# APPENDIX D-4 Beneficiary Eligible Mitigation Action Certification

### BENEFICIARY ELIGIBLE MITIGATION ACTION CERTIFICATION

| Beneficiary                          |  |
|--------------------------------------|--|
| Deficition y                         |  |
|                                      | Act on Behalf of the Beneficiary   |
|                                      | delegation of such authority to direct the Trustee delivered to the tion of Authority and Certificate of Incumbency) |
| Trustee pursuant to a Detega         | nion of Authority and Certificate of Incumbency)   |
| Action Title:                        |  |
| Beneficiary's Project ID:            |  |
| Funding Request No.                  | (sequential)   |
| Request Type:                        | □ Reimbursement □ Advance  |
| (select one or more)                 | ☐ Other (specify):   |
| Payment to be made to:               | ☐ Beneficiary  |
| (select one or more)                 | ☐ Other (specify):   |
| Funding Request &                    | ☐ Attached to this Certification   |
| Direction (Attachment A)             | ☐ To be Provided Separately  |
|                                      |  |
|                                      |  |
|                                      | SUMMARY  |
| Eligible Mitigation Action [         | Appendix D-2 item (specify):   |
|                                      | Item 10 - DERA Option (5.2.12) (specify and attach DERA Proposal):   |
|                                      | request fits into Beneficiary's Mitigation Plan (5.2.1):   |
|                                      |  |
| <b>Detailed Description of Mitig</b> | ation Action Item Including Community and Air Quality Benefits (5.2.2):  |
|                                      |  |
|                                      |  |
| Estimate of Anticipated NOx          | Reductions (5.2.3):  |
|                                      |  |
|                                      | al Entity Responsible for Reviewing and Auditing Expenditures of Eligible  |
| Mitigation Action Funds to E         | Ensure Compliance with Applicable Law (5.2.7.1):   |
| D '1 1 1 1 D C' '                    |  |
| Describe now the Beneficiary         | will make documentation publicly available (5.2.7.2).  |
|                                      |  |
| Describe any cost share requi        | rement to be placed on each NOx source proposed to be mitigated (5.2.8).   |
|                                      |  |
|                                      |  |
| Describe how the Reneficiery         | complied with subparagraph 4.2.8, related to notice to U.S. Government   |
| Agencies (5.2.9).                    | complica with subparagraph 4.2.0, related to house to U.S. Government  |
| (- ··/)*                             |  |
|                                      |  |

If applicable, describe how the mitigation action will mitigate the impacts of NOx emissions on communities that have historically borne a disproportionate share of the adverse impacts of such emissions (5.2.10).

# 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 (5.2.11).  |  |
|       | Attachment D   | Detailed cost estimates from selected or potential vendors for each proposed expenditure exceeding \$25,000 (5.2.6). [Attach only if project involves vendor expenditures exceeding \$25,000.]        |  |
|       | 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). [Attach only if this is a joint application involving multiple beneficiaries.]        |  |
|       |  | <u>CERTIFICATIONS</u>   |  |
| By su | bmitting this applica  | tion, the Lead Agency makes the following certifications:   |  |
| 1.    | and the person executed behalf of the Lead   | submitted on behalf of Beneficiary, cuting this certification has authority to make this certification on Agency and Beneficiary, pursuant to the Certification for filed with the Court.             |  |
| 2.    | Beneficiary requests and directs that the Trustee make the payments described in this application and Attachment A to this Form. |   |  |
| 3.    | of the Trust Agreen  | ntains all information and certifications required by Paragraph 5.2 nent, and the Trustee may rely on this application, Attachment A, ations in making disbursements of trust funds for the oject 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: $07/31/23$ |
|-------------------|
|-------------------|

Gehan M. Elsayed, PhD, PE

**Chief Engineer of Planning and Programs** 

WVDOT Division of Highways

[LEAD AGENCY]

for

State of West Virginia

[BENEFICIARY]

# ATTACHMENT B ELIGIBLE MITIGATION ACTION MANAGEMENT PLAN INCLUDING DETAILED BUDGET AND IMPLEMENTATION AND EXPENDITURES TIMELINE

ACTION TITLE: West Virginia University (WVU) Coach Bus Replacement BENEFICIARY PROJECT ID: VW007

FUNDING REQUEST NUMBER: 7

This action is proposed as a simple one-time reimbursement payment for one (1) Category 2: Class 4-8 School Bus, Shuttle Bus, or Transit Bus (Eligible Buses) in the total amount of \$597,076.32, which will complete West Virginia's "Priority 1: Public Transit Fleet" as set forth in the State Beneficiary Mitigation Plan (see *go.wv.gov/volkswagen* for Plan details).

Beneficiary intends to submit Attachment A upon (1) execution of agreement between Beneficiary and WVU for this action, and (2) invoicing/proof of compliance from the University.

Approximate date of Attachment A requesting direct payment to named Transit Agency: SEP-OCT 2023

#### **ATTACHMENT C**

#### DETAILED PLAN FOR REPORTING ON ELIGIBLE MITIGATION ACTION IMPLEMENTATION

ACTION TITLE: West Virginia University (WVU) Coach Bus Replacement BENEFICIARY PROJECT ID: VW007 FUNDING REQUEST NUMBER: 7

Beneficiary intends to provide actual implementation reporting to satisfy Subparagraph 5.3 of the Trust Agreement, which states:

5.3 Beneficiary Reporting Obligations: For each Eligible Mitigation Action, no later than six months after receiving its first disbursement of Trust Assets, and thereafter no later than January 30 (for the preceding six-month period of July 1 to December 31) and July 30 (for the preceding six-month period of January 1 to June 30) of each year, each Beneficiary shall submit to the Trustee a semiannual report describing the progress implementing each Eligible Mitigation Action during the six-month period leading up to the reporting date (including a summary of all costs expended on the Eligible Mitigation Action through the reporting date). Such reports shall include a complete description of the status (including actual or projected termination date), development, implementation, and any modification of each approved Eligible Mitigation Action. Beneficiaries may group multiple Eliqible Mitigation Actions and multiple sub-beneficiaries into a single report. These reports shall be signed by an official with the authority to submit the report for the Beneficiary and must contain an attestation that the information is true and correct and that the submission is made under penalty of perjury. To the extent a Beneficiary avails itself of the DERAOption described in Appendix D-2, that Beneficiary may submit its DERA Quarterly Programmatic Reports in satisfaction of its obligations under this Paragraph as to those Eligible Mitigation Actions funded through the DERA Option. The Trustee shall post each semiannual report on the State Trust's public-facing website upon receipt.



#### McCutcheon, Perry J <perry.j.mccutcheon@wv.gov>

# Replacement Bus for WVU

**Jeremy Evans** <jeremy.evans@mail.wvu.edu>
To: "McCutcheon, Perry J" <perry.j.mccutcheon@wv.gov>

Mon, Jul 17, 2023 at 11:48 AM

Great! Thanks, Perry. Details on the Gillig are below. No issues with scrapping it.

| 15GGB271491176973 | SA003399 | Gillig | Transit | 2009 | 623364 |
|-------------------|----------|--------|---------|------|--------|

[Quoted text hidden]



## Motor Coach Industries, Inc. 200 E. Oakton Street Des Plaines, IL 60018

SOLD TO West Virginia University 1528 Mileground Road Morgantown, WV 26506

| C | ш | D | т | $\sim$ |
|---|---|---|---|--------|

SAME AS SOLD TO UNLESS OTHERWISE INDICATED BELOW.

