

## COMMERCIAL LEASE AGREEMENT (CLOSED-END)

THIS COMMERCIAL LEASE AGREEMENT, the "Lease", entered into as of the Closing Date shown below between Kearny Mesa Toyota, a California Corporation (State of Domicile and Type of Business Organization) having its principal executive office at 4910 Kearny Mesa Rd, San Diego, CA 92111, hereinafter referred to as "Lessor" and Scott Eddy hereinafter referred to as "Lessee". This Lease is assigned to CCAP Auto Lease Ltd. ("Assignee"). Santander Consumer USA Inc. ("SCUSA") is Assignee's servicer with full authority to act on Assignee's behalf and to exercise Assignee's rights under this Lease and Uber, Inc. and its subsidiaries ("Uber") has authority under this Lease only to deliver payments under Section 2D.

WHEREAS, Lessor, or its assigns, is the owner of a certain Vehicle selected by Lessee described as below, hereinafter referred to as the "Vehicle".

WHEREAS, Lessee desires to lease the Vehicle for terms as hereinafter specified, acknowledges that the Vehicle is in good working order and has the odometer reading recorded below;

NOW, THEREFORE, in consideration of the covenants, conditions and promises herein contained, the parties mutually agree as follows:

### 1. LEASE TERM AND PAYMENT AMOUNTS

#### A. Single Vehicle Lease

The Vehicle leased under this Lease is described as follows:

Year 2014 Make Toyota Model Avalon

B.	Vehicle Identification Number:	<u>4T1BD1EB4EU022401</u>
C.	Closing Date:	<u>06/27/2014</u>
D.	Lease Term:	<u>52 Months</u>
E.	Security Deposit:	<u>\$ 0</u>
F.	Capital Cost Reduction:	<u>\$ 1,000</u>
G.	Weekly Payment:	<u>\$ 293.85</u>
H.	Advance Payment:	<u>\$ 0</u>
I.	Purchase Option Price:	<u>\$ 1</u>
J.	Odometer Reading:	<u>40,000</u>
K.	Anticipated Annual Mileage Usage:	<u>40,000</u>
L.	Documentary Fee at Lease Signing:	<u>\$ 0</u>
M.	Origination Fee at Lease Signing:	<u>\$ 0</u>
N.	Administrative Fee at Lease Termination or Lease-End:	<u>\$ 595</u>
O.	Contract Management Fee:	<u>\$ 0</u> per week

## 2. GENERAL LEASE PROVISIONS

**A. Lease of Vehicle.** This Lease creates a lease of the Vehicle only and does not create a sale thereof or the creation of any other interest therein by Lessee or transfer title to the Vehicle. Lessee agrees to keep the Vehicle and title free and clear of all liens and encumbrances. Lessee acknowledges that it will not be treated as the owner of the Vehicle for federal income tax purposes.

### **B. Vehicle Use**

Lessee will lease the Vehicle exclusively for business and commercial purposes as a livery vehicle to meet riders' requests conveyed through Uber during the term of the Lease. Lessee acknowledges that lease of the Vehicle for exclusively business and commercial purposes is a material inducement for the Lessor to enter into this Lease.

**C. Control of Vehicle.** The Vehicle leased herein shall be at all times under the sole and absolute control of Lessee, subject to the rights of Lessor as provided herein.

**D. Lease Payment Obligations/Assignment of Uber Payment Right.** Upon acceptance of the Vehicle, the obligation of Lessee to pay weekly lease payments for the term hereunder is absolute and unconditional unless the Lease terminates. Weekly lease payments shall accrue from the date hereof. In addition to the Section 1G weekly payment, Lessor shall pay to Lessee the Section 1O Contract Management Fee each week. Lessee assigns to Lessor all of Lessee's right, title and interest in amounts due from Uber to the full extent of the Section 1G and Section 1O weekly lease payment amounts. To the extent Lessee's payment obligations under this Agreement exceed the presently due amount of such assigned right to payments from Uber, Lessor, by notice to Lessee, may require payments to be made hereunder to be paid by immediately available funds (for example: cashier's check, certified bank check, or wire transfer) at any time or, at Lessor's option, Lessor may permit payment by personal check, credit card or debit card. Lessee may prepay this Lease at any time and will not be obligated to pay the Section 8B Early Termination Surcharge if Lessee prepays all of Lessee's obligations under this Lease before termination.

**E. Maintenance/Repairs.** Lessee shall, at its own expense, keep and maintain the Vehicle in good operating condition and working order as a livery vehicle, and in compliance with all applicable regulations, including all repairs and maintenance, mechanical or otherwise occasioned by livery use, accident or casualty, including, without limitation, the replacement of all parts and equipment of the Vehicle as recommended by the manufacturer. All maintenance required must be completed by Dealer or any other motor vehicle dealer or automotive service provider specifically approved in writing by Lessor and Lessee will deliver the Vehicle to such Dealer or other service provider as instructed by Lessor. All repairs and service recommended by such Dealer or other service provider and approved by Lessor must be completed. **Lessor does not have the right to use the Vehicle until such maintenance and approved repairs are completed. In the event of accident or casualty loss, Lessee shall notify Lessor within 24 hours of such accident or casualty and disclose the extent of damage and proposed method of repair.** Lessor may, at its option, in the event of an accident, require damage repairs according to manufacturer specifications at facilities designated by the Lessor. Lessee will comply with all

manufacturer recall notices for the Vehicle. Lessee shall maintain and make available all records required by applicable law.

**F. Lessor Inspection.** Lessor is hereby given the right, but not the duty, upon reasonable notice to Lessee and during its regular business hours, to inspect the Vehicle on the premises of Lessee, or wherever located and to inspect the odometer for purposes of determining and assessing actual mileage in relation to the anticipated mileage under Section 1K. In the event that Lessor determines that Lessee is not maintaining the Vehicle in good operating condition, or does not make the Vehicle available for inspection, Lessor shall give Lessee written notice of its determination, and Lessee shall have fourteen (14) days to cure same. Lessee failure to cure shall be deemed an event of default hereunder. Any costs or expenses incurred by Lessor in connection with this paragraph shall be the obligation of the Lessee, payable within thirty (30) days of invoice. Any amounts due and owing hereunder shall constitute a part of this Lease and be incorporated herein and shall be secured by the Vehicle leased herein. Any default by Lessee in the payment thereof when due, shall entitle Lessor to utilize all available remedies for breach hereunder, including, but not be limited to, self-help recovery of possession. Lessee agrees to keep Lessor informed at all times of Lessee's principal place of business and the principal garage and location of the Vehicle.

