

LEASE AGREEMENT (WITH ARBITRATION PROVISION)

CHEVROLET 
Lease Date: **12/23/2018**

Lessor Name and Business Address F.H. DAILEY CHEVROLET 800 DAVIS STREET SAN LEANDRO CA 94577	Lessee Name and Address [REDACTED] OAKLAND CA [REDACTED] County: [REDACTED]	Co-Lessee Name and Address [REDACTED] OAKLAND CA [REDACTED] County: [REDACTED]
Lessee Billing Address (if different than above) N/A	Vehicle Garaging Address (if different than above) N/A Principal Driver: N/A (if business use) County:	

In this Lease, "you" and "your" mean the lessee and co-lessee. "We," "us" and "our" mean the lessor, and any assignee of this Lease. The terms, conditions, and disclosures in this Lease govern your Lease with us. Each of you who signs the Lease is jointly and severally liable to us for all Lease obligations. You are leasing the Vehicle described below (the "Vehicle") from us. You agree to pay all amounts due under the Lease and fulfill all your obligations under the Lease. In this Lease, "e" means an estimate. The Consumer Leasing Act Disclosures shown below are also terms of this Lease. You are leasing the Vehicle and have no ownership rights in the Vehicle unless you exercise your purchase option.

Monthly Payment Lease: If your payment schedule shows monthly scheduled payments in Item 3A, your lease is a monthly payment lease.

Single Payment Lease: If your payment schedule shows a single scheduled payment in Item 3B, your lease is a single payment lease.

1. The Vehicle							
New/Used	Year	Make	Model	Body Style	Vehicle ID #	Odometer	Primary Use
NEW	2019	CHEVROLET	BOLT EV	LT	[REDACTED]	5	Personal, unless otherwise indicated below ☐ business ☐ agricultural

CONSUMER LEASING ACT DISCLOSURES

2. Amount Due at Lease Signing or Delivery (Itemized in Item 6) \$ 9492.95	3. Scheduled Payments A. Your first monthly payment of \$ 292.95 is due on 12/23/18 , followed by 35 monthly payments of \$ 292.95 , due on the 23rd of each month. B. Your single payment of \$ N/A is due on N/A C. The Total of your Scheduled Payments is \$ 10546.20	4. Other Charges (not part of your scheduled payment) A. Disposition fee (if you do not purchase the Vehicle and we do not waive the fee under Item 23(f)) \$ 395.00 B. N/A \$ N/A C. N/A \$ N/A D. Total \$ 395.00	5. Total of Payments (The amount you will have paid by the end of the Lease) \$ 20141.20 (2 + 3C + 4D - 6A3 - 6A4 - 6A5)
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6. Itemization of Amount Due at Lease Signing or Delivery

