

SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY

SPECIAL MEETING AGENDA

FRIDAY, JULY 28, 2023

10:00 A.M. (Closed Session (if any), immediately followed by Open Session)

MAIN AUDITORIUM – Norton Regional Event Center – 1601 East Third Street, San Bernardino, CA & 2013 Keene Circle, Spring Hill, TN 37174 (via Zoom)



A regional joint powers authority dedicated to the reuse of Norton Air Force Base for the economic benefit of the East Valley

Frank J. Navarro, President

Mayor, City of Colton

Rhodes Rigsby, Vice President

Councilmember, City of Loma Linda

Penny Lilburn, Secretary

Mayor Pro Tem, City of Highland

COMMISSION MEMBERS:

Dawn Rowe

Supervisor, County of San Bernardino

Helen Tran

Mayor, City of San Bernardino

Theodore Sanchez

Councilmember, City of San Bernardino

ALTERNATE COMMISSION MEMBERS:

Phillip Dupper

Mayor, City of Loma Linda

Joe Baca, Jr.

Supervisor, County of San Bernardino

Larry McCallon

Mayor, City of Highland

Fred Shorett

Mayor Pro Tem, City of San Bernardino

John Echevarria

Councilmember, City of Colton

- Full agenda packets are available at the SBIAA office, 1601 East Third Street, San Bernardino, California, will be provided at the meeting, and are posted in the Public Meetings/Agenda section of our website at www.sbiaa.org. Office hours are 8:00 a.m. to 5:00 p.m., Monday - Friday.
- Recordings of the SBIAA Commission meetings are available in the Public Meetings/Agenda section of our website at www.sbiaa.org.
- In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the SBIAA office at (909) 382-4100. Notification 48 hours prior to the meeting will enable SBIAA staff to make reasonable arrangements to ensure accessibility to this meeting.
- Anyone who wishes to speak during public comment or on a particular item will be requested to fill out a speaker slip. Prior to speaking, speaker slips should be turned in to the Clerk of the Board.
- Public comments for agenda items that are not public hearings will be limited to three minutes.
- Public comments for items that are not on the agenda will be limited to three minutes.
- The three-minute limitation shall apply to each member of the public and cannot be shared.
- An additional three minutes will be allotted to those who require translation services.

ORDER OF BUSINESS – CLOSED SESSION

This meeting of the governing Commission of the San Bernardino International Airport Authority will begin with Closed Session Public Comment and Closed Session, immediately followed by the Open Session portion of the meeting.

- **CALL TO ORDER**
- **CLOSED SESSION PUBLIC COMMENT**
- **LEGAL COUNSEL RECITES CLOSED SESSION ITEMS**
- **RECESS TO CLOSED SESSION**

A. **CALL TO ORDER / ROLL CALL**

B. **CLOSED SESSION PUBLIC COMMENT**

The Closed Session Public Comment portion of the San Bernardino International Airport Authority Commission meeting is limited to a maximum of three minutes for each speaker and comments will be limited to matters appearing on the Closed Session portion of the agenda. An additional three minutes will be allotted to those who require translation services. Additional opportunities for further Public Comment will be given during and at the end of the meeting.

C. **CLOSED SESSION**

An announcement is typically made prior to closed session discussions as to the potential for a reportable action at the conclusion of closed session.

- a. Conference with legal counsel pursuant to Government Code section 54956.9(d)(2), regarding significant exposure to litigation – one case.

D. **REPORT ON CLOSED SESSION**

Public announcement(s) will be made following closed session if there are any reportable actions taken during closed session.

ORDER OF BUSINESS – OPEN SESSION

- **CALL TO ORDER OPEN SESSION**
- **PLEDGE OF ALLEGIANCE**

E. ITEMS TO BE ADDED OR DELETED

Pursuant to Government Code Section 54954.2, items may be added on which there is a need to take immediate action, and the need for action came to the attention of the San Bernardino International Airport Authority subsequent to the posting of the agenda.

F. CONFLICT OF INTEREST DISCLOSURE

1. Members shall note agenda item contractors and subcontractors which may require member abstentions due to possible conflicts of interest.

[PRESENTER: Jennifer Farris; PAGE#: 006]

G. INFORMATIONAL ITEMS

It is intended that the following subject matters and their attachments are submitted to the Commission members for informational purposes only. No action is required with regard to these items in the form of a receive-and-file motion or otherwise. Members may inquire of staff as to any questions or seek clarifications, but no discussion may ensue other than to place an item on a subsequent agenda for further consideration. In such situations where permissible levels of discussion are conducted, members are reminded that staff has not presented the related contractor and interested parties conflicts of interest disclosures that are typically provided for agenda items for which action is intended to occur. Additionally, questions may arise as to negotiation strategies or other legal issues which are more appropriately addressed in a closed session discussion.

H. **COMMISSION CONSENT ITEMS**

The following consent items are expected to be routine and non-controversial and will be acted upon by the Commission at one time under unless the Commission directs that an item be held for further discussion.

I. **COMMISSION ACTION ITEMS**

Anyone who wishes to speak on a particular item will be requested to fill out a speaker slip. Prior to speaking, speaker slips should be turned in to the Clerk of the Board. Public comments for agenda items that are not public hearings will be limited to three minutes. An additional three minutes will be allotted to those who require translation services.

2. Consider and adopt Resolution No. 2023-04 of the San Bernardino International Airport Authority (SBIAA) changing the time of the regular meetings of the SBIAA Commission and amending Resolution No. 2012-11
[PRESENTER: Michael Burrows; PAGE#: 013]
3. Approve a lease agreement with Thunder International Group, Inc. (Thunder) for Building No. 56
[PRESENTER: Darrell Hale; PAGE#: 018]
4. Ratify the purchase of two (2) 2023 Ford Lightning Trucks with Citrus Motors Ontario, Inc. and Puente Hills Ford, LLC. in an amount not to exceed \$147,478
[PRESENTER: Michael Burrows; PAGE#: 023]

J. **ADDED AND DEFERRED ITEMS**

Deferred Items and Items which have been added pursuant to Government Code Section 54954.2 as noted above in Section E.

K. **OPEN SESSION PUBLIC COMMENT**


Anyone who wishes to speak during Open Session Public Comment will be requested to fill out a speaker slip. Prior to speaking, speaker slips should be given to the Clerk of the Board. Public comments for items that are not on the agenda will be limited to three minutes. The three-minute limitation shall apply to each member of the public and cannot be shared with other members of the public. An additional three minutes will be allotted to those who require translation services.

L. **COMMISSION MEMBER COMMENT**

Commission members may make announcements or give brief reports on activities or matters not appearing on the agenda, as well as provide direction to staff relating to matters which may be addressed at this time.

M. **ADJOURNMENT**

Unless otherwise noted, this meeting will be adjourned to the next meeting of the San Bernardino International Airport Authority Commission on Wednesday, August 23, 2023.

	<p>TO: San Bernardino International Airport Authority Commission</p> <p>DATE: July 28, 2023</p> <p>ITEM NO: 1</p> <p>PRESENTER: Jennifer Farris, Assistant Secretary of the Commission</p>
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SUBJECT: POSSIBLE CONFLICT OF INTEREST ISSUES FOR THE SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY (SBIAA) COMMISSION MEETING OF JULY 26, 2023

SUMMARY

This agenda contains recommendations for action relative to certain contractors/principals and their respective subcontractors. Care should be taken by each Commission member to review and consider the information provided herein to ensure they are in compliance with applicable conflict of interest laws.

RECOMMENDED ACTION(S)

Receive for information and consideration in accordance with applicable conflict of interest laws.

FISCAL IMPACT

None.

PREPARED BY:	Jennifer Farris
CERTIFIED AS TO AVAILABILITY OF FUNDS:	N/A
APPROVED AS TO FORM AND LEGAL CONTENT:	Scott Huber
FINAL APPROVAL:	Michael Burrows

BACKGROUND INFORMATION

The potential conflicts information provided in this report is intended to be used as a means for each voting member to verify campaign contributions from their individual campaign records. The following information is considered to be complete only to the best knowledge that has been disclosed to staff by the following listed contractors and in many instances may not be complete as of the date of publication of the agenda. Staff will endeavor to provide updates and supplements to the disclosure information to the extent additional contractor disclosure information becomes known to staff at or prior to each particular meeting time.

In addition to other provisions of law which prohibit San Bernardino International Airport Authority (SBIAA) Commission members from having financial interests in the contracts of public agencies, the provisions of California Government Code Section 84308 prohibit individual SBIAA Commission members from participating in any Commission proceeding involving a license, permit, or other entitlement for use pending before the Commission, if the individual member has received a contribution of more than two hundred fifty dollars (\$250.00) within the preceding twelve (12) months or for three (3) months following any such Commission proceeding, from any person, company or entity who is the subject of the proceeding, including parent-subsidary and certain otherwise related business entities as defined in the California Code of Regulations, Title 2, Division 6, Section 18438.5, or from any person who actively supports or opposes a particular decision in the proceeding and who has a financial interest in such decision, as defined in California Government Code Section 87103.

The restrictions of Government Code Section 84308 do not apply if the individual member returns the contribution within thirty (30) days from the time they know, or should have known, about the contribution and the proceeding.

This agenda contains recommendations for action relative to the following contractors/principals and their respective subcontractors (as informed to SBIAA staff by the Principals):

<u>Agenda Item No.</u>	<u>Contractors/Tenants</u>	<u>Subcontractors/Subtenants</u>
3.	<u>Thunder International Group, Inc. (Thunder)</u> MingMing Wang	None.
4.	<u>Citrus Motor Ontario, Inc.</u> Dennis A. Shannon, Jr.	None.
4.	<u>Puente Hills Ford, LLC.</u> Anthony G. Chavos	None.

CALIFORNIA CODES
GOVERNMENT CODE
SECTION 84308

84308. (a) The definitions set forth in this subdivision shall govern the interpretation of this section.

(1) "Party" means any person who files an application for, or is the subject of, a proceeding involving a license, permit, or other entitlement for use.

(2) "Participant" means any person who is not a party but who actively supports or opposes a particular decision in a proceeding involving a license, permit, or other entitlement for use and who has a financial interest in the decision, as described in Article 1 (commencing with Section 87100) of Chapter 7. A person actively supports or opposes a particular decision in a proceeding if he or she lobbies in person the officers or employees of the agency, testifies in person before the agency, or otherwise acts to influence officers of the agency.

(3) "Agency" means an agency as defined in Section 82003 except that it does not include the courts or any agency in the judicial branch of **government**, local governmental agencies whose members are directly elected by the voters, the Legislature, the Board of Equalization, or constitutional officers. However, this section applies to any person who is a member of an exempted agency but is acting as a voting member of another agency.

(4) "Officer" means any elected or appointed officer of an agency, any alternate to an elected or appointed officer of an agency, and any candidate for elective office in an agency.

(5) "License, permit, or other entitlement for use" means all business, professional, trade and land use licenses and permits and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor, or personal employment contracts), and all franchises.

(6) "Contribution" includes contributions to candidates and committees in federal, state, or local elections.

(b) No officer of an agency shall accept, solicit, or direct a contribution of more than two hundred fifty dollars (\$250) from any party, or his or her agent, or from any participant, or his or her agent, while a proceeding involving a license, permit, or other entitlement for use is pending before the agency and for three months following the date a final decision is rendered in the proceeding if the officer knows or has reason to know that the participant has a financial interest, as that term is used in Article 1 (commencing with Section 87100) of Chapter 7. This prohibition shall apply regardless of whether the officer accepts, solicits, or directs the contribution for himself or herself, or on behalf of any other officer, or on behalf of any candidate for office or on behalf of any committee.

(c) Prior to rendering any decision in a proceeding involving a license, permit or other entitlement for use pending before an agency, each officer of the agency who received a contribution within the preceding 12 months in an amount of more than two hundred fifty dollars (\$250) from a party or from any participant shall disclose that fact on the record of the proceeding. No officer of an agency shall make, participate in making, or in any way attempt to use his

or her official position to influence the decision in a proceeding involving a license, permit, or other entitlement for use pending before the agency if the officer has willfully or knowingly received a contribution in an amount of more than two hundred fifty dollars (\$250) within the preceding 12 months from a party or his or her agent, or from any participant, or his or her agent if the officer knows or has reason to know that the participant has a financial interest in the decision, as that term is described with respect to public officials in Article 1 (commencing with Section 87100) of Chapter 7.

If an officer receives a contribution which would otherwise require disqualification under this section, returns the contribution within 30 days from the time he or she knows, or should have known, about the contribution and the proceeding involving a license, permit, or other entitlement for use, he or she shall be permitted to participate in the proceeding.

(d) A party to a proceeding before an agency involving a license, permit, or other entitlement for use shall disclose on the record of the proceeding any contribution in an amount of more than two hundred fifty dollars (\$250) made within the preceding 12 months by the party, or his or her agent, to any officer of the agency. No party, or his or her agent, to a proceeding involving a license, permit, or other entitlement for use pending before any agency and no participant, or his or her agent, in the proceeding shall make a contribution of more than two hundred fifty dollars (\$250) to any officer of that agency during the proceeding and for three months following the date a final decision is rendered by the agency in the proceeding. When a closed corporation is a party to, or a participant in, a proceeding involving a license, permit, or other entitlement for use pending before an agency, the majority shareholder is subject to the disclosure and prohibition requirements specified in subdivisions (b), (c), and this subdivision.

