

PE19-004
KIA
6/28/2019
DEFECT A
CA FILES
STINGER

2018 STINGER_ACCIDENT
SCRIPTS_ALLEGED DEFECT
A_EXPANDED SCOPE

Accident Report

Case [REDACTED]

Report Details

A-1) Who owns the vehicle?

[REDACTED] NOVI, MI [REDACTED]

A-2) Who was driving the vehicle or who was the last person to drive the vehicle?

[REDACTED] NOVI, MI [REDACTED]

A-3) What is the age of the driver?

[REDACTED]

A-4) How many other passengers were in the vehicle?

n/a

A-5) Where was each passenger sitting in the vehicle & what is each person's name and age?

n/a

A-6) Were there any objects in the luggage compartment, passenger compartment, being towed, or

no

B-1) What was the date & time of the incident?

02/11/2019 21:36:00

B-10) Describe all structures and/or vehicles involved & any damage that occurred to each one.

n/a

B-2) What time was 911 called?

2:36 pm

B-3) Describe the road & weather conditions at the time of the incident.

good roads - snowed previous day

B-4) Were there any injuries (describe injuries)?

no

B-5) Describe the incident in detail including when & where the burning smell, smoke, and fire were

Customer [REDACTED] NOVI, MI [REDACTED] states: 1. On 2-11-2019 I was about 40 minutes (50 miles) away from home 1:45 pm heading back from Ann Arbor MI - good roads - had snowed the previous day 2. I parked the veh by my Condo 3. I was in the house and started to smell wires burning - I thought it was coming from inside my condo 4. At 2:36 pm my neighbor noticed my Stinger on fire and called 911 - veh is melted - the engine has a hole - veh is totaled - I want Kia to call me back ASAP - I need a rental vehicle

B-6) Was the engine on, off or in accessory mode?

off

B-7) Were any warning lights on or recent service done prior to the incident?

no

B-8) Have there ever been any aftermarket accessories installed on the vehicle?

no

B-9) What is the closest address or cross streets, city, and state to where the incident happened?

[REDACTED] NOVI, MI [REDACTED]

C-1) Which fire agency responded?

Novi

C-2) What is the fire report number?

will provide at a later date

D-1) Where is the vehicle now?

NOVI, MI

D-2) Have any repairs been completed?

no

D-3) Was the insurance company contacted?

yes

D-4) Have you settled with the insurance company?

no

D-5) What action are you requesting of Kia?

I have read on the Internet about Stingers catching on fire - I want to know why the veh caught on fire - I want National to call me back ASAP - I need a rental veh

PE19-004
KIA
6/28/2019
DEFECT A
CA FILES
STINGER

2018 STINGER_CA
REPORTS_ALLEGED DEFECT
A_EXPANDED SCOPE

Kia Motors America

Consumer Affairs Department

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Last name	First name	VIN of	2018 STINGER	Case Number	Mileage
		KNAE15LA0J6			6.900
Novi	, MI,		Prod. Date: 05/10/2018	Dealer: MI031	Feldman KIA

Kia Case Type Lvl1: Complaint

Kia Case Type Lvl3: Product Liability

Kia Case Type Lvl2: Quality

Kia Case Type Lvl4: Fire/Explosion

Case History

*** 02/11/2019 16:42:49 (GMT-07:00) Arizona ***

Contact = Priority = Standard, Sub Status = Working

*** Phone - Call - Inbound created on 02/11/2019 16:30:34 (GMT-07:00) Arizona and created by Jim Smith ***

Customer NOVI, MI states:

1. On 2-11-2019 I was about 40 minutes (50 miles) away from home 1:45 pm heading back from Anarbor MI - good roads - had snowed the previous day
2. I parked the veh by my Condo
3. I was in the house and started to smell wires burning - I thought it was coming from inside my condo
4. At 2:36 pm my neighbor noticed my Stinger on fire and called 911
5. No one was injured
6. Fire dept and police arrived and put out the fire
7. I contacted State Farm who will pickup the veh tomorrow
8. I have read on the Internet about Stingers catching on fire
9. I want to know why the veh caught on fire - veh melted - engine has a hole - veh is totaled

Writer states:

1. Apologize for inconvenience
2. Updated Customer information
3. No open SC
4. A National rep will contact you within 2-3 business days

Customer states:

1. Ok, I want National to call me back ASAP
2. I need a rental veh
3. Thank You

Writer states:

1. Thank You

*** Case is sent on 2/11/2019 15:58:21 by Jim Smith

To: mmcanelly@kiausa.com

Cc: jsmith@kiaconsumeraffairs.com

Title: NO ACTION REQUIRED - Case Escalation:MI031,

*** 02/11/2019 16:58:42 (GMT-07:00) Arizona ***

Dispatched from WIPBin = dispatch to Queue National CA by Jim Smith

Reason:

*** 02/11/2019 21:58:27 ***

20190211_152426.jpg added by on 02/11/2019 21:58:24

*** 02/11/2019 21:58:30 ***

20190211_152415.jpg added by on 02/11/2019 21:58:27

*** 02/11/2019 21:58:32 ***

20190211_152443(0).jpg added by on 02/11/2019 21:58:30

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Last name	First name	VIN of	2018 STINGER	Case Number	Mileage
		KNAE15LA0J			6.900
Novi	, MI,		Prod. Date: 05/10/2018	Dealer: MI031	Feldman KIA

Kia Case Type Lvl1: Complaint

Kia Case Type Lvl3: Product Liability

Kia Case Type Lvl2: Quality

Kia Case Type Lvl4: Fire/Explosion

*** 02/11/2019 21:58:33 ***

20190211_152504.jpg added by on 02/11/2019 21:58:32

*** 02/11/2019 21:58:35 ***

20190211_152454.jpg added by on 02/11/2019 21:58:33

*** 02/11/2019 21:58:36 ***

20190211_152642.jpg added by on 02/11/2019 21:58:35

*** 02/12/2019 07:44:11 (GMT-08:00) Pacific Time (US & Canada) ***

Accepted from Queue National CA to WIPBin Inbox/Need To Call by Jeff Stroup

*** 02/12/2019 08:14:21 (GMT-08:00) Pacific Time (US & Canada) ***

Assigned to WIPBin 1. Intro Calls of Ryan Ristow by Jeff Stroup

Reason:

*** Phone - Call - Outbound created on 02/12/2019 09:11:52 (GMT-08:00) Pacific Time (US & Canada) and created by Ryan Ristow ***

Wrt contacted the customer:

1. Hello, calling in regards to the case you opened yesterday.
2. I wanted to let you know that I will be reviewing your claim.
3. I have the photos and I will have the engineers take a look.

The customer replied:

1. Okay, I just think that Kia should take care of this.
2. They should provide me a car with my same current payments.

Wrt replied:

1. It looks like the insurance is taking the vehicle.
2. If you wish to work with Kia, please be aware that we expect you to still own the vehicle.
3. Do you have a rental car?

The customer replied:

1. I placed myself in one.

Wrt replied:

1. okay, hold onto the receipts and I will reimburse you up to \$35.00 a day.
2. You are responsible for gas and insurance.

The customer replied;

1. Okay, I will wait to hear from you

*** Others - Others commitment created on 02/12/2019 09:44:22 (GMT-08:00) Pacific Time (US & Canada) with Commitment Date 02/12/2019 and created by Ryan Ristow ***

*** 02/12/2019 09:44:29 (GMT-08:00) Pacific Time (US & Canada) ***

Case moved into WIPBin 1. Intro Calls and Sub Status of Assigned

*** Web - Note created on 02/13/2019 10:52:03 (GMT-08:00) Pacific Time (US & Canada) and created by Esther Kong ***

NCA received the following VOQ below:

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Last name	First name	VIN of 2018 STINGER	Case Number	Mileage
[REDACTED]	[REDACTED]	KNAE15LA0J6 [REDACTED]	[REDACTED]	6,900
Novi	MI, [REDACTED]	Prod. Date: 05/10/2018	Dealer: MI031 Feldman KIA	

Kia Case Type Lvl1: Complaint

Kia Case Type Lvl3: Product Liability

Kia Case Type Lvl2: Quality

Kia Case Type Lvl4: Fire/Explosion

I PARKED MY 2018 KIA STINGER AT HOME AFTER DRIVING 40 MIN, MOSTLY HIGHWAY. NOTHING WAS WRONG WITH THE CAR DURING THIS TIME. AFTER ROUGHLY 5 MINUTES IN MY HOUSE, I BEGAN TO SMELL A BURNING ODOR. I LOOKED AROUND THE HOUSE FOR ANYTHING BURNING. I SEARCHED THE 1ST/2ND FLOOR, BUT NOTHING. I OPENED MY BACK DOOR AND THE SMELL WAS STRONGER, BUT NOTHING WAS UNUSUAL. THE FURNACE WAS OKAY. THEN I HEARD FIRE TRUCKS AND POLICE OUT FRONT. I WENT OUT AND SAW MY CAR IN FLAMES.

*** Others - Others commitment fulfilled on 02/13/2019 15:06:22 (GMT-08:00) Pacific Time (US & Canada) with Commitment Date 02/12/2019 closed by Ryan Ristow ***
Get permission to inspect.

*** Phone - Call - Outbound commitment created on 02/13/2019 15:09:40 (GMT-08:00) Pacific Time (US & Canada) with Commitment Date 02/15/2019 and created by Ryan Ristow ***

*** Phone - Call - Outbound commitment updated on 02/14/2019 14:02:51 (GMT-08:00) Pacific Time (US & Canada) with Commitment Date 02/15/2019 and updated by Ryan Ristow ***

Wrt contacted customer:

Claim # is [REDACTED]

Ph# is [REDACTED]

Insurance is State Farm

*** Phone - Call - Outbound commitment fulfilled on 02/14/2019 14:25:07 (GMT-08:00) Pacific Time (US & Canada) with Commitment Date 02/15/2019 closed by Ryan Ristow ***
Wrt contacted them insurance and got approval for KMA to inspect the vehicle.

