in this Agreement including all of its Schedules, and expressly including Schedule D "Equipment Reservation Fee and Procurement Volume Commitments" and Schedule E "General Provisions".

2. PURCHASE ORDER. Buyer shall pay Seller all fees, payments, costs and expenses in strict accordance to the applicable PO and Buyer understands that this payment obligation is a condition precedent to any of Seller's obligations under this MSA or the applicable PO. Following payment, Seller shall deliver the Equipment to Buyer and, as applicable, perform any other duties in accordance to this MSA and the applicable PO. All executed POs shall become a part of this Agreement and shall be appended to this Schedule C "List of Executed Purchase Orders".

3. PAYMENT. As a condition precedent to any of Seller's obligations under this Agreement or any Purchase Order, Buyer shall pay Seller One Hundred Percent (100%) of the total purchase price of the Purchase Order no later than One (1) business day after the execution date of the Purchase Order. Buyer shall make payment by bank wire transfer to the bank account below:

Receiving Bank: [REDACTED]
Bank Address: [REDACTED]
Beneficiary: Global Healthcare Product Solutions, LLC
Beneficiary Address: 1800 S. Figueroa Street., Los Angeles, CA 90015
Bank Account Number: [REDACTED]
Bank Routing Number (Domestic Wires) [REDACTED]

4. DELIVERY; ACCEPTANCE. Delivery. The delivery schedule for each PO shall be stated in the PO. Seller may at its sole discretion unilaterally change the delivery schedule or cancel the PO for any legitimate business reason. Acceptance. The Equipment ordered by Buyer is deemed to be accepted by Buyer when Buyer (or its personnel, representative, or agent) signs the delivery note or otherwise consents to the delivery. Once accepted, Buyer shall not under any circumstances have the right to return or exchange the products ordered hereunder. Notwithstanding anything else herein, all sales hereunder are final.

5. TERM; TERMINATION. This Agreement shall commence upon the full execution of this Agreement and shall continue until the valid exercise of an applicable termination right. If there are no pending or unfulfilled Purchase Orders outstanding, Seller may at its sole discretion, and without any further liability or penalty, terminate this Agreement by sending written notice of termination to Buyer.

6. FEES AND TAXES. Buyer agrees to pay when due all fees, sales and use taxes, and other charges, however designated, now or hereafter levied or based upon the purchase, rental, ownership, use, possession, leasing, operation, control, maintenance or sale of the Equipment, whether or not paid or payable by Seller (excluding Seller's net income, franchise and business and occupation taxes).

7. FORCE MAJEURE. If Seller is unable perform its obligations under this Agreement or Purchase Order because of an act of God or the occurrence of another event beyond its reasonable control ("Force Majeure Event"), Seller shall not be liable for any damages to Buyer arising from the Force Majeure Event and Seller's performance obligations hereunder shall be suspended until the Force Majeure Event is over. If a Force Majeure Event substantially delays delivery of the Equipment ordered hereunder, Seller may at its sole discretion allow Buyer to receive a refund on the purchase price already paid by Buyer less Seller's reasonable and documented costs. Under no circumstances shall this paragraph excuse Buyer's obligation to pay the purchase price.

8. EQUIPMENT WARRANTY; LIABILITY. To the maximum extent permitted by law, the parties agree as follows: (1) Liability. Seller's maximum liability (however caused) arising from this Agreement and any applicable PO or applicable sale shall in no event exceed all amounts actually paid by Buyer to Seller for the applicable PO or sale; (2) Consequential Damages. In no event shall Seller be liable for any consequential, special, incidental, indirect, or punitive damages, including without limitation lost profits, whether the claim is based on contract, tort, strict liability, or any other theory of law or equity, even if advised of the possibility of such damages; and, (3) Warranty. Outside of the product specifications (if any) expressly provided for in writing in or on each Equipment sold hereunder ("Limited Warranty"), Seller (a) makes no warranties or representations, either expressed or implied, as to the Equipment (or any of the Equipment's parts or accessories) provided for under this Agreement or any applicable PO or any

applicable sale and (b) makes no warranty of merchantability or fitness of the Equipment provided for under this Agreement or any applicable PO or any applicable sale for any particular purpose. The Equipment provided for under this Agreement or any applicable PO or any applicable sale is being provided from Seller on an "as-is" basis.

9. **CONFIDENTIALITY; PUBLICITY.** This Agreement, all POs, and the Equipment all contain Seller's confidential information and proprietary trade secrets ("Confidential Information"). Accordingly, Buyer shall not disclose Seller's Confidential Information, including the existence or contents of the Agreement or PO to any third party without the Seller's express prior written approval. Furthermore, neither party shall make any public statements relating to this Agreement without the other party's express prior written approval.

10. **REGULATORY COMPLIANCE.** Outside of Equipment compliance disclosures (if any) expressly stated in the Equipment Limited Warranty, Buyer is solely responsible for ensuring that the Equipment (and any subsequent transfers thereof) complies with local or regional laws, regulations, or requirements, including, without limitation, any emergency mandates enacted in response to the 2020 COVID-19 outbreak or, if Buyer intends to resell the Equipment, any regional anti-price gouging laws, and Buyer shall indemnify and hold harmless Seller from any third party claims (threatened or actual), investigations, damages, losses, or costs arising out of or relating to Buyer's violation of, alleged violation of, or failure to follow such laws, regulations, or requirements.

11. **ENTIRE AGREEMENT; WAIVER.** This Agreement and all executed Purchase Orders for the Equipment constitute the entire agreement of the parties hereto. All prior agreements, whether oral or in writing, are superseded. No waiver or modification of this Agreement or any the Purchase Orders shall be effective unless in writing and signed by both parties. No waiver or delayed enforcement by Seller of any obligation of Buyer under this Agreement shall be deemed a waiver of Seller's right to subsequent or other full and timely performance.

12. **BINDING ON SUCCESSORS AND PERMITTED ASSIGNS.** This Agreement shall be binding upon and inure to the benefit of any successors and permitted assigns of the parties hereto.

13. **NOTICES.** All notices and payments shall be mailed via registered mail (with a carbon copy sent via e-mail) to the respective parties at the addresses set forth in the signature block, or such other address as a party may provide to the other party in writing.

14. **GOVERNING LAW; DISPUTE RESOLUTION.** This Agreement shall be interpreted and construed solely in accordance with the laws of the State of California without regard to its choice of law principles. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall exclusively be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The place of arbitration shall be Los Angeles, California. The number of arbitrator(s) shall be one (1). Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator shall be entitled to issue injunctive and other equitable relief. A party may apply to any court with jurisdiction for interim or conservatory relief, including without limitation a proceeding to compel arbitration. The parties agree to arbitrate all disputes arising from this Agreement on an individual basis (and in strict accordance to this paragraph) and each party waives the right to participate in a class action lawsuit against the other party.

15. **HEADINGS.** Headings at the beginning of each section are solely for the convenience of the parties and shall not be considered when interpreting this Agreement.

16. **SEVERABILITY.** If any of the provisions of this Agreement are prohibited by or held invalid under applicable laws or regulations of any jurisdiction in which this Agreement is sought to be enforced, then that provision shall be considered inapplicable and omitted but shall not invalidate the remaining provisions.

17. SURVIVAL. Provision 8 (Equipment Warranty; Liability), Provision 9 (Confidentiality; Publicity), Provision 10 (Regulatory Compliance), Provision 11 (Entire Agreement; Waiver), Provision 12 (Binding on Successors and Permitted Assigns), Provision 13 (Notice), Provision 16 (Severability), Provision 14 (Governing Law; Dispute Resolution), and, this Provision 17 (Survival) shall survive any termination of this Agreement.

(Signature Page Follows)

BY SIGNING BELOW, BOTH PARTIES HERETO ACCEPTS THE TERMS AND CONDITIONS OF THIS AGREEMENT.

BUYER:

By: _____
(Signature)

Name:

Title:

Date:

Address:

E-mail:

Phone:

SELLER:

By: _____
(Signature)

Name:

Title:

Date:

Address:

E-mail:

Phone:

SCHEDULE A
LIST OF SELLER EQUIPMENT AVAILABLE FOR SALE

N95 Mask
KN95 Mask
Surgical Mask

SCHEDULE B FORM OF PURCHASE ORDER

Global Healthcare Product Solutions LLC: Purchase Order										
Equipment Purchase Order #:		Issue Date:								
Item	Product	Quantity	Unit	Unit Price	Tax Rate	(Unit Price +Tax)	Total Item Price	Approx Delivery Date	Delivery Terms	Delivery Location
Total Payment Amount Due:										
<p>ALL PAYMENTS HEREUNDER MUST BE MADE NO LATER THAN 1 BUSINESS DAY AFTER THE EXECUTION OF THIS PO. FULL PAYMENT IS A CONDITION PRECEDENT TO SELLER S PERFORMANCE OF ITS OBLIGATIONS. ALL DELIVERY DATES ARE APPROXIMATE. THIS PO IS SUBJECT TO THE AVAILABILITY OF SELLER S SUPPLY OF THE EQUIPMENT. THIS PO IS STRICTLY SUBJECT TO THE 2020 EQUIPMENT MASTER SUPPLY AGREEMENT EXECUTED BETWEEN THE PARTIES.</p>										
Agreed to and Accepted by:										
Buyer:		[BUYER]				Seller:		Global Healthcare Products Solution LLC		
By						By				
		Signature						Signature		
Name						Name				
Title						Title				
Date						Date				
Phone						Phone				
Email						Email				
Address						Address				

SCHEDULE C
LIST OF EXECUTED PURCHASE ORDERS

(executed purchase orders, if any, should be attached to this Agreement after this page)

SCHEDULE D
EQUIPMENT RESERVATION FEE AND PROCUREMENT VOLUME COMMITMENTS

1. Incorporation of Recitals. The recitals on the first page of this Agreement are hereby incorporated into this Agreement as if fully set forth herein.
2. Scope of Commitments. In order to induce Seller to increase Equipment production capacity and in order to ensure that Buyer has the opportunity to procure sufficient quantities of Equipment from Seller, Buyer and Seller shall agree as follows:
 - (i) In accordance with Section 3 "Reservation Fee" of this Schedule D, Buyer shall pay Seller a reservation fee so that Seller can, amongst other purposes, reserve production capacity, procure manufacturing equipment, procure bill of materials, and procure an appropriate workforce, all in order to satisfy Buyer's large volume order of the Equipment order; and,
 - (ii) In accordance with Section 4 "Procurement Commitments (including Volume and Delivery Timeline)" of this Schedule D, the parties shall agree to firm and binding large volume Equipment procurement commitments stated therein.
3. Reservation Fee. Given the circumstances discussed in the recitals, Buyer shall pay Seller a reservation fee so that Seller can, amongst other purposes, reserve production capacity, procure manufacturing equipment, procure bill of materials, and procure an appropriate workforce, all in order to satisfy Buyer's large volume order of the Equipment order.

Batch	Applicable Months	Equipment and Size of Volume Reserved	Reservation Fee Amount	Payment Deadline
A	May 2020	N95 Mask 150 million units Surgical Mask 50 million units	For the entire Batch A, the reservation fee shall be \$432 Million US Dollars.	Batch A is a firm commitment upon the execution of this Agreement The reservation fee must be paid no later than one (1) business day after the execution of this Agreement
	June 2020	N95 Mask 150 million units Surgical Mask 50 million units		
B	July 2020	N95 Mask 150 million units Surgical Mask 50 million units	For the entire Batch B, the reservation fee shall be \$360 Million US Dollars.	Buyer may elect to exercise the option of Batch B, provided that such exercise is effectuated no later than May 29, 2020. Upon such exercise, the reservation fee for Batch B shall
	August 2020	N95 Mask 100 million units Surgical Mask 50 million units	Prior to Buyer's exercise of the option of Batch B, Buyer may propose a reduction in volume for N95 masks with a ratable reduction in the reservation fee,	

			and such Buyer proposal shall not be valid and binding until Seller consents in writing.	be paid no later than Monday, June 1, 2020 before 3:00 pm pacific time.
--	--	--	--	---

4. Procurement Commitments (including Volume and Delivery Timeline).

Seller shall promptly buy, pay for, and take delivery of the Equipment in exactly the manner as stated in Purchase Order CAL001 executed between the parties and attached herein.

5. Refund. Seller shall not be obligated to refund the reservation fee for any reason, except in the instance where Seller fails to deliver the required volume under Batch A (or, separately, Batch B, if Buyer chooses to exercise the Batch B option) and such refund shall only be provided on a pro rata basis.
6. Condition Precedent. Seller's full performance of its obligations hereunder are a condition precedent to Buyer's performance of Buyer's obligations.
7. Trade Secret Protection. Both parties agree that all pricing and volume information in this Agreement or in a Purchase Order are Seller's Confidential Information and confidential trade secret and not subject to disclosure by Buyer under any circumstance.
8. LIMITED GUARANTY. Subject to the requirements in this Agreement, BYD International Development, parent company for Seller, and BYD North America Group, a subsidiary of BYD Co., Ltd., will guarantee Seller's performance under this Agreement should any of the following conditions exist: (i) Sellers fails to obtain NIOSH certification for N95 masks by [____]; or, (ii) Seller fails to deliver when promised the N95 masks at [FCA BYD's Changsha Factory in P.R. China].

SCHEDULE E GENERAL PROVISIONS

1. **INDEPENDENT CONTRACTOR:** Seller and the agents and employees of Seller, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the Buyer.
2. **COMPLIANCE WITH STATUTES AND REGULATIONS:** Seller warrants and certifies that in the performance of this Agreement, it will comply in all material respects, with all applicable statutes, rules, regulations and orders of the United States and the State of California and agrees to indemnify the Buyer against any third party claims, loss, cost, damage or liability (together "Claims") occurring due to Seller's violation of this provision.
3. **SELLER'S POWER AND AUTHORITY:** The Seller warrants that it has full power and authority to enter into the Agreement and will hold the Buyer harmless from and against any third-party claims loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this provision.
4. **SUBSTITUTIONS:** Substitution of Equipment may not be tendered without advance written consent of the Buyer. Seller shall not use any specification in lieu of those contained in the Agreement without written consent of the Buyer.
5. **SAFETY AND ACCIDENT PREVENTION:** In performing work under this Agreement on Seller premises, Buyer shall conform to any specific safety requirements contained in the Agreement or as required by law or regulation. Furthermore, with respect to the foregoing, Seller shall take any additional precautions as the Seller may reasonably require for safety and accident prevention purposes. Any violation of this provision, unless promptly corrected, shall be grounds for termination of this Agreement.
6. **INSURANCE:** When performing work on property in the care, custody or control of the Seller, Buyer shall maintain all commercial general liability insurance, workers' compensation insurance and any other insurance the Buyer deems appropriate under the Agreement. Seller shall furnish an insurance certificate evidencing required insurance coverage acceptable to the Buyer. Upon request by the Buyer, the Seller may be required to have the Buyer shown as an "additional insured" on selected policies.
7. **CONFIDENTIALITY OF BUYER'S DATA:** All financial, statistical, personal, technical and other data and information relating to the Buyer's operation which are designated confidential by the Buyer and made available to the Seller in order to carry out this Agreement, or which become available to the Seller in carrying out this Agreement, shall be protected by the Seller from unauthorized use and disclosure in accordance with Provision 9 (Confidentiality; Publicity) or, additionally, through the observance of the same or more effective procedural requirements as are applicable to the Buyer. The identification of all such confidential data and information as well as the Buyer's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the Buyer in writing to the Seller. If the methods and procedures employed by the Seller for the protection of the Seller's data and information are deemed by the Buyer to be adequate for the protection of the Buyer's confidential information, such methods and procedures may be used, with the written consent of the Buyer, to carry out the intent of this paragraph. The Seller shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Seller's possession, is independently developed by the outside the scope of this Agreement, or is rightfully obtained from third parties.
8. **COVENANT AGAINST GRATUITIES:** The Seller warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of the Buyer with a view toward securing the Agreement or securing favorable treatment with respect to any determinations concerning the performance of the

Agreement. For breach or violation of this provision, the Buyer shall have the right to terminate the Agreement, either in whole or in part.

9. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:** Seller swears under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against the Seller within the immediately preceding two-year period because of the Seller's failure to comply with an order of the National Labor Relations Board. This provision is required by, and shall be construed in accordance with, PCC Section 10296.
10. **SWEATFREE CODE OF CONDUCT:** Seller declares under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the Buyer pursuant to the Agreement have been produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Seller further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108. Seller agrees to cooperate fully in providing reasonable access to its records, documents, agents or employees, or premises if reasonably required by authorized officials of the Buyer, the Department of Industrial Relations, or the Department of Justice to determine Seller's compliance with the requirements under paragraph (a).

From: john.zhuang@byd.com
To: Bollinger_Jennifer@CalOES
Subject: Re: California - Global Healthcare Product Solutions Master Supply Agreement
Date: Saturday, April 4, 2020 2:16:14 PM
Attachments: [image001.png](#)

Thanks for checking in Jennifer – wrapping up and will revert a draft in the next half hour.



John Zhuang, Esq. / Counsel

BYD America
1800 S Figueroa St, Los Angeles, CA
(213) 748-3980 [REDACTED]

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From: "Bollinger, Jennifer@CalOES" <Jennifer.Bollinger@caloes.ca.gov>
Date: Saturday, April 4, 2020 at 2:15 PM
To: John Zhuang <john.zhuang@byd.com>
Subject: Re: California - Global Healthcare Product Solutions Master Supply Agreement

Checking in to see if you have anything coming my way that I can start looking at. Thanks,

Sent from my iPhone

On Apr 4, 2020, at 12:47 PM, "john.zhuang@byd.com" <john.zhuang@byd.com> wrote:

Hi Jennifer:

Given the large and unique nature of this transaction, which substantially differs from the commodity goods purchase that is the hand sanitizers, we would really have to insist on using our MSA if at all possible. We would not be opposed to attached a mutually agreed to version of your General Provision as an attachment to the MSA. As I understanding it, Oscar is having a discussion on this matter with the State now. In the meant time, we will keep redlining the General Provision with that concept in mind as we await his feedback.

Best,
John

<image001.png> **John Zhuang, Esq. / Counsel**

BYD America

1800 S Figueroa St, Los Angeles, CA
(213) 748-3980 [REDACTED]

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From: "Bollinger, Jennifer@CalOES" <Jennifer.Bollinger@caloes.ca.gov>

Date: Saturday, April 4, 2020 at 12:43 PM

To: John Zhuang <john.zhuang@byd.com>, Oscar Su <oscar.su@byd.com>

Cc: "Pal, Alex@CalOES" <Alex.Pal@CalOES.ca.gov>, "Medigovich, Mitchell@CalOES" <Mitchell.Medigovich@CalOES.ca.gov>, Junei Chen <junei.chen@byd.com>, "Kim, Daniel@DGS" <daniel.kim@dgs.ca.gov>

Subject: RE: California - Global Healthcare Product Solutions Master Supply Agreement

There is a purchase order ("PO") cover sheet that will reflect the key terms and incorporate exhibits by reference, including the State's General Terms and Conditions, exhibit D – special terms, and any other exhibits. While we appreciate your team offering to use the MSA, we do need to adhere to the State's General T&Cs as closely as possible. I anticipate the T&Cs not being a big issue for Global Health considering, from what I understand, an agreement for hand sanitizer was already executed that incorporated the same T&Cs. Some of the other items I think we need to get clear language/terms around include:

1. Delivery location
2. Delivery schedule - confirm weekly shipments and quantities - that will depend on assumptions re: how long it takes from NIOSH certification (anticipated 4/24) and production
3. Payment schedule and terms
4. Guarantor

Jennifer L. Bollinger (formerly Plescia)

Note New Email: Jennifer.Bollinger@caloes.ca.gov

Assistant Chief Counsel

Governor's Office of Emergency Services (Cal OES)

3650 Schriever Avenue

Mather, CA 95655

Office: (916) 845-8815

Cell: (916) 621-8523

Fax: (916) 845-8511

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From: john.zhuang@byd.com <john.zhuang@byd.com>
Sent: Saturday, April 4, 2020 12:26 PM
To: Bollinger, Jennifer@CalOES <Jennifer.Bollinger@caloes.ca.gov>; oscar.su@byd.com
Cc: Pal, Alex@CalOES <Alex.Pal@CalOES.ca.gov>; Medigovich, Mitchell@CalOES
<Mitchell.Medigovich@CalOES.ca.gov>; junei.chen@byd.com; Kim, Daniel@DGS
<daniel.kim@dgs.ca.gov>
Subject: Re: California - Global Healthcare Product Solutions Master Supply Agreement

Thanks Jennifer. Agreed.

A quick question, I noticed in the documents you sent over there's an Exhibit D, a PO, and a General Terms and Condition. What would be the main contract document that references all of these documents? We would still prefer to use our MSA in the interest of time and Oscar will address this issue with the State now.

Best,
John

<image002.png> **John Zhuang, Esq.** / Counsel

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From: "Bollinger, Jennifer@CalOES" <Jennifer.Bollinger@caloes.ca.gov>
Date: Saturday, April 4, 2020 at 12:23 PM
To: John Zhuang <john.zhuang@byd.com>, Oscar Su <oscar.su@byd.com>
Cc: "Pal, Alex@CalOES" <Alex.Pal@CalOES.ca.gov>, "Medigovich, Mitchell@CalOES" <Mitchell.Medigovich@CalOES.ca.gov>, Junei Chen <junei.chen@byd.com>, "Kim, Daniel@DGS" <daniel.kim@dgs.ca.gov>
Subject: RE: California - Global Healthcare Product Solutions Master Supply Agreement

Respectfully, I would prefer to have the counter proposal in front of us before we get on a call so we can make the conversation as productive as possible.

Jennifer L. Bollinger (formerly Plescia)
Note New Email: Jennifer.Bollinger@caloes.ca.gov

Assistant Chief Counsel
Governor's Office of Emergency Services (Cal OES)
3650 Schriever Avenue
Mather, CA 95655
Office: (916) 845-8815
Cell: (916) 621-8523
Fax: (916) 845-8511
www.caloes.ca.gov

From: john.zhuang@byd.com <john.zhuang@byd.com>

Sent: Saturday, April 4, 2020 12:20 PM

To: Bollinger, Jennifer@CalOES <Jennifer.Bollinger@caloes.ca.gov>; oscar.su@byd.com

Cc: Pal, Alex@CalOES <Alex.Pal@CalOES.ca.gov>; Medigovich, Mitchell@CalOES <Mitchell.Medigovich@CalOES.ca.gov>; junei.chen@byd.com; Kim, Daniel@DGS <daniel.kim@dgs.ca.gov>

Subject: Re: California - Global Healthcare Product Solutions Master Supply Agreement

Hi Oscar:

I'm not sure if we will have our turn of the agreement done by then. The revision are very extensive. I'll provide an update at 2 pm.

Best,
John

<image003.png> **John Zhuang, Esq.** / Counsel

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From: "Bollinger, Jennifer@CalOES" <Jennifer.Bollinger@caloes.ca.gov>

Date: Saturday, April 4, 2020 at 12:18 PM

To: Oscar Su <oscar.su@byd.com>, John Zhuang <john.zhuang@byd.com>

Cc: "Pal, Alex@CalOES" <Alex.Pal@CalOES.ca.gov>, "Medigovich, Mitchell@CalOES" <Mitchell.Medigovich@CalOES.ca.gov>, Junei Chen <junei.chen@byd.com>, "Kim, Daniel@DGS" <daniel.kim@dgs.ca.gov>

Subject: RE: California - Global Healthcare Product Solutions Master Supply Agreement

Let me check-in with the team regarding availability. Will you be

providing any written edits in advance of the call?

Jennifer L. Bollinger (formerly Plescia)
Note New Email: Jennifer.Bollinger@caloes.ca.gov
Assistant Chief Counsel
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From: oscar.su@byd.com <oscar.su@byd.com>
Sent: Saturday, April 4, 2020 12:16 PM
To: john.zhuang@byd.com; Bollinger, Jennifer@CalOES <Jennifer.Bollinger@caloes.ca.gov>
Cc: Pal, Alex@CalOES <Alex.Pal@CalOES.ca.gov>; Medigovich, Mitchell@CalOES <Mitchell.Medigovich@CalOES.ca.gov>; junei.chen@byd.com; Kim, Daniel@DGS <daniel.kim@dgs.ca.gov>
Subject: RE: California - Global Healthcare Product Solutions Master Supply Agreement

Hi Jennifer,

Shall we have a con-call at 2pm to go through the agreement? please kindly advise your availability. Thank you.

Oscar Su
Senior Director | BYD America
Office: 213.748.3980 | Mobile [REDACTED]
1800 S Figueroa St, Los Angeles, CA 90015
www.byd.com | oscar.su@byd.com

From: john.zhuang@byd.com
Sent: Saturday, April 4, 2020 12:48 AM
To: Bollinger, Jennifer@CalOES <jennifer.bollinger@caloes.ca.gov>
Cc: oscar.su@byd.com; Pal, Alex@CalOES <alex.pal@caloes.ca.gov>; Medigovich, Mitchell@CalOES <mitchell.medigovich@caloes.ca.gov>; junei.chen@byd.com; Kim, Daniel@DGS <daniel.kim@dgs.ca.gov>
Subject: Re: California - Global Healthcare Product Solutions Master Supply Agreement

Recieved — no worries at all. I'll pass the request along.

John Zhuang, Counsel
BYD America

On Sat, Apr 4, 2020 at 12:45 AM -0700, "Bollinger, Jennifer@CalOES"
<Jennifer.Bollinger@caloes.ca.gov> wrote:

John – Apologies for this additional email. The State requests the BYD North America Group and the Parent Company serve as guarantors to product warranties as well.

Jennifer L. Bollinger (formerly Plescia)

Note New Email: Jennifer.Bollinger@caloes.ca.gov

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From: Bollinger, Jennifer@CalOES

Sent: Friday, April 3, 2020 11:09 PM

To: 'john.zhuang@byd.com' <john.zhuang@byd.com>

Cc: oscar.su@byd.com; Pal, Alex@CalOES <Alex.Pal@CalOES.ca.gov>; Medigovich, Mitchell@CalOES <Mitchell.Medigovich@CalOES.ca.gov>; junei.chen@byd.com; Kim, Daniel@DGS <daniel.kim@dgs.ca.gov>

Subject: RE: California - Global Healthcare Product Solutions Master Supply Agreement

John – The state's request in concept is:

BYD North America Group will issue a Guaranty Agreement for Global.

The Guaranty will provide for BYD North America Group to backstop Global's obligation to State of California with respect to refunding, as applicable, the portion of or all of California's prepayment to Global if any of the following events happen:

- (1) The N95 masks do not obtain NIOSH certification; or,
- (2) Failure to deliver N95 masks FOB [REDACTED] for any reason.

If you are able to obtain concept approval from BYD North America Group leadership, then we will work out the legal language.

Jennifer L. Bollinger (formerly Plescia)

Note New Email: Jennifer.Bollinger@caloes.ca.gov

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Fax: (916) 845-8511
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From: john.zhuang@byd.com <john.zhuang@byd.com>
Sent: Friday, April 3, 2020 10:21 PM
To: Bollinger, Jennifer@CalOES <Jennifer.Bollinger@caloes.ca.gov>
Cc: oscar.su@byd.com; Pal, Alex@CalOES <Alex.Pal@CalOES.ca.gov>; Medigovich, Mitchell@CalOES <Mitchell.Medigovich@CalOES.ca.gov>; junei.chen@byd.com; Kim, Daniel@DGS <daniel.kim@dgs.ca.gov>
Subject: Re: California - Global Healthcare Product Solutions Master Supply Agreement

Hi Jennifer: My initial take is that this will be challenging as BYD North America Group is not allowed to be used for this purpose for a company in a separate division. With that said, let me speak with our leaders and run this issue down. Because this involves a long chain of approvals, I just want to make sure that I have the State's request right. Upon your confirmation, I'll speak with our leaders and seek their feedback. -JZ

Request:

BYD North America Group will issue a Guaranty Agreement for Global.

The Guaranty will provide for BYD North America Group to backstop Global's obligation to DGS with respect to refunding, as applicable, the proportion of or all of DGS prepayment to Global if any of the following three events happen:

- (1) The N95 masks do not obtain NIOSH certification; or,
- (2) Global defaults on its Equipment delivery obligations to DGS; or,
- (3) The masks are pulled from the market by the US Government.

<image004.png> **John Zhuang, Esq.** / Counsel

BYD America
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(213) 748-3980 [REDACTED]

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From: "Bollinger, Jennifer@CalOES" <Jennifer.Bollinger@caloes.ca.gov>
Date: Friday, April 3, 2020 at 10:08 PM

To: John Zhuang <john.zhuang@byd.com>

Cc: Oscar Su <oscar.su@byd.com>, "Pal, Alex@CalOES" <Alex.Pal@CalOES.ca.gov>, "Medigovich, Mitchell@CalOES" <Mitchell.Medigovich@CalOES.ca.gov>, Junei Chen <junei.chen@byd.com>, "Kim, Daniel@DGS" <daniel.kim@dgs.ca.gov>

Subject: RE: California - Global Healthcare Product Solutions Master Supply Agreement

John –

The State needs BYD North America along with the Parent Company to guarantee and be signatories to the agreement. Please let know if this requirement can be worked out on your end. Thank you,

Jennifer L. Bollinger (formerly Plescia)

Note New Email: Jennifer.Bollinger@caloes.ca.gov

Assistant Chief Counsel
Governor's Office of Emergency Services (Cal OES)
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Mather, CA 95655
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From: john.zhuang@byd.com <john.zhuang@byd.com>

Sent: Friday, April 3, 2020 9:46 PM

To: Bollinger, Jennifer@CalOES <Jennifer.Bollinger@caloes.ca.gov>

Cc: oscar.su@byd.com; Pal, Alex@CalOES <Alex.Pal@CalOES.ca.gov>; Medigovich, Mitchell@CalOES <Mitchell.Medigovich@CalOES.ca.gov>; junei.chen@byd.com; Kim, Daniel@DGS <daniel.kim@dgs.ca.gov>

Subject: Re: California - Global Healthcare Product Solutions Master Supply Agreement

Jennifer:

BYD Industrial Development can issue a Parent Company Guaranty for Global.

The PCG will cover Global's liability with respect to refunding, as applicable, the proportion or all of DGS prepayment to Global in the following two events:

- (1) The masks do not obtain NIOSH certification; or,
- (2) Global defaults on its Equipment delivery obligations to DGS.

Your third request, if the masks get held by a government, was read by us to mean if the masks are determined by the US government to be nonconforming and the government has pulled them from the market. If so, we can probably cover that scenario under the PCG as well.

Please let me know if that works.

Best,

John

<image005.png> **John Zhuang, Esq.** / Counsel

BYD America

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(213) 748-3980 [REDACTED]

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From: "Bollinger, Jennifer@CalOES" <Jennifer.Bollinger@caloes.ca.gov>
Date: Friday, April 3, 2020 at 9:30 PM
To: John Zhuang <john.zhuang@byd.com>
Cc: Oscar Su <oscar.su@byd.com>, "Pal, Alex@CalOES" <Alex.Pal@CalOES.ca.gov>, "Medigovich, Mitchell@CalOES" <Mitchell.Medigovich@CalOES.ca.gov>, Junei Chen <junei.chen@byd.com>, "Kim, Daniel@DGS" <daniel.kim@dgs.ca.gov>
Subject: RE: California - Global Healthcare Product Solutions Master Supply Agreement

John –

Thank you for the explanation. We would like to discuss BYD North America and BYD Industrial Development guaranteeing performance of the agreement, which would include covering the return of prepayment funds should the masks not obtain NIOSH certification, get held by a government, or any other nonperformance. If this warrants a phone conversation with Stella, we are available.

Jennifer L. Bollinger (formerly Plescia)
Note New Email: Jennifer.Bollinger@caloes.ca.gov
Assistant Chief Counsel
Governor's Office of Emergency Services (Cal OES)
3650 Schriever Avenue
Mather, CA 95655
Office: (916) 845-8815
Cell: (916) 621-8523
Fax: (916) 845-8511
www.caloes.ca.gov

From: john.zhuang@byd.com <john.zhuang@byd.com>

Sent: Friday, April 3, 2020 8:55 PM

To: Bollinger, Jennifer@CalOES <Jennifer.Bollinger@caloes.ca.gov>

Cc: oscar.su@byd.com; Pal, Alex@CalOES <Alex.Pal@CalOES.ca.gov>; Medigovich, Mitchell@CalOES <Mitchell.Medigovich@CalOES.ca.gov>; junei.chen@byd.com; Kim, Daniel@DGS <daniel.kim@dgs.ca.gov>

Subject: Re: California - Global Healthcare Product Solutions Master Supply Agreement

Jennifer:

Sure, happy to help. BYD's contract manufacturing division started Global Healthcare Product Solutions earlier this year to sell healthcare products in the US. The impetus was to help provide relief for the COVID-19 outbreak. They picked the name because they wanted folks to recognize it as a business that sold healthcare products, not to be conflated with the EV / clean energy business.

Per our HQ's policy, this is the company that's approved to sell healthcare products to all public and private customers in the US. It has currently sold a lot of masks to both public and private customers in the US without any issues.

Attached:

- Certificate of Formation for Global Healthcare Product Solutions, LLC
- Certificate of Good Standing
- Membership List – It's owned by Shenzhen BYD Industrial Development Co., Ltd., which has an address of BYD's headquarters campus in Shenzhen at 3009 BYD Road, Pingshan District Shenzhen, P. R. China.

Best,
John

<image006.png> **John Zhuang, Esq.** / Counsel

BYD America

1800 S Figueroa St, Los Angeles, CA
(213) 748-3980 [REDACTED]

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From: "Bollinger, Jennifer@CalOES" <Jennifer.Bollinger@caloes.ca.gov>

Date: Friday, April 3, 2020 at 8:37 PM

To: John Zhuang <john.zhuang@byd.com>

Cc: Oscar Su <oscar.su@byd.com>, "Pal, Alex@CalOES" <Alex.Pal@CalOES.ca.gov>,

"Medigovich, Mitchell@CalOES" <Mitchell.Medigovich@CalOES.ca.gov>, Junei Chen <junei.chen@byd.com>, "Kim, Daniel@DGS" <daniel.kim@dgs.ca.gov>

Subject: RE: California - Global Healthcare Product Solutions Master Supply Agreement

John –

Will you please send the corporate documents over so we can review for due diligence purposes?

Jennifer L. Bollinger (formerly Plescia)

Note New Email: Jennifer.Bollinger@caloes.ca.gov

Assistant Chief Counsel
Governor's Office of Emergency Services (Cal OES)
3650 Schriever Avenue
Mather, CA 95655
Office: (916) 845-8815
Cell: (916) 621-8523
Fax: (916) 845-8511
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From: john.zhuang@byd.com <john.zhuang@byd.com>

Sent: Friday, April 3, 2020 8:19 PM

To: Bollinger, Jennifer@CalOES <Jennifer.Bollinger@caloes.ca.gov>

Cc: oscar.su@byd.com; Pal, Alex@CalOES <Alex.Pal@CalOES.ca.gov>; Medigovich, Mitchell@CalOES <Mitchell.Medigovich@CalOES.ca.gov>; junei.chen@byd.com; Kim, Daniel@DGS <daniel.kim@dgs.ca.gov>

Subject: Re: California - Global Healthcare Product Solutions Master Supply Agreement

Hi Jennifer:

The US seller for BYD's mask business is Global Healthcare Product Solutions, LLC, which is a subsidiary of BYD Co., Ltd and part of the company's product contract manufacturing division.

BYD North America Group is also a subsidiary of BYD Co., Ltd, but it is part of a different division in the Company that is responsible for making and selling clean energy and green transportation products – e.g., Solar, Battery-Energy Storage, and Commercial Battery-Electric Buses and Trucks.

Hope this helps!

Best,
John

<image007.png> **John Zhuang, Esq. / Counsel**

BYD America

1800 S Figueroa St, Los Angeles, CA
(213) 748-3980 [REDACTED]

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From: "Bollinger, Jennifer@CalOES" <Jennifer.Bollinger@caloes.ca.gov>

Date: Friday, April 3, 2020 at 8:12 PM

To: John Zhuang <john.zhuang@byd.com>

Cc: Oscar Su <oscar.su@byd.com>, "Pal, Alex@CalOES" <Alex.Pal@CalOES.ca.gov>, "Medigovich, Mitchell@CalOES" <Mitchell.Medigovich@CalOES.ca.gov>, Junei Chen <junei.chen@byd.com>, "Kim, Daniel@DGS" <daniel.kim@dgs.ca.gov>

Subject: RE: California - Global Healthcare Product Solutions Master Supply Agreement

John –

Hoping you could provide some clarification on the contracting entity. The MSA that was transmitted to Cal OES reflects Global Healthcare Product Solutions, LLC. I understood this to be a contract directly with BYD North America. Please advise as soon as you can.

Jennifer L. Bollinger (formerly Plescia)

Note New Email: Jennifer.Bollinger@caloes.ca.gov

Assistant Chief Counsel
Governor's Office of Emergency Services (Cal OES)
3650 Schriever Avenue
Mather, CA 95655
Office: (916) 845-8815
Cell: (916) 621-8523
Fax: (916) 845-8511
www.caloes.ca.gov

From: john.zhuang@byd.com <john.zhuang@byd.com>

Sent: Friday, April 3, 2020 7:28 PM

To: Bollinger, Jennifer@CalOES <Jennifer.Bollinger@caloes.ca.gov>

Cc: oscar.su@byd.com; Pal, Alex@CalOES <Alex.Pal@CalOES.ca.gov>; Medigovich, Mitchell@CalOES <Mitchell.Medigovich@CalOES.ca.gov>; junei.chen@byd.com

Subject: Re: California - Global Healthcare Product Solutions Master Supply Agreement

Jennifer:

Following up on my initial correspondence, I have worked with our team to fill in the volume and dollar figures in the MSA and PO – both documents are updated and ready for your review and, if needed, comments. On a separate thread with CalOES which you are on the copy (I've attached that e-mail here as well), Oscar has sent the identical updated documents to the CalOES team. I'm happy to keep this separate chain open for legal discussions or merge the discussion into one email chain at your preference. Happy to further discuss over a call if needed.

Best,
John

<image008.png> **John Zhuang, Esq.** / Counsel

BYD America
1800 S Figueroa St, Los Angeles, CA
(213) 748-3980 [REDACTED]

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From: John Zhuang <john.zhuang@byd.com>

Date: Friday, April 3, 2020 at 6:44 PM

To: "Bollinger, Jennifer@CalOES" <Jennifer.Bollinger@caloes.ca.gov>

Cc: Junei Chen <junei.chen@byd.com>, "Pal, Alex@CalOES" <Alex.Pal@CalOES.ca.gov>

Subject: Re: California - Global Healthcare Product Solutions Master Supply Agreement

Thank you Jennifer.

<image009.png> **John Zhuang, Esq.** / Counsel

BYD America
1800 S Figueroa St, Los Angeles, CA
(213) 748-3980 [REDACTED]

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From: "Bollinger, Jennifer@CalOES" <Jennifer.Bollinger@caloes.ca.gov>
Date: Friday, April 3, 2020 at 6:44 PM
To: John Zhuang <john.zhuang@byd.com>
Cc: Junei Chen <junei.chen@byd.com>, "Pal, Alex@CalOES" <Alex.Pal@CalOES.ca.gov>
Subject: RE: California - Global Healthcare Product Solutions Master Supply Agreement

John and Junei –

Just letting you know that we are on 24/7 at the state operations center and will be working on this throughout the night. We plan to be in touch to discuss the contract.

Best,

Jennifer L. Bollinger (formerly Plescia)
Note New Email: Jennifer.Bollinger@caloes.ca.gov
Assistant Chief Counsel
Governor's Office of Emergency Services (Cal OES)
3650 Schriever Avenue
Mather, CA 95655
Office: (916) 845-8815
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Fax: (916) 845-8511
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From: john.zhuang@byd.com <john.zhuang@byd.com>
Sent: Friday, April 3, 2020 2:23 PM
To: Bollinger, Jennifer@CalOES <Jennifer.Bollinger@caloes.ca.gov>; john.zhuang@byd.com
Cc: junei.chen@byd.com
Subject: California - Global Healthcare Product Solutions Master Supply Agreement

Hi Jennifer:

It's a pleasure to meet you over e-mail. I've taken the liberty of taking some of our other teammates to BCC in order to free up their inboxes. As discussed, please find attached our standard master supply agreement, approved by our HQ, that we've been executing with public and private entities around the United States for the sale of masks and related healthcare equipment. I've added an additional Schedule D to the MSA to discuss terms specific to our current transaction – i.e., production reservation fee and large volume commitments. In the interest of time, I've left date, dollars, and other variable blank for now. I will work on filling those figure in throughout today and tomorrow, but wanted to get you the template first.

Jennifer, we're excited to work with you and look forward to finalizing this Agreement soon. I've also copied my colleague Junei Chen from our legal department to this email chain so that she can also support our efforts. My contact information is below. Please don't hesitate to contact me should you need anything at all. I'm available at your disposal at all hours. In an effort to stay aligned during this short runway, I would greatly appreciate it if I could also have your cellphone number. Many thanks!

Best regards,

John Zhuang, Esq.

M: [REDACTED] (feel free to call or text)

E: john.zhuang@byd.com

From: John Zhuang <john.zhuang@byd.com>

Date: Friday, April 3, 2020 at 2:08 PM

To: Stella Li <stella.li@byd.com>, "trevor@frontlinesupport.org" <trevor@frontlinesupport.org>, "mark.ghilarducci@caloes.ca.gov" <mark.ghilarducci@caloes.ca.gov>, "christina.curry@caloes.ca.gov" <christina.curry@caloes.ca.gov>, "Mitchell.Medigovich@CalOES.ca.gov" <Mitchell.Medigovich@CalOES.ca.gov>, "jennifer.bollinger@caloes.ca.gov" <jennifer.bollinger@caloes.ca.gov>, "alex.pal@caloes.ca.gov" <alex.pal@caloes.ca.gov>, Oscar Su <oscar.su@byd.com>, Nancy Liu <nancy.liu@byd.com>

Cc: 'Shige Honjo' <shige@frontlinesupport.org>, "bryson@frontlinesupport.org" <bryson@frontlinesupport.org>, 'Fan Dai' <fandai@frontlinesupport.org>, 'Jamie Gardner' <jamie@frontlinesupport.org>

Subject: Re: Connecting Everyone

Thank you, Stella and Trevor.

Mark, Jennifer, and team:

It was a pleasure to meet you over the phone. Jennifer, as discussed, I will send you our template master supply agreement for your review in the email subsequent to this email. Please feel free to reach out and further discuss the matter any time if you wish. Per Stella, our factory needs to know our confirmed next steps very soon in order to achieve our goals here, to that end we're targeting tomorrow night as the due date for the signing of this Agreement.

Best,
John

<image010.png> **John Zhuang, Esq. / Counsel**

BYD America

1800 S Figueroa St, Los Angeles, CA
(213) 748-3980 [REDACTED]

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From: Stella Li <stella.li@byd.com>

Date: Friday, April 3, 2020 at 2:03 PM

To: "trevor@frontlinesupport.org" <trevor@frontlinesupport.org>, "mark.ghilarducci@caloes.ca.gov" <mark.ghilarducci@caloes.ca.gov>, "christina.curry@caloes.ca.gov" <christina.curry@caloes.ca.gov>, "Mitchell.Medigovich@CalOES.ca.gov" <Mitchell.Medigovich@CalOES.ca.gov>, "jennifer.bollinger@caloes.ca.gov" <jennifer.bollinger@caloes.ca.gov>, "alex.pal@caloes.ca.gov" <alex.pal@caloes.ca.gov>, Oscar Su <oscar.su@byd.com>, Nancy Liu <nancy.liu@byd.com>

Cc: 'Shige Honjo' <shige@frontlinesupport.org>, "bryson@frontlinesupport.org" <bryson@frontlinesupport.org>, 'Fan Dai' <fandai@frontlinesupport.org>, 'Jamie Gardner' <jamie@frontlinesupport.org>, John Zhuang <john.zhuang@byd.com>

Subject: RE: Connecting Everyone

Dear Trevor

Thank you. I add John here.

Dear Mark and All the team

Thank you so much for the call today. John will work with Jennifer today and target to have our contract to be in place by end of tomorrow.

If you have any questions, please feel free to reach me at my cell [REDACTED] If need, we could have another conference call tomorrow to finalize everything.

Thank you for your trust. You could count on us.

Stay safe and have a nice weekend.

Stella Li | President | BYD Motors Inc.
1800 Figueroa, Los Angeles, CA90015
Toll Free:1-800-BYD-Auto
Tell:213-748-3980
Fax:213-748-3945

<http://www.byd.com>

Visit us, Follow us on   

From: trevor@frontlinesupport.org [<mailto:trevor@frontlinesupport.org>]

Sent: 2020年4月2日 21:06

To: mark.ghilarducci@caloes.ca.gov; christina.curry@caloes.ca.gov;
Mitchell.Medigovich@CalOES.ca.gov; jennifer.bollinger@caloes.ca.gov;
alex.pal@caloes.ca.gov; stella.li@byd.com; oscar.su@byd.com; nancy.liu@byd.com


Cc: 'Shige Honjo'; bryson@frontlinesupport.org; 'Fan Dai'; 'Jamie Gardner'

Subject: Connecting Everyone

CalOES and BYD,

Connecting you all on the same thread so everyone has each other's emails. BYD I have shared your proposal with the CalOES team who are looking forward to the call tomorrow at 1pm PST. Some of the core Frontline Support team members are on the CC line and are available to help support as needed.

Best,

Trevor Houser
Frontline Support
647 4th Street
Oakland, CA 94607
+ 
trevor@frontlinesupport.org

Respectfully, I would prefer to have the counter proposal in front of us before we get on a call so we can make the conversation as productive as possible.

Jennifer L. Bollinger (formerly Plescia)

Note New Email: Jennifer.Bollinger@caloes.ca.gov

Assistant Chief Counsel

Governor's Office of Emergency Services (Cal OES)

3650 Schriever Avenue

Mather, CA 95655

Office: (916) 845-8815

Cell: (916) 621-8523

Fax: (916) 845-8511

www.caloes.ca.gov

From: john.zhuang@byd.com <john.zhuang@byd.com>

Sent: Saturday, April 4, 2020 12:20 PM

To: Bollinger, Jennifer@CalOES <Jennifer.Bollinger@caloes.ca.gov>; oscar.su@byd.com

Cc: Pal, Alex@CalOES <Alex.Pal@CalOES.ca.gov>; Medigovich, Mitchell@CalOES <Mitchell.Medigovich@CalOES.ca.gov>; junei.chen@byd.com; Kim, Daniel@DGS <daniel.kim@dgs.ca.gov>

Subject: Re: California - Global Healthcare Product Solutions Master Supply Agreement

Hi Oscar:

I'm not sure if we will have our turn of the agreement done by then. The revision are very extensive. I'll provide an update at 2 pm.

Best,
John



John Zhuang, Esq. / Counsel

BYD America

1800 S Figueroa St, Los Angeles, CA

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From: "Bollinger, Jennifer@CalOES" <Jennifer.Bollinger@caloes.ca.gov>

Date: Saturday, April 4, 2020 at 12:18 PM

To: Oscar Su <oscar.su@byd.com>, John Zhuang <john.zhuang@byd.com>

Cc: "Pal, Alex@CalOES" <Alex.Pal@CalOES.ca.gov>, "Medigovich, Mitchell@CalOES" <Mitchell.Medigovich@CalOES.ca.gov>, Junei Chen <junei.chen@byd.com>, "Kim, Daniel@DGS" <daniel.kim@dgs.ca.gov>

Subject: RE: California - Global Healthcare Product Solutions Master Supply Agreement

Let me check-in with the team regarding availability. Will you be providing any written edits in advance of the call?

Jennifer L. Bollinger (formerly Plescia)

Note New Email: Jennifer.Bollinger@caloes.ca.gov

Assistant Chief Counsel

Governor's Office of Emergency Services (Cal OES)

3650 Schriever Avenue

Mather, CA 95655

Office: (916) 845-8815

Cell: (916) 621-8523

Fax: (916) 845-8511

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From: oscar.su@byd.com <oscar.su@byd.com>

Sent: Saturday, April 4, 2020 12:16 PM

To: john.zhuang@byd.com; Bollinger, Jennifer@CalOES <Jennifer.Bollinger@caloes.ca.gov>

Cc: Pal, Alex@CalOES <Alex.Pal@CalOES.ca.gov>; Medigovich, Mitchell@CalOES <Mitchell.Medigovich@CalOES.ca.gov>; junei.chen@byd.com; Kim, Daniel@DGS <daniel.kim@dgs.ca.gov>

Subject: RE: California - Global Healthcare Product Solutions Master Supply Agreement

Hi Jennifer,

Shall we have a con-call at 2pm to go through the agreement? please kindly advise your availability. Thank you.

Oscar Su

Senior Director | BYD America

Office: 213.748.3980 | Mobile [REDACTED]

1800 S Figueroa St, Los Angeles, CA 90015

www.byd.com | oscar.su@byd.com

From: john.zhuang@byd.com

Sent: Saturday, April 4, 2020 12:48 AM

To: Bollinger, Jennifer@CalOES <jennifer.bollinger@caloes.ca.gov>

Cc: oscar.su@byd.com; Pal, Alex@CalOES <alex.pal@caloes.ca.gov>; Medigovich, Mitchell@CalOES <mitchell.medigovich@caloes.ca.gov>; junei.chen@byd.com; Kim, Daniel@DGS <daniel.kim@dgs.ca.gov>
Subject: Re: California - Global Healthcare Product Solutions Master Supply Agreement

Received — no worries at all. I'll pass the request along.

John Zhuang, Counsel
BYD America

On Sat, Apr 4, 2020 at 12:45 AM -0700, "Bollinger, Jennifer@CalOES" <Jennifer.Bollinger@caloes.ca.gov> wrote:

John – Apologies for this additional email. The State requests the BYD North America Group and the Parent Company serve as guarantors to product warranties as well.

Jennifer L. Bollinger (formerly Plescia)
Note New Email: Jennifer.Bollinger@caloes.ca.gov
Assistant Chief Counsel
Governor's Office of Emergency Services (Cal OES)
3650 Schriever Avenue
Mather, CA 95655
Office: (916) 845-8815
Cell: (916) 621-8523
Fax: (916) 845-8511
www.caloes.ca.gov

From: Bollinger, Jennifer@CalOES
Sent: Friday, April 3, 2020 11:09 PM
To: 'john.zhuang@byd.com' <john.zhuang@byd.com>
Cc: oscar.su@byd.com; Pal, Alex@CalOES <Alex.Pal@CalOES.ca.gov>; Medigovich, Mitchell@CalOES <Mitchell.Medigovich@CalOES.ca.gov>; junei.chen@byd.com; Kim, Daniel@DGS <daniel.kim@dgs.ca.gov>
Subject: RE: California - Global Healthcare Product Solutions Master Supply Agreement

John – The state's request in concept is:

BYD North America Group will issue a Guaranty Agreement for Global.

The Guaranty will provide for BYD North America Group to backstop Global's obligation to State of California with respect to refunding, as applicable, the portion of or all of California's prepayment to Global if any of the following events happen:

- (1) The N95 masks do not obtain NIOSH certification; or,
- (2) Failure to deliver N95 masks FOB [REDACTED] for any reason.

If you are able to obtain concept approval from BYD North America Group leadership, then we will work out the legal language.

Jennifer L. Bollinger (formerly Plescia)

Note New Email: Jennifer.Bollinger@caloes.ca.gov

Assistant Chief Counsel

Governor's Office of Emergency Services (Cal OES)

3650 Schriever Avenue

Mather, CA 95655

Office: (916) 845-8815

Cell: (916) 621-8523

Fax: (916) 845-8511

www.caloes.ca.gov

From: john.zhuang@byd.com <john.zhuang@byd.com>

Sent: Friday, April 3, 2020 10:21 PM

To: Bollinger, Jennifer@CalOES <Jennifer.Bollinger@caloes.ca.gov>

Cc: oscar.su@byd.com; Pal, Alex@CalOES <Alex.Pal@CalOES.ca.gov>; Medigovich, Mitchell@CalOES <Mitchell.Medigovich@CalOES.ca.gov>; junei.chen@byd.com; Kim, Daniel@DGS <daniel.kim@dgs.ca.gov>

Subject: Re: California - Global Healthcare Product Solutions Master Supply Agreement

Hi Jennifer: My initial take is that this will be challenging as BYD North America Group is not allowed to be used for this purpose for a company in a separate division. With that said, let me speak with our leaders and run this issue down. Because this involves a long chain of approvals, I just want to make sure that I have the State's request right. Upon your confirmation, I'll speak with our leaders and seek their feedback. -JZ

Request:

BYD North America Group will issue a Guaranty Agreement for Global.

The Guaranty will provide for BYD North America Group to backstop Global's obligation to DGS with respect to refunding, as applicable, the proportion of or all of DGS prepayment to Global if any of the following three events happen:

- (1) The N95 masks do not obtain NIOSH certification; or,
- (2) Global defaults on its Equipment delivery obligations to DGS; or,
- (3) The masks are pulled from the market by the US Government.



John Zhuang, Esq. / Counsel

BYD America

1800 S Figueroa St, Los Angeles, CA
(213) 748-3980 [REDACTED]

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From: "Bollinger, Jennifer@CalOES" <Jennifer.Bollinger@caloes.ca.gov>
Date: Friday, April 3, 2020 at 10:08 PM
To: John Zhuang <john.zhuang@byd.com>
Cc: Oscar Su <oscar.su@byd.com>, "Pal, Alex@CalOES" <Alex.Pal@CalOES.ca.gov>, "Medigovich, Mitchell@CalOES" <Mitchell.Medigovich@CalOES.ca.gov>, Junei Chen <junei.chen@byd.com>, "Kim, Daniel@DGS" <daniel.kim@dgs.ca.gov>
Subject: RE: California - Global Healthcare Product Solutions Master Supply Agreement

John –

The State needs BYD North America along with the Parent Company to guarantee and be signatories to the agreement. Please let know if this requirement can be worked out on your end. Thank you,

Jennifer L. Bollinger (formerly Plescia)
Note New Email: Jennifer.Bollinger@caloes.ca.gov
Assistant Chief Counsel
Governor's Office of Emergency Services (Cal OES)
3650 Schriever Avenue
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Office: (916) 845-8815
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From: john.zhuang@byd.com <john.zhuang@byd.com>
Sent: Friday, April 3, 2020 9:46 PM
To: Bollinger, Jennifer@CalOES <Jennifer.Bollinger@caloes.ca.gov>
Cc: oscar.su@byd.com; Pal, Alex@CalOES <Alex.Pal@CalOES.ca.gov>; Medigovich, Mitchell@CalOES <Mitchell.Medigovich@CalOES.ca.gov>; junei.chen@byd.com; Kim, Daniel@DGS <daniel.kim@dgs.ca.gov>
Subject: Re: California - Global Healthcare Product Solutions Master Supply Agreement

Jennifer:

BYD Industrial Development can issue a Parent Company Guaranty for Global.

The PCG will cover Global's liability with respect to refunding, as applicable, the proportion or all of DGS prepayment to Global in the following two events:

- (1) The masks do not obtain NIOSH certification; or,
- (2) Global defaults on its Equipment delivery obligations to DGS.

Your third request, if the masks get held by a government, was read by us to mean if the masks are determined by the US government to be nonconforming and the government has pulled them from the market. If so, we can probably cover that scenario under the PCG as well.

Please let me know if that works.

Best,
John



John Zhuang, Esq. / Counsel

BYD America

1800 S Figueroa St, Los Angeles, CA
(213) 748-3980 [REDACTED]

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From: "Bollinger, Jennifer@CalOES" <Jennifer.Bollinger@caloes.ca.gov>

Date: Friday, April 3, 2020 at 9:30 PM

To: John Zhuang <john.zhuang@byd.com>

Cc: Oscar Su <oscar.su@byd.com>, "Pal, Alex@CalOES" <Alex.Pal@CalOES.ca.gov>, "Medigovich, Mitchell@CalOES" <Mitchell.Medigovich@CalOES.ca.gov>, Junei Chen <junei.chen@byd.com>, "Kim, Daniel@DGS" <daniel.kim@dgs.ca.gov>

Subject: RE: California - Global Healthcare Product Solutions Master Supply Agreement

John –

Thank you for the explanation. We would like to discuss BYD North America and BYD Industrial Development guaranteeing performance of the agreement, which would include covering the return of prepayment funds

should the masks not obtain NIOSH certification, get held by a government, or any other nonperformance. If this warrants a phone conversation with Stella, we are available.

Jennifer L. Bollinger (formerly Plescia)

Note New Email: Jennifer.Bollinger@caloes.ca.gov

Assistant Chief Counsel

Governor's Office of Emergency Services (Cal OES)

3650 Schriever Avenue

Mather, CA 95655

Office: (916) 845-8815

Cell: (916) 621-8523

Fax: (916) 845-8511

www.caloes.ca.gov

From: john.zhuang@byd.com <john.zhuang@byd.com>

Sent: Friday, April 3, 2020 8:55 PM

To: Bollinger, Jennifer@CalOES <Jennifer.Bollinger@caloes.ca.gov>

Cc: oscar.su@byd.com; Pal, Alex@CalOES <Alex.Pal@CalOES.ca.gov>; Medigovich, Mitchell@CalOES <Mitchell.Medigovich@CalOES.ca.gov>; junei.chen@byd.com; Kim, Daniel@DGS <daniel.kim@dgs.ca.gov>

Subject: Re: California - Global Healthcare Product Solutions Master Supply Agreement

Jennifer:

Sure, happy to help. BYD's contract manufacturing division started Global Healthcare Product Solutions earlier this year to sell healthcare products in the US. The impetus was to help provide relief for the COVID-19 outbreak. They picked the name because they wanted folks to recognize it as a business that sold healthcare products, not to be conflated with the EV / clean energy business.

Per our HQ's policy, this is the company that's approved to sell healthcare products to all public and private customers in the US. It has currently sold a lot of masks to both public and private customers in the US without any issues.

Attached:

- Certificate of Formation for Global Healthcare Product Solutions, LLC
- Certificate of Good Standing
- Membership List – It's owned by Shenzhen BYD Industrial Development Co., Ltd., which has an address of BYD's headquarters campus in Shenzhen at 3009 BYD Road, Pingshan District Shenzhen, P. R. China.

Best,
John

John Zhuang, Esq. / Counsel



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From: "Bollinger, Jennifer@CalOES" <Jennifer.Bollinger@caloes.ca.gov>
Date: Friday, April 3, 2020 at 8:37 PM
To: John Zhuang <john.zhuang@byd.com>
Cc: Oscar Su <oscar.su@byd.com>, "Pal, Alex@CalOES" <Alex.Pal@CalOES.ca.gov>, "Medigovich, Mitchell@CalOES" <Mitchell.Medigovich@CalOES.ca.gov>, Junei Chen <junei.chen@byd.com>, "Kim, Daniel@DGS" <daniel.kim@dgs.ca.gov>
Subject: RE: California - Global Healthcare Product Solutions Master Supply Agreement

John –

Will you please send the corporate documents over so we can review for due diligence purposes?

Jennifer L. Bollinger (formerly Plescia)
Note New Email: Jennifer.Bollinger@caloes.ca.gov
Assistant Chief Counsel
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From: john.zhuang@byd.com <john.zhuang@byd.com>
Sent: Friday, April 3, 2020 8:19 PM
To: Bollinger, Jennifer@CalOES <Jennifer.Bollinger@caloes.ca.gov>
Cc: oscar.su@byd.com; Pal, Alex@CalOES <Alex.Pal@CalOES.ca.gov>; Medigovich, Mitchell@CalOES <Mitchell.Medigovich@CalOES.ca.gov>; junei.chen@byd.com; Kim, Daniel@DGS <daniel.kim@dgs.ca.gov>
Subject: Re: California - Global Healthcare Product Solutions Master Supply Agreement

Hi Jennifer:

The US seller for BYD's mask business is Global Healthcare Product Solutions, LLC, which is a subsidiary of BYD Co., Ltd and part of the company's product contract manufacturing division.

BYD North America Group is also a subsidiary of BYD Co., Ltd, but it is part of a different division in the Company that is responsible for making and selling clean energy and green transportation products – e.g., Solar, Battery-Energy Storage, and Commercial Battery-Electric Buses and Trucks.

Hope this helps!

Best,
John



John Zhuang, Esq. / Counsel

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From: "Bollinger, Jennifer@CalOES" <Jennifer.Bollinger@caloes.ca.gov>

Date: Friday, April 3, 2020 at 8:12 PM

To: John Zhuang <john.zhuang@byd.com>

Cc: Oscar Su <oscar.su@byd.com>, "Pal, Alex@CalOES" <Alex.Pal@CalOES.ca.gov>, "Medigovich, Mitchell@CalOES" <Mitchell.Medigovich@CalOES.ca.gov>, Junei Chen <junei.chen@byd.com>, "Kim, Daniel@DGS" <daniel.kim@dgs.ca.gov>

Subject: RE: California - Global Healthcare Product Solutions Master Supply Agreement

John –

Hoping you could provide some clarification on the contracting entity. The MSA that was transmitted to Cal OES reflects Global Healthcare Product Solutions, LLC. I understood this to be a contract directly with BYD North America. Please advise as soon as you can.

Jennifer L. Bollinger (formerly Plescia)

Note New Email: Jennifer.Bollinger@caloes.ca.gov

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From: john.zhuang@byd.com <john.zhuang@byd.com>

Sent: Friday, April 3, 2020 7:28 PM

To: Bollinger, Jennifer@CalOES <Jennifer.Bollinger@caloes.ca.gov>

Cc: oscar.su@byd.com; Pal, Alex@CalOES <Alex.Pal@CalOES.ca.gov>; Medigovich, Mitchell@CalOES <Mitchell.Medigovich@CalOES.ca.gov>; junei.chen@byd.com

Subject: Re: California - Global Healthcare Product Solutions Master Supply Agreement

Jennifer:

Following up on my initial correspondence, I have worked with our team to fill in the volume and dollar figures in the MSA and PO – both documents are updated and ready for your review and, if needed, comments. On a separate thread with CalOES which you are on the copy (I've attached that e-mail here as well), Oscar has sent the identical updated documents to the CalOES team. I'm happy to keep this separate chain open for legal discussions or merge the discussion into one email chain at your preference. Happy to further discuss over a call if needed.

Best,
John



John Zhuang, Esq. / Counsel

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From: John Zhuang <john.zhuang@byd.com>
Date: Friday, April 3, 2020 at 6:44 PM
To: "Bollinger, Jennifer@CalOES" <Jennifer.Bollinger@caloes.ca.gov>
Cc: Junei Chen <junei.chen@byd.com>, "Pal, Alex@CalOES" <Alex.Pal@CalOES.ca.gov>
Subject: Re: California - Global Healthcare Product Solutions Master Supply Agreement

Thank you Jennifer.



John Zhuang, Esq. / Counsel

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(213) 748-3980 [REDACTED]

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Date: Friday, April 3, 2020 at 6:44 PM
To: John Zhuang <john.zhuang@byd.com>
Cc: Junei Chen <junei.chen@byd.com>, "Pal, Alex@CalOES" <Alex.Pal@CalOES.ca.gov>
Subject: RE: California - Global Healthcare Product Solutions Master Supply Agreement

John and Junei –

Just letting you know that we are on 24/7 at the state operations center and will be working on this throughout the night. We plan to be in touch to discuss the contract.

Best,

Jennifer L. Bollinger (formerly Plescia)
Note New Email: Jennifer.Bollinger@caloes.ca.gov
Assistant Chief Counsel
Governor's Office of Emergency Services (Cal OES)
3650 Schriever Avenue
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From: john.zhuang@byd.com <john.zhuang@byd.com>
Sent: Friday, April 3, 2020 2:23 PM
To: Bollinger, Jennifer@CalOES <Jennifer.Bollinger@caloes.ca.gov>; john.zhuang@byd.com
Cc: junei.chen@byd.com
Subject: California - Global Healthcare Product Solutions Master Supply Agreement

Hi Jennifer:

It's a pleasure to meet you over e-mail. I've taken the liberty of taking some of our other teammates to BCC in order to free up their inboxes. As discussed, please find attached our standard master supply agreement, approved by our HQ, that we've been executing with public and private entities around the United States for the sale of masks and related healthcare equipment. I've added an additional Schedule D to the MSA to discuss terms specific to our current transaction – i.e., production reservation fee and large volume commitments. In the interest of time, I've left date, dollars, and other variable blank for now. I will work on filling those figure in throughout today and tomorrow, but wanted to get you the template first.

Jennifer, we're excited to work with you and look forward to finalizing this Agreement soon. I've also copied my colleague Junei Chen from our legal department to this email chain so that she can also support our efforts. My contact information is below. Please don't hesitate to contact me should you need anything at all. I've available at your disposal at all hours. In an effort to stay aligned during this short runway, I would greatly appreciate it if I could also have your cellphone number. Many thanks!

Best regards,

John Zhuang, Esq.
M: [REDACTED] (feel free to call or text)
E: john.zhuang@byd.com

From: John Zhuang <john.zhuang@byd.com>
Date: Friday, April 3, 2020 at 2:08 PM
To: Stella Li <stella.li@byd.com>, "trevor@frontlinesupport.org" <trevor@frontlinesupport.org>, "mark.ghilarducci@caloes.ca.gov" <mark.ghilarducci@caloes.ca.gov>, "christina.curry@caloes.ca.gov" <christina.curry@caloes.ca.gov>, "Mitchell.Medigovich@CalOES.ca.gov" <Mitchell.Medigovich@CalOES.ca.gov>, "jennifer.bollinger@caloes.ca.gov" <jennifer.bollinger@caloes.ca.gov>, "alex.pal@caloes.ca.gov" <alex.pal@caloes.ca.gov>, Oscar Su <oscar.su@byd.com>, Nancy Liu <nancy.liu@byd.com>
Cc: 'Shige Honjo' <shige@frontlinesupport.org>, "bryson@frontlinesupport.org"

<bryson@frontlinesupport.org>, 'Fan Dai' <fandai@frontlinesupport.org>, 'Jamie Gardner' <jamie@frontlinesupport.org>

Subject: Re: Connecting Everyone

Thank you, Stella and Trevor.

Mark, Jennifer, and team:

It was a pleasure to meet you over the phone. Jennifer, as discussed, I will send you our template master supply agreement for your review in the email subsequent to this email. Please feel free to reach out and further discuss the matter any time if you wish. Per Stella, our factory needs to know our confirmed next steps very soon in order to achieve our goals here, to that end we're targeting tomorrow night as the due date for the signing of this Agreement.

Best,
John



John Zhuang, Esq. / Counsel

BYD America

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From: Stella Li <stella.li@byd.com>

Date: Friday, April 3, 2020 at 2:03 PM

To: "trevor@frontlinesupport.org" <trevor@frontlinesupport.org>, "mark.ghilarducci@caloes.ca.gov" <mark.ghilarducci@caloes.ca.gov>, "christina.curry@caloes.ca.gov" <christina.curry@caloes.ca.gov>, "Mitchell.Medigovich@CalOES.ca.gov" <Mitchell.Medigovich@CalOES.ca.gov>, "jennifer.bollinger@caloes.ca.gov" <jennifer.bollinger@caloes.ca.gov>, "alex.pal@caloes.ca.gov" <alex.pal@caloes.ca.gov>, Oscar Su <oscar.su@byd.com>, Nancy Liu <nancy.liu@byd.com>

Cc: 'Shige Honjo' <shige@frontlinesupport.org>, "bryson@frontlinesupport.org" <bryson@frontlinesupport.org>, 'Fan Dai' <fandai@frontlinesupport.org>, 'Jamie Gardner' <jamie@frontlinesupport.org>, John Zhuang <john.zhuang@byd.com>

Subject: RE: Connecting Everyone

Dear Trevor

Thank you. I add John here.

Dear Mark and All the team

Thank you so much for the call today. John will work with Jennifer today and target to have our contract to be in place by end of tomorrow.

If you have any questions, please feel free to reach me at my cell [REDACTED] If need, we could have another conference call tomorrow to finalize everything.

Thank you for your trust. You could count on us.

Stay safe and have a nice weekend.

Stella Li | President | BYD Motors Inc.

1800 Figueroa, Los Angeles, CA90015

Toll Free:1-800-BYD-Auto

Tell:213-748-3980

Fax:213-748-3945

<http://www.byd.com>

Visit us, Follow us on   

From: trevor@frontlinesupport.org [<mailto:trevor@frontlinesupport.org>]

Sent: 2020年4月2日 21:06

To: mark.ghilarducci@caloes.ca.gov; christina.curry@caloes.ca.gov; Mitchell.Medigovich@CalOES.ca.gov; jennifer.bollinger@caloes.ca.gov; alex.pal@caloes.ca.gov; stella.li@byd.com; oscar.su@byd.com; nancy.liu@byd.com

Cc: 'Shige Honjo'; bryson@frontlinesupport.org; 'Fan Dai'; 'Jamie Gardner'

Subject: Connecting Everyone

CalOES and BYD,

Connecting you all on the same thread so everyone has each other's emails. BYD I have shared your proposal with the CalOES team who are looking forward to the call tomorrow at 1pm PST. Some of the core Frontline Support team members are on the CC line and are available to help support as needed.

Best,

Trevor Houser

Frontline Support

th

647 4 Street

Oakland, CA 94607

+ [REDACTED]

trevor@frontlinesupport.org

From: john.zhuang@byd.com
To: Bollinger, Jennifer@CalOES
Cc: oscar.su@byd.com; Pal, Alex@CalOES; Medigovich, Mitchell@CalOES; junei.chen@byd.com; Kim, Daniel@DGS
Subject: Re: California - Global Healthcare Product Solutions Master Supply Agreement
Date: Saturday, April 4, 2020 12:48:27 AM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)
[image007.png](#)
[image008.png](#)
[image009.png](#)
[image010.png](#)

Received — no worries at all. I'll pass the request along.

John Zhuang, Counsel
BYD America

On Sat, Apr 4, 2020 at 12:45 AM -0700, "Bollinger, Jennifer@CalOES"
<Jennifer.Bollinger@caloes.ca.gov> wrote:

John – Apologies for this additional email. The State requests the BYD North America Group and the Parent Company serve as guarantors to product warranties as well.

Jennifer L. Bollinger (formerly Plescia)
Note New Email: Jennifer.Bollinger@caloes.ca.gov
Assistant Chief Counsel
Governor's Office of Emergency Services (Cal OES)
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Mather, CA 95655
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Fax: (916) 845-8511
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From: Bollinger, Jennifer@CalOES
Sent: Friday, April 3, 2020 11:09 PM
To: 'john.zhuang@byd.com' <john.zhuang@byd.com>
Cc: oscar.su@byd.com; Pal, Alex@CalOES <Alex.Pal@CalOES.ca.gov>; Medigovich, Mitchell@CalOES <Mitchell.Medigovich@CalOES.ca.gov>; junei.chen@byd.com; Kim, Daniel@DGS <daniel.kim@dgs.ca.gov>
Subject: RE: California - Global Healthcare Product Solutions Master Supply Agreement

John – The state's request in concept is:

BYD North America Group will issue a Guaranty Agreement for Global.

The Guaranty will provide for BYD North America Group to backstop Global's obligation to State of California with respect to refunding, as applicable, the portion of or all of California's prepayment to Global if any of the following events happen:

- (1) The N95 masks do not obtain NIOSH certification; or,
- (2) Failure to deliver N95 masks FOB [REDACTED] for any reason.

If you are able to obtain concept approval from BYD North America Group leadership, then we will work out the legal language.

Jennifer L. Bollinger (formerly Plescia)

Note New Email: Jennifer.Bollinger@caloes.ca.gov

Assistant Chief Counsel

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From: john.zhuang@byd.com <john.zhuang@byd.com>

Sent: Friday, April 3, 2020 10:21 PM

To: Bollinger, Jennifer@CalOES <Jennifer.Bollinger@caloes.ca.gov>

Cc: oscar.su@byd.com; Pal, Alex@CalOES <Alex.Pal@CalOES.ca.gov>; Medigovich, Mitchell@CalOES <Mitchell.Medigovich@CalOES.ca.gov>; junei.chen@byd.com; Kim, Daniel@DGS <daniel.kim@dgs.ca.gov>

Subject: Re: California - Global Healthcare Product Solutions Master Supply Agreement

Hi Jennifer: My initial take is that this will be challenging as BYD North America Group is not allowed to be used for this purpose for a company in a separate division. With that said, let me speak with our leaders and run this issue down. Because this involves a long chain of approvals, I just want to make sure that I have the State's request right. Upon your confirmation, I'll speak with our leaders and seek their feedback. -JZ

Request:

BYD North America Group will issue a Guaranty Agreement for Global.

The Guaranty will provide for BYD North America Group to backstop Global's obligation to DGS with respect to refunding, as applicable, the proportion of or all of DGS prepayment to Global if any of the following three events happen:

- (1) The N95 masks do not obtain NIOSH certification; or,
- (2) Global defaults on its Equipment delivery obligations to DGS; or,
- (3) The masks are pulled from the market by the US Government.



John Zhuang, Esq. / Counsel

BYD America

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From: "Bollinger, Jennifer@CalOES" <Jennifer.Bollinger@caloes.ca.gov>

Date: Friday, April 3, 2020 at 10:08 PM

To: John Zhuang <john.zhuang@byd.com>

Cc: Oscar Su <oscar.su@byd.com>, "Pal, Alex@CalOES" <Alex.Pal@CalOES.ca.gov>, "Medigovich, Mitchell@CalOES" <Mitchell.Medigovich@CalOES.ca.gov>, Junei Chen <junei.chen@byd.com>, "Kim, Daniel@DGS" <daniel.kim@dgs.ca.gov>

Subject: RE: California - Global Healthcare Product Solutions Master Supply Agreement

John –

The State needs BYD North America along with the Parent Company to guarantee and be signatories to the agreement. Please let know if this requirement can be worked out on your end. Thank you,

Jennifer L. Bollinger (formerly Plescia)

Note New Email: Jennifer.Bollinger@caloes.ca.gov

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From: john.zhuang@byd.com <john.zhuang@byd.com>

Sent: Friday, April 3, 2020 9:46 PM

To: Bollinger, Jennifer@CalOES <Jennifer.Bollinger@caloes.ca.gov>

Cc: oscar.su@byd.com; Pal, Alex@CalOES <Alex.Pal@CalOES.ca.gov>; Medigovich, Mitchell@CalOES <Mitchell.Medigovich@CalOES.ca.gov>; junei.chen@byd.com; Kim, Daniel@DGS <daniel.kim@dgs.ca.gov>

Subject: Re: California - Global Healthcare Product Solutions Master Supply Agreement

Jennifer:

BYD Industrial Development can issue a Parent Company Guaranty for Global.

