

**UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF KENTUCKY  
LEXINGTON DIVISION**

In Re:	Case No. 25-50863
Lexington Blue, Inc.	Chapter 11
Debtor.	Judge Gregory R. Schaaf

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**MOTION FOR RELIEF FROM AUTOMATIC STAY OF PROPERTY KNOWN AS A  
2024 CHEVROLET SILVERADO - VIN 1GCUDEED9RZ407533**

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ACAR Leasing LTD d/b/a GM Financial Leasing (“Movant,”) hereby moves the Court, pursuant to 11 USC §362(d) to lift the automatic stay as to the personal property known as a 2024 CHEVROLET SILVERADO - VIN 1GCUDEED9RZ407533, so that Movant may enforce its lien against the Debtor as hereinafter described.

In support of its Motion, Movant offers the attached memorandum.

**MEMORANDUM IN SUPPORT OF MOTION FOR RELIEF FROM STAY**

1. Lexington Blue, Inc. filed this Chapter 11 case on June 16, 2025 – referred to as the “Petition Date.”
2. On October 5, 2024, Lexington Blue, Inc. (‘Debtor’) entered into a Closed-End Vehicle Lease Agreement with Dan Cummins of Georgetown, a copy of which is attached to the Proof of Claim. Per the terms of the Lease, the Lease was assigned to Movant. The Vehicle which was the subject of the Lease was a 2024 CHEVROLET SILVERADO - VIN 1GCUDEED9RZ407533 (“Vehicle”) owned by Movant. A copy of the Vehicle title is attached to the Proof of Claim. A copy of the Proof of Claim filed in this case by Movant, along with copies of all relevant supporting documents, is attached hereto.
3. The Vehicle was impounded pre-petition and is currently in the possession of Creditor. Relief from the Automatic stay is needed so Movant may proceed with its State Law rights.
4. The value of the Property is \$42,825.00 according to the NADA Official Use Car Guide.
5. The Debtor is pre-petition due on the Lease account for the May 5, 2025, and June 5, 2025 payments in the amount of \$1,007.25 each, and post-petition due for the July 5, 2025, payment in the amount of \$1,007.25, plus taxes in the amount of \$588.06 and other fees in the amount of \$152.00, for the total arrearage amount of \$3,761.81. Contractual payments owed is \$41,297.25. There is also no evidence that the Vehicle is insured. Cause exists to lift the automatic stay since the interest of the Movant is not being adequately protected

**WHEREFORE**, Movant respectfully requests that this Court enter an Order terminating the Automatic Stay as it relates to the Property to permit Movant to enforce its rights on the property herein described and for other such relief as may be just.

Respectfully Submitted,

/s/ Jon J. Lieberman

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Jon J. Lieberman (86802)

Sottile & Barile, Attorneys at Law

394 Wards Corner Road, Suite 180

Loveland, OH 45140

Phone: 513.444.4100

Email: [bankruptcy@sottileandbarile.com](mailto:bankruptcy@sottileandbarile.com)

Attorney for Movant

### **NOTICE**

Please take notice that parties in interest shall have Fourteen (14) days from the date of this motion within which to file a response to the motion and a request and notice of hearing on such response. If no response is timely filed, the order filed contemporaneously with this motion may be entered by the Court without a hearing on the motion.

### **CERTIFICATE OF SERVICE**

I hereby certify that a copy of the foregoing was served by the method set forth below, upon the below listed parties on July 22, 2025.

#### **By Notice of Electronic Filing to:**

J. Christian A. Dennery, Debtor's Counsel  
[info@bk-lexingtonblue.com](mailto:info@bk-lexingtonblue.com)

Office of the U.S. Trustee  
[ustpreion08.lx.ecf@usdoj.gov](mailto:ustpreion08.lx.ecf@usdoj.gov)

#### **By United States mail to:**

Lexington Blue, Inc., Debtor  
P.O. Box 121241  
Covington, KY 41012

All Creditors on Attached Mailing Matrix

/s/ Jon J. Lieberman

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Jon J. Lieberman (86802)

Sottile & Barile, Attorneys at Law

394 Wards Corner Road, Suite 180

Loveland, OH 45140

Phone: 513.444.4100

Email: [bankruptcy@sottileandbarile.com](mailto:bankruptcy@sottileandbarile.com)

