

DEFAULT: I will be in default if: (a) I fail to make any payment when due under this Lease; (b) a bankruptcy petition is filed by or against me; (c) a proceeding in receivership is filed by or against me or my property, or I make an assignment for the benefit of creditors; (d) I fail to comply with the insurance requirements of this Lease; (e) I do not repair or maintain the Vehicle as the Lease requires; (f) the Vehicle is lost, stolen, destroyed or determined by Lessor to be unsuitable for use; (g) I fail to answer traffic summons or pay any traffic tickets or other fines when due; (h) the Vehicle becomes subject to a lien; (i) the Vehicle is seized or confiscated for any reason by a law enforcement agency; (j) I break any of my other agreements in the Lease and such breach significantly impairs the prospect of payment, performance, or realization of Lessor's interest in the Vehicle; or (k) I die. **Remedies:** In the event of default, Lessor may do any or all of the following without giving advance notice to me: (a) take any reasonable measures designed either to correct the default or to save Lessor from loss, in which case I will pay Lessor upon Lessor's request for the costs and expenses incurred; (b) terminate the Lease and my rights to possess and use the Vehicle; (c) take possession of the Vehicle by any method or manner permitted by law; (d) determine my termination liability on an early termination basis which I agree to pay immediately; (e) apply my security deposit to any

amounts I owe; and (f) pursue any other remedy permitted by law. All of Lessor's rights are cumulative and the taking of any action will not prevent the taking of any other action. I also agree to pay Lessor for all collection and legal costs, including all reasonable attorneys' fees and court costs Lessor incurs, to the extent permitted by law.

TOTAL LOSS PROTECTION: Total Loss Protection limits the amount I will owe if the Vehicle is lost, stolen or destroyed. If the Vehicle is lost, stolen or destroyed and I have maintained the required insurance coverages and Lessor receives all insurance proceeds, Total Loss Protection will apply and I will only owe Lessor for: (i) past due monthly lease payments and other amounts incurred as of the date of the loss; (ii) the insurance deductible and any amounts deducted from the insurance settlement for other, prior damage, excessive wear, use and mileage; and (iii) applicable taxes and official fees. Lessor waives, **at no cost to me**, its right to collect any amount in excess of these amounts. I agree to consult with Lessor prior to accepting any actual cash value insurance settlement offered by my insurer and to provide Lessor with a copy of the insurer's settlement statement.

ADDITIONAL INFORMATION

OWNERSHIP: This is a lease agreement. Lessor owns the Vehicle. I agree

cover any personal property tax allocation for such year and apply it to the tax