# 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)

Action Title:	Rehoboth Christian School Bus Replacement Project
Beneficiary's Project ID:	NM-VW-20-21
Funding Request No.	(sequential)008
Request Type:	⊠Reimbursement
(select one or more)	□Other (specify):
Payment to be made to:	□Beneficiary
(select one or more)	⊠Other (specify):Rehoboth Christian School
Funding Request & Direction	⊠Attached to this Certification
(Attachment A)	□To be Provided Separately

# **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 (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.

**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 NO<sub>x</sub> 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, <u>https://www.env.nm.gov/vw-settlement/</u> 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)

$\boxtimes$	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:

- 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,	3/30/21
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)	
Lead Agency completes review and certifies payment direction to Trustee	Q2 2021
(Reimbursement)	
Trustee Acknowledges Receipt of Direction for Payment(s) (Advance Funded,	Q2 2021
Reimbursement)	
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						
Project Totals	\$583,920	\$143,918	\$440,002	\$0						
Percentage	100%	25%	75%	0%						

<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, <u>www.env.nm.gov/vw-settlement/</u>. 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) 488-8900 mobile (505) 726-9683 office kzylstra@rcsnm.org

enc: Invoices, Proof of Payment, Wire Information

Vigorously Academic · Beautifully Diverse · Thoroughly Christian



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

Dear Mr. Zylstra and Mr. Terborg,

RE: VIN: 1BAKGCBA1NF379987 -1BAKGCBAXNF379986 -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.