Attorney for Movant

**Fill in this information to identify your case:**

Debtor 1	<u>Lexington Blue, Inc.</u>		
	First Name	Middle Name	Last Name
Debtor 2			
(Spouse, if filing)	First Name	Middle Name	Last Name
United States Bankruptcy Court for the:	<u>Eastern District Of Kentucky</u>		
Case number	<u>25-50863-GRS-11</u>		

## Official Form 410

### Proof of Claim

04/25

**Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.**

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

#### Part 1: Identify the Claim

1. Who is the current creditor?	<u>ACAR Leasing LTD d/b/a GM Financial Leasing</u> Name of the current creditor (the person or entity to be paid for this claim) Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	[X] No [ ] Yes. From Whom? _____	
3. Where should notices and payments to the creditor be sent?	Where should notices to the creditor be sent?	Where should payments to the creditor be sent (if different)?
Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	<u>ACAR Leasing LTD d/b/a GM Financial Leasing</u> <u>ACAR Leasing LTD d/b/a GM Financial Leasing</u> <u>PO Box 183853</u> <u>Arlington, TX 76096</u>	<u>ACAR Leasing LTD d/b/a GM Financial Leasing</u> <u>ACAR Leasing LTD d/b/a GM Financial Leasing</u> <u>PO Box 183853</u> <u>Arlington, TX 76096</u>
	Contact phone <u>(877) 203-5538</u>	Contact phone <u>(877) 203-5538</u>
	Contact email _____	Contact email _____
	Uniform claim identifier (if you use one) _____	
4. Does this claim amend one already filed?	[X] No [ ] Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	[X] No [ ] Yes. Who made the earlier filing? _____	

**Part 2: Give Information About the Claim as of the Date the Case Was Filed**

6. Do you have any number you use to identify the debtor?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: 5399
7. How much is the claim?  CLAIMANT RESERVES THE RIGHT TO AMEND CLAIM	<u>\$41,297.25 plus any amount that may be due at lease termination.</u>  Does this amount include interest or other charges? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).
8. What is the basis of the claim?	Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information.  <u>Motor Vehicle Lease</u>
9. Is all or part of the claim secured?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. The claim is secured by a lien on property.  Nature of property: <input type="checkbox"/> Real estate. If the claim is secured by the debtor's principal residence, file a Mortgage Proof of Claim Attachment (Official Form 410-A) with this Proof of Claim <input checked="" type="checkbox"/> Motor vehicle <u>2024 Chevrolet Silverado</u> <input type="checkbox"/> Other. Describe: _____  Basis for perfection: <u>certificate of title</u> Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)  Value of Property: _____ Amount of the claim that is secured: _____ Amount of the claim that is unsecured: _____ (the sum of the secured and unsecured amounts should match the amount in line 7.)  Amount necessary to cure any default as of the date of the petition: _____  Annual Interest Rate (When the case was filed) _____ <input type="checkbox"/> Fixed <input type="checkbox"/> Variable
10. Is this claim based on a lease?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Amount necessary to cure any default as of the date of the petition: <u>\$3,094.56</u>
11. Is this claim subject to a right of setoff?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

☒ No

☐ Yes. Check one:

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

\$

☐ Up to \$3,800\* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$

☐ Wages, salaries, or commissions (up to \$17,150\*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$

☐ Other. Specify subsection of 11 U.S.C. § 507(a)( ) that applies.

\$

\* Amounts are subject to adjustment on 4/01/28 and every 3 years after that for cases begun on or after the date of adjustment.

### Part 3: Sign Below

The person completing this proof of claim must sign and date it.  
FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(3) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both.  
18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☒ I am the creditor.