*** Others - Others commitment created on 02/14/2019 14:31:38 (GMT-08:00) Pacific Time (US & Canada) with Commitment Date 02/15/2019 and created by Ryan Ristow ***

*** 02/14/2019 14:32:20 (GMT-08:00) Pacific Time (US & Canada) ***
Case moved into WIPBin 1. Intro Calls and Sub Status of Assigned

*** 02/14/2019 15:43:37 (GMT-08:00) Pacific Time (US & Canada) ***

Inspection requested by KMA10352

Request Code: PLLegal-MI031-[REDACTED]21419

Request Details:

*** Others - Others commitment updated on 02/14/2019 15:45:32 (GMT-08:00) Pacific Time (US & Canada) with Commitment Date 02/19/2019 and updated by Ryan Ristow ***

*** Others - Others commitment updated on 02/19/2019 09:26:48 (GMT-08:00) Pacific Time (US & Canada) with Commitment Date 02/19/2019 and updated by Ryan Ristow ***
PER LEGAL - WE HAVE BEEN INFORMED ABOUT THE OPERATIVE FACTS OF CASE [REDACTED] WE BELIEVE THAT THERE IS A REASONABLE PROSPECT THAT THIS CASE MAY END UP IN LITIGATION AND REQUEST CA TO PERFORM AN INSPECTION TO PROTECT THE COMPANY IN THE EVENT OF LITIGATION. THIS WILL CONFIRM THAT ANY INSPECTION REPORTS WILL BE SUBJECT TO THE ATTORNEY CLIENT PRIVILEGE.

*** Others - Others commitment updated on 02/19/2019 09:31:24 (GMT-08:00) Pacific Time (US & Canada) with Commitment Date 02/22/2019 and updated by Ryan Ristow ***

*** Others - Others commitment fulfilled on 02/25/2019 13:44:04 (GMT-08:00) Pacific Time (US & Canada) with

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<u>Last name</u>	<u>First name</u>	<u>VIN of</u>	<u>2018 STINGER</u>	<u>Case Number</u>	<u>Mileage</u>
		KNAE15LA0J6			6,900
Novi	, MI,		Prod. Date: 05/10/2018	Dealer: MI031	Feldman KIA

Kia Case Type Lvl1: Complaint

Kia Case Type Lvl3: Product Liability

Kia Case Type Lvl2: Quality

Kia Case Type Lvl4: Fire/Explosion

Commitment Date 02/22/2019 closed by Ryan Ristow ***

Wrt reviewed with the KMA engineers:

instead of inspecting the vehicle, KMA would like wrt to repurchase the vehicle and bring it back to KMA

*** 02/28/2019 15:07:40 (GMT-08:00) Pacific Time (US & Canada) ***

Case moved into WIPBin 5. Review and Sub Status of Assigned

*** Phone - Call - Outbound created on 03/01/2019 09:31:56 (GMT-08:00) Pacific Time (US & Canada) and created by Ryan Ristow ***

Wrt contacted the customer:

1. Hello, I am calling to give you an update.
2. I was reviewing and the KMA engineers want to bring the vehicle here.
3. You still haven't settled with the insurance correct?

The customer replied:

1. That is correct.

Wrt replied;

1. Okay, I can look into repurchasing the vehicle or putting you into another Stinger.
2. I just need a copy of the sales contract.

The customer replied:

1. I have to think about that.
2. the contract burned up.

Wrt replied;

1. okay, I will call the dealer and then I will follow up with you next week.

*** Phone - Call - Outbound commitment created on 03/01/2019 09:35:00 (GMT-08:00) Pacific Time (US & Canada) with Commitment Date 03/05/2019 and created by Ryan Ristow ***

*** 03/01/2019 09:35:11 (GMT-08:00) Pacific Time (US & Canada) ***

Case moved into WIPBin 1. Intro Calls and Sub Status of Assigned

*** Phone - Call - Outbound commitment fulfilled on 03/05/2019 09:44:07 (GMT-08:00) Pacific Time (US & Canada) with Commitment Date 03/05/2019 closed by Ryan Ristow ***

Wrt left a VM for the customer.

*** Phone - Call - Inbound commitment created on 03/05/2019 09:44:22 (GMT-08:00) Pacific Time (US & Canada) with Commitment Date 03/08/2019 and created by Ryan Ristow ***

*** Phone - Call - Inbound commitment fulfilled on 03/08/2019 10:47:12 (GMT-08:00) Pacific Time (US & Canada) with Commitment Date 03/08/2019 closed by Ryan Ristow ***
Customer left a VM requesting a C/B.

Wrt contacted the customer:

1. Hello, I am calling in regards the case.
2. Wanted to see if you had a chance to think about which offer you wanted?

The customer replied:

1. I want more than that.

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<u>Last name</u>	<u>First name</u>	<u>VIN of</u>	<u>2018 STINGER</u>	<u>Case Number</u>	<u>Mileage</u>
		KNAE15LA0J6			6,900
Novi	, MI,		Prod. Date: 05/10/2018	Dealer: MI031	Feldman KIA

Kia Case Type Lvl1: Complaint

Kia Case Type Lvl3: Product Liability

Kia Case Type Lvl2: Quality

Kia Case Type Lvl4: Fire/Explosion

Wrt replied;

- 1.Okay, I can review your request.
2. But we do not know what is happening with the vehicle at this time.
3. We want to offer to take the vehicle back so we can investigate further.

The customer replied;

1. You are not taking this serious enough.
2. If this was GM, we would have been there already.

Wrt replied:

1. we only have two engineers who inspect these concerns.
2. Instead of making you wait we were offering GW in order to take possession of the vehicle.

The customer replied:

1. you should talk to the insurance then.

Wrt replied:

1. Did you settle?
2. Then the insurance would own the car and the offers to you would change because you do not have possession of the vehicle.

The customer replied;

1. I do not know.

Wrt replied:

1. Okay, I will contact the insurance to see their status.

The customer replied:

1. okay, just know that if Kia skirts responsibility I will get an attorney.

Wrt replied:

1. I will speak with the insurance and when I have new info I will give you a call back.

*** Others - Others created on 03/08/2019 10:59:00 (GMT-08:00) Pacific Time (US & Canada) and created by Ryan Ristow ***

Wrt requested sales contract.

*** Phone - Call - Outbound created on 03/08/2019 10:59:22 (GMT-08:00) Pacific Time (US & Canada) and created by Ryan Ristow ***

Wrt contacted insurance:

1. Has the customer settled?

The insurance replied:

1. not yet.

Wrt replied:

1. okay, I am trying to settle with the customer.
2. I will get an offer to them.

The insurance replied:

1. if you need to contact his case handler directly, her name is Becky and her number is 740-364-5703.

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<u>Last name</u>	<u>First name</u>	<u>VIN of</u>	<u>2018 STINGER</u>	<u>Case Number</u>	<u>Mileage</u>
		KNAE15LA0J			6,900
Novi	, MI,		Prod. Date: 05/10/2018	Dealer: MI031	Feldman KIA

Kia Case Type Lvl1: Complaint

Kia Case Type Lvl3: Product Liability

Kia Case Type Lvl2: Quality

Kia Case Type Lvl4: Fire/Explosion

*** Email - External Email Received commitment created on 03/08/2019 11:01:10 (GMT-08:00) Pacific Time (US & Canada) with Commitment Date 03/11/2019 and created by Ryan Ristow ***

*** Email - External Email Received commitment updated on 03/11/2019 10:47:05 (GMT-08:00) Pacific Time (US & Canada) with Commitment Date 03/11/2019 and updated by Ryan Ristow ***

Wrt attempted to contact finance:

1. The mailbox was full.
2. Unable to leave a VM.

*** Email - External Email Received commitment updated on 03/11/2019 10:49:09 (GMT-08:00) Pacific Time (US & Canada) with Commitment Date 03/12/2019 and updated by Ryan Ristow ***

Wrt requested sales contract from the sales manager.

*** Email - External Email Received commitment updated on 03/12/2019 09:33:17 (GMT-08:00) Pacific Time (US & Canada) with Commitment Date 03/12/2019 and updated by Ryan Ristow ***

Wrt contacted the customer:

1. Hello, I just wanted to call and follow up regarding the vehicle.
2. I have reached out to the dealer a few times for the sales contract and it has not yet been provided.
3. And I verified with the insurance that you have not settled.

The customer replied:

1. Okay, thanks for the update.

*** Email - External Email Received commitment updated on 03/12/2019 09:35:49 (GMT-08:00) Pacific Time (US & Canada) with Commitment Date 03/12/2019 and updated by Ryan Ristow ***

Wrt contacted the sales manager and requested the sales contract.

*** Email - External Email Received commitment updated on 03/12/2019 09:36:05 (GMT-08:00) Pacific Time (US & Canada) with Commitment Date 03/14/2019 and updated by Ryan Ristow ***

*** Email - External Email Received commitment updated on 03/14/2019 11:19:40 (GMT-08:00) Pacific Time (US & Canada) with Commitment Date 03/15/2019 and updated by Ryan Ristow ***

Wrt left a VM for the sales manager.

*** Email - External Email Received commitment updated on 03/15/2019 13:46:34 (GMT-08:00) Pacific Time (US & Canada) with Commitment Date 03/15/2019 and updated by Ryan Ristow ***

Wrt requested DSM assistance getting the customer sales contract.

*** Email - External Email Received commitment created on 03/08/2019 11:00:52 (GMT-08:00) Pacific Time (US & Canada) with Commitment Date 03/18/2019 and created by Ryan Ristow ***

*** Email - External Email Received commitment created on 03/08/2019 11:00:52 (GMT-08:00) Pacific Time (US & Canada) with Commitment Date 03/19/2019 and created by Ryan Ristow ***

Pending sales contract

*** Email - External Email Received commitment updated on 03/19/2019 13:27:14 (GMT-08:00) Pacific Time (US & Canada) with Commitment Date 03/21/2019 and updated by Ryan Ristow ***

Wrt left a VM for the sales manager.

1. Requested sales contract.

*** Email - External Email Received commitment updated on 03/19/2019 13:29:28 (GMT-08:00) Pacific Time (US

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<u>Last name</u>	<u>First name</u>	<u>VIN of</u>	<u>2018 STINGER</u>	<u>Case Number</u>	<u>Mileage</u>
		KNAE15LA0J6			6,900
Novi	, MI,		Prod. Date: 05/10/2018	Dealer: MI031	Feldman KIA

Kia Case Type Lvl1: Complaint

Kia Case Type Lvl3: Product Liability

Kia Case Type Lvl2: Quality

Kia Case Type Lvl4: Fire/Explosion

& Canada) with Commitment Date 03/21/2019 and updated by Ryan Ristow ***
Wrt requested customer assistance getting the sales contract

*** Email - External Email Received commitment created on 03/08/2019 11:00:52 (GMT-08:00) Pacific Time (US & Canada) with Commitment Date 03/26/2019 and created by Ryan Ristow ***
Pending sales contract

*** Email - External Email Received commitment updated on 03/26/2019 10:58:42 (GMT-08:00) Pacific Time (US & Canada) with Commitment Date 03/28/2019 and updated by Ryan Ristow ***
Wrt requested DSM assistance getting the sales contract.