| DEAL N   | UMBER    | OR       | DER DATE                              | FOB                 | SALESMAN                                    |             | TERMS        |
|----------|----------|----------|---------------------------------------|---------------------|---|-------------|--------------|
| QUANTITY | QTY BACK |          | 1                                     | Morgantown, Wv      | Thomas Vik                                  |             |              |
| ORDERED  | ORDERED  | PART NO. | Coach In<br>2024 MCI J                |                     | RW108023                                    |             | \$615,000.00 |
|          |          |          | Sale Price:<br>Deposit:<br>Balance Du | ie                  | \$615,000.00<br>-\$5,000.00<br>\$610,000.00 | <u>_</u>    |              |
|          |          |          |                                       |                     |   |             |              |
|          |          |          | Wells Fargo<br>420 Montgo             | ame: Motor Coach Ir | ndustries, Inc.                             |             |              |
| DATE S   | HIPPED   | SH       | IIPPED VIA                            | SHIPING WT.         | NO OF PIECES                                | Balance Due | \$615,000.00 |



Complete Legal Name

City, State, Zip Code

Street Address

Telephone

# AGREEMENT TO PURCHASE

West Virginia University 1528 Mileground Road

Morgantown, WV 26506

Date: July 14, 2023

| Legal En                                    | ity Form & F                     | ormation St     | ate   |   |                              |
|---|----------------------------------|-----------------|---|---|------------------------------|
| Buyer's C                                   | araging Loc                      | ation (if diffe | erent than above)                             |   |                              |
| coach(es)                                   | listed below                     | ("Coach" or     | "Coaches"), in accordance                     | otor Coach Industries, Inc. (" <u>Sellation</u><br>with the terms and conditions of<br>yer FOB <u>Morgantown, WV</u> (" <u>Delive</u> | f this Agreement to          |
| MY  | MAKE                             | MODEL           | VIN   | ADDITIONAL DESCRIPTION (SEE ALSO SCHEDULE A)  | PRICE<br>(EXCLUDES<br>TAXES) |
| 2024  | MCI                              | J4500           | 2MGD1W913RW108023                             | Spec # C-17960<br>Dated 2/23/2023   | \$615,000.00                 |
|   |                                  |                 | TOTAL CASH                                    | PRICE (EXCLUDING TAXES)   | \$615,000.00                 |
|   |                                  |                 |   | CASH DEPOSIT  | \$5,000.00                   |
|   | (IF APP                          | LICABLE, S      |   | T TRADE-IN VALUE (IF ANY) OMPLETED AND ATTACHED)  | \$.00                        |
| SALES TAX (ENTER STATE                      |                                  |                 | TAX (ENTER STATE                              | AND RATE%)  | \$.00                        |
|   |                                  |                 | CASH E  | ALANCE DUE AT DELIVERY  | \$610,000.00                 |
| Offered by:<br><b>NEST VIR</b><br>Buyer's N | <b>GINIA <u>U</u>NIV</b><br>ame) | ERSITY          |   | Accepted by: MOTOR COACH INDUSTRIES   |                              |
| Ву:   |                                  |                 |   | By:   |                              |
| Print Name                                  | 2:                               |                 |   | Officer Name:   |                              |
| Print Title:                                |                                  |                 |   | Officer Title:  |                              |
| Date of Offer:, 2023                        |                                  |                 | 23  | Date of Acceptance:, 2023   |                              |
|   |                                  |                 |   | Name of Salesperson: _Thoma   | as Vik                       |
| TERMS ST<br>EVIDENCE                        | ATED. IN N<br>ED BY ITS          | IO EVENT V      | VILL THIS OFFER BE BIND<br>SIGNATURE ABOVE AN | NSTITUTES AN OFFER TO PUI<br>ING UNTIL SELLER HAS ACCEP<br>D INITIALS BELOW. THE SAL  | TED THIS OFFER AS            |
| 3uyer initia                                | ls                               |                 |   | Seller initials   |                              |
|   |                                  |                 | Page 1 o                                      | f3  | 8/16/19                      |
|   |                                  |                 |   |   | 3, 10, 1                     |

**BUYER INFORMATION** 

# AGREEMENT TO PURCHASE Terms & Conditions

- 1. This ATP is not terminable by either Buyer or Seller, except as permitted by paragraphs 2, 4, or 5.
- 2. Subject to paragraph 3, Buyer shall pay for and take possession of the Coach(es) on or before the Delivery Date. "Delivery Date" shall mean (a) the date, if any, designated on the first page of this ATP, or (b) the delivery date designated by Seller pursuant to written notification sent to Buyer no fewer than seven (7) days prior to the delivery date in such notice. Seller reserves the right to change the Delivery Date in accordance with the preceding sentence as deemed necessary by Seller. If Buyer fails to take delivery of the Coach(es) within fifteen (15) days after the applicable Delivery Date, Seller reserves the right to terminate this ATP as to such Coach(es) and to retain the deposit as liquidated damages and not as a penalty.
- Payment in full for the Coach(es) is due in immediately available U.S. funds on or before the applicable Delivery Date, unless Buyer and Seller have agreed in writing to different payment terms. If payment of any part of the purchase price is deferred until after delivery, Buyer hereby grants to Seller a security interest in the Coach(es) and its (their) proceeds, and authorizes Seller to file a financing statement with respect thereto. Buyer shall execute all other documents deemed necessary by Seller or its assignee ("Security Documents") to grant Seller or its assignee a perfected, first priority security interest in the Coach(es) and its (their) proceeds. The Security Documents will include requirements that Buyer maintain certain minimum insurance coverages to protect Seller's or its assignee's security interest in the Coach(es) and its (their) proceeds. Seller and/or its assignee reserves all remedies available to it under the Uniform Commercial Code as a secured party even though these remedies are not specifically set forth in this ATP.
- Seller is in default if it becomes bankrupt, 4. insolvent, or unable to meet its financial obligations as the same become due at any time prior to Seller completing performance of its obligations under this ATP, or is unable to tender delivery of the Coach(es) in accordance with this ATP (for reasons other than Force Majeure). Buyer is in default if it becomes bankrupt, insolvent, or unable to meet its financial obligations as the same become due at any time prior to paying Seller the full purchase price of the Coach(es), or if Buyer fails to pay Seller in full the purchase price for the Coach(es) in accordance with this ATP, or fails to comply with any other obligation in this ATP. In the event of a default and the defaulting party fails to cure its default(s) within ten (10) days after receiving written notice of the default(s), the non-defaulting party may terminate this ATP, in addition to all other legal rights and remedies the non-defaulting party may have, whether under the ATP or applicable law. If Seller terminates this ATP pursuant to this paragraph 4. Seller may retain the deposit as

