



SmartLease Agreement 10 is to be used in conjunction with the Ally SmartLease Worksheet, which is designated as being **676-AF LEASE WRKSHT** (lower left corner). The lease agreement completion instructions contained herein interrelate with the worksheet instructions; therefore, please also refer to "Ally SmartLease Worksheet Instructions (676-AF LEASE WRKSHT)".

Use SmartLease Agreement 10 for both Monthly and Single Payment leases.

All spaces and lines of the lease agreement must be completed. If no dollar amount applies, enter "0" or "N/A" unless these instructions say otherwise. If no description applies, enter "N/A".

UPPER PORTION OF FRONT OF LEASE AGREEMENT 10

LESSEE (and **CO-LESSEE**) ("You") name and address, including county
The names of the lessee and co-lessee must be the proper legal names. Show the name, address and county of the lessee and co-lessee separately, unless they are living at the same address. In that case, the names and initials of both should be shown with only one address. Special attention should be given to business entities to ensure the correct corporate or trade name is used.

Garaging address (if different)
If different than lessee's address (or if lessee's address is other than an actual street address, such as a post office box), enter the street address, city, state, and zip code where vehicle will be physically garaged. The amount of Ally's Administrative Fee (see item 11b of these instructions for Lease Agreement 10 and item 8 of lease worksheet instructions) is dependent on the vehicle's garaging address. Sales/use tax and personal property tax determinations can also be impacted by the garaging address.

Principal driver (if business use)
When primary use of vehicle is "Commercial, Business, or Agricultural", enter full name of principal driver.

LESSOR
Enter the legal name and address of the dealer leasing the vehicle.

Lessee (and Co-Lessee) ("You")		Lessor
Name and address, including county JOHN SMITH 111 MAIN STREET ANYTOWN, ANYSTATE 55555	Garaging address (if different) Principal driver (if business use)	ANY DEALER 123 ELM STREET ANYTOWN, ANYSTATE 55555

ASSIGNMENT SECTION
There are 2 checkboxes. Always check the first box and complete the blank line with the appropriate assignee.

This is an agreement to lease a vehicle. This is not a purchase agreement. You are not buying the vehicle. By signing this lease, you agree to everything on the front and back.
 "We," "us," and "our" refer to Lessor named above and any assignee. An "assignee" is a person to whom this lease is assigned (if it is assigned).
 If this box is checked, Lessor will assign this lease and sell the vehicle to Ally Bank Lease Trust (Assignee).
 If this box is checked, Lessor intends not to assign this lease.

NOTE: *The Ally entity to be listed in the assignment section /box on a SmartLease can be found in the Comments section on the callback sheet.*

THE VEHICLE YOU ARE LEASING

New/Used

Must correspond to the checkmark in the “New” or “Used” box on the front of the lease worksheet in the upper right corner. For contract purposes, a vehicle is considered new unless it has been titled.

Year

Enter the complete model year of the vehicle (e.g. 2012)

Make & Model

Enter the complete make & model of the vehicle (e.g. Chevrolet Cruze)

Body Style

Enter the body style of the vehicle (e.g. 4dr Sdn)

Vehicle ID #

Enter the full 17-digit Vehicle Identification Number (e.g. 1Z321AJ326B321367)

Mileage

Enter the beginning or current mileage, as shown on the odometer statement, of the vehicle at time of lease signing (e.g. 5)

Primary Use

Primary Use is Personal unless indicated otherwise. Check the box only when indicating Commercial, Business, or Agricultural. If box is checked, also complete the Principal Driver field above.

Dealer Installed Options

All dealer-installed options which are included in the “Agreed upon value of the vehicle” (item 7 of lease worksheet and imbedded item 7a and item 11a of Lease Agreement 10) must be reflected in this area. If there are numerous items to disclose and limited space is a factor, comprehensible abbreviations are permitted.

GVW (if truck)

Enter the gross vehicle weight if the truck being leased has a GVW of 10,000 lbs. or more.

(NOTE: Special insurance coverage requirements apply to trucks having a GVW of 10,000 lbs. or more ... see the 3rd paragraph of item 22, “Required Vehicle Insurance” on the reverse of Lease Agreement 10. These insurance requirements must be met in conjunction with the affirmation contained in item 16. If possible, it would be helpful to generate a reminder message on the dealer system that higher insurance requirements apply if the vehicle being leased is a truck of 10,000 lbs. GVW or more.)

Public Conveyance

Check this box if the vehicle is to be used for public conveyance.

