

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)*

<b>Action Title:</b>	Rehoboth Christian School Bus Replacement Project
<b>Beneficiary's Project ID:</b>	NM-VW-20-21
<b>Funding Request No.</b>	<i>(sequential)008</i>
<b>Request Type: (select one or more)</b>	<input checked="" type="checkbox"/> Reimbursement <input type="checkbox"/> Other (specify):
<b>Payment to be made to: (select one or more)</b>	<input type="checkbox"/> Beneficiary <input checked="" type="checkbox"/> Other (specify): Rehoboth Christian School
<b>Funding Request &amp; Direction (Attachment A)</b>	<input checked="" type="checkbox"/> Attached to this Certification <input type="checkbox"/> To be Provided Separately

**SUMMARY**

<b>Eligible Mitigation Action</b> <input checked="" type="checkbox"/> Appendix D-2 item (specify): Eligible Mitigation Action 2. Class 4-8 School Bus, Shuttle Bus, or Transit Bus (Eligible Buses)
<b>Action Type</b> <input type="checkbox"/> Item 10 – DERA Option (5.2.12) (specify and attach DERA Proposal)
<b>Explanation of how funding request fits into Beneficiary's Mitigation Plan (5.2.1):</b> 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 (NO <sub>x</sub> ) emissions associated with the affected vehicles registered within New Mexico. The reduction of NO <sub>x</sub> 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 NO <sub>x</sub> reduction projects using Trust funds will have immediate and long-lasting benefits. The proposed project will reduce emissions of NO <sub>x</sub> , focusing on the most cost-effective vehicles that maximize emission reductions.
<b>Detailed Description of Mitigation Action Item Including Community and Air Quality Benefits (5.2.2):</b> This project consists of replacing six diesel-fueled school buses with six propane-fueled school buses.
<b>Estimate of Anticipated NO<sub>x</sub> Reductions (5.2.3):</b> Total lifetime NO <sub>x</sub> reductions from the entire project is estimated to be 10.44 tons
<b>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):</b> The New Mexico Environment Department Administrative Services Division is the governmental entity responsible for reviewing and auditing expenditures of EMA funds to ensure compliance.
<b>Describe how the Beneficiary will make documentation publicly available (5.2.7.2):</b> The New Mexico Environment Department has created a public website, <a href="https://www.env.nm.gov/vw-settlement/">https://www.env.nm.gov/vw-settlement/</a> 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<sub>x</sub> 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<sub>x</sub> 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 B**  
**PROJECT MANAGEMENT PLAN**  
**PROJECT SCHEDULE AND MILESTONES**

Milestone	Date
Lead Agency Provides Notice of Availability of Mitigation Action Funds	7/15/2019
Pre-application meetings with applicants	7/15/2019 through 1/9/2020
Project Sponsor Submits Proposal to Lead Agency	1/9/2020
Lead Agency Provides Written Approval of Project Sponsor's Proposal	6/10/2020
Project agreements signed.	7/20/20
Lead Agency Incorporates Project Sponsor's Proposal into Mitigation Plan	7/12/2019
Trustee Acknowledges Receipt of Project Certification and Funding Direction	Q2 2021
Trustee Allocates Share of State Funds for Approved Project	Q2 2021
Project Sponsor Obtains Cost Share, Notifies or Certifies to Lead Agency	Q2 2021
Project Sponsor Enters into Contracts, Purchase Orders, etc. – Start	10/12/20
Project Sponsor Enters into Contracts, Purchase Orders, etc. – Complete	11/30/2020
Project Installations(s) – Start	10/12/20
Project Installations(s) – Complete	3/26/21
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)	3/30/21
Lead Agency completes review and certifies payment direction to Trustee (Reimbursement)	Q2 2021
Trustee Acknowledges Receipt of Direction for Payment(s) (Advance Funded, Reimbursement)	Q2 2021
Lead Agency Reports Project Completion	Q2 2021

