

Lease #: **L4526**

Lease Date: 02/01/2019



Consumer Motor Vehicle Lease Agreement

A. Parties									
Lessee & Co-Lessee Name & Address				Lessor/Dealer Name & Address					
Lessee John W Doe Co-Lessee Address 11556 Oak St. Hometown WI 55555			ALMSys, Inc. 7281 N Summer Walk Way Prescott Valley AZ 86315						
				R Vohiclo	Description				
	.,					0 " 1		· · · · · ·	16 0 1
New/Used New	Year 2019	Make TOYOTA	Model TUNDRA	Body Style CREW 4X4	Vehicle ID Number 5TFAY5F14KX811269	Cylinders 8	Odometer 311	Key Code	Key Code
IVEW	2019	IOIOIA				-	311		
	C. Federal Consumer Leasing Act Disclosures								
(Itemized below*) payment of \$486.2 payments of \$486 payment will be du		The payment freque payment of \$486.20 payments of \$486.20	uency shall be <u>monthly</u> , with your first <u>20</u> due on <u>03/01/2019</u> , followed by <u>38</u> <u>5.20</u> due on day <u>1</u> of each month. Your final ue on <u>05/01/2022</u> . The total sum of your <u>161.80</u> .		Other Charges (not part of y Disposition fee (if you do not purchase the Vehicle) Purchase fee (if you purchase the Vehicle)		N/A	Total of Payments (The amount you will have paid by the end of the Lease.) \$22,067.53	
			*Itemization	on of Amount Du	l e at Lease Signing or Deliver	rv		1	
Amount due at Lease signing or Delivery: Capitalized cost reduction \$ 1,506.73									
Total \$ 3,105.73 Your monthly payment is determined as shown below: (a) Gross capitalized cost. The agreed upon value of the Vehicle (\$ 48,399.00) and any items you pay over the Lease									
Sec. (2)	•		nce, and any outstanding	•	1979	that radius	(a)	\$ 47,5	565.50
(b) Capitalized cost reduction. The amount of any net trade-in allowance, rebate, noncash credit, or cash you pay that reduces the gross capitalized cost. (c) Adjusted capitalized cost. The amount used in calculating your base monthly payment. (d) Residual value. The value of the Vehicle at the end of the Lease used in calculating your base monthly payment. (d) - \$ 1,506.73					058.77				
(e) Depreciation and any amortized amounts. The amount charged for the Vehicle's decline in value through the normal use and for other items paid over the lease term. (f) Rent charge. The amount charged in addition to the depreciation and any amortized amounts. (g) Total of base monthly payments. The depreciation and any amortized amounts plus the rent charge. (h) Lease term. The number of payments in your Lease. (The payment frequency is monthly.) (h) ÷ 3941.79									
(i) Base monthly payment. (i) = \$ 462.61 (j) Monthly sales/use tax. (j) + \$ 23.59 (k) Other add-ons to the monthly payment. (k) + \$ N/A (l) Total monthly payment. (l) = \$ 486.20						3.59 N/A 36.20			
Early Termination. You may have to pay a substantial charge if you end this Lease early. The charge may be several thousand dollars. The actual charge will depend on when the Lease is terminated. The earlier you end the Lease, the greater the charge is likely to be. Excessive Wear and Use. You may be charged for excessive wear based on our standards for normal use and for mileage in excess of 16000 miles per year at the rate of \$0.14 per mile. The odometer reading not to be exceeded at the scheduled lease end is 52311, Purchase Option at End of Lease Term. You have an option to purchase the Vehicle at the end of the Lease term for \$31,443.00, plus fees and taxes related to the									

purchase. To do so, you must notify us at least 30 days before the scheduled end of Lease.

