

LAW GMF-UCL-FL-e-14 10/22**CLOSED END MOTOR VEHICLE LEASE
(WITH ARBITRATION PROVISION)**

Lease Date 02/26/2024

Lessor Name and Business Address BUICK CADILLAC LAKELAND 5210 S FLORIDA AVE LAKELAND, FL 33813	Lessee Name and Address [REDACTED] SARASOTA, FL [REDACTED] County SARASOTA	Co-Lessee Name and Address N/A County N/A
Lessee Billing Address (if different than above) N/A	Vehicle Garaging Address (if different than above) N/A County N/A Principal Driver N/A (if business use)	

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, "or" 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.

New/Used	Year	Make	Model	Body Style	Vehicle ID #	Odometer	Primary Use
NEW	2024	CADILLAC	ESCALADE	4WD 4DR SPORT PLATINUM	[REDACTED]	23	Personal, unless otherwise indicated below ☐ business ☐ agricultural

CONSUMER LEASING ACT DISCLOSURES				
2 Amount Due at Lease Signing or Delivery (Itemized in Item 6) \$ 20,000.00	3 Scheduled Payments A Your first monthly payment of \$ 1,795.45 is due on 02/26/2024, followed by 47 monthly payments of \$ 1,795.45, due on the 26TH of each month. B Your single payment of \$ N/A is due on N/A. C The Total of your Scheduled Payments is \$ 86,161.60	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)) \$ 595.00 B N/A \$ N/A C N/A \$ N/A D Total \$ 595.00	5 Total of Payments (The amount you will have paid by the end of the Lease) \$ 104,981.15 (2 + 3C + 4D + 5A3 + 6A4 + 6A5)	

6 Itemization of Amount Due at Lease Signing or Delivery	
A Amount Due at Lease Signing or Delivery	B How the Amount Due at Lease Signing or Delivery will be paid
1 Capitalized cost reduction \$ 15,657.13	1 Not trade-in allowance \$ 0.00
2 Taxes on capitalized cost reduction \$ 989.43	2 Rebates and noncash credits \$ N/A
3 First monthly payment \$ 1,795.45	3 Amount to be paid in cash \$ 20,000.00
4 Single scheduled payment \$ N/A	4 Other N/A \$ N/A
5 Refundable security deposit \$ N/A	5 Total \$ 20,000.00
6 Lease acquisition fee \$ N/A	
7 Title fees \$ N/A	
8 License and registration fees \$ 71.36	
9 Sales/use tax \$ 97.13	
10 Pre-delivery service charge** \$ N/A	
11 Electronic registration filing fee** \$ 243.00	
12 THIRD PARTY TAG AGENCY FEE** \$ 79.00	
13 DOC FEE-999.00/LAW-2.00 \$ 1,001.00	
14 SURCHARGE-60.00/TIRE FEE-6.50 \$ 66.50	
15 Total \$ 20,200.00	

7 Your scheduled payment is determined as shown below	
A Gross capitalized cost The agreed upon value of the Vehicle (\$ 116,915.00) and any items you pay over the Lease term (such as service contracts, insurance, and any outstanding prior credit or lease balance)	\$ 120,456.00
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	- \$ 15,657.13
C Adjusted capitalized cost The amount used in calculating your base scheduled payment	= \$ 104,798.87
D Residual value The value of the Vehicle at the end of the Lease used in calculating your base scheduled payment	- \$ 47,935.15
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	= \$ 56,863.72
F Rent charge The amount charged in addition to the depreciation and any amortized amounts	+ \$ 23,679.80
G Total of base scheduled payments The depreciation and any amortized amounts plus the rent charge	= \$ 80,543.52
H Lease payments The number of payments in your Lease	= 48
I Base scheduled payment	= \$ 1,677.99
J Sales/use tax (c)	+ \$ 117.46
K N/A	+ \$ N/A
L N/A	+ \$ N/A
M Total Scheduled Payment	= \$ 1,795.45

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 12,000 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 \$ 47,935.15 plus a purchase option fee of \$ 0.00. 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 The Trade-In Vehicle			
Year <u>N/A</u>		A Gross Amount of Trade-In Allowance	\$ <u>N/A</u>
Make <u>N/A</u>		B Less Trade-In Payoff	\$ <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>

12 Itemization of Gross Capitalized Cost			
A Agreed upon value of the Vehicle	\$ <u>116,915.00</u>	J <u>N/A</u>	\$ <u>N/A</u>
Other amounts included in the gross capitalized cost		Optional Products and Services	
B Taxes	\$ <u>N/A</u>	K <u>APPEARANCE PROTECTION</u>	\$ <u>1,595.00</u>
C Title, license, and registration fees	\$ <u>N/A</u>	L <u>KEY REPLACEMENT</u>	\$ <u>550.00</u>
D Lease acquisition fee	\$ <u>695.00</u>	M <u>ROAD HAZARD</u>	\$ <u>701.00</u>
E Predelivery service charge**	\$ <u>N/A</u>	N <u>N/A</u>	\$ <u>N/A</u>
F Electronic registration filing fee**	\$ <u>N/A</u>	O <u>N/A</u>	\$ <u>N/A</u>
G <u>N/A</u>	\$ <u>N/A</u>	P <u>N/A</u>	\$ <u>N/A</u>
H Prior credit or lease balance	\$ <u>N/A</u>	Q <u>N/A</u>	\$ <u>N/A</u>
I <u>N/A</u>	\$ <u>N/A</u>	R Total Gross Capitalized Cost	\$ <u>120,456.00</u>

**This charge represents costs and profit to the dealer for items such as inspecting, cleaning, and adjusting vehicles, and preparing documents related to the lease.

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, is \$1,372.00. (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

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 prohibited by law, the following sentence applies: WE DISCLAIM ANY WARRANTIES IMPLIED BY LAW, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. 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 written 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
ROAD HAZARD	48	\$701.00	ZURICH	Lessee Initials <u>IL</u> <u>N/A</u>
N/A	N/A	N/A	N/A	Lessee Initials <u>N/A</u> <u>N/A</u>
N/A	N/A	N/A	N/A	Lessee Initials <u>N/A</u> <u>N/A</u>
N/A	N/A	N/A	N/A	Lessee Initials <u>N/A</u> <u>N/A</u>

18 TYPES AND AMOUNTS OF REQUIRED INSURANCE COVERAGE	
You must maintain Bodily Injury Coverage with \$ <u>100,000</u> / \$ <u>300,000</u> limits, Property Damage Coverage with \$ <u>50,000</u> / \$ <u>500,000</u> limits or combined single limit, Collision, Fire, Theft and Comprehensive Coverage with a maximum deductible of \$ <u>1,000</u> . 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 <u>THE STANDARD FIRE INSURANCE</u>	Insurance Agency Name <u>THE STANDARD FIRE INSURANCE</u>
Agency Address <u>3701 S OSPREY AVE, SARASOTA, FL 34239</u>	Agency Phone Number <u>(841) 923-1538</u>
Agent's Name <u>THE STANDARD FIRE INSURANCE</u>	Policy Number <u>[REDACTED]</u>
Deductibles: Collision \$ <u>500.00</u>	Comprehensive \$ <u>500.00</u>

19 SCHEDULED LEASE END AND LEASE TERM	20 HOW THIS LEASE CAN BE CHANGED
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 15B); 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 15B). B The scheduled lease term is <u>48</u> months.	The Lease contains the entire agreement between you and us relating to this Lease. Any change to the Lease must be in writing and both you and we must sign it. No oral changes are binding. Lessee Signs X <u>[REDACTED]</u> Co-Lessee Signs X <u>N/A</u>

NOTICE: ALL PAGES OF THIS LEASE CONTAIN IMPORTANT TERMS AND CONDITIONS, INCLUDING AN ARBITRATION PROVISION.

Agreement to Arbitrate: By signing below, you agree that, pursuant to the Arbitration Provision (Item 24), you or we may elect to resolve any dispute by neutral, binding arbitration and not by a court action. You may opt out of arbitration within 30 days of signing this Lease by sending a signed, written notice of your opt out to GMF Arbitration Opt Out at: **GM FINANCIAL, ATTN: ARBITRATION OPT OUT, 3601 S. COLLINS ST., ARLINGTON, TX 76014**. See the Arbitration Provision for additional information concerning the agreement to arbitrate.

Lessee Signs X [REDACTED] Co-Lessee Signs X N/A

LESSOR'S RIGHT TO CANCEL: If Lessor is unable to assign this Lease within N/A days, the provisions of the Lessor's Right to Cancel section on page 5 of this contract will apply. If you fail to return the vehicle within 48 hours after receipt of the notice of cancellation, you agree to pay Lessor a charge of \$ N/A per day from the date of cancellation until the vehicle is returned or repossessed.

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.

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 324.02(7) AND 627.736, FLORIDA STATUTES.