(e) Nothing in this section shall be construed to imply that any contribution subject to being reported under this title shall not be so reported.

CALIFORNIA CODES
GOVERNMENT CODE
SECTION 87103

87103. A public official has a financial interest in a decision within the meaning of Section 87100 if it is reasonably foreseeable that the decision will have a material financial effect, distinguishable from its effect on the public generally, on the official, a member of his or her immediate family, or on any of the following:

(a) Any business entity in which the public official has a direct or indirect investment worth two thousand dollars (\$2,000) or more.

(b) Any real property in which the public official has a direct or indirect interest worth two thousand dollars (\$2,000) or more.

(c) Any source of income, except gifts or loans by a commercial lending institution made in the regular course of business on terms available to the public without regard to official status, aggregating five hundred dollars (\$500) or more in value provided or promised to, received by, the public official within 12 months prior to the time when the decision is made.

(d) Any business entity in which the public official is a director, officer, partner, trustee, employee, or holds any position of management.

(e) Any donor of, or any intermediary or agent for a donor of, a gift or gifts aggregating two hundred fifty dollars (\$250) or more in value provided to, received by, or promised to the public official within 12 months prior to the time when the decision is made. The amount of the value of gifts specified by this subdivision shall be adjusted biennially by the commission to equal the same amount determined by the commission pursuant to subdivision (f) of Section 89503.

For purposes of this section, indirect investment or interest means any investment or interest owned by the spouse or dependent child of a public official, by an agent on behalf of a public official, or by a business entity or trust in which the official, the official's agents, spouse, and dependent children own directly, indirectly, or beneficially a 10-percent interest or greater.

(Regulations of the Fair Political Practices Commission, Title 2, Division 6, California Code of Regulations.)

§ 18438.5. Aggregated Contributions Under Section 84308.

For purposes of Section 84308:

(a) Notwithstanding the provisions of Regulation 18215.1, to determine whether a contribution of more than \$250 has been made by any party to a proceeding, contributions made by a party's parent, subsidiary, or otherwise related business entity, (as those relationships are defined in subdivision (b) below), shall be aggregated and treated as if received from the party for purposes of the limitations and disclosure provisions of Section 84308.

(b) Parent, Subsidiary, Otherwise Related Business entity, defined.

(1) Parent-subsidiary. A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

(2) Otherwise related business entity. Business entities, including corporations, partnerships, joint ventures and any other organizations and enterprises operated for profit, which do not have a parent-subsidiary relationship are otherwise related if any one of the following three tests is met:

(A) One business entity has a controlling ownership interest in the other business entity.

(B) There is shared management and control between the entities. In determining whether there is shared management and control, consideration should be given to the following factors:

(i) The same person or substantially the same person owns and manages the two entities;

(ii) There are common or commingled funds or assets;

(iii) The business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis;

1 (iv) There is otherwise a regular and close working relationship between the entities; or

2 (C) A controlling owner (50% or greater interest as a shareholder or as a general partner)

3 in one entity also is a controlling owner in the other entity.

4 Note: Authority cited: Section 83112, Government Code. Reference: Section 84308,

5 Government Code.

6 HISTORY

7 1. New section filed 5-26-2006; operative 6-25-2006. Submitted to OAL for filing pursuant to

8 *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924,

9 California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992

10 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements

11 and not subject to procedural or substantive review by OAL) (Register 2006, No. 21). For prior

12 history of section 18438.5, see Register 85, No. 8.

13 2. Amendment filed 8-12-2014; operative 9-11-2014 pursuant to title 2, section 18312(e)(1) of

14 the California Code of Regulations. Submitted to OAL for filing and printing pursuant to *Fair*

15 *Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California

16 Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC

17 regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not

18 subject to procedural or substantive review by OAL) (Register 2014, No. 33).



TO: San Bernardino International Airport Authority Commission

DATE: July 28, 2023

ITEM NO: 2

PRESENTER: Michael Burrows, Chief Executive Officer

SUBJECT: CONSIDER AND ADOPT RESOLUTION NO. 2023-04 OF THE SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY (SBIAA) CHANGING THE TIME OF THE REGULAR MEETINGS OF THE SBIAA COMMISSION AND AMENDING RESOLUTION NO. 2012-11

SUMMARY

In order to more efficiently fulfill the responsibilities of the SBIAA Commission, it is appropriate to adopt Resolution No. 2023-04, changing the time of the regular meetings of the SBIAA Commission and amending Resolution No. 2012-11.

RECOMMENDED ACTION(S)

Consider and adopt Resolution No. 2023-04 of the San Bernardino International Airport Authority (SBIAA) changing the time of the regular meetings of the SBIAA Commission and amending Resolution No. 2012-11.

FISCAL IMPACT

None.

PREPARED BY:	Jennifer Farris
CERTIFIED AS TO AVAILABILITY OF FUNDS:	N/A
APPROVED AS TO FORM AND LEGAL CONTENT:	Scott Huber
FINAL APPROVAL:	Michael Burrows

BACKGROUND INFORMATION

On May 13, 1992, the San Bernardino International Airport Authority (SBIAA) Commission adopted Resolution No 1-92, fixing the date, hour, and place of the regular meetings. On April 7, 1993, the SBIAA Commission adopted Resolution No. 93-2, amending Resolution No. 1-92. On May 11, 1994, the SBIAA Commission adopted Resolution No. 94-4 fixing the date, time, and place of the regular meetings of the SBIAA Commission.

On December 12, 2012, the San Bernardino International Airport Authority (SBIAA) Commission adopted Resolution No. 2012-11, changing the location of the regular meetings of the SBIAA Commission and amending Resolution Nos. 94-4, 2012-02, 2012-04, and 2012-08.

Pursuant to the provisions of the Joint Powers Agreement of the SBIAA, a resolution of the governing body must be adopted fixing the date, time, and place of the regular meetings of the Commission. Provided herewith for your consideration is Resolution No. 2023-04, the adoption of which would change the time of the regular meetings of the SBIAA Commission as follows:

DATE: Fourth (4th) Wednesday of each month

TIME: 5:00 p.m.

LOCATION: Norton Regional Event Center
1601 E. Third Street
San Bernardino, CA 92408

Attachments:

1. Draft Resolution No. 2023-04

RESOLUTION NO. 2023-04

RESOLUTION OF THE SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY (SBIAA) CHANGING THE TIME OF THE REGULAR MEETINGS OF THE SBIAA COMMISSION AND AMENDING RESOLUTION NO. 2012-11

WHEREAS, the San Bernardino International Airport Authority (the "SBIAA") is a joint powers authority created pursuant to Government Code Sections 6500, et seq., established in 1992 pursuant to certain Joint Exercise of Powers Agreement creating an Agency To Be Known As The San Bernardino International Airport Authority, dated as May 20, 1992, by and among the County of San Bernardino, the City of Colton, the City of Highland, the City of Loma Linda, and the City of San Bernardino; and

WHEREAS, Section 2.C. (1) of the Agreement requires the SBIAA Commission, as the governing body of the SBIAA, to fix the date, time and place of the holding of the regular meetings of the Commission by resolution; and

WHEREAS, on May 13, 1992, the governing body of the SBIAA Commission adopted Resolution No. 1-92 fixing the date of the regular meetings as the 1st and 3rd Wednesday of each month, the time as 3:00 p.m., and the place as 825 E. Third Street, San Bernardino, California; and

WHEREAS, on April 7, 1993, the governing body of the SBIAA Commission adopted Resolution No. 93-2, the adoption of which amended Resolution No. 1-92, fixing the date of the regular meetings as the 1st and 3rd Wednesday of each month, the time as 3:00 p.m., and the place as 201 North "E" Street, 3rd Floor, San Bernardino, California; and

WHEREAS, on May 11, 1994, the governing board of the SBIAA Commission adopted Resolution No. 94-4, the adoption of which amended Resolution No. 93-2, fixing the date of the regular meetings as the 2nd and 4th Wednesday of each month, the time as 3:00 p.m., and the place as Loma Linda City Hall, Council Chambers, 25541 Barton Road, Loma Linda, California; and

WHEREAS, on December 12, 2012, the SBIAA Commission adopted Resolution No. 2012-11, changing the location of the regular meetings of the SBIAA Commission, and amending Resolution No. 94-4, 2012-02, 2012-04, and 2012-08; and

WHEREAS, the SBIAA Commission deems it reasonable and appropriate to amend Resolution No. 2012-11, changing the time of the regular meetings of the SBIAA Commission to 5:00 p.m.

NOW THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED BY THIS BOARD AS THE GOVERNING BODY OF THE SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY, AS FOLLOWS:

SECTION 1. The above Recitals are true and correct and are incorporated herein by this reference.

SECTION 2. The governing Commission of the SBIAA hereby fixes and designates the date, time, and location of the regular meetings of the SBIAA Commission as follows:

DATE: Fourth (4th) Wednesday of each month.

TIME: 5:00 p.m.

LOCATION: Norton Regional Event Center
1601 E. Third Street
San Bernardino, CA 92408

SECTION 3. The Assistant Secretary of the Commission is hereby directed to send a copy of the adopted, fully executed Resolution No. 2023-04 to each Commission Member.

SECTION 4. Resolution No. 2012-11 is hereby amended as set forth above. This Resolution shall become effective immediately upon its adoption.

[SIGNATURES ON FOLLOWING PAGE]

PASSED, APPROVED AND ADOPTED this 28th day of July 2023.

Frank J. Navarro, President
San Bernardino International Airport Authority

(SEAL)

Attest:

Jennifer Farris, Assistant Secretary of the Commission
San Bernardino International Airport Authority

I, Jennifer Farris, Assistant Secretary of the Commission of the San Bernardino International Airport Authority (SBIAA) do hereby certify that the foregoing Resolution No. 2023-04 was duly and regularly passed and adopted by the SBIAA governing Commission at a Special meeting thereof, held on the 28th day of July, 2023, that the foregoing is a full, true and correct copy of said Resolution and has not been amended or repealed.

(SEAL)

Attest:

Jennifer Farris, Assistant Secretary of the Commission
San Bernardino International Airport Authority



TO: San Bernardino International Airport Authority Commission

DATE: July 28, 2023

ITEM NO: 3

PRESENTER: Darrell Hale, Property Manager

SUBJECT: APPROVE A LEASE AGREEMENT WITH THUNDER INTERNATIONAL GROUP, INC. (THUNDER) FOR BUILDING NO. 56

SUMMARY

The proposed lease with Thunder International Group, Inc. would affect approximately 35,508 square feet of interior space within the former Norton Air Force Base Building No. 56 (the Commissary building) located at 114 S. Del Rosa Drive, San Bernardino, CA 92408. The building suite was previously occupied by the San Bernardino County Fire Protection District and is currently vacant. Thunder is an international freight-forwarding company located in the City of Industry and operates over six facilities within the United States. The site would expand Thunder's Southern California operations while facilitating additional international air cargo opportunities at SBD Airport.

RECOMMENDED ACTION(S)

Approve a lease agreement with Thunder International Group, Inc. for Building No. 56; and authorize the Chief Executive Officer to execute all related documents; subject to technical and conforming changes as approved by legal counsel.

FISCAL IMPACT

\$323,123 increase in estimated revenue. The approved San Bernardino International Airport Authority (SBIAA) Fiscal Year 2023-24 Budget, Property Management Fund, Account 41700 - Lease Revenue in the amount of \$844,605 will increase by \$323,123 to \$1,167,728 due to this lease agreement.

PREPARED BY:	Darrell Hale
CERTIFIED AS TO AVAILABILITY OF FUNDS:	Mark Cousineau
APPROVED AS TO FORM AND LEGAL CONTENT:	Scott Huber
FINAL APPROVAL:	Michael Burrows

BACKGROUND INFORMATION

Thunder International Group Inc., (Thunder) is a California Corporation that specializes in ocean, ground, and air freight-forwarding operations. The company was founded in Los Angeles in 2020 and has grown into an international cross-border logistics company that integrates domestic warehousing and shipment, global express, and small parcel inbound and outbound. Services include first-line transportation, customs clearance, warehousing, and terminal dispatch capabilities. Thunder currently employs 140 employees and operates over six (6) locations across the United States (see below).