**PROJECT BUDGET**

Period of Performance: 7.1.2020-6.30.2021				
Budget Category	Total Approved Budget	Share of Total Budget Funded by the Trust	Cost-Share, if applicable (Entity #1)	Cost-Share, if applicable (Entity #2)
1. Equipment Expenditure	\$583,920	\$143,918	\$440,002	\$0
2. Contractor Support	\$0	\$0	\$0	\$0
3. Subrecipient Support	\$0	\$0	\$0	\$0
4. Administrative <sup>1</sup>	\$0	\$0	\$0	\$0
<b>Project Totals</b>	<b>\$583,920</b>	<b>\$143,918</b>	<b>\$440,002</b>	<b>\$0</b>
<b>Percentage</b>	<b>100%</b>	<b>25%</b>	<b>75%</b>	<b>0%</b>

<sup>1</sup>Subject to Appendix D-2 15% administrative cap.

**ATTACHMENT C**  
**DETAILED PLAN FOR REPORTING ON ELIGIBLE MITIGATION**  
**ACTION IMPLEMENTATION**

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/](http://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

Vigorously Academic · Beautifully Diverse · Thoroughly Christian

Rehoboth Christian School · PO Box 41, Rehoboth, NM 87322-0041  
505.863.4412 · www.rcsnm.org





P.O. BOX 609  
MORIARTY, NM 87035

Rehoboth Christian School  
Mr. Ken Zylstra  
Mr. Jon Terborg  
PO Box 41  
Rehoboth, NM 87322

Dear Mr. Zylstra and Mr. Terborg,

RE: VIN: 1BAKGCBA1NF379987 -  
1BAKGCBA8NF379986 -  
1BAKGCBA8NF379985  
1BAKGCBA4NF379983  
1BAKGCBA6NF379984  
1BAKGCBA2NF379982

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](http://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,

A handwritten signature in blue ink, appearing to read "Fidelia Hibler", is written over a blue horizontal line.

Fidelia Hibler  
Office Staff

Encs.

[www.tillerybus.com](http://www.tillerybus.com)  
EMAIL: [kelly@tillerycars.com](mailto:kelly@tillerycars.com) or [jess@tillerycars.com](mailto:jess@tillerycars.com)  
PHONE: (505) 832-4431 • FAX: (505) 832-4208  
TOLL FREE : (800) 743-4431



Invoice # F22003
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

Tillery Chevrolet GMC - (Dealer)
P.O. Box 609
Moriarty, New Mexico 87035
P: 505-832-4431 • F: 505-832-4208

Buyer Name REHOBOTH CHRISTIAN SCHOOL Co-Buyer Name N/A Date 10/12/20
Address PO BOX 41 City REHOBOTH State NM Zip 87322 Home Phone (505) 863-2185

Table with columns: Year, Make, Model, Color, VIN, Odometer, Stock No., Work Phone. Values include 2022, BLUE BIRD, VISION, YELLOW, 1EAKGCBANF37982, 1,740, F22003, (505) 863-2185.

Trade Vehicle table with columns: Year, Make, Model, Color, VIN, Odometer.

Table with columns: Description, Amount. Rows include SELLING PRICE (97,320.00), DEALER INSTALLED ACCESSORIES (N/A), 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 TRANSFER SERVICE CHARGE (N/A), TOTAL DUE (97,320.00), PAYOFF ON TRADE-IN (N/A), TOTAL DUE (37,320.00), TOTAL CASH DOWN (< N/A), CREDIT INSURANCE (N/A), GUARANTEED ASSET PROTECTION (N/A), TIRE & WHEEL COVERAGE (N/A), EXTENDED SERVICE AGREEMENT (N/A), BALANCE DUE (97,320.00).

Handwritten notes: REHOBOTH PO #6982, Rehoboth Christian School, Bus #4

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.

Dealer states under oath that to the best of Dealer's knowledge there has been no alteration or chassis repair due to wreck damage on the vehicle being purchased... 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...

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.

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."