NOTICE TO THE LESSEE DO NOT SIGN THIS LEASE BEFORE YOU READ IT OR IN BLANK YOU ARE ENTITLED TO A COPY OF THIS LEASE WHEN YOU SIGN IT KEEP IT TO PROTECT YOUR LEGAL RIGHTS

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 ALL PAGES OF THIS LEASE, INCLUDING THE ARBITRATION PROVISION ON PAGE 5 OF THIS LEASE (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 February 26 2024	Co-Lessee Signature N/A	Date N/A
Type/Print Lessee Name		Type/Print Co-Lessee Name N/A	
COMMERCIAL LESSEE SIGNATURE			
Commercial Lessee N/A	Date N/A	By N/A	
Type/Print Name N/A		Type/Print Title N/A	

21 DEFAULT, REPOSSESSION AND OTHER REMEDIES

If any of the following occurs, you will be in default under this Lease. You do not pay any payment on its scheduled due date under this Lease. You do not pay any other amount due under this Lease when we ask that you pay it. You provide any false or misleading information in any Lease application. You fail to maintain required insurance. You lose possession of the Vehicle by confiscation, forfeiture or other involuntary transfer whether or not the Vehicle is the subject of judicial or administrative proceedings. You assign the Lease or transfer the Vehicle without our prior written permission or attempt to do either. You start a bankruptcy, receivership, or insolvency proceeding or one is started against you or your property. You do anything that endangers the Vehicle or your ability to pay your Lease obligations. You fail to return the Vehicle when required to do so under this Lease. You fail to meet any other obligation under this Lease. You do anything the law says is a default.

If you are in default, after warning any time the law requires, we may do any of the following: End this Lease and require you to pay the amount due at early termination. Take any action we believe is required to protect our interest in the Vehicle (for example buying insurance) and our action will not cure your default. Add any amounts we spend taking these actions to your Lease obligation and charge rent on the amount added, or all our option ask you to pay these amounts right away. If the Vehicle has an electronic locating device use it to find the Vehicle. Cancel any optional products and services included with this Lease and apply any refund to your Lease obligations (you hereby instruct any provider of such products and services to pay us any refund or credit due on early cancellation). Take (possess) the Vehicle wherever we find it and enter any property where the Vehicle may be to do so. Sue you for damages or to get the Vehicle back. Pursue any other remedy the law gives us.

We will exercise our rights without breach of the peace, at reasonable times and places, in a reasonable way, as the law allows. We may use the license plates of the Vehicle to move it to a storage place. After repossessing the Vehicle, we will hold it free of any rights you may have under this Lease, subject to any right the law gives you to cure the default or recover the Vehicle. We may take and store any personal items that are in the Vehicle. If you do not ask for your personal property back within 45 days from the date of notice of intent to dispose the personal property we may dispose of it as the law allows. You will pay our reasonable expenses of taking these actions as the law allows. These expenses may include expenses of taking and storing the Vehicle, attorney's fees, collection costs, and court costs.

22 EARLY TERMINATION LIABILITY

When the Lease Can End Early You may terminate (end) the Lease early by returning the Vehicle to us and paying us your early termination liability (see below) when we ask for it.

We may end the Lease early if you are in default, the Vehicle is destroyed, or damaged beyond repair, stolen or lost (a "Total Loss"), or you die and there is no surviving lessee. If we end the Lease, you must return the Vehicle to the place we designate and pay us the early termination liability (see below) when we ask for it.

Early Termination Liability We will figure your early termination liability as follows:

Monthly Payment Lease You will owe the amount (if any) by which the Adjusted Lease Balance (see definition) exceeds the Vehicle's Fair Market Wholesale Value (see definition) at termination. If this amount is more than the total of the following amounts, you will instead pay the total of the following amounts: The total of your base scheduled payments not yet due. An excess wear charge (see Item 23(c)), and An excess mileage charge for any miles in excess of the permitted mileage during the scheduled Lease term at the rate per mile shown in Item 8.

Single Payment Lease The Base Scheduled Payment (Item 71) paid at lease signing prepay the depreciation and any amortized amounts (Item 7E) and the rent charge (Item 7F). If the Vehicle's Fair Market Wholesale Value at termination (see definition) exceeds the Adjusted Lease Balance (see definition), we will give you a credit for the excess up to the amount of the Unused Base Scheduled Payment (see definition). If the Adjusted Lease Balance exceeds the Vehicle's Fair Market Wholesale Value at termination, you will owe the excess up to the total of the following amounts: An excess wear charge (see Item 23(c)), and An excess mileage charge for any miles in excess of the permitted mileage during the scheduled Lease term at the rate per mile shown in Item 8.

In addition to the amounts described above, you will also owe us the Item 4A Disposition Fee unless this fee is waived under Item 23(f) plus the Additional Amounts Due and we will apply the Additional Credits to the amount you owe (see Item 23(s)).

Definition of Adjusted Lease Balance

Monthly Payment Lease The Adjusted Lease Balance equals the difference between (1) The Item 7C Adjusted Capitalized Cost, and (2) all depreciation and amortized amounts in the base scheduled payments that have become due. Each Item 71 Base Scheduled Payment consists of: a rent charge portion, and a portion allocable to depreciation and any amortized amounts. Although the amount of your Item 71 Base Scheduled Payment does not change, different portions of each Base Scheduled Payment are allocated to rent charge, and depreciation and any amortized amounts. The portion of a Base Scheduled Payment that is allocated to depreciation and any amortized amounts is equal to the Base Scheduled Payment minus the rent charge for that month. We use the Constant Yield Method to figure the rent charge portion of each Base Scheduled Payment. Under the Constant Yield Method, the rent charge for each scheduled period is earned in advance by multiplying the constant rate implicit in this Lease times the Balance Subject to Rent Charge as it declines during the Lease term. At any given time during the Lease term, the Balance Subject to Rent Charge is the difference between the Item 7C Adjusted Capitalized Cost and the sum of: (i) all depreciation and amortized amounts accrued during the previous periods, and (ii) any Base Scheduled Payment paid at lease signing or delivery. The scheduled rent charge calculations are based on the assumption that we will receive your scheduled payments on their exact due dates and that the Lease goes to its full term.

Single Payment Lease The Adjusted Lease Balance at the beginning of the Lease equals: (i) The Item 7C Adjusted Capitalized Cost, minus (ii) the Item 71 Base Scheduled Payment. At the beginning of each month, the Adjusted Lease Balance increases by the rent charge for that month. We use the Constant Yield Method to figure the rent charge for each month. Under the Constant Yield Method, the rent charge for each monthly period is earned in advance by multiplying the constant rate implicit in this Lease times the Balance Subject to Rent Charge as it increases during the Lease term. At any given time during the Lease term, the Balance Subject to Rent Charge equals: (i) the Item 7C Adjusted Capitalized Cost, minus (ii) the Item 71 Base Scheduled Payment, plus (iii) all rent charges accrued during previous periods. The rent charge calculations are based on the assumption that the Lease goes to its full term.

Definition of Fair Market Wholesale Value Unless you exercise your independent appraisal right (see below), the Fair Market Wholesale Value of the Vehicle is: the price we receive for the Vehicle at disposition, the highest offer we receive for disposition of the Vehicle, the amount you and we agree in writing, or the wholesale fair market value of the Vehicle.

Definition of Unused Base Scheduled Payment (Single Payment Lease) The Unused Base Scheduled Payment equals: (i) the Item 71 Base Scheduled Payment, divided by (ii) the number of months in the Lease term (Item 18B), times (iii) the number of full months remaining after the date of the early termination until the scheduled Lease End (Item 18A).

Your Independent Appraisal Right To the extent your early termination liability takes into account the value of the Vehicle at termination, you may get a professional appraisal of the Vehicle's fair market wholesale value. If you do so within a reasonable time, we will use the appraised value as the Fair Market Wholesale Value. The appraiser must be an independent third party. You and we must agree on the appraiser. You must pay for any appraisal. The appraisal will be binding.

23 OTHER TERMS AND CONDITIONS

(a) **Insurance** For the duration of the Lease term, and until you return the Vehicle, you agree to maintain the amounts and types of primary insurance as indicated in Item 18 on page 2 of this Lease in your name. Insurance may be obtained by you from anyone reasonably acceptable to us. You must indicate us or anyone we require as an additional insured and loss payee on your policy. Your policy must state that we will be given at least 10 days' notice of any material coverage change, reduction, or cancellation. If your insurer does not pay a claim for any reason, it will mean that you have not maintained the required insurance. You will pay for any loss we incur because you do not maintain required insurance or because the insurer does not pay a claim. If you fail to obtain and maintain the required insurance, we may, if we choose, buy it for you. We may add the amount we pay for this insurance to your unpaid Lease obligations and charge rent on the amount added, or at our option, ask you to pay it right away. If we decide to buy this insurance, we may either buy insurance that covers your interest and our interest, or buy insurance that covers only our interest, unless the law requires us to buy insurance that also protects your interests. If the Vehicle is damaged, stolen, or destroyed, and money becomes available from insurance, a judgment, a settlement, or the like, we will be entitled to the money. If the Lease ends in connection with our receipt of the money, we will treat any of the money we do not use to repair the Vehicle as part of the price we received for the Vehicle at disposition.

NOTICE: PHYSICAL DAMAGE OR LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE TO OTHERS IS NOT INCLUDED IN THIS LEASE

- (b) **Total Loss of Vehicle** If the Vehicle is a Total Loss (as described in the second paragraph of Item 22 - Early Termination Liability) during the Lease term, we may at our option agree in writing to continue this Lease and provide you with a substitute vehicle. If you and we do not agree to continue this Lease with a substitute vehicle, we will end the Lease early as described in Item 22 - Early Termination Liability, and you will only owe the amounts described in the following paragraphs of this Item 23(b). But if (a) the Vehicle was forfeited or confiscated under governmental authority, or (b) the Total Loss arose from your fraud, intentional wrongful act or omission, gross negligence, or other failure to use the Vehicle in compliance with this Lease (see Item 23(d)), then you will still owe the Item 22 - Early Termination Liability.

