

TOYOTA MOTOR
NORTH AMERICA

Toyota Division

Fleet Sales

2023 Toyota National Rental Programs

Risk / Repurchase

TABLE OF CONTENTS

PROGRAM TYPES:.....	3-5
ELIGIBLE MODELS	3-5
VOLUME AND MODEL MIX REQUIREMENTS	5
PROGRAM TIMETABLE	6
DEPRECIATION RATES	6
REPURCHASE SETTLEMENT CALCULATION	7
GENERAL ELIGIBILITY	7
DISCLAIMER	7
TERMINATION.....	7-8
AUDIT AGREEMENT	8
REPURCHASE PROGRAM GENERAL POLICIES	8-10
IN-SERVICE AND OUT-OF-SERVICE DATES	10
VEHICLE TURNBACK NOTIFICATION PROCEDURES	11-13
GENERAL TURNBACK PROCEDURES	12
VEHICLE TURNBACK POLICY STATEMENT	13-14
VEHICLE TURNBACK STANDARDS	14-17
GENERAL	16-18
TOYOTA MOTOR NORTH AMERICA Responsibilities	17-18
TOYOTA FINANCIAL SERVICES Responsibilities	17-18
QUALIFIED ACCOUNT Responsibilities.....	17-18
VEHICLE SPECIFICATIONS / ENROLLMENT / REFERENCE MATERIALS.....	19-32

PROGRAM TYPE:

NATIONAL RISK – Program Year Sept 1, 2022 through August 31, 2023 deliveries.

NATIONAL RISK PROGRAM HIGHLIGHTS / CHANGES:

Limited availability across core series as indicated below.

ELIGIBLE MODELS / RISK INCENTIVES:

SERIES	RISK INCENTIVE	FIRST ORDER MONTH / COMMENTS
4RUNNER	\$0	June 2022 for October Delivery / Carryover /
CAMRY	\$500	May 2022 for September Delivery / Carryover
COROLLA	\$400	July 2022 for November Delivery / Carryover
COROLLA HYBRID	\$0	July 2022 for November Delivery / Carryover
COROLLA CROSS	\$0	August 2022 for December Delivery / Carryover
HIGHLANDER	\$600	July 2022 for November Delivery / Carryover
PRIUS	\$300	October 2022 for February 2023 Delivery / Carryover
RAV4	\$400	August 2022 for December Delivery / Carryover
SIENNA	\$0	June 2022 for October Delivery / Carryover
TACOMA	\$200	June 2022 for October Delivery / Carryover
TUNDRA	\$0	June 2022 for October Delivery / Carryover

Minimum in service requirement for Risk vehicles is 6 months or 12,000 miles, whichever occurs first.

Production availability is limited. 2023 model year rental fleet production must be requested via submission of delivery request matrix by May 6, 2022.

PROGRAM TYPE:

NATIONAL REPURCHASE - Program Year Sept 1, 2022 through August 31, 2023

NATIONAL REPURCHASE PROGRAM HIGHLIGHTS / CHANGES:

- Toyota sponsored auction return facilities have changed from prior year and are listed on page 23.
- 2023 model year rental fleet production must be requested and accepted by Toyota Motor North America (TMNA) via submission of delivery request matrix by May 14, 2022.
- Rental operators that elect to participate in the repurchase program must order a minimum 50% mix of risk units unless otherwise approved in writing by TMNA. This only applies to accounts with a total program year buy of 300 or more units.
- 25,000 “free mileage” allowance with maximum mileage of 33,000 applies to all vehicles.
- Windshields requiring replacement will be assessed a charge of \$1,000 commensurate with increased costs (glass sensors, etc.). All windshield replacements must be to OEM specifications (sensors for pre-collision systems, dynamic radar cruise, etc.).
- Vehicles returned without clear title and signed condition reports will be removed by auction from Toyota inventory and placed into RAC / risk inventory after 30 days from auction arrival date.
- “Temporary rejects” have been eliminated. Any tire, glass replacements or other repairs must be made before tendering a vehicle to auction or auction submission of a condition report to TMNA.
- No more than 20% of an operator’s total 2023 model year repurchase buy can be returned in any given month (accounts with 100+ repurchase units only).
- No more than 10% of an operator’s total 2023 model year repurchase buy can be returned in December. (accounts with 100+ repurchase units only).
- Four models will be available for repurchase in 2023: Camry, Corolla, RAV4, and Sienna.
- Deductible damage allowance remains \$700.
- Total damage allowance remains \$3,000 for 2023. Units will be evaluated for repaired damage and will qualify if Toyota estimates that there is less than \$3,000 of repaired damage.
- All condition reports must be signed by the rental company regardless of damages being under or over the chargeable / deductible levels to determine out of service dates. Once vehicles are repurchased no subsequent adjustments will be made on out of service dates or any other conditions noted on the original condition report.
- No Repurchase units can be knowingly rented for ride-sharing use (Uber, Lyft, etc.). Rental operators that offer ride-share drivers a special rate cannot offer Toyota vehicles in conjunction with such programs. Repurchase vehicles determined to be utilized for Rideshare purposes will be permanently rejected from repurchase consideration.
- Administrative fee remains \$20 per unit on all risk and repurchase vehicles (applied to invoice)
- All program attachments and data can be found on www.fleet.toyota.com (e.g. TLS Transportation Claim info, Enrollment Formulas, Contact info etc.).
- Minimum hold period remains at 12,000 miles, or six months (183 days) in service.

- TRS (Toyota Remarketing Services) continues to offer remarketing of risk units at TFS Auctions for a nominal fee of \$225.
- Repurchase vehicles may be eligible for use in Alaska with prior approval, however, must be returned at a designated Toyota return location in the lower 48 states.
- Missing keys and remote keyless entry fobs will be assessed a charge of \$350 each.
- Early returns are still accommodated through program parameters: Vehicles returned early may be accepted, however, will be repurchased at the minimum in service days as contracted.
- All repurchase vehicles must be rented as “non-smoking”.
- Vehicle purchases may only be consummated through original Dealer listed on the Delivery Request Matrix. Units not bought as originally requested will be reallocated as TMNA determines.
- Operators only need to enroll for TMNA National Rental programs once. The operator accepts the Toyota program rules and stipulations upon order placement of vehicles. Please update your enrollment form if you have a change in finance sources.
- Refusal of carrier delivery – Toyota reserves the right to charge up to the current DPH fee for any vehicle that is refused delivery by the drop ship location during the agreed upon delivery hours. If a specific location has no space for new car deliveries, they must provide Toyota 14-day notice prior to the requested delivery window. 14 day notice will be waived during any Force Majeure Event

ELIGIBLE PROGRAM PARTICIPANTS

Participation in the Program is available to daily rent a car companies meeting TMNA financial qualification criteria (“Qualified Accounts”).

ELIGIBLE MODELS

- Specific models, equipment, and colors are listed in attachments (“Program Vehicles”).
- Program Vehicles eligible for repurchase by TMNA must be ordered from production (vehicles sourced from Region/Distributor/Dealer Stock are ineligible).
- Post Production Options (PPO) other than those defined as required (except floor mats and/or license plate frame) are **not** eligible for the 2023 Daily Rental Repurchase Program (the “Program”) for purposes of calculating the repurchase settlement amount as defined below.

VOLUME AND MODEL MIX REQUIREMENTS

TMNA reserves the right to revise orders to achieve model/color mix objectives with mutual consent from the qualified account. Models and target mix percentages for the 2023 Program are as follows (see complete vehicle specifications in attachments). Operators may elect to not return for repurchase up to 50% of their total model year buy however no risk incentive will be applicable.

MODEL		ENGINE	GRADE	ADDITIONAL COMMENTS
2023 Corolla	1852	4 cyl	LE	Carryover Model
2023 Camry	2532	4 cyl	LE	Carryover Model
2023 RAV4	4440 / 4442	4 cyl	XLE	Carryover Model
2023 Sienna	5304	4 cyl Hybrid	LE	Carryover Model

NOTES

Target model and trim mix percentages are provided as a guideline for vehicles ordered throughout the course of the model year and may not necessarily apply to small order quantities.