- California Warehouse Address (Corporate office):
19465-19485 E Walnut Dr N, City of Industry, CA, 91748;
20450 Business Pkwy Bldg. B, City of Industry CA 91789.
- Chicago Warehouse Address:
360 Veterans Pkwy, Unit 110, Bolingbrook, IL 60440.
- Houston Warehouse Address:
8828 Taub Rd, STE 600, Houston, TX 77064.
- Atlanta Warehouse Address:
3270 Summit Ridge Pkwy, STE 110, Duluth, GA 30096.
- Portland Warehouse Address:
14125 NE Airport Way, Portland, OR 97230.
- New Jersey Warehouse Address:
99 Caven Point Rd, STE A, Jersey City, NJ 07035

Principal lease terms and conditions by and between SBIAA and Thunder are as follows:

- Premises – approximately 35,508 square feet of interior building space
- Initial Lease Term of five (5)-years, with one (1), five (5)-year extension thereafter, subject to annual CPI adjustments
- Extended term to be at the then existing fair marketvalue rate
- Two (2) month's security deposit upon execution of Lease
- Initial monthly lease revenue of \$46,160.40 (53,924.80 annually)
- Early possession period of one hundred twenty days (120) to allow for tenant improvements to be completed (eg. demolition of portions of office areas), which work will be performed at the sole cost and expense of Thunder. Execution of lease and early possession anticipated to commence on August 15, 2023
- SBIAA to disconnect and safe-end utilities and HVAC serving office areas subject to removal by Thunder
- SBIAA to retain maintenance of building roof, walls, foundations and fire suppression.
- Thunder would maintain all portions of the premises and pay all applicable utility usage charges. Utilities billed by SBIAA on a net-30 basis

- Thunder would be required to comply with all applicable laws, Airport, FAA, and TSA rules and regulations

SBIAA's standard form commercial lease would be used for this agreement.

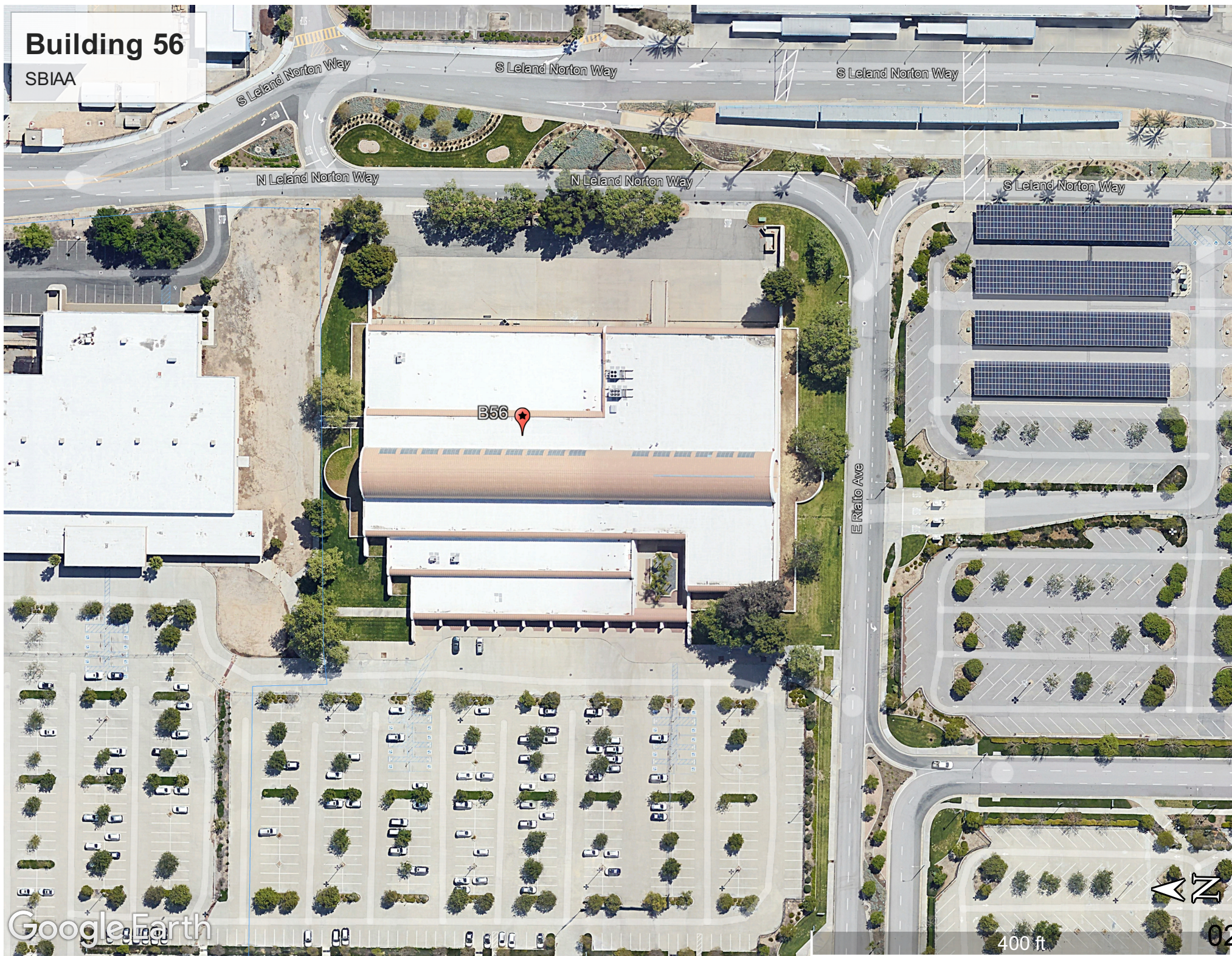
As time is of the essence for the proposed tenant to initiate building improvements and permitting, Staff recommends the Commission approve the recommended action as set forth above.

Attachments:

1. Site Map
2. Lease Exhibit

Building 56

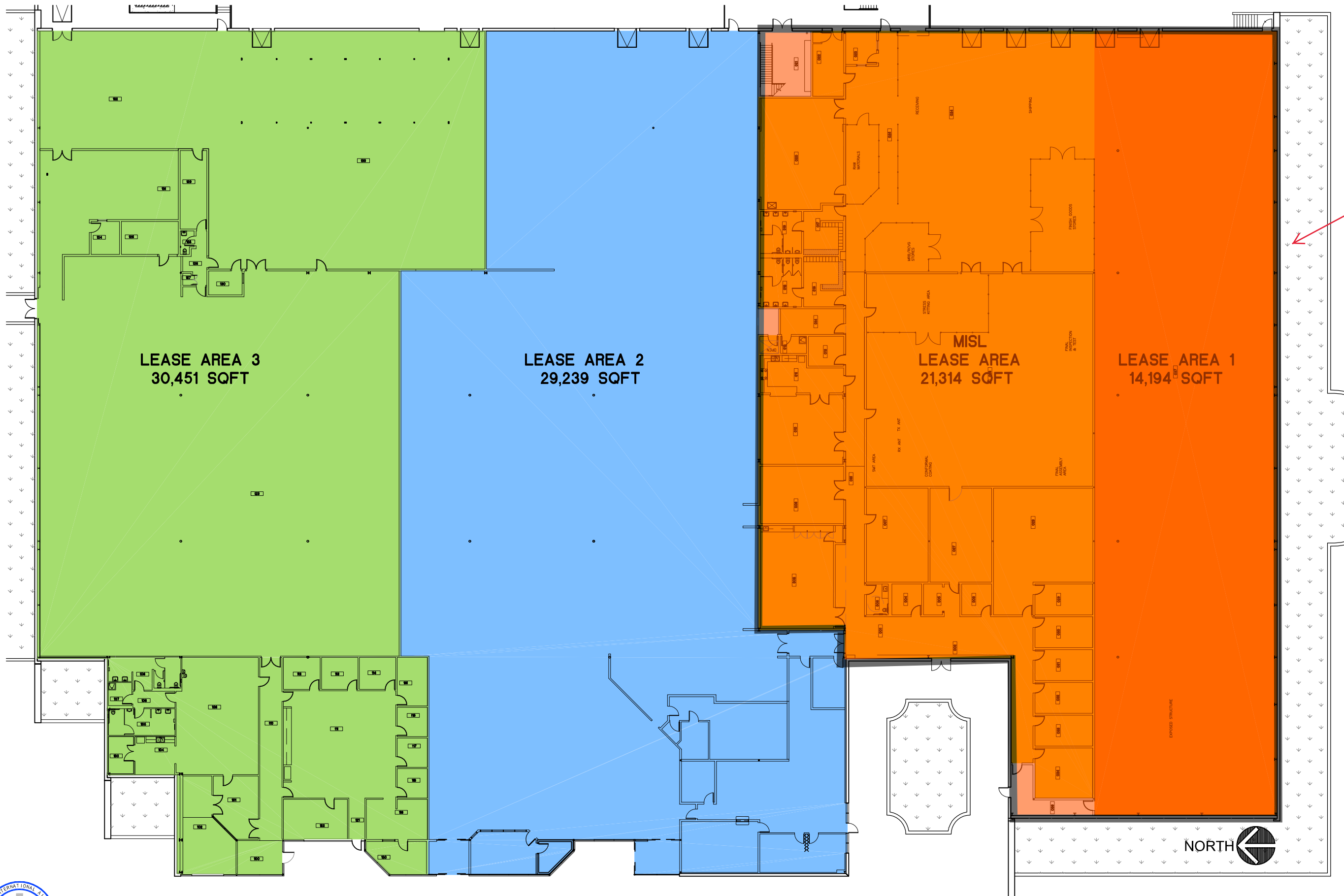
SBIAA



Google Earth

400 ft

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Thunder X





TO: San Bernardino International Airport Authority Commission

DATE: July 28, 2023

ITEM NO: 4

PRESENTER: Michael Burrows, Chief Executive Officer

SUBJECT: RATIFY THE PURCHASE OF TWO (2) 2023 FORD LIGHTNING TRUCKS WITH CITRUS MOTORS ONTARIO, INC. AND PUENTE HILLS FORD, LLC. IN AN AMOUNT NOT TO EXCEED \$147,478

SUMMARY

On September 28, 2022, the San Bernardino International Airport Authority (SBIAA) Commission approved the purchase of two (2) 2023 Ford Lightning trucks with Fairview Ford for an amount not to exceed \$126,328. While the dealer made assurances that the trucks were available, Fairview Ford remains unable to source the trucks and remains unable to source other truck options. Therefore, Staff has continued to contact multiple dealers and the manufacturer for alternatives. Fortunately, two (2) Ford Lightning trucks were just now able to be located and are on the respective lots ready for delivery.

RECOMMENDED ACTION(S)

Ratify the purchase of two (2) 2023 Ford Lightning trucks with Citrus Motors Ontario, Inc. and Puente Hills Ford, LLC in an amount not to exceed \$147,478; and authorize the Chief Executive Officer to execute all related documents.

FISCAL IMPACT

None. Funding for this acquisition is included in the approved Fiscal Year 2023-2024 Budget in the Capital Project Fund, Account 52605 –Airport Green Energy Element in the amount of \$160,000 of which \$147,478 is allocated to these purchases.

PREPARED BY:	Michael Burrows
CERTIFIED AS TO AVAILABILITY OF FUNDS:	Mark Cousineau
APPROVED AS TO FORM AND LEGAL CONTENT:	Scott Huber
FINAL APPROVAL:	Michael Burrows

BACKGROUND INFORMATION

On September 28, 2022, the San Bernardino International Airport Authority (SBIAA) Commission approved the purchase of two (2) 2023 Ford Lightning trucks with Fairview Ford for an amount not to exceed \$126,328. The original quotes contemplated purchase of either a Pro or XLT model depending on availability. While the dealer made assurances that the trucks were available, Fairview Ford remains unable to source the trucks and remains unable to source other truck options. Therefore, Staff has continued to contact multiple dealers and the manufacturer for alternatives. Fortunately, two (2) Ford Lightning trucks were just now able to be located and are on the respective lots ready for delivery. One is an F-150 Lightning PRO model from Puente Hills Ford, LLC and the other is an F-150 Lightning XLT model from Citrus Motors Ontario, Inc. (Citrus Motors Ford) in Ontario. Both dealers were aware of the Airport's lengthy effort to locate these electric trucks; however, significant competition from other agencies required immediate approval of the order to secure the vehicles.

Acquisition of two electric fleet vehicles is a part of the Airport's approved Green Energy Element; however, due to the on-going supply chain challenges, the Chief Executive Officer contacted the President of the Commission and requested approval to complete the order. The total purchase remains within the adopted SBIAA 2023/24 budget for these vehicles (see summary below).

	Year/Model	Trim Level	Quantity	Price
1	2023 Ford F-150 Lightning	PRO	1	\$67,080.69
2	2024 Ford F-150 Lightning	XLT	1	\$80,396.44
	Total			\$147,477.13

Staff recommends that the Commission approve the above recommended action.

Attachments:

1. Quote from Puente Hills Ford for PRO (including tax)
2. Quote from Citrus Ford for XLT (including tax)

CONTRACT#: 000184627

DEAL#: 100640

CUST#: 1007691

RETAIL INSTALLMENT SALE CONTRACT – SIMPLE FINANCE CHARGE (WITH ARBITRATION PROVISION)

Buyer Name and Address (Including County and Zip Code) SAN BERNARDINO INTERNATIONAL AIRPORT 105 N LELAND NORTON WAY 7 SAN BERNARDINO CA 92408 COUNTY: SAN BERNARDINO Cell: 626-824-4546 Email: JBARROW@SBDIAIRPORT.COM	Co-Buyer Name and Address (Including County and Zip Code) N/A Cell: N/A Email: N/A	Seller-Creditor (Name and Address) PUEENTE HILLS FORD 17340 E GALE AVE CITY OF INDUSTRY, CA 91748 626-346-5900
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You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements in this contract. You agree to pay the Seller - Creditor (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-In-Lending Disclosures below are part of this contract.