A. Amount Due at Lease Signing or Delivery: <table> <tr><td>1. Capitalized cost reduction</td><td>\$ 7916.57</td></tr> <tr><td>2. Taxes on capitalized cost reduction</td><td>\$ 732.28</td></tr> <tr><td>3. First monthly payment</td><td>\$ 292.95</td></tr> <tr><td>4. Single scheduled payment</td><td>\$ N/A</td></tr> <tr><td>5. Refundable security deposit</td><td>\$ N/A</td></tr> <tr><td>6. Lease acquisition fee</td><td>\$ N/A</td></tr> <tr><td>7. Vehicle license fees</td><td>\$ 425.00</td></tr> <tr><td>8. Registration, transfer, and titling fees</td><td>\$ N/A</td></tr> <tr><td>9. Sales/use tax</td><td>\$ 7.40</td></tr> <tr><td>10. Document processing charge (not a governmental fee)</td><td>\$ 80.00</td></tr> <tr><td>11. Electronic vehicle registration or transfer charge (not a governmental fee)</td><td>\$ 30.00</td></tr> <tr><td>12. California tire fee</td><td>\$ 8.75</td></tr> <tr><td>13. N/A</td><td>\$ N/A</td></tr> <tr><td>14. N/A</td><td>\$ N/A</td></tr> <tr><td>15. Total</td><td>\$ 9492.95</td></tr> </table>	1. Capitalized cost reduction	\$ 7916.57	2. Taxes on capitalized cost reduction	\$ 732.28	3. First monthly payment	\$ 292.95	4. Single scheduled payment	\$ N/A	5. Refundable security deposit	\$ N/A	6. Lease acquisition fee	\$ N/A	7. Vehicle license fees	\$ 425.00	8. Registration, transfer, and titling fees	\$ N/A	9. Sales/use tax	\$ 7.40	10. Document processing charge (not a governmental fee)	\$ 80.00	11. Electronic vehicle registration or transfer charge (not a governmental fee)	\$ 30.00	12. California tire fee	\$ 8.75	13. N/A	\$ N/A	14. N/A	\$ N/A	15. Total	\$ 9492.95	B. How the Amount Due at Lease Signing or Delivery will be paid: <table> <tr><td>1. Net trade-in allowance</td><td>\$ N/A</td></tr> <tr><td>2. Rebates and noncash credits</td><td>\$ 3792.95</td></tr> <tr><td>3. Amount to be paid in cash</td><td>\$ 5700.00</td></tr> <tr><td>4. Other N/A</td><td>\$ N/A</td></tr> <tr><td>5. Total</td><td>\$ 9492.95</td></tr> </table>	1. Net trade-in allowance	\$ N/A	2. Rebates and noncash credits	\$ 3792.95	3. Amount to be paid in cash	\$ 5700.00	4. Other N/A	\$ N/A	5. Total	\$ 9492.95
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7. Your scheduled payment is determined as shown below:

A. Gross capitalized cost. The agreed upon value of the Vehicle (\$ 33762.45) and any items you pay over the Lease term (such as service contracts, insurance, and any outstanding prior credit or lease balance).	\$ 34412.45
B. Capitalized cost reduction. The amount of any net trade-in allowance, rebate, noncash credit, or cash you pay that reduces the gross capitalized cost.	- \$ 7916.57
C. Adjusted capitalized cost. The amount used in calculating your base scheduled payment.	= \$ 26495.88
D. Residual value. The value of the Vehicle at the end of the Lease used in calculating your base scheduled payment.	- \$ 20997.20
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.	= \$ 5498.68
F. Rent charge. The amount charged in addition to the depreciation and any amortized amounts.	+ \$ 4154.72
G. Total of base scheduled payments. The depreciation and any amortized amounts plus the rent charge.	= \$ 9653.40
H. Lease payments. The number of payments in your Lease.	÷ 36
I. Base scheduled payment.	= \$ 268.15
J. Sales/use tax (e).	+ \$ 24.80
K. N/A	+ \$ N/A
L. N/A	+ \$ N/A

the Lease term (such as service contracts, insurance, and any outstanding prior credit or lease balance).

B. Capitalized cost reduction. The amount of any net trade-in allowance, rebate, noncash credit, or cash you pay that reduces the gross capitalized cost.

C. Adjusted capitalized cost. The amount used in calculating your base scheduled payment.

D. Residual value. The value of the Vehicle at the end of the Lease used in calculating your base scheduled payment.

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.

F. Rent charge. The amount charged in addition to the depreciation and any amortized amounts.

G. Total of base scheduled payments. The depreciation and any amortized amounts plus the rent charge.

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

I. Base scheduled payment.

J. Sales/use tax (e).

K. N/A

L. N/A

M. Total Scheduled Payment.

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.

8. Excessive Wear and Use. You may be charged for excessive wear based on our standards for normal use and for mileage in excess of 12000 miles per year at the rate of \$ 0.25 per mile.

9. Purchase Option at End of Lease Term. You have an option to purchase the Vehicle at the end of the Lease term for \$ 20997.20 plus a purchase option fee of \$ N/A. The purchase option price does not include official fees such as those for taxes, tags, licenses and registration.

10. Other Important Terms. See your Lease documents for additional information on early termination, purchase options, maintenance responsibilities, warranties, late and default charges, insurance, and any security interest, if applicable.

