APPENDIX D-4

Beneficiary Eligible Mitigation Action Certification

Rehoboth Christian School Bus Replacement Project
NM-VW-20-21
BENEFICIARY ELIGIBLE MITIGATION ACTION CERTIFICATION

Beneficiary State of New Mexico

Lead Agency Authorized to Act on Behalf of the Beneficiary New Mexico Environment Department

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

<table>
<thead>
<tr>
<th>Action Title:</th>
<th>Rehoboth Christian School Bus Replacement Project</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beneficiary’s Project ID:</td>
<td>NM-VW-20-21</td>
</tr>
<tr>
<td>Funding Request No.</td>
<td>(sequential)008</td>
</tr>
<tr>
<td>Request Type:</td>
<td>☒Reimbursement</td>
</tr>
<tr>
<td></td>
<td>☐Other (specify):</td>
</tr>
<tr>
<td>Payment to be made to:</td>
<td>☐Beneficiary</td>
</tr>
<tr>
<td></td>
<td>☒Other (specify): Rehoboth Christian School</td>
</tr>
<tr>
<td>Funding Request &amp; Direction (Attachment A)</td>
<td>☒Attached to this Certification</td>
</tr>
<tr>
<td></td>
<td>☐To be Provided Separately</td>
</tr>
</tbody>
</table>

**SUMMARY**

**Eligible Mitigation Action** ☒ Appendix D-2 item (specify): Eligible Mitigation Action 2. Class 4-8 School Bus, Shuttle Bus, or Transit Bus (Eligible Buses)

**Action Type**  ☐ Item 10 – DERA Option (5.2.12) (specify and attach DERA Proposal)

**Explanation of how funding request fits into Beneficiary’s Mitigation Plan (5.2.1):**

The Beneficiary Mitigation Plan’s overarching goal is to protect New Mexico’s environment and the health of our citizens. The Trust allows the State the opportunity to offset (mitigate) the impact of excess nitrogen oxide (NOX) emissions associated with the affected vehicles registered within New Mexico. The reduction of NOX from mobile sources achieves the intended use of Trust funds by preventing the deterioration of air quality, ensuring the health and safety of the inhabitants of the state, and promoting visibility improvement within New Mexico. Implementation of diesel NOX reduction projects using Trust funds will have immediate and long-lasting benefits. The proposed project will reduce emissions of NOX, focusing on the most cost-effective vehicles that maximize emission reductions.

**Detailed Description of Mitigation Action Item Including Community and Air Quality Benefits (5.2.2):**

This project consists of replacing six diesel-fueled school buses with six propane-fueled school buses.

**Estimate of Anticipated NOX Reductions (5.2.3):**

Total lifetime NOx reductions from the entire project is estimated to be 10.44 tons

**Identification of Governmental Entity Responsible for Reviewing and Auditing Expenditures of Eligible Mitigation Action Funds to Ensure Compliance with Applicable Law (5.2.7.1):**

The New Mexico Environment Department Administrative Services Division is the governmental entity responsible for reviewing and auditing expenditures of EMA funds to ensure compliance.

**Describe how the Beneficiary will make documentation publicly available (5.2.7.2):**

The New Mexico Environment Department has created a public website, [https://www.env.nm.gov/vw-settlement/](https://www.env.nm.gov/vw-settlement/) for information relating to the Trust, the VW Partial Consent Trust Decrees, New Mexico’s Beneficiary Mitigation Plan, and project implementation information. To provide transparency and accountability, the NMED will post information on its website.
Describe any cost share requirement to be placed on each NO\textsubscript{X} source proposed to be mitigated (5.2.8):

The total project cost is Five Hundred Eighty-Three Thousand, Nine Hundred and Twenty dollars ($583,920.00). Trust funding will provide the requested One Hundred Forty-Three Thousand, Nine Hundred and Eighteen dollars ($143,918.00), approximately 25\% of the final total project cost for the purchase of the propane buses. The remaining Four Hundred Forty Thousand, and two dollars ($440,002.00) constitutes Rehoboth’s cost share.

Describe how the Beneficiary complied with subparagraph 4.2.8, related to notice to U.S. Government Agencies (5.2.9):

On February 27, 2018, NMED sent notice to the U.S. Department of the Interior and the U.S. Department of Agriculture using the contact information provided in subparagraph 4.2.8.

If applicable, describe how the mitigation action will mitigate the impacts of NO\textsubscript{X} emissions on communities that have historically borne a disproportionate share of the adverse impacts of such emissions (5.2.10):

Trust funds have afforded the State the opportunity to advance environmental justice goals. New Mexico’s Draft Mitigation Plan expresses a commitment to prioritizing projects that benefit those communities most impacted by poor air quality. Minorities and those living below the poverty level historically have borne a disproportionate share of air pollution, including air pollution emissions associated with on-road vehicles. The school community serves 460 students in PreK - 12th grade. The project area is defined by the locations reached by the transportation department to bring students onto the school campus on the east side of Gallup. The northern boundary is from Sawmill, AZ east to Tohatchi, NM, and further east to Crownpoint, NM. The eastern boundary is from Crownpoint, NM to Prewitt, NM. The southern boundary is from Sanders, AZ east to Zuni, NM, north to Fort Wingate, NM and east to Prewitt, NM. The western boundary is from Sawmill, AZ south to Oak Springs, AZ, then south and west to Sanders, AZ. Project area is 11\% elderly; 37\% youth (<17 years old) 92\% minority; 44\% below poverty level. The completion of this project is an essential step towards reducing regional air pollution levels, improving human health and addressing environmental inequality.
ATTACHMENTS

(CHECK BOX IF ATTACHED)

☑ Attachment A  Funding Request and Direction.
☑ Attachment B  Eligible Mitigation Action Management Plan Including Detailed Budget and Implementation and Expenditures Timeline (5.2.4).
☑ Attachment C  Detailed Plan for Reporting on Eligible Mitigation Action Implementation
☑ Attachment D  Detailed cost estimates from selected or potential vendors for each proposed expenditure exceeding $25,000 (5.26).
☐ Attachment E  DERA Option (5.2.12). [Attach only if using DERA option.]
☐ Attachment F  Attachment specifying amount of requested funding to be debited against each beneficiary's allocation (5.2.13).

