



Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

State of West Virginia
Master Agreement

Order Date: 2016-09-12

CORRECT ORDER NUMBER
 MUST APPEAR ON ALL PACKAGES,
 INVOICES, AND SHIPPING PAPERS.
 QUESTIONS CONCERNING THIS
 ORDER SHOULD BE DIRECTED TO
 THE DEPARTMENT CONTACT.

Order Number: CMA 0212 0212 SWCSBUS16B	Procurement Folder: 170516
Document Name: Change Order 1 - SBUS16 - Various School Buses	Reason for Modification:
Document Description: Original Folder - EDD148130	Change Order 1 - To cancel contract (SWCSBUS16B) and reissue the contract as SWCSBUS16D due to vendor reassignment.
Procurement Type: Central Master Agreement	
Buyer Name: Misty DeLong	
Telephone: (304) 558-8802	
Email: misty.m.delong@wv.gov	
Shipping Method: Best Way	Effective Start Date: 2016-01-01
Free on Board: FOB Dest, Freight Prepaid	Effective End Date: 2016-12-31

VENDOR	DEPARTMENT CONTACT
Vendor Customer Code: 000000110390 HERITAGE BUS SALES INC 408 NEW GOFF MOUNTAIN RD CROSS LANES WV 25313 US Vendor Contact Phone: (999) 999-9999 Extension: Discount Percentage: 0.0000 Discount Days: 0	Requestor Name: Jo Ann Adkins Requestor Phone: (304) 558-2686 Requestor Email: joann.adkins@k12.wv.us

INVOICE TO	SHIP TO
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US

Total Order Amount	Open End
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AGENCY COPY

MD 9/13/16
 PURCHASING DIVISION AUTHORIZATION
 SIGNED BY: *Tara Kyle*

DATE: 9/13/2016
 ELECTRONIC SIGNATURE ON FILE

ATTORNEY GENERAL APPROVAL AS TO FORM

SIGNED BY: *Robert Hulse*
 DATE: 9/15/16
 ELECTRONIC SIGNATURE ON FILE

ENCUMBRANCE CERTIFICATION

SIGNED BY: *Melvin Heth*
 DATE: SEP 16 2016
 ELECTRONIC SIGNATURE ON FILE

Extended Description:

Change Order 1 - To cancel contract (SWCSBUS16B) and reissue the contract as SWCSBUS16D due to vendor reassignment.

Per attached documentation the contract is being re-assigned from Heritage Bus Sales, Inc. to Worldwide Equipment of West Virginia Inc.

No other changes made.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	25101502			EA	\$0.000000
	Service From	Service To			

Commodity Line Description: Various School Buses

Extended Description:

Various School Buses - See Exhibit B for contract pricing.

MEMORANDUM

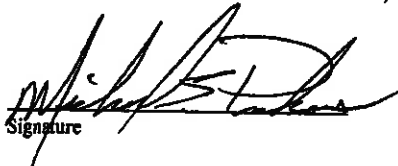
TO: Misty Delong, Senior Buyer, Purchasing Division
FROM: Jo Ann Adkins, Purchasing Coordinator, WVDE
DATE: August 30, 2016
SUBJECT: Change Order NO. 1 Cancellation & Reassignment of CMA 0212 SWCSBUS16B

Please find enclosed copy of completed and signed document of Change Order No. 4 requesting the cancellation of the master agreement number CMA 0212 SWCSBUS16B effective on or before August 31, 2016 per the attached Asset Purchase Agreement and First Amendment to Asset Purchase Agreement and Assignment of Contract.

The Vendor, Heritage Bus Sales Inc., agrees to the cancellation and to the assignment of the subject master agreement from Heritage Bus Sales Inc., to Worldwide Equipment Inc. Worldwide Equipment Inc. accepts the assignment, rights and responsibilities of the assigned master agreement in accordance to the original specifications, terms and conditions, pricing and subsequent change orders effective September 1, 2016 through December 31, 2016.

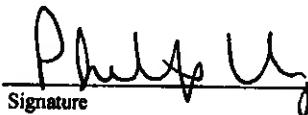
We the offices of the West Virginia Department of Education agree to the terms of the foregoing contract assignment.