The 2023 program year, (sometimes referred to as “PY”) commences on September 1, 2022 and ends on August 31, 2023 (the “Program Year”). Model year (MY) 2023 vehicles delivered prior to or after the end of the Program year will be paid 2023PY incentives, unless excluded by TMNA through an amendment to this agreement.

PROGRAM TIMETABLE

May 2, 2022	Program Announcement Date
May 20, 2022	2023 Delivery Request Matrix due for allocation consideration
September 1, 2022	The 2023 Repurchase Program applies to all MY23 vehicles in service on or after Sept 1, 2022
August 31, 2023	Final in-service date

REPURCHASE PROGRAM DETAILS

REPURCHASE PROGRAM PARAMETERS

Depreciation

<u>Series</u>		<u>Monthly</u>
2023 Camry (LE)		\$425
2023 Corolla (LE)		\$385
2023 RAV4 (XLE)		\$470
2023 Sienna (LE)		\$550

Minimum in-service time 6 Months (183 Days)
 Maximum in-service time 18 Months (549 Days)

<u>Mileage</u>	<u>Assessment</u>
0-25,000	\$0.00
25,000 - 30,000	\$0.40
30,001 - 33,000	\$0.60
33,001 +	Ineligible

Deductible: \$700

REPURCHASE SETTLEMENT CALCULATION

Toyota will repurchase an eligible vehicle tendered by the Qualified Account for the “**repurchase settlement amount**”, which is calculated as follows:

Toyota Dealer Invoice	\$ xxx.xx
Less: Fleet Administration Fee	\$ xxx.xx
= Total vehicle capitalized cost	\$ xxx.xx
Less: Depreciation based on days in service	\$ xxx.xx
Applicable mileage/depreciation penalties	\$ xxx.xx
Required repairs in excess of \$700	\$ xxx.xx
Any return special fee/rebate	\$ xxx.xx
Any other specific chargeable item detailed in The General Turn-back Procedures	<u>\$ xxx.xx</u>
= Total repurchase settlement amount	<u>\$ xxx.xx</u>

NOTES:

- All repurchase payments are conditional and subject to “chargeback” if vehicle is later designated ineligible in accordance with the terms and conditions of the Program Policies and Guidelines (the “Program Guidelines”).
- Vehicle Finance Reserve and Vehicle Holdback are not applicable on repurchase of Program Vehicles.

GENERAL ELIGIBILITY

All Qualified Accounts participating in the 2023 Toyota Daily Rental Repurchase Program (the “Program”) must take title of all Program Vehicles in their own name. Ownership shall be evidenced by the Qualified Account being listed as owner in due course on the title document.

No Program Vehicles may be transferred to a location in Hawaii at any time. Such action renders all involved Program Vehicles ineligible for repurchase. Program Vehicles are allowed in Alaska but must be returned to an eligible auction/ramp in lower 48 states.

DISCLAIMER

Toyota accepts no responsibility or liability for vehicle orders which cannot be filled as a result of consequences beyond its control, such as unexpected production interruption by the manufacturer (TMC, TMMI, TMMK, TMMMS, and TMMTX) or force majeure. In addition, there may be situations in which supplies are limited. In such cases, Toyota will notify the Qualified Account/dealer/distributor at the time it accepts an order that there may be a production limitation or limited availability, which could affect the order and/or requested delivery date.

TERMINATION

Toyota reserves the right to revise, revoke or terminate the Program, including the Program Guidelines at any time, with written notification to Qualified Accounts. Program Vehicles previously delivered to the Qualified Account as of the date the Program is revised, revoked or

terminated shall continue to be covered by the Program Guidelines and other terms and conditions in effect prior to the date of such revision, revocation or termination.

In the event of any material breach or default of Qualified Account in compliance with the Program Guidelines, including but without limitation, tendering Ineligible Vehicles for repurchase or failure to pay any amounts validly due to Toyota under the Program, Toyota reserves the right to terminate that Qualified Account's participation in the Program at any time, upon 30-days prior written notice to the Qualified Account, which notice shall specify the nature of the breach or default. Upon the expiration of the notice period, Toyota, at its discretion, may terminate Qualified Account's participation in the Program if any material deficiencies remain uncured. If the violations specified in the aforementioned notice are not cured within such 30-day notice period, Toyota may immediately terminate the Qualified Account's participation in the Program and the Qualified Account will forfeit its Toyota Fleet Identification Number. In addition, the Qualified Account will no longer be eligible to order Toyota vehicles under any other program offered by Toyota for the subject model year.

Any failure by Toyota (TMNA) to insist upon strict compliance with the Program Guidelines or other terms and conditions of the Program, or to exercise any right or remedy, shall not be considered a waiver of Toyota's right to insist upon strict compliance with the Program Guidelines or other Program terms and conditions or a waiver of any right or remedy with respect to any existing or subsequent breach or default. No waiver of any breach of any provision of the Program Guidelines or other Program terms and conditions shall constitute a waiver of any prior or subsequent breach of the same, or any prior, concurrent or subsequent breach of any other, provisions of the Program Guidelines or other Program terms and conditions.

AUDIT AGREEMENT

Toyota reserves the right to audit and verify records of Qualified Accounts before or after repurchase payments have been made. All Program records must be retained and available for a period of 24 months following the conclusion of the Program period. TMNA has the right to charge back any repurchase payment and/or incentive payment for units whose eligibility for repurchase cannot be substantiated with documentation, as required by TMNA.

REPURCHASE PROGRAM GENERAL POLICIES

- Under the Program, only qualified vehicles are eligible for repurchase.
- **All eligible Repurchase vehicles must be identified as "REPURCHASE" at time of return.** Any unidentified vehicle will be set aside by auction staff and not accepted until such time returning rental account designates such vehicle as repurchase. Toyota "Repurchase" stickers are available by emailing a request to: **condition_reports@toyota.com**.
- Program Vehicles must be purchased by a Qualified Account.
- This Program constitutes an agreement on the part of TMNA to repurchase certain eligible vehicles owned and operated by Qualified Accounts. Benefits of and participation in the Program, as well as ownership of Program Vehicles are non-transferable and non-assignable from one Qualified Account to another. Program Vehicles must be delivered to and purchased by the Qualified Account entity for which the vehicles were originally ordered.

- The Qualified Account must provide TMNA with a completed Repurchase Program Enrollment Form to participate in the 2023 Repurchase Program (form will be available at the www.fleet.toyota.com website). This form only needs to be completed once and will remain valid throughout customer's relationship with Toyota. Please inform Toyota of any changes.
- The Qualified Account must concur with TMNA on the delivery and subsequent turn back locations as directed and approved by TMNA.
- Acceptance of an order by the Toyota ordering system does not constitute a commitment from Toyota to build a vehicle. At TMNA sole discretion, TMNA reserves the right to cancel, limit production, amend, revise, reassign, or revoke any order at any time.
- Program selections are irrevocable: transfers of vehicles between the Repurchase Program and any other program are not allowed.
- All Program Vehicles must have current registration and all applicable state and local taxes must be paid.
- The Qualified Account must provide TMNA with a 20-day written notice prior to returning 150 or more Program Vehicles to any one location in a calendar month. Qualified Accounts returning less than 150 Program Vehicles to any one location in a calendar month are not required to provide prior written notice. Program Vehicles tendered in excess of 150 units in a calendar month to auction marshalling/ramp locations without prior written approval from TMNA will be accepted for repurchase eligibility only with the understanding that vehicle arrival will constitute the 20-day notice. An additional 20 days of depreciation will be charged.
- Failure to comply with all Program Guidelines may result in the termination of the Qualified Account's right to participate in the Program, including the right to purchase Program Vehicles.