The PCG will cover Global's liability with respect to refunding, as applicable, the proportion or all of DGS prepayment to Global in the following two events:

- (1) The masks do not obtain NIOSH certification; or,
- (2) Global defaults on its Equipment delivery obligations to DGS.

Your third request, if the masks get held by a government, was read by us to mean if the masks are determined by the US government to be nonconforming and the government has pulled them from the market. If so, we can probably cover that scenario under the PCG as well.

Please let me know if that works.

Best,
John



John Zhuang, Esq. / Counsel

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Subject: RE: California - Global Healthcare Product Solutions Master Supply Agreement

John –

Thank you for the explanation. We would like to discuss BYD North America and BYD Industrial Development guaranteeing performance of the agreement, which would include covering the return of prepayment funds should the masks not obtain NIOSH certification, get held by a government, or any other nonperformance. If this warrants a phone conversation with Stella, we are available.

Jennifer L. Bollinger (formerly Plescia)

Note New Email: Jennifer.Bollinger@caloes.ca.gov

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Sent: Friday, April 3, 2020 8:55 PM

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Cc: oscar.su@byd.com; Pal, Alex@CalOES <Alex.Pal@CalOES.ca.gov>; Medigovich, Mitchell@CalOES <Mitchell.Medigovich@CalOES.ca.gov>; junei.chen@byd.com; Kim, Daniel@DGS <daniel.kim@dgs.ca.gov>

Subject: Re: California - Global Healthcare Product Solutions Master Supply Agreement

Jennifer:

Sure, happy to help. BYD's contract manufacturing division started Global Healthcare Product Solutions earlier this year to sell healthcare products in the US. The impetus was to help provide relief for the COVID-19 outbreak. They picked the name because they wanted folks to recognize it as a business that sold healthcare products, not to be conflated with the EV / clean energy business.

Per our HQ's policy, this is the company that's approved to sell healthcare products to all public and private customers in the US. It has currently sold a lot of masks to both public and private customers in the US without any issues.

Attached:

- Certificate of Formation for Global Healthcare Product Solutions, LLC
- Certificate of Good Standing
- Membership List – It's owned by Shenzhen BYD Industrial Development Co., Ltd., which has an address of BYD's headquarters campus in Shenzhen at 3009 BYD Road, Pingshan District Shenzhen, P. R. China.

Best,
John



John Zhuang, Esq. / Counsel

BYD America

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From: "Bollinger, Jennifer@CalOES" <Jennifer.Bollinger@caloes.ca.gov>

Date: Friday, April 3, 2020 at 8:37 PM

To: John Zhuang <john.zhuang@byd.com>

Cc: Oscar Su <oscar.su@byd.com>, "Pal, Alex@CalOES" <Alex.Pal@CalOES.ca.gov>, "Medigovich, Mitchell@CalOES" <Mitchell.Medigovich@CalOES.ca.gov>, Junei Chen <junei.chen@byd.com>, "Kim, Daniel@DGS" <daniel.kim@dgs.ca.gov>

Subject: RE: California - Global Healthcare Product Solutions Master Supply Agreement

John –

Will you please send the corporate documents over so we can review for due diligence purposes?

Jennifer L. Bollinger (formerly Plescia)

Note New Email: Jennifer.Bollinger@caloes.ca.gov

Assistant Chief Counsel

Governor's Office of Emergency Services (Cal OES)

3650 Schriever Avenue

Mather, CA 95655

Office: (916) 845-8815

Cell: (916) 621-8523

Fax: (916) 845-8511

www.caloes.ca.gov

From: john.zhuang@byd.com <john.zhuang@byd.com>

Sent: Friday, April 3, 2020 8:19 PM

To: Bollinger, Jennifer@CalOES <Jennifer.Bollinger@caloes.ca.gov>
Cc: oscar.su@byd.com; Pal, Alex@CalOES <Alex.Pal@CalOES.ca.gov>; Medigovich, Mitchell@CalOES <Mitchell.Medigovich@CalOES.ca.gov>; junei.chen@byd.com; Kim, Daniel@DGS <daniel.kim@dgs.ca.gov>
Subject: Re: California - Global Healthcare Product Solutions Master Supply Agreement

Hi Jennifer:

The US seller for BYD's mask business is Global Healthcare Product Solutions, LLC, which is a subsidiary of BYD Co., Ltd and part of the company's product contract manufacturing division.

BYD North America Group is also a subsidiary of BYD Co., Ltd, but it is part of a different division in the Company that is responsible for making and selling clean energy and green transportation products – e.g., Solar, Battery-Energy Storage, and Commercial Battery-Electric Buses and Trucks.

Hope this helps!

Best,
John



John Zhuang, Esq. / Counsel

BYD America
1800 S Figueroa St, Los Angeles, CA
(213) 748-3980 [REDACTED]

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From: "Bollinger, Jennifer@CalOES" <Jennifer.Bollinger@caloes.ca.gov>
Date: Friday, April 3, 2020 at 8:12 PM
To: John Zhuang <john.zhuang@byd.com>
Cc: Oscar Su <oscar.su@byd.com>, "Pal, Alex@CalOES" <Alex.Pal@CalOES.ca.gov>, "Medigovich, Mitchell@CalOES" <Mitchell.Medigovich@CalOES.ca.gov>, Junei Chen <junei.chen@byd.com>, "Kim, Daniel@DGS" <daniel.kim@dgs.ca.gov>
Subject: RE: California - Global Healthcare Product Solutions Master Supply Agreement

John –

Hoping you could provide some clarification on the contracting entity. The MSA that was transmitted to Cal OES reflects Global Healthcare Product Solutions, LLC. I understood this to be a contract directly with BYD North America. Please advise as soon as you can.

Jennifer L. Bollinger (formerly Plescia)

Note New Email: Jennifer.Bollinger@caloes.ca.gov

Assistant Chief Counsel

Governor's Office of Emergency Services (Cal OES)

3650 Schriever Avenue

Mather, CA 95655

Office: (916) 845-8815

Cell: (916) 621-8523

Fax: (916) 845-8511

www.caloes.ca.gov

From: john.zhuang@byd.com <john.zhuang@byd.com>

Sent: Friday, April 3, 2020 7:28 PM

To: Bollinger, Jennifer@CalOES <Jennifer.Bollinger@caloes.ca.gov>

Cc: oscar.su@byd.com; Pal, Alex@CalOES <Alex.Pal@CalOES.ca.gov>; Medigovich, Mitchell@CalOES <Mitchell.Medigovich@CalOES.ca.gov>; junei.chen@byd.com

Subject: Re: California - Global Healthcare Product Solutions Master Supply Agreement

Jennifer:

Following up on my initial correspondence, I have worked with our team to fill in the volume and dollar figures in the MSA and PO – both documents are updated and ready for your review and, if needed, comments. On a separate thread with CalOES which you are on the copy (I've attached that e-mail here as well), Oscar has sent the identical updated documents to the CalOES team. I'm happy to keep this separate chain open for legal discussions or merge the discussion into one email chain at your preference. Happy to further discuss over a call if needed.

Best,
John



John Zhuang, Esq. / Counsel

BYD America

1800 S Figueroa St, Los Angeles, CA

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From: John Zhuang <john.zhuang@byd.com>
Date: Friday, April 3, 2020 at 6:44 PM
To: "Bollinger, Jennifer@CalOES" <Jennifer.Bollinger@caloes.ca.gov>
Cc: Junei Chen <junei.chen@byd.com>, "Pal, Alex@CalOES" <Alex.Pal@CalOES.ca.gov>
Subject: Re: California - Global Healthcare Product Solutions Master Supply Agreement

Thank you Jennifer.



John Zhuang, Esq. / Counsel

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From: "Bollinger, Jennifer@CalOES" <Jennifer.Bollinger@caloes.ca.gov>
Date: Friday, April 3, 2020 at 6:44 PM
To: John Zhuang <john.zhuang@byd.com>
Cc: Junei Chen <junei.chen@byd.com>, "Pal, Alex@CalOES" <Alex.Pal@CalOES.ca.gov>
Subject: RE: California - Global Healthcare Product Solutions Master Supply Agreement

John and Junei –

Just letting you know that we are on 24/7 at the state operations center and will be working on this throughout the night. We plan to be in touch to discuss the contract.

Best,

Jennifer L. Bollinger (formerly Plescia)
Note New Email: Jennifer.Bollinger@caloes.ca.gov

Assistant Chief Counsel
Governor's Office of Emergency Services (Cal OES)
3650 Schriever Avenue
Mather, CA 95655
Office: (916) 845-8815
Cell: (916) 621-8523
Fax: (916) 845-8511
www.caloes.ca.gov

From: john.zhuang@byd.com <john.zhuang@byd.com>
Sent: Friday, April 3, 2020 2:23 PM
To: Bollinger, Jennifer@CalOES <Jennifer.Bollinger@caloes.ca.gov>; john.zhuang@byd.com
Cc: junei.chen@byd.com
Subject: California - Global Healthcare Product Solutions Master Supply Agreement

Hi Jennifer:

It's a pleasure to meet you over e-mail. I've taken the liberty of taking some of our other teammates to BCC in order to free up their inboxes. As discussed, please find attached our standard master supply agreement, approved by our HQ, that we've been executing with public and private entities around the United States for the sale of masks and related healthcare equipment. I've added an additional Schedule D to the MSA to discuss terms specific to our current transaction – i.e., production reservation fee and large volume commitments. In the interest of time, I've left date, dollars, and other variable blank for now. I will work on filling those figure in throughout today and tomorrow, but wanted to get you the template first.

Jennifer, we're excited to work with you and look forward to finalizing this Agreement soon. I've also copied my colleague Junei Chen from our legal department to this email chain so that she can also support our efforts. My contact information is below. Please don't hesitate to contact me should you need anything at all. I'm available at your disposal at all hours. In an effort to stay aligned during this short runway, I would greatly appreciate it if I could also have your cellphone number. Many thanks!

Best regards,

John Zhuang, Esq.
M: [REDACTED] (feel free to call or text)
E: john.zhuang@byd.com

From: John Zhuang <john.zhuang@byd.com>
Date: Friday, April 3, 2020 at 2:08 PM
To: Stella Li <stella.li@byd.com>, "trevor@frontlinesupport.org" <trevor@frontlinesupport.org>, "mark.ghilarducci@caloes.ca.gov"

<mark.ghilarducci@caloes.ca.gov>, "christina.curry@caloes.ca.gov"
<christina.curry@caloes.ca.gov>, "Mitchell.Medigovich@CalOES.ca.gov"
<Mitchell.Medigovich@CalOES.ca.gov>, "jennifer.bollinger@caloes.ca.gov"
<jennifer.bollinger@caloes.ca.gov>, "alex.pal@caloes.ca.gov" <alex.pal@caloes.ca.gov>,
Oscar Su <oscar.su@byd.com>, Nancy Liu <nancy.liu@byd.com>
Cc: 'Shige Honjo' <shige@frontlinesupport.org>, "bryson@frontlinesupport.org"
<bryson@frontlinesupport.org>, 'Fan Dai' <fandai@frontlinesupport.org>, 'Jamie Gardner'
<jamie@frontlinesupport.org>
Subject: Re: Connecting Everyone

Thank you, Stella and Trevor.

Mark, Jennifer, and team:

It was a pleasure to meet you over the phone. Jennifer, as discussed, I will send you our template master supply agreement for your review in the email subsequent to this email. Please feel free to reach out and further discuss the matter any time if you wish. Per Stella, our factory needs to know our confirmed next steps very soon in order to achieve our goals here, to that end we're targeting tomorrow night as the due date for the signing of this Agreement.

Best,
John



John Zhuang, Esq. / Counsel

BYD America
1800 S Figueroa St, Los Angeles, CA
(213) 748-3980 [REDACTED]

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From: Stella Li <stella.li@byd.com>

Date: Friday, April 3, 2020 at 2:03 PM

To: "trevor@frontlinesupport.org" <trevor@frontlinesupport.org>,
"mark.ghilarducci@caloes.ca.gov" <mark.ghilarducci@caloes.ca.gov>,
"christina.curry@caloes.ca.gov" <christina.curry@caloes.ca.gov>,
"Mitchell.Medigovich@CalOES.ca.gov" <Mitchell.Medigovich@CalOES.ca.gov>,

"jennifer.bollinger@caloes.ca.gov" <jennifer.bollinger@caloes.ca.gov>,
"alex.pal@caloes.ca.gov" <alex.pal@caloes.ca.gov>, Oscar Su <oscar.su@byd.com>, Nancy
Liu <nancy.liu@byd.com>

Cc: 'Shige Honjo' <shige@frontlinesupport.org>, "bryson@frontlinesupport.org"
<bryson@frontlinesupport.org>, 'Fan Dai' <fandai@frontlinesupport.org>, 'Jamie Gardner'
<jamie@frontlinesupport.org>, John Zhuang <john.zhuang@byd.com>

Subject: RE: Connecting Everyone

Dear Trevor
Thank you. I add John here.

Dear Mark and All the team

Thank you so much for the call today. John will work with Jennifer today and target to have our
contract to be in place by end of tomorrow.
If you have any questions, please feel free to reach me at my cell [REDACTED] If need, we could
have another conference call tomorrow to finalize everything.

Thank you for your trust. You could count on us.

Stay safe and have a nice weekend.

Stella Li | President | BYD Motors Inc.
1800 Figueroa, Los Angeles, CA90015
Toll Free:1-800-BYD-Auto
Tell:213-748-3980
Fax:213-748-3945
<http://www.byd.com>

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From: trevor@frontlinesupport.org [<mailto:trevor@frontlinesupport.org>]

Sent: 2020年4月2日 21:06

To: mark.ghilarducci@caloes.ca.gov; christina.curry@caloes.ca.gov;
Mitchell.Medigovich@CalOES.ca.gov; jennifer.bollinger@caloes.ca.gov; alex.pal@caloes.ca.gov;
stella.li@byd.com; oscar.su@byd.com; nancy.liu@byd.com

Cc: 'Shige Honjo'; bryson@frontlinesupport.org; 'Fan Dai'; 'Jamie Gardner'

Subject: Connecting Everyone

CalOES and BYD,

Connecting you all on the same thread so everyone has each other's emails. BYD I have shared
your proposal with the CalOES team who are looking forward to the call tomorrow at 1pm PST.
Some of the core Frontline Support team members are on the CC line and are available to help

support as needed.

Best,

Trevor Houser

Frontline Support

647 4th Street

Oakland, CA 94607

+

trevor@frontlinesupport.org

From: john.zhuang@byd.com
To: [Bollinger, Jennifer@CalOES](mailto:Bollinger_Jennifer@CalOES)
Cc: oscar.su@byd.com
Subject: Re: California - Global Healthcare Product Solutions Master Supply Agreement
Date: Saturday, April 4, 2020 7:56:42 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)

Hi Jennifer:

I just left a voicemail on your cell. Oscar and I are happy to help in any way. Don't hesitate to reach out if needed. We look forward to your draft.

-John



John Zhuang, Esq. / Counsel

BYD America

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(213) 748-3980 [REDACTED]

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From: John Zhuang <john.zhuang@byd.com>
Date: Saturday, April 4, 2020 at 7:36 PM
To: "Bollinger, Jennifer@CalOES" <Jennifer.Bollinger@caloes.ca.gov>
Subject: Re: California - Global Healthcare Product Solutions Master Supply Agreement

Hi Jennifer: Just a friendly check-in. Happy to help in any manner if needed. Just let me know. - JZ



John Zhuang, Esq. / Counsel

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From: "Bollinger, Jennifer@CalOES" <Jennifer.Bollinger@caloes.ca.gov>
Date: Saturday, April 4, 2020 at 2:58 PM
To: John Zhuang <john.zhuang@byd.com>
Subject: RE: California - Global Healthcare Product Solutions Master Supply Agreement

received

Jennifer L. Bollinger (formerly Plescia)
Note New Email: Jennifer.Bollinger@caloes.ca.gov
Assistant Chief Counsel
Governor's Office of Emergency Services (Cal OES)
3650 Schriever Avenue
Mather, CA 95655
Office: (916) 845-8815
Cell: (916) 621-8523
Fax: (916) 845-8511
www.caloes.ca.gov

From: john.zhuang@byd.com <john.zhuang@byd.com>
Sent: Saturday, April 4, 2020 2:57 PM
To: Bollinger, Jennifer@CalOES <Jennifer.Bollinger@caloes.ca.gov>
Subject: Re: California - Global Healthcare Product Solutions Master Supply Agreement

Per your request, please see attached.



John Zhuang, Esq. / Counsel

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From: John Zhuang <john.zhuang@byd.com>
Date: Saturday, April 4, 2020 at 2:51 PM
To: "Bollinger, Jennifer@CalOES" <Jennifer.Bollinger@caloes.ca.gov>
Subject: Re: California - Global Healthcare Product Solutions Master Supply Agreement

Let me do that right now.



John Zhuang, Esq. / Counsel

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From: "Bollinger, Jennifer@CalOES" <Jennifer.Bollinger@caloes.ca.gov>

Date: Saturday, April 4, 2020 at 2:50 PM

To: John Zhuang <john.zhuang@byd.com>

Subject: RE: California - Global Healthcare Product Solutions Master Supply Agreement

Will you send me a redline so I can see what has changed?

Jennifer L. Bollinger (formerly Plescia)

Note New Email: Jennifer.Bollinger@caloes.ca.gov

Assistant Chief Counsel

Governor's Office of Emergency Services (Cal OES)

3650 Schriever Avenue

Mather, CA 95655

Office: (916) 845-8815

Cell: (916) 621-8523

Fax: (916) 845-8511

www.caloes.ca.gov

From: john.zhuang@byd.com <john.zhuang@byd.com>

Sent: Saturday, April 4, 2020 2:35 PM

To: Bollinger, Jennifer@CalOES <Jennifer.Bollinger@caloes.ca.gov>

Subject: Re: California - Global Healthcare Product Solutions Master Supply Agreement

Jennifer:

As discussed, please find attached our updated MSA. The PO received no updates.

Key edits:

- We added an Appendix E where we included a very limited number of terms from the General Provision that haven't been covered by the MSA.
- We were able to get a limited guaranty approved whereby Int'l Development and North

America Group will guaranty the delivery and NIOSH-certification.

- As a general requirement from our HQ, with respect to warranty terms, these masks are disposable medical masks and we make the to the specifications and they are printed on the box that the masks come in. HQ is clear that they make no additional warranties beyond that including any implied warranty of durability, or merchantability, or fitness for a particular purpose, all of which are expressly disclaimed. This is because we can't anticipate all possible usage cases for these products, beyond what's stated in the specifications on the product box. By way of drawing a example, they're made for medical use and you can't use them to prevent exposure to toxic or radioactive industrial chemicals.

As always, happy to further discuss as always. Please feel free to call me whenever you need.

Best regards,
John



John Zhuang, Esq. / Counsel

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From: John Zhuang <john.zhuang@byd.com>

Date: Saturday, April 4, 2020 at 2:16 PM

To: "Bollinger, Jennifer@CalOES" <Jennifer.Bollinger@caloes.ca.gov>

Subject: Re: California - Global Healthcare Product Solutions Master Supply Agreement

Thanks for checking in Jennifer – wrapping up and will revert a draft in the next half hour.



John Zhuang, Esq. / Counsel

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(213) 748-3980 [REDACTED]

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From: "Bollinger, Jennifer@CalOES" <Jennifer.Bollinger@caloes.ca.gov>
Date: Saturday, April 4, 2020 at 2:15 PM
To: John Zhuang <john.zhuang@byd.com>
Subject: Re: California - Global Healthcare Product Solutions Master Supply Agreement

Checking in to see if you have anything coming my way that I can start looking at. Thanks,

Sent from my iPhone

On Apr 4, 2020, at 12:47 PM, "john.zhuang@byd.com" <john.zhuang@byd.com> wrote:

Hi Jennifer:

Given the large and unique nature of this transaction, which substantially differs from the commodity goods purchase that is the hand sanitizers, we would really have to insist on using our MSA if at all possible. We would not be opposed to attached a mutually agreed to version of your General Provision as an attachment to the MSA. As I understanding it, Oscar is having a discussion on this matter with the State now. In the meant time, we will keep redlining the General Provision with that concept in mind as we await his feedback.

Best,
John

<image001.png> **John Zhuang, Esq.** / Counsel

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(213) 748-3980 [REDACTED]

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From: "Bollinger, Jennifer@CalOES" <Jennifer.Bollinger@caloes.ca.gov>
Date: Saturday, April 4, 2020 at 12:43 PM

To: John Zhuang <john.zhuang@byd.com>, Oscar Su <oscar.su@byd.com>
Cc: "Pal, Alex@CalOES" <Alex.Pal@CalOES.ca.gov>, "Medigovich, Mitchell@CalOES" <Mitchell.Medigovich@CalOES.ca.gov>, Junei Chen <junei.chen@byd.com>, "Kim, Daniel@DGS" <daniel.kim@dgs.ca.gov>
Subject: RE: California - Global Healthcare Product Solutions Master Supply Agreement

There is a purchase order ("PO") cover sheet that will reflect the key terms and incorporate exhibits by reference, including the State's General Terms and Conditions, exhibit D – special terms, and any other exhibits. While we appreciate your team offering to use the MSA, we do need to adhere to the State's General T&Cs as closely as possible. I anticipate the T&Cs not being a big issue for Global Health considering, from what I understand, an agreement for hand sanitizer was already executed that incorporated the same T&Cs. Some of the other items I think we need to get clear language/terms around include:

1. Delivery location
2. Delivery schedule - confirm weekly shipments and quantities - that will depend on assumptions re: how long it takes from NIOSH certification (anticipated 4/24) and production
3. Payment schedule and terms
4. Guarantor

Jennifer L. Bollinger (formerly Plescia)
Note New Email: Jennifer.Bollinger@caloes.ca.gov
Assistant Chief Counsel
Governor's Office of Emergency Services (Cal OES)
3650 Schriever Avenue
Mather, CA 95655
Office: (916) 845-8815
Cell: (916) 621-8523
Fax: (916) 845-8511
www.caloes.ca.gov

From: john.zhuang@byd.com <john.zhuang@byd.com>
Sent: Saturday, April 4, 2020 12:26 PM
To: Bollinger, Jennifer@CalOES <Jennifer.Bollinger@caloes.ca.gov>; oscar.su@byd.com
Cc: Pal, Alex@CalOES <Alex.Pal@CalOES.ca.gov>; Medigovich, Mitchell@CalOES <Mitchell.Medigovich@CalOES.ca.gov>; junei.chen@byd.com; Kim, Daniel@DGS <daniel.kim@dgs.ca.gov>
Subject: Re: California - Global Healthcare Product Solutions Master Supply Agreement

Thanks Jennifer. Agreed.

A quick question, I noticed in the documents you sent over there's an Exhibit D, a PO, and a General Terms and Condition. What would be the main contract document that references all of these documents? We would still prefer to use our MSA in the interest of time and Oscar will address this issue with the State now.

Best,
John

<image002.png> **John Zhuang, Esq.** / Counsel

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From: "Bollinger, Jennifer@CalOES" <Jennifer.Bollinger@caloes.ca.gov>
Date: Saturday, April 4, 2020 at 12:23 PM
To: John Zhuang <john.zhuang@byd.com>, Oscar Su <oscar.su@byd.com>
Cc: "Pal, Alex@CalOES" <Alex.Pal@CalOES.ca.gov>, "Medigovich, Mitchell@CalOES" <Mitchell.Medigovich@CalOES.ca.gov>, Junei Chen <junei.chen@byd.com>, "Kim, Daniel@DGS" <daniel.kim@dgs.ca.gov>
Subject: RE: California - Global Healthcare Product Solutions Master Supply Agreement

Respectfully, I would prefer to have the counter proposal in front of us before we get on a call so we can make the conversation as productive as possible.

Jennifer L. Bollinger (formerly Plescia)
Note New Email: Jennifer.Bollinger@caloes.ca.gov
Assistant Chief Counsel
Governor's Office of Emergency Services (Cal OES)
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Mather, CA 95655
Office: (916) 845-8815
Cell: (916) 621-8523
Fax: (916) 845-8511
www.caloes.ca.gov

From: john.zhuang@byd.com <john.zhuang@byd.com>
Sent: Saturday, April 4, 2020 12:20 PM
To: Bollinger, Jennifer@CalOES <Jennifer.Bollinger@caloes.ca.gov>; oscar.su@byd.com
Cc: Pal, Alex@CalOES <Alex.Pal@CalOES.ca.gov>; Medigovich, Mitchell@CalOES <Mitchell.Medigovich@CalOES.ca.gov>; junei.chen@byd.com; Kim, Daniel@DGS

<daniel.kim@dgs.ca.gov>

Subject: Re: California - Global Healthcare Product Solutions Master Supply Agreement

Hi Oscar:

I'm not sure if we will have our turn of the agreement done by then. The revision are very extensive. I'll provide an update at 2 pm.

Best,
John

<image003.png> **John Zhuang, Esq.** / Counsel

BYD America
1800 S Figueroa St, Los Angeles, CA
(213) 748-3980 [REDACTED]

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From: "Bollinger, Jennifer@CalOES" <Jennifer.Bollinger@caloes.ca.gov>

Date: Saturday, April 4, 2020 at 12:18 PM

To: Oscar Su <oscar.su@byd.com>, John Zhuang <john.zhuang@byd.com>

Cc: "Pal, Alex@CalOES" <Alex.Pal@CalOES.ca.gov>, "Medigovich, Mitchell@CalOES" <Mitchell.Medigovich@CalOES.ca.gov>, Junei Chen <junei.chen@byd.com>, "Kim, Daniel@DGS" <daniel.kim@dgs.ca.gov>

Subject: RE: California - Global Healthcare Product Solutions Master Supply Agreement

Let me check-in with the team regarding availability. Will you be providing any written edits in advance of the call?

Jennifer L. Bollinger (formerly Plescia)

Note New Email: Jennifer.Bollinger@caloes.ca.gov

Assistant Chief Counsel

Governor's Office of Emergency Services (Cal OES)

3650 Schriever Avenue

Mather, CA 95655

Office: (916) 845-8815

Cell: (916) 621-8523

Fax: (916) 845-8511

www.caloes.ca.gov

From: oscar.su@byd.com <oscar.su@byd.com>

Sent: Saturday, April 4, 2020 12:16 PM

To: john.zhuang@byd.com; Bollinger, Jennifer@CalOES <Jennifer.Bollinger@caloes.ca.gov>

Cc: Pal, Alex@CalOES <Alex.Pal@CalOES.ca.gov>; Medigovich, Mitchell@CalOES <Mitchell.Medigovich@CalOES.ca.gov>; junei.chen@byd.com; Kim, Daniel@DGS <daniel.kim@dgs.ca.gov>

Subject: RE: California - Global Healthcare Product Solutions Master Supply Agreement

Hi Jennifer,

Shall we have a con-call at 2pm to go through the agreement? please kindly advise your availability. Thank you.

Oscar Su

Senior Director | BYD America

Office: 213.748.3980 | Mobile [REDACTED]

1800 S Figueroa St, Los Angeles, CA 90015

www.byd.com | oscar.su@byd.com

From: john.zhuang@byd.com

Sent: Saturday, April 4, 2020 12:48 AM

To: Bollinger, Jennifer@CalOES <jennifer.bollinger@caloes.ca.gov>

Cc: oscar.su@byd.com; Pal, Alex@CalOES <alex.pal@caloes.ca.gov>; Medigovich, Mitchell@CalOES <mitchell.medigovich@caloes.ca.gov>; junei.chen@byd.com; Kim, Daniel@DGS <daniel.kim@dgs.ca.gov>

Subject: Re: California - Global Healthcare Product Solutions Master Supply Agreement

Recieved — no worries at all. I'll pass the request along.

John Zhuang, Counsel
BYD America

On Sat, Apr 4, 2020 at 12:45 AM -0700, "Bollinger, Jennifer@CalOES" <Jennifer.Bollinger@caloes.ca.gov> wrote:

John – Apologies for this additional email. The State requests the BYD North America Group and the Parent Company serve as guarantors to product warranties as well.

Jennifer L. Bollinger (formerly Plescia)

Note New Email: Jennifer.Bollinger@caloes.ca.gov

Assistant Chief Counsel

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3650 Schriever Avenue

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From: Bollinger, Jennifer@CalOES
Sent: Friday, April 3, 2020 11:09 PM
To: 'john.zhuang@byd.com' <john.zhuang@byd.com>
Cc: oscar.su@byd.com; Pal, Alex@CalOES <Alex.Pal@CalOES.ca.gov>; Medigovich, Mitchell@CalOES <Mitchell.Medigovich@CalOES.ca.gov>; junei.chen@byd.com; Kim, Daniel@DGS <daniel.kim@dgs.ca.gov>
Subject: RE: California - Global Healthcare Product Solutions Master Supply Agreement

John – The state's request in concept is:

BYD North America Group will issue a Guaranty Agreement for Global.

The Guaranty will provide for BYD North America Group to backstop Global's obligation to State of California with respect to refunding, as applicable, the portion of or all of California's prepayment to Global if any of the following events happen:

- (1) The N95 masks do not obtain NIOSH certification; or,
- (2) Failure to deliver N95 masks FOB [REDACTED] for any reason.

If you are able to obtain concept approval from BYD North America Group leadership, then we will work out the legal language.

Jennifer L. Bollinger (formerly Plescia)
Note New Email: Jennifer.Bollinger@caloes.ca.gov
Assistant Chief Counsel
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Fax: (916) 845-8511
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From: john.zhuang@byd.com <john.zhuang@byd.com>
Sent: Friday, April 3, 2020 10:21 PM
To: Bollinger, Jennifer@CalOES <Jennifer.Bollinger@caloes.ca.gov>
Cc: oscar.su@byd.com; Pal, Alex@CalOES <Alex.Pal@CalOES.ca.gov>; Medigovich, Mitchell@CalOES <Mitchell.Medigovich@CalOES.ca.gov>; junei.chen@byd.com; Kim, Daniel@DGS <daniel.kim@dgs.ca.gov>
Subject: Re: California - Global Healthcare Product Solutions Master Supply Agreement

Hi Jennifer: My initial take is that this will be challenging as BYD North America Group is not allowed to be used for this purpose for a company in a separate

division. With that said, let me speak with our leaders and run this issue down. Because this involves a long chain of approvals, I just want to make sure that I have the State's request right. Upon your confirmation, I'll speak with our leaders and seek their feedback. -JZ

Request:

BYD North America Group will issue a Guaranty Agreement for Global.

The Guaranty will provide for BYD North America Group to backstop Global's obligation to DGS with respect to refunding, as applicable, the proportion of or all of DGS prepayment to Global if any of the following three events happen:

- (1) The N95 masks do not obtain NIOSH certification; or,
- (2) Global defaults on its Equipment delivery obligations to DGS; or,
- (3) The masks are pulled from the market by the US Government.

<image004.png> **John Zhuang, Esq.** / Counsel

BYD America

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(213) 748-3980 [REDACTED]

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From: "Bollinger, Jennifer@CalOES" <Jennifer.Bollinger@caloes.ca.gov>

Date: Friday, April 3, 2020 at 10:08 PM

To: John Zhuang <john.zhuang@byd.com>

Cc: Oscar Su <oscar.su@byd.com>, "Pal, Alex@CalOES" <Alex.Pal@CalOES.ca.gov>, "Medigovich, Mitchell@CalOES" <Mitchell.Medigovich@CalOES.ca.gov>, Junei Chen <junei.chen@byd.com>, "Kim, Daniel@DGS" <daniel.kim@dgs.ca.gov>

Subject: RE: California - Global Healthcare Product Solutions Master Supply Agreement

John –

The State needs BYD North America along with the Parent Company to guarantee and be signatories to the agreement. Please let know if this requirement can be worked out on your end. Thank you,

Jennifer L. Bollinger (formerly Plescia)

Note New Email: Jennifer.Bollinger@caloes.ca.gov

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From: john.zhuang@byd.com <john.zhuang@byd.com>

Sent: Friday, April 3, 2020 9:46 PM

To: Bollinger, Jennifer@CalOES <Jennifer.Bollinger@caloes.ca.gov>

Cc: oscar.su@byd.com; Pal, Alex@CalOES <Alex.Pal@CalOES.ca.gov>; Medigovich, Mitchell@CalOES <Mitchell.Medigovich@CalOES.ca.gov>; junei.chen@byd.com; Kim, Daniel@DGS <daniel.kim@dgs.ca.gov>

Subject: Re: California - Global Healthcare Product Solutions Master Supply Agreement

Jennifer:

BYD Industrial Development can issue a Parent Company Guaranty for Global.

The PCG will cover Global's liability with respect to refunding, as applicable, the proportion or all of DGS prepayment to Global in the following two events:

- (1) The masks do not obtain NIOSH certification; or,
- (2) Global defaults on its Equipment delivery obligations to DGS.

Your third request, if the masks get held by a government, was read by us to mean if the masks are determined by the US government to be nonconforming and the government has pulled them from the market. If so, we can probably cover that scenario under the PCG as well.

Please let me know if that works.

Best,
John

<image005.png> **John Zhuang, Esq.** / Counsel

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From: "Bollinger, Jennifer@CalOES" <Jennifer.Bollinger@caloes.ca.gov>
Date: Friday, April 3, 2020 at 9:30 PM
To: John Zhuang <john.zhuang@byd.com>
Cc: Oscar Su <oscar.su@byd.com>, "Pal, Alex@CalOES" <Alex.Pal@CalOES.ca.gov>, "Medigovich, Mitchell@CalOES" <Mitchell.Medigovich@CalOES.ca.gov>, Junei Chen <junei.chen@byd.com>, "Kim, Daniel@DGS" <daniel.kim@dgs.ca.gov>
Subject: RE: California - Global Healthcare Product Solutions Master Supply Agreement

John –

Thank you for the explanation. We would like to discuss BYD North America and BYD Industrial Development guaranteeing performance of the agreement, which would include covering the return of prepayment funds should the masks not obtain NIOSH certification, get held by a government, or any other nonperformance. If this warrants a phone conversation with Stella, we are available.

Jennifer L. Bollinger (formerly Plescia)
Note New Email: Jennifer.Bollinger@caloes.ca.gov
Assistant Chief Counsel
Governor's Office of Emergency Services (Cal OES)
3650 Schriever Avenue
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Cell: (916) 621-8523
Fax: (916) 845-8511
www.caloes.ca.gov

From: john.zhuang@byd.com <john.zhuang@byd.com>
Sent: Friday, April 3, 2020 8:55 PM
To: Bollinger, Jennifer@CalOES <Jennifer.Bollinger@caloes.ca.gov>
Cc: oscar.su@byd.com; Pal, Alex@CalOES <Alex.Pal@CalOES.ca.gov>; Medigovich, Mitchell@CalOES <Mitchell.Medigovich@CalOES.ca.gov>; junei.chen@byd.com; Kim, Daniel@DGS <daniel.kim@dgs.ca.gov>
Subject: Re: California - Global Healthcare Product Solutions Master Supply Agreement

Jennifer:

Sure, happy to help. BYD's contract manufacturing division started Global Healthcare Product Solutions earlier this year to sell healthcare products in the US. The impetus was to help provide relief for the COVID-19 outbreak. They picked the name because they wanted folks to recognize it as a business that sold healthcare products, not to be conflated with the EV / clean energy business.

Per our HQ's policy, this is the company that's approved to sell healthcare products to all public and private customers in the US. It has currently sold a lot of masks to both public and private customers in the US without any issues.

Attached:

- Certificate of Formation for Global Healthcare Product Solutions, LLC
- Certificate of Good Standing
- Membership List – It's owned by Shenzhen BYD Industrial Development Co., Ltd., which has an address of BYD's headquarters campus in Shenzhen at 3009 BYD Road, Pingshan District Shenzhen, P. R. China.

Best,
John

<image006.png> **John Zhuang, Esq.** / Counsel

BYD America

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(213) 748-3980 [REDACTED]

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From: "Bollinger, Jennifer@CalOES" <Jennifer.Bollinger@caloes.ca.gov>

Date: Friday, April 3, 2020 at 8:37 PM

To: John Zhuang <john.zhuang@byd.com>

Cc: Oscar Su <oscar.su@byd.com>, "Pal, Alex@CalOES" <Alex.Pal@CalOES.ca.gov>, "Medigovich, Mitchell@CalOES" <Mitchell.Medigovich@CalOES.ca.gov>, Junei Chen <junei.chen@byd.com>, "Kim, Daniel@DGS" <daniel.kim@dgs.ca.gov>

Subject: RE: California - Global Healthcare Product Solutions Master Supply Agreement

John –

Will you please send the corporate documents over so we can review for due diligence purposes?

Jennifer L. Bollinger (formerly Plescia)

Note New Email: Jennifer.Bollinger@caloes.ca.gov

Assistant Chief Counsel

Governor's Office of Emergency Services (Cal OES)

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Fax: (916) 845-8511
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From: john.zhuang@byd.com <john.zhuang@byd.com>
Sent: Friday, April 3, 2020 8:19 PM
To: Bollinger, Jennifer@CalOES <Jennifer.Bollinger@caloes.ca.gov>
Cc: oscar.su@byd.com; Pal, Alex@CalOES <Alex.Pal@CalOES.ca.gov>; Medigovich, Mitchell@CalOES <Mitchell.Medigovich@CalOES.ca.gov>; junei.chen@byd.com; Kim, Daniel@DGS <daniel.kim@dgs.ca.gov>
Subject: Re: California - Global Healthcare Product Solutions Master Supply Agreement

Hi Jennifer:

The US seller for BYD's mask business is Global Healthcare Product Solutions, LLC, which is a subsidiary of BYD Co., Ltd and part of the company's product contract manufacturing division.

BYD North America Group is also a subsidiary of BYD Co., Ltd, but it is part of a different division in the Company that is responsible for making and selling clean energy and green transportation products – e.g., Solar, Battery-Energy Storage, and Commercial Battery-Electric Buses and Trucks.

Hope this helps!

Best,
John

<image007.png> **John Zhuang, Esq.** / Counsel

BYD America
1800 S Figueroa St, Los Angeles, CA
(213) 748-3980 [REDACTED]

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From: "Bollinger, Jennifer@CalOES" <Jennifer.Bollinger@caloes.ca.gov>
Date: Friday, April 3, 2020 at 8:12 PM

To: John Zhuang <john.zhuang@byd.com>

Cc: Oscar Su <oscar.su@byd.com>, "Pal, Alex@CalOES" <Alex.Pal@CalOES.ca.gov>, "Medigovich, Mitchell@CalOES" <Mitchell.Medigovich@CalOES.ca.gov>, Junei Chen <junei.chen@byd.com>, "Kim, Daniel@DGS" <daniel.kim@dgs.ca.gov>

Subject: RE: California - Global Healthcare Product Solutions Master Supply Agreement

John –

Hoping you could provide some clarification on the contracting entity. The MSA that was transmitted to Cal OES reflects Global Healthcare Product Solutions, LLC. I understood this to be a contract directly with BYD North America. Please advise as soon as you can.

Jennifer L. Bollinger (formerly Plescia)

Note New Email: Jennifer.Bollinger@caloes.ca.gov

Assistant Chief Counsel
Governor's Office of Emergency Services (Cal OES)
3650 Schriever Avenue
Mather, CA 95655
Office: (916) 845-8815
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Fax: (916) 845-8511
www.caloes.ca.gov

From: john.zhuang@byd.com <john.zhuang@byd.com>

Sent: Friday, April 3, 2020 7:28 PM

To: Bollinger, Jennifer@CalOES <Jennifer.Bollinger@caloes.ca.gov>

Cc: oscar.su@byd.com; Pal, Alex@CalOES <Alex.Pal@CalOES.ca.gov>; Medigovich, Mitchell@CalOES <Mitchell.Medigovich@CalOES.ca.gov>; junei.chen@byd.com

Subject: Re: California - Global Healthcare Product Solutions Master Supply Agreement

Jennifer:

Following up on my initial correspondence, I have worked with our team to fill in the volume and dollar figures in the MSA and PO – both documents are updated and ready for your review and, if needed, comments. On a separate thread with CalOES which you are on the copy (I've attached that e-mail here as well), Oscar has sent the identical updated documents to the CalOES team. I'm happy to keep this separate chain open for legal discussions or merge the discussion into one email chain at your preference. Happy to further discuss over a call if needed.

Best,
John

<image008.png> **John Zhuang, Esq.** / Counsel

BYD America

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(213) 748-3980 [REDACTED]

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From: John Zhuang <john.zhuang@byd.com>

Date: Friday, April 3, 2020 at 6:44 PM

To: "Bollinger, Jennifer@CalOES" <Jennifer.Bollinger@caloes.ca.gov>

Cc: Junei Chen <junei.chen@byd.com>, "Pal, Alex@CalOES" <Alex.Pal@CalOES.ca.gov>

Subject: Re: California - Global Healthcare Product Solutions Master Supply Agreement

Thank you Jennifer.

<image009.png> **John Zhuang, Esq. / Counsel**

BYD America

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(213) 748-3980 [REDACTED]

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From: "Bollinger, Jennifer@CalOES" <Jennifer.Bollinger@caloes.ca.gov>

Date: Friday, April 3, 2020 at 6:44 PM

To: John Zhuang <john.zhuang@byd.com>

Cc: Junei Chen <junei.chen@byd.com>, "Pal, Alex@CalOES" <Alex.Pal@CalOES.ca.gov>

Subject: RE: California - Global Healthcare Product Solutions Master Supply Agreement

John and Junei –

Just letting you know that we are on 24/7 at the state operations center and will be working on this throughout the night. We plan to be in touch to discuss the contract.

Best,

Jennifer L. Bollinger (formerly Plescia)

Note New Email: Jennifer.Bollinger@caloes.ca.gov

Assistant Chief Counsel

Governor's Office of Emergency Services (Cal OES)

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Cell: (916) 621-8523

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From: john.zhuang@byd.com <john.zhuang@byd.com>

Sent: Friday, April 3, 2020 2:23 PM

To: Bollinger, Jennifer@CalOES <Jennifer.Bollinger@caloes.ca.gov>;
john.zhuang@byd.com

Cc: junei.chen@byd.com

Subject: California - Global Healthcare Product Solutions Master Supply Agreement

Hi Jennifer:

It's a pleasure to meet you over e-mail. I've taken the liberty of taking some of our other teammates to BCC in order to free up their inboxes. As discussed, please find attached our standard master supply agreement, approved by our HQ, that we've been executing with public and private entities around the United States for the sale of masks and related healthcare equipment. I've added an additional Schedule D to the MSA to discuss terms specific to our current transaction – i.e., production reservation fee and large volume commitments. In the interest of time, I've left date, dollars, and other variable blank for now. I will work on filling those figure in throughout today and tomorrow, but wanted to get you the template first.

Jennifer, we're excited to work with you and look forward to finalizing this Agreement soon. I've also copied my colleague Junei Chen from our legal department to this email chain so that she can also support our efforts. My contact information is below. Please don't hesitate to contact me should you need anything at all. I've available at your disposal at all hours. In an effort to stay aligned during this short runway, I would greatly appreciate it if I could also have your cellphone number. Many thanks!

Best regards,

John Zhuang, Esq.

M: [REDACTED] (feel free to call or text)

E: john.zhuang@byd.com

From: John Zhuang <john.zhuang@byd.com>
Date: Friday, April 3, 2020 at 2:08 PM
To: Stella Li <stella.li@byd.com>, "trevor@frontlinesupport.org" <trevor@frontlinesupport.org>, "mark.ghilarducci@caloes.ca.gov" <mark.ghilarducci@caloes.ca.gov>, "christina.curry@caloes.ca.gov" <christina.curry@caloes.ca.gov>, "Mitchell.Medigovich@CalOES.ca.gov" <Mitchell.Medigovich@CalOES.ca.gov>, "jennifer.bollinger@caloes.ca.gov" <jennifer.bollinger@caloes.ca.gov>, "alex.pal@caloes.ca.gov" <alex.pal@caloes.ca.gov>, Oscar Su <oscar.su@byd.com>, Nancy Liu <nancy.liu@byd.com>
Cc: 'Shige Honjo' <shige@frontlinesupport.org>, "bryson@frontlinesupport.org" <bryson@frontlinesupport.org>, 'Fan Dai' <bandai@frontlinesupport.org>, 'Jamie Gardner' <jamie@frontlinesupport.org>
Subject: Re: Connecting Everyone

Thank you, Stella and Trevor.

Mark, Jennifer, and team:

It was a pleasure to meet you over the phone. Jennifer, as discussed, I will send you our template master supply agreement for your review in the email subsequent to this email. Please feel free to reach out and further discuss the matter any time if you wish. Per Stella, our factory needs to know our confirmed next steps very soon in order to achieve our goals here, to that end we're targeting tomorrow night as the due date for the signing of this Agreement.

Best,
John

<image010.png> **John Zhuang, Esq. / Counsel**

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(213) 748-3980 [REDACTED]

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From: Stella Li <stella.li@byd.com>
Date: Friday, April 3, 2020 at 2:03 PM
To: "trevor@frontlinesupport.org" <trevor@frontlinesupport.org>,
"mark.ghilarducci@caloes.ca.gov" <mark.ghilarducci@caloes.ca.gov>,
"christina.curry@caloes.ca.gov" <christina.curry@caloes.ca.gov>,
"Mitchell.Medigovich@CalOES.ca.gov" <Mitchell.Medigovich@CalOES.ca.gov>,
"jennifer.bollinger@caloes.ca.gov" <jennifer.bollinger@caloes.ca.gov>,
"alex.pal@caloes.ca.gov" <alex.pal@caloes.ca.gov>, Oscar Su <oscar.su@byd.com>,
Nancy Liu <nancy.liu@byd.com>
Cc: 'Shige Honjo' <shige@frontlinesupport.org>, "bryson@frontlinesupport.org"
<bryson@frontlinesupport.org>, 'Fan Dai' <fandai@frontlinesupport.org>, 'Jamie
Gardner' <jamie@frontlinesupport.org>, John Zhuang <john.zhuang@byd.com>
Subject: RE: Connecting Everyone

Dear Trevor
Thank you. I add John here.

Dear Mark and All the team

Thank you so much for the call today. John will work with Jennifer today and target to have our contract to be in place by end of tomorrow.
If you have any questions, please feel free to reach me at my cell [REDACTED] If need, we could have another conference call tomorrow to finalize everything.

Thank you for your trust. You could count on us.

Stay safe and have a nice weekend.

Stella Li | President | BYD Motors Inc.
1800 Figueroa, Los Angeles, CA90015
Toll Free:1-800-BYD-Auto
Tell:213-748-3980
Fax:213-748-3945
<http://www.byd.com>

Visit us, Follow us on <[image011.png](#)><[image012.png](#)><[image013.png](#)>

From: trevor@frontlinesupport.org [<mailto:trevor@frontlinesupport.org>]
Sent: 2020年4月2日 21:06
To: mark.ghilarducci@caloes.ca.gov; christina.curry@caloes.ca.gov;
Mitchell.Medigovich@CalOES.ca.gov; jennifer.bollinger@caloes.ca.gov;
alex.pal@caloes.ca.gov; stella.li@byd.com; oscar.su@byd.com; nancy.liu@byd.com
Cc: 'Shige Honjo'; bryson@frontlinesupport.org; 'Fan Dai'; 'Jamie Gardner'
Subject: Connecting Everyone

CalOES and BYD,

Connecting you all on the same thread so everyone has each other's emails. BYD I have shared your proposal with the CalOES team who are looking forward to the call tomorrow at 1pm PST. Some of the core Frontline Support team members are on the CC line and are available to help support as needed.

Best,

Trevor Houser
Frontline Support
647 4th Street
Oakland, CA 94607
+ [REDACTED]
trevor@frontlinesupport.org

From: john.zhuang@byd.com
To: [Bollinger, Jennifer@CalOES](mailto:Bollinger,Jennifer@CalOES)
Cc: [Pal, Alex@CalOES](mailto:Pal,Alex@CalOES)
Subject: Re: Call re: Closing Procedure and Form Purchasing Authority Purchase Order STD. 65 (Rev. 03/2020)
Date: Tuesday, April 7, 2020 1:16:10 AM
Attachments: [image001.png](#)

Thanks you!



John Zhuang, Esq. / Counsel

BYD America

1800 S Figueroa St, Los Angeles, CA
(213) 748-3980 [REDACTED]

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From: "Bollinger, Jennifer@CalOES" <Jennifer.Bollinger@caloes.ca.gov>
Date: Tuesday, April 7, 2020 at 1:13 AM
To: John Zhuang <john.zhuang@byd.com>
Cc: "Pal, Alex@CalOES" <Alex.Pal@CalOES.ca.gov>
Subject: Re: Call re: Closing Procedure and Form Purchasing Authority Purchase Order STD. 65 (Rev. 03/2020)

Correct. I will confirm the 3 wet signatures in a few hours but let's proceed with that for now out of abundance of caution.

Sent from my iPhone

On Apr 7, 2020, at 1:05 AM, "john.zhuang@byd.com" <john.zhuang@byd.com> wrote:

Hi Jennifer:

Thanks for the call just now. As confirmed on our call:

- The parties come to a final agreement tomorrow on the MSA and its exhibits.
- Thereafter, each party will wet sign three sets of the required signature pages.
- The attorneys will combine a scan of each party's signature pages with a pdf of the final agreement.

- This pdf will serve as the definitive executed agreement.
- We will also send each other a set of the wet signature pages via traditional mail.
- Both parties will also review and sign Form Purchasing Authority Purchase Order STD. 65 (Rev. 03/2020), which is required by the State to effectuate payment from the State.
- Our mutual understanding is that Form Purchasing Authority Purchase Order STD. 65 (Rev. 03/2020) does not contain any terms that would add to or modify the executed MSA.

Let me know if I got anything wrong here and I'm happy to further discuss as always.

Best,
John

<image001.png> **John Zhuang, Esq.** / Counsel

BYD America
1800 S Figueroa St, Los Angeles, CA
(213) 748-3980 [REDACTED]

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From: stella.li@byd.com
To: Ghilarducci, Mark@CalOES
Subject: Re: Contract close
Date: Monday, April 6, 2020 11:21:42 PM

Mark

You can count on us! Talk to you tomorrow.

Stella

On Apr 6, 2020, at 10:13 PM, Ghilarducci, Mark@CalOES
<Mark.Ghilarducci@caloes.ca.gov> wrote:

Stella

Thank you so much for your message. I am very pleased that the contract language has been completed. I do very much appreciate all of your assistance and commitment on this effort and for making sure we could get it done. I am confident BYD will deliver and we will develop a long term relationship.

I look forward to our call tomorrow morning.

All the best,
Mark

Sent from my iPhone

On Apr 6, 2020, at 9:51 PM, "stella.li@byd.com"
<stella.li@byd.com> wrote:

Dear Mark

So glad that our contract is ready to sign by tomorrow. Our team is finalizing all the final spec. / Price & delivery schedule / clean version of contract now. Should be done in next one hour. I apologized that Oscar created some confusion on the excel sheet – the total amount is same, just unit price for the prepaid portion should mark as half to avoid confusion. As I understand, everything is fine for your team and our team now. We could open champagne tomorrow morning at our conference call. If you hear anything different, please feel free to call me at my cell: [REDACTED]

Same times, I would like to give you several high level briefing:

<!--[if !supportLists]-->1. <!--[endif]-->NIOSH Certification: [REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

<!--[if !supportLists]-->2. <!--[endif]-->Factory audit. FEMA team [REDACTED]

[REDACTED]
[REDACTED]. They together may plan another audit to our facility. Your team are welcome to join them, that will help to build your confidence on BYD production. If this is not doable. They should be able to share the audit report with you.

<!--[if !supportLists]-->3. <!--[endif]-->Logistic : We are engaging [REDACTED] to book their daily flight from [REDACTED] to [REDACTED] (they have this existing route) from May to June end. They did not have routes from [REDACTED] to [REDACTED] Same times, we will add 4 cargo per week fly to [REDACTED] Then we will use truck to delivery to [REDACTED] or other place you like.

<!--[if !supportLists]-->4. <!--[endif]-->I will get N95 samples this weekend. Will send to you next week.

Mark, please feel free to call me any time you have questions.

Warmest regards.

Stella Li | President | BYD Motors Inc.

1800 Figueroa, Los Angeles, CA90015

Toll Free:1-800-BYD-Auto

Tell:213-748-3980

Fax:213-748-3945

<http://www.byd.com>

Visit us, Follow us on

[<image001.png>](#)

[<image002.png>](#)

[<image003.png>](#)

From: john.zhuang@byd.com
To: [Pal, Alex@CalOES](mailto:Pal,Alex@CalOES); junei.chen@byd.com
Cc: [Bollinger, Jennifer@CalOES](mailto:Bollinger,Jennifer@CalOES)
Subject: Re: Draft Contract Documents
Date: Saturday, April 4, 2020 1:37:11 AM

Thanks for the hard work here, Alex. We sincerely appreciate your efforts.

Having quickly perused the attached documents, there does appear to be a gap between your document set and our document set.

We will begin our review and provide feedback tomorrow.

John Zhuang, Counsel
BYD America

From: Pal, Alex@CalOES <alex.pal@caloes.ca.gov>
Sent: Saturday, April 4, 2020 1:22 AM
To: junei.chen@byd.com; john.zhuang@byd.com
Cc: Bollinger, Jennifer@CalOES
Subject: Draft Contract Documents

John and Junei,

Attached are very preliminary draft contract documents, specifically the state's standard terms and conditions, special conditions, and a draft delivery schedule. We thought it would be good to share at this stage so you have a sense of what we are looking for in this Agreement. Please review and let Jennifer and me know your thoughts. We are happy to discuss at your convenience. As well, we are still interested in FOB [REDACTED] and look forward to discussing this further.

Sincerely,

Alex J. Pal
Chief Counsel
Governor's Office of Emergency Services (Cal OES)
3650 Schriever Avenue
Mather, CA 95655
Office: (916) 845-8973
Cell: (916) 621-8747
Emergency: (916) 845-8911
www.caloes.ca.gov



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From: john.zhuang@byd.com
To: oscar.su@byd.com; [Bollinger, Jennifer@CalOES](mailto:Bollinger_Jennifer@CalOES); [Pal, Alex@CalOES](mailto:Pal_Alex@CalOES)
Cc: junei.chen@byd.com; stella.li@byd.com; john.zhuang@byd.com
Subject: Re: MASTER SUPPLY AGREEMENT Health Products California (v13 BYD REDLINE OF EXECUTION COPY).docx
Date: Tuesday, April 7, 2020 1:40:38 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[Global Healthcare Signature Packet \(KE LI EXECUTED\).pdf](#)
[MASTER SUPPLY AGREEMENT Health Products California \(v15 Clean Execution Copy\).pdf](#)

Jennifer and Alex:

Please see attachments:

- MASTER SUPPLY AGREEMENT Health Products California (v15 Clean Execution Copy).pdf
- Global Healthcare Signature Packet (KE LI EXECUTED).pdf

By way of next steps:

- This afternoon, OES will gather its director's executed signature packet.
- This afternoon, OES will combine the PDF agreement with the Global executed signature packet and OES executed signature packet and this document will be binding and effective on the effective date stated therein.
- This afternoon, Global will mail two wet copies of Global's executed signature packet to OES at the following address (and forward the tracking number here):
 - Mr. Alex Pal, Esq. Chief Counsel
 - Cal OES
 - 3650 Schriever Avenue
 - Mather, CA 95655
- By the end of today, OES will send BYD the fully executed PDF contract via email to the following:
 - Stella.li@byd.com
 - Oscar.su@byd.com
 - John.zhuang@byd.com
 - Junei.chen@byd.com

Please let me know if I missed anything here. Happy to further discuss.

Jenn and Alex, it was a pleasure to work with you both. I look forward to meeting you in person when all of this is over. In the meantime, please stay safe!

Very truly yours,
John Zhuang, Esq.



John Zhuang, Esq. / Counsel

BYD America

1800 S Figueroa St, Los Angeles, CA
(213) 748-3980 [REDACTED]

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From: John Zhuang <john.zhuang@byd.com>

Date: Tuesday, April 7, 2020 at 1:28 PM

To: Oscar Su <oscar.su@byd.com>, "Bollinger, Jennifer@CalOES" <Jennifer.Bollinger@caloes.ca.gov>, "Pal, Alex@CalOES" <Alex.Pal@CalOES.ca.gov>

Cc: Junei Chen <junei.chen@byd.com>, Stella Li <stella.li@byd.com>, John Zhuang <john.zhuang@byd.com>

Subject: Re: MASTER SUPPLY AGREEMENT Health Products California (v13 BYD REDLINE OF EXECUTION COPY).docx

Jennifer and Alex:

Thanks for jumping on the call and walking through the de minimis typo and clucky sentence corrections I had. Here's a redline pdf of the final execution copy (it has version 15 in the file name) compared to the copy sent on Tuesday, April 7, 2020 at 12:23 PM on this email chain.

I'm happy to confirm that Stella has given her authorization to release her signature pages to you. My next email will provide all the necessary information from our end to you to execute this transaction.

It was a pleasure to work with you and I look forward to meeting you both someday after this crisis is over.

Best regards,
John



John Zhuang, Esq. / Counsel

BYD America

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From: Oscar Su <oscar.su@byd.com>
Date: Tuesday, April 7, 2020 at 1:01 PM
To: John Zhuang <john.zhuang@byd.com>, "Bollinger, Jennifer@CalOES" <Jennifer.Bollinger@caloes.ca.gov>, "Pal, Alex@CalOES" <Alex.Pal@CalOES.ca.gov>
Cc: Junei Chen <junei.chen@byd.com>, Stella Li <stella.li@byd.com>
Subject: RE: MASTER SUPPLY AGREEMENT Health Products California (v13 BYD REDLINE OF EXECUTION COPY).docx

Hi John, and OES team,

I am ok with the final version. Thank you.

Oscar Su
Senior Director | BYD America
Office: 213.748.3980 | Mobile [REDACTED]
1800 S Figueroa St, Los Angeles, CA 90015
www.byd.com | oscar.su@byd.com

From: john.zhuang@byd.com
Sent: Tuesday, April 7, 2020 12:23 PM
To: Bollinger, Jennifer@CalOES <Jennifer.Bollinger@caloes.ca.gov>; Pal, Alex@CalOES <Alex.Pal@CalOES.ca.gov>
Cc: oscar.su@byd.com; junei.chen@byd.com; stella.li@byd.com
Subject: MASTER SUPPLY AGREEMENT Health Products California (v13 BYD REDLINE OF EXECUTION COPY).docx

OES and BYD Teams:

Please find attached:

- MASTER SUPPLY AGREEMENT Health Products California (v13 BYD EXECUTION

COPY).pdf

- MASTER SUPPLY AGREEMENT Health Products California (v13 BYD Redline).pdf

Oscar, please read the attached. Junei and I will also quickly read it again. If you don't spot any issues in, I will send an email to the OES team confirming that we are ok with the attached clean execution version of the supply agreement. We will give OES our response within the next hour.

OES team, I confirm that I have three wet copies of Stella's signature packet in my escrow and will release it to you upon her ok. I also have a PDF scan of the same. That PDF scan will arrive to you first via e-mail.

Best,
John



John Zhuang, Esq. / Counsel

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(213) 748-3980 [REDACTED]

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From: john.zhuang@byd.com
To: [Bollinger, Jennifer@CalOES](mailto:Bollinger_Jennifer@CalOES); [Pal, Alex@CalOES](mailto:Pal_Alex@CalOES); junei.chen@byd.com
Subject: Re: MASTER SUPPLY AGREEMENT Health Products California
Date: Tuesday, April 7, 2020 3:18:03 AM
Attachments: [image001.png](#)
[image002.png](#)
[MASTER SUPPLY AGREEMENT Health Products California \(v10 BYD Clean\).docx](#)
[MASTER SUPPLY AGREEMENT Health Products California \(v10 BYD Redline\).docx](#)

Jennifer and Alex:

Please see attached:

- MASTER SUPPLY AGREEMENT Health Products California (v10 BYD Clean).docx
- MASTER SUPPLY AGREEMENT Health Products California (v10 BYD Redline).docx

I've inserted our mutually agreed to Ex. B. We're still waiting for the final specifications for Ex. A to be approved by the products department at HQ.

I cleaned up the second prong of the affiliate guaranty, whereby I removed the Material Quantity concept, which is my original suggestion, but I do agree with Junei that its clunky drafting, and so I left it at "Seller materially fails to deliver the contracted for N95 masks by the end of the applicable term."

I also made a minor edit to the arbitration provision as follow.

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, will exclusively be settled by arbitration administered by the American Arbitration Association (or by mutual agreement JAMS) in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

This is because proper drafting of the arbitration provision calls for the administrator to be tied to the administrator's rules. AAA with CAR and JAMS with CARP, etc. I didn't want to create an ambiguity in this clause. Incidentally, I don't have a preference between AAA or JAMS and picked AAA because the clause is originally setup that way.

Lastly, Junei found and fixed a lot of typos and reference errors. These should be noncontentious.

Best,
John



John Zhuang, Esq. / Counsel

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From: John Zhuang <john.zhuang@byd.com>

Date: Monday, April 6, 2020 at 10:00 PM

To: "Bollinger, Jennifer@CalOES" <Jennifer.Bollinger@caloes.ca.gov>, "Pal, Alex@CalOES" <Alex.Pal@CalOES.ca.gov>, Junei Chen <junei.chen@byd.com>

Subject: MASTER SUPPLY AGREEMENT Health Products California

Jennifer and Alex:

Please see attached:

- MASTER SUPPLY AGREEMENT Health Products California (v7 BYD Redline).pdf
- MASTER SUPPLY AGREEMENT Health Products California (v7 BYD Clean).docx
- MASTER SUPPLY AGREEMENT Health Products California (v7 BYD Redline).docx

I'll call you now to walk you through our edits. After we finalize the body of the contract, I will turn my attention to finalizing Exhibit A and Exhibit B.

Best,
John



John Zhuang, Esq. / Counsel

BYD America

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(213) 748-3980 [REDACTED]

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EQUIPMENT MASTER SUPPLY PURCHASE ORDER AGREEMENT

This Equipment Master Supply Purchase Order Agreement (hereinafter "Agreement" or "MSA") is entered into on the ____ day of _____, 2020, by and between Global Healthcare Product Solutions, LLC, a Delaware limited liability company, with the registered address of 919 North Market Street, Suite 950, Wilmington, DE 19801 ("Seller") and the California Governor's Office of Emergency Services with the registered address of 3650 Schriever Avenue, Mather, CA 95655 ("Buyer") (collectively "parties").

RECITAL

WHEREAS, in 2020, the State of California (the Buyer), the United States, and multiple key continents around the world are combating the rapid spread of the deadly pandemic known as the Novel Coronavirus or COVID-19 (the "Pandemic");

WHEREAS, despite the current state of the Pandemic around the world as of April 5, 2020, the parties agree they are capable of performing all obligations under this Agreement;

WHEREAS, the Seller makes and sells certain equipment used in the healthcare industry, including surgical masks, N95 masks, KN95 masks, hand sanitizers, infrared thermometers, and other products;

WHEREAS, the Seller's equipment is vital to reducing and mitigating the spread of the Pandemic in affected regions such as the Buyer's region;

WHEREAS, the Buyer desires to procure large quantities of certain subsets of Seller's healthcare industry equipment, including, without limitations, surgical masks and N95 masks, in order to use the products to combat the Pandemic in California;

WHEREAS, Buyer will support ~~BYD through Seller in~~ Seller's efforts to obtain the National Institute for Occupation Safety and Health ("NIOSH") certification for the N95 masks purchased under this Agreement;

WHEREAS, the Buyer enters into this Agreement pursuant to Governor Newsom's March 4, 2020, State of Emergency Proclamation for COVID-19, and does so as an emergency protective measure to protect the public health and safety;

AGREEMENT

NOW, THEREFORE in consideration of the foregoing and the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **EQUIPMENT AND PRICING.** Seller agrees to sell to Buyer and Buyer agrees to buy from Seller the Seller equipment ("Equipment") as set forth in Exhibit A, at the pricing as set forth in Exhibit B.

2. **N95 CONTINGENCY.** The purchase of N95 masks under this Agreement is contingent upon Seller obtaining the National Institute for Occupation Safety and Health ("NIOSH") certification by April 30, 2020 for the N95 masks purchased under this Agreement, unless both parties agree in writing to extend this due date.

3. **PAYMENT METHOD.** (a) When Buyer is making payment to Seller, Buyer will make payment by bank wire transfer to the bank account below:

Receiving Bank: [REDACTED]
Bank Address: [REDACTED]
Beneficiary: Global Healthcare Product Solutions, LLC
Beneficiary Address: 1800 S. Figueroa Street, Los Angeles, CA 90015
Bank Account Number: [REDACTED]
Bank Routing Number (Domestic Wires): [REDACTED]

(b) In the event that Seller is required under this Agreement to transfer money to Buyer, Seller will make payment by bank wire transfer. Buyer will provide details for such transfer as needed.

4. **DELIVERY.** (a) Schedule & Location. Delivery will be made in accordance to the schedule stated in Exhibit B ("Delivery Schedule"). The delivery location for the Equipment will be [REDACTED] ("Delivery Location"). The Equipment will be shipped via air carrier by Seller. The delivery term will be INCOTERM 2020 DDP to the Delivery Location, at which time risk of loss and title will pass to Buyer.

(b) Time of Delivery. Seller will use its best business efforts to achieve on-time delivery consistent with the Delivery Schedule.

5. **ACCEPTANCE.** All Equipment ordered by Buyer may be subject to delivery acceptance inspection and testing by the Buyer or its authorized representatives at the Delivery Location. Buyer will give written notice of rejection of Equipment delivered within three (3) business days after receipt of

Equipment at the Delivery Location. Such notice of rejection will state the respects in which the Equipment does not substantially conform to specifications stated in Exhibit A. If the Buyer does not provide such notice of rejection within three (3) business days after the Equipment arrives in the United States, such Equipment will be deemed to have been accepted. Acceptance by the Buyer will be final and irreversible, except as it relates to latent defects, fraud, and gross mistakes amounting to fraud. Subject to this Agreement, Buyer's acceptance will not be construed to waive any warranty rights (if any) that the Buyer may have at law or under this Agreement with respect to any nonconformity.

6. INVOICE & PAYMENT. (a) Invoicing Procedure. Unless otherwise specified, all invoices arising from this agreement will be sent in paper format to:

The Governor's Office of Emergency Services
Attn: Accounting Unit
3650 Schriever Avenue
Mather, CA 95655

and in digital format to:

BYDinvoice@caloes.ca.gov.

Paper invoices will be submitted in triplicate and will include the Agreement number.

(b) Timing & Payment of Invoices.

(1) Manner of Remitting the Prepayment. Buyer will make a prepayment to Seller within three (3) business days from the date Buyer ~~approves~~executes this Agreement.

~~At Buyer's sole and operational discretion, Buyer may remit prepayment to Seller before three (3) business days.~~ (2) Manner of Remitting Purchase Order Payments. During the term of this Agreement, Seller will invoice Buyer in accordance to this Section 6, twice a week on every Monday and Thursday, and payment will be made on the business day following such invoicing date. Invoice payments made on Tuesday of each week will be payment for Purchase Order deliveries made during each of the previous four calendar days, and invoice payments made on Friday of each week will be payment for Purchase Order deliveries made during each of the previous three calendar days. Buyer will pay Seller, in the manner prescribed in Section 3 "Payment Method". At the end of this Agreement's term, if there are any unpaid Purchase Order deliveries, such invoices will be paid in full within five (5) business days.

~~(c) Payment of Invoices. Additionally, both~~ (c) Timely Payments.
Both parties understand and agree that Seller's continued performance under this Agreement is contingent upon the timely payment of its invoices when due.

Commented [j1]: Changed this heading to "Timely Payments" it fits the subject matter of the provision better

Commented [j2]: Originally there was a sentence before this, hence why this sentence begins with "Additionally" That previous sentence was deleted, therefore we removed "Additionally"

7. TERM & TERMINATION. (a) Term. This Agreement will commence upon the full execution of this Agreement and will continue through the end of June 2020 (this first term and the related delivery and payment obligations will be known herein as "Batch A").

(b) Buyer's Option to Extend Term. Buyer will have the option to exercise a right to extend this Agreement for additional one-month terms, at the same unit price as set forth in Exhibit A, for a maximum of two (2) additional months. Buyer agrees to provide thirty (30) calendar days of advance written notice to Seller of Buyer's intent to exercise this option (these two optional subsequent terms and the related delivery and payment obligations will be known herein as "Batch B" and "Batch C", respectively).

(c) Seller's Right to Terminate for Convenience. If there are no pending or unfulfilled Purchase Orders outstanding, or Buyer has not exercised the right to extend this Agreement, Seller may at its sole discretion, and without any further liability or penalty, terminate this Agreement by sending written notice of termination to Buyer and such notice will be effective immediately ("Seller's Right to Terminate for Convenience").

(d) Buyer's Right to Terminate for Convenience. The Buyer may terminate this Agreement (in part or in whole) for any reason by delivering a written notice of termination for Buyer's convenience to Seller seven (7) calendar days in advance of the effective date of Buyer's termination for convenience ("Buyer's Termination for Convenience" or "Effective Date of the Buyer's Termination for Convenience").

On the Effective Date of the Buyer's Termination for Convenience, and except as directed by the Buyer, the Seller will immediately proceed with the following obligations:

- (i) Stop work as specified in the Buyer's Termination for Convenience;
- (ii) Place no further subcontracts for materials, services, or facilities, except as necessary to complete the continued portion of the Agreement;
- (iii) Use its best business efforts to terminate all subcontracts to the extent they relate to the work terminated;

- (iv) Use its best business efforts to settle all outstanding liabilities and termination settlement proposals arising from termination of subcontracts; and,
- (v) ~~Seller to remit~~ Remit and refund to Buyer the entire prepayment less payment for accepted Equipment.

On the Effective Date of the Buyer's Termination for Convenience, Buyer will have the following obligations:

- (i) Within three (3) business days of delivery, inform Seller in writing the portion of the Equipment order under this Agreement the Buyer intends to terminate; and,
- (ii) Buyer will pay the contract price for any completed Equipment that's been delivered and accepted in accordance with this Agreement.

For the avoidance of doubt, in the event that Buyer exercises Buyer's Termination for Convenience, Buyer will continue to procure and pay for the contracted Equipment in accordance with this Agreement until the Effective Date of the Buyer's Termination for Convenience.

The rights and remedies of either party under this Section 7 are in addition to any other rights and remedies provided by law or under this Agreement.

8. FEES AND TAXES. Unless otherwise stated herein or in an applicable Purchase Order, Seller will pay for fees and taxes in accordance with the delivery term described herein. Unless otherwise required by United States law, Buyer is exempt from Federal excise taxes. Buyer will only pay State of California or local sales or use taxes on Equipment supplied under this Agreement, as applicable.

9. FORCE MAJEURE. Neither Seller or Buyer will be responsible to perform under this Agreement as a result of acts beyond its reasonable control including, without limitation, acts of God, fire, flood, earthquakes or other man made or natural disasters, outbreak of disease, acts of war or terrorism or crime, shortage of power supply, transportation or other utility service, governmental action, labor disputes, or civil unrest (each a "Force Majeure Event"). The affected party will, as soon as reasonably practicable after the occurrence of any such Force Majeure Event, (a) provide written notice to the other party of the nature and extent of any such Force Majeure Event; and (b) use reasonable efforts to remove any such causes and resume performance under this Agreement as soon as reasonably practicable. If performance is not reasonably practicable

within seven (7) calendar days, then the other party may then terminate this Agreement by written notice to the affected ~~Party~~party.

10. LIMITS ON LIABILITY. To the maximum extent permitted by law, the parties agree as follows: (1) Liability. Seller's maximum liability (however caused) arising from this Agreement will in no event exceed all amounts actually paid by Buyer to Seller for the particular Purchase Order in dispute under this Agreement. (2) Consequential Damages. In no event will Seller be liable for any consequential, special, incidental, indirect, or punitive damages, including without limitation lost profits, whether the claim is based on contract, tort, strict liability, or any other theory of law or equity, even if advised of the possibility of such damages.

11. LIMITS ON WARRANTY. Seller warrants that Equipment furnished hereunder will conform to the Equipment specifications stated in Exhibit A upon their arrival at the Delivery Location ("Specifications"). Outside of the foregoing Specifications, Seller (a) makes no warranties or representations, either expressed or implied, as to the Equipment (or any of the Equipment's parts or accessories) provided for under this Agreement and (b) makes no warranty of merchantability or fitness of the Equipment provided for under this Agreement for any particular purpose.

12. AFFILIATE GUARANTEE. Subject to the requirements in this Agreement, in the event that Seller breaches a Guaranteed Material Obligation (defined below) under this Agreement, and such breach is unexcused and not remedied within seven (7) calendar days, BYD Motors LLC, a subsidiary of BYD Co., Ltd., will guarantee Seller's performance under this Agreement (the "Guarantor").

(a) For the purposes of this Section, "Guaranteed Material Obligation" will exclusively mean the following: (i) Sellers fails to obtain NIOSH certification for N95 masks by April 30, 2020; or, (ii) Seller materially fails to deliver ~~any Material Quantity of~~ the contracted for N95 masks by the end of the applicable term. ~~For the purposes of this Section 12 "Affiliate Guarantee," Material Quantity will mean 250 single masks per shipment.~~

(b) Solely to the extent that the Seller is unable to fulfill the Guaranteed Material Obligations in accordance to this Section, Guarantor will step in to assume the obligations of Seller under this Agreement and, as applicable, fulfill the Guaranteed Material Obligations or take responsibility for Seller's liabilities arising the same, including, as applicable, any Seller liability to refund some or all of the Buyer's prepayment amount under this Agreement.

13. ENTIRE AGREEMENT; WAIVER. This Agreement constitutes the entire agreement of the parties hereto. All prior agreements, whether oral or in writing, are superseded. No waiver or modification of this Agreement will be effective unless in writing and signed by both parties.

14. WAIVER OF RIGHTS. Any action or inaction by either the Seller or Buyer or failure to enforce any right or provision of the Agreement will not be construed as a waiver by either Seller or Buyer of its rights hereunder and will not prevent either Seller or Buyer from enforcing such provision or right on any future occasion. The rights and remedies are cumulative and are in addition to any other rights or remedies that are available at law or in equity.

15. BINDING ON SUCCESSORS AND PERMITTED ASSIGNS. This Agreement will not be assignable by either the Seller or Buyer in whole or in part without written consent of the parties. This Agreement will be binding upon and inure to the benefit of any successors and permitted assigns of the parties hereto.

