

INFORMATION Redacted PURSUANT TO THE FREEDOM OF

From: EVOQ@dot.gov  INFORMATION ACT (FOIA), 5 U.S.C. 552(B)(6)
 Subject: FW: FW: NHTSA: Follow up to ODI Complaint: ----10746950-----
 Date: September 1, 2015 at 10:29 AM
 To: [REDACTED]



Please see the attached copy of your recent complaint and instructions. Please make any necessary edits and return via email to dataquality@dot.gov or fax to (202) 366-1767. Due to the volume of complaints we receive and our limited resources, we cannot respond to every complaint.
 NHTSA/Office of Defects Investigation



EVOQ EMAIL
 RESPONSE.doc

 U.S. Department of Transportation National Highway Traffic Safety Administration		DOT Auto Safety Hotline Vehicle Owner's Questionnaire To Report Vehicle Safety Defects 1-888-DASH-2-DOT (1-888-327-4236) INTERNET: www.nhtsa.dot.gov/hotline		FOR AGENCY USE ONLY 100148 Date Received 07-AUG-2015 Repository ☐ Reference No. 10746950	
OWNER INFORMATION (Type or Print)					
Name		Daytime Telephone Number		E-mail Address	
Address		Evening Telephone Number			
City	State	Zip Code			
SWAN LAKE	NY				
The information you provide will be used to identify potential safety-related defects. We may share your information with the applicable vehicle manufacturer during an investigation or recall in accordance with the routine uses described in the agency's Privacy Act notice. See 49 FR 53971 (Sep. 3, 2004).					
VEHICLE INFORMATION					
17 digit Vehicle Identification Number Located at bottom of windshield on driver's side		Make	Model	Model Year	
19UUB2F73FA [REDACTED]		ACURA	TLX	2015	
Date Purchased	Dealer's Name and Telephone Number		Engine:	Fuel Type:	
9-13-14	Feder's Acura (845) 343-5911		No: Cylinders	Premium gas	
Original Owner	Dealer's City	State	Zip Code		
☒	Middle town ny	NY	10940		
Transmission Type	☒ Antilock Brakes	Powertrain	Multiple Failure:	Incident Date(s)	
9 speed Auto	☒ Cruise Control		Transmission	19-SEP-2014 - present	
FAILED COMPONENT(S)/PART(S) INFORMATION					
Vehicle Component Codes: 180000 VEHICLE SPEED CONTROL, 100000 POWER TRAIN, BRAKES (PWS)			Failure Mileage	Failure Speed	
Park gear fails to lock Transmission slips out of gear - surges forward 40 mph Rough shifting 1-2 & 2-3 gears			220	40	
ADDITIONAL ITEMS TO BE COMPLETED WHEN REPORTING A TIRE FAILURE					
Tire Make		Tire Model (Name or Number)		Tire Size (Example P215/65R15)	
DOT No. (Example: DOTM4L9ABC036)		☐ Original Equipment ☐ Prior Repair		Failure Location:	
Tire Component Code				Tire Failure Type:	
ADDITIONAL ITEMS TO BE COMPLETED WHEN REPORTING A CHILD SEAT FAILURE					
Make:		Date Manufactured:		Model No./Name:	
Seat Type:		Installation System:			
Child Seat Component Code:		Failed Part:			
APPLICABLE INCIDENT INFORMATION					
(Please describe in detail the incident(s), failure(s), crash(es), and injury(ies).)					

Crash ☐ Yes ☒ No	Fire ☐ Yes ☒ No	Number of Persons Injured 0	Number of Deaths 0	Reported to Police N
Narrative Description of Incident(s), Crash(es), and Injury(ies). Please describe (1) events leading up to the failure, (2) failure and its consequences, and (3) what was done to correct the failure, i.e. parts repaired or replaced (and if old part is available).				
WHEN DRIVING AT APPROXIMATELY 40 MPH THE CAR SUDDENLY ACCELERATES. I FIRST NOTICED PROBLEM WHEN COASTING DOWNHILL, BUT NOW OCCURS ON LEVEL HIGHWAY ALSO. ALSO THERE ARE PERIODS WHEN ONE TRIES TO ACCELERATE FROM A STOP OR FROM REVERSE TO DRIVE THAT THE TRANSMISSION HESITATES BEFORE SHIFTING INTO GEAR. AT THAT POINT THE ENGINE HAS REWED UP CAUSING THE CAR TO LURCH FORWARD WHEN THE GEAR DOES ENGAGE. ADDITIONALLY EVEN AFTER A RECALL, THE PARKING GEAR SLIPS ALLOWING THE CAR TO ROLL DOWN HILL. THESE PROBLEMS HAVE RESULTED IN NEAR ACCIDENTS.				
Include, if available: Police/Fire Department Report, Photos, and Repair Invoice.				
ATTACH ADDITIONAL SHEETS IF NECESSARY				
The Privacy Act of 1974 (Public Law 92-570) This information is requested pursuant to authority vested in the National Highway Traffic Safety Act and subsequent amendments. You are under no obligation to respond to this questionnaire. Your response may be used to assist the NHTSA in determining whether a Manufacturer should take appropriate action to correct a safety defect. If the NHTSA proceeds with administrative enforcement action against a manufacturer, your response, or a statistical summary thereof, may be used in support of the agency's action.				

From: acr@ahm.acura.com
Subject: [REDACTED] Re: TLX 6 cylinder 9 speed Transmission
Date: August 5, 2015 at 5:27 PM
To: [REDACTED]

Dear [REDACTED]

We value you as an Acura client and we appreciate the opportunity of responding to your concern regarding your TLX. On behalf of Acura, we offer our sincere apologies for the circumstances which prompted you to reach us. We assure you of our interest in your feedback and we thank you for bringing your concern to our attention.