**G. Information/Consumer Reporting.** Lessee agrees upon Lessor's request to furnish Lessor its most recent credit information as Lessor shall request and such other matters relating to the use and operation of the Vehicle as may, in the reasonable judgment of Lessor, be pertinent. Lessee grants Lessor the right to review all financial information and other information about Lessee arising out of, and regarding, Lessee's relationship with Uber, including ride completion, feedback and gross revenue and Lessee grants Lessor the right to review all information pertaining to Lessee that is in the possession or control of Uber. If Lessee is an individual, Lessee hereby instructs that all consumer reporting agencies provide Lessor consumer reports regarding Lessee. Lessee acknowledges that Lessor may use credit reports, release information, and other credit and employment history to review a current account, reinvestigate credit, monitor this Lease or the Vehicle, for collection, or for marketing to the full extent permitted by law without any requirement for Lessor to specify a particular purpose.

**H. Warranties.** LESSOR MAKES NO WARRANTY, REPRESENTATION, OR GUARANTEE, EXPRESS OR IMPLIED, WRITTEN OR ORAL, OF MECHANICAL CONDITION, RELIABILITY, CAPACITY, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE WHATSOEVER. THE VEHICLE IS LEASED AND ACCEPTED BY LESSEE STRICTLY "AS IS". LESSOR SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AND ANY LIABILITY FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF THE USE OF OR THE INABILITY TO USE THE VEHICLE. FURTHER, LESSEE SPECIFICALLY ACKNOWLEDGES THAT IT HAS HAD FULL OPPORTUNITY TO INSPECT SAID VEHICLE TO ITS FULL AND COMPLETE SATISFACTION AND IT IS FURTHER AGREED BETWEEN THE PARTIES HERETO THAT NO ORAL REPRESENTATIONS OR STATEMENTS MADE BY LESSOR SHALL BE BINDING UPON LESSOR OR FORM A PART OF THIS AGREEMENT OR IN ANY MANNER BE INCORPORATED HEREIN. LESSOR SHALL BE DEEMED TO HAVE FULLY

PERFORMED ITS OBLIGATIONS UNDER THIS LEASE AT THE TIME THE VEHICLE IS DELIVERED AND ACCEPTED BY LESSEE.

To the extent permitted by law, Lessee waives the right to (i) repudiate the Lease; (ii) reject the Vehicle; (iii) revoke acceptance of the Vehicle; (iv) recover damages from Lessor for breaches of warranty or any other reason; (v) grant a security interest in the Vehicle to a third party; (vi) deduct from lease payments all or any part of any claim damages resulting from Lessor's default, if any.

In the event of a manufacturer's warranty, Lessor, assuming no liability to itself, shall assign to Lessee the manufacturer's warranty, as applicable, during the Lease term.

**I. Operation.** Lessee shall not allow any other person to operate the Vehicle at any time. LESSEE SHALL NOT ALLOW THE VEHICLE TO BE OPERATED OUTSIDE OF THE UNITED STATES. LESSEE SHALL ALSO OPERATE THE VEHICLE IN COMPLIANCE WITH ALL APPLICABLE LAWS, RULES AND REGULATIONS, INCLUDING BUT NOT LIMITED TO ANY STATE, LOCAL OR MUNICIPAL LAWS REGULATING LIVERY VEHICLES, DEPARTMENT OF TRANSPORTATION, ENVIRONMENTAL AND MOTOR VEHICLE REGULATIONS. LESSEE SHALL NOT TRANSPORT ANY HAZARDOUS MATERIALS OR CONTROLLED SUBSTANCES HOWEVER DEFINED.

**J. Assignment.** This Lease shall not be assigned nor the Vehicle sublet by Lessee without prior written consent of Lessor. Should Lessor discover or otherwise obtain a reasonable basis to believe that the Lessee has assigned the lease or sublet the subject Vehicle to any third party, Lessor shall have the unequivocal and unlimited right to immediately repossess the Vehicle, in addition to all other available remedies. Lessor reserves the right to assign this Lease and this Lease shall remain in full force and effect following assignment by Lessor.

By executing this Lease, Lessor assigns this Lease and all rights under this Lease to Assignee and transfers ownership of the Vehicle to Assignee. Assignee may assign this Lease or grant a security interest in the Vehicle, or both, in whole or in part, without notice to Lessee. Lessee agrees to subordinate any leasehold interest in the Vehicle if requested by Assignee. If Lessee is given notice of such assignment, if requested, it shall acknowledge receipt of that notice in writing and follow the payment directions in such notice. Each assignee or grantee shall have all of the rights but none of the obligations of Lessor (provided such assignee is a financial lessor) under this Lease and Lessee shall not assert against any subsequent assignee and/or grantee any claim, defense, counterclaim or offset that Lessee may have against the original Lessor.

**K. License and Registration Fees.** If required by applicable state law, Lessee will register and title the Vehicle with the appropriate Department of Motor Vehicles within 30 days of the date of this Lease listing Lessor as owner and having said title delivered to Lessor. Such delivery shall be deemed to occur on the date Lessor receives actual possession of said title and not at the time of mailing. All fees and costs in respect to licenses, permits, registrations, plates, and cards that are required because of or otherwise incidental to Lessee's livery operations under federal or state law, shall be borne by Lessee.



**L. Taxes.** Lessee will be responsible for the payment of, and indemnify Lessor for and hold Lessor harmless from and against, any and all taxes, levies, imposts, duties, charges, assessments, fees, or withholdings of any nature, together with any penalties, fines, or interest thereon, arising out of (i) this Lease and transactions contemplated by this Lease; (ii) the ownership, possession, leasing, delivery, use, operation, return, or disposition of the Vehicle; or (iii) the lease payments, receipts, or earnings arising therefrom, regardless of whether such taxes, levies, imposts, duties, charges, assessments, fees, withholdings, or penalties, fines or interest are, by law or otherwise, imposed against Lessor, Lessee, or the Vehicle, including, without limitation, any and all titling, registration, documentation, and leasing fees and taxes, sales taxes, use taxes, personal property taxes, ad valorem taxes, state, county, municipal, or other property taxes, excise taxes, and other taxes of every kind or nature. If the legal obligation for any of the taxes referenced above or other charges is imposed upon Lessor, Lessee agrees to reimburse Lessor. Lessee's obligations under this paragraph are absolute and shall survive the termination and/or the completion of this Lease, irrespective of the date such taxes are determined to be owing. Lessee shall not, however, be obligated to pay any taxes on or measured by Lessor's net income. Lessee further agrees to comply with all state or local laws requiring the filing of ad valorem, property, or other tax returns with respect to the Vehicle.