(NOTE: Public conveyance vehicles are used to transport passengers on a non-fee basis. Examples are hotel and nursing home shuttle vehicles. Special insurance coverage requirements apply to public conveyance vehicles ... see the 3rd paragraph of item 22, “Required Vehicle Insurance” on the reverse of Lease Agreement 10. These insurance requirements must be met in conjunction with the affirmation contained in item 16. If possible, it would be helpful to generate a reminder message on the dealer system that higher insurance requirements apply if the vehicle being leased will be used for public conveyance.)

The Vehicle You Are Leasing						
New/Used	Year	Make & Model	Body Style	Vehicle ID #	Mileage	Primary Use: Personal, unless otherwise indicated below
NEW	2011	ANY MAKE/ANY MODEL	SEDAN	1S1EC5EA5A2165133	10	<input type="checkbox"/> Commercial, Business, or Agricultural
Dealer Installed Options _____ N/A			GVW (if truck) _____ N/A		<input type="checkbox"/> Public Conveyance	

FEDERAL CONSUMER LEASING ACT DISCLOSURES

(Calculation logic: Begin with items 7-9, then proceed to items 5-6, then to items 1-4.)

1. Amount Due at Lease Signing or Delivery (Itemized Below)

Same as item 43 of lease worksheet and 5k and 6d of Lease Agreement 10.

2. Monthly Scheduled Payment/Single Scheduled Payment

2(a). Monthly Scheduled Payments

(If single payment transaction put "N/A" in all fields and complete section 2(b))

Your first monthly payment of \$_____ *(same as item 27 of lease worksheet and 7L of Lease Agreement 10)* is due on _____ *(date of lease signing)*, followed by _____ *(total number of monthly payments from item 7h of Lease Agreement 10 minus one payment)* payments of \$_____ *(same as item 27 of lease worksheet and 7L of Lease Agreement 10)* due on the _____ of each month. *(See Due Date)* The total of your monthly payments is \$_____ *(same as item 28 of lease worksheet)*

Due Date

If the lessee does not need to adjust his/her due date, the date of each month when all remaining lease payments will be due is the anniversary of the first due date/date of lease signing. For example, if a lease were signed on January 31, 2011, the first payment would be due on that date and the remaining lease payments would be due on the 31st day of each subsequent month (regardless of the actual number of days in each of those months).

Lessees can opt for later due dates, subject to a 15-day maximum. If this occurs, there is a corresponding cost that must be paid at lease signing or delivery (it cannot be capitalized). In general, calculate selective due date charges as follows:

- 1. Determine what the due date would have been if the lessee had not needed a due date adjustment (follow the instructions in the preceding paragraphs).*
- 2. Count the actual number of additional days beyond the unadjusted due date assuming a 30-day month. For example, if a lease were signed on January 30, 2011 and the lessee wanted his/her second payment to be due on March 10, 2011 (with subsequent payments being due on the 10th of each successive month), the actual number of additional days (from February 30, 2011) would be 10.*
- 3. Determine the per diem selective due date charge by dividing the total base monthly payment (item 25B of lease worksheet and item 7L of Lease Agreement 10) by 30 days, (e.g. base monthly payment = \$325.00 ÷ 30 = \$10.83 [truncating the result to 2 decimal places]), and adding the applicable sales/use tax amount (e.g. monthly sales/use tax = \$19.50 ÷ 30 = \$0.65 [also truncated to 2 decimal places]).*
- 4. Multiply the per diem amount by the actual number of additional days (e.g. per diem amount = \$10.83 + \$0.65 sales/use tax = \$11.48 total per diem x 10 number of days = \$114.80 total amount for a 10-day selective due date).*

Exception: *If the costs of any service or maintenance contracts and/or creditor life/disability insurance premiums are capitalized in the same agreement where a due date adjustment is needed, calculate the selective due date charge as follows:*

- 1. Determine what the due date would have been if the lessee had not needed a due date adjustment (see the instructions 1-4 above).*
- 2. Count the actual number of additional days beyond the unadjusted due date... for example, if a lease were signed on January 30, 2011 and the lessee wanted his/her second payment to be due on March 10, 2011 (with subsequent payments being due on the 10th of each successive month), the actual number of additional days (from February 30, 2011) would be 10.*

3. Calculate a temporary reduced total base monthly payment (instead of lease worksheet item 25B) by eliminating all capitalized service and maintenance contract costs and creditor life/disability insurance premiums (lease worksheet items 9A, 9B, 10, and 11 and Lease Agreement 10 items 11f - 11i) from the gross capitalized cost (lease worksheet item 13 and Lease Agreement 10 item 11i) and from the adjusted capitalized cost (lease worksheet item 15 and Lease Agreement 10 item 7c) use this reduced total base monthly payment only in determining the selective due date charge for instances of this nature (it is otherwise inapplicable)
4. Determine the per diem selective due date charge by dividing the reduced total base monthly payment (i.e., the result of the immediately preceding step) by 30 days (e.g. base monthly payment = $\$582.93 \div 30 = \19.43 [truncating the result to 2 decimal places]), and adding the applicable sales/use tax amount (e.g. monthly sales/use tax = $\$34.97 \div 30 = \1.16 [also truncated to 2 decimal places]).
5. Multiply the per diem amount by the actual number of additional days (e.g. per diem amount = $\$19.43 + \1.16 sales/use tax = $\$20.59$ total per diem x 10 number of days = $\$205.90$ total amount for a 10-day selective due date).