Other Important Terms. See your Lease documents for additional information on early termination, purchase options, maintenance responsibilities, warranties, late and defau

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

1.	ESTIMATED TOTAL AMOUNT OF FEES AND TAXES DURING THE TERM OF THIS LEASE					920.01				
2. DELINQUENCY AND INSUFFICIENT FUNDS CHARGES. If you do not pay any scheduled payment (other than the final payment) in date on which it was due, you agree to pay us a delinquency charge of \$10.00 or 5.00 % of the unpaid amount, whichever is less. A amounts due under this Lease that have not been paid will earn interest at the rate of 1.50 % per year. In the event that you pay us that has insufficient funds or from a financial institution from which you do not have an account, you agree to pay us a charge of \$15.00 delinquency charge to which we are entitled.				chever is less. After the f nat you pay us under this	inal sche lease fro	eduled payment, any om a financial account				
3.	REQUIRED INSURANCE. DURING THE TERM OF THIS YOURSELF. YOU MAY OBTAIN PROPERTY AND LIAB THROUGH ANY CURRENTLY LICENSED AGENT, AND POLICY, ANY OTHER POLICY WITH SIMILAR COVERANY CURRENTLY LICENSED AGENT. You must provi	ILITY INSURANCE FROM A YOU MAY SUBSTITUTE, AGE ISSUED BY ANY INSU	ANY INSURER AUTHORIZED AT ANY TIME DURING THE I JRER AUTHORIZED TO ISSU	TO ISSUE INSURANCE EASE TERM, FOR AN'	E IN WIS EXISTI	CONSIN AND ING MOTOR VEHICLE				
	(a) Public Liability Insurance that either (i) covers up to <u>\$</u> single limit of <u>\$300,000</u> for bodily injuries or death a									
	WARNING: UNLESS THIS BOX IS		S NO LIABILITY INSUR	ANCE FOR BODII	Y INJ	URY OR				
	PROPERTY DAMAGE INCLUDED IN THIS LEASE. (b) Physical Damage Insurance covering all loss or damage to the Vehicle for the Vehicle's actual value (payable in cash, not by a replacement vehicle), with deductibles of normore than \$500. The policy must show us as the loss payee. If you purchase property insurance through us you will pay \$N/A for an estimated term of N/A months.									
4.	VOLUNTARY INSURANCE. YOU ARE NOT REQUIRED TO PURCHASE CREDIT LIFE OR DISABILITY, ACCIDENT AND HEALTH INSURANCE AND THEY WILL NOT BE PROVIDED UNLESS YOU SIGN AND AGREE TO PAY THE ADDITIONAL COST. If you sign below in (a) or (b), you are requesting such insurance at the cost shown. The cost of these coverages and/or contracts will be included in the capitalized cost of the Vehicle and will be subject to lease charges unless you pay them separately at Leas signing. The terms and conditions of these coverages and/or contracts are shown in the separate notices or agreements given to you when you sign this Lease. Sign in (a) or (b) ONLY if you wish to purchase the insurance.									
	(a) Credit Life Insurance for the Term of this Lease \$\ \bigN/F \\ Coverage Limit: \$\ \bigN/A \\	<u>\</u>	(b) Disability Accident Health Coverage Limit: \$ N/A	Insurance for the Term	of this Le	ease \$ <u>N/A</u>				
	Insured: Lessee Co-Lessee Both;		Insured: Lessee Co-Lessee Both;							
						Lessee's Signature:				
	Co-Lessee's Signature:	Co-Lessee's Signature:				Co-Lessee's Signature:				