New/Used	Year	Make and Model	Odometer	Vehicle Identification Number	Primary Use For Which Purchased
NEW	2023	FORD F-150	64	1FTVW1ELXPWG18110	Personal, family, or household unless otherwise indicated below <input type="checkbox"/> business or commercial

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.	Total Sale Price The total cost of your purchase on credit, including your down payment of
0.00 %	\$ 0.00 (e)	\$ 67080.69 (e)	\$ 67080.69 (e)	\$ 500.00 is \$ 67580.69 (e)

(e) means an estimate

YOUR PAYMENT SCHEDULE WILL BE:

Number of Payments:	Amount of Payments:	When Payments Are Due:
One Payment of	\$ N/A	N/A
One Payment of	\$ N/A	N/A
One Payment of	\$ N/A	N/A
1	\$ 67080.69	MONTHLY beginning 09/08/2023
N/A	\$ N/A	N/A
One final payment	\$ 67080.69	09/08/2023

Late Charge. If payment is not received in full within 10 days after it is due, you will pay a late charge of 5% of the part of the payment that is late.
Prepayment. If you pay early, you may be charged a minimum finance charge.
Security Interest. You are giving a security interest in the vehicle being purchased.
Additional Information: See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date, minimum finance charges, and security interest.

STATEMENT OF INSURANCE

NOTICE. No person is required as a condition of financing the purchase of a motor vehicle to purchase or negotiate any insurance through a particular insurance company, agent or broker. You are not required to buy any other insurance to obtain credit. Your decision to buy or not buy other insurance will not be a factor in the credit approval process.

Vehicle Insurance

	Term	Premium
\$ N/A Ded. Comp., Fire & Theft	N/A Mos.	\$ N/A
\$ N/A Ded. Collision	N/A Mos.	\$ N/A
Bodily Injury \$ N/A Limits	N/A Mos.	\$ N/A
Property Damage \$ N/A Limits	N/A Mos.	\$ N/A
Medical N/A	N/A Mos.	\$ N/A
N/A	N/A Mos.	\$ N/A
Total Vehicle Insurance Premiums		\$ N/A

UNLESS A CHARGE IS INCLUDED IN THIS AGREEMENT FOR PUBLIC LIABILITY OR PROPERTY DAMAGE INSURANCE, PAYMENT FOR SUCH COVERAGE IS NOT PROVIDED BY THIS AGREEMENT.

You may buy the physical damage insurance this contract requires from anyone you choose who is acceptable to us. You may also provide the physical damage insurance through an existing policy owned or controlled by you that is acceptable to us. You are not required to buy any other insurance to obtain credit.

SAN BERNARDINO INTERNATIONAL AIRPORT BY:
Buyer X

Co-Buyer X **N/A**

Seller X

Trade-In Payoff Agreement: Seller relied on information from you and/or the lienholder or lessor of your trade-in vehicle(s) to arrive at the payoff amount shown as the Prior Credit or Lease Balance in Trade-In Vehicle(s). You understand that the amount quoted is an estimate. Seller agrees to pay the payoff amount shown as the Prior Credit or Lease Balance in Trade-In Vehicle(s) to the lienholder or lessor of the trade-in vehicle(s), or its designee. If the actual payoff amount is more than the amount shown as the Prior Credit or Lease Balance in Trade-In Vehicle(s), you must pay the Seller the excess on demand. If the actual payoff amount is less than the amount shown as the Prior Credit or Lease Balance in Trade-In Vehicle(s), Seller will refund to you any overage Seller receives from your prior lienholder or lessor. Except as stated in the "NOTICE" on page 5 of this contract, any assignee of this contract will not be obligated to pay the Prior Credit or Lease Balance shown in Trade-In Vehicle(s) or any refund. You agree to sign or provide any documents Seller reasonably requires to effect the transfer of the Trade-In Vehicle to Seller or its designee.

Buyer Signature X **N/A** **Co-Buyer Signature X** **N/A**

AUTO BROKER FEE DISCLOSURE

If this contract reflects the retail sale of a new motor vehicle, the sale is not subject to a fee received by an autobroker from us unless the following box is checked:

☐ Name of autobroker receiving fee, if applicable: **N/A**

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

SAN BERNARDINO INTERNATIONAL AIRPORT BY:

Buyer Signs X **Co-Buyer Signs X** **N/A**

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SAN BERNARDINO INTERNATIONAL AIRPORT BY:

Buyer Signs X **Co-Buyer Signs X** **N/A**

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ITEMIZATION OF THE AMOUNT FINANCED (Seller may keep part of the amounts paid to others.)**1. Total Cash Price**

A. Cash Price of Motor Vehicle and Accessories \$ 61080.00 (A)
 1. Cash Price Vehicle \$ 61080.00
 2. Cash Price Accessories \$ N/A
 3. Other (Nontaxable) Describe N/A \$ N/A
 4. Other (Nontaxable) Describe N/A \$ N/A
 B. Document Processing Charge (not a governmental fee) \$ 85.00 (B)
 C. Emissions Testing Charge (not a governmental fee) \$ N/A (C)
 D. (Optional) Theft Deterrent Device(s)
 1. (paid to) N/A \$ N/A (D1)
 2. (paid to) N/A \$ N/A (D2)
 3. (paid to) N/A \$ N/A (D3)
 E. (Optional) Surface Protection Product(s)
 1. (paid to) N/A \$ N/A (E1)
 2. (paid to) N/A \$ N/A (E2)
 F. EV Charging Station (paid to) N/A \$ N/A (F)
 G. Sales Tax (on taxable items in A through F) \$ 5351.94 (G)
 H. Electronic Vehicle Registration or Transfer Charge
 (not a governmental fee) (paid to) MVSC \$ 33.00 (H)
 I. (Optional) Service Contract(s)
 1. (paid to) N/A \$ N/A (I1)
 2. (paid to) N/A \$ N/A (I2)
 3. (paid to) N/A \$ N/A (I3)
 4. (paid to) N/A \$ N/A (I4)
 5. (paid to) N/A \$ N/A (I5)
 J. Prior Credit or Lease Balance (e) paid by Seller to N/A \$ N/A (J)
 (see downpayment and trade-in calculation)
 K. Prior Credit or Lease Balance (e) paid by Seller to N/A \$ N/A (K)
 (see downpayment and trade-in calculation)
 L. (Optional) Debt Cancellation Agreement or Guaranteed Asset Protection Waiver \$ N/A (L)
 M. (Optional) Used Vehicle Contract Cancellation Option Agreement \$ N/A (M)
 N. Other paid to N/A For N/A \$ N/A (N)
 O. Other paid to N/A For N/A \$ N/A (O)
Total Cash Price (A through O) \$ 66549.94 (1)

2. Amounts Paid to Public Officials

A. Vehicle License Fees **ESTIMATE** \$ 397.00 (A)
 B. Registration/Transfer/Titling Fees \$ 625.00 (B)
 C. California Tire Fees \$ 8.75 (C)
 D. Other N/A \$ N/A (D)
Total Official Fees (A through D) \$ 1030.75 (2)

3. Amount Paid to Insurance Companies (Total premiums from Statement of Insurance)

\$ N/A (3)

4. ☐ State Emissions Certification Fee or ☐ State Emissions Exemption Fee

\$ N/A (4)

5. Subtotal (1 through 4)

\$ 67580.69 (5)

6. Total Downpayment

A. Total Agreed Value of Property Being Traded-In (see Trade-In Vehicle(s)): \$ N/A (A)
 Vehicle 1 \$ N/A Vehicle 2 \$ N/A
 B. Total Less Prior Credit or Lease Balance (e) \$ N/A (B)
 Vehicle 1 \$ N/A Vehicle 2 \$ N/A
 C. Total Net Trade-In (A-B) \$ N/A (C)
 Vehicle 1 \$ N/A Vehicle 2 \$ N/A
 D. Deferred Downpayment Payable to Seller \$ N/A (D)
 E. Manufacturer's Rebate \$ N/A (E)
 F. Other **REBATE(S)** \$ 500.00 (F)
 G. Other N/A \$ N/A (G)
 H. Other N/A \$ N/A (H)
 I. Cash, Cash Equivalent, Check, Credit Card, or Debit Card \$ N/A (I)
Total Downpayment (C through I) \$ 500.00 (6)
 (If negative, enter zero on line 6 and enter the amount less than zero as a positive number on line 1J and/or 1K above)

7. Amount Financed (5 less 6)

\$ 67080.69 (7)

OPTIONAL DEBT CANCELLATION AGREEMENT OR GUARANTEED ASSET PROTECTION WAIVER. A debt cancellation agreement or guaranteed asset protection waiver (GAP waiver) is not required to obtain credit and will not be provided unless you sign below and agree to pay the extra charge. If you choose to buy debt cancellation or a GAP waiver, the charge is shown in item 1L of the Itemization of Amount Financed. See your agreement for details on the terms and conditions it provides. It is a part of this contract.

Term N/A Mos. N/A
 Name of Agreement

I want to buy a debt cancellation agreement or GAP waiver.

Buyer Signs X N/A

OPTIONAL SERVICE CONTRACT(S) You want to purchase the service contract(s) written with the following company(ies) for the term(s) shown below for the charge(s) shown in item 1L.

I1 Company N/A

Term N/A Mos. or N/A Miles

I2 Company N/A

Term N/A Mos. or N/A Miles

I3 Company N/A

Term N/A Mos. or N/A Miles

I4 Company N/A

Term N/A Mos. or N/A Miles

I5 Company N/A

Term N/A Mos. or N/A Miles

Buyer X N/A

Trade-In Vehicle(s)**1. Vehicle 1**

Year N/A Make N/A

Model N/A Odometer N/A

VIN N/A

a. Agreed Value of Property \$ N/A

b. Buyer/Co-Buyer Retained Trade Equity \$ N/A

c. Agreed Value of Property

Being Traded-In (a-b) \$ N/A

d. Prior Credit or Lease Balance \$ N/A

e. Net Trade-In (c-d) (must be ≥ 0

for buyer/co-buyer to retain equity) \$ N/A

2. Vehicle 2

Year N/A Make N/A

Model N/A Odometer N/A

VIN N/A

a. Agreed Value of Property \$ N/A

b. Buyer/Co-Buyer Retained Trade Equity \$ N/A

c. Agreed Value of Property

Being Traded-In (a-b) \$ N/A

d. Prior Credit or Lease Balance \$ N/A

e. Net Trade-In (c-d) (must be ≥ 0

for buyer/co-buyer to retain equity) \$ N/A

Total Agreed Value of Property

Being Traded-In (1c+2c) \$ N/A *

Total Prior Credit or Lease

Balance (1d+2d) \$ N/A *

Total Net Trade-In (1e+2e) \$ N/A *

(*See item 6A-6C in the Itemization of Amount Financed)

OPTION: ☐ You pay no finance charge if the Amount Financed, item 7, is paid in full on or before

N/A, Year N/A.

SELLER'S INITIALS N/A

1. **FINANCE CHARGE AND PAYMENTS**

- a. **How we will figure Finance Charge.** We will figure the Finance Charge on a daily basis at the Annual Percentage Rate on the unpaid part of the Amount Financed. Seller - Creditor may receive part of the Finance Charge.
- b. **How we will apply payments.** We may apply each payment to the earned and unpaid part of the Finance Charge, to the unpaid part of the Amount Financed and to other amounts you owe under this contract in any order we choose as the law allows.
- c. **How late payments or early payments change what you must pay.** We based the Finance Charge, Total of Payments, and Total Sale Price shown on page 1 of this contract on the assumption that you will make every payment on the day it is due. Your Finance Charge, Total of Payments, and Total Sale Price will be more if you pay late and less if you pay early. Changes may take the form of a larger or smaller final payment or, at our option, more or fewer payments of the same amount as your scheduled payment with a smaller final payment. We will send you a notice telling you about these changes before the final scheduled payment is due.
- d. **You may prepay.** You may prepay all or part of the unpaid part of the Amount Financed at any time. If you do so, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment. As of the date of your payment, if the minimum finance charge is greater than the earned Finance Charge, you may be charged the difference; the minimum finance charge is as follows: (1) \$25 if the original Amount Financed does not exceed \$1,000, (2) \$50 if the original Amount Financed is more than \$1,000 but not more than \$2,000, or (3) \$75 if the original Amount Financed is more than \$2,000.

2. **YOUR OTHER PROMISES TO US**

- a. **If the vehicle is damaged, destroyed, or missing.** You agree to pay us all you owe under this contract even if the vehicle is damaged, destroyed, or missing.