The cost for a due date adjustment must be disclosed on one of the blank lines (5h, 5i or 5j) in the "Amount Due at Lease Signing or Delivery (Itemized Below)" portion of the "FEDERAL CONSUMER LEASING ACT DISCLOSURES". The appropriate description for the preceding examples would be "10-Day Selective Due Date Charge."

2(b). Single Scheduled Payment

(If monthly payment transaction put "N/A" in all fields and complete section 2(a))

Your single payment of \$_____ (same as items 27 and 39 of lease worksheet and 7L of Lease Agreement 10) is due on _____. (date of lease signing) This is the total of your scheduled payments.

3. Other Charges

Ally currently does not have a Disposition Fee applicable to Ally SmartLeases. Enter "0" or "N/A" in each space.

4. Total of Payments

The sum of items 1, 2, and 3 less items 5b (or 5c if applicable) and 5d of Lease Agreement 10.

Federal Consumer Leasing Act Disclosures			
1. Amount Due at Lease Signing or Delivery (Itemized Below)* \$ 3200.00	2(a). Monthly Scheduled Payments Your first monthly payment of \$ 369.13 is due on 7/26/2011, followed by 38 payments of \$ 369.13 due on the 26th of each month. The total of your monthly payments is \$ 14369.07 2(b). Single Scheduled Payment Your single payment of \$ N/A is due on N/A. This is the total of your scheduled payments.	3. Other Charges (not part of your scheduled payment) Disposition fee (if you do not purchase the vehicle and we do not waive the fee under Section 13) \$ N/A _____ \$ N/A Total \$ N/A	4. Total of Payments (The amount you will have paid by the end of the lease.) \$ 17226.94

Itemization of Amount Due at Lease Signing or Delivery

5. Amount Due at Lease Signing or Delivery:

- a. Capitalized cost reduction \$_____ (Same as items 14D and 38 of lease worksheet and item 7b of Lease Agreement 10.)
- b. First monthly payment \$_____ (Same as items 27 and 39 of lease worksheet and item 7L of Lease Agreement 10.)
- c. Single scheduled payment \$_____ (Same as items 27 and 39 of lease worksheet and item 7L of Lease Agreement 10.)
- d. Refundable security deposit \$_____ (This is item 7L of the lease agreement rounded up to the nearest \$25 increment. It must equate to item 40 of lease worksheet. If the lessee is eligible for a security deposit waiver, then the security deposit amount is 0 [zero]).
- e. Title fees \$_____ (Enter 0 [zero] if capitalized, otherwise same as item 41A of lease worksheet.)

- f. Registration fees \$_____ (Enter 0 [zero] if registration fees due at lease inception are capitalized, otherwise same as item same as item 41C of lease worksheet.)
- g. Sales/use tax \$_____ (Enter 0 [zero] if sales/use tax due at lease inception is capitalized, otherwise same as item 41F of lease worksheet.)
- h. _____ \$_____ (Requires detailed description of the amount due, such as "12 Day Selective Due Date Charge", etc. In this example, same as 41E on the lease worksheet. (Could be same as item 41B or 41D or 41E or 41G or 42 of lease worksheet.) If dealer-imposed amount, must be identified accordingly ... for example, "Dealer Documentary Fee").

NOTE: Multiple items can appear on the same line as long as the \$ amount of each item appears next to it so as to clearly itemize the cost of each item.

- i. _____ \$_____ (Requires detailed description of the amount due, such as "GMPP" In this example, same as 42 on the lease worksheet. (Could be same as item 41B or 41D or 41E or 41G or 42 of lease worksheet.)

NOTE: Multiple items can appear on the same line as long as the \$ amount of each item appears next to it so as to clearly itemize the cost of each item.

- j. _____ \$_____ (Requires detailed description of the amount due, such as "SmartLease Protect" In this example, same as 42 on the lease worksheet. (Could be same as item 41B or 41D or 41E or 41G or 42 of lease worksheet.)

NOTE: Multiple items can appear on the same line as long as the \$ amount of each item appears next to it so as to clearly itemize the cost of each item.

- k. Total \$_____ (Total of items 5a-5j of Lease Agreement 10 and 43 of Lease Worksheet.)