*** Email - External Email Received commitment updated on 03/28/2019 10:12:26 (GMT-08:00) Pacific Time (US & Canada) with Commitment Date 04/01/2019 and updated by Ryan Ristow ***
Wrt requested assistance from the DSM

*** Email - External Email Received commitment created on 03/08/2019 11:00:52 (GMT-08:00) Pacific Time (US & Canada) with Commitment Date 04/02/2019 and created by Ryan Ristow ***
Pending sales contract

*** Email - External Email Received commitment updated on 04/02/2019 10:07:25 (GMT-08:00) Pacific Time (US & Canada) with Commitment Date 04/03/2019 and updated by Ryan Ristow ***
Wrt contacted the customer:
1. Were you able to get another copy of the sales contract?

The customer replied:

1. I am sorry, I forgot as I have been out of town.
2. But I will call them and demand it as a customer.

Wrt replied:

1. Okay, thank you.

*** Email - External Email Received commitment fulfilled on 04/03/2019 13:20:44 (GMT-08:00) Pacific Time (US & Canada) with Commitment Date 04/03/2019 closed by Ryan Ristow ***
Wrt received sales contract.

*** Phone - Call - Outbound created on 04/03/2019 13:58:36 (GMT-08:00) Pacific Time (US & Canada) and created by Ryan Ristow ***

Wrt contacted the customer:

1. I received the sales contract.
2. We have reviewed and I would like to reiterate what is offered.
3. I can either do a SOC or a vehicle repurchase.
4. Do you have a preference?

The customer replied:

1. I am not sure.

Wrt replied;

1. I will send an offer letter for you to review.

The customer replied:

1. Are you able to offer GW?

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Last name	First name	VIN of 2018 STINGER	Case Number	Mileage
[REDACTED]	[REDACTED]	KNAE15LA0J [REDACTED]	[REDACTED]	6,900
Novi	MI, [REDACTED]	Prod. Date: 05/10/2018	Dealer: MI031 Feldman KIA	

Kia Case Type Lvl1: Complaint

Kia Case Type Lvl3: Product Liability

Kia Case Type Lvl2: Quality

Kia Case Type Lvl4: Fire/Explosion

Wrt replied:

1. I will review and see if that is something that I am able to do.

The customer replied:

1. Okay.

*** Email - External Email Sent created on 04/03/2019 16:34:39 (GMT-08:00) Pacific Time (US & Canada) and created by Ryan Ristow ***

Wrt sent offer letter to customer using Adobe Sign.

*** Email - External Email Received commitment created on 04/03/2019 16:35:43 (GMT-08:00) Pacific Time (US & Canada) with Commitment Date 04/10/2019 and created by Ryan Ristow ***

*** 04/03/2019 16:36:15 (GMT-08:00) Pacific Time (US & Canada) ***

Case moved into WIPBin 1. Intro Calls and Sub Status of Assigned

*** Email - External Email Received commitment fulfilled on 04/09/2019 08:07:34 (GMT-08:00) Pacific Time (US & Canada) with Commitment Date 04/10/2019 closed by Ryan Ristow ***

Ryan,

I respectfully decline both options, 1 and 2. I'm not interested in option 1 because I don't feel comfortable putting my family and myself back into a Kia with an issue related to spontaneous fires that could be deadly. Based on information from the media, safety organizations, and my own case, I feel confident to say that Kia has not addressed this issue appropriately.

Regarding option 2, this is the option that I'm interested in pursuing, but I can't accept the settlement amount below. Even though I exited the Stinger and wasn't physically injured, 5 minutes earlier I would have been locked in the car as it suddenly burst into flames.

I'm the customer of Kia, and with all companies, providing a great ownership experience should be one of the top priorities. It seems apparent that Kia just wants to get this case resolved as cheaply as possible. I have provided a different settlement amount that I think is totally reasonable.

Cash due at lease signing	\$2135
Trade-in refund	\$3000
8 payments of \$350 each	\$2800
Misc items in Stinger (approx):	
4 phone charges	\$160
2 fold-up lawn chairs	\$40
Sun glasses, reading glasses	\$50
Rental car: 18 in FEB (x\$35/day)	\$630
27 in MAR	\$945
12 in April **	\$420

** Assumes settlement will be complete by April 19th. On vacation from Mar 28th thru Apr 7th - No rental car

It upsets me that Kia would attempt to recover mile deductions for a vehicle that is no longer usable.

The total for this proposed settlement amount is \$10,180.00. If Kia Motors has a problem with this proposal, then I will move on to a different approach to resolve this issue. This is a very serious matter for all Kia owners/drivers.

[REDACTED]

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<u>Last name</u>	<u>First name</u>	<u>VIN of</u>	<u>2018 STINGER</u>	<u>Case Number</u>	<u>Mileage</u>
[REDACTED]	[REDACTED]	KNAE15LA0J6	[REDACTED]	[REDACTED]	6,900
Novi	, MI, [REDACTED]	Prod. Date: 05/10/2018	Dealer: MI031 Feldman KIA		

Kia Case Type Lvl1: Complaint

Kia Case Type Lvl3: Product Liability

Kia Case Type Lvl2: Quality

Kia Case Type Lvl4: Fire/Explosion

[REDACTED]

I am happy to review what you are requesting. Please send me the receipts for the rental vehicles and any receipts you may have for items that were in the car.

Best,

*** Email - External Email Received commitment created on 04/09/2019 08:07:59 (GMT-08:00) Pacific Time (US & Canada) with Commitment Date 04/16/2019 and created by Ryan Ristow ***

*** Email - External Email Received commitment fulfilled on 04/15/2019 14:43:44 (GMT-08:00) Pacific Time (US & Canada) with Commitment Date 04/16/2019 closed by Ryan Ristow ***

Ryan,

Attached are 3 receipts for car rentals that cover Feb 12 thru April 15, 2019. The rental cost will increase if the settlement agreement and receipt of funds goes past April 15th. As far as the misc items in the Stinger, I'm not going to spend a lot of time to locate the receipts. The items were purchased at various times and Kia Motors will have to assume that I'm not going to give false information to gain \$250. I have 4 kids between the ages of 19 and 12. My 3 daughters have new iPhone's and my son and I have Samsung phones. At any given time there are at least 4 charges in the car. New charges are \$40 each. The 2 chairs are always in the car because 2 of my kids play outdoor sports. I keep a pair of reading glasses in the car, as well as sunglasses. There were probably a lot more items in the car given that my 3 daughters drive.

[REDACTED] [REDACTED]

*** Email - External Email Sent created on 04/15/2019 15:00:13 (GMT-08:00) Pacific Time (US & Canada) and created by Ryan Ristow ***

Using Adobe e-sign, wrt sent the updated offer letter to the customer.

*** Email - External Email Received commitment created on 04/15/2019 15:01:05 (GMT-08:00) Pacific Time (US & Canada) with Commitment Date 04/22/2019 and created by Ryan Ristow ***

*** Email - External Email Received commitment fulfilled on 04/22/2019 09:12:56 (GMT-08:00) Pacific Time (US & Canada) with Commitment Date 04/22/2019 closed by Ryan Ristow ***

Hi [REDACTED]

I just wanted to write and follow up on the updated offer letter sent 4/15/19 for e-signature.

Best,

*** Email - External Email Received commitment created on 04/22/2019 09:13:26 (GMT-08:00) Pacific Time (US & Canada) with Commitment Date 04/24/2019 and created by Ryan Ristow ***

*** Email - External Email Received commitment fulfilled on 04/24/2019 08:56:01 (GMT-08:00) Pacific Time (US & Canada) with Commitment Date 04/24/2019 closed by Ryan Ristow ***

Ryan,

You did not a dress be letter that I had sent prior to my last one with the receipts attached. I mentioned the deduction for mileage then I didn't agree with and I'm not satisfied with the offer as it stands. If you can get KIA To address the mile deduction money that was taken out of the settlement amount, then I will sign it. This is a

Kia Motors America

Consumer Affairs Department

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<u>Last name</u>	<u>First name</u>	<u>VIN of</u>	<u>2018 STINGER</u>	<u>Case Number</u>	<u>Mileage</u>
[REDACTED]	[REDACTED]	KNAE15LA0	[REDACTED]	[REDACTED]	6,900
Novi	, MI, [REDACTED]	Prod. Date: 05/10/2018	Dealer: MI031 Feldman KIA		

Kia Case Type Lvl1: Complaint

Kia Case Type Lvl3: Product Liability

Kia Case Type Lvl2: Quality

Kia Case Type Lvl4: Fire/Explosion

completely reasonable request given the inconvenience that I have gone through. I'm willing to pursue getting a fair settlement through other means. Please let me know if Kia wants to go down that path.

*** Email - External Email Sent created on 04/24/2019 08:56:07 (GMT-08:00) Pacific Time (US & Canada) and created by Ryan Ristow ***

I will not be deducting the mileage fee for the vehicle repurchase.

Best,

*** Email - External Email Received commitment created on 04/24/2019 08:57:04 (GMT-08:00) Pacific Time (US & Canada) with Commitment Date 04/25/2019 and created by Ryan Ristow ***

*** Email - External Email Received commitment fulfilled on 04/25/2019 09:54:45 (GMT-08:00) Pacific Time (US & Canada) with Commitment Date 04/25/2019 closed by Ryan Ristow ***

Thanks Ryan. Will you be sending a new settlement agreement soon? For planning purposes, what's the lead time to get the settlement payment? I want to terminate the rental car and arrange for a car to drive. How will the car rental cost be handled? Can it be included in the settlement payment? I have the rental costs available through nex Monday.

Email sent to the customer:

I believe there is a misunderstanding. I meant to state that I will not be taking away the mileage fee from the repurchase offer. If you wish to proceed with the vehicle repurchase, the mileage fee will be deducted.

Best,

*** Email - External Email Received commitment created on 04/25/2019 09:54:52 (GMT-08:00) Pacific Time (US & Canada) with Commitment Date 04/29/2019 and created by Ryan Ristow ***

*** Email - External Email Received commitment fulfilled on 04/29/2019 14:04:12 (GMT-08:00) Pacific Time (US & Canada) with Commitment Date 04/29/2019 closed by Ryan Ristow ***

Ryan,

I'm not planning on signing this settlement agreement as it is currently written.

