

Dodge Double-Up Lease Guarantee Program Customer Terms and Conditions

This **Program** is available, at no cost to **You**, as part of **Your** new 2014 Model Year Dodge Challenger or Dodge Charger vehicle one (1) year lease. Subject to the definitions, qualifications, limitations and requirements set forth in this **Agreement**, and at the expiration of **Your** one year lease, **We** will offer **You** a three (3) year lease on an **Eligible Replacement Vehicle** at the same monthly payment of **Your** one year lease.

A. Definitions:

Throughout this **Agreement**, **You** and **Your** refer to the **Lessee**. **We**, **Us**, and **Our** refer to Chrysler Group, LLC. In addition, when in bold certain words and phrases are defined as follows:

Lessee means the individual(s) who executed the one (1) year lease agreement related to the **Eligible Vehicle**;

Administrator means cynoSure Financial, Inc. **You** may contact the **Administrator** if **You** have questions regarding this **Agreement**. The **Administrator** can be reached by phone at 1-877-354-3871, mail at PO Box 7690, St. Clair Shores, MI 48080, or email at doubleup@cynosurefinancial.com;

Agreement Period means a period of one (1) year which starts on the **Delivery Date** of **Your Eligible Vehicle** and ends on the same month and day in 2015;

Delivery Date means the date **You** take possession of **Your Eligible Vehicle**;

Eligible Vehicle means a new 2014 Model Year Dodge Challenger (excluding SRT Models) or Dodge Charger (excluding SRT and SE Models) vehicle that is leased through Chrysler Capital from a **Participating Dealership** located in the United States that is not used for a **Commercial Purpose**;

Eligible Replacement Vehicle means a new 2015 Model Year Dodge Challenger (excluding SRT Models) or Dodge Charger (excluding SRT and SE Models) vehicle that is leased through Chrysler Capital from the same **Participating Dealership** that leased **Your Eligible Vehicle**;

Commercial Purpose means vehicles used for carrying goods or passengers for livery or delivery purposes. **Commercial Purpose** shall also include vehicles used for the following purposes: security services, police vehicles and emergency vehicles. Share-the-expense car pools are not considered a **Commercial Purpose** under **these** Terms and Conditions;

Participating Dealership means a motor vehicle dealership located in the United States that (1) is authorized in writing by **Chrysler** (or one of its subsidiaries) to advertise for sale and sell/lease new **Dodge** Vehicles, and (2) has elected to participate in the **Dodge Double-Up Lease Guarantee Program**;

Down Payment means an initial cash or trade equity payment made by **You** that reduces the lease capitalized cost or is applied to other amounts due at lease signing;

Target Agreed upon Cost means the greater of ninety-six percent (96%) of MSRP or two hundred dollars (\$200.00) over **Participating Dealership** invoice amount;

Lease Mileage means 15,000 miles for the **Eligible Vehicle** one (1) year lease and 12,000 miles per year for the **Eligible Replacement Vehicle** three (3) year lease, and

Guaranteed Monthly Payment Amount means the amount of **Your** one (1) year lease monthly payment for the **Eligible Vehicle** **You** leased through a **Participating Dealer**. The **Guaranteed Monthly Payment Amount** is based on the following:

- **You** paying an upfront **Down Payment** of Two Thousand Six Hundred Seventy Dollars (\$2,670.00), or less, which excludes your first monthly lease payment, taxes, title fees, licensing fees, and **Participating Dealership** added after-market products, and;
- The **Participating Dealership** leasing **Your Eligible Vehicle** at an agreed upon cost of no less than the **Target Agreed upon Cost**.

