

Prepared For: County of San Benito
Avera, Julie

Date 01/05/2022
AE/AM MW6/EH0

Unit #

Year 2022 **Make** RAM **Model** ProMaster 1500

Series Base Cargo Van High Roof 136 in. WB

Vehicle Order Type In-Stock **Term** 60 **State** CA **Customer#** 537899

\$ 47,073.24	Capitalized Price of Vehicle ¹
\$ 0.00 *	Sales Tax <u>0.0000%</u> State CA
\$ 579.05 *	Initial License Fee
\$ 0.00	Registration Fee
\$ 0.00	Other: (See Page 2)
\$ 0.00	Capitalized Price Reduction
\$ 0.00	Tax on Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00 *	Tax on Gain On Prior
\$ 0.00 *	Security Deposit
\$ 0.00 *	Tax on Incentive (Taxable Incentive Total : \$0.00)

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name	TBD
Exterior Color	(0 P) Bright White Clearcoat
Interior Color	(0 I) Black w/Cloth Bucket Seats or Leather T
Lic. Plate Type	Exempt
GVWR	0

\$ 47,073.24	Total Capitalized Amount (Delivered Price)
\$ 588.42	Depreciation Reserve @ <u>1.2500%</u>
\$ 221.06	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²
, Including Management Fee of	\$ 70.61

\$ 809.48 Total Monthly Rental Excluding Additional Services

Additional Fleet Management

Master Policy Enrollment Fees

\$ 0.00 Commercial Automobile Liability Enrollment
Liability Limit \$0.00

\$ 0.00 Physical Damage Management

Comp/Coll Deductible 0 / 0

\$ 41.23 Full Maintenance Program ³ Contract Miles 37,500
Incl: # Brake Sets (1 set = 1 Axle) 0

OverMileage Charge \$ 0.0400 Per Mile

Tires 0

Loaner Vehicle Not Included

\$ 41.23 Additional Services SubTotal

\$ 74.88 Sales Tax 9.2500% **State** CA

\$ 925.59 Total Monthly Rental Including Additional Services

\$ 11,768.04 Reduced Book Value at 60 Months

\$ 475.00 Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 7,500
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle. Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

LESSEE County of San Benito

BY _____ **TITLE**

DATE

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.

² Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain

separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Other Totals

Description	(B)illed or (C)apped	Price
Pricing Plan Delivery Charge	B	\$ 150.00
Courtesy Delivery Fee	C	\$ 0.00
Total Other Charges Billed		\$ 150.00
Total Other Charges Capitalized		\$ 0.00
Other Charges Total		\$ 150.00

VEHICLE INFORMATION:

2022 RAM ProMaster 1500 Base Cargo Van High Roof 136 in. WB - US

Series ID: VF1L13

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$37,109	\$38,785.00
Total Options	\$1,177.00	\$1,305.00
Destination Charge	\$1,795.00	\$1,795.00
Total Price	\$40,081.00	\$41,885.00

SELECTED COLOR:

Exterior: PW7-(0 P) Bright White Clearcoat

Interior: X9-(0 I) Black w/Cloth Bucket Seats or Leather Trimmed Bucket Seats or Vinyl Bucket Seats

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
22A	Quick Order Package 22A	NC	NC
A7	Cloth Bucket Seats	STD	STD
AD6	Interior LED Lighting Group	\$176.00	\$195.00
APA	Monotone Paint Application	STD	STD
DFH	Transmission: 9-Speed 948TE Automatic	STD	STD
ERF	Engine: 3.6L V6 24V VVT	STD	STD
GTR	Power Folding/Heated Mirrors	\$266.00	\$295.00
GXK	Additional Key Fobs (2)	\$113.00	\$125.00
LDB	Rear Cargo LED Lamp	Included	Included
LHA	Ambient LED Interior Lighting	Included	Included
LNJ	Front Fog Lamps	\$176.00	\$195.00
NAS	50 State Emissions	NC	NC
PW7_01	(0 P) Bright White Clearcoat	NC	NC
SDJ	Medium Duty Suspension	STD	STD
STDAX	3.86 Axle Ratio	STD	STD
TWA	Tires: LT225/75R16E BSW All Season	STD	STD
UBC	Radio: Uconnect 5 w/7" Display	STD	STD
WCS	Wheels: 16" x 6.0" Steel	STD	STD
WMN	Center Wheel Cap	Included	Included
X9_01	(0 I) Black w/Cloth Bucket Seats or Leather Trimmed Bucket Seats or Vinyl Bucket Seats	NC	NC
XAG	ParkSense Front/Rear Park Assist System	\$446.00	\$495.00
Z1C	GVWR: 8,550 lbs	STD	STD

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 3
Rear Cargo Door Type: split swing-out
Driver And Passenger Mirror: power remote heated power folding side-view door mirrors with turn signal indicator
Convex Driver Mirror: convex driver and passenger mirror
Mirror Type: trailer mirrors
Door Handles: black
Front And Rear Bumpers: black front and rear bumpers
Rear Step Bumper: rear step bumper
Body Material: fully galvanized steel body material
Fender Flares: grey fender flares
Grille: silver grille

Convenience Features:

Air Conditioning: manual air conditioning
Power Windows: power windows with driver and passenger 1-touch down
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Auto Locking: auto-locking doors
Passive Entry: proximity key
Trunk FOB Controls: keyfob trunk/hatch/door release
Steering Wheel: steering wheel with manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Front Cupholder: front cupholder
Glove Box: glove box
Driver Door Bin: driver and passenger door bins
Dashboard Storage: covered dashboard storage
IP Storage: bin instrument-panel storage
Driver Footrest: driver's footrest
Power Accessory Outlet: 1 12V DC power outlet