Please provide the names of the following: Vice President of Product Safety
Vice President of Product Quality
Vice President of Customer Relations
Vice President of Corporate Communications

[REDACTED] [REDACTED]

[REDACTED]

I am not able to provide the contact information for the people requested as they are not public contacts, however I

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Last name	First name	VIN of 2018 STINGER	Case Number	Mileage
[REDACTED]	[REDACTED]	KNAE15LA0J60 [REDACTED]	[REDACTED]	6,900
Novi	, MI, [REDACTED]	Prod. Date: 05/10/2018	Dealer: MI031	Feldman KIA

Kia Case Type Lvl1: Complaint

Kia Case Type Lvl3: Product Liability

Kia Case Type Lvl2: Quality

Kia Case Type Lvl4: Fire/Explosion

will submit a request for my supervisor to give you a call.

Best,

*** Email - External Email Sent created on 05/06/2019 10:12:55 (GMT-08:00) Pacific Time (US & Canada) and created by Ryan Ristow ***

I have reviewed with my supervisor and we will waive the mileage deduction. I will be sending a new offer letter for you to review.

Best,

*** Email - External Email Sent created on 05/06/2019 10:14:25 (GMT-08:00) Pacific Time (US & Canada) and created by Ryan Ristow ***

Wrt sent updated offer letter to customer using adobe e-sign.

*** Email - External Email Received commitment created on 05/06/2019 10:15:35 (GMT-08:00) Pacific Time (US & Canada) with Commitment Date 05/13/2019 and created by Ryan Ristow ***

*** Email - External Email Received commitment updated on 05/06/2019 11:32:15 (GMT-08:00) Pacific Time (US & Canada) with Commitment Date 05/13/2019 and updated by Ryan Ristow ***

Hi Ryan,

Thank you for the updated settlement offer. I was about to sign it, but I have a question regarding the "surrender date" and the payoff from Kia. The offer letter states that it could take 45 to 60 days for completion. I need this money to get another car, so when does the car rental coverage end? At the receipt of the payoff money by me? Please clarify.

[REDACTED]

[REDACTED]

The coverage for the rental car would end once the vehicle is paid off. The payoff money would go directly to your lien holder. However, payments that have already been made plus the \$250.00 would go directly to you.

Best,

Do my payments include deposits, trade in \$ and monthly payments? Kia Financial is the lean holder because the vehicle was a lease car. State Farm is my insurance company. Does State Farm then by the car from Kia Financial? Does the 45 to 60 days account for the timing to payoff Kia Financial?

Wrt contacted the customer:

1. The insurance would not be involved.
2. We would pay KMF directly and take possession of the car.

The customer replied:

1. okay, I will send the offer letter soon.

Kia Motors America

Consumer Affairs Department

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Last name	First name	VIN of	2018 STINGER	Case Number	Mileage
[REDACTED]	[REDACTED]	KNAE15LA0J60	[REDACTED]	[REDACTED]	6.900
Novi	, MI, [REDACTED]	Prod. Date:	05/10/2018	Dealer:	MI031 Feldman KIA

Kia Case Type Lvl1: Complaint

Kia Case Type Lvl3: Product Liability

Kia Case Type Lvl2: Quality

Kia Case Type Lvl4: Fire/Explosion

*** Email - External Email Received commitment fulfilled on 05/13/2019 10:01:36 (GMT-08:00) Pacific Time (US & Canada) with Commitment Date 05/13/2019 closed by Ryan Ristow ***

Hi Ryan,

I spoke with State Farm to let them know about the settlement agreement that I plan to sign. State Farm mentioned that there are expenses associated with this claim, like towing, storage, investigator, etc. I believe that the amount is around \$1400. Please contact this person at State Farm:

Angie Davis

Direct # 740-364-5733

State Farm claim # [REDACTED]

Please let me know when this is addressed and I'll sign the settlement agreement.

Rich

Wrt contacted the insurance:

1. Calling to see about releasing the vehicle to KMA.
2. We want to settle with the customer.
3. I am able to pay the advanced charges like the towing and lot fees.

The customer claimed we also had an investigator:

1. Would you pay that?

Wrt replied:

1. I am not sure if we would pay for your investigation.

The insurance replied;

1. I will review with my manager and see if that is okay.

Wrt replied:

1. okay, let me know if you can approve this.
2. What is the lot #?

the insurance replied:

1. I will.
2. The lot # is [REDACTED].

*** Email - External Email Received commitment created on 05/13/2019 10:02:06 (GMT-08:00) Pacific Time (US & Canada) with Commitment Date 05/16/2019 and created by Ryan Ristow ***

*** Email - External Email Received commitment fulfilled on 05/16/2019 09:08:49 (GMT-08:00) Pacific Time (US & Canada) with Commitment Date 05/16/2019 closed by Ryan Ristow ***

Ryan,

OK to move forward with handling and settlement with our insured [REDACTED] claim # [REDACTED]

I have released the hold at Copart and authorized Kia to pick up vehicle with the assumption Kia will pay all charges at Copart.

State Farm is not requesting repayment of our fire investigation.

Any questions please let me know.

Angie Davis, m1cx

Kia Motors America

Consumer Affairs Department

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<u>Last name</u>	<u>First name</u>	<u>VIN of</u>	<u>2018 STINGER</u>	<u>Case Number</u>	<u>Mileage</u>
[REDACTED]	[REDACTED]	KNAE15LA0J60	[REDACTED]	[REDACTED]	6,900
Novi	, MI, [REDACTED]	Prod. Date: 05/10/2018	Dealer: MI031 Feldman KIA		

Kia Case Type Lvl1: Complaint

Kia Case Type Lvl3: Product Liability

Kia Case Type Lvl2: Quality

Kia Case Type Lvl4: Fire/Explosion

Property Claims Specialist

Demand Pool E - Newark Operations Center

☐ Phone: (740) 364-5733

☐ E-mail: angie.davis.m1cx@statefarm.com

re3markable™

Every Customer | Every Interaction | Every Day

*** Email - External Email Received created on 05/16/2019 09:09:11 (GMT-08:00) Pacific Time (US & Canada) and created by Ryan Ristow ***
Signed offer letter received.

*** Email - External Email Sent created on 05/16/2019 09:13:59 (GMT-08:00) Pacific Time (US & Canada) and created by Ryan Ristow ***
[REDACTED]

Thanks for sending in the signed offer letter. Can you please send in a copy of the vehicle registration and fill out the attached form? As I will need both to complete the check processing?

Best,

*** Email - External Email Received commitment created on 05/16/2019 09:14:31 (GMT-08:00) Pacific Time (US & Canada) with Commitment Date 05/20/2019 and created by Ryan Ristow ***

*** Email - External Email Received commitment updated on 05/20/2019 09:45:03 (GMT-08:00) Pacific Time (US & Canada) with Commitment Date 05/23/2019 and updated by Ryan Ristow ***

Hi Ryan,

Attached is the completed form. The registration was in the car and I will have to get a copy from the motor vehicle site.

[REDACTED]
Okay, please send the registration as soon as you have it, as it is necessary to complete the check processing.

Best,

Wrt requested lease payoff from KMF.

*** Email - External Email Received commitment created on 05/16/2019 09:14:14 (GMT-08:00) Pacific Time (US & Canada) with Commitment Date 05/29/2019 and created by Ryan Ristow ***

Email sent to customer:

Hi [REDACTED]

I just wanted to follow up on the status of the registration.

Best,

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<u>Last name</u>	<u>First name</u>	<u>VIN of</u>	<u>2018 STINGER</u>	<u>Case Number</u>	<u>Mileage</u>
[REDACTED]	[REDACTED]	KNAE15LA0J6	[REDACTED]	[REDACTED]	6,900
Novi	, MI, [REDACTED]	Prod. Date: 05/10/2018	Dealer: MI031 Feldman KIA		

Kia Case Type Lvl1: Complaint

Kia Case Type Lvl3: Product Liability

Kia Case Type Lvl2: Quality

Kia Case Type Lvl4: Fire/Explosion

*** Email - External Email Received commitment created on 05/16/2019 09:14:14 (GMT-08:00) Pacific Time (US & Canada) with Commitment Date 05/31/2019 and created by Ryan Ristow ***

*** Email - External Email Received commitment updated on 05/30/2019 15:08:19 (GMT-08:00) Pacific Time (US & Canada) with Commitment Date 06/05/2019 and updated by Ryan Ristow ***
Email received 5/23/19:

Hi Ryan,

I've been in NY since Sunday. I need to go the vehicle registration office. I'm returning to Michigan tomorrow night and need to go there on Monday.

Hi [REDACTED]

I just wanted to follow up on the below.

Best,

*** Email - External Email Received commitment fulfilled on 06/05/2019 09:22:17 (GMT-08:00) Pacific Time (US & Canada) with Commitment Date 06/05/2019 closed by Ryan Ristow ***
Hi Ryan,

I finally got to the vehicle registration office. I had many issues come up that consumed a lot of my time. Sorry for the delay. Attached is the Stinger registration. How do I submit the rental car expenses?

[REDACTED]

*** Email - External Email Sent created on 06/05/2019 09:50:53 (GMT-08:00) Pacific Time (US & Canada) and created by Ryan Ristow ***

Thanks for sending this in. I will submit for the checks ASAP. In regards to reimbursement for the rental vehicle, please submit the receipts and I will be able to submit for your reimbursement.

Secondly, do you authorize KMA to pick the vehicle up and transport it now. We want to begin our investigation into the vehicle.

Best,

*** Email - External Email Received commitment created on 06/05/2019 09:51:28 (GMT-08:00) Pacific Time (US & Canada) with Commitment Date 06/07/2019 and created by Ryan Ristow ***

*** Others - Others created on 06/05/2019 10:23:57 (GMT-08:00) Pacific Time (US & Canada) and created by Ryan Ristow ***
VRS 113476 submitted.

