谈判文件

项目名称：墨西哥城市区生产用车购买项目

采购编号：CZ2026003819

采 购 人：中国南方航空股份有限公司北美营销中心墨西哥城营业部

【2026】年【10】月

目　录

第一章　谈判公告 3
1、项目简介 3
2、供应商资格要求 4
3、谈判文件的获取 4
4、响应文件的递交 4
5、谈判程序终止说明 5
6、联系方式 5
7、澄清、异议、投诉反馈路径 5
第二章　供应商须知 7
1、总则 7
2、谈判文件 8
3、响应文件 9
第三章 评审办法（最低评估价法） 11
1、评审方法 11
2、评审程序 11
3、评审细则表 12
4、评审报告 13
5、合同授予 13
6、成交服务费 ..... **错误！未定义书签。**
第四章　用户需求 15
第五章 合同条款及格式 16

第一章　谈判公告

【中国南方航空股份有限公司北美营销中心墨西哥城营业部】(以下简称“采购人”)现对【墨西哥城市区生产用车购买项目】进行谈判采购。

1、项目简介

1.1 项目名称：【墨西哥城市区生产用车购买】。

1.2 采购编号/包号：【CZ2026003819】。

1.3 项目类别：【服务类】。

1.4 资金来源：企业自筹资金；

1.5 项目内容、数量、限价或预算：（

采购编号（包一）	序号	采购内容	采购数量（单位：【】）	单价限价（单位：【】，人民币）	总价限价（单位：【】，人民币）	备注
	1	【墨西哥城市区生产用车购买】	【1】	【352000】	【352000】	【】
	2					
	…					
合计					【352000】	

注：1、以上均为【含税】价。因国家税务政策变化导致增值税率发生变化时，按新的增值税率执行，协议价=协议签订时的不含税价*(1+新税率)，协议签订时的不含税价＝(协议约定的含税价、价外费用)/(1+协议签订时适用的税率)。

2、本项目采用固定金额采购模式。谈判人必须对全部内容进行报价，**如有缺漏或超过最高限价（单价或总价或折扣）的报价，将导致报价无效。**最高单价限价金额和最高总价限价金额，是用户单位根据 20【26】年实际使用量和 20【26】年核准的预算金额核算所得，最终结算应以具体签署的合同约定为准。

1.6 【交货/服务】地点及【交货期/服务期限】:（根据项目性质保留其一，下同）

序号	【交货/服务】内容	【交货/服务】地点	【交货/服务】期
1	洛杉矶营业部市区生产用车租赁	洛杉矶	【A】自成交通知书发出之日起【1】个月内交货完毕。

1.7 合同期限：自合同生效之日起【永久】年，具体起始时间以双方签署合同内容为准。

1.8 本项目只接受在中国南方航空采购招标网或采购人于本文件中指定的网站下载本谈判文件的供应商提交响应文件。

1.9 本项目提供的产品/服务应符合中国现行各项安全管理相关法律、法规、规章、政策和管理规范等规定及要求。本项目鼓励使用低碳、新能源、节能、环保产品。

2、供应商资格要求

参加本项目报价的供应商必须符合下列要求：

2.5 被列入南航集团“限制交易供应商名单”且仍在限制期内的法人或其他组织不得参与本次谈判。

2.6 被列入南航集团“禁止交易企业名单”的企业，不得参与本次谈判。

2.7 递交文件的供应商之间在本项目过程中登陆平台，下载、递交、解密相应文件等任何一个环节存在 IP 地址异常一致的，或者支付平台服务费、提交各类保证金等付款行为的银行账户一致的，不得通过符合性审查，且采购人有权对供应商涉嫌违规的这些行为按第二章第二节《供应商须知》中第 3.3.5 的规定，以及依据本谈判文件的其他规定和法律法规进一步审查、追究责任。

未通过上述资格要求审查的供应商不具备谈判资格，（谈判小组）评审委员会有权认定其不具备谈判参与资格；任何时候发现供应商提交的相关文件、证明材料或承诺系伪造、变造或捏造的，将取消其成交供应商资格并列入南航集团限制交易供应商名单——视为其已主动放弃自本次谈判采购之日起 3 年内参加南航集团任何采购方式下任何项目的采购活动。

3、谈判文件的获取

3.1 获取谈判文件时间：【2026】年【10】月【23】日至【2026】年【10】月【30】日，具体以“中国南方航空采购招标网”公布的时间为准；请务必在此期间发送邮件至 weixinga@csair.com 获取谈判文件；否则将无法参与本次谈判。当重新采购时，须在重采项目中重新下载采购文件，已缴纳保证金且未退还的无需重复缴纳。

3.2 谈判文件获取途径：发送邮件至 weixinga@csair.com。

4、响应文件的递交

4.1 响应文件递交的截止时间为【2026】年【10】月【30】日【23】时【59】分，具体以“中国南方航空采购招标网”公布的时间为准，供应商应在截止时间前通过发送邮件至 weixinga@csair.com 递交响应文件。

4.2 逾期上传的响应文件，采购人将予以拒收。

5、谈判预案与程序终止说明

5.1 谈判项目第一次公告下载文件的供应商不足 2 家，将发布延期公告，说明延期原因，延期时间不少于 3 个工作日。延期时间截止后，递交响应文件的供应商仍少于 2 家的，可继续完成采购评审。

谈判项目第一次公告下载文件的供应商满足 2 家、递交响应文件的供应商不足 2 家时，将发布延期公告，说明延期原因，延期时间不少于 3 个工作日，同步延期响应文件递交日期。延期时间截止后，递交响应文件的供应商仍少于 2 家的，可继续完成采购评审。

如第一次公告递交响应文件的供应商数量满足 2 家，评审阶段通过符合性审查不足 2 家，可继续进行采购评审。

6、联系方式

6.1 采购人：魏星

地址：Locales Comerciales 6B and 7, Sinaloa No. 31, Colonia Peñón de los Baños, Ciudad de México, Mexico.

联系人及联系电话：魏星，+525541268409

6.3 技术支持客服热线：020-86138881，020-86122152，020-86131709

7、澄清、异议、投诉反馈路径

7.1 如供应商对采购文件有疑问，需采购人进行解释说明的，应按照采购文件第二章 2.2.1 项规定，发送邮件提出疑问。

7.2 如供应商对采购文件有异议的，可在异议有效期内在中国南方航空采购招标网提交异议函。【采购人】在收到异议函 2 个工作日内告知异议人是否受理，【采购人】原则上在受理异议事项后 5 个工作日内完成异议处理，特殊情况除外。

7.3 如【采购人】未在规定期限内答复是否受理的，或异议人对异议处理结果不满意的，或认为本次采购活动违反法律、法规或规章制度的，可在收到异议回复之日起 2 个工作日内或者处理期限届满之日起 2 个工作日内进行实名投诉。

投诉材料唯一受理部门：南航集团采购与供应链管理部监督检查室

投诉地址：广州市白云区齐心路 68 号南航大厦

投诉联系人：徐先生

投诉联系电话：020-86125012

7.4 供应商应按照规定的渠道路径维护自身合法利益，且提出内容和提供的相关证明材

料应真实、客观、来源合法。调查过程中，若发现供应商有意捏造事实、伪造证明材料、以非法途径取得证明材料，或故意诋毁，造成不良影响的，一经查实，将按照采购人相关规定严肃处理；构成违法犯罪的，依法追究法律责任。

阶段	异议有效期时限要求
资格预审阶段	截至“获取资格预审文件时间截止后 24 小时内”提出异议
资格预审结果公示阶段	截至“资格预审结果公示期内”提出异议
采购文件发布阶段	（招标采购项目）截至“获取招标文件时间截止后 48 小时内，或投标截止时间 10 日前（以较晚的期限为准）”提出异议
	（非招标采购项目）截至“获取采购文件时间截止后 24 小时内”提出异议
开标/报价阶段	（现场开标/报价）应当在开标现场提出异议
	（网上开标/报价）应当在开标/报价期间通过中国南方航空采购招标网提出异议
评审结果公示阶段	截至“成交候选人公示期内”提出异议
澄清、异议、投诉具体要求详见谈判文件第六章“响应文件格式”中《澄清/异议/投诉承诺及程序指引》	