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

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or any	IMPLIED WARRANTIES MADE BY	' THE MANUFAC	URER. DEALER I	MAKES 1		School	0.00
IECHANT	RANTY ON THIS VEHICLE AND D FABILITY OR FITNESS FOR A PAR	FICULAR PURPO	SE. IF ANY WAR	RANTY	R	$us \neq l_0$	0.00
ERVICE (	D TO HAVE BEEN MADE BY DEAL CONTRACT, THE TERMS OF ANY S	JCH WARRANTY	OR SERVICE CON	TRACT	REBATES		< N/A
re as pi	ROVIDED THEREIN, ANY IMPLIED FOR A PARTICULAR PURPOSE AF	WARRANTIES OF	MERCHANTABIL	ITY OR	PRICE OF O	CAR INCLUDING	97,320.0
ARRANT	TY OR SERVICE CONTRACT, AND	BUYER'S EXCLUS	IVE REMEDY IS F	REPAIR		DE ALLOWANCE	< א
	CEMENT OF DEFECTIVE PARTS B				TAXABLE	TOTAL	97,320.0
sed veł )r the	HICLES: "NEW MEXICO LAW REQ ORDINARY PURPOSES FOR WHI	UIRES THAT THIS	S VEHICLE WILL	BE FIT	EXCISE T/	λX	N/A
AYS OR	FIVE HUNDRED MILES AFTER DEL	IVERY, WHICHEV	ER IS EARLIER, E	XCEPT	LICENSE	FEE	N/A
GREEME	Gard to particular defects i NT. You (The Consumer) wi	L HAVE TO PA	Y UP TO TWENT	Y-FIVE	DEALER TH SERVICE C		N/A
OLLARS OLATED	(\$25.00) FOR EACH OF THÉ FIR "THIS VEHICLE IS OTHERWISE	ST TWO REPAIRS	5 IF THE WARRAI FTER 15 DAYS C	NTY IS	TOTAL DL		97, 320.0
iles), V	VITHOUT ANY FURTHER WARRAN WARRANTY IS GIVEN IN WRITING	TY, EXPRESSED	or implied, uni	ESS A	PAYOFF 0	N TRADE-IN	N/
ITH A S	ERVICE CONTRACT, THEN THE TE	RMS OF SUCH FL	JRTHER WARRAN	TY OR	TOTAL DU	IE	97,320.0
ERCHAN	CONTRACT ARE AS PROVIDED T ITABILITY OR FITNESS FOR A PAR I OF SUCH WRITTEN WARRANTY E REMEDY IS REPAIR OR REPLAC	TICULAR PURPO OR SERVICE CC	SE ARE LIMITED 1 INTRACT, AND BL	TO THE	only. At the tim	If balance and the fees are estimates the balances and fees are verified termined, appropriate adjustments. III be made.	
					TOTAL CA	SH DOWN	< 15/6
is vehicle	IICLES: ATTENTION CONSUMER: S e has the following problems and y	ou agree to by the	e dealer has told y e vehicle on those	terms:	CREDIT IN	ISURANCE	N/A
			·····		GUARANT	EED ASSET PROTECTION	N/A
					TIRE & W	HEEL COVERAGE	N/A
					EXTENDE	O SERVICE AGREEMENT	N/A
					BALANCE	DUE	97, 320.0
L VEHIC	Signature: LES: DEALER IS NOT LIABLE FOR I ARISING OUT OF THIS SALE OR THE O LOSS OF USE, LOSS OF TIME, IN ARNINGS OR PROFITS, OR ANY COM	NCIDENTAL, CONS	EQUENTIAL OR PU	IT NOT 1	there has b damage on t documents a	s under oath that to the best of een no alteration or chassis r the vehicle being purchased, exc as part of this agrement. under oath that to the best of Buy	epair due to wreck ept as noted in other
RM FOR	ICLES AND DEMONSTRATORS: THE THIS VEHICLE IS PART OF THIS C RRIDES ANY CONTRARY PROVISION	ONTRACT. INFORM S IN THE CONTRAC	iation on the w St of sale.	INDOW	has been no the trade-in of this agrer Initial:	alteration or chassis repair due vehicle, except as noted in othe nent.	to wreck damage on r documents as part
ot responsi curity intere- mercial Co been delive vehicle is cle to Deale DT DELIV ver has ti right, b sipt of n agraph. r agrees to	se price is due upon delivery. This is a buy ble for obtaining financing. Dealer-arrange est in the vehicle being purchased under th ode. Buyer is not bound by credit terms unti red or after this agreement becomes bindli being delivered pending, and subject to, th er immediately upon demand if financing fe VERY: Buyer has the right to voic the right to the return of any trade uyer must return the vehicle to otice that financing was not app b buy and Dealer agrees to sell this vehicl even Buyer and Dealer, and cancel and super	d finance rate (APR) ( e Uniform Commercia I credit disclosures ha g. hird party credit appro- ils for any reason. this purchase if in and all mone he dealer in the roved. Dealer sh e on the terms on bol sede any oral or other	nay be negotiated. De al Code to secure full j ve been made. Deater val and financing. ("S financing is not ay paid by buyer, same condition all not charge an h sides of this agreer	aler may red payment. De may retain f pot Deliver approvec if buyer received ny fees a nent. This a r allened rer	ceive a portion caler has all rig Buyer's deposit y"). Dealer doe d within 20 voids this c (normal we is long as the agreement and presentation on	of finance charge from the lende hts and remedies of a secured pa- if Buyer fails to complete this pur- s not guarantee credit approval. calendar days after delive contract under this paragi- ear and tear excepted), wi- he vehicle is returned as any finance contract are an excli- norming the vehicle and this pure	er. Buyer grants Dealer arty under the Uniform rchase after the vehicle Buyer must return the ery of the vehicle. raph. To exercise ithin 48 hours of provided in this usive statement of the thase. No modification