*** Others - Others commitment created on 06/05/2019 10:27:07 (GMT-08:00) Pacific Time (US & Canada) with Commitment Date 06/12/2019 and created by Ryan Ristow ***

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<u>Last name</u>	<u>First name</u>	<u>VIN of</u>	<u>2018 STINGER</u>	<u>Case Number</u>	<u>Mileage</u>
[REDACTED]	[REDACTED]	KNAE15LA0J6	[REDACTED]	[REDACTED]	6,900
Novi	, MI, [REDACTED]	Prod. Date: 05/10/2018	Dealer: MI031 Feldman KIA		

Kia Case Type Lvl1: Complaint

Kia Case Type Lvl3: Product Liability

Kia Case Type Lvl2: Quality

Kia Case Type Lvl4: Fire/Explosion

*** 06/05/2019 10:27:22 (GMT-08:00) Pacific Time (US & Canada) ***

Case moved into WIPBin 1. Intro Calls and Sub Status of Assigned

*** Email - External Email Received commitment created on 06/05/2019 09:51:09 (GMT-08:00) Pacific Time (US & Canada) with Commitment Date 06/10/2019 and created by Ryan Ristow ***

Pending customer contact

*** Email - External Email Sent created on 06/10/2019 09:44:56 (GMT-08:00) Pacific Time (US & Canada) and created by Ryan Ristow ***

Hi [REDACTED]

I just wanted to follow up and see if you are okay with us picking the vehicle up now.

Best,

*** Email - External Email Received commitment updated on 06/10/2019 09:46:14 (GMT-08:00) Pacific Time (US & Canada) with Commitment Date 06/13/2019 and updated by Ryan Ristow ***

Pending customer contact

*** Others - Others commitment updated on 06/10/2019 09:46:25 (GMT-08:00) Pacific Time (US & Canada) with Commitment Date 06/19/2019 and updated by Ryan Ristow ***

Pending check

*** Email - External Email Received commitment fulfilled on 06/12/2019 13:22:15 (GMT-08:00) Pacific Time (US & Canada) with Commitment Date 06/13/2019 closed by Ryan Ristow ***

Customer confirmed that NCA can pick up the car.

*** Others - Others commitment fulfilled on 06/12/2019 13:22:27 (GMT-08:00) Pacific Time (US & Canada) with Commitment Date 06/19/2019 closed by Ryan Ristow ***

Checks received and sent to Morley.

*** Phone - Call - Outbound created on 06/12/2019 13:29:37 (GMT-08:00) Pacific Time (US & Canada) and created by Ryan Ristow ***

Wrt contacted the customer and advised that the checks were being sent to Morley.

*** 06/12/2019 14:17:45 (GMT-08:00) Pacific Time (US & Canada) ***

Case moved into WIPBin 9. Pending Check and Sub Status of Assigned

*** Phone - Call - Outbound created on 06/13/2019 10:34:20 (GMT-08:00) Pacific Time (US & Canada) and created by Ryan Ristow ***

Wrt contacted Copart and requested invoice to submit check.

*** Email - External Email Received commitment created on 06/13/2019 10:35:00 (GMT-08:00) Pacific Time (US & Canada) with Commitment Date 06/14/2019 and created by Ryan Ristow ***

*** Email - External Email Received commitment fulfilled on 06/14/2019 14:01:08 (GMT-08:00) Pacific Time (US & Canada) with Commitment Date 06/14/2019 closed by Ryan Ristow ***

Invoice attached.

*** Others - Others created on 06/17/2019 16:28:57 (GMT-08:00) Pacific Time (US & Canada) and created by Ryan Ristow ***

Kia Motors America

Consumer Affairs Department

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<u>Last name</u>	<u>First name</u>	<u>VIN of</u> 2018 STINGER	<u>Case Number</u>	<u>Mileage</u>
██████████	██████████	KNAE15LA0J6 ██████████	██████████	6.900
Novi	, MI, ██████████	Prod. Date: 05/10/2018	Dealer: MI031	Feldman KIA

Kia Case Type Lvl1: Complaint

Kia Case Type Lvl3: Product Liability

Kia Case Type Lvl2: Quality

Kia Case Type Lvl4: Fire/Explosion

Wrt submitted supplemental check request.

*** Others - Others commitment created on 06/17/2019 16:29:38 (GMT-08:00) Pacific Time (US & Canada) with Commitment Date 06/19/2019 and created by Ryan Ristow ***

*** Others - Others commitment created on 06/17/2019 16:29:18 (GMT-08:00) Pacific Time (US & Canada) with Commitment Date 06/20/2019 and created by Ryan Ristow ***

*** Others - Others commitment created on 06/17/2019 16:29:18 (GMT-08:00) Pacific Time (US & Canada) with Commitment Date 06/24/2019 and created by Ryan Ristow ***
Pending check

*** 06/20/2019 14:29:20 (GMT-08:00) Pacific Time (US & Canada) ***
Case moved into WIPBin 3. Pending Customer Photos/Docs/Reports and Sub Status of Assigned

*** Others - Others commitment fulfilled on 06/20/2019 16:00:15 (GMT-08:00) Pacific Time (US & Canada) with Commitment Date 06/24/2019 closed by Ryan Ristow ***
Check received.

*** Phone - Call - Outbound commitment created on 06/20/2019 16:00:38 (GMT-08:00) Pacific Time (US & Canada) with Commitment Date 06/21/2019 and created by Ryan Ristow ***

PE19-004
KIA
6/28/2019
DEFECT A
CA FILES
STINGER

















Authorization To Release Loan/Lease Information

I hereby authorize my lienholder (lender), to release to Kia Motors America, Inc., or its representative, any requested information regarding my vehicle loan/lease including, but not limited to, the loan/lease payoff, interest information and the payment history.

Customer's Name: _____

Lender's Name: Kia Motors Finance

Lender's Phone #: 866-331-5632

Account #: _____

Last 4 of SSN: _____

Birth Date: _____

Date: 05/17/2019 Customer's Signature:



Return to: Ryan Ristow
Fax #: 949-299-3229
Email: RRistow@kiausa.com



Finance

Motor Vehicle Lease Agreement

DEAL # 21091

CUST # [REDACTED]

Lease Date: 08/11/2018

STOCK # [REDACTED]
Call us toll-free at (866) 331-5632

1. PARTIES AND VEHICLE DESCRIPTIONS

LESSEE:

Lessee:

Billing Address:

Address

NOVI

MI

City

State

Zip

CO-LESSEE:

Co-Lessee:

N/A

Billing Address: ☐ Check box if same as Lessee

N/A

Address

N/A

N/A

N/A

City

State

Zip

LEASED VEHICLE:

☒ New ☐ Used

2018

KIA

STINGER

Year

Make

Model

14

KNAE15LA0J6

Odometer

VIN

☐ If checked, the Vehicle's primary intended use is for a Business, Commercial or Agricultural purpose.

LESSOR (Dealer):

Dealer:

FELDMAN KIA

Address:

42235 GRAND RIVER AVE

Street Address

NOVI

MI

48375

City

State

Zip

GARAGING ADDRESS:

☒ Check box if same as Lessee's Billing Address☒ Check box if same as Co-Lessee's Billing Address

N/A

(Street Address - No P.O. Boxes)

N/A

N/A

N/A

City

State

Zip

DESCRIPTION OF TRADE-IN VEHICLE

2001

JEEP

WRANGLER

Year

Make

Model

Gross Agreed Upon Trade-in Allowance\$ 3000.00

Outstanding Prior Credit or Lease Balance

(To Be Paid by Dealer/Lessor)\$ N/A

Net Trade-in Allowance (if less than 0, then enter 0).....\$ 3000.00

Lessee and Co-Lessee ("you," "your" and together the "Lessee") each agree to lease the Leased Vehicle described above, including all equipment, parts and accessories (the "Vehicle") from Lessor ("we," "us" and "our") according to the terms and conditions of this Motor Vehicle Lease Agreement ("Lease"). Each of you who executes this Lease will be individually liable to us for all Lease obligations and for the entire amount owing under this Lease. After you sign this Lease, we will assign it to Hyundai Lease Filing Trust ("HLTT") and the terms "Assignee," "we," "us" and "our" will refer to HLTT and its agents or to any subsequent assignee.

FEDERAL CONSUMER LEASING ACT DISCLOSURES

2. AMOUNT DUE AT LEASE SIGNING OR DELIVERY (Itemized below)*

\$ 11535.25

3. MONTHLY PAYMENTS

A. Your first Monthly Payment of \$ 350.00

is due on 08/11/2018 followed by 35

payments of \$ 350.00 due on the 10th

of each month, beginning on 09/10/18

B. The Total of your Monthly Payments is

\$ 12600.00

4. OTHER CHARGES

(Not part of your Monthly Payment)

A. Turn-in Fee (if you do not

purchase the Vehicle).....\$ 400.00

B. N/A\$ N/A

C. Total.....\$ 400.00

5. TOTAL OF PAYMENTS

(The amount you will have paid by the end of the Lease)

\$ 24185.25

6. ITEMIZATION OF AMOUNT DUE AT LEASE SIGNING OR DELIVERY

A. Amount Due at Lease Signing or Delivery:

(1) Capitalized Cost Reduction.....\$ 10429.48

(2) Sales/Use Tax on Capitalized Cost Reduction.....\$ 625.77

(3) First Monthly Payment.....\$ 350.00

(4) Refundable Security Deposit.....\$ N/A

(5) Acquisition Fee.....\$ N/A

(6) Initial License, Title and Registration Fees.....\$ 130.00

(7) Sales/Use Tax.....\$ N/A

(8) N/A.....\$ N/A

(9) N/A.....\$ N/A

(10) N/A.....\$ N/A

(11) TOTAL.....\$ 11535.25

B. How the Amount Due at Lease Signing or Delivery will Be Paid:

(1) Net Trade-in Allowance.....\$ 3000.00

(2) Rebates and Noncash Credits.....\$ 6400.00

(3) Amount to Be Paid in Cash.....\$ 2135.25

(4) N/A.....\$ N/A

(5) TOTAL.....\$ 11535.25

66415*1*KIA-FI

08/11/2018 02:59 pm

A. Gross Capitalized Cost. The agreed upon value of the Vehicle (\$ 35449.00) and any items you pay over the Lease Term (such as service contracts, insurance, and any outstanding prior credit or lease balances) \$ 36333.00

B. Capitalized Cost Reduction. The amount of any Net Trade-In Allowance, Rebate, Non-cash Credit, or Cash you pay that reduces the Gross Capitalized Cost \$ 10429.48

C. Adjusted Capitalized Cost. The amount used in calculating your Base Monthly Payment \$ 25903.52

D. Residual Value. The value of the Vehicle at the end of the Lease used in calculating your Base Monthly Payment \$ 17637.50

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 \$ 8286.02

F. Rent Charge. The amount charged in addition to the Depreciation and any Amortized Amounts \$ 3620.82

G. Total of Base Monthly Payments. The Depreciation and any Amortized Amounts plus the Rent Charge \$ 11886.84

H. Lease Payments. The number of payments in your Lease 36

I. Base Monthly Payment \$ 330.19

J. Monthly Sales/Use Tax \$ 19.81

K. Other (specify): N/A \$ N/A

L. Total Monthly Payment \$ 350.00

EARLY TERMINATION. You may have to pay a substantial charge if you 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 you end the Lease, the greater this charge is likely to be.]