Our team would like to gather additional details in order to appropriately record and review your concern. At your convenience, please respond with the following information:

- Vehicle Identification Number (VIN)
- involved Acura dealership
- your mailing address and daytime phone number (for verification purposes)

Our Client Relations team is also available via telephone by calling #800-382-2238, option #7, weekdays, 6 a.m. – 5 p.m. Pacific Time.

Kind regards,

Acura Client Relations
Reference # [REDACTED]

Attention: If you are not the intended recipient please delete the message and notify the sender. Thank you for your cooperation.

-----Original Message-----

Date: 8/3/2015 1:53:44 PM
To: acr@ahm.acura.com
CC: [REDACTED]
From: [REDACTED]
Subject: TLX 6 cylinder 9 speed Transmission

What is Acura doing to correct a serious problem with the transmission?
I have had TLX for almost a year with 14000 miles on it.

The problem is the transmission disengages around 40 MPH. I first noticed the problem coasting downhill when the car suddenly surged ahead. Fortunately there were no cars in front of me and I was able to slow down using the brake at which point the transmission down shifted. It was not an isolated incident and is happening more frequently. This is now happening in traffic, again around 40 MPH. You temporarily lose control of your speed and it is dangerous.

Over the past ten months I have had it in for service 5 times (including 2 recalls, one for a software problem and the other to fix the emergency parking brake)
I've mentioned the current problem with the transmission each time the car was in for service.
I have received different explanations from your mechanics, repair manager, salesman and a Manufacturer's Rep who happened to be at the dealership. Initially I was told it needed to "break in or there was a software glitch."

Another time "It is just the nature of the new transmission system" At the

From: [REDACTED]
Subject: Re: [REDACTED] Re: TLX 6 cylinder 9 speed Transmission
Date: August 7, 2015 at 9:55 AM
To: acr@ahm.acura.com
Cc: [REDACTED]



In response to your email dated: August 5, 2015:

You requested the following:

Vin # 19UUB2F73FA [REDACTED]
Involved Acura Dealership: Feder's Acura, Middletown, NY and Crown Acura, Clearwater Florida
Current mailing address: [REDACTED] Swan Lake, NY [REDACTED]
Seasonal Residence: [REDACTED], Dunedin, FL [REDACTED]

The vehicle in question was leased by my wife, [REDACTED] on Sept. 14, 2014 at Feder's Acura.

On Sept 19th we returned the car to Feder's to have a scratch caused during shipping repaired. At that time we told the head of maintenance that the transmission was shifting irrationally. He said, "It is a new car and needs time to break in."

We drove to Florida and on Nov. 18, brought the car into Crown Acura for a recall on the "software." At that time we told the mechanic about the gears shifting irrationally. He said he couldn't find anything wrong with the car.

On March 15, 2015 we brought the car back to Crown Acura for another RECALL. This was for an issue with the parking gear which did not work. They reportedly fixed that issue and during the time they had the car supposedly made "some adjustment to correct the shifting problem." The transmission felt the same.

In the beginning of June we returned to New York and on June 29 brought the car to Feder's for service. Again we informed them of the problem with the transmission. At that time a "Representative from the factory" was informed of the issue. He indicated that Acura "was aware of the problem and is working on a software update to resolve the concern."

I am scheduled to bring the car back to Feder's Acura on Sept 12 to have them look at the transmission again. I was told that they will provide a "loaner" for the day but any longer than that and I will have to rent a car.

I find this totally unacceptable since the car is under warranty, the issue has been address on at least four separate occasions, (this Sept 12th appointment will be the fifth) Acura is aware there is a problem as stated by your Rep on June 29th and we have had the car for less than a year. I don't believe I should have to pay for a rental since this has been an ongoing issue, where Acura has been give repeated opportunities to fx the problem.

The problems with the transmission are many.

It shifts roughly from 1st to 2nd gear and from 2nd to 3rd.

When taking you foot off the accelerator and coasting around 40 MPH the car will suddenly lurched forward. The driver must break to slow the car down and avoid an accident. Obviously a dangerous situation since it frequently happens when descending a steep hill. After braking the car downshifts gears, causing the car to slow down dramatically. Initially, this would only happen when descending a hill, but lately it occurs intermittently on level ground as well. Always around 40+ MPH. In slow traffic it has almost caused an accident more than once.

Also when stopped if we shift into reverse or drive, or even when stopped at a light with the car idling in drive, when we step on the gas the engine revs but the transmission hesitates before shifting into gear.

Finally, the parking break has again begun to fail. On several occasions when one places the car in park is continues to roll. We now use the emergency brake to avoid the car rolling down a hill. This issue was supposed to have been corrected at the March recall.

Obviously my wife is too frightened to drive the car. I drive it now but am constantly watching for the transmission to act irrationally making for a very unpleasant drive.

This is our fourth Acura. We were extremely pleased with the vehicles (Integra, TL and MDX) in the past but this model with the 9 speed transmission is a lemon.

Before leasing the TLX we had an MDX. We follow Acura's press releases on upcoming models and had been waiting since May 2014 for the TLX release. We even extended that lease in order to get the TLX in the Fall I believe this car may have been one of the first off the assembly line. If those transmissions are faulty please replace ours so that we might enjoy our car and continue to trust the Acura/Honda Brand name. Please help us resolve this issue as it is not only disconcerting but dangerous.