Entertainment Features:

radio: SiriusXM AM/FM/Satellite with seek-scan
Voice Activated Radio: voice activated radio
Speed Sensitive Volume: speed-sensitive volume
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 4 speakers
Internet Access: 4G LTE Wi-Fi Hot Spot internet access
1st Row LCD: 1 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: integrated roof antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: aero-composite halogen headlamps
Front Fog Lights: front fog lights
Cab Clearance Lights: cab clearance lights
Front Wipers: variable intermittent wipers
Tinted Windows: light-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front reading lights
Variable IP Lighting: variable instrument panel lighting
Display Type: analog appearance
Tachometer: tachometer
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Park Distance Control: ParkSense front and rear parking sensors
Trip Computer: trip computer
Trip Odometer: trip odometer

Front Pedestrian Braking: pedestrian detection
Forward Collision Alert: forward collision
Water Temp Gauge: water temp. gauge
Clock: in-radio display clock
Systems Monitor: systems monitor
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Low Oil Level Warning: low-oil-level warning
Low Coolant Warning: low-coolant warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Low Washer Fluid Warning: low-washer-fluid warning
Bulb Failure Warning: bulb-failure warning
Door Ajar Warning: door-ajar warning
Trunk Ajar Warning: trunk-ajar warning
Brake Fluid Warning: brake-fluid warning
Transmission Fluid Temperature Warning: transmission-fluid-temperature warning
Brake Pad Wear: brake pad wear

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: Brembo four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Spare Tire Type: full-size spare tire
Spare Tire Mount: underbody mounted spare tire
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: curtain 1st row overhead airbag
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front seatbelt pre-tensioners
Side Impact Bars: side-impact bars
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Ignition Disable: immobilizer
Electronic Stability: Crosswind Assist electronic stability stability control with anti-roll
Traction Control: ABS and driveline traction control
Front and Rear Headrests: fixed front head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 2
Front Bucket Seats: front bucket seats
Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments
Reclining Driver Seat: manual reclining driver and passenger seats
Driver Seat Mounted Armrest: driver and passenger seat mounted armrests
Driver Fore/Aft: manual driver and passenger fore/aft adjustment
Leather Upholstery: cloth front seat upholstery
Headliner Material: front cloth headliner
Floor Covering: front vinyl/rubber floor covering
Shift Knob Trim: urethane shift knob
Cargo Tie Downs: cargo tie-downs
Cargo Light: cargo light

Standard Engine:

Engine 280-hp, 3.6-liter V-6 (regular gas)

Standard Transmission:

Transmission 9-speed automatic w/ OD and auto-manual

AMENDMENT TO MASTER EQUITY LEASE AGREEMENT

THIS AMENDMENT TO MASTER EQUITY LEASE AGREEMENT (this "Amendment") is made and entered into as of the , by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and County of San Benito ("Lessee").

WITNESSETH:

WHEREAS, Lessor and Lessee are parties to certain Master Equity Lease Agreement dated 4th day of Nov, 2015, as amended (the "Agreement"; all capitalized terms used and not otherwise defined in this Amendment shall have the respective meanings ascribed to them in the Agreement as amended by this Amendment); and

WHEREAS, Lessor and Lessee desire to amend the Agreement in the manner hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee hereby agree as follows:

1. Notwithstanding the second to last sentence of Section 1 of the Agreement, Lessor and Lessee hereby agree that, solely for federal, state and local income tax purposes, the lease by Lessor to Lessee under the Agreement of following Vehicles (the "Specified Vehicles") will be treated as a conditional sale rather than a true lease and that Lessee will be treated as the owner of the Vehicle solely for such income tax purposes:

<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>Quote #</u>
2022	RAM	ProMaster 1500	6155175

The Agreement and this Amendment have the specific intent of creating a conditional sale rather than a true lease with respect to the vehicles listed above, and by design, give appropriate consideration to tax statutes, Regulations, Court decisions, and IRS rulings and positions. In recognition of that intent, each of Lessor and Lessee hereby further agrees that it will not take any action or file any return or other document inconsistent with such tax treatment or with the ownership of the Specified Vehicles by Lessee solely for such income tax purposes.

Notwithstanding the foregoing, or anything else in this Amendment, the Agreement or any Schedule to the contrary, and given the inherent uncertainty that exists with respect to any advertised tax result or outcome, Lessee hereby acknowledges and agrees that Lessor makes no representation, warranty or covenant that any tax authority will not assert a contrary position or assert that (a) the lease of the Specified Vehicles by Lessor to Lessee is a true lease for tax purposes, (b) Lessee is not the owner of the Specified Vehicles for tax purposes and/or (c) Lessee is not entitled to claim any depreciation or recovery deduction for tax purposes with respect to the Specified Vehicles. Lessee shall be solely liable for any and all costs and expenses, including, without limitation, any and all attorneys' fees, incurred in contesting any such treatment of the lease of the Specified Vehicles as other than a conditional sale and shall keep Lessor informed, in writing, of any dispute with any tax authority as to the tax treatment of the lease of the Specified Vehicles.

2. All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment to Master Equity Lease Agreement as of the

Enterprise FM Trust (Lessor)

County of San Benito ("Lessee")

By: Enterprise Fleet Management, Inc., its attorney in fact

By **Tom Dolan** Digitally signed by Tom Dolan

By _____

Title: Fleet Management AVP

Title: _____