☐ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this Proof of Claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this Proof of Claim and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date June 20, 2025  
MM / DD / YYYY

/s/ Lorenzo Nunez

Signature

Print the name of the person who is completing and signing this claim:

Name

Lorenzo Nunez

First name

Middle name

Last name

Title

Company

ACAR Leasing LTD d/b/a GM Financial Leasing

Address

Contact phone

Email

Breakdown of Arrears  
ACAR Leasing LTD d/b/a GM Financial Leasing

Past Due Lease Payment(s)	3,094.56
Other Charges	
Late Fees	0.00
Unpaid Fees	0.00
Taxes Due	0.00
Total Arrears Due at Filing	<hr/> 3,094.56

1114743

**LAW GMF-UCL-U-eps-14 10/22**

**CONSUMER PAPER**

**CLOSED END MOTOR VEHICLE LEASE  
 (WITH ARBITRATION PROVISION)**

**CHEVROLET**

Lease Date: 10/05/2024

<b>Lessor Name and Business Address</b> DAN CUMMINS OF GEORGETOWN 1470 Cherry Blossom Way Georgetown, KY 40324	<b>Lessee Name and Address</b> LEXINGTON BLUE, INC. 287 PASADENA DR LEXINGTON, KY 40503 County: FAYETTE	<b>Co-Lessee Name and Address</b> N/A County: N/A
<b>Lessee Billing Address (if different than above)</b> N/A	<b>Vehicle Garaging Address (if different than above)</b> N/A County: N/A	<b>Principal Driver: N/A</b> (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, "e" means an estimate. The Consumer Leasing Act Disclosures shown below are also terms of this Lease. You are leasing the Vehicle and have no ownership rights in the Vehicle unless you exercise your purchase option.

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

1. The Vehicle						
Now Used	Year	Make	Model	Body Style	Vehicle ID #	Odometer
NEW	2024	CHEVROLET	SILVERADO 1500	4WD CREW CAB 1	1GCUDEED9RZ407533	85

CONSUMER LEASING ACT DISCLOSURES				
<b>2. Amount Due at Lease Signing or Delivery</b> (Itemized in Item 6)  \$ 1,007.25	<b>3. Scheduled Payments</b> A. Your first monthly payment of \$ 1,007.25 is due on 10/05/2024, followed by 47 monthly payments of \$ 1,007.25 due on the 4 of each month. B. Your single payment of \$ N/A is due on N/A. C. The total of your scheduled payments is \$ 48,348.00	<b>4. Other Charges (not part of your scheduled payment)</b> A. Option fee (if you do not purchase the Vehicle and we do not waive the fee under Item 23(f)) \$ 395.00 B. N/A \$ N/A C. N/A \$ N/A D. Total \$ 395.00	<b>5. Total of Payments</b> (The amount you will have paid by the end of the Lease)  \$ 48,743.00 (2 + 3C + 4D - 8A3 - 8A4 - N/A)	

6. Itemization of Amount Due at Lease Signing or Delivery	
<b>A. Amount Due at Lease Signing or Delivery:</b>	<b>B. How the Amount Due at Lease Signing or Delivery will be paid:</b>
1. Capitalized cost reduction \$ N/A	1. Net trade-in allowance \$ N/A
2. Taxes on capitalized cost reduction \$ N/A	2. Rebates and noncash credits \$ N/A
3. First monthly payment \$ 1,007.25	3. Amount to be paid in cash \$ 1,007.25
4. Single scheduled payment \$ N/A	4. Other N/A \$ N/A
5. Refundable security deposit \$ N/A	5. Total \$ 1,007.25
6. Lease acquisition fee \$ N/A	
7. Title fees \$ N/A	
8. License and registration fees \$ N/A	
9. Sales/use tax \$ N/A	
10. N/A \$ N/A	
11. N/A \$ N/A	
12. Total \$ 1,007.25	

7. Your scheduled payment is determined as shown below:	
<b>A. Gross capitalized cost.</b> The agreed-upon value of the Vehicle (\$ 60,233.55) and any items you pay over the Lease term (such as service contracts, insurance, and any outstanding prior credit or lease balance).	\$ 63,413.55
<b>B. Capitalized cost reduction.</b> The amount of any net trade-in allowance, rebates, noncash credit, or cash you pay that reduces the gross capitalized cost.	\$ N/A
<b>C. Adjusted capitalized cost.</b> The amount used in calculating your base scheduled payment.	\$ 63,413.55
<b>D. Residual value.</b> The value of the Vehicle at the end of the Lease used in calculating your base scheduled payment.	\$ 33,088.00
<b>E. Depreciation and any amortized amounts.</b> The amount charged for the Vehicle's decline in value through normal use and for other items paid over the Lease term.	\$ 30,325.55
<b>F. Rent charge.</b> The amount charged in addition to the depreciation and any amortized amounts.	\$ 15,285.97
<b>G. Total of base scheduled payments.</b> The depreciation and any amortized amounts plus the rent charge.	\$ 45,611.52
<b>H. Lease payments.</b> The number of payments in your Lease:	48
<b>I. Base scheduled payment.</b>	\$ 950.24
<b>J. Sales/use tax (e).</b>	\$ 57.01
<b>K. N/A</b>	\$ N/A
<b>L. N/A</b>	\$ N/A
<b>M. Total Scheduled Payment.</b>	\$ 1,007.26