- liquidated damages and not as a penalty, the Buyer acknowledging and agreeing that it would be difficult or impossible for Seller to ascertain the full amount of Seller's losses in the event of Buyer default.
- 5. Neither party will be liable for any non-performance that is caused by or otherwise results from any act of God, fire, flood, windstorm, tornado, war, riot, insurrection, strike, lockout, or other event beyond the control of the non-performing party ("Force Majeure"). In the event the period of non-performance will exceed sixty (60) days, the other party may terminate this ATP, without any penalty or liability as a result of such termination. In such event, Seller will refund any deposit provided by Buyer within fourteen (14) days after the ATP termination.
- 6. Risk of loss to each Coach shall pass from Seller to Buyer at the Delivery Location and as of the Delivery Date. Except as and to the extent the parties may otherwise agree in writing, title to each Coach shall pass from Seller to Buyer at the time that Buyer has paid Seller in full for the Coach. Buyer agrees to execute Seller's form of receipt evidencing Buyer's receipt of each Coach and its mileage and condition.
- 7. Buyer agrees to promptly pay (or if paid by Seller, to promptly reimburse) Seller for any tax, charge, fee, or other imposition that Seller is or may be required to pay in respect of the transfer or sale of the Coach(es), now or hereafter imposed by any law, ordinance, or decree of any federal, state, or local governmental authority, unless the same has already been paid by Buyer to Seller.
- **BUYER AGREES THAT SELLER'S SOLE AND EXCLUSIVE WARRANTY WITH RESPECT TO THE** COACH(ES) IS SET FORTH IN SCHEDULE B ATTACHED HERETO AND INCORPORATED HEREIN. **BUYER FURTHER AGREES THAT SELLER MAKES NO** OTHER EXPRESS OR IMPLIED WARRANTIES WHATSOEVER WITH RESPECT TO THE COACH(ES) INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS PARTICULAR PURPOSE. ACKNOWLEDGES THAT NO EMPLOYEE OR OTHER REPRESENTATIVE OF SELLER HAS AUTHORITY TO MAKE ANY ORAL OR WRITTEN WARRANTIES, PROMISES, OR REPRESENTATIONS WITH RESPECT TO THE COACH(ES), OTHER THAN IN A WRITTEN AMENDMENT TO THIS ATP SIGNED BY SELLER'S PRESIDENT.
- 9. BUYER AGREES THAT ENFORCEMENT OF SELLER'S LIMITED WARRANTY SET FORTH IN SCHEDULE B IS BUYER'S SOLE AND EXCLUSIVE REMEDY AGAINST SELLER WITH RESPECT TO THE COACH(ES). BUYER AGREES THAT IN NO EVENT WILL SELLER BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, ENHANCED, RELIANCE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, BUT NOT LIMITED

| Buyer initials   | Seller initials |
|------------------|-----------------|
| Day of Extension |                 |

- TO, LOSS OF PROFITS AND LOSS OF USE), WHETHER IN CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, OTHER TORT THEORIES, SUBROGATION, ASSIGNMENT, OR BAILMENT, OR WHETHER STATUTORY, AT EQUITY, COMMON LAW, OR OTHERWISE.
- TO THE FULLEST EXTENT PERMITTED BY LAW, BUYER SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS SELLER, ITS AFFILIATES, AND THEIR RESPECTIVE PRESENT AND FORMER OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS. INSURERS. AND **ASSIGNS** (COLLECTIVELY, "SELLER INDEMNITEES") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, ACTIONS, CAUSES OF ACTION, DAMAGES, LOSSES, COSTS, AND EXPENSES (INCLUDING ATTORNEYS' FEES, EXPERT WITNESS FEES, AND OTHER LITIGATION EXPENSES) RESULTING FROM, ARISING OUT OF, OR IN CONNECTION WITH ANY ACTUAL OR GROSS NEGLIGENCE. ALLEGED NEGLIGENCE. RECKLESSNESS. WILLFUL AND WANTON MISCONDUCT, OR INTENTIONAL MISCONDUCT BY BUYER OR ANY OF BUYER'S EMPLOYEES, AGENTS, OR CONTRACTORS. FOR THE AVOIDANCE OF DOUBT, BUYER'S OBLIGATIONS SET FORTH IN THE PRECEDING SENTENCE ARE INTENDED TO BE CONSTRUED AS BROADLY AS POSSIBLE AND TO INCLUDE, BUT NOT BE LIMITED TO, ANY CLAIMS OF NEGLIGENCE. GROSS NEGLIGENCE. RECKLESSNESS, **WILLFUL** AND **WANTON** MISCONDUCT, INTENTIONAL MISCONDUCT, STRICT PRODUCTS LIABILITY, OR BREACH OF WARRANTY ON THE PART OF ANY OF THE SELLER INDEMNITEES.
- 11. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES TRIAL BY JURY AND CONSENTS TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY A JUDGE OF A COURT OF COMPETENT JURISDICTION.
- 12. ANY SUIT, ACTION, OR PROCEEDING FOR THE RECOVERY OF ANY CLAIM UNDER THIS ATP, OR OTHERWISE RELATING TO, ARISING OUT OF, OR INVOLVING ANY COACH OR ITS USE, MUST BE BROUGHT, IF AT ALL, WITHIN ONE (1) YEAR AFTER THE DATE THAT THE CLAIM OR CAUSE OF ACTION ACCRUED.
- 13. IN THE EVENT OF ANY LITIGATION RESULTING FROM OR ARISING OUT OF THIS ATP, THE SUBSTANTIALLY PREVAILING PARTY SHALL BE ENTITLED TO RECEIVE FROM THE OTHER PARTY THE SUBSTANTIALLY PREVAILING PARTY'S

- ATTORNEYS' FEES AND OTHER LITIGATION-RELATED COSTS, FEES, AND EXPENSES.
- 14. This ATP shall be construed and interpreted in accordance with the laws of the State of Illinois, United States of America, without giving effect to that state's conflict of laws principles.
- 15. Buyer shall at all times comply with all applicable laws, rules, and regulations of the United States including, but not limited to, those pertaining to the export of goods.
- 16. For all past due amounts owed by Buyer under this ATP, Buyer agrees to pay to Seller interest at an annual rate equal to the lesser of (a) twelve percent (12%) per annum, and (b) the maximum rate permitted by law.
- 17. Buyer grants to Seller an irrevocable, non-exclusive, and royalty-free license to inspect, examine, download, and otherwise obtain any information or data that are gathered, compiled, collected, or otherwise recorded in, on, or by the Coach or any part or component thereof, including, but not limited to, any electronic control modules or other data-collection devices.
- 18. This ATP is personal as to Buyer and is not assignable or transferable by Buyer, in whole or in part, without Seller's prior written consent, which may be withheld in Seller's sole discretion.
- 19. If any provision of this ATP is held to be illegal, invalid, or unenforceable under any applicable present or future law, such provision shall be fully severable; this ATP shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never been a part of this ATP, and the remaining provisions of this ATP shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this ATP. Furthermore, in lieu of such illegal, invalid, or unenforceable provision, there shall be added automatically as part of this ATP a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid or enforceable.
- BUYER AND SELLER AGREE THAT THIS ATP, 20. INCLUDING THE SCHEDULE(S), CONTAINS THE COMPLETE, FINAL, AND EXCLUSIVE AGREEMENT OF THE PARTIES RELATING TO THE TERMS AND CONDITIONS OF THE PURCHASE, SALE, AND CONDITION OF THE COACH(ES), AND THAT THERE ARE NO PROMISES, REPRESENTATIONS, **UNDERSTANDINGS** OTHER THAN THOSE **EXPRESSLY SET FORTH HEREIN. THIS AGREEMENT** MAY BE CHANGED ONLY BY A WRITING SIGNED BY AN AUTHORIZED OFFICER OF SELLER AND BY BUYER.

| Buyer initials | Seller initials |  |
|----------------|-----------------|--|
|                | Page 3 of 3     |  |



# SCHEDULE A TO AGREEMENT TO PURCHASE (COACH SPECIFICATIONS)

This Schedule A is incorporated as part of that certain Agreement to Purchase dated <u>July 14, 2023</u> ("<u>ATP</u>"), by and between the buyer listed below ("<u>Buyer</u>") and Motor Coach Industries, Inc. ("<u>Seller</u>"), with respect to the Coach or Coaches listed in the ATP.

|                     | BUYER INFORMATION        |                |
|---------------------|--------------------------|----------------|
| Complete Legal Name | West Virginia University | PROVINCE - 422 |

(COACH SPECIFICATIONS ATTACHED)

| Buyer initials |             | Seller initials |
|----------------|-------------|-----------------|
|                | Page 1 of 1 |                 |