GAP LIABILITY NOTICE

In the event of theft or damage to your vehicle that results in a total loss, there may be a gap between the amount you owe under this contract and the proceeds of your insurance settlement and deductible. THIS CONTRACT PROVIDES THAT YOU ARE LIABLE FOR THE GAP AMOUNT. An optional debt cancellation agreement for coverage of the gap amount may be offered for an additional charge.

- b. **Using the vehicle.** You agree not to remove the vehicle from the U.S. or Canada, or to sell, rent, lease, or transfer any interest in the vehicle or this contract without our written permission. You agree not to expose the vehicle to misuse, seizure, confiscation, or involuntary transfer. If we pay any repair bills, storage bills, taxes, fines, or charges on the vehicle, you agree to repay the amount when we ask for it.
- c. **Security interest.** You give us a security interest in:
 - The vehicle and all parts or goods put on it;
 - All money or goods received (proceeds) for the vehicle;
 - All insurance, maintenance, service, or other contracts we finance for you; and
 - All proceeds from insurance, maintenance, service, or other contracts we finance for you. This includes any refunds of premiums or charges from the contracts.

This secures payment of all you owe on this contract. It also secures your other agreements in this contract as the law allows. You will make sure the title shows our security interest (lien) in the vehicle. You will not allow any other security interest to be placed on the title without our written permission.

d. **Insurance you must have on the vehicle.**

You agree to have physical damage insurance covering loss of or damage to the vehicle for the term of this contract. The insurance must cover our interest in the vehicle. You agree to name us on your insurance policy as loss payee. If you do not have this insurance, we may, if we choose, buy physical damage insurance. If we decide to buy physical damage insurance, we may either buy insurance that covers your interest and our interest in the vehicle, or buy insurance that covers only our interest. If we buy either type of insurance, we will tell you which type and the charge you must pay. The charge will be the premium for the insurance and a finance charge computed at the Annual Percentage Rate shown on page 1 of this contract or, at our option, the highest rate the law permits. If the vehicle is lost or damaged, you agree that we may use any insurance settlement to reduce what you owe or repair the vehicle.

- e. **What happens to returned insurance, maintenance, service, or other contract charges.** If we get a refund of insurance, maintenance, service, or other contract charges, you agree that we may subtract the refund from what you owe.

3. **IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES**

- a. **You may owe late charges.** You will pay a late charge on each late payment as shown on page 1 of this contract. Acceptance of a late payment or late charge does not excuse your late payment or mean that you may keep making late payments. If you pay late, we may also take the steps described below.

- b. **You may have to pay all you owe at once.** If you break your promises (default), we may demand that you pay all you owe on this contract at once, subject to any right the law gives you to reinstate this contract.

Default means:

- You do not pay any payment on time;
- You give false, incomplete, or misleading information during credit application;
- The vehicle is lost, damaged, or destroyed; or
- You break any agreements in this contract.

The amount you will owe will be the unpaid part of the Amount Financed plus the earned and unpaid part of the Finance Charge, any late charges, and any amounts due because you defaulted.

- c. **You may have to pay collection costs.** You will pay our reasonable costs to collect what you owe, including attorney fees, court costs, collection agency fees, and fees paid for other reasonable collection efforts. You agree to pay a charge not to exceed \$15 if any check you give to us is dishonored.
- d. **We may take the vehicle from you.** If you default, we may take (repossess) the vehicle from you if we do so peacefully and the law allows it. If your vehicle has an electronic tracking device (such as GPS), you agree that we may use the device to find the vehicle. If we take the vehicle, any accessories, equipment, and replacement parts will stay with the vehicle. If any personal items are in the vehicle, we may store them for you. If you do not ask for these items back, we may dispose of them as the law allows.
- e. **How you can get the vehicle back if we take it.** If we repossess the vehicle, you may pay to get it back (redeem). You may redeem the vehicle by paying all you owe, or you may have the right to reinstate this contract and redeem the vehicle by paying past due payments and any late charges, providing proof of insurance, and/or taking other action to cure the default. We will provide you all notices required by law to tell you when and how much to pay and/or what action you must take to redeem the vehicle.

- f. **We will sell the vehicle if you do not get it back.** If you do not redeem, we will sell the vehicle. We will send you a written notice of sale before selling the vehicle. We will apply the money from the sale, less allowed expenses, to the amount you owe. Allowed expenses are expenses we pay as a direct result of taking the vehicle, holding it, preparing it for sale, and selling it. Attorney fees and court costs the law permits are also allowed expenses. If any money is left (surplus), we will pay it to you unless the law requires us to pay it to someone else. If money from the sale is not enough to pay the amount you owe, you must pay the rest to us. If you do not pay this amount when we ask, we may charge you interest at the Annual Percentage Rate shown on page 1 of this contract, not to exceed the highest rate permitted by law, until you pay.
- g. **What we may do about optional insurance, maintenance, service, or other contracts.** This contract may contain charges for optional insurance, maintenance, service, or other contracts. If we demand that you pay all you owe at once or we repossess the vehicle, you agree that we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe or repair the vehicle. If the vehicle is a total loss because it is confiscated, damaged, or stolen, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe.

4. WARRANTIES SELLER DISCLAIMS

If you do not get a written warranty, and the Seller does not enter into a service contract within 90 days from the date of this contract, the Seller makes no warranties, express or implied, on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose.

This provision does not affect any warranties covering the vehicle that the vehicle manufacturer may provide. If the Seller has sold you a certified used vehicle, the warranty of merchantability is not disclaimed.

5. Used Car Buyers Guide. The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

6. SERVICING AND COLLECTION CONTACTS

In consideration of our extension of credit to you, you agree to provide us your contact information for our servicing and collection purposes. You agree that we may use this information to contact you in writing, by e-mail, or using prerecorded/artificial voice messages, text messages, and automatic telephone dialing systems, as the law allows. You also agree that we may try to contact you in these and other ways at any address or telephone number you provide us, even if the telephone number is a cell phone number or the contact results in a charge to you. You agree to allow our agents and service providers to contact you as agreed above.

You agree that you will, within a reasonable time, notify us of any change in your contact information.

7. APPLICABLE LAW

Federal law and California law apply to this contract. If any part of this contract is not valid, all other parts stay valid. We may delay or refrain from enforcing any of our rights under this contract without losing them. For example, we may extend the time for making some payments without extending the time for making others.

8. WARRANTIES OF BUYER

You promise you have given true and correct information during your application for credit, and you have no knowledge that will make that information untrue in the future. We have relied on the truth and accuracy of that information in entering into this contract. Upon request, you will provide us with documents and other information necessary to verify any item contained in your credit application.

9. NEGATIVE CREDIT REPORT NOTICE

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

You waive the provisions of Calif. Vehicle Code Section 1808.21 and authorize the California Department of Motor Vehicles to furnish your residence address to us.

CREDIT DISABILITY INSURANCE NOTICE CLAIM PROCEDURE

If you become disabled, you must tell us right away. (You are advised to send this information to the same address to which you are normally required to send your payments, unless a different address or telephone number is given to you in writing by us as the location where we would like to be notified.) We will tell you where to get claim forms. You must send in the completed form to the insurance company as soon as possible and tell us as soon as you do.

If your disability insurance covers all of your missed payment(s), WE CANNOT TRY TO COLLECT WHAT YOU OWE OR FORECLOSE UPON OR REPOSSESS ANY COLLATERAL UNTIL THREE CALENDAR MONTHS AFTER your first missed payment is due or until the insurance company pays or rejects your claim, whichever comes first. We can, however, try to collect, foreclose, or repossess if you have any money due and owing us or are otherwise in default when your disability claim is made or if a senior mortgage or lien holder is foreclosing.

If the insurance company pays the claim within the three calendar months, we must accept the money as though you paid on time. If the insurance company rejects the claim within the three calendar months or accepts the claim within the three calendar months on a partial disability and pays less than for a total disability, you will have 35 days from the date that the rejection or the acceptance of the partial disability claim is sent to pay past due payments, or the difference between the past due payments and what the insurance company pays for the partial disability, plus late charges. You can contact us, and we will tell you how much you owe. After that time, we can take action to collect or foreclose or repossess any collateral you may have given.

If the insurance company accepts your claim but requires that you send in additional forms to remain eligible for continued payments, you should send in these completed additional forms no later than required. If you do not send in these forms on time, the insurance company may stop paying, and we will then be able to take action to collect or foreclose or repossess any collateral you may have given.

Seller's Right to Cancel

- a. Seller agrees to deliver the vehicle to you on the date this contract is signed by Seller and you. You understand that it may take some time for Seller to verify your credit and assign the contract. You agree that if Seller is unable to assign the contract to any one of the financial institutions with whom Seller regularly does business under an assignment acceptable to Seller, Seller may cancel the contract.
- b. Seller shall give you written notice (or in any other manner in which actual notice is given to you) within 10 days of the date this contract is signed if Seller elects to cancel. Upon receipt of such notice, you must immediately return the vehicle to Seller in the same condition as when sold, reasonable wear and tear excepted. Seller must give back to you all consideration received by Seller, including any trade-in vehicle.
- c. If you do not immediately return the vehicle, you shall be liable for all expenses incurred by Seller in taking the vehicle from you, including reasonable attorney's fees.
- d. While the vehicle is in your possession, all terms of the contract, including those relating to use of the vehicle and insurance for the vehicle, shall be in full force and you shall assume all risk of loss or damage to the vehicle. You must pay all reasonable costs for repair of any damage to the vehicle until the vehicle is returned to Seller.

ARBITRATION PROVISION**PLEASE REVIEW - IMPORTANT - AFFECTS YOUR LEGAL RIGHTS**

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

Any claim or dispute, whether in contract, tort, statute or otherwise (including the interpretation and scope of this Arbitration Provision, any allegation of waiver of rights under this Arbitration Provision, and the arbitrability of the claim or dispute), between you and us or our employees, agents, successors or assigns, which arises out of or relates to your credit application, purchase or condition of this Vehicle, this contract or any resulting transaction or relationship (including any such relationship with third parties who do not sign this contract) shall, at your or our election, be resolved by neutral, binding arbitration and not by a court action. If federal law provides that a claim or dispute is not subject to binding arbitration, this Arbitration Provision shall not apply to such claim or dispute. Any claim or dispute is to be arbitrated by a single arbitrator only on an individual basis and not as a plaintiff in a collective or representative action, or a class representative or member of a class on any class claim. The arbitrator may not preside over a consolidated, representative, class, collective, injunctive, or private attorney general action. You expressly waive any right you may have to arbitrate a consolidated, representative, class, collective, injunctive, or private attorney general action. You or we may choose the American Arbitration Association (www.adr.org) or National Arbitration and Mediation (www.namadr.com) as the arbitration organization to conduct the arbitration. If you and we agree, you or we may choose a different arbitration organization. You may get a copy of the rules of an arbitration organization by contacting the organization or visiting its website.

Arbitrators shall be attorneys or retired judges and shall be selected pursuant to the applicable rules. The arbitrator shall apply governing substantive law and the applicable statute of limitations. The arbitration hearing shall be conducted in the federal district in which you reside unless the Seller-Creditor is a party to the claim or dispute, in which case the hearing will be held in the federal district where this transaction was originated. We will pay the filing, administration, service, or case management fee and the arbitrator or hearing fee up to a maximum of \$5,000, unless the law or the rules of the chosen arbitration organization require us to pay more. You and we will pay the filing, administration, service, or case management fee and the arbitrator or hearing fee over \$5,000 in accordance with the rules and procedures of the chosen arbitration organization. The amount we pay may be reimbursed in whole or in part by decision of the arbitrator if the arbitrator finds that any of your claims is frivolous under applicable law. Each party shall be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator under applicable law. If the chosen arbitration organization's rules conflict with this Arbitration Provision, then the provisions of this Arbitration Provision shall control. Any arbitration under this Arbitration Provision shall be governed by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.) and not by any state law concerning arbitration. Any award by the arbitrator shall be in writing and will be final and binding on all parties, subject to any limited right to appeal under the Federal Arbitration Act.

You and we retain the right to seek remedies in small claims court for disputes or claims within that court's jurisdiction, unless such action is transferred, removed or appealed to a different court. Neither you nor we waive the right to arbitrate any related or unrelated claims by filing any action in small claims court, or by using self-help remedies, such as repossession, or by filing an action to recover the vehicle, to recover a deficiency balance, or for individual or statutory public injunctive relief. Any court having jurisdiction may enter judgment on the arbitrator's award. This Arbitration Provision shall survive any termination, payoff or transfer of this contract. If any part of this Arbitration Provision, other than waivers of class rights, is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable. You agree that you expressly waive any right you may have for a claim or dispute to be resolved on a class basis in court or in arbitration. If a court or arbitrator finds that this class arbitration waiver is unenforceable for any reason with respect to a claim or dispute in which class allegations have been made, the rest of this Arbitration Provision shall also be unenforceable.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

The preceding NOTICE applies only to goods or services obtained primarily for personal, family or household use. In all other cases, Buyer will not assert against any subsequent holder or assignee of this contract any claims or defenses the Buyer (debtor) may have against the Seller, or against the manufacturer of the vehicle or equipment obtained under this contract.