[REDACTED]

cc:

NTSB
NYC Comptroller's Office.

| On Aug 5, 2015, at 5:26 PM, acr@ahm.acura.com wrote:

Another time "it is just the nature of the new transmission system" At the most recent time I had it in the shop the Manufacturer's Rep said "They are aware of the problem and are working on it." This was over a month ago.

I have owned or leased 4 Acura's in the past and was extremely satisfied with your brand until now. Please address this issue as soon as possible. I am prepared to notify the NTSB and my state comptroller's office to initiate a Lemon Law filing.

[REDACTED]

-----Original Message-----

Date: 8/3/2015 11:36:05 AM

To: acr@ahm.acura.com

CC: [REDACTED]

From: [REDACTED]

Subject: TLX 6 cylinder 9 speed Transmission

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salesman and a Manufacturer's Rep who happened to be at the dealership. Initially I was told it needed to "break in" or there was a software glitch." Another time "it is just the nature of the new transmission system" At the most recent time I had it in the shop the Manufacturer's Rep said "They are aware of the problem and are working on it." This was over a month ago.

I have owned or leased 4 Acura's in the past and was extremely satisfied with your brand until now. Please address this issue as soon as possible. I am prepared to notify the NTSB and my state comptroller's office to initiate a Lemon Law filing.

[REDACTED]

FEDER'S ACURA
3475 ROUTE 6
MIDDLETOWN, NY 10940
(845) 343-5911

Feder's ACURA

3475 Route 6
MIDDLETOWN, N.Y. 10940
(845) 343-5911

Sale

Merchant ID: [REDACTED]

Term ID: [REDACTED]

September 19, 2014 11:04 AM
Batch#: 000305 Inv #: 000004
Ticket: [REDACTED]

MASTERCARD Entry Method: S

XXXXXXXXXXXX [REDACTED]

Seq. #: 0004 Appr Code: [REDACTED]

Total: \$ 270.21

APPROVED

Customer Copy

Phone Copy

SOLD HEREBY ARE THOSE MADE BY THE MANUFACTURER. THIS IS A LIMITED WARRANTY. DETAILS AVAILABLE UPON REQUEST. FEDER'S ACURA EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY OF SAID PRODUCTS.

FEDER'S ACURA
GENUINE OEM PARTS & ACCESSORIES
MONDAY-FRIDAY 8:00AM TO 4:59PM
*SATURDAY HOURS 8:00AM TO 11:59PM**
THANK YOU FOR YOUR BUSINESS

CUST. P. O. NO.	SHIP VIA	PAY	SOLD BY	INVOICE DATE	INVOICE
-----------------	----------	-----	---------	--------------	---------

PENDING THOMAS JONES

09/19/14

ACR

SHIP TO

TO

QUANTITY		PART NUMBER / DESCRIPTION	BIN	LIST	NET	AMOUNT
SHIP	B. O.					
1	0	08U45-TZ3-200 TRAY, TRUNK	SP-ORD	136.50	110.50	110.50
1	0	08P13-TZ3-210A FLOOR MAT (2WD)	SP-ORD	172.20	139.40	139.40
SUBTOTAL						249.90
TAX						20.31
FREIGHT						0.00
PAY THIS AMOUNT						270.21
NO RETURN ON ELECTRICAL PARTS. NO REFUNDS ON SPECIAL ORDERS. NO RETURNS AFTER 3 DAYS. ALL SPECIAL ORDERS MUST BE PAID FOR IN ADVANCE. NO CASH REFUNDS - CREDIT ONLY. NO REFUNDS WITHOUT THIS INVOICE.						

*gears shift
irregularly +
Ch
Transmission
"Needs to
break in"
Touchup
Scratch on
drivers door*

*Thank
you*

CUSTOMER #:

INVOICE


 18911 US Hwy 19 North • Clearwater, FL 33764
 Phone 727-507-8866 • Fax 727-532-0793
 www.CrownCars.com

SWAN LAKE, NY

PAGE 1

HOME: CONT:

BUS: CELL:

SERVICE ADVISOR: 970695 JOHN SHAW

MV-07382

BUS: CELL: SERVICE ADVISOR: 978895 JOHN BLEN

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
	15	ACURA TLX	19UUB2F73FA		4068/4068	T4350	
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
13SEP14 DD		13SEP2017	WAIT 18NOV14		0.00	CASH	18NOV14
R.O. OPENED		READY	OPTIONS:	DLR:			

 09:14 18NOV14 11:31 18NOV14
 LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A CUST STATES HAS ADND SOFTWARE UPDATE 14-037

CAUSE: client improvement campaign

0535A4 SOFTWARE UPDATE MY15

976329 W

(N/C)

FC: 5LH00

PART#: 39542-TZ3-A14

COUNT: 1

CLAIM TYPE: W

AUTH CODE:

 PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00
 4068 client improvement campaign 0535A4 0.40 client satisfaction
 improvement campaign ,update for tlx navi software per S/B 14-037
 COMPLETE

B PERFORMED COMPLIMENTARY CROWN MULTI-POINT INSPECTION.

MP10 PERFORMED COMPLIMENTARY CROWN MULTI-POINT INSPECTION.

976329 C

0.00 0.00

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00

EST: 0.00 18NOV14 09:14 SA: 970695

Ok Transmission 2-3 year OK! ? not!

DISCLAIMER OF WARRANTIES

Any warranties on the products sold hereby are those made by the manufacturer. The Seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

No refunds, returns or exchanges on electrical or special ordered items. Returned merchandise subject to 20% handling charge. All special ordered parts must be paid for 100% in advance. No refunds or returns after 10 days.

In case of litigation for collection of this bill, attorney's fees and court costs will be paid by the customer.