The **Guaranteed Monthly Payment Amount** for leases where there was an upfront **Down Payment** greater than Two Thousand Six Hundred Seventy Dollars (\$2,670.00) and/or an agreed upon cost of **Your Eligible Vehicle** less

than the **Target Agreed Upon Cost** will be calculated as if the upfront **Down Payment** was Two Thousand Six Hundred Seventy Dollars (\$2,670.00) and the agreed upon cost was equal to the **Target Agreed upon Cost**. In this instance, the **Guaranteed Monthly Payment Amount** will be higher than the monthly lease payment on **Your Eligible Vehicle**. The **Guaranteed Monthly Payment Amount** does not include the costs for any taxes, titling fees, licensing fees, or any Participating Dealership added after-market products. In no instance will the **Guaranteed Monthly Payment Amount** be lower than three hundred and twenty nine dollars (\$329.00).

B. Qualifications for the Dodge Double-Up Lease Guarantee:

To qualify for the Dodge **Double-Up Lease Guarantee Program**:

- The **Eligible Vehicle** must be a new 2014 Model Year Dodge Challenger (excluding SRT Models) or Dodge Charger (excluding SRT and SE Models) vehicle that is not used for a **Commercial Purpose**.
- **You** must have leased an **Eligible Vehicle** and taken **Delivery** between April 18, 2014 and September 2, 2014.
- **You** must not have utilized any incentive programs except for the Program Bonus Cash Incentive toward the lease of **Your Eligible Vehicle**.
- In the event there is more than one (1) **Lessee**, only one (1) **Lessee** can qualify for the **Dodge Double-Up Lease Guarantee** benefit.
- **You** must have fulfilled the agreement obligations associated with **Your** one (1) year lease of an **Eligible Vehicle**.
- **You** must have leased an **Eligible Replacement Vehicle** within forty five (45) days of the expiration date of **Your** one (1) year lease.
- The **Eligible Replacement Vehicle** must have an MSRP that is not more than fifteen hundred dollars (\$1,500.00) higher than the **Eligible Vehicle** **You** leased. If the MSRP on the **Eligible Replacement Vehicle** is more than fifteen hundred dollars (\$1,500.00) higher than **Your** leased **Eligible Vehicle**, it will result in a higher lease payment and/or an upfront **Down Payment** requirement (as determined on a case-by-case basis between **You** and the **Participating Dealership**).
- The **Eligible Replacement Vehicle** must be leased at an agreed upon cost of no more than the **Target Agreed upon Cost**. If the agreed upon cost of the **Eligible Replacement Vehicle** is more than the **Target Agreed upon Cost**, it will result in a higher lease payment and/or an upfront **Down Payment** requirement (as determined on a case-by-case basis between **You** and the **Participating Dealership**).
- **You** must have the same or better credit quality at the end of **Your** one (1) year lease as **You** did at the beginning of **Your** one (1) year lease.
- **You** must sign the Double-Up Lease Guarantee Program Acknowledgement Form and then send the following documents to the Program Administrator within sixty (60) days of **You** taking delivery of **Your Eligible Vehicle**.
 - A copy of the signed Acknowledgement Form
 - A copy of **Your** Chrysler Capital lease agreement
 - A copy of the Chrysler Capital Lease Worksheet

Mail to: cynoSure Financial
Double-Up Lease Guarantee Administrator
P.O. Box 7690
St. Clair Shores, MI 48080.

Email to: doubleup@cynosurefinancial.com

Fax to: (586) 771-3867

C. Benefit(s):

Provided **You** have qualified as specified in this **Agreement**, **You** are eligible for a lease on an **Eligible Replacement Vehicle**. The Term of the lease will be for three (3) years. There is no **Down Payment** required from **You**. **You** are responsible for the first month's lease payment, taxes, title fees, **Participating Dealership** added after-market products and all finance fees, including acquisition and disposition fees. **Your** monthly payment will be equal to the **Guaranteed Monthly Payment Amount**, which may be higher than your one (1) year lease payment. **Eligible Replacement Vehicle Lease Mileage** in excess of 12,000 miles per year for **Your** three (3) year lease would result in a higher **Guarantee Monthly Payment**.