CERTIFICATIONS

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

1. This application is submitted on behalf of Beneficiary the State of New Mexico, and the person executing this certification has authority to make this certification on behalf of the Lead Agency and Beneficiary, pursuant to the Certification for Beneficiary Status filed with the Court.
2. Beneficiary requests and directs that the Trustee make payments described in this application and Attachment A to this Form.
3. This application contains all information and certifications required by Paragraph 5.2 of the Trust Agreement, and the Trustee may rely on this application, Attachment A, and related certifications in making disbursements of trust funds for the aforementioned Project ID.
4. Any vendors were or will be selected in accordance with a jurisdiction’s public contracting law as applicable. (5.2.5)
5. Beneficiary will maintain and make publicly available all documentation submitted in support of this funding request and all records supporting all expenditures of eligible mitigation action funds subject to applicable laws governing the publication of confidential business information and personally identifiable information. (5.2.7.2)

DATED: 4/5/2021

[NAME]  Elizabeth Bisbey-Kuehn
[TITLE]  Chief, Air Quality Bureau

New Mexico Environment Department
[LEAD AGENCY]  For

State of New Mexico
[BENEFICIARY]
ATTACHMENT A

FUNDING REQUEST AND DIRECTION

(Attachment to Appendix D-4, Beneficiary Eligible Mitigation Action Certification, pursuant to Paragraph 5.2 of the Environmental Mitigation Trust Agreement)

Pursuant to the authority granted to the New Mexico Environment Department to act on behalf of the State of New Mexico under the Mitigation Trust, the New Mexico Environment Department directs the Trustee to make the following payments from its Subaccount No. 122969-017 To the following payees, for the amounts specified on the dates specified below.

LEAD AGENCY INFORMATION

<table>
<thead>
<tr>
<th>Beneficiary Name:</th>
<th>State of New Mexico</th>
<th>Lead Agency Contact Person:</th>
<th>Kerwin Singleton</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lead Agency Name:</td>
<td>New Mexico Environment Department</td>
<td>Lead Agency Email Address:</td>
<td><a href="mailto:kerwin.singleton@state.nm.us">kerwin.singleton@state.nm.us</a></td>
</tr>
<tr>
<td>Lead Agency Address:</td>
<td>1190 Saint Francis Drive, PO Box 5469, Santa Fe, NM 87502-5469</td>
<td>Lead Agency Fax:</td>
<td>505-476-4375</td>
</tr>
<tr>
<td>Lead Agency Phone:</td>
<td>505-476-4350</td>
<td>Lead Agency TIN:</td>
<td>122969-017</td>
</tr>
</tbody>
</table>

Contact Information entered above may be correspond to Lead Agency or any authorized person with delegation of such authority to direct the Trustee delivered to the Trustee pursuant to a Delegation of Authority and Certificate of Incumbency.

MITIGATION ACTION INFORMATION

<table>
<thead>
<tr>
<th>Action Title:</th>
<th>Beneficiary’s Project ID:</th>
<th>Funding Request No:</th>
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<tbody>
<tr>
<td>Central New Mexico Community College Marketplace Project</td>
<td>NM-VW-20-21</td>
<td>008</td>
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PAYMENTS REQUESTED

<table>
<thead>
<tr>
<th>Amount</th>
<th>Requested Date</th>
<th>Payee</th>
<th>Request Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>$143,918</td>
<td>4/5/21</td>
<td>Rehoboth Christian School</td>
<td>Reimbursement</td>
</tr>
</tbody>
</table>


**PAYEE CONTACT AND WIRE INFORMATION**

**PAYEE CONTACT INFORMATION**

<table>
<thead>
<tr>
<th>Action Title</th>
<th>Beneficiary Project ID</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rehoboth Christian School, Bus Replacement Project</td>
<td>NM-VW-20-21</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Payee Name</th>
<th>Payee Contact Person</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rehoboth Christian School Association</td>
<td>Periskila Brink (Finance Director)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Payee Address</th>
<th>Payee Email Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>PO Box 41 (211 Tse Yaaniichii St), Rehoboth, NM 87322</td>
<td><a href="mailto:pbrink@rcsnm.org">pbrink@rcsnm.org</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Payee Phone</th>
<th>Payee Fax</th>
</tr>
</thead>
<tbody>
<tr>
<td>(505) 726-9704 or cell (616) 256-0883</td>
<td>(505) 726-9635</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Payment Amount</th>
<th>Requested Date</th>
<th>Request Type</th>
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</thead>
<tbody>
<tr>
<td>$ 143,918.00</td>
<td>4/5/21</td>
<td>Reimbursement</td>
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</table>