5.	WARRANTIES; SERVICE CONTRACTS. You are not required to purchase a service contract or extended warranty as a condition of this lease. UNLESS BOX (b) BELOW IS CHECKED, WE MAKE NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE VEHICLE INCLUDING NO IMPLIED WARRANTIES OF MERCHANTIBILITY OR FITNESS FOR A PARTICULAR PURPOSE.									
	(a) New Vehicle Manufacturer Warranty			(c) Third Party Servi	ce Contr	act or Extended				
	Full Coverage Remaining Coverage	occurs first.	N/A miles, whichever	Term: N/A months	or <u>N/A</u>	_ miles, whichever				
	Expires <u>02/01/2022</u> (date) or <u>36000</u> miles,	Deductible: N/A	Deductible: N/A occurs first. Deductible: Deductible:							
	whichever occurs first.	Percentage of repair co	post to be paid by you: N/A		r cost to	be paid by you: N/A				
	Transfer fee N/A Described or Cancelled Dillinknown Charge: N/A		Oharra MA							
	Expired or Cancelled Unknown			Charge: N/A						
6.	SERVICE AND MAINTENANCE. You are responsible for n keeping the Vehicle in good working order and condition a Vehicle or in any recall notice. The purchase of any service prohibited by law, you grant us a security interest in the be	nd servicing and repairing the or extended warranty in co	ne Vehicle as the manufacturer onnection with this Lease does	recommends in the own not alter your responsibil	er's man ites unde	nual that comes with the er this paragraph. Unless				
7.	EARLY TERMINATION.									
	(a) This Lease may be terminated before the end of its Term (1) voluntarily by you at any time if you return the Vehicle to us; (2) in the event of a total loss or destruction of the Vehicle prior to the expiration of the Lese term; and (3) if you are in default, unless you have cured the default in accordance with rights provided to you by law, if any									
	(b) If this Lease is terminated early under paragraph 7(a)		•	in in accordance with ng	ilo piovi	ded to you by law, if ally.				
	(1) The total amount of any past due payments; plus									
	(2) Any other unpaid amounts you owe under the Le and selling the Vehicle unless prohibited by law,			•	•					
	advance, for the month in which the early termina	(3) Any positive amount determined by crediting the Realized Value against the sum of (i) the balance subject to a rent charge, plus (ii) the rent charges, earned in advance, for the month in which the early termination occurs, calculated in accordance with the actuarial method. The balance subject to a rent charge is the difference between the adjusted capitalized cost, and the sum of the first base lease payment plus all depreciation amounts accrued during the preceding payment periods.								
	(c) If the Lease is terminated because the Vehicle is total required under this Lease, there will be an insurance according to the calculation in paragraph 7(b) is called COLLECT THE GAP AMOUNT IF YOU SATISFY THE	settlement. The difference bed the GAP AMOUNT. You ar	etween the insurance settlementer responsible to pay for this GA	nt and the amount you o AP AMOUNT. HOWEVER	we upon R, WE W	early termination AIVE OUR RIGHT TO				