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alar	Ø	00	× .	1.4

Buyer Regina Luna

		Invoice	2 #F22	2004	\		
BUIC		Invoice Buyer's	Order Ag	reem	ent	CHEVE	OLERY
illery Buick GM	C, LLC - (Dealer)					Tillery Chevrol	et GMC - (Dealer)
Los Lunas, Nev						Moriarty, Nev	Box 609 w Mexico 87035
505-565-3333 · ver Name	• F: 505-565-3467 REPORTH CHRIS	STIAN SCHOOL Co-E	luver Name	N/A		P: 505-832-443 Date	1 • F: 505-832-4208 10/15/20
1972	BDX 41		REHOBOTH	State	N# <b>Zip</b>	87322Home Phone	
		City	Const Report of the	_ 51816	<u></u>		(505)863-2185
<u>rchased Vehicl</u> ar <sub>≘®≥∈</sub> Ma	ke BLUE BIRD	Model VISION			<u>.</u>	Work Phone New / Used	/ Demo
2022	PLUE SIAU	415104	Color		Odometer	Stock	
	KGCBA4NF379983		YEL	LOW		1,722	F22004
rade Vehicle ear Ma	ke Model		Color			PRICE	97, 320. 00
IN		04	ometer			INSTALLED ACCESSORIES	N/70
						ndv # F51856	
IFW VEHICLE	WARRANT S AND DEMONSTRAT	Y INFORMATION		WITH A		WY #FJ1856	8 0.00
IANUFACTURE	R'S LIMITED WARRANTY	. THE MANUFACTURER	'S LIMITED W/	ARRANTY		2869# DO HTO80H3	0.00
ERFORM REP	Clusive remedy for <i>i</i> Airs under the ma	NUFACTURER'S LIMI	TED WARRAN	ITY, BUT			0.00
	RESPONSIBLE FOR THE				Keho		0,00
<b>O WARRANTY</b>	ON THIS VEHICLE AN	D DISCLAIMS ANY IN	IPLIED WARR	ANTY OF	<u> </u>	School	0.00
	TY OR FITNESS FOR A HAVE BEEN MADE BY D				Dus	Ŧζ	
ERVICE CONTR	RACT, THE TERMS OF AN	IY SUCH WARRANTY (	R SERVICE C	ONTRACT	REBATES	CAR INCLUDING	< N/AP 97,320.00
ITNESS FOR A	Ded Therein, any Impl Particular Purpos	E ARE LIMITED TO TH	E DURATION	OF SUCH	ACCESSO	RIES	31,360.100
	SERVICE CONTRACT, A		VE REMEDY I	S REPAIR	LESS TR	ADE ALLOWANCE	< *\/
					TAXABLI	E TOTAL	97,320.00
	S: "NEW MEXICO LAW NARY PURPOSES FOR				EXCISE	TAX	N/A
	IUNDRED MILES AFTER TO PARTICULAR DEFEC				LICENSE		N/A
GREEMENT. Y	OU (THE CONSUMER)	WILL HAVE TO PAY	UP TO TWE	NTY-FIVE	SERVICE	TRANSFER CHARGE	N/A
	.00) FOR EACH OF THE IS VEHICLE IS OTHERN				TOTAL D	UE	97, 320, 02
	UT ANY FURTHER WAR RANTY IS GIVEN IN WRIT				PAYOFF	ON TRADE-IN	N/P
VITH A SERVIC	E CONTRACT, THEN TH	E TERMS OF SUCH FU	RTHER WARR	ANTY OR	TOTAL D		97, 320.02
SERVICE CONT VERCHANTABIL	RACT ARE AS PROVIDE LITY OR FITNESS FOR A	D THEREIN, ANY IMP PARTICULAR PURPOS	'LIED WARRA	D TO THE	only. At the t	yoff balance and the fees are estimates time the balances and fees are verified	
	SUCH WRITTEN WARRA MEDY IS REPAIR OR REP					determined, appropriate adjustments, will be made.	
					TOTAL C	ASH DOWN	< N/P
	S: ATTENTION CONSUME the following problems a				CREDIT	INSURANCE	N/A
					GUARAN	ITEED ASSET PROTECTIO	N N/P
					TIRE & \	WHEEL COVERAGE	N/F
	·····		5		EXTEND	ED SERVICE AGREEMENT	N/P
					BALANC	E DUE	97.320.00
	ature:				Dealer sta	ites under oath that to the best	of Dealer's knowledge