6. How the Amount Due at Lease Signing or Delivery will be paid:

- a. Net trade-in allowance \$_____ (The amount of trade equity that is being used towards the amount due at lease signing or delivery. Same as items 6C plus 6D of lease worksheet. Enter "0" when negative trade equity exists.)
- b. Rebates and noncash credits \$_____ (This is the total of any applicable rebate(s), CCRA, and/or manufacturer-provided consumer cash incentives that do not reduce the agreed upon value of the vehicle. Same as the sum of items 37C-37G of the lease worksheet.)

NOTE: Unless a special first payment waiver program is being offered and the lease qualifies for that program, discretionary rebates and/or cash must be sufficient to pay for the first monthly payment and security deposit (if any). CCRA cannot be used for those costs.

- c. Amount to be paid in cash \$_____ (This is the remainder of the amount required to pay the first monthly payment, refundable security deposit, uncapitalized title/registration and other fees, uncapitalized applicable sales/use tax and capitalized cost reduction. It must equal Item 5k minus the sum of items 6a and 6b of Lease Agreement 10.)
- d. Total \$_____ (Sum of items 6a-6c of Lease Agreement 10. Must equal item 5k of Lease Agreement 10 and line 43 of the Lease Worksheet.)

* Itemization of Amount Due at Lease Signing or Delivery			
5. Amount Due at Lease Signing or Delivery:		6. How the Amount Due at Lease Signing or Delivery will be paid:	
a. Capitalized cost reduction	\$ 2626.29	a. Net trade-in allowance	\$ N/A
b. First monthly payment	\$ 369.13	b. Rebates and noncash credits	\$ 1400.00
c. Single scheduled payment	\$ N/A	c. Amount to be paid in cash	\$ 1800.00
d. Refundable security deposit	\$ N/A		
e. Title fees	\$ 15.00		
f. Registration fees	\$ N/A		
g. Sales/use tax	\$ 157.58		
h. N/A	\$ N/A		
i. PLATE TRAN \$8.00/CVR FEE \$24.00	\$ 32.00		
j. N/A	\$ N/A		
k. Total	\$ 3200.00	d. Total	\$ 3200.00

7. Your scheduled payment is determined as shown below:

- a. **Gross Capitalized Cost.** The agreed upon value of the vehicle (\$_____) *(For monthly and single payment transactions: same as item 7 of lease worksheet and item 11a of Lease Agreement 10)* and any items you pay for over the lease term (such as service contracts, insurance, and any outstanding prior credit or lease balance)
.....\$_____ *(For monthly and single payment transactions: Same as item 13 of lease worksheet and item 11l of Lease Agreement 10.)*
- 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\$_____ *(For monthly and single payment transactions: Same as 14D of lease worksheet. Must not include funds used to offset any negative trade equity.)*
- c. **Adjusted capitalized cost.** The amount used in calculating your base monthly payment\$_____ *(For monthly and single payment transactions: Same as item 15 of lease worksheet. Also, difference between item 7a less 7b of Lease Agreement 10.)*
- d. **Residual value.** The value of the vehicle at the end of the lease used in calculating your base monthly payment \$_____ *(For monthly and single payment transactions: Same as 24 of lease worksheet.)*
- e. **Depreciation and any amortized amounts.** The amount charged for the vehicle's decline in value through normal use and for other items paid over the lease term\$_____ *(For monthly and single payment transactions: Same as item 31 of lease worksheet. Also, difference between item 7c less 7d of Lease Agreement 10.)*
- f. **Rent charge.** The amount charged in addition to the depreciation and any amortized amounts\$_____ *(For monthly and single payment transactions: Same as item 36 of lease worksheet.)*
- g. **Total of base scheduled payments.** The depreciation and any amortized amounts plus the rent charge\$_____ *(For monthly payment transactions this entry is the same as item 34 of lease worksheet. Also, total of items 7e and 7f of Lease Agreement 10.) (For single payment transactions this entry is the same as items 25 and 34 of the lease worksheet. Also, total of items 7e and 7f of Lease Agreement 10.)*
- h. **Lease payments.** The number of payments in your lease
 - *(For monthly payment transactions the entry in this field is the total number of monthly payments for the term of the lease. This entry is the same as item 33 of the lease worksheet and the entry in the "Term (Months) _____" line on the front of the lease worksheet in the upper right corner).*
 - *(For single payment transactions the entry in this field is the same as item 33 on the lease worksheet and should always print as a "1").*
- i. **Base scheduled payment** \$_____ *(For monthly payment transactions this entry is the same as item 25 of lease worksheet. Also, item 7g divided by 7h of Lease Agreement 10.) (For single payment transactions this entry is the same as items 25 and 34 of the lease worksheet. Also the same as 7g of the Lease Agreement 10.)*
- j. **Sales/use tax (estimated)**\$_____. *(For monthly and single payment transactions: Sales or use tax rate, as applicable, times item 7i of Lease Agreement 10 [truncated after 2 decimal places]. Same as item 26A of lease worksheet.)*
- k. _____\$_____. *(For monthly and single payment transactions: Requires full description[s] of any additional amount[s] due as part of the total monthly payment [for example, "Personal Property Tax"]. Same as items 26B plus 26C of lease worksheet.)*
- l. **Total scheduled payment**\$_____. *(For monthly and single payment transactions: Same as item 27 of lease worksheet. Also, total of items 7i-7k of Lease Agreement 10.)*