INELIGIBLE VEHICLES

Any vehicle described below is classified as an ineligible vehicle ("Ineligible Vehicles") under the Program and will not be qualified for repurchase:

- Vehicles that have been category transferred from "E" (Retail units) to "J" (fleet units) without TMNA approval.
- Vehicles purchased from dealer stock.
- Vehicles utilized in daily rental service locations outside the Continental United States or Alaska (Hawaii units are not eligible).
- Vehicles which were not utilized by an eligible daily rental operation for daily rental purposes.
- Vehicles which do not meet the required factory equipment standards. Post Production Options (except floor mats and license plate frame) will not be included in total vehicle capitalized cost for purposes of calculating the repurchase settlement amount.
- Vehicles purchased under the Program that have not been pre-approved by TMNA.

- Vehicles that have not been presented with acceptable reject challenges within time frame specified in the General Turn-Back Procedures of these Program Guidelines.
- Vehicles that have not achieved a “clean wholesale condition” (as defined in the Vehicle Turn Back Standards of the Program Guidelines) by the 549th day in-service or which have sustained damage of such nature that they cannot achieve clean wholesale condition as specified in the Vehicle Turn Back Standards of these Program Guidelines.
- Vehicles for which the Qualified Account has not provided a signed and approved condition report, completed odometer report and clean title by the 549th day-in-service.
- Vehicles flagged as “recovered theft” not returned with prior written notification of such status.
- Vehicles not owned by and titled in the name of the Qualified Account.
- Vehicles utilized at any time as shuttle vehicles, service replacement vehicles, demonstrators, employee vehicles, and promotional vehicles.
- Vehicles knowingly used for ride share will not be accepted. Use for conveyance service will render the unit a permanent reject for repurchase.
- Vehicles sold or leased at any time to public utilities, taxicab companies, and state, local, or federal government agencies or knowingly rented as a Lyft or Uber vehicle.

IN-SERVICE AND OUT-OF-SERVICE DATES

- The in-service date is defined as the Toyota dealer invoice date plus seven (7) calendar days (not delivery date). A list of in-service dates will be provided by requesting this information at Condition_Report@toyota.com. The latest date an eligible Program Vehicle may be placed in service is August 31, 2023.
- **The out-of-service date is defined as the date a unit is tendered for repurchase, accepted at the receiving auction marshaling/ramp location as directed and approved by TMNA.** The out-of-service-date may be extended by TMNA if the following conditions are not met:
 1. The auction marshaling/ramp location must be presented with a **condition report** approved and signed by an authorized representative of the Qualified Account.
 2. An **odometer statement** completed by the Qualified Account.
 3. A **clear title** to the vehicle received within five (5) weekdays of the date of inspection.

“Clear title” indicates that the Qualified Account has tendered all documents necessary to transfer title and state motor vehicle records do not show that the vehicle has been salvaged or flagged as a recovered theft unit. Program Vehicles which have been flagged as recovered theft may be eligible for repurchase if they meet all applicable eligibility requirements and the Qualified Account presents the auction marshaling/ramp location with written notification at the time of return. Any vehicle flagged as a theft recovery vehicle that is turned in without this notification will not be eligible for repurchase.

If these conditions are not met, daily depreciation charges will continue to be assessed and the vehicle will be considered "**in-service**" until all conditions have been satisfied. In addition, if these conditions have not been satisfied by the 549th day of service, the vehicle will be declared ineligible for repurchase.

Vehicles turned back to a receiving auction marshaling/ramp location and subsequently damaged due to an act of God such as hail or flood, will continue to be eligible for repurchase by TMNA provided:

- a) The damaged vehicle(s) would otherwise be eligible for repurchase under the terms and conditions of the Program. Examples of Ineligible Vehicles would include, but not be limited to units in-service in excess of 549 days, previous collision repair exceeding **\$3,000 (deductible damage only)**, structure or frame damage or odometer reading exceeding 33,000 miles. See "Ineligible Vehicles" under the Program Guidelines.
- b) The condition report was approved, and a clear title was surrendered by the Qualified Account within five (5) weekdays of the date the vehicle was inspected.

To permit inspection of vehicles for prior or existing damage, vehicles returned to receiving auction marshaling/ramp locations after working hours or on weekends will not be considered received until the following weekday.

As outlined in the general policies, the Qualified Account must provide TMNA with written notice 20-days prior to shipping more than 150 Program Vehicles to an auction marshaling/ramp location. If the Qualified Account fails to provide the advance notification, TMNA shall consider the arrival at the auction marshaling/ramp locations of such vehicle(s) to be the Qualified Account's 20-day notice. Consequently, the out-of-service date will be adjusted and reflect a date of 20 days from the arrival date at the auction marshaling/ramp locations.

VEHICLE TURNBACK NOTIFICATION PROCEDURES

UPON RETURN, ALL PROGRAM VEHICLES MUST BE IDENTIFIED "REPURCHASE". ANY UNIDENTIFIED VEHICLE WILL BE SET ASIDE BY AUCTION STAFF AND REMAIN IN SERVICE UNTIL UNIT IS APPROPRIATELY IDENTIFIED AS REPURCHASE BY RENTAL ACCOUNT. "Repurchase" stickers are available by emailing a request to: condition_reports@toyota.com.

- Toyota will assign turn-back locations and volumes as required. No more than 20 percent of the total Qualified Account Program vehicles (accounts with 100+ repurchase units only) may be returned during a single calendar month without prior TMNA approval.
- No more than 10 percent of the total Qualified Account Program vehicles (accounts with 100+ repurchase units only) may be returned during December without prior TMNA approval.
- Auctions and assigned ramps participating in the Program are the only locations available for vehicle returns. TMNA and Toyota Financial Services ("TFS") will exclusively determine the eligible auctions, ramps and volumes to be returned to each location (Attachment F).
- The Qualified Account must advise TMNA in writing twenty (20) days before the Qualified Account plans to ship more than 150 Program Vehicles to an auction marshaling/ramp location.

Turn back approvals expire 30 days after the approved return date, and all subsequent returns must be approved by separate request.

- The Qualified Account must return at least 50% of all repurchase Program Vehicles (by model) to auction.
- The 20-day written notification must include the intended return location and quantity of vehicles:

Notification must be sent to: TMNA - ATTN: YESENIA DIAZ
Office: 469-292-2747
Email: Condition_Reports@Toyota.com

REPURCHASE VEHICLE SETTLEMENT PAYMENT

- After a vehicle is accepted for repurchase under the Program and the Qualified Account has met all conditions described in the General Turn-Back Procedures, TMNA will use reasonable efforts to expedite payment to the Qualified Account. Normal processing time should not exceed forty-five (45) days.
- TMNA accepts no responsibility for payment delays due to administrative errors or disputes that delay the vehicle from being designated as eligible for repurchase under the Program.
- Toyota does not staff or process during the winter holiday period. Vehicles received from Friday, December 16, 2022 through the end of the year will be reconciled and repurchase settlement determined after Monday, January 2, 2023. Vehicles returned during this period may be processed within 45 days after January 2, 2023.
- Payment will be made directly to the Qualified Account. Payment may be made directly to a Qualified Account's lender, provided that a Joint Payee Request Form and Lender's Acknowledgement (attachments 4 and 5) are submitted to TMNA and approved by TMNA in advance of the return of the previously approved vehicles. TMNA will not approve any request to make direct payments to any new lender until the Qualified Account's original lender provides written verification that it no longer has a security interest in any of the Qualified Account's TMNA Program Vehicles. Joint payment of repurchase proceeds will not be made to multiple finance sources of a Qualified Account.

GENERAL TURNBACK PROCEDURES

1. Qualified Accounts are responsible for arranging shipment of the number of Program Vehicles approved by TMNA to the auction/marshaling ramp locations designated by TMNA/TFS. No more than 20 percent of the total Qualified Account Program purchase may be returned during a single calendar month without prior TMNA approval.
2. Designated auctions will use a standard "Vehicle Condition Report" approved by TMNA, or other approved format (example of form will be available at the www.fleet.toyota.com website).