16. NOTICES. All notices and correspondence herein provided to be given, or which may be given by either party to the other, will be deemed to have been fully given when made in writing and: 1) deposited in the United States Mail, certified and postage prepaid or sent via an alternate commercial overnight delivery service (i.e. FedEx or similar) with receiver's signature required; and, (2) with a carbon copy sent via electronic mail, addressed as follows:

Seller: Global Healthcare Product Solutions, LLC
919 North Market Street, Suite 950
Wilmington, DE 19801
Attention: Legal Department
e-mail: contact@ghps.us

with a copy to the Guarantor:

BYD Motors, LLC
1800 S Figueroa St.
Los Angeles, CA 90015
Attention: Legal Department
e-mail: notices@byd.com

Buyer: California Governor's Office of Emergency Services
Attention: Legal Department
3650 Schriever Avenue
Mather, CA 95655
e-mail: BYDinvoice@caloes.ca.gov

The address to which notices and correspondence will be mailed to either party may be changed by giving written notice to the other party.

17. GOVERNING LAW; DISPUTE RESOLUTION. This Agreement will be interpreted and construed solely in accordance with the laws of the State of California without regard to its choice of law principles. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, will exclusively be settled by arbitration administered by the American Arbitration Association [or by mutual agreement JAMS] in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The place of arbitration will be Sacramento, California. The number of arbitrator(s) will be one (1). Seller will pay for the dispute resolution organization's standard and customary initiation fee required to initiate the arbitration with that organization, not to exceed \$6000, even in the circumstance where the Buyer is initiating arbitration. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator will be entitled to issue injunctive and other equitable relief. A party may apply to any court with jurisdiction for interim or conservatory relief, including without limitation a proceeding to compel arbitration. The parties agree to arbitrate all disputes arising from this Agreement on an individual basis (and in strict accordance to this paragraph) and each party waives the right to participate in a class action lawsuit against the other party. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

18. HEADINGS. Headings at the beginning of each section are solely for the convenience of the parties and will not be considered when interpreting this Agreement.

19. SEVERABILITY. If any of the provisions of this Agreement are prohibited by or held invalid under applicable laws or regulations of any jurisdiction in which this Agreement is sought to be enforced, then that provision will be considered inapplicable and omitted but will not invalidate the remaining provisions.

20. SURVIVAL. All provisions regarding Section 10 (Limits on Liability), Section 11 (Limits on Warranty), Section 13, (Entire Agreement; Waiver), Section 14 (Waiver of Rights), Section 15 (Binding on Successors and Permitted Assigns), Section 1316 (Notice), Section 19 (Severability), Provision 17 (Governing Law; Dispute Resolution), Section 19 (Severability), and, this Section 20 (Survival) will survive any termination of this Agreement.

21. COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

22. INDEPENDENT CONTRACTOR: Seller and the agents and employees of Seller, in the performance of this Agreement, will act in an independent capacity and not as officers or employees or agents of the Buyer.

23. COMPLIANCE WITH STATUTES AND REGULATIONS: Seller warrants and certifies that in the performance of this Agreement, it will comply in all material respects, with all applicable statutes, rules, regulations and orders of the United States and the State of California and agrees to indemnify the Buyer against any third-party claims, loss, cost, damage or liability (together "Claims") occurring due to Seller's violation of this Section ~~24~~²³ "Compliance with Statutes and Regulations".

24. SELLER'S POWER AND AUTHORITY: The Seller warrants that it has full power and authority to enter into the Agreement and will hold the Buyer harmless from and against any third-party claims loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this Section ~~22~~²⁴ "Seller's Power and Authority" or infringement of any patent, copyright, and/or trade secret.

25. AFFILIATE GUARANTOR'S POWER AND AUTHORITY: The Guarantor warrants that it has full power and authority to guarantee this Agreement.

26. SUBSTITUTIONS: Substitution of Equipment may not be tendered without advance written consent of the Buyer. Seller will not use any specification in lieu of those contained in the Agreement without written consent of the Buyer.

27. NEWLY MANUFACTURED EQUIPMENT: All Equipment furnished under this Agreement will be newly manufactured Equipment; used or reconditioned Equipment is prohibited.

28. COVENANT AGAINST GRATUITIES: The Seller warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of the Buyer with a view toward securing the Agreement or securing favorable treatment with respect to any determinations concerning the performance of the Agreement. For breach or violation of this ~~provision,~~ Section 28 "Covenant Against Gratuities", the Buyer will have the right to terminate the Agreement, either in whole or in part.

29. SWEATFREE CODE OF CONDUCT: (a) Sweatfree Code of Conduct. Seller declares under penalty of perjury that no apparel, garments or corresponding accessories, Equipment, materials, or supplies furnished to the Buyer pursuant to the Agreement have been produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the

benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Seller further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108. (b) Records. Seller agrees to cooperate fully in providing reasonable access to its records, documents, agents or employees, or premises if reasonably required by authorized officials of the Buyer, the Department of Industrial Relations, or the Department of Justice to determine Seller's compliance with the requirements under Section 2629 (a) "Sweatfree Code of Conduct".

30. Manufacturing Audits. The Buyer reserves the right to utilize a third party representative to audit Seller's manufacturing facility and/or conduct source inspection of Equipment at the end of the production line.

31. Reporting. Seller will keep complete, timely and accurate records, including, but not limited to incoming material quality, in-process yield, outgoing quality, regulatory compliance, production schedules, material shortages and shipment performance. Seller will provide the Buyer with on-line access to such records and will provide written reports to the Seller as requested.

32. RIGHTS AND REMEDIES.

- (a) Should Seller fail to obtain the certification required in Section 2 "N95 Contingency", Seller will, no later than May 8, 2020, refund to Buyer the Buyer's entire prepayment to Seller for the N95 masks.
- (b) In the event Buyer rejects Equipment pursuant to Section 5 "Acceptance", in whole or in part, due to nonconformity, Buyer may choose, at its sole discretion, one of the following: (i) Seller will, without expense to Buyer, immediately replace all such rejected Equipment with other Equipment conforming to the Agreement, at Seller's sole expense; or (ii) Seller will, within five (5) business days of Buyer's rejection of Equipment, refund all applicable portions of the monies paid to Seller for such nonconforming Equipment, including pro-rated prepayment, for that rejected Equipment.
- (c) Subject to Section 7(d) "Term & Termination", in the event Buyer exercises Buyer's Termination for Convenience, following the Effective Date of the Buyer's Termination for Convenience, Seller will, within three (3) business days thereafter, remit, through wire transfer to Buyer, an entire refund of all monies Buyer paid to Seller, including any

prepayment or advancement of funds, under this Agreement less payment for delivered and accepted Equipment.

- (d) Subject to Section 9 "Force Majeure", if ~~Either Party~~either party terminates this Agreement as a result of a Force Majeure Event, Seller will, within three (3) business days, remit, through wire transfer to Buyer, a refund of all monies Buyer paid to Seller, including any prepayment or advancement of funds, under this Agreement, less payment for delivered and accepted Equipment.

For the avoidance of doubt, in the event that: (i) Buyer exercises any right to terminate under this Agreement; or, (ii) Seller materially fails to perform its Equipment delivery obligations under this Agreement, Seller will return to Buyer all monies paid, less payment for delivered and accepted Equipment.

33. NONDISCRIMINATION

a) During the performance of this Agreement, Seller and its subcontractors will not unlawfully discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, and denial of family care leave. Seller and Seller's subcontractors will ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Seller and its subcontractors will comply with the provision of the Fair Employment and Housing Act (Government Code, section 12990 et seq.) and the applicable regulations promulgated thereunder (Cal. Code of Regulations, Title 2, section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in Chapter 5, Division 4, of Title 2 of the California Code of Regulations are incorporated into the Agreement by reference and made a part hereof, as if set forth in full. Seller and its subcontractors will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

b) The Seller will include nondiscrimination and compliance provisions of this Section ~~3033~~ "Nondiscrimination" in all subcontracts to perform work under the Agreement.

34. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, the Seller agrees as follows:

- a. The Seller will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Seller will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

- b. The Seller agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- c. The Seller will, in all solicitations or advertisements for employees placed by or on behalf of the Seller, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- d. The Seller will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Seller's legal duty to furnish information.
- e. The Seller will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Seller's commitments under this section,

and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- f. The Seller will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- g. The Seller will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- h. In the event of the Seller's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Seller may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- i. The Seller will include the portion of the sentence immediately preceding this Section ~~3134~~(a) and the provisions of Section ~~3134~~(a) through Section ~~3134~~(h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Seller will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event the Seller becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Seller may request the United States to enter into such litigation to protect the interests of the United States.

The Seller further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: ~~Provided, That;~~ provided, that if the Seller so participating is a State or local government,

the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Seller agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Sellers and subcontractor with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Seller further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon.

This provision solely applies to Seller or Seller subcontractors or Seller Vendors under the jurisdiction of the laws and regulations of the State of California or the United States Government.

35. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Compliance with the Contract Work Hours and Safety Standards Act.

- a. **Overtime requirements.** No Seller or subcontractor contracting for any part of this Agreement which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in Section ~~3235~~(a), the Seller and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated

damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in Section 3235(a), in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in Section 3235(a).

- c. **Withholding for unpaid wages and liquidated damages.** The Federal Emergency Management Agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Seller or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Seller or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in Section 3235(b).
- d. **Subcontracts.** The Seller or subcontractor shall insert in any subcontracts the clauses set forth in Section 3235(a) through Section 3235(d) and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in Section 3235(a) through Section 3235(d).

36. CLEAN AIR ACT

- a. The Seller agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. Section 7401 et seq.
- b. The Seller agrees to report each violation to the California Air Resources Board and understands and agrees that the California Air Resources Board will, in turn, report each violation as required to assure notification to the Department of Resources Recycling and Recovery, the California Governor's Office of Emergency Services, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
- c. The Seller agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

37. THE FEDERAL WATER POLLUTION CONTROL ACT

- a. The Seller agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. Sections 1251 et seq.
- b. The Seller agrees to report each violation to the State Water Resources Control Board and understands and agrees that the State Water Resources Control Board will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
- c. The Seller agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

38. DEBARMENT AND SUSPENSION CLAUSE

- A. This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Seller is required to verify that none of the Seller, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- B. The Seller must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- C. This certification is a material representation of fact relied upon by the State of California. If it is later determined that the Seller did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of California, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- D. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

39. BYRD ANTI-LOBBYING CLAUSE

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Sellers who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 44 C.F.R. PART 18- CERTIFICATION REGARDING LOBBYING

The undersigned [Seller] certifies, to the best of his or her knowledge, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this

certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Seller certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Seller understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Seller's Authorized Official

Name and Title of Seller's Authorized Official

Date: _____

40. PROCUREMENT OF RECOVERED MATERIALS

- A. In the performance of this Agreement the Seller shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired-
 - i. Competitively within a timeframe providing for compliance with the Agreement performance schedule;
 - ii. Meeting Agreement performance requirements; or
 - iii. At a reasonable price.
- B. Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- C. The Seller also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

41. ACCESS TO RECORDS

The following access to records requirements apply to this Agreement:

- A. The Seller agrees to provide the State of California, the FEMA Administrator, the Controller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Seller which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- B. The Seller agrees to permit any of the foregoing parties to reproduce by any means whatsoever of to copy excerpts and transcriptions as reasonably needed.
- C. The Seller agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the Agreement.
- D. In compliance with the Disaster Recovery Act of 2018, the State of California and the Seller acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

42. DHS SEAL, LOGO, AND FLAGS

The Seller shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

43. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the Agreement only. The Seller will comply with all federal law, regulations, executive orders, FEMA policies, procedures, and directives.

44. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, Seller, or any other party pertaining to any matter resulting from the Agreement.

45. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Seller acknowledges the 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Seller's action pertaining to this Agreement.

46. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

Seller swears under penalty of perjury that no more than one final, unappealable finding of contempt of court by a Federal court has been issued against the Seller within the immediately preceding two-year period because of the Seller's failure to comply with an order of the National Labor Relations Board. This provision is required by, and shall be construed in accordance with, Public Contract Code section 10296.

47. APPLICABILITY

For the avoidance of doubt Sections 33-46 of this Agreement shall solely ~~applies~~
~~to apply to~~ Seller or Seller subcontractors or Seller Vendors under the jurisdiction of the laws and regulations of, as applicable, the State of California or the Federal Government of the United States of America.

(Signature Page Follows)

BY SIGNING BELOW, BOTH PARTIES HERETO ACCEPTS THE TERMS AND
CONDITIONS OF THIS AGREEMENT.

BUYER:

By: _____
(Signature)

Name: Mark Ghilarducci

Title: Director, Governor's Office of Emergency Services

Date:

Address: 3650 Schriever Avenue, Mather, CA 95655

E-mail: Mark.Ghilarducci@caloes.ca.gov

Phone: (916) 845-8510

SELLER:

By: _____
(Signature)

Name: Ke Li

Title: Authorized Representative

Date: April 7, 2020

Address: 919 North Market Street, Suite 950, Wilmington, DE 19801

E-mail: contact@ghps.us

Phone: [REDACTED]

By signing below, the Guarantor hereunder agrees to bound solely to the terms and conditions in this Section 11.12 "Affiliate Guaranty" and no other provision.

GUARANTOR:

By: _____
(Signature)

Name: Ke Li

Title: President

Date: April 7, 2020

Address: 1800 S Figueroa St, Los Angeles, CA 90015

E-mail: notices@byd.com

Phone: (800)BYD-AUTO

**EXHIBIT A
PRODUCT SPECIFICATIONS**

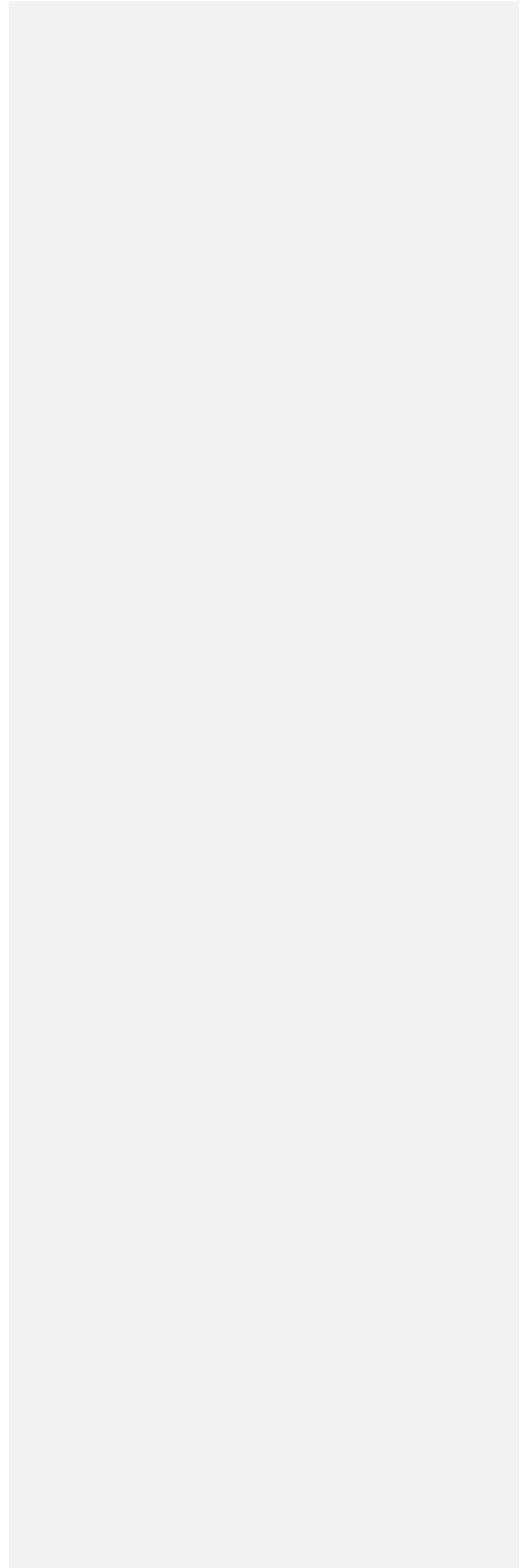
**EXHIBIT B
DELIVERY AND PAYMENT SCHEDULE**

Batch	Item	Product Specification	Unit Price (\$US)	Quantity		Total Payment (\$US)	Delivery Term	Delivery Location	Delivery Date*
				(in Millions)					
A	50% Down-payment					\$ 495,000,000	N/A	N/A	N/A
	N95	NIOSH Certified	3.3	3	\$	4,950,000	DDP		
	N95	NIOSH Certified	3.3	34.5	\$	56,925,000	DDP		
	N95	NIOSH Certified	3.3	37.5	\$	61,875,000	DDP		
	N95	NIOSH Certified	3.3	37.5	\$	61,875,000	DDP		
	N95	NIOSH Certified	3.3	37.5	\$	61,875,000	DDP		
	N95	NIOSH Certified	3.3	37.5	\$	61,875,000	DDP		
	N95	NIOSH Certified	3.3	37.5	\$	61,875,000	DDP		
	N95	NIOSH Certified	3.3	37.5	\$	61,875,000	DDP		
	N95	NIOSH Certified	3.3	37.5	\$	61,875,000	DDP		
B (Option)	N95	NIOSH Certified	3.3	30	\$	99,000,000	DDP		
	N95	NIOSH Certified	3.3	30	\$	99,000,000	DDP		
	N95	NIOSH Certified	3.3	30	\$	99,000,000	DDP		
	N95	NIOSH Certified	3.3	30	\$	99,000,000	DDP		
	N95	NIOSH Certified	3.3	30	\$	99,000,000	DDP		
C (Option)	N95	NIOSH Certified	3.3	25	\$	82,500,000	DDP		
	N95	NIOSH Certified	3.3	25	\$	82,500,000	DDP		
	N95	NIOSH Certified	3.3	25	\$	82,500,000	DDP		
	N95	NIOSH Certified	3.3	25	\$	82,500,000	DDP		

Batch	Item	Product Specification	Unit Price (\$US)	Quantity		Total Payment (\$US)	Delivery Term	Delivery Location	Delivery Date*
				(in Millions)					
A	Surgical Mask	ASTM F-2100 Level 2	0.55	11.1	\$	6,105,000	DDP		
	Surgical Mask	ASTM F-2100 Level 2	0.55	11.1	\$	6,105,000	DDP		
	Surgical Mask	ASTM F-2100 Level 2	0.55	11.1	\$	6,105,000	DDP		
	Surgical Mask	ASTM F-2100 Level 2	0.55	11.1	\$	6,105,000	DDP		
	Surgical Mask	ASTM F-2100 Level 2	0.55	11.1	\$	6,105,000	DDP		
	Surgical Mask	ASTM F-2100 Level 2	0.55	11.1	\$	6,105,000	DDP		
	Surgical Mask	ASTM F-2100 Level 2	0.55	11.1	\$	6,105,000	DDP		
	Surgical Mask	ASTM F-2100 Level 2	0.55	11.2	\$	6,160,000	DDP		
B (Option)	Surgical Mask	ASTM F-2100 Level 2	0.55	10	\$	5,500,000	DDP		
	Surgical Mask	ASTM F-2100 Level 2	0.55	10	\$	5,500,000	DDP		
	Surgical Mask	ASTM F-2100 Level 2	0.55	10	\$	5,500,000	DDP		
	Surgical Mask	ASTM F-2100 Level 2	0.55	10	\$	5,500,000	DDP		
	Surgical Mask	ASTM F-2100 Level 2	0.55	10	\$	5,500,000	DDP		
C (Option)	Surgical Mask	ASTM F-2100 Level 2	0.55	12.5	\$	6,875,000	DDP		
	Surgical Mask	ASTM F-2100 Level 2	0.55	12.5	\$	6,875,000	DDP		
	Surgical Mask	ASTM F-2100 Level 2	0.55	12.5	\$	6,875,000	DDP		
	Surgical Mask	ASTM F-2100 Level 2	0.55	12.5	\$	6,875,000	DDP		

*Delivery Date identifies the start date for that weekly invoice. Deliveries will be done on a daily basis.

Field Code Changed



From: john.zhuang@byd.com
To: [Pal, Alex@CalOES](mailto:Pal,Alex@CalOES); [Bollinger, Jennifer@CalOES](mailto:Bollinger,Jennifer@CalOES); junei.chen@byd.com
Subject: Re: MASTER SUPPLY AGREEMENT Health Products California
Date: Monday, April 6, 2020 10:49:33 PM
Attachments: [image001.png](#)
[image002.png](#)

For the avoidance of doubt, in the event that: (i) Buyer exercises any right to terminate under this Agreement; or, (ii) Seller materially fails to perform its Equipment delivery obligations under this Agreement, Seller shall return to Buyer all monies paid, less payment for delivered and accepted Equipment.



John Zhuang, Esq. / Counsel

BYD America
1800 S Figueroa St, Los Angeles, CA
(213) 748-3980 [REDACTED]

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From: "Pal, Alex@CalOES" <Alex.Pal@CalOES.ca.gov>
Date: Monday, April 6, 2020 at 10:30 PM
To: John Zhuang <john.zhuang@byd.com>, "Bollinger, Jennifer@CalOES" <Jennifer.Bollinger@caloes.ca.gov>, Junei Chen <junei.chen@byd.com>
Subject: RE: MASTER SUPPLY AGREEMENT Health Products California

For the avoidance of doubt, in the event Buyer exercises any right to terminate, or should Seller be unable to perform under this Agreement, Seller shall return to Buyer all monies paid, less payment for delivered and accepted Equipment.

From: Pal, Alex@CalOES
Sent: Monday, April 6, 2020 10:17 PM
To: john.zhuang@byd.com; [Bollinger, Jennifer@CalOES](mailto:Bollinger,Jennifer@CalOES) <Jennifer.bollinger@caloes.ca.gov>; junei.chen@byd.com
Subject: RE: MASTER SUPPLY AGREEMENT Health Products California

FYI 0 here is the language I propose we add as a companion statement after the language you inserted towards the end of provision 7:

For the avoidance of doubt, in the event Buyer exercises any right to terminate, or should Seller be unable to perform under this Agreement, Seller shall return to Buyer all monies paid for which Buyer did not receive accepted equipment.

From: john.zhuang@byd.com <john.zhuang@byd.com>

Sent: Monday, April 6, 2020 10:00 PM

To: Bollinger, Jennifer@CalOES <Jennifer.Bollinger@caloes.ca.gov>; Pal, Alex@CalOES <Alex.Pal@CalOES.ca.gov>; junei.chen@byd.com

Subject: MASTER SUPPLY AGREEMENT Health Products California

Jennifer and Alex:

Please see attached:

- MASTER SUPPLY AGREEMENT Health Products California (v7 BYD Redline).pdf
- MASTER SUPPLY AGREEMENT Health Products California (v7 BYD Clean).docx
- MASTER SUPPLY AGREEMENT Health Products California (v7 BYD Redline).docx

I'll call you now to walk you through our edits. After we finalize the body of the contract, I will turn my attention to finalizing Exhibit A and Exhibit B.

Best,
John



John Zhuang, Esq. / Counsel

BYD America

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(213) 748-3980 [REDACTED]

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From: john.zhuang@byd.com
To: [Bollinger, Jennifer@CalOES](mailto:Bollinger_Jennifer@CalOES)
Cc: [Pal, Alex@CalOES](mailto:Pal_Alex@CalOES)
Subject: Re: MASTER SUPPLY AGREEMENT Health Products California (v5 BYD Clean).april 6.jb edits
Date: Monday, April 6, 2020 4:21:29 PM
Attachments: [image001.png](#)
[image002.png](#)
[Ex. B - Payment Schedule.xlsx](#)

Please see attachment.



John Zhuang, Esq. / Counsel

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(213) 748-3980 [REDACTED]

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From: John Zhuang <john.zhuang@byd.com>
Date: Monday, April 6, 2020 at 4:20 PM
To: "Bollinger, Jennifer@CalOES" <Jennifer.Bollinger@caloes.ca.gov>
Cc: "Pal, Alex@CalOES" <Alex.Pal@CalOES.ca.gov>
Subject: Re: MASTER SUPPLY AGREEMENT Health Products California (v5 BYD Clean).april 6.jb edits

Jennifer and Alex:

Please see attached our Exhibit B. The team is putting Exhibit A together now.

Best,
John



John Zhuang, Esq. / Counsel

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1800 S Figueroa St, Los Angeles, CA
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message is prohibited. If you have received this e-mail in error, please contact me at john.zhuang@byd.com.

From: "Bollinger, Jennifer@CalOES" <Jennifer.Bollinger@caloes.ca.gov>

Date: Monday, April 6, 2020 at 3:35 PM

To: John Zhuang <john.zhuang@byd.com>

Cc: "Pal, Alex@CalOES" <Alex.Pal@CalOES.ca.gov>

Subject: MASTER SUPPLY AGREEMENT Health Products California (v5 BYD Clean).april 6.jb
edits

Batch	Item	Product Specification	Quantity		Total Payment (\$US)	Delivery Term	Delivery Location	Delivery Date*	First Weekly Invoice Date (for amount delivered in previous 4 days)	Payment Date	Second Weekly Invoice Date (for amount deliver in previous 3 days)	Payment Date
			Unit Price (\$US)	(in Millions)								
A	50% Down-payment				\$ 556,875,000	N/A	N/A	N/A		4/8/2020		
	N95	NIOSH Certified	3.3	3	\$ 9,900,000	DDP			5/5/2020	5/6/2020	5/7/2020	5/8/2020
	N95	NIOSH Certified	3.3	40	\$ 132,000,000	DDP			5/12/2020	5/13/2020	5/14/2020	5/15/2020
	N95	NIOSH Certified	3.3	50	\$ 165,000,000	DDP			5/19/2020	5/20/2020	5/21/2020	5/22/2020
	N95	NIOSH Certified	3.3	50	\$ 165,000,000	DDP			5/26/2020	5/27/2020	5/28/2020	5/29/2020
	N95	NIOSH Certified	3.3	44.5	\$ 146,850,000	DDP			6/2/2020	6/3/2020	6/4/2020	6/5/2020
	N95	NIOSH Certified	3.3	37.5	\$ 123,750,000	DDP			6/9/2020	6/10/2020	6/11/2020	6/12/2020
	N95	NIOSH Certified	3.3	37.5	\$ 123,750,000	DDP			6/16/2020	6/17/2020	6/18/2020	6/19/2020
	N95	NIOSH Certified	3.3	37.5	\$ 123,750,000	DDP			6/23/2020	6/24/2020	6/25/2020	6/26/2020
	N95	NIOSH Certified	3.3	37.5	\$ 123,750,000	DDP			6/30/2020	7/1/2020	7/2/2020	7/3/2020
B	N95	NIOSH Certified	3.3	37.5	\$ 123,750,000	DDP			7/6/2020	7/8/2020	7/9/2020	7/10/2020
	N95	NIOSH Certified	3.3	37.5	\$ 123,750,000	DDP			7/13/2020	7/15/2020	7/16/2020	7/17/2020
	N95	NIOSH Certified	3.3	37.5	\$ 123,750,000	DDP			7/20/2020	7/22/2020	7/23/2020	7/24/2020
	N95	NIOSH Certified	3.3	37.5	\$ 123,750,000	DDP			7/27/2020	7/29/2020	7/30/2020	7/31/2020
	N95	NIOSH Certified	3.3	37.5	\$ 123,750,000	DDP			8/3/2020	8/5/2020	8/6/2020	8/7/2020
	N95	NIOSH Certified	3.3	37.5	\$ 123,750,000	DDP			8/10/2020	8/12/2020	8/13/2020	8/14/2020
	N95	NIOSH Certified	3.3	37.5	\$ 123,750,000	DDP			8/17/2020	8/19/2020	8/20/2020	8/21/2020
	N95	NIOSH Certified	3.3	37.5	\$ 123,750,000	DDP			8/24/2020	8/26/2020	8/27/2020	8/28/2020
	N95	NIOSH Certified	3.3	37.5	\$ 123,750,000	DDP			8/31/2020	9/2/2020	9/3/2020	9/4/2020

Batch	Item	Product Specification	Quantity		Total Payment (\$US)	Delivery Term	Delivery Location	Delivery Date*	First Weekly Invoice Date (for amount delivered in previous 4 days)	Payment Date	Second Weekly Invoice Date (for amount deliver in previous 3 days)	Payment Date
			Unit Price (\$US)	(in Millions)								
A	Surgical Mask	ASTM F-2100 Level 3	0.55	12.5	\$ 6,875,000	DDP			5/5/2020	5/6/2020	5/7/2020	5/8/2020
	Surgical Mask	ASTM F-2100 Level 3	0.55	12.5	\$ 6,875,000	DDP			5/12/2020	5/13/2020	5/14/2020	5/15/2020
	Surgical Mask	ASTM F-2100 Level 3	0.55	12.5	\$ 6,875,000	DDP			5/19/2020	5/20/2020	5/21/2020	5/22/2020
	Surgical Mask	ASTM F-2100 Level 3	0.55	12.5	\$ 6,875,000	DDP			5/26/2020	5/27/2020	5/28/2020	5/29/2020
	Surgical Mask	ASTM F-2100 Level 3	0.55	12.5	\$ 6,875,000	DDP			6/2/2020	6/3/2020	6/4/2020	6/5/2020
	Surgical Mask	ASTM F-2100 Level 3	0.55	12.5	\$ 6,875,000	DDP			6/9/2020	6/10/2020	6/11/2020	6/12/2020
	Surgical Mask	ASTM F-2100 Level 3	0.55	12.5	\$ 6,875,000	DDP			6/16/2020	6/17/2020	6/18/2020	6/19/2020
	Surgical Mask	ASTM F-2100 Level 3	0.55	12.5	\$ 6,875,000	DDP			6/23/2020	6/24/2020	6/25/2020	6/26/2020
	Surgical Mask	ASTM F-2100 Level 3	0.55	12.5	\$ 6,875,000	DDP			6/30/2020	7/1/2020	7/2/2020	7/3/2020
B	Surgical Mask	ASTM F-2100 Level 3	0.55	12.5	\$ 6,875,000	DDP			7/6/2020	7/8/2020	7/9/2020	7/10/2020
	Surgical Mask	ASTM F-2100 Level 3	0.55	12.5	\$ 6,875,000	DDP			7/13/2020	7/15/2020	7/16/2020	7/17/2020
	Surgical Mask	ASTM F-2100 Level 3	0.55	12.5	\$ 6,875,000	DDP			7/20/2020	7/22/2020	7/23/2020	7/24/2020
	Surgical Mask	ASTM F-2100 Level 3	0.55	12.5	\$ 6,875,000	DDP			7/27/2020	7/29/2020	7/30/2020	7/31/2020
	Surgical Mask	ASTM F-2100 Level 3	0.55	12.5	\$ 6,875,000	DDP			8/3/2020	8/5/2020	8/6/2020	8/7/2020
	Surgical Mask	ASTM F-2100 Level 3	0.55	12.5	\$ 6,875,000	DDP			8/10/2020	8/12/2020	8/13/2020	8/14/2020
	Surgical Mask	ASTM F-2100 Level 3	0.55	12.5	\$ 6,875,000	DDP			8/17/2020	8/19/2020	8/20/2020	8/21/2020
	Surgical Mask	ASTM F-2100 Level 3	0.55	12.5	\$ 6,875,000	DDP			8/24/2020	8/26/2020	8/27/2020	8/28/2020
	Surgical Mask	ASTM F-2100 Level 3	0.55	12.5	\$ 6,875,000	DDP			8/31/2020	9/2/2020	9/3/2020	9/4/2020

*Delivery Date identifies the start date for that weekly invoice. Deliveries will be done on a daily basis.

From: john.zhuang@byd.com
To: [Bollinger, Jennifer@CalOES](mailto:Bollinger,Jennifer@CalOES)
Cc: [Pal, Alex@CalOES](mailto:Pal,Alex@CalOES)
Subject: Re: MASTER SUPPLY AGREEMENT Health Products California (v5 BYD Clean).april 6.jb edits
Date: Monday, April 6, 2020 4:20:24 PM
Attachments: [image001.png](#)
[Exhibits A & B \(v1 BYD Clean\).docx](#)

Jennifer and Alex:

Please see attached our Exhibit B. The team is putting Exhibit A together now.

Best,
John



John Zhuang, Esq. / Counsel

BYD America
1800 S Figueroa St, Los Angeles, CA
(213) 748-3980 [REDACTED]

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From: "Bollinger, Jennifer@CalOES" <Jennifer.Bollinger@caloes.ca.gov>
Date: Monday, April 6, 2020 at 3:35 PM
To: John Zhuang <john.zhuang@byd.com>
Cc: "Pal, Alex@CalOES" <Alex.Pal@CalOES.ca.gov>
Subject: MASTER SUPPLY AGREEMENT Health Products California (v5 BYD Clean).april 6.jb edits

EXHIBIT A
PRODUCT SPECIFICATIONS AND PAYMENT TERMS

EXHIBIT B DELIVERY SCHEDULE

Batch	Item	Product Specification	Unit Price (\$US)	Quantity (in Millions)	Total Payment (\$US)	Delivery Term	Delivery Location	Delivery Date*	First Weekly Invoice Date (for amount delivered in previous 4 days)		Second Weekly Invoice Date (for amount delivered in previous 3 days)	
									Payment Date	Payment Date	Payment Date	Payment Date
A	50% Down payment				\$ 556,875,000	N/A	N/A	N/A	4/8/20			
	N95	NIOSH Certified	3.3	3	\$ 9,900,000	DDP			5/5/20	5/6/20	5/11/20	5/18/20
	N95	NIOSH Certified	3.3	40	\$ 132,000,000	DDP			5/11/20	5/13/20	5/14/20	5/15/20
	N95	NIOSH Certified	3.3	50	\$ 165,000,000	DDP			5/19/20	5/20/20	5/21/20	5/22/20
	N95	NIOSH Certified	3.3	50	\$ 165,000,000	DDP			5/26/20	5/27/20	5/28/20	5/29/20
	N95	NIOSH Certified	3.3	44.5	\$ 146,850,000	DDP			6/2/20	6/3/20	6/4/20	6/5/20
	N95	NIOSH Certified	3.3	37.5	\$ 123,750,000	DDP			6/9/20	6/10/20	6/11/20	6/12/20
	N95	NIOSH Certified	3.3	37.5	\$ 123,750,000	DDP			6/16/20	6/17/20	6/18/20	6/19/20
	N95	NIOSH Certified	3.3	37.5	\$ 123,750,000	DDP			6/23/20	6/24/20	6/25/20	6/26/20
	N95	NIOSH Certified	3.3	37.5	\$ 123,750,000	DDP			6/30/20	7/1/20	7/2/20	7/3/20
B	N95	NIOSH Certified	3.3	37.5	\$ 123,750,000	DDP			7/6/20	7/8/20	7/9/20	7/10/20
	N95	NIOSH Certified	3.3	37.5	\$ 123,750,000	DDP			7/13/20	7/15/20	7/16/20	7/17/20
	N95	NIOSH Certified	3.3	37.5	\$ 123,750,000	DDP			7/20/20	7/22/20	7/23/20	7/24/20
	N95	NIOSH Certified	3.3	37.5	\$ 123,750,000	DDP			7/27/20	7/29/20	7/30/20	7/31/20
	N95	NIOSH Certified	3.3	37.5	\$ 123,750,000	DDP			8/3/20	8/5/20	8/6/20	8/7/20
	N95	NIOSH Certified	3.3	37.5	\$ 123,750,000	DDP			8/10/20	8/12/20	8/13/20	8/14/20
	N95	NIOSH Certified	3.3	37.5	\$ 123,750,000	DDP			8/17/20	8/19/20	8/20/20	8/21/20
	N95	NIOSH Certified	3.3	37.5	\$ 123,750,000	DDP			8/24/20	8/26/20	8/27/20	8/28/20
	N95	NIOSH Certified	3.3	37.5	\$ 123,750,000	DDP			8/31/20	9/2/20	9/3/20	9/4/20

Batch	Item	Product Specification	Unit Price (\$US)	Quantity (in Millions)	Total Payment (\$US)	Delivery Term	Delivery Location	Delivery Date*	First Weekly Invoice Date (for amount delivered in previous 4 days)		Second Weekly Invoice Date (for amount delivered in previous 3 days)	
									Payment Date	Payment Date	Payment Date	Payment Date
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	Surgical Mask	ASTM F-2100 Level 3	0.55	12.5	\$ 6,875,000	DDP			5/12/20	5/13/20	5/14/20	5/15/20
	Surgical Mask	ASTM F-2100 Level 3	0.55	12.5	\$ 6,875,000	DDP			5/19/20	5/20/20	5/21/20	5/22/20
	Surgical Mask	ASTM F-2100 Level 3	0.55	12.5	\$ 6,875,000	DDP			5/26/20	5/27/20	5/28/20	5/29/20
	Surgical Mask	ASTM F-2100 Level 3	0.55	12.5	\$ 6,875,000	DDP			6/2/20	6/3/20	6/4/20	6/5/20
	Surgical Mask	ASTM F-2100 Level 3	0.55	12.5	\$ 6,875,000	DDP			6/9/20	6/10/20	6/11/20	6/12/20
	Surgical Mask	ASTM F-2100 Level 3	0.55	12.5	\$ 6,875,000	DDP			6/16/20	6/17/20	6/18/20	6/19/20
	Surgical Mask	ASTM F-2100 Level 3	0.55	12.5	\$ 6,875,000	DDP			6/23/20	6/24/20	6/25/20	6/26/20
	Surgical Mask	ASTM F-2100 Level 3	0.55	12.5	\$ 6,875,000	DDP			6/30/20	7/1/20	7/2/20	7/3/20
B	Surgical Mask	ASTM F-2100 Level 3	0.55	12.5	\$ 6,875,000	DDP			7/6/20	7/8/20	7/9/20	7/10/20
	Surgical Mask	ASTM F-2100 Level 3	0.55	12.5	\$ 6,875,000	DDP			7/13/20	7/15/20	7/16/20	7/17/20
	Surgical Mask	ASTM F-2100 Level 3	0.55	12.5	\$ 6,875,000	DDP			7/20/20	7/22/20	7/23/20	7/24/20
	Surgical Mask	ASTM F-2100 Level 3	0.55	12.5	\$ 6,875,000	DDP			7/27/20	7/29/20	7/30/20	7/31/20
	Surgical Mask	ASTM F-2100 Level 3	0.55	12.5	\$ 6,875,000	DDP			8/3/20	8/5/20	8/6/20	8/7/20
	Surgical Mask	ASTM F-2100 Level 3	0.55	12.5	\$ 6,875,000	DDP			8/10/20	8/12/20	8/13/20	8/14/20
	Surgical Mask	ASTM F-2100 Level 3	0.55	12.5	\$ 6,875,000	DDP			8/17/20	8/19/20	8/20/20	8/21/20
	Surgical Mask	ASTM F-2100 Level 3	0.55	12.5	\$ 6,875,000	DDP			8/24/20	8/26/20	8/27/20	8/28/20
	Surgical Mask	ASTM F-2100 Level 3	0.55	12.5	\$ 6,875,000	DDP			8/31/20	9/2/20	9/3/20	9/4/20

* Delivery Date identifies the start date for that weekly invoice. Deliveries will be done on a daily basis.

From: john.zhuang@byd.com
To: [Bollinger, Jennifer@CalOES](mailto:Bollinger.Jennifer@CalOES); oscar.su@byd.com; [Pal, Alex@CalOES](mailto:Pal.Alex@CalOES)
Cc: junei.chen@byd.com; stella.li@byd.com
Subject: Re: MASTER SUPPLY AGREEMENT Health Products California (v13 BYD REDLINE OF EXECUTION COPY).docx
Date: Tuesday, April 7, 2020 5:18:01 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[MASTER SUPPLY AGREEMENT Health Products California \(Fully Executed\).pdf](#)
[Purchasing Authority Purchase Order \(Fully Executed\).pdf](#)

Thanks Jenn. As discussed, please find attached the combined executed definitive contract in PDF format and combined executed Purchasing Authority Purchase Order also in PDF format. Have a great evening and looking forward to speaking with you soon. -John



John Zhuang, Esq. / Counsel

BYD America

1800 S Figueroa St, Los Angeles, CA
(213) 748-3980 [REDACTED]

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From: "Bollinger, Jennifer@CalOES" <Jennifer.Bollinger@caloes.ca.gov>
Date: Tuesday, April 7, 2020 at 4:53 PM
To: John Zhuang <john.zhuang@byd.com>, Oscar Su <oscar.su@byd.com>, "Pal, Alex@CalOES" <Alex.Pal@CalOES.ca.gov>
Cc: Junei Chen <junei.chen@byd.com>, Stella Li <stella.li@byd.com>
Subject: RE: MASTER SUPPLY AGREEMENT Health Products California (v13 BYD REDLINE OF EXECUTION COPY).docx

John –

Attached are signature pages for Director Ghilarducci. I will place the wet copy in Fedex overnight package tomorrow.

Jennifer L. Bollinger (formerly Plescia)

Note New Email: Jennifer.Bollinger@caloes.ca.gov

Assistant Chief Counsel

Governor's Office of Emergency Services (Cal OES)

3650 Schriever Avenue

Mather, CA 95655
Office: (916) 845-8815
Cell: (916) 621-8523
Fax: (916) 845-8511
www.caloes.ca.gov

From: john.zhuang@byd.com <john.zhuang@byd.com>
Sent: Tuesday, April 7, 2020 1:40 PM
To: oscar.su@byd.com; Bollinger, Jennifer@CalOES <Jennifer.Bollinger@caloes.ca.gov>; Pal, Alex@CalOES <Alex.Pal@CalOES.ca.gov>
Cc: junei.chen@byd.com; stella.li@byd.com; john.zhuang@byd.com
Subject: Re: MASTER SUPPLY AGREEMENT Health Products California (v13 BYD REDLINE OF EXECUTION COPY).docx

Jennifer and Alex:

Please see attachments:

- MASTER SUPPLY AGREEMENT Health Products California (v15 Clean Execution Copy).pdf
- Global Healthcare Signature Packet (KE LI EXECUTED).pdf

By way of next steps:

- This afternoon, OES will gather its director's executed signature packet.
- This afternoon, OES will combine the PDF agreement with the Global executed signature packet and OES executed signature packet and this document will be binding and effective on the effective date stated therein.
- This afternoon, Global will mail two wet copies of Global's executed signature packet to OES at the following address (and forward the tracking number here):
 - Mr. Alex Pal, Esq. Chief Counsel
 - Cal OES
 - 3650 Schriever Avenue
 - Mather, CA 95655
- By the end of today, OES will send BYD the fully executed PDF contract via email to the following:
 - Stella.li@byd.com
 - Oscar.su@byd.com
 - John.zhuang@byd.com
 - Junei.chen@byd.com

Please let me know if I missed anything here. Happy to further discuss.

Jenn and Alex, it was a pleasure to work with you both. I look forward to meeting you in person when all of this is over. In the meantime, please stay safe!

Very truly yours,
John Zhuang, Esq.



John Zhuang, Esq. / Counsel

BYD America

1800 S Figueroa St, Los Angeles, CA
(213) 748-3980 [REDACTED]

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From: John Zhuang <john.zhuang@byd.com>

Date: Tuesday, April 7, 2020 at 1:28 PM

To: Oscar Su <oscar.su@byd.com>, "Bollinger, Jennifer@CalOES"

<Jennifer.Bollinger@caloes.ca.gov>, "Pal, Alex@CalOES" <Alex.Pal@CalOES.ca.gov>

Cc: Junei Chen <junei.chen@byd.com>, Stella Li <stella.li@byd.com>, John Zhuang <john.zhuang@byd.com>

Subject: Re: MASTER SUPPLY AGREEMENT Health Products California (v13 BYD REDLINE OF EXECUTION COPY).docx

Jennifer and Alex:

Thanks for jumping on the call and walking through the de minimis typo and clucky sentence corrections I had. Here's a redline pdf of the final execution copy (it has version 15 in the file name) compared to the copy sent on Tuesday, April 7, 2020 at 12:23 PM on this email chain.

I'm happy to confirm that Stella has given her authorization to release her signature pages to you. My next email will provide all the necessary information from our end to you to execute this transaction.

It was a pleasure to work with you and I look forward to meeting you both someday after this crisis is over.

Best regards,

John



John Zhuang, Esq. / Counsel

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From: Oscar Su <oscar.su@byd.com>
Date: Tuesday, April 7, 2020 at 1:01 PM
To: John Zhuang <john.zhuang@byd.com>, "Bollinger, Jennifer@CalOES" <Jennifer.Bollinger@caloes.ca.gov>, "Pal, Alex@CalOES" <Alex.Pal@CalOES.ca.gov>
Cc: Junei Chen <junei.chen@byd.com>, Stella Li <stella.li@byd.com>
Subject: RE: MASTER SUPPLY AGREEMENT Health Products California (v13 BYD REDLINE OF EXECUTION COPY).docx

Hi John, and OES team,

I am ok with the final version. Thank you.

Oscar Su
Senior Director | BYD America
Office: 213.748.3980 | Mobile [REDACTED]
1800 S Figueroa St, Los Angeles, CA 90015
www.byd.com | oscar.su@byd.com

From: john.zhuang@byd.com
Sent: Tuesday, April 7, 2020 12:23 PM
To: Bollinger, Jennifer@CalOES <Jennifer.Bollinger@caloes.ca.gov>; Pal, Alex@CalOES <Alex.Pal@CalOES.ca.gov>
Cc: oscar.su@byd.com; junei.chen@byd.com; stella.li@byd.com
Subject: MASTER SUPPLY AGREEMENT Health Products California (v13 BYD REDLINE OF EXECUTION COPY).docx

OES and BYD Teams:

Please find attached:

- MASTER SUPPLY AGREEMENT Health Products California (v13 BYD EXECUTION COPY).pdf
- MASTER SUPPLY AGREEMENT Health Products California (v13 BYD Redline).pdf

Oscar, please read the attached. Junei and I will also quickly read it again. If you don't spot any issues in, I will send an email to the OES team confirming that we are ok with the attached clean execution version of the supply agreement. We will give OES our response within the next hour.

OES team, I confirm that I have three wet copies of Stella's signature packet in my escrow and will release it to you upon her ok. I also have a PDF scan of the same. That PDF scan will arrive to you first via e-mail.

Best,
John



John Zhuang, Esq. / Counsel

BYD America

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From: jane.wang1@byd.com
To: oscar.su@byd.com
Cc: john.zhuang@byd.com; Bollinger_Jennifer@CalOES; Pal_Alex@CalOES; Medigovich_Mitchell@CalOES; junei.chen@byd.com; Kim_Daniel@DGS
Subject: Re: NIOSH Certification N95: California - Global Healthcare Product Solutions Master Supply Agreement
Date: Friday, April 3, 2020 10:31:06 PM

Hi Jennifer,

We are planning to get the NIOSH certified around Apr 24th.

Thanks
Jane

On Apr 3, 2020, at 10:27 PM, "oscar.su@byd.com" <oscar.su@byd.com> wrote:

hi Jennifer,

Jane is our lead for obtaining that certificate. She will get the answer to us.

@Jane,

Can you answer Jennifer's question in below email? Thank you.

Best regards
Oscar

Sent from my iPhone

On Apr 3, 2020, at 10:22 PM, "john.zhuang@byd.com" <john.zhuang@byd.com> wrote:

I'm not very deeply involved with certification, but that sounds about right to me.

Oscar, can you please comment on Jennifer's question below?

<image001.png> **John Zhuang, Esq.** / Counsel

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From: "Bollinger, Jennifer@CalOES" <Jennifer.Bollinger@caloes.ca.gov>
Date: Friday, April 3, 2020 at 10:19 PM
To: John Zhuang <john.zhuang@byd.com>
Cc: Oscar Su <oscar.su@byd.com>, "Pal, Alex@CalOES" <Alex.Pal@CalOES.ca.gov>, "Medigovich, Mitchell@CalOES" <Mitchell.Medigovich@CalOES.ca.gov>, Junei Chen <junei.chen@byd.com>, "Kim, Daniel@DGS" <daniel.kim@dgs.ca.gov>, Oscar Su <oscar.su@byd.com>
Subject: NIOSH Certification N95: California - Global Healthcare Product Solutions Master Supply Agreement

John:

We would like clarification on when the anticipated NIOSH certification will be obtained. I understood the certification will likely be obtained in 2 weeks. Is that a correct understanding?

Jennifer L. Bollinger (formerly Plescia)
Note New Email: Jennifer.Bollinger@caloes.ca.gov
Assistant Chief Counsel
Governor's Office of Emergency Services (Cal OES)
3650 Schriever Avenue
Mather, CA 95655
Office: (916) 845-8815
Cell: (916) 621-8523
Fax: (916) 845-8511
www.caloes.ca.gov

From: john.zhuang@byd.com
To: [Bollinger, Jennifer@CalOES](mailto:Bollinger_Jennifer@CalOES)
Cc: [Pal, Alex@CalOES](mailto:Pal_Alex@CalOES)
Subject: Re: NIOSH test status
Date: Monday, April 13, 2020 12:55:10 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)

The amendment is done. I'm actually just about to send it to you. Give me 15 minutes or so to figure out some computer issues.



John Zhuang, Esq. / Counsel

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From: "Bollinger, Jennifer@CalOES" <Jennifer.Bollinger@caloes.ca.gov>
Date: Monday, April 13, 2020 at 12:54 PM
To: John Zhuang <john.zhuang@byd.com>
Cc: "Pal, Alex@CalOES" <Alex.Pal@CalOES.ca.gov>
Subject: RE: NIOSH test status

Checking-in on status of amendment. When do you anticipate having the amendment for us to review?

Jennifer L. Bollinger (formerly Plescia)
Note New Email: Jennifer.Bollinger@caloes.ca.gov
Assistant Chief Counsel
Governor's Office of Emergency Services (Cal OES)
3650 Schriever Avenue
Mather, CA 95655
Office: (916) 845-8815
Cell: (916) 621-8523
Fax: (916) 845-8511
www.caloes.ca.gov

From: john.zhuang@byd.com <john.zhuang@byd.com>
Sent: Sunday, April 12, 2020 8:42 PM
To: Bollinger, Jennifer@CalOES <Jennifer.Bollinger@caloes.ca.gov>
Cc: Pal, Alex@CalOES <Alex.Pal@CalOES.ca.gov>

Subject: Re: NIOSH test status

Will do. Junei will draft an amendment by tomorrow. Confirming DE2322 as the model identifier for both agencies.



John Zhuang, Esq. / Counsel

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From: "Bollinger, Jennifer@CalOES" <Jennifer.Bollinger@caloes.ca.gov>

Date: Sunday, April 12, 2020 at 7:44 PM

To: John Zhuang <john.zhuang@byd.com>

Cc: "Pal, Alex@CalOES" <Alex.Pal@CalOES.ca.gov>

Subject: RE: NIOSH test status

The specs look good to me. Please have Junei draft an amendment to replace the previous specs.

Does CDC/NIOSH use DE2322 as the identifier for the N95 masks under review? If not, what is the identifier that CDC uses for model number DE2322 (N95 masks)?

Jennifer L. Bollinger (formerly Plescia)

Note New Email: Jennifer.Bollinger@caloes.ca.gov

Assistant Chief Counsel

Governor's Office of Emergency Services (Cal OES)

3650 Schriever Avenue

Mather, CA 95655

Office: (916) 845-8815

Cell: (916) 621-8523

Fax: (916) 845-8511

www.caloes.ca.gov

From: john.zhuang@byd.com <john.zhuang@byd.com>

Sent: Sunday, April 12, 2020 3:24 PM

To: Bollinger, Jennifer@CalOES <Jennifer.Bollinger@caloes.ca.gov>

Cc: Pal, Alex@CalOES <Alex.Pal@CalOES.ca.gov>

Subject: Re: NIOSH test status

Jennifer:

Please see attached. If they look find to you, I'll have Junei draft up an amendment to incorporate these updated spec sheets. Wishing you a happy and restful Easter Sunday.

John



John Zhuang, Esq. / Counsel

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From: John Zhuang <john.zhuang@byd.com>

Date: Saturday, April 11, 2020 at 7:33 PM

To: "Bollinger, Jennifer@CalOES" <jennifer.bollinger@caloes.ca.gov>

Cc: "Pal, Alex@CalOES" <alex.pal@caloes.ca.gov>

Subject: Re: NIOSH test status

The team is preparing the updated specs this evening. We should be able to provide them for your review tomorrow.

John Zhuang, Counsel
BYD America

On Sat, Apr 11, 2020 at 7:24 PM -0700, "Bollinger, Jennifer@CalOES" <Jennifer.Bollinger@caloes.ca.gov> wrote:

When do you expect we can obtain the updated spec and execute an amendment?

Sent from my iPhone

On Apr 11, 2020, at 1:45 PM, "john.zhuang@byd.com" <john.zhuang@byd.com> wrote:

Alex, I'm running this down for you as we speak. -John

<image001.png> **John Zhuang, Esq. / Counsel**

BYD America

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(213) 748-3980 [REDACTED]

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From: "Pal, Alex@CalOES" <Alex.Pal@CalOES.ca.gov>
Date: Saturday, April 11, 2020 at 1:44 PM
To: John Zhuang <john.zhuang@byd.com>, "Bollinger, Jennifer@CalOES" <Jennifer.Bollinger@caloes.ca.gov>
Subject: RE: NIOSH test status

Thank you. We will also need a new spec sheet that references this model number.

Alex

From: john.zhuang@byd.com <john.zhuang@byd.com>
Sent: Saturday, April 11, 2020 1:43 PM
To: Bollinger, Jennifer@CalOES <Jennifer.Bollinger@caloes.ca.gov>
Cc: Pal, Alex@CalOES <Alex.Pal@CalOES.ca.gov>
Subject: Re: NIOSH test status

Jennifer:

I wanted to provide the response to your question in addition to responding to some of Mark's question from earlier today.

NIOSH Certification / Factory Inspection

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

- [REDACTED]

Mask Models Numbers

- Mark also asked Stella about the Mask model numbers.
- For surgical masks, the model number is FE2311 (level 2 and above level. CE Type IIR).
- [REDACTED] is old model number and will be replaced by this new number.
- All these are under EUA approval.
- [REDACTED]
- The N95 model number is DE2322. The samples just arrived at LA. [REDACTED]

Best,
John

<image002.png> **John Zhuang, Esq.** / Counsel

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(213) 748-3980 [REDACTED]

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From: John Zhuang <john.zhuang@byd.com>

Date: Thursday, April 9, 2020 at 4:06 PM

To: "Bollinger, Jennifer@CalOES" <Jennifer.Bollinger@caloes.ca.gov>

Cc: "Pal, Alex@CalOES" <Alex.Pal@CalOES.ca.gov>

Subject: Re: NIOSH test status

Jennifer: Confirming receipt – let me confer with the certification team and get

back to you. -John

<image003.png> **John Zhuang, Esq. / Counsel**

BYD America

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From: "Bollinger, Jennifer@CalOES" <Jennifer.Bollinger@caloes.ca.gov>

Date: Thursday, April 9, 2020 at 4:04 PM

To: John Zhuang <john.zhuang@byd.com>

Cc: "Pal, Alex@CalOES" <Alex.Pal@CalOES.ca.gov>

Subject: RE: NIOSH test status

To further refine the below, is it a matter of inspection at the factory by the certification team?

Trying to understand the hurdles, if any.

Jennifer L. Bollinger (formerly Plescia)

Note New Email: Jennifer.Bollinger@caloes.ca.gov

Assistant Chief Counsel

Governor's Office of Emergency Services (Cal OES)

3650 Schriever Avenue

Mather, CA 95655

Office: (916) 845-8815

Cell: (916) 621-8523

Fax: (916) 845-8511

www.caloes.ca.gov

From: Bollinger, Jennifer@CalOES

Sent: Thursday, April 9, 2020 3:56 PM

To: 'john.zhuang@byd.com' <john.zhuang@byd.com>

Cc: Pal, Alex@CalOES <Alex.Pal@CalOES.ca.gov>

Subject: NIOSH test status

John –

I would like to gain a better understanding of the NIOSH test status. From our conversations, I know there is a temp code. Are there any

items left to test? What test item has failed? What is BYD currently trying to resolve, if anything?

Thanks in advance for obtaining and sharing this information.

Jennifer L. Bollinger (formerly Plescia)

Note New Email: Jennifer.Bollinger@caloes.ca.gov

Assistant Chief Counsel

Governor's Office of Emergency Services (Cal OES)

3650 Schriever Avenue

Mather, CA 95655

Office: (916) 845-8815

Cell: (916) 621-8523

Fax: (916) 845-8511

www.caloes.ca.gov

From: john.zhuang@byd.com
To: [Bollinger, Jennifer@CalOES](mailto:Bollinger_Jennifer@CalOES)
Cc: [Pal, Alex@CalOES](mailto:Pal_Alex@CalOES)
Subject: Re: NIOSH test status
Date: Sunday, April 12, 2020 3:24:38 PM
Attachments: [image001.png](#)
[【美洲】N95 戴2cutsheet.pdf](#)
[【美洲】Single-use Face Mask cutsheet-Cal State-定制.pdf](#)

Jennifer:

Please see attached. If they look find to you, I'll have Junei draft up an amendment to incorporate these updated spec sheets. Wishing you a happy and restful Easter Sunday.

John



John Zhuang, Esq. / Counsel

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From: John Zhuang <john.zhuang@byd.com>
Date: Saturday, April 11, 2020 at 7:33 PM
To: "Bollinger, Jennifer@CalOES" <jennifer.bollinger@caloes.ca.gov>
Cc: "Pal, Alex@CalOES" <alex.pal@caloes.ca.gov>
Subject: Re: NIOSH test status

The team is preparing the updated specs this evening. We should be able to provide them for your review tomorrow.

John Zhuang, Counsel
BYD America

On Sat, Apr 11, 2020 at 7:24 PM -0700, "Bollinger, Jennifer@CalOES" <Jennifer.Bollinger@caloes.ca.gov> wrote:

When do you expect we can obtain the updated spec and execute an amendment?

Sent from my iPhone

On Apr 11, 2020, at 1:45 PM, "john.zhuang@byd.com" <john.zhuang@byd.com> wrote:

Alex, I'm running this down for you as we speak. -John

<image001.png> **John Zhuang, Esq. / Counsel**

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(213) 748-3980 [REDACTED]

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From: "Pal, Alex@CalOES" <Alex.Pal@CalOES.ca.gov>
Date: Saturday, April 11, 2020 at 1:44 PM
To: John Zhuang <john.zhuang@byd.com>, "Bollinger, Jennifer@CalOES" <Jennifer.Bollinger@caloes.ca.gov>
Subject: RE: NIOSH test status

Thank you. We will also need a new spec sheet that references this model number.

Alex

From: john.zhuang@byd.com <john.zhuang@byd.com>
Sent: Saturday, April 11, 2020 1:43 PM
To: Bollinger, Jennifer@CalOES <Jennifer.Bollinger@caloes.ca.gov>
Cc: Pal, Alex@CalOES <Alex.Pal@CalOES.ca.gov>
Subject: Re: NIOSH test status

Jennifer:

I wanted to provide the response to your question in addition to responding to some of Mark's question from earlier today.

NIOSH Certification / Factory Inspection

- [REDACTED]
- [REDACTED]

- [REDACTED]
- [REDACTED]
 - [REDACTED]
 - [REDACTED]

Mask Models Numbers

- Mark also asked Stella about the Mask model numbers.
- For surgical masks, the model number is FE2311 (level 2 and above level. CE Type IIR).
- [REDACTED] is old model number and will be replaced by this new number.
- All these are under EUA approval.
- [REDACTED]
- The N95 model number is DE2322. The samples just arrived at LA. [REDACTED]

Best,
John

<image002.png> **John Zhuang, Esq.** / Counsel

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Date: Thursday, April 9, 2020 at 4:06 PM
To: "Bollinger, Jennifer@CalOES" <Jennifer.Bollinger@caloes.ca.gov>
Cc: "Pal, Alex@CalOES" <Alex.Pal@CalOES.ca.gov>
Subject: Re: NIOSH test status

Jennifer: Confirming receipt – let me confer with the certification team and get back to you. -John

<image003.png> **John Zhuang, Esq.** / Counsel

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From: "Bollinger, Jennifer@CalOES" <Jennifer.Bollinger@caloes.ca.gov>
Date: Thursday, April 9, 2020 at 4:04 PM
To: John Zhuang <john.zhuang@byd.com>
Cc: "Pal, Alex@CalOES" <Alex.Pal@CalOES.ca.gov>
Subject: RE: NIOSH test status

To further refine the below, is it a matter of inspection at the factory by the certification team?

Trying to understand the hurdles, if any.

Jennifer L. Bollinger (formerly Plescia)
Note New Email: Jennifer.Bollinger@caloes.ca.gov
Assistant Chief Counsel
Governor's Office of Emergency Services (Cal OES)
3650 Schriever Avenue
Mather, CA 95655
Office: (916) 845-8815
Cell: (916) 621-8523
Fax: (916) 845-8511
www.caloes.ca.gov

From: Bollinger, Jennifer@CalOES
Sent: Thursday, April 9, 2020 3:56 PM
To: 'john.zhuang@byd.com' <john.zhuang@byd.com>

Cc: Pal, Alex@CalOES <Alex.Pal@CalOES.ca.gov>

Subject: NIOSH test status

John –

I would like to gain a better understanding of the NIOSH test status. From our conversations, I know there is a temp code. Are there any items left to test? What test item has failed? What is BYD currently trying to resolve, if anything?

Thanks in advance for obtaining and sharing this information.

Jennifer L. Bollinger (formerly Plescia)

Note New Email: Jennifer.Bollinger@caloes.ca.gov

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From: john.zhuang@byd.com
To: [Bollinger, Jennifer@CalOES](mailto:Bollinger_Jennifer@CalOES)
Cc: [Pal, Alex@CalOES](mailto:Pal_Alex@CalOES)
Subject: Re: NIOSH test status
Date: Monday, April 13, 2020 1:12:29 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[Amendment No. 1 to the MSA.docx](#)

Jennifer: Please see attachment. Let me know if we can proceed with the execution of this document. -John



John Zhuang, Esq. / Counsel

BYD America
1800 S Figueroa St, Los Angeles, CA
(213) 748-3980 [REDACTED]

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From: John Zhuang <john.zhuang@byd.com>
Date: Monday, April 13, 2020 at 12:55 PM
To: "Bollinger, Jennifer@CalOES" <Jennifer.Bollinger@caloes.ca.gov>
Cc: "Pal, Alex@CalOES" <Alex.Pal@CalOES.ca.gov>
Subject: Re: NIOSH test status

The amendment is done. I'm actually just about to send it to you. Give me 15 minutes or so to figure out some computer issues.



John Zhuang, Esq. / Counsel

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1800 S Figueroa St, Los Angeles, CA
(213) 748-3980 [REDACTED]

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From: "Bollinger, Jennifer@CalOES" <Jennifer.Bollinger@caloes.ca.gov>
Date: Monday, April 13, 2020 at 12:54 PM
To: John Zhuang <john.zhuang@byd.com>
Cc: "Pal, Alex@CalOES" <Alex.Pal@CalOES.ca.gov>
Subject: RE: NIOSH test status

Checking-in on status of amendment. When do you anticipate having the amendment for us to review?

Jennifer L. Bollinger (formerly Plescia)
Note New Email: Jennifer.Bollinger@caloes.ca.gov
Assistant Chief Counsel
Governor's Office of Emergency Services (Cal OES)
3650 Schriever Avenue
Mather, CA 95655
Office: (916) 845-8815
Cell: (916) 621-8523
Fax: (916) 845-8511
www.caloes.ca.gov

From: john.zhuang@byd.com <john.zhuang@byd.com>
Sent: Sunday, April 12, 2020 8:42 PM
To: Bollinger, Jennifer@CalOES <Jennifer.Bollinger@caloes.ca.gov>
Cc: Pal, Alex@CalOES <Alex.Pal@CalOES.ca.gov>
Subject: Re: NIOSH test status

Will do. Junei will draft an amendment by tomorrow. Confirming DE2322 as the model identifier for both agencies.



John Zhuang, Esq. / Counsel

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From: "Bollinger, Jennifer@CalOES" <Jennifer.Bollinger@caloes.ca.gov>
Date: Sunday, April 12, 2020 at 7:44 PM
To: John Zhuang <john.zhuang@byd.com>
Cc: "Pal, Alex@CalOES" <Alex.Pal@CalOES.ca.gov>

Subject: RE: NIOSH test status

The specs look good to me. Please have Junei draft an amendment to replace the previous specs.

Does CDC/NIOSH use DE2322 as the identifier for the N95 masks under review? If not, what is the identifier that CDC uses for model number DE2322 (N95 masks)?

Jennifer L. Bollinger (formerly Plescia)

Note New Email: Jennifer.Bollinger@caloes.ca.gov

Assistant Chief Counsel

Governor's Office of Emergency Services (Cal OES)

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From: john.zhuang@byd.com <john.zhuang@byd.com>

Sent: Sunday, April 12, 2020 3:24 PM

To: Bollinger, Jennifer@CalOES <Jennifer.Bollinger@caloes.ca.gov>

Cc: Pal, Alex@CalOES <Alex.Pal@CalOES.ca.gov>

Subject: Re: NIOSH test status

Jennifer:

Please see attached. If they look find to you, I'll have Junei draft up an amendment to incorporate these updated spec sheets. Wishing you a happy and restful Easter Sunday.

John



John Zhuang, Esq. / Counsel

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From: John Zhuang <john.zhuang@byd.com>

Date: Saturday, April 11, 2020 at 7:33 PM

To: "Bollinger, Jennifer@CalOES" <jennifer.bollinger@caloes.ca.gov>

Cc: "Pal, Alex@CalOES" <alex.pal@caloes.ca.gov>

Subject: Re: NIOSH test status

The team is preparing the updated specs this evening. We should be able to provide them for your review tomorrow.

John Zhuang, Counsel
BYD America

On Sat, Apr 11, 2020 at 7:24 PM -0700, "Bollinger, Jennifer@CalOES" <Jennifer.Bollinger@caloes.ca.gov> wrote:

When do you expect we can obtain the updated spec and execute an amendment?

Sent from my iPhone

On Apr 11, 2020, at 1:45 PM, "john.zhuang@byd.com" <john.zhuang@byd.com> wrote:

Alex, I'm running this down for you as we speak. -John

<image001.png> **John Zhuang, Esq. / Counsel**

BYD America
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From: "Pal, Alex@CalOES" <Alex.Pal@CalOES.ca.gov>

Date: Saturday, April 11, 2020 at 1:44 PM

To: John Zhuang <john.zhuang@byd.com>, "Bollinger, Jennifer@CalOES" <Jennifer.Bollinger@caloes.ca.gov>

Subject: RE: NIOSH test status

Thank you. We will also need a new spec sheet that references this model number.

Alex

From: john.zhuang@byd.com <john.zhuang@byd.com>

Sent: Saturday, April 11, 2020 1:43 PM

To: Bollinger, Jennifer@CalOES <Jennifer.Bollinger@caloes.ca.gov>

Cc: Pal, Alex@CalOES <Alex.Pal@CalOES.ca.gov>

Subject: Re: NIOSH test status

Jennifer:

I wanted to provide the response to your question in addition to responding to some of Mark's question from earlier today.

NIOSH Certification / Factory Inspection

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

Mask Models Numbers

- Mark also asked Stella about the Mask model numbers.
- For surgical masks, the model number is FE2311 (level 2 and above level. CE Type IIR).
- [REDACTED] is old model number and will be replaced by this new number.
- All these are under EUA approval.
- [REDACTED]
- The N95 model number is DE2322. The samples just arrived at LA. [REDACTED]

Best,
John

<image002.png> **John Zhuang, Esq. / Counsel**

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From: John Zhuang <john.zhuang@byd.com>

Date: Thursday, April 9, 2020 at 4:06 PM

To: "Bollinger, Jennifer@CalOES" <Jennifer.Bollinger@caloes.ca.gov>

Cc: "Pal, Alex@CalOES" <Alex.Pal@CalOES.ca.gov>

Subject: Re: NIOSH test status

Jennifer: Confirming receipt – let me confer with the certification team and get back to you. -John

<image003.png> **John Zhuang, Esq. / Counsel**

BYD America

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From: "Bollinger, Jennifer@CalOES" <Jennifer.Bollinger@caloes.ca.gov>

Date: Thursday, April 9, 2020 at 4:04 PM

To: John Zhuang <john.zhuang@byd.com>

Cc: "Pal, Alex@CalOES" <Alex.Pal@CalOES.ca.gov>

Subject: RE: NIOSH test status

To further refine the below, is it a matter of inspection at the factory by the certification team?

Trying to understand the hurdles, if any.

Jennifer L. Bollinger (formerly Plescia)

Note New Email: Jennifer.Bollinger@caloes.ca.gov

Assistant Chief Counsel

Governor's Office of Emergency Services (Cal OES)

3650 Schriever Avenue

Mather, CA 95655

Office: (916) 845-8815

Cell: (916) 621-8523

Fax: (916) 845-8511

www.caloes.ca.gov

From: Bollinger, Jennifer@CalOES

Sent: Thursday, April 9, 2020 3:56 PM

To: 'john.zhuang@byd.com' <john.zhuang@byd.com>

Cc: Pal, Alex@CalOES <Alex.Pal@CalOES.ca.gov>

Subject: NIOSH test status

John –

I would like to gain a better understanding of the NIOSH test status. From our conversations, I know there is a temp code. Are there any items left to test? What test item has failed? What is BYD currently trying to resolve, if anything?

Thanks in advance for obtaining and sharing this information.

Jennifer L. Bollinger (formerly Plescia)

Note New Email: Jennifer.Bollinger@caloes.ca.gov

Assistant Chief Counsel

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Fax: (916) 845-8511

www.caloes.ca.gov

From: jane.wang1@byd.com
To: [Pal, Alex@CalOES](mailto:Pal,Alex@CalOES)
Cc: john.zhuang@byd.com; [Bollinger, Jennifer@CalOES](mailto:Bollinger,Jennifer@CalOES); [Shige Honjo \(shige@frontlinesupport.org\)](mailto:ShigeHonjo(shige@frontlinesupport.org)); oscar.su@byd.com
Subject: Re: Outstanding Questions
Date: Friday, April 24, 2020 11:12:15 AM

Hi Alex,

Just wanted to share with you for the N95 samples you asked yesterday, they have been delivered to Mark yesterday.

For the questions below, we are preparing and will share prior to our meeting tomorrow.

Thank you very much!

Jane

On Apr 22, 2020, at 5:05 PM, Pal, Alex@CalOES <Alex.Pal@caloes.ca.gov> wrote:

John and Jane,

Thank you for your time this afternoon. Per our conversation, below are the outstanding questions. It is my understanding that my team is still waiting to hear from Oscar. Can you please help get us answers to these questions ASAP?

1. NIOSH approval status/schedule
2. Confirmation on the specifications and data sheets
3. Extended Shipment Schedule
4. Confirmation on which factories will be producing which products. Cal OES's understanding is Cal OES surgical masks will only be produced at [REDACTED] and N95s will only be produced at [REDACTED]
5. We need to know how many shifts each factory will run, how many days per week, and the number of hours per shift
6. We need information on how long [REDACTED] has been producing surgical masks and how long [REDACTED] has been producing KN95 masks (and preferably the quantity produced). We need information for these specific sites, not an aggregate of BYDs production at all sites.
7. We need to confirm that BYD will share past quality data for production at these sites, for these products to Cal OES's 3rd party auditor and QA/QC.
8. Any testing data you can share from Nelson labs on the N95 masks.
9. Provide factory build schedule from date of NIOSH approval.

Alex J. Pal
Chief Counsel
Governor's Office of Emergency Services (Cal OES)

3650 Schriever Avenue
Mather, CA 95655
Office: (916) 845-8973
Cell: (916) 621-8747
Emergency: (916) 845-8911
www.caloes.ca.gov

<image001.jpg>

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From: john.zhuang@byd.com
To: [Bollinger, Jennifer@CalOES](mailto:Bollinger.Jennifer@caloes.ca.gov); stella.li@byd.com; [Ghilarducci, Mark@CalOES](mailto:Ghilarducci.Mark@caloes.ca.gov); [Pal, Alex@CalOES](mailto:Pal.Alex@caloes.ca.gov); [Kim, Daniel@DGS](mailto:Kim.Daniel@DGS.ca.gov); [Leslie Lopez](mailto:Leslie.Lopez@caloes.ca.gov); oscar.su@byd.com; stella.li@byd.com; nancy.liu@byd.com
Subject: Re: Principal Call
Date: Tuesday, April 7, 2020 8:42:41 AM
Attachments: [image001.png](#)
[MASTER SUPPLY AGREEMENT Health Products California \(v11 BYD Redline\).pdf](#)

Please see attachment.



John Zhuang, Esq. / Counsel

BYD America
1800 S Figueroa St, Los Angeles, CA
(213) 748-3980 [REDACTED]

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From: Jennifer.Bollinger@caloes.ca.gov

When: 8:30 AM - 9:00 AM April 7, 2020

Subject: Principal Call

Location: [https://bluejeans.com/\[REDACTED\]](https://bluejeans.com/[REDACTED])

.....
To join the meeting on a computer or mobile phone:

[https://bluejeans.com/\[REDACTED\]](https://bluejeans.com/[REDACTED])

Phone Dial-in

[REDACTED] US Toll Free)
[REDACTED] US Toll Free)
[REDACTED] US (Toll Free))
[REDACTED] US (Toll Free))
[REDACTED] United States(Primary))
[REDACTED] United States(Primary))
[REDACTED] (United States)

Global Numbers: <https://www.bluejeans.com/premium-numbers>

Meeting ID: [REDACTED]

Room System

[REDACTED] or bjn.vc

Meeting ID: [REDACTED]

Want to test your video connection?

<https://bluejeans.com/111>

Is this your meeting? Do you need your [moderator passcode](#)?

.....



EQUIPMENT MASTER SUPPLY PURCHASE ORDER AGREEMENT

This Equipment Master Supply Purchase Order Agreement (hereinafter "Agreement" or "MSA") is entered into on the 7th day of April, 2020, by and between Global Healthcare Product Solutions, LLC, a Delaware limited liability company, with the registered address of 919 North Market Street, Suite 950, Wilmington, DE 19801 ("Seller") and the California Governor's Office of Emergency Services with the registered address of 3650 Schriever Avenue, Mather, CA 95655 ("Buyer") (collectively "parties").