Office of Transportation, Office of Internal Operations, State Superintendent of Schools


Signature

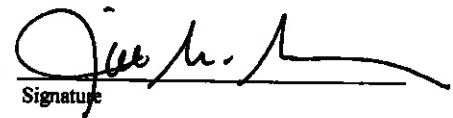
Michael E. Pickens
Print Name

8/31/16
Date


Signature

Phillip Uy
Print Name

8/31/2016
Date


Signature

Joe Newman
Print Name

9/9/16
Date

Attachments

file/ja



Goodwin & Goodwin, LLP
300 Summers Street
Suite 1500
Charleston, WV 25301-1678

T (304) 346-7000
F (304) 344-9692

www.goodwingoodwin.com

August 18, 2016

James D. Meadows, General Counsel
West Virginia Department of Administration
Purchasing Division
2019 Washington Street, East
P. O. Box 50130
Charleston, WV 25305

Re: Request for Change; EDD148130

Dear Mr. Meadows:

Pursuant to Paragraph 25 of the above-reference contract (the "Contract"), Heritage Bus Sales, Inc., requests the express written consent of the Department of Administration, Purchasing Division, of a change order to allow the Contract to be assigned to Worldwide Equipment of West Virginia, Inc. ("Worldwide WV"). Worldwide WV already is a vendor approved by the Department of Administration to do business with the State of West Virginia.

On July 14, 2016, Heritage Bus Sales, Inc., among others, entered into an Asset Purchase Agreement (the "APA") with Worldwide Equipment, Inc., sole shareholder of Worldwide WV. Pursuant to the First Amendment to Asset Purchase Agreement and Assignment of Contract ("Assignment of Contract"), Worldwide WV, as assignee of Worldwide Equipment, Inc., will assume the Contract. I have enclosed the first page and the signature pages of the APA to evidence the desire of the parties thereto to assign the Contract from Heritage Bus Sales, Inc., to Worldwide Equipment, Inc., and the Assignment of Contract, evidencing the desire of Worldwide Equipment, Inc., to assign its interest in the Contract under the APA to Worldwide WV.

Closing on the APA will occur on or before August 31, 2016. Heritage Bus Sales, Inc., and Worldwide WV request that you approve a change order that would allow the Contract to be assigned to Worldwide WV as of the closing.

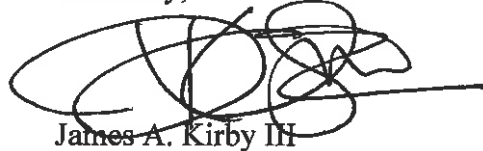
Please contact me at 304-346-7000 or by email to jak@goodwingoodwin.com if you have any questions, need additional information, or otherwise would like to discuss the assignment.

GOODWIN

Department of Administration
Purchasing Division
August 18, 2016
Page 2

Thank you for your assistance in this matter.

Sincerely,

A handwritten signature in black ink, appearing to be "James A. Kirby III", written over a horizontal line. The signature is highly stylized and cursive.

James A. Kirby III

JAK/
Enclosures

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement ("Agreement") is made as of the 14th day of July, 2016, by and among Worldwide Equipment, Inc., a Kentucky corporation ("Purchaser"), Heritage International Trucks, Inc., a West Virginia corporation (the "Heritage International"), Heritage Lease and Rental, Inc., a West Virginia corporation ("Heritage Leasing"), Heritage Bus Sales, Inc., a West Virginia corporation ("Heritage Bus Sales"), Heritage Development, LLC, a West Virginia limited liability company ("Heritage Development") and Heritage Equipment, Inc., a West Virginia corporation ("Heritage Equipment" and collectively with Heritage Development, Heritage International, Heritage Leasing and Heritage Bus Sales, the "Sellers").

EXPLANATORY PARAGRAPHS

A. Heritage Truck Centers, Inc. is the (i) sole shareholder and equity owner of Heritage Bus Sales, Heritage International, Heritage Equipment and Heritage Leasing and (ii) sole member and equity owner of Heritage Development;

B. Heritage Bus Sales is an authorized IC Bus dealer (the "IC Bus Dealership") engaged in the business of the sale and servicing of buses with operations at 408 New Goff Mountain Road, Cross Lanes, WV (the "New Goff Facility") (the "Heritage Bus Business");

C. Heritage International is an authorized International Trucks dealer (the "International Dealership") and a Featherlite trailers dealer (the "Featherlite Dealership") in the business of selling and servicing heavy and medium duty trucks ("Heritage Sales Business") and operating at 1Jain Drive, Cross Lanes West Virginia (the "Jain Facility");

