

4/6/2015

2016 Toyota National DAILY RENTAL REPURCHASE PROGRAM

TOYOTA MOTOR SALES, USA, INC.

2016 Toyota National Daily Rental Risk / Repurchase Program

Highlights:

- Five models available for repurchase in 2016: Corolla, Camry, Avalon, Rav4 and Sienna.
- The Prius is not available as repurchase model in 2016.
- Repurchase Deductibles will be increased to \$700 in Tier 1 and remain \$700 in Tier 2 in 2016. This will make understanding the CRs easier – by having the same deductible in both Tiers!
- 25,000 free miles in Tier 1 and up to 33,000 free miles in Tier 2 – same as 2015!
- Maximum miles is now 33,000 in Tier 1 and 35,000 in Tier 2 – this eliminates the dead zone in previous programs.
- Damage allowance stays at \$3,000 in 2016. However, requirement for invoices eliminated. Cars will be evaluated for repaired damage and will qualify if Toyota estimates that there is less than \$3,000 of repaired damage.
- Same Day return of rejected units continues – local TFS managers to approve return to RACs of rejected units.
- Administrative fee remains \$15 per unit on all Licensee purchases.
- All program attachments and data added to www.fleet.toyota.com website (e.g. TLS Transportation Claim info, Enrollment Formulas, Contact info etc.).
- Minimum hold period remains at 12,000 miles, or six months in service.

2016 Toyota National Daily Rental Risk / Repurchase Program

- Due to high market demand, Highlander, and Tacoma is currently not available for Licensees in 2016.
- TRS (Toyota Remarketing Services) offers all eligible accounts the opportunity to run their Risk vehicles through TFS Auctions for a nominal fee of \$125. See your TRS Rep for details of how to include your risk vehicles with Toyota program cars
- Repurchase vehicles are now eligible for use in Alaska. However, RAC must return any repurchase unit used in Alaska to an eligible auction/ramp in the 48 Continental USA.
- Tire replacement policy on repurchase vehicles is clarified to include all top-brand replacement tires.
- Missing Keys and Remote Keyless Entry Fobs: Assessed a charge of \$300 each to better align with current costs.
- Early Returns are now accommodated through program rules: Vehicles returned early will be accepted. However, they will be repurchased at the minimum in service days as contracted.
- All repurchase vehicles must be rented as “non-smoking”.

TABLE OF CONTENTS

PROGRAM TYPE:4

RISK – Program Year defined Sept 1, 2015 through August 31, 20164

 ELIGIBLE MODELS4

PROGRAM TYPE:5

REPURCHASE - Program Year defined Sept 1, 2015 through.....5

August 31, 2016.....5

 PROGRAM HIGHLIGHTS / CHANGES:5

 ELIGIBLE PROGRAM PARTICIPANTS5

 ELIGIBLE MODELS5

 VOLUME AND MODEL MIX REQUIREMENTS5

 PROGRAM TIMETABLE.....6

 TWO TIER PROGRAM DETAILS7

 REPURCHASE SETTLEMENT CALCULATION8

 GENERAL ELIGIBILITY8

 DISCLAIMER9

 TERMINATION9

 AUDIT AGREEMENT9

 REPURCHASE PROGRAM GENERAL POLICIES9

 IN-SERVICE AND OUT-OF-SERVICE DATES11

 VEHICLE TURNBACK NOTIFICATION PROCEDURES12

 REPURCHASED VEHICLE SETTLEMENT PAYMENT14

 GENERAL TURNBACK PROCEDURES.....14

 VEHICLE TURNBACK POLICY STATEMENT15

 VEHICLE TURNBACK STANDARDS16

 “Clean Wholesale Condition” shall be defined as:16

 “Clean Wholesale Condition” is not defined as:18

 GENERAL.....18

 TOYOTA MOTOR SALES U.S.A., INC. Responsibilities.....18

 TOYOTA FINANCIAL SERVICES Responsibilities.....19

 QUALIFIED ACCOUNT Responsibilities.....19

2016 Toyota National Daily Rental Risk / Repurchase Program

PROGRAM TYPE:

RISK – Program Year defined Sept 1, 2015 through August 31, 2016

PROGRAM HIGHLIGHTS / CHANGES:

ELIGIBLE MODELS

RISK INCENTIVES

	Licensee 2016
Model	Incentives
Corolla	\$700
Camry	\$1,000
Camry Hybrid	\$750
Avalon	\$600
Avalon HV	\$600
Prius	\$0
Prius V	\$700
Prius C	\$500
Yaris	\$200
4Runner	\$750
RAV4	\$600
Sienna	\$1,200
Highlander	\$0
Highlander Hybrid	\$0
Sequoia	\$700
Tacoma	\$0
Tundra	\$1,500

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

- Due to limited supply for 2016 all allocations require TMS approval in Program Year 2016. Submit request via your matrix and TMS will confirm allocations.
- Highlander and Tacoma are not available for Licensee allocation in Program Year 2016

Please Note: Licensee program will deduct a \$15 admin fee from the risk incentive on the dealer invoice.