RECITAL

WHEREAS, in 2020, the State of California (the Buyer), the United States, and multiple key continents around the world are combating the rapid spread of the deadly pandemic known as the Novel Coronavirus or COVID-19 (the "Pandemic");

WHEREAS, despite the current state of the Pandemic around the world as of April 5, 2020, the parties agree they are capable of performing all obligations under this Agreement;

WHEREAS, the Seller makes and sells certain equipment used in the healthcare industry, including surgical masks, N95 masks, KN95 masks, hand sanitizers, infrared thermometers, and other products;

WHEREAS, the Seller's equipment is vital to reducing and mitigating the spread of the Pandemic in affected regions such as the Buyer's region;

WHEREAS, the Buyer desires to procure large quantities of certain subsets of Seller's healthcare industry equipment, including, without limitations, surgical masks and N95 masks, in order to use the products to combat the Pandemic in California;

WHEREAS, Buyer will support Seller's efforts to obtain the National Institute for Occupation Safety and Health ("NIOSH") certification for the N95 masks purchased under this Agreement;

WHEREAS, the Buyer enters into this Agreement pursuant to Governor Newsom's March 4, 2020, State of Emergency Proclamation for COVID-19, and does so as an emergency protective measure to protect the public health and safety;

AGREEMENT

NOW, THEREFORE in consideration of the foregoing and the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **EQUIPMENT AND PRICING.** Seller agrees to sell to Buyer and Buyer agrees to buy from Seller the Seller equipment ("Equipment") as set forth in Exhibit A, at the pricing as set forth in Exhibit B.
2. **N95 CONTINGENCY.** The purchase of N95 masks under this Agreement is contingent upon Seller obtaining the National Institute for Occupation Safety and Health ("NIOSH") certification by April 30, 2020 for the N95 masks purchased under this Agreement, unless both parties agree in writing to extend this due date.
3. **PAYMENT METHOD.** (a) When Buyer is making payment to Seller, Buyer will make payment by bank wire transfer to the bank account below:

Receiving Bank: [REDACTED]
Bank Address: [REDACTED]
Beneficiary: Global Healthcare Product Solutions, LLC
Beneficiary Address: 1800 S. Figueroa Street, Los Angeles, CA 90015
Bank Account Number: [REDACTED]
Bank Routing Number (Domestic Wires): [REDACTED]

(b) In the event that Seller is required under this Agreement to transfer money to Buyer, Seller will make payment by bank wire transfer. Buyer will provide details for such transfer as needed.

4. **DELIVERY.** (a) Schedule & Location. Delivery will be made in accordance to the schedule stated in Exhibit B ("Delivery Schedule"). The delivery location for the Equipment will be [REDACTED] ("Delivery Location"). The Equipment will be shipped via air carrier by Seller. The delivery term will be INCOTERM 2020 DDP to the Delivery Location, at which time risk of loss and title will pass to Buyer.

(b) Time of Delivery. Seller will use its best business efforts to achieve on-time delivery consistent with the Delivery Schedule.

5. **ACCEPTANCE.** All Equipment ordered by Buyer may be subject to delivery acceptance inspection and testing by the Buyer or its authorized representatives at the Delivery Location. Buyer will give written notice of rejection of Equipment delivered within three (3) business days after receipt of

Equipment at the Delivery Location. Such notice of rejection will state the respects in which the Equipment does not substantially conform to specifications stated in Exhibit A. If the Buyer does not provide such notice of rejection within three (3) business days after the Equipment arrives in the United States, such Equipment will be deemed to have been accepted. Acceptance by the Buyer will be final and irreversible, except as it relates to latent defects, fraud, and gross mistakes amounting to fraud. Subject to this Agreement, Buyer's acceptance will not be construed to waive any warranty rights (if any) that the Buyer may have at law or under this Agreement with respect to any nonconformity.

6. INVOICE & PAYMENT. (a) Invoicing Procedure. Unless otherwise specified, all invoices arising from this agreement will be sent in paper format to:

The Governor's Office of Emergency Services
Attn: Accounting Unit
3650 Schriever Avenue
Mather, CA 95655

and in digital format to:

BYDinvoice@caloes.ca.gov.

Paper invoices will be submitted in triplicate and will include the Agreement number.

(b) Timing & Payment of Invoices.

(1) Manner of Remitting the Prepayment. Buyer will make a prepayment to Seller within three (3) business days from the date Buyer executes this Agreement.

(2) Manner of Remitting Purchase Order Payments. During the term of this Agreement, Seller will invoice Buyer in accordance to this Section 6, twice a week on every Monday and Thursday, and payment will be made on the business day following such invoicing date. Invoice payments made on Tuesday of each week will be payment for Purchase Order deliveries made during each of the previous four calendar days, and invoice payments made on Friday of each week will be payment for Purchase Order deliveries made during each of the previous three calendar days. Buyer will pay Seller, in the manner prescribed in Section 3 "Payment Method". At the end of this Agreement's term, if there are any unpaid Purchase Order deliveries, such invoices will be paid in full within five (5) business days.

(c) Timely Payments. Both parties understand and agree that Seller's continued performance under this Agreement is contingent upon the timely payment of its invoices when due.

7. TERM & TERMINATION. (a) Term. This Agreement will commence upon the full execution of this Agreement and will continue through the end of June 2020 (this first term and the related delivery and payment obligations will be known herein as "Batch A").

(b) Buyer's Option to Extend Term. Buyer will have the option to exercise a right to extend this Agreement for additional one-month terms, at the same unit price as set forth in Exhibit A, for a maximum of two (2) additional months. Buyer agrees to provide thirty (30) calendar days of advance written notice to Seller of Buyer's intent to exercise this option (these two optional subsequent terms and the related delivery and payment obligations will be known herein as "Batch B" and "Batch C", respectively).

(c) Seller's Right to Terminate for Convenience. If there are no pending or unfulfilled Purchase Orders outstanding, or Buyer has not exercised the right to extend this Agreement, Seller may at its sole discretion, and without any further liability or penalty, terminate this Agreement by sending written notice of termination to Buyer and such notice will be effective immediately ("Seller's Right to Terminate for Convenience").

(d) Buyer's Right to Terminate for Convenience. The Buyer may terminate this Agreement (in part or in whole) for any reason by delivering a written notice of termination for Buyer's convenience to Seller seven (7) calendar days in advance of the effective date of Buyer's termination for convenience ("Buyer's Termination for Convenience" or "Effective Date of the Buyer's Termination for Convenience").

On the Effective Date of the Buyer's Termination for Convenience, and except as directed by the Buyer, the Seller will immediately proceed with the following obligations:

- (i) Stop work as specified in the Buyer's Termination for Convenience;
- (ii) Place no further subcontracts for materials, services, or facilities, except as necessary to complete the continued portion of the Agreement;
- (iii) Use its best business efforts to terminate all subcontracts to the extent they relate to the work terminated;

- (iv) Use its best business efforts to settle all outstanding liabilities and termination settlement proposals arising from termination of subcontracts; and,
- (v) Remit and refund to Buyer the entire prepayment less payment for accepted Equipment.

On the Effective Date of the Buyer's Termination for Convenience, Buyer will have the following obligations:

- (i) Within three (3) business days of delivery, inform Seller in writing the portion of the Equipment order under this Agreement the Buyer intends to terminate; and,
- (ii) Buyer will pay the contract price for any completed Equipment that's been delivered and accepted in accordance with this Agreement.

For the avoidance of doubt, in the event that Buyer exercises Buyer's Termination for Convenience, Buyer will continue to procure and pay for the contracted Equipment in accordance with this Agreement until the Effective Date of the Buyer's Termination for Convenience.

The rights and remedies of either party under this Section 7 are in addition to any other rights and remedies provided by law or under this Agreement.

8. FEES AND TAXES. Unless otherwise stated herein or in an applicable Purchase Order, Seller will pay for fees and taxes in accordance with the delivery term described herein. Unless otherwise required by United States law, Buyer is exempt from Federal excise taxes. Buyer will only pay State of California or local sales or use taxes on Equipment supplied under this Agreement, as applicable.

9. FORCE MAJEURE. Neither Seller or Buyer will be responsible to perform under this Agreement as a result of acts beyond its reasonable control including, without limitation, acts of God, fire, flood, earthquakes or other man made or natural disasters, outbreak of disease, acts of war or terrorism or crime, shortage of power supply, transportation or other utility service, governmental action, labor disputes, or civil unrest (each a "Force Majeure Event"). The affected party will, as soon as reasonably practicable after the occurrence of any such Force Majeure Event, (a) provide written notice to the other party of the nature and extent of any such Force Majeure Event; and (b) use reasonable efforts to remove any such causes and resume performance under this Agreement as soon as reasonably practicable. If performance is not reasonably practicable

within seven (7) calendar days, then the other party may then terminate this Agreement by written notice to the affected party.

10. LIMITS ON LIABILITY. To the maximum extent permitted by law, the parties agree as follows: (1) Liability. Seller's maximum liability (however caused) arising from this Agreement will in no event exceed all amounts actually paid by Buyer to Seller for the particular Purchase Order in dispute under this Agreement. (2) Consequential Damages. In no event will Seller be liable for any consequential, special, incidental, indirect, or punitive damages, including without limitation lost profits, whether the claim is based on contract, tort, strict liability, or any other theory of law or equity, even if advised of the possibility of such damages.

11. LIMITS ON WARRANTY. Seller warrants that Equipment furnished hereunder will conform to the Equipment specifications stated in Exhibit A upon their arrival at the Delivery Location ("Specifications"). Outside of the foregoing Specifications, Seller (a) makes no warranties or representations, either expressed or implied, as to the Equipment (or any of the Equipment's parts or accessories) provided for under this Agreement and (b) makes no warranty of merchantability or fitness of the Equipment provided for under this Agreement for any particular purpose.

12. AFFILIATE GUARANTEE. Subject to the requirements in this Agreement, in the event that Seller breaches a Guaranteed Material Obligation (defined below) under this Agreement, and such breach is unexcused and not remedied within seven (7) calendar days, BYD Motors LLC, a subsidiary of BYD Co., Ltd., will guarantee Seller's performance under this Agreement (the "Guarantor").

(a) For the purposes of this Section, "Guaranteed Material Obligation" will exclusively mean the following: (i) Sellers fails to obtain NIOSH certification for N95 masks by April 30, 2020; or, (ii) (ii) Seller materially fails to deliver the N95 masks as specified in Exhibit B. ~~Seller materially fails to deliver the contracted for N95 masks by the end of the applicable term.~~

(b) Solely to the extent that the Seller is unable to fulfill the Guaranteed Material Obligations in accordance to this Section, Guarantor will step in to assume the obligations of Seller under this Agreement and, as applicable, fulfill the Guaranteed Material Obligations or take responsibility for Seller's liabilities arising the same, including, as applicable, any Seller liability to refund some or all of the Buyer's prepayment amount under this Agreement.

13. ENTIRE AGREEMENT; WAIVER. This Agreement constitutes the entire agreement of the parties hereto. All prior agreements, whether oral or in writing, are superseded. No waiver or modification of this Agreement will be effective unless in writing and signed by both parties.

14. WAIVER OF RIGHTS. Any action or inaction by either the Seller or Buyer or failure to enforce any right or provision of the Agreement will not be construed as a waiver by either Seller or Buyer of its rights hereunder and will not prevent either Seller or Buyer from enforcing such provision or right on any future occasion. The rights and remedies are cumulative and are in addition to any other rights or remedies that are available at law or in equity.

15. BINDING ON SUCCESSORS AND PERMITTED ASSIGNS. This Agreement will not be assignable by either the Seller or Buyer in whole or in part without written consent of the parties. This Agreement will be binding upon and inure to the benefit of any successors and permitted assigns of the parties hereto.

16. NOTICES. All notices and correspondence herein provided to be given, or which may be given by either party to the other, will be deemed to have been fully given when made in writing and: 1) deposited in the United States Mail, certified and postage prepaid or sent via an alternate commercial overnight delivery service (i.e. FedEx or similar) with receiver's signature required; and, (2) with a carbon copy sent via electronic mail, addressed as follows:

Seller: Global Healthcare Product Solutions, LLC
919 North Market Street, Suite 950
Wilmington, DE 19801
Attention: Legal Department
e-mail: contact@ghps.us

with a copy to the Guarantor:

BYD Motors, LLC
1800 S Figueroa St.
Los Angeles, CA 90015
Attention: Legal Department
e-mail: notices@byd.com

Buyer: California Governor's Office of Emergency Services
Attention: Legal Department
3650 Schriever Avenue
Mather, CA 95655
e-mail: BYDinvoice@caloes.ca.gov

The address to which notices and correspondence will be mailed to either party may be changed by giving written notice to the other party.

17. GOVERNING LAW; DISPUTE RESOLUTION. This Agreement will be interpreted and construed solely in accordance with the laws of the State of

California without regard to its choice of law principles. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, will exclusively be settled by arbitration administered by the American Arbitration Association (or by mutual agreement JAMS) in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The place of arbitration will be Sacramento, California. The number of arbitrator(s) will be one (1). Seller will pay for the dispute resolution organization's standard and customary initiation fee required to initiate the arbitration with that organization, not to exceed \$6000, even in the circumstance where the Buyer is initiating arbitration. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator will be entitled to issue injunctive and other equitable relief. A party may apply to any court with jurisdiction for interim or conservatory relief, including without limitation a proceeding to compel arbitration. The parties agree to arbitrate all disputes arising from this Agreement on an individual basis (and in strict accordance to this paragraph) and each party waives the right to participate in a class action lawsuit against the other party. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

18. HEADINGS. Headings at the beginning of each section are solely for the convenience of the parties and will not be considered when interpreting this Agreement.

19. SEVERABILITY. If any of the provisions of this Agreement are prohibited by or held invalid under applicable laws or regulations of any jurisdiction in which this Agreement is sought to be enforced, then that provision will be considered inapplicable and omitted but will not invalidate the remaining provisions.

20. SURVIVAL. All provisions regarding Section 10 (Limits on Liability), Section 11 (Limits on Warranty), Section 13 (Entire Agreement; Waiver), Section 14 (Waiver of Rights), Section 15 (Binding on Successors and Permitted Assigns), Section 16 (Notice), Section 17 (Governing Law; Dispute Resolution), Section 19 (Severability), [Section 32 \(Rights and Remedies\)](#), [Section 41 \(Access to Records\)](#), [Section 43 \(Compliance with Federal Law, Regulations, and Executive Orders\)](#) and, this Section 20 (Survival) will survive any termination of this Agreement.

21. COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

22. INDEPENDENT CONTRACTOR: Seller and the agents and employees of Seller, in the performance of this Agreement, will act in an independent capacity and not as officers or employees or agents of the Buyer.

23. COMPLIANCE WITH STATUTES AND REGULATIONS: Seller warrants and certifies that in the performance of this Agreement, it will comply in all material respects, with all applicable statutes, rules, regulations and orders of the United States and the State of California and agrees to indemnify the Buyer against any third-party claims, loss, cost, damage or liability (together "Claims") occurring due to Seller's violation of this Section 23 "Compliance with Statutes and Regulations".

24. SELLER'S POWER AND AUTHORITY: The Seller warrants that it has full power and authority to enter into the Agreement and will hold the Buyer harmless from and against any third-party claims loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this Section 24 "Seller's Power and Authority" or infringement of any patent, copyright, and/or trade secret.

25. AFFILIATE GUARANTOR'S POWER AND AUTHORITY: The Guarantor warrants that it has full power and authority to guarantee this Agreement.

26. SUBSTITUTIONS: Substitution of Equipment may not be tendered without advance written consent of the Buyer. Seller will not use any specification in lieu of those contained in the Agreement without written consent of the Buyer.

27. NEWLY MANUFACTURED EQUIPMENT: All Equipment furnished under this Agreement will be newly manufactured Equipment; used or reconditioned Equipment is prohibited.

28. COVENANT AGAINST GRATUITIES: The Seller warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of the Buyer with a view toward securing the Agreement or securing favorable treatment with respect to any determinations concerning the performance of the Agreement. For breach or violation of this Section 28 "Covenant Against Gratuities", the Buyer will have the right to terminate the Agreement, either in whole or in part.

29. SWEATFREE CODE OF CONDUCT: (a) Sweatfree Code of Conduct. Seller declares under penalty of perjury that no apparel, garments or corresponding accessories, Equipment, materials, or supplies furnished to the Buyer pursuant to the Agreement have been produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the

benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Seller further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108. (b) Records. Seller agrees to cooperate fully in providing reasonable access to its records, documents, agents or employees, or premises if reasonably required by authorized officials of the Buyer, the Department of Industrial Relations, or the Department of Justice to determine Seller's compliance with the requirements under Section 29(a) "Sweatfree Code of Conduct".

30. Manufacturing Audits. The Buyer reserves the right to utilize a third party representative to audit Seller's manufacturing facility and/or conduct source inspection of Equipment at the end of the production line.

31. Reporting. Seller will keep complete, timely and accurate records, including, but not limited to incoming material quality, in-process yield, outgoing quality, regulatory compliance, production schedules, material shortages and shipment performance. Seller will provide the Buyer with on-line access to such records and will provide written reports to the Seller as requested.

32. RIGHTS AND REMEDIES.

(a) Should Seller fail to obtain the certification required in Section 2 "N95 Contingency", Seller will, no later than May 8, 2020, refund to Buyer the Buyer's entire prepayment to Seller for the N95 masks.

(b) In the event Buyer rejects Equipment pursuant to Section 5 "Acceptance", in whole or in part, due to nonconformity, Buyer may choose, at its sole discretion, one of the following: (i) Seller will, without expense to Buyer, immediately replace all such rejected Equipment with other Equipment conforming to the Agreement, at Seller's sole expense; or (ii) Seller will, within five (5) business days of Buyer's rejection of Equipment, refund all applicable portions of the monies paid to Seller for such nonconforming Equipment, including pro-rated prepayment, for that rejected Equipment.

(c) Subject to Section 7(d) "Term & Termination", in the event Buyer exercises Buyer's Termination for Convenience, following the Effective Date of the Buyer's Termination for Convenience, Seller will, within three (3) business days thereafter, remit, through wire transfer to Buyer, an entire refund of all monies Buyer paid to Seller, including any

prepayment or advancement of funds, under this Agreement less payment for delivered and accepted Equipment.

- (d) Subject to Section 9 "Force Majeure", if either party terminates this Agreement as a result of a Force Majeure Event, Seller will, within three (3) business days, remit, through wire transfer to Buyer, a refund of all monies Buyer paid to Seller, including any prepayment or advancement of funds, under this Agreement, less payment for delivered and accepted Equipment.

For the avoidance of doubt, in the event that: (i) Buyer exercises any right to terminate under this Agreement; or, (ii) Seller materially fails to perform its Equipment delivery obligations under this Agreement, Seller will return to Buyer all monies paid, less payment for delivered and accepted Equipment.

33. NONDISCRIMINATION

a) During the performance of this Agreement, Seller and its subcontractors will not unlawfully discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, and denial of family care leave. Seller and Seller's subcontractors will ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Seller and its subcontractors will comply with the provision of the Fair Employment and Housing Act (Government Code, section 12990 et seq.) and the applicable regulations promulgated thereunder (Cal. Code of Regulations, Title 2, section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in Chapter 5, Division 4, of Title 2 of the California Code of Regulations are incorporated into the Agreement by reference and made a part hereof, as if set forth in full. Seller and its subcontractors will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

b) The Seller will include nondiscrimination and compliance provisions of this Section 33 "Nondiscrimination" in all subcontracts to perform work under the Agreement.

34. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, the Seller agrees as follows:

- a. The Seller will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Seller will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- b. The Seller agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- c. The Seller will, in all solicitations or advertisements for employees placed by or on behalf of the Seller, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- d. The Seller will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Seller's legal duty to furnish information.
- e. The Seller will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Seller's commitments under this section,

and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- f. The Seller will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- g. The Seller will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- h. In the event of the Seller's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Seller may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- i. The Seller will include the portion of the sentence immediately preceding this Section 34(a) and the provisions of Section 34(a) through Section 34(h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Seller will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event the Seller becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Seller may request the United States to enter into such litigation to protect the interests of the United States.

The Seller further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work; provided, that if the Seller so participating is a State or local government, the above equal

opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Seller agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Sellers and subcontractor with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Seller further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon.

This provision solely applies to Seller or Seller subcontractors or Seller Vendors under the jurisdiction of the laws and regulations of the State of California or the United States Government.

35. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Compliance with the Contract Work Hours and Safety Standards Act.

- a. **Overtime requirements.** No Seller or subcontractor contracting for any part of this Agreement which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in Section 35(a), the Seller and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated

damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in Section 35(a), in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in Section 35(a).

- c. **Withholding for unpaid wages and liquidated damages.** The Federal Emergency Management Agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Seller or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Seller or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in Section 35(b).
- d. **Subcontracts.** The Seller or subcontractor shall insert in any subcontracts the clauses set forth in Section 35(a) through Section 35(d) and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in Section 35(a) through Section 35(d).

36. CLEAN AIR ACT

- a. The Seller agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. Section 7401 et seq.
- b. The Seller agrees to report each violation to the California Air Resources Board and understands and agrees that the California Air Resources Board will, in turn, report each violation as required to assure notification to the Department of Resources Recycling and Recovery, the California Governor's Office of Emergency Services, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
- c. The Seller agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

37.THE FEDERAL WATER POLLUTION CONTROL ACT

- a. The Seller agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. Sections 1251 et seq.
- b. The Seller agrees to report each violation to the State Water Resources Control Board and understands and agrees that the State Water Resources Control Board will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
- c. The Seller agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

38.DEBARMENT AND SUSPENSION CLAUSE

- A. This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Seller is required to verify that none of the Seller, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- B. The Seller must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- C. This certification is a material representation of fact relied upon by the State of California. If it is later determined that the Seller did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of California, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- D. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

39. BYRD ANTI-LOBBYING CLAUSE

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Sellers who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 44 C.F.R. PART 18- CERTIFICATION REGARDING LOBBYING

The undersigned [Seller] certifies, to the best of his or her knowledge, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this

certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Seller certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Seller understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Seller's Authorized Official

Name and Title of Seller's Authorized Official

Date: _____

40. PROCUREMENT OF RECOVERED MATERIALS

- A. In the performance of this Agreement the Seller shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired-
 - i. Competitively within a timeframe providing for compliance with the Agreement performance schedule;
 - ii. Meeting Agreement performance requirements; or
 - iii. At a reasonable price.
- B. Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- C. The Seller also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

41. ACCESS TO RECORDS

The following access to records requirements apply to this Agreement:

- A. The Seller agrees to provide the State of California, the FEMA Administrator, the Controller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Seller which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- B. The Seller agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. The Seller agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the Agreement.
- D. In compliance with the Disaster Recovery Act of 2018, the State of California and the Seller acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

42. DHS SEAL, LOGO, AND FLAGS

The Seller shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

43. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the Agreement only. The Seller will comply with all federal law, regulations, executive orders, FEMA policies, procedures, and directives.

44. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, Seller, or any other party pertaining to any matter resulting from the Agreement.

45. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Seller acknowledges the 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Seller's action pertaining to this Agreement.

46. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

Seller swears under penalty of perjury that no more than one final, unappealable finding of contempt of court by a Federal court has been issued against the Seller within the immediately preceding two-year period because of the Seller's failure to comply with an order of the National Labor Relations Board. This provision is required by, and shall be construed in accordance with, Public Contract Code section 10296.

47. APPLICABILITY

For the avoidance of doubt Sections 33-46 of this Agreement shall solely apply to Seller or Seller subcontractors or Seller Vendors under the jurisdiction of the laws and regulations of, as applicable, the State of California or the Federal Government of the United States of America.

(Signature Page Follows)

BY SIGNING BELOW, BOTH PARTIES HERETO ACCEPTS THE TERMS AND
CONDITIONS OF THIS AGREEMENT.

BUYER:

By: _____
(Signature)

Name: Mark Ghilarducci

Title: Director, Governor's Office of Emergency Services

Date:

Address: 3650 Schriever Avenue, Mather, CA 95655

E-mail: Mark.Ghilarducci@caloes.ca.gov

Phone: (916) 845-8510

SELLER:

By: _____
(Signature)

Name: Ke Li

Title: Authorized Representative

Date: April 7, 2020

Address: 919 North Market Street, Suite 950, Wilmington, DE 19801

E-mail: contact@ghps.us

Phone: [REDACTED]

By signing below, the Guarantor hereunder agrees to bound solely to the terms and conditions in this Section 12 "Affiliate Guaranty" and no other provision.

GUARANTOR:

By: _____
(Signature)

Name: Ke Li

Title: President

Date: April 7, 2020

Address: 1800 S Figueroa St, Los Angeles, CA 90015

E-mail: notices@byd.com

Phone: (800)BYD-AUTO

EXHIBIT A PRODUCT SPECIFICATIONS

Single-use Face Mask

SOFT & EASY TO BREATHE



Non-sterile

*Picture is for reference only,
actual product may have differences.

BYD CARE 

 Use as
surgical mask



Application

Worn by personnel to cover the mouth, nose and chin, the mask provides a physical barrier to block exhalation or ejection of pollutants from mouth and nose.



Product Introduction

BYD Single-use Face Mask consist of three layers of nonwoven material:



Outer Layer
Blue surgical use
spunbond nonwoven

Middle Layer
Polypropylene melt-blown
nonwoven with pathogen filtering

Inner Layer
White surgical use
spunbond nonwoven

MATERIALS

This product consists of mask body, nose clip and ear loops. The mask is composed of three layers of filter material: The inner and outer covers are constructed from spunbond nonwoven fabric, for medical use. Polypropylene melt-blown nonwoven is layered between the inner and outer covers. The nose clip uses metal core plastic and the ear loops are made of nylon and spandex blended.
Non-sterile product, one-time use only.

Wearing Instructions



1. Hold the mask by the ear loops with the colored side facing outwards and the nose bridge upwards, and place both ear loops around both ears.



2. Bend the nose clip to match the shape of the nose to prevent unfiltered air from entering.



3. Pull the mask to your chin to produce a tight seal.



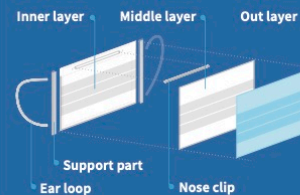
Single-use Face Mask

SOFT & EASY TO BREATHE

Non-sterile

Product Specification

- 1 Mask length: > 170 mm(6.69in.)
- 2 Mask expansion width: 165 mm(6.49in.). Post-stack width is 95 mm(3.74in.) with three stacks in the middle. Each stack width is not less than 10 mm(0.39in.). The nose clip is located on the upper edge of the mask, and the outside of the mask is darker in color.
- 3 The width of the support part is not more than 10 mm(0.39in.), and the position of the upper nose clip is not more than 16 mm(0.63in.).
- 4 Nose clip: length > 80 mm(3.15in.); width approximately 3 mm(0.12in.)
- 5 Ear loop: 180 mm(7.09in.) in length and 3 mm(0.12in.) in diameter, composed of polyester, spandex and other materials, welded on the inner layer not more than 10 mm(0.39in.) from the edge.



Parameter of BYD Single-use Face Mask

Name	Parameter
Product name	Single-use Face Mask
Material	Spunbond nonwoven fabric (for surgical use), polypropylene melt-blown nonwoven, metal core plastic nose clip, polyester and spandex ear loops
Model	Flat
Size	175 mm×95 mm / 6.89in.×3.72in.
Product application scope and purpose	For protection against inhalation of pathogens and airborne liquid droplets
Expiration date	2 years after production
Packaging specification	10pcs/bag; 50pcs/box; 2000pcs/case
Storage	Store in a well-ventilated place with relative humidity below 80%; avoid high temperatures and exposure to flame.

WARNING

- 1 The mask does not eliminate the risk of contracting any disease or infection.
- 2 Failure to properly use and maintain this product could result in illness or even death.
- 3 Only for one-time use, please destroy and dispose according to regulations after use.
- 4 Some materials in direct contact with the skin may cause allergic reactions or even anaphylaxis in sensitive individuals.
- 5 Please use within the validity period.
- 6 DO NOT use if package is damaged.
- 7 Please refer to the instructions before use.
- 8 For adult use only.
- 9 Do not wash.

All information presented in this document is based on the latest data available at the time of printing. BYD reserves the right to make changes at any time without prior notice.

Approval and Standard

BYD Single-use Face Mask are manufactured in accordance with industry recommended standards YY 0469-2011

Product model: FG2111 FDA product code QKR Australia TGA ARTG 332299 ASTM F-2100 Level 2

EN 14683 Type II   

Distributed by Global Healthcare Product Solutions, LLC

1800 S. Figueroa Street, Los Angeles, CA 90015

1(800)293-2886 www.byd.care Made in China



Scan and visit
BYD Care website



Scan and download
BYD Care app

N95 Healthcare Particulate Respirator (Surgical Mask)



Foldable (for single use only) Non-sterile

BYD CARE ❤️

- ⊕ Very close facial **fit**
- ⊕ **≥ 95%** filtrations efficiency against solid and liquid aerosols free of oil.



Description

The N95 Healthcare Particulate Respirator (Surgical Mask) is designed to help provide respiratory protection for the user. This product has a filter efficiency of 95% or greater against solid and liquid aerosols free of oil. This product contains no components made from natural rubber latex.

Use instructions

- Suitable for covering the mouth, nose and chin, to filter airborne particles and block liquid aerosols, blood, body fluids, secretions
- For adult use only.
- Do not wash.
- Store in a cool, dry, clean place away from fire and contamination.
- Store between -20°C and 38°C (-4°F and 100°F) with relative humidity below 80%.
- Expiration date: 2 years after production.

3-Step check before use

1. Do not use if the packaging has been opened or damaged.
2. Check that elastic bands are in good condition and are not damaged.
3. Check that the metallic strip is not broken.

Wearing instructions



Unfold the mask and hold it with both hands, with the metallic strip up.



Place elastic bands around the neck and head respectively. Put the mask against your face covering both nose and mouth.



Adjust the metallic strip over bridge of nose using two fingers, and press until achieving a close fit.



Perform a fit test according to instructions.

N95 Healthcare Particulate Respirator (Surgical Mask) Non-sterile

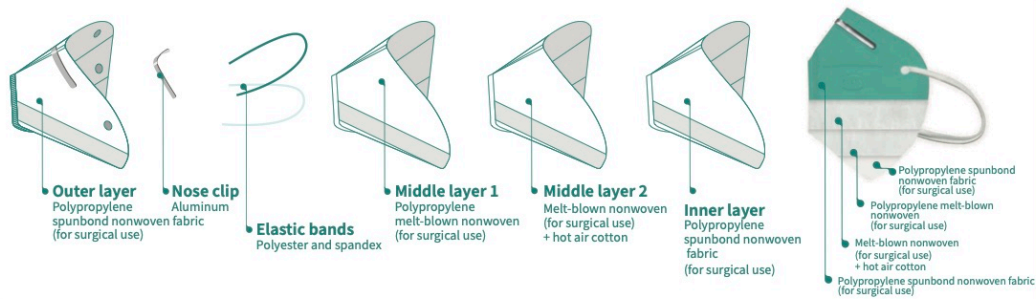


Foldable (for single use only)

Fit test

1. Place both hands over the mask.
2. Inhale vigorously and hold your breath for a few seconds, making sure the mask collapses inward as you inhale.
3. Exhale vigorously and hold your breath for few seconds, making sure the mask bulges outward as you exhale.
4. If air leaks, reposition the mask, tighten the metallic strip and reposition the elastic bands for a better fit. Then follow steps 1-3 again until a tight seal is achieved.
5. Masks that have passed the fit test in steps 1-3 are safe to use.
6. Facial hair or other facial features may prevent the mask from achieving a proper fit. If a tight seal is not achieved, please DO NOT use this product.
7. If you experience difficulty breathing, dizziness, or other symptoms, leave the contaminated area immediately.

Specifications



Name	Parameter
Product name	N95 Health Care Particulate Respirator (Surgical Mask)
Material	Polypropylene spunbond nonwoven fabric (for surgical use), Polypropylene melt-blown nonwoven (for surgical use), hot air cotton Polypropylene spunbond nonwoven fabric (for surgical use), Nylon spandex and polyester mixed fabric elastic bands, Aluminum nose clip
Type	Foldable
Packaging specification	1pc per bag; 50pcs per box; 1000pcs per carton

Product model
DF1122

Product meets
GB 19083-2010 standard.

WARNINGS

1. Use this product immediately after package is opened. Not recommended for more than 8 hours of use.
2. DO NOT sleep while wearing the mask.
3. Avoid hand contact with the inside of the mask.
4. Use only within the validity period.
5. For one-time use only. Please dispose of according to regulations after use.
6. DO NOT use if package is damaged.
7. Some materials in direct contact with the skin may cause allergic reactions or even anaphylaxis in sensitive individuals.
8. Please refer to the instructions before use.



All information presented in this document is based on the latest data available.
BYD reserves the right to make changes at any time without prior notice.

Distributed by Global Healthcare Product Solutions, LLC
1800 S. Figueroa Street, Los Angeles, CA 90015
1 (800) 293-2886
www.byd.care



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BYD Care website



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BYD Care app

EXHIBIT B DELIVERY AND PAYMENT SCHEDULE

Batch	Item	Product Specification	Unit Price (\$US)	Quantity (in Millions)	Total Payment (\$US)	Delivery Term	Delivery Location	Delivery Date*
A	50% Down-payment				\$ 495,000,000	N/A	N/A	N/A
	N95	NIOSH Certified	3.3	3	\$ 4,950,000	DDP		
	N95	NIOSH Certified	3.3	34.5	\$ 56,925,000	DDP		
	N95	NIOSH Certified	3.3	37.5	\$ 61,875,000	DDP		
	N95	NIOSH Certified	3.3	37.5	\$ 61,875,000	DDP		
	N95	NIOSH Certified	3.3	37.5	\$ 61,875,000	DDP		
	N95	NIOSH Certified	3.3	37.5	\$ 61,875,000	DDP		
	N95	NIOSH Certified	3.3	37.5	\$ 61,875,000	DDP		
	N95	NIOSH Certified	3.3	37.5	\$ 61,875,000	DDP		
	N95	NIOSH Certified	3.3	37.5	\$ 61,875,000	DDP		
B (Option)	N95	NIOSH Certified	3.3	30	\$ 99,000,000	DDP		
	N95	NIOSH Certified	3.3	30	\$ 99,000,000	DDP		
	N95	NIOSH Certified	3.3	30	\$ 99,000,000	DDP		
	N95	NIOSH Certified	3.3	30	\$ 99,000,000	DDP		
	N95	NIOSH Certified	3.3	30	\$ 99,000,000	DDP		
C (Option)	N95	NIOSH Certified	3.3	25	\$ 82,500,000	DDP		
	N95	NIOSH Certified	3.3	25	\$ 82,500,000	DDP		
	N95	NIOSH Certified	3.3	25	\$ 82,500,000	DDP		
	N95	NIOSH Certified	3.3	25	\$ 82,500,000	DDP		
Batch	Item	Product Specification	Unit Price (\$US)	Quantity (in Millions)	Total Payment (\$US)	Delivery Term	Delivery Location	Delivery Date*
A	Surgical Mask	ASTM F-2100 Level 2	0.55	11.1	\$ 6,105,000	DDP		
	Surgical Mask	ASTM F-2100 Level 2	0.55	11.1	\$ 6,105,000	DDP		
	Surgical Mask	ASTM F-2100 Level 2	0.55	11.1	\$ 6,105,000	DDP		
	Surgical Mask	ASTM F-2100 Level 2	0.55	11.1	\$ 6,105,000	DDP		
	Surgical Mask	ASTM F-2100 Level 2	0.55	11.1	\$ 6,105,000	DDP		
	Surgical Mask	ASTM F-2100 Level 2	0.55	11.1	\$ 6,105,000	DDP		
	Surgical Mask	ASTM F-2100 Level 2	0.55	11.1	\$ 6,105,000	DDP		
	Surgical Mask	ASTM F-2100 Level 2	0.55	11.1	\$ 6,105,000	DDP		
	Surgical Mask	ASTM F-2100 Level 2	0.55	11.2	\$ 6,160,000	DDP		
B (Option)	Surgical Mask	ASTM F-2100 Level 2	0.55	10	\$ 5,500,000	DDP		
	Surgical Mask	ASTM F-2100 Level 2	0.55	10	\$ 5,500,000	DDP		
	Surgical Mask	ASTM F-2100 Level 2	0.55	10	\$ 5,500,000	DDP		
	Surgical Mask	ASTM F-2100 Level 2	0.55	10	\$ 5,500,000	DDP		
	Surgical Mask	ASTM F-2100 Level 2	0.55	10	\$ 5,500,000	DDP		
C (Option)	Surgical Mask	ASTM F-2100 Level 2	0.55	12.5	\$ 6,875,000	DDP		
	Surgical Mask	ASTM F-2100 Level 2	0.55	12.5	\$ 6,875,000	DDP		
	Surgical Mask	ASTM F-2100 Level 2	0.55	12.5	\$ 6,875,000	DDP		
	Surgical Mask	ASTM F-2100 Level 2	0.55	12.5	\$ 6,875,000	DDP		

* For this Exhibit B, "Delivery Date" means the date when the corresponding quantity of the product will be fully delivered, however Seller expects to make Deliveries for the specified quantities on a daily basis in the days prior to and on the Delivery Date.

From: oscar.su@byd.com
To: [Bollinger, Jennifer@CalOES](mailto:Bollinger.Jennifer@CalOES)
Cc: [Pal, Alex@CalOES](mailto:Pal.Alex@CalOES); john.zhuang@byd.com
Subject: Re: Principal call at 1
Date: Sunday, April 5, 2020 10:56:57 AM

Yes, will do. Thank you.

Who from your side will be attending? Thanks

Sent from my iPhone

> On Apr 5, 2020, at 10:51 AM, Bollinger, Jennifer@CalOES <Jennifer.Bollinger@caloes.ca.gov> wrote:

>

> Oscar,

>

> Good morning. Would you be able to assist with setting up a principal call at 1pm?

>

>

> Sent from my iPhone

From: john.zhuang@byd.com
To: [Pal, Alex@CalOES](mailto:Pal,Alex@CalOES); [Bollinger, Jennifer@CalOES](mailto:Bollinger,Jennifer@CalOES)
Cc: junei.chen@byd.com
Subject: Re: Updated Draft Agreement - 4/5/2020, 1215AM
Date: Sunday, April 5, 2020 10:17:38 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[N95 CONTINGENCY & TFC Proposed Language \[Update 1\].docx](#)

Hi Jennifer:

Please see attachment N95 CONTINGENCY & TFC Proposed Language [Update 1].docx.

Here's a redline of the sole update in the document compared with the original draft.

1. N95 CONTINGENCY. The purchase of N95 masks under this Agreement is contingent upon Seller obtaining the: (i) temporary NIOSH code and (ii) either the FDA 510k or FDA EUA, for those N95 masks by [April 31, 2020], unless both parties agree in writing to extend this due date.

Best,
John



John Zhuang, Esq. / Counsel

BYD America

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(213) 748-3980 [REDACTED]

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Date: Sunday, April 5, 2020 at 9:56 PM
To: "Pal, Alex@CalOES" <Alex.Pal@CalOES.ca.gov>, "Bollinger, Jennifer@CalOES" <Jennifer.Bollinger@caloes.ca.gov>
Cc: Junei Chen <junei.chen@byd.com>
Subject: Re: Updated Draft Agreement - 4/5/2020, 1215AM

Hi Jennifer,

Thanks for the call just now, I'm happy to hear that the proposed language from N95

Contingency and Termination for Convenience we discussed on the phone just now sounded more promising than previous drafts. As discussed, here's the written version of the same. Happy to discuss your thoughts.

Also as discussed I will send the following information in my emails subsequent to this email. (1) BYD Motors's registration information. (2) The applicant and applicant representative for the N95's NIOSH application.

Lastly, checking the last box, Oscar will overnight OES surgical mask samples Monday. He's working on getting some N95 samples but don't have any off hand. He's also said to me that he's willing to be the direct point of contact for the samples. Please feel free to refer to him regarding getting the samples. I'm, of course, also happy to help, just let me know.

Best,
John



John Zhuang, Esq. / Counsel

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From: John Zhuang <john.zhuang@byd.com>

Date: Sunday, April 5, 2020 at 4:55 PM

To: "Pal, Alex@CalOES" <Alex.Pal@CalOES.ca.gov>, "Bollinger, Jennifer@CalOES" <Jennifer.Bollinger@caloes.ca.gov>

Cc: Junei Chen <junei.chen@byd.com>

Subject: Re: Updated Draft Agreement - 4/5/2020, 1215AM

Jennifer:

Per our call, please find below my client's response to the questions you posed on an earlier call this afternoon.

Regarding Payment Date of PO. CA's will pay for BYD's deliveries on Saturday, Sunday, and Monday on every Tuesday and deliveries on Tuesdays, Wednesdays, Thursday, and Friday, every Friday.

- JZ's Comment: I will seek permission to make an adjustment to the payment schedule per your

request (re: problems with same days delivery and wire transfer) as follows. *"Payment of PO. CA's will pay for BYD's deliveries on Friday, Saturday, Sunday, and Monday on every Tuesday and deliveries on Tuesdays, Wednesdays, Thursday, on every Friday."*

Regarding Certification Due Date of N95 Masks. BYD proposes the following language: *"if BYD does not receive FDA certification or FDA Emergency Use Authorization for the N95 mask by End of April, State can cancel the N95 order in the contract and receive 100% refund on prepayment, unless the parties mutually agree in writing to extend that deadline."*

Looking forward to you feedback on item 2.

Best,
John



John Zhuang, Esq. / Counsel

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From: John Zhuang <john.zhuang@byd.com>

Date: Sunday, April 5, 2020 at 2:01 PM

To: "Pal, Alex@CalOES" <Alex.Pal@CalOES.ca.gov>, "Bollinger, Jennifer@CalOES" <Jennifer.Bollinger@caloes.ca.gov>

Cc: Junei Chen <junei.chen@byd.com>

Subject: Re: Updated Draft Agreement - 4/5/2020, 1215AM

Hi Alex:

We will send that information shortly.

Switching gears a bit, I'm not sure if my client will agree, but I'd like to pitch the attached Buyer's Termination for Convenience proposal to them. Please let me know your thoughts. If we can agree to a reasonable proposal, I will try our best convince them to agree to the proposal.

Best,
John



John Zhuang, Esq. / Counsel

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From: "Pal, Alex@CalOES" <Alex.Pal@CalOES.ca.gov>

Date: Sunday, April 5, 2020 at 12:56 PM

To: "Bollinger, Jennifer@CalOES" <Jennifer.Bollinger@caloes.ca.gov>, John Zhuang <john.zhuang@byd.com>

Cc: Junei Chen <junei.chen@byd.com>

Subject: RE: Updated Draft Agreement - 4/5/2020, 1215AM

Hi John and Junei,

Just following up on the request below. Can you please forward the document below? Can you also confirm where the principle place of business is for Global Healthcare Product Solutions, LLC? We need to confirm transaction location for tax purposes.

Thanks,
Alex

From: Bollinger, Jennifer@CalOES <Jennifer.Bollinger@caloes.ca.gov>

Sent: Sunday, April 5, 2020 7:29 AM

To: john.zhuang@byd.com

Cc: Pal, Alex@CalOES <Alex.Pal@CalOES.ca.gov>; junei.chen@byd.com

Subject: Re: Updated Draft Agreement - 4/5/2020, 1215AM

Good morning. When you have a moment, it would be appreciated if you would send the corporate documents for BYD North America since that is one of entities guaranteeing the agreement subject to certain conditions. Many thanks.

Sent from my iPhone

On Apr 5, 2020, at 12:28 AM, "john.zhuang@byd.com" <john.zhuang@byd.com> wrote:

Jennifer: Received and thank you. We will begin our review tomorrow morning. -

John

<image001.png> **John Zhuang, Esq.** / Counsel

BYD America

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From: "Pal, Alex@CalOES" <Alex.Pal@CalOES.ca.gov>

Date: Sunday, April 5, 2020 at 12:23 AM

To: John Zhuang <john.zhuang@byd.com>, Junei Chen <junei.chen@byd.com>

Cc: "Bollinger, Jennifer@CalOES" <Jennifer.Bollinger@caloes.ca.gov>

Subject: Updated Draft Agreement - 4/5/2020, 1215AM

John and Junei,

Please find attached an updated draft agreement. Per our discussion with John earlier this evening, we truly attempted to merge our respective terms. We eliminated many of the terms we felt were flexible, but as we explained to John, we left in the terms that are mandatory and must be included. We are happy to discuss at your convenience.

There remain a few items for further discussion, such as BYD's proposed invoicing schedule, but we believe this draft is in good shape and is very close to final draft terms for principal review. We are providing an example of the state's purchase order form, which is required for payment. Please note that we included delivery terms as DDP [REDACTED] per Oscar's offer earlier today.

We look forward to hearing from you.

Sincerely,

Alex J. Pal
Chief Counsel
Governor's Office of Emergency Services (Cal OES)
3650 Schriever Avenue
Mather, CA 95655
Office: (916) 845-8973
Cell: (916) 621-8747

Emergency: (916) 845-8911

www.caloes.ca.gov

<image002.jpg>

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1. N95 CONTINGENCY. The purchase of N95 masks under this Agreement is contingent upon Seller obtaining the: (i) temporary NIOSH code and (ii) either the FDA 510k or FDA EUA, for those N95 masks by [April 31, 2020], unless both parties agree in writing to extend this due date. [OPEN]

2. TERMINATION

[...]

(d) Buyer's Right to Terminate for Convenience. The Buyer may terminate this Agreement (in part or in whole) for any reason by delivering a written notice of termination for Buyer's convenience to Seller twenty-one (21) days in advance of the effective date of Buyer's termination for convenience ("Buyer's Termination for Convenience" or "Effective Date of the Buyer's Termination for Convenience").

On the Effective Date of the Buyer's Termination for Convenience, and except as directed by the Buyer, the Seller will immediately proceed with the following obligations:

- (i) Stop work as specified in the Buyer's Termination for Convenience;
- (ii) Place no further subcontracts for materials, services, or facilities, except as necessary to complete the continued portion of the Agreement;
- (iii) To the extent practicable, terminate all subcontracts to the extent they relate to the work terminated;
- (iv) To the extent practicable, settle all outstanding liabilities and termination settlement proposals arising from termination of subcontracts;

On the Effective Date of the Buyer's Termination for Convenience, Buyer shall have the following obligations:

- (i) Within three (3) business days of deliver, inform Seller in writing the portion of the Equipment order under this Agreement the Buyer intends to terminate;
- (ii) Buyer will pay the contract price any completed Equipment that's been delivered and accepted in accordance with this Agreement; and,

- (iii) [Buyer shall pay the Seller's actual and documented costs and liabilities arising from Buyer's Termination for Convenience.] [OPEN: BYD can remove this subpart (iii) if the rest of this language is agreeable.]

From: john.zhuang@byd.com
To: [Pal, Alex@CalOES](mailto:Pal,Alex@CalOES); [Bollinger, Jennifer@CalOES](mailto:Bollinger,Jennifer@CalOES)
Cc: junei.chen@byd.com
Subject: Re: Updated Draft Agreement - 4/5/2020, 1215AM
Date: Sunday, April 5, 2020 10:13:59 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)

Lastly, with respect to NIOSH, their assigned manufacturer code is BYD. The representative for manufacturer is Jane Wang.



John Zhuang, Esq. / Counsel

BYD America

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From: John Zhuang <john.zhuang@byd.com>
Date: Sunday, April 5, 2020 at 10:02 PM
To: "Pal, Alex@CalOES" <Alex.Pal@CalOES.ca.gov>, "Bollinger, Jennifer@CalOES" <Jennifer.Bollinger@caloes.ca.gov>
Cc: Junei Chen <junei.chen@byd.com>
Subject: Re: Updated Draft Agreement - 4/5/2020, 1215AM

Attachments:

BM LLC - Articles of Formation.PDF
Filed Qualification CA- BYD Motors LLC.PDF
19320-BYD Motors LLC, Certificate of Good Standing.PDF
BYD Motors LLC Membership List.PDF



John Zhuang, Esq. / Counsel

BYD America

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Best,
John



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Alex

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Sent: Sunday, April 5, 2020 7:29 AM
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Cc: Pal, Alex@CalOES <Alex.Pal@CalOES.ca.gov>; junei.chen@byd.com
Subject: Re: Updated Draft Agreement - 4/5/2020, 1215AM

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Sent from my iPhone

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Jennifer: Received and thank you. We will begin our review tomorrow morning. - John

<image001.png> **John Zhuang, Esq.** / Counsel

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1800 S Figueroa St, Los Angeles, CA
(213) 748-3980 [REDACTED]

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From: "Pal, Alex@CalOES" <Alex.Pal@CalOES.ca.gov>
Date: Sunday, April 5, 2020 at 12:23 AM
To: John Zhuang <john.zhuang@byd.com>, Junei Chen <junei.chen@byd.com>
Cc: "Bollinger, Jennifer@CalOES" <Jennifer.Bollinger@caloes.ca.gov>
Subject: Updated Draft Agreement - 4/5/2020, 1215AM

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Please find attached an updated draft agreement. Per our discussion with John earlier this evening, we truly attempted to merge our respective terms. We eliminated many of the terms we felt were flexible, but as we explained to John, we left in the terms that are mandatory and must be included. We are happy to discuss at your convenience.

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for principal review. We are providing an example of the state's purchase order form, which is required for payment. Please note that we included delivery terms as DDP [REDACTED] per Oscar's offer earlier today.

We look forward to hearing from you.

Sincerely,

Alex J. Pal
Chief Counsel
Governor's Office of Emergency Services (Cal OES)
3650 Schriever Avenue
Mather, CA 95655
Office: (916) 845-8973
Cell: (916) 621-8747
Emergency: (916) 845-8911
www.caloes.ca.gov

<image002.jpg>

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Date: Sunday, April 5, 2020 10:02:41 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[19320-BYD Motors LLC, Certificate of Good Standing.pdf](#)
[BM LLC - Articles of Formation.pdf](#)
[BYD Motors LLC Membership List.pdf](#)
[Filed Qualification CA- BYD Motors LLC.pdf](#)

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Sent from my iPhone

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Jennifer: Received and thank you. We will begin our review tomorrow morning. -
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Delaware

The First State

Page 1

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AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN PAID TO DATE.



6671572 8300

SR# 20192139906

You may verify this certificate online at corp.delaware.gov/authver.shtml

A handwritten signature of Jeffrey W. Bullock in black ink, written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed.

Jeffrey W. Bullock, Secretary of State

Authentication: 202482342

Date: 03-20-19

STATE OF DELAWARE
CERTIFICATE OF FORMATION
OF LIMITED LIABILITY COMPANY

The undersigned authorized person, desiring to form a limited liability company pursuant to the Limited Liability Company Act of the State of Delaware, hereby certifies as follows:

1. The name of the limited liability company is BYD Motors LLC

2. The Registered Office of the limited liability company in the State of Delaware is located at 919 North Market Street, Suite 950 (street), in the City of Wilmington, Zip Code 19801. The name of the Registered Agent at such address upon whom process against this limited liability company may be served is InCorp Services, Inc.

By: 

Authorized Person

Name: Courtney Thomas
Print or Type

**MEMBERS, MEMBERSHIP INTERESTS AND PERCENTAGE INTERESTS AS
OF DECEMBER 20, 2017**

<u>Member Name and Address</u>	<u>Membership Interest</u>	<u>Percentage Interest</u>
BYD US Holding Inc. Address: 1800 S. Figueroa Street Los Angeles, CA 90015	100%	100%
TOTAL	100%	100%

State of California
Secretary of State

CERTIFICATE OF REGISTRATION

I, ALEX PADILLA, Secretary of State of the State of California, hereby certify:

That on the **28TH** day of **DECEMBER, 2018**, **BYD MOTORS LLC**, complied with the requirements of California law in effect on that date for the purpose of registering to transact intrastate business in the State of California; and further purports to be a limited liability company organized and existing under the laws of **DELAWARE** as **BYD MOTORS LLC** and that as of said date said limited liability company became and now is duly registered and authorized to transact intrastate business in the State of California, subject, however, to any licensing requirements otherwise imposed by the laws of this State.


IN WITNESS WHEREOF, I execute
this certificate and affix the Great Seal
of the State of California this day of
December 31, 2018.



ALEX PADILLA
Secretary of State

TMH

PRA_@BYD.com_00598

	Secretary of State Application to Register a Foreign Limited Liability Company (LLC)	LLC-5
	<p>IMPORTANT — Read instructions before completing this form. Must be submitted with a current Certificate of Good Standing issued by the government agency where the LLC was formed. See instructions.</p> <p>Filing Fee - \$70.00 Copy Fees - First page \$1.00; each attachment page \$0.50; Certification Fee - \$5.00</p> <p><i>Note:</i> Registered LLCs in California may have to pay minimum \$800 tax to the California Franchise Tax Board each year. For more information, go to https://www.ftb.ca.gov.</p>	

201836510084

FILED *aso/zpr*
 Secretary of State
 State of California

DEC 28 2018

lpc

This Space For Office Use Only

1a. LLC Name (Enter the exact name of the LLC as listed on your attached Certificate of Good Standing.)

BYD MOTORS LLC

1b. California Alternate Name, If Required (See instructions — Only enter an alternate name if the LLC name in 1a not available in California.)

2. LLC History (See instructions — Ensure that the formation date and jurisdiction match the attached Certificate of Good Standing.)

a. Date LLC was formed in home jurisdiction (MM/DD/YYYY)	b. Jurisdiction (State, foreign country or place where this LLC is formed.)
12 / 20 / 2017	Delaware

c. Authority Statement (Do not alter Authority Statement)

This LLC currently has powers and privileges to conduct business in the state, foreign country or place entered in Item 2b.

3. Business Addresses (Enter the complete business addresses. Items 3a and 3b cannot be a P.O. Box or "in care of" an individual or entity.)

a. Street Address of Principal Executive Office - Do not enter a P.O. Box	City (no abbreviations)	State	Zip Code
1800 S Figueroa St	Los Angeles	CA	90015
b. Street Address of Principal Office in California, if any - Do not enter a P.O. Box	City (no abbreviations)	State	Zip Code
		CA	
c. Mailing Address of Principal Executive Office, if different than Item 3a	City (no abbreviations)	State	Zip Code

4. Service of Process (Must provide either Individual OR Corporation.)

INDIVIDUAL — Complete Items 4a and 4b only. Must include agent's full name and California street address.

a. California Agent's First Name (if agent is not a corporation)	Middle Name	Last Name	Suffix
b. Street Address (if agent is not a corporation) - Do not enter a P.O. Box	City (no abbreviations)	State	Zip Code
		CA	

CORPORATION — Complete Item 4c only. Only include the name of the registered agent Corporation.

c. California Registered Corporate Agent's Name (if agent is a corporation) — Do not complete Item 4a or 4b

InCorp Services, Inc.

5. Read and Sign Below (See instructions. Title not required.)

I am authorized to sign on behalf of the foreign LLC.

John Zhuang
 Signature

John Zhuang
 Type or Print Name

LLC-5 (REV 01/2017)

2017 California Secretary of State
www.sos.ca.gov/business/

Delaware

The First State

Page 1

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AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "BYD MOTORS LLC" WAS FORMED ON THE TWENTIETH DAY OF DECEMBER, A.D. 2017.

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6671572 8300

SR# 20188405160

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Authentication: 204192563

Date: 12-28-18

201836510084

PRA_@BYD.com_00600



CALIFORNIA SECRETARY OF STATE



Business
Programs Division

Business Entities, 1500 11th St., 3rd Floor,
Sacramento, CA 95814

Thank You for Doing Business in California

Congratulations on the registration of your limited liability company with the California Secretary of State (SOS). Please see below for important information.

What's next? Required Filings

SOS Statement of Information – Limited liability companies must fill out and file a complete Statement of Information (Form LLC-12) within the first 90 days of registering with the SOS, and every 2 years thereafter before the end of the calendar month of the original registration date.

How can you file your Statement of Information?

- Currently, Statements of Information can be submitted on paper to the SOS through the mail, or submitted in person (drop off) to the Sacramento office. Additional information regarding Statements of Information, including forms, instructions and fees is available at www.sos.ca.gov/business/be/statements.
- Current processing times for Statements of Information may be found at www.sos.ca.gov/business/be/processing-times.
- Limited liability companies may file their Statement of Information using our secure E-File Statement of Information filing service at <https://lcbizfile.sos.ca.gov>.

Franchise Tax Board (FTB) Tax Filing – Once your limited liability company is registered with the SOS, you are required to file a tax return with FTB for each taxable year even if you are not conducting business or have no income. Contact FTB at www.ftb.ca.gov or (800) 852-5711 for forms and requirements concerning franchise taxes or income taxes.

Be aware, if you fail to file a return by the original or extended due date, or fail to pay taxes when due, a penalty may be imposed by FTB. Please visit www.ftb.ca.gov/businesses/Penalty-Information.shtml for tax penalty related information.

Other Business Information and Resources

All business entities are subject to state and federal tax laws. You may wish to contact the following agencies to assist you with these issues:

- Internal Revenue Service – www.irs.gov or call (800) 829-1040 for forms and issues concerning Federal tax, employer identification numbers, subchapter S elections.
- State Board of Equalization – www.boe.ca.gov or call (800) 400-7115 for forms and issues concerning sales taxes or use taxes.
- Employment Development Department – www.edd.ca.gov or call (800) 300-5616 for forms and issues concerning employment and payroll taxes.
- CalGold – www.calgold.ca.gov for appropriate permit, licensing, and contact information for the various agencies that administer and issue these permits.
- SOS Business Resources – www.sos.ca.gov/business/be/resources for a list of agencies you may need to contact to ensure proper compliance with California state law.
- CA Governor's Office of Business and Economic Development (Go-Biz) – www.business.ca.gov for a range of business services including, site selection and permit assistance.
- The California Business Incentives Gateway (CBIG) – <https://cbig.ca.gov> is a web portal that connects business owners and entrepreneurs with financial incentives.

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[image002.png](#)
[image003.png](#)
[N95 CONTINGENCY & TFC Proposed Language.docx](#)

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There remain a few items for further discussion, such as BYD's proposed invoicing schedule, but we believe this draft is in good shape and is very close to final draft terms for principal review. We are providing an example of the state's purchase order form, which is required for payment. Please note that we included delivery terms as DDP [REDACTED] per Oscar's offer earlier today.

We look forward to hearing from you.

Sincerely,

Alex J. Pal
Chief Counsel
Governor's Office of Emergency Services (Cal OES)
3650 Schriever Avenue
Mather, CA 95655
Office: (916) 845-8973
Cell: (916) 621-8747
Emergency: (916) 845-8911
www.caloes.ca.gov

<image002.jpg>

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1. N95 CONTINGENCY. The purchase of N95 masks under this Agreement is contingent upon Seller obtaining the temporary NIOSH code and FDA 510k for those N95 masks by [April 31, 2020], unless both parties agree in writing to extend this due date. [OPEN]

2. TERMINATION

[...]

(d) Buyer's Right to Terminate for Convenience. The Buyer may terminate this Agreement (in part or in whole) for any reason by delivering a written notice of termination for Buyer's convenience to Seller twenty-one (21) days in advance of the effective date of Buyer's termination for convenience ("Buyer's Termination for Convenience" or "Effective Date of the Buyer's Termination for Convenience").

On the Effective Date of the Buyer's Termination for Convenience, and except as directed by the Buyer, the Seller will immediately proceed with the following obligations:

- (i) Stop work as specified in the Buyer's Termination for Convenience;
- (ii) Place no further subcontracts for materials, services, or facilities, except as necessary to complete the continued portion of the Agreement;
- (iii) To the extent practicable, terminate all subcontracts to the extent they relate to the work terminated;
- (iv) To the extent practicable, settle all outstanding liabilities and termination settlement proposals arising from termination of subcontracts;

On the Effective Date of the Buyer's Termination for Convenience, Buyer shall have the following obligations:

- (i) Within three (3) business days of deliver, inform Seller in writing the portion of the Equipment order under this Agreement the Buyer intends to terminate;
- (ii) Buyer will pay the contract price any completed Equipment that's been delivered and accepted in accordance with this Agreement; and,

- (iii) [Buyer shall pay the Seller's actual and documented costs and liabilities arising from Buyer's Termination for Convenience.] [OPEN: BYD can remove this subpart (iii) if the rest of this language is agreeable.]

From: john.zhuang@byd.com
To: [Pal, Alex@CalOES](mailto:Pal,Alex@CalOES); [Bollinger, Jennifer@CalOES](mailto:Bollinger,Jennifer@CalOES)
Cc: junei.chen@byd.com
Subject: Re: Updated Draft Agreement - 4/5/2020, 1215AM
Date: Sunday, April 5, 2020 2:01:25 PM
Attachments: [image001.png](#)
[Buyer's Right to Terminate for Convenience.docx](#)

Hi Alex:

We will send that information shortly.

Switching gears a bit, I'm not sure if my client will agree, but I'd like to pitch the attached Buyer's Termination for Convenience proposal to them. Please let me know your thoughts. If we can agree to a reasonable proposal, I will try our best convince them to agree to the proposal.

Best,
John



John Zhuang, Esq. / Counsel

BYD America

1800 S Figueroa St, Los Angeles, CA
(213) 748-3980 [REDACTED]

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From: "Pal, Alex@CalOES" <Alex.Pal@CalOES.ca.gov>
Date: Sunday, April 5, 2020 at 12:56 PM
To: "Bollinger, Jennifer@CalOES" <Jennifer.Bollinger@caloes.ca.gov>, John Zhuang <john.zhuang@byd.com>
Cc: Junei Chen <junei.chen@byd.com>
Subject: RE: Updated Draft Agreement - 4/5/2020, 1215AM

Hi John and Junei,

Just following up on the request below. Can you please forward the document below? Can you also confirm where the principle place of business is for Global Healthcare Product Solutions, LLC? We need to confirm transaction location for tax purposes.

Thanks,
Alex

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Sent: Sunday, April 5, 2020 7:29 AM
To: john.zhuang@byd.com
Cc: Pal, Alex@CalOES <Alex.Pal@CalOES.ca.gov>; junei.chen@byd.com
Subject: Re: Updated Draft Agreement - 4/5/2020, 1215AM

Good morning. When you have a moment, it would be appreciated if you would send the corporate documents for BYD North America since that is one of entities guaranteeing the agreement subject to certain conditions. Many thanks.

Sent from my iPhone

On Apr 5, 2020, at 12:28 AM, "john.zhuang@byd.com" <john.zhuang@byd.com> wrote:

Jennifer: Received and thank you. We will begin our review tomorrow morning. -
John

<image001.png> **John Zhuang, Esq.** / Counsel

BYD America
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(213) 748-3980 [REDACTED]

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Cc: "Bollinger, Jennifer@CalOES" <Jennifer.Bollinger@caloes.ca.gov>
Subject: Updated Draft Agreement - 4/5/2020, 1215AM

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<image002.jpg>

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NON-FINAL DRAFT
SUBJECT TO FURTHER EDITS

Buyer's Right to Terminate for Convenience. The Buyer may terminate this Agreement (in part or in whole) for any reason by delivering a written notice of termination for Buyer's convenience to Seller [thirty (30)] business days in advance of the date of termination ("Buyer's Termination for Convenience").

After receipt of Buyer's Termination for Convenience, and except as directed by the Buyer, the Seller will immediately proceed with the following obligations:

- (i) Stop work as specified in the Buyer's Termination for Convenience;
- (ii) Place no further subcontracts for materials, services, or facilities, except as necessary to complete the continued portion of the Agreement;
- (iii) To the extent practicable, terminate all subcontracts to the extent they relate to the work terminated;
- (iv) To the extent practicable, settle all outstanding liabilities and termination settlement proposals arising from termination of subcontracts;

Upon Buyer's delivery of a Buyer's Termination for Convenience to Seller, Buyer shall have the following obligations:

- (i) Within three (3) business days of deliver, inform Seller in writing the portion of the Equipment order under this Agreement the Buyer intends to terminate;
- (ii) Buyer will pay the price for completed Equipment delivered and accepted; and,
- (iii) Buyer shall pay the Seller's actual and documented costs and liabilities arising from Buyer's Termination for Convenience, which may be deducted from Buyer's remitted or advance payment or prepayment to Seller, provided that Buyer provides Seller with the applicable documentation and calculations prior to such deduction.

The rights and remedies of either party under this clause are in addition to any other rights and remedies provided by law or under this Agreement

From: john.zhuang@byd.com
To: [Bollinger, Jennifer@CalOES](mailto:Bollinger.Jennifer@CalOES); [Pal, Alex@CalOES](mailto:Pal,Alex@CalOES)
Cc: oscar.su@byd.com
Subject: Re: Updated Draft Agreement - 4/5/2020, 1215AM
Date: Monday, April 6, 2020 6:19:23 PM
Attachments: [image001.png](#)
[image002.png](#)

Looping in Oscar. Oscar, please see below.



John Zhuang, Esq. / Counsel

BYD America

1800 S Figueroa St, Los Angeles, CA
(213) 748-3980 [REDACTED]

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From: "Bollinger, Jennifer@CalOES" <Jennifer.Bollinger@caloes.ca.gov>
Date: Monday, April 6, 2020 at 6:18 PM
To: John Zhuang <john.zhuang@byd.com>, "Pal, Alex@CalOES" <Alex.Pal@CalOES.ca.gov>
Subject: RE: Updated Draft Agreement - 4/5/2020, 1215AM

The exhibits need to reflect the actual standard, for example, standard for ASTM F-2100 Level 3

Jennifer L. Bollinger (formerly Plescia)
Note New Email: Jennifer.Bollinger@caloes.ca.gov
Assistant Chief Counsel
Governor's Office of Emergency Services (Cal OES)
3650 Schriever Avenue
Mather, CA 95655
Office: (916) 845-8815
Cell: (916) 621-8523
Fax: (916) 845-8511
www.caloes.ca.gov

From: john.zhuang@byd.com <john.zhuang@byd.com>
Sent: Monday, April 6, 2020 5:52 PM
To: Bollinger, Jennifer@CalOES <Jennifer.Bollinger@caloes.ca.gov>; Pal, Alex@CalOES <Alex.Pal@CalOES.ca.gov>

Subject: FW: Updated Draft Agreement - 4/5/2020, 1215AM

Product Specifications for Exhibit A. Please see attached.



John Zhuang, Esq. / Counsel

BYD America

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(213) 748-3980 [REDACTED]

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From: john.zhuang@byd.com
To: [Pal, Alex@CalOES](mailto:Pal,Alex@CalOES); [Bollinger, Jennifer@CalOES](mailto:Bollinger,Jennifer@CalOES)
Cc: junei.chen@byd.com
Subject: Re: Updated Draft Agreement - 4/6/2020, 2:30AM PST
Date: Monday, April 6, 2020 2:53:13 AM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[MASTER SUPPLY AGREEMENT Health Products California \(v5 BYD Clean\).docx](#)
[MASTER SUPPLY AGREEMENT Health Products California \(v5 BYD Redline\).docx](#)
[MASTER SUPPLY AGREEMENT Health Products California \(v5 BYD Redline\).pdf](#)

Alex and Jenn:

Please find attached:

- MASTER SUPPLY AGREEMENT Health Products California (v5 BYD Clean).docx
- MASTER SUPPLY AGREEMENT Health Products California (v5 BYD Redline).docx
- MASTER SUPPLY AGREEMENT Health Products California (v5 BYD Redline).pdf

Junei and I did a fair amount of housekeeping on the document, which should be hopefully be generally noncontentious. Outside of that, here are the key open issues.

1. **Termination for Convenience.** Conceptually, BYD will sustain a significant economic detriment if the State were to terminate the Agreement for its convenience. BYD will invest out of its own pocket monies for machinery, facility, manpower, and ramp up costs to ensure the ramp up in production required for CA's large order. This is a large quantity of masks and we will not be able to simply sell these masks on the open market and be made whole quickly if the State decides to terminate the contract for convenience.

For this reason, we want to fairly allocate this risk in the contract by either allowing the company to recover its documented and actual costs minus whatever it can sell the undelivered masks for on the open market or by providing a 21-day notice period between the effective date of the termination notice and the delivery date of the notice of termination.

2. **N95 Contingency.** We marked the N95 Contingency clause as open pending the results of our discussion yesterday regarding (i) temporary NIOSH code and (ii) either the FDA 510k or FDA EUA.
3. **Affiliate Guarantee.** Consistent with our discussion regarding the guarantying Global's obligations, we inserted an Affiliate Guarantee provision whereby BYD Motors will guaranty Global's obligations relating to whatever we agree to for N95 Contingency and any material shortfalls in delivery by BYD of the promised Equipment volume at the end of the applicable term.

Thanks for your time and attention. We're available at your convenience to discuss today. Provided that we can finalize this Agreement today, we look forward to executing this Agreement with your team today.

Best regards,
John



John Zhuang, Esq. / Counsel

BYD America

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(213) 748-3980 [REDACTED]

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From: John Zhuang <john.zhuang@byd.com>

Date: Sunday, April 5, 2020 at 10:19 PM

To: "Pal, Alex@CalOES" <Alex.Pal@CalOES.ca.gov>, "Bollinger, Jennifer@CalOES" <Jennifer.Bollinger@caloes.ca.gov>

Cc: Junei Chen <junei.chen@byd.com>

Subject: Re: Updated Draft Agreement - 4/5/2020, 1215AM

Jane Wang, **Director of Supply Chain**

BYD

Phone: [REDACTED]

E-mail: jane.wang1@byd.com



John Zhuang, Esq. / Counsel

BYD America

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From: John Zhuang <john.zhuang@byd.com>
Date: Sunday, April 5, 2020 at 9:56 PM
To: "Pal, Alex@CalOES" <Alex.Pal@CalOES.ca.gov>, "Bollinger, Jennifer@CalOES" <Jennifer.Bollinger@caloes.ca.gov>
Cc: Junei Chen <junei.chen@byd.com>
Subject: Re: Updated Draft Agreement - 4/5/2020, 1215AM

Hi Jennifer,

Thanks for the call just now, I'm happy to hear that the proposed language from N95 Contingency and Termination for Convenience we discussed on the phone just now sounded more promising than previous drafts. As discussed, here's the written version of the same. Happy to discuss your thoughts.

Also as discussed I will send the following information in my emails subsequent to this email. (1) BYD Motors's registration information. (2) The applicant and applicant representative for the N95's NIOSH application.

Lastly, checking the last box, Oscar will overnight OES surgical mask samples Monday. He's working on getting some N95 samples but don't have any off hand. He's also said to me that he's willing to be the direct point of contact for the samples. Please feel free to refer to him regarding getting the samples. I'm, of course, also happy to help, just let me know.

Best,
John



John Zhuang, Esq. / Counsel

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From: John Zhuang <john.zhuang@byd.com>
Date: Sunday, April 5, 2020 at 4:55 PM
To: "Pal, Alex@CalOES" <Alex.Pal@CalOES.ca.gov>, "Bollinger, Jennifer@CalOES" <Jennifer.Bollinger@caloes.ca.gov>
Cc: Junei Chen <junei.chen@byd.com>

Subject: Re: Updated Draft Agreement - 4/5/2020, 1215AM

Jennifer:

Per our call, please find below my client's response to the questions you posed on an earlier call this afternoon.

Regarding Payment Date of PO. CA's will pay for BYD's deliveries on Saturday, Sunday, and Monday on every Tuesday and deliveries on Tuesdays, Wednesdays, Thursday, and Friday, every Friday.

- **JZ's Comment:** I will seek permission to make an adjustment to the payment schedule per your request (re: problems with same days delivery and wire transfer) as follows. *"Payment of PO. CA's will pay for BYD's deliveries on Friday, Saturday, Sunday, and Monday on every Tuesday and deliveries on Tuesdays, Wednesdays, Thursday, on every Friday."*

Regarding Certification Due Date of N95 Masks. BYD proposes the following language: *"if BYD does not receive FDA certification or FDA Emergency Use Authorization for the N95 mask by End of April, State can cancel the N95 order in the contract and receive 100% refund on prepayment, unless the parties mutually agree in writing to extend that deadline."*

Looking forward to you feedback on item 2.

Best,
John



John Zhuang, Esq. / Counsel

BYD America

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From: John Zhuang <john.zhuang@byd.com>

Date: Sunday, April 5, 2020 at 2:01 PM

To: "Pal, Alex@CalOES" <Alex.Pal@CalOES.ca.gov>, "Bollinger, Jennifer@CalOES" <Jennifer.Bollinger@caloes.ca.gov>

Cc: Junei Chen <junei.chen@byd.com>

Subject: Re: Updated Draft Agreement - 4/5/2020, 1215AM

Hi Alex:

We will send that information shortly.

Switching gears a bit, I'm not sure if my client will agree, but I'd like to pitch the attached Buyer's Termination for Convenience proposal to them. Please let me know your thoughts. If we can agree to a reasonable proposal, I will try our best convince them to agree to the proposal.

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Jennifer: Received and thank you. We will begin our review tomorrow morning. - John

<image001.png> **John Zhuang, Esq.** / Counsel

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Date: Sunday, April 5, 2020 at 12:23 AM

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Cc: "Bollinger, Jennifer@CalOES" <Jennifer.Bollinger@caloes.ca.gov>

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We look forward to hearing from you.

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Governor's Office of Emergency Services (Cal OES)
3650 Schriever Avenue
Mather, CA 95655
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Cell: (916) 621-8747
Emergency: (916) 845-8911
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NON-FINAL, SUBJECT TO FURTHER REVISIONS, BYD EDITS APRIL 6, 2020 AT 2:30AM PT



EQUIPMENT MASTER SUPPLY AGREEMENT

This Equipment Master Supply Purchase Order Agreement (hereinafter "Agreement" or "MSA") is entered into on the ____ day of _____, 2020, by and between Global Healthcare Product Solutions, LLC, a Delaware limited liability company, with the registered address of 919 North Market Street, Suite 950, Wilmington, DE 19801 ("Seller") and _____, a _____, with the registered address of _____ ("Buyer") (collectively "parties").