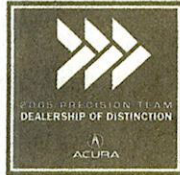
X

CUSTOMER SIGNATURE

DESCRIPTION	TOTALS
LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	0.00
YOUR SAVINGS	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	0.00

CUSTOMER COPY

Feder's ACURA



3475 Route 6
MIDDLETOWN, N.Y. 10940
(845) 343-5911
N.Y.S. M.V. R/S REG. NO. 7060343

CUSTOMER NO.	ADVISOR CHRIS	TAG NO.	INVOICE DATE 06/29/15	INVOICE NO.
	LABOR RATE 99.00	LICENSE NO.	COLOR GRAPHITE ME	STOCK NO.
	YEAR / MAKE / MODEL 15/ACURA/TLX/4DSD	MILEAGE 13,672	DELIVERY DATE 09/13/14	DELIVERY MILES 82
PALM HARBOR, FL	VEHICLE I.D. NO. 19UUB2F73FA		SELLING DEALER NO.	PRODUCTION DATE
	F.T.E. NO.	P.O. NO.	R.O. DATE 06/29/15	
RESIDENCE PHONE	BUSINESS PHONE	COMMENTS		

MO: 13672

LABOR & PARTS

J# 1 00ACZTL1S TL A/B1 SYNTHETIC. HOURS: TECH(S):281 55.95
 CUSTOMER STATES PERFORM ACURA SCHEDULED SERVICE "1"
 FULL SYNTHETIC OIL
 REPLACE ENGINE OIL AND FILTER. ROTATE AND BALANCE TIRES.
 INSPECT FRONT AND REAR BRAKES. INSPECT STEERING AND
 SUSPENSION COMPONENTS.

PARTS	QTY	FP	NUMBER	DESCRIPTION	UNIT PRICE	
JOB # 1	1		PK1	OIL & FILTER CHANGE	6.50	6.50
JOB # 1	1		15400-PLM-A02	FILTER, OIL	****	****
JOB # 1	1		94109-14000	WASHER 14MM	****	****
JOB # 1	1		1010	WASHER SOLVENT	****	****
JOB # 1	5		08798-9041	OIL, FULLSYN (O	7.00	35.00
JOB # 1	1		WW	WHEEL WEIGHT	2.50	2.50
JOB # 1 TOTAL PARTS					44.00	
JOB # 1 TOTAL LABOR & PARTS					99.95	

J# 2 18ACZ DRIVABILITY ANALYSIS HOURS: TECH(S):281 0.00
 CUSTOMER STATES WHEN COASTING DOWN A HILL. CAR WILL
 SHIFT AND ACCELERATE.
 ACURA IS AWARE OF THE ISSUE AND IS CURRENTLY WORKING ON
 A SOFTWARE UPDATE TO RESOLVE CONCERN

PARTS	QTY	FP	NUMBER	DESCRIPTION	UNIT PRICE	
JOB # 2 TOTAL PARTS					0.00	
JOB # 2 TOTAL LABOR & PARTS					0.00	

MISC	CODE	DESCRIPTION	CONTROL NO	
JOB # 1	ADV	ADVERTISING EXPENSE		-75.00
JOB # 1	ADV	ADVERTISING EXPENSE		-33.08
TOTAL - MISC				-108.08

Feder's ACURA



3475 Route 6
MIDDLETOWN, N.Y. 10940
(845) 343-5911
N.Y.S. M.V. R/S REG. NO. 7060343

CUSTOMER NO.	ADVISOR DON	TAG NO. 202	INVOICE DATE 08/12/15	INVOICE NO.
	LABOR RATE 99.00	LICENSE NO.	MILEAGE 17,280	COLOR GRAPHITE ME
	YEAR / MAKE / MODEL 15/ACURA/TLX/4DSD		DELIVERY DATE 09/13/14	STOCK NO.
PALM HARBOR, FL	VEHICLE I.D. NO. 1 9 U U B 2 F 7 3 F A		SELLING DEALER NO.	DELIVERY MILES 82
	F.T.E. NO.	P.O. NO.	R.O. DATE 08/12/15	PRODUCTION DATE
RESIDENCE PHONE	BUSINESS PHONE	COMMENTS		

MO: 17291

LABOR & PARTS
J# 1 40ACZ AUTOMATIC TRANSMISSN HOURS: TECH(S):443 WARRANTY

CUSTOMER STATES CHECK TRANS OPERATION
SHIFTS IN & OUT OF GEAR 40 MPH & SLIPS OUT OF PARK AT TIMES
NO STORED CODES
NO PROBLEM FOUND AT THIS TIME

JOB # 1 TOTAL LABOR & PARTS 0.00

TOTALS

PERFORMED ACURA MULTIPOINT INSPECTION CHECK	N/C	TOTAL LABOR....	0.00
		TOTAL PARTS....	0.00
		TOTAL SUBLET....	0.00
		TOTAL G.O.G....	0.00
		TOTAL MISC CHG.	0.00
		TOTAL MISC DISC	0.00
		TOTAL TAX.....	0.00
		TOTAL INVOICE \$	0.00

***** THANK YOU *****
FOR SERVICING YOUR VEHICLE AT FEDER'S
ACURA

CUSTOMER SIGNATURE

Date: 09/13/2014

MOTOR VEHICLE LEASE AGREEMENT - NEW YORK

Financial
Services

LESSEE(S) (Print Name & Address)	VEHICLE GARAGING ADDRESS (if different)	LESSOR (Dealer)
Name of Lessee [REDACTED]	Name of Driver N/A	Name of Lessor FEDER'S ENTERPRISES OF N.Y.
Street Address [REDACTED]	Street Address N/A	DBA FEDER'S ACURA
City PALM HARBOR FL	City N/A	Street Address 3475 ROUTE 6
State FL	State N/A	City MIDDLETOWN NY
County [REDACTED]	County N/A	State NY
Name of Co-Lessee N/A	Zip N/A	Zip 10940
	Driver Phone Number [REDACTED]	Dealer Number 251412