**WIRE INFORMATION**

<table>
<thead>
<tr>
<th>Receiving Bank Name</th>
<th>Bank of Colorado (doing business as Pinnacle Bank)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Receiving Bank Branch:</td>
<td></td>
</tr>
<tr>
<td>Receiving Bank Address:</td>
<td>107 East Aztec Avenue, Gallup, NM 87301</td>
</tr>
<tr>
<td></td>
<td>Tel: 505-722-4411</td>
</tr>
<tr>
<td>Bank Swift ID:</td>
<td>N/A</td>
</tr>
<tr>
<td>Bank ABA Number (Sort Code, BLZ)</td>
<td></td>
</tr>
<tr>
<td>Amount of Wire:</td>
<td>$ 143,918</td>
</tr>
<tr>
<td>Message to Payee:</td>
<td>NMED VW Trust – Rehoboth Christian School</td>
</tr>
<tr>
<td>Instructions to Receiving Bank:</td>
<td>VW Bus Reimbursement</td>
</tr>
<tr>
<td>For Credit to:</td>
<td>3010275875</td>
</tr>
<tr>
<td>Other Special Instructions:</td>
<td></td>
</tr>
</tbody>
</table>

Elizabeth Bisbey-Kuehn
Chief, Air Quality Bureau
## PROJECT SCHEDULE AND MILESTONES

<table>
<thead>
<tr>
<th>Milestone</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lead Agency Provides Notice of Availability of Mitigation Action Funds</td>
<td>7/15/2019</td>
</tr>
<tr>
<td>Pre-application meetings with applicants</td>
<td>7/15/2019 through 1/9/2020</td>
</tr>
<tr>
<td>Project Sponsor Submits Proposal to Lead Agency</td>
<td>1/9/2020</td>
</tr>
<tr>
<td>Lead Agency Provides Written Approval of Project Sponsor’s Proposal</td>
<td>6/10/2020</td>
</tr>
<tr>
<td>Project agreements signed.</td>
<td>7/20/20</td>
</tr>
<tr>
<td>Lead Agency Incorporates Project Sponsor’s Proposal into Mitigation Plan</td>
<td>7/12/2019</td>
</tr>
<tr>
<td>Trustee Acknowledges Receipt of Project Certification and Funding Direction</td>
<td>Q2 2021</td>
</tr>
<tr>
<td>Trustee Allocates Share of State Funds for Approved Project</td>
<td>Q2 2021</td>
</tr>
<tr>
<td>Project Sponsor Obtains Cost Share, Notifies or Certifies to Lead Agency</td>
<td>Q2 2021</td>
</tr>
<tr>
<td>Project Sponsor Enters into Contracts, Purchase Orders, etc. – Start</td>
<td>10/12/20</td>
</tr>
<tr>
<td>Project Sponsor Enters into Contracts, Purchase Orders, etc. – Complete</td>
<td>11/30/2020</td>
</tr>
<tr>
<td>Project Installations(s) – Start</td>
<td>10/12/20</td>
</tr>
<tr>
<td>Project Installations(s) – Complete</td>
<td>3/26/21</td>
</tr>
<tr>
<td>Project Sponsor provides detailed invoices for all claimed project costs, documentation for emission reduction estimates, required certification documents to Lead Agency to support direction to Trustee for Payment (Reimbursement, Direct-to-Vendor) or final accounting (Forward Funded Projects)</td>
<td>3/30/21</td>
</tr>
<tr>
<td>Lead Agency completes review and certifies payment direction to Trustee (Reimbursement)</td>
<td>Q2 2021</td>
</tr>
<tr>
<td>Trustee Acknowledges Receipt of Direction for Payment(s) (Advance Funded, Reimbursement)</td>
<td>Q2 2021</td>
</tr>
<tr>
<td>Lead Agency Reports Project Completion</td>
<td>Q2 2021</td>
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</table>

## PROJECT BUDGET

<table>
<thead>
<tr>
<th>Budget Category</th>
<th>Total Approved Budget</th>
<th>Share of Total Budget Funded by the Trust</th>
<th>Cost-Share, if applicable (Entity #1)</th>
<th>Cost-Share, if applicable (Entity #2)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Equipment Expenditure</td>
<td>$583,920</td>
<td>$143,918</td>
<td>$440,002</td>
<td>$0</td>
</tr>
<tr>
<td>2. Contractor Support</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>3. Subrecipient Support</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>4. Administrative ¹</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td><strong>Project Totals</strong></td>
<td><strong>$583,920</strong></td>
<td><strong>$143,918</strong></td>
<td><strong>$440,002</strong></td>
<td><strong>$0</strong></td>
</tr>
<tr>
<td><strong>Percentage</strong></td>
<td>100%</td>
<td>25%</td>
<td>75%</td>
<td>0%</td>
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¹Subject to Appendix D-2 15% administrative cap.
The New Mexico Environment Department (NMED), as the lead agency for the State of New Mexico for implementing the Volkswagen Environmental Mitigation Settlement Plan, has established a webpage for the Settlement and mitigations actions, www.env.nm.gov/vw-settlement/. NMED will post documents and links as required under Paragraph 7 of Appendix D-3 Certification for Beneficiary Status form. The NMED is subject to the Open Meetings Act, which provides the statutory guidelines for conducting public meetings and the Inspection of Public Records Act, which is a New Mexico state law that provides the public and media access to public information.

For the initial round of funding, NMED solicited, through a competitive process, public and private entities for funding opportunities. Projects were selected through a scored application using an identified scoring criterion. The records of selected projects will be posted and made available on the NMED VW Settlement webpage. The public website was created specifically to provide information related to the Trust, the VW Partial Consent Decrees, and accountability. The NMED will post timely updates on the following:

- General information on the Trust and Consent Decrees
- The State’s final Beneficiary Plan
- All public records supporting funding requests the NMED submits to the Trust
- All public records supporting all expenditures of the Trust Fund
- NMED contact information

After the initial round of funding, NMED will periodically evaluate the implementation of the State’s Beneficiary Mitigation Plan (BMP) and associated Eligible Mitigation Actions and will determine whether any revisions to the BMP and funding levels need to be reevaluated. If revisions to the BMP are warranted, NMED will seek public input on BMP revisions with a minimum of a 30 – day public comment period.