**Exhibit B** Date: <u>2/23/2023</u>

Spec #: <u>C-17960</u>

Quantity: 1 J24-FT-10 Customer Order #

Customer#

# MCI J4500 (MY2024)

| Feature/Option # | Feature/Option Title   | Qty  |
|------------------|--|------|
|                  | Standard Features  |      |
| Standard         | Semi-monocoque low-corrosion stainless steel frame   | 1    |
| Standard         | Composite exterior body panels   | 1    |
| Standard         | Sedan style entrance door  | 1    |
| Standard         | Front & rear energy absorbing bumpers  | 1    |
| Standard         | Double glaze side sash for driver's & entrance doors   | 1    |
| Standard         | MCI exclusive spiral entrance stairway with aluminum step nosing   | 1    |
| Standard         | ISRI 6832 3-point driver seat  | 1    |
| Standard         | Scissor style powered windshield blinds  | 1    |
| Standard         | Keyed alike exterior door locks  | 1    |
| Standard         | First aid kit  | 1    |
| Standard         | Chemical lavatory with Granicote interior finish   | 1    |
| Standard         | Heavy duty SST ball lavatory dump valve  | 1    |
| Standard         | Additional air vent in LH front parcel rack for driver   | 1    |
| Standard         | Additional conditioned air vent into lavatory  | 1    |
| Standard         | Electric baggage door locks  | 1    |
| Standard         | Flat composite baggage bay floors  | 1    |
| Standard         | Provisions for destination sign  | 1    |
| Standard         | Bendix ADB22X disc brakes  | 1    |
| Standard         | Unitized Wheel End (UWE) bearings on all axles   | 1    |
| Standard         | ZF independent front and tag axle suspension system with premium Sachs shocks and wide stance drive ax suspension system | le 1 |
| Standard         | MCI Dynamic Suspension System (MDSS), includes full high/low rise & kneeling features                                    | 1    |
| Standard         | Variable assistance power steering   | 1    |
| Standard         | Steerable tag axle (passive)   | 1    |
| Standard         | Tag unload feature (electric)  | 1    |
| Standard         | Tag dump feature (manual)  | 1    |
| Standard         | Maintenance air supply located at the front and rear of coach  | 1    |
| Standard         | Doga electric windshield wipers  | 1    |
| Standard         | 191 gallon diesel tank   | 1    |
| Standard         | 15 gallon DEF tank   | 1    |
| Standard         | Bitzer A/C compressor  | 1    |
| Standard         | R134a refrigerant  | 1    |
| Standard         | Brushless evaporator and condenser motors  | 1    |
| Standard         | Standard Electronic manuals only (Thumb Drive)   | 1    |
| Standard         | Automatic Traction Control System (ATC)  | 1    |
| Standard         | SmarTire Tire Monitoring System  | 1    |
| Standard         | Electronic Stability Program (ESP)   | 1    |
| Standard         | Amerex Fire Suppression System   | 1    |



| Standard | 6-channel Antilock Braking System (ABS)   | 1 |
|----------|---|---|
| Standard | Digital Wheel End Sensing system (DWES)   | 1 |
| Standard | Parcel Rack Tether System   | 1 |
| Standard | 3-Point Passenger Seat Belts (FMVSS210)   | 1 |
| Standard | Parker-Vansco Multiplexing System   | 1 |
| Standard | Continental Multi-Function Instrument Panel   | 1 |
| Standard | REI Entertainment system including DVD and six 15" wide screen HD monitors  | 1 |
| Standard | 12V power supplies in driver's area & parcel rack   | 1 |
| Standard | LED interior spot lights  | 1 |
| Standard | Swing-out cooling package with E-Fan system   | 1 |
| Standard | Dual Delco 55SI 250 Amp brushless alternators   | 1 |
| Standard | Exterior LED lighting includes; turning indicator, marker/clearance, brake, reverse, and daytime running lights (DRL) | 1 |
| Standard | LED baggage bay lights  | 1 |
| Standard | Electronic cruise control   | 1 |
| Standard | Progressive engine brakes (2/4/6 cylinder)  | 1 |
| Standard | Fog lamps   | 1 |
| Standard | Back-up alarm   | 1 |
|          |   |   |

### **Coach Dimensions**

Overall length:

45.58 ft/13.80 m

Wheelbase:

315 in/8.00 m

Overall width:

102 in/2.59 m

Height to roof hatches: 140.75 in/3.58 m

Front overhang:

78.25 in/1.98 m

Rear overhang:

101.25 in/2.57 m

Turning radius:

41 ft/12.5 m

GVWR:

54,000 lbs/24,494 kg

Front GAWR:

17,000 lbs/7,711 kg

Drive GAWR:

23,000 lbs/10,433 kg

Tag GAWR:

16,500 lbs/7,484 kg

#### **Certifications / Compliances**

1.00.102 ENGINE CERTIFICATION - EPA & CARB CERTIFIED W/ EPA ONLY EMISSION WARRANTY

#### **Engine & Engine Accessories**

1.01.309 CUMMINS X12 11.8 L, 410 HP, 1450 FT- LB ENGINE

1.02.503.5 CUMMINS EXTENDED COVERAGE PROTECTION PLAN - X 12 ENGINES TERMS - [5 YEARS / 1

500,000 MILES IS PROVIDED SOLELY BY CUMMINS INC. AND SUBJECT TO TERMS AND CONDITIONS, PROVISIONS, AND LIMITATIONS SET FORTH IN THE CUMMINS EXTENDED COVERAGE PLAN. THE DIESEL PARTICULATE FILTER IS NOT INCLUDED IN THE CUMMINS EXTENDED COVERAGE PLAN. MCI'S OBLIGATION IS LIMITED TO PURCHASING THE COVERAGE FROM CUMMINS, INC. ON BEHALF OF BUYER. SEE CUMMINS EXTENDED COVERAGE PLAN

(PLAN 1 BULLETIN 5600686)

1



| 1.02.508.3 | CUMMINS EXTENDED COVERAGE: AFTERTREATMENT COVERAGE FOR X 12 ENGINES 5 YEA 500,000 MILES IS PROVIDED SOLELY BY CUMMINS INC. AND SUBJECT TO TERMS A CONDITIONS, PROVISIONS, AND LIMITATIONS SET FORTH IN THE CUMMINS EXTENT COVERAGE PLAN. MCI'S OBLIGATION IS LIMITED TO PURCHASING THE COVERAGE FROM CUMMINS, INC. ON BEHALF OF BUYER. SEE CUMMINS EXTENDED COVERAGE PI (BULLETIN 3381454)   | AND<br>DED<br>ROM              |
|------------|--|--------------------------------|
| 1.02.608   | ENGINE BLOCK HEATER  | 1                              |
| 1.02.804   | EBERSPAECHER HYDRONIC M12 - 42,000 BTU AUXILIARY HEATER (CARB CERTIFIED)   | 1                              |
| STANDARD   | ALUMINUM FUEL TANK   | 1                              |
| GOVERNOR   | GOVERN SPEED - 72 MPH  | 1                              |
|            | Transmission & Transmission Accessories  |                                |
| 2.01.101   | ALLISON B500 AUTOMATIC WORLD TRANSMISSION - W/O RETARDER   | 1                              |
| 2.03.101   | ALLISON TRANSMISSION B500 INTERCITY/TOUR EDGE LEVEL I EXTENDED COVERA PROVIDING A TOTAL OF FIVE (5) YEARS PROVIDED SOLELY BY ALLISON TRANSMISSION A SUBJECT TO TERMS AND CONDITIONS, PROVISIONS, AND LIMITATIONS SET FORTH IN ALLISON TRANSMISSION EDGE EXTENDED COVERAGE PLAN. MCI'S OBLIGATION LIMITED PURCHASING THE COVERAGE FROM ALLISON TRANSMISSION ON BEHALF OF BUY REFERENCE ALLISON TRANSMISSION PUBLICATION NUMBER SE5410EN (2006/07). WITHOUT RETARDER | AND<br>THE<br>TO<br>TO<br>'ER. |
| 2.03.302.1 | TES-668 SYNTHETIC TRANSMISSION OIL FOR B500  | 1                              |
|            | Axle Ratios & Axle Accessories   |                                |
| 3.01.110   | REAR AXLE - RATIO 3.54:1   | 1                              |
|            | Wheels, Wheel Accessories & Tires  |                                |
| 3.03.106   | ALCOA HUB PILOTED WHEEL POLISHED BOTH SIDES FINISHED IN 22.5 X 9.00 WITD DURABRITE FINISH  |                                |
| 3.04.403   | FACTORY SUPPLIED TIRES - MICHELIN XZA-2 ENERGY, SIZE: 315/80 R22.5,"L" - RATED, MAXMPH   | X 759                          |
|            | Seating & Trim   |                                |
| 4.01.2703  | 56 PASS - AMAYA ALPHA MODEL PASSENGER SEATS W/3 POINT BELTS  | 1                              |
| 4.02.99.10 | ALPHA MCI UPHOLSTERY   | 1                              |
| 4.02.112   | SELF-RETRACTING FOOTRESTS  | 44                             |
| 4.02.127.1 | SEAT AISLE LIGHTS TO BE BLUE LED   | 1                              |
|            | Passenger Accessories  |                                |
| 4.03.103   | HOSTESS TABLE - ROAD SIDE  | 1                              |
| 4.03.104   | HOSTESS TABLE - CURB SIDE  | 1                              |
|            | Driver Seat & Driver Seat Options  |                                |
| 4.04.702   | USSC 9100 ALX3 AIR RIDE DRIVER'S SEAT WITH 3 POINT SEAT BELT WITH ARMRESTS - SEAT CUSHION ALARM  | <b>W/O</b> 1                   |
| 4.05.202   | FABRIC ARMRESTS ON USSC 9100 ALX/ALX-3 DRIVER'S SEAT   | 1                              |
|            |  |                                |