AMAGES ARISII	DEALER IS NOT LIABLE F NG OUT OF THIS SALE OR SS OF USE, LOSS OF TIM	THE USE OF THIS VEHIC E. INCONVENIENCE, TR/	LE. INCLUDIN	G BUT NOT	there has damage o	been no alteration or chassis n the vehicle being purchased, e is as part of this agrement.	s repair due to wreck
JSED VEHICLES	IGS OR PROFITS, OR ANY AND DEMONSTRATORS: VEHICLE IS PART OF TH S ANY CONTRARY PROVI	THE INFORMATION YO	ATION ON THE	WINDOW	has been	tes under oath that to the best of E no alteration or chassis repair d in vehicle, except as noted in of rement.	ue to wreck damage on
not responsible for necurity interest in il mmercial Code. Bu s been delivered or is vehicle is being nicle to Dealer imm POT DELIVERY Jyer has the ric is right, buyer ceipt of notice tragraph. yer agrees to buy a reement between Bu	obtaining financing. Dealer-a he vehicle being purchased ur iver is not bound by credit term after this agreement becomes delivered pending, and subjec ediately upon demand if finan '. Buyer has the right to ght to the return of any must return the vehicl that financing was no and Dealer agrees to sell this iver and Dealer, and cancel and	rranged finance rate (APR) n ider the Uniform Commercia is until credit disclosures ha binding. it to, third party credit appro- cing fails for any reason. void this purchase if trade-in and all mone e to the dealer in the t approved. Dealer sh vehicle on the terms on bot i supersede any oral or other	hay be negotiated I Code to secure we been made. De val and financing financing is r ty paid by buy same conditi- all not charg h sides of this ag agreement. promi	. Dealer may in full payment. aler may retain . ("Spot Deliv not approve /er, if buye on receive e any fees preement. This se or alleged i	receive a porti Dealer has all n Buyer's depo ery"). Dealer o ed within 2 r voids this d (normal as long as s agreement ar representation	Dealer may assist Buyer in arrang on of finance charge from the ler rights and remedies of a secured sit if Buyer fails to complete this loes not guarantee credit approv O calendar days after deli s contract under this para wear and tear excepted), the vehicle is returned and any finance contract are an e concerning the vehicle and this p til signed by Dealer's authorized	nder. Buyer grants Dealer party under the Uniform purchase after the vehicle al. Buyer must return the very of the vehicle. agraph. To exercise within 48 hours of as provided in this xclusive statement of the urchase. No modification
eement contains a	mandatory mediation and arbi	tration provision - see rever	se. See additional	terms printed	I on the back s	ide of this agreement	
ier <u>Magn</u>	Noduna_						