In addition, the State will also comply with the reporting obligations listed in the Environmental Mitigation Trust Agreement for State Beneficiaries in Subparagraph 5.3.
ATTACHMENT D
DETAILED COST ESTIMATE FROM SELECTED OR POTENTIAL VENDORS
FOR EACH PROPOSED EXPENDITURE EXCEEDING $25,000 (5.2.6)

See attached invoice from Tillery Bus Sales
March 30, 2021

Kerwin Singleton
525 Camino De Los Marquez
Suite 1
Santa Fe, NM 87505
Kerwin.singleton@state.nm.us

RE: Reimbursement Request under Rehoboth Christian School Association for Propane School Buses # NM-VW-20-21 Project

Dear Mr. Singleton,

The Rehoboth Christian School Association hereby submits its request for reimbursement for its actual allowable costs incurred in completing the work in the project scope per the Project Agreement referenced above. I have attached invoices and proof of wire transfer to Tillery Chevrolet (Tillery Bus Sales) in the aggregate amount of $583,920. Pursuant to Attachment B to the Agreement, the Rehoboth Christian School Association requests reimbursement in the amount of $143,918.00. Please advise if NMED requires any further documentation to support this request.

With Thanks,

Ken Zylstra
Director of Advancement
(505) 488-3900 mobile
(505) 726-9683 office
kzylstra@rcsnm.org

enc: Invoices, Proof of Payment, Wire Information
Rehoboth Christian School  
Mr. Ken Zylstra  
Mr. Jon Terborg  
PO Box 41  
Rehoboth, NM 87322

Dear Mr. Zylstra and Mr. Terborg,

RE: VIN: 1BAKGCB31NF379987  
1BAKGCB3AXNF379986  
1BAKGCB38NF379985  
1BAKGCB4NF379983  
1BAKGCB6NF379984  
1BAKGCB2NF379982

Thank you for your payment.

We also want to thank you for choosing our dealership with whom to do business and appreciate the opportunity to provide your six 2022 Blue Bird Vision school buses.

Enclosed you will find your Certificate of Origins and Buyer’s Order Agreements. You will need these, along with proof of insurance, in order to register the vehicle. This needs to be completed at any MVD office location.

With our understanding The Department of Motor Vehicle will only be taking online appointments at this time. To make an appointment go to www.mvdonline.com.

If at any time you feel we can be of further service to you, please do not hesitate to give us a call.

Sincerely,

Fidelia Hibler  
Office Staff

Encs.

www.tillerybus.com  
EMAIL: kelly@tillerycars.com or jess@tillerycars.com  
PHONE: (505) 832-4431 • FAX: (505) 832-4208  
TOLL FREE: (800) 743-4431
Tillery Buick GMC, LLC - (Dealer)
2221 Autumn Brush
Los Lunas, New Mexico 87031
P: 505-863-4431  F: 505-863-4208

Buyer Name: REHOBOTH CHRISTIAN SCHOOL  Co-Buyer Name: N/A
Address: REHOBOTH  State: NM  Zip: 87322  Home Phone: (505) 863-2145

Purchased Vehicle

<table>
<thead>
<tr>
<th>Year</th>
<th>Make</th>
<th>Model</th>
<th>Color</th>
</tr>
</thead>
<tbody>
<tr>
<td>2023</td>
<td>BLUE BIRD</td>
<td>VISION</td>
<td>YELLOW</td>
</tr>
</tbody>
</table>

VIN: 1BA6DB7F63759762

DEALER INSTALLED ACCESSORIES:

SELLING PRICE: 97,323.00

WARRANTY INFORMATION
NEW VEHICLES AND DEMONSTRATORS: THIS VEHICLE IS SOLD WITH A MANUFACTURER'S LIMITED WARRANTY. THE MANUFACTURER'S LIMITED WARRANTY IS BUYER'S EXCLUSIVE REMEDY FOR ANY DEFECTS IN THE VEHICLE. DEALER MAY PERFORM REPAIRS UNDER THE MANUFACTURER'S LIMITED WARRANTY, BUT DEALER IS NOT RESPONSIBLE FOR THE MANUFACTURER'S LIMITED WARRANTY OR FOR ANY IMPLIED WARRANTIES MADE BY THE MANUFACTURER. DEALER MAKES NO WARRANTY ON THIS VEHICLE AND DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IF ANY WARRANTY IS DEEMED TO HAVE BEEN MADE BY DEALER, OR IF THIS VEHICLE IS SOLD WITH A SERVICE CONTRACT, THE TERMS OF SUCH WARRANTY OR SERVICE CONTRACT ARE AS PROVIDED THEREIN, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE LIMITED TO THE DURATION OF SUCH WARRANTY OR SERVICE CONTRACT, AND BUYER'S EXCLUSIVE REMEDY IS REPAIR OR REPLACEMENT OF DEFECTIVE PARTS BY DEALER.