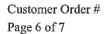


Please refer to section "Selected Upholstery / Fabrics" for details regarding upholstery.

|              | <u>Upholstery Options - Rear Interior</u>                         |   |
|--------------|---|---|
| 4.06.500     | REAR INTERIOR FABRIC  | 1 |
|              | Interior Flooring   |   |
| 4.07.202     | WHITE STANDEE AREA  | 1 |
| 4.07.213     | BLACK STEP NOSING   | 1 |
| 4.07.422     | ALTRO FLOORING  | 1 |
| 4.07.422.004 | FLOORING COLOR - ALTRO VINTAGE CHERRY TFWSA2202F                  | 1 |
|              | Lavatory & Lavatory Accessories                                   |   |
| 5.01.202     | CHEMICAL TYPE LAVATORY WITHOUT WASH BASIN                         | 1 |
| 5.02.106     | AUXILIARY LAVATORY RETENTION TANK                                 | 1 |
|              | Audio / Video Options   |   |
| 5.03.114     | AM/FM/CD/DVD TUNER, REI   | 1 |
| 5.03.224     | BACK-UP CAMERA  | 1 |
| 5.03.236     | SIX 15" 16:9 ASPECT RATIO HD LCD MONITORS, REI                    | 1 |
| 5.03.237     | MEDIA PANEL, REI  | 1 |
|              | Parcel Rack Options   |   |
| 5.04.101     | PARCEL RACK DOORS   | 1 |
|              | Miscellaneous Interior  |   |
| 5.05.101     | PASSENGER SIDE WINDOW BLINDS                                      | 1 |
|              | Wheelchair Lift   |   |
| 6.01.201     | BRAUN WHEELCHAIR LIFT   | 1 |
|              | Sash & Glass  |   |
| 6.02.102     | DOUBLE GLAZED SIDE PASSENGER SASH                                 | 1 |
|              | Miscellaneous Exterior Accessories                                |   |
| 6.05.101     | MIRRORS, BLACK  | 1 |
|              | Paint & Lettering   |   |
| 6.07.107     | ALL WHITE PAINT SCHEME  | 1 |
| STANDARD     | EXTERIOR PAINT - WITHOUT CLEAR COAT                               | 1 |
|              | Decals - Interior & Exterior                                      |   |
| STANDARD     | SEAT RESERVATION MARKERS - ENGLISH/SPANISH/FRENCH - SHIPPED LOOSE | 1 |
| 6.08.109     | EMERGENCY EXIT DECALS - ENGLISH/SPANISH                           | 1 |
| 6.08.112     | LAVATORY DECALS - ENGLISH/SPANISH                                 | 1 |
| 6.08.203     | VIN PLATE - US  | 1 |



| 6.08.209    | WITHOUT EXTERIOR FLEET NUMBER(S) & LEGAL LETTERING   | 1    |
|-------------|--|------|
|             | <u>Instrumentation</u>   |      |
| 7.02.102    | IMPERIAL GAUGES - USA  | 1    |
|             | Interior Lighting  |      |
| 7.03.109    | LED HANDRAIL LIGHTING  | 1    |
| 7.03.110    | LED STEPWELL LIGHTING  | 1    |
|             | Exterior Lighting  |      |
| 7.04.104    | CONVERSION STYLE DOCKING LAMPS IN REAR FENDERS   | 1    |
| STANDARD    | CONVERSION STYLE FRONT CORNERING LAMPS   | 1    |
| 7.04.106    | LED HEADLIGHTS   | 1    |
| 7.04.108    | DRIP RAIL MOUNTED LED OVERHEAD LIGHTING  | 1    |
|             | Electrical & Miscellaneous Electrical Accessories  |      |
| 7.05.112    | SECURITY START FEATURE W/ROCKER IGNITION (STEPWELL LIGHT)  | 1    |
| 7.05.128    | POWER OUTLETS W/110 VOLT DUPLEX PLUGS AND TWO USB PORTS AT ALL SEATS LOCATIONS W/4000 WATT INVERTER/BATTERY CHARGER INSTALLED IN BATTERY COMPARTMENT | 5, 1 |
|             | Air Recirculation  |      |
| 8.02.103    | AUXILIARY PARCEL RACK A/C  | 1    |
|             | Additional Standard Features & Equipment   |      |
| 9.01.101    | AMEREX FIRE SUPPRESSION IN ENGINE COMPARTMENT  | 1    |
| 9.01.202    | SMARTIRE TIRE PRESSURE MONITORING SYSTEM   | 1    |
|             | Delivery Location  |      |
| 10.01.101   | DELIVERY TO DES PLAINES, IL  | 1    |
| STANDARD    | MANUFACTURING SITE - FTG ONLY BUILD  | 1    |
|             | Vehicle Key Code   |      |
| Key Code:   | - Ferritary Conte  |      |
|             |  |      |
| •           | User Defined Specials  |      |
| ES1.02.104  | TRANSMISSION TO SHIFT INTO 5TH GEAR INSTEAD OF 4TH GEAR UPON ACTIVATION OF THE   | ₹1   |
|             | JAKE BRAKE   |      |
|             |  |      |
| ES4.01.3015 | PASSENGER SEATS - J4500, J4500E, J3500 COACHES   | 1    |
| T01,01,010  | TABBEATOER BEATE - STOOD, STOOD, SOOO COACIES  | 1    |
|             |  |      |





| ES4.04.411   | DRIVERS SEAT - J4500, J4500E, J3500 COACHES  | 1  |
|--------------|--|----|
| ES4.06.108   | FABRIC ON INTERIOR PANELS OF COACH   | 1  |
| ES7.05.194.2 | PARKER MUX COACH PROGRAMMING   | 1  |
| Special-1    | PSA - Delete passenger seat window side armrests.  | 1  |
| Special-2    | ES7.03.122 - PROVISION TO CHANGE THE COLOUR OF INDIRECT CEILING LIGHTS AFTER THE FACTORY DELIVERY. NOTE: THIS INSTALLATION WILL INCLUDE THE REQUIRED B-POST HARNESS ONLY. NOTE: DOES NOT INCLUDE STEPWELL, GRAB HANDLES AND UNDER SEALIGHTS. | ST |
| Special-3    | ES7.05.216 - MCI Connect telemetry system.   | 1  |
| Special-4    | ES7.04.116 - LED fog lamps (NFI Parts kit #6488997).   | 1  |
| Special-5    | ES7.04.113.4 - Additional drip rail style lights (2) to be mounted on drip rails as close as possible to entrance door and front J-box door, to activate when entrance door is open.   | 1  |
| Special-6    | ES6.05.206 - ADD SPARE CONVEX MIRRORS BELOW THE EXISTING EXTERIOR MIRRORS (MCI SERVICE PART KIT #T03-2785).  | 1  |



