



1900 Campus Commons Drive, Suite 100  
Reston, VA, USA 20191  
(O) 703 716-0137 (F) 703 264-0615  
www.usalservices.com  
info@usalservices.com

# LEASE AGREEMENT

UNIT #L4111

**LESSEE:** Mission of Brazil to the United Nations/Brazilian Delegation  
747 3<sup>rd</sup> Avenue, 9<sup>th</sup> Floor  
New York, NY 10017

**LESSOR:** U.S. Automotive Leasing Services

In consideration of the mutual covenants and upon the terms and conditions hereinafter contained, Lessor agrees to lease to Lessee and Lessee hires from Lessor, the motor vehicle described below.

**VEHICLE INFORMATION:** 2020 Honda Odyssey EXVIN# 5FNRL6H55LB009297

**LEASE TERMS:** 36 months. This lease shall commence on the date the vehicle is delivered to the Lessee or Lessee's representative, or on the day the Lessor shall, at the instruction of the Lessee pay a dealer or supplier for the vehicle, whichever occurs first. **MONTHLY PAYMENT IS: \$588.00.**

**MILEAGE ALLOWANCE:** 45,000 total miles, during the full term of the Lease, without incurring a mileage charge. Lessee agrees to pay Lessor an Excess Mileage Charge of \$0.15 for each additional mile. If this lease is terminated prior to scheduled expiration date, the mileage allowed will be prorated over the number of months the lease was in effect to such termination. The first monthly payment is payable before or at time of delivery of vehicle. Subsequent monthly payments are payable in advance on the 1st day of the month every 12 months thereafter. If payments are not received by the tenth day of the month, a late payment charge of \$25.00 will be due along with accruable interest amounting to 1.5% of the balance due. This monthly payment does not reflect any local government, state fees, or, any fees assessed by a governing authority in the area in which this vehicle will be operated.

**INSURANCE:** Lessee agrees to pay for and maintain public liability and property damage insurance for personal injury, death or property damage covered by the Vehicle or its operation, in compliance with applicable law, but in any event not less than One Hundred Thousand Dollars (\$100,000) for bodily injury per person in any one accident, Three Hundred Thousand Dollars (\$300,000) for bodily injury per any one accident, and Fifty Thousand Dollars (\$50,000) for damage to property of others in any one accident. Lessee further agrees to pay for and maintain collision and comprehensive including fire and theft insurance on the Vehicle with a Five Hundred (\$500) or less deductible. Lessee agrees to furnish Lessor with insurance endorsements or other written evidence of the above required insurance coverage with insurance companies satisfactory to Lessor. The Lessor and any other party in interest designated by Lessor shall be named as an additional insured and loss payee. The insurance coverage shall begin on the date the Vehicle is delivered to the Lessee and shall continue until final settlement of the lease. In the event the insurance coverage required under this section is canceled, or the lessee is unwilling or unable to obtain such insurance coverage in effect, Lessor may, at its option, obtain the required insurance coverage or pay the delinquent premium or other payments on Lessee's behalf and Lessee hereby agrees to reimburse Lessor upon demand for any such costs or payments.

**INSURANCE AT LEASE INCEPTION:** State Farm, J.R. Orenstein, 45 S Middle Neck Rd, Great Neck, NY, 11021, 516-466-3276 is agency.

**THE FOLLOWING TERMS AND CONDITIONS ARE APPLICABLE TO THIS AGREEMENT**

**LEASE TERM:** This lease will begin when the vehicle is delivered and will continue for the number of months shown above.

**AGREEMENT OF LEASING:** This is an agreement of LEASE and NOT A SALE.

**OPTION TO BUY:** None

**LEASE TERMINATION LIABILITY and RETURN OF VEHICLE:**

Upon termination of this Lease, LESSEE will return Vehicle to Lessor's place of business, or such other location as Lessor may designate. Lessee agrees to pay Lessor, within 15 days, the sum of the following: any unpaid monthly lease payments, rent, or other charges due hereunder, excess mileage charges, if any, in accordance with LEASE TERMS above, the estimated, not the actual, cost of repairing any damage or other

repairs of items described in STANDARDS FOR WEAR AND TEAR. Any expense incurred in transporting or recovering the Vehicle.