第二章　供应商须知

1、总则

1.1 供应商知悉

1.1.1 凡响应本次谈判的供应商均被视为已充分认识和理解了任何与本项目有关的影响事项和困难等情况。

1.1.2 供应商应对所有的采购内容进行报价，不允许只对其中部分内容进行报价，否则视为无效报价。

1.1.3 供应商应保证提交给采购人的响应文件（含有关资料和数据）的合法性、真实性、完整性。

1.1.4 采购人有权拒绝向未成交的供应商解释未成交的理由。

1.2 采购项目的资金来源和落实情况

1.2.1 资金来源及比例：企业自筹资金。

1.2.2 资金落实情况：已落实。

1.3 供应商资格要求

1.3.1 供应商应完全具备承担本采购项目的资质条件、能力和信誉：见谈判公告“供应商资格要求”。如允许货物类项目供应商为代理经销商的，对供应商的资质要求包含对制造商的资质要求。

1.3.2 供应商不得存在违反法律、法规、行政规章或谈判文件中规定的其他情形。

1.4 费用承担

供应商应承担所有与其参加谈判有关的全部费用，不论谈判的结果如何，采购人在任何情况下均无义务和责任承担这些费用。

1.5 保密

参与谈判活动的各方应对谈判文件和响应文件中的商业和技术等信息保密，否则应承担相应的法律责任，赔偿因此引起的一切损失。除法律及采购文件另有规定外，采购人有权对响应文件的评审和比较情况、成交候选供应商的具体推荐情况以及与评审有关的其他情况予以保密。

1.6 语言文字

谈判文件和响应文件使用的语言文字为中文。专用术语使用外文的，应附有中文注释。

1.7 计量单位

所有计量均采用中华人民共和国法定计量单位。

1.8 响应和偏差

1.8.1 谈判文件中，如有需要，可以用符号区分条款的重要性。标注“★”的为重要条款，标注“☆”较重要条款，没作特殊标记的为一般条款。一个“★”号条款不满足或两个“☆”号条款不满足则导致报价无效。

1.8.2 如有需要，用户需求应规定一般条款可以偏差的范围和最高偏差项数的，超出偏差范围和最高偏差项数的报价将被否决。

2、谈判文件

2.1 谈判文件的组成

本谈判文件包括：

（1）谈判公告；

（2）供应商须知；

（3）评审办法；

（4）用户需求；

（5）合同条款及格式；

（6）响应文件格式；

（7）其他资料（如有）。

根据本章第 2.2 款对谈判文件所作的澄清、修改，构成谈判文件的组成部分。

2.2 谈判文件的澄清、修改

2.2.1 供应商应仔细阅读谈判文件的全部内容。如对谈判文件有疑问，可要求采购人予以答疑，答疑形式：在获取谈判文件截止时间前进入中国南方航空采购招标网或采购人指定网站采购项目提问区域，输入疑问内容，同时以书面形式列明所提疑问内容，加盖公章并扫描后上传做为附件。提问截止时间：【2026】年【10】月【30】日【23】时【59】分（具体时间详见中国南方航空采购招标网本项目采购公告）前。疑问答复形式：在中国南方航空采购招标网或采购人指定网站“采购文件澄清”栏目发布。供应商提出的疑问有下列情形之一的，不予受理：

（1）不是参与本采购项目的供应商提出的；

（2）未在获取谈判文件截止时间前提出的；

（3）未加盖单位公章的；

（4）同时针对多个采购项目提出疑问的；

（5）疑问已经处理并答复，在澄清有效期内就同一事项又重新提出疑问的。

2.2.2 根据采购的具体情况，采购人可以对已发出的谈判文件进行必要的澄清或者修改，澄清或者修改的内容可能影响响应文件编制的，采购人可延长响应文件递交截止时间，并将变更时间在中国南方航空采购招标网站通知所有获取谈判文件的供应商。

2.2.3 澄清一经在中国南方航空采购招标网站或采购人指定网站发布，视作已送达所有报名供应商。

2.2.4 除非采购人认为确有必要答复，否则，采购人有权拒绝回复供应商在本章第 2.2.1 项规定的时间后的任何答疑要求。

3、响应文件

3.1 响应文件的组成

3.1.1 响应文件应包括下列内容：商务部分、技术部分、报价部分、最终谈判承诺及二次/最终报价一览表和供应商认为有必要的其他资料。

3.1.2 未要求提交谈判保证金的，响应文件不包括谈判保证金。

3.1.3 供应商在评审过程中做出的符合谈判文件规定的澄清确认，或在谈判过程中做出的承诺构成响应文件的组成部分。

3.2 报价有效期

3.2.1 报价有效期自响应文件递交的截止时间（第一次报价截止时间）起开始生效，并在【30】天内保持有效。报价有效期短于这个规定期限的报价将被视为无效报价。

3.2.2 在报价有效期内，供应商不得撤销响应文件；供应商撤销响应文件的，应承担谈判文件和法律规定的责任。

3.2.3 出现特殊情况需要延长报价有效期的，采购人以书面形式通知所有供应商延长报价有效期。供应商应予以书面答复，同意延长的，应相应延长其谈判保证金或保函的有效期，，但不得要求或被允许修改其响应文件；供应商拒绝延长或未按要求予以书面答复的，其报价失效，但供应商有权收回其谈判保证金。

3.4 资格审查资料（适用于已进行资格预审的情况）

供应商在递交响应文件前，发生可能影响其谈判资格的新情况的，应更新或补充其在报名时提供的资料，以证实其各项资格条件仍能继续满足文件要求，且没有实质性降低。

3.5 响应文件的编制和递交

3.5.1 响应文件应按第六章“响应文件格式”进行编写，如有必要，可以增加附页，作为响应文件的组成部分。

3.5.2 响应文件应当对谈判文件有关供货期、报价有效期、供货要求、采购内容等实质性内容作出响应。响应文件在满足谈判文件实质性要求的基础上，可以提出比谈判文件要求更有利于采购人的承诺。

3.5.3 响应文件应按谈判文件的要求制作成 PDF 版电子响应文件，发送邮件至 weixinga@csair.com，且谈判文件中要求签字盖章处须按要求签字盖章后一并扫描上传（亦即，完整的响应文件应包括：①响应文件 PDF 版；②签字盖章页扫描件）。

第三章　评审办法（最低评估价法）

1、评审方法

本次评审采用最低评估价法。谈判小组（评审委员会）对满足谈判文件实质性要求的响应文件，根据本章规定的评审价格调整方法进行必要的价格调整，并按照经评审的报价由低到高的顺序推荐成交候选供应商，或根据采购人授权直接确定成交供应商，但报价低于其成本的除外。经调整后的价格相等时，按照技术指标优劣顺序排列确定成交候选人顺序。

2、评审程序

2.1 符合性评审

2.1.1 谈判小组将根据评审细则的规定，对各响应文件进行符合性审查。

2.1.2 符合性评审表（见附表）。

2.1.3 响应文件不能通过符合性评审的，不得参与后续的谈判环节和商务技术、价格的评审。

2.2 谈判

2.2.1 谈判小组由采购人代表组成。

2.2.2 谈判小组邀请所有通过符合性审查的供应商参加谈判，以随机抽签的形式对报价供应商进行谈判排序。

2.2.3 谈判小组与供应商分别进行一轮或多轮的谈判。在谈判过程中，谈判小组应当严格遵循保密原则，未经供应商同意不得向任何人透露当事人技术、价格和其他重要信息。

2.2.4 谈判文件的修正：谈判小组调整或修改采购需求内容时，应取得谈判小组的一致同意，并以书面形式通知所有参加谈判的供应商。但任何形式的决定须以符合公平、公正原则和有利于项目的顺利实施为前提。

2.2.5 在谈判过程中，供应商提交的澄清文件和最终响应文件，由供应商法定代表人（分公司则为营业执照记载的负责人）或授权代表签署后生效，供应商应受其约束。因此，该签字人参加谈判时需出示有效的身份证明文件，否则，其签字的澄清文件和最终响应文件无效。

2.2.6 最终谈判承诺和报价：所有作出实质性响应的有效供应商应在规定的时间内集中密封提交最终谈判承诺和报价（最终报价时间视谈判进程由谈判小组决定）。除非在谈判中谈判小组调整或修改采购需求内容，否则采购人不接受高于前面轮次谈判报价的最终报价。若供应商的后次报价高于前次报价，且不接受以其前次报价（低价）成交的，谈判小组有权