D. What is Not Covered Under This Agreement:

This **Agreement** does not apply to and will not provide payment if:

- **You** do not meet all the qualifications contained in this **Agreement**;
- **Your Eligible Vehicle** lease is part of a fleet or commercial sale;
- **Your Eligible Vehicle** was used for a **Commercial Purpose**;

- **You** incur a total loss to **Your Eligible Vehicle** prior to **Eligible Replacement Vehicles** being available for lease;
- **You** do not maintain **Your** credit worthiness over the term of **Your** one (1) year lease;
- **Your Eligible Replacement Vehicle** was not leased from the same **Participating Dealership** that leased **Your Eligible Vehicle**;
- **You** do not meet the insurance requirements necessary to lease the **Eligible Replacement Vehicle**
- **You** decide to purchase **Your Eligible Vehicle** at lease expiration; or
- In the case of **Your** death.

E. How to File a Request for Benefit(s):

If **You** decide to lease an **Eligible Replacement Vehicle**, call the **Administrator** at 1-877-354-3871 forty-five (45) days prior to the expiration of **Your** one (1) year lease. **You** may also contact the **Administrator** by email at doubleup@cynosurefinancial.com.

The **Administrator** will fax, email or mail to **You** a “Request for Benefit” form. To qualify for the **Guaranteed Monthly Payment Amount** on a three (3) year lease of **Your Eligible Replacement Vehicle**, the following required items must be faxed, emailed or provided to the **Administrator**. The “Request for Benefit” form will provide **You** with the fax number, email address or mailing address to use.

In addition to the fully completed Request for Benefit form, **You** need to provide:

1. A copy of the Lease Contract for **Your Eligible Vehicle** or other transaction documentation showing:
 - a) **You** as a signer;
 - b) **Your Eligible Vehicle Delivery Date**;
 - c) The Make, Model, Model Year and Vehicle Identification Number of the **Eligible Vehicle**, and
 - d) The MSRP of the **Eligible Vehicle**.
2. A copy of **Your** current Driver’s License verifying **You** are the Lessee.
3. A copy of a letter showing **Your Eligible Vehicle** lease has been closed.
4. A copy of the Window Sticker and Lease Contract for **Your Eligible Replacement Vehicle** that you would like to lease or other transaction documentation showing:
 - a) The Make, Model, Model Year and Vehicle Identification Number of the **Eligible Replacement Vehicle**.
 - b) The MSRP of the **Eligible Replacement Vehicle**.
5. Any other documentation **Administrator** may reasonably request.

Once the **Administrator** has reviewed and verified **Your** documentation, **You** will be provided with details and documentation to take to a **Participating Dealership** in order to execute a lease agreement and take delivery of **Your Eligible Replacement Vehicle**.

F. Other Provisions Applicable to This Agreement:

This Agreement is the entire agreement between the parties concerning its subject matter, supersedes all prior agreements and understandings, whether or not written, and is not intended to confer upon any person other than the parties, including any of Your creditors, any rights or remedies hereunder.

Dispute Resolution – Arbitration:

1. Any dispute, claim or controversy **You** may have with Chrysler Capital or its employees, agents, successors or assigns that arises out of, or relates to, **Your** credit application or the Motor Vehicle Lease Agreement **You** signed, shall be resolved in accordance with the Arbitration Agreement included in your Motor Vehicle Lease Agreement. To the greatest extent possible, the parties will endeavor to resolve any disputes relating to the Program or this **Agreement** through amicable negotiations. Failing settlement, any controversy or dispute **You** may have with, or claims **You** may have against, Chrysler Group LLC or its subsidiaries and affiliates relating to, arising under or relating to (i) the Program, (ii) this **Agreement**, including the existence, validity, interpretation, performance, termination or breach of this **Agreement**, but excluding claims for injunctive relief (which shall be governed by Paragraph[3] below), or (iii) the determination of the scope or applicability of this agreement to arbitrate, will finally be settled by binding arbitration before a single arbitrator (the “**Arbitration Tribunal**”) to be jointly appointed by the parties seeking resolution of the disputed matter(s). The Arbitration Tribunal shall self-administer the arbitration proceedings utilizing the Commercial Arbitration Rules of the American Arbitration Association (the “Association”), including the Expedited Procedures of the Association; provided, however, that the Association shall not administer the arbitration. The arbitrator must be a retired judge of a state or federal court of the United

States or a licensed lawyer with at least 15 years of corporate or commercial law experience from a law firm with at least ten attorneys and at least an AV rating by Martindale Hubbell. If the parties cannot agree on an arbitrator, either party may request a court of competent jurisdiction to appoint an arbitrator, which appointment will be final.