You may be charged for excess wear based on our standards for normal use and for mileage in excess of 10000 miles per year (prorated based on the number of months in the Lease Term) at the rate of 20¢ per mile. No rebate or credit will be paid to you if the mileage is less than the specified amount.

☐ If this box is checked, you have purchased an additional N/A miles per year (prorated based on the number of months in the Lease Term), at 15¢ per mile, which is included in your Monthly Payment. No rebate or credit will be paid to you if the end of term mileage is less than the specified amount.

You have an option to purchase the Vehicle from us at the scheduled end of the Lease Term, **AS IS, WHERE IS, from us or a party we designate,** (See Section 23) for the Residual Value on line 2D above ("Purchase Price") plus a Purchase Option Fee of \$ 300.00. You are also responsible for any official fees, such as those for taxes, tags, license and registration. Please see Section 23 of this Lease for additional terms and conditions.

See the entirety of this Lease (8 pages total) for additional information on early termination, purchase options, maintenance responsibilities, warranties, late and default charges, insurance, and any security interest, if applicable.

Notice: If you do not meet your Lease obligations, you may lose the Vehicle.
AK, OR and SD Notice: If this Lease is for a consumer purpose, then this Lease is CONSUMER PAPER.

A. Agreed Upon Value of Vehicle.....	\$ <u>35449.00</u>
B. Sales/Use Tax.....	\$ <u>N/A</u>
C. License, Title and Registration Fees.....	\$ <u>N/A</u>
D. Outstanding Prior Credit or Lease Balance.....	\$ <u>N/A</u>
E. Dealer Documentation/Service Fee**.....	\$ <u>210.00</u>
F. <u>N/A</u>	\$ <u>N/A</u>
G. <u>N/A</u>	\$ <u>N/A</u>
H. <u>DM</u>	\$ <u>24.00</u>
I. <u>N/A</u>	\$ <u>N/A</u>
J. <u>N/A</u>	\$ <u>N/A</u>
K. Acquisition Fee.....	\$ <u>650.00</u>
L. Total = Gross Capitalized Cost.....	\$ <u>36333.00</u>

The Lease Term is 36 months ("Lease Term"),
The Scheduled Maturity Date: 08/10/2021.

[This area intentionally left blank.]

**** NOTICE TO MISSISSIPPI LESSEES: A DOCUMENT/SERVICE FEE IS NOT AN OFFICIAL FEE AND IS NOT REQUIRED BY LAW. HOWEVER, IT MAY BE CHARGED TO A BUYER/LESSEE FOR THE PREPARATION, HANDLING AND PROCESSING OF DOCUMENTS AND THE PERFORMING OF SERVICES RELATED TO THE SALE OR LEASE OF A MOTOR VEHICLE AND MAY INCLUDE DEALER PROFIT. THIS NOTICE IS REQUIRED BY REGULATION OF THE MISSISSIPPI MOTOR VEHICLE COMMISSION.**

13. OPTIONAL INSURANCE AND OTHER PRODUCTS**21091**

You do not have to purchase any optional protection products or services listed below to enter into this Lease, and they are not a factor in our credit decision to lease the Vehicle to you. If you have initialed below, it means you want the described product/service and have reviewed the separate contract for the product/service(s) which describes its terms and conditions. Coverage under any of the product(s)/service(s) you have purchased itemized below may be subject to approval by the provider of such product(s)/service(s). If the price of any products and/or services (whether defined below or otherwise) you purchased at the time of entering into this Lease is not set forth in the Itemization of Gross Capitalized Cost section on Page 2, you will pay for them upon Lease signing or delivery. We may receive a portion of the price of any optional products or services you buy.

☐ Other: <u>N/A</u> Premium/Price: \$ <u>N/A</u> Product Description	☐ Other: <u>N/A</u> Premium/Price: \$ <u>N/A</u> Product Description
<u>N/A</u> <u>N/A</u> <u>N/A</u> / <u>N/A</u> Provider Term (in Months or Years) Lessee Co-Lessee Initials	<u>N/A</u> <u>N/A</u> <u>N/A</u> / <u>N/A</u> Provider Term (in Months or Years) Lessee Co-Lessee Initials
☐ Other: <u>N/A</u> Premium/Price: \$ <u>N/A</u> Product Description	☐ Other: <u>N/A</u> Premium/Price: \$ <u>N/A</u> Product Description
<u>N/A</u> <u>N/A</u> <u>N/A</u> / <u>N/A</u> Provider Term (in Months or Years) Lessee Co-Lessee Initials	<u>N/A</u> <u>N/A</u> <u>N/A</u> / <u>N/A</u> Provider Term (in Months or Years) Lessee Co-Lessee Initials
☐ Other: <u>N/A</u> Premium/Price: \$ <u>N/A</u> Product Description	☐ Other: <u>N/A</u> Premium/Price: \$ <u>N/A</u> Product Description
<u>N/A</u> <u>N/A</u> <u>N/A</u> / <u>N/A</u> Provider Term (in Months or Years) Lessee Co-Lessee Initials	<u>N/A</u> <u>N/A</u> <u>N/A</u> / <u>N/A</u> Provider Term (in Months or Years) Lessee Co-Lessee Initials
☐ Other: <u>N/A</u> Premium/Price: \$ <u>N/A</u> Product Description	☐ Other: <u>N/A</u> Premium/Price: \$ <u>N/A</u> Product Description
<u>N/A</u> <u>N/A</u> <u>N/A</u> / <u>N/A</u> Provider Term (in Months or Years) Lessee Co-Lessee Initials	<u>N/A</u> <u>N/A</u> <u>N/A</u> / <u>N/A</u> Provider Term (in Months or Years) Lessee Co-Lessee Initials

14. ESTIMATED OFFICIAL FEES AND TAXES

The total estimated amount you will pay for official and license fees, registration, title and taxes (including personal property taxes) over the Lease Term, whether included with your Monthly Payment or assessed otherwise, is \$ 1722.93. The actual total of fees and taxes may be higher or lower than this estimate depending on the tax rates in effect or the value of the Vehicle at the time a fee or tax is assessed.

15. 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.

LESSOR LEASES THE VEHICLE TO YOU "AS IS," EXCEPT AS PROVIDED IN THIS LEASE (AND UNLESS PROHIBITED BY LAW), WE MAKE 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 WE MAKE NO OTHER REPRESENTATIONS OR WARRANTIES WHATSOEVER. If this Lease is entered into in Kansas, Maine, Massachusetts, Mississippi, Vermont (if the Vehicle is new) or West Virginia, Lessor does not disclaim any implied warranty of merchantability or fitness for any particular purpose.

16. INSURANCE VERIFICATION

You must maintain the insurance coverage described in Section 20A of this Lease. You affirm that the following insurance coverage is in force as of the Lease Date:

Insurance Provider: <u>N/A</u>	Agent's Name: <u>N/A</u>
Policy Number: <u>N/A</u>	Agent's Address: <u>N/A</u>
Effective Date: _____	Agent's Phone Number: <u>N/A</u>
Expiration Date: _____	Initials of Dealer Employee who verified insurance coverage X <u>JA</u>

You must instruct your insurance agent to add as an additional loss payee, and send the Insurance Policy, Endorsement or Certificate to:

Hyundai Lease Titling Trust
PO Box 20809
Fountain Valley, CA 92728-0809

NOTICE TO MICHIGAN LESSEES: The Adjusted Lease Balance upon early termination (see Section 22) may be different than the actual cash value of the Vehicle as determined by your automobile insurer. Unless we agree to waive your liability upon a Total Loss of the Vehicle (see Section 25B), then you will be responsible for the difference between the Adjusted Lease Balance and the Vehicle's actual cash value as determined by the insurer.

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

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NOTICE TO FLORIDA LESSEES: The valid and collectible liability insurance and personal injury protection insurance of any authorized rental or leasing driver is primary for the limits of liability and personal injury protection coverage required by Sections 324.021(7) and 627.736, Florida Statutes.

Any change to this Lease must be in a writing signed by us and you, except that (a) we may agree to requests for extensions, deferrals and due date changes (if offered by us) by phone and confirmed by us in writing, unless the law requires a signed written agreement, and (b) we may, in our sole discretion, modify any term(s) of this Lease without your signature upon written notice to you of the modified term(s), if the modified term(s) are at least as favorable to you as the existing terms of this Lease. Your failure to object within 10 days after we send you a modification notice shall be deemed your consent to the modified term(s). No other oral changes are binding.

Lessee Signature

Co-Lessee Signature X N/A

18. NOTICES AND SIGNATURES

BY SIGNING BELOW, YOU AGREE THAT KIA MOTORS FINANCE MAY OBTAIN ONE OR MORE CREDIT REPORTS OR OTHER CONSUMER REPORTS ABOUT YOU FOR USE IN CONNECTION WITH ATTEMPTING TO COLLECT AMOUNTS OWED UNDER THIS LEASE, ENFORCING THIS LEASE OR SELECTING YOU TO RECEIVE MARKETING SOLICITATIONS FOR FUTURE RETAIL FINANCING OR LEASE PROGRAMS.

NOTICE TO LESSEE: (1) DO NOT SIGN THIS LEASE BEFORE YOU READ IT. (2) YOU ARE ENTITLED TO A COPY OF THIS LEASE.

THIS IS A LEASE AGREEMENT. THIS IS NOT A PURCHASE AGREEMENT. PLEASE REVIEW THESE MATTERS CAREFULLY AND SEEK INDEPENDENT PROFESSIONAL ADVICE IF YOU HAVE ANY QUESTIONS CONCERNING THIS TRANSACTION. YOU ARE ENTITLED TO AN EXACT COPY OF THE AGREEMENT YOU SIGN.