拒绝其报价。最终报价内容现场公布。对成交供应商的价格出现明显低于或高于同业同期市场平均价的情形时，谈判小组应当在评审意见中详细说明推荐理由。

2.2.7 最终谈判承诺和报价递交后，如有采购人无法接受的偏离或内容，谈判小组可取消其成交资格。

2.3 价格评审

谈判结束后，谈判小组根据最终报价进行价格评审。本项目以【含税/不含税】报价作为评审依据。

报价有算术错误及其他错误的，谈判小组按以下原则要求供应商对报价进行修正，除下列情形外的错误，均作报价无效处理：

2.5.1 最终报价中的大写金额与小写金额不一致的，以大写金额为准；

2.5.2 对不同文字文本响应文件的解释发生异议的，以中文文本为准。

2.5.3 当单价与数量均符合询价文件要求时，总价金额与单价金额不对应时，则以单价金额为准作为评审价，但单价金额小数点有明显错误的除外；

2.5.4 供应商报价如有缺漏项，可要求供应商澄清，如供应商仍不报价，则视为对谈判文件内容不完全响应，作报价无效处理。

2.5.5 按上述修正错误的原则及方法调整或修正响应文件的报价，调整后的报价对供应商起约束作用。如果供应商不接受修正后的报价，则取消其成交资格。

3、评审细则表

表 1 符合性审查表

序号	审查项目	审查内容
1	**响应文件的有效性**	响应文件要求签字盖章处无法定代表人（分公司则为营业执照记载的负责人）签字和加盖供应商公章或签字者无供应商法定代表人有效委托书的不合格。
2	**供应商的有效性**	供应商是否满足谈判文件“供应商资格要求”。
3	**响应文件的真实性**	响应文件中有虚假资料的不合格。
4	**系统预警**	递交文件的供应商之间在本项目过程中登陆平台，下载、递交、解密响应文件等任何一个环节存在IP地址异常一致且南航采购平台电子系统已经做出预警的，或者支付平台服务费、提交各类保

		证金等付款行为的银行账户一致的不合格。
5	**其他导致报价无效的条款**	谈判文件中列明的其他导致报价无效的条款（**例如：标注“★”、“☆”符号的条款等**）及法律法规列明的其他导致报价无效条款。
6	**结论**	【】（由评委会以记名方式过半数的表决结果决定，在此栏填写“通过”或“不通过”。符合性审查有一项不合格即视为符合性审查不通过。）

说明：符合性审查有一项不合格视为符合性审查不通过。

表 2 商务、技术、价格有效性审查表

序号	审查项目
1	对谈判文件内容有无采购人无法接受的偏离；
2	对同一采购项目是否出现两个或以上的报价，且没有申明哪个有效；
3	报价是否高于限价；
4	报价是否低于企业自身成本；
5	结论

注：1. 此表评审依据是响应文件、最终谈判承诺和最终报价。

2. 凡出现以上任何一项情形，结论均为无效，否则就为有效。

3. 如对本表中某种情形的评审意见不一致时，以评委会过半数成员的意见作为评委会对该情形的认定结论。

4、评审报告

谈判小组按规定推荐成交候选供应商并出具《评审报告》，全体谈判小组成员审核《评审报告》并签名确认。

5、合同授予

5.1 成交候选供应商公示

采购人在中国南方航空采购招标网或采购人指定网站公示拟确定为成交供应商的成交候选供应商，公示期 2 个工作日。供应商自行查看，采购人不再另作通知。

5.2 评审结果异议

供应商或者其他利害关系人对谈判结果有异议的，应当在成交候选供应商公示期间提出。

5.3 成交候选供应商履约能力审查

成交候选供应商的经营、财务状况发生较大变化或存在违法行为，采购人认为可能影响其履约能力的，将在发出成交通知书前提请原谈判小组按照谈判文件规定的标准和方法进行审查确认。同时采购人保留审查响应文件中所提供的所有资料原件的权利，如发现提供虚假资料则作报价无效处理，并且列入限制交易供应商名单。

5.4 成交通知书

公示期结束后，成交供应商应自行登录南航采招网（南航采购平台电子系统）领取《成交通知书》。

5.5 签订合同

5.5.1 采购人和成交供应商应当在成交通知书发出之日起 30 日内，根据谈判文件和成交供应商的响应文件、最终谈判承诺、最终报价订立书面合同。成交供应商无正当理由拒签合同，或在签订合同时向采购人提出附加条件的，采购人有权取消其成交资格，其谈判保证金不予退还；给采购人造成的损失超过谈判保证金数额的，成交供应商还应当对超过部分予以赔偿。

5.5.2 成交供应商放弃成交资格或被取消成交资格的，采购人有权按照评委会推荐的其他成交候选人名单依次确定其他成交候选人为成交供应商，也可以重新谈判或采用其他采购方式确定成交供应商。

第四章　用户需求

1. 向中国南方航空股份有限公司墨西哥城营业部市区提供一部自有车辆；

2. 首付不高于 4000 美元；

3. 每月月供不超过 400 美元；

4. 车型为轿车或 SUV；

5. 4-5 个座位；

6. 车辆排量不小于 2.0L；

7. 带倒车影像。

第五章 合同条款及格式

LAW TPL-UCL-CA-eps-14 12/19

Lease Date: 10/29/2023

LEASE AGREEMENT (WITH ARBITRATION PROVISION)

Lessor Name and Business Address	Lessee Name and Address	Co-Lessee Name and Address
SOUTH BAY MAZDA 20626 HAWTHORNE BLVD TORRANCE, CA 90503	TEST N/A TORRANCE, CA 90503 County: LOS ANGELES	N/A County: N/A

Lessee Billing Address (if different than above)	Vehicle Garaging Address (if different than above)
N/A	N/A County: N/A Principal Driver: (if business use) N/A

In this Lease, "you" and "your" mean the lessee and co-lessee. "We," "us" and "our" mean the Lessor named above, and any assignee of this Lease.

Lessor will assign this Lease and sell the vehicle to TOYOTA MTR CRDT CORP ("Assignee").

The terms, conditions, and disclosures in this Lease govern your Lease with us. Each of you who signs the Lease is jointly and severally liable to us for all Lease obligations. You are leasing the Vehicle described on page 2 (the "Vehicle") from us. You agree to pay all amounts due under the Lease and fulfill all your obligations under the Lease. In this Lease, "e" means an estimate. The Consumer Leasing Act Disclosures shown on page 2 are also terms of this Lease. You are leasing the Vehicle and have no ownership rights in the Vehicle unless you exercise your purchase option.

Monthly Payment Lease: If your payment schedule shows monthly scheduled payments in Item 3A, your Lease is a monthly payment lease.

Single Payment Lease: If your payment schedule shows a single scheduled payment in Item 3B, your Lease is a single payment lease.

Lessor's Right to Cancel. If Lessor is unable to assign this Lease to a financial institution, the provisions of the Lessor's Right to Cancel section on page 5 of this Lease giving the Lessor the right to cancel will apply.

THERE IS NO COOLING OFF PERIOD

California law does not provide for a "cooling off" or other cancellation period for vehicle leases. Therefore, you cannot later cancel this lease simply because you change your mind, decided the vehicle costs too much, or wish you had acquired a different vehicle. You may cancel this lease only with the agreement of the lessor or for legal cause, such as fraud.

GAP LIABILITY NOTICE

In the event of theft or damage to the vehicle that results in a total loss, there may be a GAP between the amount due upon early termination and the proceeds of your insurance settlement and deductible. THIS LEASE PROVIDES THAT YOU ARE LIABLE FOR THE GAP AMOUNT. Optional coverage for the GAP amount may be offered for an additional price.

Rent charge may be negotiable. Lessor may assign this Lease and retain a right to receive a portion of the rent charge.

NOTICE: ALL PAGES OF THIS LEASE CONTAIN IMPORTANT TERMS AND CONDITIONS, INCLUDING AN ARBITRATION PROVISION. THE TERMS AND CONDITIONS ON ALL PAGES ARE PART OF THIS LEASE.

Agreement to Arbitrate: By signing below, you agree that, pursuant to the Arbitration Provision, Item 24, on page 5 of this Lease, you or we may elect to resolve any dispute by neutral, binding arbitration and not by a court action. See the Arbitration Provision for additional information concerning the agreement to arbitrate.

Lessee Signs X _____ Co-Lessee Signs X N/A

N/A

1. The Vehicle

New/Used	Year	Make	Model	Body Style	Vehicle ID #	Odometer	Primary Use
NEW	2024	MAZDA	MAZDA3 HATCHBA	2.5 TURBO PREMI	JM1BPBNY9R1655599	9	Personal, unless otherwise indicated below ☐ business ☐ agricultural

Vehicle Prior Use (as checked): ☐ Demonstrator ☐ Factory Official ☐ Rental ☐ Taxi or Livery

CONSUMER LEASING ACT DISCLOSURES

2. Amount Due at Lease Signing or Delivery

(Itemized in Item 6) $ 1,054.80

3. Scheduled Payments

A. Your first monthly payment of $ 653.80 is due on 10/29/2023, followed by 35 monthly payments of $ 653.80 due on the 28 of each month.