RECITAL

WHEREAS, in 2020, the State of California (the Buyer), the United States, and multiple key continents around the world are combating the rapid spread of the deadly pandemic known as the Novel Coronavirus or COVID-19 (the "Pandemic");

WHEREAS, despite the current state of the Pandemic around the world as of April 5, 2020, the Seller reasonably believes it is ~~able to perform~~ capable of performing all obligations under this Agreement; ~~and~~

WHEREAS, the Seller makes and sells certain equipment used in the healthcare industry, including surgical masks, N95 masks, KN95 masks, hand sanitizers, infrared thermometers, and other products;

WHEREAS, the Seller's equipment is vital to reducing and mitigating the spread of the Pandemic in affected regions such as the Buyer's region;

WHEREAS, the Buyer desires to procure large quantities of certain subsets of Seller's healthcare industry equipment, including, without limitations, surgical masks and N95 masks, in order to use the products to combat the Pandemic in California;

WHEREAS, in good faith reliance on Buyer's promise to procure the large quantities of the equipment stated herein, Seller will make substantial investments to increase its production capacity to meet Buyer's need and, if cancelled, will cause Seller to incur economic losses;

WHEREAS, the Buyer enters into this Agreement pursuant to Governor Newsom's March 4, 2020, State of Emergency Proclamation for COVID-19, and does so as an emergency protective measure to protect the public health and safety;

AGREEMENT

NOW, THEREFORE in consideration of the foregoing and the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. EQUIPMENT AND PRICING. Seller agrees to sell to Buyer and Buyer agrees to buy from Seller the Seller equipment ("Equipment") as set forth in Exhibit A "PRODUCT SPECIFICATIONS AND PAYMENT TERMS."

2. N95 CONTINGENCY. The purchase of N95 masks under this Agreement is contingent upon Seller obtaining ~~NIOSH certification for those N95 masks. the: (i) temporary NIOSH code and (ii) either the FDA 510k or FDA EUA, for those N95 masks by [April 30, 2020], unless both parties agree in writing to extend this due date. [OPEN]~~

3. PAYMENT METHOD. Buyer shall make payment pursuant to Exhibit A by bank wire transfer to the bank account below:

Receiving Bank: [REDACTED]
Bank Address: [REDACTED]
Beneficiary: Global Healthcare Product Solutions, LLC
Beneficiary Address: 1800 S. Figueroa Street, Los Angeles, CA 90015
Bank Account Number: [REDACTED]
Bank Routing Number (Domestic Wires): [REDACTED]

4. DELIVERY. (a) Schedule & Location. Delivery shall be made in accordance to the schedule is-stated in Exhibit A. ~~All shipments~~ ("Delivery Schedule"). The delivery location for the Equipment shall be [REDACTED] "Delivery Location". The Equipment shall be shipped via air carrier. The delivery term shall be INCOTERM 2020 DDP [REDACTED] the Delivery Location, at which time risk of loss and title shall pass to Buyer ~~in- accordance with IncoTerms 2020. Seller is expected to achieve one hundred percent (100%) on time delivery performance to the delivery dates specified in Exhibit A. On time delivery performance is defined as no more than three (3) business days early and no more than two (2) business days late. If Seller delivers in excess of the quantities scheduled in Exhibit A, Buyer shall retain the right to refuse shipment, or return excess quantities to Seller at Seller's sole expense.~~

(b) Time of Delivery. Seller shall strive to (and use all efforts to) achieve on-time delivery to the Delivery Schedule.

5. ACCEPTANCE. All Equipment ordered by Buyer may be subject to delivery acceptance inspection and testing by the Buyer or its authorized

representatives: at the Delivery Location. Buyer will give written notice of rejection of Equipment delivered within ~~a reasonable time~~ three (3) business days after receipt of Equipment ~~in at the United States~~ Delivery Location. Such notice of rejection will state the respects in which the Equipment does not substantially conform to specifications: stated in [insert reference to spec sheet]. If the Buyer does not provide such notice of rejection within three (3) business days after the Equipment arrives in the United States, such Equipment will be deemed to have been accepted. Acceptance by the Buyer will be final and irreversible, except as it relates to latent defects, fraud, and gross mistakes amounting to fraud. Subject to this Agreement, Buyer's acceptance shall not be construed to waive any warranty rights (if any) that the Buyer ~~might~~ may have at law or ~~by express reservation in the MSA~~ under this Agreement with respect to any nonconformity.

6. INVOICE— & PAYMENT. (a) Invoicing Procedure. Unless otherwise specified, all invoices arising from this agreement will be sent in paper format to ~~the [address] set forth herein~~ and ~~electronic notices~~ in digital format to: [e-mail]. Invoices will be submitted in triplicate and will include the Agreement number.

(b) Timing & Payment of Invoices. During the term of this Agreement, Seller shall ~~send~~ invoice Buyer in accordance to this Section 6, twice a week on every Monday and Thursday, and payment shall be made promptly on the day following such invoicing date. To be clear, invoice payments made on Tuesday of each week shall include Purchase Order deliveries made during each of the previous four days, and invoice payments made on Friday of each week shall include payment for Purchase Order deliveries made during each of the previous three days. Buyer shall pay Seller, in the manner prescribed in Section 3 "Payment Method". At the end of this Agreement's term, if there are any unpaid Purchase Order deliveries, such invoices ~~to Buyer on a weekly basis,~~ shall be paid in full within five (5) business days. [NTD: Updated this section in accordance with our discussion]

(c) Late Payment of Invoices. In the event that Buyer does not pay an invoice on the applicable due date, Buyer, in addition to having the obligation of promptly paying Seller the unpaid invoice as soon as possible, shall pay Seller an interest rate of 8.25% Per Annum for each day the invoice remains unpaid until such invoice is fully paid up. Additionally, both parties understand and agree that Seller's continued performance under this Agreement is contingent upon the timely payment of its invoices when due.

7. TERM and TERMINATION. (a) Term. This Agreement shall commence upon the full execution of this Agreement and shall continue through the end of June 2020: (this first term and the related delivery and payment obligations shall be known herein as "Batch A").

(b) Buyer's Option to Extend Term. Buyer shall have the option to exercise a right to extend this Agreement for additional one-month ~~interval~~terms, at the same price as set forth in Exhibit A, for ~~an additional a maximum of~~ two (2) additional months. Buyer agrees to provide thirty (30) calendar days of advance written notice to Seller of ~~its~~Buyer's intent to exercise ~~its~~this option. (these two optional subsequent terms and the related delivery and payment obligations shall be known herein as "Batch B" and "Batch C", respectively).

(c) Seller's Right to Terminate for Convenience. If there are no pending or unfulfilled Purchase Orders outstanding, Seller may at its sole discretion, and without any further liability or penalty, terminate this Agreement by sending written notice of termination to Buyer. and such notice shall be effective immediately ("Seller's Right to Terminate for Convenience").

(d) Buyer's Right to Terminate for Convenience. The Buyer may terminate this Agreement (in part or in whole) for any reason by delivering a written notice of termination for Buyer's convenience to Seller ~~for any reason. After receipt of a notice~~ twenty-one (21) days in advance of termination the effective date of Buyer's termination for convenience ("Buyer's Termination for Convenience" or "Effective Date of the Buyer's Termination for Convenience").

On the Effective Date of the Buyer's Termination for Convenience, and except as directed by the Buyer, the Seller will immediately proceed with the following obligations, ~~as applicable, regardless of any delay in determining or adjusting any amounts due under this Agreement. The Seller will: i):~~

- (i) Stop work as specified in the ~~notice of termination;~~ (ii) Buyer's Termination for Convenience;
- (ii) Place no further subcontracts for materials, services, or facilities, except as necessary to complete the continued portion of the Agreement; ~~(iii)~~
- (iii) To the extent practicable, terminate all subcontracts to the extent they relate to the work terminated; ~~(iv)~~
- ~~(i)~~ (iv) To the extent practicable, settle all outstanding liabilities and termination settlement proposals arising from termination of subcontracts, ~~the approval or ratification of which will be final for purposes of this clause. Should the Buyer terminate the Agreement, Buyer will pay the price for completed Equipment delivered and accepted. The rights and remedies of the Buyer in this clause are in addition to any other rights and remedies provided by law or under this Agreement;~~

~~FEES AND TAXES. Seller agrees to pay all costs for exporting, transporting, insuring while in transit and importing Equipment DDP [REDACTED] per Incoterms 2020.~~
On the Effective Date of the Buyer's Termination for Convenience, Buyer shall have the following obligations:

- (i) Within three (3) business days of delivery, inform Seller in writing the portion of the Equipment order under this Agreement the Buyer intends to terminate;
- (ii) Buyer will pay the contract price for any completed Equipment that's been delivered and accepted in accordance with this Agreement; and,
- (iii) [Buyer shall pay the Seller's actual and documented costs and liabilities arising from Buyer's Termination for Convenience.] [OPEN: BYD can remove this subpart (iii) and its proposed [insertion] under remedies if the rest of this language is agreeable.]

The rights and remedies of either party under this Section 7 are in addition to any other rights and remedies provided by law or under this Agreement.

8. FEES AND TAXES. Unless otherwise stated herein or in an applicable Purchase Order, Seller shall pay for fees and taxes in accordance with the delivery term described herein. Unless otherwise required by United States law, Buyer is exempt from Federal excise taxes. Buyer will only pay State of California or local sales or use taxes on Equipment supplied under this Agreement.

9. FORCE MAJEURE. Neither Seller or Buyer will be responsible to perform under this Agreement as a result of acts beyond its reasonable control including, without limitation, acts of God, fire, flood, earthquakes or other man made or natural disasters, outbreak of disease, acts of war or terrorism or crime, shortage of power supply, transportation or other utility service, governmental action, labor disputes, or civil unrest (each a "Force Majeure Event"). The affected party shall, as soon as reasonably practicable after the occurrence of any such Force Majeure Event, (a) provide written notice to the other party of the nature and extent of any such Force Majeure Event; and (b) use reasonable efforts to remove any such causes and resume performance under this Agreement as soon as reasonably practicable. If performance is not reasonably practicable within ~~five (5)~~thirty (30) days, ~~the other~~then either party may ~~then~~ terminate this Agreement by written notice to the affected Party ~~pursuant to the "Term and Termination" and "Rights and Remedies" provisions provided herein.~~ [OPEN]

10. LIMITS ON LIABILITY. To the maximum extent permitted by law, the parties agree as follows: (1) Liability. Seller's maximum liability (however caused) arising from this Agreement shall in no event exceed all amounts actually paid by Buyer to Seller ~~for the particular Purchase Order in dispute under this Agreement~~. (2) Consequential Damages. In no event shall Seller be liable for any consequential, special, incidental, indirect, or punitive damages, including without limitation lost profits, whether the claim is based on contract, tort, strict liability, or any other theory of law or equity, even if advised of the possibility of such damages.

11. LIMITS ON WARRANTY. ~~Contractor~~Seller warrants that Equipment furnished hereunder will conform to the ~~requirements~~Equipment specifications stated in [] upon their arrival at the Delivery Location ("Specifications"). Outside of the foregoing Specifications, Seller (a) makes no warranties or representations, either expressed or implied, as to the Equipment (or any of the Equipment's parts or accessories) provided for under this Agreement ~~and (b) makes no warranty of merchantability or fitness of the Equipment provided for under this Agreement for any particular purpose.~~

11. AFFILIATE GUARANTEE. Subject to the requirements in this Agreement, in the event that Seller breaches a Guaranteed Material Obligation (defined below) under this Agreement, and such breach is unexcused and not remedied within a reasonable time, BYD ~~International Development, parent company for Seller, and BYD North America Group~~Motors LLC, a subsidiary of BYD ~~International Development Co., Ltd.~~, will guarantee Seller's performance under this Agreement ~~should any of the~~ (the "Guarantor").

(b) For the purposes of this Section, "Guaranteed Material Obligation" shall exclusively mean the following ~~conditions exist~~: (i) Sellers fails to obtain ~~NIOSH~~[] certification for N95 masks by April 30, 2020; or, (ii) Seller fails to deliver any material quantity of the contracted for N95 masks ~~pursuant to Exhibit A. Guarantee means BYD International Development, parent company for Seller, and BYD North America Group, a subsidiary of BYD International Development~~ by the end of the applicable term. [OPEN]

(c) Solely to the extent that the Seller is unable to fulfill the Guaranteed Material Obligations in accordance to this Section, Guarantor will ~~be jointly and severally liable for repayment to Buyer of all monies paid to Seller~~ step in to the Seller's shoes under this Agreement and, as applicable, fulfill the Guaranteed Material Obligations or take responsibility for Seller's liabilities arising the same, including, as applicable, any Seller liability to refund some or all of the Buyer's prepayment, when the conditions identified in this clause exist, and in the same manner as Seller would be obligated amount under this Agreement.

12. ENTIRE AGREEMENT; WAIVER. This Agreement constitutes the entire agreement of the parties hereto. All prior agreements, whether oral or in writing,

are superseded. No waiver or modification of this Agreement will be effective unless in writing and signed by both parties.

13. WAIVER OF RIGHTS. Any action or inaction by either the Seller or Buyer or failure to enforce any right or provision of the Agreement will not be construed as a waiver by either Seller or Buyer of its rights hereunder and will not prevent either Seller or Buyer from enforcing such provision or right on any future occasion. The rights and remedies are cumulative and are in addition to any other rights or remedies that are available at law or in equity.

14. BINDING ON SUCCESSORS AND PERMITTED ASSIGNS. This Agreement will not be assignable by either the Seller or Buyer in whole or in part without written consent of the parties. This Agreement shall be binding upon and inure to the benefit of any successors and permitted assigns of the parties hereto.

15. NOTICES. All notices and correspondence herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and ~~either~~: 1) deposited in the United State Mail, certified and postage prepaid; or ~~(2)~~ sent via an alternate commercial overnight delivery service (i.e. FedEx or similar) with receiver's signature required; and, (2) with a carbon copy sent via electronic mail, addressed as follows:

Seller: Global Healthcare Product Solutions, LLC
919 North Market Street, Suite 950
Wilmington, DE 19801
Attention: Legal Department
e-mail: contact@ghps.us

with a copy to the Guarantor:

BYD ~~America~~ Motors, LLC
~~c/o Oscar Su~~
~~1800 S Figueroa St.,~~
Los Angeles, CA 90015
Attention: Legal Department
e-mail: notices@byd.com

Buyer: California Governor's Office of Emergency Services
c/o Mitchell Medigovich
3650 Schriever Avenue
~~7~~Mather, CA 95655
e-mail: @

The address to which notices and correspondence shall be mailed to either party may be changed by giving written notice to the other party.

16. GOVERNING LAW; DISPUTE RESOLUTION. This Agreement shall be interpreted and construed solely in accordance with the laws of the State of California without regard to its choice of law principles. ~~Venue of any action brought with regard to this Agreement will be in Los Angeles County, Los Angeles, California. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.~~ Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall exclusively be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The place of arbitration shall be Los Angeles, California. The number of arbitrator(s) shall be one (1). Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator shall be entitled to issue injunctive and other equitable relief. A party may apply to any court with jurisdiction for interim or conservatory relief, including without limitation a proceeding to compel arbitration. The parties agree to arbitrate all disputes arising from this Agreement on an individual basis (and in strict accordance to this paragraph) and each party waives the right to participate in a class action lawsuit against the other party. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

17. HEADINGS. Headings at the beginning of each section are solely for the convenience of the parties and shall not be considered when interpreting this Agreement.

18. SEVERABILITY. If any of the provisions of this Agreement are prohibited by or held invalid under applicable laws or regulations of any jurisdiction in which this Agreement is sought to be enforced, then that provision shall be considered inapplicable and omitted but shall not invalidate the remaining provisions.

19. SURVIVAL. All provisions regarding [insert provision descriptions] will survive the termination of this Agreement. [OPEN, NTD: draft at the end to avoid reference errors.]

20. INDEPENDENT CONTRACTOR: Seller and the agents and employees of Seller, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the Buyer.

21. COMPLIANCE WITH STATUTES AND REGULATIONS: Seller warrants and certifies that in the performance of this Agreement, it will comply in all material respects, with all applicable statutes, rules, regulations and orders of the United

States and the State of California and agrees to indemnify the Buyer against any third-party claims, loss, cost, damage or liability (together "Claims") occurring due to Seller's violation of this ~~provision~~[Section 21 "Compliance with Statutes and Regulations"](#).

22. SELLER'S POWER AND AUTHORITY: The Seller warrants that it has full power and authority to enter into the Agreement and will hold the Buyer harmless from and against any third-party claims loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this ~~provision~~[Section 22 "Seller's Power and Authority"](#) or infringement of any patent, copyright, and/or trade secret.

23. SUBSTITUTIONS: Substitution of Equipment may not be tendered without advance written consent of the Buyer. Seller shall not use any specification in lieu of those contained in the Agreement without written consent of the Buyer.

24. NEWLY MANUFACTURED EQUIPMENT: All Equipment furnished under this Agreement will be newly manufactured Equipment; used or reconditioned Equipment is prohibited.

25. COVENANT AGAINST GRATUITIES: The Seller warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of the Buyer with a view toward securing the Agreement or securing favorable treatment with respect to any determinations concerning the performance of the Agreement. For breach or violation of this provision, the Buyer shall have the right to terminate the Agreement, either in whole or in part.

26. SWEATFREE CODE OF CONDUCT: (a) [Sweatfree Code of Conduct](#). Seller declares under penalty of perjury that no apparel, garments or corresponding accessories, Equipment, materials, or supplies furnished to the Buyer pursuant to the Agreement have been produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Seller further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108. (b) [Records](#). Seller agrees to cooperate fully in providing reasonable access to its records, documents, agents or employees, or premises if reasonably required by authorized officials of the Buyer, the Department of Industrial Relations, or the Department of Justice to determine Seller's compliance with the requirements under ~~paragraph-~~[\(e\)-Section 26\(a\) "Sweatfree Code of Conduct"](#).

27. Manufacturing Audits. The Buyer reserves the right to utilize a third party representative to audit Seller's manufacturing facility and/or conduct source inspection of Equipment at the end of the production line.

28. Reporting. Seller will keep complete, timely and accurate records, including, but not limited to incoming material quality, in-process yield, outgoing quality, regulatory compliance, production schedules, material shortages and shipment performance. Seller will provide the Buyer with on-line access to such records and will provide written reports to the Seller as requested. [\[OPEN\]](#)

29. RIGHTS AND REMEDIES.

(a) Should Seller fail to obtain, ~~by April 30, 2020, NIOSH-~~ the certification ~~for the required in this~~ Section 2 "N95 masks as described in Exhibit A, Contingency", Seller shall, no later than May 48, 2020, refund to Buyer ~~all monies paid to Seller, including the Buyer's~~ prepayment, to Seller for the N95 masks.

(b) In the event Buyer rejects Equipment, pursuant to Section 5 "Acceptance", in whole or in part, due to nonconformity, Buyer may choose, at its sole discretion, one of the following: (i) Seller will, without expense to Buyer, immediately replace all such rejected Equipment with other Equipment conforming to the Agreement, at Seller's sole expense; or (ii) Seller will, within ~~three (3)~~ five (5) business days of Buyer's rejection of Equipment, refund all applicable portions of the monies paid to Seller for such nonconforming Equipment, including pro-rated prepayment, for that rejected Equipment. [\[OPEN\]](#)

(c) Subject to Section 7(d) "Term & Termination", in the event Buyer ~~terminates this Agreement~~ exercises Buyer's Termination for ~~any reason~~ Convenience, following the effective date of such termination, Seller shall, within three (3) business days, remit, through wire transfer to Buyer, a refund of all monies Buyer paid to Seller, including any prepayment or advancement of funds, under this Agreement. [, less payment for delivered goods, and less Buyer's actual and documented costs]. [\[OPEN\]](#)

(d) ~~If Seller~~ Subject to Section 9 "Force Majeure", if Either Party terminates this Agreement as a result of a Force Majeure, ~~as provided in Paragraph 9 Event~~, Seller shall, within three (3) business days, remit, through wire transfer to Buyer, a refund of all monies Buyer paid to Seller, including any prepayment or advancement of funds, ~~under this Agreement.~~ under this Agreement [, less payment for goods already delivered, and less Buyer's actual and documented costs.]

[OPEN] [NTD: This issue is conceptually related to subpart (c) because it relates to risk allocation in the event of termination]

30. NONDISCRIMINATION

a) During the performance of this Agreement, Seller and its subcontractors shall not unlawfully discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, and denial of family care leave. Seller and Seller's subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Seller and its subcontractors shall comply with the provision of the Fair Employment and Housing Act (Government Code, section 12990 et seq.) and the applicable regulations promulgated thereunder (Cal. Code of Regulations, Title 2, section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in Chapter 5, Division 4, of Title 2 of the California Code of Regulations are incorporated into the Agreement by reference and made a part hereof, as if set forth in full. Seller and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

b) The Seller shall include nondiscrimination and compliance provisions of this ~~clause~~ Section 30 "Nondiscrimination" in all subcontracts to perform work under the Agreement.

31. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this ~~contract~~ Agreement, the ~~contractor~~ Seller agrees as follows:

- a. The ~~contractor~~ Seller will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The ~~contractor~~ Seller will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of

pay or other forms of compensation; and selection for training, including apprenticeship.

- b. The ~~contractor~~Seller agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- c. The ~~contractor~~Seller will, in all solicitations or advertisements for employees placed by or on behalf of the ~~contractor~~Seller, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- d. The ~~contractor~~Seller will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the ~~contractor's~~Seller's legal duty to furnish information.
- e. The ~~contractor~~Seller will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the ~~contractor's~~Seller's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- f. The ~~contractor~~Seller will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- g. The ~~contractor~~Seller will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts

by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- h. In the event of the ~~contractor's~~Seller's noncompliance with the nondiscrimination clauses of this ~~contract~~Agreement or with any of the said rules, regulations, or orders, this ~~contract~~Agreement may be canceled, terminated, or suspended in whole or in part and the ~~contractor~~Seller may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- i. The ~~contractor~~Seller will include the portion of the sentence immediately preceding ~~paragraph (1)~~this Section 31 (a) and the provisions of ~~paragraphs (1)~~Section 31 (a) through ~~(8)~~Section 31 (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The ~~contractor~~Seller will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event ~~a contractor~~the Seller becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the ~~contractor~~Seller may request the United States to enter into such litigation to protect the interests of the United States.

The ~~applicant~~Seller further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the ~~applicant~~Seller so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The ~~applicant~~Seller agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of ~~contractors~~Sellers and ~~subcontractors~~subcontractor with

the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The ~~applicant~~Seller further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon.

This provision solely applies to Seller or Seller subcontractors or Seller Vendors under the jurisdiction of the laws and regulations of the State of California or the United States Government.

32. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Compliance with the Contract Work Hours and Safety Standards Act.

- a. **Overtime requirements.** No ~~contractor~~Seller or subcontractor contracting for any part of ~~the contract work~~this Agreement which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in ~~paragraph (b)(1) of this section the contractor~~Section 32(a), the Seller and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in ~~paragraph (b)(1) of this section,~~Section 32(a), in

the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in ~~paragraph (b)(1) of this section.~~ Section 32(a).

- c. ***Withholding for unpaid wages and liquidated damages.*** The Federal Emergency Management Agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the ~~contractor~~Seller or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such ~~contractor~~Seller or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in ~~paragraph~~ Section 32(b)(2) of this section.
- d. ***Subcontracts.*** The ~~contractor~~Seller or subcontractor shall insert in any subcontracts the clauses set forth in ~~paragraph (b)(1)~~ Section 32(a) through ~~(4) of this section~~ Section 32(d) and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in ~~paragraphs (b)(1)~~ Section 32(a) through ~~(4) of this section.~~ Section 32(d).

33. CLEAN AIR ACT

- a. The ~~contractor~~Seller agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. Section 7401 et seq.
- b. The ~~contractor~~Seller agrees to report each violation to the California Air Resources Board and understands and agrees that the California Air Resources Board will, in turn, report each violation as required to assure notification to the Department of Resources Recycling and Recovery, the California Governor's Office of Emergency Services, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

- c. The ~~contractor~~Seller agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

34. THE FEDERAL WATER POLLUTION CONTROL ACT

- a. The ~~contractor~~Seller agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. Sections 1251 et seq.
- b. The ~~contractor~~Seller agrees to report each violation to the State Water Resources Control Board and understands and agrees that the State Water Resources Control Board will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
- c. The ~~contractor~~Seller agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

35. DEBARMENT AND SUSPENSION CLAUSE

- A. This ~~contract~~Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the ~~contractor~~Seller is required to verify that none of the ~~contractor~~Seller, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- B. The ~~contractor~~Seller must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- C. This certification is a material representation of fact relied upon by the State of California. If it is later determined that the ~~contractor~~Seller did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of California, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- D. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer.

The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

36. BYRD ANTI-LOBBYING CLAUSE

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). ~~Contractors~~Sellers who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 44 C.F.R. PART 18- CERTIFICATION REGARDING LOBBYING

The undersigned [~~Contractor~~Seller] certifies, to the best of his or her knowledge, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and

cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The ~~Contractor~~Seller certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the ~~Contractor~~Seller understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of ~~Contractor's~~Seller's Authorized Official

Name and Title of ~~Contractor's~~Seller's Authorized Official

Date: _____

37. PROCUREMENT OF RECOVERED MATERIALS

- A. In the performance of this ~~contract~~Agreement the ~~Contractor~~Seller shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired-
- i. Competitively within a timeframe providing for compliance with the ~~contract~~Agreement performance schedule;
 - ii. Meeting ~~contract~~Agreement performance requirements; or
 - iii. At a reasonable price.
- B. Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

- C. The ~~Contractor~~Seller also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

38. ACCESS TO RECORDS

The following access to records requirements apply to this ~~contract~~Agreement:

- A. The ~~Contractor~~Seller agrees to provide the State of California, the FEMA Administrator, the Controller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the ~~Contractor~~Seller which are directly pertinent to this ~~contract~~Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- B. The ~~Contractor~~Seller agrees to permit any of the foregoing parties to reproduce by any means whatsoever of to copy excerpts and transcriptions as reasonably needed.
- C. The ~~contractor~~Seller agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the ~~contract~~Agreement.
- D. In compliance with the Disaster Recovery Act of 2018, the State of California and the ~~Contractor~~Seller acknowledge and agree that no language in this ~~contract~~Agreement is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

39. DHS SEAL, LOGO, AND FLAGS

The ~~contractor~~Seller shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

40. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the ~~contract~~Agreement only. The ~~contractor~~Seller will comply with all federal law, regulations, executive orders, FEMA policies, procedures, and directives.

41. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this ~~contract~~Agreement and is not subject to any obligations or liabilities to the non-Federal entity, ~~contractor~~Seller, or any other party pertaining to any matter resulting from the ~~contract~~Agreement.

42. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The ~~contractor~~Seller acknowledges the 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the ~~contractor's~~Seller's action pertaining to this ~~contract~~Agreement.

43. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

Seller swears under penalty of perjury that no more than one final, unappealable finding of contempt of court by a Federal court has been issued against the Seller within the immediately preceding two-year period because of the Seller's failure to comply with an order of the National Labor Relations Board. This provision is required by, and shall be construed in accordance with, Public Contract Code section 10296.

44. APPLICABILITY

For the avoidance of doubt [Sections x (), Section Y (), and Section Z ()] solely applies to Seller or Seller subcontractors or Seller Vendors under the jurisdiction of the laws and regulations of, as applicable, the State of California or the Federal Government of the United States of America.

(Signature Page Follows)

BY SIGNING BELOW, BOTH PARTIES HERETO ACCEPTS THE TERMS AND
CONDITIONS OF THIS AGREEMENT.

BUYER:

By: _____
(Signature)

Name:

Title:

Date:

Address:

E-mail:

Phone:

SELLER:

By: _____
(Signature)

Name:

Title:

Date:

Address:

E-mail:

Phone:

Guarantor:

By: _____
(Signature)

Name:—

Title:—

Date: _____

Address: _____

E-mail: _____

Phone: _____

By signing below, the Guarantor hereunder agrees to bound solely to the terms and conditions in this Section 11 "Affiliate Guaranty" and no other provision.

GUARANTOR:

By: _____
(Signature)

Name:

Title:

Date:

Address:

E-mail:

Phone:

EXHIBIT A
PRODUCT SPECIFICATIONS AND PAYMENT TERMS

EXHIBIT B
DELIVERY SCHEDULE

From: john.zhuang@byd.com
To: Bollinger, Jennifer@CalOES
Subject: Re: contingency language
Date: Monday, April 6, 2020 2:52:58 PM
Attachments: [image001.png](#)

Hi Jennifer:

Thanks for the update.

In order to avoid the gap in expectations, we propose the following:

WHEREAS, with respect to the N95 masks, Buyer requires Seller's N95 mask equipment to fulfill the requirement in Section 2 "N95 Contingency ", and Buyer understands that Seller's ability to achieve the requirements in said section will be contingent upon strong support from the State of California, and the State of California further agrees to provide such strong support;

In the body of this agreement, insert:

Recitals Incorporated. The Recitals set forth at the beginning of this Agreement are deemed incorporated herein, and the parties hereto represent the representations and warranties presented therein are true, accurate, correct, and binding.

Let me know if this works. Happy to discuss.

Best,
John



John Zhuang, Esq. / Counsel

BYD America
1800 S Figueroa St, Los Angeles, CA
(213) 748-3980 [REDACTED]

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From: "Bollinger, Jennifer@CalOES" <Jennifer.Bollinger@caloes.ca.gov>

Date: Monday, April 6, 2020 at 2:08 PM

To: John Zhuang <john.zhuang@byd.com>

Subject: contingency language

John – What about this language?

WHEREAS, Buyer will support BYD through Seller in efforts to obtain the National Institute for Occupation Safety and Health ("NIOSH") certification for the N95 masks purchased under this Agreement; and

N95 CONTINGENCY. The purchase of N95 masks under this Agreement is contingent upon Seller obtaining the National Institute for Occupation Safety and Health ("NIOSH") certification by April 30, 2020 for the N95 masks purchased under this Agreement, unless both parties agree in writing to extend this due date.

Jennifer L. Bollinger (formerly Plescia)

Note New Email: Jennifer.Bollinger@caloes.ca.gov

Assistant Chief Counsel

Governor's Office of Emergency Services (Cal OES)

3650 Schriever Avenue

Mather, CA 95655

Office: (916) 845-8815

Cell: (916) 621-8523

Fax: (916) 845-8511

www.caloes.ca.gov

From: john.zhuang@byd.com
To: [Bollinger, Jennifer@CalOES](mailto:Bollinger.Jennifer@CalOES)
Cc: [Pal, Alex@CalOES](mailto:Pal.Alex@CalOES); [Kim, Daniel@DGS](mailto:Kim.Daniel@DGS)
Subject: Re: draft: Final PO
Date: Tuesday, April 7, 2020 8:31:18 AM
Attachments: [image001.png](#)

I'm not an expert on these forms, but on the face of it, the document looks fine to me.



John Zhuang, Esq. / Counsel

BYD America
1800 S Figueroa St, Los Angeles, CA
(213) 748-3980 [REDACTED]

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From: "Bollinger, Jennifer@CalOES" <Jennifer.Bollinger@caloes.ca.gov>
Date: Tuesday, April 7, 2020 at 7:36 AM
To: John Zhuang <john.zhuang@byd.com>
Cc: "Pal, Alex@CalOES" <Alex.Pal@CalOES.ca.gov>, "Kim, Daniel@DGS" <daniel.kim@dgs.ca.gov>
Subject: draft: Final PO

John – Attached is the draft final PO. We are concurrently review for accuracy.

Jennifer L. Bollinger (formerly Plescia)
Note New Email: Jennifer.Bollinger@caloes.ca.gov
Assistant Chief Counsel
Governor's Office of Emergency Services (Cal OES)
3650 Schriever Avenue
Mather, CA 95655
Office: (916) 845-8815
Cell: (916) 621-8523
Fax: (916) 845-8511
www.caloes.ca.gov

From: boris.wang@byd.com
To: [Domingo, Gemma@CalOES](mailto:Domingo_Gemma@CalOES)
Subject: Read: BYDinvoices
Date: Wednesday, April 8, 2020 11:40:47 AM

Your message

To: boris.wang@byd.com
Subject: BYDinvoices
Sent: Wednesday, April 8, 2020 11:30:37 AM (UTC-08:00) Pacific Time (US & Canada)
was read on Wednesday, April 8, 2020 11:40:37 AM (UTC-08:00) Pacific Time (US & Canada).

From: john.zhuang@byd.com
To: [Bollinger, Jennifer@CalOES](mailto:Bollinger,Jennifer@CalOES); [Pal, Alex@CalOES](mailto:Pal,Alex@CalOES)
Cc: junei.chen@byd.com
Subject: Updated MSA with Ex. A and B -- April 7, 2020, 9:50 AM PT
Date: Tuesday, April 7, 2020 9:55:13 AM
Attachments: [image001.png](#)
[MASTER SUPPLY AGREEMENT Health Products California \(v11 BYD Clean\).docx](#)
[MASTER SUPPLY AGREEMENT Health Products California \(v11 BYD Redline\).docx](#)
[MASTER SUPPLY AGREEMENT Health Products California \(v11 BYD Redline\).pdf](#)

Jenn and Alex:

Please see attachments:

- MASTER SUPPLY AGREEMENT Health Products California (v11 BYD Clean).docx
- MASTER SUPPLY AGREEMENT Health Products California (v11 BYD Redline).docx
- MASTER SUPPLY AGREEMENT Health Products California (v11 BYD Redline).pdf

Please note that changes to Exhibit B does not show up in redline form. We made the follow changes per our principals call just now:

- Delivery location column is changed from '██████' to '████████████████████'
- In the footnote, the following text is inserted "Due to the urgent nature of these deliveries, this schedule is subject to fine tuning and adjustment to ensure achievement of end goal."

Best,
John



John Zhuang, Esq. / Counsel

BYD America
1800 S Figueroa St, Los Angeles, CA
(213) 748-3980 ██████████

This e-mail contains information from BYD. The contents may be privileged and confidential and are intended for the use of the intended addressee(s) only. If you are not an intended addressee, note that any disclosure, copying, distribution, or use of the contents of this message is prohibited. If you have received this e-mail in error, please contact me at john.zhuang@byd.com.



EQUIPMENT MASTER SUPPLY PURCHASE ORDER AGREEMENT

This Equipment Master Supply Purchase Order Agreement (hereinafter "Agreement" or "MSA") is entered into on the 7th day of April, 2020, by and between Global Healthcare Product Solutions, LLC, a Delaware limited liability company, with the registered address of 919 North Market Street, Suite 950, Wilmington, DE 19801 ("Seller") and the California Governor's Office of Emergency Services with the registered address of 3650 Schriever Avenue, Mather, CA 95655 ("Buyer") (collectively "parties").

RECITAL

WHEREAS, in 2020, the State of California (the Buyer), the United States, and multiple key continents around the world are combating the rapid spread of the deadly pandemic known as the Novel Coronavirus or COVID-19 (the "Pandemic");

WHEREAS, despite the current state of the Pandemic around the world as of April 5, 2020, the parties agree they are capable of performing all obligations under this Agreement;

WHEREAS, the Seller makes and sells certain equipment used in the healthcare industry, including surgical masks, N95 masks, KN95 masks, hand sanitizers, infrared thermometers, and other products;

WHEREAS, the Seller's equipment is vital to reducing and mitigating the spread of the Pandemic in affected regions such as the Buyer's region;

WHEREAS, the Buyer desires to procure large quantities of certain subsets of Seller's healthcare industry equipment, including, without limitations, surgical masks and N95 masks, in order to use the products to combat the Pandemic in California;

WHEREAS, Buyer will support Seller's efforts to obtain the National Institute for Occupation Safety and Health ("NIOSH") certification for the N95 masks purchased under this Agreement;

WHEREAS, the Buyer enters into this Agreement pursuant to Governor Newsom's March 4, 2020, State of Emergency Proclamation for COVID-19, and does so as an emergency protective measure to protect the public health and safety;

AGREEMENT

NOW, THEREFORE in consideration of the foregoing and the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **EQUIPMENT AND PRICING.** Seller agrees to sell to Buyer and Buyer agrees to buy from Seller the Seller equipment ("Equipment") as set forth in Exhibit A, at the pricing as set forth in Exhibit B.
2. **N95 CONTINGENCY.** The purchase of N95 masks under this Agreement is contingent upon Seller obtaining the National Institute for Occupation Safety and Health ("NIOSH") certification by April 30, 2020 for the N95 masks purchased under this Agreement, unless both parties agree in writing to extend this due date.
3. **PAYMENT METHOD.** (a) When Buyer is making payment to Seller, Buyer will make payment by bank wire transfer to the bank account below:

Receiving Bank: [REDACTED]
Bank Address: [REDACTED]
Beneficiary: Global Healthcare Product Solutions, LLC
Beneficiary Address: 1800 S. Figueroa Street, Los Angeles, CA 90015
Bank Account Number: [REDACTED]
Bank Routing Number (Domestic Wires): [REDACTED]

(b) In the event that Seller is required under this Agreement to transfer money to Buyer, Seller will make payment by bank wire transfer. Buyer will provide details for such transfer as needed.

4. **DELIVERY.** (a) Schedule & Location. Delivery will be made in accordance to the schedule stated in Exhibit B ("Delivery Schedule"). The delivery location for the Equipment will be [REDACTED] ("Delivery Location"). The Equipment will be shipped via air carrier by Seller. The delivery term will be INCOTERM 2020 DDP to the Delivery Location, at which time risk of loss and title will pass to Buyer.

(b) Time of Delivery. Seller will use its best business efforts to achieve on-time delivery consistent with the Delivery Schedule.

5. **ACCEPTANCE.** All Equipment ordered by Buyer may be subject to delivery acceptance inspection and testing by the Buyer or its authorized representatives at the Delivery Location. Buyer will give written notice of rejection of Equipment delivered within three (3) business days after receipt of

Equipment at the Delivery Location. Such notice of rejection will state the respects in which the Equipment does not substantially conform to specifications stated in Exhibit A. If the Buyer does not provide such notice of rejection within three (3) business days after the Equipment arrives in the United States, such Equipment will be deemed to have been accepted. Acceptance by the Buyer will be final and irreversible, except as it relates to latent defects, fraud, and gross mistakes amounting to fraud. Subject to this Agreement, Buyer's acceptance will not be construed to waive any warranty rights (if any) that the Buyer may have at law or under this Agreement with respect to any nonconformity.

6. INVOICE & PAYMENT. (a) Invoicing Procedure. Unless otherwise specified, all invoices arising from this agreement will be sent in paper format to:

The Governor's Office of Emergency Services
Attn: Accounting Unit
3650 Schriever Avenue
Mather, CA 95655

and in digital format to:

BYDinvoice@caloes.ca.gov.

Paper invoices will be submitted in triplicate and will include the Agreement number.

(b) Timing & Payment of Invoices.

(1) Manner of Remitting the Prepayment. Buyer will make a prepayment to Seller within three (3) business days from the date Buyer executes this Agreement.

(2) Manner of Remitting Purchase Order Payments. During the term of this Agreement, Seller will invoice Buyer in accordance to this Section 6, twice a week on every Monday and Thursday, and payment will be made on the business day following such invoicing date. Invoice payments made on Tuesday of each week will be payment for Purchase Order deliveries made during each of the previous four calendar days, and invoice payments made on Friday of each week will be payment for Purchase Order deliveries made during each of the previous three calendar days. Buyer will pay Seller, in the manner prescribed in Section 3 "Payment Method". At the end of this Agreement's term, if there are any unpaid Purchase Order deliveries, such invoices will be paid in full within five (5) business days.

(c) Timely Payments. Both parties understand and agree that Seller's continued performance under this Agreement is contingent upon the timely payment of its invoices when due.

7. TERM & TERMINATION. (a) Term. This Agreement will commence upon the full execution of this Agreement and will continue through the end of June 2020 (this first term and the related delivery and payment obligations will be known herein as "Batch A").

(b) Buyer's Option to Extend Term. Buyer will have the option to exercise a right to extend this Agreement for additional one-month terms, at the same unit price as set forth in Exhibit A, for a maximum of two (2) additional months. Buyer agrees to provide thirty (30) calendar days of advance written notice to Seller of Buyer's intent to exercise this option (these two optional subsequent terms and the related delivery and payment obligations will be known herein as "Batch B" and "Batch C", respectively).

(c) Seller's Right to Terminate for Convenience. If there are no pending or unfulfilled Purchase Orders outstanding, or Buyer has not exercised the right to extend this Agreement, Seller may at its sole discretion, and without any further liability or penalty, terminate this Agreement by sending written notice of termination to Buyer and such notice will be effective immediately ("Seller's Right to Terminate for Convenience").

(d) Buyer's Right to Terminate for Convenience. The Buyer may terminate this Agreement (in part or in whole) for any reason by delivering a written notice of termination for Buyer's convenience to Seller seven (7) calendar days in advance of the effective date of Buyer's termination for convenience ("Buyer's Termination for Convenience" or "Effective Date of the Buyer's Termination for Convenience").

On the Effective Date of the Buyer's Termination for Convenience, and except as directed by the Buyer, the Seller will immediately proceed with the following obligations:

- (i) Stop work as specified in the Buyer's Termination for Convenience;
- (ii) Place no further subcontracts for materials, services, or facilities, except as necessary to complete the continued portion of the Agreement;
- (iii) Use its best business efforts to terminate all subcontracts to the extent they relate to the work terminated;

- (iv) Use its best business efforts to settle all outstanding liabilities and termination settlement proposals arising from termination of subcontracts; and,
- (v) Remit and refund to Buyer the entire prepayment less payment for accepted Equipment.

On the Effective Date of the Buyer's Termination for Convenience, Buyer will have the following obligations:

- (i) Within three (3) business days of delivery, inform Seller in writing the portion of the Equipment order under this Agreement the Buyer intends to terminate; and,
- (ii) Buyer will pay the contract price for any completed Equipment that's been delivered and accepted in accordance with this Agreement.

For the avoidance of doubt, in the event that Buyer exercises Buyer's Termination for Convenience, Buyer will continue to procure and pay for the contracted Equipment in accordance with this Agreement until the Effective Date of the Buyer's Termination for Convenience.

The rights and remedies of either party under this Section 7 are in addition to any other rights and remedies provided by law or under this Agreement.

8. FEES AND TAXES. Unless otherwise stated herein or in an applicable Purchase Order, Seller will pay for fees and taxes in accordance with the delivery term described herein. Unless otherwise required by United States law, Buyer is exempt from Federal excise taxes. Buyer will only pay State of California or local sales or use taxes on Equipment supplied under this Agreement, as applicable.

9. FORCE MAJEURE. Neither Seller or Buyer will be responsible to perform under this Agreement as a result of acts beyond its reasonable control including, without limitation, acts of God, fire, flood, earthquakes or other man made or natural disasters, outbreak of disease, acts of war or terrorism or crime, shortage of power supply, transportation or other utility service, governmental action, labor disputes, or civil unrest (each a "Force Majeure Event"). The affected party will, as soon as reasonably practicable after the occurrence of any such Force Majeure Event, (a) provide written notice to the other party of the nature and extent of any such Force Majeure Event; and (b) use reasonable efforts to remove any such causes and resume performance under this Agreement as soon as reasonably practicable. If performance is not reasonably practicable

within seven (7) calendar days, then the other party may then terminate this Agreement by written notice to the affected party.

10. LIMITS ON LIABILITY. To the maximum extent permitted by law, the parties agree as follows: (1) Liability. Seller's maximum liability (however caused) arising from this Agreement will in no event exceed all amounts actually paid by Buyer to Seller for the particular Purchase Order in dispute under this Agreement. (2) Consequential Damages. In no event will Seller be liable for any consequential, special, incidental, indirect, or punitive damages, including without limitation lost profits, whether the claim is based on contract, tort, strict liability, or any other theory of law or equity, even if advised of the possibility of such damages.

11. LIMITS ON WARRANTY. Seller warrants that Equipment furnished hereunder will conform to the Equipment specifications stated in Exhibit A upon their arrival at the Delivery Location ("Specifications"). Outside of the foregoing Specifications, Seller (a) makes no warranties or representations, either expressed or implied, as to the Equipment (or any of the Equipment's parts or accessories) provided for under this Agreement and (b) makes no warranty of merchantability or fitness of the Equipment provided for under this Agreement for any particular purpose.

12. AFFILIATE GUARANTEE. Subject to the requirements in this Agreement, in the event that Seller breaches a Guaranteed Material Obligation (defined below) under this Agreement, and such breach is unexcused and not remedied within seven (7) calendar days, BYD Motors LLC, a subsidiary of BYD Co., Ltd., will guarantee Seller's performance under this Agreement (the "Guarantor").

(a) For the purposes of this Section, "Guaranteed Material Obligation" will exclusively mean the following: (i) Sellers fails to obtain NIOSH certification for N95 masks by April 30, 2020; or, (ii) (ii) Seller materially fails to deliver the N95 masks as specified in Exhibit B. ~~Seller materially fails to deliver the contracted for N95 masks by the end of the applicable term.~~

(b) Solely to the extent that the Seller is unable to fulfill the Guaranteed Material Obligations in accordance to this Section, Guarantor will step in to assume the obligations of Seller under this Agreement and, as applicable, fulfill the Guaranteed Material Obligations or take responsibility for Seller's liabilities arising the same, including, as applicable, any Seller liability to refund some or all of the Buyer's prepayment amount under this Agreement.

13. ENTIRE AGREEMENT; WAIVER. This Agreement constitutes the entire agreement of the parties hereto. All prior agreements, whether oral or in writing, are superseded. No waiver or modification of this Agreement will be effective unless in writing and signed by both parties.

14. WAIVER OF RIGHTS. Any action or inaction by either the Seller or Buyer or failure to enforce any right or provision of the Agreement will not be construed as a waiver by either Seller or Buyer of its rights hereunder and will not prevent either Seller or Buyer from enforcing such provision or right on any future occasion. The rights and remedies are cumulative and are in addition to any other rights or remedies that are available at law or in equity.

15. BINDING ON SUCCESSORS AND PERMITTED ASSIGNS. This Agreement will not be assignable by either the Seller or Buyer in whole or in part without written consent of the parties. This Agreement will be binding upon and inure to the benefit of any successors and permitted assigns of the parties hereto.

16. NOTICES. All notices and correspondence herein provided to be given, or which may be given by either party to the other, will be deemed to have been fully given when made in writing and: 1) deposited in the United States Mail, certified and postage prepaid or sent via an alternate commercial overnight delivery service (i.e. FedEx or similar) with receiver's signature required; and, (2) with a carbon copy sent via electronic mail, addressed as follows:

Seller: Global Healthcare Product Solutions, LLC
919 North Market Street, Suite 950
Wilmington, DE 19801
Attention: Legal Department
e-mail: contact@ghps.us

with a copy to the Guarantor:

BYD Motors, LLC
1800 S Figueroa St.
Los Angeles, CA 90015
Attention: Legal Department
e-mail: notices@byd.com

Buyer: California Governor's Office of Emergency Services
Attention: Legal Department
3650 Schriever Avenue
Mather, CA 95655
e-mail: BYDinvoice@caloes.ca.gov

The address to which notices and correspondence will be mailed to either party may be changed by giving written notice to the other party.

17. GOVERNING LAW; DISPUTE RESOLUTION. This Agreement will be interpreted and construed solely in accordance with the laws of the State of

California without regard to its choice of law principles. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, will exclusively be settled by arbitration administered by the American Arbitration Association (or by mutual agreement JAMS) in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The place of arbitration will be Sacramento, California. The number of arbitrator(s) will be one (1). Seller will pay for the dispute resolution organization's standard and customary initiation fee required to initiate the arbitration with that organization, not to exceed \$6000, even in the circumstance where the Buyer is initiating arbitration. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator will be entitled to issue injunctive and other equitable relief. A party may apply to any court with jurisdiction for interim or conservatory relief, including without limitation a proceeding to compel arbitration. The parties agree to arbitrate all disputes arising from this Agreement on an individual basis (and in strict accordance to this paragraph) and each party waives the right to participate in a class action lawsuit against the other party. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

18. HEADINGS. Headings at the beginning of each section are solely for the convenience of the parties and will not be considered when interpreting this Agreement.

19. SEVERABILITY. If any of the provisions of this Agreement are prohibited by or held invalid under applicable laws or regulations of any jurisdiction in which this Agreement is sought to be enforced, then that provision will be considered inapplicable and omitted but will not invalidate the remaining provisions.

20. SURVIVAL. All provisions regarding Section 10 (Limits on Liability), Section 11 (Limits on Warranty), Section 13 (Entire Agreement; Waiver), Section 14 (Waiver of Rights), Section 15 (Binding on Successors and Permitted Assigns), Section 16 (Notice), Section 17 (Governing Law; Dispute Resolution), Section 19 (Severability), [Section 32 \(Rights and Remedies\)](#), [Section 41 \(Access to Records\)](#), [Section 43 \(Compliance with Federal Law, Regulations, and Executive Orders\)](#) and, this Section 20 (Survival) will survive any termination of this Agreement.

21. COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

22. INDEPENDENT CONTRACTOR: Seller and the agents and employees of Seller, in the performance of this Agreement, will act in an independent capacity and not as officers or employees or agents of the Buyer.

23. COMPLIANCE WITH STATUTES AND REGULATIONS: Seller warrants and certifies that in the performance of this Agreement, it will comply in all material respects, with all applicable statutes, rules, regulations and orders of the United States and the State of California and agrees to indemnify the Buyer against any third-party claims, loss, cost, damage or liability (together "Claims") occurring due to Seller's violation of this Section 23 "Compliance with Statutes and Regulations".

24. SELLER'S POWER AND AUTHORITY: The Seller warrants that it has full power and authority to enter into the Agreement and will hold the Buyer harmless from and against any third-party claims loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this Section 24 "Seller's Power and Authority" or infringement of any patent, copyright, and/or trade secret.

25. AFFILIATE GUARANTOR'S POWER AND AUTHORITY: The Guarantor warrants that it has full power and authority to guarantee this Agreement.

26. SUBSTITUTIONS: Substitution of Equipment may not be tendered without advance written consent of the Buyer. Seller will not use any specification in lieu of those contained in the Agreement without written consent of the Buyer.

27. NEWLY MANUFACTURED EQUIPMENT: All Equipment furnished under this Agreement will be newly manufactured Equipment; used or reconditioned Equipment is prohibited.

28. COVENANT AGAINST GRATUITIES: The Seller warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of the Buyer with a view toward securing the Agreement or securing favorable treatment with respect to any determinations concerning the performance of the Agreement. For breach or violation of this Section 28 "Covenant Against Gratuities", the Buyer will have the right to terminate the Agreement, either in whole or in part.

29. SWEATFREE CODE OF CONDUCT: (a) Sweatfree Code of Conduct. Seller declares under penalty of perjury that no apparel, garments or corresponding accessories, Equipment, materials, or supplies furnished to the Buyer pursuant to the Agreement have been produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the

benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Seller further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108. (b) Records. Seller agrees to cooperate fully in providing reasonable access to its records, documents, agents or employees, or premises if reasonably required by authorized officials of the Buyer, the Department of Industrial Relations, or the Department of Justice to determine Seller's compliance with the requirements under Section 29(a) "Sweatfree Code of Conduct".

30. Manufacturing Audits. The Buyer reserves the right to utilize a third party representative to audit Seller's manufacturing facility and/or conduct source inspection of Equipment at the end of the production line.

31. Reporting. Seller will keep complete, timely and accurate records, including, but not limited to incoming material quality, in-process yield, outgoing quality, regulatory compliance, production schedules, material shortages and shipment performance. Seller will provide the Buyer with on-line access to such records and will provide written reports to the Seller as requested.

32. RIGHTS AND REMEDIES.

(a) Should Seller fail to obtain the certification required in Section 2 "N95 Contingency", Seller will, no later than May 8, 2020, refund to Buyer the Buyer's entire prepayment to Seller for the N95 masks.

(b) In the event Buyer rejects Equipment pursuant to Section 5 "Acceptance", in whole or in part, due to nonconformity, Buyer may choose, at its sole discretion, one of the following: (i) Seller will, without expense to Buyer, immediately replace all such rejected Equipment with other Equipment conforming to the Agreement, at Seller's sole expense; or (ii) Seller will, within five (5) business days of Buyer's rejection of Equipment, refund all applicable portions of the monies paid to Seller for such nonconforming Equipment, including pro-rated prepayment, for that rejected Equipment.

(c) Subject to Section 7(d) "Term & Termination", in the event Buyer exercises Buyer's Termination for Convenience, following the Effective Date of the Buyer's Termination for Convenience, Seller will, within three (3) business days thereafter, remit, through wire transfer to Buyer, an entire refund of all monies Buyer paid to Seller, including any

prepayment or advancement of funds, under this Agreement less payment for delivered and accepted Equipment.

- (d) Subject to Section 9 "Force Majeure", if either party terminates this Agreement as a result of a Force Majeure Event, Seller will, within three (3) business days, remit, through wire transfer to Buyer, a refund of all monies Buyer paid to Seller, including any prepayment or advancement of funds, under this Agreement, less payment for delivered and accepted Equipment.

For the avoidance of doubt, in the event that: (i) Buyer exercises any right to terminate under this Agreement; or, (ii) Seller materially fails to perform its Equipment delivery obligations under this Agreement, Seller will return to Buyer all monies paid, less payment for delivered and accepted Equipment.

33. NONDISCRIMINATION

a) During the performance of this Agreement, Seller and its subcontractors will not unlawfully discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, and denial of family care leave. Seller and Seller's subcontractors will ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Seller and its subcontractors will comply with the provision of the Fair Employment and Housing Act (Government Code, section 12990 et seq.) and the applicable regulations promulgated thereunder (Cal. Code of Regulations, Title 2, section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in Chapter 5, Division 4, of Title 2 of the California Code of Regulations are incorporated into the Agreement by reference and made a part hereof, as if set forth in full. Seller and its subcontractors will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

b) The Seller will include nondiscrimination and compliance provisions of this Section 33 "Nondiscrimination" in all subcontracts to perform work under the Agreement.

34. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, the Seller agrees as follows:

- a. The Seller will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Seller will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- b. The Seller agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- c. The Seller will, in all solicitations or advertisements for employees placed by or on behalf of the Seller, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- d. The Seller will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Seller's legal duty to furnish information.
- e. The Seller will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Seller's commitments under this section,

and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- f. The Seller will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- g. The Seller will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- h. In the event of the Seller's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Seller may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- i. The Seller will include the portion of the sentence immediately preceding this Section 34(a) and the provisions of Section 34(a) through Section 34(h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Seller will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event the Seller becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Seller may request the United States to enter into such litigation to protect the interests of the United States.

The Seller further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work; provided, that if the Seller so participating is a State or local government, the above equal

opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Seller agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Sellers and subcontractor with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Seller further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon.

This provision solely applies to Seller or Seller subcontractors or Seller Vendors under the jurisdiction of the laws and regulations of the State of California or the United States Government.

35. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Compliance with the Contract Work Hours and Safety Standards Act.

- a. **Overtime requirements.** No Seller or subcontractor contracting for any part of this Agreement which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in Section 35(a), the Seller and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated

damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in Section 35(a), in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in Section 35(a).

- c. **Withholding for unpaid wages and liquidated damages.** The Federal Emergency Management Agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Seller or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Seller or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in Section 35(b).
- d. **Subcontracts.** The Seller or subcontractor shall insert in any subcontracts the clauses set forth in Section 35(a) through Section 35(d) and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in Section 35(a) through Section 35(d).

36. CLEAN AIR ACT

- a. The Seller agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. Section 7401 et seq.
- b. The Seller agrees to report each violation to the California Air Resources Board and understands and agrees that the California Air Resources Board will, in turn, report each violation as required to assure notification to the Department of Resources Recycling and Recovery, the California Governor's Office of Emergency Services, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
- c. The Seller agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

37.THE FEDERAL WATER POLLUTION CONTROL ACT

- a. The Seller agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. Sections 1251 et seq.
- b. The Seller agrees to report each violation to the State Water Resources Control Board and understands and agrees that the State Water Resources Control Board will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
- c. The Seller agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

38.DEBARMENT AND SUSPENSION CLAUSE

- A. This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Seller is required to verify that none of the Seller, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- B. The Seller must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- C. This certification is a material representation of fact relied upon by the State of California. If it is later determined that the Seller did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of California, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- D. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

39. BYRD ANTI-LOBBYING CLAUSE

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Sellers who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 44 C.F.R. PART 18- CERTIFICATION REGARDING LOBBYING

The undersigned [Seller] certifies, to the best of his or her knowledge, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this

certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Seller certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Seller understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Seller's Authorized Official

Name and Title of Seller's Authorized Official

Date: _____

40. PROCUREMENT OF RECOVERED MATERIALS

- A. In the performance of this Agreement the Seller shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired-
 - i. Competitively within a timeframe providing for compliance with the Agreement performance schedule;
 - ii. Meeting Agreement performance requirements; or
 - iii. At a reasonable price.
- B. Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- C. The Seller also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

41. ACCESS TO RECORDS

The following access to records requirements apply to this Agreement:

- A. The Seller agrees to provide the State of California, the FEMA Administrator, the Controller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Seller which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- B. The Seller agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. The Seller agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the Agreement.
- D. In compliance with the Disaster Recovery Act of 2018, the State of California and the Seller acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

42. DHS SEAL, LOGO, AND FLAGS

The Seller shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

43. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the Agreement only. The Seller will comply with all federal law, regulations, executive orders, FEMA policies, procedures, and directives.

44. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, Seller, or any other party pertaining to any matter resulting from the Agreement.

45. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Seller acknowledges the 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Seller's action pertaining to this Agreement.

46. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

Seller swears under penalty of perjury that no more than one final, unappealable finding of contempt of court by a Federal court has been issued against the Seller within the immediately preceding two-year period because of the Seller's failure to comply with an order of the National Labor Relations Board. This provision is required by, and shall be construed in accordance with, Public Contract Code section 10296.

47. APPLICABILITY

For the avoidance of doubt Sections 33-46 of this Agreement shall solely apply to Seller or Seller subcontractors or Seller Vendors under the jurisdiction of the laws and regulations of, as applicable, the State of California or the Federal Government of the United States of America.

(Signature Page Follows)

BY SIGNING BELOW, BOTH PARTIES HERETO ACCEPTS THE TERMS AND
CONDITIONS OF THIS AGREEMENT.

BUYER:

By: _____
(Signature)

Name: Mark Ghilarducci

Title: Director, Governor's Office of Emergency Services

Date:

Address: 3650 Schriever Avenue, Mather, CA 95655

E-mail: Mark.Ghilarducci@caloes.ca.gov

Phone: (916) 845-8510

SELLER:

By: _____
(Signature)

Name: Ke Li

Title: Authorized Representative

Date: April 7, 2020

Address: 919 North Market Street, Suite 950, Wilmington, DE 19801

E-mail: contact@ghps.us

Phone: [REDACTED]

By signing below, the Guarantor hereunder agrees to bound solely to the terms and conditions in this Section 12 "Affiliate Guaranty" and no other provision.

GUARANTOR:

By: _____
(Signature)

Name: Ke Li

Title: President

Date: April 7, 2020

Address: 1800 S Figueroa St, Los Angeles, CA 90015

E-mail: notices@byd.com

Phone: (800)BYD-AUTO

EXHIBIT A PRODUCT SPECIFICATIONS

Single-use Face Mask

SOFT & EASY TO BREATHE



Non-sterile

*Picture is for reference only,
actual product may have differences.

BYD CARE

⊕ Use as
surgical mask



Application

Worn by personnel to cover the mouth, nose and chin, the mask provides a physical barrier to block exhalation or ejection of pollutants from mouth and nose.



Product Introduction

BYD Single-use Face Mask consist of three layers of nonwoven material:



Outer Layer
Blue surgical use
spunbond nonwoven

Middle Layer
Polypropylene melt-blown
nonwoven with pathogen filtering

Inner Layer
White surgical use
spunbond nonwoven

MATERIALS

This product consists of mask body, nose clip and ear loops. The mask is composed of three layers of filter material: The inner and outer covers are constructed from spunbond nonwoven fabric, for medical use. Polypropylene melt-blown nonwoven is layered between the inner and outer covers. The nose clip uses metal core plastic and the ear loops are made of nylon and spandex blended.
Non-sterile product, one-time use only.

Wearing Instructions



1. Hold the mask by the ear loops with the colored side facing outwards and the nose bridge upwards, and place both ear loops around both ears.



2. Bend the nose clip to match the shape of the nose to prevent unfiltered air from entering.



3. Pull the mask to your chin to produce a tight seal.



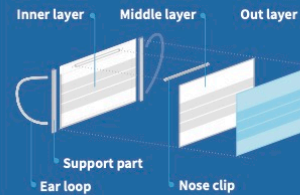
Single-use Face Mask

SOFT & EASY TO BREATHE

Non-sterile

Product Specification

- 1 Mask length: > 170 mm(6.69in.)
- 2 Mask expansion width: 165 mm(6.49in.). Post-stack width is 95 mm(3.74in.) with three stacks in the middle. Each stack width is not less than 10 mm(0.39in.). The nose clip is located on the upper edge of the mask, and the outside of the mask is darker in color.
- 3 The width of the support part is not more than 10 mm(0.39in.), and the position of the upper nose clip is not more than 16 mm(0.63in.).
- 4 Nose clip: length > 80 mm(3.15in.); width approximately 3 mm(0.12in.)
- 5 Ear loop: 180 mm(7.09in.) in length and 3 mm(0.12in.) in diameter, composed of polyester, spandex and other materials, welded on the inner layer not more than 10 mm(0.39in.) from the edge.



Parameter of BYD Single-use Face Mask

Name	Parameter
Product name	Single-use Face Mask
Material	Spunbond nonwoven fabric (for surgical use), polypropylene melt-blown nonwoven, metal core plastic nose clip, polyester and spandex ear loops
Model	Flat
Size	175 mm×95 mm / 6.89in.×3.72in.
Product application scope and purpose	For protection against inhalation of pathogens and airborne liquid droplets
Expiration date	2 years after production
Packaging specification	10pcs/bag; 50pcs/box; 2000pcs/case
Storage	Store in a well-ventilated place with relative humidity below 80%; avoid high temperatures and exposure to flame.

WARNING

- 1 The mask does not eliminate the risk of contracting any disease or infection.
- 2 Failure to properly use and maintain this product could result in illness or even death.
- 3 Only for one-time use, please destroy and dispose according to regulations after use.
- 4 Some materials in direct contact with the skin may cause allergic reactions or even anaphylaxis in sensitive individuals.
- 5 Please use within the validity period.
- 6 DO NOT use if package is damaged.
- 7 Please refer to the instructions before use.
- 8 For adult use only.
- 9 Do not wash.

All information presented in this document is based on the latest data available at the time of printing. BYD reserves the right to make changes at any time without prior notice.

Approval and Standard

BYD Single-use Face Mask are manufactured in accordance with industry recommended standards YY 0469-2011

Product model: FG2111 FDA product code QKR Australia TGA ARTG 332299 ASTM F-2100 Level 2

EN 14683 Type II



Distributed by Global Healthcare Product Solutions, LLC

1800 S. Figueroa Street, Los Angeles, CA 90015

1(800)293-2886 www.byd.care Made in China



Scan and visit
BYD Care website



Scan and download
BYD Care app

N95 Healthcare Particulate Respirator (Surgical Mask)



Foldable (for single use only) Non-sterile

BYD CARE ❤️

- ⊕ Very close facial **fit**
- ⊕ **≥ 95%** filtrations efficiency against solid and liquid aerosols free of oil.



Description

The N95 Healthcare Particulate Respirator (Surgical Mask) is designed to help provide respiratory protection for the user. This product has a filter efficiency of 95% or greater against solid and liquid aerosols free of oil. This product contains no components made from natural rubber latex.

Use instructions

- Suitable for covering the mouth, nose and chin, to filter airborne particles and block liquid aerosols, blood, body fluids, secretions
- For adult use only.
- Do not wash.
- Store in a cool, dry, clean place away from fire and contamination.
- Store between -20°C and 38°C (-4°F and 100°F) with relative humidity below 80%.
- Expiration date: 2 years after production.

3-Step check before use

1. Do not use if the packaging has been opened or damaged.
2. Check that elastic bands are in good condition and are not damaged.
3. Check that the metallic strip is not broken.

Wearing instructions



Unfold the mask and hold it with both hands, with the metallic strip up.



Place elastic bands around the neck and head respectively. Put the mask against your face covering both nose and mouth.



Adjust the metallic strip over bridge of nose using two fingers, and press until achieving a close fit.



Perform a fit test according to instructions.

N95 Healthcare Particulate Respirator (Surgical Mask) Non-sterile

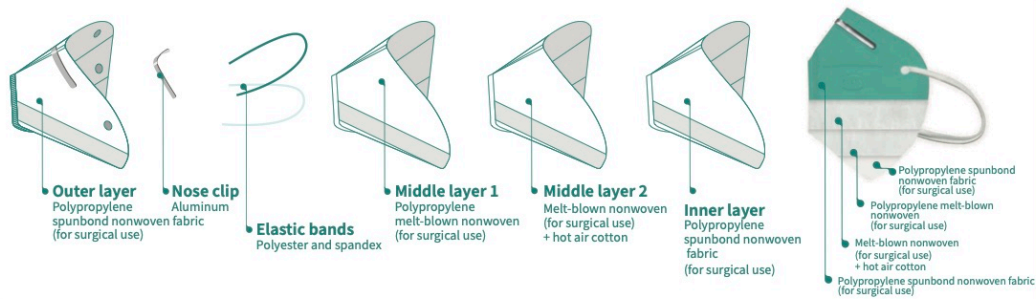


Foldable (for single use only)

Fit test

1. Place both hands over the mask.
2. Inhale vigorously and hold your breath for a few seconds, making sure the mask collapses inward as you inhale.
3. Exhale vigorously and hold your breath for few seconds, making sure the mask bulges outward as you exhale.
4. If air leaks, reposition the mask, tighten the metallic strip and reposition the elastic bands for a better fit. Then follow steps 1-3 again until a tight seal is achieved.
5. Masks that have passed the fit test in steps 1-3 are safe to use.
6. Facial hair or other facial features may prevent the mask from achieving a proper fit. If a tight seal is not achieved, please DO NOT use this product.
7. If you experience difficulty breathing, dizziness, or other symptoms, leave the contaminated area immediately.

Specifications



Name	Parameter
Product name	N95 Health Care Particulate Respirator (Surgical Mask)
Material	Polypropylene spunbond nonwoven fabric (for surgical use), Polypropylene melt-blown nonwoven (for surgical use), hot air cotton, Polypropylene spunbond nonwoven fabric (for surgical use), Nylon spandex and polyester mixed fabric elastic bands, Aluminum nose clip
Type	Foldable
Packaging specification	1pc per bag; 50pcs per box; 1000pcs per carton

Product model
DF1122

Product meets
GB 19083-2010 standard.

WARNINGS

1. Use this product immediately after package is opened. Not recommended for more than 8 hours of use.
2. DO NOT sleep while wearing the mask.
3. Avoid hand contact with the inside of the mask.
4. Use only within the validity period.
5. For one-time use only. Please dispose of according to regulations after use.
6. DO NOT use if package is damaged.
7. Some materials in direct contact with the skin may cause allergic reactions or even anaphylaxis in sensitive individuals.
8. Please refer to the instructions before use.



All information presented in this document is based on the latest data available.
BYD reserves the right to make changes at any time without prior notice.

Distributed by Global Healthcare Product Solutions, LLC
1800 S. Figueroa Street, Los Angeles, CA 90015
1 (800) 293-2886
www.byd.care



Scan and visit
BYD Care website



Scan and download
BYD Care app

EXHIBIT B DELIVERY AND PAYMENT SCHEDULE

			Quantity					
Batch	Item	Product Specification	Unit Price (\$US)	(in Millions)	Total Payment (\$US)	Delivery Term	Delivery Location	Delivery Date*
A	50% Down-payment				\$ 495,000,000	N/A	N/A	N/A
	N95	NIOSH Certified	3.3	3	\$ 4,950,000	DDP		
	N95	NIOSH Certified	3.3	34.5	\$ 56,925,000	DDP		
	N95	NIOSH Certified	3.3	37.5	\$ 61,875,000	DDP		
	N95	NIOSH Certified	3.3	37.5	\$ 61,875,000	DDP		
	N95	NIOSH Certified	3.3	37.5	\$ 61,875,000	DDP		
	N95	NIOSH Certified	3.3	37.5	\$ 61,875,000	DDP		
	N95	NIOSH Certified	3.3	37.5	\$ 61,875,000	DDP		
	N95	NIOSH Certified	3.3	37.5	\$ 61,875,000	DDP		
	N95	NIOSH Certified	3.3	37.5	\$ 61,875,000	DDP		
	N95	NIOSH Certified	3.3	37.5	\$ 61,875,000	DDP		
B (Option)	N95	NIOSH Certified	3.3	30	\$ 99,000,000	DDP		
	N95	NIOSH Certified	3.3	30	\$ 99,000,000	DDP		
	N95	NIOSH Certified	3.3	30	\$ 99,000,000	DDP		
	N95	NIOSH Certified	3.3	30	\$ 99,000,000	DDP		
	N95	NIOSH Certified	3.3	30	\$ 99,000,000	DDP		
C (Option)	N95	NIOSH Certified	3.3	25	\$ 82,500,000	DDP		
	N95	NIOSH Certified	3.3	25	\$ 82,500,000	DDP		
	N95	NIOSH Certified	3.3	25	\$ 82,500,000	DDP		
	N95	NIOSH Certified	3.3	25	\$ 82,500,000	DDP		
			Quantity					
Batch	Item	Product Specification	Unit Price (\$US)	(in Millions)	Total Payment (\$US)	Delivery Term	Delivery Location	Delivery Date*
A	Surgical Mask	ASTM F-2100 Level 2	0.55	11.1	\$ 6,105,000	DDP		
	Surgical Mask	ASTM F-2100 Level 2	0.55	11.1	\$ 6,105,000	DDP		
	Surgical Mask	ASTM F-2100 Level 2	0.55	11.1	\$ 6,105,000	DDP		
	Surgical Mask	ASTM F-2100 Level 2	0.55	11.1	\$ 6,105,000	DDP		
	Surgical Mask	ASTM F-2100 Level 2	0.55	11.1	\$ 6,105,000	DDP		
	Surgical Mask	ASTM F-2100 Level 2	0.55	11.1	\$ 6,105,000	DDP		
	Surgical Mask	ASTM F-2100 Level 2	0.55	11.1	\$ 6,105,000	DDP		
	Surgical Mask	ASTM F-2100 Level 2	0.55	11.1	\$ 6,105,000	DDP		
	Surgical Mask	ASTM F-2100 Level 2	0.55	11.2	\$ 6,160,000	DDP		
B (Option)	Surgical Mask	ASTM F-2100 Level 2	0.55	10	\$ 5,500,000	DDP		
	Surgical Mask	ASTM F-2100 Level 2	0.55	10	\$ 5,500,000	DDP		
	Surgical Mask	ASTM F-2100 Level 2	0.55	10	\$ 5,500,000	DDP		
	Surgical Mask	ASTM F-2100 Level 2	0.55	10	\$ 5,500,000	DDP		
	Surgical Mask	ASTM F-2100 Level 2	0.55	10	\$ 5,500,000	DDP		
C (Option)	Surgical Mask	ASTM F-2100 Level 2	0.55	12.5	\$ 6,875,000	DDP		
	Surgical Mask	ASTM F-2100 Level 2	0.55	12.5	\$ 6,875,000	DDP		
	Surgical Mask	ASTM F-2100 Level 2	0.55	12.5	\$ 6,875,000	DDP		
	Surgical Mask	ASTM F-2100 Level 2	0.55	12.5	\$ 6,875,000	DDP		
* For this Exhibit B, "Delivery Date" means the date when the corresponding quantity of the product will be fully delivered, however Seller expects to make Deliveries for the specified quantities on a daily basis in the days prior to and on the Delivery Date. Due to the urgent nature of these deliveries, this schedule is subject to fine tuning and adjustment to ensure achievement of end goal.								

From: john.zhuang@byd.com
To: oscar.su@byd.com
Cc: stella.li@byd.com
Subject: Updating Exhibit B -- Schedule of Delivery
Date: Monday, April 6, 2020 5:31:00 PM
Attachments: [image001.png](#)

Oscar:

Here are the updates that you'll need to help make to the schedule of delivery spreadsheet.

1. You'll been to split the option order Batch B in option order Batch B and option order Batch C. That's because per the agreement, the Buyer has the right to exercise the option of Batch B for the month of July and exercise the option of Batch C for the month of August. They are two separate options for July and August respectively.
2. OES also noted some typos in quantity that they request corrections for as follows
 - a. N95
 - i. Batch A should add up to 300mm qty
 - ii. Batch B should add up to 150mm qty
 - iii. Batch C should add up to 100mm qty
 - b. Surgical Mask
 - i. Batch A should add up to 100mm qty
 - ii. Batch B should add up to 50mm qty
 - iii. Batch C should add up to 50mm qty
3. They also want to delete the payment date and invoicing date because that's discussed in the supply agree as follows. Although your schedule is generally correct, I think their concern is that one of your payment dates may fall on a public holiday and under the contract the payment date would go to the next business day.

INVOICE & PAYMENT. (a) Invoicing Procedure. Unless otherwise specified, all invoices arising from this agreement will be sent in paper format to:

The Governor's Office of Emergency Services
Attn: Accounting Unit
3650 Schriever Avenue
Mather, CA 95655

and in digital format to:

BYDinvoice@caloes.ca.gov.

Paper invoices will be submitted in triplicate and will include the Agreement number.

(b) Timing & Payment of Invoices. Buyer will make a prepayment three (3) business days from the date Buyer approves this Agreement. At Buyer's sole and operational discretion, Buyer may remit prepayment to Seller before three (3)

business days. During the term of this Agreement, Seller shall invoice Buyer in accordance to this Section 6, twice a week on every Monday and Thursday, and payment shall be made on the business day following such invoicing date. Invoice payments made on Tuesday of each week will be payment for Purchase Order deliveries made during each of the previous four days, and invoice payments made on Friday of each week will be payment for Purchase Order deliveries made during each of the previous three days. Buyer shall pay Seller, in the manner prescribed in Section 3 "Payment Method". At the end of this Agreement's term, if there are any unpaid Purchase Order deliveries, such invoices shall be paid in full within five (5) business days.

(c) Payment of Invoices. Additionally, both parties understand and agree that Seller's continued performance under this Agreement is contingent upon the timely payment of its invoices when due.

Let me know your thoughts.

Best,
John



John Zhuang, Esq. / Counsel

BYD America

1800 S Figueroa St, Los Angeles, CA
(213) 748-3980 [REDACTED]

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From: oscar.su@byd.com
To: [Pal, Alex@CalOES](mailto:Pal,Alex@CalOES); [Bollinger, Jennifer@CalOES](mailto:Bollinger,Jennifer@CalOES); [Joseph, Grady@CalOES](mailto:Joseph,Grady@CalOES); [Simonson, Bill@DGS](mailto:Simonson,Bill@DGS)
Cc: [Medigovich, Mitchell@CalOES](mailto:Medigovich,Mitchell@CalOES)
Subject: first shipment to Cal OES---BYD
Date: Sunday, April 26, 2020 8:24:32 PM
Attachments: [image001.png](#)

Dear Alex, Jennifer, Grady, Bill

The first shipment of surgical masks had been picked up from the airport warehouse and should have arrived at your warehouse.

thank you very much for all your support to make it happen smoothly.