USED VEHICLES: "NEW MEXICO LAW REQUIRES THAT THIS VEHICLE WILL BE FIT FOR THE ORDINARY PURPOSES FOR WHICH THE VEHICLE IS USED FOR FIFTEEN DAYS OR FIVE HUNDRED MILES AFTER DELIVERY. WHICHEVER IS EARLIER, EXCEPT WITH REGARD TO PARTICULAR DEFECTS DISCLOSED ON THE FIRST PAGE OF THIS AGREEMENT, YOU (THE CONSUMER) WILL HAVE TO PAY UP TO TWENTY-FIVE DOLLARS ($25.00) FOR EACH IF THE FIRST TWO REPAIRS IF THE WARRANTY IS VIOLATED" THIS VEHICLE IS OTHERWISE SOLD AS IS (AFTER 15 DAYS OR 500 MILES), WITHOUT ANY FURTHER WARRANTY, EXPRESSED OR IMPLIED, UNLESS A FURTHER WARRANTY IS GIVEN IN WRITING BY DEALER, OR IF THIS VEHICLE IS SOLD WITH A SERVICE CONTRACT, THEN THE TERMS OF SUCH FURTHER WARRANTY OR SERVICE CONTRACT ARE AS PROVIDED THEREIN, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE LIMITED TO THE DURATION OF SUCH WRITTEN WARRANTY OR SERVICE CONTRACT, AND BUYER'S EXCLUSIVE REMEDY IS REPAIR OR REPLACEMENT OF DEFECTIVE PARTS BY DEALER.

USED VEHICLES: ATTENTION CONSUMER: Sign here only if the dealer has told you that this vehicle has the following problems and you agree to the vehicle on those terms:

1. 
2. 
3. 
4. 

Consumer Signature: 

ALL VEHICLES: DEALER IS NOT LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THIS SALE OR THE USE OF THIS VEHICLE, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF TIME, INCONVENIENCE, TRANSPORTATION, RENTAL, LOSS OF EARNINGS OR PROFITS, OR ANY COMMERCIAL LOSS.

USED VEHICLES AND DEMONSTRATORS: THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

Dealer states under oath that to the best of Dealer's knowledge there has been no alteration or chassis repair due to wreck. The damage on the vehicle being purchased, except as noted in other documents as part of this agreement.

Buyer states under oath that to the best of Buyer's knowledge there has been no alteration or chassis repair due to wreck damage on the trade-in vehicle, except as noted in other documents as part of this agreement.

Initial: 

The full purchase price is due upon delivery. This is a buyer's order agreement, not a credit agreement. Dealer is not a lender. Dealer may assist Buyer in arranging financing, but Dealer is not responsible for obtaining financing. Dealer-arranged financing may be negotiated. Dealer may receive a portion of finance charge from the lender. Buyer grants Dealer a security interest in the vehicle being purchased under the Uniform Commercial Code to secure full payment. Dealer has all rights and remedies of a secured party under the Uniform Commercial Code. Buyer is not bound by credit terms until credit disclosures are made. Buyer may require Buyer's deposit if Buyer fails to complete the purchase after the vehicle has been delivered or after this agreement becomes binding.

This vehicle is being delivered pending, and subject to third party credit approval and financing ("Spot Delivery"). Dealer does not guarantee credit approval. Buyer must return the vehicle to Dealer immediately upon demand financing falls for any reason.

SPOT DELIVERY: Buyer has the right to void this purchase if financing is not approved within 20 calendar days after delivery of the vehicle. Buyer has the right to the trade-in and all money paid by Buyer if Buyer voids this contract under this paragraph. To exercise this right, Buyer must return the vehicle to the dealer in the same condition received (normal wear and tear excepted), within 48 hours of receipt of notice that financing was not approved. Dealer shall not charge any fees as long as the vehicle is returned as provided in this paragraph.

Buyer agrees to buy and Seller agrees to sell this vehicle on the terms on both sides of this agreement. This agreement and any finance contract are an exclusive statement of the agreement between Buyer and Dealer, and cancel and supersede any oral or other agreement, promise or alleged representation concerning the vehicle and this purchase. No modification of this agreement will be recognized unless made in writing and signed by Dealer. This agreement is not binding on Dealer until signed by Dealer's authorized representative. Note: This agreement contains a mandatory mediation and arbitration provision - see reverse. See additional terms printed on the back side of this agreement.

Buyer: 

Dealer: 

Date: 11/24/00
NEW VEHICLES AND DEMONSTRATORS: THIS VEHICLE IS SOLD WITH A MANUFACTURER'S LIMITED WARRANTY. THE MANUFACTURER'S LIMITED WARRANTY IS BUYER'S EXCLUSIVE REMEDY FOR ANY DEFECTS IN THE VEHICLE. DEALER MAY PERFORM REPAIRS UNDER THE MANUFACTURER'S LIMITED WARRANTY, BUT DEALER IS NOT RESPONSIBLE FOR THE MANUFACTURER'S LIMITED WARRANTY OR FOR ANY IMPLIED WARRANTIES MADE BY THE MANUFACTURER. DEALER MAKES NO WARRANTY ON THIS VEHICLE AND DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IF ANY WARRANTY IS DISCLAIMED BY DEALER, THEN THIS VEHICLE IS SOLD WITH A SERVICE CONTRACT. THE TERMS OF SUCH WARRANTY OR SERVICE CONTRACT ARE AS PROVIDED THEREIN. ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE LIMITED TO THE DURATION OF SUCH WARRANTY OR SERVICE CONTRACT, AND BUYER'S EXCLUSIVE REMEDY IS REPAIR OR REPLACEMENT OF DEFECTIVE PARTS BY DEALER.