**PREMATURE LEASE TERMINATION LIABILITY:**

Lessor may terminate this lease at any time, without prior written notice, if lessee is in default of any monetary or any other provision of this lease. Provided this lease is not in default, the lessee may terminate this lease at any time, following 180 days from the commencement date, by providing lessor 30 days advanced written notice and then by returning the Vehicle to Lessor. The Lessee's premature lease termination liability is as follows:

- (a) If this lease is terminated, at any time as the result of a Total Loss settlement, or more than 180 days prior to the scheduled expiration date, for any other reason, the amount Lessee will pay Lessor will be the product of the number of payments remaining under the term of this lease, multiplied by a Premature Termination Factor which shall be 95.0% of the monthly rental, plus any unpaid rental or other charges billed or to become due including, but not limited to any expenses Lessor may incur recovering or transporting the Vehicle, plus an Early Termination Fee of \$750.00.
- (b) If the Lease is terminated (other than as provided in (a)), at any time within 180 days of the scheduled Lease expiration date; the termination will be in accordance with **LEASE TERMINATION LIABILITY and RETURN OF VEHICLE**, excepting that, in addition the Lessee will pay Lessor, a termination charge, as agreed liquidated damages, equal to the entire sum of remaining rentals due hereunder (the product of the remaining number of months or payments multiplied by the monthly or annual rental).

**LEASE PAYMENTS:** Payments are due in advance of the 1st day of each month. The payment is due in full without regard to any monies that may be owed to the lessee by U.S. Automotive Leasing Services. If the delivery date is other than the 1st of the month, a partial payment based on the actual number of days remaining in the month may be due if agreeable to both parties.

**LATE PAYMENTS:** When any payment is not paid by the 10th of the month for which it is due a late payment charge of \$25.00 will be assessed in addition to late payment penalty of 1.5% interest of the amount owing.

**LICENSING AND REGISTRATION FEES:** Lessee will pay all government assessments, taxes, fees and charges associated with the vehicle. Lessee will promptly pay, or reimburse Lessor within 15 days, all costs of license or sticker renewals, state, city or county personal property or other taxes and fees that would be applicable to include this lease or the Vehicle, or that might result from the relocation of the Vehicle. Lessor will provide proper documentation listing these charges with our invoice.

**PARKING TICKETS, TRAFFIC FINES and RETURN CHECK FEES:** Lessee will promptly pay all parking tickets and traffic fines relating to the Vehicle. If Lessor pays any fines, or penalty on Lessee's behalf Lessee will, within 15 days of notice, reimburse Lessor the amount paid, plus a \$299.00 administrative fee. Lessor is not obligated to protest any fine, penalty or ticket assessed against Lessor or the Vehicle. If Lessee's payment of any obligations due hereunder is returned by the bank for any reason Lessee will pay a \$50 return check fee.

**CANCELLATION OF ORDER, DAMAGES:** If Lessee shall instruct or otherwise cause Lessor to cancel the order for the Vehicle from any supplier after the execution of this lease agreement, then Lessee shall reimburse the Lessor for any costs associated with the cancellation.

**DELIVERY OF VEHICLE:** The Vehicle shall be delivered to Lessee at the supplier's place of business or at such other place as shall be agreed upon between Lessor and Lessee. Delivery shall be made within five (5) days of notice to the Lessee by the Lessor that the Vehicle is ready for delivery. Lessor shall have no liability if the supplier does not deliver the Vehicle to the Lessor or Lessee for any reason.

**RETURN OF VEHICLE:** At the end of the term of the Lease, Lessee agrees to return the Vehicle to the Lessor's place of business, or, such other place as shall be agreed upon between Lessor and Lessee. The Vehicle shall be returned in good operating condition and working order, free from physical or mechanical damage, except for reasonable wear and tear. Lessee agrees to return the Vehicle at his expense with all supporting documentation relating to the Vehicles license, registration and/or ownership of the Vehicle. Lessee further agrees to accurately report and be liable for the correct mileage accumulated on the Vehicle.

**STANDARDS FOR WEAR AND TEAR:** Upon Lease termination, the vehicle will be subject to inspection by Lessor. The Lessee shall be responsible for paying the costs of restoring the Vehicle to the required condition. The Vehicle will be deemed to have been subject to excess wear and tear if it is not returned in good operating condition, free from physical damage. Among the standards for excess wear and tear are: the manufacturer's maintenance schedule has not be met; the Vehicle will not pass any inspection required by law,

even if an inspection is not then due; the vehicle does not have four undamaged matching tires of original quality with at least 1/8th inch tread at its lowest point, and all other equipment and accessories, in working order as installed at delivery; there are rips, tears, burns, soiling or excessive wear in the carpet, upholstery or soft trim; there are scratches, dents, pits, mismatches of paint, rust or cracks in the body or trim, body damage that would cost more than \$25.00 to repair, vehicle areas repainted in other than the original color, special identifications or markings anywhere on or in the Vehicle, cracked or broken windows, lenses or lights; damage resulting from flood, hail, sand, excessive use, misuse, abuse, negligence or accident. Lessor will provide Lessee with a written estimate detailing the costs to bring the Vehicle back to the condition required.