3. Vehicle Condition Reports will be completed by the auction on all Program Vehicles presented for repurchase at designated auctions. These Vehicle Condition Reports will be binding on both Toyota and the Qualified Account in case of a dispute between Toyota and the Qualified Account.
4. At the time of turn-in, all vehicles with any prior impact collision repairs of \$700 or more will be evaluated for total cost of repairs. Vehicles determined to have less than \$3,000 or repaired body damage will be accepted for repurchase. Disagreements as to the total damage will be resolved between the Rental Company representative and the responsible Toyota Auction Remarketing Manager.
5. Estimate of damages will be based on rates established by TFS.
6. If upon inspection of the vehicle, TMNA or its representative determines that a vehicle is not in "clean wholesale" condition, as defined in the Vehicle Turn-Back Standards of these Program Guidelines, TMNA or its representative may reject the vehicle. Rejected vehicles remain "in-service" until they meet all requirements for "out-of-service" status or become ineligible for repurchase because of the failure to achieve "clean wholesale" condition. All challenges on rejected Program Vehicles must be received within 30 calendar days of rejection notification. If the challenge is not received within 30 calendar days, the vehicle will be declared a permanent reject and ineligible for repurchase under the Program. In the event of dispute between the parties over the issue of structural/frame damage or sub-standard repair, the parties will mutually select and pay the expenses of an independent appraiser whose decision shall be final and binding on the parties.
7. Repurchase vehicles that are returned with no "Chargeable" items and are below the established deductible amount **require signatures** by the customer on the Condition Reports (CR). The signature is necessary to acknowledge the auction arrival date, inspection date and title received date to determine out of service status. Once signed it is understood that all dates are accurate, and no adjustments will be made should a dispute occur later.
8. TMNA assumes no responsibility for "risk" units or other non-Program vehicles presented to auction/ramp locations. Any loss or expenses relating to risk units presented as 'Program Vehicles' are the sole liability of the Qualified Account. The Qualified Account is responsible for all costs, damages, and expenses associated with the handling of any "risk" vehicle which is turned back and shipped to the auction or sold at the auction including but not limited to: transportation, body and paint work, parts replacement, customer or dealer claims, and attorney's fees. All fees associated with "risk" units will be billed directly to the Qualified Account by the appropriate auction location.

VEHICLE TURNBACK POLICY STATEMENT

The Qualified Account Program Vehicle is surrendered when the Qualified Account signs-off the Condition Report, delivers a completed Odometer Report and completes the transfer of Title. Once surrendered, the vehicle becomes the property of TMNA. Upon surrender, all Damage Deductibles and chargeables specified in the condition report will be applied by TMNA to make the vehicle achieve: "clean wholesale condition."

As a convenience to Qualified Accounts, vehicles may be turned in with unrepaired damage under the following condition:

- Toyota will accept applicable units exhibiting Chargeable Damage or other damage exceeding the Damage Deductible for sheet metal/paint/trim repairs, missing/damaged parts replacement, tire, and glass replacement. 100% of the amount of Chargeable Damage and the amount in excess of the Damage Deductible will be deducted from the repurchase price.

Any repairs performed by the Qualified Account should be completed prior to the vehicle return. Once a vehicle has been inspected and surrendered it cannot be removed from the premises to complete selective repairs unless authorized by TMNA and the auction/ramp. Authorized removal or will result in an appropriate adjustment of the arrival date to the date the repairs were completed or the date the vehicle was returned to auction.

The out-of-service date will be established upon vehicle surrender. A Qualified Account may receive approval to repair vehicles on-site, but such vehicles remain in Qualified Account inventory (not in TMNA inventory) until all repairs are complete. The date the Qualified Account or its vendor completes the vehicle repairs, shall become the revised arrival date for purposes of establishing applicable depreciation and penalties.

VEHICLE TURNBACK STANDARDS

Program "Previous Repair" threshold is \$3,000 (Deductible damages only) excluding chargeable damages. Previous examples of chargeable damages (ie: Glass, excessive carpet wear, upholstery damage, missing parts and tire/wheel replacement will not be part of deductible)

TMNA will absorb the cost of sheet metal/paint repairs on those units returned with less than \$700 in deductible damages. If damages exceed the applicable Damage Deductible, the Qualified Account may:

1. Remove and repair the vehicle so that the remaining damage is less than the applicable Damage Deductible if permitted by Auction.
 2. Choose to return the vehicle unrepaired and damages in excess of the applicable Damage Deductible will be deducted from the repurchase price of the unit.
- Paintless Dent Repair methods are acceptable to TMNA providing no access holes have been drilled. Paintless Dent Repair may not be utilized to repair hail damage (**Vehicles with repaired or existing hail damage are ineligible for repurchase**).
 - **A vehicle sustaining structural, frame, hail, fire or water damage, is not eligible for repurchase.** In the case of a unibody vehicle, structural damage includes, but is not limited to, repaired or existing damage to the roof rails, pillar posts, rocker panels, all underbody structures, structural rails, strut or shock towers, front and rear bumper shock brackets, and front radiator supports (core support) and brackets.

"Clean Wholesale Condition" shall be defined as:

1. Returned in sound mechanical operating condition.
2. Returned with no structural damage, hail, fire, or water damage whether repaired or not.

3. Returned with all required scheduled maintenance performed according to type and intervals specified by TMNA in the maintenance booklet manuals. TMNA reserves the right to require evidence of such maintenance upon request. All vehicles exhibiting evidence of not adhering to scheduled maintenance including oil and filter changes will be rejected without recourse.
4. Returned with no windshield chips greater than 3/16 inch in diameter. Within the driver's wiper swipe, no more than 4 chips, 2/16 inch or greater, are allowed within an area which can be covered by a 3 ½ inch by 5 ½ inch card. Minor chips/pits with no cracks or legs outside the driver's wiper swipe that do not compromise the windshield structure are acceptable. All replacement glass must conform to OEM standard. ****Please note: If a vehicle is returned and does not meet the aforementioned requirements, a \$1,000 fee will be deducted from the repurchase price. "Temporary rejects" have been eliminated. Any repairs must be made before tendering a vehicle to auction or auction submission of a condition report to TMNA.**
5. Returned with no excessive carpet or upholstery damage, including burns and permanent stains (plugs, partial sections or other non-production type repairs are unacceptable). Commercially acceptable repair must have been made or the cost of repair/replacement will be charged to the Qualified Account. Interior damage is not part of the Damage Deductible. **Missing floor mats will be charged at \$75 per mat.**
6. Returned with no missing or damaged parts (body side moldings, wheel covers, spare tires, etc.). The cost of any missing parts will be charged to the Qualified Account and is not part of the Damage Deductible. Parts replacement due to collision damage is chargeable against the applicable Program Deductible.
7. Returned with all tires (including the spare) meeting TMNA original equipment standards, matched in size, quality, and brand. A minimum of 5/32-inch tread depth or better remaining across all treads is required. Tire/wheel replacement is not part of the Damage Deductible. Vehicles not meeting tire requirements can be removed and repaired to meet standards. **Accounts that choose to return vehicles to the auction with worn or mismatched tires will be charged a fee of \$400 per tire that will be deducted from the repurchase price.** We will accept any top grade manufacturer's tires if they are the recommended model and size for program model. No tires manufactured in China are eligible as replacement tires on program vehicles unless approved in advance. Proper sizes and specifications can be determined at the tire Manufacturer's website. **Temporary rejects have been eliminated. Any repairs must be made before tendering a vehicle to auction. Vehicles requiring tire replacement will be assessed the appropriate chargeable damages and calculated against the repurchase price.**
8. Returned with the same factory-installed equipment with which the vehicle was originally delivered. All factory provided manuals and two sets of keys are required. These charges are not part of the Damage Deductible.
 - **Missing manuals: Assessed at \$40.00 per copy.**
 - **Missing Keys and Remote Keyless Entry Fobs: Assessed a charge of \$350 each.**
 - **Smart keys where applicable \$500 replacement.**
9. Returned clean with a minimum of one-quarter tank of gas. **There will be a \$50 charge for all vehicles returned with less than one-quarter tank of gas.** All units are to be washed and vacuumed prior to turn-in and must be clean; and the exterior free of dirt, mud, tar, road paint,

and interior area free of debris in both passenger and luggage compartments. All fluids and lubricants at proper levels, cooling system winter protected to -20 degrees and batteries charged. Auctions/ramps are authorized to charge accounts directly at locally prevailing rates to bring vehicles to these minimum inspection readiness standards. (**Chargeable wash fee @ \$15.00 for unclean cars interior and exterior**).