2016 Toyota National Daily Rental Risk / Repurchase Program

PROGRAM TYPE:

REPURCHASE - Program Year defined Sept 1, 2015 through August 31, 2016

PROGRAM HIGHLIGHTS / CHANGES:

- TRS (Toyota Remarketing Services) offers all eligible accounts the opportunity to run their Risk vehicles through TFS Auctions for a nominal fee of \$125. .
- Repurchase Tier 1 deductible is increased to \$700
- All repurchase vehicles must be rented as “non-smoking”.
- Repurchase vehicles are now eligible for use in Alaska. However, RAC must return any repurchase unit used in Alaska to an eligible auction/ramp in the 48 Continental USA.
- Early Returns are now accommodated through program rules: Vehicles returned early will be accepted. However, they will be repurchased at the minimum in service days as contracted.

ELIGIBLE PROGRAM PARTICIPANTS

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

ELIGIBLE MODELS

- Specific models, equipment, and colors are listed in Attachments (“Program Vehicles”).
- Program Vehicles eligible for repurchase by Toyota Motor Sales, U.S.A., Inc. (“Toyota” or “TMS”) 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 2016 Daily Rental Repurchase Program (the “Program”) for purposes of calculating the repurchase settlement amount as defined below.

VOLUME AND MODEL MIX REQUIREMENTS

A specific allocation of vehicles (20 unit minimum) will be assigned to each Qualified Account. TMS 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 2016 Program are as follows (see complete vehicle specifications in attachments).

Account, at their discretion, may elect to not return for repurchase up to 50% of their repurchase vehicle by model in given program year.

		ENGINE	GRADE	ADDITIONAL COMMENTS
Corolla	1852		LE	
Camry	2532 / 2546	4 cyl	40% LE / 60% SE	
Avalon	3544	6 cyl	XLE	
RAV4	4440/4442	4 cyl	XLE	
Sienna	5338	6 cyl	LE	8 Passenger

2016 Toyota National Daily Rental Risk / Repurchase Program

NOTES:

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

PROGRAM TIMETABLE

April 6, 2015	Program Announcement Date
September 1, 2015	The 2016 Repurchase Program applies to all MY15 vehicles in service on or after Sept 1, 2015.
August 31, 2016	Final in-service date
January 31, 2018	Final out-of-service date

2016 Toyota National Daily Rental Risk / Repurchase Program

TWO TIER PROGRAM DETAILS

For the 2016 Program Year Toyota will offer a two Tier Program to allow for greater flexibility in fleet management and expense control. The program is designed to allow for enhanced pricing benefits on vehicles kept in service longer. The tier description and benefits are outlined below.

Repurchase - Tier 1									
	Depreciation Monthly		Vehicle Parameters: 6 - 13 month service (183 days - 396 days) <ul style="list-style-type: none"> Minimum in-service requirement 183 days Mileage Penalties: <table style="width: 100%; border: none;"> <tr> <td style="width: 70%;">0-25,000</td> <td style="width: 30%; text-align: right;">\$0.00</td> </tr> <tr> <td>25,001-33,000</td> <td style="text-align: right;">\$0.35</td> </tr> <tr> <td>33,001 +</td> <td style="text-align: right;">Ineligible</td> </tr> </table> Deductible: \$700	0-25,000	\$0.00	25,001-33,000	\$0.35	33,001 +	Ineligible
0-25,000	\$0.00								
25,001-33,000	\$0.35								
33,001 +	Ineligible								
Camry	\$305								
Avalon	\$TBD								
RAV4 (both)	\$TBD								
Sienna	\$450								
Corolla	\$280								
Repurchase - Tier 2									
	Depreciation Monthly		Vehicle Parameters: 13 - 18 month service (397-549 days) <ul style="list-style-type: none"> Minimum in-service requirement 397 days Mileage penalties: <table style="width: 100%; border: none;"> <tr> <td style="width: 70%;">0-33,000</td> <td style="width: 30%; text-align: right;">\$0.00</td> </tr> <tr> <td>33,001-35,000</td> <td style="text-align: right;">\$0.25</td> </tr> <tr> <td>35,001+</td> <td style="text-align: right;">Ineligible</td> </tr> </table> Deductible: \$700	0-33,000	\$0.00	33,001-35,000	\$0.25	35,001+	Ineligible
0-33,000	\$0.00								
33,001-35,000	\$0.25								
35,001+	Ineligible								
Camry	\$295								
Avalon	\$TBD								
RAV4/ RAV4 (4x4)	\$TBD/\$TBD								
Sienna	\$435								
Corolla	\$260								
TIER VOLUME GUIDELINES									
TIER 1: MAXIMUM OF 40% OF TOTAL REPURCHASE TIER 2: MINIMUM OF 60% OF TOTAL REPURCHASE									
NOTES:									