D. Additional Provisions

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we agree or, if no such agreement is reached, the sum of any insurance proceeds and other amounts received by us as a result of such loss or destruction.

from any other person on account of the total loss or destruction of the Vehicle; (ii) you pay us all amounts past due under the Lease as of the date of our receipt of such

Realized Value: If the Lease is terminated early other than because of the total loss and destruction of the Vehicle, the Realized Value for purposes of paragraph 7(b)(3) is the amount on which you and we agree, or if no such agreement is reached you may obtain, at your own expense and within 7 business days of the early termination date, an appraisal of the Vehicle's wholesale value by a professional appraiser agreed to by us, in which case the appraiser's determination of the Vehicle's wholesale value will be the Realized Value. If neither an agreement is reached nor an appraisal obtained by you, the Realized Value will be the greater of the highest bona fide offer or the actual price that we receive for the commercially reasonable disposition of the Vehicle, after subtracting all reasonable expenses incurred by us in connection with the vehicle's disposition. If this Lease is terminated early because of the total loss and destruction of the Vehicle, the Realized Value will be the amount on which you and

proceeds; and (iii) you pay us the amount of the applicable insurance deductible.

Additional Provisions (continued)

- 8. LOSS OR DESTRUCTION. You are responsible for any damage to or loss, seizure or theft of the Vehicle. You will tell us as soon as possible if the Vehicle is stolen, abandoned, impounded, seriously damaged, or taken by a legal authority. If we determine if damage to the Vehicle is reasonably repairable, you will have it promptly repaired at your expense.
- 9. DEFAULT.
 - (a) You will be in default if any of the following occurs:
 - (1) You have not paid an amount exceeding one full payment for more than ten days after the due date.
 - (2) You fail to observe any other agreement under this Lease, the breach of which impairs the condition, value or protection of, or our rights in the Vehicle or materially impairs your ability to pay amounts due under this Lease. Some of the agreements under this Lease which will be deemed to have this effect if you fail to perform them include, without limitation: (i) your failure to keep in force insurance coverage this Lease requires; (ii) your failure to repair or maintain the Vehicle as the Lease requires; or (iii) if you assign or otherwise transfer this Lease, the Vehicle or your right of use the Vehicle in violation of this Lease.
 - (3) You made a material false statement in your credit application to us that preceded this Lease.
 - (b) If you are in default, we may terminate this Lease at any time before its scheduled end. The amount you owe upon termination because of your default will be determined under paragraph 7. You may by law have the right to cure your default which will prevent us from terminating the Lease if you exercise such right to cure in accordance with the law and you will also be entitled to a hearing on the issue of default before our remedies may be pursued.
 - (c) If you are in default, we will have the right to sue you for damages and to recover the Vehicle and also have the rights and remedies provided by law.
- 10. STANDARDS FOR WEAR AND USE. When you return the vehicle to us:

The Vehicle must be in good working order and condition and not subject to excessive wear and damage. Excessive wear and damage includes, among other things: (1) glass that is damaged or broken or that you have tinted; (2) damaged body, fenders, metal work, trim or paint; (3) missing equipment that was in the Vehicle when delivered and has not been replaced with equipment of equal quality and design; (4) missing wheel covers, jack or wheel wrench; (5) missing or unsafe wheels or tires (including spare) (snow tires are not acceptable); (6) any tire with less than 1/8 inch of tread remaining at the shallowest point; (7) torn, damaged or stained dash, floor covers, seats, headliners, upholstery, interior work or trunkliners; (8) damage or other condition that makes the Vehicle unsafe or unlawful to operate; (9) any mechanical damage or other condition that causes the Vehicle to operate in a noisy, rough or improper manner; and (10) any other damage whether or not covered by insurance. You agree to pay the cost of all repairs needed because of excessive wear and damage and to put the Vehicle in good working order and condition.