11. Itemization of Gross Capitalized Cost

A. Agreed upon value of the Vehicle as equipped at Lease signing \$	<u>33762.45</u>	G. Document processing charge (not a governmental fee) \$	<u>N/A</u>
B. Agreed upon value of each accessory and item of optional equipment we agree to add to the Vehicle after Lease signing (describe)		H. Electronic vehicle registration or transfer charge (not a governmental fee) \$	<u>N/A</u>
<u>N/A</u>	\$ <u>N/A</u>	I. California tire fee	\$ <u>N/A</u>
<u>N/A</u>	\$ <u>N/A</u>	J. Prior Credit or Lease Balance	\$ <u>N/A</u>
<u>N/A</u>	\$ <u>N/A</u>	Optional Products and Services:	
<u>N/A</u>	\$ <u>N/A</u>	K. <u>N/A</u>	\$ <u>N/A</u>
C. Vehicle license fees	\$ <u>N/A</u>	L. <u>N/A</u>	\$ <u>N/A</u>
D. Registration, transfer, and titling fees	\$ <u>N/A</u>	M. <u>N/A</u>	\$ <u>N/A</u>
E. Lease acquisition fee	\$ <u>650.00</u>	N. <u>N/A</u>	\$ <u>N/A</u>
F. Sales/use tax	\$ <u>N/A</u>	O. <u>N/A</u>	\$ <u>N/A</u>
		P. <u>N/A</u>	\$ <u>N/A</u>
		Q. Total Gross Capitalized Cost:	\$ <u>34412.45</u>

12. The Trade-In Vehicle

Year <u>N/A</u>	A. Agreed Upon Value of Trade-In	\$ <u>N/A</u>
Make <u>N/A</u>	B. Prior Credit or Lease Balance	\$ <u>N/A</u>
Model <u>N/A</u>	C. Net Trade-In Allowance (If less than 0 then enter 0)	= \$ <u>0.00</u>

IF YOU DO NOT MEET YOUR OBLIGATIONS UNDER THIS LEASE, WE MAY RETAKE THE VEHICLE.

13. Official Fees and Taxes. The total amount you will pay for official and license fees, registration, title, and taxes over the term of your Lease, whether included in your scheduled payments or assessed otherwise: \$ 2946.23 (e). The total fees and taxes you pay may be different than this estimate based on changes in the tax or fee rates and the value of the Vehicle when the fee or tax is determined.

14. Late Payments. For any payment not received within 10 days of the date it is due, you will pay a late charge of: the lesser of \$25 or 5% of the unpaid portion of the late payment.

You will not have to pay a late charge if the only amount that is late is a late charge you owed for an earlier late payment.

15. Returned Payments and Unpaid Fines and Fees. You will also pay a returned payment charge of \$ 0.00 for any check, instrument or electronic funds debit that is returned unpaid for any reason, if the law allows it. If you don't pay a fine, penalty, toll, or parking ticket and we elect to pay it, you will reimburse us for the amount paid plus a \$ 25.00 Administrative Fee per incident, if the law allows it.

16. Warranties. The Vehicle is subject to the manufacturer's standard warranty, unless this box is checked: ☐

☐ If this box is checked, the Vehicle is subject to the following express warranties:

N/A
N/A
N/A

Warranty papers that are separate from this Lease state any coverage limits.

The law gives you a warranty that the Vehicle conforms to the description in this Lease. THERE ARE NO OTHER EXPRESS WARRANTIES ON THE VEHICLE.

Except as provided above or prohibited by law, the following two sentences apply. THE VEHICLE IS BEING LEASED 'AS IS' AND 'WITH ALL FAULTS', AND THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE VEHICLE IS WITH YOU. SHOULD THE VEHICLE PROVE DEFECTIVE FOLLOWING DELIVERY PURSUANT TO THIS LEASE, YOU, NOT THE LESSOR, ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING OR REPAIR.

If the Vehicle is subject to the manufacturer's standard warranty, if we make a written warranty covering the Vehicle or, within 90 days of the Lease Date we enter into a service contract covering the Vehicle, this disclaimer will not affect any implied warranties during the term of the warranty or service contract.