BY SIGNING BELOW, YOU ACKNOWLEDGE THAT: (1) YOU HAVE READ THE ENTIRE LEASE; (2) YOU AGREE TO ALL OF THE PROVISIONS OF THIS LEASE; (3) YOU HAVE RECEIVED A COMPLETELY FILLED-IN COPY OF THIS LEASE; AND (4) THIS IS A LEASE AND YOU HAVE NO OWNERSHIP RIGHTS IN THE VEHICLE UNLESS AND UNTIL YOU EXPLICITLY STATE OTHERWISE SET FORTH IN THIS LEASE.

A. INDIVIDUAL LESSEE

Lessee Signature: X

Name:

Co-Lessee Signature: X

Name: N/A

B. BUSINESS LESSEE SIGNATURE

Signature: X

N/A

Name: N/A

Title: N/A

C. LESSOR SIGNATURE AND ASSIGNMENT. The authorized signature of the Lessor below has the effect of: (1) accepting the terms and conditions of this Lease; (2) acknowledging verification of the Lessee's insurance coverage required by this Lease; and (3) assigning to Hyundai Lease Tilling Trust, P.O. Box 20829, Fountain Valley, CA 92728-0829 or its successors and assigns 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 Dealer Lease Sales Agreement between Hyundai Capital America and the Lessor.

Authorized Signature: X

Name:

John Hly

Title: MANAGER

AutoPay Authorization

I authorize Hyundai Capital America dba Kia Motors Finance ("KMF") to initiate monthly Automated Clearing House (ACH) debit entries (and, if necessary, other debit or credit entries to correct errors) to the deposit account listed below (the "Account") on the payment due date specified in my motor vehicle lease (the "Lease"), each in the amount of the monthly payment specified in the Lease plus any applicable sales, use, rental or other taxes and any other charges due under the Lease and reflected on the most recent monthly statement. I agree that I will remain responsible for arranging payments due under the Lease until KMF confirms that it has initiated AutoPay, which may take up to two billing cycles. This authorization shall remain in effect, and KMF will continue to charge my Account, until I revoke my authorization by calling KMF's Customer Service Department at (866) 331-6632 at least 3 business days prior to the next scheduled payment due date to avoid further charges. I understand that when I revoke this authorization I will be responsible for arranging alternative payment to KMF and agree to pay KMF any late charges due under the Lease as well as any returned check, processing or insufficient funds fees as set forth in the Lease. Except to the extent imposed by applicable law, KMF shall have no liability to me with respect to a debit against the Account which is drawn in an incorrect amount or drawn after I have revoked authorization for AutoPay, other than the responsibility to correct any error. I represent to KMF that I am the holder of the Account or am authorized to make payments from the Account. I acknowledge that I received a copy of this authorization for my records.

N/A

Bank Name

N/A

Name of Account Holder 1

N/A

Date

N/A

Name of Account Holder 2

N/A

Date

N/A

Bank Account Number

N/A

Bank Routing Number (9-digits)

N/A

Signature of Account Holder 1

N/A

Signature of Account Holder 2

N/A

Account Type (Checking, Savings or Money Market)

N/A

Account Holder Email Address

☐ Attached is a copy of a cancelled check

By signing this Lease, you agree that you have read all 8 pages of this entire Lease. See additional pages for additional lease terms.

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Lessee Initials X

Co-Lessee Initials X

N/A

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19. LATE CHARGES, FEES AND SECURITY DEPOSIT

- A. RETURNED INSTRUMENT CHARGE.** You will pay us a returned instrument charge of \$15 for any check, instrument or electronic payment that is returned unpaid for any reason, except as limited by applicable law.
- B. LATE CHARGE.** To the extent permitted by applicable law, you will pay us a late charge of the lesser of \$20 or 5% of the unpaid portion of any Monthly Payment that is not received within 10 days after it is due, except in Colorado, Kansas, Louisiana and Maine. Colorado: If this Lease is entered into in Colorado, we have the right to assess a late charge of the lesser of \$15 or 5% of the unpaid portion of any Monthly Payment that is not received within 10 days after it is due. Kansas and Louisiana: If this Lease is entered into in Kansas or Louisiana, we have the right to assess a late charge of the lesser of \$20 or 5% of the unpaid portion of any Monthly Payment that is not received within 10 days after it is due. Maine: If this Lease is entered into in Maine, we have the right to assess a late charge of the lesser of \$10 or 5% of the unpaid portion of any Monthly Payment that is not received within 15 days after it is due.
- C. ADMINISTRATIVE FEE.** If you do not pay any government-imposed fine, registration or other fee, storage, towing, penalty, toll, parking ticket or tax related to the Vehicle and we pay it on your behalf, you will reimburse us for the amount paid plus we may charge you and add to the amount you owe under this Lease a \$20 administrative fee per incident, except as limited by applicable law.
- D. FEES FOR ADDITIONAL SERVICES.** Unless prohibited by applicable law, we may charge you and add to the amount you owe under this Lease a fee for any additional services you request from us relating to this Lease that are outside the ordinary servicing of this Lease. The fee will be in an amount agreed to by phone or in writing at the time you request the service, as may be limited by applicable law. For example, a convenience or other fee will apply to any expedited payment service, such as payments made by telephone, the Internet, text messaging, or by credit or debit card; we may receive all or a portion of the fee collected by a money transfer agent or other party we have contracted with to process the payment, except where prohibited by applicable law.
- E. SECURITY DEPOSIT.** We may apply some or all of the security deposit to any amounts you owe under this Lease. If you purchase the Vehicle, we may credit the security deposit towards the Purchase Price. After this Lease is terminated, we will return any unused security deposit to the Lessee whose name appears first under Section 1 of this Lease, as required by law. We do not keep the security deposit in a separate bank or set aside on our books, unless required by law. You are not entitled to any interest, increase, or profit on the security deposit.

20. VEHICLE INSURANCE

- A. INSURANCE REQUIREMENTS.** You must maintain primary insurance coverage in your name in the amount and types indicated below, at your expense, during the Lease Term and until the Vehicle is returned to us.
- (1) Requirements of minimum insurance coverage is based on the state where the Vehicle is primarily garaged:
- If the Vehicle is primarily garaged in CT, KY, NJ, or RI, the minimum insurance coverage requirements are: liability insurance with limits of not less than \$100,000 per person for bodily injury, \$300,000 per accident for bodily injury and \$50,000 per accident for property damage, or \$300,000 combined single limit;
 - If the Vehicle is primarily garaged in any other state (excluding CT, KY, NJ, or RI), the minimum insurance coverage requirements are: liability insurance with limits not less than the garaging state required minimum per person for bodily injury, garaging state required minimum per accident for bodily injury and state required minimum per accident for property damage, or state required minimums combined single limit. Provided, however, that if the garaging state does not require any of the above insurance coverage, the requirements of paragraph 20A1a will apply.
- (2) All States require collision insurance with a deductible no higher than \$1,000;
- (3) All States require comprehensive fire and theft insurance with a deductible no higher than \$1,000; and
- (4) All States require uninsured motorist coverage as required by law in the state where the Vehicle is registered.

You may obtain the insurance from any licensed insurer reasonably acceptable to us. Assignee must be shown as additional insured and loss payee. The policy must require the insurance company to notify us at least 10 days before any non-renewal, cancellation, reduction or other material coverage change. You must provide us with a copy of your insurance policy within 30 days after the Lease Date and thereafter upon request. Failure to maintain the required insurance is a Default under this Lease.

- B. LESSOR'S PURCHASE OF INSURANCE.** If you fail to maintain the required insurance, we may, at our option, purchase the insurance. We may add the amount we pay for this insurance to the amounts you owe under this Lease or require that you pay it immediately. If we buy this insurance, it may cover your interest and our interest, or it may cover only our interest, unless the law requires us to buy insurance that also protects your interests.

- C. NOTIFICATION OF LOSS; SETTLEMENT OF CLAIMS.** You will notify us and your insurance company within 24 hours after any damage, loss, theft, seizure, or impoundment of the Vehicle. We are entitled to all insurance proceeds for physical damage to or loss of the Vehicle, even if the amount of the proceeds exceeds the Adjusted Lease Balance or other amounts you owe under this Lease. You authorize us, on your behalf, to receive and endorse your name on checks, drafts or other instruments received from your insurance company, and settle or release any claim under the insurance related to our ownership of the Vehicle. You also assign to us any other insurance proceeds related to this Lease or our interest in the Vehicle.