USED VEHICLES: "NEW MEXICO LAW REQUIRES THAT THIS VEHICLE WILL BE FIT FOR THE ORDINARY PURPOSES FOR WHICH THE VEHICLE IS USED. USED VEHICLES MAY BE SOLD IN FIFTEEN DAYS OR FIVE HUNDRED MILES AFTER DELIVERY. WHETHER OR NOT THE CONSUMER WILL HAVE TO PAY UP TO TWENTY-FIVE DOLLARS ($25.00) FOR EACH OF THE FIRST TWO REPAIRS IF THE WARRANTY IS VIOLATED. THIS VEHICLE IS OTHERWIDE SOLD AS IS (AFTER 15 DAYS OR 500 MILES), WITHOUT ANY FURTHER WARRANTY, EXPRESSED OR IMPLIED, UNLESS A FURTHER WARRANTY IS GIVEN IN WRITING BY DEALER, OR IF THIS VEHICLE IS SOLD WITH A SERVICE CONTRACT, THEN THE TERMS OF SUCH FURTHER WARRANTY OR SERVICE CONTRACT ARE AS PROVIDED THEREIN. ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE LIMITED TO THE DURATION OF SUCH WRITTEN WARRANTY OR SERVICE CONTRACT, AND BUYER'S EXCLUSIVE REMEDY IS REPAIR OR REPLACEMENT OF DEFECTIVE PARTS BY DEALER.

USED VEHICLES: ATTENTION CONSUMER: Sign here only if the dealer has told you that this vehicle has the following problems and you agree to by the vehicle on those terms:
1.
2.
3.
4.

Consumer Signature:

ALL VEHICLES: DEALER IS NOT LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF THIS SALE OR THE USE OF THIS VEHICLE, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF TIME, INCONVENIENCE, TRANSPORTATION, RENTAL, LOSS OF EARNINGS OR PROFITS, OR ANY COMMERCIAL LOSS.

USED VEHICLES AND DEMONSTRATORS: THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.
Buyer's Order Agreement

Tillery Buick GMC, LLC - (Dealer)
2221 Autumn Brush
Los Lunas, New Mexico 87031
P: 505-565-3333 • F: 505-565-3467

Buyer Name: REHOBOTH CHRISTIAN SCHOOL Co-Buyer Name: N/A

Address: PO BOX 41 City: REHOBOTH State: NM Zip: 87322 Home Phone: (505) 662-2185

Date: 10/29/20

VIN: 1BAKGBA1NF379987 Year: 2022 Make: BLUE BIRD Model: VISION Color: YELLOW

Odometer: 1,526

Purchased Vehicle

New / Used / Demo: NEW

Work Phone: (505) 662-2185

Trade Vehicle

Year: 2022 Make: MODEL: VIN: 1BAKGBA1NF379987 Color: YELLOW

Odometer: 1,526

Selling Price: 97,320.00

Dealer Installed Accessories: N/A

BB Body #65872 0.00

REHOBOTH DO #6982 0.00

REHOBOTH CHRISTIAN SCHOOL 0.00

Bus # 16 0.00

Rebates: < N/A

Price of Car Including Accessories: 97,320.00

Less Trade Allowance: < N/A

Taxable Total: 97,320.00

Excise Tax: N/A

License Fee: N/A

Dealer Transferred Service Charge: N/A

Total Due: 97,320.00

Payoff on Trade-In: N/A

Total Due: 97,320.00

Note: The payoff balance and the fees are estimates only. At the time the balances and fees are verified and actually determined, appropriate adjustments, if necessary, will be made.

Total Cash Down: < N/A

Credit Insurance: N/E

Guaranteed Asset Protection: N/E

Tire & Wheel Coverage: N/E

Extended Service Agreement: N/E

Balance Due: 97,320.00

Dealer states under oath that to the best of his knowledge there has been no alteration or chassis repair due to wreck damage on the vehicle being purchased, except as noted in other documents as part of this agreement.

Buyer states under oath that to the best of Buyer's knowledge there has been no alteration or chassis repair due to wreck damage on the trade-in vehicle, except as noted in other documents as part of this agreement.

Initial:

1.2.3.4.

Consumer Signature:

ALL VEHICLES: DEALER IS NOT LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF THIS SALE OR THE USE OF THIS VEHICLE, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF TIME, INCONVENIENCE, TRANSPORTATION, RENTAL, LOSS OF EARNINGS OR PROFITS, OR ANY COMMERCIAL LOSS.

USED VEHICLES: ATTENTION CONSUMER: Sign here only if the dealer has told you that this vehicle has the following problems and you agree to buy the vehicle on those terms:

- [ ]
- [ ]
- [ ]
- [ ]

The full purchase price is due upon delivery. This is a buyer's order agreement, not a credit agreement. Dealer is not a lender. Dealer may assist Buyer in arranging financing, but Dealer is not responsible for obtaining financing. Dealer charge is 3% of vehicle price and is not a finance charge. Buyer is responsible for any other finance charges or fees such as title fees, license fees, smog fees, etc. Buyer grants Dealer a security interest in the vehicle being purchased under the Uniform Commercial Code to secure full payment. Dealer has all rights and remedies of a secured party under the Uniform Commercial Code. Buyer is bound by credit terms until credit disclosures have been made. Dealer may retain Buyer's deposit if Buyer fails to complete this purchase after the vehicle has been delivered or after this agreement becomes binding.

This vehicle is being delivered pending and subject to third party credit approval and financing. "Spot Delivery." Dealer does not guarantee credit approval. Buyer must return the vehicle to Dealer immediately upon demand if financing fails for any reason.

SPOT DELIVERY: Buyer has the right to void this purchase if financing is not approved within 20 calendar days after delivery of the vehicle. Buyer has the right to the return of any trade-in and all money paid by Buyer, if Buyer voids this contract under this paragraph. To exercise this right, Buyer must return the vehicle to the Dealer in the same condition received (normal wear and tear excepted), within 48 hours of receipt of notice that financing was not approved. Dealer shall not charge any fees as long as the vehicle is returned as provided in this paragraph.