If we receive a settlement under an insurance policy that complies with the requirements of this Lease (see Items 18 and 23(a)), you have gap protection, which means:

Monthly Payment Lease We will deduct the amount of any refunds we receive from canceling optional insurance, maintenance, service, or other contracts included in this Lease from the Adjusted Lease Balance (see Item 22) to compute a net lease balance (the "Net Lease Balance"). If the Net Lease Balance is greater than the insurance settlement we receive, you will owe the excess up to the sum of the following: (i) the amount, if any, by which your insurance deductible exceeds \$1,000 for the insurance settlement we receive, and (ii) the total amount of any deductions from the value of the Vehicle used to compute the insurance settlement we receive due to past due premiums or the condition of the Vehicle before the Total Loss occurred.

If the insurance settlement we receive is more than the Net Lease Balance, you will receive a credit for any excess.

Single Payment Lease You will receive a credit for the Unused Base Scheduled Payment (see Item 22). We will deduct the amount of any refunds we receive from canceling optional insurance, maintenance, service, or other contracts included in this Lease from the sum of the Adjusted Lease Balance (see Item 22) and the Unused Base Scheduled Payment to compute a net lease balance (the "Net Lease Balance"). If the insurance settlement we receive is more than the Net Lease Balance, you will also receive a credit for the excess.

If the Net Lease Balance is more than the insurance settlement we receive, you will owe the excess up to the sum of the following: (i) the amount, if any, by which your insurance deductible exceeds \$1,000 for the insurance settlement we receive, and (ii) the total amount of any deductions from the value of the Vehicle used to compute the insurance settlement we receive due to past due premiums or the condition of the Vehicle before the Total Loss occurred.

If we do not receive a settlement under an insurance policy that complies with the requirements of this Lease (see Items 18 and 23(a)), you will owe us: (i) the Actual Cash Value of the Vehicle (see definition below), minus (ii) any part of your insurance deductible that you pay us, minus (iii) any settlement we receive from your insurance company, minus (iv) any amount we receive for selling the Vehicle as salvage, minus (v) if this is a single payment lease, the Unused Base Scheduled Payment (see Item 22), minus (vi) the Additional Credits (see Item 23(s)), plus (vi) if the Vehicle is returned to us, the Item 4A Disposition Fee unless this fee is waived under Item 23(j); if the amount we figure in the preceding sentence is less than zero, we will give you a credit for that amount.

In addition to the amounts described above, you will also owe us the Additional Amounts Due (see Item 23(s)). You will receive a credit for the Additional Credits only as described in this Item 23(b).

Definition of Actual Cash Value of the Vehicle The Actual Cash Value of the Vehicle is (i) the retail value of the Vehicle on the date of the Total Loss, as listed in a recognized national or regional guidebook for used vehicle values with no deductions for prior damage or the condition of the Vehicle, or (ii) if no such guidebook values are available, our estimate, based on the best data reasonably available to us, of the retail value of the Vehicle on the date of the Total Loss, with no deductions for prior damage or the condition of the Vehicle.

- (c) **Standards for Wear and Use** You agree to pay an excess mileage charge as indicated in Item 9 and an excess wear charge, at the early end of this Lease to the extent provided for in Item 22 or all the Scheduled Lease End (Item 19). Excess wear is wear beyond the minor wear reasonably expected to result from ordinary use of the Vehicle, assuming you maintain the Vehicle as this Lease requires (Item 23(j)) and use the Vehicle as this Lease permits (Item 23(i)). The excess wear charge will be our actual or estimated cost of repairing any excess wear. (We do not have to make the repairs.) Repairs, including tires, must be made with original equipment manufacturer's parts or those of equal value or quality. These include but are not limited to those necessary to repair or replace: painting or refitting the Vehicle or modifying its V.I.N., accessories, equipment or parts that have been added, removed, damaged or modified (including missing keys or remote entry devices) without our prior written permission; road damage, chips, scratches, cracks, plugs/fixing, staining, corrosion or damage to the glass, paint, body, bumpers, suspension, engine, powertrain, frame, wheels, floor coverings, seats or any other part of the interior; mechanical or electrical malfunction, upholstery, interior or trunkliner damage, stains or tears, dent/dent or marring, or damage from water, sand, or freezing; inoperable lights; tires that have sidewall plugs, gouges, cuts or exposed cords or are not part of a matching set of five tires or of unequal quality to the originals (or four with a spare of quality and type as the original), one or more tires with less than 1/8 inch of tread remaining at the shallowest point; any condition that renders the Vehicle unsafe, incapable of passing any required inspection or makes the Vehicle run noisy, rough or uneasily; and any other wear beyond normal wear. You will not owe a charge for excess mileage or excess wear if you purchase the Vehicle.
- (d) **Security Deposit** If you paid a security deposit this paragraph applies. Unless required by law, we do not keep the security deposit separate in a bank or earmarked on our books. We may apply some or all of the security deposit to any amounts you owe under this Lease, or, if you exercise your purchase option, to the price of the Vehicle. Any unused security deposit will be returned to you at the end of the Lease. We have no fiduciary duty to you with respect to the security deposit unless such duty is imposed by law. No interest, increase, or profit on the security deposit will accrue or be paid to you.
- (e) **Option to Purchase Vehicle** You have the option to buy the Vehicle at any time from a party designated by us. If you do, you agree to re-register and re-title the Vehicle in your name no later than 30 days from the time you purchase it. If you fail to do so, we reserve the right to cancel the registration. Before the Scheduled Lease End (Item 19A), the price will be the Adjusted Lease Balance (see Item 22) plus the Item 9 Purchase Price minus the Item 7D Residual Value. At the Scheduled Lease End (Item 19A), the price will be the Item 9 Purchase Price. At either time, you must also pay the Additional Amounts Due and we will apply the Additional Credits to the amount you owe (see Item 23(s)).
- (f) **Return of the Vehicle** If you do not exercise your purchase option, you will return the Vehicle to us at a GM dealership or other place we designate when this Lease ends. If you return the Vehicle to us at a place other than a GM dealership or other place we designate, you will pay a charge of \$75 for improperly returning the Vehicle. You agree to make the

Vehicle available for inspection at our request. When you return the Vehicle, you must give us a completed, signed odometer disclosure statement. You will also owe us the Additional Amounts Due and we will apply the Additional Credits to the amount you owe (see Item 23(s)). If you keep the Vehicle after the Scheduled Lease End (Item 19) unless you return it within any grace period we offer, you will pay us at the beginning of each month for any part of a month you keep the Vehicle, an amount equal to:

- For a monthly payment lease, the Item 7M Total Scheduled Payment;
- For a single payment lease, the Item 7M Total Scheduled Payment divided by the number of months in the Lease term (Item 19B).

Your payment does not permit you to keep the Vehicle unless you get our permission in advance. Upon return of the Vehicle on or after the Scheduled Lease End (Item 19), you will also pay us the total of the following amounts: the Item 4A Disposition Fee unless this fee is waived under Item 23(i); an excess mileage charge for any miles in excess of the permitted mileage during the scheduled Lease term at the rate per mile shown in Item 8; an excess wear charge (Item 23(c)); the Additional Amounts Due (see Item 23(s)). We will apply the Additional Credits to the amount you owe (see Item 23(s)).