HOW THIS CONTRACT CAN BE CHANGED. This contract contains the entire agreement between you and us relating to this contract. Any change to the contract must be in writing and both you and we must sign it. No oral changes are binding.

SAN BERNARDINO INTERNATIONAL AIRPORT BY:

Buyer Signs X

Co-Buyer Signs X

N/A

SELLER'S RIGHT TO CANCEL. If Buyer and Co-Buyer sign here, the provisions of the Seller's Right to Cancel section on page 5 of this contract giving the Seller the right to cancel if Seller is unable to assign this contract to a financial institution will apply.

SAN BERNARDINO INTERNATIONAL AIRPORT BY:

Buyer X

Co-Buyer X

N/A

THE MINIMUM PUBLIC LIABILITY INSURANCE LIMITS PROVIDED IN LAW MUST BE MET BY EVERY PERSON WHO PURCHASES A VEHICLE. IF YOU ARE UNSURE WHETHER OR NOT YOUR CURRENT INSURANCE POLICY WILL COVER YOUR NEWLY ACQUIRED VEHICLE IN THE EVENT OF AN ACCIDENT, YOU SHOULD CONTACT YOUR INSURANCE AGENT.

WARNING:

YOUR PRESENT POLICY MAY NOT COVER COLLISION DAMAGE OR MAY NOT PROVIDE FOR FULL REPLACEMENT COSTS FOR THE VEHICLE BEING PURCHASED. IF YOU DO NOT HAVE FULL COVERAGE, SUPPLEMENTAL COVERAGE FOR COLLISION DAMAGE MAY BE AVAILABLE TO YOU THROUGH YOUR INSURANCE AGENT OR THROUGH THE SELLING DEALER. HOWEVER, UNLESS OTHERWISE SPECIFIED, THE COVERAGE YOU OBTAIN THROUGH THE DEALER PROTECTS ONLY THE DEALER, USUALLY UP TO THE AMOUNT OF THE UNPAID BALANCE REMAINING AFTER THE VEHICLE HAS BEEN REPOSSESSED AND SOLD.

FOR ADVICE ON FULL COVERAGE THAT WILL PROTECT YOU IN THE EVENT OF LOSS OR DAMAGE TO YOUR VEHICLE, YOU SHOULD CONTACT YOUR INSURANCE AGENT.

THE BUYER SHALL SIGN TO ACKNOWLEDGE THAT HE/SHE UNDERSTANDS THESE PUBLIC LIABILITY TERMS AND CONDITIONS.

SAN BERNARDINO INTERNATIONAL AIRPORT BY:

S/S X

X

N/A

N/A

Notice to buyer: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled in copy of this agreement. (3) You can prepay the full amount due under this agreement at any time. (4) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement.

If you have a complaint concerning this sale, you should try to resolve it with the seller.

Complaints concerning unfair or deceptive practices or methods by the seller may be referred to the city attorney, the district attorney, or an investigator for the Department of Motor Vehicles, or any combination thereof. After this contract is signed, the seller may not change the financing or payment terms unless you agree in writing to the change. You do not have to agree to any change, and it is an unfair or deceptive practice for the seller to make a unilateral change.

SAN BERNARDINO INTERNATIONAL AIRPORT BY:

Buyer Signature X

Co-Buyer Signature X

N/A

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.

THERE IS NO COOLING-OFF PERIOD UNLESS YOU OBTAIN A CONTRACT CANCELLATION OPTION

California law does not provide for a "cooling-off" or other cancellation period for vehicle sales. Therefore, you cannot later cancel this contract simply because you change your mind, decide the vehicle costs too much, or wish you had acquired a different vehicle. After you sign below, you may only cancel this contract with the agreement of the seller or for legal cause, such as fraud. However, California law does require a seller to offer a two-day contract cancellation option on used vehicles with a purchase price of less than forty thousand dollars (\$40,000), subject to certain statutory conditions. This contract cancellation option requirement does not apply to the sale of a recreational vehicle, a motorcycle, or an off-highway motor vehicle subject to identification under California law. See the vehicle contract cancellation option agreement for details.

YOU AGREE TO THE TERMS OF THIS CONTRACT. YOU CONFIRM THAT BEFORE YOU SIGNED THIS CONTRACT, WE GAVE IT TO YOU, AND YOU WERE FREE TO TAKE IT AND REVIEW IT. YOU ACKNOWLEDGE THAT YOU HAVE READ ALL PAGES OF THIS CONTRACT, INCLUDING THE ARBITRATION PROVISION ON PAGE 5, BEFORE SIGNING BELOW. YOU CONFIRM THAT YOU RECEIVED A COMPLETELY FILLED-IN COPY WHEN YOU SIGNED IT.

SAN BERNARDINO INTERNATIONAL AIRPORT BY:

Buyer Signature X

Date 07/25/2023

Co-Buyer Signature X

N/A

Date N/A

Buyer Printed Name SAN BERNARDINO INTERNATIONAL AIRPORT Co-Buyer Printed Name N/A

If the "business" use box is checked in "Primary Use for Which Purchased": Print Name N/A

Title N/A

Co-Buyers and Other Owners — A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Other Owner Signature X

N/A

Address

N/A

GUARANTY: To induce us to sell the vehicle to Buyer, each person who signs as a Guarantor individually guarantees the payment of this contract. If Buyer fails to pay any money owing on this contract, each Guarantor must pay it when asked. Each Guarantor will be liable for the total amount owing even if other persons also sign as Guarantor, and even if Buyer has a complete defense to Guarantor's demand for reimbursement. Each Guarantor agrees to be liable even if we do one or more of the following: (1) give the Buyer more time to pay one or more payments; (2) give a full or partial release to any other Guarantor; (3) release any security; (4) accept less from the Buyer than the total amount owing; or (5) otherwise reach a settlement relating to this contract or extend the contract. Each Guarantor acknowledges receipt of a completed copy of this contract and guaranty at the time of signing.

Guarantor waives notice of acceptance of this Guaranty, notice of the Buyer's non-payment, non-performance, and default; and notices of the amount owing at any time, and of any demands upon the Buyer.

Guarantor X

N/A

Date N/A

Guarantor X

N/A

Date N/A

Address

N/A

Address

N/A

Seller Signs PUENTE HILLS FORD

Date 07/25/2023

By X

Title FI MANAGER

Seller assigns its interest in this contract to CASH DEAL

(Assignee) under the terms of Seller's agreement(s) with Assignee.

☐ Assigned with recourse

☒ Assigned without recourse

☐ Assigned with limited recourse

Seller PUENTE HILLS FORD

By X

Title FI MANAGER

RETAIL INSTALLMENT SALE CONTRACT - SIMPLE FINANCE CHARGE (WITH ARBITRATION PROVISION)

Buyer Name and Address (Including County and Zip Code) SAN BERNARDINO INTERNATIONAL AIRPORT 1601 E THIRD ST SAN BERNARDINO, CA 92408 SAN BERNARDINO Cell: (626)824-4546 Email: MALLAWOS@SBDIAIRPORT.COM	Co-Buyer Name and Address (Including County and Zip Code) N/A Cell: N/A Email: N/A	Seller-Creditor (Name and Address) CITRUS MOTORS ONTARIO INC 1375 South Woodruff Way Ontario, CA 91761
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You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements in this contract. You agree to pay the Seller - Creditor (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-In-Lending Disclosures below are part of this contract.

New/Used	Year	Make and Model	Odometer	Vehicle Identification Number	Primary Use For Which Purchased
NEW	2023	FORD F-150 LIGHTNING	15	1FTVW1EL5PWG20475	Personal, family, or household unless otherwise indicated below D business or commercial

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled	Total Sale Price The total cost of your purchase on credit, including your down payment of 0.00
0.00 %	\$ 0.00 (e)	\$ 80,396.44 (e)	\$ 80,396.44 (e)	\$ 80,396.44 (e)

(e) means an estimate

YOUR PAYMENT SCHEDULE WILL BE:

Number of Payments:	Amount of Payments:	When Payments Are Due:
One Payment of	\$ N/A	N/A
One Payment of	\$ N/A	N/A
One Payment of	\$ N/A	N/A
N/A	\$ 80,396.44	MONTHLY beginning 07/25/2023
N/A	\$ N/A	N/A
One final payment	\$ 80,396.44	07/25/2023

Late Charge. If payment is not received in full within 10 days after it is due, you will pay a late charge of 5% of the part of the payment that is late.

Prepayment. If you pay early, you may be charged a minimum finance charge.

Security Interest. You are giving a security interest in the vehicle being purchased.

Additional Information: See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date, minimum finance charges, and security interest.

STATEMENT OF INSURANCE

NOTICE. No person is required as a condition of financing the purchase of a motor vehicle to purchase or negotiate any insurance through a particular insurance company, agent or broker. You are not required to buy any other insurance to obtain credit. Your decision to buy or not buy other insurance will not be a factor in the credit approval process.

Vehicle Insurance

	Term	Premium
\$ N/A Ded. Comp., Fire & Theft	N/A	Mos. \$ N/A
\$ N/A Ded. Collision	N/A	Mos. \$ N/A
Bodily Injury \$ N/A Limits	N/A	Mos. \$ N/A
Property Damage \$ N/A Limits	N/A	Mos. \$ N/A
Medical \$ N/A	N/A	Mos. \$ N/A
Total Vehicle Insurance Premiums		\$ N/A

UNLESS A CHARGE IS INCLUDED IN THIS AGREEMENT FOR PUBLIC LIABILITY OR PROPERTY DAMAGE INSURANCE, PAYMENT FOR SUCH COVERAGE IS NOT PROVIDED BY THIS AGREEMENT.

You may buy the physical damage insurance this contract requires from anyone you choose who is acceptable to us. You may also provide the physical damage insurance through an existing policy owned or controlled by you that is acceptable to us. You are not required to buy any other insurance to obtain credit.

Buyer X _____
 Co-Buyer X _____ N/A
 Seller X Gabriella Estrada

Trade-In Payoff Agreement: Seller relied on information from you and/or the lienholder or lessor of your trade-in vehicle(s) to arrive at the payoff amount shown as the Prior Credit or Lease Balance in Trade-In Vehicle(s). You understand that the amount quoted is an estimate. Seller agrees to pay the payoff amount shown as the Prior Credit or Lease Balance in Trade-In Vehicle(s) to the lienholder or lessor of the trade-in vehicle(s), or its designee. If the actual payoff amount is more than the amount shown as the Prior Credit or Lease Balance in Trade-In Vehicle(s), you must pay the Seller the excess on demand. If the actual payoff amount is less than the amount shown as the Prior Credit or Lease Balance in Trade-In Vehicle(s), Seller will refund to you any overage Seller receives from your prior lienholder or lessor. Except as stated in the "NOTICE" on page 5 of this contract, any assignee of this contract will not be obligated to pay the Prior Credit or Lease Balance shown in Trade-In Vehicle(s) or any refund. You agree to sign or provide any documents Seller reasonably requires to effect the transfer of the Trade-In Vehicle to Seller or its designee.

Buyer Signature X _____ N/A Co-Buyer Signature X _____ N/A

AUTO BROKER FEE DISCLOSURE

If this contract reflects the retail sale of a new motor vehicle, the sale is not subject to a fee received by an autobroker from us unless the following box is checked:

☒ Name of autobroker receiving fee, if applicable: N/A

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

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

ITEMIZATION OF THE AMOUNT FINANCED (Seller may keep part of the amounts paid to others.)