By signing this Lease, Lessee and each Co-Lessee (collectively, "I", "my", "me") individually and together agree to lease the Vehicle, described below, according to the terms on both sides of this Lease and Lessee and each Co-Lessee are jointly and severally liable for all obligations under this Lease. I accept delivery of the Vehicle and acknowledge that it is in good operating order and has the odometer reading recorded below. "Lessor" refers to the Lessor ("Dealer") named above and Assignee. Assignee is HVT, Inc., the assignee for all New York Honda and Acura leases. American Honda Finance Corporation ("AHFC") shows as the administrator of the Lease on behalf of HVT, Inc. American Honda Finance Corporation is doing business as Acura Financial Services ("AFS").

LEASE TERM: 36 MONTHS

VEHICLE DESCRIPTION

NEW 2015 ACURA TLX 4DO Body Style 19U1B2E73EA Vehicle Identification Number 82 Odometer Reading

Primary use of Vehicle is for Personal, Family, or Household purposes unless the following box is checked: ☐ Business, Commercial, Agricultural, or Lessee is an organization or governmental entity.

FEDERAL CONSUMER LEASING ACT DISCLOSURES

1. AMOUNT DUE AT LEASE SIGNING OR DELIVERY (Itemized Below)* \$ 1708.00	2. MONTHLY PAYMENTS My first Monthly Payment of \$ 588.00 is due on 09/13/2014, followed by 35 payments of \$ 588.00 due on the 13th of each month. The total of my Monthly Payments is \$ 21168.00	3. OTHER CHARGES (not part of my Monthly Payment) Turn-in Fee (if I do not purchase the Vehicle) \$ 350.00 N/A \$ N/A Total \$ 350.00	4. TOTAL OF PAYMENTS (The amount I will have paid by the end of the Lease.) \$ 22638.00
5. ITEMIZATION OF AMOUNT DUE AT LEASE SIGNING OR DELIVERY			
A. AMOUNT DUE AT LEASE SIGNING OR DELIVERY		B. HOW THE AMOUNT DUE AT LEASE SIGNING OR DELIVERY WILL BE PAID	
(1) Capitalized Cost Reduction (Amount Paid in Cash) \$ 639.95 Sales/Use Tax on Amount Paid in Cash 44.80 (2) Capitalized Cost Reduction (Credit for Net Trade-in Allowance) N/A Sales/Use Tax on Credit for Net Trade-in Allowance N/A (3) Advance Monthly Payment (1st Month) 588.00 (4) Refundable Security Deposit N/A (5) Initial Title Fees N/A (6) Initial Registration Fees 345.00 (7) Other: NY WASTE TIRE FEE 10.00 (8) Other: DOC FEE/SALES TAX 80.25 (9) Other: N/A N/A (10) TOTAL \$ 1708.00		(1) Credit for Net Trade-in Allowance Year N/A Make N/A \$ N/A (2) Manufacturer Contribution N/A (3) Dealer Contribution N/A (4) Amount to be Paid in Cash 1708.00 (5) N/A N/A (6) N/A N/A (7) N/A N/A (8) TOTAL \$ 1708.00	

6. MY MONTHLY PAYMENT IS DETERMINED AS SHOWN BELOW:	
A. GROSS CAPITALIZED COST: The agreed upon value of the Vehicle (\$ 42420.96) and any items I pay for over the Lease Term (such as taxes, fees, service contracts, insurance, and any outstanding prior credit or lease balance). \$ 43015.96	F. RENT CHARGE: The amount charged in addition to the depreciation and any amortized amounts. + 3009.96
B. CAPITALIZED COST REDUCTION: The amount of any net trade-in allowance, rebate, noncash credit, or cash I pay that reduces the gross capitalized cost. - 639.95	G. TOTAL OF BASE PAYMENT(S): The depreciation and any amortized amounts plus the rent charge. = 19782.92
C. ADJUSTED CAPITALIZED COST: The amount used in calculating my base monthly payment. = 42376.01	H. LEASE PAYMENTS: The number of payments required during the term of my Lease. ÷ 36
D. RESIDUAL VALUE: The estimated value of the Vehicle at the scheduled end of the Lease Term used in calculating my base monthly payment. - 25603.05	I. BASE MONTHLY PAYMENT: = 549.53
E. DEPRECIATION AND ANY AMORTIZED AMOUNTS: The amount charged for the Vehicle's decline in value through normal use and for other items paid over the Lease Term. = 16772.96	J. MONTHLY SALES/USE TAX: + 38.47
	K. OTHER: N/A + N/A
	L. OTHER: N/A + N/A
	M. TOTAL MONTHLY PAYMENT ("MONTHLY PAYMENT") = \$ 588.00

EARLY TERMINATION. I may have to pay a substantial charge if I end this Lease early. The charge may be up to several thousand dollars. The actual charge will depend on when the Lease is terminated. The earlier I end the Lease, the greater this charge is likely to be.

7. EXCESSIVE WEAR AND USE. I may be charged for excessive wear based on Lessor's standards for normal use and for mileage in excess of 12000 miles per year at the rate of 20 cents per mile.

8. PURCHASE OPTION AT END OF LEASE TERM. I have an option to purchase the Vehicle AS-IS, WHERE-IS at the end of the Lease Term for \$ 25603.05, plus any required taxes and fees.