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 OVERRIDES 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 not responsible for obtaining financing. Dealer-arranged finance rate (APR) 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 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 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 Signature: [Signature] 11/2/2020
Dealer Signature: [Signature]



Invoice # F22007  
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

Tillery Chevrolet GMC - (Dealer)  
P.O. Box 609  
Moriarty, New Mexico 87035  
P: 505-832-4431 • F: 505-832-4208

Buyer Name REHOBOTH CHRISTIAN SCHOOL Co-Buyer Name N/A Date 10/29/20  
Address PO BOX 41 City REHOBOTH State NM Zip 87322 Home Phone (505) 863-2185

Purchased Vehicle \_\_\_\_\_ Work Phone (505) 863-2185

Year	2022	Make	BLUE BIRD	Model	VISION	New / Used / Demo	
VIN	1BAKGCBA3NF379986			Color	YELLOW	Odometer	1,551
						Stock No.	NEW F22007

Year		Make		Model		Color	
VIN				Odometer			

SELLING PRICE	97,320.00
DEALER INSTALLED ACCESSORIES:	N/A
	N/A
BB Body #F518571	0.00
REHOBOTH PD #6982	0.00
Rehoboth Christian School	0.00
Bus #5	0.00
REBATES	< >
PRICE OF CAR INCLUDING ACCESSORIES	97,320.00
LESS TRADE ALLOWANCE	< >
TAXABLE TOTAL	97,320.00
EXCISE TAX	N/A
LICENSE FEE	N/A
DEALER TRANSFER 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/A
GUARANTEED ASSET PROTECTION	N/A
TIRE & WHEEL COVERAGE	N/A
EXTENDED SERVICE AGREEMENT	N/A
BALANCE DUE	97,320.00

**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 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:

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

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 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 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 finance rate (APR) 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 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 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 *[Signature]* 11/2/2020  
 Dealer *[Signature]*



Invoice # F22011
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

Tillery Chevrolet GMC - (Dealer)
P.O. Box 609
Moriarty, New Mexico 87035
P: 505-832-4431 • F: 505-832-4208

Buyer Name REHOBOTH CHRISTIAN SCHOOL Co-Buyer Name N/A Date 10/29/20
Address PO BOX 41 City REHOBOTH State NM Zip 87322 Home Phone (505) 863-2185

Purchased Vehicle Work Phone (505) 863-2185

Table with columns: Year (2022), Make (BLUE BIRD), Model (VISION), New / Used / Demo (NEW), VIN (1BAKGCBA1NF379987), Color (YELLOW), Odometer (1,526), Stock No. (F22011)

Trade Vehicle table with columns: Year, Make, Model, Color, VIN, Odometer

Summary table with rows: SELLING PRICE (97,320.00), DEALER INSTALLED ACCESSORIES (N/A), BB Body #FS18572 (0.00), REHOBOTH PO #6982 (0.00), Rehoboth Christian School (0.00), Bus #6 (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 TRANSFER SERVICE CHARGE (N/A), TOTAL DUE (97,320.00), PAYOFF ON TRADE-IN (N/A), TOTAL DUE (97,320.00), TOTAL CASH DOWN (< N/A), CREDIT INSURANCE (N/A), GUARANTEED ASSET PROTECTION (N/A), TIRE & WHEEL COVERAGE (N/A), EXTENDED SERVICE AGREEMENT (N/A), BALANCE DUE (97,320.00)

Dealer states under oath that to the best of Dealer's 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:

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 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
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 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 not responsible for obtaining financing. Dealer-arranged finance rate (APR) 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 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 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 [Signature] 11/2/2020 Co Buyer

Dealer Regina Luna



Invoice # F22004  
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

Tillery Chevrolet GMC - (Dealer)  
P.O. Box 609  
Moriarty, New Mexico 87035  
P: 505-832-4431 • F: 505-832-4208

Buyer Name REHOBOTH CHRISTIAN SCHOOL Co-Buyer Name N/A Date 10/15/20  
Address PO BOX 41 City REHOBOTH State NM Zip 87322 Home Phone (505) 863-2185