17. OPTIONAL PRODUCTS AND SERVICES

You are not required to buy any of the following optional products and services to enter into the Lease. The term of any product or service will be the Lease term, unless a different term is shown below. If you decide you want to purchase an optional product or service, review the terms of the contract that describe the product or service before you initial below. A completed copy of the contract will be given to you as soon as practicable. By initialing below, you indicate that you want to buy the optional products and services indicated. If the cost shown below is not shown as part of the Itemization of Amount Due at Lease Signing or Delivery (Item 6), it has been added to the Gross Capitalized Cost (Item 7A).

Optional Product or Service	Coverage	Price	Name of Provider	Approval
<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	Lessee Initials <u>N/A</u>
<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	Lessee Initials <u>N/A</u>

your scheduled payments or assessed otherwise. (e) The total fees and taxes you pay may be different than this estimate based on changes in the tax or fee rates and the value of the Vehicle when the fee or tax is determined.

14. Late Payments. For any payment not received within 10 days of the date it is due, you will pay a late charge of: the lesser of \$25 or 5% of the unpaid portion of the late payment.

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N/A
N/A
N/A

Warranty papers that are separate from this Lease state any coverage limits.

The law gives you a warranty that the Vehicle conforms to the description in this Lease. THERE ARE NO OTHER EXPRESS WARRANTIES ON THE VEHICLE.

Except as provided above or prohibited by law, the following two sentences apply. THE VEHICLE IS BEING LEASED 'AS IS' AND 'WITH ALL FAULTS', AND THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE VEHICLE IS WITH YOU. SHOULD THE VEHICLE PROVE DEFECTIVE FOLLOWING DELIVERY PURSUANT TO THIS LEASE, YOU, NOT THE LESSOR, ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING OR REPAIR.

If the Vehicle is subject to the manufacturer's standard warranty, if we make a written warranty covering the Vehicle or, within 90 days of the Lease Date we enter into a service contract covering the Vehicle, this disclaimer will not affect any implied warranties during the term of the warranty or service contract.

17. OPTIONAL PRODUCTS AND SERVICES

You are not required to buy any of the following optional products and services to enter into the Lease. The term of any product or service will be the Lease term, unless a different term is shown below. If you decide you want to purchase an optional product or service, review the terms of the contract that describe the product or service before you initial below. A completed copy of the contract will be given to you as soon as practicable. By initialing below, you indicate that you want to buy the optional products and services indicated. If the cost shown below is not shown as part of the Itemization of Amount Due at Lease Signing or Delivery (Item 6), it has been added to the Gross Capitalized Cost (Item 7A).

Optional Product or Service	Coverage	Price	Name of Provider	Approval
N/A	N/A	N/A	N/A	Lessee Initials <u>N/A</u>
N/A	N/A	N/A	N/A	Lessee Initials <u>N/A</u>
N/A	N/A	N/A	N/A	Lessee Initials <u>N/A</u>
N/A	N/A	N/A	N/A	Lessee Initials <u>N/A</u>

18. TYPES AND AMOUNTS OF REQUIRED INSURANCE COVERAGE

You must maintain: Bodily Injury Coverage with \$ 100,000 / \$ 300,000 limits; Property Damage Coverage with \$ 50,000 / \$ 500,000 limits or combined single limit; Collision, Fire, Theft and Comprehensive Coverage with a maximum deductible of \$ 1,000. See Item 23(a) for additional insurance provisions. You confirm that insurance policies that meet the requirements described in this Lease are in force on the date of this Lease as follows:

Insurance Company Name STATE FARM INSURANCE

Insurance Agency Name STATE FARM INSURANCE

Agency Address 900 OLD RIVER ROAD

Agency Phone Number (510) 336-9909

Agent's Name _____

Policy Number _____

Deductibles: Collision \$ _____

Comprehensive \$ _____

19. SCHEDULED LEASE END AND LEASE TERM

A. This Lease is scheduled to end on a date determined as follows: (1) If the date of this Lease is the 29th, 30th, or 31st of the month, start with the 1st day of the month immediately following the date of this Lease and move forward by the number of months in the lease term (Item 19B); or (2) If the date of this Lease is not the 29th, 30th, or 31st of the month, start with the date of this Lease and move forward by the number of months in the lease term (Item 19B).