2016 Toyota National Daily Rental Risk / Repurchase Program

1. Early Returns: Vehicles returned early will be accepted. However, they will be repurchased at the minimum in service days as contracted.
2. Monthly order & delivery volumes must be consistent with account's Production Matrix presented to your Toyota Fleet Department.
3. Monthly variances cannot be supported due to strict production scheduling constraints.
4. Depreciation rates within each tier will be determined by vehicle in-service dates as defined in the 2016 Toyota Daily Rental Repurchase Program (Toyota dealer invoice plus seven (7) calendar days).
5. All other policies and provisions of the 2016 Toyota Daily Rental Repurchase Program apply.
6. TMS reserves the right to re-evaluate and change monthly/daily rates until vehicle orders have been accepted and confirmed for production.

REPURCHASE SETTLEMENT CALCULATION

TMS will repurchase an eligible vehicle tendered by the Qualified Account for the "repurchase settlement amount", which is calculated as follows:

TMS Dealer Invoice		\$ xxx.xx
+ Eligible and/or required factory installed options (at Dealer cost)		+ xx.xx
+ DPH-Delivery		+ <u>xx.xx</u>
= Total Vehicle Capitalized Cost		\$ xxx.xx
Less: Depreciation based on days in service		\$ xx.xx
Applicable mileage/depreciation penalties		\$ xx.xx
Required repairs in excess of \$700		\$ xx.xx
Any return special fee/rebate		\$ xx.xx
Any other specific chargeable item detailed in The General Turn-back Procedures		<u>\$ xx.xx</u>
= Total Repurchase Settlement Amount	=	\$ xxx.xx

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.
- Damage deductible is based on number of days in-service.

GENERAL ELIGIBILITY

All Qualified Accounts participating in the 2016 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.

2016 Toyota National Daily Rental Risk / Repurchase Program

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 (SIA, 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 (TMS) 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. TMS 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 TMS.

REPURCHASE PROGRAM GENERAL POLICIES

2016 Toyota National Daily Rental Risk / Repurchase Program

- Under the Program, only qualified vehicles are eligible for repurchase.
- **All eligible Repurchase vehicles must be identified as “REPURCHASE” at time of turn-in.** 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 TMS 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 TMS with a completed Repurchase Program Enrollment Form to participate in the 2016 Repurchase Program (form will be available at the www.fleet.toyota.com website).
- The Qualified Account must concur with TMS on the delivery and subsequent turn back locations as directed and approved by TMS.
- Acceptance of an order by the Toyota ordering system does not constitute a commitment from Toyota to build a vehicle. At TMS sole discretion, TMS 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 TMS 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 TMS 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

2016 Toyota National Daily Rental Risk / Repurchase Program

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 TMS 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 TMS.
- Vehicles that have not been presented with acceptable repair orders or 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 turned in 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 sold or leased at any time to public utilities, taxicab companies, and state, local, or federal government agencies.

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). The latest date an eligible Program Vehicle may be placed in service is August 31, 2016.

2016 Toyota National Daily Rental Risk / Repurchase Program

- **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 TMS.** The out-of-service-date may be extended by TMS if the following conditions are not met:
 - The auction marshaling/ramp location must be presented with a **condition report** approved and signed by an authorized representative of the Qualified Account.
 - An **odometer statement** completed by the Qualified Account.
 - A **clear title** to the vehicle received within five (5) business days of the date of inspection.

“Clear title” means 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 Turnback. 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 TMS 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 35,000 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) business days 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 business day.

As outlined in the general policies, the Qualified Account must provide TMS 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, TMS 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

2016 Toyota National Daily Rental Risk / Repurchase Program

UPON TURN IN, ALL PROGRAM VEHICLES MUST BE IDENTIFIED AS "REPURCHASE", ANY UNIDENTIFIED VEHICLE WILL BE SET ASIDE BY AUCTION STAFF UNTIL UNIT IS APPROPRIATELY IDENTIFIED AS REPURCHASE BY RENTAL ACCOUNT.

Returned repurchase vehicles should be identified as "Toyota Repurchase" when returned to the auctions. Toyota "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 50 percent of the total Qualified Account Program vehicles may be returned during a single calendar month without prior TMS approval.
- Auctions and assigned ramps participating in the Program are the only locations available for vehicle returns. TMS 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 TMS 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 Turnback 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:

Toyota Motor Sales, U.S.A., Inc.
Attention: Cheryl Davis, Fleet Program Administrator
19001 South Western Avenue, M.D. HQ32
Torrance, CA 90509-2991
Phone: (310) 468-2246
Email: Cheryl_Davis@toyota.com