10. Returned with all required warranty, repairs/recalls and special service campaigns completed.
11. Returned with no damaged, broken, cracked, chipped or otherwise imperfect headlights, running lights, turn signal lights, taillights, clearance lights, or lenses. Replacement of these parts, which are safety related, is not part of the Damage Deductible.
12. Returned with no missing, altered, or otherwise non-factory vehicle identification plates, or EPA emissions decals.
13. Returned with no Speedometers/Odometers which are inoperable, or show evidence of tampering, whether repaired or not. Speedometers/Odometers, which have been repaired or replaced under warranty, will be accepted provided that copies of the warranty repair are presented with the vehicle. RAC must comply with their local Speedometers/Odometers repair/replacement legal requirements. Any vehicle turned back with undisclosed speedometer/odometer repairs will be permanently rejected from repurchase consideration and designated an Ineligible Vehicle.
14. Returned with a designation of "recovered theft" with written notification as to such status.

"Clean Wholesale Condition" is not defined as:

1. A vehicle with a history of previous collision repairs in excess of **\$3,000 (deductible damage only)**. Once tendered the vehicle will be deemed permanently ineligible for repurchase.
2. A vehicle with existing damage in excess of **\$3,000 (deductible damage only)**. Once tendered the vehicle will be deemed permanently ineligible for repurchase.

Vehicles will not be accepted for repurchase consideration and will be designated as Ineligible Vehicles if they have a history of previous damage totaling more than **\$3,000 (deductible damage)** or existing body damage of more than **\$3,000 (deductible damage)**. A vehicle may be considered for repurchase if there is a history of previous damage totaling under \$3,000 combined with existing body damage of under \$3,000.

If airbags have been deployed or stolen and replaced, the cost of the replacement airbags will not be included for purposes of determining whether previous damage or existing damage exceeds \$3,000. Toyota must be notified of the airbag replacement in writing at the time a vehicle is turned back. Notices of airbag repairs are to be submitted by the rental location directly to the turn back ramp/auction. Any vehicle turned back without notification of airbag repairs will be rejected and designated as an Ineligible Vehicle.

GENERAL

Vehicles removed from the Program, or vehicles that have been turned-in and later removed from the auction premises dedicated to Program vehicles for any reason become the sole responsibility of the Qualified Account and the Qualified Account should make arrangements to have the unit sold by the auction or returned to their place of business within a reasonable length of time. Any storage charges deemed appropriate by the auction are the sole responsibility of the Qualified Account.

By enrolling in the Program, a Qualified Account agrees to comply with all Program requirements, standards and procedures, including these Program Guidelines, and agrees to indemnify, defend and hold harmless Toyota Motor North America and Toyota Financial Services from and against any and all claims arising out of the Qualified Account's failure to comply with applicable requirements, standards, and these Program Guidelines with respect to such tendered vehicle and any claims arising out of the Qualified Account's ownership, use or possession of such tendered vehicle.

TOYOTA MOTOR NORTH AMERICA Responsibilities

- Communicate with participating Qualified Accounts to determine the auction marshaling/ramp locations to which vehicles will be shipped.
- Prepare repurchase settlement checks in a timely manner with information received from auction marshaling/ramp locations. Auction marshaling/ramp locations will notify Toyota of units accepted by serial number, out-of-service date, chargeable damage to the Qualified Account, and mileage to facilitate calculation of the repurchase price.

TOYOTA FINANCIAL SERVICES Responsibilities

- Inspect vehicles promptly to ensure repurchase condition standards are met.
- Provide a copy of the Vehicle Condition Report to the Qualified Account in a timely manner. The condition report will reflect the date the unit was received and accepted at the auction/ramp. Any discrepancies in the out of service date should be brought to the attention of the auction/ramp immediately.
- Interface with Qualified Accounts concerning TMNA Repurchase Program return policies and procedures.
- Communicate and train auction personnel in all areas of the TMNA Repurchase Program policies and procedures.

• QUALIFIED ACCOUNT Responsibilities

- Complete Daily Rental Repurchase Enrollment Form after reviewing these Program Guidelines and submit to TMNA.
- Must inspect vehicle(s) purchased by it under the Program upon delivery and confirms that the vehicle(s) was/were in satisfactory condition unless noted in a damage claim filed within five (5) weekdays of initial delivery. Claim must be filed with their TMNA/PD Fleet Manager on any vehicle received with transportation damage.
- Coordinate shipment of vehicle(s) to the auction/ramp designated by TMNA/TFS.

- Track the in-service date of each unit to ensure that each unit meets Program requirements prior to the maturity date of the vehicle. Failure to allow sufficient time for repairs and the receipt of the title at the auction/ramp may cause the unit to exceed maximum allowable time in service and be disqualified from the Program.
- Ensure that vehicles being returned to the auction/ramps have signed condition reports within five (5) weekdays of the date the vehicle was inspected at the auction/ramp location or the out-of-service date will be adjusted to reflect this delay.
- Ensure that vehicles being returned to the auction/ramps have completed odometer statements and clear titles within five (5) weekdays of the date of inspection or the out-of-service date will be adjusted to reflect this delay.
- Notify TMNA within ten (10) working days if Qualified Account has not received notification of Program acceptability or rejection from the auction/ramp location within ten (10) working days.
- Present any challenge on rejected vehicles within 30 calendar days from notification date.

**2023 MODEL YEAR (DRAFT)
REPURCHASE PROGRAM REQUIRED OPTIONS &
APPROVED INTERIOR/EXTERIOR COLORS**

Camry LE

MODEL # 2532 (4Dr. Sedan)

STANDARD EQUIPMENT	
<p><u>MECHANICAL & PERFORMANCE</u></p> <p>2.5L 4-Cyl Engine 203 hp @ 6600 rpm / 184 lb-ft @ 5000 rpm 8-Speed Transmission</p>	<p><u>SAFETY & CONVENIENCE</u></p> <p>Toyota Safety Sense 2.5+: Pre-Collision Sys w/Pedestrian Detection, Dynamic Radar Cruise Control, Lane Departure Alert w/Steering Assist, Lane Tracing Assist, Automatic High Beams, Road Sign Assist Star Safety System Backup Camera Safety Connect w/ 1-Year Trial</p>
<p><u>INTERIOR</u></p> <p>Audio - 7-in Touchscreen, 6 Speakers, Hands Free Bluetooth Phone/Music, USB Media Port, 2 USB Charge-Ports, SiriusXM w/3-Month All Access Trial, Android Auto & Apple CarPlay Compatible 4.2-in TFT Multi-Information Display Power Driver Seat w/Lumbar Support Remote Keyless Entry System For Full Product Details Please Visit Toyota.com/ Camry</p>	<p><u>EXTERIOR</u></p> <p>17-in Alloy Wheels Bi-LED Combination Headlights w/Auto On/Off Feature LED DRLs w/On/Off Feature</p>
REQUIRED OPTIONAL EQUIPMENT	
<p>FE - Emission code C4 – Carpet Floor Mats</p>	