- (g) **Maintenance** You will maintain the Vehicle in good working order and repair. You will pay all operating costs, such as gasoline, oil, and replacement tires. You will, at your expense, service the Vehicle according to the owner's manual maintenance schedule. If the Vehicle is recalled, you will have the recall repairs or service performed. You will use original equipment manufacturer's parts or those of equal value or quality in the maintenance and service of the Vehicle. We may but are not required to provide you with a replacement vehicle for any reason. You will maintain and keep in the Vehicle a record of all maintenance performed on the Vehicle. This maintenance record will be available to us at any time, and will be provided to us at the end of the Lease.
- (h) **Registration, Parking Tickets, Tolls and Taxes** You must keep the Vehicle currently registered. You must pay all parking tickets, tolls and traffic fines relating to the Vehicle. If you do not pay such tickets, tolls and fines, we may do so for you, and you will pay us upon demand. We may add the amount to what you owe us if you do not pay us when we make demand. You must pay when due or reimburse us if we pay for you, all government charges, fees and taxes whether assessed on you, us, or the Vehicle. You will not have to pay our income taxes. If you do not pay the charges, fees and taxes, and interest or penalties are assessed (unless the interest or penalties are a result of our negligence), you must pay the interest or penalties when due or reimburse us if we pay them. You must pay personal property taxes, ad valorem, sales, use or similar taxes assessed on the Vehicle, whether such fees or taxes are billed during or after the Lease term, and whether you are billed for them by the government or whether we pay them and bill you for them or include the amount of such taxes as part of your scheduled payment. We may charge your scheduled payment if taxes change. 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 the Item 15 Administrative Fee. When this Lease ends, you will pay us our estimate of any unpaid fees or taxes if we ask you to do so.
- (i) **Use of the Vehicle** You will keep the Vehicle free from any liens or claims. You have the risk of loss, and are responsible for the Vehicle's damage or destruction. You will not: • Use the Vehicle illegally, improperly such as for towing that exceeds the manufacturer's towing recommendations, or for hire; • Without our prior written consent, alter or install equipment that makes the Vehicle unsafe or unlawful to operate; • Use the Vehicle in a manner that your insurance policy prohibits or in a way that produces unusually high depreciation; • Allow unlicensed drivers to drive the Vehicle; • Use the Vehicle for more than 30 days outside the state where you originally registered the Vehicle without our prior written permission; • Take the Vehicle out of the United States without our written consent except for trips to Canada that do not exceed 30 days; • Change the Vehicle without our written consent. You will not let anyone use or do any of these things.
- (j) **Indemnification** We are not responsible for any injuries, damages, expenses or claims, including claims for attorney fees or under the strict liability doctrine, caused by the maintenance, condition, or operation or use of the Vehicle. You agree to indemnify and hold us (and our assignees, successors, agents, and insurers) harmless for all such injuries, damages, expenses and claims.
- (k) **Assignment of Returned Premiums and Other Amounts** You assign to us any unearned returned premiums or charges or other amounts relating to insurance or any optional product or service sold in connection with this Lease and returned or paid to us. We will use these amounts to reduce amounts you owe under the Lease. You will earn no interest, increase, or profit with respect to such property.
- (l) **Your Odometer Obligations** You will maintain the odometer of the Vehicle so that it always reflects the Vehicle's actual mileage. If the odometer is at any time inoperable, you will provide us with reasonable evidence of the Vehicle's actual mileage. If you are unable to do so, you will pay us our reasonable estimate of any reduction of the Vehicle's fair market value caused by the inability to determine the Vehicle's actual mileage. You will provide us with an odometer certification at any time we request one. We may request more than one certification during the term of this Lease.
- Important Note:** Federal law requires you to tell us the Vehicle's mileage in connection with a transfer of Vehicle ownership. You may be fined and/or imprisoned if you do not complete the disclosure or if you make a false statement.
- (m) **Assignment and Transfer of the Vehicle** You may not assign the Lease or transfer the Vehicle without our prior written permission. We may assign all of our rights under this Lease. Any person to whom this Lease is assigned may reassign it. Any sale and assignment by us will not be considered to change materially your duties, burden, or risk under the Lease.
- (n) **Ownership** We are the sole owners of the Vehicle including original accessories and any installed after the Lease begins. This is a true lease for tax and other purposes and we receive all benefits of ownership. We have not given you any information or advice regarding possible tax consequences under this Lease.
- (o) **Inspection** Upon reasonable notice to you, at any reasonable place and time we choose we may inspect this Vehicle and you agree to cooperate with such inspection.
- (p) **Waiver** We may delay or refrain from enforcing any of our rights under this Lease without losing them.
- (q) **Giving Notice** Notices may be given personally or sent by first class mail. Notice mailed to us must be sent to the address shown in this Lease or as we otherwise direct from time to time. Notices shall be deemed given to us when they are personally given or actually received at our address. Notices shall be deemed given to you when they are personally given or when placed in the mail, addressed to you at your address then shown on our records, even though you might not actually receive our mailed notice. You agree that 10 days' notice is a reasonable notice period, unless state law requires a longer period, in which case you agree that the state required period is reasonable.

- (f) **CONSENT TO AUTODIALED CALLS AND TEXTS** Except as limited by applicable law, you authorize us (which includes, for the purposes of this paragraph, our agents and representatives) to contact you in order to provide you with information about your account (including information about missed payments or billing issues) using any of the following or a combination thereof: automatic telephone dialing systems, artificial or prerecorded voice message systems, and text messaging systems. You authorize us to make such contacts using any telephone numbers (including wireless, landline and VOIP numbers) you have supplied or will supply to us. You understand that anyone with access to your telephone may listen to or read the messages we leave or send you, and you agree that we will have no liability for anyone accessing such messages. You further understand that, when you receive a telephone call or text message, you may incur a charge from the company that provides you with telecommunications, wireless and/or data services, and you agree that we will have no liability for such charges. You agree that you are the owner and/or primary user of any number you provide to us and that you will notify us if this is no longer the case as to any such number.
- (g) **Additional Amounts Due and Additional Credits** Regardless of how this Lease ends you will owe us the following amounts: Any official fees and taxes related to the termination. Any other amounts due under this Lease including any unpaid late charges or other amounts due because you failed to meet your obligations under this Lease. If the Lease ends early we may cancel any optional insurance, maintenance, service, or other contracts included in this Lease or claim benefits under them to reduce what you owe or "rescue" the Vehicle. If the sum of the amounts you owe under this Lease exceeds the sum of the credits, you will owe us the difference. If the sum of the credits exceeds the amounts you owe, we will refund the difference to you.
- (h) **Disposition Fee Waiver** The Item 44 Disposition Fee will be waived if, within 30 days after this Lease ends, you enter into a motor vehicle lease or installment sale contract for a new General Motors vehicle that the dealer assigns to GM Financial or GM Financial Leasing.
- (i) **Limited Power of Attorney** If there is any damage or loss to the Vehicle, you agree that we or our agent may settle any insurance claim or sign your name on any life or registration or on any check or draft we receive for that Vehicle damage or loss.
- (j) **Connected Vehicle Information** We may access diagnostics, including trouble codes and customary status from the Vehicle, to provide you with information, such as alerts and offers for products or services. We may access the location of the Vehicle for security purposes, such as to determine if the Vehicle has been returned and to manage the Vehicle and its transport upon return. We may access odometer information during the Lease to obtain compliance mileage for compliance reasons or to provide you with information, such as alerts, and offers for products or services. We may also access location of the Vehicle for collection and recovery.

Before returning the Vehicle, you should delete all personal information, such as contacts, address book lists, and saved email addresses, from the Vehicle's system. We may but are not required to delete this information if you do not. After the Vehicle is returned, we may access information about the use of the Vehicle including mileage, impact data, air bag deployment, repair history, use of the Vehicle by state, and driving behavior for valuation purposes, such as to identify excess wear, price and value the Vehicle and to determine whether the Vehicle needs repairs or other services. We may also use the kinds of connected vehicle information described above to help us confirm you are complying with your obligations under this Lease as well as for inspection purposes. We will only access and use the information described above to the extent allowed by applicable law. We will obtain any additional consents required by applicable law to access and use this information.

- (w) **CLASS ACTION WAIVER** You agree to waive any right you have to participate as a class representative or class member on any class claim you have against us.
- (x) **General** If any part of this Lease is invalid, unenforceable or illegal in any jurisdiction, the part that is invalid, unenforceable or illegal will not be effective as to that jurisdiction. The rest of the Lease will be enforceable except as provided in the Arbitration Provision, below. This Lease is our entire agreement. We have made no promises to you not contained in this Lease. If any part of this Lease is found by a court or other dispute resolution body to be void or unenforceable, this Lease is to be read as if that part were never contained in this Lease.
- (y) **Electronic Contracting and Signature Acknowledgment** You agree that (i) this Lease is an electronic contract executed by you using your electronic signature, (ii) your electronic signature signifies your intent to enter into this Lease and that this Lease is legally valid and enforceable in accordance with its terms to the same extent as if you had executed this Lease using your written signature and (iii) the authoritative copy of this Lease ("Authoritative Copy") shall be that electronic copy that resides in a document management system designated by us for the storage of authoritative copies of electronic records, which shall be deemed held by us in the ordinary course of business. Notwithstanding the foregoing, if the Authoritative Copy is converted by printing a paper copy which is marked by us as the original (the "Paper Contract"), then you acknowledge and agree that: (1) your signing of this Lease with your electronic signature also constitutes issuance and delivery of such Paper Contract, (2) your electronic signature associated with this Lease when affixed to the Paper Contract, constitutes your legally valid and binding signature on the Paper Contract and (3) subsequent to such conversion, your obligations will be evidenced by the Paper Contract alone.

Lessor's Right to Cancel

- a Lessor agrees to deliver the vehicle to you on the date this Lease is signed by Lessor and you. You understand that it may take a few days for Lessor to verify your credit, locate financing for you on the exact terms shown on page 1 of this Lease, and assign this Lease to a financial institution. You agree that Lessor has the number of days stated on page 2 of this Lease to assign this Lease. You agree that: if Lessor is unable to assign this Lease within this time period to any one of the financial institutions with whom Lessor regularly does business under an assignment acceptable to Lessor, Lessor may cancel this Lease. Lessor's right to cancel this Lease ends upon assignment of this Lease.
- b If Lessor elects to cancel per Paragraph a above, Lessor will give you written notice (or in any other manner in which actual notice is given to you). In that event, you may have the option of negotiating and signing a new Lease with different financing terms (for example, a larger down payment, a higher annual percentage rate, a required cosigner, etc.) or you may pay with alternate funds arranged by you.
- c Upon receipt of the notice of cancellation, you must return the vehicle to Lessor within 48 hours in the same condition as when sold other than reasonable wear for the time you had it. Except as described below, Lessor must give you back all consideration Lessor has received from you in connection with this Lease.
- d If you do not return the vehicle within 48 hours after receipt of the notice of cancellation, you agree that Lessor may use any lawful means to take it back (including repossession if done peacefully) and you will be liable for all expenses incurred by Lessor in taking the vehicle from you, including reasonable attorney's fees. If you fail to return the vehicle within 48 hours after receipt of the notice of cancellation, you agree to pay Lessor the charge shown in the Lessor's Right to Cancel provision on page 2 of this Lease for each day you do not return the vehicle after receipt of the notice of cancellation.
- e While the vehicle is in your possession, all terms of this Lease, including those relating to use of the vehicle and insurance for the vehicle, are in full force and you assume all risk of loss or damage to the vehicle. You must pay all reasonable costs for repair of any damage done to the vehicle while the vehicle is in your possession. Lessor may deduct from any consideration due to you under paragraph c above Lessor's reasonable costs to repair the vehicle and any daily charges you incur if you fail to return the vehicle within 48 hours after receipt of the notice of cancellation. If Lessor cancels this Lease, the terms of this Lessor's Right to Cancel provision (including those on page 2 of this Lease) remain in effect even after you no longer have possession of the vehicle.