**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.

- 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.
- Purchase Option at End of Lease Term.** You have an option to purchase the Vehicle at the end of the Lease term for \$ 33,088.00, plus a purchase option fee of \$ N/A. The purchase option price does not include official fees such as those for taxes, tags, license and registration.
- 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.

Lessee Initials X Co-Lessee Initials X N/A

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>60,233.55</u>	Optional Products and Services:
Other amounts included in the gross capitalized cost:	I. <u>N/A</u> \$ <u>N/A</u>
B. Taxes \$ <u>N/A</u>	J. <u>N/A</u> \$ <u>N/A</u>
C. Title, license, and registration fees \$ <u>37.00</u>	K. EXCESS WEAR & TEAR \$ <u>1,349.00</u>
D. Lease acquisition fee \$ <u>N/A</u>	L. LIQUID DIAMOND \$ <u>1,095.00</u>
E. Administration fee \$ <u>N/A</u>	M. <u>N/A</u> \$ <u>N/A</u>
F. Prior credit or lease balance \$ <u>N/A</u>	N. <u>N/A</u> \$ <u>N/A</u>
G. DOCUMENTATION FEE \$ <u>699.00</u>	O. <u>N/A</u> \$ <u>N/A</u>
H. <u>N/A</u> \$ <u>N/A</u>	P. Total Gross Capitalized Cost: \$ <u>63,413.55</u>

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

13. Official Fees and Taxes. The total amount you will pay for official and license fees, registration, title, and taxes over the term of your Lease, whether included in your scheduled payments or assessed otherwise, is \$ 2,884.48 (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 Payment(s). 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 draft that is returned unpaid for any reason, if the law allows it. If you don't pay a fine, penalty, toll, or parking ticket and we elect to pay it, you will reimburse us for the amount paid plus a \$ 25.00 Administrative Fee per incident, if the law allows it.

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

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

Warranty papers that are separate from this Lease state any coverage limits. The law gives you a warranty that the Vehicle conforms to the description in this Lease. THERE ARE NO OTHER EXPRESS WARRANTIES ON THE VEHICLE. Except as 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 warranty (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 describes the product or service before you initial below. A completed copy of the contract will be given to you as soon as practicable. By initiating below, you indicate that you want to buy the optional products and services indicated. If the cost shown below is not shown as part of the itemization of Amount Due at Lease Signing or Delivery (Item 6), it has been added to the Gross Capitalized Cost (Item 7A).				
Optional Product or Service	Coverage	Price	Name of Provider	Approval
<u>N/A</u>	<u>N/A</u>	<u>0.00</u>	<u>N/A</u>	Lessee Initials <u>N/A</u>
<u>N/A</u>	<u>N/A</u>	<u>0.00</u>	<u>N/A</u>	Lessee Initials <u>N/A</u>
WEAR CARE	<u>0 / 0</u>	<u>1,349.00</u>	EXCESS WEAR & TEAR	Lessee Initials <u>[Signature]</u>
LIQUID DIAMOND	<u>48 MONTHS</u>	<u>1,095.00</u>	LIQUID DIAMOND	Lessee Initials <u>[Signature]</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>OWNERS INSURANCE CO</u>	Insurance Agency Name <u>OWNERS INSURANCE CO</u>
Agency Address <u>458 SIGH ST STE 101 LEXINGTON, KY 40507</u>	Agency Phone Number <u>(859)253-6570</u>
Agent's Name <u>LEXINGTON INS AGENCY</u>	Policy Number <u>5128074000</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 28th, 30th, or 31st of the month, start with the 1st day of the month immediately following the date of this Lease and move forward by the number of months in the lease term (Item 19B); or (2) If the date of this Lease is not the 28th, 30th, or 31st of the month, start with the date of this Lease and move forward by the number of months in the lease term (Item 19B).	This 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.
B. The scheduled lease term is <u>48</u> months.	Lessee Signs <u>Lexington Blue, Inc. [Signature]</u> Co-Lessee Signs <u>X</u> <u>N/A</u>

**NOTICE: ALL PAGES OF THIS LEASE CONTAIN IMPORTANT TERMS AND CONDITIONS, INCLUDING AN ARBITRATION PROVISION. THE TERMS AND CONDITIONS ON ALL PAGES ARE PART OF THIS LEASE.**

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 See the Arbitration Provision for additional information concerning the agreement to arbitrate.