D. Heritage Leasing is in the business of leasing and re-leasing heavy and medium duty trucks and equipment (the "Heritage Leasing Business" and together with the Heritage Bus Business, the Featherlite Dealership and Heritage Sales Business collectively, the "Business");

E. Heritage Development (a) owns certain real property involved in the Business, including, that certain real property located at US Hwy 23 & KY Route 32, Louisa, Kentucky (the "Louisa Facility") and (b) leases certain real property involved in the Business located at (i) the Jain Facility and (ii) US Route 60 West, White Sulphur Springs, West Virginia (the "WSS Facility") and together with the Jain Facility and New Goff Facility collectively, the "Leased Facilities");

F. The Sellers are also an authorized Western Star Trucks dealer (the "Western Star Dealership") also referenced herein as the "Retained Dealership") whereby Sellers engage in selling and servicing heavy and medium duty trucks and commercial trailers manufactured by Western Star (the "Retained Business") in addition to the Business and the parties anticipate that the Sellers will continue to operate the Retained Dealership and Retained Business; and


G. The Sellers desires to sell certain of the assets associated with the Business, and the Purchaser desires to purchase the specific designated assets of the Business more fully described herein, on the terms and conditions set forth herein.

NOW, THEREFORE, the parties agree as follows:

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

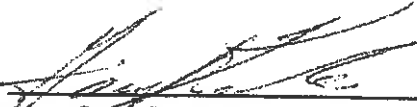
PURCHASER:

WORLDWIDE EQUIPMENT, INC.

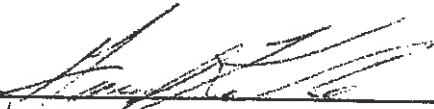
By: 
Name: Scott Blum
Title: EVP COO.

SELLERS:


HERITAGE INTERNATIONAL TRUCKS, INC.

By: 
Name: Gary D. Kale
Title: Chairman and CEO

HERITAGE LEASE AND RENTAL, INC.

By: 
Name: Gary D. Kale
Title: Chairman and CEO

HERITAGE BUS SALES, INC.

By: 
Name: Gary D. Kale
Title: Chairman and CEO

[Signature Page to Asset Purchase Agreement]

HERITAGE DEVELOPMENT, LLC

By: 

Name: Gary D. Kale

Title: Chairman and CEO

HERITAGE EQUIPMENT, INC.

By: 

Name: Gary D. Kale

Title: Chairman and CEO

[Signature Page to Asset Purchase Agreement]

**FIRST AMENDMENT TO ASSET PURCHASE AGREEMENT
AND ASSIGNMENT OF CONTRACT**

This First Amendment to Asset Purchase Agreement and Assignment of Contract ("First Amendment") is made as of the 18th day of August, 2016, but effective as of July 14, 2016, by and among Worldwide Equipment, Inc., a Kentucky corporation ("Purchaser"), Worldwide Equipment of West Virginia, Inc., a Kentucky corporation ("Assignee"), and Heritage International Trucks, Inc., a West Virginia corporation (the "Heritage International"), Heritage Lease and Rental, Inc., a West Virginia corporation ("Heritage Leasing"), Heritage Bus Sales, Inc., a West Virginia corporation ("Heritage Bus Sales"), Heritage Development, LLC, a West Virginia limited liability company ("Heritage Development") and Heritage Equipment, Inc., a West Virginia corporation ("Heritage Equipment" and collectively with Heritage Development, Heritage International, Heritage Leasing and Heritage Bus Sales, the "Sellers").

All capitalized terms used but not defined herein shall have the same meaning as set forth in the Agreement, as defined below.

RECITALS

WHEREAS, Purchaser and Sellers entered into an Asset Purchase Agreement, dated July 14, 2016 (the "Agreement"), for the purchase and sale of certain assets of Sellers; and

WHEREAS, Assignee is a wholly-owned subsidiary of Purchaser; and

WHEREAS, Section 9.2 of the Agreement allows Purchaser to assign all or any part of its rights or obligations under the Agreement to an affiliate of Purchaser; and

WHEREAS, Purchaser, Sellers, and Assignee desire to amend Schedule 1.1(i) to the Agreement to include an additional assumed contract; and

WHEREAS, Purchaser desires to assign the contract listed on the attached Schedule 1.1(i).2 to Assignee and Assignee desire to accept such assignment effective as of the Closing of the Agreement, which expected to occur on or before August 31, 2016.