24. ARBITRATION PROVISION

ARBITRATION PROVISION IMPORTANT AFFECTS YOUR LEGAL RIGHTS

1. EITHER YOU OR WE MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN YOU AND US DECIDED BY ARBITRATION AND NOT IN COURT OR BY JURY TRIAL.
2. IF A DISPUTE IS ARBITRATED, YOU WILL GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.
3. DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.

In this Arbitration Provision "we," "us" or "our" mean the Lessor, and includes our parents, affiliates, subsidiaries, officers, employees, agents, successors, or assigns.

Any claim or dispute, whether in contract, tort, statute or otherwise (including the interpretation and scope of the Arbitration Provision, any allegation of waiver of rights under this Arbitration Provision, and the arbitrability of the claim or dispute) between you and us, which arises out of or relates to your credit application, the Vehicle, this Lease, or any resulting transaction or relationship (including any such relationship with third parties who do not sign this Lease) shall, at your or our election, be resolved by neutral, binding arbitration and not by a court action. If federal law provides that a claim or dispute is not subject to binding arbitration, this Arbitration Provision shall not apply to such claim or dispute. "Claim" does not include personal injury or wrongful death claims.

Any claim or dispute is to be arbitrated by a single arbitrator only on an individual basis and not as a plaintiff in a collective or representative action, or a class representative or member of a class or any class claim. The arbitrator may not preside over a consolidated, representative, class, collective, injunctive, or private attorney general action. You expressly waive any right you may have to arbitrate a consolidated, representative, class, collective, injunctive, or private attorney general action.

You or we may choose the American Arbitration Association (www.adr.org) or National Arbitration and Mediation (www.namadr.com) as the arbitration organization to conduct the arbitration. If you and we agree, you or we may choose a different arbitration organization. You may get a copy of the rules of an arbitration organization by contacting the organization or visiting its website.

Arbitrators shall be attorneys or retired judges and shall be selected pursuant to the applicable rules. The arbitrator shall apply governing substantive law and the applicable statute of limitations. The arbitration hearing shall be conducted in the federal district in which you reside. We will pay the filing, administration, service, or case management fee and the arbitrator or hearing fee up to a maximum of \$5,000, unless the law or the rules of the chosen arbitration organization require us to pay more. You and we will pay the filing, administration, service, or case management fee and the arbitrator or hearing fee over \$5,000 in accordance with the rules and procedures of the chosen arbitration organization. The amount we pay may be reimbursed in whole or in part by decision of the arbitrator if the arbitrator finds that any of your claims is frivolous under applicable law. Each party shall be responsible for its own attorney, expert, and other fees, unless awarded by the arbitrator under applicable law. If the chosen arbitration organization's rules conflict with the Arbitration Provision, then the provisions of this Arbitration Provision shall control.

Any arbitration under this Arbitration Provision shall be governed by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.) and not by any state law concerning arbitration. Any award by the arbitrator shall be in writing and will be final and binding on all parties subject to your limited right to appeal under the Federal Arbitration Act.

You and we retain the right to seek remedies in small claims court for disputes or claims within that court's jurisdiction, unless such action is transferred, removed or appealed to a different court. Neither you nor we waive the right to arbitrate any related or unrelated claims by filing any action in small claims court, by using self-help remedies, such as repossession, or by filing an action to recover the Vehicle to recover amounts you owe under this Lease or for individual or statutory public injunctive relief. Any court having jurisdiction may enter judgment on the arbitrator's award. This Arbitration Provision shall survive any termination, payoff or transfer of this Lease. If any part of this Arbitration Provision other than waivers of class rights is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable. You agree that you expressly waive any right you may have for a claim or dispute to be resolved on a class basis in court or in arbitration. If a court or arbitrator finds that the class arbitration waiver is unenforceable for any reason with respect to a claim or dispute in which class allegations have been made, the rest of this Arbitration Provision shall also be unenforceable.

25. LESSOR'S ASSIGNMENT

Pursuant to the terms of that certain agreement between Lessor and the assignee named below ("Assignee") for the assignment of leases by Lessor to Assignee from time to time, Lessor hereby assigns all right, title and interest in the Lease and the Vehicle and rights the Lessor may have under any guaranty executed in connection with the Lease, with full powers to Assignee to collect and discharge all obligations, any guaranty and this assignment.

LESSOR'S ACCEPTANCE

The Lessor's authorized signature indicates the Lessor has accepted the terms, conditions and obligations of this Lease.

Lessor Name: BUICK CADILLAC LAKELAND

Lienholder Name: CTCNA COLL AGNT

Assignee Name: ACAR Leasing Ltd., Inc

B

Type/Print Name: MGR

Type/Print Title: MGR



FORM NO. GMF-UCL-FL-a-14 (REV. 10/2011)
©2012 The Raymond A. & Raymond B. Company
THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO CONTENT OR
FITNESS FOR PURPOSE OF THIS FORM. CONSULT YOUR OWN LEGAL COUNSEL.

374851

RETAIL LEASE ORDER

DEAL#1004189

CUST# [REDACTED] DATE 02/26/2024

CUSTOMER		DOB		CO-CUSTOMER		DOB	
[REDACTED]		[REDACTED]		N/A		N/A	
ADDRESS				ADDRESS			
[REDACTED]				N/A			
CITY	STATE	ZIP		CITY	STATE	ZIP	
SARASOTA	FL	[REDACTED]		N/A	N/A	N/A	
E-MAIL				E-MAIL			
[REDACTED]				N/A			
HOME PHONE	WORK PHONE	COUNTY		HOME PHONE	WORK PHONE	COUNTY	
[REDACTED]	[REDACTED]	SARASOTA		N/A	N/A	N/A	
STOCK NO	YEAR	NEW	USED	DEMO	EXECUTIVE	MILEAGE	COLOR
[REDACTED]	2024	X				23	WHITE
VIN	MAKE		MODEL		BODY		SALESPERSON 1
[REDACTED]	CADILLAC		Escalade		4WD		VICTOR BERRIOS
							SALESPERSON 2
							N/A

NEW / DEMO AND EXECUTIVE VEHICLE DISCLOSURE

The new, demonstrator or executive Vehicle is leased AS-IS and WITH ALL FAULTS Dealer hereby expressly disclaims all warranties, either express or implied, including any implied warranties of merchantability or fitness for a particular purpose and neither assumes nor authorizes any other person to assume for it any liability in connection with the lease of the Vehicle. The only warranties applying to this Vehicle are those offered by the Manufacturer. The Manufacturer's warranty is not affected by Dealer's disclaimer of warranties. The Customer hereby acknowledges that Dealer has made available "warranty Pre-Sale Information" as disclosed in the Warranty Binders pursuant to the Magnuson-Moss Warranty Act.

Customer [REDACTED] Customer N/A

THIS VEHICLE WAS DELIVERED TO A PREVIOUS PURCHASER

Customer [REDACTED] Customer [REDACTED]

USED VEHICLE DISCLOSURE

This used Vehicle has been previously driven by others and Dealer has not made any representation regarding the Vehicle's history. Customer acknowledges that no representation has been made by any agent of Dealer (i) regarding the history, condition, prior repair or maintenance, safety system or suitability of the Vehicle, or (ii) that it has or has not ever sustained damages prior to this Order, nor does Dealer have the obligation to make any such disclosure. Customer understands that s/he may return a third-party to provide information regarding the Vehicle's history and that Dealer encourages Customer to do so. Customer may also make arrangements to have the Vehicle inspected by a person of Customer's own choosing. Customer further acknowledges that Customer has test driven this Vehicle and it meets Customer's satisfaction or Customer has been offered an opportunity to do so, and has declined. Except as otherwise set forth on the window form (Buyer's Guide), this Vehicle is leased "AS IS and WITH ALL FAULTS," without any warranty and Dealer hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any person to assume for it any liability in connection with the sale of the Vehicle. The manufacturer warranty, if any, has been fully explained. If the Vehicle is designated as a certified vehicle, that indicates that it has qualified for a limited extension of the Manufacturer's original warranty as set forth on the Buyer's Guide. The certified designation does not alter or modify any of the above disclaimers and waivers nor does it create a Dealer warranty. It also does not mean that the Vehicle, like all used vehicles, will not suffer mechanical breakdowns, nor need maintenance due to wear and tear.