Purchased Vehicle VISION Work Phone (505) 863-2185

Year	2022	Make	BLUE BIRD	Model	VISION	New / Used / Demo	NEW
VIN	1BAK3CBA4NF379983			Color	YELLOW	Odometer	1,722
						Stock No.	F22004

Year		Make		Model		Color	
VIN				Odometer			

SELLING PRICE	97,320.00
DEALER INSTALLED ACCESSORIES:	N/A
BB Body # F518568	N/A
	0.00
REHOBOTH PO #6982	0.00
Rehoboth Christian School	0.00
Bus # 2	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 TRANSFER 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/A
GUARANTEED ASSET PROTECTION	N/A
TIRE & WHEEL COVERAGE	N/A
EXTENDED SERVICE AGREEMENT	N/A
BALANCE DUE	97,320.00

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 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 \_\_\_\_\_  
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 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 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 finance rate (APR) 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 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 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 [Signature] 11/2/2020 Buyer \_\_\_\_\_  
Dealer [Signature] Dealer \_\_\_\_\_



Invoice # F 22006
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

Tillery Chevrolet GMC - (Dealer)
P.O. Box 609
Moriarty, New Mexico 87035
P: 505-832-4431 • F: 505-832-4208

Buyer Name REHOBOTH CHRISTIAN SCHOOL Co-Buyer Name N/A Date 11/15/20
Address PO BOX 41 City REHOBOTH State NM Zip 87322 Home Phone (505) 863-2185

Table with 2 columns: Purchased Vehicle and Work Phone. Includes fields for Year (2022), Make (BLUE BIRD), Model (VISION), Color (YELLOW), Odometer (1,559), Stock No. (F22006).

Table with 2 columns: Trade Vehicle. Includes fields for Year, Make, Model, Color, VIN, Odometer.

Table with 2 columns: Financial details. Includes rows for SELLING PRICE (97,320.00), DEALER INSTALLED ACCESSORIES (N/A), REBATES (< >), PRICE OF CAR INCLUDING ACCESSORIES (97,320.00), LESS TRADE ALLOWANCE (< >), TAXABLE TOTAL (97,320.00), EXCISE TAX (N/A), LICENSE FEE (N/A), DEALER TRANSFER SERVICE CHARGE (N/A), TOTAL DUE (97,320.00), PAYOFF ON TRADE-IN (N/A), TOTAL DUE (97,320.00), TOTAL CASH DOWN (< N/A), CREDIT INSURANCE (N/A), GUARANTEED ASSET PROTECTION (N/A), TIRE & WHEEL COVERAGE (N/A), EXTENDED SERVICE AGREEMENT (N/A), BALANCE DUE (97,320.00).

Dealer states under oath that to the best of Dealer's 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.
Initials:

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.

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."

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 OVERRIDES 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 not responsible for obtaining financing. Dealer-arranged finance rate (APR) 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.

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.

Buyer agrees to buy and Dealer 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.

Buyer [Signature] 11/21/2020
Dealer Regina Luna





Invoice # F22005  
**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

Tillery Chevrolet GMC - (Dealer)  
 P.O. Box 609  
 Moriarty, New Mexico 87035  
 P: 505-832-4431 • F: 505-832-4208

Buyer Name REHOBOTH CHRISTIAN SCHOOL Co-Buyer Name N/A Date 10/12/20  
 Address PO BOX 41 City REHOBOTH State NM Zip 87322 Home Phone (505) 863-2185

<b>Purchased Vehicle</b>			<b>Work Phone</b> (505) 863-2185	
Year <u>2022</u>	Make <u>BUICK</u>	Model <u>ENCORE</u>	New / Used / Demo	
VIN <u>1BAYC0B66NF379964</u>	Color <u>YELLOW</u>	Odometer <u>1,549</u>	Stock No. <u>F22005</u>	

<b>Trade Vehicle</b>			
Year	Make	Model	Color
VIN	Odometer		

**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 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 \_\_\_\_\_

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 IN THE CONTRACT OF SALE.