B. The scheduled lease term is 36 months.

20. HOW THIS LEASE CAN BE CHANGED

This Lease cannot be changed to the Lease must _____

Lessee Signs _____

Co-Lessee Sign _____

NOTICE: THE OTHER SIDE OF THIS LEASE CONTAINS IMPORTANT TERMS AND CONDITIONS.

Agreement to Arbitrate. I agree that, pursuant to the Arbitration Provision on the back of this Lease, any dispute between me and the Lessor shall be resolved by arbitration and not by a court action. See the Arbitration Provision for more details.

Lessee Signs _____

Co-Lessee Signs _____

Lessor's Right to Cancel. If Lessor is unable to assign this Lease to a financial institution, the provisions of the Lessor's Right to Cancel section on the back giving the Lessor the right to cancel will apply.

THERE IS NO COOLING OFF PERIOD

California law does not provide for a "cooling off" or other cancellation period for vehicle leases. Therefore, you cannot later cancel this lease simply because you change your mind, decided the vehicle costs too much, or wish you had acquired a different vehicle. You may cancel this lease only with the agreement of the lessor or for legal cause, such as fraud.

Notice is hereby given that the rights, but not the obligations, of _____ to purchase and/or sell the asset described in this Lease have been assigned to _____ pursuant to an agreement between _____ and _____.

(1) Do not sign this lease before you read it or if it contains any blank spaces to be filled in; (2) You are entitled to a completely filled in copy of this lease; (3) Warning - Unless a charge is included in this lease for public liability or property damage insurance, payment for that coverage is not provided by this lease.

YOU AGREE TO THE TERMS OF THIS LEASE. YOU ACKNOWLEDGE YOU HAVE EXAMINED THE VEHICLE, THAT THE VEHICLE IS EQUIPPED AS YOU WANT, AND THAT IT IS IN GOOD CONDITION. YOU ACCEPT THE VEHICLE FOR ALL PURPOSES OF THE LEASE. YOU UNDERSTAND THAT YOU HAVE NO OWNERSHIP RIGHTS IN THE VEHICLE UNLESS YOU EXERCISE YOUR OPTION TO PURCHASE THE VEHICLE. YOU CONFIRM THAT BEFORE YOU SIGNED THIS LEASE, WE GAVE IT TO YOU, AND YOU WERE FREE TO TAKE IT AND REVIEW IT. YOU ACKNOWLEDGE THAT YOU READ BOTH SIDES OF THIS LEASE, INCLUDING THE ARBITRATION PROVISION ON THE REVERSE SIDE (ITEM 24), BEFORE SIGNING BELOW. YOU CONFIRM THAT YOU RECEIVED A COMPLETELY FILLED-IN COPY WHEN YOU SIGNED THIS LEASE.

LESSEE SIGNATURES

Lessee Signature _____	Date <u>2/23/18</u>	Co-Lessee Signature _____	Date <u>2/19</u>
Type/Print Lessee _____		Type/Print Co-Lessee _____	

18. TYPES AND AMOUNTS OF REQUIRED INSURANCE COVERAGE

You must maintain: Bodily Injury Coverage with \$ 100,000 / \$ 300,000 limits; Property Damage Coverage with \$ 50,000 / \$ 500,000 limits or combined single limit; Collision, Fire, Theft and Comprehensive Coverage with a maximum deductible of \$ 1,000. See Item 23(a) for additional insurance provisions. You confirm that insurance policies that meet the requirements described in this Lease are in force on the date of this Lease as follows:

Insurance Company Name STATE FARM INSURANCE Insurance Agency Name STATE FARM INSURANCE
Agency Address 900 OLD RIVER ROAD Agency Phone Number (510) 336-9909
Agent's Name _____ Policy Number _____
Deductibles: Collision \$ _____ Comprehensive \$ _____

19. SCHEDULED LEASE END AND LEASE TERM

A. This Lease is scheduled to end on a date determined as follows: (1) If the date of this Lease is the 29th, 30th, or 31st of the month, start with the 1st day of the month immediately following the date of this Lease and move forward by the number of months in the lease term (Item 19B); or (2) if the date of this Lease is not the 29th, 30th, or 31st of the month, start with the date of this Lease and move forward by the number of months in the lease term (Item 19B).