lery Buick GMC, LLC - (De 2221 Autumn Brush os Lunas, New Mexico 870 505-565-3333 • F: 505-565	)31					P.O. Bo Moriarty, New M P: 505-832-4431 •	Aexico 87035
yer Name <u>BEHCEC</u>	TH CHRISTIAN	CCHOOL CO-	Buyer Name _	N/A	0	Date	10/15/51
dress <u>PO Box 41</u>		City	REHOBOTH	_ State		<u>302</u> Home Phone	
rchased Vehicle	[					Work Phone New / Used / [	(505) A63-218
ar 2022 Make BLUE F	Mod Mod	VISION				Stock No	
1 BAKGCBABNF	375985		Color YEL	LOW	Odometer	1,559	F22006
rade Vehicle							]
ear Make	Model		Color		SELLING PRICE		97, 320. 00
IN		0	dometer		DEALER INSTAL	LLED ACCESSORIES:	N/A
	WARRANTY INFO						N/A
EW VEHICLES AND DE IANUFACTURER'SLIMITED	MONSTRATORS: WARRANTY THE M	THIS VEHICL ANUFACTUREI	E IS SOLD R'SLIMITEDW/	WITH A   ARRANTY			<u>0</u> .00
S BUYER'S EXCLUSIVE RE	MEDY FOR ANY DE	FECTS IN THE	VEHICLE. DEA	LER MAY		TH PO #6982	0,00
ERFORM REPAIRS UNDE EALER IS NOT RESPONSIE					Kehobolt	Christian	0.00
OR ANY IMPLIED WARRA					Sch	100	0.00
ECHANTABILITY OR FITN	ESS FOR A PARTIC	JLAR PURPOS	SE. IF ANY W	ARRANTY	Bust		0.00
S DEEMED TO HAVE BEEN ERVICE CONTRACT, THE T					REBATES		< > >
RE AS PROVIDED THEREI	N, ANY IMPLIED WA	RRANTIES OF	MERCHANTAE	BILITY OR	PRICE OF CAR IN ACCESSORIES	ICLUDING	97,320.00
ITNESS FOR A PARTICULA VARRANTY OR SERVICE C	ONTRACT, AND BUY	'ER'S EXCLUS			LESS TRADE A	LLOWANCE	< >
R REPLACEMENT OF DEFE	CTIVE PARTS BY D	EALER.			TAXABLE TOTA	L	
ISED VEHICLES: "NEW ME					EXCISE TAX		97, 320, 20
or the ordinary purp ays or five hundred m					LICENSE FEE		N/A
VITH REGARD TO PARTICU GREEMENT. YOU (THE C					DEALER TRANSP	ER	
)OLLARS (\$25.00) FOR EA	CH OF THE FIRST	TWO REPAIRS	s if the war	RANTY IS	TOTAL DUE		N/A
/IOLATED." THIS VEHICLE MILES), WITHOUT ANY FU					PAYOFF ON TR		97,320,00
URTHER WARRANTY IS GI	VEN IN WRITING BY	DEALER, OR I	F THIS VEHICL	E IS SOLD	TOTAL DUE		N/A
WITH A SERVICE CONTRAC SERVICE CONTRACT ARE /	AS PROVIDED THE	REIN, ANY IM	PLIED WARRA	NTIES OF	Note: the payoff balance	ce and the fees are estimates	97,320,00
MERCHANTABILITY OR FIT DURATION OF SUCH WRIT EXCLUSIVE REMEDY IS REF	TEN WARRANTY O	R SERVICE CO	INTRACT, AND	BUYER'S		alances and fees are verified ed, appropriate adjustments, ade.	
					TOTAL CASH D	OWN	<n≯a< td=""></n≯a<>
JSED VEHICLES: ATTENTIO his vehicle has the following	N CONSUMER: Sign problems and you	here only if th agree to by th	e dealer has to e vehicle on the	ld you that ose terms:	CREDIT INSUR	ANCE	N/8-
					GUARANTEED	ASSET PROTECTION	N/0
					TIRE & WHEEL	COVERAGE	N/0
3					EXTENDED SEI	RVICE AGREEMENT	
					BALANCE DUE		97 220 00
Consumer Signature:						er oath that to the best of	
ALL VEHICLES: DEALER IS I DAMAGES ARISING OUT OF T LIMITED TO LOSS OF USE. L	NOT LIABLE FOR INC HIS SALE OR THE US OSS OF TIME, INCO	IDENTAL, CONS E OF THIS VEH NVENIENCE, TF	Sequential of Icle. Includin	R PUNITIVE	there has been a damage on the ve	no alteration or chassis i hicle being purchased, exc t of this agrement.	epair due to wreck
LOSS OF EARNINGS OR PROF USED VEHICLES AND DEMO FORM FOR THIS VEHICLE IS FORM OVERRIDES ANY CONT	NSTRATORS: THE IN PART OF THIS CON	FORMATION Y	MATION ON THI	e window e window	has been no altera the trade-in vehic of this agrement.	r oath that to the best of Buy ation or chassis repair due le, except as noted in othe	to wreck damage on
e full purchase price is due upon d not responsible for obtaining fina security interest in the vehicle bein ommercial Code. Buyer is not bour s been delivered or after this agree is vehicle is being delivered pend hicle to Dealer immediately upon POT DELIVERY: Buyer has uyer has the right to the re this right, buyer must return occipt of notice that finance aragraph.	delivery. This is a buyer's ncing. Dealer-arranged fi g purchased under the L id by credit terms until cr ment becomes binding. ling, and subject to, thirr demand if financing fails the right to void th sturn of any trade-i n the vehicle to the cing was not appro ees to sell this vehicle c	order agreement, nance rate (APR) Iniform Commerc edit disclosures h I party credit appi for any reason. his purchase i n and all mor e dealer in the ved. Dealer s in the terms on b	not a credit agreer may be negotiated ial Code to secure lave been made. De roval and financing if financing is ney paid by bu a same conditi shall not chargo oth sides of this a	J. Dealer may i full payment. ealer may retain g. ("Spot Deliv not approvi iyer, if buye ion receive ge any fees greement. This	receive a portion of fin Dealer has all rights an n Buyer's deposit if Buy ery"). Dealer does not ed within 20 cale er voids this conti d (normal wear a as long as the v s agreement and any f	ance charge from the lends nd remedies of a secured p yer fails to complete this pu guarantee credit approval. ndar days after delivs ract under this parag ind tear excepted), w ehicle is returned as	r. Buyer grants Dealer arty under the Uniform rchase after the vehicle Buyer must return the ery of the vehicle. raph. To exercise ithin 48 hours of s provided in this lusive statement of the