In order to make the pick-ups of tens of millions of masks smooth in the coming weeks, I am making the below proposals based on what happened today:

Actions to take from BYD side:

- 1: BYD to update the coming volume and summary of what delivered last week every Monday in email or through con-call. OES team please advise which way do you prefer;
- 2: BYD to address to BYD forwarders the importance of preparing the masks ready before the trucks arrive;
- 3: BYD logistic team to stand by when there is pick-up from OES team/ forwarder. Our team will be on-site supporting the pick-ups and make sure all goes well.

Actions to take from OES side:

- 1: UPS team/ drivers to bring all the papers that BYD forwarders sent to pick-up the masks, especially all the Delivery Orders/ ATMEs;
- 2: UPS team/ drivers to make appointments with the warehouse to make sure the pick-up time so there is no need to wait---this is very important for future pick-up for tens of millions of masks;

We need your continue support and we work as a team to make sure all the deliveries in future as smooth as possible.

Should you have any questions on BYD side or need anything from BYD, please feel free to let me know.

Thank you and Stay Safe.



Oscar Su / Senior Director,

BYD America 

1800 S Figueroa St, Los Angeles, CA 90015

O: (213)-748-3980, ext  / C: 

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From: [Rockwell, Marcia@CalOES](mailto:Rockwell.Marcia@CalOES)
To: [Stout, Tabitha@CalOES](mailto:Stout.Tabitha@CalOES); [Carlson, Heather@CalOES](mailto:Carlson.Heather@CalOES); [Lewis, Michelle@CalOES](mailto:Lewis.Michelle@CalOES); [Domingo, Gemma@CalOES](mailto:Domingo.Gemma@CalOES)
Cc: [CalOES BYDinvoice](#)
Subject: FW: BYD Shipment MC
Date: Friday, May 1, 2020 2:46:21 PM
Attachments: [\[Untitled\].pdf](#)

FYI. Checking on the invoice(s).
Marcia Rockwell, AGPA
Cal OES
Logistics Management Directorate
916-845-8609
[REDACTED]

marcia.rockwell@caloes.ca.gov

From: Simonson, Bill@DGS <Bill.Simonson@dgs.ca.gov>
Sent: Friday, May 1, 2020 2:39 PM
To: Medigovich, Mitchell@CalOES <Mitchell.Medigovich@CalOES.ca.gov>; Rockwell, Marcia@CalOES <Marcia.Rockwell@caloes.ca.gov>
Cc: Joseph, Grady@CalOES <Grady.Joseph@CalOES.ca.gov>; Hacker, Chris@CalOES <Chris.Hacker@CalOES.ca.gov>
Subject: FW: BYD Shipment MC
Proof of delivery for the 5.214M surgical masks.
The inspections are still being conducted. So far, so good.

Bill Simonson

Emergency Manager, Office of Risk and Insurance Management

From: iabdallah@ups.com <iabdallah@ups.com>
Sent: Friday, May 1, 2020 1:39 PM
To: Simonson, Bill@DGS <Bill.Simonson@dgs.ca.gov>; Fernandez, Elena@DGS <Elena.Fernandez@dgs.ca.gov>
Cc: [UPS \[REDACTED\] Operations@ups.com](#)
Subject: BYD Shipment MC

CAUTION: This email originated from a NON-State email address. Do not click links or open attachments unless you are certain of the sender's authenticity.

Hello Team,
We received 2,607 Full cases of BYD Single use face Masks. Total Unit count is 5,214,000 Masks
Attached is the BOLs from 5 drivers. Please see attached
Thank you,

Ismail Abdallah

Administrative Assistant II
UPS Healthcare and Life Sciences
iabdallah@ups.com





UNIFORM STRAIGHT BILL OF LADING ORIGINAL - NOT NEGOTIABLE

Printed Via CMV by UIC Inc. Match, Inc.

Carrier's Pro No. PWS
Shipper's Bill of Lading No. [REDACTED]
Consignee's Reference/PO No. [REDACTED]
Carrier's Code (SCAC) [REDACTED]

Name of Carrier [REDACTED]

RECEIVED, subject to individually determined rates or contracts that have been agreed upon in writing between the carrier and shipper, if applicable, otherwise to the rates, classifications and rules that have been established by the carrier and are available to the shipper, on request.

From: MERCURY Date: [REDACTED]
Street [REDACTED] City [REDACTED] County [REDACTED] State: CA Zip [REDACTED]

the property described below, in apparent good order, except as noted (contents and conditions of contents of packages unknown) marked, consigned, and destined as shown below, which said carrier agrees to carry to destination, if on its route, or otherwise to deliver to another carrier on the route to destination. Every service to be performed hereunder shall be subject to all the conditions not prohibited by law, whether printed or written, herein contained, including the conditions on the back hereof, which are hereby agreed to by the shipper and accepted for himself and his assigns.

Consigned to: [REDACTED] before consignee's name.

Destination Street [REDACTED]
City [REDACTED] County [REDACTED] State CA Zip [REDACTED]

Delivering Carrier [REDACTED] Trailer No. 667484

Additional Shipment Information

Unless a greater value is specified below: for which an extra charge will apply, the liability of the carrier for damage or loss to the goods shall be released to the lesser of \$2.50 per pound or \$100,000 per truckload shipment on new articles or the lesser of \$1.00 per pound/\$50,000 per truckload shipment for shipments of used goods, not to exceed the actual loss. Shipments originating in Canada may have different claim filing time limits and are subject to different limitations of liability as provided in the Motor Truck Act of the originating Province.

Collect on Delivery \$ <u>[REDACTED]</u> and remit to: <u>[REDACTED]</u>	C.O.D. charge Shipper <input type="checkbox"/>
Street <u>[REDACTED]</u> City <u>[REDACTED]</u> State <u>[REDACTED]</u>	to be paid by Consignee <input type="checkbox"/>

Handling Units No. Type	Packages No. Type	HM	Kind of Package. Description of Articles. Special Marks and Exceptions (Subject to correction)	Weight (Subject to Correction)	Class or Rate Ref. (For Info. Only)	Cube (Optional)
600			Revised 600			

Mark "X" to designate Hazardous Materials as defined in Department of Transportation Regulations.

NOTE: (1) Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property as follows:

"The agreed or declared value of the property is specifically stated by the shipper to be not exceeding _____ per _____."

NOTE (2) Liability Limitation for loss or damage on this shipment may be applicable. See 49 U.S.C. § 14706(c)(1)(A) and (B).

NOTE (3) Commodities requiring special or additional care or attention in handling or stowing must be so marked and packaged as to ensure safe transportation with ordinary care. See Sec. 2(e) of NMFC Item 360.

Notify if problem enroute or at delivery _____ Name _____ Fax No. _____ Tel. No. _____ (for informational purposes only)

Send freight bill to: _____ Company Name _____ Street _____ City _____ State _____ Zip _____

Seal Number 1766401

Shipper Certification This is to certify that the above named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation. Per _____ Date _____	Carrier Pickup Certification Carrier acknowledges receipt of packages and required placards. Carrier certifies emergency response information was made available and/or carrier has the Department of Transportation emergency response guidebook or equivalent document in the vehicle. Carrier _____ Package Nos. _____ Date _____ Truck Operator _____
---	---

Consignee Certification RECEIVED WITH SHIPPER'S SEAL NOTED ABOVE, INTACT AND THE ABOVE DESCRIBED PROPERTY IN APPARENT GOOD CONDITION EXCEPT AS NOTED CONSIGNEE SIGNATURE: _____ DATE: <u>5-1-26</u> TIME: <u>07:05</u> PLEASE PRINT NAME OF RECEIVER HERE: _____	Carrier Delivery Certification TRUCK OPERATOR: <u>JOS</u> TRAILER NO: <u>667484</u> UNIT NO: <u>7871</u>
--	---

NOTICE: REPORT ALL SHORTAGES, DAMAGES OR DELAYS TO THE JACKSONVILLE CLAIMS OFFICE AT 800-872-9103 BEFORE THE CONSIGNEE SIGNS THESE BILLS. IF DELIVERY IS AFTER 5 P.M. EASTERN TIME, REPORT EXCEPTIONS TO THE CLAIMS OFFICE THE NEXT BUSINESS DAY.

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FORM #LSBL REV 05/10/2003
FD 00360

ORIGINAL

PRA_BYInvoice_00002



GOLDEN BRIDGE INTERNATIONAL

Obtained via FOIA by Judicial Watch, Inc.

733 9TH AVE.
CITY OF INDUSTRY, CA 91745, UNITED STATES
TEL: 626-810-0688 FAX: 626-810-0399
EMAIL: cecilia@goldenbridge-intl.com
Prepared by Cecilia Chan 04-30-2020 10:00 (PDT)

SHIPPER:

BYD AUTO INDUSTRY CO., LTD
NO. 3001, 3007, HENGPING ROAD,
PINGSHAN
SHENZHEN, GUANGDONG 518115, CHINA
TEL: 86-755-89888888 FAX: 86-755-28403950

CONSIGNEE:

GLOBAL HEALTHCARE PRODUCT SOULT
LLC
1800 S. FIGUEROA ST
LOS ANGELES, CALIFORNIA 90015, UNITED
STATES
TEL: 626-328-4028

MERCHANDISE IMPORTED AT :

ON

FILE NO. :

DATE:

MAWB NO. :

PREP. BY:

CECILIA CHAN

SUB-AWB NO. :

DEP. AIRPORT:

HAWB NO. :

ENTRY PORT:

MANIFEST NO. :

DEST. AIRPORT:

FLIGHT NO. :

FINAL DEST. :

LAST FREE DAY:

FREIGHT LOC. : MERCURY AIR CARGO

I.T. NO. :

Tel:

Fax:

I.T. ISSU

FIRM CODE:

I.T. DATE

MARK

PACKAGE

DESCRIPTION

120
CARTON(S)

DISPOSABLE FACE MASK F
USE

516

08:52 AM

516 cases,

Resin May 01, 2020

REMARK

WE, GOLDEN BRIDGE INTERNATIONAL INC

THE CONSIGNEE FOR ABOVE MENTIONED BILL OF LADING COVERING
MERCHANDISE FOR VARIOUS ULTIMATE CONSIGNEE, HEREBY AUTHORIZES
C & C CUSTOMS BROKERAGE INC

TO MAKE CL

ENTRY AND LANDSTAR RANGER

TO TAKE DELIV

FOR THE ABOVE DESCRIBED MERCHANDISE.

GOLDEN BRIDGE INTERNATIONAL INC

Attorney - In - Fact

DOCUMENT PICKED BY :

DATE :

Truck ④

swissport
CARGO SERVICES

Obtained via FOIA by Judicial Watch, Inc.

Truck came with 12 Pallets
with the cases on the Floor.

DELIVERY NOTIFICATION

Receiving Agent:

SWISSPORT CARGO SERVICES

Customer No.:

Delivery Date: 1921
Our Reference: 30,317,077

Receipt No: 3457

AWB Number	Pieces	Weight	SLAC Pcs	Origin / Dest	Arriving Flight Details
	120	1,299.0 kg	0		

HAWB:
LAST FREEDAY ON 5/2
PLEASE RECOUNT UPON DELIVERY

Storage: DGA(24)
DGA(26)
DGA(30)
DGA(30)
DGA(30)

complete

- 428, cases, 15 pallets

428

OK to Release
Per-Customs Clearance

Office Agent: *Wage*

Whse Agent: *[Signature]*



* 3 4 5 7 *

RECEIPT STATEMENT

The undersigned acknowledge the receipt of above mentioned consignment complete and in good condition.

Date: 30-Apr-2020

Time: 19:21

Driver: SANTIAGO GALINDO

Registration: AMERICAN WAY

Signature: *[Signature]* SLL

Truck ④



DELIVERY NOTIFICATION

Receiving Agent:

Customer No.:

SWISSPORT CARGO SERVICES

Delivery Date: 1919
Our Reference: 30,317,072

Receipt No: 3455

AWB Number	Pieces	Weight	SLAC Pcs	Origin / Dest	Arriving Flight Details
------------	--------	--------	----------	---------------	-------------------------

	20	1,294.0 kg	0		
--	----	------------	---	--	--

HAWB:
LAST FREEDAY ON 5/2
PLEASE RECOUNT UPON DLEIVERY

Storage: ~~C3(4)~~
~~S4(22)~~
S4(22)
C2(23)
S4(30)
S4(34)

Complete

10
4
8
13
34
21
30
21

OK to Release
Per-Customs Clearance

Office Agent

Whse Agent

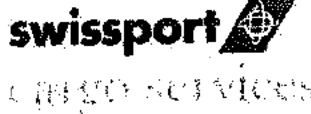


RECEIPT STATEMENT

The undersigned acknowledge the receipt of above mentioned consignment complete and in good condition.

Date: 30-Apr-2020
Time: 19:19
Driver: SANTIAGO GALINDO

Registration: AMERICAN WAY
Signature: *[Signature]* SLL



DELIVERY NOTIFICATION

Receiving Agent:

SWISSPORT CARGO SERVICES

Customer No.:

Delivery Date: 1452
Our Reference: 30,296,276

Receipt No: 3318

AWB Number	Pieces	Weight	SLAC Pcs	Origin / Dest	Arriving Flight Details
[REDACTED]	120	1,272.0 kg	0	[REDACTED]	[REDACTED]

HAWB: [REDACTED]

Storage: S8(10)
B1(14)
S8(16)
S8(22)
S8(28)
S8(30)
S7(30)
S7(28)
S7(22)
S7(16)
B1(14)

*Plane picked up reminding 8 pcs
Complete!*

California COMMERCIAL DRIVER LICENSE

OK to Release
Per-Customs Clearance

Office Agent

Whse Agent



* 3 3 1 8 *

RECEIPT STATEMENT

The undersigned acknowledge the receipt of above mentioned consignment complete and in good condition.

Date:

4-30-20

Time:

2350

Driver:

Santiago Galindo

Registration:

Signature:

African Way
SLC



GOLDEN BRIDGE INTERNATIONAL INC

733 9TH AVE.
CITY OF INDUSTRY, CA 91745, UNITED STATES
TEL: 626-810-0688 FAX: 626-810-0399
EMAIL: cecilia@goldenbridge-intl.com
Prepared by Cecilia Chan 04-30-2020 10:01 (PDT)

DELIVERY ORDER

DATE 04-30-2020	OUR FILE NO. [REDACTED]	THE MERCHANDISE DESCRIBED BELOW WILL BE ENTERED AND/OR FORWARDED AS FOLLOWS:
TRUCKER LANDSTAR RANGER		MAWB NO. [REDACTED] HAWB NO. [REDACTED]
		AMS AWB NO. [REDACTED] PO NO. [REDACTED]
		I.T. NO. & PLACE
		DATE OF ARRIVAL
		LAST FREE DAY
		CARRIER
		ORIGIN PORT [REDACTED] DESTINATION PORT [REDACTED]
		REMARK
PICKUP MERCURY AIR CARGO [REDACTED]		
DELIVERY CAGOV C/O [REDACTED]		
ROUTE		
BILL TO GLOBAL HEALTHCARE PRODUCT SOLUTIONS LLC 1800 S. FIGUEROA ST LOS ANGELES, CALIFORNIA 90015, UNITED STATES TEL: 626-328-4028		

MARK	DESCRIPTION	PKGS	GROSS WEIGHT	CHARGEABLE WEIGHT
	DISPOSABLE FACE MASK FOR PERSONAL USE	120 CARTON(S)	1,284.00 KGS 2,830.74 LBS	1,593.00 KGS 4,393.81 LBS

P.O.D REQUIRED WITH BILLING INVOICE
PLEASE EMAIL PROOF OF DELIVERY TO GBAR@GOLDENBRIDGE-INTL.COM
PLEASE SEND THE INVOICE TO E-MAIL: TruckInvoice@goldenbridge-intl.com
FOR PAYMENT PROCESS.

NOTICE: BAD ORDER PACKAGES MUST BE SIGNED FOR AS IN CONDITION
RECEIVED.

ALL PIER CHARGES FOR ACCOUNT OF RECEIVER UNLESS OTHERWISE
SPECIFIED.

ORIGINAL DELIVERY ORDER INLAND FREIGHT : COLLECT

GOLDEN BRIDGE INTERNATIONAL INC	
PREPARED BY CECILIA CHAN	04-30-2020 10:01
CARRIER SIGNATURE / DATE	
CARRIER: LANDSTAR	DATE: 4-30-20
RECEIVED IN GOOD ORDER / DATE	
BY: [Signature]	DATE: 4-30-20

LANDSTAR Seal # 1165249

Powered by GoFreight | www.gofreight.eu

Truck (5)

380 cases, 14 Pallets

5-1-0 12023132

LEESA CUSTOMS BROKERAGE INC
9420 Telstar Ave
Suite 200
El Monte, CA 91731 US

Tel: 626-522-1821/626-238-0885
Fax:

DELIVERY ORDER

GLOBAL HEALTHCARE PRODUCT SOLUTIONS
1800 S FIGUEROA ST
LOS ANGELES, CA 900153422 US

DATE: 04/25/2020 OUR REF. NO. [REDACTED]

THE MERCHANDISE DESCRIBED BELOW
WILL BE ENTERED AND FORWARDED AS
FOLLOWS:

IMPORTING CARRIER		LOCATION		FROM PORT OF / ORIGIN AIRPORT	
B/L ORAMS NO.	ARRIVAL DATE	FREE TIME EXP.	LOCAL DELIVERY OR TRANSFER BY DELIVERY ORDER ISSUED TO: LANDSTAR RANGER		
INLAND CARRIER		HAIRING NO.	ENTRY NO. 825-1134462-1	CUSTOMER NO.	
FOR DELIVERY TO			ROUTE		
			NOTIFY:		

NO. OF PKGS	DESCRIPTION OF ARTICLES, SPECIAL MARKS & EXCEPTIONS	WEIGHT	UNIT
120 CTN	<p>MASK</p> <p>I.T. Number: ----</p> <p>ISSUER/MASTER ISSUER/HOUSE</p> <p>-----</p> <p>380</p>	2769 LB	

INLAND FREIGHT → PREPAID / COLLECT
COLLECT

AND LAWRENCE 2ND

Received in Good Order
By:

LIABILITY, INCLUDING FREIGHT, IS LIMITED TO THE SUM OF
\$50.00 PER SHIPMENT, UNLESS A GREATER VALUATION SHALL BE
PAID FOR OR AGREED TO BE PAID BY WRITING PRIOR TO SHIPPING.

DELIVERY CLERK: DELIVER
TO CARRIER SHOWN ABOVE

ORIGINAL

From: Simonson_Bill@DGS
To: Rockwell_Marcia@CalOES; CalOES_BYDInvoice
Cc: Medigovich_Mitchell@CalOES; Williams_Ron@CalOES
Subject: FW: Bulk PPE Shipments
Date: Monday, May 4, 2020 12:31:15 PM
Attachments: [image001.png](#)
[BYD_0426.pdf](#)
[BYD_0501.pdf](#)
[BYD_0502.pdf](#)
[BYD ASNS 0426_0501_0502.pdf](#)

FYSA.

Bill Simonson

Emergency Manager, Office of Risk and Insurance Management

From: iabdallah@ups.com <iabdallah@ups.com>
Sent: Monday, May 4, 2020 12:11 PM
To: Simonson, Bill@DGS <Bill.Simonson@dgs.ca.gov>; diegomaldonado@ups.com
Cc: DeAnda, Debbie@DGS <Debbie.DeAnda@dgs.ca.gov>
Subject: RE: Bulk PPE Shipments

CAUTION: This email originated from a NON-State email address. Do not click links or open attachments unless you are certain of the sender's authenticity.

Bill please see attached ASNs and BOLs for the BYD masks we received up to today. Total BYD masks received **9,224,000 EA** to date.

Thank you,

Ismail

From: Simonson, Bill@DGS <Bill.Simonson@dgs.ca.gov>
Sent: Monday, May 4, 2020 10:42 AM
To: Maldonado Diego (WFZ3YJQ) <diegomaldonado@ups.com>
Cc: DeAnda, Debbie@DGS <Debbie.DeAnda@dgs.ca.gov>; Abdallah Ismail (CHL8KBD) <iabdallah@ups.com>
Subject: [EXTERNAL] RE: Bulk PPE Shipments

Yup, the BYD shipments.

Bill Simonson

Emergency Manager, Office of Risk and Insurance Management

From: diegomaldonado@ups.com <diegomaldonado@ups.com>
Sent: Monday, May 4, 2020 10:40 AM
To: Simonson, Bill@DGS <Bill.Simonson@dgs.ca.gov>
Cc: DeAnda, Debbie@DGS <Debbie.DeAnda@dgs.ca.gov>; iabdallah@ups.com
Subject: RE: Bulk PPE Shipments

CAUTION: This email originated from a NON-State email address. Do not click links or open attachments unless you are certain of the sender's authenticity.

Hey Bill – are these the BYD shipments or surgical mask if you can provide that info we can gather some numbers for you

Ish please pull the ASNs associated with the below once Bill provides info on PN,Vendor....

From: Simonson, Bill@DGS [<mailto:Bill.Simonson@dgs.ca.gov>]
Sent: Monday, May 4, 2020 10:37 AM
To: Maldonado Diego (WFZ3YJQ) <diegomaldonado@ups.com>
Cc: DeAnda, Debbie@DGS <Debbie.DeAnda@dgs.ca.gov>
Subject: [EXTERNAL] Bulk PPE Shipments

Importance: High

CAUTION! This email originated outside of the organization. Please do not open attachments or click links from an unknown or suspicious origin.

Hi Diego,

Can you help me confirm these numbers are correct?

Also, are we pulling the cartons for inspection prior to entering into inventory? Thanks!

Flight	Product	Flight Description	Est. Arrival		Actual Arrival Date	Exp. Quantity	Actual Quantity	Lot Number
			Date					
1	Surgical					3,700,000	3,090,000	42620
2	Surgical					1,400,000	3,598,000	4302020
3	Surgical					3,000,000	1,616,000	4302020
4	Surgical					922,000	920,000	5012020
5	Surgical					1,860,000		

10,882,000 9,226,000

Bill Simonson

Emergency Manager, Office of Risk and Insurance Management

Phone [REDACTED]
Fax 916.376.5276
Email bill.simonson@dgs.ca.gov



Excellence in the Business of Government

LANDSTAR**UNIFORM STRAIGHT BILL OF LADING
ORIGINAL - NOT NEGOTIABLE**Carrier's Pro No. PWSShipper's Bill of Lading No. [REDACTED]Consignee's Reference/PO No. [REDACTED]Carrier's Code (SQAC) PWSName of Carrier LANDSTAR

RECEIVED, subject to individually determined rates or contracts that have been agreed upon in writing between the carrier and shipper, if applicable; otherwise to the rates, classifications and rules that have been established by the carrier and are available to the shipper, on request.

From: CA DEP OF HEALTHDate: [REDACTED]Street: [REDACTED] City: [REDACTED] County: [REDACTED] State: CA Zip: [REDACTED]

The property described below, in apparent good order, except as noted, (contents and weight of packages unknown) marked, consigned, and destined as shown below, which said carrier agrees to carry to destination, if on its route, or otherwise to deliver to another carrier on the route to destination. Every service to be performed hereunder shall be subject to all the conditions not prohibited by law, whether printed or written, herein contained, including the conditions on the back hereof, which are hereby agreed to by the shipper and accepted for himself and his assigns.

Consigned to: CAL DEP OF HEALTH C/O UPS

For Collection of Freight, Shipments, Duties, etc., must be made before consignee's name.

Destination Street: [REDACTED]City: [REDACTED] County: [REDACTED] State: CA Zip: [REDACTED]Delivering Carrier: LANDSTAR Trailer No. 669358**Additional Shipment Information**

Unless a greater value is specified below, for which an extra charge will apply, the liability of the carrier for damage or loss to the goods shall be released to the lesser of \$2.50 per pound or \$100,000 per truckload shipment on new articles or the lesser of \$1.00 per pound/\$50,000 per truckload shipment for shipments of used goods, not to exceed the actual loss. Shipments originating in Canada may have different claim filing time limits and are subject to different limitations of liability as provided in the Motor Truck Act of the originating Province.

Collect on Delivery \$ <u>[REDACTED]</u>	and remit to: <u>[REDACTED]</u>	G.O.D. charge	Shipper <input type="checkbox"/>
State <u>[REDACTED]</u>	City <u>[REDACTED]</u>	to be paid by	Consignee <input type="checkbox"/>

Handling Units No. Type	Packages No. Type	HM	Kind of Package, Description of Articles, Special Marks and Exceptions (Subject to correction)	Weight (Subject to Correction)	Class or Rate Ref. (For Info. Only)	Cube (Optional)
600			MEDICAL SUPPLIES (MASK)	25.000		
Please can't packing						

O Mark "X" to designate Hazardous Materials as defined in Department of Transportation Regulations.

NOTE: (1) Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property as follows:

The agreed or declared value of the property is specifically stated by the shipper to be not exceeding [REDACTED] per [REDACTED].

NOTE (2) Liability Limitation for loss or damage on this shipment may be applicable. See 49 U.S.C. § 14705(c)(1)(A) and (B).

NOTE (3) Commodities requiring special or additional care or attention in handling or stowage must be so marked and packaged as to ensure safe transportation with ordinary care. See Sec. 21a of NMFC part 350.

Freight charges are PREPAID unless marked collect CHECK BOX IF COLLECT ☐**FOR FREIGHT COLLECT SHIPMENTS:**

If this shipment is to be delivered to the consignee without recourse, on the consignor the consignor shall sign the following statement:

The carrier may decline to make delivery of this shipment without payment of freight and all other lawful charges.

(Signature of Consignor)

Notify if problem enroute or at delivery: [REDACTED] Name [REDACTED] Fax No. [REDACTED] Tel. No. [REDACTED] (for informational purposes only)Send freight bill to: [REDACTED] Company Name [REDACTED] Street [REDACTED] City [REDACTED] State [REDACTED] Zip [REDACTED]Seal Number [REDACTED]

Shipper Certification This is to certify that the above named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation. For <u>[REDACTED]</u> Date <u>[REDACTED]</u>	Carrier Pickup Certification Carrier acknowledges receipt of packages and required documents. Carrier certifies emergency response information was made available and/or carrier has the Department of Transportation emergency response guidebook or equivalent document in the vehicle. Carrier <u>LANDSTAR</u> Package Nos. <u>[REDACTED]</u> Date <u>4-26-20</u> Truck Operator <u>EFRAIN T</u>
Consignee Certification RECEIVED WITH SHIPPER'S SEAL NOTED ABOVE, INTACT AND THE ABOVE DESCRIBED PROPERTY IN APPARENT GOOD CONDITION EXCEPT AS NOTED. CONSIGNEE SIGNATURE: <u>[REDACTED]</u> DATE <u>4-26-2020</u> TIME <u>17:45</u> PLEASE PRINT NAME OF RECEIVER HERE: <u>[REDACTED]</u>	Carrier Delivery Certification TRUCK OPERATOR: <u>EFRAIN T</u> TRAILER NO. <u>669358</u> UNIT NO. <u>801912</u>



UNIFORM STRAIGHT BILL OF LADING

ORIGINAL - NOT NEGOTIABLE

(Continued via FOL by Truckload Watch, Inc.)

Carrier's Pro No. [REDACTED]
 Shipper's Bill of Lading No. [REDACTED]
 Consignee's Reference/PO No. [REDACTED]
 Carrier's Code (SCAC) [REDACTED]

Name of Carrier

LANDSTAR

RECEIVED, subject to individually determined rates or contracts that have been agreed upon in writing between the carrier and shipper, if applicable, otherwise to the rates, classifications and rules that have been established by the carrier and are available to the shipper, on request.

From:

CA DEP HEALTH

Date:

4.26.20

Street

City

County

State

Zip

the property described in the bill of lading, except as noted (contents and conditions of contents of packages unknown) marked, consigned, and described as shown below, which said carrier agrees to carry to destination, if on its route, or otherwise to deliver to another carrier on the route to destination. Every service to be performed hereunder shall be subject to all the conditions not prohibited by law, whether printed or written, herein contained, including the conditions on the back hereof, which are hereby agreed to by the shipper and accepted for himself and his assigns.

Consigned to:

CA DEP HEALTH

On Collect on Delivery Shipments, the letters "COD" must appear before consignee's name.

Designate Street

City

County

State

Zip

Delivering Carrier

LANDSTAR

Trailer No.

668563

Additional Shipment Information

Unless a greater value is specified below, for which an extra charge will apply, the liability of the carrier for damage or loss to the goods shall be released to the lesser of \$2.50 per pound or \$100,000 per truckload shipment or \$1.00 per pound/\$50,000 per truckload shipment for shipments of used goods, not to exceed the actual loss. Shipments originating in Canada are subject to the Provincial Motor Truck Act.

Collect on Delivery \$ _____ and remit to: _____ C.O.D. charge Shipper ☐
 Street _____ City _____ State _____ to be paid by Consignee ☐

Handling Units No. Type	Packages No. Type	HM	Kind of Package, Description of Articles, Special Marks and Exceptions (Subject to correction)	Weight (Subject to Correction)	Class or Rate Ref. (For Info. Only)	Cube (Optional)
			120+ 120 + 120 - 115			

Mark "X" to designate Hazardous Materials as defined in Department of Transportation Regulations.

NOTE: (1) Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property as follows:

"The agreed or declared value of the property is specifically stated by the shipper to be not exceeding _____ per _____."

NOTE (2) Liability Limitation for loss or damage on this shipment may be applicable.

See 49 U.S.C. § 14706(C)(1)(A) and (B).

NOTE (3) Commodities requiring special or additional care or attention to handling or stowing must be so marked and packaged as to ensure safe Transportation with ordinary care. See Sec. 2(e) of NMFC Item 360.

Notify if problem enroute or at delivery _____

Name

Fax No.

Tel. No.

(for informational purposes only)

Send freight bill to:

Company Name

City

Street

State

Zip

Shipper

Carrier

Per

Per

Date

Shipper Certification This is to certify that the above named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for Transportation according to the applicable regulations of the Department of Transportation. Per _____ Date _____	Carrier Pickup Certification Carrier acknowledges receipt of packages and required placards. Carrier certifies emergency response information was made available and/or carrier has the Department of Transportation emergency response guidebook or equivalent document in the vehicle. Per _____ Package No's. _____ Date _____
---	---

Receiver Certification RECEIVED THE ABOVE DESCRIBED PROPERTY IN GOOD CONDITION EXCEPT AS NOTED CONSIGNEE: _____ DATE: _____ TIME: _____ PLEASE PRINT: _____	Carrier Certification DRIVER: SARC SARKISYAN TRAILER NO: 668563 UNIT NO: 416523
---	--

NOTICE: ALL SHORTAGES AND/OR DAMAGES MUST BE REPORTED TO JACKSONVILLE OFFICE...BEFORE CONSIGNEE SIGNS THESE BILLS. 800-872-9103
 NMFTA 2008 American Trucking Associates. Reproduced with permission. Only Participants in the NMFC at the time the transportation occurs may use the provisions herein.



UNIFORM STRAIGHT BILL OF LADING

ORIGINAL - NOT NEGOTIABLE

Obtained for Court by Judicial Watch

24 HOUR EMERGENCY RESPONSE TELEPHONE ()

Carrier's Pro No.

ER REGISTRANT

(For Hazardous Materials)

Shipper's Bill of Lading No.

Consignee's Reference/PO No.

Carrier's Code (SCAC)

Name of Hauling Carrier

LANDSTAR

RECEIVED, subject to individually determined rates or contracts that have been agreed upon in writing between the carrier and shipper, if applicable, otherwise to the rates, classifications and rules that have been established by the carrier and are available to the shipper, on request.

On any shipment not actually transported on motor vehicles under lease to a Landstar motor carrier, Landstar shall be operating as a broker or a freight forwarder, as applicable.

From: SWISSPORT CARGO SERVICES

Date: 04/26/2020

Street City County State CA Zip

the property described below, in apparent good condition and condition of contents of packages (unknown) marked, consigned, and destined as shown below, which said carrier agrees to carry to destination, if on its route, or otherwise to deliver to another carrier on the route to destination. Every service to be performed hereunder shall be subject to all the conditions not prohibited by law, whether printed or written, herein contained, including the conditions on the back hereof, which are hereby agreed to by the shipper and accepted for himself and his assigns.

Consigned to: CAL DEP OF HEALTH CIO VPS

On Collect on Delivery Shipment, the letters "C.O.D." must appear before consignee's name.

Designate Street

City County State CA Zip

Consignee's Contact Information

1916/ 764-0781

Email address and/or phone number

Delivering Carrier

LandStar

Trailer No.

699150

Additional Shipment Information

Send freight bill to

Company Name

Street

City

State

Unless a greater value is specified below, for which an extra charge will apply, the liability of the carrier for damage or loss to the goods shall be released to the lesser of: (i) For shipments originating in the U.S., \$2.50 per pound or \$100,000 (\$U.S.) per truckload shipment or \$1 per pound/\$50,000 (\$U.S.) per truckload shipment of used goods, not to exceed the actual loss for the shipment; and (ii) For shipments originating in Canada, \$4.41 (\$CAD) per kilogram computed on the total weight of the shipment, not to exceed the actual loss for the shipment.

Collect on Delivery \$	and remit to:	C.O.D. charge	Shipper <input type="checkbox"/>
Street	City	to be paid by	Consignee <input type="checkbox"/>

No. and Type of Handling Units	No. and Type of Individual Packages	HM	Description of Articles, Packages, Special Marks and Exceptions (Subject to correction) (See NMFC Item 360)	Food Products or Other Materials or Freight requiring additional care or attention (Note 3)	Weight (Subject to Correction) (lbs.)	Class. or Rate Ref. (For Info. Only)
470	BOXES		FACE MASKS		10.000	
			470 Received in good condition			

Mark "X" to designate Hazardous Materials as defined in US DOT Regulations.

NOTE: (1) Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property as follows:

*The agreed or declared value of the property is specifically stated by the shipper to be not exceeding _____ per _____.

NOTE (2) Liability Limitation for loss or damage on this shipment may be applicable.

See 49 U.S.C. § 14706(C)(1)(A) and (B) for shipments originating in the U.S. Refer to the Uniform Conditions of Carriage - General Freight, as set out in O. Reg. 643/05 to the Ontario Highway Traffic Act, as amended (the "Uniform Conditions") for shipments originating in Canada.

NOTE (3) Commodities requiring special or additional care or attention in handling or stowing must be so marked and packaged as to ensure safe transportation with ordinary care. See NMFC Item 360.

Notify if problem enroute or at delivery

Name

Fax No.

Tel. No.

(for informational purposes only)

Shipper

Per

Carrier

Per

Date

Shipper Certification This is to certify that the above named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation, according to the applicable regulations of the Department of Transportation. Per _____ Date _____		Carrier Certification Carrier acknowledges receipt of packages and required placards. Carrier certifies emergency response information was made available and/or carrier has the Department of Transportation emergency response guidebook or equivalent document in the vehicle. Per _____ Date _____ No. & Type of Packages _____	
Receiver Certification RECEIVED THE ABOVE DESCRIBED PROPERTY IN GOOD CONDITION EXCEPT AS NOTED CONSIGNEE: _____ DATE 4-26-20 TIME 20:20 PLEASE PRINT: _____		Carrier Certification DRIVER: ANATOLI TESLENCO TRAILER NO: 699150 UNIT NO: 420537	

NOTICE: ALL SHORTAGES AND/OR DAMAGES MUST BE REPORTED TO JACKSONVILLE OFFICE BEFORE CONSIGNEE SIGNS THESE BILLS. 800-872-9103
 NMFTA 2017. Reproduced with permission. Only Participants in the NMFTA at the time the transportation occurs may use the provisions herein.

DELIVERY NOTIFICATION

Receiving Agent:

Customer No.:

SWISSPORT CARGO SERVICES

Delivery Date: 1452
Our Reference: 30,296,276
Receipt No: 3318

AWB Number	Pieces	Weight	SLAC Pcs	Origin / Dest	Arriving Flight Details
	120	1,272.0 kg	0		

HAWB:

Storage: S8(10)
B1(14)
S8(16)
S8(22)
S8(28)
S8(30)

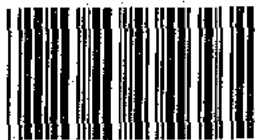
Delivery of 110 Pcs

José Díaz
Jorge GARCIA

OK to Release
Per Customs Clearance

Office Agent

Whse Agent



* 3 3 1 8 *

RECEIPT STATEMENT

The undersigned acknowledge the receipt of above mentioned consignment complete and in good condition.

Date: 26-Apr-2020

Time: 14:52

Driver: ANATOLI TESLENCO

Registration: LANDSTAR RANGER

Signature:



UNIFORM STRAIGHT BILL OF LADING ORIGINAL - NOT NEGOTIABLE

Printed Via CMV by UIC Inc. Match, Inc.

Carrier's Pro No. PWS
Shipper's Bill of Lading No. [REDACTED]
Consignee's Reference/PO No. [REDACTED]
Carrier's Code (SCAC) [REDACTED]

Name of Carrier [REDACTED]

RECEIVED, subject to individually determined rates or contracts that have been agreed upon in writing between the carrier and shipper, if applicable, otherwise to the rates, classifications and rules that have been established by the carrier and are available to the shipper, on request.

From: MERCURY Date: [REDACTED]
Street [REDACTED] City [REDACTED] County [REDACTED] State: CA Zip [REDACTED]

the property described below, in apparent good order, except as noted (contents and conditions of contents of packages unknown) marked, consigned, and destined as shown below, which said carrier agrees to carry to destination, if on its route, or otherwise to deliver to another carrier on the route to destination. Every service to be performed hereunder shall be subject to all the conditions not prohibited by law, whether printed or written, herein contained, including the conditions on the back hereof, which are hereby agreed to by the shipper and accepted for himself and his assigns.

Consigned to: [REDACTED] before consignee's name.

Destination Street [REDACTED]
City [REDACTED] County [REDACTED] State CA Zip [REDACTED]

Delivering Carrier [REDACTED] Trailer No. 667484

Additional Shipment Information

Unless a greater value is specified below: for which an extra charge will apply, the liability of the carrier for damage or loss to the goods shall be released to the lesser of \$2.50 per pound or \$100,000 per truckload shipment on new articles or the lesser of \$1.00 per pound/\$50,000 per truckload shipment for shipments of used goods, not to exceed the actual loss. Shipments originating in Canada may have different claim filing time limits and are subject to different limitations of liability as provided in the Motor Truck Act of the originating Province.

Collect on Delivery \$ <u>[REDACTED]</u> and remit to: <u>[REDACTED]</u>	C.O.D. charge Shipper <input type="checkbox"/>
Street <u>[REDACTED]</u> City <u>[REDACTED]</u> State <u>[REDACTED]</u>	to be paid by Consignee <input type="checkbox"/>

Handling Units No. Type	Packages No. Type	HM	Kind of Package, Description of Articles, Special Marks and Exceptions (Subject to correction)	Weight (Subject to Correction)	Class or Rate Ref. (For Info. Only)	Cube (Optional)
600			Revised 600			

Mark "X" to designate Hazardous Materials as defined in Department of Transportation Regulations.

NOTE: (1) Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property as follows:

"The agreed or declared value of the property is specifically stated by the shipper to be not exceeding _____ per _____."

NOTE (2) Liability Limitation for loss or damage on this shipment may be applicable. See 49 U.S.C. § 14706(c)(1)(A) and (B).

NOTE (3) Commodities requiring special or additional care or attention in handling or stowing must be so marked and packaged as to ensure safe transportation with ordinary care. See Sec. 2(e) of NMFC Item 360.

Notify if problem enroute or at delivery _____ Name _____ Fax No. _____ Tel. No. _____ (for informational purposes only)

Send freight bill to: _____ Company Name _____ Street _____ City _____ State _____ Zip _____

Seal Number 1766401

Shipper Certification This is to certify that the above named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation. Per _____ Date _____	Carrier Pickup Certification Carrier acknowledges receipt of packages and required placards. Carrier certifies emergency response information was made available and/or carrier has the Department of Transportation emergency response guidebook or equivalent document in the vehicle. Carrier _____ Package Nos. _____ Date _____ Truck Operator _____
---	---

Consignee Certification RECEIVED WITH SHIPPER'S SEAL NOTED ABOVE, INTACT AND THE ABOVE DESCRIBED PROPERTY IN APPARENT GOOD CONDITION EXCEPT AS NOTED CONSIGNEE SIGNATURE: <u>[Signature]</u> DATE: <u>5-1-26</u> TIME: <u>07:05</u> PLEASE PRINT NAME OF RECEIVER HERE: _____	Carrier Delivery Certification TRUCK OPERATOR: <u>JOS</u> TRAILER NO: <u>667484</u> UNIT NO: <u>7871</u>
---	---

NOTICE: REPORT ALL SHORTAGES, DAMAGES OR DELAYS TO THE JACKSONVILLE CLAIMS OFFICE AT 800-872-9103 BEFORE THE CONSIGNEE SIGNS THESE BILLS. IF DELIVERY IS AFTER 5 P.M. EASTERN TIME, REPORT EXCEPTIONS TO THE CLAIMS OFFICE THE NEXT BUSINESS DAY.

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FORM #LSBL REV 05/10/2003
FD 00360

ORIGINAL

PRA_BYInvoice_00016



GOLDEN BRIDGE INTERNATIONAL

Obtained via FOIA by Judicial Watch, Inc.

733 9TH AVE.
CITY OF INDUSTRY, CA 91745, UNITED STATES
TEL: 626-810-0688 FAX: 626-810-0399
EMAIL: cecilia@goldenbridge-intl.com
Prepared by Cecilia Chan 04-30-2020 10:00 (PDT)

SHIPPER:

BYD AUTO INDUSTRY CO., LTD
NO. 3001, 3007, HENGPING ROAD,
PINGSHAN
SHENZHEN, GUANGDONG 518115, CHINA
TEL: 86-755-89888888 FAX: 86-755-28403950

CONSIGNEE:

GLOBAL HEALTHCARE PRODUCT SOULT
LLC
1800 S. FIGUEROA ST
LOS ANGELES, CALIFORNIA 90015, UNITED
STATES
TEL: 626-328-4028

MERCHANDISE IMPORTED AT :

ON

FILE NO. :

DATE:

MAWB NO. :

PREP. BY:

CECILIA CHAN

SUB-AWB NO. :

DEP. AIRPORT:

HAWB NO. :

ENTRY PORT:

MANIFEST NO. :

DEST. AIRPORT:

FLIGHT NO. :

FINAL DEST. :

LAST FREE DAY:

FREIGHT LOC. : MERCURY AIR CARGO

I.T. NO. :

Tel:

Fax:

I.T. ISSU

FIRM CODE:

I.T. DATE

MARK

PACKAGE

DESCRIPTION

120
CARTON(S)

DISPOSABLE FACE MASK F
USE

516

08:52 AM

516 cases,

Resin May 01, 2020

REMARK

WE, GOLDEN BRIDGE INTERNATIONAL INC

THE CONSIGNEE FOR ABOVE MENTIONED BILL OF LADING COVERING
MERCHANDISE FOR VARIOUS ULTIMATE CONSIGNEE, HEREBY AUTHORIZES
C & C CUSTOMS BROKERAGE INC

TO MAKE CL

ENTRY AND LANDSTAR RANGER

TO TAKE DELIV

FOR THE ABOVE DESCRIBED MERCHANDISE.

GOLDEN BRIDGE INTERNATIONAL INC

Attorney - In - Fact

DOCUMENT PICKED BY :

DATE :

Truck ④

swissport
CARGO SERVICES

Obtained via FOIA by Judicial Watch, Inc.

Truck came with 12 Pallets
with the cases on the Floor.

DELIVERY NOTIFICATION

Receiving Agent:

SWISSPORT CARGO SERVICES

Customer No.:

Delivery Date: 1921
Our Reference: 30,317,077

Receipt No: 3457

AWB Number	Pieces	Weight	SLAC Pcs	Origin / Dest	Arriving Flight Details
	120	1,299.0 kg	0		

HAWB:
LAST FREEDAY ON 5/2
PLEASE RECOUNT UPON DELIVERY

Storage: DGA(24)
DGA(26)
DGA(30)
DGA(30)
DGA(30)

complete

- 428, cases, 15 pallets

428

OK to Release
Per-Customs Clearance

Office Agent

Whse Agent



* 3 4 5 7 *

RECEIPT STATEMENT

The undersigned acknowledge the receipt of above mentioned consignment complete and in good condition.

Date: 30-Apr-2020

Time: 19:21

Driver: SANTIAGO GALINDO

Registration: AMERICAN WAY

Signature: *[Signature]* SLL

Truck ④



DELIVERY NOTIFICATION

Receiving Agent:

Customer No.:

SWISSPORT CARGO SERVICES

Delivery Date: 1919

Our Reference: 30,317,072

Receipt No: 3455

AWB Number	Pieces	Weight	SLAC Pcs	Origin / Dest	Arriving Flight Details
------------	--------	--------	----------	---------------	-------------------------

[REDACTED]	20	1,294.0 kg	0	[REDACTED]	[REDACTED]
------------	----	------------	---	------------	------------

HAWB:
LAST FREEDAY ON 5/2
PLEASE RECOUNT UPON DLEIVERY

Storage:

~~C3(4)~~

~~S4(22)~~

S4(22)

C2(23)

S4(30)

S4(34)

Complete

10
4
8
13
34
21
30
21

OK to Release
Per-Customs Clearance

Office Agent

Whse Agent



* 3 4 5 5 *

RECEIPT STATEMENT

The undersigned acknowledge the receipt of above mentioned consignment complete and in good condition.

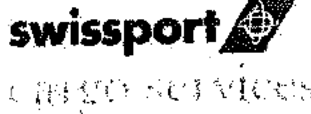
Date: 30-Apr-2020

Time: 19:19

Driver: SANTIAGO GALINDO

Registration: AMERICAN WAY

Signature: *[Signature]* SLL



DELIVERY NOTIFICATION

Receiving Agent:

SWISSPORT CARGO SERVICES

Customer No.:

Delivery Date: [REDACTED] 1452
Our Reference: [REDACTED] 30,296,276

Receipt No: 3318

AWB Number	Pieces	Weight	SLAC Pcs	Origin / Dest	Arriving Flight Details
[REDACTED]	120	1,272.0 kg	0	[REDACTED]	[REDACTED]

HAWB: [REDACTED]

Storage: S8(10)
B1(14)
S8(16)
S8(22)
S8(28)
S8(30)
S7(30)
S7(28)
S7(22)
S7(16)
B1(14)

*Plane picked up reminding 8 pcs
Complete!*

California COMMERCIAL DRIVER LICENSE

OK to Release
Per-Customs Clearance

Office Agent

Whse Agent



* 3 3 1 8 *

RECEIPT STATEMENT

The undersigned acknowledge the receipt of above mentioned consignment complete and in good condition.

Date:

4-30-20

Time:

2350

Driver:

Santiago Galindo

Registration:

Signature:

Signature
SLC



Carrier's Pro No. PWS
 Shipper's Bill of Lading No. [REDACTED]
 Consignee's Reference/PO No. [REDACTED]
 Carrier's Code (SCAC) PWS

RECEIVED, subject to individually determined rates or contracts that have been agreed upon in writing between the carrier and shipper, if applicable, otherwise to the rates, and rules that have been established by the carrier and are available to the shipper, on request. 43030

the property described below, in apparent good order, except as noted (contents and conditions of contents of packages unknown) marked, consigned, and destined as shown below, which said carrier agrees to carry to destination, if on its route, or otherwise to deliver to another carrier on the route to destination. Every service to be performed hereunder shall be subject to all the conditions not prohibited by law, whether printed or written, herein contained, including the conditions on the back hereof, which are hereby agreed to by the shipper and accepted for himself and his assigns.

Consigned to: CAL DEP OF HEALTH NO UPS

Destination Street _____
City _____ County _____ State CA Zip _____

Delivering Carrier LANDSTAR Trailer No. 669358

Additional Shipment Information

Unless a greater value is specified below, for which an extra charge will apply, the liability of the carrier for damage or loss to the goods shall be released to the lesser of \$2.50 per pound or \$100,000 per truckload shipment on new articles or the lesser of \$1.00 per pound/\$50,000 per truckload shipment for shipments of used goods, not to exceed the actual loss. Shipments originating in Canada may have different claim filing time limits and are subject to different limitations of liability as provided in the Motor Truck Act of the originating Province.

Collect on Delivery \$ _____ and remit to: _____	C.O.D. charge	Shipper <input type="checkbox"/>
Street _____ City _____ State _____	to be paid by	Consignee <input type="checkbox"/>

Handling Units No. Type	Packages No. Type	HM	Kind of Package. Description of Articles, Special Marks and Exceptions (Subject to correction)	Weight (Subject to Correction)	Class or Rate Ref. (For info. Only)	Cube (Optional)
683			MEDICAL SUPPLIES (MASK)	25.000		
683						

O Mark "X" to designate Hazardous Materials as defined in Department of Transportation Regulations.

NOTE: (1) Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property as follows:

"The agreed or declared value of the property is specifically stated by the shipper to be not exceeding _____ per _____."

NOTE (2) Liability Limitation for loss or damage on this shipment may be applicable. See 49 U.S.C. § 14706(c)(1)(A) and (B).

NOTE (3) Commodities requiring special or additional care or attention in handling or stowing must be so marked and packaged as to ensure safe transportation with ordinary care. See Sec. 2(e) of NMFC Item 360.

Freight charges are PREPAID
unless marked collect
CHECK BOX IF COLLECT

FOR FREIGHT COLLECT SHIPMENTS:

If this shipment is to be delivered to the consignee, without recourse on the consignor, the consignor shall sign the following statement:

The carrier may decline to make delivery of this shipment without payment of freight and all other lawful charges.

(Signature of Consignor)

Notify if problem enroute or at delivery _____ **(for informational purposes only)**

Name	Fax No.	Tel. No.

Send freight bill to:

Company Name	Street	City	State		Zip
---------------------	---------------	-------------	--------------	--	------------

Seal Number 1165279

<p align="center">Shipper Certification</p>	<p align="center">Carrier Pickup Certification</p>
<p>This is to certify that the above named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.</p>	<p>Carrier acknowledges receipt of packages and required placards. Carrier certifies emergency response information was made available and/or carrier has the Department of Transportation emergency response guidebook or equivalent document in the vehicle.</p>
<p>Carrier: <u>LANDSTAR</u></p>	<p>Package Nos. _____</p>
<p>Per _____ Date _____</p>	<p>Date _____ Truck Operator: <u>EFRAIN TORIAN</u></p>

Consignee Certification RECEIVED WITH SHIPPER'S SEAL NOTED ABOVE, INTACT AND THE ABOVE DESCRIBED PROPERTY IN APPARENT GOOD CONDITION EXCEPT AS NOTED CONSIGNEE SIGNATURE: <u>[Signature]</u> DATE <u>5-1-20</u> TIME <u>07:25</u> PLEASE PRINT NAME OF RECEIVER HERE:		Carrier Delivery Certification TRUCK OPERATOR: <u>EFRAIN TOBAN</u> TRAILER NO: <u>669358</u> UNIT NO: <u>801512</u>	
---	--	--	--

NOTICE: REPORT ALL SHORTAGES, DAMAGES OR DELAYS TO THE JACKSONVILLE CLAIMS OFFICE AT 800-672-9103 BEFORE THE CONSIGNEE SIGNS THESE BILLS. IF DELIVERY IS AFTER 5 P.M. EASTERN TIME, REPORT EXCEPTIONS TO THE CLAIMS OFFICE THE NEXT BUSINESS DAY.



GOLDEN BRIDGE INTERNATIONAL INC

733 9TH AVE.
CITY OF INDUSTRY, CA 91745, UNITED STATES
TEL: 626-810-0688 FAX: 626-810-0399
EMAIL: cecilia@goldenbridge-intl.com
Prepared by Cecilia Chan 04-30-2020 10:01 (PDT)

DELIVERY ORDER

DATE 04-30-2020	OUR FILE NO. [REDACTED]	THE MERCHANDISE DESCRIBED BELOW WILL BE ENTERED AND/OR FORWARDED AS FOLLOWS:
TRUCKER LANDSTAR RANGER		MAWB NO. [REDACTED] HAWB NO. [REDACTED]
		AMS AWB NO. [REDACTED] PO NO. [REDACTED]
		I.T. NO. & PLACE
		DATE OF ARRIVAL [REDACTED]
		LAST FREE DAY
		CARRIER [REDACTED]
		ORIGIN PORT [REDACTED] DESTINATION PORT [REDACTED]
		REMARK
PICKUP MERCURY AIR CARGO [REDACTED]		
DELIVERY CAGOV C/O [REDACTED]		
ROUTE		
BILL TO GLOBAL HEALTHCARE PRODUCT SOLUTIONS LLC 1800 S. FIGUEROA ST LOS ANGELES, CALIFORNIA 90015, UNITED STATES TEL: 626-328-4028		

MARK	DESCRIPTION	PKGS	GROSS WEIGHT	CHARGEABLE WEIGHT
	DISPOSABLE FACE MASK FOR PERSONAL USE	120 CARTON(S)	1,284.00 KGS 2,830.74 LBS	1,593.00 KGS 4,393.81 LBS

P.O.D REQUIRED WITH BILLING INVOICE
PLEASE EMAIL PROOF OF DELIVERY TO GBAR@GOLDENBRIDGE-INTL.COM
PLEASE SEND THE INVOICE TO E-MAIL: TruckInvoice@goldenbridge-intl.com
FOR PAYMENT PROCESS.

NOTICE: BAD ORDER PACKAGES MUST BE SIGNED FOR AS IN CONDITION
RECEIVED.

ALL PIER CHARGES FOR ACCOUNT OF RECEIVER UNLESS OTHERWISE
SPECIFIED.

ORIGINAL DELIVERY ORDER INLAND FREIGHT : COLLECT

GOLDEN BRIDGE INTERNATIONAL INC	
PREPARED BY CECILIA CHAN	04-30-2020 10:01
CARRIER SIGNATURE / DATE	
CARRIER: LANDSTAR	DATE: 4-30-20
RECEIVED IN GOOD ORDER / DATE	
BY: [Signature]	DATE: 4-30-20

LANDSTAR Seal # 1165249

Powered by GoFreight | www.gofreight.eu

Truck (5)

380 cases, 14 pallets

5-1-0 12023132

LEESA CUSTOMS BROKERAGE INC
9420 Telstar Ave
Suite 200
El Monte, CA 91731 US

Tel: 626-522-1821/626-238-0885
Fax:

DELIVERY ORDER

GLOBAL HEALTHCARE PRODUCT SOLUTIONS
1800 S FIGUEROA ST
LOS ANGELES, CA 900153422 US

DATE: 04/25/2020 OUR REF. NO. [REDACTED]

THE MERCHANDISE DESCRIBED BELOW
WILL BE ENTERED AND FORWARDED AS
FOLLOWS:

IMPORTING CARRIER		LOCATION		FROM PORT OF / ORIGIN AIRPORT	
B/L ORAMS NO.	ARRIVAL DATE	FREE TIME EXP.	LOCAL DELIVERY OR TRANSFER BY DELIVERY ORDER ISSUED TO: LANDSTAR RANGER		
INLAND CARRIER		HAIRING NO.	ENTRY NO. 825-1134462-1	CUSTOMER NO.	
FOR DELIVERY TO			ROUTE		
			NOTIFY:		

NO. OF PKGS	DESCRIPTION OF ARTICLES, SPECIAL MARKS & EXCEPTIONS	WEIGHT	UNIT
120 CTN	<p>MASK</p> <p>I.T. Number: ----</p> <p>ISSUER/MASTER ISSUER/HOUSE</p> <p>-----</p> <p style="font-size: 48pt; text-align: center;">380</p>	2769 LB	

INLAND FREIGHT

PREPAID / COLLECT
COLLECT

Received in Good Order
By:

LIABILITY, INCLUDING FREIGHT, IS LIMITED TO THE SUM OF
\$50.00 PER SHIPMENT, UNLESS A GREATER VALUATION SHALL BE
PAID FOR OR AGREED TO BE PAID BY WRITING PRIOR TO SHIPPING.

DELIVERY CLERK: DELIVER
TO CARRIER SHOWN ABOVE

AND: LAWRENCE 2ND

ORIGINAL



UNIFORM STRAIGHT BILL OF LADING ORIGINAL - NOT NEGOTIABLE

Online version of this form is available at www.landstar.com

Carrier's Pro No. PWS
Shipper's Bill of Lading No. [REDACTED]
Consignee's Reference/PO No. [REDACTED]
Carrier's Code (SCAC) PWS

Name of Carrier LANDSTAR

RECEIVED, subject to individually determined rates or contracts that have been agreed upon in writing between the carrier and shipper, if applicable, otherwise to the rates, classifications and rules that have been established by the carrier and are available to the shipper, on request.

From: YVIVE-CA DEP OF HEALTH Date: 5-01-20
Street [REDACTED] City [REDACTED] County [REDACTED] State CA Zip [REDACTED]

the property described below, in apparent good order, except as noted (contents and conditions of contents of packages unknown) marked, consigned, and destined as shown below, which said carrier agrees to carry to destination, if on its route, or otherwise to deliver to another carrier on the route to destination. Every service to be performed hereunder shall be subject to all the conditions not prohibited by law, whether printed or written, herein contained, including the conditions on the back hereof, which are hereby agreed to by the shipper and accepted for himself and his assigns.

Consigned to: CAL DEP OF HEALTH C/O UPS

Destination Street [REDACTED]
City [REDACTED] County [REDACTED] State CA Zip [REDACTED]

Delivering Carrier [REDACTED] Trailer No. 669358

Additional Shipment Information
Unless a greater value is specified below: for which an extra charge will apply, the liability of the carrier for damage or loss to the goods shall be released to the lesser of \$2.50 per pound or \$100,000 per truckload shipment on new articles or the lesser of \$1.00 per pound/\$50,000 per truckload shipment for shipments of used goods, not to exceed the actual loss. Shipments originating in Canada may have different claim filing time limits and are subject to different limitations of liability as provided in the Motor Truck Act of the originating Province.

Collect on Delivery \$ _____ and remit to: _____	C.O.D. charge Shipper <input type="checkbox"/>
Street _____ City _____ State _____	to be paid by Consignee <input type="checkbox"/>

Handling Units No. Type	Packages No. Type	Kind of Package. Description of Articles, Special Marks and Exceptions (Subject to correction)	Weight (Subject to Correction)	Class or Rate Ref. (For Info. Only)	Cube (Optional)
460		MEDICAL SUPPLIES	25000		

Mark "X" to designate Hazardous Materials as defined in Department of Transportation Regulations.
NOTE: (1) Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property as follows:
"The agreed or declared value of the property is specifically stated by the shipper to be not exceeding _____ per _____"
NOTE (2) Liability Limitation for loss or damage on this shipment may be applicable. See 49 U.S.C. § 14706(c)(1)(A) and (B).
NOTE (3) Commodities requiring special or additional care or attention in handling or stowing must be so marked and packaged as to ensure safe transportation with ordinary care. See Sec. 2(e) of NMFC Item 360.

Freight charges are PREPAID unless marked collect
CHECK BOX IF COLLECT ☐

FOR FREIGHT COLLECT SHIPMENTS:
If this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:
The carrier may decline to make delivery of this shipment without payment of freight and all other lawful charges.
(Signature of Consignor) _____

Notify if problem enroute or at delivery _____ Name _____ Fax No. _____ Tel. No. _____ (for informational purposes only)

Send freight bill to: _____ Company Name _____ Street _____ City _____ State _____ Zip _____

Seal Number 1165250

Shipper Certification This is to certify that the above named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation. Per _____ Date _____	Carrier Pickup Certification Carrier acknowledges receipt of packages and required placards. Carrier certifies emergency response information was made available and/or carrier has the Department of Transportation emergency response guidebook or equivalent document in the vehicle. Carrier <u>LANDSTAR</u> Package No. <u>460</u> Date <u>5-01-20</u> Truck Operator: <u>EFRAIN TORAH</u>
---	---

Consignee Certification RECEIVED WITH SHIPPER'S SEAL NOTED ABOVE, INTACT AND THE ABOVE DESCRIBED PROPERTY IN APPARENT GOOD CONDITION EXCEPT AS NOTED CONSIGNEE SIGNATURE: _____ DATE: _____ TIME: _____ PLEASE PRINT NAME OF RECEIVER HERE: _____	Carrier Delivery Certification TRUCK OPERATOR: <u>EFRAIN TORAH</u> TRAILER NO: <u>669358</u> UNIT NO: <u>801512</u>
---	--

NOTICE: REPORT ALL SHORTAGES, DAMAGES OR DELAYS TO THE JACKSONVILLE CLAIMS OFFICE AT 800-872-9103 BEFORE THE CONSIGNEE SIGNS THESE BILLS. IF DELIVERY IS AFTER 5 P.M. EASTERN TIME, REPORT EXCEPTIONS TO THE CLAIMS OFFICE THE NEXT BUSINESS DAY.

R. BENITEZ MAY 02, 2020 - 460 CS 16 P.T. 2000 PCS 266 BOX PRA_BY Invoice_00824

swissport

Obtained via FOIA by Judicial Watch, Inc.

CARGO SERVICES

DELIVERY NOTIFICATION

Receiving Agent:

Customer No.:

SWISSPORT CARGO SERVICES

Delivery Date: 1555

Our Reference: 30,321,698

Receipt No: 3493

AWB Number	Pieces	Weight	SLAC Pcs	Origin / Dest	Arriving Flight Details
------------	--------	--------	----------	---------------	-------------------------

	120	1,300.0 kg	0		
--	-----	------------	---	--	--

HAWB:

Storage: S12(8)
S11(9)
S4(103)

OK to Release
Per-Customs Clearance

Office Agent

Whse Agent



* 3 4 9 3 *

RECEIPT STATEMENT

The undersigned acknowledge the receipt of above mentioned consignment complete and in good condition.

Date: 01-May-2020

Time: 15:55

Driver: EFRAIN TOBAR MENDOZA

Registration: LANDSTAR-RANGER

Signature:

DELIVERY NOTIFICATION

Receiving Agent:

Customer No.:

SWISSPORT CARGO SERVICES

Delivery Date: 1601
Our Reference: 30,321,694
Receipt No: 3495

AWB Number	Pieces	Weight	SLAC Pcs	Origin / Dest	Arriving Flight Details
------------	--------	--------	----------	---------------	-------------------------

[REDACTED]	120	1,305.0 kg	0	[REDACTED]	[REDACTED]
------------	-----	------------	---	------------	------------

HAWB: [REDACTED]
RECOUNT PIECES

Storage: C3(8)
S11(111)

OK to Release
Per-Customs Clearance

Office Agent: [Signature]
Whse Agent: [Signature]

1C



* 3 4 9 5 *

RECEIPT STATEMENT

The undersigned acknowledge the receipt of above mentioned consignment complete and in good condition.

Date: 01-May-2020

Time: 16:01

Driver: EFRAIN TOBAR MENDOZA

Registration: LANDSTAR RANGER

Signature: [Signature]

CARGO SERVICES

DELIVERY NOTIFICATION

Receiving Agent:

SWISSPORT CARGO SERVICES

[REDACTED]

Customer No.:

Delivery Date: [REDACTED] 1604
Our Reference: [REDACTED] 30,321,682

Receipt No: 3496

AWB Number	Pieces	Weight	SLAC Pcs	Origin / Dest	Arriving Flight Details
[REDACTED]	101	1,096.0 kg	0	[REDACTED]	[REDACTED]

HAWB: [REDACTED]

Storage: S12(12)
S10(45)
S5(45)

completo

OK to Release
Per-Customs Clearance

Office Agent: 

Whse Agent: 

1C



* 3 4 9 6 *

RECEIPT STATEMENT

The undersigned acknowledge the receipt of above mentioned consignment complete and in good condition.

Date: 01-May-2020

Time: 16:04

Driver: EFRAIN TOBAR MENDOZA

Registration: LANDSTAR RANGER

Signature: 

swissport

cargo services

Obtained via FOIA by Judicial Watch, Inc.

DELIVERY NOTIFICATION

Receiving Agent:

Customer No.:

SWISSPORT CARGO SERVICES

Delivery Date: 1558
Our Reference: 30,321,684

Receipt No: 3494

AWB Number	Pieces	Weight	SLAC Pos	Origin / Dest	Arriving Flight Details
	119	1,292.0 kg	0		

HAWB: PART-A

Storage: S12(7)
S10(112)

OK to Release
Per-Customs Clearance

Office Agent:

Whse Agent:



* 3 4 9 4 *

RECEIPT STATEMENT

The undersigned acknowledge the receipt of above mentioned consignment complete and in good condition.

Date: 01-May-2020

Time: 15:58

Driver: EFRAIN TOBAR MENDOZA

Registration: LANDSTAR RANGER

Signature:

Inbound Shipment Report

Warehouse Management

Shipment Nbr: [REDACTED]

Status: In-Transit

Dock Door:

Status:



Ship Date:

Origin: {PO} From Vendor

Transfer: N

Shipped Cases: 0.00

Shipped Units: 100,000,000

SKU	Description	Company	Division	PO	Batch	Standard Qty		
						Pallet	Case	Tier/Height
13025700-00	Single Use Face Mask	FEMA1	001	SingleUseFaceMas k	*042620	0.00	2,000.00	0.00 / 0.00
Units Shipped: 100,000,000					Received: 2,148,000			

 4-26-20

Inbound Shipment Report

Warehouse Management

Shipment Nbr: [REDACTED]

Status: In-Transit

Dock Door:

Status:



Ship Date:

Origin: {PO} From Vendor

Transfer: N

Shipped Cases: 0.00

Shipped Units: 97,852,000.0

SKU	Description	Company	Division	PO	Batch	Standard Qty		
						Pallet	Case	Tier/Height
13025700-00	Single Use Face Mask	FEMA1	001	SingleUseFaceMas	042420	0.00	2,000.00	0.00 / 0.00
		Units Shipped: 97,852,000 ^k		Received: 942,000		1 case partial Inspected 250 units		

Inbound Shipment Report

Warehouse Management

Shipment Nbr: [REDACTED]

Status: In-Transit

Dock Door:

Status:



Ship Date:

Origin: {PO} From Vendor

Transfer: N

Shipped Cases: 0.00

Shipped Units: 95,710,248.0

SKU	Description	Company	Division	PO	Batch	Standard Qty		
						Pallet	Case	Tier/Height
13025700-00	Single Use Face Mask	FEMA1	001	SingleUseFaceMas	043020	60 000.00	2,000.00	0.00 / 0.00
					Units Shipped: 95,710,250	Received: 4,014,000		

4,014,000

Mw 5-1-20

Warehouse: SD9

Obtained via FOIA by Judicial Watch, Inc.

5/1/2020

Inbound Shipment Report

Warehouse Management

Shipment Nbr [REDACTED]

Status: In-Transit

Dock Door:

Status:



Ship Date:

Origin: {PO} From Vendor

Transfer: N

Shipped Cases: 0.00

Shipped Units: 96,910,248.0

SKU	Description	Company	Division	PO	Batch	Standard Qty		
						Pallet	Case	Tier/Height
13025700-00	Single Use Face Mask	FEMA1	001	SingleUseFaceMas	*04/30/20	60,000.00	2,000.00	0.00 / 0.00
		Units Shipped: 96,910,250 ^k			Received: 1,200,000			

1,200,000

[Signature] 05-1-2020

PRA_BYDInvoice_00032

Inbound Shipment Report

Warehouse Management

Shipment Nbr: [REDACTED]

Status: In-Transit

Dock Door:

Status:




Ship Date:

Origin: {PO} From Vendor

Transfer: N

Shipped Cases: 0.00

Shipped Units: 91,696,248.0

SKU	Description	Company	Division	PO	Batch	Standard Qty		
						Pallet	Case	Tier/Height
13025700-00	BYD Single Use Face Mask	FEMA1	001	SingleUseFaceMas	* 05012020	60,000.00	2,000.00	0.00 / 0.00
	Units Shipped: 91,696,250 ^k				Received: 320,000 UNITS	920,000		
						MAY 02, 2020		

From: [CalOES BYDInvoice](#)
To: [Lewis, Michelle@CalOES](#); [Stout, Tabitha@CalOES](#)
Cc: [CalOES BYDInvoice](#)
Subject: FW: Payment Authorization
Date: Monday, April 27, 2020 2:38:10 PM
Attachments: [CS-LA \(Haihang\) HU7923 Rec 4-26-2020 Confirming Payment 4-27-2020.xlsx](#)
[ATPFile_CE6EEE48-3663-4393-AEBB-9A55F7C1723F.token](#)

Note: correction to UPS Lot number is **042620**.

Marcia Rockwell, AGPA

Cal OES

Logistics Management Directorate

916-845-8609



marcia.rockwell@caloes.ca.gov

From: Rockwell, Marcia@CalOES <Marcia.Rockwell@caloes.ca.gov>

Sent: Monday, April 27, 2020 1:04 PM

To: CalOES BYDInvoice <BYDInvoice@caloes.ca.gov>

Cc: Lewis, Michelle@CalOES <Michelle.Lewis@CalOES.ca.gov>; Stout, Tabitha@CalOES <Tabitha.Stout@caloes.ca.gov>; Simonson, Bill@DGS <Bill.Simonson@dgs.ca.gov>; Joseph, Grady@CalOES <Grady.Joseph@CalOES.ca.gov>; Medigovich, Mitchell@CalOES <Mitchell.Medigovich@CalOES.ca.gov>

Subject: Payment Authorization

Tabitha/Michelle,

Attached is the information you will need to make payment.

Can you let me know the amount paid and if there is any identifying number for that payment that I can incorporate on the sheet?

Thank you.

Marcia Rockwell, AGPA

Cal OES

Logistics Management Directorate

916-845-8609



marcia.rockwell@caloes.ca.gov

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

From: Simonson, Bill@DGS
To: [CalOES BYDinvoice](#)
Cc: Rockwell, Marcia@CalOES
Subject: FW: Surgical Masks Inspection
Date: Tuesday, May 5, 2020 2:50:07 PM

Lot 05052020 is approved with no defects.

1,854,000 pieces = 927 cartons

Bill Simonson
Emergency Manager, Office of Risk and Insurance Management

-----Original Message-----

From: Abe D. Santos <abedsantos@qaproinc.com>
Sent: Tuesday, May 5, 2020 2:40 PM
To: Simonson, Bill@DGS <Bill.Simonson@dgs.ca.gov>; diegomaldonado@ups.com
Subject: Surgical Masks Inspection

CAUTION: This email originated from a NON-State email address. Do not click links or open attachments unless you are certain of the sender's authenticity.

Bill,

All surgical masks inspected today, Tuesday, 05/05/2020, are good and accepted. No issues were observed.

Total of 1,854,000 pieces.

Thank you.

Abe D. Santos

From: [Simonson, Bill@DGS](mailto:Simonson_Bill@DGS)
To: [CalOES BYDInvoice](#)
Subject: Fwd: FW: [EXTERNAL] Re: RE: RFQ-1900304-BYD-CA GOV Order-Via Xline-Batch 3
Date: Saturday, May 2, 2020 10:25:37 AM
Attachments: [image002.png](#)

AMREP found no defects in lot 050120. The invoice is ok to pay.

Bill Simonson
Emergency Manager, Office of Risk and Insurance Management
Phone [REDACTED]
Fax 916.376.5276
Email bill.simonson@dgs.ca.gov

-Sent from my iPhone

From: Abe D. Santos <abedsantos@qaproinc.com>
Sent: Saturday, May 2, 2020 7:08:22 AM
To: Simonson, Bill@DGS <Bill.Simonson@dgs.ca.gov>
Subject: Re: FW: [EXTERNAL] Re: RE: RFQ-1900304-BYD-CA GOV Order-Via Xline-Batch 3

CAUTION: This email originated from a NON-State email address. Do not click links or open attachments unless you are certain of the sender's authenticity.

Bill,

Sorry for the late response.....

Alll Surgical Masks inspected Friday, May 01 are found to be good and acceptable.

We are awaiting notice from UPS for the next round of inspections expected to be this p.m. today.

Will advise results as soon as they are completed.

Thank you very much.

Regards,

Abe D. Santos
949.945.5559 (Landline)
[REDACTED] (Mobile)

Confidentiality: This electronic message transmission is intended only for the use of the party, to which it is addressed, including any attachments and may contain information from **QA PRO, Inc.**, which may be privileged, confidential, protected and exempt from disclosure under applicable law. If you are not the intended recipient you are hereby notified that any dissemination, copying or distribution of this e-mail or its contents is strictly prohibited. If you have received this message in error, please notify sender immediately and delete the original message from your computer. The sender does not accept liability for any errors, omissions, corruption or virus in the contents of this message or any attachments that arise as a result of e-mail transmission. Thank you.

On Fri, May 1, 2020 at 4:47 PM Simonson, Bill@DGS <Bill.Simonson@dgs.ca.gov> wrote:

Thanks Abe,

Will we have your report this afternoon?

Thank you!

Bill Simonson

Emergency Manager, Office of Risk and Insurance Management

From: Abe D. Santos <abedsantos@qaproinc.com>
Sent: Friday, May 1, 2020 1:29 PM
To: Simonson, Bill@DGS <Bill.Simonson@dgs.ca.gov>
Subject: Re: FW: [EXTERNAL] Re: RE: RFQ-1900304-BYD-CA GOV Order-Via Xline-Batch 3

CAUTION: This email originated from a NON-State email address. Do not click links or open attachments unless you are certain of the sender's authenticity.

We are here along with the National Guard folks.

Regards,

Abe D. Santos

949.945.5559 (Landline)

[REDACTED] (Mobile)

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On Fri, May 1, 2020 at 12:59 PM Simonson, Bill@DGS <Bill.Simonson@dgs.ca.gov> wrote:

Hi all,

Truck inbound to pick up 922k as we speak. Can we get on scene?

Thanks!

Bill Simonson

Emergency Manager, Office of Risk and Insurance Management

From: jlavon@ups.com <jlavon@ups.com>
Sent: Friday, May 1, 2020 12:48 PM
To: wendy@xline360.com; Simonson, Bill@DGS <Bill.Simonson@dgs.ca.gov>; matthewday@ups.com; xinyu.li@byd.com; jbgross@ups.com; UPSUSSTATEOFCALIFORNIATRANSPORTATION@ups.com; [UPS\[REDACTED\]@ups.com](mailto:UPS[REDACTED]@ups.com); UPSStocktonOperation@ups.com
Cc: mask@xline360.com; op@xline360.com; nicholasmarshall@ups.com; oscar.su@byd.com; Nianbo.yu@byd.com; Joseph, Grady@CalOES <grady.joseph@caloes.ca.gov>; Hacker, Chris@CalOES <chris.hacker@caloes.ca.gov>
Subject: RE: [EXTERNAL] Re: RE: RFQ-1900304-BYD-CA GOV Order-Via Xline-Batch 3

CAUTION: This email originated from a NON-State email address. Do not click links or open attachments unless you are certain of the sender's authenticity.