1. Total Cash Price

A. Cash Price of Motor Vehicle and Accessories \$ 72,812.19 (A)
 1. Cash Price Vehicle \$ 72,812.19
 2. Cash Price Accessories \$ N/A
 3. Other (Nontaxable) Describe N/A \$ N/A
 4. Other (Nontaxable) Describe N/A \$ N/A
 B. Document Processing Charge (not a governmental fee) \$ 85.00 (B)
 C. Emissions Testing Charge (not a governmental fee) \$ N/A (C)
 D. (Optional) Theft Deterrent Device(s)
 1. (paid to N/A) \$ N/A (D1)
 2. (paid to N/A) \$ N/A (D2)
 3. (paid to N/A) \$ N/A (D3)
 E. (Optional) Surface Protection Product(s)
 1. (paid to N/A) \$ N/A (E1)
 2. (paid to N/A) \$ N/A (E2)
 F. EV Charging Station (paid to N/A) \$ N/A (F)
 G. Sales Tax (on taxable items in A through F) \$ 6,378.50 (G)
 H. Electronic Vehicle Registration or Transfer Charge (not a governmental fee) (paid to DEA LE RTRACK) \$ 33.00 (H)
 I. (Optional) Service Contract(s)
 1. (paid to N/A) \$ N/A (I1)
 2. (paid to N/A) \$ N/A (I2)
 3. (paid to N/A) \$ N/A (I3)
 4. (paid to N/A) \$ N/A (I4)
 5. (paid to N/A) \$ N/A (I5)
 J. Prior Credit or Lease Balance (e) paid by Seller to N/A \$ N/A (J)
 (see downpayment and trade-in calculation)
 K. Prior Credit or Lease Balance (e) paid by Seller to N/A \$ N/A (K)
 (see downpayment and trade-in calculation)
 L. (Optional) Debt Cancellation Agreement or Guaranteed Asset Protection Waiver \$ N/A (L)
 M. (Optional) Used Vehicle Contract Cancellation Option Agreement \$ N/A (M)
 N. Other paid to N/A For N/A \$ N/A (N)
 O. Other paid to N/A For N/A \$ N/A (O)
Total Cash Price (A through O) \$ 79,308.69 (1)

2. Amounts Paid to Public Officials

A. Vehicle License Fees ESTIMATED \$ 500.00 (A)
 B. Registration/Transfer/Titling Fees ESTIMATED \$ 579.00 (B)
 C. California Tire Fees \$ 8.75 (C)
 D. Other N/A \$ N/A (D)
Total Official Fees (A through D) \$ 1,087.75 (2)

3. Amount Paid to Insurance Companies (Total premiums from Statement of Insurance)

4. ☐ State Emissions Certification Fee or ☐ State Emissions Exemption Fee \$ N/A (3)
 5. Subtotal (1 through 4) \$ 80,396.44 (5)

6. Total Downpayment

A. Total Agreed Value of Property Being Traded-In (see Trade-In Vehicle(s)):
 Vehicle 1 \$ N/A Vehicle 2 \$ N/A
 B. Total Less Prior Credit or Lease Balance (e)
 Vehicle 1 \$ N/A Vehicle 2 \$ N/A
 C. Total Net Trade-In (A-B) \$ N/A (C)
 Vehicle 1 \$ N/A Vehicle 2 \$ N/A
 D. Deferred Downpayment Payable to Seller \$ N/A (D)
 E. Manufacturer's Rebate \$ N/A (E)
 F. Other N/A \$ N/A (F)
 G. Other N/A \$ N/A (G)
 H. Other N/A \$ N/A (H)
 I. Cash, Cash Equivalent, Check, Credit Card, or Debit Card \$ 0.00 (6)
Total Downpayment (C through I) \$ 0.00 (7)
 (If negative, enter zero on line 6 and enter the amount less than zero as a positive number on line 1J and/or 1K above)

7. Amount Financed (5 less 6) \$ 80,396.44 (7)

OPTIONAL DEBT CANCELLATION AGREEMENT OR GUARANTEED ASSET PROTECTION WAIVER. A debt cancellation agreement or guaranteed asset protection waiver (GAP waiver) is not required to obtain credit and will not be provided unless you sign below and agree to pay the extra charge. If you choose to buy debt cancellation or a GAP waiver, the charge is shown in item 1L of the Itemization of Amount Financed. See your agreement for details on the terms and conditions it provides. It is a part of this contract.

Term N/A Mos. N/A
 Name of Agreement _____

I want to buy a debt cancellation agreement or GAP waiver.

Buyer Signs X _____ N/A

OPTIONAL SERVICE CONTRACT(S) You want to purchase the service contract(s) written with the following company(ies) for the term(s) shown below for the charge(s) shown in item 11.

11 Company _____ N/A
 Term N/A Mos. or N/A Miles
 12 Company _____ N/A
 Term N/A Mos. or N/A Miles
 13 Company _____ N/A
 Term N/A Mos. or N/A Miles
 14 Company _____ N/A
 Term N/A Mos. or N/A Miles
 15 Company _____ N/A
 Term N/A Mos. or N/A Miles
 _____ N/A
Buyer X _____ N/A

Trade-In Vehicle(s)

1. Vehicle 1
 Year N/A Make N/A
 Model N/A Odometer N/A VIN _____
 a. Agreed Value of Property \$ N/A
 b. Buyer/Co-Buyer Retained Trade Equity \$ N/A
 c. Agreed Value of Property
 Being Traded-In (a-b) \$ N/A
 d. Prior Credit or Lease Balance \$ N/A
 e. Net Trade-In (c-d) (must be 0 for buyer/co-buyer to retain equity) \$ N/A
 2. Vehicle 2
 Year N/A Make N/A
 Model N/A Odometer N/A VIN _____
 a. Agreed Value of Property \$ N/A
 b. Buyer/Co-Buyer Retained Trade Equity \$ N/A
 c. Agreed Value of Property
 Being Traded-In (a-b) \$ N/A
 d. Prior Credit or Lease Balance \$ N/A
 e. Net Trade-In (c-d) (must be 0 for buyer/co-buyer to retain equity) \$ N/A

Total Agreed Value of Property
 Being Traded-In (1c+2c) \$ N/A*
Total Prior Credit or Lease
 Balance (1d+2d) \$ N/A*
Total Net Trade-In (1e+2e) \$ N/A*
 (*See item 6A-6C in the Itemization of Amount Financed)

OPTION: D You pay no finance charge if the Amount Financed, item 7, is paid in full on or before _____ Year N/A
 SELLERS INITIALS _____ N/A

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

OTHER IMPORTANT AGREEMENTS

1. FINANCE CHARGE AND PAYMENTS

- a. **How we will figure Finance Charge.** We will figure the Finance Charge on a daily basis at the Annual Percentage Rate on the unpaid part of the Amount Financed. Seller - Creditor may receive part of the Finance Charge.
- b. **How we will apply payments.** We may apply each payment to the earned and unpaid part of the Finance Charge, to the unpaid part of the Amount Financed and to other amounts you owe under this contract in any order we choose as the law allows.
- c. **How late payments or early payments change what you must pay.** We based the Finance Charge, Total of Payments, and Total Sale Price shown on page 1 of this contract on the assumption that you will make every payment on the day it is due. Your Finance Charge, Total of Payments, and Total Sale Price will be more if you pay late and less if you pay early. Changes may take the form of a larger or smaller final payment or, at our option, more or fewer payments of the same amount as your scheduled payment with a smaller final payment. We will send you a notice telling you about these changes before the final scheduled payment is due.
- d. **You may prepay.** You may prepay all or part of the unpaid part of the Amount Financed at any time. If you do so, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment. As of the date of your payment, if the minimum finance charge is greater than the earned Finance Charge, you may be charged the difference; the minimum finance charge is as follows: (1) \$25 if the original Amount Financed does not exceed \$1,000, (2) \$50 if the original Amount Financed is more than \$1,000 but not more than \$2,000, or (3) \$75 if the original Amount Financed is more than \$2,000.

2. YOUR OTHER PROMISES TO US

- a. **If the vehicle is damaged, destroyed, or missing.** You agree to pay us all you owe under this contract even if the vehicle is damaged, destroyed, or missing.

GAP LIABILITY NOTICE

In the event of theft or damage to your vehicle that results in a total loss, there may be a gap between the amount you owe under this contract and the proceeds of your insurance settlement and deductible. THIS CONTRACT PROVIDES THAT YOU ARE LIABLE FOR THE GAP AMOUNT. An optional debt cancellation agreement for coverage of the gap amount may be offered for an additional charge.

- b. **Using the vehicle.** You agree not to remove the vehicle from the U.S. or Canada, or to sell, rent, lease, or transfer any interest in the vehicle or this contract without our written permission. You agree not to expose the vehicle to misuse, seizure, confiscation, or involuntary transfer. If we pay any repair bills, storage bills, taxes, fines, or charges on the vehicle, you agree to repay the amount when we ask for it.
- c. **Security Interest.**
You give us a security interest in:
 - The vehicle and all parts or goods put on it;
 - All money or goods received (proceeds) for the vehicle;
 - All insurance, maintenance, service, or other contracts we finance for you; and
 - All proceeds from insurance, maintenance, service, or other contracts we finance for you. This includes any refunds of premiums or charges from the contracts.

This secures payment of all you owe on this contract. It also secures your other agreements in this contract as the law allows. You will make sure the title shows our security interest (lien) in the vehicle. You will not allow any other security interest to be placed on the title without our written permission.

d. Insurance you must have on the vehicle.

You agree to have physical damage insurance covering loss of or damage to the vehicle for the term of this contract. The insurance must cover our interest in the vehicle. You agree to name us on your insurance policy as loss payee. If you do not have this insurance, we may, if we choose, buy physical damage insurance. If we decide to buy physical damage insurance, we may either buy insurance that covers your interest and our interest in the vehicle, or buy insurance that covers only our interest. If we buy either type of insurance, we will tell you which type and the charge you must pay. The charge will be the premium for the insurance and a finance charge computed at the Annual Percentage Rate shown on page 1 of this contract or, at our option, the highest rate the law permits. If the vehicle is lost or damaged, you agree that we may use any insurance settlement to reduce what you owe or repair the vehicle.

- e. **What happens to returned insurance, maintenance, service, or other contract charges.** If we get a refund of insurance, maintenance, service, or other contract charges, you agree that we may subtract the refund from what you owe.

3. IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES

- a. **You may owe late charges.** You will pay a late charge on each late payment as shown on page 1 of this contract. Acceptance of a late payment or late charge does not excuse your late payment or mean that you may keep making late payments. If you pay late, we may also take the steps described below.

- b. **You may have to pay all you owe at once.** If you break your promises (default), we may demand that you pay all you owe on this contract at once, subject to any right the law gives you to reinstate this contract.

Default means:

- You do not pay any payment on time;
- You give false, incomplete, or misleading information during credit application
- The vehicle is lost, damaged, or destroyed; or
- You break any agreements in this contract.

The amount you will owe will be the unpaid part of the Amount Financed plus the earned and unpaid part of the Finance Charge, any late charges, and any amounts due because you defaulted.

- c. **You may have to pay collection costs.** You will pay our reasonable costs to collect what you owe, including attorney fees, court costs, collection agency fees, and fees paid for other reasonable collection efforts. You agree to pay a charge not to exceed \$15 if any check you give to us is dishonored.
- d. **We may take the vehicle from you.** If you default, we may take (repossess) the vehicle from you if we do so peacefully and the law allows it. If your vehicle has an electronic tracking device (such as GPS), you agree that we may use the device to find the vehicle. If we take the vehicle, any accessories, equipment, and replacement parts will stay with the vehicle. If any personal items are in the vehicle, we may store them for you. If you do not ask for these items back, we may dispose of them as the law allows.
- e. **How you can get the vehicle back if we take it.** If we repossess the vehicle, you may pay to get it back (redeem). You may redeem the vehicle by paying all you owe, or you may have the right to reinstate this contract and redeem the vehicle by paying past due payments and any late charges, providing proof of insurance, and/or taking other action to cure the default. We will provide you all notices required by law to tell you when and how much to pay and/or what action you must take to redeem the vehicle.

- f. **We will sell the vehicle if you do not get it back.** If you do not redeem, we will sell the vehicle. We will send you a written notice of sale before selling the vehicle. We will apply the money from the sale, less allowed expenses, to the amount you owe. Allowed expenses are expenses we pay as a direct result of taking the vehicle, holding it, preparing it for sale, and selling it. Attorney fees and court costs the law permits are also allowed expenses. If any money is left (surplus), we will pay it to you unless the law requires us to pay it to someone else. If money from the sale is not enough to pay the amount you owe, you must pay the rest to us. If you do not pay this amount when we ask, we may charge you interest at the Annual Percentage Rate shown on page 1 of this contract, not to exceed the highest rate permitted by law, until you pay.
- g. **What we may do about optional insurance, maintenance, service, or other contracts.** This contract may contain charges for optional insurance, maintenance, service, or other contracts. If we demand that you pay all you owe at once or we repossess the vehicle, you agree that we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe or repair the vehicle. If the vehicle is a total loss because it is confiscated, damaged, or stolen, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe.

4. WARRANTIES SELLER DISCLAIMS

If you do not get a written warranty, and the Seller does not enter into a service contract within 90 days from the date of this contract, the Seller makes no warranties, express or implied, on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose.

This provision does not affect any warranties covering the vehicle that the vehicle manufacturer may provide. If the Seller has sold you a certified used vehicle, the warranty of merchantability is not disclaimed.

5. Used Car Buyers Guide. The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

Spanish Translation: Gufa para compradores de vehfculos usados. La informaci6n que ve en el formulario de la ventanilla para este vehfculo forma parte del presente contrato. La informaci6n del formulario de la ventanilla deja sin efecto toda disposici6n en contrario contenida en el contrato de venta.

6. SERVICING AND COLLECTION CONTACTS

In consideration of our extension of credit to you, you agree to provide us your contact information for our servicing and collection purposes. You agree that we may use this information to contact you in writing, by e-mail, or using prerecorded/artificial voice messages, text messages, and automatic telephone dialing systems, as the law allows. You also agree that we may try to contact you in these and other ways at any address or telephone number you provide us, even if the telephone number is a cell phone number or the contact results in a charge to you. You agree to allow our agents and service providers to contact you as agreed above.

You agree that you will, within a reasonable time, notify us of any change in your contact information.

7. APPLICABLE LAW

Federal law and California law apply to this contract. If any part of this contract is not valid, all other parts stay valid. We may delay or refrain from enforcing any of our rights under this contract without losing them. For example, we may extend the time for making some payments without extending the time for making others.