2016 Toyota National Daily Rental Risk / Repurchase Program

REPURCHASED 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, TMS will use reasonable efforts to expedite payment to the Qualified Account. Normal processing time should not exceed forty-five (45) days.
- TMS 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 11, 2015 through the end of the year will be reconciled and repurchase settlement determined after January 5, 2016.
- 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 TMS and approved by TMS in advance of the return of the previously approved vehicles. TMS 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 TMS 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 TMS to the auction/marshaling ramp locations designated by TMS/TFS. No more than 50 percent of the total Qualified Account Program purchase may be returned during a single calendar month without prior TMS approval.
2. Designated auctions will use a standard "Vehicle Condition Report" approved by TMS, 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 \$600 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, TMS 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, TMS 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

2016 Toyota National Daily Rental Risk / Repurchase Program

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. TMS 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 TMS. Upon surrender, all Damage Deductibles and chargeables specified in the condition report will be applied by TMS 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 TMS and the auction/ramp. On a pre-approved basis, the Qualified Account may be permitted to replace parts, glass, trim and tires on site if satisfactory arrangements can be made with the auction/ramp. Authorized removal or on site repairs 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 TMS 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.

2016 Toyota National Daily Rental Risk / Repurchase Program

VEHICLE TURNBACK STANDARDS

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

TMS will absorb the cost of sheet metal/paint repairs on those units returned with less than \$700 (Tier One)/\$700 (Tier Two) 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.
 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 TMS 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 TMS in the maintenance booklet manuals. TMS 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, 1/16 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 \$500 fee will be deducted from the repurchase price.**
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 \$50 per Mat.**

2016 Toyota National Daily Rental Risk / Repurchase Program

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 TMS 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.
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 \$20.00 per copy.**
 - **Missing Keys and Remote Keyless Entry Fobs: Assessed a charge of \$300 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.

2016 Toyota National Daily Rental Risk / Repurchase Program

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 Sales, U.S.A., Inc. 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 SALES U.S.A., INC. 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.

2016 Toyota National Daily Rental Risk / Repurchase Program

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 TMS Repurchase Program return policies and procedures.
- Communicate and train auction personnel in all areas of the TMS Repurchase Program policies and procedures.

QUALIFIED ACCOUNT Responsibilities

- Complete Daily Rental Repurchase Enrollment Form after reviewing these Program Guidelines and submit to TMS.
- 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) business days of initial delivery. Claim must be filed with their TMS/PD Fleet Manager on any vehicle received with transportation damage.
- Coordinate shipment of vehicle(s) to the auction/ramp designated by TMS/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) business days 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) business days of the date of inspection or the out-of-service date will be adjusted to reflect this delay.
- Notify TMS 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.

All Attachments will be moved to the www.fleet.toyota.com website

2016 Toyota National Daily Rental Risk / Repurchase Program

ATTACHMENT 1 - Daily Rental Repurchase Program Model Specifications

Listed below are the details of the 2016MY Toyota Daily Rental Repurchase Program (the "Program"):

- *Program type: Repurchase Program*
- *Eligible Models: Specific models, equipment and colors are listed as follows:*
- *TMS/PD's Fleet Manager will notify Qualified Account of TMS' ability to produce vehicles during the requested production month.*
- *I hereby agree with the requested delivery schedule.*
- *I have read and understood the terms and conditions of the Program and agree to enroll and will in good faith adhere to the Program policies, procedures and guidelines.*
- *I understand that in order to participate, all enrollment forms and purchase orders must be received at TMS Fleet Department prior to vehicle ordering.*