- 11. ASSIGNMENT, CLAIMS AND DEFENSES. THE ASSIGNMENT OR OTHER TRANSFER OF YOUR INTEREST IN THIS LEASE OR THE VEHICLE, WHETHER VOLUNTARY OR INVOLUNTARY, IS STRICTLY PROHIBITED WITHOUT OUR PRIOR WRITTEN CONSENT. We reserve the right to grant a security interest in this Lease, or to transfer our interest in this Lease and the Vehicle to a third party of our choice (the "Assignee"). If we do, you agree to make all payments under this Lease to the Assignee. Unless prohibited by the Wisconsin Consumer Act, if you have any complaints, claims, or defenses against us, you must notify us of them in writing within 12 months of the date you are notified of the assignment of this Lease to the Assignee. If you do not, the Assignee will have the right to enforce this Lease free from your claims or defenses against us.
- 12. OWNERSHIP. This is a lease only and not a purchase agreement. We will own the Vehicle. You agree that this Lease is a true lease for tax and other purposes and that we will receive the benefits of ownership. If you do not exercise an option to purchase the Vehicle, if applicable, at the end of the Lease, or if this Lease is terminated early, you must return the Vehicle to our address shown on this Lease or to any reasonable address we give you.
- 13. PROHIBITED USE. You agree that you will not:
 - (a) Use or permit the use of the Vehicle for any illegal purpose or in violation of any law including, without limitation, under the influence of an intoxicant or drug, operation by an unlicensed driver, or in the commission of any crime or illegal activity.
 - (b) Use or permit the use of the Vehicle for an improper purpose including, without limitation, pulling trailers that exceed the manufacturer's trailer towing recommendations, use in a race, speed, or endurance contest, or on a surface not intended for use by the Vehicle.
 - (c) Use or permit the use of the Vehicle to carry persons or property for wage or hire unless otherwise expressly authorized by us in writing.
 - (d) Use or permit the use of the Vehicle outside the state in which it is originally titled for more than 30 consequtive days or outside the United States or Canada for any period of time, without our prior written consent.
 - (e) Add any structural limitation, special equipment or material alteration in painting, lettering or artwork on the Vehicle without our prior written consent (which will be given only on the condition that you will bear the cost of removal and any repair or damage caused by the removal of any such equipment or alterations).
 - (f) Use the Vehicle for any purpose that would cause any insurance covering it to be suspended, cancelled or made inapplicable.
 - (g) Expose the Vehicle to seizure, confiscation, forfeiture or other involuntary transfer.
- 14. OFFICIAL FEES AND TAXES. You agree to pay us all fees and charges for titling, registering, licensing, testing and inspecting the Vehicle that any government authority requires during the Term of this Lease. You agree to pay all taxes related to the Lease or the Vehicle that are levied on you, the Vehicle or on us, except for taxes on our net income. The taxes you must pay will be included in the Payment Due at Lease Signing or your Monthly Payment or separately billed to you by us. We may change your monthly payment for increases and decreases in taxes. If any tax that you have agreed to pay has not been paid in full at the expiration or early termination of this lease, you agree to pay the unpaid amount even if you have paid all of your other Lease obligations and even if you have purchased the Vehicle.
- 15. FINES, LIENS AND ENCUMBRANCES. You agree to keep the vehicle free from all fines, liens, and encumbrances. You will be responsible for any ticket, toll or violation notice for the use, location or condition of the Vehicle. If we receive the ticket, toll or violation notice from the issuer, then upon our request you will either pay the fine and any penalties or reimburse us if we pay the fine and any penalties.
- 16. RETURN OF VEHICLE PURCHASE. You agree to return the vehicle to us or to any reasonable address we give you upon termination of the Lease. If you return the Vehicle at the end of the Lease, and if you have not broken any of your agreements in this Lease, the only amounts you will owe us will be any excess mileage charge and the cost of any repair needed because of excessive wear and damage. If you purchase the Vehicle, the Vehicle will be accepted in its "AS IS WHERE IS" condition. You will also complete any documents we require for the purchase and will pay, in addition to the purchase price, any other amounts due under the Lease at the time of purchase and any official fees and taxes related to the purchase.
- 17. ODOMETER DISCLOSURE REQUIREMENT. Federal and State law require you to disclose the Vehicle's mileage to us at the end of this Lease in connection with a transfer of ownership of the Vehicle. You may be fined and/or imprisoned and may be liable to us for damage if you fail to complete the disclosure or if you make a false statement.
- 18. SECURITY DEPOSIT. If disclosed in this Lease, a refundable security deposit is part of the payment you make when you sign this Lease. We will deduct from the security deposit any amounts you owe under this Lease and do not pay. If any part of the security deposit is left, we will refund that part to you after the end of the Lease. However, we will not pay you interest on the deposit unless required by law. We may comingle the security deposit with other funds.
- 19. INSPECTION. You agree to allow us to inspect the Vehicle at any reasonable time and place. If we ask to inspect the Vehicle, you will tell us the location of the Vehicle. If the Vehicle is damaged, or there is excessive wear and damage, we will decide if the Vehicle should be repaired. Upon request by us, you agree to have the Vehicle repaired promptly.
- 20. INDEMNITY. You will protect us, and anyone to whom we assign this Lease, from all losses, damages, injuries, claims, demands, and expenses arising out of the condition, maintenance, use or operation of the Vehicle. You agree to indemnify and hold harmless us and our assigns from all such losses, damages, injuries, claims, demands, and expenses.
- 21. DELIVERY RECEIPT. By signing this Lease, you agree that (a) you have received and examined the Vehicle described in this Lease, (b) the Vehicle is as described in this Lease, and (c) the Vehicle is in good operating order and condition.