**M. Performance by Lessor.** If Lessee shall fail to duly and promptly perform any of its obligations under this Lease with respect to the Vehicle, Lessor may, at its option, but without the duty to do so, perform any act or make any payment, which Lessor deems necessary for the maintenance and preservation of the Vehicle and Lessor's title thereto, including payments for satisfaction of liens, repairs, taxes, fines, levies and insurance. All sums so paid or incurred by Lessor, together with interest thereon at eighteen percent (18.0%) per annum, and all reasonable legal fees incurred by Lessor in connection therewith, shall be additional rent under this Lease and payable by Lessee to Lessor on demand. The performance of any act or payment by Lessor as aforesaid shall not be deemed a waiver or release of any obligation or default on the part of Lessee, all of Lessor's remedies being cumulative.

**N. Power of Attorney.** Lessee hereby appoints Lessor as Lessee's Attorney-in-Fact to execute and deliver proofs of claim, receive payments, endorse checks and other documents, and to take any other actions necessary to pursue insurance claims and recover payments. Lessee hereby irrevocably appoints Lessor as Lessee's attorney-in-fact to execute, apply, amend, file, or take any reasonably necessary action to confirm or perfect Lessor's security interest in the equipment. Lessor has the right to offset any and all costs and expenses associated with pursuing claims, perfecting title, and recovering payments before distributing recovered payments, if any, to Lessee.

**O. Agreement to Replace Lost or Misplaced Documents and to Correct Misstated or Inaccurate Documents:** Regardless of the reason for any loss, misplacement, or inaccuracy in any document evidencing and/or securing this Lease, Lessee agrees to execute and/or initial and deliver any and all "Replacement Documents" as defined in this paragraph. Lessee agrees to deliver to Lessor any documents Lessor deems necessary to replace or correct the lost, misplaced, misstated or inaccurate document(s). The documents Lessor requests Lessee to execute and/or initial and deliver pursuant to this paragraph shall hereinafter be referred to as "Replacement Documents". Lessee agrees to deliver the "Replacement Documents" within 10

(ten) days after receipt by Lessee of a written request from Lessor for them.

### 3. INSURANCE

A. During such time that Lessee is covered under Uber's Commercial Automobile Insurance for approved livery business use of the Vehicle and Lessee is not operating Vehicle for business use other than with Uber, Lessor may, at its sole and absolute discretion evidenced in writing, accept from Lessee a compliant Personal Automobile Certificate of Insurance evidencing the required limits, terms and conditions except livery business use; Uber's Commercial Automobile Liability Insurance would then be considered Excess over Lessee's Personal Automobile Insurance. Lessor's acceptance shall be considered automatically and immediately rescinded should: (a) Uber's coverage no longer be compliant; (b), Lessee no longer provide services for Uber; and/or (c) Lessee operate Vehicle for any business use other than livery business use with Uber. At such time that Lessor's acceptance is rescinded, Lessee is automatically and immediately required to meet all Commercial Automobile Insurance requirements hereunder or provide an affidavit that Lessee is no longer operating the Vehicle for business use

B. **Liability Insurance.** Subject to the provisions below, Lessee shall procure and maintain in full force and effect throughout the term of this Lease and any extension hereof, Commercial Automobile Liability Insurance to protect Lessee and Lessor against all losses, costs (including reasonable attorneys' fees, defense costs and disbursements), and damages for any injury, claim, liability imposed by law or otherwise, or damage arising out of the ownership, possession, lease, operation, maintenance, and use of the Vehicle howsoever caused. This insurance shall be provided by an insurance company and agent acceptable to Lessor, and Lessor reserves the right to reject any insurance company or agent; however, Lessor agrees it will not do so unreasonably. This insurance shall have a minimum combined single limit of \$500,000 or separate limits for bodily injury (including personal injury) and death of not less than \$100,000 per person and \$300,000 per occurrence and property damage of not less than \$50,000 or such other minimum limits as required by law in the jurisdictions in which Lessee operates; whichever is higher. This insurance shall also include any limits required by any applicable no-fault and/or uninsured motorist law. This insurance shall not carry a deductible or retention unless expressly agreed by Lessor, and shall include a contractual liability and livery business use endorsement. This insurance shall name Lessor, its parent company, their subsidiary companies, their directors, officers, and employees, and their successors and assigns as additional insureds with subrogation waived. This insurance shall be primary and any insurance available to Lessor, its parent company, their subsidiary companies, their directors, officers and employees, and their successors and assigns is excess of and noncontributory to this insurance. This insurance shall provide for 30 days advance written notice by certified mail to Lessor and any required government authority notice of any cancellation, non-renewal or material change in the policy terms and conditions. Lessee shall cause the insurance company providing this insurance to endorse the policy to reflect the requirements stated herein. Lessee shall evidence this insurance to Lessor by forwarding a certificate of insurance prior to the commencement of this Lease and prior to any renewal date or substitution date of the required coverage. Lessee shall indemnify Lessor, if Lessee's agent, broker, or company fails to obtain required coverage or endorsements.

**C. Physical Damage Insurance.** Lessee shall procure and maintain in full force and effect the proper insurance coverage throughout the term of this Lease to protect Lessor against loss or damage to the Vehicle caused by collision and other perils, commonly referred to as comprehensive perils that include but are not limited to fire, windstorm, hail, malicious mischief, vandalism, glass breakage and theft. This insurance shall be provided by an insurance company and agent acceptable to Lessor and Lessor reserves the right to reject any insurance company or agent; however, Lessor agrees it will not do so unreasonably. This insurance shall protect Lessor for the Stated or Actual Cash Value (ACV) of the Vehicle and carry an occurrence deductible of not more than \$1,000. This insurance shall name Lessor and its assigns as sole loss payee. This insurance shall waive subrogation against Lessor, its parent company, their subsidiary companies, their directors, officers, and employees, their successors and assigns. This insurance shall be primary and any insurance available to Lessor and its assigns is noncontributory and excess over any other collectible insurance whether primary, excess or contingent. This insurance shall include a contractual liability endorsement. This insurance shall provide for 30 days advance written notice by certified mail to Lessor of any cancellation, non-renewal, limit reduction or material change in the policy terms and conditions. Lessee shall cause the insurance company providing this insurance to endorse the policy to reflect the requirements stated herein. Lessee shall evidence this insurance to Lessor by forwarding a certificate of insurance prior to the commencement of this Lease prior to any renewal date or substitution date of the required coverage. Lessee shall indemnify Lessor, if Lessee's agent, broker, or company fails to obtain required coverage or endorsements.

**D. Attorney-in-Fact.** Lessee hereby appoints Lessor as Lessee's Attorney-in-Fact to execute and deliver proofs of claim, receive payments, endorse checks and other documents, and to take any other actions necessary to pursue insurance claims and recover payments. Lessor has the right to offset any and all costs and expenses associated with pursuing claims and recovering payments from the amount recovered before distributing recovered payments, if any, to Lessee.