2016 Toyota National Daily Rental Risk / Repurchase Program

2016 MODEL YEAR REPURCHASE PROGRAM REQUIRED OPTIONS & APPROVED INTERIOR/EXTERIOR COLORS

Camry LE

MODEL # 2532 (4Dr. Sedan) | 40% Order Mix

STANDARD EQUIPMENT	
<p><u>Mechanical and Performance:</u> 2.5L 178HP/173 4Cyl DOHC 16V w/Dual VVT-i SFI Eng. 6-Speed ECT-i Automatic Transmission 16" Steel Wheels w/P205/65R16 Tires with Full Wheel Covers Temporary Spare Tire Electric Power Steering (EPS) Pwr-Assisted FR Disc / Solid RR Disc</p>	<p><u>Safety:</u> Star Safety System – VSC w/TRAC Anti-lock Brake System (ABS) Elect. Brake-force Distribution (EBD) and Brake Assist & Smart Stop Technology (SST) 10 Airbags: Dr & Fr Pass Adv Air bag Sys, Dr & Fr Pass Knee & Seat-Mounted Side, Front & Rear Side Curtain, and Rear Seat-mounted Side Airbags Latch (Lwr Anchor & Tethers for children) For Outboard Rear Seating Positions Only Whiplash-Injury-Lessening Front Seats Tire Pressure Monitor System</p>
<p><u>Interior & Comfort:</u> Resin no logo door scuff plate Rotary starting system Wireless Door Lock Paint Protection Film Body Protection Film Day/Night Inside Rear View Mirror Immobilizer only anti-theft system Air Conditioner with Air Filter Display Audio: 6.1" Touch Screen, AM/FM/CD w/MP3/WMA, 6 Spkrs, Aux Jack, USB w/iPod Conn & Bluetooth 60/40 Split Fold-Down Rr Seats and Center Armrest w/cup holders Cruise Control, Power Windows w/Dr Side Auto UP/Down, Jam protection & Retained-Pwr Features Remote Keyless Entry System Tilt/Telescopic Steering Wheel w/Audio & Bluetooth Hands-Free Cntrls, Avg Fuel Consumption Gauge Variable Intermittent W/S Wipers, Rr Wnd Defogger w/Timer 4 Cup Hldrs & 6 In-Door Bottle Holders, 12 V Power Outlets</p>	<p><u>Exterior:</u> Projector-Beam Headlamps w/Auto On/Off feature Daytime Running Lights (DRL) with On/Off Switch Color-Keyed Folding Power Outside Mirrors Side Rocker Panels w/Chrome Inserts</p>
REQUIRED OPTIONAL EQUIPMENT	
FE - Emission code C4 – Carpet Floor Mats 16" Alloy Wheel	

COLORS : EXTERIOR / INTERIOR			
Exterior			Interior
Mix	Code	Color (new colors Bolded)	Code / Color / Mix
17%	040	Super White	FC00 Almond (15%) / FC10 Ash (55%) / FC20 Black (30%)
18%	1H1	Pre Dawn Gray Mica	FC10 Ash (70%) / FC20 Black (30%)
21%	1J9	Celestial Silver Metallic	FC10 Ash (55%) / FC20 Black (45%)
10%	1H2	Cosmic Gray Mica	FC10 Ash (50%) / FC20 Black (50%)
14%	218	Midnight Black Metallic	FC10 Ash (50%) / FC20 Black (50%)
8%	5B2	Crème Brulee Mica	FC00 Almond (70%) / FC20 Black (30%)
8%	8W6	Parisian Night Pearl	FC10 Ash (60%) / FC20 Black (40%)

2016 Toyota National Daily Rental Risk / Repurchase Program

2016 MODEL YEAR REPURCHASE PROGRAM REQUIRED OPTIONS & APPROVED INTERIOR/EXTERIOR COLORS

Camry SE

MODEL # 2546 (4Dr. Sedan) | 60% Order Mix

STANDARD EQUIPMENT	
<p>Mechanical and Performance: 2.5L 178HP 4Cyl DOHC 16V VVT-i SFI Eng. 6-Speed ECT-i Automatic Transmission w/Paddle Shifters Seat Fabric Material Change 17" 5-Spoke Alloy Wheels with P215/55R17 Tires Sport-Tuned Electric Power Steering Pwr-Assisted Fr/Solid Rr Disc Brakes Sport-Tuned Suspension Including Springs And Shock Absorbers</p>	<p>Safety: Star Safety System – VSC w/TRAC Anti-lock Brake System (ABS) Elect. Brake-force Distribution (EBD) and Brake Assist & Smart Stop Technology (SST) Dr & Fr Pass Knee & Seat-Mounted Side Front & Rear Side Curtain, And Rear Seat-Mounted Side Airbags LATCH(Lwr Anchor & Tethers for Children) For Outboard Rear Seating Positions Only Tire Pressure Monitor System Whiplash-Injury-Lessening Front Seats</p>
<p>Interior & Comfort: Resin no logo door scuff plate Rotary starting system Wireless Door Lock Paint Protection Film Body Protection Film Day/Night Inside Rear View Mirror Immobilizer only anti-theft system Air Conditioning w/Air Filter Display Audio: 6.1" Touch Screen, AM/FM/CD w/MP3/WMA, 6 Spkr, Aux Jack, USB w/iPod Conn & Bluetooth Softex-Trimmed(TM) Sport Seats 60/40 Split Fold-Down Rear Seats Cruise Control Pwr Windows w/Dr Side Auto Up/Down Remote Keyless Entry Sus Tilt/Telescopic Steering Wheel w/ Audio & Bluetooth Hands-Free Cntrl Variable Intermittent Windshield Wipers, 12V Power Outlets</p>	<p>Exterior: Projector-Beam Headlamps w/Auto On/Off Daytime Running Lights w/On/Off Switch Clr-Kyd Folding Heated Pwr Outside Mrrs Fog Lamps, Sport Mesh Fr Grille Integrated Fr & Rr Underbody Spoilers, Side Rocker Panels & Rear Spoiler Chrome-Tipped Exhaust</p>
REQUIRED OPTIONAL EQUIPMENT	
FE - Emission code C4 – Carpet Floor Mats	