COLORS : EXTERIOR / INTERIOR			
<u>Exterior</u>			<u>Interior</u>
Mix	Code	Color (new colors Bolded)	Code / Color / Mix
25%	040	Super White	FA20 Black (30%) / FA10 Ash (70%)
35%	1H1	Pre-Dawn Gray Mica	FA20 Black (50%) / FA10 Ash (50%)
35%	1J9	Celestial Silver Metallic	FA20 Black (50%) / FA10 Ash (50%)
5%	218	Midnight Black Metallic	FA20 Black (20%) / FA10 Ash (80%)

**2023 MODEL YEAR (DRAFT)
REPURCHASE PROGRAM REQUIRED OPTIONS &
APPROVED INTERIOR/EXTERIOR COLORS**

Corolla LE

MODEL # 1852 (4Dr. Sedan)

STANDARD EQUIPMENT	
<p><u>MECHANICAL & PERFORMANCE</u></p> <p>1.8L 4-cyl Engine with Valvematic Technology, CVT 16-in Wide Vent Steel Wheels</p>	<p><u>SAFETY & CONVENIENCE</u></p> <p>Toyota Safety Sense 2.0: Pre-Collision Sys w/Pedestrian Detection, Full-Speed Range Dynamic Radar Cruise Control, Lane Departure Alert w/Steering Assist, Lane Tracing Assist, Automatic High Beams, Road Sign Assist 10 Airbags; Star Safety System Remote Keyless Entry System Safety Connect w/1-Year Trial</p>
<p><u>INTERIOR</u></p> <p>Audio - 8-in Touchscreen, 6 Speakers, Hands-Free Bluetooth Android Auto & Apple CarPlay Compatible, SiriusXM w/3-Month All Access Trial Fabric Adjustable Driver & Front Passenger Seats 60/40 Split Fold-Down Rear Seat</p>	<p><u>EXTERIOR</u></p> <p>Black Front Grille w/Sport Mesh Insert Bi-LED Headlights with DRLs LED Tail and Stoplights</p>
REQUIRED OPTIONAL EQUIPMENT	
<p>FE - Emission code C4 – Carpet Floor Mats</p>	

COLORS : EXTERIOR / INTERIOR			
<u>Exterior</u>			<u>Interior</u>
Mix	Code	Color (new colors Bolded)	Code / Color / Mix
40%	040	Super White	FB20 Black 70% / FB10 Light Gray 30%
25%	1F7	Classic Sliver Metallic	FB20 Black 70% / FB10 Light Gray 30%
25%	1K3	Celestite	FB20 Black 70% / FB10 Light Gray 30%
10%	209	Black Sand Pearl	FB20 Black 70% / FB10 Light Gray 30%

**2023 MODEL YEAR (DRAFT)
REPURCHASE PROGRAM REQUIRED OPTIONS &
APPROVED INTERIOR/EXTERIOR COLORS**

Sienna LE

MODEL # 5402 (8 Passenger LE)

STANDARD EQUIPMENT	
<p><u>MECHANICAL & PERFORMANCE</u></p> <p>2.5L 4-Cylinder Engine 245 Combined Net Horsepower Electronic Continuous Var. Tran. (ECVT) 17-in Alloy Wheels</p>	<p><u>SAFETY & CONVENIENCE</u></p> <p>Toyota Safety Sense 2.0: Pre-Collision Sys w/ Pedestrian Detection, Full-Speed Range Dynamic Radar Cruise Control, Lane Departure Alert w/ Steering Assist, Lane Tracing Assist, Automatic High Beams, Road Sign Assist STAR Safety System LATCH-Lower Anchor & Tether for Children Blind Spot Monitor w/ RCTA Remote Keyless Entry & Push Button Start Safety Connect w/ 1-Year Tria</p>
<p><u>INTERIOR</u></p> <p>Audio - 9-in Touchscreen, 6 Spkrs, Hands Free Bluetooth Phone/Music, USB Media Port, 6 USB Charge Ports, SiriusXM w/ 3-Month All Access Trial, Android Auto & Apple CarPlay Compatible Three Zone Auto Climate Control w/ Rear Cabin Controls Fabric-Trimmed Seats, Power Driver Seat, 2nd-Row Bench w/ Stowable Center Seat, 60/40 Split and Stow 3rd Row Seat w/ One-Motion Stow Rear Seat Reminder For Full Product Details, Please Visit Toyota.com/Sienna</p>	<p><u>EXTERIOR</u></p> <p>LED Headlights with Auto on/off feature Dual Power Sliding Side Doors Color-Keyed Power Outside heated Mirrors with Integrated Blind Spot Warning</p>
REQUIRED OPTIONAL EQUIPMENT	
<p>FE - Emission code C4 - Carpet Floor Mats</p>	

COLORS : EXTERIOR / INTERIOR			
<u>Exterior</u>			<u>Interior</u>
Mix	Code	Color (new colors Bolded)	Code / Color / Mix
35%	040	Super White	FA10 Graphite 100%
30%	1H1	Pre-Dawn Gray Mica	FA10 Graphite 100%
35%	1J9	Celestial Silver Metallic	FA10 Graphite 100%

**2023 MODEL YEAR (DRAFT)
REPURCHASE PROGRAM REQUIRED OPTIONS &
APPROVED INTERIOR/EXTERIOR COLORS**

RAV4 XLE

MODEL # 4440 (RAV4 5-DOOR 4X2 SUV- 6 spd Auto Trans)

STANDARD EQUIPMENT	
<p><u>Mechanical and Performance:</u></p> <p>2.5L 4-Cylinder Engine w/ Start-Stop 203 hp @ 6600 rpm / 184 lb-ft @ 5000 rpm 8-Speed Automatic Transmission Front-Wheel Drive</p>	<p><u>Safety:</u></p> <p>Toyota Safety Sense 2.0: Pre-Collision Sys w/ Pedestrian Detection, Full-Speed Range Dynamic Radar Cruise Control, Lane Departure Alert w/ Steering Assist, Lane Tracing Assist, Automatic High Beams, Road Sign Assist 8 Airbags; Star Safety System Backup Camera LATCH-Lower Anchor & Tether for Children Blind Spot Monitor w/ Rear Cross-Traffic Alert Safety Connect w/ 1-Year trial</p>
<p><u>Interior & Comfort:</u></p> <p>Audio - 7-in Touchscreen, 6 Speakers, Hands Free Bluetooth Phone/Music, USB Media Port, 4 USB Charge Ports, SiriusXM w/ 3-Month All Access Trial, Android Auto & Apple CarPlay Compatible Dual Zone Auto A/C w/ Rear vents Fabric-Trimmed Seats Power Driver's Seat Smart Key System w/ Push Button Start For Full Product Details, Please Visit Toyota.com/RAV4</p>	<p><u>Exterior:</u></p> <p>LED Headlights LED Daytime Running Lights 17-in Five-Spoke Silver Alloy Wheels</p>
REQUIRED OPTIONAL EQUIPMENT	
<p>FE - 50 State Emissions C4 – Carpet Floor Mats</p>	

COLORS : EXTERIOR / INTERIOR			
Exterior			Interior
Mix	Code	Color (new colors Bolded)	Code / Color / Mix
30%	040	Super White	FA10 Light Gray 50% / FA20 Black 50%
30%	1D6	Silver Sky Metallic	FA10 Light Gray 50% / FA20 Black 50%
30%	1G3	Magnetic Gray Metallic	FA10 Light Gray 50% / FA20 Black 50%
10%	0218	Midnight Black Metallic	FA10 Light Gray 50% / FA20 Black 50%

**2023 MODEL YEAR (DRAFT)
REPURCHASE PROGRAM REQUIRED OPTIONS &
APPROVED INTERIOR/EXTERIOR COLORS**

RAV4 XLE

MODEL # 4442 (RAV4 5-DOOR 4X4 SUV - 6 spd Auto Trans)