Lessee Signs Lexington Blue, Inc. [Signature] Co-Lessee Signs X N/A



**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	N/A	Date	N/A	Co-Lessee Signature	N/A
Type/Print Lessee Name	N/A			Type/Print Co-Lessee Name	N/A
COMMERCIAL LESSEE SIGNATURE					
Commercial Lessee	LEXINGTON BLUE, INC.		Date	10/05/2024	By <i>member</i>
Type/Print Name			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: (1) You do not pay any payment on its scheduled due date under this Lease for, if an individual, within 10 days of the scheduled due date; (2) You do not pay any other amount due under this Lease when we ask that you pay it; (3) You provide any false or misleading information in any Lease application; (4) You fail to maintain required insurance; (5) 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; (6) You assign the Lease or transfer the Vehicle without our prior written permission, or attempt to do so; (7) You start a bankruptcy, receivership or insolvency proceeding or one is started against you or your property; (8) You do anything that endangers the Vehicle or your ability to pay your Lease obligations; (9) You fail to return the Vehicle when required to do so under this Lease; (10) You fail to meet any other obligations under this Lease; (11) You do anything the law says is a default.

If you are in default, after providing any notice and waiting any time the law requires, we may do any of the following: (1) End this Lease and require you to pay the amount due at early termination; (2) 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; (3) Add any amounts we spend taking these actions to your Lease obligation and charge rent on the amount owed, or at our option, ask you to pay these amounts right away; (4) If the Vehicle has an electronic locating device, use it to find the Vehicle; (5) Cancel any optional products and services included with this Lease and apply any refund you are owed 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); (6) Take (repossess) the Vehicle wherever we find it and enter any property where the Vehicle may be to do so; (7) Sue you for damages or to get the Vehicle back; (8) 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 on 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 those items back, we may dispose of them as the law allows. Unless you tell us within ten business days of any personal property you claim was in the Vehicle when it was repossessed, we will not be responsible for that property. 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. You and our agents will not pay any attorney's fees.

**22. EARLY TERMINATION LIABILITY**

When this 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: (1) The total of your base scheduled payments not yet due; (2) An excess wear charge (see Item 23(c)); and (3) 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 7) paid at lease signing prepayes 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: (1) An excess wear charge (see Item 23(c)); and (2) 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 Depreciation 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(a)).

**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 7I Base Scheduled Payment consists of: (a) a rent charge portion; and (b) a portion allocable to depreciation and any amortized amounts. Although the amount of your Item 7I Base Scheduled Payment does not change, different portions of each Base Scheduled Payment are allocated to: (1) rent charge; and (2) 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 figured in advance by multiplying the constant rate implicit in the 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: (1) all depreciation and amortized amounts accrued during the previous periods; and (2) 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: (1) The Item 7C Adjusted Capitalized Cost; minus (2) the Item 7I 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 figured in advance by multiplying the constant rate implicit in the 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: (1) the Item 7C Adjusted Capitalized Cost; minus (2) the Item 7I Base Scheduled Payment; plus (3) 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: (1) the price we receive for the Vehicle at disposition; (2) the highest offer we receive for disposition of the Vehicle; (3) the amount you and we agree in writing; or (4) the wholesale fair market value of the Vehicle.

**Definition of Unused Base Scheduled Payment (Single Payment Lease):** The Unused Base Scheduled Payment equals: (1) the Item 7I Base Scheduled Payment; divided by (2) the number of months in the Lease term (Item 19B); times (3) the number of full months remaining after the date of the early termination until the scheduled Lease End (Item 19A).