Buyer agrees to buy and Dealer agrees to sell this vehicle on the terms set forth in this agreement and any finance contract are an exclusive statement of the agreement between Buyer and Dealer, and cannot be supplemented by any oral or other agreement, promise or alleged representation concerning the vehicle and this purchase. No modification of this agreement will be recognized unless made in writing and signed by Dealer. This agreement is not binding on Dealer until signed by Dealer's authorized representative. Note: This agreement contains a mandatory mediation and arbitration provision - see reverse. See additional terms printed on the back side of this agreement.

Buyer: [Signature]

Co-Buyer: [Signature]
NEW VEHICLES AND DEMONSTRATORS: THIS VEHICLE IS SOLD WITH A MANUFACTURER'S LIMITED WARRANTY. THE MANUFACTURER'S LIMITED WARRANTY IS THE EXCLUSIVE REMEDY FOR ANY DEFECTS IN THE VEHICLE. DEALER MAY PERFORM REPAIRES UNDER THE MANUFACTURER'S LIMITED WARRANTY, BUT DEALER IS NOT RESPONSIBLE FOR THE MANUFACTURER'S LIMITED WARRANTY OR FOR ANY IMPLIED WARRANTIES MADE BY THE MANUFACTURER. DEALER MAKES NO WARRANTY ON THIS VEHICLE AND DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTIFICULAR PURPOSE. IF ANY WARRANTY IS DEEMED TO HAVE BEEN MADE BY DEALER, OR IF THIS VEHICLE IS SOLD WITH A SERVICE CONTRACT, THE TERMS OF SUCH WARRANTY OR SERVICE CONTRACT, ARE AS PROVIDED THEREIN, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE LIMITED TO THE DURATION OF SUCH WARRANTY OR SERVICE CONTRACT, AND BUYER'S EXCLUSIVE REMEDY IS REPAIR OR REPLACEMENT OF DEFECTIVE PARTS BY DEALER.

USED VEHICLES: "NEW MEXICO LAW DEEM THAT THIS VEHICLE WOULD BE FIT FOR THE ORDINARY PURPOSES FOR WHICH THE VEHICLE IS USED FOR FIFTEEN DAYS OR FIFTY DAYS AFTER DELIVERY, WHETHER EVER IS EARLIER, EXCEPT WITH REGARD TO PARTICULAR DEFECTS DISCLOSED ON THE FIRST PAGE OF THIS AGREEMENT. YOU (THE CONSUMER) WILL HAVE TO PAY UP TO TWENTY-FIVE DOLLARS ($25.00) FOR EACH OF THE FIRST TWO REPAIRS IF THE WARRANTY IS VIOLATED." THIS VEHICLE IS OTHERWISE SOLD AS IS (AFTER 15 DAYS OR 500 MILES), WITHOUT ANY FURTHER WARRANTY, EXPRESSED OR IMPLIED, UNLESS A FURTHER WARRANTY IS GIVEN IN WRITING BY DEALER, OR IF THIS VEHICLE IS SOLD WITH A SERVICE CONTRACT, THE TERMS OF SUCH WARRANTY OR SERVICE CONTRACT ARE AS PROVISED THEREIN. ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE LIMITED TO THE DURATION OF SUCH WRITTEN WARRANTY OR SERVICE CONTRACT, AND BUYER'S EXCLUSIVE REMEDY IS REPAIR OR REPLACEMENT OF DEFECTIVE PARTS BY DEALER.

USED VEHICLES: ATTENTION CONSUMER: Sign here only if the dealer has told you that this vehicle has the following problems and you agree to the vehicle on those terms:

1.
2.
3.
4.

Consumer Signature:

ALL VEHICLES: DEALER IS NOT LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THIS SALE OR THE USE OF THIS VEHICLE, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF TIME, INCONVENIENCE, TRANSPORTATION, RENTAL, LOSS OF EARNINGS OR PROFITS, OR ANY COMMERCIAL LOSS.

USED VEHICLES AND DEMONSTRATORS: THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERWRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

The full purchase price is due upon delivery. This is a buyer's order agreement, not a credit agreement. Dealer is not a lender. Dealer may assist Buyer in arranging financing, but Dealer is responsible for obtaining financing. Dealer-arranged finance rates (APR) may be negotiated. Dealer may receive a portion of finance charge from the lender. Dealer has all rights and remedies of a secured party under the Uniform Commercial Code. Buyer is not bound by credit terms until credit disclosures have been made. Buyer states under oath that to the best of Buyer's knowledge there has been no alteration or chassis repair due to wrecks damage on the vehicle being purchased, except as noted in other documents as part of this agreement. Buyer states under oath that to the best of Buyer's knowledge there has been no alteration or chassis repair due to wrecks damage on the vehicle being purchased, except as noted in other documents as part of this agreement. Initial:

Dealer states under oath that to the best of Dealer's knowledge there has been no alteration or chassis repair due to wrecks damage on the vehicle being purchased, except as noted in other documents as part of this agreement. Initial:

经销商同意在车辆交付时，立即支付全部购车款，以及任何未付款项。经销商不承担车辆在使用过程中的任何间接、后果性或惩罚性损失。经销商保留对车辆的全部权利和救济，包括在统一商业法下的权利。买家不被信用条款约束，除非信用披露已经完成。买家声明，除其他文件中所述内容外，车辆没有进行任何改装或车身维修。
### Warranty Information

New vehicles and demonstrators: This vehicle is sold with a manufacturer's limited warranty. The manufacturer's limited warranty is buyer's exclusive remedy for any defects in the vehicle. Dealer may perform repairs under the manufacturer's limited warranty, but dealer is not responsible for the manufacturer's limited warranty or for any implied warranties made by the manufacturer. Dealer makes no warranty on this vehicle and disclaims any implied warranty of merchantability or fitness for a particular purpose. If any warranty is deemed to have been made by dealer, or if this vehicle is sold with a service contract, the terms of such warranty or service contract are as provided therein, any implied warranties of merchantability or fitness for a particular purpose are limited to the duration of such warranty or service contract, and buyer's exclusive remedy is repair or replacement of defective parts by dealer.