### **Selected Upholstery / Fabrics**

#### **Upholstery Locations**

#### **Passenger Seats**

Headrest Face:

Headrest Side Boxing:

Cushion and Back Center:

Cushion and Back Outside:

Side Boxing:

Back Panel:

Seat Piping:

Double Stitching:

Diamond Stitching:

#### Driver's Seat

Headrest:

Cushion & Back - Center:

Cushion & Back - Outside:

Side Boxing:

Back Panel:

#### **General Interior**

Entrance Door:

Front Dash Insert:

Front Side Modesty Panels:

Passenger Side Modesty Panels:

Parcel Rack Fabric (Underside):

Sidewall:

Ceiling:

#### General Interior - Rear

Lavatory Door:

Curb Side Lavatory Wall:

Rear Enclosure Panel:

#### Flooring

Interior Flooring:

#### Selected Upholstery

Bustextil Bravia Verona Azul Oscuro 1434966

Bustextil Bravia Verona Azul Oscuro 1434966

Bustextil Sticks Blue Ink 85/15 60201

Bustextil Bravia Verona Azul Oscuro 1434966

Bustextil Bravia Verona Azul Oscuro 1434966

Bustextil Lux Blue 57101

No Seat Piping

No Double Stitching

No Diamond Stitching

Bustextil Bravia Verona Azul Oscuro 1434966

Bustextil Sticks Blue Ink 85/15 60201

Bustextil Bravia Verona Azul Oscuro 1434966

Bustextil Bravia Verona Azul Oscuro 1434966

Bustextil Bravia Verona Azul Oscuro 1434966

Bustextil Sticks Blue Ink 85/15 60201

Bustextil Sticks Blue Ink 85/15 60201

Bustextil Sticks Blue Ink 85/15 60201

Bustextil Companion Pes Blue KDK/Navy Lite 50501

Bustextil Companion Pes Blue KDK/Navy Lite 50501

Bustextil Companion Pes Blue KDK/Navy Lite 50501

Morbern Vinyl Wave WV-209

Bustextil Companion Pes Blue KDK/Navy Lite 50501

Bustextil Companion Pes Blue KDK/Navy Lite 50501

Bustextil Companion Pes Blue KDK/Navy Lite 50501

Altro Flooring Vintage Cherry TFWSA2202F



# SCHEDULE B TO AGREEMENT TO PURCHASE (WARRANTY) (J SERIES)

This Schedule B is incorporated as part of that certain Agreement to Purchase dated <u>July 14, 2023</u> ("<u>ATP</u>"), by and between the buyer listed below ("<u>Buyer</u>") and Motor Coach Industries, Inc. ("<u>Seller</u>"), with respect to the Coach or Coaches listed in the ATP.

| BUYER INFORMATION   |                          |  |  |
|---------------------|--------------------------|--|--|
| Complete Legal Name | West Virginia University |  |  |

#### **SELLER'S LIMITED WARRANTY**

Seller's Limited Warranty applies only to new coaches manufactured and sold by Seller for use in the territorial limits of Canada and the United States, including Hawaii and Alaska, excluding Puerto Rico, Guam and the Virgin Islands. This Limited Warranty is not assignable or otherwise transferable to subsequent owners of the Coach unless MCI receives either a properly completed Sale Notification form (a copy of which is in the Owner Limited Warranty Manual), or other documentation acceptable to MCI.

Seller agrees for the Warranty Term herein specified that, subject to certain exceptions, exclusions, and conditions noted below, Seller will repair or replace any defects in material and workmanship (not design) in the Coach. This Limited Warranty applies only to defects discovered during the Warranty Term set forth on Exhibit A.

Buyer must give Seller written notice of any defect occurring during the Warranty Term to which Buyer claims this Limited Warranty applies within thirty (30) days from the date the defect becomes apparent, specifying the nature of the claimed defect and the date it became apparent.

Seller's obligation under this Limited Warranty is limited to (A) repairing or, at Seller's option, replacing free of charge any parts that, in Seller's reasonable opinion, have failed as a result of a defect in material or workmanship (not design) occurring during the Warranty Term under normal service conditions, provided that Buyer (i) has given Seller timely written notice of the defect; and (ii) upon Seller's request, has returned the defective part(s) to Seller, transportation charges collect; and (B) crediting Buyer for the labor cost incurred in the removal and replacement of the defective part(s) based on (i) the number of hours designated by Seller to be required for such work, multiplied by (ii) 125% of the base rate for mechanical labor prevailing at Buyer's garage locale at the time of replacement, such base rate to have been previously approved by Seller.

THIS LIMITED WARRANTY IS FURTHER SUBJECT TO CERTAIN ADDITIONAL TERMS, CONDITIONS, AND EXCLUSIONS THAT ARE ATTACHED HERETO AND HEREBY INCORPORATED BY REFERENCE AS EXHIBIT A.

Buyer acknowledges that this Limited Warranty does not apply to (A) any parts, components, materials, goods or services furnished or provided after Seller has completed its manufacturing processes with respect to the Coach; or (B) any routine maintenance repairs or replacements; or (C) normal wear and tear of the Coach; or (D) any other repairs or replacements that, in Seller's reasonable opinion, are required because the Coach or any accessories, parts, or other equipment comprising the Coach:

| (i) | has   | been   | altered, | , modified  | changed,    | reworked,     | or replace | ed in a | manner | either i | not recom | nmended by |
|-----|-------|--------|----------|-------------|-------------|---------------|------------|---------|--------|----------|-----------|------------|
| S   | eller | or tha | t would  | likely affe | ct servicea | ability in an | y respect; | or      |        |          |           | _          |
|     |       |        |          |             |             |               |            |         |        |          |           |            |

| Buyer initials | Schedule B  | Seller initials |
|----------------|-------------|-----------------|
|                | Page 1 of 4 | ·               |

(ii) has been subject to abuse, neglect, or damage from an accident, or from intentional acts; or

- (iii) has not been serviced and maintained at reasonable intervals according to Seller's recommendations; or
- (iv) has been operated at speeds in excess of Seller's and/or any component supplier's recommended maximum speed.

Seller reserves the right to audit Buyer's Coach warranty related records, including, but not limited to those regarding claims filed, maintenance records, and parts returned. Seller also reserves the right, in its sole discretion, to suspend its Limited Warranty obligations, including, but not limited to, putting Buyer's warranty account "on hold", and/or suspending or revoking Buyer's access to Seller's CCS system, during any period in which Buyer is not in compliance with its obligations under this Limited Warranty.