**E. Failure to Procure and Maintain Insurance.** Lessee shall not operate the Vehicle, under any circumstances, without insurance coverage required herein and by applicable regulatory authorities. Lessee shall have the entire burden of ensuring that Lessor has full and complete notice of all insurance coverages on the Vehicle, and the failure by any insurance company to provide notice to Lessor of insurance coverage shall not constitute a defense by Lessee to the exercise of any remedies granted Lessor hereunder. In the event Lessee fails to procure and maintain the required insurance or provide evidence of such insurance, such failure shall be deemed to be a material default hereunder and the Vehicle shall be immediately returned to Lessor, if allowable under applicable law unless Lessor directs Lessee otherwise. Lessor, at its sole discretion, may (1) purchase insurance and charge Lessee for the cost of the insurance plus administrative expenses or (2) place the vehicle on an existing policy of Lessor and charge Lessee a reasonable percentage of the premium for such insurance. This insurance need not protect Lessee's interests and need not be the same coverage as the Lessee is required to maintain under this Section 3. The coverage that Lessor purchases or maintains may not pay any claim by Lessee or any claim that is made against Lessee. Lessor has no obligation to purchase such insurance and Lessor's purchase does not forgive any default or otherwise modify the Lessee's obligations, including the obligation to maintain insurance. If Lessee does not maintain the required insurance Lessor may, if allowable under applicable law, terminate the Lease at any time regardless of whether Lessor has purchased insurance on the Vehicle or placed the Vehicle

on an existing policy.

**F. Indemnification and Hold Harmless.** Lessee agrees to defend, indemnify and hold Lessor (including its parent company, affiliates, subsidiaries, officers, directors and employees) harmless for any and all losses, damages, liability imposed by law or otherwise, claims, injuries and expenses (including attorneys' fees, defense and other costs and disbursements) that arise from this Lease, or from the Lessee's selection, delivery, use or possession of the Vehicle. Lessee's agreement to indemnify Lessor and hold Lessor harmless will survive termination of this Lease and repossession of the Vehicle. As set forth in greater detail under Section 11, it is the intention of the parties to transfer all liability from Lessor to Lessee whether the liability is caused in whole or in part by Lessor, Lessee or both. Lessee's obligation to defend, indemnify and hold harmless Lessor, shall in no manner be construed to limit or relieve Lessee's obligation to provide the insurance coverage required herein.

**G. Limit of Lessor's Liability and Disclaimer of Consequential Damages.** Lessor shall not be liable for any failure to perform any provision hereof resulting from fire or other casualty, riot, terrorist act, strike or other labor difficulty, governmental regulation or restriction of any cause beyond Lessor's control. In no event shall Lessor be liable for any loss or profits or other consequential damages or any inconvenience resulting from any theft, damage to, loss of, defect in or failure of a leased Vehicle or the time consumed in recovering, repairing, adjusting, servicing or replacing the same, and there shall be no abatement or apportionment of amounts due hereunder during such time.

#### **4. RISK OF LOSS AND DESTRUCTION OF VEHICLE**

During the term of this Lease, Lessee assumes and bears the risk of loss for the subject Vehicle, regardless of cause. If the subject Vehicle is destroyed, damaged beyond repair, or is lost, stolen or converted and not recovered within thirty (30) days, Lessee shall have no further rights or claims in and to the subject Vehicle. In such event, Lessee assigns to Lessor all Lessee's rights under any policy of insurance and agrees that Lessor shall be entitled to the full amount of any and all insurance proceeds. Nothing contained herein shall be construed to relieve Lessee from any obligations otherwise set forth in this Lease.

#### **5. DEFAULT**

The events shall constitute an "Event of Default":

- (a) Lessee shall default in the payment of any amount due under this Lease, or any amendment hereof, or other agreements or notes with Lessor or its affiliates, or in the making of any other payment hereunder when due; or
- (b) Lessee shall breach any terms of Lessee's agreement with Uber ("Uber Agreement") or such Uber Agreement is no longer in effect;
- (c) Lessee shall default in the performance of any other covenant in this Lease; or



- (d) Any representation or warranty made by Lessee, any guarantor of this Lease, or any agent, employee, or other representative of Lessee, or in any guarantee, document, financial statement, report, or certificate furnished to Lessor in connection herewith or pursuant hereto proves to be misleading at any time in any material respect; or
- (e) Lessee shall fail to maintain the insurance required by Section 3A or Section 3B, above; or
- (f) Lessor deems itself insecure as to the condition or use of the Vehicle or its ownership rights therein, including, without limitation, Lessee exceeding the Anticipated Annual Mileage Usage set forth in Section 1J; or
- (g) Lessee becomes insolvent or makes an assignment for the benefit of creditors; or
- (h) Lessee applies for or consents to the appointment of a receiver, trustee, or liquidator of Lessee, of all or a substantial part of the assets of Lessee, or if such receiver, trustee or liquidator is appointed without the application or consent of Lessee; or
- (i) A petition is filed by or against Lessee under the Bankruptcy Code or any amendment thereto (including, without limitation, a petition for liquidation, reorganization, rearrangement, or extension) or under any other insolvency law or law providing for the relief of debtors; or
- (j) Lessee is charged with or arrested for a felony offense.
- (k) The vehicle is lost, stolen, or determined by Lessor to be unsuitable for use ("Total Loss");

Upon the occurrence of any such Event of Default, to the extent permitted by applicable law, Lessor shall have the right to exercise any of the following remedies:

- (1) If the Lessor declares the lease terminated, the Early Termination Liability under Section 8B;
- (2) without notice, demand or legal process enter upon any premises where the Vehicle may be found and take possession of and remove the Vehicle, whereupon all rights of Lessee in the Vehicle shall terminate absolutely and Lessor may hold, use, lease, sell or otherwise dispose of any or all of the Vehicle in such manner as Lessor in its sole discretion may decide;
- (3) recover the following:
  - (i) all past due amounts, fees, and assessments, plus
  - (ii) any indemnity payment, if then determinable; plus

- (iii) all reasonable costs and expenses incurred by Lessor in any repossession, recovery, storage, repair, sale, release or other disposition of the Vehicle, including, but not limited, costs of transportation, repossession, and storage; plus
- (iv) interest on each of the foregoing at the rate of one and one-half percent (1.5%) per month ("default interest");
- (4) recover for any and all loss or damage which Lessor sustains (including, but not limited to all reasonable attorneys' fees and costs incurred by Lessor) by reason of Lessee's failure or refusal to execute and/or initial and deliver any Replacement Documents to the Lessor more than 10 (ten) days after a request by Lessor to do so; or
- (5) exercise any other right which may be available to it under Article 2A of the Uniform Commercial Code or other applicable law or proceed by appropriate court action to enforce the terms hereof or to recover damages for the breach hereof or to rescind this Lease.