**NO WARRANTIES:** Lessor states and Lessee acknowledges that the Lessor makes no warranty or representation, either expressed or implied as to the design, condition, and quality of the material, workmanship, merchantability or fitness for any particular purpose of the vehicle. Lessee agrees that the Lessor will not be held responsible for any losses incurred as a result of loss of use of the Vehicle, for any reason, during the lease term.

**VEHICLE USE:** Lessee shall not use or allow the use of the Vehicle for any illegal purpose or for the transportation of any material deemed hazardous. Lessee further agrees to reimburse Lessor for any Vehicle confiscated by any government agency, or other expense incurred as a result thereof, of any illegal use of the Vehicle. Lessee shall not use the vehicle for any purpose for which it has not been designed, or for the transportation for hire of goods, passengers, or animals. Lessor shall not be responsible for any goods, equipment, property installed, carried or placed in the Vehicle by the Lessee or anyone else. Lessee shall not allow the use of the Vehicle outside of the United States without the prior consent of the Lessor.

**VEHICLE OPERATION:** The Vehicle shall be operated only by a safe, competent and duly licensed driver. If the Lessee's permission to operate the Vehicle is denied by any governmental agency the Lessee must cease to operate the Vehicle, must notify the Lessor within ten (10) days of said denial, and must return the Vehicle to the Lessor at his expense. During any investigation, defense or prosecution of any claim or suit arising from possession or operation of the vehicle, Lessee agrees to fully cooperate with the Lessor and its agents and to hold harmless the Lessor from any damages, fines or lawsuits that may be incurred as a result of these actions. The Lessee continues to be responsible for any and all payments due and expenses incurred until such time as the Lessee and Lessor agree to a resolution of the permission to operate the Vehicle.

**INDEMNITY:** Lessee agrees to assume all liability for injury, death, and property damage occasioned by the operation, maintenance, use and possession of the Vehicle at all times prior to the termination or expiration of the Lease, redelivery of the Vehicle to Lessor and Final Settlement. Lessor does not assume any liability for any acts or omissions of Lessee or Lessee's drivers, agents or employees. Lessee hereby releases Lessor and agrees to indemnify and hold harmless Lessor, Lessor's agents and employees of any kind or nature whatsoever arising out of or resulting from the condition (including latent and other defects not readily discoverable) of the Vehicle, or the use or operation of the Vehicle by any person. Lessee agrees to indemnify Lessor for any expenses and legal fees related to such claims. The indemnity and assumptions of liability in this section shall continue in full force and effect at all times prior to expiration or termination of this lease, and redelivery of the Vehicle to Lessor. The Lessee may elect at any time to control the conduct of any third-party claim that is the subject of this Indemnity. The Lessor shall render all assistance reasonably requested by The Lessee in relation to the claim. The Lessor shall promptly notify the Lessee if it becomes aware of any event or circumstance which may cause it to rely upon the indemnity provided in this section. This section shall not apply to the extent that the losses, liabilities, injuries, claims, demands, costs or expenses were caused by malicious, fraudulent, willful, illegal or reckless acts or omissions of the Lessor or its employees.

**REPAIR, DAMAGE, LOSS, THEFT AND DESTRUCTION:** Lessee agrees to promptly notify Lessor if Vehicle is damaged or destroyed in an accident or other occurrence, is stolen, abandoned or the subject of undue peril. Lessee shall bear all risks of damage, loss, theft or destruction of the Vehicle. The cost and expense of all replacement parts, repairs or substitution of parts or equipment on the Vehicle shall be borne by the Lessee. Lessee's obligation to make any payments under this Lease shall continue until final settlement is reached by the Lessor and Lessee.

**DEFAULT:** Lessee shall be in default of this Lease under any of the following circumstances:

- A. if Lessee fails to make any payments specified under this lease;
- B. if Lessee fails to perform or permits the breaking of any of the terms, conditions, covenants or agreements of this Lease;
- C. if bankruptcy or insolvency proceedings are commenced by or against Lessee;
- D. if any other entity or person obtains an interest in the Vehicle including a lien or encumbrance;
- E. upon the occurrence of any event which Lessor reasonably believes imperils the prospect of full performance

or satisfaction of the Lessee's obligation herein.