9. OTHER IMPORTANT TERMS. Review this Lease for additional information on early termination, purchase options, maintenance responsibilities, warranties, late and default charges, insurance, and any security interests, if applicable.

10. ITEMIZATION OF GROSS CAPITALIZED COST (See Section 6A)

A. Agreed upon Value of Vehicle	\$ 42420.96	G. Optional Maintenance Contract	\$ N/A
B. Sales/Use Tax	\$ N/A	H. Optional Vehicle Service Contract	\$ N/A
C. License, Title, and Registration Fees	\$ N/A	I. N/A	\$ N/A
D. Outstanding Prior Credit or Lease Balance	\$ N/A	J. N/A	\$ N/A

8. **PURCHASE OPTION AT END OF LEASE TERM.** I have an option to purchase the Vehicle AS-IS, WHERE-IS at the end of the Lease term for \$ 24,015.05, plus any required taxes and fees.

9. **OTHER IMPORTANT TERMS.** Review this Lease for additional information on early termination, purchase options, maintenance responsibilities, warranties, late and default charges, insurance, and any security interests, if applicable.

10. **ITEMIZATION OF GROSS CAPITALIZED COST (See Section 6A)**

A. Agreed upon Value of Vehicle	\$	42420.96	G. Optional Maintenance Contract	\$	N/A
B. Sales/Use Tax	\$	N/A	H. Optional Vehicle Service Contract	\$	N/A
C. License, Title, and Registration Fees	\$	N/A	I. N/A	\$	N/A
D. Outstanding Prior Credit or Lease Balance	\$	N/A	J. N/A	\$	N/A
E. Dealer Documentation/Preparation/Service Fee	\$	N/A	K. N/A	\$	N/A
F. Acquisition Fee	\$	595.00	L. Total = Gross Capitalized Cost	\$	43015.96

11. **DISCLOSURES REQUIRED BY NEW YORK LAW**

Capitalized Cost	\$	43015.96	The sum of the adjusted capitalized cost and any capitalized cost reduction.
Estimated Residual Value	\$	25603.05	The capitalized cost and the amount of the rental payment may be negotiable.
Adjusted Capitalized Cost	\$	42376.01	The amount which is capitalized in connection with the Lease and is used in determining the amount of my periodic payment. This amount will be used in determining my early termination liability. The adjusted capitalized cost may be used to compare the early termination provisions of competing lessors.

12. **WARRANTIES**

If the Vehicle is new, the Vehicle is covered by the manufacturer's standard new car warranty. If the Vehicle is not new, there is no express warranty on the Vehicle unless indicated below.

☐ Used vehicle limited warranty provided by the manufacturer. ☐ Remainder of standard new vehicle limited warranty provided by the manufacturer.

☐ Limited warranty under New York's Lemon Law. ☐ Other: N/A

LESSOR LEASES THE VEHICLE TO ME "AS IS", EXCEPT AS PROVIDED IN THIS LEASE (AND UNLESS PROHIBITED BY LAW), LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS AS TO THE VEHICLE'S (OR ANY OF ITS PARTS OR ACCESSORIES) CONDITION, MERCHANTABILITY, SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AND LESSOR MAKES NO OTHER REPRESENTATIONS OR WARRANTIES WHATSOEVER.

13. **OPTIONAL SERVICE CONTRACT, INSURANCE AND OTHER PRODUCTS**

I do not have to purchase any of the optional products or services listed below to enter into this Lease, and they are not a factor in Lessor's credit decision. If I have indicated so below, it means I want to purchase the products and/or services for the price(s) listed below. If I have decided to purchase any of the products and/or services, I acknowledge that I have read the separate contract or notice which describes its terms and conditions. Coverage may be subject to approval by the provider. If the price of any products and/or services I bought is not part of the Itemization of Gross Capitalized Cost, I will pay for them upon Lease signing or delivery. Lessor may receive a portion of the price of any optional products and/or services I buy.

Optional Maintenance Contract	\$	N/A	N/A	N/A	N/A	N/A	N/A
		Premium or Charge	Provider	Term		Lessee Initials	
Optional Vehicle Service Contract	\$	N/A	N/A	N/A	N/A	N/A	N/A
		Premium or Charge	Provider	Term		Lessee Initials	
Other <u>N/A</u>	\$	N/A	N/A	N/A	N/A	N/A	N/A
		Premium or Charge	Provider	Term		Lessee Initials	
Other <u>N/A</u>	\$	N/A	N/A	N/A	N/A	N/A	N/A
		Premium or Charge	Provider	Term		Lessee Initials	

14. **ESTIMATED FEES AND TAXES DURING LEASE TERM**

I agree to pay when due or reimburse Lessor for all title/license/registration/official fees and taxes over the term of my Lease (including any extensions), whether paid at Lease signing, included in my Monthly Payments or billed otherwise by Lessor or my taxing jurisdiction, including personal property taxes. Lessor estimates this amount to be: \$ 2479.97. The actual total of fees and taxes may be higher, or lower, depending upon whether the garaging address of the Vehicle changes, and on the tax rates in effect, or the value of the Vehicle at the time a fee or tax is assessed. Some taxes and fees may come due after the Lease terminates. I agree to pay any such amounts within 10 days of being invoiced or otherwise when indicated by the taxing authority. I will be responsible for any fines or penalties if I fail to pay the bill when due. **THE AMOUNT INDICATED ON THIS LEASE AGREEMENT FOR REGISTRATION AND TITLE FEES IS AN ESTIMATE. IN SOME INSTANCES, IT MAY EXCEED THE ACTUAL FEES DUE THE COMMISSIONER OF MOTOR VEHICLES. THE DEALER WILL AUTOMATICALLY, AND WITHIN SIXTY DAYS OF SECURING SUCH REGISTRATION AND TITLE, REFUND ANY AMOUNT OVERPAID FOR SUCH FEES.**