Lessee shall be liable for all reasonable expenses incurred in the enforcement of these provisions, including but not limited to, reasonable attorneys' fees, collection fees, costs, disbursements and expenses, repossession fees and expenses, and accumulated late payment charges. The remedies of Lessor hereunder are cumulative and may, to the extent permitted by law, be exercised concurrently or separately and the exercise of one remedy shall not be deemed to be an election of such remedy or to preclude the exercise of any other remedy. No failure on the part of Lessor to exercise, and no delay in exercising any right or remedy herein, shall operate as a waiver thereof, nor shall any single or partial exercise by Lessor of any right or remedy hereunder preclude any other or further exercise thereof, or the exercise of any other right or remedy.

Failure to pay Lessor payments when due under the terms and conditions contained herein shall constitute an immediate Event of Default prohibiting Lessee's further use of the Vehicle. After such default and upon demand by Lessor, Lessee shall return the Vehicle to Lessor within 24 hours of said demand. Local authorities may be notified of any unauthorized use.

Should Lessee's failure to make any payment continue beyond ten (10) days following the payment due date, Lessor may at its option charge Lessee a late fee equal to six percent (6.0%) of the overdue payment or payments. If upon default and demand made, Lessee shall refuse to return the subject Vehicle, Lessor may, at its option, repossess said Vehicle or resort to legal process to recover possession thereof whether the same be denominated claim and delivery, or replevin or other procedures. Should Lessor commence legal process to recover possession, Lessee agrees to pay and Lessor shall be entitled to recover from Lessee all costs, expenses, disbursements and attorneys' fees incurred as a result of said action or proceeding. Lessor's right to recover these costs, expenses and attorneys' fees are in addition to any expenses Lessee shall be responsible for in the event that Lessor incurs costs and expenses in the repossession of said Vehicle without resort to legal process.

In the event that any payment tendered to Lessor in the form of a personal or company check, is returned from Lessee's bank uncollected, a \$25 service charge will be assessed to Lessee, or

against Lessee's account, and shall become immediately due and payable, and failure to pay the same shall constitute a default hereunder entitling Lessor to exercise all remedies as set forth in this Article.

**AS AN INDUCEMENT TO LESSOR TO LEASE THE VEHICLE DESIGNATED HEREIN, LESSEE HEREBY AGREES UPON DEFAULT, TO ALLOW LESSOR, ITS ASSIGNS OR DESIGNATED AGENTS TO ENTER UPON LESSEE'S PREMISES AND REPOSSESS THE VEHICLE FROM SAID PREMISES OR FROM WHEREVER LOCATED, AND LESSEE EXPRESSLY WAIVES ANY RIGHT TO A PRIOR HEARING TO WHICH IT MIGHT OTHERWISE BE ENTITLED. LESSEE AGREES UPON DEFAULT TO QUIETLY AND PEACEABLY SURRENDER POSSESSION OF THE VEHICLE TO LESSOR.**

## **6. SECURITY DEPOSIT**

Lessee herewith deposits with Lessor the sum of 0 as and for a Security Deposit (the "Security Deposit). If the Security Deposit listed above is less than 1000, then in addition to the Section 1F weekly payment, Lessee shall pay to Lessor a weekly fee (a "Deposit Shortfall Fee") to be allocated toward the Security Deposit. The Deposit Shortfall Fee shall be equal to the difference between 0 and the Security Deposit divided by 52, and will be indicated on Lessee's monthly statement. Lessee shall pay such Deposit Shortfall Fee until the Security Deposit totals 1000. Attached as Exhibit B hereto is an illustrative example of a Deposit Shortfall calculation (for Exhibit B hereto [Lessor reserves the right to increase the required Security Deposit upon 7 days written notice to Lessee.] Said Security Deposit shall be held by Lessor in a non-segregated account, without interest accruing thereon, in order to secure Lessee's performance of its obligations hereunder. The parties herewith further agree that in no event shall said security be intended to limit or otherwise establish the measure of Lessor's damage under any of the terms hereunder. Should Lessee default in the payment of any obligations due hereunder, and should said default continue for seven (7) days, Lessor in its discretion may apply such sums as necessary from said Security Deposit to any default by Lessee hereunder. Said Security Deposit may be used to pay, for example, and not by way of limitation, delinquent monthly payments; any sales, use, or excise taxes, fines or other penalties incurred; repossession fees and/or legal costs, expenses and attorneys' fees incurred by Lessor in the performance of this Lease; or payments or obligations due or reimbursement for any other damages sustained by Lessor including any physical damage to the subject Vehicle or liability incurred in connection with the use thereof. In the event that Lessor in its discretion makes application of any amounts of said Security Deposit to any of Lessee's financial obligations referred to above, Lessee shall deposit with Lessor upon demand made, such amounts as are necessary to restore the amount of Security Deposit to its original amount. Failure by Lessee to maintain said Security Deposit in the amount listed herein shall constitute a default by said Lessee of this Lease and a breach thereof entitling Lessor to the exercise of all available remedies hereunder.

Provided Lessee is not in default, as defined herein, Lessor agrees that it will return to Lessee the amount of the Security Deposit less any amounts remaining due and owing Lessor (including early termination fees) by Lessee under this Lease or any other agreements with Lessor or its affiliates. Return of the Security Deposit is further conditioned upon Lessee returning the subject

Vehicle in the condition called for in Section 8. Any deduction for repairs or substandard return condition shall be made at Lessor's retail shop rates.

In the event that Lessee elects to purchase the subject Vehicle pursuant to any option set forth in Section 7 hereafter, any Security Deposit due and owing to Lessee may be applied to and credited against any option price as set forth therein, at Lessor's discretion.

## **7. PURCHASE OPTION**

The Lessee has the option to purchase the Vehicle. Under this option to purchase, if Lessee is not in default, on the expiration of the Lease or sooner as agreed to by Lessor, the Lessee shall have the right to purchase the Vehicle (or require Lessor to sell it to Lessee's designee), in its condition and at its location at that time. Such option may only be exercised by written notice in fact received by Lessor within 15 days of the expiration of this Lease or as agreed to by Lessor, as the case may be. If Lessee exercises its purchase right, the price payable by Lessee shall be the sum of 1 plus tax, plus all rentals and other amounts then past due under this Lease. In the event that Lessee does not exercise said option in a timely manner, Lessee shall be deemed to have elected to return the Vehicle to Lessor and to terminate this Lease. An Administrative Fee set forth in Section 1N will be payable upon termination of this Lease.