SELLING PRICE	97,320.00
DEALER INSTALLED ACCESSORIES:	N/A
	N/A
	0.00
<u>REHOBOTH PD #6982</u>	0.00
<u>Rehoboth Christian School</u>	0.00
<u>10/12/20</u>	0.00
<u>BUICK</u>	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 TRANSFER SERVICE CHARGE	N/A
TOTAL DUE	97,320.00
PAYOFF ON TRADE-IN	N/A
TOTAL DUE	97,320.00
<small>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.</small>	
TOTAL CASH DOWN	< N/A >
CREDIT INSURANCE	N/A
GUARANTEED ASSET PROTECTION	N/A
TIRE & WHEEL COVERAGE	N/A
EXTENDED SERVICE AGREEMENT	N/A
BALANCE DUE	97,320.00

Dealer states under oath that to the best of Dealer's 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: \_\_\_\_\_

BANK OF COLORADO-PINNACLE BANK  
 PO BOX 147  
 FORT LUPTON CO 80621

013 00030 01  
 ACCOUNT:  
 DOCUMENTS:

PAGE: 6  
 XXXXXX2691  
 73  
 11/30/2020

TELEPHONE:800-227-7715

REHOBOTH CHRISTIAN SCHOOL ASSO

COMMERCIAL+INTEREST ACCOUNT XXXXXX5875

CHECKS

CHECK #..DATE.....AMOUNT	CHECK #..DATE.....AMOUNT	CHECK #..DATE.....AMOUNT
4773*11/04 308.40	4840 11/10 5,942.12	4862 11/12 321.75
4812*11/06 113.00	4841 11/09 1,444.78	4863 11/13 2,350.00
4815 11/06 33,606.63	4842*11/05 400.00	4864 11/16 672.73
4816 11/05 128.00	4844 11/10 111.41	4865 11/17 1,583.40
4817*11/06 600.00	4845 11/16 21.00	4866 11/18 255.44
4820 11/03 287.54	4846 11/17 31.33	4867 11/16 357.00
4821 11/03 5,210.68	4847 11/25 682.56	4868 11/24 156.80
4822 11/02 1,855.63	4848 11/18 1,488.41	4869*11/24 16,861.00
4823*11/03 321.84	4849 11/18 6,218.36	4871 11/24 161.15
4827 11/17 1,721.40	4850 11/16 78.00	4872 11/23 224.22
4828 11/03 16.00	4851 11/18 350.00	4873 11/24 900.00
4829*11/03 3,041.35	4852 11/18 111.00	4874*11/23 1,941.14
4831 11/10 320.00	4853 11/18 650.50	4876 11/23 921.69
4832 11/10 366.63	4854 11/18 24.24	4877 11/25 60.00
4833 11/05 28.98	4855 11/17 4,546.49	4878 11/23 1,796.00
4834 11/10 121.48	4856 11/16 2,941.56	4879*11/23 543.00
4835 11/10 483.89	4857 11/13 400.00	4883*11/30 2,985.02
4836 11/10 495.00	4858 11/16 921.69	4888*11/30 1,000.00
4837 11/23 201.00	4859 11/17 24.89	4890 11/25 285.75
4838 11/10 34.34	4860 11/18 619.77	
4839 11/23 614.00	4861 11/19 584.89	

(\* ) INDICATES A GAP IN CHECK NUMBER SEQUENCE

OTHER DEBITS

DESCRIPTION	DATE	AMOUNT
TSYS PYMT PROC 84870017744265	11/02	231.79
WIRE/OUT-202030800259;COBR30 OUTGOING FEES	11/03	20.00
FPS-IPX-Debits CSRIC 25	11/03	7,121.76
WIRE/OUT-202030800259;BNF TILLERY 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

\* \* \* C O N T I N U E D \* \* \*