Lessee's Initials [Signature] Co-Lessee's Initials N/A

15. **VEHICLE INSURANCE**

I will pay for and maintain during the Lease term, and until the Vehicle is returned to Lessor, insurance on the Vehicle which has the following minimum coverages: (a) Public Liability Insurance that either covers up to \$100,000 for bodily injuries to any one person, \$300,000 for bodily injuries for any one accident, and \$50,000 for property damage, or has a combined single limit of \$300,000 for bodily injuries and property damage for any one accident; and (b) Physical Damage Insurance covering loss or damage to the Vehicle, with deductibles of no more than \$1,000 for collision and upset loss and \$1,000 for comprehensive fire and theft loss. The Policy of Public Liability Insurance must show Assignee as an additional insured. The policy of Physical Damage Insurance must show Assignee as loss payee. I may choose to get the required coverages myself or through any person. The policies must be written by an insurance company acceptable to Lessor. I agree to provide written proof of insurance to Lessor upon request, and authorize Lessor, and its agents, to contact my insurance agent and insurance company to verify coverage as required by this Lease. I further authorize Lessor to endorse my name(s) on any check or draft from my insurance company for any claim. Lessor may change the amounts of required insurance. I acknowledge that the limits required under this Lease may not be sufficient for my needs, and will see my insurance agent for more information.

PHYSICAL DAMAGE OR LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED WITH THIS LEASE.

I affirm that the following insurance coverage is in force as of the Lease Date. I must instruct my insurance agent to add as an additional loss payee and as an additional insured, and send the Insurance Policy, Endorsement, or Certificate to: HVT, Inc. c/o PDP Services, P.O. Box 650201, Hunt Valley, Maryland 21065-0201.

PROGRESSIVE
Insurance Provider
PROGRESSIVE
Agent's Name

6300 WILSON MILLS RD.
MAYFIELD VILLAGE OH 44143
Agent's Address

City State Zip

Policy Number
(800) 274-4489
Agent's Phone Number

16. **ARBITRATION**

The parties agree that any unresolved disputes shall be submitted to arbitration in accordance with the Arbitration clause (Section 50). By initialing this Section, I am confirming that I have read this Section and the Arbitration clause, including the method of opting out of arbitration.

Lessee's Initials [Signature] Co-Lessee's Initials N/A

17. **NOTICES**

FOR PURPOSES OF THE NOTICES BELOW "YOU" REFERS TO LESSEE.

YOU AGREE THAT ASSIGNEE AND AHFC MAY OBTAIN YOUR CREDIT REPORT, CREDIT SCORE OR OTHER CONSUMER REPORT FOR USE IN CONNECTION WITH COLLECTION OF AMOUNTS OWED UNDER THIS LEASE, ENFORCEMENT OF THIS LEASE, AND MARKETING SOLICITATIONS FOR RETAIL INSTALLMENT FINANCING OR LEASE PROGRAMS AFTER LEASE DATE.

Limited warranty under New York's Lemon Law. Other: _____
LESSOR LEASES THE VEHICLE TO ME "AS IS", EXCEPT AS PROVIDED IN THIS LEASE (AND UNLESS PROHIBITED BY LAW), LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS AS TO THE VEHICLE'S (OR ANY OF ITS PARTS OR ACCESSORIES) CONDITION, MERCHANTABILITY, SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AND LESSOR MAKES NO OTHER REPRESENTATIONS OR WARRANTIES WHATSOEVER.

13. OPTIONAL SERVICE CONTRACT, INSURANCE AND OTHER PRODUCTS

I do not have to purchase any of the optional products or services listed below to enter into this Lease, and they are not a factor in Lessor's credit decision. If I have indicated so below, it means I want to purchase the products and/or services for the price(s) listed below. If I have decided to purchase any of the products and/or services, I acknowledge that I have read the separate contract or notice which describes its terms and conditions. Coverage may be subject to approval by the provider. If the price of any products and/or services I bought is not part of the Itemization of Gross Capitalized Cost, I will pay for them upon Lease signing or delivery. Lessor may receive a portion of the price of any optional products and/or services I buy.

Optional Maintenance Contract	\$	N/A	N/A	N/A	N/A / N/A
		Premium or Charge	Provider	Term	Lessee Initials
Optional Vehicle Service Contract	\$	N/A	N/A	N/A	N/A / N/A
		Premium or Charge	Provider	Term	Lessee Initials
Other N/A	\$	N/A	N/A	N/A	N/A / N/A
Product Description		Premium or Charge	Provider	Term	Lessee Initials
Other N/A	\$	N/A	N/A	N/A	N/A / N/A
Product Description		Premium or Charge	Provider	Term	Lessee Initials

14. ESTIMATED FEES AND TAXES DURING LEASE TERM

I agree to pay when due or reimburse Lessor for all title/license/registration/official fees and taxes over the term of my Lease (including any extensions), whether paid at Lease signing, included in my Monthly Payments or billed otherwise by Lessor or my taxing jurisdiction, including personal property taxes. Lessor estimates this amount to be: \$ 2479.97. The actual total of fees and taxes may be higher, or lower, depending upon whether the garaging address of the Vehicle changes, and on the tax rates in effect, or the value of the Vehicle at the time a fee or tax is assessed. Some taxes and fees may come due after the Lease terminates. I agree to pay any such amounts within **10** days of being invoiced or otherwise when indicated by the taxing authority. I will be responsible for any fines or penalties if I fail to pay the bill when due. **THE AMOUNT INDICATED ON THIS LEASE AGREEMENT FOR REGISTRATION AND TITLE FEES IS AN ESTIMATE. IN SOME INSTANCES, IT MAY EXCEED THE ACTUAL FEES DUE THE COMMISSIONER OF MOTOR VEHICLES. THE DEALER WILL AUTOMATICALLY, AND WITHIN SIXTY DAYS OF SECURING SUCH REGISTRATION AND TITLE, REFUND ANY AMOUNT OVERPAID FOR SUCH FEES.**