## **8. TERMINATION, REDELIVERY AND TOTAL LOSS**

### **A. Scheduled Termination and Redelivery**

If Lessee does not exercise Lessee's option to purchase the Vehicle, then on the expiration of this Lease or its sooner termination by Lessor, (because of Lessee's default or as otherwise permitted), then the Lessee shall return the Vehicle to Lessor at a location designated by the Lessor and pay any past due amounts and any amount for excess wear and tear that is not ordinary wear and tear as well as the Section 2N mileage charge and the Section 1N Administrative Fee. Ordinary wear and tear and excess wear and tear is defined in Exhibit A attached hereto.

### **B. Early Termination Liability**

In addition to the amounts owed under Section 5, in the event Lessor declares the Lease terminated or Lessee terminates this Lease prior to expiration of the Lease term, Lessee shall owe any past due amounts any amount for excess wear and tear that is not ordinary wear and tear described in Section 8A, the Section 1N Administrative Fee and, if the Lessee has not paid all weekly payments that would come due through the scheduled end of the Lease term, an Early Termination Surcharge as follows:

- Year 1 \$ 1000      Year 2 \$ 750      Year 3 \$ 500      Year 4 \$ 250



A Lessee that returns a Vehicle voluntarily at a time and location designated by Lessor before Lessor incurs any Vehicle locating or recovery costs will not owe Lessor for costs of repossession, transportation and storage under Section 5(3)(iii). If the Lease terminates due to a Total Loss and Lessor receives insurance proceeds in the amount of the actual cash value of the Vehicle, Lessee will owe all past due amounts under Section 5 and will be required to pay any deductible, but will not owe amounts for excess wear and tear that is not ordinary wear and tear described in Section 8A, the Section 1N Administrative Fee, or the Early Termination Surcharge ("GAP Waiver"). Except as provided below, the GAP Waiver will not apply if the Total Loss is the result of fraudulent or criminal acts, confiscation by law enforcement, failure to report theft to police in a police report or if the Total Loss occurred outside the United States or due to gross negligence, or if Lessee failed to provide any insurance information or documents requested by Lessor or insurer. Notwithstanding the above sentence, in New York, the Gap Waiver will not apply only if the Total Loss is the result of fraudulent or criminal acts.

### **C. Odometer Disclosure Statement**

**Lessee must provide a signed written statement of the correct odometer reading of mileage on the Vehicle on termination of the Lease including upon Lessee purchase of the Vehicle as required under federal law and Lessee understands that failure to do so may result in fines and/or imprisonment. Lessee will pay Lessor for any loss, costs, claims or expenses incurred by Lessor as a result of Lessee's failure to promptly provide such correct odometer disclosure statement.**

### **D. Notice of Liability After Total Loss**

This is to notify Lessee that the proposed lease of Vehicle that you intend to lease from Lessor DOES NOT RELIEVE YOU FROM RESPONSIBILITY FOR PAYMENT OF THE FULL PURCHASE OPTION PRICE, REDUCED BY THE NET AMOUNT OF ANY INSURANCE PROCEEDS RECEIVED BY US, in case of the total loss of the Vehicle. The purchase option price includes the stated lump sum and all remaining lease payments for the balance of the entire term, less the part of future lease payments allocated to the cost of insurance, if the Lessor provides insurance.

## **9. SECURITY INTEREST AND FURTHER ASSURANCES**

To the extent that any court or rule of law interprets this Lease to be a conditional sales contract, Lessee hereby grants to Lessor a security interest in the Vehicle described herein to the extent of Lessee's interest hereunder and for this purpose, this Lease shall, in addition to all other rights and obligations herein created, be deemed a Security Agreement. Lessee shall upon request promptly execute and deliver to Lessor such further documents and take such further actions as Lessor may request in order to carry out more effectively the intent and purpose of this Lease.

## **10. RIGHT OF SET OFF AND CROSS-DEFAULT**

In the event that the parties hereto have entered into any separate agreement(s), note(s), or lease(s) whereby Lessee has any financial obligation to Lessor, or any of Lessor's affiliated

companies, Lessor retains the right of set off for any monies due and owing Lessor by Lessee on account of this Lease with respect to any other separate agreements, notes or leases, including any advance payments made or security deposits made by Lessee and held by Lessor. Lessee shall not set-off or have the right to do so on account of any other contracts, leases, or agreements with Lessor, or any of its affiliated companies. All payments made by Lessee shall be applied to the oldest debt first, whether on account of this Lease or any other indebtedness, including parts, shop or repair invoices owed by Lessee to Lessor or to any related or affiliated companies. An Event of Default under this Lease shall constitute a default under any other such separate agreement(s), note(s) or lease(s) whereunder Lessee has a financial obligation to Lessor, or any of its affiliated companies.

## **11. INDEMNITY CLAUSE**

Upon delivery of Vehicle to Lessee, it agrees to indemnify and hold Lessor harmless from all claims, suits, damages or losses including reasonable attorneys' fees, sustained by Lessor and arising, directly or indirectly, from the breach by Lessee of any provision of this lease or any rider hereto, or the use or operation of Vehicle by any one including, without limitation, Lessee or the violation of any applicable law. Lessee's obligation under this Section 11 shall survive the termination of the Lease.

**A. Intention:** It is the parties' intention to shift all liability from Lessor to Lessee whether the liability was, or may have been, caused in whole or in part by Lessor, Lessee or both. The foregoing covenants of indemnity are absolute and unconditional and shall continue in full force and effect regardless of where, how or by whom the subject Vehicle is operated.

**B. Consideration:** The parties acknowledge that consideration has been given as part of this Lease for Lessee's agreement to defend, indemnify and hold Lessor harmless.

**C. Definitions:** In addition to their customary meaning, the following definitions are provided: "liability" means, but is not limited to, responsibility for any claim sounding in tort, contract or otherwise, for death, injury or damage to person, property, real or personal, tangible or intangible, or any other claim, loss or damage. "Indemnify" means, but is not limited to, the shifting of liability from Lessor to Lessee whether the liability was, or may have been, caused in whole or in part by Lessor, Lessee or both. "Lessor" includes Lessor's parent and affiliated companies, including their officers, directors, employees, agents and assigns. "Defend" shall retain its customary meaning which includes all legal expenses (attorneys' fees, costs and expenses) in defending any claim. Lessee shall accept tender of defense for any claim in writing within seven (7) days of receipt of notice.

## **12. GENERAL**

**A. Beneficiaries.** This Lease shall inure to the benefit of, and be binding upon the parties hereto, their successors, assigns, transferees and their heirs, executors, administrators and legal representatives.