**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 an 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 the 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 ER, we will be entitled to the money. If the Lease ends in connection with our receipt of the money, we will treat any of this 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: (i) the Vehicle was totaled or confiscated under governmental authority; or (ii) 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(c)); 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 deductibles 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: (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 deductibles 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; 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(c)); plus (vii) if the Vehicle is returned to us, the Item 4A Disposition Fee unless this fee is waived under Item 23(c). 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(a)). 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 8 and an excess wear charge, at the end of this Lease to the extent provided for in Item 22 or at the Scheduled Lease End (Item 19). Excess wear is wear beyond the minor wear reasonably expected to result from ordinary use of the Vehicle. Assume you maintain the Vehicle as this Lease requires (Item 23(g)) and use the Vehicle as this Lease permits (Item 23(h)). 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 lettering the Vehicle or modifying its VIN; accessories, equipment, or parts that have been added, removed, damaged or modified (including missing keys or remotely installed devices) without our prior written permission; road damage, chips, scratches, cracks, plugs, dings, staining, corrosion or damage to the glass, paint, body, bumper, suspension, engine, powertrain, frame, wheels, floor coverings, seats or any other part of the interior; mechanical or electrical malfunctions; upholstery, interior or exterior damage, stains or tears, denting, rim or molding, or damage from water, sand, or freezing; inoperable lights; fires that have sidewall plugs, gouges, cuts or exposed wires or are not part of a matching set of five tires, or of unequal quality to the originals (for four with a spare of equal value and type as the originals); one or more lines with less than 1/8 inch of frost remaining at the shutoff point; any condition that renders the Vehicle unsafe, incapable of passing any required inspection or makes the Vehicle run noisy, rough or unsafely; 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 provision 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 liability 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 19), 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. After the Lease end, you must also pay the Additional Amounts Due and we will apply the Additional Credits to the amount you owe (see Item 23(c)).

(f) **Return of this 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. 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(c); 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(a)). We will apply the Additional Credits to the amount you owe (see Item 23(c)).

(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 reimbursement 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 change your scheduled payment if taxes change. If you don't pay a fine, penalty, toll or parking ticket and we find 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 taxes or fees. We have 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 when 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 else 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 of 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 own 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 the 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 this 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 exercising 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.

(r) **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.

- (k) 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 this 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 repair 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.
- (l) Disposition Fee Waiver: The item 4A Disposition Fee will be waived if, within 30 days after this Lease ends, you enter into a rental vehicle lease or installment sale contract for a new General Motors vehicle that the dealer assigns to GM Financial or GM Financial Leasing.
- (m) 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 of sign your name on any title or registration or on any check or draft we receive for that Vehicle damage or loss.
- (n) Connected Vehicle Information: We may access diagnostics, including trouble codes and battery 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 servicing 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 odometer 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-ups, 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 of 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 reputation purposes. We will only access and use the information described above in 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, but 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.

## 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 this 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 on 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](http://www.adr.org)) or National Arbitration and Mediation ([www.namadi.com](http://www.namadi.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.

Arbitration shall be by 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 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 any, related or unrelated claims by filing any action in small claims court, by using toll-hold remedies, such as repossession, or by filing an action to recover the Vehicle, to recover amounts you owe under this Lease, or for actual 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 this 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 this 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: DAN CUMMINS OF GEORGETOWN

Client/Holder Name: CTCNA COLLACNT

Assignee Name: ACAR LEASING, LTD.

By:

KEATON ALLEN

Type/Print Name:

FINANCE MANAGER

Lessor Initials X

Co-Lessor Initials X

N/A

ILAW

FORM NO. GMF-UCL-U-eps-14 REV. 10/22  
 4025 The Woodlands and Irvine, CA 92618  
 Please use this form to provide correct information to GMF. Do not use for any other purpose.  
 FITNESS FOR PURPOSE OF THIS FORM, CONSULT YOUR OWN LEGAL COUNSEL.