B. Your single payment of $ N/A is due on N/A

C. The Total of your Scheduled Payments is $ 23,536.80

4. Other Charges (not part of your scheduled payment)

A. Disposition fee (if you do not purchase the Vehicle)	$	350.00
B. N/A	$	N/A
C. N/A	$	N/A
D. Total	$	350.00

5. Total of Payments (The amount you will have paid by the end of the Lease) $ 24,287.80 (2 + 3C + 4D − 6A3 − 6A4 − 6A5)

6. Itemization of Amount Due at Lease Signing or Delivery

A. Amount Due at Lease Signing or Delivery:

1. Capitalized cost reduction	$	N/A
2. Taxes on capitalized cost reduction	$	N/A
3. First monthly payment	$	653.80
4. Single scheduled payment	$	N/A
5. Refundable security deposit	$	N/A
6. Lease acquisition fee	$	N/A
7. Vehicle license fees	$	207.00
8. Registration, transfer, and titling fees	$	161.00
9. Sales/use tax	$	N/A
10. Document processing charge (not a governmental fee)	$	N/A
11. Electronic vehicle registration or transfer charge (not a governmental fee)	$	33.00
12. California tire fee	$	N/A
13. N/A	$	N/A
14. N/A	$	N/A
15. Total	$	1,054.80

B. How the Amount Due at Lease Signing or Delivery will be paid:

1. Net trade-in allowance	$	N/A
2. Rebates and noncash credits	$	N/A
3. Amount to be paid in cash	$	1,054.80
4. Other N/A	$	N/A
5. Total	$	1,054.80

7. Your scheduled payment is determined as shown below:

A. Gross capitalized cost. The agreed upon value of the Vehicle ($ 38,290.00) and any items you pay over the Lease term (such as service contracts, insurance, and any outstanding prior credit or lease balance).		$ 40,541.75
B. Capitalized cost reduction. The amount of any net trade-in allowance, rebate, noncash credit, or cash you pay that reduces the gross capitalized cost.	−	$ N/A
C. Adjusted capitalized cost. The amount used in calculating your base scheduled payment.	=	$ 40,541.75
D. Residual value. The value of the Vehicle at the end of the Lease used in calculating your base scheduled payment.	−	$ 19,145.00
E. Depreciation and any amortized amounts. The amount charged for the Vehicle's decline in value through normal use and for other items paid over the Lease term.	=	$ 21,396.75
F. Rent charge. The amount charged in addition to the depreciation and any amortized amounts.	+	$ 0.24
G. Total of base scheduled payments. The depreciation and any amortized amounts plus the rent charge.	=	$ 21,396.99
H. Lease payments. The number of payments in your Lease.	÷	36
I. Base scheduled payment.	=	$ 594.36
J. Sales/use tax (e).	+	$ 59.44
K. Total Scheduled Payment.	=	$ 653.80

Early Termination. You may have to pay a substantial charge if you end this Lease early. The charge may be up to several thousand dollars. The actual charge will depend on when the Lease is terminated. The earlier you end the Lease, the greater this charge is likely to be.

8. Excessive Wear and Use. You may be charged for excessive wear based on our standards for normal use and for mileage in excess of 15,000 miles per year at the rate of $ 0.15 per mile.

9. Purchase Option at End of Lease Term. You have an option to purchase the Vehicle at the end of the Lease term for $ 19,145.00. The purchase option price does not include official fees such as those for taxes, tags, licenses and registration.

10. Other Important Terms. See your Lease documents for additional information on early termination, purchase options, maintenance responsibilities, warranties, late and default charges, insurance, and any security interest, if applicable.

11. Itemization of Gross Capitalized Cost

A. Agreed upon value of the Vehicle as equipped at Lease signing	$	38,290.00
B. Agreed upon value of each accessory and item of optional equipment we agree to add to the Vehicle after Lease signing (describe)		
DOOR GUARD PROTECT	$	495.00
LOJACK	$	895.00
N/A	$	N/A
N/A	$	N/A
C. Vehicle license fees	$	N/A
D. Registration, transfer, and titling fees	$	118.00
E. Lease acquisition fee	$	650.00
F. Sales/use tax	$	N/A

G. Document processing charge (not a governmental fee)	$	85.00
H. Electronic vehicle registration or transfer charge (not a governmental fee)	$	N/A
I. California tire fee	$	8.75
J. Prior Credit or Lease Balance	$	N/A
Optional Products and Services:		
K. N/A	$	N/A
L. N/A	$	N/A
M. N/A	$	N/A
N. N/A	$	N/A
O. N/A	$	N/A
P. Total Gross Capitalized Cost:	$	40,541.75

12. The Trade-In Vehicle

Year N/A Make N/A Model N/A

A. Agreed Upon Value of Trade-In	$	N/A
B. Prior Credit or Lease Balance	− $	N/A
C. Net Trade-In Allowance (If less than 0 then enter 0)	= $	0.00

IF YOU DO NOT MEET YOUR OBLIGATIONS UNDER THIS LEASE, WE MAY RETAKE THE VEHICLE.

13. Official Fees and Taxes. The total amount you will pay for official and license fees, registration, title and taxes over the term of your Lease, whether included in your scheduled monthly payments or assessed otherwise: $ [redacted] (e). The actual total of fees and taxes may be different than this estimate based on changes in the tax or fee rates and the value of the Vehicle when the fee or tax is determined. **This estimate is based on your current address and may increase if you move or if tax rates change. You are responsible for paying any increases.**

14. Late Payments. For any payment not received within 10 days of the date it is due, you will pay a late charge of: 5% OF UNPAID AMOUNT OR $10.

WRECKFINDER IS CAPITALIZED

You will not have to pay a late charge if the only amount that is late is a late charge you owed for an earlier late payment.

15. Returned Payment and Unpaid Fines and Fees. You will also pay a returned payment charge of $ 25.00 for any check, instrument or electronic funds debit that is returned unpaid for any reason. If the law allows it, if you don't pay a fine, penalty, toll, or parking ticket and we elect to pay it, you will reimburse us for the amount paid plus a $ 25.00 Administrative Fee per incident. If the law allows it.

16. Warranties. The Vehicle is subject to the manufacturer's standard warranty, unless this box is checked: ☐

☐ If this box is checked, the Vehicle is subject to the following express warranties:

N/A

N/A

N/A

Warranty papers that are separate from this Lease state any coverage limits.

The law gives you a warranty that the Vehicle conforms to the description in this Lease. **THERE ARE NO OTHER EXPRESS WARRANTIES ON THE VEHICLE.** Except as provided above or prohibited by law, the following two sentences apply:

THE VEHICLE IS BEING LEASED 'AS IS' AND 'WITH ALL FAULTS', AND THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE VEHICLE IS WITH YOU. SHOULD THE VEHICLE PROVE DEFECTIVE FOLLOWING DELIVERY PURSUANT TO THIS LEASE, YOU, NOT THE LESSOR, ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING OR REPAIR.

If the Vehicle is subject to the manufacturer's standard warranty, if we make a written warranty covering the Vehicle or, within 90 days of the Lease Date we enter into a service contract covering the Vehicle, this disclaimer will not affect any implied warranties during the term of the warranty or service contract.

17. OPTIONAL INSURANCE, PRODUCTS, AND SERVICES

You are not required to buy any of the following optional insurance, products, or services to enter into the Lease. The term of any optional insurance, product, or service will be the Lease term, unless a different term is shown below. If you decide you want to purchase insurance or an optional product or service, review the terms of the contract, policy or certificate that describes the insurance, product, or service before you initial below. A completed copy of the contract, policy, or certificate will be given to you as soon as practicable. **By initialing below, you indicate that you want to buy the optional insurance, products, or services indicated. If the cost shown below is not shown as part of the Itemization of Amount Due at Lease Signing or Delivery (Item 8), it has been added to the Gross Capitalized Cost (Item 11).**

Optional Insurance, Product or Service	Term/Coverage	Price	Name of Provider	Approval
N/A	N/A	0.00	N/A	Lessee Initials N/A
N/A	N/A	0.00	N/A	Lessee Initials N/A
N/A	N/A	0.00	N/A	Lessee Initials N/A
N/A	N/A	0.00	N/A	Lessee Initials N/A
N/A	N/A	N/A	N/A	Lessee Initials N/A

18. TYPES AND AMOUNTS OF REQUIRED INSURANCE COVERAGE

You must maintain the following types and minimum amounts of insurance: $ 15,000 per person for bodily injury; $ 30,000 per accident for bodily injury; $ 5,000 per accident for property damage. If the minimum amounts of insurance required by the state in which the vehicle is garaged are higher than amounts stated in this Lease, you agree to maintain insurance that meets the minimum state requirements. You agree to maintain collision, fire, theft, and comprehensive coverage with a maximum deductible of $ 1,000. See Item 23(e) for additional insurance provisions. You confirm that insurance policies that meet the requirements described in this Lease are in force on the date of this Lease.