COLORS : EXTERIOR / INTERIOR			
Exterior			Interior
Mix	Code	Color (new colors Bolded)	Code / Color / Mix
15%	040	Super White	FF15 Black/Ash 2-tone (25%) / FF20 Black (75%)
6%	070	Blizzard Pearl	FF15 Black/Ash 2-tone (30%) / FF20 Black (70%)
17%	1H1	Pre-Dawn Gray Mica	FF15 Black/Ash 2-tone (30%) / FF20 Black (70%)
12%	1H2	Cosmic Gray Mica	FF15 Black/Ash 2-tone (30%) / FF20 Black (70%)
18%	218	Midnight Black Metallic	FF15 Black/Ash 2-tone (20%) / FF20 Black (80%)
18%	1J9	Celestial Silver Metallic	FF15 Black/Ash 2-tone (30%) / FF20 Black (70%)
5%	3T3	Ruby Flare Pearl	FF15 Black/Ash 2-tone (50%) / FF20 Black (50%)

2016 Toyota National Daily Rental Risk / Repurchase Program

3%	5B2	Crème Brulee Mica	FF20 Black (100%)
6%	8W7	Blue Crush Metallic	FF15 Black/Ash 2-tone (30%) / FF20 Black (70%)

2016 MODEL YEAR REPURCHASE PROGRAM REQUIRED OPTIONS & APPROVED INTERIOR/EXTERIOR COLORS

Corolla LE

MODEL #1852 (4Dr. Sedan)

STANDARD EQUIPMENT

<p><u>Mechanical and Performance:</u> 1.8L 4-Cylinder DOHC 16V with Dual VVT-I; 132 hp @ 6000 rpm Ultra Low Emission Vehicle II Continuously Variable Transmission Front Wheel Drive Independent MacPherson Strut front suspension with stabilizer bar; torsion beam rear suspension with rear stabilizer bar Electric Power Steering (EPS); power-assisted rack-and-pinion Power-assisted Ventilated 10.8-in Fr Disc brakes; 9-in. Rr Drum brakes 16" steel Wheels with P205/55R16 tires</p>	<p><u>Safety:</u> Star Safety System includes Enhanced Vehicle Stability Control (VSC), Traction Control (TRAC), Anti-lock Brake System (ABS), Electronic Brake-force Distribution (EBD), Brake Assist (BA) and Smart Stop Technology (SST) Integrated fog lights Driver and front passenger Whiplash-injury Lessening (WIL) seats Adjustable front shoulder anchors, driver and front passenger seatbelt pretensioners with force limiters 8 airbags 3-Point Seatbelts for all Seat Positions LATCH(Lwr Anchor & Tethers for Children) Engine Immobilizer Tire Pressure Monitor System</p>
<p><u>Interior & Comfort:</u> Air Conditioner Cruise control With normal door scuff plate Mechanical starting system Needle punch trunk and deck carpet and mat 3-Spoke, Urethane Steering Wheel Immobilizer Anti-Theft System Entune audio: AM/FM CD player, 6 speakers, 6.1 VGA display, aux jac, USB 2.0 port with iPod connectivity and control, hands-free phone capability, phone book access and music streaming via Bluetooth wireless technology and touch-screen display Fabric LE seat material; 6-way adjustable driver's seat; 4-way adjustable front passenger seat with seatback pocket Second-row with center armrest and 2-cup holders Tilt/Telescopic 3-spoke steering wheel with audio 60/40 Split Fold-Down Rear Seat Pwr Windows w/ Dr-Side one touch up/down Remote Keyless Entry System Camera + W/H Back Monitor</p>	<p><u>Exterior:</u> Tire and disc wheel New painted front grille LED lowbeam headlights with halogen highbeams LED daytime running lights with on/off feature Color-Keyed Heated Power Outside Mirrors Color-keyed outside door handles Variable intermittent windshield wipers with mist cycle Door trim metallic In-glass AM/FM antenna Power door locks with automatic locking feature Wrap guard body protection film Full Cap 16 Wheel Cap</p>

REQUIRED OPTIONAL EQUIPMENT

FE - Emission code	C4 – Carpet Floor Mats
--------------------	------------------------

COLORS : EXTERIOR / INTERIOR

<u>Exterior</u>			<u>Interior</u>
Mix	Code	Color (new colors Bolded)	Code / Color / Mix

2016 Toyota National Daily Rental Risk / Repurchase Program

18%	040	Super White	FB01 Ivory 30% / FB16 Ash 70%
20%	1F7	Classic Silver Metallic	FB16 Ash 100%
24%	1F9	Slate Metallic	FB16 Ash 100%
14%	209	Black Sand Pearl	FB01 Ivory 30% / FB16 Ash 70%
13%	3R3	Barcelona Red Metallic	FB01 Ivory 30% / FB16 Ash 70%
7%	4V8	Brown Sugar Metallic	FB01 Ivory 70% / FB41 Amber 30%
4%	6W3	Evergreen Metallic	FB01 Ivory 40% / FB16 Ash 60%

2016 Toyota Rental Program

ATTACHMENT 2 - 2016 MODEL YEAR RISK/REPURCHASE ENROLLMENT FORM

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 Fax Completed Form to Cheryl Davis – 310-381-6535

ATTACHMENT 3 - VENDOR ACH AUTHORIZATION FORM

Vendor Number

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

Vendor Name

() _____
Telephone Number

Fleet I.D.