**B. Change in Legal Ownership.** Lessee agrees to provide written notice to Lessor of any change in its ownership structure and to provide copies of any and all documents evidencing such change thirty (30) days prior to the effectiveness of such change. Lessor reserves the right to terminate the Lease and take possession of the Vehicle upon a change in the ownership structure of Lessee which is not acceptable to Lessor.

**C. Entire Agreement.** This Lease constitutes the entire agreement between the parties, and cannot be amended or altered in any manner except in writing signed by both parties. In the event of a conflict between this Lease or the Uber Agreement, the terms of this Lease shall control. No oral modifications shall be permitted or recognized.

**D. Construction; Jurisdiction; Waiver of Jury Trial.** The substantive laws of the State of Texas shall govern the validity, construction, enforcement, and interpretation of this Lease. Lessee hereby consents to the personal jurisdiction of the state and federal courts located in the State of Texas in connection with any controversy relating to this Lease, waives any argument that venue in such forums is not convenient and agrees that any litigation instigated by the Lessee against the Lessor in connection herewith shall be venued in either the Texas State Court in Dallas County, Texas or the United States District Court for the Northern District of Texas. THE LESSEE AND LESSOR EACH WAIVE THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE OTHER LEASE DOCUMENTS, OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY, IN ANY ACTION, PROCEEDING OR OTHER LITIGATION OF ANY TYPE BROUGHT BY ANY OF THE PARTIES AGAINST ANY OTHER PARTY OR PARTIES, WHETHER WITH RESPECT TO CONTRACT CLAIMS, TORT CLAIMS, OR OTHERWISE. THE LESSEE AND LESSOR EACH AGREE THAT ANY SUCH CLAIM OR CAUSE OF ACTION SHALL BE TRIED BY A COURT TRIAL WITHOUT A JURY. WITHOUT LIMITING THE FOREGOING, THE PARTIES FURTHER AGREE THAT THEIR RESPECTIVE RIGHT TO A TRIAL BY JURY IS WAIVED BY OPERATION OF THIS SECTION AS TO ANY ACTION, COUNTERCLAIM OR OTHER PROCEEDING WHICH SEEKS, IN WHOLE OR IN PART, TO CHALLENGE THE VALIDITY OR ENFORCEABILITY OF THIS AGREEMENT OR THE OTHER LEASE DOCUMENTS OR ANY PROVISION HEREOF OR THEREOF. THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT AND THE OTHER LEASE DOCUMENTS.

**E. Severability.** If any provision of this Lease is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, such provisions shall be fully severable; this Lease shall be construed and enforced as if such illegal, invalid, or unenforceable provisions had never comprised a part hereof; and the remaining provisions of this Lease shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Lease.

**F. Notice/Address.** Any notice or correspondence required to be given under this Lease or by an applicable provision of any state or federal law, regulation or resolution shall be given to

Lessor at:

Kearny Mesa Toyota		
9136 East Firestone		
Downey	CA	90241

Lessee at the Lessee's Billing Address:

Scott Eddy		
[REDACTED]		
San Diego	CA	[REDACTED]

The Vehicle will be garaged at:

Scott Eddy		
[REDACTED]		
San Diego	CA	[REDACTED]

**G. Waiver.** In the event that Lessor shall, during the term hereof, waive any provision contained herein, such waiver shall not be deemed continuing, and Lessor may at any time exercise all available remedies set forth herein without further notice.

**H. Cellphones and E-Mail.** Lessee agrees that all of the following apply: (i) Lessor may monitor and record telephone calls regarding this Lease to assure the quality of our service or for other reasons; (ii) Lessee expressly consents to Lessor using prerecorded/artificial voice messages, text messages and/or automatic dialing equipment while servicing or collecting this Lease, as the law allows; (c) Lessee agrees that Lessor may take these actions using the telephone number(s) and email addresses that Lessee provides in any credit application, in the future, or Lessor gets from another source, even if the telephone number is for a mobile or cellular telephone and/or Lessor's using the number results in charges to Lessee.

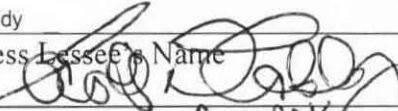
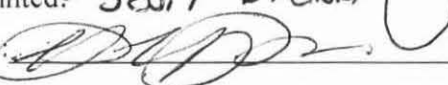
**I. Arbitration. YOU AGREE THAT ANY AND ALL CLAIMS WILL BE RESOLVED BY INDIVIDUAL ARBITRATION AND NOT IN COURT IF YOU OR LESSOR REQUESTS ARBITRATION. YOU WAIVE ALL RIGHTS TO PROCEED IN A CLASS ACTION OR CLASS ARBITRATION.** Any controversy or claim between or among you and Lessor, including, but not limited to, those arising out of or relating to the Vehicle, this Lease or any related agreement or any claim based on or arising from an alleged tort, shall at the request of either party be determined by individual arbitration except for proceedings in small claims court, self-help vehicle recovery, and other self-help such as the exercise of set-off rights. The arbitration shall be governed by the Federal Arbitration Act (Title 9, U.S. Code), and under the authority and the applicable rules and procedures of the American Arbitration Association ("AAA") then in effect which are available at [www.adr.org](http://www.adr.org) or by contacting AAA at [www.adr.org](http://www.adr.org). If AAA no longer arbitrates the type of dispute at issue, the arbitration organization shall be an organization you propose that is acceptable to Lessor and the rules and procedures shall be the rules and procedures of that arbitration organization. Arbitrator(s) must be licensed attorneys. The arbitration shall take place in the state in which you reside and shall apply the law of the state where Dealer is located. If you do not reside in the



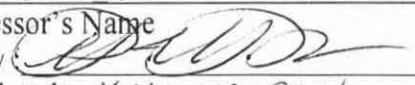
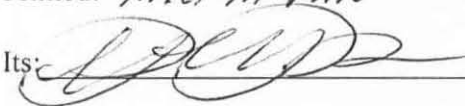
United States, the arbitration shall take place in the state in which Dealer is located. Lessor will advance all arbitration forum administrative fees, which the arbitrator(s) may decide that you must repay unless such repayment would be prohibited under state law if the dispute were resolved in court. You will be responsible for paying Lessor's costs, attorneys' fees and expenses unless you prevail, in which case your right to payment of such costs will be determined by the arbitrator(s) applying state law. Neither Lessor nor you shall be entitled to join or consolidate disputes by or against others in any arbitration, or to include in any arbitration any dispute as a representative or member of a class, or to action any arbitration in the interest of the general public or in a private attorney general capacity. If this waiver of class proceedings is held to be unenforceable, the entire arbitration provision is void and the remainder of the Lease remains enforceable.