19. LAST MONTHLY PERIOD AND LEASE TERM

A. The start of the last monthly period for a monthly payment lease is the due date for the last monthly payment. For a single payment lease, the start of the last monthly period is the date that is one month before the scheduled lease end.

B. The scheduled lease term is 36 months.

20. HOW THIS LEASE CAN BE CHANGED

This Lease contains the entire agreement between you and us relating to this Lease. Any change to the Lease must be in writing and both you and we must sign it. No oral changes are binding.

Lessee Signs: X _____

Co-Lessee Signs: X N/A

C. DEFAULT, REPOSSESSION AND OTHER REMEDIES

If any of the following occurs, you will be in default under this Lease: • You do not pay any payment or any amount due under this Lease. • You do not pay any other amount due on time or within 10 days after we ask that you pay it. • You provide any false or misleading information in any Lease application. • You fail to maintain required insurance. • You lose possession of the Vehicle by confiscation, forfeiture or other involuntary transfer whether or not the Vehicle is the subject of judicial or administrative proceedings. • You assign the Lease or transfer the Vehicle without our prior written permission, or sublease the Vehicle. • You start a bankruptcy, receivership, or insolvency proceeding or one is started against you or your property. • You do anything that endangers the Vehicle or your ability to pay your Lease obligations. • You fail to return the Vehicle when required to do so under this Lease. • You fail to meet any other obligation under this Lease. • You do anything the law says is a default.

If you are in default, after providing any notice and waiting any time the law requires, we may do any of the following: • End this Lease early and require you to pay the amount due at early termination. • Take any action we believe is required to protect our interest in the Vehicle (for example buying insurance) and our action will not cure your default. • Add any amounts we spend taking these actions to your Lease obligation and charge rent on the amount added, or at our option, ask you to pay these amounts right away. • If the Vehicle is equipped with electronic tracking technology, use it to find the Vehicle. • Cancel any optional insurance, products, and services included with this Lease and apply any refund to your Lease obligations (you hereby instruct any provider of such insurance, products, and services to pay us any refund or credit due on early cancellation). • Take (repossess) the Vehicle whenever we find it and enter any property where the Vehicle may be to do so. • Sue you for damages or to get the Vehicle back. • Pursue any other remedy the law gives us.

We will exercise our rights without breach of the peace, at reasonable times and places, in a reasonable way, as the law allows. We may use the license plates on the Vehicle to move it to a storage place. After repossessing the Vehicle, we will hold it free of any rights you may have under this Lease, subject to any right the law gives you to cure the default or recover the Vehicle. We may take and store any personal items that are in the Vehicle. If you do not ask for these items back, we may dispose of them as the law allows. Unless you tell us within 60 days of any personal property you claim was in the Vehicle when it was repossessed, we will not be responsible for that property. You will pay our reasonable expenses of taking these actions as the law allows. These expenses may include expenses of taking and storing the Vehicle, attorney's fees, collection costs, and court costs.

D. EARLY TERMINATION; LIABILITY

(a) When the Lease Can End Early. You may terminate (end) the Lease early by returning the Vehicle to us as required under Item 22(f) and paying us your early termination liability (see below) when we ask for it. We may end the lease early if you are in default, the Vehicle is destroyed or damaged beyond repair, stolen or lost, or you die and there is no surviving lessee. If we end the Lease, you must return the Vehicle to the place we designate and pay us the early termination liability (see below) when we ask for it.

You will not be liable for the early termination liability listed in this section if you are deceased prior to the end of the Term. Your estate must still pay any other amounts due under this Lease that arose before you died. Your death will not change the obligation of any living lessee, co-lessee, or guarantor to pay the early termination liability.

(b) Standard Early Termination Liability. Unless the Vehicle is a Total Loss (see Item 22(c)), forfeited, or confiscated subject to Item 22(d), or Item 22(e) applies, we will figure your early termination liability as follows:

Monthly Payment Lease. You will owe the sum of the following: (i) the Remaining Depreciation (see Item 22(c)); minus (ii) the amount, if any, by which the Vehicle's Fair Market Wholesale Value (see Item 22(c)) exceeds the Item 7D Residual Value (the "Surplus"). If there's no Surplus, then you will also owe the lesser of: • the total of an excess wear charge (see Item 22(c)) and an excess mileage charge for any miles in excess of the permitted mileage during the scheduled Lease term at the rate per mile shown in Item 8; or • the amount, if any, by which the Item 7D Residual Value exceeds the Vehicle's Fair Market Wholesale Value. If this total is less than zero, we will not give you a refund or credit.

Single Payment Lease. The base scheduled payment (Item 7I) paid at lease signing prepays the depreciation and any amortized amounts (Item 7E) and the rent charge (Item 7F). We will give you a credit for the amount, if any, by which the Vehicle's Fair Market Wholesale Value (see Item 22(c)) exceeds the Item 7D Residual Value (the "Surplus"), up to the amount of the Remaining Depreciation (see Item 22(c)). We will also give you a credit for the Unearned Rent Charge (see Item 22(c)). If there is no Surplus, then you will also owe the lesser of: • the total of an excess wear charge (see Item 22(c)) and an excess mileage charge for any miles in excess of the permitted mileage during the scheduled Lease term at the rate per mile shown in Item 8; or • the amount, if any, by which the Item 7D Residual Value exceeds the Vehicle's Fair Market Wholesale Value.

In addition to the amounts described above, you will also owe us: (i) any Disposition Fee shown in Item 4; and (ii) any Additional Amounts Due (see Item 22(c)). We will give you any credits due under Item 22(c).

(c) Early Termination Liability Definitions.

Adjusted Lease Balance.

Monthly Payment Lease. The Adjusted Lease Balance equals the difference between: (i) The Item 7C Adjusted Capitalized Cost; and (ii) all depreciation and amortized amounts in the base scheduled payments that have become due. Each Item 7I Base Scheduled Payment consists of • a rent charge portion; and • a portion allocable to depreciation and any amortized amounts. Although the amount of your Item 7I Base Scheduled Payment does not change, different portions of each Base Scheduled Payment are allocated to • rent charge; and • depreciation and any amortized amounts. The portion of a Base Scheduled Payment that is allocated to depreciation and any amortized amounts is equal to the Base Scheduled Payment minus the rent charge for that month. We use the Constant Yield Method to figure the rent charge portion of each Base Scheduled Payment.

Under the "Constant Yield Method," the rent charge for each scheduled period is earned in advance by multiplying the constant rate implicit in this Lease times the Balance Subject to Rent Charge as it declines during the Lease term. At any given time during the Lease term the "Balance Subject to Rent Charge" is the difference between the Item 7C Adjusted Capitalized Cost and the sum of: (i) all depreciation and amortized amounts accrued during the previous periods, and (ii) any Base Scheduled Payment paid at Lease signing or delivery. The scheduled rent charge calculations are based on the assumption that we will receive your scheduled payments on their exact due dates and that the Lease goes to its full term.

Single Payment Lease. The Adjusted Lease Balance at the beginning of the Lease equals (i) The Item 7C Adjusted Capitalized Cost; minus (ii) the Item 7I Base Scheduled Payment. At the beginning of each month, the Adjusted Lease Balance increases by the rent charge for that month. We use the Constant Yield Method to figure the rent charge for each month. Under the "Constant Yield Method" the rent charge for each monthly period is earned in advance by multiplying the constant rate implicit in this Lease times the Balance Subject to Rent Charge as it increases during the Lease term. At any given time during the Lease term, the "Balance Subject to Rent Charge" equals: (i) the Item 7C Adjusted Capitalized Cost; minus (ii) the Item 7I Base Scheduled Payment; plus (iii) all rent charges accrued during previous periods. The rent charge calculations are based on the assumption that the Lease goes to its full term.

Fair Market Wholesale Value. Unless you exercise your independent appraisal right (see below), the Fair Market Wholesale Value of the Vehicle is: • if we elect to retain ownership of the Vehicle for use or to lease to a subsequent lessee, the wholesale value of the Vehicle as specified in the then current issue of the Kelley Blue Book Auto Market Report; or, • under all other circumstances, the higher of (1) the price we receive for the Vehicle at disposition or (2) the amount you and we agree in writing.

Remaining Depreciation.