- 8. Excessive Wear and Use.** You may be charged for excessive wear based on our standards for normal use and for mileage in excess of _____ *(same as item 18 of lease worksheet)* miles per year at the rate of \$_____ *(Enter the rate per mile. Precede this amount by a decimal point [do not use cent sign])* per mile. *The applicable mileage charges (per mile) are listed in the Ally SmartLease Dealer Policy and Procedure Manual.*

NOTE: *Excess miles are not the same as extra miles. Extra miles are arranged for at lease inception and increase the "Total Allowed Mileage." Excess miles are a lease end consideration and they are a result of the vehicle being driven beyond the "Total Allowed Mileage."*

9. **Purchase Option at End of Lease Term.** You have an option to buy the vehicle at the end of the lease term for \$ _____, *(same as item 46 of lease worksheet ... this is the sum of the residual value [item 24 of the lease worksheet and item 7d of Lease Agreement 10] plus [item 45 of the lease worksheet] plus official fees and taxes.*

NOTE: Current Purchase Option Increments are listed in the Ally SmartLease Dealer Policy and Procedure Manual.

7. Your scheduled payment is determined as shown below:	
a. Gross capitalized cost. The agreed upon value of the vehicle (\$ <u>24355.00</u>) and any items you pay for over the lease term (such as service contracts, insurance, and any outstanding prior credit or lease balance)	\$ <u>25975.00</u>
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	- \$ <u>2626.29</u>
c. Adjusted capitalized cost. The amount used in calculating your base scheduled payment	= \$ <u>23348.71</u>
d. Residual value. The value of the vehicle at the end of the lease used in calculating your base scheduled payment	- \$ <u>10889.75</u>
e. Depreciation and any amortized amounts. The amount charged for the vehicle's decline in value through normal use and for other items paid over the lease term.	= \$ <u>12458.96</u>
f. Rent charge. The amount charged in addition to the depreciation and any amortized amounts	+ \$ <u>1122.40</u>
g. Total of base scheduled payment(s). The depreciation and any amortized amounts plus the rent charge	= \$ <u>13581.36</u>
h. Lease payments. The number of payments in your lease	+ <u>39</u>
i. Base scheduled payment	= \$ <u>348.24</u>
j. Sales/use tax (estimated)	+ \$ <u>20.89</u>
k. <u>N/A</u>	+ \$ <u>N/A</u>
l. Total scheduled payment	= \$ <u>369.13</u>

Early Termination. You may have to pay a substantial charge if you end this lease early. The charge may be up to several thousand dollars. The actual charge will depend on when the lease is terminated. The earlier you end the lease, the greater this charge is likely to be.

8. **Excessive Wear and Use.** You may be charged for excessive wear based on our standards for normal use and for mileage in excess of 15000 miles per year at the rate of \$ 0.15 per mile.

9. **Purchase Option at End of Lease Term.** You have an option to buy the vehicle at the end of the lease term for \$ 13389.75 plus official fees and taxes.

10. **Other Important Terms.** See your lease documents for additional information on early termination, purchase options and maintenance responsibilities, warranties, late and default charges, and insurance.

REMAINDER OF FRONT OF LEASE AGREEMENT 10

11. ITEMIZATION OF GROSS CAPITALIZED COST.

- a. Agreed upon value of the vehicle\$ _____
For monthly and single payment transactions this is the same as item 7 of lease worksheet. Must be identical to the "agreed upon value" disclosure in line 7a of Lease Agreement
- b. Ally administrative fee+ \$ _____
Enter only if capitalized on monthly payment transactions. Same as item 8 of lease worksheet. Use the current applicable Ally administrative fee amount. The Ally administrative fee amounts are listed in the Ally SmartLease Dealer Policy and Procedure Manual. The Ally administrative fee cannot be capitalized on single payment transactions.
- c. License/registration/title fees+ \$ _____
Enter only if any of these amounts are capitalized on monthly payment transactions. Sum of items 12A-12C of lease worksheet. On single payment transactions license/registration/title fees cannot be capitalized.
- d. Sales tax+ \$ _____
Enter only on monthly payment transactions where lessee wishes to capitalize sales tax which is applicable to the value of the leased vehicle or any components of the capitalized cost reduction or any other amounts paid at lease signing (exclusive of the first monthly payment. Same as item 12D of lease worksheet. Sales tax cannot be capitalized on single payment transactions.
- e. Other tax (describe)+ \$ _____
Enter only on monthly payment transactions if any such tax exists and the amount is capitalized. Describe fully. Same as item 12E of lease worksheet. This field is not applicable on single payment transactions as it cannot be capitalized on single payment transactions.