8. WARRANTIES OF BUYER

You promise you have given true and correct information during your application for credit, and you have no knowledge that will make that information untrue in the future. We have relied on the truth and accuracy of that information in entering into this contract. Upon request, you will provide us with documents and other information necessary to verify any item contained in your credit application.

9. NEGATIVE CREDIT REPORT NOTICE

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

You waive the provisions of Calif. Vehicle Code Section 1808.21 and authorize the California Department of Motor Vehicles to furnish your residence address to us.

CREDIT DISABILITY INSURANCE NOTICE CLAIM PROCEDURE

If you become disabled, you must tell us right away. (You are advised to send this information to the same address to which you are normally required to send your payments, unless a different address or telephone number is given to you in writing by us as the location where we would like to be notified.) We will tell you where to get claim forms. You must send in the completed form to the insurance company as soon as possible and tell us as soon as you do.

If your disability insurance covers all of your missed payment(s), WE CANNOT TRY TO COLLECT WHAT YOU OWE OR FORECLOSE UPON OR REPOSSESS ANY COLLATERAL UNTIL THREE CALENDAR MONTHS AFTER your first missed payment is due or until the insurance company pays or rejects your claim, whichever comes first. We can, however, try to collect, foreclose, or repossess if you have any money due and owing us or are otherwise in default when your disability claim is made or if a senior mortgage or lien holder is foreclosing.

If the insurance company pays the claim within the three calendar months, we must accept the money as though you paid on time. If the insurance company rejects the claim within the three calendar months or accepts the claim within the three calendar months on a partial disability and pays less than for a total disability, you will have 35 days from the date that the rejection or the acceptance of the partial disability claim is sent to pay past due payments, or the difference between the past due payments and what the insurance company pays for the partial disability, plus late charges. You can contact us, and we will tell you how much you owe. After that time, we can take action to collect or foreclose or repossess any collateral you may have given.

If the insurance company accepts your claim but requires that you send in additional forms to remain eligible for continued payments, you should send in these completed additional forms no later than required. If you do not send in these forms on time, the insurance company may stop paying, and we will then be able to take action to collect or foreclose or repossess any collateral you may have given.

Seller's Right to Cancel

- a. Seller agrees to deliver the vehicle to you on the date this contract is signed by Seller and you. You understand that it may take some time for Seller to verify your credit and assign the contract. You agree that if Seller is unable to assign the contract to any one of the financial institutions with whom Seller regularly does business under an assignment acceptable to Seller, Seller may cancel the contract.
- b. Seller shall give you written notice (or in any other manner in which actual notice is given to you) within 10 days of the date this contract is signed if Seller elects to cancel. Upon receipt of such notice, you must immediately return the vehicle to Seller in the same condition as when sold, reasonable wear and tear excepted. Seller must give back to you all consideration received by Seller, including any trade-in vehicle.
- c. If you do not immediately return the vehicle, you shall be liable for all expenses incurred by Seller in taking the vehicle from you, including reasonable attorney's fee s.
- d. While the vehicle is in your possession, all terms of the contract, including those relating to use of the vehicle and insurance for the vehicle, shall be in full force and you shall assume all risk of loss or damage to the vehicle. You must pay all reasonable costs for repair of any damage to the vehicle until the vehicle is returned to Seller.

ARBITRATION PROVISION

PLEASE REVIEW - IMPORTANT - AFFECTS YOUR LEGAL RIGHTS

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

Any claim or dispute, whether in contract, tort, statute or otherwise (including the interpretation and scope of this Arbitration Provision, any allegation of waiver of rights under this Arbitration Provision, and the arbitrability of the claim or dispute), between you and us or our employees, agents, successors or assigns, which arises out of or relates to your credit application, purchase or condition of this Vehicle, this contract or any resulting transaction or relationship (including any such relationship with third parties who do not sign this contract) shall, at your or our election, be resolved by neutral, binding arbitration and not by a court action. If federal law provides that a claim or dispute is not subject to binding arbitration, this Arbitration Provision shall not apply to such claim or dispute. Any claim or dispute is to be arbitrated by a single arbitrator only on an individual basis and not as a plaintiff in a collective or representative action, or a class representative or member of a class on any class claim. The arbitrator may not preside over a consolidated, representative, class, collective, injunctive, or private attorney general action. You expressly waive any right you may have to arbitrate a consolidated, representative, class, collective, injunctive, or private attorney general action. You or we may choose the American Arbitration Association (www.adr.org) or National Arbitration and Mediation (www.namadr.com) as the arbitration organization to conduct the arbitration. If you and we agree, you or we may choose a different arbitration organization. You may get a copy of the rules of an arbitration organization by contacting the organization or visiting its website.

Arbitrators shall be attorneys or retired judges and shall be selected pursuant to the applicable rules. The arbitrator shall apply governing substantive law and the applicable statute of limitations. The arbitration hearing shall be conducted in the federal district in which you reside unless the Seller-Creditor is a party to the claim or dispute, in which case the hearing will be held in the federal district where this transaction was originated. We will pay the filing, administration, service, or case management fee and the arbitrator or hearing fee up to a maximum of \$5,000, unless the law or the rules of the chosen arbitration organization require us to pay more. You and we will pay the filing, administration, service, or case management fee and the arbitrator or hearing fee over \$5,000 in accordance with the rules and procedures of the chosen arbitration organization. The amount we pay may be reimbursed in whole or in part by decision of the arbitrator if the arbitrator finds that any of your claims is frivolous under applicable law. Each party shall be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator under applicable law. If the chosen arbitration organization's rules conflict with this Arbitration Provision, then the provisions of this Arbitration Provision shall control. Any arbitration under this Arbitration Provision shall be governed by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.) and not by any state law concerning arbitration. Any award by the arbitrator shall be in writing and will be final and binding on all parties, subject to any limited right to appeal under the Federal Arbitration Act.

You and we retain the right to seek remedies in small claims court for disputes or claims within that court's jurisdiction, unless such action is transferred, removed or appealed to a different court. Neither you nor we waive the right to arbitrate any related or unrelated claims by filing any action in small claims court, or by using self-help remedies, such as repossession, or by filing an action to recover the vehicle, to recover a deficiency balance, or for individual or statutory public injunctive relief. Any court having jurisdiction may enter judgment on the arbitrator's award. This Arbitration Provision shall survive any termination, payoff or transfer of this contract. If any part of this Arbitration Provision, other than waivers of class rights, is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable. You agree that you expressly waive any right you may have for a claim or dispute to be resolved on a class basis in court or in arbitration. If a court or arbitrator finds that this class arbitration waiver is unenforceable for any reason with respect to a claim or dispute in which class allegations have been made, the rest of this Arbitration Provision shall also be unenforceable.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

The preceding NOTICE applies only to goods or services obtained primarily for personal, family or household use. In all other cases, Buyer will not assert against any subsequent holder or assignee of this contract any claims or defenses the Buyer (debtor) may have against the Seller, or against the manufacturer of the vehicle or equipment obtained under this contract.

HOW THIS CONTRACT CAN BE CHANGED. This contract contains the entire agreement between you and us relating to this contract. Any change to the contract must be in writing and both you and we must sign it. No oral changes are binding.

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

SELLER'S RIGHT TO CANCEL If Buyer and Co-Buyer sign here, the provisions of the Seller's Right to Cancel section on page 5 of this contract giving the Seller the right to cancel if Seller is unable to assign this contract to a financial institution will apply.

Buyer X _____ Co-Buyer X _____ N/A _____

THE MINIMUM PUBLIC LIABILITY INSURANCE LIMITS PROVIDED IN LAW MUST BE MET BY EVERY PERSON WHO PURCHASES A VEHICLE. IF YOU ARE UNSURE WHETHER OR NOT YOUR CURRENT INSURANCE POLICY WILL COVER YOUR NEWLY ACQUIRED VEHICLE IN THE EVENT OF AN ACCIDENT, YOU SHOULD CONTACT YOUR INSURANCE AGENT.

WARNING:
YOUR PRESENT POLICY MAY NOT COVER COLLISION DAMAGE OR MAY NOT PROVIDE FOR FULL REPLACEMENT COSTS FOR THE VEHICLE BEING PURCHASED. IF YOU DO NOT HAVE FULL COVERAGE, SUPPLEMENTAL COVERAGE FOR COLLISION DAMAGE MAY BE AVAILABLE TO YOU THROUGH YOUR INSURANCE AGENT OR THROUGH THE SELLING DEALER. HOWEVER, UNLESS OTHERWISE SPECIFIED, THE COVERAGE YOU OBTAIN THROUGH THE DEALER PROTECTS ONLY THE DEALER, USUALLY UP TO THE AMOUNT OF THE UNPAID BALANCE REMAINING AFTER THE VEHICLE HAS BEEN REPOSSESSED AND SOLD.

FOR ADVICE ON FULL COVERAGE THAT WILL PROTECT YOU IN THE EVENT OF LOSS OR DAMAGE TO YOUR VEHICLE, YOU SHOULD CONTACT YOUR INSURANCE AGENT. THE BUYER SHALL SIGN TO ACKNOWLEDGE THAT HE/SHE UNDERSTANDS THESE PUBLIC LIABILITY TERMS AND CONDITIONS.

S/S X _____ X _____ N/A _____

PURCHASE ORDER

Notice to buyer: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled in copy of this agreement. (3) You can prepay the full amount due under this agreement at any time. (4) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement.

If you have a complaint concerning this sale, you should try to resolve it with the seller.

Complaints concerning unfair or deceptive practices or methods by the seller may be referred to the city attorney, the district attorney, or an investigator for the Department of Motor Vehicles, or any combination thereof. After this contract is signed, the seller may not change the financing or payment terms unless you agree in writing to the change. You do not have to agree to any change, and it is an unfair or deceptive practice for the seller to make a unilateral change.

Buyer Signature X _____ Co-Buyer Signature X _____ N/A _____

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.

THERE IS NO COOLING-OFF PERIOD UNLESS YOU OBTAIN A CONTRACT CANCELLATION OPTION

California law does not provide for a "cooling-off" or other cancellation period for vehicle sales. Therefore, you cannot later cancel this contract simply because you change your mind, decide the vehicle costs too much, or wish you had acquired a different vehicle. After you sign below, you may only cancel this contract with the agreement of the seller or for legal cause, such as fraud. However, California law does require a seller to offer a two-day contract cancellation option on used vehicles with a purchase price of less than forty thousand dollars (\$40,000), subject to certain statutory conditions. This contract cancellation option requirement does not apply to the sale of a recreational vehicle, a motorcycle, or an off-highway motor vehicle subject to identification under California law. See the vehicle contract cancellation option agreement for details.

YOU AGREE TO THE TERMS OF THIS CONTRACT. YOU CONFIRM THAT BEFORE YOU SIGNED THIS CONTRACT, WE GAVE IT TO YOU, AND YOU WERE FREE TO TAKE IT AND REVIEW IT. YOU ACKNOWLEDGE THAT YOU HAVE READ ALL PAGES OF THIS CONTRACT, INCLUDING THE ARBITRATION PROVISION ON PAGE 5, BEFORE SIGNING BELOW. YOU CONFIRM THAT YOU RECEIVED A COMPLETELY FILLED-IN COPY WHEN YOU SIGNED IT.

Buyer Signature X _____ Date 07/25/2023 Co-Buyer Signature X _____ N/A _____ Date _____ N/A _____

Buyer Printed Name SAN BERNARDINO INTERNATIONAL AIRPORT Co-Buyer Printed Name N/A

If the "business" use box is checked in "Primary Use for Which Purchased": Print Name SAN BERNARDINO INTERNATIONAL Title N/A

Co-Buyers and Other Owners - A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Other Owner Signature X N/A Address N/A

GUARANTY: To induce us to sell the vehicle to Buyer, each person who signs as a Guarantor actually guarantees the payment of this contract. If Buyer fails to pay any money owing on this contract, each Guarantor must pay it when asked. Each Guarantor will be liable for the total amount owing even if other persons also sign as Guarantor, and even if Buyer has a complete defense to Guarantor's demand for reimbursement. Each Guarantor agrees to be liable even if we do one or more of the following: (1) give the Buyer more time to pay one or more payments; (2) give a full or partial release to any other Guarantor; (3) release any security; (4) accept less from the Buyer than the total amount owing; or (5) otherwise reach a settlement relating to this contract or extend the contract. Each Guarantor acknowledges receipt of a completed copy of this contract and guaranty at the time of signing.

Guarantor waives notice of acceptance of this Guaranty, notice of the Buyer's non-payment, non-performance, and default; and notices of the amount owing at any time, and of any demands upon the Buyer.

Guarantor X N/A Date N/A Guarantor X N/A Date N/A
Address N/A Address N/A

Seller Signs CITRUS MOTORS ONTARIO INC Date 07/25/2023 By X Gabrielle Estrada Title F&I MNGR

Seller assigns its interest in this contract to N/A (Assignee) under the terms of Seller's agreement(s) with Assignee

☒ Assigned with recourse ☐ Assigned without recourse ☐ Assigned with limited recourse

Seller CITRUS MOTORS ONTARIO INC

By X Gabrielle Estrada Title F&I MANAGER