Federal Tax I.D.

Address

City

State

Zip Code

Account Specific for Deposits from Toyota Motor Sales

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 Sales, U.S.A., Inc., on behalf of the applicable Toyota Entity; to take the actions indicated below: I authorize Toyota Motor Sales, U.S.A., Inc., ("TMS"), 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 TMS Accounts Payable receives written authorization of a change or cancellation. Should an incorrect amount be deposited to this bank account in error, I authorize TMS, 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 TMS, 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 TMS 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

Mr. George Irving
Toyota Motor Sales, U.S.A, INC.
19001 South Western Avenue - Mail Drop HQ32
P.O. Box 2991
Torrance, California 90509-2991

Dear Mr. Irving:

We are requesting a change in our payoff instructions for the MY2016 Daily Rental Repurchase Program.

We understand that all future repurchase payments for the MY2016 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 MY2016 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: _____

LENDER'S ACKNOWLEDGMENT

We have been advised of our Qualified Account's desire to name _____ as joint payee on checks issued by Toyota Motor Sales, U.S.A., Inc. ("Toyota") covering the net repurchase price of MY 2016 Toyota vehicles under the 2016 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: _____

2016 Toyota Rental Program

TFS - LFS VEHICLE REMARKETING DEPARTMENT

MIKE REID - National Remarketing Manager

Ph. 310-468-6238 / Fax 310-468-3502

STEVE MILLER- Western Remarketing Group Manager - TFS Western Regional Office					
1900 S. State College Blvd. #500, Anaheim, CA 92806 Ph. 714-937-4488 / cell 714-300-5206 / Fax 714-937-4471					
**ADESA - Los Angeles (Fri) 11625 Nino Way Mira Loma, CA 91752 800-923-3725 - 951-361-9400 Fleet, TFS, LFS, Co Cars	ARM ALAA - Gary Botka (951) 727-3784	Administrative Contact Keri Sutton (951) 727-3802	Manheim San Diego 4691 Calle Joven Oceanside, CA 92057 760-754-3600 / FAX # 760-754-3690 TFS, LFS, Co Cars	ARM SDAA - Ray Perez FAX #310-381-5215	Administrative Contact Aaron Halcomb, Fleet (760) 754-4379 aaron.halcomb@manheim.com Logan Harman (760) 754-3675
**Manheim Phoenix AA (Thurs) 201 North 83rd Avenue Tolleson, AZ 85353 800-449-4749 Fleet, TFS, LFS, Co Cars	GPA - Ray Perez (623) 907-7083 FAX #310-381-5215	Stacey Sexton (623) 907-7086 Melissa Lammie (623) 478-7163	**Manheim Seattle AA (Wed) 19711 - 77th Avenue South Kent, WA 98032 206-762-1600 Fleet, TFS, LFS, Co Cars	SSAA - Chris Rodriguez (253) 437-2501 FAX #253-437-2601	Kyle Meuleners (253) 872-6800, Ext. 2054 Tara Schott (253) 872-6800, Ext. 2052
**Manheim San Francisco Bay (Wed) 29900 Auction Way Hayward, CA 94544 510-786-4500 Fleet, TFS, LFS, Co Cars	BCAA - John Martinez (510) 731-2387 FAX #510-731-2456, Rt. Fax #319-221-6499	Desiree Marks (510) 731-2438 Trent August (510) 731-2384	Norwalk Auto Auction 12405 East Rosecrans Avenue Norwalk, CA 90650 562-864-7464 / FAX #562-863-6133 TFS, LFS	NAA - Chris Rodriguez	Bill Corbett (562) 864-7464 bill@norwalkautoauction.com Elizabeth Farris (562) 278-8723
TIM PAVLICHEK - Central Remarketing Group Manager - TFS Central Regional Office					
2650 Warrenville Rd. #300, Downers Grove, IL 60515 Ph. 630-353-4820 / cell 859-806-9518 / Fax 630-353-4802					