- f. Optional service contract+ \$ _____
Enter only on monthly payment transactions if the cost of any optional service contract (such as GMPP) is capitalized. Same as item 9A of lease worksheet. Optional service contracts cannot be capitalized on single payment transactions. Must also be disclosed in Section 18 of the lease agreement.
- g. Optional maintenance contract+ \$ _____
This item accommodates disclosure of optional maintenance contracts (such as SmartCare). Enter only on monthly payment transactions if such cost is capitalized. Same as item 9B of lease worksheet. Optional maintenance contracts cannot be capitalized on single payment transactions. Must also be disclosed in Section 18 of the lease agreement.
- h. Optional life insurance+ \$ _____
Enter only on monthly payment transactions if the cost of any optional life insurance is capitalized. Same as item 10 of lease worksheet. Optional life insurance cannot be purchased in single payment transactions. Must also be disclosed in Section 18 of the lease agreement.
- i. Optional disability insurance+ \$ _____
Enter only on monthly payment transactions if the cost of any optional disability insurance is capitalized. Same as item 11 of lease worksheet. Optional disability insurance cannot be purchased in single payment transactions. Must also be disclosed in Section 18 of the lease agreement.
- j. _____+ \$ _____
On monthly payment transactions use the blank line at the left to describe any misc. capitalized cost(s) (such as Negative Trade Equity) and the blank line at the right to reflect the cost(s) thereof. Collectively, this item and item 11k of Lease Agreement 10 comprise the lease worksheet item 12F amount. This field is not applicable on single payment transactions as it cannot be capitalized on single payment transactions.

NOTE: Multiple items can appear on the same line as long as the \$ amount of each item appears next to it so as to clearly itemize the cost of each item.

- k. _____+ \$ _____
On monthly payment transactions use the blank line at the left to describe any misc. capitalized cost(s) (such as SmartLease Protect) and the blank line at the right to reflect the cost(s) thereof. Collectively, this item and item 11j of Lease Agreement 10 comprise the lease worksheet item 12F amount. This field is not applicable on single payment transactions as it cannot be capitalized on single payment transactions.

NOTE: Multiple items can appear on the same line as long as the \$ amount of each item appears next to it so as to clearly itemize the cost of each item.

- l. Gross Capitalized Cost= \$ _____
On monthly payment transactions this line is the total of items 11a-11k of Lease Agreement 10 and line 13 of the Lease Worksheet. On single payment transactions this line is the total of item 11a only of Lease Agreement 10.

11. Itemization of Gross Capitalized Cost.		
a. Agreed upon value of the vehicle	\$	24355.00
b. Ally administrative fee	+ \$	595.00
c. License/registration/title fees	+ \$	N/A
d. Sales tax	+ \$	N/A
e. Other tax (describe)	+ \$	N/A
f. Optional service contract	+ \$	750.00
g. Optional maintenance contract	+ \$	N/A
h. Optional life insurance	+ \$	N/A
i. Optional disability insurance	+ \$	N/A
j. DOC FEE	+ \$	75.00
k. N/A	+ \$	N/A
I. Gross Capitalized Cost		= \$ 25775.00

12. OFFICIAL FEES AND TAXES.

ESTIMATED TOTAL FEES AND TAXES YOU MUST PAY DURING LEASE \$ _____
This is the total estimated cost of all official fees and taxes the lessee will incur during the full scheduled term of the lease, including all such amounts due at lease signing or delivery (whether paid by the lessee at that time or capitalized). It does not include the Ally administrative fee or any dealer-imposed fees, but does include such fees and taxes as title/lien fees, registration fees/taxes, license fees/taxes, sales/use tax (including tax on capitalized cost reduction), excise tax, personal property tax, etc . All applicable official fees and taxes must be disclosed whether or not the dealership has a role in collecting those amounts.

NOTE: The methodologies for assessing official fees and taxes and the resulting costs vary widely from state-to-state and frequently from locale-to-locale.