ENFORCEMENT OF THE FOREGOING OBLIGATIONS OF SELLER SHALL BE BUYER'S SOLE AND EXCLUSIVE REMEDY AGAINST SELLER WITH RESPECT TO THE COACH. THIS LIMITED WARRANTY AND SELLER'S OBLIGATIONS HEREUNDER ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL SELLER BE LIABLE FOR ANY OTHER OBLIGATIONS OR LIABILITIES, INCLUDING LIABILITY FOR ANY GENERAL, SPECIAL, DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, ENHANCED, RELIANCE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS AND LOSS OF USE) WITH RESPECT TO THE SALE OR USE OF THE COACH. NO PERSON IS AUTHORIZED TO CHANGE OR OTHERWISE MODIFY THIS LIMITED WARRANTY OR ASSUME ANY OTHER LIABILITY ON BEHALF OF SELLER UNLESS SUCH CHANGE, MODIFICATION OR ASSUMPTION IS MADE IN WRITING AND SIGNED BY AN OFFICER OF SELLER.

#### **MCI Emission-related Warranty**

- (a) General. MCI warrants to Buyer and each subsequent purchaser that the Coach, including all parts of its emission control system, meets two conditions:
  - (1) It is designed, built, and equipped so it conforms at the time of sale to Buyer with the requirements of 40 CFR Part 1037.
  - (2) It is free from defects in materials and workmanship that cause the Coach to fail to conform to the requirements of 40 CFR Part 1037 during the applicable warranty period.

The above warranty will be referred to as the "MCI Emission Warranty" in this document.

- (b) The warranty period of the MCI Emission Warranty is as follows:
  - (1) Five (5) years from the date the Coach is first placed into service or 100,000 miles, whichever first occurs; and
  - (2) For tires, two (2) years from the date the Coach is first placed into service or 24,000 miles, whichever first occurs.
- (c) Components covered. The MCI Emission Warranty covers emission-related components that are included in the certified emission controls. The MCI Emission Warranty covers the Coach's tires. The MCI Emission Warranty does not cover components whose failure would not increase the Coach's emissions of any regulated pollutant, nor does it cover tire tread wear.
- (d) Warranty Exclusions. The MCI Emission Warranty does not cover any failures resulting from any improper maintenance or use, as described in 40 CFR §1068.115.

| Buyer initials   | Schedule B  | Seller initials |  |
|--|-------------|-----------------|--|
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#### **EXHIBIT A**

#### Agreement To Purchase Terms and Conditions

WARRANTY TERM: J4500 COACH: Thirty (30) months, unlimited mileage, from the warranty start date.

WARRANTY START DATE:

### ADDITIONAL EXCLUSIONS/LIMITATIONS OF SELLER'S LIMITED WARRANTY

| 3 <sup>rd</sup> party vehicle telemetry                   |   |
|---|---|
| system  | Covered only by system supplier   |
| A/C Compressor  | 5 years or 500,000 miles (804,672 km) (whichever comes first), coverage of compressor only; excludes external mounted components.   |
| Air Bellows   | 3 years or 300,000 miles (482,803 km) (whichever comes first)   |
| Antennae  | Not covered for breakage  |
| Batteries   | 1 year coverage with requirement of photograph of battery serial number.  |
| Belts   | 6 months or 50,000 miles (80,467 km) (whichever comes first)  |
| Brake Rotors & Pads                                       | Not covered as a primary failure  |
| Brushless Main Evaporator<br>Motor                        | 54 months or 500,000 miles (804,672 km) (whichever comes first)   |
| Bumpers   | 5 years or 500,000 miles (804,672 km) (whichever comes first), excludes paint and consequential damage.   |
| Coach Conversion  | Parts, components, and services by third party not covered  |
| Decals  | Covers only decals furnished and applied by MCI. Coverage is subject to MCI's prior written approval based on photographic evidence of claimed defect and repair quotation to be submitted by Buyer.  |
| Electrical Harness and<br>Connectors                      | 5 years or 500,000 miles (804,672 km) (whichever comes first) (excludes labor for diagnostic tests)(excludes engine harness)  |
| Emission Controls and<br>Emission System-related<br>Parts | Covered by Seller's Limited Warranty as and only to the extent they are required to be covered by a vehicle manufacturer pursuant to the laws pertaining to the warranties applicable to emissions controls or emission system-related parts in effect at the date of manufacture, including the MCI Emission Warranty. |
| Engine  | Covered only by engine manufacturer   |
| Engine Aftertreatment                                     | Covered only by engine manufacturer (see also Emission Controls and Emission System-related Parts above)  |
| Engine Accessories  | 30 months or 250,000 miles (402,336) (whichever comes first), covers alternator, starter, transmission oil cooler, engine isolator, crank pulley, diesel exhaust fluid (DEF) tank and heated lines, power steering pump and exhaust pipe bellows.   |
| Entrance Door Control                                     | 5 years or 500,000 miles (804,672 km) (whichever comes first), covers pneumatic cylinders and control module  |
| Exterior Mirrors  | Covered for loss of function only, not breakage   |
| Goods and/or Services                                     | Not covered   |

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|----------------|-------------|-----------------|--|
|                | Page 3 of 4 |                 |  |

| HVAC Condenser, Heater & Evaporator Coil                | 5 years or 500,000 miles (804,672 km) (whichever comes first)  |
|---|--|
| Incandescent Light Bulbs                                | Not covered  |
| Interior theme LED window, aisle and step well lighting | 5 years or 500,000 miles (804,672 km) (whichever comes first) liquid or physical damage not covered.   |
| Instrument Panel  | 5 years or 500,000 miles (804,672 km) (whichever comes first), software tampering, liquid or physical damage not covered   |
| King Pins   | Bushings and seals not covered   |
| LED Forward lighting                                    | 5 years or 500,000 miles (804,672 km) (whichever comes first), High, Low Beams and DRL/Turn Signal   |
| Paint   | Coverage subject to MCI prior approval; pictures and quote maybe required  |
| Passenger Seats   | Mechanical and fabric manufacturing defects covered. Pictures and quote are  |
| Pinion Seals  | 3 years or 300,000 miles (482,802 km) (whichever comes first)  |
| Radius Rod Bushings                                     | 2 years or 100,000 miles (160,934 km) (whichever comes first)  |
| Refrigerant   | Not covered as a primary failure   |
| Roof Leaks  | 5 years or 500,000 miles (whichever comes first); coverage is subject to Seller's prior written approval based on photographic evidence of claimed defect and repair quotation to be submitted by Buyer.   |
| Shocks & Bushings                                       | 1 year or 50,000 miles (80,467 km) (whichever comes first)   |
| Tires   | Covered only by tire manufacturer, except for the MCI Emission warranty.   |
| Towing/Roadside Service<br>Calls*                       | 6 months or 50,000 miles (80,467 km) (whichever comes first), reimbursement limited to \$750.00/per occurrence and subject to additional conditions further explained below  |
| Transmission  | Covered only by transmission manufacturer  |
| Wheel Alignment   | Covered only during the first 25,000 miles (40,234 km); thereafter not covered as a primary failure, i.e., covered only if alignment is necessary due to another covered warranty repair   |
| Wheel Bearings and Seals                                | 3 years or 300,000 miles (482,802 km) (whichever comes first)  |
| Wheel Studs   | Not covered  |
| Windows/ Sash Assembly                                  | Not covered for breakage due to stone chips or other road hazards. Any coverage is subject to Seller's prior written approval based on part return and/or photographic evidence of claimed defect, as requested by Seller. Buyer must also provide date code (located at bottom of window frame assembly, visible when opened or removed), window location (roadside or curbside of vehicle) and window position on Coach. |
| Wiper Blades  | Not covered  |
|   |  |

\*Towing/Roadside Service Calls. The towing/roadside service call must have been necessary due to a failure covered by the MCI Limited Warranty, and Buyer must have used good faith efforts to return the coach to service without using a towing service before requesting that the coach be towed. The costs of any towing/roadside repairs and road service calls are not included within the scope of the Limited Warranty unless the failure requiring the roadside service/towing is covered by the Limited Warranty.