NOW, THEREFORE, the parties agree as follows:

1. Effective as of the Closing of the Agreement, Purchaser hereby assigns all of its right, title, and interest in and to the contract listed on Schedule 1.1(i).2 to the Agreement, but only the contract listed on Schedule 1.1(i).2 to the Agreement, to Assignee.

2. Section 1.1(i) of the Agreement is hereby amended and restated as follows:

"all of Sellers' right, title and interest in and to the leases and rental agreements to which any Seller is a party, as lessor, with customers of Sellers pursuant to which any Seller has agreed to lease or rent any vehicles and the other contracts and agreements expressly set forth on Schedule 1.1(i) attached hereto or Schedule 1.1(i).2 attached to the First Amendment (collectively, the "Assumed Contracts") and Sellers' interest in the vehicles subject to the Assumed Contracts which

vehicles are listed on Schedule 1.1(i). Schedule 1.1(i) and Schedule 1.1(i).2 shall be updated and finalized on the Closing Date.”

3. Schedule 1.1(i).2 is hereby attached hereto and made part of this First Amendment and of the Agreement.

4. Section 9.6 of the Agreement shall be amended to add the following:

(c) If to Purchaser Assignee:

Worldwide Equipment of West Virginia, Inc.
P.O. Box 1370
Prestonburg, KY 41653
Attention: Terry L. Dotson
Email: terry.dotson@thetruckpeople.com

With a copy to:

Keating Muething & Klekamp PLL
Suite 1400
One East Fourth Street
Cincinnati, Ohio 45202
Attention: Michael Moeddel, Esq.
Email: mmoeddell@KMKLAW.com

5. The terms and provisions set forth in this First Amendment shall modify and supersede all inconsistent terms and provisions set forth in the Agreement and, except as expressly modified and superseded by this First Amendment, the terms and provisions of the Agreement are ratified and confirmed and shall continue in full force and effect. A facsimile or electronically transmitted (pdf) signature page shall constitute an original. This First Amendment shall be construed in accordance with the laws of the State of West Virginia.

[Remainder of page intentionally left blank. Signature pages to follow.]

IN WITNESS WHEREOF, the parties have executed this First Amendment to Asset Purchase Agreement and Assignment of Contract as of the date set forth above.

PURCHASER:

WORLDWIDE EQUIPMENT, INC.

By: 

Name: Irvin Dotson

Title: Executive Vice President,
Secretary/Treasurer, Chief Financial Officer

ASSIGNEE:

WORLDWIDE EQUIPMENT OF WEST
VIRGINIA, INC.

By: 

Name: Irvin Dotson


Title: Executive Vice President,
Secretary/Treasurer, Chief Financial Officer

SELLERS:

HERITAGE INTERNATIONAL TRUCKS, INC.

By: 
Name: Gary D. Kale
Title: Chairman and Chief Executive Officer

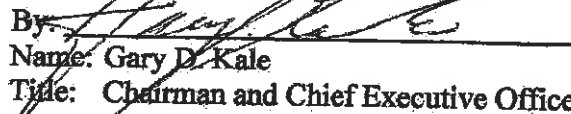
HERITAGE LEASE AND RENTAL, INC.

By: 
Name: Gary D. Kale
Title: Chairman and Chief Executive Officer

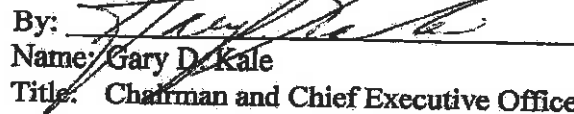
HERITAGE BUS SALES, INC.

By: 
Name: Gary D. Kale
Title: Chairman and Chief Executive Officer

HERITAGE DEVELOPMENT, LLC

By: 
Name: Gary D. Kale
Title: Chairman and Chief Executive Officer

HERITAGE EQUIPMENT, INC.

By: 
Name: Gary D. Kale
Title: Chairman and Chief Executive Officer

[Signature Page to First Amendment to and Assignment of Asset Purchase Agreement]

Schedule 1.1(i).2
Assumed Contracts (Other Contracts)

Vendee	Vendor	Contract ID	Assignee
State of West Virginia, Department of Administration, Purchasing Division	Heritage Bus Sales, Inc.	EDD148130	Worldwide Equipment of West Virginia, Inc.

7000241.2