<b>M</b> T	SMC LLERY	D L	Inwo	s Order A	1005)			
El Tillery Buick 2221 Los Lunas P: 505-565-3	UICK • GMC GMC, LLC - (Deale Autumn Brush New Mexico 8703 333 • F: 505-565-34 GEHCHS()TI	er) 1 167				ient	Tillery Chevrole P.O. B	
	PO BOX AL		City			NEZip	87322Home Phone	and the last a start of the
Purchased V	ehicle		And the second		Sala Stars		Work Phone	(585)863-2
Year Digg	Make BLUE BUT	Mo	del y 1.51	996 Construction of	waa ka	n de la como	New / Used /	Demo
VIN	1 BAKOGBASHF3T	rodin A		Color	Are a	Odometer	Stock N	<u>ku:</u>  0.
Trade Vehic				YEL.	_044		1,549	F22605
Year	Make	Model	Contraction of	Color		SELLING	PRICE	97, 320, 0
VIN				Odometer		DEALER I	NSTALLED ACCESSORIES:	N/f
	N/	ARRANTY INFO	PMATION					N/1
NEW VEH	ICLES AND DEMO	ONSTRATORS:	THIS VEHIC	CLE IS SOLD	WITH A	a salating	Carl State The State	0.00
IS BUYER'S	URER'S LIMITED WA	ARRANTY. THE M. DY FOR ANY DE	ANUFACTUF FECTS IN TH	IER'S LIMITED WA	LEB MAY	DEL	1080111 Pg 16982	0.00
PERFORM	REPAIRS UNDER NOT RESPONSIBLE	THE MANUFACT	<b>TURER'S LI</b>	MITED WARRAM	ITY. BUT	K hal	1. / The last	0.00
FOR ANY II	MPLIED WARRANTI	ES MADE BY TH	<b>HE MANUFA</b>	CTURER. DEALEI	R MAKES	1.1.5:3.4.1.2	11 11 11 11 11	0.00
MECHANTA	NTY ON THIS VEH BILITY OR FITNESS	FOR A PARTICI	<b>ULAR PURP</b>	OSE. IF ANY WA	RRANTY	The second		0.00
IS DEEMED	TO HAVE BEEN MA ONTRACT, THE TERM	DE BY DEALER,	OR IF THIS	VEHICLE IS SOLI	O WITH A	REBATES		
ARE AS PR	OVIDED THEREIN, A	NY IMPLIED WA	RRANTIES (	<b>OF MERCHANTAB</b>	ILITY OR	PRICE OF C	AR INCLUDING	< <u>N/2</u> 97, 320, 0
WARRANTY	OR A PARTICULAR I	PURPOSE ARE L FRACT. AND BUY	IMITED TO 'ER'S EXCLL	THE DURATION	OF SUCH	ACCESSOR	DE ALLOWANCE	
OR REPLAC	EMENT OF DEFECTI	VE PARTS BY DI	EALER.			TAXABLE		Part of the last of the
	CLES: "NEW MEXIC					EXCISE TA		97, 320, 0
DAYS OR FI	RDINARY PURPOSI VE HUNDRED MILE	S AFTER DELIVE	<b>RY. WHICHE</b>	VER IS FARLIER	FXCEPT	LICENSE		<u>1/A</u>
WITH REGA	RD TO PARTICULA T. YOU (THE CON	R DEFECTS DISC	LOSED ON	THE FIRST PAGE	OF THIS	DEALER TR	ANSFER	N/A
DOLLARS (	\$25.00) FOR EACH	OF THE FIRST	TWO REPAIR	RS IF THE WARF	ANTY IS	SERVICE C		14/月
VIOLATED." MILES), WI	THIS VEHICLE IS THOUT ANY FURTH	OTHERWISE SC FR WARBANTY	LD AS IS (	AFTER 15 DAYS	OR 500	Contract of		97, 320, 0