<p>12. Official Fees and Taxes. You will pay all government license, title, registration, testing, and inspection fees for the vehicle. You will pay all taxes on the lease, payments due under the lease, or the vehicle that the government levies on you, the vehicle, or us (except our net income taxes). We may change your monthly payment if taxes change. We may bill you separately for official fees and taxes.</p> <p>Estimated Total Official Fees and Taxes You Must Pay During Lease. \$ <u>1500.55</u></p> <p>The actual total of official fees and taxes may be higher or lower depending on tax rates in effect or the vehicle value when a fee or tax is assessed.</p>

13. DISPOSITION FEE WAIVER.

This item refers to a disposition fee waiver (an amount that could be disclosed in item 3 "OTHER CHARGES" of the lease agreement). Currently not applicable to Ally SmartLeases.

<p>13. Disposition Fee Waiver. We will waive any Disposition Fee shown in Section 3 if, at the time this lease ends, you enter into a motor vehicle lease or installment sale contract that the dealer assigns to Ally.</p>

14. LEASE TERM.

Lease Term: _____ months. *(this is new for Lease Agreement 10) Enter the total number of months for the lease term (e.g. 39) – same as the "Term (months) _____" in the upper right corner of the front of the lease worksheet.*

<p>14. Lease Term: <u>39</u> months.</p>

15. TOTAL ALLOWED MILEAGE.

The total mileage allowed on the odometer at lease end is _____ miles. *Same as item 17 of lease worksheet.*

Extra Miles. The total allowed mileage includes _____ extra miles *This is a lessee option. Enter the number of extra miles the lessee wishes to purchase beyond the total base mileage for the entire term of the lease ... same as item 16C of the lease worksheet ... unless that number is negative, in which case the entry for this field is 0[zero]* that you are buying at \$ _____ per mile. *(Same as item 16D of lease worksheet). If the lessee contracts for extra miles, enter the applicable cost of each extra mile preceded by a decimal point [do not use cent sign]. The applicable mileage charges (per mile) are listed in the Ally SmartLease Dealer Policy and Procedure Manual.*

NOTE: The total cost of the contracted extra miles reduces the residual value accordingly, which is reflected on Line 22 of the lease worksheet.

18. OPTIONAL INSURANCE, SERVICE CONTRACTS, AND MAINTENANCE AGREEMENTS.

Optional Insurance

- Enter the name and address of the approved insurer in the “Provider” field.
- If life insurance is included, indicate whether the lessee, co-lessee or both are insured. Enter the premium in the “Charge or Premium” field and the coverage limit amount in the “Coverage” field.

NOTE: Life insurance may not be included in a single payment lease.

- If disability insurance is being written, enter the premium in the “Charge or Premium” field and the monthly coverage limit amount in the “Coverage” field.

NOTE: Disability insurance may not be included in a single payment lease.

- The lessee/co-lessee must initial where indicated.
- If there is not coverage written, enter “N/A” on all lines/fields.

NOTE: Currently, Tire/Road Hazard Protection for the states of Kentucky, New York, Ohio and Washington is the only approved product for the third box of the Optional Insurance section

18. Optional Insurance, Service Contracts, and Maintenance Agreements. We do not require any of the insurance, products, or services listed in this section. Your decision to buy them or not buy them is not a factor in our decision to approve this lease. We will try to get any optional insurance coverage(s) that you initial below. A notice you receive when you sign this lease describes the coverage(s) in greater detail. Life insurance and disability insurance may not cover taxes and other amounts due besides the base monthly payment.

Optional Insurance	Coverage	Charge or Premium	Provider	By initialing below, you indicate you want the insurance
Life Insurance (Monthly Payment Lease Only)	N/A Lessee N/A Co-Lessee Coverage is for lease term Coverage limit \$ N/A	\$ N/A	N/A	Lessee/Co-Lessee initials N/A / N/A
Disability Insurance (Monthly Payment Lease Only)	Lessee Coverage is for lease term Monthly Coverage limit \$ N/A	\$ N/A	N/A	Lessee/Co-Lessee initials N/A / N/A
N/A	N/A Months N/A Miles Coverage limit \$ N/A	\$ N/A	N/A	Lessee/Co-Lessee initials N/A / N/A
Other Optional Product or Service			Term	
N/A			N/A Months, N/A Miles	
N/A			N/A Months, N/A Miles	

Other Optional Product or Service

This section is designed to accommodate optional service and maintenance contracts such as GMPP and SmartCare.

Enter the name of the provider in one of the blank boxes under “Other Optional Product or Service.” Enter the term and mileage restrictions in the applicable fields under “Term.”

If no optional service or maintenance contract exists, enter “N/A” in all lines/fields.