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

21. VEHICLE CONDITION MAINTENANCE, USE AND TAXES

- A. VEHICLE CONDITION.** You have inspected the Vehicle and agree that at Lease signing: (i) the Vehicle is in good condition in both operation and appearance, and (ii) it is equipped with all requested features and options.
- B. VEHICLE MAINTENANCE AND OPERATING COSTS.** You are responsible for maintaining, servicing and repairing the Vehicle, at your cost, according to the owner's manual maintenance schedule and to ensure that the warranty, if any, remains valid. You will use original equipment manufacturer's parts or those of equal value in the maintenance and service of the Vehicle. You agree to comply with all manufacturer recall notices. We are not obligated to provide you with a replacement vehicle for any reason. You must maintain and keep in the Vehicle a record of all maintenance performed on the Vehicle. You must make the maintenance record available to us at any time and provide it to us at the end of the Lease. You agree to pay all operating costs, including, but not limited to, gasoline, oil, antifreeze, parking fees, towing and replacement tires. You are liable for the payment of all tolls and any fines for toll evasion.
- C. VEHICLE INSPECTION AND USE.** We may inspect the Vehicle at any reasonable time and place. You will not allow any liens or claims to be placed or made against the Vehicle. You are responsible for the risk of loss, damage, or destruction of the Vehicle during the Lease Term and until you return the Vehicle to us. You will not: (1) use the Vehicle for any unlawful or improper purpose or to commit any illegal act; (2) change or install equipment without our prior written consent or that renders the Vehicle unsafe or unlawful to operate, but if you add equipment to the Vehicle, it will become our property and you will pay us the cost of removing it at the end of this Lease; (3) use the Vehicle in any way prohibited by any applicable insurance policy or manufacturer's warranty or in a manner that causes abnormal depreciation; (4) allow unlicensed drivers to drive the Vehicle; (5) remove the Vehicle for more than 30 consecutive days from the state where you reside without our prior written permission (for purposes of this Section 21C, the state where you reside is the state where the Vehicle was originally titled on the Lease Date or, if applicable, the most recent state where we permitted you to title the Vehicle); (6) remove the Vehicle from the United States for any period of time without our prior written permission; or (7) transport passengers or goods for hire or use the Vehicle as a rental, taxi, limousine or shuttle service, without our prior written permission. You will also not let anyone else do any of these things.
- D. LICENSE, TITLING, REGISTRATION AND TAXES.**
- Lessee Responsibilities.** You agree to license, title and register the Vehicle in the state in which it is garaged/parked. If you move or change the Vehicle garaging/ parking address, you will notify us immediately and pay for all resulting taxes and title, registration, or other fees. You also agree to provide us promptly upon request with the Vehicle's current license plate number, date and state of registration, and any other information about the Vehicle we may reasonably request. If you fail to provide us with that information and we need to obtain it from another source, such as the state motor vehicles department, you will reimburse us for the reasonable expenses we incur in doing so.
 - Official Fees.** You agree to timely pay all license, title, registration, inspection, testing, and other fees, taxes and charges imposed by government authorities or pursuant to law in connection with the Vehicle or this Lease. You must pay all such fees incurred during the Lease Term, even if they are assessed and billed after the Lease has ended.
 - Tax Reserve.** At termination (whether early or at maturity) of this Lease, you agree to pay us an amount ("Tax Reserve") we estimate to pay personal property and other taxes applicable to the Vehicle or this Lease for tax periods occurring before termination. If the actual taxes are more than the Tax Reserve collected, you will also owe us the difference. If they are less, we will refund you any excess. You will not be entitled to interest on any Tax Reserve we collect from you. We are not obligated to apply for any refund or abatement of official fees or taxes, including personal property taxes. Some states assess personal property taxes for the full tax year, without prorating the tax if the Vehicle is sold or transferred during the tax year. You are responsible for the taxes assessed for the full tax year, even if the Lease terminates before the end of the tax year.
 - Retitling Fee.** In addition to any government-imposed fees, we may charge you and add to the amount you owe under this Lease a retitling fee of \$25 if the Vehicle is re-titled/re-registered because you move, change your name or add or remove a lessee from the Vehicle's title, unless the fee is prohibited by law.
- E. ASSIGNMENT AND TRANSFER OF THE VEHICLE.** You may not assign, sell, give a security interest or otherwise arrange an assumption of your interests or rights under this Lease or in the Vehicle without our prior written permission.

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22. EARLY TERMINATION

- A. LESSEE'S RIGHT TO TERMINATE EARLY.** You have the right to terminate this Lease early (before the end of the Lease Term), by returning the Vehicle to us or other person we designate, and paying the applicable Early Termination Liability set forth in Section 22C below.
- B. LESSOR'S RIGHT TO TERMINATE EARLY.** We may terminate this Lease early if you are in default (see Section 25C). If we terminate this Lease early, you will owe us the applicable Early Termination Liability set forth in Section 22C below.
- C. EARLY TERMINATION LIABILITY.** If this Lease is terminated early pursuant to Sections 22A or 22B of this Lease, you agree to pay us the sum of items (1) through (4) as follows: (1) any unpaid Monthly Payments accrued up to the termination date, plus (2) official fees and taxes in connection with the termination, plus (3) all other amounts due and owing under this Lease, except excess wear and mileage, plus (4) an early termination charge calculated as follows:
- Lessee's Early Termination:**
 - If you terminate this Lease more than 120 days before the end of the Lease Term, the early termination charge you owe (provided the Vehicle is not a Total Loss) will be equal to the lesser of the Standard Formula and the Remaining Payments Formula defined below.
 - Standard Formula:** The sum of (1) the difference, if any, between the Adjusted Lease Balance and the Vehicle's Realized Value, plus (2) an early termination fee in an amount equal to the Turn-In Fee disclosed in Section 4A of this Lease, and plus (3) the actual expenses we incur in connection with preparing for sale and selling the vehicle, including our third party auction fees and costs for transportation and reconditioning of the Vehicle prior to sale.
 - Remaining Payments Formula:** The sum of: (1) all scheduled monthly Lease payments from the termination date through the end of the Lease Term, plus (2) as permitted by applicable law, any excess mileage, plus (3) as permitted by applicable law, any excess wear and use (See Section 24A), and plus (4) the Turn-In Fee amount disclosed in Section 4A of this Lease.
 - If you terminate this Lease 120 days or less before the end of the Lease Term, the early termination charge you owe will be the amount equal to the Remaining Payments Formula, provided the Vehicle is not a Total Loss.
 - If you terminate this Lease early in connection with a Total Loss, the early termination charge you owe will be the Standard Formula, minus the early termination fee referenced in Section 22C(1)(i)(2) above ("Total Loss Early Termination Charge").
 - Lessor's Early Termination:** the early termination charge if we terminate this Lease early will be the amount equal to the Standard Formula; provided that, if we repossess the Vehicle, in lieu of the early termination fee component of the Standard Formula, you will be charged the actual expenses we incur in connection with repossessing, obtaining and storing the Vehicle.
- D. ADJUSTED LEASE BALANCE.** Your Adjusted Lease Balance is the Adjusted Capitalized Cost disclosed on page 2 of this Lease, less all depreciation and other amortized amounts accrued up to the termination date, calculated according to the Constant Yield Method. "Constant Yield Method" means the method of determining the rent charge portion of each base monthly payment under which the rent charge for each month is earned in advance by multiplying the constant rate implicit in the Lease times the balance subject to rent charge as it declines during the scheduled Lease Term. At any time during the scheduled Lease Term, the balance subject to rent charge is the difference between the Adjusted Capitalized Cost and the sum of (1) all depreciation and other amortized amounts accrued during the preceding months and (2) the first base monthly payment.
- E. REALIZED VALUE.** If you obtain an independent appraisal (see below), the Realized Value is the appraised amount. If the Vehicle is a total loss, the Realized Value is the amount of any insurance proceeds we receive under your insurance plus any amount received from any other party in payment of the loss; if there is no payment, the Realized Value is zero. In all other cases, the Vehicle's Realized Value will be, at our option: (1) the gross wholesale sales price we receive for the Vehicle at disposition; (2) the fair wholesale market value of the Vehicle at termination according to a recognized used vehicle guide customarily used by motor vehicle dealers selected by us, including, but not limited to, Black Book, or other commercially reasonable valuation methodology, taking into consideration the Vehicle's mileage and physical condition; or (3) any amount you and we agree to in writing after termination.
- F. INDEPENDENT APPRAISAL.** You may obtain, at your expense, a professional appraisal by an independent third party, agreed to by you and us, of the value that could be realized at sale of the Vehicle at wholesale. The appraisal amount shall be final and binding.

- A. PURCHASE OPTION AT MATURITY.** At the Scheduled Maturity Date, you may purchase the Vehicle under the conditions and for the amount set forth in Section 9, if you are not in Default.
- B. PURCHASE OPTION BEFORE MATURITY.** You have an option to purchase the Vehicle at any time before the Scheduled Maturity Date if you are not in Default, under the terms and conditions in Section 9, except that the Purchase Price will be the Adjusted Lease Balance figured according to Section 22D, above.
- C. ADDITIONAL PURCHASE OPTION CONDITIONS.** You may not transfer or assign your purchase option to any other party without Assignee's prior written permission. If you reside in a state that requires a seller to have a motor vehicle dealer license to sell used vehicles, you must purchase the Vehicle from the Lessor (Dealer) or from another authorized, licensed dealer selected by Assignee. Please notify us at least thirty (30) days before you intend to exercise your purchase option so that we may make appropriate arrangements with a licensed dealer, if necessary.
- D. VEHICLE RETURN.** Unless you purchase the Vehicle, you must return it to us or the authorized Kia dealer (or other designee) we designate at the time and place we specify, at your expense, upon termination of this Lease (whether early or at the Scheduled Maturity Date). At that time, you must give us a completed, signed odometer disclosure statement (see Section 24B), and a Vehicle condition report if we request one. You must also pay us any amounts you owe under the Lease.
- If you fail to return the Vehicle to us, as required above, you will still owe us the Monthly Payments and other amounts that may come due and, if the Vehicle is not returned by the Scheduled Maturity Date, you will owe us an amount equal to the Monthly Payment for each Month or partial month that has elapsed from Scheduled Maturity Date to the date of actual return.
- E. SCHEDULED TERMINATION.** If this Lease is not terminated early and if you do not purchase the Vehicle, this Lease will terminate or end on the Scheduled Maturity Date and you must return the Vehicle (see Section 22D, above). Upon return, you will owe us:
- The Turn-In Fee disclosed in Section 4A; plus
 - Any amounts owed for excess wear; plus
 - Any amounts owed for excess mileage; plus
 - All other amounts that are due or past due under this Lease; plus
 - Any official fees and taxes due in connection with Lease termination.

- A. STANDARDS FOR WEAR AND USE.** When returned to us, the Vehicle must be clean and in the same condition as it was when delivered to you, except for reasonable wear. If you do not purchase the Vehicle, then, upon Vehicle return at Scheduled Maturity Date or early termination as outlined in Section 22C, we will charge you for excess mileage and the estimated cost to repair or replace damage or wear to the Vehicle in excess of normal wear and use, whether or not such repairs are actually made, as permitted by applicable law. All repairs and part replacements must be made with original manufacturer's parts or those of equal quality. Excess wear and use includes, but is not limited to, the estimated cost to repair and/or replace:
- mechanical or electrical parts, including but not limited to, power accessories and lighting, that do not work properly;
 - body damage, such as dents, scratches, chips, cuts, damage from water, sand or freezing, rusted or corroded areas on the body or other body or frame damage;
 - paint damage including but not limited to mismatched, peeling or faded paint, poor quality or other damage to the paint, poor quality repairs, or lettering or "wrapping" on the body;
 - damage to glass components including but not limited to the following: cracks, scratches, pits or chips in the windshield; broken windows or broken power windows; broken or missing headlight lenses, sealed beams or side mirrors;
 - interior upholstery, dashboard or other surfaces that are burned, stained, cut or scratched;
 - tires not comparable in type and quality to original tires with emergency "doughnut" spare or inflation kit, as applicable, or any tire that is flat, leaking, has been punctured or damaged (whether or not repaired) or that has less than 1/8 inch of tread remaining at its shallowest point;
 - missing parts, accessories, and components, including keys and remote entry devices, owner's manual, floor mats, wheel covers, mirrors, GPS or audio components;
 - any addition or modification to the Vehicle without our prior written consent; or
 - any other wear beyond normal wear or that renders the Vehicle unsafe or incapable of passing any required inspection.

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