**ADESA - Dallas (Thurs) 3501 N. Lancaster-Hutchins Road Hutchins, TX 75141 972-225-6000 - 800-923-3725 Fleet, TFS, LFS, Co Cars	ARM ADAL - Garrett Underdown (972) 225-6000 ext 4733 FAX #310-381-8299	Administrative Contact Angy Higginbotham (972) 284-4644 Julie Garrett (972) 284-4619	**Manheim Kansas City (Wed) 3901 N. Skiles Avenue Kansas City, MO 64161 (800) 247-7163 or (816) 452-4084 Fleet, TFS, Co Cars (Toyota)	ARM KCAA - Joe Manza (816) 459-2466 FAX #310-381-8299	Administrative Contact Robin Meyers (816) 459-2496 Julie Cox (816) 459-2495
ADESA Cincinnati/Dayton (Tues) 4400 William C. Good Blvd Franklin, OH 45005 937-746-4000 Fleet, TFS, Co Cars	ACIN - Sean Craig FAX #(937) 746-4093	Cheryl Young (937) 743-4752	**Manheim Milwaukee (Wed) 561 27th Street Caledonia, WI 53108 800-662-2947 Fleet, TFS, LFS, Co Cars	MMAA - Joe Manza (262) 824-2241 FAX #262-824-2570	Amy Pulda (262) 824-2316 Shane Nelson (262) 770-1422
Manheim Atlanta Auto Auction 4900 Buffington Road College Park, GA 30349 404-762-9211 TFS, LFS, Fleet, Co Cars	AAA - Ellis Humphreys (404) 669-5796 FAX #404-669-5759	Donna McCurry (404) 669-5765 donna.mccurry@manheim.com	Manheim Ohio (Tues) 3905 Jackson Pike Grove City, OH 43123-9300 (614) 871-2771 Fleet, TFS, Co Cars	OAA - Sean Craig FAX #614-871-6890	Michelle Smith (614) 871-6878 Andrea Karn (614) 871-6822
BOB BROOKS - Eastern Remarketing Group Manager - TFS Eastern Regional Office					
4 Galehall Drive #120, Parsippany, NJ 07054 Ph. 973-829-6787 / cell 310-890-4569 / Fax 319-221-6207					
**ADESA - Boston (Fri) 63 Western Avenue Framingham, MA 01702 800-923-3725 - 508-626-7000 Fleet, TFS, Co Cars (Toyota)	ARM ABOS - Jason Shupert (508) 270-5975 FAX #508-626-7058	Administrative Contact Ryan Clover - (508) 270-5976 Maria Rivera - (508) 270-5973 Lou Ellis - (508) 270-5970	**Manheim Orlando (Tues) 11801 W. Colonial Drive Ocoee, FL 34761 (800) 337-8491 Fleet, TFS, LFS, Co Cars	ARM FAAO - Scott Wilson (407) 905-8388 FAX #407-905-7998	Administrative Contact Mary Jane Sille (407) 905-8330
** ADESA - New Jersey (Thurs) 200 North Main Street Manville, NJ 08835 908-725-2200 - 800-923-3725 Fleet, TFS, Co Cars (Toyota)	ANJ - Ed Staniewicz (908) 725-2200 ext. 2648 FAX #866-929-3447	Christina Sabo (908) 725-2200, ext. 2626 Patty Miele (908) 725-2200, ext 2709	** Manheim PA (Fri) 1190 Lancaster Road Manheim, PA 17545 (800) 822-2886 Fleet, TFS, LFS, Co Cars	MAA - Bill Alston (717) 664-5748 FAX #717-665-1910	Lisa Watro (717) 664-5740
Manheim New Jersey 741 Route 68 - PO Box 188 Bordentown, NJ 08505 609-298-3400 / FAX #609-291-7918	NADE- Bill Alston	Fred Lackey (609) 298-3400 fred.lackey@manheim.com			
Richard Okida - Remarketing Administration Manager Torrance, CA Ph.310-468-3662 / Fax 310-468-3502			Casey Hughes - Remarketing Sales & Operations Manager Torrance, CA Ph. 310-468-7053 / cell 310-561-6371 / Fax 319-221-3793		
		Phone # Fax #			Phone # Fax #
Annalee Elliott - Project & Vendor Administrator		(310) 468-3558 (310) 381-4700	Jim Muller - Torrance ARM		(310) 468-2466 (310) 974-5738
Frances Navarro - Remarketing Administration Supervisor Administrative Support:		(310) 468-3745 (310) 381-4781	Beena Patel - Communications & Media Technology Administrator		(310) 468-4752 (310) 974-5697
	Cecilia Dy Janet Girardeau Diane Naval Mary L. Williams	(310) 468-3746 (310) 381-4787 (310) 468-3185 (310) 381-4726 (310) 468-2222 (310) 381-7270 (310) 468-5941 (310) 381-5979	Taek Chang - Remarketing Intelligence Administrator		(310) 468-6940 (310) 974-5196
Remarketing Conference Room - (310) 468-4867					

ATTACHMENT 8 – 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.

	TMS – All other states except HI	SET FL, SC, NC, GA, AL	GST TX, LA, OK, AR, MS
Contact Name:	TLS Claims	Steve Simoneaux	GST Freight Claims Team
Phone #	(800) 421-3407 Option #3	954-420-2105	713-580-3884
Fax #	(310) 381-5191	Please call before faxing claim	713-580-5890