Monthly Payment Lease. The Remaining Depreciation is the total of the depreciation and amortized amounts in the base scheduled payments that have not yet become due on the date this Lease ends. It is figured as follows: • The Adjusted Lease Balance (see definition on page 2); minus • the Item 7D Residual Value.

Single Payment Lease. The Remaining Depreciation is the total of the depreciation and amortized amounts in the Unused Base Scheduled Payment (see definition below). It is figured as follows: • the Unused Base Scheduled Payment; minus • the Unearned Rent Charge (see definition below).

Unearned Rent Charge (Single Payment Lease Only). The Unearned Rent Charge is the total rent charge in the Unused Base Scheduled Payment. It is figured as follows: • the Item 7D Residual Value; minus • the Adjusted Lease Balance (see definition on page 2).

Unused Base Scheduled Payment (Single Payment Lease Only). The Unused Base Scheduled Payment equals: (i) the Item 7I Base Scheduled Payment; divided by (ii) the number of months in the Lease Term (Item 1BB); times (iii) the number of full months remaining after the date of the early termination until the scheduled lease end.

(d) Your Independent Appraisal Right. To the extent your early termination liability takes into account the value of the Vehicle at termination, you may get a professional appraisal of the Vehicle's fair market wholesale value. If you do so within a reasonable time, we will use the appraised value as the Fair Market Wholesale Value. The appraiser must be an independent third party. You and we must agree on the appraiser. You must pay for any appraisal. The appraisal will be binding.

(e) Early Terminations Treated as Terminations at Scheduled End. We may treat this Lease as if it terminated at the scheduled lease end rather than terminated early, and determine what you owe under Item 22(c) instead of Item 22(b) if you terminated this Lease (i) after the start of the last monthly period (and the Vehicle is not a Total Loss as described in Item 22(a)), (ii) you accept a promotional payment waiver offer from TLT or its designee, or (iii) a dealer authorized by TLT makes all remaining scheduled payments. If we treat this Lease as if it were terminated at scheduled lease end because of Item 22(e)(ii) or Item 22(e)(iii) above, then you and we are agreeing to apply the terms in Item 22(d) and not to apply the terms in Item 22(b) as part of the terms of the promotional payment waiver offer or the dealer's agreement to make all remaining payments. And, if a dealer authorized by TLT agrees to purchase the Vehicle from TLT or another person designated by TLT before the scheduled lease end, then we will treat this Lease as if it ended by you buying the Vehicle pursuant to Item 22(a) and you will owe us the Vehicle purchase price described in Item 22(a) less any amounts we receive from the dealer making the offer and other credits included in the offer.

23. OTHER TERMS AND CONDITIONS

(a) Insurance. For the duration of the Lease term, and until you return the Vehicle, you agree to maintain the amounts and types of primary insurance as indicated in Item 16 on page 3 of this Lease in your name. You may buy the insurance from any insurance company authorized to do business and that is reasonably acceptable to us. You must indicate us or anyone we require as an additional insured and loss payee on your policy. Your policy must state that we will be given at least 30 days' notice of any material coverage change, reduction, or cancellation. If your insurer does not pay a claim for any reason, it will mean that you have not maintained the required insurance. You will pay for any loss we incur because you do not maintain required insurance or because the insurer does not pay a claim. If you fail to obtain and maintain the required insurance, we may, if we choose, buy it for you. We may add the amount we pay for this insurance to your unpaid Lease obligations and charge rent on the amount added, and at our option, ask you to pay it right away. If we decide to buy this insurance, we may either buy insurance that covers your interest and our interest, or buy insurance that covers only our interest, unless the law requires us to buy insurance that also protects your interest. If the Vehicle is damaged, stolen, or destroyed, and money becomes available from insurance, a judgment, a settlement, or the like, we will be entitled to the money. If the Lease ends in connection with our receipt of the money or has already ended at the time we receive it, we will treat any of the money we do not use to repair the Vehicle as part of the price we received for the Vehicle at disposition, unless otherwise provided for in Item 22(b).

NOTICE: PHYSICAL DAMAGE OR LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE TO OTHERS IS NOT INCLUDED IN THIS LEASE.

(b) Total Loss of Vehicle. If the Vehicle is destroyed, damaged beyond repair, stolen, lost, or forfeited or confiscated under governmental authority (a "Total Loss") during the Lease term, we will end the Lease early as described in Item 22(b), and you will owe the amounts described in the following paragraphs of this Item 23(b) instead of the amounts described in Item 22.

You will owe us: (i) the Adjusted Lease Balance (see Item 22(c)); minus (ii) any part of your insurance deductible that you pay us; minus (iii) any settlement we receive from your insurance company; minus (iv) any amount we receive for selling the Vehicle as salvage; plus (v) if the Vehicle is returned to us, the Item 4H Disposition Fee. If the amount we figure in the preceding sentence is less than zero and this is a monthly payment lease, we will not give you a credit for that amount. If this is a single payment lease, we will give you a credit for that amount, up to the amount of the Unused Base Scheduled Payment.

In addition to the amounts described in this Item 23(b), you will also owe us the Additional Amounts Due (see Item 23(c)). We will give you any credits due under Item 23(c).

(c) Standards for Wear and Use. You agree to pay an excess mileage charge as indicated in Item 8 and an excess wear charge, at the early end of this Lease to the extent provided for in Item 22 or at the scheduled lease end. Excess wear is wear beyond the minor wear reasonably expected to result from ordinary use of the Vehicle, assuming you maintain the Vehicle as this Lease requires (Item 23(g)) and use the Vehicle as this Lease permits (Item 23(j)). The excess wear charge will be our actual or estimated cost of repairing any excess wear. (We do not have to make the repairs.) Unless prohibited by applicable law, repairs, including tires, must be made with original equipment manufacturer's parts. These include but are not limited to those necessary to repair or replace: • painting or lettering the Vehicle or modifying its trim; • accessories, equipment, or parts that have been added, removed, damaged or modified (including missing keys or remote entry devices) without our prior written permission; • road damage, chips, scratches, cracks, plugs, tinting, staining, corrosion or damage to the glass, paint, body, bumpers, suspension, engine, powertrain, frame, wheels, floor coverings, seats or any other part of the interior; • mechanical or electrical malfunction, upholstery, interior or truck/rear damage, stains or tears, dented rims or molding, or damage from ashes, sand, or freezing; • inoperable lights; • tires that have sidewall plugs, gouges, cuts or exposed cords or are not part of a matching set of five tires or of unequal quality to the originals (or four with a spare of quality and type as the original); • cuts or more tires with less than 1/8 inch of tread remaining at the shallowest point; • any condition that renders the Vehicle unsafe, incapable of passing any required inspection or makes the Vehicle run noisy, rough or unsafely; and • any other wear beyond normal wear. The failure to adequately maintain or repair the Vehicle may be considered excess wear. You will not owe a charge for excess mileage or excess wear if you purchase the Vehicle.

(d) Security Deposit. If you paid a security deposit this paragraph applies. Unless required by law, we do not keep the security deposit separate in a bank or earmarked on our books. We may apply some or all of the security deposit to any amounts you owe under this Lease, or, if you exercise your purchase option, to the price of the Vehicle. Any unused security deposit will be returned to you at the end of the Lease. We have no fiduciary duty to you with respect to the security deposit unless such duty is imposed by law. No interest, increase, or profit on the security deposit will accrue or be paid to you.

(e) Option to Purchase Vehicle. You have the option to buy the Vehicle at any time from a party designated by us. If you do, you agree to re-register and re-title the Vehicle in your name no later than 30 days from the time you purchase it. If you fail to do so, we reserve the right to cancel the registration. Before the scheduled lease end, the price will be the Adjusted Lease Balance (see Item 22(c)), plus the Item 8 Purchase Price, minus the Item 7D Residual Value. At the scheduled lease end, the price will be the Item 8 Purchase Price. At either time, you must also pay the Additional Amounts Due and we will apply the Additional Credits to the amount you owe (see Item 23(c)). Under this Lease, you will only be considered to have purchased the Vehicle if we assign the Vehicle's title directly to you.

(f) Return of the Vehicle. If you do not exercise your purchase option, you will return the Vehicle to us at a place we designate when this Lease ends. You agree to make the Vehicle available for inspection at our request. When you return the Vehicle, you must give us a completed, signed odometer disclosure statement. If you keep the Vehicle after the scheduled lease end, unless you return it within any grace period we offer, you will pay us at the beginning of each month for any part of a month you keep the Vehicle, an amount equal to:

- For a monthly payment lease, the Item 7K Total Scheduled Payment.
- For a single payment lease, the Item 7K Total Scheduled Payment divided by the number of months in the Lease Term (Item 1BB).