The Vehicle was previously a N/A (enter short-term rental, taxicab, police vehicle, manufacturer buy-back, rebuilt, glider kit, replica or flood vehicle)

Customer [REDACTED] Customer N/A

Used Car Buyers Guide: The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

Guía para compradores de vehículos usados: La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

LEASE INFORMATION

Cash Price of Vehicle	116915.00
Extended Service Plan	N/A
Accessories / Options	N/A
TIRE AND WHEEL	701.00
N/A	N/A
ZURICH SHIELD	1595.00
ZURICH SELECT PROTECTION	550.00
N/A	N/A
N/A	N/A
SUBTOTAL CAPITALIZED COST	119761.00
Predelivery Service Charge**	999.00
Electronic Registration Filing Fee**	243.00
TAG AGENCY FEE**	79.00
** These charges represent costs and profit to the dealer for items such as inspecting, cleaning and adjusting vehicles, and preparing documents related to the sale.	
Florida New Tire Fee & Lead Acid Battery Fee	6.50
TOTAL AMT DUE AT INCEPTION	20000.00
Sales Tax 7.0000%	117.46
Rental Surcharge	60.00
County Tax	
Lemon Law - Warranty Enforcement Act (New Cars Only)	2.00
Florida Title, Registration and License Fees (New Trans)	
☐ If box is checked this is an estimate	241.00
TAX ON UPFRONTS	97.13
Trade Pay-off / Balance on Prior Lease	N/A
Pre-owned Allowance &/or Discount	N/A
TOTAL CAPITALIZED COST	120456.00
Net Trade Equity Applied Towards Lease inception costs and/or capitalized cost reduction	N/A
Additional Amounts Paid Towards Lease inception costs and/or capitalized cost reduction	15657.13
Rebates	N/A

7210111SBC-FI

LEASE FINANCING / CREDIT APPROVAL

DEAL#1004189

This is an Order to lease a vehicle. This is not the Lease Agreement. The lease terms will be contained in a Lease Agreement which Customer will be required to execute. The lease financing terms will be a function of, among other things, Customer's credit and market forces. The Lease Agreement may also contain bank / acquisition fees, ancillary products, disposition fees and may require money paid at lease inception and/or a payment to reduce the capitalized cost which may vary from the amounts shown herein. Customer may arrange for lease financing through Dealer or a financing entity of Customer's choosing and Customer may be able to obtain more favorable lease financing from third parties. The Lease Agreement to be entered between Dealer and Customer, unless otherwise indicated in writing by Dealer, shall be immediately assigned by Dealer to a bank / finance company (at face value or greater) which shall then be the creditor to whom Customer shall be obligated under the Lease Agreement. Customer also understands that (i) the monthly lease payment pursuant to the lease agreement for the lease of an automobile may be negotiated with Dealer, and (ii) Dealer may receive some compensation for providing the lease financing and selling other products and services. Should Customer fail to execute a Lease Agreement, this Order shall be deemed terminated by Dealer without further notice. Similarly, Dealer may terminate this Order if Dealer cannot obtain credit approval for Customer or if Dealer is unable to sell Customer's Lease to a financial institution at face value or greater (these acts shall be collectively referred to as "Leasing Approvals"). Dealer's right of termination cannot be waived unless in writing. Leasing Approvals are not typically obtained at the time of the Vehicle's delivery and are beyond Dealer's control. Should Customer take delivery of the Vehicle prior to Dealer's obtaining the Leasing Approvals, Customer understands and acknowledges that pending the Leasing Approvals, delivery of the Vehicle to Customer serves as a convenience to Customer only and Customer does not have, nor will acquire, any rights or interests in the Vehicle by such delivery except Dealer's permission to use it, which permission can be revoked, requiring the Vehicle's immediate return to Dealer in the same condition as it existed when delivered to Customer. In the event of the return of the Vehicle, Customer agrees to pay Dealer the amount of any depreciation, repair costs and any damage to the Vehicle while it is in the possession of the Customer. Customer agrees that in no event shall the vehicle be physically removed more than one-hundred (100) miles from the County in which Dealer is located until the Leasing Approvals are obtained. Additionally, the obtaining of the Leasing Approvals are a condition precedent to the enforcement and validity of the Lease Agreement.

Customer: [Redacted] Customer: [Redacted] N/A

TRADE-IN 1

☐ Private Trade ☐ Lease Walk Away

Year	N/A	Make	N/A	Model	N/A	Color	N/A
VIN	N/A	Mileage			N/A		
1 st Lien to	N/A	Amount			N/A	Good Thru	N/A
2 nd Lien to	N/A	Amount			N/A	Good Thru	N/A
Authorized by	N/A						

TRADE-IN 2

☐ Private Trade ☐ Lease Walk Away

Year	N/A	Make	N/A	Model	N/A	Color	N/A
VIN	N/A	Mileage			N/A		
1 st Lien to	N/A	Amount			N/A	Good Thru	N/A
2 nd Lien to	N/A	Amount			N/A	Good Thru	N/A
Authorized by	N/A						

Unless specifically identified by Customer in writing and signed by the parties, Customer represents and warrants the following regarding the Trade-In: (i) it was not involved in an accident, (ii) having no knowledge of any body or major engine repair(s), and (iii) it was not previously a police vehicle, a taxicab, a short-term lease (for less than 12 months), also referred to as a rental vehicle, a flood damaged, frame damaged, salvaged or a rebuilt vehicle, and the title to the trade-in has not been branded as such. Subject to the terms and conditions of this Order, Customer authorizes Dealer to immediately sell the Trade-In whether or not the Leasing Approvals have been obtained. Customer agrees that in the event any inquiry reveals any undisclosed lien on the Trade-In, and/or the actual payoff for the disclosed lien on the Trade-In exceeds the Customer's statement of payoff, Customer will cause such previously unknown lien(s) and/or the understated amount of the disclosed lien(s) to be satisfied within 72 hours of Dealer's notice to Customer in writing. If the vehicle(s) listed is a Lease Walk Away, Customer understands that Dealer's agreement to take possession of it is for convenience only and Dealer assumes no responsibility for its condition or any other obligation of Customer with respect to that lease such as remaining payments, excess miles or damage to vehicle, unless otherwise indicated in writing and signed by Dealer.

Customer: [Redacted]
Customer: [Redacted] N/A

DEALER'S RIGHT TO CANCEL - If Customer and Co-Customer sign here, the provisions of the Dealer's Right to Cancel section, which gives the Dealer the right to cancel if Dealer is unable to assign a Lease Agreement signed with this Order within 25 days, will apply. If you fail to return the vehicle within 48 hours after receipt of the notice of cancellation, you agree to pay Dealer a charge of \$ N/A per day from the date of cancellation until the vehicle is returned or repossessed.

X [Redacted]
Customer Signs

X N/A
Co-Customer Signs

Dealer's Right to Cancel

- Dealer agrees to deliver the Vehicle to you on the date the Lease Agreement is signed by Dealer and you. You understand that it may take a few days for Dealer to verify your credit, locate financing for you on the exact terms shown on page 2 of the Lease Agreement, and assign the Lease Agreement to a financial institution. You agree that Dealer has the number of days stated on page 2 of the Order to assign the Lease Agreement. You agree that if Dealer is unable to assign the Lease Agreement within this time period to any one of the financial institutions with whom Dealer regularly does business under an assignment acceptable to Dealer, Dealer may cancel the Lease Agreement. Dealer's right to cancel the Lease Agreement ends upon assignment of the Lease Agreement Contract.
- If Dealer elects to cancel per Paragraph a. above, Dealer will give you written notice (or in any other manner in which actual notice is given to you). In that event, you may have the option of negotiating and signing a new Lease Agreement with different financing terms (for example, a larger down payment, a higher rent charge, a required cosigner, etc.) or you may pay with alternate funds arranged by you.
- Upon receipt of the notice of cancellation, you must return the Vehicle to Dealer within 48 hours in the same condition as when leased other than reasonable wear for the time you had it. Except as described below, Dealer must give you back all consideration Dealer has received from you in connection with the Lease Agreement.
- If you do not return the Vehicle within 48 hours after receipt of the notice of cancellation, you agree that Dealer may use any lawful means to take it back (including repossession if done peacefully) and you will be liable for all expenses incurred by Dealer in taking the Vehicle from you, including reasonable attorney's fees. If you fail to return the Vehicle within 48 hours after receipt of the notice of cancellation, you agree to pay Dealer the charge shown in the Dealer's Right to Cancel provision on page 2 of this Order as may be provided in the Lease Agreement for each day you do not return the Vehicle after receipt of the notice of cancellation.
- While the Vehicle is in your possession, all terms of the Lease Agreement, including those relating to use of the Vehicle and insurance for the Vehicle, are in full force and you assume all risk of loss or damage to the Vehicle. You must pay all reasonable costs for repair of any damage done to the Vehicle while the Vehicle is in your possession. Dealer may deduct from any consideration due to you under paragraph c. above Dealer's reasonable costs to repair the Vehicle and any daily charges you incur if you fail to return the Vehicle within 48 hours after the receipt of the notice of cancellation. If Dealer cancels the Lease Agreement, the terms of this Dealer's Right to Cancel provision (including those on page 2 of this Order and as provided in the Lease Agreement) remain in effect even after you no longer have possession of the Vehicle.

721011SBC-FI

TERMS AND CONDITIONS

A Definitions. As used in this Order the terms (a) "Customer" shall mean the party(ies) acquiring the Vehicle, (b) "Vehicle" shall mean the vehicle which is the subject of this Order, (c) "Manufacturer" shall mean the manufacturer that manufactured the Vehicle, (d) "Trade-In" shall mean the automobile(s), but not a Lease Walk Away, conveyed by Customer to Dealer and described on page 2 of this Order, which is being applied towards the acquisition costs of the Vehicle, (e) "ACV" shall mean the actual cash value of the Trade-In, as determined by the National Auto Research Black Book Official Used Car Market Guide based on its condition, current as of the date of Customer's delivery of the Trade-In to Dealer, or if the Trade-In is too old to be in such guide, the average auction price at the time of this Order at the Central Florida Automobile Auctions (open only to licensed automobile dealerships) of automobiles of similar equipment, condition model and year as the Trade-In, (f) "Pre-owned Allowance &/or Discount" as identified on page 1 of this Order is the sum of the ACV plus any discount and/or credit given by Dealer towards the price of the Vehicle, (g) "Demonstrator" (as defined by Chapter 320, Florida Statutes), commonly referred to as "Demo" will be considered a new Vehicle, and (h) "executive vehicle" refers to a vehicle used exclusively by Manufacturer, its subsidiary, or a dealer for the commercial or personal use of the manufacturer's, subsidiary's, or dealer's employees and is considered a new Vehicle and (i) "Lease Agreement" means an agreement by which the Vehicle is provided on a rental payment basis, subject to agreed upon terms and conditions. Terms in general will be interpreted based on Florida statutory definitions, if any.