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Additional Provisions (continued)

- 22. ADVANCES ON YOUR BEHALF. If you fail to perform any agreement under this Lease with respect to preserving the Vehicle, or keeping it free from fines, liens or encumbrances, we are authorized to pay such amounts as are necessary for the performance of those agreements on your behalf. If you do not purchase, maintain in force and provide satifactory insurance against loss of or damage to the Vehicle and against liability arising out of the ownership, maintenance or use of the Vehicle, we may purchase motor vehicle insurance to protect our interest in the Vehicle and against our liability arising out of the ownership, maintenance or use of the Vehicle. Any amount paid by us may be the subject of a lease charge from the date the amount was paid by us, as though the amount was part of the capitalized cost and shall be payable by you upon demand. We will give you written notice and reasonable opportunity to perform before we do so if required by the Wisconsin Consumer Act.
- 23. LIMITATION OF REMEDIES. We will not be liable for any consequential damages including, without limitation, any damages of an economic or commercial nature, arising out of or related to this Lease of the Vehicle or its use.
- 24. RISK OF LOSS. The risk of loss of the Vehicle passes to you once you take possession of the Vehicle.
- 25. OTHER AGREEMENTS. You agree:
 - (a) That you have made no material representation on which we relied in entering this Lease;
 - (b) That you will not start any proceeding in bankruptcy, receivership of insolvency, or make any assignment for the behalf of creditors during the Term of this Lease and that any such proceeding commenced against you will be dismissed within 20 days of commencement; and
 - (c) That you will not allow the Vehicle to become lost, stolen, destroyed or rendered unsuitable for use.
- 26. GENERAL. The validity, construction and enforcement of this Lease will be governed by the internal laws of Wisconsin, except that the right to take possession of the Vehicle shall be governed by the state where the Vehicle is located. References in this Lease to "you" and "your" are references to the Lessee and Co-Lessee identified in this Lease. References to "we," "us," and "our" are references to the Lessor identified in this Lease. We may refrain or delay in enforcing any of our rights under this Lease without losing them. Each of you agrees that your obligations under this Lease are joint and several. This Lease benefits us, our successors and assigns, and binds you, your heirs, personal representatives, successors and assigns.

NOTICE OF ASSIGNMENT

This Consumer Motor Vehicle Lease Agreement has been assigned to

Hometown Leasing

, the Assignee, phone . This assignment is made under the terms of a seperate agreement made between the Lessor and the Assignee. This Lease and the rights to payment have been assigned to the Assignee. Please make all payments to that Assignee at the address shown.

IF YOU HAVE ANY COMPLAINTS, CLAIMS, OR DEFENSES AGAINST THE LESSOR NAMED ON THE TOP OF THE FIRST PAGE OF THIS LEASE, YOU MUST NOTIFY THE ABOVE NAMED ASSIGNEE OF THEM IN WRITING WITHIN 12 MONTHS. IF YOU DO NOT, THE ASSIGNEE WILL HAVE THE RIGHT TO ENFORCE THIS LEASE FREE OF SUCH CLAIMS OR DEFENSES, SUBJECT TO THE WISCONSIN CONSUMER ACT.

E. Lessee Signatures

Notice to Lessee and Co-Lessee: By signing below, you agree to lease the Vehicle on the terms and conditions contained in this Lease. This Lease contains the entire agreement between you and us relating to the Lease of the Vehicle. Any change to the terms of this Lease must be in writing and signed by you and us. No oral changes are binding.

I have received a completed copy of this Lease and a separate itemization of the Gross Capitalized Cost.

- (A) THIS IS A MOTOR VEHICLE LEASE. YOU HAVE NO OWNERSHIP RIGHTS IN THE MOTOR VEHICLE UNLESS THIS LEASE CONTAINS A PURCHASE OPTION AND YOU EXERCISE YOUR OPTION TO PURCHASE THE MOTOR VEHICLE.
- (B) DO NOT SIGN THIS LEASE BEFORE YOU READ IT IN ITS ENTIRETY.
- (C) DO NOT SIGN THIS IF IT CONTAINS ANY BLANK SPACES.
- (D) EARLY TERMINATION OF THIS LEASE MAY REQUIRE YOU TO PAY A SUBSTANTIAL AMOUNT.

(E) YOU ARE ENTITLED TO A COMPLETED COPY OF THIS LEASE WHEN YOU SIGN IT.					
x	X				
John W Doe					
Marital Purpose: If you are a married Wisconsin resident, the obligation evidenced by this Lease is being incurred in the interest of your marriage or family.					
x	_				
F. Lessor Signature					
	Rick from ALMSys				
Lessor Authorized Signature	(print name and title of person signing)				

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