B. The scheduled lease term is 36 months.

20. HOW THIS LEASE CAN BE CHANGED

This Lease contains the entire agreement between you and us relating to this Lease. Any change to the Lease must be in writing.

Lessee Signs _____
Co-Lessee Signs _____

NOTICE: THE OTHER SIDE OF THIS LEASE CONTAINS IMPORTANT TERMS AND CONDITIONS, INCLUDING AN ARBITRATION PROVISION.

Agreement to Arbitrate: By signing below, you agree that, pursuant to the Arbitration Provision on the reverse side of this Lease, any dispute by you or us arising out of or relating to this Lease shall be resolved by arbitration and not by a court action. See the Arbitration Provision for more details.

Lessee Signs X _____ Co-Lessee Signs X _____

N/A

Lessor's Right to Cancel. If Lessor is unable to assign this Lease to a financial institution, the provisions of the Lessor's Right to Cancel section on the back giving the Lessor the right to cancel will apply.

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California law does not provide for a "cooling off" or other cancellation period for vehicle leases. Therefore, you cannot later cancel this lease simply because you change your mind, decided the vehicle costs too much, or wish you had acquired a different vehicle. You may cancel this lease only with the agreement of the lessor or for legal cause, such as fraud.

Notice is hereby given that the rights, but not the obligations, of _____ to purchase and/or sell the asset described in this Lease have been assigned to _____ pursuant to an agreement between _____ and _____.

(1) Do not sign this lease before you read it or if it contains any blank spaces to be filled in; (2) You are entitled to a completely filled in copy of this lease; (3) Warning - Unless a charge is included in this lease for public liability or property damage insurance, payment for that coverage is not provided by this lease.

YOU AGREE TO THE TERMS OF THIS LEASE. YOU ACKNOWLEDGE YOU HAVE EXAMINED THE VEHICLE, THAT THE VEHICLE IS EQUIPPED AS YOU WANT, AND THAT IT IS IN GOOD CONDITION. YOU ACCEPT THE VEHICLE FOR ALL PURPOSES OF THE LEASE. YOU UNDERSTAND THAT YOU HAVE NO OWNERSHIP RIGHTS IN THE VEHICLE UNLESS YOU EXERCISE YOUR OPTION TO PURCHASE THE VEHICLE. YOU CONFIRM THAT BEFORE YOU SIGNED THIS LEASE, WE GAVE IT TO YOU, AND YOU WERE FREE TO TAKE IT AND REVIEW IT. YOU ACKNOWLEDGE THAT YOU READ BOTH SIDES OF THIS LEASE, INCLUDING THE ARBITRATION PROVISION ON THE REVERSE SIDE (ITEM 24), BEFORE SIGNING BELOW. YOU CONFIRM THAT YOU RECEIVED A COMPLETELY FILLED-IN COPY WHEN YOU SIGNED THIS LEASE.

LESSEE SIGNATURES

Lessee Signature _____	Date <u>2/23/18</u>	Co-Lessee Signature _____	Date <u>2/18</u>
Type/Print Lessee Name _____		Type/Print Co-Lessee Name _____	

COMMERCIAL LESSEE SIGNATURE

Commercial Lessee N/A Date N/A By N/A
Type/Print Name N/A Type/Print Title N/A

LESSOR'S ACCEPTANCE

The Lessor's authorized signature indicates the Lessor has accepted the terms of this Lease.

Lessor Name: N. DAILEY CHEVROLET
Lienholder Name: WELLSFRGO AS CTL AGT
Assignee Name: ACAR Leasing Ltd.