B Vehicle. Customer must accept and take delivery of Vehicle within 48 hours from its availability. Failure by Customer to do so shall constitute a material breach of this Order. By taking possession of Vehicle, Customer, unless otherwise confirmed in writing by Dealer acknowledges that Vehicle has no defects, flaws or irregularities that would be detected during a visual examination and that no equipment or option is missing. Dealer shall not be liable for failing to deliver or for any delay in delivery where such failure or delay is due in whole or in part, to any cause beyond the control or without the fault or negligence of Dealer. Manufacturer has reserved the right to change the design of any new motor vehicle, chassis and any accessories or parts thereof at any time without notice and without obligation to make the same or any similar change upon any motor vehicle, chassis, accessories or parts thereof previously purchased by or shipped to Dealer or being manufactured or sold in accordance with Dealer's contracts. In the event of any such change by Manufacturer, Dealer shall have no obligation to Customer to make the same or any similar change in any motor vehicle, chassis accessories or parts thereof covered by this Order either before or subsequent to delivery thereof to Customer. Dealer shall have no duty to disclose intended design changes by Manufacturer. Line item(s) of optional Dealer installed accessories, equipment listed on page 1 of this Order, service contracts or extended service policy shall not be construed as having been produced, supplied, issued by or installed by Manufacturer. With respect to a new Vehicle, all equipment and options existing at the time the Vehicle was shipped by the Manufacturer were produced by the Manufacturer and/or its world wide suppliers. Items installed thereafter may not be products of the Manufacturer. Neither the Manufacturer, nor Dealer warrant these items. Dealer does not warrant or guarantee the mileage indicated on the used Vehicle is accurate or that it may not have been altered by persons in possession prior to Dealer. Customer acknowledges that new vehicles may be delivered by the Manufacturer with some in-transit damage and acknowledges that sometimes new vehicles are damaged from being moved on or around the Dealer's property. Customer acknowledges that Customer may not be advised, except as required by Florida Statutes, if such damage occurs to a new Vehicle and is repaired.

C Trade-In. Customer grants, bargains, conveys, sells, assigns and transfers to Dealer all of Customer's right, title and interest in the Trade-In. Customer fully warrants title to the Trade-In and that it is free and clear of all liens and encumbrances except as otherwise noted herein and will defend same against the claims of all persons whomsoever. Customer agrees to deliver to Dealer satisfactory evidence of title to any Trade-In at the time of its delivery to Dealer. If Customer fails to pay any undisclosed or understated liens, Customer shall be in material breach of this Order. In the event that the Trade-In has more mileage than represented by Customer or any of Customer's representations regarding the Trade-In are false, Customer shall be obligated to pay Dealer the difference between the ACV of the Trade-In as represented and the correct ACV within 10 days from written demand. Dealer may recover all consequential and incidental damages arising from Customer's breach of any warranty regarding the Trade-In. Dealer may reappraise the Trade-In if before its possession is delivered to Dealer, it is damaged or parts or accessories have been removed. If such reappraised value results in a "Pre-owned Allowance &/or Discount" that is lower than the allowance shown herein, Customer may, if dissatisfied therewith, terminate this Order.

D Rebates / Payment / Incentives. Dealer has no obligation to disclose to Customer the availability of any incentives or rebate. All incentives and rebates shown on page 1 hereof are hereby assigned to Dealer. If Customer is receiving a discount or credit based on a specific relationship with the Manufacturer, Customer must furnish all necessary documentation, information, verification and certificates within 30 days. In the event that Customer fails to timely do so or in the event any moneys to be paid at inception are not paid or non-negotiable (i.e., NSF), Customer shall be in breach of this Order.

E Mandatory Mediation. Before any party institutes an action, other than one that is expressly outside the scope of the arbitration provision, the parties must first mediate the dispute before a court certified mediator, which mediation shall be conducted in the county where the Dealer is situated. The parties shall jointly select the mediator and equally divide the cost of the mediation. The parties shall use good faith in selecting the mediator and participating in the mediation.

F Additional Equipment and Accessories. If the vehicle has equipment or accessories other than as described on the Manufacturer's window sticker, such items may have been fabricated or distributed by other than the Manufacturer and may not be endorsed

by the Manufacturer. In such instance(s), the equipment or accessory will not be covered by the Manufacturer's express limited warranty covering the Vehicle. Check with Dealer for a list of any such equipment or accessory on the Vehicle.

G Miscellaneous. This Order shall survive the execution of the Lease Agreement. To the extent any terms herein conflict with the terms of the Lease Agreement (except as to dollar amounts), this Order shall control and govern. Waste tire fees and lead-acid battery fees, if applicable and if included in the price of Vehicle, are payable to the State of Florida, Department of Revenue. Dealer is not the agent of the Manufacturer. This Order cancels and supersedes any prior contract and comprises the complete and exclusive statement of the terms of the Order relating to the subject matters covered hereby, and constitutes the entire Order between the parties. There are no representations or contracts between the parties except as set forth herein or contemporaneously executed. This Order may not be changed, modified or extended except by an instrument in writing and signed by the parties. In the event this Order or any other contract or document executed by Customer contains a clerical or computation error or if additional documentation is necessary in order to effectuate the parties' intent, Customer agrees to cooperate with the execution of such (corrected) documentation and produce the additional documentation. Should Customer unreasonably refuse to give such cooperation, Customer shall be in material breach of this Order. By execution of this Order, Customer certifies being 18 years old or older. Customer has read, understands and accepts all provisions of this Order and the Warranty Statement. The parties enter into this Order freely and voluntarily in the absence of any duress or coercion. Customer agrees to pay, unless prohibited by law, any and all taxes applicable to this transaction, regardless of which party may have the primary tax liability therefor. The Florida Title, Registration and License fees are the result of a highly complicated formula. As a result, the amounts charged may only be estimates. If the amount of taxes and government fees identified on page 1 hereof is less than the correct amount, Customer shall be obligated to Dealer for such difference. If the amount charged exceeds the correct amount, Dealer shall refund to Customer the difference. Dealer's obligations and rights hereunder may be assigned as this Order shall inure to the benefit of Dealer, its successors and/or assigns. All paragraph headings set forth in this Order are intended for convenience only and shall not control or affect the meaning or construction of the provisions hereof. All remedies afforded in this Order shall be taken and construed as cumulative, that is, in addition to every other remedy provided therein or by law. The failure of Dealer to enforce at any time any of the provisions of this Order, or to exercise any option herein provided, or to require at any time performance by Customer of any of the provisions hereof, shall in no way be construed to be a waiver or create an estoppel from enforcement of such provisions, nor in any way to affect the validity of this Order or any part thereof, or the right of Dealer to thereafter enforce each and every such provision, or to seek relief as a result of the prior breach. This Order is an essential document to any claim by Customer against Dealer in connection with the leasing of the Vehicle.

H Termination. In the event this Order is terminated by either Dealer or Customer as permitted by this Order, including, but not limited to the failure to obtain Lease Approvals: (a) Dealer will be entitled to the immediate return of the Vehicle and Customer shall be obligated to return the Vehicle to Dealer within 24 hours of the date of termination, and (b) Customer shall be liable to Dealer for \$1.00 per mile used over and above 25 miles per day average, plus any wear, tear or damage to the Vehicle and diminution in value. In the event that the Vehicle is not returned within this time period, such failure will constitute a material breach of this Order and Dealer shall have those remedies as described in paragraph "I" below. Otherwise, Customer will be entitled to the return of their inception money subject to a lien in favor of Dealer for any amount due it hereunder. If a Trade-In was applied towards the Vehicle's acquisition, it shall be returned to Customer upon payment of a reasonable charge for storage, lien payoffs and repairs (if any) or, if it has been already sold by Dealer, Customer shall be entitled to the "Net Trade-In Proceeds", calculated as follows: the ACV, less the sum of (i) liens, (ii) costs incurred by Dealer to repair and/or ready it for sale, and (iii) a selling commission equal to 15% of the ACV. If the Net Trade-In Proceeds is negative, then Customer shall be obligated to Dealer for that amount.

I Dealer's Recourse. In the event this Order is breached by Customer, Dealer shall (a) have the right to the immediate return of Vehicle and to repossess same, with or without legal action, and to peacefully enter onto any property in which Customer has an interest in order to effectuate such repossession, (b) be entitled to compensation for Customer's use of Vehicle equal to: (i) \$1.00 per mile used, and (ii) \$30.00 for each day Customer is in possession of Vehicle, unless the Vehicle's Cash Price exceeds \$20,000, then \$45.00 per day, (c) be entitled to compensation for any damage, including but not limited to unusual wear and tear to the Vehicle and repossession related charges, as well as detailing and restocking costs, (d) have a lien on any Trade-In or the Net Trade-In Proceeds, and any payments made by Customer hereunder, (e) have the right to attach and perfect a lien against the Vehicle or Trade-In for those amounts due at hereunder, and Customer hereby consents to and authorizes same for which authority Customer grants Dealer an irrevocable power of attorney to record that lien, and (f) be entitled to any other remedy available at law or equity. In the event Dealer repossesses the Vehicle, Customer shall hold Dealer harmless and indemnified from any liability, damages or consequential damages arising out of an authorized repossession, including any claims from third parties asserting an interest in personally left in Vehicle.