STANDARD EQUIPMENT	
<p><u>Mechanical and Performance:</u></p> <p>2.5L 4-Cylinder Engine w/ Start-Stop 203 hp @ 6600 rpm / 184 lb-ft @ 5000 rpm 8-Speed Automatic Transmission Front-Wheel Drive</p>	<p><u>Safety:</u></p> <p>Toyota Safety Sense 2.0: Pre-Collision Sys w/ Pedestrian Detection, Full-Speed Range Dynamic Radar Cruise Control, Lane Departure Alert w/ Steering Assist, Lane Tracing Assist, Automatic High Beams, Road Sign Assist 8 Airbags; Star Safety System Backup Camera LATCH-Lower Anchor & Tether for Children Blind Spot Monitor w/ Rear Cross-Traffic Alert Safety Connect w/ 1-Year Trial</p>
<p><u>Interior & Comfort:</u></p> <p>Audio - 7-in Touchscreen, 6 Speakers, HandsFree Bluetooth Phone/Music, USB Media Port, 4 USB Charge Ports, SiriusXM w/ 3-Month All Access Trial, Android Auto & Apple CarPlay Compatible Dual Zone Auto A/C w/ Rear Vents Fabric-Trimmed Seats Power Driver's Seat Smart Key System w/ Push Button Start For Full Product Details, Please Visit Toyota.com/RAV4</p>	<p><u>Exterior:</u></p> <p>LED Headlights LED Daytime Running Lights 17-in Five-Spoke Silver Alloy Wheels</p>
REQUIRED OPTIONAL EQUIPMENT	
<p>FE - 50 State Emissions C4 - Carpet Floor Mats</p>	

COLORS : EXTERIOR / INTERIOR			
<u>Exterior</u>			<u>Interior</u>
Mix	Code	Color (new colors Bolded)	Code / Color / Mix
30%	040	Super White	FA10 Light Gray 50% / FA20 Black 50%
30%	1D6	Silver Sky Metallic	FA10 Light Gray 50% / FA20 Black 50%
30%	1G3	Magnetic Gray Metallic	FA10 Light Gray 50% / FA20 Black 50%
10%	0218	Midnight Black Metallic	FA10 Light Gray 50% / FA20 Black 50%

ATTACHMENT 2 - 2023 MODEL YEAR RISK/REPURCHASE ENROLLMENT FORM

Only complete if 2022 data has changed.

PLEASE PRINT OR TYPE:

Company

DBA

Fleet I.D.

Federal Tax I.D.

Address

City

State

Zip Code

Contact Person

() _____
Telephone Number

() _____
Fax Number

E-Mail Address

Signature

Title

Date

Risk

Repurchase

Risk/Repurchase

Please email completed form to condition_reports@toyota.com

ATTACHMENT 3 - VENDOR ACH AUTHORIZATION FORM

Only complete if 2022 data has changed.

Vendor Number

--	--	--	--	--	--	--	--

Customer Name

() _____
Telephone Number

Fleet I.D.

Federal Tax I.D.

Address

City

State

Zip Code

Account Specific for Deposits from Toyota Motor North America

Financial Institution:

Name

() _____
Telephone Number

Address

City

State

Zip Code

Required: Checking Account Info:

Account Number

Routing Number (ABA)

--	--	--	--	--	--	--	--	--	--	--	--	--

--	--	--	--	--	--	--	--	--	--	--	--	--

Please Identify the Purpose of this Application: *Add* *Change*

Optional : Please Attach a Voided Check

I hereby authorize Toyota Motor North America, on behalf of the applicable Toyota Entity; to take the actions indicated below: I authorize Toyota Motor North America ("TMNA"), on behalf of the applicable Toyota Entity to deposit payments into the above-designated account via ACH electronic funds transfer. This authorization will remain in effect until thirty (30) days after TMNA Accounts Payable receives written authorization of a change or cancellation. Should an incorrect amount be deposited to this bank account in error, I authorize TMNA, on behalf of the applicable Toyota Entity, to have the money withdrawn from the account and a new amount issued in its place. Should such a withdrawal from the account not be possible, I will promptly reimburse TMNA, on behalf of the applicable Toyota Entity, for any such overpayment. Further, I will object to any misstatements in the Statement of Electronic Funds Transferred within 30 days of the receipt of such statement. I understand that authorizing TMNA to take these actions does not change the Toyota Entity responsible for payment of an invoice and, in the event of the nonpayment of any invoice, I shall only have rights against the Toyota Entity to whom the invoice is addressed.

Printed Name

Title

Signature

Date

ATTACHMENT 4 - REPURCHASE ACCOUNT JOINT PAYEE REQUEST FORM

Only complete if 2022 data has changed.

Toyota Motor North America:

We are requesting a change in our payoff instructions for the MY2023 Daily Rental Repurchase Program.

We understand that all future repurchase payments for the MY2023 Program vehicles will be made in the manner described in this request.

Effective with the written acknowledgment of this request, please issue all vehicle payoffs for the balance of the MY2023 Program as follows:

Qualified Account Name: _____

Fleet ID: _____

Joint Payee: _____
Lending Institution

Mailing Address: _____
(to which checks are to be mailed) *Street/P.O. Box*

City, State, Zip

Attention

We have advised our lending institution, which has agreed to this change and has signed its consent to this arrangement.

BY/DATE: _____

TITLE: _____

Qualified Account Name: _____

ATTACHMENT 5 -- LENDER'S ACKNOWLEDGMENT

We have been advised of our Qualified Account's desire to name _____ as joint payee on checks issued by Toyota Motor North America ("Toyota") covering the net repurchase price of MY 2023 Toyota vehicles under the 2023 Model Year Daily Rental Repurchase Program (the "Program") which the Qualified Account has financed with our lending institution. We are aware that the Program requires the Qualified Account to present clear title to all vehicles tendered for repurchase under the Program ("Program Vehicles") before the final net repurchase price can be determined, and we hereby agree to the issuance of the checks to us and the Qualified Account as joint payees and agree to release our security interest(s) therein upon notice from the Qualified Account that Program Vehicle(s) financed by us have been tendered for repurchase. We also agree that Toyota's repurchase obligations with respect to Program Vehicles, including Toyota's right to recover administrative costs from repurchase proceeds, are subject to the terms and conditions of the Program Policies and Procedures.

We understand that Toyota assumes no responsibility for the information provided by the above-named Qualified Account.

BY/DATE: _____

TITLE: _____

LENDER: _____

APPROVED AUCTION LOCATIONS AND TFS REMARKETING CONTACTS

Auction	Toyota Remarketing Contact	Phone Number	Auction Admin	Phone Number
Balt/Wash	Ed Staniewicz (Ed.Staniewicz@Toyota.com)	908-500-2377	dawn.brommer@coxautoinc.com angela.crouse@coxautoinc.com	Dawn-717-664-5878 Angela-717-664-5639
Dallas	Garrett Underdown (Garrett.Underdown@Toyota.com)	469-713-4420	amy.pulda@coxautoinc.com	262-824-2316
Denver	Chris Rodriquez (Chris.Rodriquez@Toyota.com)	310-740-1868	denielle.depriest@coxautoinc.com	303-317-6771
Georgia	Sean Craig (Sean.Craig@Toyota.com)	859-806-2042	terina.larue@coxautoinc.com	615-773-4878
Kansas City	Joe Manza (Joe.Manza@Toyota.com)	262-492-4812	amy.pulda@coxautoinc.com	262-824-2316
Milwaukee	Joe Manza (Joe.Manza@Toyota.com)	262-492-4812	amy.pulda@coxautoinc.com	262-824-2316
Nashville	Kevin Landon (Kevin.Landon@Toyota.com)	615-561-0057	terina.larue@coxautoinc.com	615-773-4878
Nevada	Ray Perez (Ray.Perez@Toyota.com)	623-203-4837	sara.viers@coxautoinc.com	702-730-1520
New England	Ed Staniewicz (Ed.Staniewicz@Toyota.com)	908-500-2377	andrea.karn@coxautoinc.com	614-871-6822
New Jersey	Scott Wilson (Scott.Wilson@Toyota.com)	407-712-3601	angela.crouse@coxautoinc.com dawn.brommer@coxautoinc.com	Dawn-717-664-5878 Angela-717-664-5639
Ohio	Sean Craig (Sean.Craig@Toyota.com)	859-806-2042	andrea.karn@coxautoinc.com	614-871-6822
Orlando	Scott Wilson (Scott.Wilson@Toyota.com)	407-712-3601	abby.mcfarlane@coxautoinc.com debby.lovett@coxautoinc.com	Debby -407-905-7102 Abby-407-905-8744
Pennsylvania	Bill Alston (Bill.Alston@Toyota.com)	508-494-3076	angela.crouse@coxautoinc.com dawn.brommer@coxautoinc.com	Dawn--717-664-5878 Angela--717-664-5639
Phoenix	Ray Perez (Ray.Perez@Toyota.com)	623-203-4837	kyle.putnam@coxautoinc.com melissa.lammie@coxautoinc.com	Melissa-623-478-7163 Kyle--623-907-7020
Riverside	Jim Muller (Jim.Muller@Toyota.com)	310-308-9760	jessica.baez@coxautoinc.com	951-689-6000
San Francisco	John Martinez (John.Martinez@Toyota.com)	510-303-9938	desiree.marks@coxautoinc.com	510-209-5037
Seattle	John Martinez (John.Martinez@Toyota.com)	510-303-9938	leslie.courneya@coxautoinc.com	253-437-2574
Texas Hobby	Kevin Landon (Kevin.Landon@Toyota.com)	615-561-0057	alex.melendez@coxautoinc.com	713-640-6228