Pro [REDACTED] -

Landstar Truck 801512 – ETA 1 to 2 hours for pickup

Joseph LaVon

Transportation Coordinator

UPS® Healthcare and Life Sciences

1860 Outer Loop

Louisville KY 40219

[REDACTED]

jlavon@ups.com



- Appointments are not guaranteed with guaranteed/expedited service.
- Rates are just estimates and are subject to change.
- Until we receive approval there is no capacity commitment.
- Consignee name and number is required for expedited shipments.

From: wendy@xline360.com <wendy@xline360.com>

Sent: Friday, May 1, 2020 3:15 PM

To: Bill.Simonson@dgs.ca.gov; Day Matthew (QX8SNY) <matthewday@ups.com>; xinyu.li@byd.com; Gross John (FND8JBG) <jbgross@ups.com>; Lavon Joseph (FGT0SRT) <jlavon@ups.com>; UPS US STATE OF CALIFORNIA TRANSPORTATION <UPSUSSTATEOFCALIFORNIATRANSPORTATION@ups.com>; UPS [REDACTED]

Operations <[UPS\[REDACTED\]Operations@ups.com](mailto:UPS[REDACTED]Operations@ups.com)>; UPS Stockton Operation <UPSStocktonOperation@ups.com>

Cc: BYD Mask <mask@xline360.com>; OP <op@xline360.com>; Marshall Nicholas (GHQ7PHW) <nicholasmarshall@ups.com>; oscar.su@byd.com; Nianbo.yu@byd.com; 'Joseph, Grady@CalOES' <grady.joseph@caloes.ca.gov>; Hacker, Chris@CalOES <chris.hacker@caloes.ca.gov>

Subject: [EXTERNAL] Re: RE: RFQ-1900304-BYD-CA GOV Order-Via Xline-Batch 3

Hi Bill and UPS team,

I was told by swissport shipment can be picked up after 1PM.

4AWB:

██████████
██████████

██████████
██████████

thanks,

Thanks and Best Regards,



WENDY WAN
General Manager

Xchange Logistics
Corporation
901 Monterey Pass Rd,

Monterey Park, CA 91754
Office Tel: 626-478-2562
wendy@xline360.com
"Xpress The Xcellence"

From: Simonson, Bill@DGS

Date: 2020-05-01 10:28

To: wendy@xline360.com; matthewday@ups.com; xinyu.li@byd.com; jbgross@ups.com; jlavon@ups.com; UPSUSSTATEOFCALIFORNIATRANSPORTATION@ups.com; UPSOperations@ups.com; UPSStocktonOperation@ups.com

CC: [BYD Mask](#); [OP](#); nicholasmarshall@ups.com; oscar.su@byd.com; Nianbo.yu@byd.com; Joseph.Grady@CalOES; Hacker, Chris@CalOES

Subject: RE: Re: RFQ-1900304-BYD-CA GOV Order-Via Xline-Batch 3

Ok, then we will not plan on picking them up today (5/1).

Bill Simonson

Emergency Manager, Office of Risk and Insurance Management

From: wendy@xline360.com <wendy@xline360.com>

Sent: Friday, May 1, 2020 10:21 AM

To: Wendy <wendy@xline360.com>; Simonson, Bill@DGS <Bill.Simonson@dgs.ca.gov>; matthewday@ups.com; xinyu.li@byd.com; jbgross@ups.com; jlavon@ups.com; UPSUSSTATEOFCALIFORNIATRANSPORTATION@ups.com; UPSOperations@ups.com; UPSStocktonOperation@ups.com

Cc: [BYD Mask](mailto:mask@xline360.com) <mask@xline360.com>; [OP](mailto:op@xline360.com) <op@xline360.com>; nicholasmarshall@ups.com; oscar.su@byd.com; Nianbo.yu@byd.com

Subject: Re: Re: RFQ-1900304-BYD-CA GOV Order-Via Xline-Batch 3

CAUTION: This email originated from a NON-State email address. Do not click links or open attachments unless you are certain of the sender's authenticity.

Dear All,

Swissport advise me to call back at 5PM today.

Thanks and Best Regards,



WENDY WAN
General Manager

Xchange Logistics
Corporation
901 Monterey Pass Rd,

Monterey Park, CA 91754

Office Tel: 626-478-2562

wendy@xline360.com

"Xpress The Xcellence"

From: wendy@xline360.com

Date: 2020-05-01 09:59

To: Bill.Simonson@dgs.ca.gov; matthewday@ups.com; xinyu.li@byd.com; jbgross@ups.com; jlavon@ups.com; UPSUSSTATEOFCALIFORNIATRANSPORTATION@ups.com; UPSOperations@ups.com; UPSStocktonOperation@ups.com

CC: [BYD Mask](#); [OP](#); nicholasmarshall@ups.com; oscar.su@byd.com; Nianbo.yu@byd.com

Subject: Re: RE: RFQ-1900304-BYD-CA GOV Order-Via Xline-Batch 3

checking~ I'm being on hold on the phone.

Thanks and Best Regards,



WENDY WAN
General Manager

Xchange Logistics
Corporation
901 Monterey Pass Rd,

Monterey Park, CA 91754

Office Tel: 626-478-2562

wendy@xline360.com

"Xpress The Xcellence"

From: Simonson, Bill@DGS

Date: 2020-05-01 09:15

To: wendy@xline360.com; matthewday@ups.com; xinyu.li@byd.com; jbgross@ups.com; jlavon@ups.com; UPSUSSTATEOFCALIFORNIATRANSPORTATION@ups.com; [UPS\[REDACTED\]Operations@ups.com](mailto:UPS[REDACTED]Operations@ups.com); UPSStocktonOperation@ups.com

CC: [BYD Mask](#); [OP](#); nicholasmarshall@ups.com; oscar.su@byd.com; Nianbo.yu@byd.com

Subject: RE: RE: RFQ-1900304-BYD-CA GOV Order-Via Xline-Batch 3

Hi Wendy, do we have an estimated time for pickup so we can dispatch trucks?

Thanks!

-Bill

Bill Simonson

Emergency Manager, Office of Risk and Insurance Management

From: wendy@xline360.com <wendy@xline360.com>

Sent: Thursday, April 30, 2020 7:10 PM

To: Simonson, Bill@DGS <Bill.Simonson@dgs.ca.gov>; matthewday@ups.com; xinyu.li@byd.com; jbgross@ups.com; jlavon@ups.com; UPSUSSTATEOFCALIFORNIATRANSPORTATION@ups.com; [UPS\[REDACTED\]Operations@ups.com](mailto:UPS[REDACTED]Operations@ups.com); UPSStocktonOperation@ups.com

Cc: [BYD Mask](#) <mask@xline360.com>; [OP](#) <op@xline360.com>; nicholasmarshall@ups.com; oscar.su@byd.com; Nianbo.yu@byd.com
Subject: Re: RE: RFQ-1900304-BYD-CA GOV Order-Via Xline-Batch 3

CAUTION: This email originated from a NON-State email address. Do not click links or open attachments unless you are certain of the sender's authenticity.

Hi Bill and UPS team,

Just called swissport they are breaking down this batch 3 on priority service , probably finish late tonight.

I will check with them tomorrow morning and advise you first time I have it.

Thanks and Best Regards,

WENDY WAN
General Manager

Xchange Logistics
Corporation
901 Monterey Pass Rd,



Monterey Park, CA 91754

Office Tel: 626-478-2562 [REDACTED]

wendy@xline360.com

"Xpress The Xcellence"

From: Simonson, Bill@DGS

Date: 2020-04-30 17:39

To: wendy@xline360.com; matthewday@ups.com; xinyu.li@byd.com; jbgross@ups.com; jlavon@ups.com; UPSUSSTATEOFCALIFORNIATRANSPORTATION@ups.com; [UPS\[REDACTED\]Operations@ups.com](mailto:UPS[REDACTED]Operations@ups.com); UPSStocktonOperation@ups.com

CC: BYD Mask; OP; nicholasmarshall@ups.com; oscar.su@byd.com; Nianbo.yu@byd.com

Subject: RE: Re: RFQ-1900304-BYD-CA GOV Order-Via Xline-Batch 3

Ok, thank you!

Bill Simonson

Emergency Manager, Office of Risk and Insurance Management

From: wendy@xline360.com <wendy@xline360.com>
Sent: Thursday, April 30, 2020 5:38 PM
To: Simonson, Bill@DGS <Bill.Simonson@dgs.ca.gov>; matthewday@ups.com; xinyu.li@byd.com; jbgross@ups.com; jlavon@ups.com; UPSUSSTATEOFCALIFORNIATRANSPORTATION@ups.com; [UPS\[REDACTED\]Operations@ups.com](mailto:UPS[REDACTED]Operations@ups.com); UPSStocktonOperation@ups.com
Cc: BYD Mask <mask@xline360.com>; OP <op@xline360.com>; nicholasmarshall@ups.com; oscar.su@byd.com; Nianbo.yu@byd.com
Subject: Re: Re: RFQ-1900304-BYD-CA GOV Order-Via Xline-Batch 3

CAUTION: This email originated from a NON-State email address. Do not click links or open attachments unless you are certain of the sender's authenticity.

I was just told there is another flight [REDACTED] landed [REDACTED]
1425pm need ups arrange pick up.

there are totally 4AWB included and 461 cartons.

We will send DO AND ATME tomorrow morning and advise pick up time. I

think shipment can be ready tomorrow.

Thanks and Best Regards,



WENDY WAN

General Manager

Xchange Logistics

Corporation

901 Monterey Pass Rd,

Monterey Park, CA 91754

Office Tel: 626-478-2562

wendy@xline360.com

"Xpress The Xcellence"

From: wendy@xline360.com

Date: 2020-04-30 17:02

To: Bill.Simonson@dgs.ca.gov; matthewday@ups.com;
xinyu.li@byd.com; jbgross@ups.com; jlavon@ups.com;
UPSUSSTATEOFCALIFORNIATRANSPORTATION@ups.com; UPSOperations@ups.com; UPSStocktonOperation@ups.com

CC: [BYD Mask; OP; nicholasmarshall@ups.com; oscar.su@byd.com; Nianbo.yu@byd.com](#)

Subject: Re: Re: RFQ-1900304-BYD-CA GOV Order-Via Xline-Batch 2

Hi Bill and UPS team,

I just called and swissport told me they just finish break down.
there is no problem for picking up after 6pm, they are now
inputing system, so I will need to call back to check skid no. , will
update once I have more information.

Thanks and Best Regards,



WENDY WAN

General Manager

Xchange Logistics

Corporation

901 Monterey Pass Rd,

Monterey Park, CA 91754

Office Tel: 626-478-2562

wendy@xline360.com

"Xpress The Xcellence"

From: wendy@xline360.com

Date: 2020-04-30 15:24

To: Bill.Simonson@dgs.ca.gov; matthewday@ups.com;
xinyu.li@byd.com; jbgross@ups.com; jlavon@ups.com;
UPSSTATEOFCALIFORNIATRANSPORTATION@ups.com;
[UPS\[REDACTED\]Operations@ups.com](mailto:UPS[REDACTED]Operations@ups.com);
UPSstocktonOperation@ups.com

CC: [BYD Mask](#); [OP](#); nicholasmarshall@ups.com;
oscar.su@byd.com; Nianbo.yu@byd.com

Subject: Re: Re: RFQ-1900304-BYD-CA GOV Order-Via Xline-Batch 2

Hi Bill and UPS team,

I found a guy working in the warehouse just told me they can finish break down estimate at 6PM today, it's just a heads up and not confirmed yet, I will call Swissport at 5 today and check again anyway.

Will let you know as soon as possible.

Thanks and Best Regards,



WENDY WAN

General Manager

Xchange Logistics
Corporation
901 Monterey Pass Rd,

Monterey Park, CA 91754

Office Tel: 626-478-2562 [REDACTED]

wendy@xline360.com

"Xpress The Xcellence"

From: wendy@xline360.com

Date: 2020-04-30 15:09

To: Bill.Simonson@dgs.ca.gov; matthewday@ups.com;
xinyu.li@byd.com; jbgross@ups.com; jlavon@ups.com;
UPSSTATEOFCALIFORNIATRANSPORTATION@ups.com;
[UPS\[REDACTED\]Operations@ups.com](mailto:UPS[REDACTED]Operations@ups.com);
UPSstocktonOperation@ups.com

CC: [BYD Mask](#); [OP](#); nicholasmarshall@ups.com;
oscar.su@byd.com; Nianbo.yu@byd.com

Subject: Re: Re: RFQ-1900304-BYD-CA GOV Order-Via Xline-Batch 2

Dear Bill and UPS team,

Swissport not finish break down yet and they told me to check again at 5PM...

Great news is we were just told they found the 7
loosing cartons of last bratch in Swisspoort
warehouse, please arrange trucker to pick them
up using the last DO with swissport stamped.

I attached the copy for your reference.

██████████ - 6pcs short (total 120pcs, 10 pcs
short—6pcs in Swissport, 4pcs coming from
China ██████████ with new DO)

██████████ - 1pcs short (total 120pcs, 5 pcs
short—1pcs in Swissport, 4pcs coming from
China ██████████ with new DO)

Thanks and Best Regards,



WENDY WAN
General Manager

Xchange Logistics
Corporation
901 Monterey Pass Rd,

Monterey Park, CA 91754
Office Tel: 626-478-2562 ██████████
wendy@xline360.com
"Xpress The Xcellence"

From: wendy@xline360.com

Date: 2020-04-30 13:30

To: Bill.Simonson@dgs.ca.gov;
matthewday@ups.com; xinyu.li@byd.com;
jbgross@ups.com; jlavon@ups.com;
UPSUSSTATEOFCALIFORNIATRANSPORTATION@ups.com;
UPS██████████Operations@ups.com;
UPSStocktonOperation@ups.com

CC: [BYD Mask](#); [OP](#);
nicholasmarshall@ups.com;
oscar.su@byd.com; Nianbo.yu@byd.com

Subject: Re: Re: RFQ-1900304-BYD-CA GOV
Order-Via Xline-Batch 2

Hi Bill,

Due to Covid-19, the ramp team in charge
of unloading the flight is now short
handed, and worker there already
overwhelmed by strong labor forth.
Swissport said there are 5hrs late from the
ramp side and it caused the major delay,
there is nothing they can do when
shipment coming in warehouse late but

wait.

I will update later around 3pm.

*Thanks and Best
Regards,*



WENDY WAN
General Manager

Xchange Logistics
Corporation
901 Monterey Pass Rd,

Monterey Park, CA 91754

Office Tel: 626-478-2562

wendy@xline360.com

"Xpress The Xcellence"

From: wendy@xline360.com

Date: 2020-04-30 13:04

To: Bill.Simonson@dgs.ca.gov;
matthewday@ups.com;
xinyu.li@byd.com; jbgross@ups.com;
jlavon@ups.com;
UPSUSSTATEOFCALIFORNIATRANSPORTATION@ups.com;
[UPS\[REDACTED\]@ups.com](mailto:UPS[REDACTED]@ups.com);
Operations@ups.com;
UPSStocktonOperation@ups.com

CC: [BYD Mask](#); [OP](#);
nicholasmarshall@ups.com;
oscar.su@byd.com;
Nianbo.yu@byd.com

Subject: Re: RE: RFQ-1900304-
BYD-CA GOV Order-Via Xline-Batch 2

Dear Bill,

of course I can update at 3pm
today, I will call every two hours,
but til now, the answer from
Swissport is still pending break
down and check again at 5pm
today.

*Thanks and Best
Regards,*

WENDY WAN
General Manager



Xchange Logistics

Corporation

901 Monterey Pass Rd,

Monterey Park, CA 91754

Office Tel: 626-478-2562

wendy@xline360.com

"Xpress The Xcellence"

From: Simonson, Bill@DGS

Date: 2020-04-30 12:32

To: wendy@xline360.com;
matthewday@ups.com;
xinyu.li@byd.com;
jbgross@ups.com;
jlavon@ups.com;
UPSUSSTATEOFCALIFORNIATRANSPORTATION@ups.com;
[UPS \[REDACTED\]@ups.com](mailto:UPS [REDACTED]@ups.com);
Operations@ups.com;
UPSStocktonOperation@ups.com

CC: [BYD Mask; OP;](#)
nicholasmarshall@ups.com;
oscar.su@byd.com;
Nianbo.yu@byd.com

Subject: RE: RE: RFQ-
1900304-BYD-CA GOV
Order-Via Xline-Batch 2

Hi Wendy,

We really need to pick this shipment up this evening and 5pm is too late for us to make the proper arrangements.

Can you provide an update to the team and me by 3pm?

Thank you!

-Bill

Bill Simonson

*Emergency Manager,
Office of Risk and
Insurance Management*

From:
wendy@xline360.com

<wendy@xline360.com>

Sent: Thursday, April
30, 2020 10:19 AM

To:

matthewday@ups.com;

Simonson, Bill@DGS

<Bill.Simonson@dgs.ca.gov>;

xinyu.li@byd.com;

jbgross@ups.com;

jlavon@ups.com;

UPSUSSTATEOFCALIFORNIATRANSPORTATION@ups.com;

UPS [REDACTED]

Operations@ups.com;

UPSStocktonOperation@ups.com

Cc: BYD Mask

<mask@xline360.com>;

OP

<op@xline360.com>;

nicholasmarshall@ups.com;

oscar.su@byd.com;

Nianbo.yu@byd.com

Subject: Re: RE:

RFQ-1900304-BYD-

CA GOV Order-Via

Xline-Batch 2

CAUTION: This email originated from a NON-State email address. Do not click links or open attachments unless you are certain of the sender's authenticity.

Dear Matthew and Bill,

Just called swissport, this break down has been delayed until night or even later, cause there are 5hrs delay from the plane side.

I will check with swissport at 5pm today and update then.

1C DO and ATME will send later.

*Thanks and
Best
Regards,*



WENDY WAN

General Manager

Xchange Logistics
Corporation

901 Monterey Pass Rd,

Monterey Park, CA 91754

Office Tel: 626-478-2562

wendy@xline360.com

"Xpress The Xcellence"

发件人:

matthewday@ups.com

发送时间: 2020-04-30 05:29

收件人:

Bill.Simonson@dgs.ca.gov;

wendy@xline360.com;

xinyu.li@byd.com;

jbgross@ups.com;

jlavon@ups.com;

UPSSTATEOFCALIFORNIATRANSPORTATION@ups.com;

UPS

Operations@ups.com;

UPSStocktonOperation@ups.com

抄送:

mask@xline360.com;

op@xline360.com;

nicholasmarshall@ups.com;

oscar.su@byd.com;

Nianbo.yu@byd.com

主题: RE: 回复:

RFQ-1900304-BYD-
CA GOV Order-Via
Xline-Batch 2

Good Morning
Wendy,

Thank you for
the update
yesterday on
our inbound
shipment. My
team is ready to
go, do we any
projected ready
time?

Thanks,

**Matthew A
Day**

Senior Manager,
Transportation

UPS Healthcare

1860 Outer Loop

Louisville, KY
40219

Desk: 502-961-
7381

Cell: [REDACTED]
[REDACTED]

Email:
matthewday@ups.com



From:

Simonson,
Bill@DGS
<Bill.Simonson@dgs.ca.gov>

Sent:

Wednesday,
April 29, 2020
11:16 PM

To:

wendy@xline360.com;
xinyu.li@byd.com;

Gross John
(FND8JBG)
<jbgross@ups.com>;

Lavon Joseph
(FGT0SRT)
<jlavon@ups.com>;

UPS US

STATE OF

CALIFORNIA

TRANSPORTATION

<UPSUSSTATEOFCALIFORNIATRANSPORTATION@ups.com>;

UPS [REDACTED]
[REDACTED]

Operations

<[UPS\[REDACTED\]@ups.com](mailto:UPS[REDACTED]@ups.com)>;

Operations@ups.com>;

UPS Stockton

Operation

<UPSStocktonOperation@ups.com>

Cc: BYD Mask

<mask@xline360.com>;

OP

<op@xline360.com>;
Marshall
Nicholas
(GHQ7PHW)
<nicholasmarshall@ups.com>;
oscar.su@byd.com;
Nianbo.yu@byd.com

Subject:

[EXTERNAL]

RE: 回复:

RFQ-1900304-

BYD-CA GOV

Order-Via

Xline-Batch 2

Importance:

High

CAUTION!
This email
originated
outside of
the
organization.
Please do
not open
attachments
or click links
from an
unknown or
suspicious
origin.

Hi Wendy,

Please let us
know what time
UPS can pick
up the shipment
tomorrow. The
sooner we
know the better.

Thank you,

-Bill

**Bill
Simonson**

*Emergency
Manager, Office
of Risk and
Insurance
Management*

From:

wendy@xline360.com
<wendy@xline360.com>

Sent:

Wednesday,
April 29, 2020
10:29 AM

To:

xinyu.li@byd.com;
jbgross@ups.com;
jlavon@ups.com;
Simonson,
Bill@DGS
<Bill.Simonson@dgs.ca.gov>;
UPSUSSTATEOFCALIFORNIATRANSPORTATION@ups.com;
UPS [REDACTED]

Operations@ups.com;
UPSStocktonOperation@ups.com

Cc: BYD Mask

<mask@xline360.com>;

OP

<op@xline360.com>;
nicholasmarshall@ups.com;
oscar.su@byd.com;
Nianbo.yu@byd.com

Subject: 回复:

RFQ-1900304-
BYD-CA GOV
Order-Via
Xline-Batch 2

CAUTION: This email originated from a NON-State email address. Do not click links or open attachments unless you are certain of the sender's authenticity.

Dear,

[REDACTED]
departed from
China already,
estimated arrival
[REDACTED]

There are totally
808 cartons

onboard. 1C, DO
ATMD and total
skid number will
be informed
when flight
landed and finish
break down
tomorrow.

Thanks
and
Best
Regards,



WENDY WAN
General Manager

Xchange Logistics
Corporation
901 Monterey Pass Rd,

Monterey Park, CA 91754
Office Tel: 626-478-2562
wendy@xline360.com
"Xpress The Xcellence"

发件人:
wendy@xline360.com

发送时间:
2020-04-
28 18:37

收件人:
xinyu.li@byd.com;
jbgross@ups.com;
jlavon@ups.com;
Bill.Simonson@dgs.ca.gov;
UPSUSSTATEOFCALIFORNIATRANSPORTATION@ups.com;
UPS
Operations@ups.com;
UPSStocktonOperation@ups.com

抄送: [BYD](#)
[Mask](#); [OP](#);
nicholasmarshall@ups.com;
oscar.su@byd.com;
Nianbo.yu@byd.com

主题:
RFQ-
1900304-
BYD-CA
GOV
Order-Via
Xline-
Batch 2

Dear,

There will
be flight

coming
in
tomorrow

,
Estimated
arrival

Detail
info will
be
advised
after
flight
actual
departure.

*Thanks
and
Best
Regards,*



WENDY WAN

General Manager

Xchange Logistics

Corporation

901 Monterey Pass Rd,

Monterey Park, CA 91754

Office Tel: 626-478-2562

wendy@xline360.com

"Xpress The Xcellence"

发
件
人:
[Wendy
Wan](#)

发
送
时
间:
2020-
04-
25
15:05

收件人:

[Sean Li-BYD;](#)
[jbgross;](#)
[jlavon;](#)
[arthur;](#)
[Bill.Simonson;](#)
[UPSUSSTATEOFCALIFORNIA TRANSPORTATION;](#)
[UP](#) [REDACTED]
[Operations;](#)
[UPStocktonOperation](#)

抄送:

[mask;](#)
[op;](#)
[nicholasmarsall;](#)
[oscar.su;](#)
[Nianbo.yu;](#)
['SKYE XU'](#)

主题:

Re:RE:
RFQ-
1900304-
BYD-
CA
GOV
Order-
Via
Xline-
Batch
1

Dear

,

[REDACTED]
estimated
arrival

[REDACTED]

totally
13
MAB
included
and
1552
cartons
on
board.

1C
and
DO
will
be
send

once
available
after
landed.

Thanks,

Wendy

-
-

-原
始
邮
件-

-
-

发
件
人:"Sean
Li-
BYD"

<xinyu.li@byd.com>

发
送
时
间:2020年4月25日(星
期
六)
中
午1:40

收
件
人:"jbgross"

<jbgross@ups.com>;"jlavon"

<jlavon@ups.com>;"arthur"

<arthur@xline360.com>;"Bill.Simonson"

<Bill.Simonson@dgs.ca.gov>;"UPSUSSTATEOFCALIFORNIATRANSPORTATION"

<UPSUSSTATEOFCALIFORNIATRANSPORTATION@ups.com>;"UPS [REDACTED]"

[REDACTED]
Operations"

[REDACTED]
Operations@ups.com>;"UPSStocktonOperation"

<UPSStocktonOperation@ups.com>;

主

题:RE:

RFQ-

1900304-

BYD-

CA

GOV

Order-

Via

Xline-

Batch

1

Hi
Bill
and
UPS
Team
Like
I
mentioned
previously
the
1st
shipment
has
already
been
picked
up
and
have
a
ETD
[REDACTED]
The
Flight

is
[REDACTED]
ETA
shall
still
be
[REDACTED]
Team
X-
line
will
provide
you
detail
cargo
arrival
info
soon
with
Deliver
order
and
C1
as
soon
as
possible.
(customs
released
info)

Sean
Li
Procurement
and
Logistic
Supervisor

BYD
Coach
and
Bus
LLC
|
Build
Your
Dreams®
46147
7th
St
W,
Lancaster,
CA
93534
Ph:
661-
940-
3250

Ex [REDACTED]
|
xinyu.li@byd.com
|
www.byd.com

From:
Sean
Li-
BYD
[\[mailto:xinyu.li@byd.com\]](mailto:xinyu.li@byd.com)
Sent:
Thursday,
April
23,
2020
3:50
PM
To:
'jbgross@ups.com';
'jlavon@ups.com';
'arthur@xline360.com';
'Bill.Simonson@dgs.ca.gov';
'UPSUSSTATEOFCALIFORNIATRANSPORTATION@ups.com';
[REDACTED]
[REDACTED]
'Operations@ups.com';
'UPSStocktonOperation@ups.com'
Cc:
'mask@xline360.com';

'op@xline360.com';
'nicholasmrshall@ups.com';
'oscar.su@byd.com';
'Nianbo.yu@byd.com'

Subject:
RFQ-
1900304-
BYD-
CA
GOV
Order-
Via
Xline-
Batch
1

HI
Bill
and
UPS
Team
I
just
get
confirmation
from
Internal
team.
Our
1st
batch
of
Single
Use
Mask
will
Depart
on
[REDACTED]
and
ETA
[REDACTED]
on
[REDACTED]
around
19:00
Current
plan
we
will
ship
3.7
Million
Pcs
of
single
use

Mask.
Please
let
me
know
if
we
need
have
a
meeting
tomorrow
to
discuss
this
prior
to
the
shipment
arrive.

One
more
thing
I
want
to
mention
is
There
is
certain
Free
day
(48hr)
once
cargo
is
ready
for
pick-
up.
Please
make
sure
UPS
pickup
in
timely
Manner
to
avoid
any
additional
charge
@Xline
team
to

make
sure
DO
and
notice
sent
to
UPS
team
in
timely
manner.

Sean
Li
Procurement
and
Logistic
Supervisor

BYD
Coach
and
Bus
LLC
|
Build
Your
Dreams®
46147
7th
St
W,
Lancaster,
CA
93534
Ph:
661-
940-
325
Ex [REDACTED]
|
xinyu.li@byd.com
|
www.byd.com

From: Rockwell, Marcia@CalOES
To: Stout, Tabitha@CalOES; Domingo, Gemma@CalOES; Carlson, Heather@CalOES
Cc: Joseph, Grady@CalOES; Medigovich, Mitchell@CalOES; [CalOES BYDInvoice](#)
Subject: Invoice for Friday Payment with Accompanying Paperwork
Date: Wednesday, May 6, 2020 3:46:45 PM
Attachments: [BYD 0502 Total 920,000.pdf](#)
[BYD0504 Rec 5-2-2020 Total 1,854,000.pdf](#)
[GHS0200549 - CA Gov Justin Wang 5-6-2020.pdf](#)
Importance: High

Good afternoon. Here is the invoice and paperwork to put payment through for this Friday for the surgical masks.

I have worked with the vendor and confirmed the totals are correct.

Questions, please do not hesitate in contacting me.

Sincerely,

Marcia Rockwell, AGPA

Cal OES

Logistics Management Directorate

916-845-8609



marcia.rockwell@caloes.ca.gov

swissport

Obtained via FOIA by Judicial Watch, Inc.

CARGO SERVICES

DELIVERY NOTIFICATION

Receiving Agent:

Customer No.:

SWISSPORT CARGO SERVICES

Delivery Date: 1555

Our Reference: 30,321,698

Receipt No: 3493

AWB Number	Pieces	Weight	SLAC Pcs	Origin / Dest	Arriving Flight Details
------------	--------	--------	----------	---------------	-------------------------

	120	1,300.0 kg	0		
--	-----	------------	---	--	--

HAWB:

Storage: S12(8)
S11(9)
S4(103)

OK to Release
Per-Customs Clearance

Office Agent

Whse Agent



* 3 4 9 3 *

RECEIPT STATEMENT

The undersigned acknowledge the receipt of above mentioned consignment complete and in good condition.

Date: 01-May-2020

Time: 15:55

Driver: EFRAIN TOBAR MENDOZA

Registration: LANDSTAR-RANGER

Signature:



CARGO SERVICES

DELIVERY NOTIFICATION

Receiving Agent:

Customer No.:

SWISSPORT CARGO SERVICES

Delivery Date: 1601
Our Reference: 30,321,694

Receipt No: 3495

AWB Number	Pieces	Weight	SLAC Pcs	Origin / Dest	Arriving Flight Details
------------	--------	--------	----------	---------------	-------------------------

[REDACTED]	120	1,305.0 kg	0	[REDACTED]	[REDACTED]
------------	-----	------------	---	------------	------------

HAWB: [REDACTED]
RECOUNT PIECESStorage: C3(8)
S11(111)OK to Release
Per-Customs Clearance

Office Agent: [Signature]

Whse Agent: [Signature]



* 3 4 9 5 *

RECEIPT STATEMENT

The undersigned acknowledge the receipt of above mentioned consignment complete and in good condition.

Date: 01-May-2020

Time: 16:01

Driver: EFRAIN TOBAR MENDOZA

Registration: LANDSTAR RANGER

Signature: [Signature]

DELIVERY NOTIFICATION

Receiving Agent:

Customer No.:

SWISSPORT CARGO SERVICES

Delivery Date: 1604
Our Reference: 30,321,682

Receipt No: 3496

AWB Number	Pieces	Weight	SLAC Pcs	Origin / Dest	Arriving Flight Details
	101	1,096.0 kg	0		

HAWB:

Storage: S12(12)
S10(45)
S5(45)

completo

OK to Release
Per-Customs Clearance

Office Agent:

Whse Agent:



* 3 4 9 6 *

RECEIPT STATEMENT

The undersigned acknowledge the receipt of above mentioned consignment complete and in good condition.

Date: 01-May-2020

Time: 16:04

Driver: EFRAIN TOBAR MENDOZA

Registration: LANDSTAR RANGER

Signature:

swissport

Cargo Services

Obtained via FOIA by Judicial Watch, Inc.

DELIVERY NOTIFICATION

Receiving Agent:

SWISSPORT CARGO SERVICES

Customer No.:

Delivery Date: 1558
Our Reference: 30,321,684

Receipt No: 3494

AWB Number	Pieces	Weight	SLAC Pos	Origin / Dest	Arriving Flight Details
[REDACTED]	119	1,292.0 kg	0	[REDACTED]	[REDACTED]

HAWB: [REDACTED]
PART-A

Storage: S12(7)
S10(112)

OK to Release
Per-Customs Clearance

Office Agent: [Signature]

Whse Agent: [Signature]



* 3 4 9 4 *

RECEIPT STATEMENT

The undersigned acknowledge the receipt of above mentioned consignment complete and in good condition.

Date: 01-May-2020

Time: 15:58

Driver: EFRAIN TOBAR MENDOZA

Registration: LANDSTAR RANGER

Signature: [Signature]



UNIFORM STRAIGHT BILL OF LADING

ORIGINAL - NOT NEGOTIABLE

Obtained via FOIA by Judicial Watch, Inc.

Truck 0

24 HOUR EMERGENCY RESPONSE TELEPHONE () -
ER REGISTRANT (For Hazardous Materials)

Carrier's Pro No. [REDACTED]
Shipper's Bill of Lading No. [REDACTED]
Consignee's Reference/PO No. [REDACTED]
Carrier's Code (SCAC) [REDACTED]

Name of Hauling Carrier: LANDSTAR

RECEIVED, subject to individually determined rates or contracts that have been agreed upon in writing between the carrier and shipper, if applicable, otherwise to the rates, classifications and rules that have been established by the carrier and are available to the shipper, on request.

On any shipment not actually transported on motor vehicles under lease to a Landstar motor carrier, Landstar shall be operating as a broker or a freight forwarder, as applicable.

From: [REDACTED] City: [REDACTED] County: [REDACTED] State: CA Zip: [REDACTED]
Date: 5.4.20

the property described below, in apparent good order, except as noted (contents and conditions of contents of packages unknown) marked, consigned, and delivered as shown below, which said carrier agrees to carry to destination, if on its route, or otherwise to deliver to another carrier on the route to destination. Every service to be performed hereunder shall be subject to all the conditions not prohibited by law, whether printed or written, herein contained, including the conditions on the back hereof, which are hereby agreed to by the shipper and accepted for himself and his assigns.

Consigned to: CAL DEP OF HEALTH
On Collect on Delivery Shipments, the letters "COD" must appear before consignee's name.

Designate Street: [REDACTED]
City: [REDACTED] County: [REDACTED] State: CA Zip: [REDACTED]

Delivering Carrier: LANDSTAR Trailer No. 668563

Additional Shipment Information

Unless a greater value is specified below, for which an extra charge will apply, the liability of the carrier for damage or loss to the goods shall be released to the lesser of: (i) For shipments originating in the U.S., \$2.50 per pound or \$100,000 (\$U.S.) per truckload shipment or \$1 per pound/\$50,000 (\$U.S.) per truckload shipment of used goods, not to exceed the actual loss for the shipment; and (ii) For shipments originating in Canada, \$4.41 (\$CAD) per kilogram computed on the total weight of the shipment, not to exceed the actual loss for the shipment.

Collect on Delivery \$ _____ and remit to: _____ C.O.D. charge Shipper ☐
Street _____ City _____ State _____ to be paid by Consignee ☐

Handling Units No. Type	Packages No. Type	HM	Kind of Package, Description of Articles, Special Marks and Exceptions (Subject to correction)	Weight (Subject to Correction) (lbs.)	Class or Rate Ref. (For Info. Only)
	<u>387</u>		<u>PAGE MASK ORDER</u>		
			<u>10185840</u>	<u>177</u>	
			<u>5851</u>	<u>90</u>	
			<u>5873</u>	<u>120</u>	

Mark "X" to designate Hazardous Materials as defined in Department of Transportation Regulations.

NOTE: (1) Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property as follows:

"The agreed or declared value of the property is specifically stated by the shipper to be not exceeding _____ per _____."

NOTE (2) Liability Limitation for loss or damage on this shipment may be applicable.

See 49 U.S.C. § 14706(C)(1)(A) and (B) for shipments originating in the U.S. Refer to the Uniform Conditions of Carriage - General Freight, as set out on O. Reg. 643/05 to the Ontario Highway Traffic Act, as amended (the "Uniform Conditions") for shipments originating in Canada.

NOTE (3) Commodities requiring special or additional care or attention in handling or stowing must be so marked and packaged as to ensure safe transportation with ordinary care. See Sec. 2(e) of NMFC Item 360.

Notify if problem enroute or at delivery _____ Name _____ Fax No. _____ Tel. No. _____ (for informational purposes only)

Send freight bill to: _____ Company Name _____ City _____ Street _____ State _____ Zip _____

Shipper _____ Carrier _____
Per _____ Per _____ Date _____

Shipper Certification This is to certify that the above named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation, according to the applicable regulations of the Department of Transportation. Per _____ Date _____	Carrier Pickup Certification Carrier acknowledges receipt of packages and required placards. Carrier certifies emergency response information was made available and/or carrier has the Department of Transportation emergency response guidebook or equivalent document in the vehicle. Per _____ Date _____ Package No's _____
--	---

Receiver Certification RECEIVED THE ABOVE DESCRIBED PROPERTY IN GOOD CONDITION EXCEPT AS NOTED CONSIGNEE: _____ DATE: _____ TIME: _____ PLEASE PRINT: _____	Carrier Certification DRIVER: <u>SARO SARKISYAN</u> TRAILER NO: <u>668563</u> UNIT NO: <u>416523</u>
---	---

NOTICE: ALL SHORTAGES AND/OR DAMAGES MUST BE REPORTED TO JACKSONVILLE OFFICE...BEFORE CONSIGNEE SIGNS THESE BILLS. NMFTA 2008 American Trucking Associates. Reproduced with permission. Only Participants in the NMFC at the time the transportation occurs may use the provisions herein.

13 Pallets, 387 cases, 1 Meren May 04, 2020

Warehouse Locations For: 904-10185840

Arrived On: [REDACTED]

	Pieces	Hwb	Skid Count
CM FLOOR	138		6
W64	11		1
W30	24		1
T34	4		1
W67	3		1
Total Pieces:	180	Total Skids:	10

24
 24
 24
 18
 11
 4
 ① 24
 ② 24
 ③ 24
 ④ 18
 ⑤ 11
 ⑥ 4
 ⑦ 24
 ⑧ 24
 ⑨ 24
 ⑩
 ⑪

DRIVER PICK UP (177)
 BATES
 SemiAlchor

MERCURY AIR CARGO
 DELIVERY AUTHORIZATION
 RECEIVED IN GOOD ORDER/CONDITION

180 PCS () SLAC 1905 KGS
 RECEIVED BY SARO DATE 5/4
 SIGNATURE [Signature] TIME 12:05
 COMPANY LANDSTAR
 ARRIVAL DATE _____ SIRGE BEGINS _____
 STORAGE PAID \$ _____
 MAC OFF AGT [Signature] MAC WHSE AGT _____

**GOLDEN BRIDGE INTERNATIONAL INC**

733 9TH AVE.
CITY OF INDUSTRY, CA 91745, UNITED STATES
TEL: 626-810-0688# FAX: 626-810-0399
EMAIL: cecilia@goldenbridge-intl.com
Prepared by Cecilia Chan 05-02-2020 12:21 (PDT)

AUTHORITY TO MAKE ENTRY**SHIPPER :**

BYD AUTO INDUSTRY CO., LTD
NO. 3001, 3007, HENGPIPING ROAD,
PINGSHAN
SHENZHEN, GUANGDONG 518118, CHINA
TEL: 86-755-89888888 FAX: 86-755-28403950

CONSIGNEE :

GLOBAL HEALTHCARE PRODUCT SOLUTIONS
LLC
1800 S. FIGUEROA ST
LOS ANGELES, CALIFORNIA 90015, UNITED
STATES
TEL: 626-328-4028

NOTIFY PARTY :

GLOBAL HEALTHCARE PRODUCT SOLUTIONS
LLC
1800 S. FIGUEROA ST
LOS ANGELES, CALIFORNIA 90015, UNITED
STATES
TEL: 626-328-4028

MERCHANDISE IMPORTED AT :

ON :

VIA :

FILE NO. :

DATE:

05-02-2020

MAWB NO. :

PREP. BY:

CECILIA CHAN

SUB-AWB NO. :

DEP. AIRPORT:

ETD:

HAWB NO. :

ENTRY PORT:

ETA:

MANIFEST NO. :

DEST. AIRPORT:

ETA:

FLIGHT NO. :

FINAL DEST. :

ETA:

LAST FREE DAY: 05-03-2020

FREIGHT LOG. : MERCURY AIR CARGO

I.T. NO. :

Tel:

Fax:

I.T. ISSUE PLACE: :

FIRM CODE:

I.T. DATE: :

MARK	PACKAGE	DESCRIPTION	GROS. WEIGHT	CHARG. WEIGHT
	120 CARTON(S)	DISPOSABLE FACE MASK FOR PERSONAL USE	1,272.00 KGS 2,804.28 LBS	1,993.00 KGS 4,393.81 LBS

REMARK

WE, GOLDEN BRIDGE INTERNATIONAL INC

THE CONSIGNEE FOR ABOVE MENTIONED BILL OF LADING COVERING
MERCHANDISE FOR VARIOUS ULTIMATE CONSIGNEE, HEREBY AUTHORIZES
INLT INC.

TO MAKE CUSTOMS

ENTRY AND LANDSTAR RANGER
FOR THE ABOVE DESCRIBED MERCHANDISE.

TO TAKE DELIVERY

GOLDEN BRIDGE INTERNATIONAL INC

Attorney - In - Fact

DOCUMENT PICKED BY :

DATE :

TIME :

**GOLDEN BRIDGE INTERNATIONAL INC**

733 9TH AVE.
CITY OF INDUSTRY, CA 91745, UNITED STATES
TEL: 626-810-0688# FAX: 626-810-0399
EMAIL: cecilia@goldenbridge-intl.com
Prepared by Cecilia Chan 05-02-2020 11:31 (PDT)

AUTHORITY TO MAKE ENTRY**SHIPPER:**

BYD AUTO INDUSTRY CO., LTD
NO. 3001, 3007, HENGPIING ROAD,
PINGSHAN
SHENZHEN, GUANGDONG 518118, CHINA
TEL: 86-755-88888888 FAX: 86-755-28403950

CONSIGNEE:

GLOBAL HEALTHCARE PRODUCT SOLUTIONS
LLC
1800 S. FIGUEROA ST
LOS ANGELES, CALIFORNIA 90015, UNITED
STATES
TEL: 626-328-4028

NOTIFY PARTY:

GLOBAL HEALTHCARE PRODUCT SOLUTIONS
LLC
1800 S. FIGUEROA ST
LOS ANGELES, CALIFORNIA 90015, UNITED
STATES
TEL: 626-328-4028

MERCHANDISE IMPORTED AT: [REDACTED]

ON: [REDACTED]

VIA: [REDACTED]

FILE NO.: [REDACTED]

DATE: 05-02-2020

MAWB NO.: [REDACTED]

PREP. BY: CECILIA CHAN

SUB-AWB NO.: [REDACTED]

DEP. AIRPORT: [REDACTED]

ETD: [REDACTED]

HAWB NO.: [REDACTED]

ENTRY PORT: [REDACTED]

ETA: [REDACTED]

MANIFEST NO.: [REDACTED]

DEST. AIRPORT: [REDACTED]

ETA: [REDACTED]

FLIGHT NO.: [REDACTED]

FINAL DEST.: [REDACTED]

ETA: [REDACTED]

LAST FREE DAY: [REDACTED]

FREIGHT LOC.: MERCURY AIR CARGO

I.T. NO.: [REDACTED]

Tel: [REDACTED]

Fax: [REDACTED]

I.T. ISSUE PLACE: [REDACTED]

FIRM CODE: [REDACTED]

I.T. DATE: [REDACTED]

MARK	PACKAGE	DESCRIPTION	GROS. WEIGHT	CHARG. WEIGHT
	90 CARTON(S)	DISPOSABLE FACE MASK FOR PERSONAL USE	954.00 KGS 2,103.21 LBS	1,495.09 KGS 3,295.91 LBS

REMARK

WE, GOLDEN BRIDGE INTERNATIONAL INC

THE CONSIGNEE FOR ABOVE MENTIONED BILL OF LADING COVERING
MERCHANDISE FOR VARIOUS ULTIMATE CONSIGNEE, HEREBY AUTHORIZES
INLT INC.

TO MAKE CUSTOMS

ENTRY AND ARD TRUCKING

TO TAKE DELIVERY

FOR THE ABOVE DESCRIBED MERCHANDISE.

GOLDEN BRIDGE INTERNATIONAL INC

Attorney - In - Fact

DOCUMENT PICKED BY: [REDACTED]

DATE: [REDACTED]

TIME: [REDACTED]

**GOLDEN BRIDGE INTERNATIONAL INC**

733 9TH AVE.
CITY OF INDUSTRY, CA 91745, UNITED STATES
TEL: 626-810-0688 FAX: 626-810-0389
EMAIL: cecilia@goldenbridge-intl.com
Prepared by Cecilia Chan 05-02-2020 11:30 (PDT)

AUTHORITY TO MAKE ENTRY**SHIPPER :**

BYD AUTO INDUSTRY CO., LTD
NO. 3001, 3007, HENGPIPING ROAD,
PINGSHAN
SHENZHEN, GUANGDONG 518118, CHINA
TEL: 86-755-89888888 FAX: 86-755-25403950

CONSIGNEE :

GLOBAL HEALTHCARE PRODUCT SOLUTIONS
LLC
1800 S. FIGUEROA ST
LOS ANGELES, CALIFORNIA 90015, UNITED
STATES
TEL: 626-328-4026

NOTIFY PARTY :

GLOBAL HEALTHCARE PRODUCT SOLUTIONS
LLC
1800 S. FIGUEROA ST
LOS ANGELES, CALIFORNIA 90015, UNITED
STATES
TEL: 626-328-4026

MERCHANDISE IMPORTED AT: [REDACTED]

ON: [REDACTED]

VIA: [REDACTED]

FILE NO.:

DATE:

05-02-2020

MAWB NO.:

PREP. BY:

CECILIA CHAN

SUB-AWB NO.:

DEP. AIRPORT:

ETD:

HAWB NO.:

ENTRY PORT:

ETA:

MANIFEST NO.:

DEST. AIRPORT:

ETA:

FLIGHT NO.:

FINAL DEST.:

ETA:

LAST FREE DAY: 05-03-2020

FREIGHT LOC.: MERCURY AIR CARGO

I.T. NO.:

Tel:

Fax:

I.T. ISSUE PLACE:

FIRM CODE:

I.T. DATE:

MARK	PACKAGE	DESCRIPTION	GROS. WEIGHT	CHARG. WEIGHT
	180 CARTON(S)	DISPOSABLE FACE MASK FOR PERSONAL USE	1,908.00 KGS 4,206.42 LBS	2,989.50 KGS 6,599.72 LBS

REMARK

WE, GOLDEN BRIDGE INTERNATIONAL INC

THE CONSIGNEE FOR ABOVE MENTIONED BILL OF LADING COVERING
MERCHANDISE FOR VARIOUS ULTIMATE CONSIGNEE, HEREBY AUTHORIZES
INLT INC.

TO MAKE CUSTOMS

ENTRY AND AIR TRUCKING

TO TAKE DELIVERY

FOR THE ABOVE DESCRIBED MERCHANDISE.

GOLDEN BRIDGE INTERNATIONAL INC

Attorney - In - Fact

DOCUMENT PICKED BY:

DATE:

TIME:



UNIFORM STRAIGHT BILL OF LADING
ORIGINAL - NOT NEGOTIABLE

Obtained via FOIA on 10/10/2013

Carrier's Pro No. [REDACTED]
Shipper's Bill of Lading No. [REDACTED]
Consignee's Reference/PO No. [REDACTED]
Carrier's Code (SCAC) [REDACTED]

Name of Carrier

LANDSTAR

RECEIVED, subject to individually determined rates or contracts that have been agreed upon in writing between the carrier and shipper, if applicable, otherwise to the rates, classifications and rules that have been established by the carrier and are available to the shipper, on request.

From:

Date: 5/4/20

Street

City

County

State: CA

Zip

the property described below, in apparent good order, except as noted (contents and conditions of contents of packages unknown) marked, consigned, and destined as shown below, which said carrier agrees to carry to destination, if on its route, or otherwise to deliver to another carrier on the route to destination. Every service to be performed hereunder shall be subject to all the conditions not prohibited by law, whether printed or written, herein contained, including the conditions on the back hereof, which are hereby agreed to by the shipper and accepted for himself and his assigns.

Consigned to:

CALIF. DEPT OF HEALTH

must appear before consignee's name.

Destination Street

City

County

State: CA

Zip

Delivering Carrier

LANDSTAR

Trailer No.

670404

Additional Shipment Information:

Unless a greater value is specified below, for which an extra charge will apply, the liability of the carrier for damage or loss to the goods shall be released to the lesser of \$2.50 per pound or \$100,000 per truckload shipment on new articles or the lesser of \$1.00 per pound/\$50,000 per truckload shipment for shipments of used goods, not to exceed the actual loss. Shipments originating in Canada may have different claim filing time limits and are subject to different limitations of liability as provided in the Motor Truck Act of the originating Province.

Collect on Delivery \$ _____ and remit to: _____ C.O.D. charge Shipper ☐
Street _____ City _____ State _____ to be paid by Consignee ☐

Handling Units No. Type	Packages No. Type	HM	Kind of Package, Description of Articles, Special Marks and Exceptions (Subject to correction)	Weight (Subject to Correction)	Class or Rate Ref. (For info. Only)	Cube (Optional)
540			MASK	15,000		

Mark "X" to designate Hazardous Materials as defined in Department of Transportation Regulations.

NOTE: (1) Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property as follows:

"The agreed or declared value of the property is specifically stated by the shipper to be not exceeding _____ per _____."

NOTE (2) Liability Limitation for loss or damage on this shipment may be applicable. See 49 U.S.C. § 14705(c)(1)(A) and (B).

NOTE (3) Commodities requiring special or additional care or attention in handling or stowing must be so marked and packaged as to ensure safe transportation with ordinary care. See Sec. 2(a) of NMFC Item 360.

Freight charges are PREPAID unless marked collect CHECK BOX IF COLLECT ☐

FOR FREIGHT COLLECT SHIPMENTS:

If this shipment is to be delivered to the consignee, without recourse on the consignor, the consignor shall sign the following statement:

The carrier may decline to make delivery of this shipment without payment of freight and all other lawful charges.

(Signature of Consignor)

Notify if problem enroute or at delivery

Name

Fax No.

Tel. No.

(for informational purposes only)

Send freight bill to:

Company Name

Street

City

State

Zip

Seal Number

Shipper Certification This is to certify that the above named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation. For: _____ Date: _____	Carrier Pickup Certification Carrier acknowledges receipt of packages and required placards. Carrier certifies emergency response information was made available and/or carrier has the Department of Transportation emergency response guidebook or equivalent document in the vehicle. Carrier: _____ Date: _____ Truck Operator: _____ Package No.: _____
---	---

Consignee Certification RECEIVED WITH SHIPPER'S SEAL NOTED ABOVE, INTACT AND THE ABOVE DESCRIBED PROPERTY IN APPARENT GOOD CONDITION EXCEPT AS NOTED CONSIGNEE SIGNATURE: _____ DATE: _____ TIME: _____ PLEASE PRINT NAME OF RECEIVER HERE: _____	Carrier Delivery Certification TRUCK OPERATOR: <u>Johnny [Signature]</u> TRAILER NO: <u>670404</u> UNIT NO: <u>419978</u>
---	--

NOTICE: REPORT ALL SHORTAGES, DAMAGES OR DELAYS TO THE JACKSONVILLE CLAIMS OFFICE AT 800-872-9103 BEFORE THE CONSIGNEE SIGNS THESE BILLS. IF DELIVERY IS AFTER 5 P.M. EASTERN TIME, REPORT EXCEPTIONS TO THE CLAIMS OFFICE THE NEXT BUSINESS DAY.

CATA 2002 Reproduced with permission. Only carriers participating in the National Motor Freight Classification at the time the transportation occurs may use this publication.

FORM 115BOL REV 05/10/2003

FD 00360

ORIGINAL

PRA_BYInvoice_00078

22 Pallets, 540 cases
Mason May 04, 2020



GOLDEN BRIDGE INTERNATIONAL INC

733 9TH AVE.
CITY OF INDUSTRY, CA 91745, UNITED STATES
TEL: 626-810-0688 FAX: 626-810-0399
EMAIL: cecilia@goldenbridge-intl.com
Prepared by Cecilia Chan 05-02-2020 11:43 (PDT)

DELIVERY ORDER

DATE 05-02-2020	OUR FILE NO. [REDACTED]	THE MERCHANDISE DESCRIBED BELOW WILL BE ENTERED AND/OR FORWARDED AS FOLLOWS:
TRUCKER LANDSTAR RANGER		MAWB NO. [REDACTED] HAWB NO. [REDACTED] AMS AWB NO. [REDACTED] PO NO. [REDACTED]
PICKUP MERCURY AIR CARGO [REDACTED]		I.T. NO. & PLACE
		DATE OF ARRIVAL [REDACTED]
		LAST FREE DAY 05-03-2020
		CARRIER [REDACTED]
DELIVERY CAGOV CO [REDACTED]		ORIGIN PORT [REDACTED] DESTINATION PORT [REDACTED]
		REMARK
ROUTE		
BILL TO GLOBAL HEALTHCARE PRODUCT SOLUTIONS LLC 1800 S. FIGUEROA ST LOS ANGELES, CALIFORNIA 90015, UNITED STATES TEL: 626-328-4028		

MARK	DESCRIPTION	PKGS	GROSS WEIGHT	CHARGEABLE WEIGHT
	DISPOSABLE FACE MASK FOR PERSONAL USE	180 CARTON(S)	1,908.00 KGS 4,206.42 LBS	2,989.50 KGS 6,590.72 LBS

P.O.D. REQUIRED WITH BILLING INVOICE
PLEASE EMAIL PROOF OF DELIVERY TO GBAR@GOLDENBRIDGE-INTL.COM
PLEASE SEND THE INVOICE TO E-MAIL: TruckInvoice@goldenbridge-intl.com
FOR PAYMENT PROCESS.

NOTICE: BAD ORDER PACKAGES MUST BE SIGNED FOR AS IN CONDITION
RECEIVED.

ALL PIER CHARGES FOR ACCOUNT OF RECEIVER UNLESS OTHERWISE
SPECIFIED.

ORIGINAL DELIVERY ORDER INLAND FREIGHT : COLLECT

GOLDEN BRIDGE INTERNATIONAL INC	
PREPARED BY: CECILIA CHAN	05-02-2020 11:43
CARRIER SIGNATURE / DATE	
CARRIER: Landstar	DATE: 5/4/20
RECEIVED IN GOOD ORDER / DATE	
BY: [Signature]	DATE: 5/4/20



GOLDEN BRIDGE INTERNATIONAL INC

733 9TH AVE.
CITY OF INDUSTRY, CA 91745, UNITED STATES
TEL: 626-810-0688# FAX: 626-810-0399
EMAIL: cecilia@goldenbridge-intl.com
Prepared by Cecilia Chan 05-02-2020 11:42 (PDT)

DELIVERY ORDER

DATE 05-02-2020	OUR FILE NO. [REDACTED]	THE MERCHANDISE DESCRIBED BELOW WILL BE ENTERED AND/OR FORWARDED AS FOLLOWS:
TRUCKER LANDSTAR RANGER		MAWB NO. [REDACTED] HAWB NO. [REDACTED] AMS AWB NO. [REDACTED] PO NO. [REDACTED] I.T. NO. & PLACE DATE OF ARRIVAL LAST FREE DAY CARRIER ORIGIN PORT [REDACTED] DESTINATION PORT [REDACTED] REMARK
PICKUP MERCURY AIR CARGO ([REDACTED]) [REDACTED]		
DELIVERY CAGOV C/O [REDACTED] [REDACTED]		
ROUTE		
BILL TO GLOBAL HEALTHCARE PRODUCT SOLUTIONS LLC 1800 S. FIGUEROA ST LOS ANGELES, CALIFORNIA 90015, UNITED STATES TEL: 626-328-4028		

MARK	DESCRIPTION	PKGS	GROSS WEIGHT	CHARGEABLE WEIGHT
	DISPOSABLE FACE MASK FOR PERSONAL USE	180 CARTON(S)	1,908.00 KGS 4,206.42 LBS	2,989.50 KGS 6,590.72 LBS

P.O.D REQUIRED WITH BILLING INVOICE
PLEASE EMAIL PROOF OF DELIVERY TO: GBAIR@GOLDENBRIDGE-INTL.COM
PLEASE SEND THE INVOICE TO E-MAIL: TruckInvoice@goldenbridge-intl.com
FOR PAYMENT PROCESS.

NOTICE: BAD ORDER PACKAGES MUST BE SIGNED FOR AS IN CONDITION
RECEIVED.

ALL PIER CHARGES FOR ACCOUNT OF RECEIVER UNLESS OTHERWISE
SPECIFIED.

ORIGINAL DELIVERY ORDER INLAND FREIGHT : COLLECT

GOLDEN BRIDGE INTERNATIONAL INC	
PREPARED BY CECILIA CHAN	05-02-2020 11:41
CARRIER SIGNATURE / DATE	
CARRIER: LANDSTAR	DATE: 5/4/20
RECEIVED IN GOOD ORDER / DATE	
BY: [Signature]	DATE: 5/4/20



GOLDEN BRIDGE INTERNATIONAL INC

733 9TH AVE.
CITY OF INDUSTRY, CA 91745, UNITED STATES
TEL: 626-810-0688 FAX: 626-810-0399
EMAIL: cecilia@goldenbridge-intl.com
Prepared by Cecilia Chan 05-02-2020 11:41 (PDT)

DELIVERY ORDER

DATE 05-02-2020	OUR FILE NO. [REDACTED]	THE MERCHANDISE DESCRIBED BELOW WILL BE ENTERED AND/OR FORWARDED AS FOLLOWS:
TRUCKER LANDSTAR RANGER		MAWB NO. [REDACTED] HAWB NO. [REDACTED]
		AMS AWB NO. [REDACTED] PO NO. [REDACTED]
PICKUP MERCURY AIR CARGO [REDACTED]		I.T. NO. & PLACE
		DATE OF ARRIVAL
		LAST FREE DAY 05-04-2020
DELIVERY CAGOV C/O [REDACTED]		CARRIER [REDACTED]
		ORIGIN PORT [REDACTED] DESTINATION PORT [REDACTED]
ROUTE		REMARK
BILL TO GLOBAL HEALTHCARE PRODUCT SOLUTIONS LLC 1800 S. FIGUEROA ST LOS ANGELES, CALIFORNIA 90015, UNITED STATES TEL: 626-328-4028		

MARK	DESCRIPTION	PKGS	GROSS WEIGHT	CHARGEABLE WEIGHT
	DISPOSABLE FACE MASK FOR PERSONAL USE	130 CARTON(S)	1,988.00 KGS 4,206.42 LBS	2,989.50 KGS 6,590.72 LBS

P.O.D REQUIRED WITH BILLING INVOICE
PLEASE EMAIL PROOF OF DELIVERY TO:GBAIR@GOLDENBRIDGE-INTL.COM
PLEASE SEND THE INVOICE TO E-MAIL: TruckInvoice@goldenbridge-intl.com
FOR PAYMENT PROCESS.

NOTICE: BAD ORDER PACKAGES MUST BE SIGNED FOR AS IN CONDITION
RECEIVED.

ALL PIER CHARGES FOR ACCOUNT OF RECEIVER UNLESS OTHERWISE
SPECIFIED.

ORIGINAL DELIVERY ORDER INLAND FREIGHT : COLLECT

GOLDEN BRIDGE INTERNATIONAL INC	
PREPARED BY CECILIA CHAN	05-02-2020 11:40
CARRIER SIGNATURE / DATE	
CARRIER: LANDSTAR	DATE: 5/4/20
RECEIVED IN GOOD ORDER / DATE	
BY: [Signature]	DATE: 5/4/20

GLOBAL HEALTHCARE PRODUCT SOLUTIONS LLC

1800 S Figueroa St
Los Angeles, CA 90015
213-748-3980

INVOICE

BILL TO
The Governor's Office of Emergency Services
Attn: Accounting Unit
3650 Schriever Avenue
Mather, CA 95655

SHIP TO

DELIVERY TERM
INCOTERM 2020 DDP

INVOICE GHS0200549
DATE 05/06/2020
DUE DATE 05/08/2020
PO # PA00999-19

ITEM	QTY	UNIT PRICE	EXTENDED PRICE
Surgical Mask	1,854,000	0.55	1,019,700.00
Surgical Mask	920,000	0.55	506,000.00

* All sales are FINAL. We do not accept any returns or exchanges.
* Not for resale.

BALANCE DUE

USD 1,525,700.00

Wire/ACH Instruction:

Receiving Bank:

Bank Routing Number:

Bank Account Number:

Bank Address:

From: [Rockwell, Marcia@CalOES](mailto:Rockwell.Marcia@CalOES)
To: [Stout, Tabitha@CalOES](mailto:Stout.Tabitha@CalOES); [Lewis, Michelle@CalOES](mailto:Lewis.Michelle@CalOES)
Cc: [Bollinger, Jennifer@CalOES](mailto:Bollinger.Jennifer@CalOES); [Medigovich, Mitchell@CalOES](mailto:Medigovich.Mitchell@CalOES); [Pal, Alex@CalOES](mailto:Pal.Alex@CalOES); [Simonson, Bill@DGS](mailto:Simonson.Bill@DGS); [CalOES BYDinvoice](mailto:CalOES.BYDinvoice); [Joseph, Grady@CalOES](mailto:Joseph.Grady@CalOES)
Subject: Invoice for Payment
Date: Monday, April 27, 2020 7:22:37 PM
Attachments: [GHS0200466 - CA Gov 4-27-2020.pdf](#)
Importance: High

Dear Tabitha and Michelle,
Here is the invoice for our recent shipment so payment can be made.
Sincerely,

Marcia Rockwell, AGPA
Cal OES
Logistics Management Directorate
916-845-8609



marcia.rockwell@caloes.ca.gov

GLOBAL HEALTHCARE PRODUCT SOLUTIONS LLC

1800 S Figueroa St
Los Angeles, CA 90015
213-748-3980

INVOICE

BILL TO
The Governor's Office of Emergency Services
Attn: Accounting Unit
3650 Schriever Avenue
Mather, CA 95655

SHIP TO
[REDACTED]

DELIVERY TERM
INCOTERM 2020 DDP

INVOICE GHS0200466
DATE 04/27/2020
DUE DATE 04/28/2020
PO # PA00999-19

ITEM	QTY	UNIT PRICE	EXTENDED PRICE
Surgical Mask	3,090,000	0.55	1,699,500.00

* All sales are FINAL. We do not accept any returns or exchanges.
* Not for resale.

BALANCE DUE

USD 1,699,500.00

Wire/ACH Instruction:

Receiving Bank: [REDACTED]

Bank Routing Number: [REDACTED]

Bank Account Number: [REDACTED]

Bank Address: [REDACTED]

[REDACTED]

From: [Simonson, Bill@DGS](mailto:Simonson.Bill@DGS)
To: oscar.su@byd.com
Cc: [Joseph, Grady@CalOES](mailto:Joseph_Grady@CalOES); [Rockwell, Marcia@CalOES](mailto:Rockwell_Marcia@CalOES); [CalOES BYDinvoice](mailto:CalOES_BYDinvoice); jun.zheng@byd.com; justin.wang@byd.com
Subject: RE: BYD Shipment - [REDACTED]
Date: Monday, April 27, 2020 7:51:36 PM
Attachments: [image001.png](#)

Thank you sir!

Bill Simonson

Emergency Manager, Office of Risk and Insurance Management

From: oscar.su@byd.com <oscar.su@byd.com>
Sent: Monday, April 27, 2020 7:17 PM
To: Simonson, Bill@DGS <Bill.Simonson@dgs.ca.gov>
Cc: Joseph, Grady@CalOES <grady.joseph@caloes.ca.gov>; Rockwell, Marcia@CalOES <marcia.rockwell@caloes.ca.gov>; CalOES BYDinvoice <BYDinvoice@caloes.ca.gov>; jun.zheng@byd.com; justin.wang@byd.com
Subject: RE: BYD Shipment - [REDACTED]

CAUTION: This email originated from a NON-State email address. Do not click links or open attachments unless you are certain of the sender's authenticity.

Hi Bill, Marcia,

Please find the updated invoice. Let me know if you have any questions. thank you.

Oscar Su

Senior Director | BYD America

Office: 213.748.3980 | Mobile [REDACTED]

1800 S Figueroa St, Los Angeles, CA 90015

www.byd.com | oscar.su@byd.com

From: Simonson, Bill@DGS [<mailto:Bill.Simonson@dgs.ca.gov>]
Sent: Monday, April 27, 2020 5:42 PM
To: oscar.su@byd.com
Cc: Joseph, Grady@CalOES <grady.joseph@caloes.ca.gov>; Rockwell, Marcia@CalOES <marcia.rockwell@caloes.ca.gov>; CalOES BYDinvoice <BYDinvoice@caloes.ca.gov>; jun.zheng@byd.com; justin.wang@byd.com
Subject: Re: BYD Shipment - [REDACTED]

Thanks Oscar, that sounds like a plan.

Regards,

-Bill

Bill Simonson

Emergency Manager, Office of Risk and Insurance Management

Phone [REDACTED]

Fax 916.376.5276

Email bill.simonson@dgs.ca.gov

- Sent from my mobile device

From: oscar.su@byd.com <oscar.su@byd.com>
Sent: Monday, April 27, 2020 5:27:00 PM
To: Simonson, Bill@DGS <Bill.Simonson@dgs.ca.gov>
Cc: Joseph, Grady@CalOES <grady.joseph@caloes.ca.gov>; Rockwell, Marcia@CalOES

<marcia.rockwell@caloes.ca.gov>; CalOES BYDInvoice <BYDInvoice@caloes.ca.gov>;
jun.zheng@byd.com <jun.zheng@byd.com>; justin.wang@byd.com <justin.wang@byd.com>

Subject: RE: BYD Shipment - [REDACTED]

CAUTION: This email originated from a NON-State email address. Do not click links or open attachments unless you are certain of the sender's authenticity.

Hi Bill,

Our team is still verifying with Swissport, but we will issue the invoice based on the volume you provided first. Thank you.

Oscar Su

Senior Director | BYD America

Office: 213.748.3980 | Mobile [REDACTED]

1800 S Figueroa St, Los Angeles, CA 90015

www.byd.com | oscar.su@byd.com

From: Simonson, Bill@DGS [<mailto:Bill.Simonson@dgs.ca.gov>]

Sent: Monday, April 27, 2020 5:15 PM

To: oscar.su@byd.com

Cc: Joseph, Grady@CalOES <grady.joseph@caloes.ca.gov>; Rockwell, Marcia@CalOES
<marcia.rockwell@caloes.ca.gov>; CalOES BYDInvoice <BYDInvoice@caloes.ca.gov>

Subject: RE: BYD Shipment - [REDACTED]

Importance: High

Hi Oscar,

In order to make the contractual payment schedule, our accounting team needs the updated invoice as soon as possible.

If we don't receive it by the close of business we will not be able to issue the payment tomorrow.

Thank you!

-Bill

Bill Simonson

Emergency Manager, Office of Risk and Insurance Management

From: oscar.su@byd.com <oscar.su@byd.com>

Sent: Monday, April 27, 2020 4:20 PM

To: Simonson, Bill@DGS <Bill.Simonson@dgs.ca.gov>

Cc: Joseph, Grady@CalOES <grady.joseph@caloes.ca.gov>; Rockwell, Marcia@CalOES
<marcia.rockwell@caloes.ca.gov>

Subject: RE: BYD Shipment - [REDACTED]

CAUTION: This email originated from a NON-State email address. Do not click links or open attachments unless you are certain of the sender's authenticity.

Hi Bill,

I will confirm with our team and then get back to you. thanks

Best regards

Oscar

From: Simonson, Bill@DGS [<mailto:Bill.Simonson@dgs.ca.gov>]

Sent: Monday, April 27, 2020 4:15 PM

To: oscar.su@byd.com

Cc: Joseph, Grady@CalOES <grady.joseph@caloes.ca.gov>; Rockwell, Marcia@CalOES
<marcia.rockwell@caloes.ca.gov>

Subject: BYD Shipment - [REDACTED]

Hi Oscar,

It was good talking to you earlier.

As I mentioned, the state received a total of 1545 cartons on [REDACTED] for a total of 3,090,000 pieces.

Grady identified that there may be an additional 15 cartons still with the ground agent which could not be located by the warehouse team when the trucks were at Swissport yesterday.

If the additional cartons be located, we can pick them up with the shipment that arrives tomorrow.

We need an updated invoice reflecting the charges for the 1545 cartons the state received in order to execute the first payment as soon as possible.

If you have any questions, please let me know.

Regards,

-Bill

Bill Simonson

Emergency Manager, Office of Risk and Insurance Management

Phone [REDACTED]

Fax 916.376.5276


Email bill.simonson@dgs.ca.gov



GENERAL SERVICES

Excellence in the Business of Government

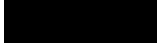
From: [CalOES BYDInvoice](#)
To: [CalOES BYDInvoice](#); [Stout, Tabitha@CalOES](#); [Carlson, Heather@CalOES](#); [Domingo, Gemma@CalOES](#)
Cc: [Williams, Ron@CalOES](#); [Medigovich, Mitchell@CalOES](#); [Joseph, Grady@CalOES](#)
Subject: RE: Confirmation of Payment (FW: Follow Up (FW: Invoice - Checking on Status))
Date: Monday, May 4, 2020 8:34:22 AM
Attachments: [BOL Multiple Shipments Bill Simonson 5-1-2020.pdf](#)
[RE Updated ShippingTracking.msg](#)
[image001.png](#)

Sorry, didn't know you need this.
Marcia Rockwell, AGPA
Cal OES
Logistics Management Directorate
916-845-8609


marcia.rockwell@caloes.ca.gov

From: CalOES BYDInvoice <BYDInvoice@caloes.ca.gov>
Sent: Monday, May 4, 2020 8:28 AM
To: CalOES BYDInvoice <BYDInvoice@caloes.ca.gov>; Stout, Tabitha@CalOES <Tabitha.Stout@caloes.ca.gov>; Carlson, Heather@CalOES <Heather.Carlson@CalOES.ca.gov>; Domingo, Gemma@CalOES <Gemma.Domingo@CalOES.ca.gov>; Rockwell, Marcia@CalOES <Marcia.Rockwell@caloes.ca.gov>
Cc: Williams, Ron@CalOES <Ron.Williams@CalOES.ca.gov>; Medigovich, Mitchell@CalOES <Mitchell.Medigovich@CalOES.ca.gov>; Joseph, Grady@CalOES <Grady.Joseph@CalOES.ca.gov>
Subject: RE: Confirmation of Payment (FW: Follow Up (FW: Invoice - Checking on Status))
Marcia,
Do we have the bill of lading and the updated spreadsheet?
Thanks,
Michelle

From: CalOES BYDInvoice <BYDInvoice@caloes.ca.gov>
Sent: Sunday, May 3, 2020 4:06 PM
To: Stout, Tabitha@CalOES <Tabitha.Stout@caloes.ca.gov>; Carlson, Heather@CalOES <Heather.Carlson@CalOES.ca.gov>; Lewis, Michelle@CalOES <Michelle.Lewis@CalOES.ca.gov>; Domingo, Gemma@CalOES <Gemma.Domingo@CalOES.ca.gov>
Cc: Williams, Ron@CalOES <Ron.Williams@CalOES.ca.gov>; Medigovich, Mitchell@CalOES <Mitchell.Medigovich@CalOES.ca.gov>; Joseph, Grady@CalOES <Grady.Joseph@CalOES.ca.gov>; CalOES BYDInvoice <BYDInvoice@caloes.ca.gov>
Subject: Confirmation of Payment (FW: Follow Up (FW: Invoice - Checking on Status))
Importance: High

I will say....good morning ladies...this is when you will see this I believe.
I am confirming payment for the attached invoice, to be made on Tuesday.
Items were received/QA'd/in our possession on .
If you have any questions, please don't hesitate to contact me.
Sincerely,
Marcia Rockwell, AGPA
Cal OES

Logistics Management Directorate
916-845-8609

marcia.rockwell@caloes.ca.gov

From: jun.zheng@byd.com <jun.zheng@byd.com>

Sent: Sunday, May 3, 2020 3:46 PM

To: CalOES BYDinvoice <BYDinvoice@caloes.ca.gov>; Rockwell, Marcia@CalOES <Marcia.Rockwell@caloes.ca.gov>

Cc: Williams, Ron@CalOES <Ron.Williams@CalOES.ca.gov>; Joseph, Grady@CalOES <Grady.Joseph@CalOES.ca.gov>; Medigovich, Mitchell@CalOES <Mitchell.Medigovich@CalOES.ca.gov>; oscar.su@byd.com; justin.wang@byd.com

Subject: RE: Follow Up (FW: Invoice - Checking on Status)

Hi Marcia,

Attached is the invoice for the 5,214,000 pcs of face masks we delivered on [REDACTED]. Feel free to contact us if you have any questions.

Thank you.

Regards,



Jun Zheng / Accounting Supervisor
BYD North America
1800 S Figueroa St. Los Angeles, CA
(213) 748-3980 x [REDACTED]

From: justin.wang@byd.com [<mailto:justin.wang@byd.com>]

Sent: Sunday, May 03, 2020 2:26 PM

To: CalOES BYDinvoice <BYDinvoice@caloes.ca.gov>

Cc: Williams, Ron@CalOES <Ron.Williams@CalOES.ca.gov>; Joseph, Grady@CalOES <Grady.Joseph@CalOES.ca.gov>; Medigovich, Mitchell@CalOES <Mitchell.Medigovich@CalOES.ca.gov>; jun.zheng@byd.com; oscar.su@byd.com

Subject: RE: Follow Up (FW: Invoice - Checking on Status)

Hi Marcia,

Thank you again for the follow-up. Our accounting department is currently working on the invoices, and I will be sure to let them know about the 5pm deadline. We should have an update for you shortly.

Best regards,

Justin

From: CalOES BYDinvoice <BYDinvoice@caloes.ca.gov>

Sent: Sunday, May 3, 2020 2:18 PM

To: justin.wang@byd.com

Cc: Williams, Ron@CalOES <Ron.Williams@CalOES.ca.gov>; Joseph, Grady@CalOES <Grady.Joseph@CalOES.ca.gov>; Medigovich, Mitchell@CalOES <Mitchell.Medigovich@CalOES.ca.gov>; CalOES BYDinvoice <BYDinvoice@caloes.ca.gov>

Subject: Follow Up (FW: Invoice - Checking on Status)

Good afternoon Justin. I am following up on when I can expect the invoices for the recent shipments we took possession of on [REDACTED]. We have confirmed receipt of 1700 and 808 cartons, respectfully, and that are ready for payment. The total count is 5,214,000 surgical masks.