**POSSESSION AFTER THE LEASE HAS ENDED:** If the Lessee retains possession of the Vehicle after the term of the lease has ended, Lessee agrees that all the terms of this Lease shall remain in full force and effect and that the Lessor shall continue to charge the Lessee the total monthly rental and any other charges under the Lease. This section shall not in any way be construed as granting Lessee any right whatsoever to retain possession of the Vehicle after expiration of the Lease, nor as a waiver by Lessor of any of his rights under the default provisions of this Lease.

**REMEDIES OF LESSOR:** If lessee is in default of this Lease as defined in paragraph "DEFAULT", Lessee agrees that Lessor may exercise it's right to terminate the lease, take possession of the Vehicle by lawful means, and take whatever actions as Lessor may deem necessary and/or appropriate in order to protect, preserve or otherwise safeguard it's interests. Lessee agrees that Lessor may call all sums due under this Lease and proceed to collect the expenses of collection including court costs, attorney's fees and other collection expenses; and Lessor may exercise any remedy available at law, equity or otherwise, as a result of Lessee's negligence. Repossession by Lessor and any sale by Lessor of any Vehicle repossessed, shall not affect the right of Lessor to, and Lessor shall nevertheless have the right to recover from Lessee any and all damages which Lessor shall have sustained by reason of the breach by Lessee of any of the covenants and terms of this agreement. Lessor's rights and remedies with respect to any of the terms and conditions of this agreement shall be cumulative and not exclusive and shall be in addition to all other rights and remedies in its favor. The failure by Lessor at any time to exercise any remedy or right reserved to it, or to require performance of any of the terms or provisions of this Lease, shall not be a waiver of any default under this Lease nor a waiver of any right of Lessor upon Lessee's default nor shall it affect the right of Lessor to enforce the provisions of this Lease thereafter.

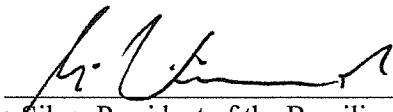
**ASSIGNMENT OF THIS LEASE AGREEMENT:** Lessee acknowledges that this agreement cannot be assigned or transferred nor can the Vehicle be sublet, pledged or mortgaged or otherwise encumbered without the expressed consent of the Lessor.

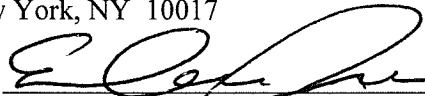
**FINANCING DISCLOSURE:** Lessee acknowledges the fact that this vehicle will be financed by U.S. Automotive Leasing Services, Inc., and, that a lien will be placed on the title of this vehicle protecting their interest, and that of selected lender, if applicable.

**CROSS COLLATERALIZATION AGREEMENT:** Lessee agrees that the equipment covered by this lease agreement is subject to this Cross-Collateral clause. Namely, the lease you are signing covers not only the named equipment but all other obligations you owe Lessor now and in the future. Should this lease become delinquent, or go into default, all obligations/leases, loans owed by Lessee to Lessor immediately become due and payable on demand.

This Lease constitutes the entire agreement between the parties and shall not be amended or altered in any manner except by an instrument in writing executed by both parties and attached hereto. This Lease shall not be effective unless and until accepted and executed by a corporate officer of U.S. Automotive Leasing Services, Inc., the Lessor, at the address in the Commonwealth of Virginia, set forth at the end of this Lease. This Lease and the rights and obligations of the parties hereunder shall be construed, interpreted and determined by the laws of the Commonwealth of Virginia.

**BY SIGNING BELOW, LESSEE ACCEPTS THE TERMS AND CONDITIONS OF THIS LEASE AGREEMENT AND STATES THAT THIS VEHICLE WILL BE USED PRIMARILY FOR BUSINESS PURPOSES.**

**ACCEPTED FOR LESSEE:**  DATE: 11/27/2019  
Captain André Luis Ferreira Da Silva, President of the Brazilian Naval Commission in Washington  
Mission of Brazil to the United Nations/Brazilian Delegation,  
747 3<sup>rd</sup> Avenue, 9<sup>th</sup> Floor, New York, NY 10017

**AGREED TO BY LESSOR:**  DATE: 11/27/2019  
Elmer W. Jones, Secretary, US Automotive Leasing Services, Inc.  
1900 Campus Commons Dr, Suite 100, Reston, VA 20191-3610

LEASE BEGINS ON: 12/1/2019 Lease ends on 11/30/2022.

MILEAGE AT DELIVERY: 79