J Servicing and Collection Contacts. You agree that we may try to contact you in writing, by e-mail or using prerecorded/artificial voice messages, text messages, and automatic telephone dialing systems, as the law allows. You also agree that we may try to contact you in these and other ways at any address or telephone number you provide us, even if the telephone number is a cell phone number or the contact results in a charge to you.

72101**SBC-FI

ARBITRATION PROVISION
PLEASE REVIEW - IMPORTANT - AFFECTS YOUR LEGAL RIGHTS

1. EITHER YOU OR WE MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN US DECIDED BY ARBITRATION AND NOT IN COURT OR BY JURY TRIAL.
2. IF A DISPUTE IS ARBITRATED, YOU WILL GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS
3. DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.

Any claim or dispute, whether in contract, tort, statute or otherwise (including the interpretation and scope of this Arbitration Provision, and the arbitrability of the claim or dispute), between you and us or our employees, agents, successors or assigns, which arises out of or relates to your credit application, purchase or condition of this Vehicle, this Order and Agreement or any resulting transaction or relationship (including any such relationship with third parties who do not sign this Order and Agreement) shall, at your or our election, be resolved by neutral, binding arbitration and not by a court action. If federal law provides that a claim or dispute is not subject to binding arbitration, this Arbitration Provision shall not apply to such claim or dispute. Any claim or dispute is to be arbitrated by a single arbitrator on an individual basis and not as a class action. You expressly waive any right you may have to arbitrate a class action. You may choose the American Arbitration Association, 1633 Broadway, 10th Floor, New York, New York 10019 (www.adr.org), or any other organization to conduct the arbitration subject to our approval. You may get a copy of the rules of an arbitration organization by contacting the organization or visiting its website.

Arbitrators shall be attorneys or retired judges and shall be selected pursuant to the applicable rules. The arbitrator shall apply governing substantive law and the applicable statute of limitations. The arbitration hearing shall be conducted in the federal district in which you reside unless the Seller-Creditor is a party to the claim or dispute, in which case the hearing will be held in the federal district where this Order and Agreement was executed. We will pay your filing, administration, service or case management fee and your arbitrator or hearing fee all up to a maximum of \$5000, unless the law or the rules of the chosen arbitration organization require us to pay more. The amount we pay may be reimbursed in whole or in part by decision of the arbitrator if the arbitrator finds that any of your claims is frivolous under applicable law. Each party shall be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator under applicable law. If the chosen arbitration organization's rules conflict with this Arbitration Provision, then the provisions of this Arbitration Provision shall control. Any arbitration under this Arbitration Provision shall be governed by the Federal Arbitration Act (9 U.S.C. § 1 et seq.) and not by any state law concerning arbitration. Any award by the arbitrator shall be in writing and will be final and binding on all parties, subject to any limited right to appeal under the Federal Arbitration Act.

You and we retain the right to seek remedies in small claims court for disputes or claims within that court's jurisdiction, unless such action is transferred, removed or appealed to a different court. Neither you nor we waive the right to arbitrate by using self-help remedies, such as repossession, or by filing an action to recover the Vehicle, to recover a deficiency balance, or for individual injunctive relief. Any court having jurisdiction may enter judgment on the arbitrator's award. This Arbitration Provision shall survive any termination, payoff or transfer of this Order and Agreement. If any part of this Arbitration Provision, other than waivers of class action rights, is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable. If a waiver of class action rights is deemed or found to be unenforceable for any reason in a case in which class action allegations have been made, the remainder of this Arbitration Provision shall be unenforceable.

DO NOT SIGN BELOW UNTIL YOU HAVE READ AND UNDERSTOOD ALL OF THE TERMS AND CONDITIONS CONTAINED ON ALL PAGES OF THIS ORDER. BY SIGNING BELOW, YOU ACKNOWLEDGE THAT EXCEPT AS OTHERWISE PROVIDED IN WRITING, THIS REPRESENTS THE ENTIRE AGREEMENT AND THAT YOU HAVE NOT RELIED ON ANY ORAL REPRESENTATION, PROMISE OR AGREEMENT NOT CONTAINED WITHIN THIS WRITTEN CONTRACT. THIS ORDER IS NOT BINDING UNTIL EXECUTED BY DEALER'S MANAGER. CUSTOMER REPRESENTS AND WARRANTS THAT ALL INFORMATION PROVIDED TO DEALER IN CONNECTION WITH THIS TRANSACTION IS COMPLETE AND ACCURATE. CUSTOMER HAS READ, UNDERSTANDS AND ACCEPTS ALL PROVISIONS OF THIS ORDER AND THE WARRANTY STATEMENT.

Section 501.98, Florida Statutes, requires that, at least 30 days before bringing any claim against a motor vehicle dealer for an unfair or deceptive trade practice, a consumer must provide the dealer with a written demand letter stating the name, address, and telephone number of the consumer; the name and address of the dealer; a description of the facts that serve as the basis for the claim, the amount of damages, and copies of any documents in the possession of the consumer which relate to the claim. Such notice must be delivered by the United States Postal Service or by a nationally recognized carrier, return receipt requested, to the address where the subject vehicle was purchased or leased or where the subject transaction occurred, or an address at which the dealer regularly conducts business.

X _____
 Customer's Signature

X N/A
 Co-Customer's Signature

This Order and Agreement represents the final agreement between the parties related to the sale and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties.

X _____
 Customer's Signature

X N/A
 Co-Customer's Signature

You have read each page of this Order and Agreement, including the arbitration provision on page 4 of this agreement, and agree to its terms. You have received a completely filled in copy of this Order.

Customer Signs X _____

Co-Customer Signs X N/A

Accepted by Dealer X _____

By FI MANAGER

721011'SBC-FI

2024 ESCALADE 4WD SPORT PLATINUM
 G1W CRYSTAL WHITE TRICOAT /V8G
 H0D WHISPER BEIGE/ GIDEON ACCENTS
 ORDER NO. [REDACTED] STOCK NO
 VIN [REDACTED]

GENERAL MOTORS LLC
 RENAISSANCE CENTER
 DETROIT MI 48243-1114
 VEHICLE INVOICE [REDACTED]

*****1737*****12-310705
 MODEL & FACTORY OPTIONS MSRP INV AMT RETAIL - STOCK
 6K10706 ESCALADE 4WD SPORT PLATI 113695.00 108010.25 INVOICE 01/10/24
 FE9 50-STATE EMISSIONS N/C N/C SHIPPED 01/10/24
 G1W CRYSTAL WHITE TRICOAT 1225.00 1114.75 EXP I/T 01/28/24
 L87 ENGINE, 6.2L V8 N/C N/C INT COM 01/29/24
 MHS TRANSMISSION, 10-SPEED AUTO N/C N/C PRC EFF 01/10/24
 KEYS Z2058 Z2058
 WFP-S QTR OPT-1
 BANK PNC BANK
 CHG-TO 31-070
 SHIP WT 5912
 HP 52.9
 GVWR 7600
 GAWR, FT 3700
 GAWR RR 4300
 EMPLOY 105963 75
 SUPPLR 110328.75
 NTR 1/2
 DAN. PLAT
 EMPINC 9116.01
 SUPINC 4751.01

TOTAL MODEL & OPTIONS 114920 00 109125.00 AT 237 111120.00
 DESTINATION CHARGE 1995 00 1995.00
 DEALER IMR CONTRIBUTION 1149 20 ADV 261 1149.20
 LMA GROUP CONTRIBUTION 632 06 EXP 65A 632.06

TOTAL 116915.00 112901 26 PY 310 112901.26
 MEMO TOTAL LESS HOLDBACK AND
 APPROX WHOLESALE FINANCE CREDIT 111764 31

 INVOICE DOES NOT REFLECT DEALER'S ULTIMATE COST BECAUSE OF MANUFACTURER
 REBATES, ALLOWANCES, INCENTIVES, HOLDBACK, FINANCE CREDIT AND RETURN TO
 DEALER OF ADVERTISING MONIES, ALL OF WHICH MAY APPLY TO VEHICLE

CADILLAC LAKELAND



GM Financial



E-Contract

Subaru Lakeland

Applicant(s)

Applicant Name

Co-Applicant Name

Financing Information

Approved Product

Dealer Program

Lease Description

Term

Adjusted Cap Cost (incl TT&L)

Monthly Payment (incl TT&L)

Residual Value

Pricing Tier

LTV Ratio

Reference

Credit Center Name

Credit Center Phone

Credit Center Fax

Funding Phone

Funding Fax

APS #

Vehicle

New/Used

Y/M/M

Trim

VIN #

MSRP

NEW

2024/CADILLAC/ESCALADE AWD

4DR WGN SPORT PLATINUM

\$116,915 00

Stipulations

1 MUST SHOW PROOF OPEN LINCOLNAFS 1529 PIF

Additional Information

-
-
-
-

Comments

(800) 345-8985

(877) 281-2567

(800) 345-8985

(877) 912-9660



2/26/2024 5 18p m
Analyst

CREDIT APPROVAL IS VALID UNTIL 3/27/2024 PROGRAM
ELIGIBILITY IS BASED ON VEHICLE DELIVERY DATE



2/26/2024 5 09p m
Analyst

HIGH PYMNT, MULT OPEN AUTO - WILL RELOOK WITH TRADE



2/26/2024 5 09p m
Analyst

WHO IS DRIVING ALL THE UNITS?

*Participation and Dealer Buy Down amounts are estimates Final Amounts will be available when funded