Lessee's Initials [Signature] Co-Lessee's Initials N/A

15. VEHICLE INSURANCE

I will pay for and maintain during the Lease term, and until the Vehicle is returned to Lessor, insurance on the Vehicle which has the following minimum coverages: (a) Public Liability Insurance that either covers up to **\$100,000** for bodily injuries to any one person, **\$300,000** for bodily injuries for any one accident, and **\$50,000** for property damage, or has a combined single limit of **\$300,000** for bodily injuries and property damage for any one accident; and (b) Physical Damage Insurance covering loss or damage to the Vehicle, with deductibles of no more than **\$1,000** for collision and upset loss and **\$1,000** for comprehensive fire and theft loss. The Policy of Public Liability Insurance must show Assignee as an additional insured. The policy of Physical Damage Insurance must show Assignee as loss payee. I may choose to get the required coverages myself or through any person. The policies must be written by an insurance company acceptable to Lessor. I agree to provide written proof of insurance to Lessor upon request, and authorize Lessor, and its agents, to contact my insurance agent and insurance company to verify coverage as required by this Lease. I further authorize Lessor to endorse my name(s) on any check or draft from my insurance company for any claim. Lessor may change the amounts of required insurance. I acknowledge that the limits required under this Lease may not be sufficient for my needs, and will see my insurance agent for more information.

PHYSICAL DAMAGE OR LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED WITH THIS LEASE.

I affirm that the following insurance coverage is in force as of the Lease Date. I must instruct my Insurance agent to add as an additional loss payee and as an additional insured, and send the Insurance Policy, Endorsement, or Certificate to: HVT, Inc. c/o PDP Services, P.O. Box 650201, Hunt Valley, Maryland 21065-0201.

PROGRESSIVE Insurance Provider	6300 WILSON MILLS RD. MAYFIELD VILLAGE OH 44143	Policy Number	(800)274-4489
PROGRESSIVE Agent's Name	Agent's Address	City	State Zip Agent's Phone Number

16. ARBITRATION

The parties agree that any unresolved disputes shall be submitted to arbitration in accordance with the Arbitration clause (Section 50). By initialing this Section, I am confirming that I have read this Section and the Arbitration clause, including the method of opting out of arbitration.

Lessee's Initials [Signature] Co-Lessee's Initials N/A

17. NOTICES

FOR PURPOSES OF THE NOTICES BELOW "YOU" REFERS TO LESSEE.

YOU AGREE THAT ASSIGNEE AND AHFC MAY OBTAIN YOUR CREDIT REPORT, CREDIT SCORE OR OTHER CONSUMER REPORT FOR USE IN CONNECTION WITH COLLECTION OF AMOUNTS OWED UNDER THIS LEASE, ENFORCEMENT OF THIS LEASE, AND MARKETING SOLICITATIONS FOR RETAIL INSTALLMENT FINANCING OR LEASE PROGRAMS AFTER LEASE DATE.

THIS LEASE CONTAINS THE ENTIRE AGREEMENT BETWEEN YOU AND US. No agreements exist between you and Lessor except as set forth in this Lease. The agreement between the parties may only be modified by a writing signed by you and Lessor, except that the Lease may be extended by agreement over the phone or an agreement formed through other electronic means of communication for a period of six months. No course of performance will modify the agreement between the parties or constitute a waiver of any right under this Lease.

Lessee's Initials [Signature] Co-Lessee's Initials N/A

WARNING: Important consumer protections may not apply if this agreement indicates that you are leasing the vehicle primarily for agricultural, business or commercial use.

NOTICE TO THE LESSEE(S): 1. Do not sign this agreement before you read it or if it contains any blank space. 2. You are entitled to a completely filled in copy of this agreement when you sign it.

BY SIGNING BELOW, YOU ACKNOWLEDGE THAT YOU HAVE READ BOTH SIDES OF THIS LEASE AND YOU HAVE RECEIVED A COMPLETELY FILLED-IN COPY OF THIS LEASE.

MOTOR VEHICLE LEASE AGREEMENT

18. SIGNATURES

A. INDIVIDUAL LESSEE SIGNATURE(S)

<u>[Signature]</u>	<u>N/A</u>	<u>N/A</u>
Lessee Signature	Co-Lessee Signature	Name

B. BUSINESS LESSEE SIGNATURE

<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
Signature	Name	Title

C. LESSOR SIGNATURE AND ASSIGNMENT The authorized signature of the Lessor below has the effect of: (a) accepting the terms and conditions of this Lease; (b) acknowledging verification of the Lessee's insurance coverage required by this Lease; and (c) assigning to Honda Lease Trust, or its successors and assignees all of its right, title and interest in and to this Lease, the proceeds of this Lease and the Vehicle, according to the terms and conditions of the Lease Plan Agreement between Honda Lease Trust and the Lessor.

<u>[Signature]</u>	<u>FEDER'S ENTERPRISES OF NY INC., DBA FEDER'S ACURA</u>	<u>PRESIDENT</u>
Authorized Signature	Name	Title

Swan Lake, NY



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