Your payment does not permit you to keep the Vehicle unless you get our permission in advance. We may report the Vehicle as stolen if you fail to return the Vehicle within 72 hours of the Scheduled Lease End (Item 1B), or if we gave you written permission before the scheduled end date to keep it longer, and you fail to return it within 72 hours of when that permission ends. You must provide a method to contact you for us to use if you fail to return the Vehicle within the 72 hours.

(g) Maintenance. You will maintain the Vehicle in good working order and repair. You will pay all operating costs, such as gasoline, oil, and replacement tires. You will, at your expense, service the Vehicle according to the owner's manual maintenance schedule. If the Vehicle is recalled, you will have the recall repairs or service performed. Unless prohibited by applicable law, you will use original equipment manufacturer's parts in the maintenance and service of the Vehicle. We may but are not required to provide you with a replacement vehicle for any reason. You will maintain and keep in the Vehicle a record of all maintenance performed on the Vehicle. This maintenance record will be available to us at any time, and will be provided to us at the end of the Lease.

(h) Registration, Parking Tickets, Tolls and Taxes. You must keep the Vehicle currently registered. You must pay all parking tickets, tolls and traffic fines relating to the Vehicle. If you do not pay such tickets, tolls and fines, we may do so for you, and you will pay us upon demand. We may add the amount to what you owe us if you do not pay us when we make demand. You must pay when due or reimburse us if **we pay for you, all government charges, fees and taxes whether assessed on you**, us, or the Vehicle. You will not have to pay our income taxes. If you do not pay the charges, fees and taxes, and interest or penalties are assessed (unless the interest or penalties are a result of our negligence), you must pay the interest or penalties when due or reimburse us if we pay them. **You must pay personal property taxes, ad valorem, sales, use or similar taxes assessed on the Vehicle, whether such fees or taxes are billed during or after the Lease term, and whether you are billed for them by the government or whether we pay them and bill you for them or include the amount of such taxes as part of your scheduled payment.** We may change your scheduled payment if taxes change. If you don't pay a fine, penalty, toll or parking ticket and we elect to pay it, you will reimburse us for the amount paid plus the Item 10 Administrative Fee.

(i) Use of the Vehicle. You will keep the Vehicle free from any liens or claims. You have the risk of loss, and are responsible for the Vehicle's damage or destruction. You will not: • Use the Vehicle illegally, improperly such as for towing that exceeds the manufacturer's towing recommendations, or for hire, such as for providing taxi services or for business purpose ridesharing; • Without our prior written consent, alter or install equipment that makes the Vehicle unsafe or unlawful to operate; • Use the Vehicle in a manner that your insurance policy prohibits or in a way that produces unusually high depreciation; • Allow unlicensed drivers to drive the Vehicle; • Use the Vehicle for more than 30 days outside the state where you originally registered the Vehicle without prior written notice to us and our prior written consent; • Take the Vehicle out of the United States without our prior written consent; • Change the Vehicle without our prior written consent. You will not let anyone else do any of these things.

(j) Indemnification. We are not responsible for any injuries, damages, expenses or claims, including claims for attorney fees or under the strict liability doctrine, caused by the maintenance, condition, or operation or use of the Vehicle. You agree to indemnify and hold us (and our assignees, successors, agents, and insurers) harmless for all such injuries, damages, expenses and claims.

(k) Assignment of Returned Premiums and Other Amounts. You assign to us any unearned returned premiums or charges on other amounts relating to insurance or any optional product or service sold in connection with this Lease and returned or paid to us. We will use these amounts to reduce amounts you owe under the Lease. You will earn no interest, increase, or profit with respect to such property.

(l) Your Odometer Obligations. You will maintain the odometer of the Vehicle so that it always reflects the Vehicle's actual mileage. If the odometer is at any time inoperable, you will provide us with reasonable evidence of the Vehicle's actual mileage. If you are unable to do so, you will pay us our reasonable estimate of any reduction of the Vehicle's fair market value caused by the inability to determine the Vehicle's actual mileage. You will provide us with an odometer certification at any time we request one. We may request more than one certification during the term of this Lease.

Important Note: Federal law requires you to tell us the Vehicle's mileage in connection with a transfer of Vehicle ownership. You may be fined and/or imprisoned if you do not complete the disclosure or if you make a false statement.

(m) Assignment and Transfer of the Vehicle. You may not assign the Lease or transfer the Vehicle without our prior written permission. We may assign all of our rights under this Lease. Any person to whom this Lease is assigned may reassign it. Any sale and assignment by us will not be considered to change materially your duties, burden, or risk under this Lease.

(n) Ownership. We are the sole owners of the Vehicle including original accessories and any installed after the Lease begins. This is a true lease for tax and other purposes and we receive all benefits of ownership. We have not given you any information or advice regarding possible tax consequences under this Lease.

(o) Inspection. Upon reasonable notice to you, at any reasonable place and time we choose we may inspect the Vehicle and you agree to cooperate with such inspection.

(p) Waiver. We may delay or refrain from enforcing any of our rights under this Lease without losing them.

(q) Giving Notice. Notices may be given personally or sent by first class mail. Notices mailed to us must be sent to the address shown in the Lease or as we otherwise direct from time to time. Notices shall be deemed given to us when they are personally given or actually received at our address. Notices shall be deemed given to you when they are personally given or when placed in the mail, addressed to you at your address then shown on our records, even though you might not actually receive our mailed notice. You agree that 10 days' notice is a reasonable notice period, unless state law requires a longer period, in which case you agree that the state-required period is reasonable.

(r) Servicing and Collection Contacts. You agree that we as well as any third party calling on our behalf and any assignee may try to contact you in writing, by e-mail, or using prerecorded/artificial voice messages, text messages, and automatic telephone dialing systems, as the law allows. You also agree that we as well as any third party calling on our behalf and any assignee may try to contact you in these and other ways at any address or telephone number you provide us, even if the telephone number is a cell phone number or the contact results in a charge to you. You agree to provide us with current contact information.

(a) **Additional Amounts Due and Additional Credits.** Regardless of how this Lease ends, you will owe us the following amounts: • Any official fees and taxes related to the termination. • Any other amounts due under this Lease, including any unpaid late charges, unpaid monthly payments that have become due, or other amounts due because you failed to meet your obligations under this Lease ("Additional Amounts Due"). If this Lease ends early, we may cancel any optional insurance, maintenance, service, or other contracts included in this Lease or claim benefits under them to reduce what you owe or repair the Vehicle ("Additional Credits").

(b) **Liability Upon Termination at Scheduled Lease End or Termination Treated as at Scheduled Lease End.** Upon return of the Vehicle, you will pay us the total of the following amounts: • the Item 4A Disposition Fee, • an excess mileage charge for any miles in excess of the permitted mileage during the scheduled Lease term at the rate per mile shown in Item 6, • any excess wear charge (Item 23(c)), • any amounts due under Item 23(f) because you failed to return the Vehicle on time, • the Additional Amounts Due (see Item 23(a)). We will apply the Additional Credits to the amount you owe (see Item 23(a)). If Item 20(a) applies, you also will pay any portion of any remaining scheduled payments required under Item 20(a).

(c) **Settlement of Insurance Claims.** If there is any damage or loss to the Vehicle, you agree that we or our agent may settle any insurance claim or sign your name on any title or registration or on any check or draft we receive for that Vehicle damage or loss.

(d) **Jury Trial Waiver. In the event of litigation, concerning any claim or dispute, whether in contract, tort, or otherwise, you and we each agree to waive any right you and we may have to a jury trial as the law allows.**

(e) **Payoff Agreement.** Original lessor relies on information from you and/or the lienholder or lessor of your trade-in vehicle to arrive at the payoff amount shown in Item 12B on page 2 of this Lease as the "Prior Credit or Lease Balance." Original lessor agrees to pay the payoff amount shown in Item 12B to the lienholder or lessor of the trade-in vehicle, or its designee. If the actual payoff amount is more than the amount shown in Item 12B, you must pay the original lessor the excess on demand. If the actual payoff amount is less than the amount shown in Item 12B, original lessor will refund the difference to you. Any assignee of this Lease will not be obligated to pay the Prior Credit or Lease Balance shown in Item 12B, or any refund due from the original lessor.

(f) **Address Waiver. You waive the provisions of California Vehicle Code Section 1808.21 and authorize us to obtain your residence address from the California Department of Motor Vehicles.**

(g) **Right to Cancel.** Original lessor agrees to deliver the Vehicle to you on the date this Lease is signed by original lessor and you. You understand that it may take a few days for original lessor to verify your credit and assign the Lease.