COMMONWEALTH OF KENTUCKY  
CERTIFICATE OF TITLE

TITLE NO 242910340383 YEAR 2024 MAKE CHEV MODEL NAME SILVERA VIN/HIN 1GCUDEED9RZ407533 TITLE TYPE ORIGINAL MODEL NO. K1500 R  
BODY TYPE COLOR WHI NO. CYL 8 ODOMETER 85 MOTOR NO. WEIGHT PREV. TITLE NO/STATE  
BRAND(S)  
DESIGNATIONS  
DATE OF ISSUE 11/18/24 FUEL  
OWNER(S) NAME  
USAGE TAX PAID \$0.00

M3-4

ACAR LEASING LTD  
4001 Embarcadero Dr  
Arlington TX 76014-4106

Additional Owner(s):

REMARKS

FIRST LIENHOLDER  
CTCNA COLL AGNT

PO BOX 9000  
LUTHERVILLE,  
MD 21094

FIRST LIEN		SECOND LIEN	
Notation No	County	Notation No	County
2419574	FAYE		
Filing Date	10/18/24	Filing Date	
Released By		Released By	
County Clerk's use Only	Date	County Clerk's use Only	Date

SECOND LIENHOLDER

I certify that the Department of Vehicle Regulation has exercised due diligence in examining an application for a certificate of title for the above described vehicle and to the best of our knowledge and belief the applicant whose name appears above is the lawful owner of the apparently legitimate vehicle described herein

Commissioner, Department of Vehicle Regulation, Kentucky Transportation Cabinet

\*\*\* TRANSFER OF TITLE BY OWNER: 49 USC SEC. 32705 AND KRS 190.300 REQUIRE THAT YOU STATE THE VEHICLE MILEAGE IN CONNECTION WITH THE TRANSFER OF OWNERSHIP. FAILURE TO COMPLETE, OR PROVIDING A FALSE STATEMENT, MAY RESULT IN PENALTIES. \*\*\*

CONTROL NO. C35842034

FIRST DEALER ASSIGNMENT

The undersigned owner hereby certifies that the vehicle described in this title has been transferred to the following (print name and address of transferee/buyer):

I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked.

\*\*\*\*CAUTION READ CAREFULLY BEFORE YOU CHECK A BLOCK\*\*\*\*

- ☐ 1. The mileage stated is in excess of its mechanical limits.  
☐ 2. The odometer reading is not the actual mileage. WARNING — ODOMETER DISCREPANCY

Transferor/Seller Signature \_\_\_\_\_ Transferee/Buyer Signature \_\_\_\_\_

Transferor/Seller Printed Name \_\_\_\_\_ Transferee/Buyer Printed Name \_\_\_\_\_

Date of Transfer \_\_\_\_\_ Seller/Dealer No. \_\_\_\_\_ Buyer/Dealer No. \_\_\_\_\_

Sworn or affirmed before me this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_ My Commission expires \_\_\_\_\_ MM DD YY \_\_\_\_\_ Signature/Title \_\_\_\_\_

Commission No. \_\_\_\_\_

SECOND DEALER ASSIGNMENT

The undersigned owner hereby certifies that the vehicle described in this title has been transferred to the following (print name and address of transferee/buyer):

I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked.

\*\*\*\*CAUTION READ CAREFULLY BEFORE YOU CHECK A BLOCK\*\*\*\*

- ☐ 1. The mileage stated is in excess of its mechanical limits.  
☐ 2. The odometer reading is not the actual mileage. WARNING — ODOMETER DISCREPANCY

Transferor/Seller Signature \_\_\_\_\_ Transferee/Buyer Signature \_\_\_\_\_

Transferor/Seller Printed Name \_\_\_\_\_ Transferee/Buyer Printed Name \_\_\_\_\_

Date of Transfer \_\_\_\_\_ Seller/Dealer No. \_\_\_\_\_ Buyer/Dealer No. \_\_\_\_\_

Sworn or affirmed before me this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_ My Commission expires \_\_\_\_\_ MM DD YY \_\_\_\_\_ Signature/Title \_\_\_\_\_

Commission No. \_\_\_\_\_

# Filed Proof of Claim Page 11 of 11 APPLICATION FOR TITLE/AFFIDAVIT OF TOTAL CONSIDERATION

BRAND DISCLOSURE			
Check appropriate Block #.			
<input type="checkbox"/> Rebuilt Vehicle	<input type="checkbox"/> Water Damaged	<input type="checkbox"/> Hail Damaged	
When Block is checked and title does not include brand, provide jurisdiction _____ and title number _____ where previous brand was issued			
IN COMPLIANCE WITH KRS 190.990(5), GIVING A FALSE STATEMENT AS TO THE TOTAL CONSIDERATION PAID IS A CLASS D FELONY WITH A MINIMUM FINE OF \$2000.00			
Sale Price \$	Trade in \$	Net Cost \$	Tax \$

IF SALE PRICE IS LEFT INCOMPLETE, BUYER MAY BE BILLED FOR ADDITIONAL TAX, PLUS APPLICABLE PENALTY AND INTEREST (KRS 138.460).