If I receive the invoices today, no later than 5 pm, I will be able to verify, and

payment will be on the first cycle which is Tuesday.
If I receive the invoices later, then payment will be made on the next cycle,
which is Friday.

I look forward to hearing from you.

Sincerely,

Marcia Rockwell, AGPA

Cal OES

Logistics Management Directorate

916-845-8609



marcia.rockwell@caloes.ca.gov

From: Rockwell, Marcia@CalOES <Marcia.Rockwell@caloes.ca.gov>

Sent: Sunday, May 3, 2020 5:51 AM

To: justin.wang@byd.com

Cc: CalOES BYDinvoice <BYDinvoice@caloes.ca.gov>; Joseph, Grady@CalOES
<Grady.Joseph@CalOES.ca.gov>; Medigovich, Mitchell@CalOES
<Mitchell.Medigovich@CalOES.ca.gov>; oscar.su@byd.com; jun.zheng@byd.com

Subject: Re: Invoice - Checking on Status

Thank you. It allows me time to verify all information to ensure all is correct for all parties.

Sent from my iPhone

On May 2, 2020, at 7:05 PM, "justin.wang@byd.com" <justin.wang@byd.com> wrote:

I'll convey this to our accounting department and try to have an update for you tomorrow.

Best regards,

Justin

From: Rockwell, Marcia@CalOES <Marcia.Rockwell@caloes.ca.gov>

Sent: Saturday, May 2, 2020 7:01 PM

To: justin.wang@byd.com

Cc: CalOES BYDinvoice <BYDinvoice@caloes.ca.gov>; Joseph, Grady@CalOES
<Grady.Joseph@CalOES.ca.gov>; Medigovich, Mitchell@CalOES
<Mitchell.Medigovich@CalOES.ca.gov>; oscar.su@byd.com; jun.zheng@byd.com

Subject: Re: Invoice - Checking on Status

Actually, if u can, we should have them by Sunday mid-afternoon so Finance has them when they come in on Monday.

Sent from my iPhone

On May 2, 2020, at 6:58 PM, "justin.wang@byd.com" <justin.wang@byd.com> wrote:

Hi Marcia,

Thank you for following up on the invoice status. Were currently working on the invoice(s) and will do our best to get them out to you by Monday

morning so you have enough time to process payment by Tuesday.
We will be sure to CC you when the invoices are sent to
BYDinvoice@caloes.ca.gov.

Best regards,

Justin

Justin Wang

BYD America

1800 S Figueroa St, Los Angeles, CA

Office: (213) 748-3980 x [REDACTED]

Mobile: [REDACTED]

From: Rockwell, Marcia@CalOES [<mailto:Marcia.Rockwell@caloes.ca.gov>]

Sent: Saturday, May 2, 2020 5:05 PM

To: justin.wang@byd.com

Cc: CalOES BYDinvoice; Joseph, Grady@CalOES; Medigovich,
Mitchell@CalOES

Subject: Invoice - Checking on Status

Hi Justin,

It was a pleasure speaking with you the other day.
I just wanted to follow up with you regarding the
invoice(s) for the recent shipments. I want to make
certain I stay on top of things, and get them in for
payment for Monday.

Thank you so much.

Marcia Rockwell, AGPA

Cal OES

Logistics Management Directorate

916-845-8609

[REDACTED]

marcia.rockwell@caloes.ca.gov



UNIFORM STRAIGHT BILL OF LADING ORIGINAL - NOT NEGOTIABLE

Printed Via CMV by UIC Inc. Match, Inc.

Carrier's Pro No. PWS
Shipper's Bill of Lading No. [REDACTED]
Consignee's Reference/PO No. [REDACTED]
Carrier's Code (SCAC) [REDACTED]

Name of Carrier [REDACTED]

RECEIVED, subject to individually determined rates or contracts that have been agreed upon in writing between the carrier and shipper, if applicable, otherwise to the rates, classifications and rules that have been established by the carrier and are available to the shipper, on request.

From: MERCURY Date: [REDACTED]
Street [REDACTED] City [REDACTED] County [REDACTED] State: CA Zip [REDACTED]

the property described below, in apparent good order, except as noted (contents and conditions of contents of packages unknown) marked, consigned, and destined as shown below, which said carrier agrees to carry to destination, if on its route, or otherwise to deliver to another carrier on the route to destination. Every service to be performed hereunder shall be subject to all the conditions not prohibited by law, whether printed or written, herein contained, including the conditions on the back hereof, which are hereby agreed to by the shipper and accepted for himself and his assigns.

Consigned to: [REDACTED] before consignee's name.

Destination Street [REDACTED]
City [REDACTED] County [REDACTED] State CA Zip [REDACTED]

Delivering Carrier [REDACTED] Trailer No. 667484

Additional Shipment Information

Unless a greater value is specified below: for which an extra charge will apply, the liability of the carrier for damage or loss to the goods shall be released to the lesser of \$2.50 per pound or \$100,000 per truckload shipment on new articles or the lesser of \$1.00 per pound/\$50,000 per truckload shipment for shipments of used goods, not to exceed the actual loss. Shipments originating in Canada may have different claim filing time limits and are subject to different limitations of liability as provided in the Motor Truck Act of the originating Province.

Collect on Delivery \$ <u>[REDACTED]</u> and remit to: <u>[REDACTED]</u>	C.O.D. charge Shipper <input type="checkbox"/>
Street <u>[REDACTED]</u> City <u>[REDACTED]</u> State <u>[REDACTED]</u>	to be paid by Consignee <input type="checkbox"/>

Handling Units No. Type	Packages No. Type	HM	Kind of Package. Description of Articles. Special Marks and Exceptions (Subject to correction)	Weight (Subject to Correction)	Class or Rate Ref. (For Info. Only)	Cube (Optional)
600			Revised 600			

Mark "X" to designate Hazardous Materials as defined in Department of Transportation Regulations.

NOTE: (1) Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property as follows:

"The agreed or declared value of the property is specifically stated by the shipper to be not exceeding _____ per _____."

NOTE (2) Liability Limitation for loss or damage on this shipment may be applicable. See 49 U.S.C. § 14706(c)(1)(A) and (B).

NOTE (3) Commodities requiring special or additional care or attention in handling or stowing must be so marked and packaged as to ensure safe transportation with ordinary care. See Sec. 2(e) of NMFC Item 360.

Notify if problem enroute or at delivery _____ Name _____ Fax No. _____ Tel. No. _____ (for informational purposes only)

Send freight bill to: _____ Company Name _____ Street _____ City _____ State _____ Zip _____

Seal Number 1766401

Shipper Certification This is to certify that the above named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation. Per _____ Date _____	Carrier Pickup Certification Carrier acknowledges receipt of packages and required placards. Carrier certifies emergency response information was made available and/or carrier has the Department of Transportation emergency response guidebook or equivalent document in the vehicle. Carrier _____ Package Nos. _____ Date _____ Truck Operator _____
---	---

Consignee Certification RECEIVED WITH SHIPPER'S SEAL NOTED ABOVE, INTACT AND THE ABOVE DESCRIBED PROPERTY IN APPARENT GOOD CONDITION EXCEPT AS NOTED CONSIGNEE SIGNATURE: <u>[Signature]</u> DATE: <u>5-1-26</u> TIME: <u>07:05</u> PLEASE PRINT NAME OF RECEIVER HERE: _____	Carrier Delivery Certification TRUCK OPERATOR: <u>JOS</u> TRAILER NO: <u>667484</u> UNIT NO: <u>7871</u>
---	---

NOTICE: REPORT ALL SHORTAGES, DAMAGES OR DELAYS TO THE JACKSONVILLE CLAIMS OFFICE AT 800-872-9103 BEFORE THE CONSIGNEE SIGNS THESE BILLS. IF DELIVERY IS AFTER 5 P.M. EASTERN TIME, REPORT EXCEPTIONS TO THE CLAIMS OFFICE THE NEXT BUSINESS DAY.

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FORM #LSBL REV 05/10/2003
FD 00360

ORIGINAL

PRA_BYInvoice_00092



GOLDEN BRIDGE INTERNATIONAL

Obtained via FOIA by Judicial Watch, Inc.

733 9TH AVE.
CITY OF INDUSTRY, CA 91745, UNITED STATES
TEL: 626-810-0688 FAX: 626-810-0399
EMAIL: cecilia@goldenbridge-intl.com
Prepared by Cecilia Chan 04-30-2020 10:00 (PDT)

SHIPPER:

BYD AUTO INDUSTRY CO., LTD
NO. 3001, 3007, HENGPING ROAD,
PINGSHAN
SHENZHEN, GUANGDONG 518115, CHINA
TEL: 86-755-89888888 FAX: 86-755-28403950

CONSIGNEE:

GLOBAL HEALTHCARE PRODUCT SOULT
LLC
1800 S. FIGUEROA ST
LOS ANGELES, CALIFORNIA 90015, UNITED
STATES
TEL: 626-328-4028

MERCHANDISE IMPORTED AT :

ON

FILE NO. :

DATE:

MAWB NO. :

PREP. BY:

CECILIA CHAN

SUB-AWB NO. :

DEP. AIRPORT:

HAWB NO. :

ENTRY PORT:

MANIFEST NO. :

DEST. AIRPORT:

FLIGHT NO. :

FINAL DEST. :

LAST FREE DAY:

FREIGHT LOC. : MERCURY AIR CARGO

I.T. NO. :

Tel:

Fax:

I.T. ISSU

FIRM CODE:

I.T. DATE

MARK

PACKAGE

DESCRIPTION

120
CARTON(S)

DISPOSABLE FACE MASK F
USE

516

08:52 AM

516 cases,

Resin May 01, 2020

REMARK

WE, GOLDEN BRIDGE INTERNATIONAL INC

THE CONSIGNEE FOR ABOVE MENTIONED BILL OF LADING COVERING
MERCHANDISE FOR VARIOUS ULTIMATE CONSIGNEE, HEREBY AUTHORIZES
C & C CUSTOMS BROKERAGE INC

TO MAKE CL

ENTRY AND LANDSTAR RANGER

TO TAKE DELIV

FOR THE ABOVE DESCRIBED MERCHANDISE.

GOLDEN BRIDGE INTERNATIONAL INC

Attorney - In - Fact

DOCUMENT PICKED BY :

DATE :

Truck ④

swissport
CARGO SERVICES

Obtained via FOIA by Judicial Watch, Inc.

Truck came with 12 Pallets
with the cases on the Floor.

DELIVERY NOTIFICATION

Receiving Agent:

SWISSPORT CARGO SERVICES

Customer No.:

Delivery Date: 1921
Our Reference: 30,317,077

Receipt No: 3457

AWB Number	Pieces	Weight	SLAC Pcs	Origin / Dest	Arriving Flight Details
	120	1,299.0 kg	0		

HAWB:
LAST FREEDAY ON 5/2
PLEASE RECOUNT UPON DELIVERY

Storage: DGA(24)
DGA(26)
DGA(30)
DGA(30)
DGA(30)

complete

- 428, cases, 15 pallets

428

OK to Release
Per-Customs Clearance

Office Agent: *Wage*

Whse Agent: *[Signature]*



* 3 4 5 7 *

RECEIPT STATEMENT

The undersigned acknowledge the receipt of above mentioned consignment complete and in good condition.

Date: 30-Apr-2020

Time: 19:21

Driver: SANTIAGO GALINDO

Registration: AMERICAN WAY

Signature: *[Signature]* SLL

Truck ④



DELIVERY NOTIFICATION

Receiving Agent:

Customer No.:

SWISSPORT CARGO SERVICES

Delivery Date: 1919
Our Reference: 30,317,072

Receipt No: 3455

AWB Number	Pieces	Weight	SLAC Pcs	Origin / Dest	Arriving Flight Details
------------	--------	--------	----------	---------------	-------------------------

	20	1,294.0 kg	0		
--	----	------------	---	--	--

HAWB:
LAST FREEDAY ON 5/2
PLEASE RECOUNT UPON DLEIVERY

Storage: ~~C3(4)~~
~~S4(22)~~
S4(22)
C2(23)
S4(30)
S4(34)

Complete

10
4
8
13
34
21
30
21

OK to Release
Per-Customs Clearance

Office Agent

Whse Agent



RECEIPT STATEMENT

The undersigned acknowledge the receipt of above mentioned consignment complete and in good condition.

Date: 30-Apr-2020
Time: 19:19
Driver: SANTIAGO GALINDO

Registration: AMERICAN WAY
Signature: *[Signature]* SLL



DELIVERY NOTIFICATION

Receiving Agent:

SWISSPORT CARGO SERVICES

Customer No.:

Delivery Date: [REDACTED] 1452
Our Reference: [REDACTED] 30,296,276

Receipt No: 3318

AWB Number	Pieces	Weight	SLAC Pcs	Origin / Dest	Arriving Flight Details
[REDACTED]	120	1,272.0 kg	0	[REDACTED]	[REDACTED]

HAWB: [REDACTED]

Storage: S8(10)
B1(14)
S8(16)
S8(22)
S8(28)
S8(30)
S7(30)
S7(28)
S7(22)
S7(16)
B1(14)

*Plane picked up reminding 8 pcs
Complete!*

California COMMERCIAL DRIVER LICENSE

OK to Release
Per-Customs Clearance

Office Agent

Whse Agent



* 3 3 1 8 *

RECEIPT STATEMENT

The undersigned acknowledge the receipt of above mentioned consignment complete and in good condition.

Date:

4-30-20

Time:

2350

Driver:

Santiago Galindo

Registration:

Signature:

Signature
SLC

Obtained via FOIA by Judicial Watch, Inc.

UNIFORM STRAIGHT BILL OF LADING
ORIGINAL - NOT NEGOTIABLE

Obtained via FOIA by Judicial Watch, Inc

Carrier's Pro No. 123
 Shipper's Bill of Lading No. [REDACTED]
 Consignee's Reference/PO No. [REDACTED]
 Carrier's Code (SCAC) PWS

Name of Carrier KANUSIAOL

RECEIVED, subject to individually determined rates or contracts that have been agreed upon in writing between the carrier and shipper, if applicable, otherwise to the rates, and rules that have been established by the carrier and are available to the shipper, on request. 43030

From: [REDACTED] Date: 4-30-20
Street: [REDACTED] City: [REDACTED] County: [REDACTED] State: CA Zip: [REDACTED]

the property described below, in apparent good order, except as noted (contents and conditions of contents of packages unknown) marked, consigned, and destined as shown below, which said carrier agrees to carry to destination, if on its route, or otherwise to deliver to another carrier on the route to destination. Every service to be performed hereunder shall be subject to all the conditions not prohibited by law, whether printed or written, herein contained, including the conditions on the back hereof, which are hereby agreed to by the shipper and accepted for himself and his assigns.

Consigned to: CAL DEP OF HEALTH NO UPS

Destination Street _____
City _____ County _____ State CA Zip _____

Delivering Carrier LANDSTAR Trailer No. 669358

Additional Shipment Information

Additional Shipment Information
Unless a greater value is specified below: for which an extra charge will apply, the liability of the carrier for damage or loss to the goods shall be released to the lessee of \$2.50 per pound or \$100,000 per truckload shipment on new articles or the lessee of \$1.00 per pound/\$50,000 per truckload shipment for shipments of used goods, not to exceed the actual loss. Shipments originating in Canada may have different claim filing time limits and are subject to different limitations of liability as provided in the Motor Truck Act of the originating Province.

Collect on Delivery \$ _____ and remit to: _____	C.O.D. charge	Shipper <input type="checkbox"/>
Street _____ City _____ State _____	to be paid by	Consignee <input type="checkbox"/>

Handling Units No. Type	Packages No. Type	HM	Kind of Package. Description of Articles, Special Marks and Exceptions (Subject to correction)	Weight (Subject to Correction)	Class or Rate Ref. (For Info. Only)	Cube (Optional)
683			MEDICAL SUPPLIES (MASK)	25.000		
683						

○ Mark "X" to designate Hazardous Materials as defined in Department of Transportation Regulations.

NOTE: (1) Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property as follows:

*The agreed or declared value of the property is specifically stated by the shipper to be not exceeding

NOTE (2) Liability Limitation for loss or damage on this shipment may be applicable. See 49 U.S.C. § 14706(c)(1)(A) and (B).

NOTE (3) Commodities requiring special or additional care or attention in handling or stowing must be so marked and packaged as to ensure safe transportation with ordinary care. See Sec. 2(e) of NMFC Item 360.

Freight charges are PREPAID
unless marked collect
CHECK BOX IF COLLECT

FOR FREIGHT COLLECT SHIPMENTS:
If this shipment is to be delivered to the consignee, without recourse on the consignor, the consignor shall sign the following statement

The carrier may decline to make delivery of this shipment without payment of freight and all other lawful charges.

(Signature of Consignor)

Name _____ **Fax No.** _____ **Tel. No.** _____ (for informational purposes only)

Send freight bill to:

Company Name	Street	City	State	Zip

Seal Number 1165249

<p align="center">Shipper Certification</p>	<p align="center">Carrier Pickup Certification</p>
<p>This is to certify that the above named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.</p>	<p>Carrier acknowledges receipt of packages and required placards. Carrier certifies emergency response information was made available and/or carrier has the Department of Transportation emergency response guidebook or equivalent document in the vehicle.</p>
<p>Per _____ Date _____</p>	<p>Carrier <u>LANDSTAR</u> Package Nos. _____ Date _____ Truck Operator: <u>ERIN TOLSON</u></p>

Consignee Certification		Carrier Delivery Certification	
RECEIVED WITH SHIPPER'S SEAL NOTED ABOVE, INTACT AND THE ABOVE DESCRIBED PROPERTY IN APPARENT GOOD CONDITION EXCEPT AS NOTED CONSIGNEE SIGNATURE: <u>[Signature]</u> DATE <u>5-1-20</u> TIME <u>07:25</u>		TRUCK OPERATOR: <u>EFRAIN TOBAN</u> TRAILER NO: <u>669358</u> UNIT NO: <u>801512</u>	
PLEASE PRINT NAME OF RECEIVER HERE: _____			

NOTICE: REPORT ALL SHORTAGES, DAMAGES OR DELAYS TO THE JACKSONVILLE CLAIMS OFFICE AT 800-672-9103 BEFORE THE CONSIGNEE SIGNS THESE BILLS. IF DELIVERY IS AFTER 5 P.M. EASTERN TIME, REPORT EXCEPTIONS TO THE CLAIMS OFFICE THE NEXT BUSINESS DAY.

PRA BYDinvoice 00097



GOLDEN BRIDGE INTERNATIONAL INC

733 9TH AVE.
CITY OF INDUSTRY, CA 91745, UNITED STATES
TEL: 626-810-0688 FAX: 626-810-0399
EMAIL: cecilia@goldenbridge-intl.com
Prepared by Cecilia Chan 04-30-2020 10:01 (PDT)

DELIVERY ORDER

DATE 04-30-2020	OUR FILE NO. [REDACTED]	THE MERCHANDISE DESCRIBED BELOW WILL BE ENTERED AND/OR FORWARDED AS FOLLOWS:
TRUCKER LANDSTAR RANGER		MAWB NO. [REDACTED] HAWB NO. [REDACTED]
		AMS AWB NO. [REDACTED] PO NO. [REDACTED]
		I.T. NO. & PLACE
		DATE OF ARRIVAL [REDACTED]
		LAST FREE DAY
		CARRIER [REDACTED]
		ORIGIN PORT [REDACTED] DESTINATION PORT [REDACTED]
		REMARK
PICKUP MERCURY AIR CARGO [REDACTED]		
DELIVERY CAGOV C/O [REDACTED]		
ROUTE		
BILL TO GLOBAL HEALTHCARE PRODUCT SOLUTIONS LLC 1800 S. FIGUEROA ST LOS ANGELES, CALIFORNIA 90015, UNITED STATES TEL: 626-328-4028		

MARK	DESCRIPTION	PKGS	GROSS WEIGHT	CHARGEABLE WEIGHT
	DISPOSABLE FACE MASK FOR PERSONAL USE	120 CARTON(S)	1,284.00 KGS 2,830.74 LBS	1,593.00 KGS 4,393.81 LBS

P.O.D REQUIRED WITH BILLING INVOICE
PLEASE EMAIL PROOF OF DELIVERY TO GBAR@GOLDENBRIDGE-INTL.COM
PLEASE SEND THE INVOICE TO E-MAIL: TruckInvoice@goldenbridge-intl.com
FOR PAYMENT PROCESS.

NOTICE: BAD ORDER PACKAGES MUST BE SIGNED FOR AS IN CONDITION
RECEIVED.

ALL PIER CHARGES FOR ACCOUNT OF RECEIVER UNLESS OTHERWISE
SPECIFIED.

ORIGINAL DELIVERY ORDER INLAND FREIGHT : COLLECT

GOLDEN BRIDGE INTERNATIONAL INC	
PREPARED BY CECILIA CHAN	04-30-2020 10:01
CARRIER SIGNATURE / DATE	
CARRIER: LANDSTAR	DATE: 4-30-20
RECEIVED IN GOOD ORDER / DATE	
BY: [Signature]	DATE: 4-30-20

LANDSTAR Seal # 1165249

Powered by GoFreight | www.gofreight.eu

Truck (5)

380 cases, 14 pallets

5-1-0 12023132

LEESA CUSTOMS BROKERAGE INC
9420 Telstar Ave
Suite 200
El Monte, CA 91731 US

Tel: 626-522-1821/626-238-0885
Fax:

DELIVERY ORDER

GLOBAL HEALTHCARE PRODUCT SOLUTIONS
1800 S FIGUEROA ST
LOS ANGELES, CA 900153422 US

DATE 04/25/2020	OUR REF. NO. [REDACTED]
--------------------	----------------------------

THE MERCHANDISE DESCRIBED BELOW
WILL BE ENTERED AND FORWARDED AS
FOLLOWS:

IMPORTING CARRIER		LOCATION		FROM PORT OF / ORIGIN AIRPORT	
B/L ORAMS NO.	ARRIVAL DATE	FREE TIME EXP.	LOCAL DELIVERY OR TRANSFER BY DELIVERY ORDER ISSUED TO: LANDSTAR RANGER		
INLAND CARRIER		HAZAR NO.	ENTRY NO. 825-1134462-1	CUSTOMER NO.	
FOR DELIVERY TO			ROUTE		
			NOTIFY:		

NO. OF PKGS	DESCRIPTION OF ARTICLES, SPECIAL MARKS & EXCEPTIONS	WEIGHT	DATE
120 CTN	<p>MASK</p> <p>I.T. Number: ----</p> <p>ISSUER/MASTER ISSUER/HOUSE</p> <p>-----</p> <p>380</p>	2769 LB	

INLAND FREIGHT

PREPAID / COLLECT
COLLECT

Received in Good Order
By:

LIABILITY, INCLUDING FREIGHT, IS LIMITED TO THE SUM OF
\$50.00 PER SHIPMENT, UNLESS A GREATER VALUATION SHALL BE
PAID FOR OR AGREED TO BE PAID BY WRITING PRIOR TO SHIPPING.

DELIVERY CLERK: DELIVER
TO CARRIER SHOWN ABOVE

AND: LAWRENCE 2ND

ORIGINAL

From: [Stout, Tabitha@CalOES](mailto:Stout.Tabitha@CalOES)
To: [CalOES BYDinvoice](#); [Carlson, Heather@CalOES](mailto:Carlson.Heather@CalOES)
Cc: [Lewis, Michelle@CalOES](mailto:Lewis.Michelle@CalOES)
Subject: RE: Early BYD shipment; 3.4 surgical mask invoice likely Monday
Date: Friday, April 24, 2020 4:05:55 PM

We anticipate having the cash on Monday. We have been working with Finance to ensure we can pay timely.

Thank you.

~~~~~  
Tabitha Stout  
916-845-8357 – Office  
Pronouns: she/her

-----Original Message-----

From: CalOES BYDinvoice <[BYDinvoice@caloes.ca.gov](mailto:BYDinvoice@caloes.ca.gov)>  
Sent: Friday, April 24, 2020 3:59 PM  
To: Carlson, Heather@CalOES <[Heather.Carlson@CalOES.ca.gov](mailto:Heather.Carlson@CalOES.ca.gov)>  
Cc: Stout, Tabitha@CalOES <[Tabitha.Stout@caloes.ca.gov](mailto:Tabitha.Stout@caloes.ca.gov)>; Lewis, Michelle@CalOES <[Michelle.Lewis@CalOES.ca.gov](mailto:Michelle.Lewis@CalOES.ca.gov)>  
Subject: FW: Early BYD shipment; 3.4 surgical mask invoice likely Monday

Per email below, it looks like the first shipment of 3.4m of surgical masks are coming in [REDACTED] and will need to get paid by Tuesday, April 27th. Do we have the cash/funding to pay the first invoice? Please advise.

Thank you.

Gemma

-----Original Message-----

From: Medigovich, Mitchell@CalOES <[Mitchell.Medigovich@CalOES.ca.gov](mailto:Mitchell.Medigovich@CalOES.ca.gov)>  
Sent: Friday, April 24, 2020 7:48 AM  
To: Stout, Tabitha@CalOES <[Tabitha.Stout@caloes.ca.gov](mailto:Tabitha.Stout@caloes.ca.gov)>  
Cc: Carlson, Heather@CalOES <[Heather.Carlson@CalOES.ca.gov](mailto:Heather.Carlson@CalOES.ca.gov)>; Rockwell, Marcia@CalOES <[Marcia.Rockwell@caloes.ca.gov](mailto:Marcia.Rockwell@caloes.ca.gov)>  
Subject: Re: Early BYD shipment; 3.4 surgical mask invoice likely Monday

Absolutely! The physical count will be at the airport and upon movement into the warehouse for inventory and QC, we will notify receipt and if there are any deficiencies. We are only checking 1% due to the volume.

Will also need your team to reach out on the shipment dates to validate so we have double check taking place.

Hooah

Mitch Medigovich  
Deputy Director  
Cal OES  
916-835-9747  
C/S 5104

Sent from my iPhone

> On Apr 24, 2020, at 7:36 AM, Stout, Tabitha@CalOES <[Tabitha.Stout@caloes.ca.gov](mailto:Tabitha.Stout@caloes.ca.gov)> wrote:

>  
> Mitch,  
>  
> Is there any way your team can email the joint mailbox for confirmation of receipt of the masks? We need to have that so we can get these paid quickly. Email: BYDinvoice@caloes.ca.gov  
>  
> Do you have a point of contact that we can reach out to in case this is not received?  
>  
> Thank you.  
>  
> ~~~~~  
> Tabitha Stout  
> 916-845-8357 - Office  
> Pronouns: she/her  
>  
>  
> -----Original Message-----  
> From: Bollinger, Jennifer@CalOES <Jennifer.Bollinger@caloes.ca.gov>  
> Sent: Thursday, April 23, 2020 11:24 PM  
> To: Stout, Tabitha@CalOES <Tabitha.Stout@calOES.ca.gov>  
> Cc: Pal, Alex@CalOES <Alex.Pal@CalOES.ca.gov>  
> Subject: Early BYD shipment; 3.4 surgical mask invoice likely Monday  
>  
> Tabitha -  
>  
> If you have not already been alerted we have received word that 3.4 million surgical masks cleared customs and are taking flight [REDACTED] which means the shipment will land [REDACTED] in [REDACTED] we will take title around Monday, and invoiced Monday for payment Tuesday.  
>  
> Sent from my iPhone

**From:** [jun.zheng@byd.com](mailto:jun.zheng@byd.com)  
**To:** [CalOES BYDinvoice](mailto:CalOES_BYDinvoice@caloes.ca.gov)  
**Subject:** RE: Follow Up (FW: Invoice - Checking on Status)  
**Date:** Sunday, May 3, 2020 4:04:55 PM  
**Attachments:** [image001.png](#)

---

Thank you, Marcia.  
Jun

---

**From:** CalOES BYDinvoice [mailto:BYDinvoice@caloes.ca.gov]  
**Sent:** Sunday, May 03, 2020 4:02 PM  
**To:** jun.zheng@byd.com; CalOES BYDinvoice <BYDinvoice@caloes.ca.gov>  
**Cc:** Williams, Ron@CalOES <Ron.Williams@CalOES.ca.gov>; Joseph, Grady@CalOES <Grady.Joseph@CalOES.ca.gov>; Medigovich, Mitchell@CalOES <Mitchell.Medigovich@CalOES.ca.gov>; oscar.su@byd.com; justin.wang@byd.com  
**Subject:** RE: Follow Up (FW: Invoice - Checking on Status)

Thank you so very much!  
I will start processing. Appreciated.  
Sincerely,

Marcia Rockwell, AGPA  
Cal OES  
Logistics Management Directorate  
916-845-8609

[marcia.rockwell@caloes.ca.gov](mailto:marcia.rockwell@caloes.ca.gov)

---

**From:** [jun.zheng@byd.com](mailto:jun.zheng@byd.com) <[jun.zheng@byd.com](mailto:jun.zheng@byd.com)>  
**Sent:** Sunday, May 3, 2020 3:46 PM  
**To:** CalOES BYDinvoice <[BYDinvoice@caloes.ca.gov](mailto:BYDinvoice@caloes.ca.gov)>; Rockwell, Marcia@CalOES <[Marcia.Rockwell@caloes.ca.gov](mailto:Marcia.Rockwell@caloes.ca.gov)>  
**Cc:** Williams, Ron@CalOES <[Ron.Williams@CalOES.ca.gov](mailto:Ron.Williams@CalOES.ca.gov)>; Joseph, Grady@CalOES <[Grady.Joseph@CalOES.ca.gov](mailto:Grady.Joseph@CalOES.ca.gov)>; Medigovich, Mitchell@CalOES <[Mitchell.Medigovich@CalOES.ca.gov](mailto:Mitchell.Medigovich@CalOES.ca.gov)>; [oscar.su@byd.com](mailto:oscar.su@byd.com); [justin.wang@byd.com](mailto:justin.wang@byd.com)  
**Subject:** RE: Follow Up (FW: Invoice - Checking on Status)

Hi Marcia,  
Attached is the invoice for the 5,214,000 pcs of face masks we delivered on [REDACTED]. Feel free to contact us if you have any questions.  
Thank you.  
Regards,



**Jun Zheng / Accounting Supervisor**  
**BYD North America**  
1800 S Figueroa St. Los Angeles, CA  
(213) 748-3980 x [REDACTED]

---

**From:** [justin.wang@byd.com](mailto:justin.wang@byd.com) [mailto:[justin.wang@byd.com](mailto:justin.wang@byd.com)]  
**Sent:** Sunday, May 03, 2020 2:26 PM  
**To:** CalOES BYDinvoice <[BYDinvoice@caloes.ca.gov](mailto:BYDinvoice@caloes.ca.gov)>  
**Cc:** Williams, Ron@CalOES <[Ron.Williams@CalOES.ca.gov](mailto:Ron.Williams@CalOES.ca.gov)>; Joseph, Grady@CalOES <[Grady.Joseph@CalOES.ca.gov](mailto:Grady.Joseph@CalOES.ca.gov)>; Medigovich, Mitchell@CalOES



<[Mitchell.Medigovich@CalOES.ca.gov](mailto:Mitchell.Medigovich@CalOES.ca.gov)>; [jun.zheng@byd.com](mailto:jun.zheng@byd.com); [oscar.su@byd.com](mailto:oscar.su@byd.com)

**Subject:** RE: Follow Up (FW: Invoice - Checking on Status)

Hi Marcia,

Thank you again for the follow-up. Our accounting department is currently working on the invoices, and I will be sure to let them know about the 5pm deadline. We should have an update for you shortly.

Best regards,

Justin

---

**From:** CalOES BYDInvoice <[BYDInvoice@caloes.ca.gov](mailto:BYDInvoice@caloes.ca.gov)>

**Sent:** Sunday, May 3, 2020 2:18 PM

**To:** [justin.wang@byd.com](mailto:justin.wang@byd.com)

**Cc:** Williams, Ron@CalOES <[Ron.Williams@CalOES.ca.gov](mailto:Ron.Williams@CalOES.ca.gov)>; Joseph, Grady@CalOES

<[Grady.Joseph@CalOES.ca.gov](mailto:Grady.Joseph@CalOES.ca.gov)>; Medigovich, Mitchell@CalOES

<[Mitchell.Medigovich@CalOES.ca.gov](mailto:Mitchell.Medigovich@CalOES.ca.gov)>; CalOES BYDInvoice <[BYDInvoice@caloes.ca.gov](mailto:BYDInvoice@caloes.ca.gov)>

**Subject:** Follow Up (FW: Invoice - Checking on Status)

Good afternoon Justin. I am following up on when I can expect the invoices for the recent shipments we took possession of on [REDACTED]. We have confirmed receipt of 1700 and 808 cartons, respectfully, and that are ready for payment. The total count is 5,214,000 surgical masks.

If I receive the invoices today, no later than 5 pm, I will be able to verify, and payment will be on the first cycle which is Tuesday.

If I receive the invoices later, then payment will be made on the next cycle, which is Friday.

I look forward to hearing from you.

Sincerely,

Marcia Rockwell, AGPA

Cal OES

Logistics Management Directorate

916-845-8609

[REDACTED]  
[marcia.rockwell@caloes.ca.gov](mailto:marcia.rockwell@caloes.ca.gov)

---

**From:** Rockwell, Marcia@CalOES <[Marcia.Rockwell@caloes.ca.gov](mailto:Marcia.Rockwell@caloes.ca.gov)>

**Sent:** Sunday, May 3, 2020 5:51 AM

**To:** [justin.wang@byd.com](mailto:justin.wang@byd.com)

**Cc:** CalOES BYDInvoice <[BYDInvoice@caloes.ca.gov](mailto:BYDInvoice@caloes.ca.gov)>; Joseph, Grady@CalOES

<[Grady.Joseph@CalOES.ca.gov](mailto:Grady.Joseph@CalOES.ca.gov)>; Medigovich, Mitchell@CalOES

<[Mitchell.Medigovich@CalOES.ca.gov](mailto:Mitchell.Medigovich@CalOES.ca.gov)>; [oscar.su@byd.com](mailto:oscar.su@byd.com); [jun.zheng@byd.com](mailto:jun.zheng@byd.com)

**Subject:** Re: Invoice - Checking on Status

Thank you. It allows me time to verify all information to ensure all is correct for all parties.

Sent from my iPhone

On May 2, 2020, at 7:05 PM, "[justin.wang@byd.com](mailto:justin.wang@byd.com)" <[justin.wang@byd.com](mailto:justin.wang@byd.com)> wrote:

I'll convey this to our accounting department and try to have an update for you

tomorrow.  
Best regards,  
Justin

---

**From:** Rockwell, Marcia@CalOES <[Marcia.Rockwell@caloes.ca.gov](mailto:Marcia.Rockwell@caloes.ca.gov)>  
**Sent:** Saturday, May 2, 2020 7:01 PM  
**To:** [justin.wang@byd.com](mailto:justin.wang@byd.com)  
**Cc:** CalOES BYDinvoice <[BYDinvoice@caloes.ca.gov](mailto:BYDinvoice@caloes.ca.gov)>; Joseph, Grady@CalOES <[Grady.Joseph@CalOES.ca.gov](mailto:Grady.Joseph@CalOES.ca.gov)>; Medigovich, Mitchell@CalOES <[Mitchell.Medigovich@CalOES.ca.gov](mailto:Mitchell.Medigovich@CalOES.ca.gov)>; [oscar.su@byd.com](mailto:oscar.su@byd.com); [jun.zheng@byd.com](mailto:jun.zheng@byd.com)  
**Subject:** Re: Invoice - Checking on Status  
Actually, if u can, we should have them by Sunday mid-afternoon so Finance has them when they come in on Monday.

Sent from my iPhone

On May 2, 2020, at 6:58 PM, "[justin.wang@byd.com](mailto:justin.wang@byd.com)" <[justin.wang@byd.com](mailto:justin.wang@byd.com)> wrote:

Hi Marcia,  
Thank you for following up on the invoice status. Were currently working on the invoice(s) and will do our best to get them out to you by Monday morning so you have enough time to process payment by Tuesday.  
We will be sure to CC you when the invoices are sent to [BYDinvoice@caloes.ca.gov](mailto:BYDinvoice@caloes.ca.gov).  
Best regards,  
Justin

**Justin Wang**  
**BYD America**

1800 S Figueroa St, Los Angeles, CA  
Office: (213) 748-3980 x [REDACTED]  
Mobile: [REDACTED]

---

**From:** Rockwell, Marcia@CalOES [<mailto:Marcia.Rockwell@caloes.ca.gov>]  
**Sent:** Saturday, May 2, 2020 5:05 PM  
**To:** [justin.wang@byd.com](mailto:justin.wang@byd.com)  
**Cc:** CalOES BYDinvoice; Joseph, Grady@CalOES; Medigovich, Mitchell@CalOES  
**Subject:** Invoice - Checking on Status

Hi Justin,  
It was a pleasure speaking with you the other day.  
I just wanted to follow up with you regarding the invoice(s) for the recent shipments. I want to make certain I stay on top of things, and get them in for payment for Monday.  
Thank you so much.  
Marcia Rockwell, AGPA  
Cal OES



Logistics Management Directorate  
916-845-8609



[marcia.rockwell@caloes.ca.gov](mailto:marcia.rockwell@caloes.ca.gov)

**From:** [oscar.su@byd.com](mailto:oscar.su@byd.com)  
**To:** [CalOES BYDinvoice](#); [Medigovich, Mitchell@CalOES](mailto:Medigovich, Mitchell@CalOES)  
**Cc:** [Joseph, Grady@CalOES](mailto:Joseph, Grady@CalOES); [Simonson, Bill@DGS](mailto:Simonson, Bill@DGS); [Pal, Alex@CalOES](mailto:Pal, Alex@CalOES); [Stout, Tabitha@CalOES](mailto:Stout, Tabitha@CalOES); [Bollinger, Jennifer@CalOES](mailto:Bollinger, Jennifer@CalOES)  
**Subject:** RE: Invoice (RE: BYD Shipment - [REDACTED])  
**Date:** Monday, April 27, 2020 7:18:59 PM  
**Attachments:** [image001.png](#)

---

Hi Marcia,

The invoice was sent to you in another email chain. Please kindly double and let me know if you have any questions. thank you.

Oscar Su

Senior Director | BYD America

Office: 213.748.3980 | Mobile [REDACTED]

1800 S Figueroa St, Los Angeles, CA 90015

[www.byd.com](http://www.byd.com) | [oscar.su@byd.com](mailto:oscar.su@byd.com)

---

**From:** CalOES BYDinvoice [mailto:BYDinvoice@caloes.ca.gov]

**Sent:** Monday, April 27, 2020 7:17 PM

**To:** Medigovich, Mitchell@CalOES <Mitchell.Medigovich@CalOES.ca.gov>

**Cc:** Joseph, Grady@CalOES <Grady.Joseph@CalOES.ca.gov>; CalOES BYDinvoice <BYDinvoice@caloes.ca.gov>; Simonson, Bill@DGS <Bill.Simonson@dgs.ca.gov>; Pal, Alex@CalOES <Alex.Pal@CalOES.ca.gov>; Stout, Tabitha@CalOES <Tabitha.Stout@caloes.ca.gov>; Bollinger, Jennifer@CalOES <Jennifer.Bollinger@caloes.ca.gov>; oscar.su@byd.com

**Subject:** Invoice (RE: BYD Shipment - 4/26)

FYI. I just spoke to Oscar a few minutes ago. He informed me I should have the invoice within 15 minutes of our conversation.

Marcia Rockwell, AGPA

Cal OES

Logistics Management Directorate

916-845-8609

[REDACTED]

[marcia.rockwell@caloes.ca.gov](mailto:marcia.rockwell@caloes.ca.gov)

---

**From:** [oscar.su@byd.com](mailto:oscar.su@byd.com) <[oscar.su@byd.com](mailto:oscar.su@byd.com)>

**Sent:** Monday, April 27, 2020 5:27 PM

**To:** Simonson, Bill@DGS <[Bill.Simonson@dgs.ca.gov](mailto:Bill.Simonson@dgs.ca.gov)>

**Cc:** Joseph, Grady@CalOES <[Grady.Joseph@CalOES.ca.gov](mailto:Grady.Joseph@CalOES.ca.gov)>; Rockwell, Marcia@CalOES <[Marcia.Rockwell@caloes.ca.gov](mailto:Marcia.Rockwell@caloes.ca.gov)>; CalOES BYDinvoice <[BYDinvoice@caloes.ca.gov](mailto:BYDinvoice@caloes.ca.gov)>; [jun.zheng@byd.com](mailto:jun.zheng@byd.com); [justin.wang@byd.com](mailto:justin.wang@byd.com)

**Subject:** RE: BYD Shipment - [REDACTED]

Hi Bill,

Our team is still verifying with Swissport, but we will issue the invoice based on the volume you provided first. Thank you.

Oscar Su

Senior Director | BYD America

Office: 213.748.3980 | Mobile [REDACTED]

1800 S Figueroa St, Los Angeles, CA 90015

[www.byd.com](http://www.byd.com) | [oscar.su@byd.com](mailto:oscar.su@byd.com)

---

**From:** Simonson, Bill@DGS [<mailto:Bill.Simonson@dgs.ca.gov>]

**Sent:** Monday, April 27, 2020 5:15 PM

**To:** [oscar.su@byd.com](mailto:oscar.su@byd.com)

**Cc:** Joseph, Grady@CalOES <[grady.joseph@caloes.ca.gov](mailto:grady.joseph@caloes.ca.gov)>; Rockwell, Marcia@CalOES <[marcia.rockwell@caloes.ca.gov](mailto:marcia.rockwell@caloes.ca.gov)>; CalOES BYDinvoice <[BYDinvoice@caloes.ca.gov](mailto:BYDinvoice@caloes.ca.gov)>

**Subject:** RE: BYD Shipment - 4/26

**Importance:** High

Hi Oscar,

In order to make the contractual payment schedule, our accounting team needs the updated invoice as soon as possible.

If we don't receive it by the close of business we will not be able to issue the payment tomorrow.

Thank you!

-Bill

**Bill Simonson**

*Emergency Manager, Office of Risk and Insurance Management*

---

**From:** [oscar.su@byd.com](mailto:oscar.su@byd.com) <[oscar.su@byd.com](mailto:oscar.su@byd.com)>

**Sent:** Monday, April 27, 2020 4:20 PM

**To:** Simonson, Bill@DGS <[Bill.Simonson@dgs.ca.gov](mailto:Bill.Simonson@dgs.ca.gov)>

**Cc:** Joseph, Grady@CalOES <[grady.joseph@caloes.ca.gov](mailto:grady.joseph@caloes.ca.gov)>; Rockwell, Marcia@CalOES <[marcia.rockwell@caloes.ca.gov](mailto:marcia.rockwell@caloes.ca.gov)>

**Subject:** RE: BYD Shipment - [REDACTED]

**CAUTION:** This email originated from a NON-State email address. Do not click links or open attachments unless you are certain of the sender's authenticity.

Hi Bill,

I will confirm with our team and then get back to you. thanks

Best regards

Oscar

---

**From:** Simonson, Bill@DGS [<mailto:Bill.Simonson@dgs.ca.gov>]

**Sent:** Monday, April 27, 2020 4:15 PM

**To:** [oscar.su@byd.com](mailto:oscar.su@byd.com)

**Cc:** Joseph, Grady@CalOES <[grady.joseph@caloes.ca.gov](mailto:grady.joseph@caloes.ca.gov)>; Rockwell, Marcia@CalOES <[marcia.rockwell@caloes.ca.gov](mailto:marcia.rockwell@caloes.ca.gov)>

**Subject:** BYD Shipment - [REDACTED]

Hi Oscar,

It was good talking to you earlier.

As I mentioned, the state received a total of 1545 cartons on [REDACTED] for a total of 3,090,000 pieces.

Grady identified that there may be an additional 15 cartons still with the ground agent which could not be located by the warehouse team when the trucks were at Swissport yesterday.

If the additional cartons be located, we can pick them up with the shipment that arrives tomorrow.

We need an updated invoice reflecting the charges for the 1545 cartons the state received in order to execute the first payment as soon as possible.

If you have any questions, please let me know.

Regards,

-Bill

**Bill Simonson**

*Emergency Manager, Office of Risk and Insurance Management*

**Phone** [REDACTED]

**Fax** 916.376.5276

**Email** [bill.simonson@dgs.ca.gov](mailto:bill.simonson@dgs.ca.gov)



**GENERAL SERVICES**

*Excellence in the Business of Government*

**From:** [Rockwell, Marcia@CalOES](mailto:Rockwell,Marcia@CalOES)  
**To:** [jun.zheng@byd.com](mailto:jun.zheng@byd.com); [CalOES BYD@caloes.ca.gov](mailto:CalOES.BYD@caloes.ca.gov)  
**Cc:** [Williams, Ron@CalOES](mailto:Williams,Ron@CalOES); [Joseph, Grady@CalOES](mailto:Joseph,Grady@CalOES); [Medigovich, Mitchell@CalOES](mailto:Medigovich,Mitchell@CalOES); [oscar.su@byd.com](mailto:oscar.su@byd.com); [justin.wang@byd.com](mailto:justin.wang@byd.com)  
**Subject:** RE: Invoice for PO PA00999-19 (May 6, 2020)  
**Date:** Wednesday, May 6, 2020 2:34:23 PM  
**Attachments:** [image001.png](#)

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Thank you so much Justin and staff.  
Marcia Rockwell, AGPA  
Cal OES  
Logistics Management Directorate  
916-845-8609  
[REDACTED]

[marcia.rockwell@caloes.ca.gov](mailto:marcia.rockwell@caloes.ca.gov)

---

**From:** jun.zheng@byd.com <jun.zheng@byd.com>  
**Sent:** Wednesday, May 6, 2020 2:32 PM  
**To:** CalOES BYD@caloes.ca.gov <BYD@caloes.ca.gov>; Rockwell, Marcia@CalOES <Marcia.Rockwell@caloes.ca.gov>  
**Cc:** Williams, Ron@CalOES <Ron.Williams@CalOES.ca.gov>; Joseph, Grady@CalOES <Grady.Joseph@CalOES.ca.gov>; Medigovich, Mitchell@CalOES <Mitchell.Medigovich@CalOES.ca.gov>; oscar.su@byd.com; justin.wang@byd.com  
**Subject:** Invoice for PO PA00999-19 (May 6, 2020)  
Hi Marcia,  
Attached is the invoice for the 2,774,000 pcs of face masks we delivered this week. Let us know if you have any questions.  
Thank you.  
Regards,



**Jun Zheng / Accounting Supervisor**  
**BYD North America**  
1800 S Figueroa St. Los Angeles, CA  
(213) 748-3980 x [REDACTED]

---

**From:** [jun.zheng@byd.com](mailto:jun.zheng@byd.com) [<mailto:jun.zheng@byd.com>]  
**Sent:** Sunday, May 03, 2020 3:46 PM  
**To:** 'CalOES BYD@caloes.ca.gov' <[BYD@caloes.ca.gov](mailto:BYD@caloes.ca.gov)>; 'marcia.rockwell@caloes.ca.gov' <[marcia.rockwell@caloes.ca.gov](mailto:marcia.rockwell@caloes.ca.gov)>  
**Cc:** 'Williams, Ron@CalOES' <[Ron.Williams@CalOES.ca.gov](mailto:Ron.Williams@CalOES.ca.gov)>; 'Joseph, Grady@CalOES' <[Grady.Joseph@CalOES.ca.gov](mailto:Grady.Joseph@CalOES.ca.gov)>; 'Medigovich, Mitchell@CalOES' <[Mitchell.Medigovich@CalOES.ca.gov](mailto:Mitchell.Medigovich@CalOES.ca.gov)>; 'oscar.su@byd.com' <[oscar.su@byd.com](mailto:oscar.su@byd.com)>; 'justin.wang@byd.com' <[justin.wang@byd.com](mailto:justin.wang@byd.com)>  
**Subject:** RE: Follow Up (FW: Invoice - Checking on Status)  
Hi Marcia,  
Attached is the invoice for the 5,214,000 pcs of face masks we delivered on April 30. Feel free to contact us if you have any questions.  
Thank you.  
Regards,

**Jun Zheng / Accounting Supervisor**  
**BYD North America**



1800 S Figueroa St. Los Angeles, CA  
(213) 748-3980 x [REDACTED]

---

**From:** [justin.wang@byd.com](mailto:justin.wang@byd.com) [<mailto:justin.wang@byd.com>]

**Sent:** Sunday, May 03, 2020 2:26 PM

**To:** CalOES BYDinvoice <[BYDinvoice@caloes.ca.gov](mailto:BYDinvoice@caloes.ca.gov)>

**Cc:** Williams, Ron@CalOES <[Ron.Williams@CalOES.ca.gov](mailto:Ron.Williams@CalOES.ca.gov)>; Joseph, Grady@CalOES <[Grady.Joseph@CalOES.ca.gov](mailto:Grady.Joseph@CalOES.ca.gov)>; Medigovich, Mitchell@CalOES <[Mitchell.Medigovich@CalOES.ca.gov](mailto:Mitchell.Medigovich@CalOES.ca.gov)>; [jun.zheng@byd.com](mailto:jun.zheng@byd.com); [oscar.su@byd.com](mailto:oscar.su@byd.com)

**Subject:** RE: Follow Up (FW: Invoice - Checking on Status)

Hi Marcia,

Thank you again for the follow-up. Our accounting department is currently working on the invoices, and I will be sure to let them know about the 5pm deadline. We should have an update for you shortly.

Best regards,

Justin

---

**From:** CalOES BYDinvoice <[BYDinvoice@caloes.ca.gov](mailto:BYDinvoice@caloes.ca.gov)>

**Sent:** Sunday, May 3, 2020 2:18 PM

**To:** [justin.wang@byd.com](mailto:justin.wang@byd.com)

**Cc:** Williams, Ron@CalOES <[Ron.Williams@CalOES.ca.gov](mailto:Ron.Williams@CalOES.ca.gov)>; Joseph, Grady@CalOES <[Grady.Joseph@CalOES.ca.gov](mailto:Grady.Joseph@CalOES.ca.gov)>; Medigovich, Mitchell@CalOES <[Mitchell.Medigovich@CalOES.ca.gov](mailto:Mitchell.Medigovich@CalOES.ca.gov)>; CalOES BYDinvoice <[BYDinvoice@caloes.ca.gov](mailto:BYDinvoice@caloes.ca.gov)>

**Subject:** Follow Up (FW: Invoice - Checking on Status)

Good afternoon Justin. I am following up on when I can expect the invoices for the recent shipments we took possession of on 4/30/2020. We have confirmed receipt of 1700 and 808 cartons, respectfully, and that are ready for payment. The total count is 5,214,000 surgical masks.

If I receive the invoices today, no later than 5 pm, I will be able to verify, and payment will be on the first cycle which is Tuesday.

If I receive the invoices later, then payment will be made on the next cycle, which is Friday.

I look forward to hearing from you.

Sincerely,

Marcia Rockwell, AGPA

Cal OES

Logistics Management Directorate

916-845-8609



[marcia.rockwell@caloes.ca.gov](mailto:marcia.rockwell@caloes.ca.gov)

---

**From:** Rockwell, Marcia@CalOES <[Marcia.Rockwell@caloes.ca.gov](mailto:Marcia.Rockwell@caloes.ca.gov)>

**Sent:** Sunday, May 3, 2020 5:51 AM

**To:** [justin.wang@byd.com](mailto:justin.wang@byd.com)

**Cc:** CalOES BYDinvoice <[BYDinvoice@caloes.ca.gov](mailto:BYDinvoice@caloes.ca.gov)>; Joseph, Grady@CalOES <[Grady.Joseph@CalOES.ca.gov](mailto:Grady.Joseph@CalOES.ca.gov)>; Medigovich, Mitchell@CalOES

<[Mitchell.Medigovich@CalOES.ca.gov](mailto:Mitchell.Medigovich@CalOES.ca.gov)>; [oscar.su@byd.com](mailto:oscar.su@byd.com); [jun.zheng@byd.com](mailto:jun.zheng@byd.com)

**Subject:** Re: Invoice - Checking on Status

Thank you. It allows me time to verify all information to ensure all is correct for all parties.

Sent from my iPhone

On May 2, 2020, at 7:05 PM, "[justin.wang@byd.com](mailto:justin.wang@byd.com)" <[justin.wang@byd.com](mailto:justin.wang@byd.com)> wrote:

I'll convey this to our accounting department and try to have an update for you tomorrow.

Best regards,

Justin

---

**From:** Rockwell, Marcia@CalOES <[Marcia.Rockwell@caloes.ca.gov](mailto:Marcia.Rockwell@caloes.ca.gov)>

**Sent:** Saturday, May 2, 2020 7:01 PM

**To:** [justin.wang@byd.com](mailto:justin.wang@byd.com)

**Cc:** CalOES BYDinvoice <[BYDinvoice@caloes.ca.gov](mailto:BYDinvoice@caloes.ca.gov)>; Joseph, Grady@CalOES

<[Grady.Joseph@CalOES.ca.gov](mailto:Grady.Joseph@CalOES.ca.gov)>; Medigovich, Mitchell@CalOES

<[Mitchell.Medigovich@CalOES.ca.gov](mailto:Mitchell.Medigovich@CalOES.ca.gov)>; [oscar.su@byd.com](mailto:oscar.su@byd.com); [jun.zheng@byd.com](mailto:jun.zheng@byd.com)

**Subject:** Re: Invoice - Checking on Status

Actually, if u can, we should have them by Sunday mid-afternoon so Finance has them when they come in on Monday.

Sent from my iPhone

On May 2, 2020, at 6:58 PM, "[justin.wang@byd.com](mailto:justin.wang@byd.com)" <[justin.wang@byd.com](mailto:justin.wang@byd.com)> wrote:

Hi Marcia,

Thank you for following up on the invoice status. Were currently working on the invoice(s) and will do our best to get them out to you by Monday morning so you have enough time to process payment by Tuesday.

We will be sure to CC you when the invoices are sent to

[BYDinvoice@caloes.ca.gov](mailto:BYDinvoice@caloes.ca.gov).

Best regards,

Justin

**Justin Wang**

**BYD America**

1800 S Figueroa St, Los Angeles, CA

Office: (213) 748-3980 x [REDACTED]

Mobile: [REDACTED]

---

**From:** Rockwell, Marcia@CalOES [<mailto:Marcia.Rockwell@caloes.ca.gov>]

**Sent:** Saturday, May 2, 2020 5:05 PM

**To:** [justin.wang@byd.com](mailto:justin.wang@byd.com)

**Cc:** CalOES BYDinvoice; Joseph, Grady@CalOES; Medigovich, Mitchell@CalOES

**Subject:** Invoice - Checking on Status

Hi Justin,

It was a pleasure speaking with you the other day. I just wanted to follow up with you regarding the invoice(s) for the recent shipments. I want to make certain I stay on top of things, and get them in for payment for Monday.

Thank you so much.

Marcia Rockwell, AGPA

Cal OES

Logistics Management Directorate

916-845-8609



[marcia.rockwell@caloes.ca.gov](mailto:marcia.rockwell@caloes.ca.gov)



**From:** [Rockwell, Marcia@CalOES](mailto:Rockwell,Marcia@CalOES)  
**To:** [CalOES BYDinvoice](#)  
**Cc:** [Simonson, Bill@DGS](mailto:Simonson,Bill@DGS)  
**Subject:** RE: No Shipments (delay)  
**Date:** Friday, May 1, 2020 1:15:01 PM

---

I spoke with Bill, and the update is the flight will leave [REDACTED] ....nothing today

Marcia Rockwell, AGPA  
Cal OES  
Logistics Management Directorate  
916-845-8609  
[REDACTED]

[marcia.rockwell@caloes.ca.gov](mailto:marcia.rockwell@caloes.ca.gov)

---

**From:** CalOES BYDinvoice <[BYDinvoice@caloes.ca.gov](mailto:BYDinvoice@caloes.ca.gov)>  
**Sent:** Friday, May 1, 2020 1:01 PM  
**To:** Rockwell, Marcia@CalOES <[Marcia.Rockwell@caloes.ca.gov](mailto:Marcia.Rockwell@caloes.ca.gov)>  
**Subject:** RE: No Shipments (delay)

Hi Marcia,  
Do you know if we are receiving the N95 masks today?

---

**From:** Rockwell, Marcia@CalOES  
**Sent:** Wednesday, April 29, 2020 1:14 PM  
**To:** Stout, Tabitha@CalOES ([Tabitha.Stout@calOES.ca.gov](mailto:Tabitha.Stout@calOES.ca.gov)) <[Tabitha.Stout@calOES.ca.gov](mailto:Tabitha.Stout@calOES.ca.gov)>; Carlson, Heather@CalOES <[Heather.Carlson@CalOES.ca.gov](mailto:Heather.Carlson@CalOES.ca.gov)>; Lewis, Michelle@CalOES <[Michelle.Lewis@CalOES.ca.gov](mailto:Michelle.Lewis@CalOES.ca.gov)>; Domingo, Gemma@CalOES <[Gemma.Domingo@CalOES.ca.gov](mailto:Gemma.Domingo@CalOES.ca.gov)>  
**Subject:** No Shipments (delay)

I am apprising you that we have not received any shipments since the first one. There has been a delay.

Marcia Rockwell, AGPA  
Cal OES  
Logistics Management Directorate  
916-845-8609  
[REDACTED]

[marcia.rockwell@caloes.ca.gov](mailto:marcia.rockwell@caloes.ca.gov)

**From:** [Stout, Tabitha@CalOES](mailto:Stout.Tabitha@CalOES)  
**To:** [Lewis, Michelle@CalOES](mailto:Lewis.Michelle@CalOES); [Rockwell, Marcia@CalOES](mailto:Rockwell.Marcia@CalOES)  
**Cc:** [Domingo, Gemma@CalOES](mailto:Domingo.Gemma@CalOES); [Medigovich, Mitchell@CalOES](mailto:Medigovich.Mitchell@CalOES); [CalOES BYDInvoice](#)  
**Subject:** RE: Payment Follow Up/Status  
**Date:** Wednesday, April 29, 2020 9:47:40 AM


---

The State Treasurer's Office sent us the wire transfer reference number this morning. Thank you.

~~~~~  
Tabitha Stout
916-845-8357 – Office
Pronouns: she/her

From: Lewis, Michelle@CalOES <Michelle.Lewis@CalOES.ca.gov>
Sent: Tuesday, April 28, 2020 10:14 AM
To: Rockwell, Marcia@CalOES <Marcia.Rockwell@caloes.ca.gov>; Stout, Tabitha@CalOES <Tabitha.Stout@calOES.ca.gov>
Cc: Domingo, Gemma@CalOES <Gemma.Domingo@CalOES.ca.gov>; Medigovich, Mitchell@CalOES <Mitchell.Medigovich@CalOES.ca.gov>; CalOES BYDInvoice <BYDInvoice@caloes.ca.gov>
Subject: RE: Payment Follow Up/Status
Marcia,

The payment was just sent to the State Controller's Office this morning.

From: Rockwell, Marcia@CalOES <Marcia.Rockwell@caloes.ca.gov>
Sent: Tuesday, April 28, 2020 10:13 AM
To: Stout, Tabitha@CalOES <Tabitha.Stout@calOES.ca.gov>
Cc: Lewis, Michelle@CalOES <Michelle.Lewis@CalOES.ca.gov>; Domingo, Gemma@CalOES <Gemma.Domingo@CalOES.ca.gov>; Medigovich, Mitchell@CalOES <Mitchell.Medigovich@CalOES.ca.gov>; CalOES BYDInvoice <BYDInvoice@caloes.ca.gov>
Subject: Payment Follow Up/Status
Importance: High
I am following up for Mitch regarding the status of the payment. I want to confirm that it is being processed.
Advise when the payment will be made so Mitch stays apprised.
Thank you so much.
Marcia Rockwell, AGPA
Cal OES
Logistics Management Directorate
916-845-8609

marcia.rockwell@caloes.ca.gov

From: Simonson, Bill@DGS
To: CalOES BYDInvoice; Lewis, Michelle@CalOES; Stout, Tabitha@CalOES
Subject: RE: Surgical Masks Inspection Results
Date: Monday, April 27, 2020 4:55:39 PM

That is correct.

We are still waiting for an updated invoice by your numbers are accurate.

Bill Simonson

Emergency Manager, Office of Risk and Insurance Management

From: CalOES BYDInvoice <BYDInvoice@caloes.ca.gov>
Sent: Monday, April 27, 2020 12:33 PM
To: Lewis, Michelle@CalOES <Michelle.Lewis@CalOES.ca.gov>; Stout, Tabitha@CalOES <Tabitha.Stout@caloes.ca.gov>
Cc: CalOES BYDInvoice <BYDInvoice@caloes.ca.gov>; Simonson, Bill@DGS <Bill.Simonson@dgs.ca.gov>
Subject: RE: Surgical Masks Inspection Results
Importance: High

Bill, confirm the following information so payment can be made for [REDACTED]
[REDACTED]. It is:

Shipment rec: 4/26/2020
Expected Amt: 3,700,000
Rec Amt: 3,090,000
UPS Lot #42,620

Marcia Rockwell, AGPA
Cal OES

Logistics Management Directorate
916-845-8609
[REDACTED]

marcia.rockwell@caloes.ca.gov

From: CalOES BYDInvoice <BYDInvoice@caloes.ca.gov>
Sent: Monday, April 27, 2020 12:23 PM
To: Simonson, Bill@DGS <Bill.Simonson@dgs.ca.gov>; CalOES BYDInvoice <BYDInvoice@caloes.ca.gov>
Cc: Rockwell, Marcia@CalOES <Marcia.Rockwell@caloes.ca.gov>
Subject: RE: Surgical Masks Inspection Results

Hi Bill,

When did the actual shipment come in? Was it this morning or yesterday?

Thanks,

Michelle Lewis

Chief, Accounting Division

California Governor's Office of Emergency Services

3650 Schriever Ave

Mather, CA 95655

michelle.lewis@caloes.ca.gov

Work: (916) 845-8458

Cell: [REDACTED]



From: Simonson, Bill@DGS <Bill.Simonson@dgs.ca.gov>
Sent: Monday, April 27, 2020 11:17 AM
To: CalOES BYDinvoice <BYDinvoice@caloes.ca.gov>
Cc: Rockwell, Marcia@CalOES <Marcia.Rockwell@caloes.ca.gov>
Subject: FW: Surgical Masks Inspection Results
Importance: High

The lot received by UPS from BYD has been approved by AMREP is good for payment however, **there is going to be an adjustment is the total quantity received.**

I'll have final counts shortly.

Bill Simonson

Emergency Manager, Office of Risk and Insurance Management

-----Original Message-----

From: AMREP USA Inspections <usinspections@amrepinspect.net>
Sent: Monday, April 27, 2020 11:09 AM
To: Simonson, Bill@DGS <Bill.Simonson@dgs.ca.gov>
Cc: McGinnis, Tom@EMSA <tom.mcginis@emsa.ca.gov>; Joseph, Grady@CalOES <grady.joseph@caloes.ca.gov>; iingco@amrepinspect.com
Subject: Surgical Masks Inspection Results

CAUTION: This email originated from a NON-State email address. Do not click links or open attachments unless you are certain of the sender's authenticity.

Bill,

The lot of Surgical Masks that were inspected at the UPS facility in [REDACTED] are all acceptable. The inspection method and criteria that was used was based on input from Tom McGinnis and company. The masks were visually inspected for the quality of workmanship, uniformity of appearance, packaging and the elasticity of the ear loops.

No issues were observed.

The surgical masks are acceptable based on the above.

Please let me know if additional information is required. Thank you very much.

Abe Santos

AMREP Inspector
[REDACTED]

--

_This message contains confidential information and is intended only for the original addressee. The message may contain information that is subject to legal privilege. If you are not the named addressee you should not disseminate, distribute or copy this email. Please notify the sender immediately by email if you have received this email by mistake and delete this email from your system. Any views expressed in this message are those of the individual sender unless clearly stated as being that of AMREP.

E-mail transmission cannot be guarantee to be secure or error-free as information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete, or contain virus. The sender

therefore does not accept liability for any errors or omissions in the content of this message, which arise as a result of email transmission._

From: [Rockwell, Marcia@CalOES](mailto:Rockwell.Marcia@CalOES)
To: [Lewis, Michelle@CalOES](mailto:Lewis.Michelle@CalOES)
Cc: [Simonson, Bill@DGS](mailto:Simonson.Bill@DGS); [CalOES BYDinvoice](#)
Subject: RE: Wire Transfer for CS90009
Date: Tuesday, May 5, 2020 4:13:35 PM

Hi. Do you happened to have the wire transfer number for our first payment?

Marcia Rockwell, AGPA

Cal OES

Logistics Management Directorate

916-845-8609



marcia.rockwell@caloes.ca.gov

From: Lewis, Michelle@CalOES <Michelle.Lewis@CalOES.ca.gov>

Sent: Tuesday, May 5, 2020 8:26 AM

To: Rockwell, Marcia@CalOES <Marcia.Rockwell@caloes.ca.gov>

Subject: FW: Wire Transfer for CS90009

Hi Marcia,

Per STO, the wire has been sent.

The wire has been sent.

Fed Ref 

Thanks,
Michelle

From: Simonson, Bill@DGS
To: [CalOES BYDinvoice](#)
Subject: Re: Confirming receipt
Date: Friday, April 24, 2020 1:22:30 PM
Attachments: [image001.png](#)

Yay!

Bill Simonson
Emergency Manager, Office of Risk and Insurance Management
Phone [REDACTED]
Fax 916.376.5276
Email bill.simonson@dgs.ca.gov

-Sent from my iPhone

From: CalOES BYDinvoice <BYDinvoice@caloes.ca.gov>
Sent: Friday, April 24, 2020 12:49:52 PM
To: Simonson, Bill@DGS <Bill.Simonson@dgs.ca.gov>
Subject: RE: Confirming receipt

Hi. I got you!

Marcia Rockwell, AGPA

Cal OES

Logistics Management Directorate

916-845-8609

[REDACTED]

marcia.rockwell@caloes.ca.gov

From: Simonson, Bill@DGS <Bill.Simonson@dgs.ca.gov>
Sent: Thursday, April 23, 2020 3:48 PM
To: CalOES BYDinvoice <BYDinvoice@caloes.ca.gov>
Subject: Confirming receipt

Thanks Marcia!

Bill Simonson

Emergency Manager, Office of Risk and Insurance Management

Phone [REDACTED]

Fax 916.376.5276

Email bill.simonson@dgs.ca.gov

DGS

GENERAL SERVICES

Excellence in the Business of Government

From: Rockwell, Marcia@CalOES
To: justin.wang@byd.com
Cc: [CalOES BYDinvoice](#); Joseph, Grady@CalOES; Medigovich, Mitchell@CalOES; oscar.su@byd.com; jun.zheng@byd.com
Subject: Re: Invoice - Checking on Status
Date: Sunday, May 3, 2020 5:50:51 AM

Thank you. It allows me time to verify all information to ensure all is correct for all parties.

Sent from my iPhone

On May 2, 2020, at 7:05 PM, "justin.wang@byd.com" <justin.wang@byd.com> wrote:

I'll convey this to our accounting department and try to have an update for you tomorrow.

Best regards,

Justin

From: Rockwell, Marcia@CalOES <Marcia.Rockwell@caloes.ca.gov>
Sent: Saturday, May 2, 2020 7:01 PM
To: justin.wang@byd.com
Cc: CalOES BYDinvoice <BYDinvoice@caloes.ca.gov>; Joseph, Grady@CalOES <Grady.Joseph@CalOES.ca.gov>; Medigovich, Mitchell@CalOES <Mitchell.Medigovich@CalOES.ca.gov>; oscar.su@byd.com; jun.zheng@byd.com
Subject: Re: Invoice - Checking on Status
Actually, if u can, we should have them by Sunday mid-afternoon so Finance has them when they come in on Monday.

Sent from my iPhone

On May 2, 2020, at 6:58 PM, "justin.wang@byd.com" <justin.wang@byd.com> wrote:

Hi Marcia,

Thank you for following up on the invoice status. Were currently working on the invoice(s) and will do our best to get them out to you by Monday morning so you have enough time to process payment by Tuesday.

We will be sure to CC you when the invoices are sent to

BYDinvoice@caloes.ca.gov.

Best regards,

Justin

Justin Wang

BYD America

1800 S Figueroa St, Los Angeles, CA

Office: (213) 748-3980 x [REDACTED]

Mobile: [REDACTED]

From: Rockwell, Marcia@CalOES [<mailto:Marcia.Rockwell@caloes.ca.gov>]
Sent: Saturday, May 2, 2020 5:05 PM

To: justin.wang@byd.com

Cc: CalOES BYDinvoice; Joseph, Grady@CalOES; Medigovich, Mitchell@CalOES

Subject: Invoice - Checking on Status

Hi Justin,

It was a pleasure speaking with you the other day. I just wanted to follow up with you regarding the invoice(s) for the recent shipments. I want to make certain I stay on top of things, and get them in for payment for Monday.

Thank you so much.

Marcia Rockwell, AGPA

Cal OES

Logistics Management Directorate

916-845-8609



marcia.rockwell@caloes.ca.gov

From: [REDACTED]
To: Bill.Simonson@ops.ca.gov
Subject: RE: Updated Shipping/Tracking
Date: Sunday, May 3, 2020 11:37:20 AM

We wouldn't pay the invoice until it's been inspected.

Bill Simonson
Emergency Manager, Office of Risk and Insurance Management
Phone: [REDACTED]
Fax: 916-845-8609
Email: bill.simonson@ops.ca.gov

-Sent from my iPhone

From: CalOES BYDInvoice <BYDInvoice@caloes.ca.gov>
Sent: Sunday, May 3, 2020 11:33 AM
To: Simonson, Bill@OPS
Subject: RE: Updated Shipping/Tracking
Quick question line 4 hasn't been QA'd yet so do we pay this or not for tomorrow??
Marcia Rockwell AGPA
Cal OES
Logistics Management Directorate
916-845-8609
[REDACTED]

marcia.rockwell@caloes.ca.gov

From: Simonson, Bill@OPS <Bill.Simonson@ops.ca.gov>
Sent: Sunday, May 3, 2020 11:16 AM
To: Rockwell, Marcia@CalOES <Marcia.Rockwell@caloes.ca.gov>
Cc: CalOES BYDInvoice <BYDInvoice@caloes.ca.gov>
Subject: RE: Updated Shipping/Tracking

COVID-19 Bulk Commodity Receipt and Distribution Tracker

					BYD Logistics		Ground Agent				UPS Transportation		UPS Warehouse				AMREP		CDPH		Cal OES Finance			
Flight	Product	Flight Description	Est. Arrival Date	Actual Arrival Date	Exp. Quantity	Actual Quantity	Notified state of flight status / arrival	Clears shipment through customs	Generates DCL, ATMS, and determines go / no go	Add paperwork to "Buy" file / sends to UPS	Pallet no. Confirmed	Notifies UPS when shipment is ready for pickup	Transfers lot from airport warehouse to [REDACTED]	Receives shipment into inventory	Validates carton count	Assigns lot number	Fills inspection quote defined by AMREP	Performs Out of Box Quality Assessment (OBQA) at warehouse	Notifies CDPH of test inspection results Bill.Simonson@ops.ca.gov and Tina.Nelson@ops.ca.gov	Receives OBQA report	OBQA Result	Small acceptance of lot to Bill.Simonson@ops.ca.gov and Tina.Nelson@ops.ca.gov	Receives CDPH Lot approval	Authorizes vendor Payment
1	Surgical	[REDACTED]	[REDACTED]	[REDACTED]	3,700,000	3,090,000	Complete	Complete	Complete	Complete	Complete	Complete	[REDACTED]	Complete	1545	042620	Complete	Abe D. Santos	Complete	Complete	Accepted	Complete	Complete	Complete
2	Surgical	[REDACTED]	[REDACTED]	[REDACTED]	1,400,000	3,598,000	Complete	Complete	Complete	Complete	Complete	Complete	[REDACTED]	Complete	1799	4302020	Complete	Abe D. Santos	Complete	Complete	Accepted	Complete	Complete	Complete
3	Surgical	[REDACTED]	[REDACTED]	[REDACTED]	3,000,000	1,616,000	Complete	Complete	Complete	Complete	Complete	Complete	[REDACTED]	Complete	808	4302020	Complete	Abe D. Santos	Complete	Complete	Accepted	Complete	Complete	Complete
4	Surgical	[REDACTED]	[REDACTED]	[REDACTED]	822,000	822,000	Complete	Complete	Complete	Complete	Complete	Complete	[REDACTED]	Complete	460									
5	Surgical	[REDACTED]	[REDACTED]	[REDACTED]	1,860,000		Complete	Complete	Complete	Complete	Complete	Complete	In Progress											

Bill Simonson
Emergency Manager, Office of Risk and Insurance Management
From: Rockwell, Marcia@CalOES <Marcia.Rockwell@caloes.ca.gov>
Sent: Sunday, May 3, 2020 7:24 AM

To: Simonson, Bill@OPS <Bill.Simonson@ops.ca.gov>

Cc: CalOES BYDInvoice <BYDInvoice@caloes.ca.gov>

Subject: Updated Shipping/Tracking

Hi Bill, I used seeing you yesterday. Hope you got some R&R. Have you gotten a chance to update the shipping and the tracking sheets yet? If so, can you send to me please.

Thus,
Marcia Rockwell AGPA
Cal OES
Logistics Management Directorate
916-845-8609
[REDACTED]
marcia.rockwell@caloes.ca.gov

From: [Bollinger, Jennifer@CalOES](mailto:Bollinger.Jennifer@CalOES)
To: [CalOES BYDinvoice](#)
Subject: test
Date: Monday, April 6, 2020 3:32:45 PM

Jennifer L. Bollinger (formerly Plescia)

Note New Email: Jennifer.Bollinger@caloes.ca.gov

Assistant Chief Counsel

Governor's Office of Emergency Services (Cal OES)

3650 Schriever Avenue

Mather, CA 95655

Office: (916) 845-8815

Cell: (916) 621-8523

Fax: (916) 845-8511

www.caloes.ca.gov

From: [Bollinger, Jennifer@CalOES](mailto:Bollinger.Jennifer@CalOES)
To: [CalOES BYDinvoice](#)
Subject: test
Date: Tuesday, April 7, 2020 7:54:38 AM

Jennifer L. Bollinger (formerly Plescia)

Note New Email: Jennifer.Bollinger@caloes.ca.gov

Assistant Chief Counsel

Governor's Office of Emergency Services (Cal OES)

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