Lessee's Right to Cancel. You have the right to return the vehicle, and receive a refund of any payments made if the credit application is not approved, unless nonapproval results from an incomplete application or from incorrect information provided by you.

Lessor's Right to Cancel. Original lessor may cancel this Lease if (1) nonapproval results from an incomplete information provided by you, or (2) for any other reason if original lessor is unable to assign the Lease to any one of the financial institutions with whom original lessor regularly does business under an assignment acceptable to original lessor. Original lessor must give you written notice (or in any other manner in which actual notice is given to you) within 10 days of the date this Lease is signed if original lessor elects to cancel. Upon receipt of such notice, you must immediately return the Vehicle to original lessor in the same condition as when delivered to you, reasonable wear and tear excepted. Original lessor must give back to you all consideration received by original lessor, including any trade-in vehicle.

If you do not immediately return the Vehicle, you will be liable for all expenses incurred by original lessor in taking the Vehicle from you, including reasonable attorney's fees. While the Vehicle is in your possession, all terms of the Lease, including those relating to use of the Vehicle and insurance for the Vehicle, will be in full force and you assume all risk of loss or damage to the Vehicle. You must pay all reasonable costs of repair of any damage to the Vehicle, until the Vehicle is returned to original lessor.

(i) **General.** If any part of this Lease is invalid, unenforceable or illegal in any jurisdiction, the part that is invalid, unenforceable or illegal will not be effective as to that jurisdiction. The rest of the Lease will be enforceable. This Lease is our entire agreement. We have made no promises to you not contained in this Lease. If any part of this Lease is found by a court or other dispute resolution body to be void or unenforceable, this Lease is to be read as if that part were never contained in this Lease.

24. ARBITRATION PROVISION

ARBITRATION PROVISION

PLEASE REVIEW - IMPORTANT - AFFECTS YOUR LEGAL RIGHTS

1. **EITHER YOU OR WE MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN US DECIDED BY ARBITRATION AND NOT IN COURT OR BY JURY TRIAL.**
2. **IF A DISPUTE IS ARBITRATED, YOU WILL GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.**
3. **DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.**

You agree that any claims arising from or relating to this Lease or related agreements or relationships, including the validity, enforceability, arbitrability or scope of this Provision, at your or our election, are subject to arbitration. This includes, without limitation, claims in contract, tort, pursuant to statute, regulation, ordinance or in equity or otherwise, and claims asserted by us against you and by you against us, any assignee and/or any of our or any assignees affiliates and/or any of our or any assignees employees, officers, successors, assigns or against any third party providing any product or service in connection with this Lease. Any arbitration shall be administered by either JAMS (its rules may be obtained at any of its many offices nationwide or online at [illegible]), or any arbitration provider that either party may choose subject to the other's approval, which may not be unreasonably withheld. The applicable rules of the selected arbitration provider shall govern, except that in the event of any inconsistency between those rules and this Provision, this Provision shall prevail. Such claims shall be resolved in accordance with (i) the Federal Arbitration Act (the "FAA"), (ii) the selected arbitration provider's rules and procedures in effect at the time the claim is filed, and, (iii) this Provision. Any arbitration hearing at which you appear shall be conducted at a location that is reasonably convenient to where you live. The Arbitrator shall apply applicable substantive law consistent with the FAA (and not any state law concerning arbitration) and shall award such remedies, if any, that would be available in court if arbitration had not been elected. If you cannot afford to pay and cannot obtain a waiver of the fees charged by the Arbitrator or if you believe that such fees are or will be prohibitively expensive or excessive, we and any assignee will entertain in good faith any reasonable written request by you for us and any assignee to pay or reimburse you for all or part of such fees. **We, any assignee and you are prohibited from participating in any type of representative action, including a class action or private attorney general action. We, any assignee and you are also prohibited from seeking any relief on a representative or class basis.** However, if You are a California resident and it is determined You have a right to a public injunction notwithstanding this class action waiver, You may pursue such relief in arbitration. You will not be subject to this Provision for any individual claim brought by you in small claims court or your state's equivalent court, unless such claim is transferred, removed or appealed to a different court. IF ANY PARTY ELECTS ARBITRATION WITH RESPECT TO A CLAIM, NEITHER YOU NOR WE NOR ANY ASSIGNEE WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR TO HAVE A JURY TRIAL ON THAT CLAIM. THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING EXCEPT AS MAY BE PROVIDED IN THE FAA. This Provision will survive your full payment of this Lease, our sale or transfer of this Lease, any repossession of the Vehicle, and your (or our) bankruptcy.

Opt-Out: If you would like to opt out of arbitration, you may send us a written notice of opt out. The notice of opt out must provide your name, a description of the leased vehicle, including vehicle identification number (VIN), and a statement that you want to opt out of the arbitration provision. The written notice must be postmarked within 15 days of the date of this Lease and sent to P.O. Box 9786, Cedar Rapids, IA 52409-9786.

25. LESSOR'S ASSIGNMENT

Pursuant to the terms of that certain agreement between Lessor and the Assignee for the assignment of leases by Lessor to Assignee from time to time, Lessor hereby assigns all right, title and interest in the Lease and the Vehicle and rights the Lessor may have under any guaranty executed in connection with the Lease, with full powers to Assignee to collect and discharge all obligations, any guaranty and this assignment.

(1) Do not sign this Lease before you read it or if it contains any blank spaces to be filled in; (2) You are entitled to a completely filled in copy of this Lease; (3) Warning — Unless a charge is included in this Lease for public liability or property damage insurance, payment for that coverage is not provided by this Lease.

YOU AGREE TO THE TERMS OF THIS LEASE. YOU ACKNOWLEDGE YOU HAVE EXAMINED THE VEHICLE, THAT THE VEHICLE IS EQUIPPED AS YOU WANT, AND THAT IT IS IN GOOD CONDITION. YOU ACCEPT THE VEHICLE FOR ALL PURPOSES OF THE LEASE. YOU UNDERSTAND THAT YOU HAVE NO OWNERSHIP RIGHTS IN THE VEHICLE UNLESS YOU EXERCISE YOUR OPTION TO PURCHASE THE VEHICLE. YOU CONFIRM THAT BEFORE YOU SIGNED THIS LEASE, WE GAVE IT TO YOU, AND YOU WERE FREE TO TAKE IT AND REVIEW IT. YOU ACKNOWLEDGE THAT YOU READ ALL PAGES OF THIS LEASE, INCLUDING THE ARBITRATION PROVISION ABOVE (ITEM 24), BEFORE SIGNING BELOW. YOU CONFIRM THAT YOU RECEIVED A COMPLETELY FILLED-IN COPY WHEN YOU SIGNED THIS LEASE.

LESSEE SIGNATURES

Lessee Signature N/A **Date** N/A	**Co-Lessee Signature** N/A **Date** N/A
Type/Print Lessee Name N/A	Type/Print Co-Lessee Name N/A
Commercial Lessee TEST **Date** 10/26/2023 **By** N/A	
Type/Print Name	Type/Print Title N/A

GUARANTY: To induce us to lease the Vehicle to Lessee, each person who signs as a Guarantor individually guarantees the payment of this Lease. If Lessee fails to pay any money owing on this Lease, each Guarantor must pay it when asked. Each Guarantor will be liable for the total amount owing even if other persons also sign as Guarantor, and even if Lessee has a complete defense to Guarantor's demand for reimbursement. Each Guarantor agrees to be liable even if we do one or more of the following: (1) give the Lessee more time to pay one or more payments; (2) give a full or partial release to any other Guarantor; (3) accept less from the Lessee than the total amount owing; or (4) otherwise reach a settlement relating to this Lease or extend the Lease. Each Guarantor acknowledges receipt of a completed copy of this Lease and guaranty at the time of signing.

To the extent permitted by applicable law, Guarantor waives notice of acceptance of this Guaranty, notice of the Lessee's non-payment, non-performance, and default, and notices of the amount owing at any time, and of any demands upon the Lessee.

Guarantor Signature X N/A **Date** N/A **Type/Print Guarantor Name** N/A

Guarantor Address N/A

LESSOR'S ACCEPTANCE

The Lessor's authorized signature indicates the Lessor has accepted the terms, conditions and obligations of this Lease.

Lessor Name: SOUTH BAY MAZDA	By:
	Type/Print Name: HOUSE F&I MANAGER
Assignee Name: TOYOTA MTR CRDT CORP	Type/Print Title: FINANCE MANAGER

Lessee Initials X _____ Co-Lessee Initials X N/A

注：最终合同条款及格式以实际签约版本为准。