TRADE IN

Make	Year	Vin No	Title No
Make	Year	Vin No	Title No

Date of Sale

Seller and buyer further certify subject to penalties of forgery in the second degree, that each has supplied true and correct information in this document to the best of his knowledge and belief, to include the above affidavit

## TRANSFER OF TITLE BY OWNER

I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked.

\*\*\*\*CAUTION READ CAREFULLY BEFORE YOU CHECK A BLOCK\*\*\*\*

- ☐ 1 The mileage stated is in excess of its mechanical limits.
- ☐ 2 The odometer reading is not the actual mileage. **WARNING — ODOMETER DISCREPANCY**

ODOMETER DISCREPANCY WARNING: If the odometer reading is not the actual mileage, the vehicle may be subject to penalties under KRS 190.990(5). The seller and buyer are advised that providing false information on this document is a Class D felony with a minimum fine of \$2,000.00.

Odometer Reading (no tenths)

JOINT OWNERSHIP ☐ (AND) REQUIRES ALL SIGNATURES ☐ (OR) REQUIRES ONE SIGNATURE

The undersigned owner hereby certifies that the vehicle described in this title has been transferred to the following transferee/buyer.

Transferor/Seller Printed Name Seller/Dealer No

Transferee/Owner/Buyer Printed Name Fed ID/SSN/DLN DOB

Transferor/Seller Printed Name

Transferee/Owner/Buyer Printed Name Fed ID/SSN/DLN DOB

Street Address Phone No.

Mailing Address Phone No.

City County State Zip

City County State Zip

Lessee Name or Other

Residential Address Email Address

Street Address Phone No.

City County State Zip

City County State Zip

I ( ☐ have ) ( ☐ have not ) applied for a loan in connection with the vehicle described herein and if not, I ( ☐ will ) ( ☐ will not ) apply for a loan within 30 days of this application.

First Lienholder

Address

Date of Transfer

County where Lien will be filed

Transferor(s)/Seller(s) Signature

Transferee(s)/Owner/Buyer(s) Signature

Transferor(s)/Seller(s) Signature

Transferee(s)/Owner/Buyer(s) Signature

Sworn or affirmed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. My Commission expires \_\_\_\_/\_\_\_\_/\_\_\_\_.

Sworn or affirmed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. My Commission expires \_\_\_\_/\_\_\_\_/\_\_\_\_.

Commission No \_\_\_\_\_

Commission No \_\_\_\_\_

Attesting Official/Notary Signature \_\_\_\_\_

Attesting Official/Notary Signature \_\_\_\_\_

## COUNTY CLERK USE ONLY

CLERK'S ID	CLERK'S FEE	REG EXPIRES	STATE FEE
TYPE APPLICATION	DATE OF ISSUANCE	TITLE NO	PLATE NO /DECAL

I certify subject to the penalty provisions of KRS 186A.990 that I have reviewed this application and the documents supporting it and that the same are present and consistent with this application, that I received the application on the date and time indicated hereon and that fees were collected as indicated. I further certify that the required information has been entered into the Kentucky Automated Vehicle Information System (AVIS/KAVIS)

SIGNATURE & TITLE OF ISSUER COUNTY DATE TIME

I certify that the lien indicated to be filed has been noted in the automated system and that a title will be withheld for 30 days, or until financing statement and fees required are received, whichever occurs first

Signature \_\_\_\_\_ Date \_\_\_\_\_

DO NOT ACCEPT TITLE OR APPLICATION SHOWING ANY ERASURES, ALTERATION, OR MUTILATIONS MUST BE COMPLETED IN BLUE OR BLACK INK. 49 USC SEC 32706 AND KRS 190.300 REQUIRES THAT YOU STATE THE VEHICLE MILEAGE IN CONNECTION WITH THE TRANSFER OF OWNERSHIP. FAILURE TO COMPLETE, OR PROVIDING FALSE STATEMENT, MAY RESULT IN PENALTIES

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