Used vehicles: "New Mexico law requires that this vehicle will be fit for the ordinary purposes for which the vehicle is used for fifteen days or five hundred miles after delivery. Whenever earlier, except with regard to particular defects disclosed on the first page of this agreement, you (the consumer) will have to pay up to twenty-five dollars ($25.00) for each of the first two repairs if the warranty is violated." This vehicle is otherwise sold as is (after 15 days or 500 miles), without any further warranty, expressed or implied, unless a further warranty is given in writing by dealer, or if this vehicle is sold with a service contract, then the terms of such further warranty or service contract are as provided therein. Any implied warranties of merchantability or fitness for a particular purpose are limited to the duration of such written warranty or service contract, and buyer's exclusive remedy is repair or replacement of defective parts by dealer.

### Used Vehicles: Attention Consumer: Sign here only if the dealer has told you that this vehicle has the following problems and you agree to the vehicle on those terms:

1.
2.
3.
4.

Consumer Signature:

All vehicles: Dealer is not liable for incidental, consequential or punitive damages arising out of this sale or the use of this vehicle, including but not limited to loss of use, loss of time, inconvenience, transportation, rental, loss of earnings or profits, or any commercial loss.

### Used Vehicles and Demonstrators: The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions of the sale.


### Warranty Information

**NEW VEHICLES AND DEMONSTRATORS:** This vehicle is sold with a manufacturer's limited warranty. The manufacturer's limited warranty is buyer's exclusive remedy for any defects in the vehicle. Dealer may perform repairs under the manufacturer's limited warranty, but dealer is not responsible for the manufacturer's limited warranty or for any implied warranties made by the manufacturer. Dealer makes no warranty on this vehicle and disclaims any implied warranty of merchantability or fitness for a particular purpose. If any warranty is deemed to be made by dealer, or if this vehicle is sold with a service contract, the terms of any such warranty or service contract are as provided therein, any implied warranties of merchantability or fitness for a particular purpose are limited to the duration of such warranty or service contract, and buyer's exclusive remedy is repair or replacement of defective parts by dealer.

**USED VEHICLES:** "NEW MEXICO LAW REQUIRES THAT THIS VEHICLE WILL BE FIT FOR THE ORDINARY PURPOSES FOR WHICH THE VEHICLE IS USED FOR FIFTEEN DAYS OR FIVE HUNDRED MILES AFTER DELIVERY. WHICHEVER IS EARLIER, EXCEPT WITH REGARD TO PARTICULAR DEFECTS DISCLOSED ON THE FIRST PAGE OF THIS AGREEMENT YOU (THE CONSUMER) WILL HAVE TO PAY UP TO TWENTY-FIVE DOLLARS ($25.00) FOR EACH OF THE FIRST TWO REPAIRS IF THE WARRANTY IS VIOLATED." THIS VEHICLE IS OTHERWISE SOLD AS IS (AFTER 15 DAYS OR 500 MILES), WITHOUT ANY FURTHER WARRANTY, EXPRESSED OR IMPLIED, UNLESS A FURTHER WARRANTY IS GIVEN IN WRITING BY DEALER, OR IF THIS VEHICLE IS SOLD WITH A SERVICE CONTRACT, THEN THE TERMS OF SUCH FURTHER WARRANTY OR SERVICE CONTRACT ARE AS PROVIDED THEREIN, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE LIMITED TO THE DURATION OF SUCH WRITTEN WARRANTY OR SERVICE CONTRACT, AND BUYER'S EXCLUSIVE REMEDY IS REPAIR OR REPLACEMENT OF DEFECTIVE PARTS BY DEALER.

**USED VEHICLES:** ATTENTION CONSUMER: Sign here only if the dealer has told you that this vehicle has the following problems and you agree to by the vehicle on those terms:

1.
2.
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4.

Consumer Signature:

ALL VEHICLES: DEALER IS NOT LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THIS SALE OR THE USE OF THIS VEHICLE, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF TIME, INCONVENIENCE, TRANSPORTATION, RENTAL, LOSS OF EARNINGS OR PROFITS, OR ANY COMMERCIAL LOSS.

**USED VEHICLES AND DEMONSTRATORS:** THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.
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(*) INDICATES A GAP IN CHECK NUMBER SEQUENCE

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FPS-IPX-Debits CSRIC 25 11/03 | 7,121.76
**WIRE/OUT-202030800259;BNF TILLEY CHEVROLET OPERATING ACCT;OBI REHOBOTH CHRISTIA** 11/03 | 583,920.00
CARDMEMBER SERV WEB PYMT ******9670 11/06 | 23,181.49
NAVIA BENEFIT SO FLEXIBLE B RS8 11/09 | 30.00
NAVIA BENEFIT SO FLEXIBLE B RS8 11/09 | 155.65
DISCOUNT TSYS/TRANSFIRST 39300979145561 REHOBOTH CHRISTIAN SCH DISCOUNT 11/10 | 531.47
PAYCOM PAYCOM PAY RA56 11/12 | 109,809.33
PaymentSpring REMITTANCE 21265 11/16 | 5.10
NAVIA BENEFIT SO FLEXIBLE B RS8 11/16 | 73.00

**CONTINUED**