Please consult the manufacturer of the engine, transmission, or other component not covered by MCI's Limited Warranty for any towing/roadside reimbursement such manufacturer may provide.

| Buyer initials | Schedule B  | Seller initials |
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### McCutcheon, Perry J

From: Egnor, Michael <michael.egnor@wv.gov>

**Sent:** Tuesday, July 25, 2023 3:26 PM

To: Perry J McCutcheon; Renu M Chakrabarty; Matt A Kemper

**Subject:** 2024 MCI Coach Bus Replacement **Attachments:** 2024 MCI Bus emissions analysis.xlsx

Perry,

Your Coach Bus replacement emissions analysis is attached.

Thanks!

Mike

#### Assumptions:

Gillig Transit bus 2009 Mileage 623,364 miles In service through 2023 Internet search - Class 6-7 Internet search - 4.5 mpg Idling Hours - EPA default value is 340 Remaining Life - 3 years

MCI Bus 2024 Cummins X12 Engine Internet search 9mpg Class 6-7

No change in annual mileage

#### Calculations

623,364 miles divided by 14 years divided by 4.5 mpg is 9,895 gallons per year for current bus

44,526 at 9mpg is 4,947 gallons/year

Let me know if you need anything else.

Mike

|                |            | Detailed Report |           |             |                 |      |                  |               |            |               |            |              |               |             |                 |               |              |            |            |                |             |
|----------------|------------|-----------------|-----------|-------------|-----------------|------|------------------|---------------|------------|---------------|------------|--------------|---------------|-------------|-----------------|---------------|--------------|------------|------------|----------------|-------------|
| Michael Egnor  | 07/25/2023 | from the Diese  |           |             |                 |      |                  |               |            |               |            |              |               |             |                 |               |              |            |            |                |             |
|                |            |                 |           |             |                 |      |                  |               |            |               |            |              |               |             |                 |               |              |            |            |                |             |
|                |            |                 |           |             |                 |      |                  |               |            |               |            |              |               |             |                 |               |              |            |            |                |             |
| WV DEP DAQ     |            |                 |           |             |                 |      |                  |               |            |               |            |              |               |             |                 |               |              |            |            |                |             |
| Michael        | Egnor      |                 |           |             |                 |      |                  |               |            |               |            |              |               |             |                 |               |              |            |            |                |             |
| michael.egnor@ | )          |                 |           |             |                 |      |                  |               |            |               |            |              |               |             |                 |               |              |            |            |                |             |
| 000-000-0000   |            |                 |           |             |                 |      |                  |               |            |               |            |              |               |             |                 |               |              |            |            |                |             |
|                |            |                 |           |             | Number of       |      |                  |               |            |               |            | Displacement |               |             |                 | Vehicle Miles |              |            |            |                | 1           |
|                |            |                 |           |             | Vehicles/Engine |      |                  | Tier 4 After- |            |               |            | (liters per  |               |             | Calculated Fuel | Traveled/Year | Annual Usage | Idling     | Hoteling   |                | Technology  |
| Туре           | Sector     | Target Fleet    | Class     | Vocation    | s               | Tier | Tier 4 Standards | treatments    | Model Year | Retrofit Year | Horsepower | cylinder)    | Fuel Type     | Fuel Volume | Volume          | (VMT)         | Hours        | Hours/Year | Hours/Year | Remaining Life | Description |
| Onroad         | Transit    | Transit Bus     | Class 6-7 | Transit Bus | 1               |      |                  |               | 2009       | 2024          |            |              | ULSD (diesel) | 9895        | 9895            | 44526         |              | 340        |            | 3              |             |
| Onroad         | Transit    | Transit Bus     | Class 6-7 | Transit Bus | 1               |      |                  |               | 2024       | 2024          |            |              | ULSD (diesel) | 4947        | 4947            | 44526         |              | 340        |            | 15             |             |

|        |             |                           |            | New          | Diesel Fuel |                |                  |                   |           | Annual Baseline | Lifetime       | Percent       | Baseline of     | Amount          | Lifetime    | Lifetime      | Lifetime              | Capital Cost    | Annual Baseline | Lifetime         |
|--------|-------------|---------------------------|------------|--------------|-------------|----------------|------------------|-------------------|-----------|-----------------|----------------|---------------|-----------------|-----------------|-------------|---------------|-----------------------|-----------------|-----------------|------------------|
|        | New Tier 4  | New Tier 4 After-         | New        | Displacement | Reduced     | Reduced Idling | Reduced          |                   |           | of Vehicles     | Baseline of    | Reduced (NOx, | Vehicles        | Reduced per     | Baseline of | Amount        | <b>Amount Emitted</b> | Effectiveness   | of Vehicles     | Baseline of      |
| New Ti | r Standards | treatments New Model Year | Horsepower | (liters per  | (gallons)   | (hours)        | Hoteling (hours) | Installation Cost | Unit Cost | (NOx, short     | Vehicles (NOx, | %)            | Retrofitted per | Year(NOx, short | Vehicles    | Reduced (NOx, | After Retrofit,       | (\$/short ton), | (PM2.5, short   | Vehicles (PM2.5, |

 0.000906868
 0.002720605

 0.000509877
 0.007648158

| Reduced   Vehicles   Reduced per   Baseline of   Amount   Amount Emitted   Effectivene | of Vehicles (HC, Baseline of Percent       | Vehicles Reduced per Base             | aseline of Amount Amount Emitte       | ed Effectiveness of Vehicles (CO, | ), Baseline of Percent          | Vehicles Reduced per           | Baseline of |
|--|--|---------------------------------------|---------------------------------------|-----------------------------------|---------------------------------|--------------------------------|-------------|
| (PM2.5, %) Retrofitted per Year(PM2.5, Vehicles Reduced After Retrofit, (\$/short to   | , short tons) Vehicles (HC, Reduced (HC, 9 | %) Retrofitted per Year(HC, short Vel | Vehicles Reduced (HC, After Retrofit, | , (\$/short ton), short tons)     | Vehicles (CO, Reduced (CO, %) F | Retrofitted per Year(CO, short | Vehicles    |

 0.053313514 0.159940541 0.033538365 0.503075475

| Lifetime     | Lifetime              | Capital Cost    | Annual Baseline | Lifetime       | Percent       | Baseline of     | Amount          | Lifetime    | Lifetime      | Lifetime              | Capital Cost    | Annual Baseline | Lifetime        | Percent        | Baseline of     | Amount      | Lifetime    | Lifetime       | Lifetime     |
|--------------|-----------------------|-----------------|-----------------|----------------|---------------|-----------------|-----------------|-------------|---------------|-----------------------|-----------------|-----------------|-----------------|----------------|-----------------|-------------|-------------|----------------|--------------|
| Amount       | <b>Amount Emitted</b> | Effectiveness   | of Vehicles     | Baseline of    | Reduced (CO2, | Vehicles        | Reduced per     | Baseline of | Amount        | <b>Amount Emitted</b> | Effectiveness   | of Vehicles     | Baseline of     | Reduced (Fuel, | Vehicles        | Reduced per | Baseline of | Amount         | Amount After |
| Reduced (CO, | After Retrofit,       | (\$/short ton), | (CO2, short     | Vehicles (CO2, | %)            | Retrofitted per | Year(CO2, short | Vehicles    | Reduced (CO2, | After Retrofit,       | (\$/short ton), | (Fuel,          | Vehicles (Fuel, | %)             | Retrofitted per | Year (Fuel, | Vehicles    | Reduced (Fuel, | Retrofit,    |
| •            |                       |                 | 111.31875       | 333.95625      |               |                 |                 |             |               |                       |                 | 9895            | 29685           |                |                 |             |             |                |              |

 111.31875
 333.95625
 9895
 29685

 55.65375
 834.80625
 4947
 74205