ATTACHMENT 6 – REQUEST FOR TAXPAYER ID NUMBER AND CERTIFICATION

Form <b style="font-size: 1.5em;">W-9 (Rev. December 2011) Department of the Treasury Internal Revenue Service	<b style="font-size: 1.2em;">Request for Taxpayer Identification Number and Certification	Give Form to the requester. Do not send to the IRS.
---	---	---

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)		
	Business name/disregarded entity name, if different from above		
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____	<input type="checkbox"/> Exempt payee	
	<input type="checkbox"/> Other (see instructions) ▶ _____		
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)	
City, state, and ZIP code			
List account number(s) here (optional)			

Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3. Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="10" style="text-align: center; font-size: 0.8em;">Social security number</td> </tr> <tr> <td style="width: 30px; height: 20px;"></td> <td style="width: 30px; height: 20px;"></td> <td style="width: 30px; height: 20px;"></td> <td style="width: 30px; height: 20px;"></td> <td style="width: 30px; height: 20px;"></td> <td style="width: 30px; height: 20px;"></td> <td style="width: 30px; height: 20px;"></td> <td style="width: 30px; height: 20px;"></td> <td style="width: 30px; height: 20px;"></td> <td style="width: 30px; height: 20px;"></td> </tr> <tr> <td colspan="3" style="text-align: center;">-</td> <td colspan="2" style="text-align: center;">-</td> <td colspan="5"></td> </tr> </table> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <tr> <td colspan="10" style="text-align: center; font-size: 0.8em;">Employer identification number</td> </tr> <tr> <td style="width: 30px; height: 20px;"></td> <td style="width: 30px; height: 20px;"></td> <td style="width: 30px; height: 20px;"></td> <td style="width: 30px; height: 20px;"></td> <td style="width: 30px; height: 20px;"></td> <td style="width: 30px; height: 20px;"></td> <td style="width: 30px; height: 20px;"></td> <td style="width: 30px; height: 20px;"></td> <td style="width: 30px; height: 20px;"></td> <td style="width: 30px; height: 20px;"></td> </tr> <tr> <td colspan="3" style="text-align: center;">-</td> <td colspan="7"></td> </tr> </table>	Social security number																				-			-							Employer identification number																				-									
Social security number																																																													
-			-																																																										
Employer identification number																																																													
-																																																													

Part II Certification Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a U.S. citizen or other U.S. person (defined below). Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 100px; height: 20px; vertical-align: top;"> Sign Here </td> <td style="width: 80%; padding: 2px;"> Signature of U.S. person ▶ _____ </td> <td style="width: 100px; height: 20px; vertical-align: top;"> Date ▶ _____ </td> </tr> </table>	Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____
Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____		

<p>General Instructions</p> <p>Section references are to the Internal Revenue Code unless otherwise noted.</p> <p>Purpose of Form</p> <p>A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.</p> <p>Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:</p> <ol style="list-style-type: none"> 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued), 2. Certify that you are not subject to backup withholding, or 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income. 	<p>Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.</p> <p>Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:</p> <ul style="list-style-type: none"> • An individual who is a U.S. citizen or U.S. resident alien, • A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, • An estate (other than a foreign estate), or • A domestic trust (as defined in Regulations section 301.7701-7). <p>Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.</p>
---	--

ATTACHMENT 7 – TRANSPORTATION P&P SUMMARY FLEET



TRANSPORTATION CLAIMS *Inspection, Damage Documentation, Claims Filing Summary*

Inspection

- Designate a minimum of (2) inspectors to ensure inspection coverage at all times
- On board from ground – look for improper or loose tie downs, fluid leakage, undercarriage damage and transport damage.
- On ground – once driver has unloaded units, survey for dents, scratches, missing items

Damage Documentation

- All damage must be noted on the delivery document/ bill of lading at time of delivery
- Five digit damage codes should be used or give an accurate description of the damage spelling out the **area**, **type**, and **severity** of damage
- **Do not speculate as to origin of damage.** Damage documentation is all that is required
- The delivery document/ bill of lading must include date, time, signature of Dealer/ Fleet representative and Carrier driver

EXCEPTIONS:

Delayed Inspection / Subject to Inspection (STI):

- **After Hours Delivery** – damage found requires written notification** to Carrier within 48 hours of delivery
- **Vehicles dirty or snow covered** and driver can't wait: Inspect vertical panels and interior before driver departs, note damages, and write "Subject to further inspection" and reason: too dirty, snow covered, rain, etc. Wash and inspect **ASAP**. Send notification** within 48 hours

Concealed Damage:

- **Areas not visible during on ground inspection:** Requires written notification** to Carrier within 48 hours of delivery. The following areas meet the concealed damage criteria:
 - Exhaust system
 - Suspension system
 - Frame
 - Gas tank
 - Brake lines
 - Inner wall and tread area of tires
 - Engine and drive compartments
 - Underbody sheet metal
 - Tie down brackets

**** It is highly recommended that all 48 hour written notifications be sent certified mail, return receipt requested.**

Claims Filing

- **File Claim to TLS, SET or GST Claims Administration by faxing the following documents**
 - Cover sheet with contact information (Please indicate “fleet customer”)
 - Copy of Repair Order
 - Copy of Delivery Receipt
 - Copy of 48 Hour Written Notification to Carrier (if applicable)
- **Claim filing time allowance – 6 months from day of delivery**
 - TLS, GST or SET will review supporting docs and advise if claim is payable within 72 hours of receipt
 - If payable TLS and SET will reimburse Fleet Customer, (check/U.S. Mail), within 3 weeks of claim acceptance, GST will reimburse Fleet Customer within 30 days of claim acceptance.

	TMNA – All other states except HI		GST TX, LA, OK, AR, MS
Contact Name:	TLS Claims		GST Freight Claims Team
Email:	tls_claims_administration@internal.toyota.com		USALCLAIMS@USAL.COM
Phone #	469.292.1535		713-580-3644
Fax #	Please call before faxing claim		713-580-7977
SET Transportation	GA, FL, NC, SC & AL		
Carrier	Centurion Auto Transport	Auto Carrier Express (ACE)	Southeast Transportation Systems (STS)
Contact	Josmary Haulotte	Adria Booth	James Morgan
Telephone	904 254-0054	904 358-3830 x123	904 378-4752
Email	jhaulotte@centurionautologistics.com	adria@acecarrier.com	James.morgan@jmfamil.com