NOTE: Any items in this section 18 (Optional Insurance, Service Contracts, and Maintenance Agreements) must also be disclosed in Section 5 (Amount Due at Lease Signing or Delivery), if paid at signing. Or in Section 11 (Itemization of Gross Capitalized Cost) lines 11 f, g, h, or l, if capitalized.

SIGNATURES AREA

LESSEE/CO-LESSEE:

The lessee and co-lessee (if applicable) must sign his/her name on the “Lessee” and “Co-Lessee lines unless the lessee is a business. If the lessee is a business, the name of the company is shown on the “LESSEE” line and an authorized signatory must sign next to “BY.” Completion of the “BY” line is not required if the lessee is not a business.

NOTICE TO LESSEE:

Enter the city and state in which the lease agreement is signed and the date the lease is signed.

NOTE: The date must coincide with the 1st monthly payment due date in item 2a of Lease Agreement 10 for a monthly payment lease, or in item 2b for a single payment lease.

LESSOR:

Enter the legal dealer name after “LESSOR” and an authorized signatory must sign next to “BY.” That individual’s title must be shown next to “TITLE” and “DATE” must be the date the authorized signatory signed, which should always be the same date that the lessee and co-lessee (if applicable) signed.

Signatures

THIS IS THE ENTIRE AGREEMENT. This lease, including the front and back of this form, contains the entire agreement between you and us relating to the lease of the vehicle. Any change to this lease must be in writing, and we must sign it. No oral changes are binding.

LESSEE: X JOHN SMITH SIGNATURE BY: X CO-LESSEE: X

We may delay or refrain from enforcing any of our rights under this lease without losing them.

NOTICE TO LESSEE. 1. DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT. 2. YOU ARE ENTITLED TO A COPY OF THIS AGREEMENT.

YOU AGREE TO THE TERMS OF THIS LEASE. YOU CONFIRM THAT BEFORE YOU SIGNED THIS LEASE, WE GAVE IT TO YOU, AND YOU WERE FREE TO TAKE IT AND REVIEW IT.

YOU CONFIRM THAT YOU SIGNED THIS AGREEMENT AND RECEIVED A COPY AT ANYTOWN, ANYSTATE ON 07/26/2011
(city) (state) (month) (day) (year)

LESSEE: X JOHN SMITH SIGNATURE BY: X CO-LESSEE: X

Lessor agrees to the following: (1) Lessor accepts this lease. (2) If a party is identified in this lease as the intended assignee ("Intended Assignee"), Lessor (i) assigns all right, title, and interest in this lease to the Intended Assignee, under the terms of the Lease Plan Dealer Agreement in effect from time to time with the assignee (the "Dealer Agreement"), and (ii) assigns all right, title, and interest in the leased vehicle to the Intended Assignee, or its designee, under the terms of the Dealer Agreement. Lessor acknowledges that neither the Dealer Agreement nor this assignment renders Lessor an agent of the assignee.

LESSOR: ANY DEALER BY: X AUTHORIZED SIGNATURE TITLE: TITLE DATE: 07/26/2011

AUTHORIZATION FOR AUTOMATIC ELECTRONIC PAYMENTS – OPTIONAL – MONTHLY PAYMENT LEASE ONLY

The lessee has the option to ask that their monthly payments be transferred to us automatically and electronically from their checking or savings account. If the lessee elects this optional service, all fields in the authorization portion must be completed entirely. If the lessee does not elect this optional service, then all fields in the authorization portion must be completed with "N/A".

Authorization For Automatic Electronic Payments - Optional - Monthly Payment Lease Only

You have the option to ask that your monthly payments be transferred to us automatically and electronically from your checking or savings account when each monthly payment is due. We do not charge for this optional service. If you elect this optional service, we will send you a confirmation letter that will tell you the due date of the first payment that will be withdrawn. If a due date falls on a weekend or holiday, funds will be withdrawn on the next business day. If the amount to be transferred will vary from the previous transfer, we will reflect the amount to be transferred on your statement.

To elect this optional service, please complete the authorization below.

Authorization

Name of your financial institution ("Bank"): ANY BANK

ABA routing number: 123456789

Bank account number: 1234567890

Checking account Savings account - Please contact your financial institution for assistance

Name(s) on account: JOHN SMITH

You authorize and request us (lessor, any assignee, and any servicer) to initiate electronic debit entries or use any other commercially reasonable accepted practice to charge your Bank account identified above. You authorize and request Bank to honor debit entries we initiate and debit these charges to your account. This authorization relates to your monthly lease payment. This authorization will remain in effect until all amounts related to the lease are paid in full, or until you cancel this authorization. To cancel, you must call us at 1-888-925-2559 at least three business days before the next payment due date. This is the only way you may cancel this authorization.

Lessee: X JOHN SMITH SIGNATURE

Anyone else whose signature is required to withdraw funds from the Bank account: X