**GPS/Starter Interrupt Notice:** Your Vehicle may be equipped with a Global Positioning System ("GPS") unit or other location tracking system that will allow the vehicle to be monitored by Lessor. Additionally, your Vehicle may be equipped with a starter interrupt system that will allow the Vehicle to be shut down or disabled remotely. Any tampering with the GPS unit, starter interrupt system or other location tracking system will cause a default in the Lease. You also agree that Lessor may track the location of your Vehicle, cellular telephone or other mobile computer at least to the full extent that you have granted Uber the right and ability to track such location.

IN WITNESS WHEREOF, the names of Lessor, and Lessee have been hereunto  
subscribed by the respective persons or officers thereunto duly authorized.

Scott Eddy  
Business Lessee's Name  
By:   
Printed: SCOTT D. EDDY  
Its:  Date: 6/27/14

By signing below, Lessor accepts the terms and conditions of this Lease and assigns all right, title and interest in this Lease, the Vehicle, and the proceeds of the Lease and Vehicle to CCAP Auto Lease Ltd.

Kearny Mesa Toyota  
Lessor's Name  
By:   
Printed: VINE-YA PAN  
Its:  Date: 6/27/14

## EXHIBIT A

### INTERIOR WEAR TABLE

	ORDINARY WEAR	EXCESS WEAR
Burn holes	Scorch/burn holes 1/8" or less in diameter	Burn holes larger than 1/8" in diameter
Cuts, tears and singed areas	Cuts, tears and burned areas 1/2" or less in diameter	Rips, cuts, tears and scorched areas greater than 1/2" in diameter
Stains	Removable stains	Unremovable stains or any stain that requires replacement of upholstery or carpeting
Missing equipment or broken parts	N/A	Any absent equipment or damaged parts (includes GPS system, GPS system DVDs, DVD player headphones, DVD remote control, convertible boot, third row seating or removable seating, etc.). Any replacement equipment that does not meet manufacturer's specifications of quality, design and function. Both set of keys must be returned.
Alterations	N/A	Any alteration including, but not limited to, suspension modifications, change of exterior paint color/non-factory paint schemes, 'wrapping' and graphic application, holes in frame, post-delivery customizing, engine adaptations, fuel system adaptations, tinted or engraved glass

### EXTERIOR WEAR TABLE

	ORDINARY WEAR	EXCESS WEAR
Dents, dings, chips, scratches, corrosion and poor prior repair	<ul style="list-style-type: none"> <li>■ Single instance of damage 2" or less in diameter excluding hail damage and punctures</li> <li>■ Individual instances of damages over 2" if the cost to repair does not exceed \$50</li> <li>■ Scratches that can be buffed out during reconditioning</li> <li style="text-align: center;">■ N/A</li> </ul>	<ul style="list-style-type: none"> <li>■ Individual instances of body, bumper or molding damage greater than 2" in diameter that cannot be repaired for \$100 or less, or any puncture or cracked paint surface</li> <li>■ Exterior missing or broken parts (regardless of cost)</li> <li>■ Conspicuous sand/grinding marks, uneven texture, excess overspray or poor color match greater than 2" in diameter</li> <li>■ Damage that reduces market appeal or impairs vehicle appearance</li> </ul>
Frame/Inner structure	N/A	All damage or substandard repair of damage that affects the vehicle's structural integrity or safety
Tires	<ul style="list-style-type: none"> <li>■ Tread depth of 1/8" or more at the shallowest point</li> </ul>	<ul style="list-style-type: none"> <li>■ Mismatched or non-recommended sizes. Gouges, cuts, sidewall plugs or condition affecting passenger safety</li> </ul>

	<ul style="list-style-type: none"> <li>■ Tires must match manufacturer's recommendations</li> <li>■ N/A</li> <li>■ N/A</li> </ul>	<ul style="list-style-type: none"> <li>■ Studded tires</li> <li>■ Tread less than 1/8" at most shallow point</li> <li>■ Cracked, bent, mismatched or broken wheels or wheel covers</li> </ul>
Wheels	Scuffs or minor nicks to wheels or wheel covers	Wheels/wheel covers that are not original and are not of equal quality, function and design
Windshield	Cracks, 'stars' or stone chips 1/4" or less in diameter	Damage greater than 1/4" in diameter or any hole
Lights, turn signals, lamps	Cracks 2" or less in diameter	Cracks greater than 2" in length or any hole
Mechanical/ Electrical vehicle maintenance	N/A	<ul style="list-style-type: none"> <li>■ Substandard or incomplete repair</li> <li>■ Broken or malfunctioning equipment</li> <li>■ Replacement components that fail to meet manufacturer's specifications</li> <li>■ Any vehicle system/mechanical failure caused by noncompliance with manufacturer's recommended maintenance program</li> <li>■ unsafe or unlawful operating condition</li> <li>■ unrepaired or unreplaced mechanical parts which would have been repaired or replaced during the normal service of the Vehicle, including, by the way of example but not limitation, transmissions, air conditioning components, engines, power steering or electrical components, or brakes which require any repair</li> </ul>



## EXHIBIT B

*Sample Only: Using \$1750.00 as initial security deposit paid upfront and total due of \$2000.00*

Total Security Deposit Needed	\$2,000.00
Security Deposit Paid Upfront	\$1,750.00
Security Deposit Shortfall	\$250.00

Week #	Base Weekly Payment	Security Deposit Shortfall Fee	Total Weekly Payment
1	\$186.00	\$5.30	\$191.30
2	\$186.00	\$5.30	\$191.30
3	\$186.00	\$5.30	\$191.30
4	\$186.00	\$5.30	\$191.30
5	\$186.00	\$5.30	\$191.30
6	\$186.00	\$5.30	\$191.30
7	\$186.00	\$5.30	\$191.30
8	\$186.00	\$5.30	\$191.30
9	\$186.00	\$5.30	\$191.30
10	\$186.00	\$5.30	\$191.30
52	\$186.00	\$5.30	\$191.30
53	\$186.00	\$0.00	\$186.00
54	\$186.00	\$0.00	\$186.00
55	\$186.00	\$0.00	\$186.00
103	\$186.00	\$0.00	\$186.00
104	\$186.00	\$0.00	\$186.00
105	\$186.00	\$0.00	\$186.00
106	\$186.00	\$0.00	\$186.00
154	\$186.00	\$0.00	\$186.00
155	\$186.00	\$0.00	\$186.00
156	\$186.00	\$0.00	\$186.00
157	\$186.00	\$0.00	\$186.00
158	\$186.00	\$0.00	\$186.00
220	\$186.00	\$0.00	\$186.00
221	\$186.00	\$0.00	\$186.00
222	\$186.00	\$0.00	\$186.00
223	\$186.00	\$0.00	\$186.00
224	\$186.00	\$0.00	\$186.00
225	\$186.00	\$0.00	\$186.00