FURTHER W	ARRANTY IS GIVEN	IN WRITING BY	DEALER, OF	IF THIS VEHICLE	IS SOLD		N TRADE-IN	14/
SERVICE CO	RVICE CONTRACT, T ONTRACT ARE AS F	PROVIDED THEP	EIN, ANY IN	<b>MPLIED WARRAM</b>	ITIES OF	TOTAL DU	E f balance and the fees are estimates	17, 320. 0
DURATION	ABILITY OR FITNES OF SUCH WRITTEN REMEDY IS REPAIR	WARRANTY OF	SERVICE C	ONTRACT, AND	BUYER'S	only. At the tim	e the balances and fees are verified termined, appropriate adjustments,	
						TOTAL CA	SH DOWN	< N\$
this vehicle	CLES: ATTENTION CO has the following pro	oblems and you a	agree to by t	he vehicle on tho	se terms:	CREDIT IN	SURANCE	N/A
1						GUARANT	EED ASSET PROTECTION	秋/春
2	<u>a s</u> herara na sa					TIRE & WI	HEEL COVERAGE	N/A
3			<u></u>			EXTENDED	SERVICE AGREEMENT	N/A
4				2		BALANCE	DUE	97, 380. 6
ALL VEHICLE DAMAGES AF LIMITED TO LOSS OF EAF USED VEHIC FORM FOR T	ignature: S: DEALER IS NOT RISING OUT OF THIS S LOSS OF USE, LOSS NINGS OR PROFITS, LES AND DEMONSTF HIS VEHICLE IS PAR RIDES ANY CONTRAR	LIABLE FOR INCII SALE OR THE USE OF TIME, INCON OR ANY COMMEP RATORS: THE INP IT OF THIS CONT	OF THIS VEH VENIENCE, T ICIAL LOSS. ORMATION Y BACT INFOR	SEQUENTIAL OR IICLE, INCLUDING RANSPORTATION, OU SEE ON THE	BUT NOT RENTAL,	there has b damage on t documents a Buyer states has been no	s under oath that to the best of een no alteration or chassis re he vehicle being purchased, exce is part of this agrement. under oath that to the best of Buy alteration or chassis repair due t vehicle, except as noted in other nent.	epair due to wreck pt as noted in other er's knowledge there o wreck damage on

BANK OF COLORADO-PINNACLE BANK 013 00030 01 PO BOX 147 FORT LUPTON CO 80621

ACCOUNT: XXXXX2691 11/30/2020 DOCUMENTS: 73

PAGE: 6

TELEPHONE:800-227-7715

### REHOBOTH CHRISTIAN SCHOOL ASSO

#### COMMERCIAL+INTEREST ACCOUNT XXXXX5875

			– – – – CHECKS			
CHE	CK #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
0	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	11/03	583,920.00
ACCT; OBI REHOBOTH CHRISTIA		
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	11/10	531.47
SCH DISCOUNT		
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 * * *		