2. The arbitration hearing will be carried out in the federal district where you reside, unless You and We agree otherwise. Each party will have discovery rights as provided by the Federal Rules of Civil Procedure within the limits imposed by the Arbitration Tribunal; provided, however, that all such discovery will be commenced and concluded within 60 days of the selection of the arbitrator. It is the intent of the parties that any Arbitration Tribunal will be concluded as quickly as reasonably practicable. Once commenced, hearings on the disputed matter(s) will be held four days a week until concluded, with each hearing date to begin at 9:00 a.m. and to conclude at 5:00 p.m. The Arbitration Tribunal will use all reasonable efforts to issue the final written report containing an award or awards, if any, within a period of five business days after closure of the proceedings. Failure of the Arbitration Tribunal to meet the time limits of this Paragraph 2 will not be a basis for challenging the award. The Arbitration Tribunal will not have the authority to award punitive damages to either party. Each party will bear its own expenses, but the parties will share equally the expenses of the Arbitration Tribunal. The Arbitration Tribunal shall award attorneys' fees and other related costs payable by the losing party to the successful party as it deems equitable. This **Agreement** will be enforceable, and any arbitration award will be final and non-appealable, and judgment thereon may be entered in any court of competent jurisdiction. Notwithstanding the foregoing, claims for injunctive relief may be brought in a state or federal court in the state in which the Eligible Vehicle pertaining to which the dispute arose was leased.

3. Unless otherwise agreed in writing by the parties, performance of their respective obligations under this **Agreement** shall be continued in full by the parties during the dispute resolution process and until any Arbitration Tribunal is completed. Any party hereto shall be entitled to seek equitable relief against any other party by way of a temporary or preliminary injunction without having to first file mediation or arbitration for the purpose of obtaining a temporary or preliminary injunctive relief. Any temporary or preliminary order issued shall be without prejudice to any final decision reached by an Arbitration Tribunal pursuant to this **Agreement**. Any action brought to enforce the terms of this **Agreement** or adjudicate any dispute arising out of this **Agreement**, involving a request for a temporary or preliminary injunction, shall exclusively be brought in the state in which the Eligible Vehicle pertaining to which the dispute arose was leased. Any other action or proceeding brought to enforce the terms of this **Agreement** or adjudicate any dispute arising out of this **Agreement** shall be exclusively heard by an Arbitration Tribunal pursuant to paragraphs (1) and (2) above. The parties will not raise in connection therewith, and hereby waive, any defenses based upon venue, the inconvenience of the forum, the lack of personal jurisdiction, the sufficiency of service of process or the like in any such action, suit or proceeding brought in the aforesaid State. In addition, for purposes of a court issuing a temporary or preliminary injunction, the parties waive any arguments relating to irreparable injury, success on the merits, balancing of the harms and all of the other traditional injunctive relief factors required under applicable law, as well as any arguments with respect to enforceability of this **Agreement**.

4. No arbitration shall be brought to recover under the **Agreement** prior to the expiration of sixty (60) days after a fully completed request for benefit form has been furnished to Chrysler Group LLC and/or the **Administrator**, as applicable, in accordance with the requirements of this **Agreement**.

Misrepresentation and Fraud: This **Agreement** may be cancelled if **You** conceal or misrepresent any material fact or circumstance concerning **Your Eligible Vehicle**.

Not Transferable: **You** may not assign or transfer this **Agreement** at any time. The rights under this **Agreement** are not transferable to any subsequent lessee, owner or any other person or entity to whom the **Eligible Vehicle** is conveyed by operation of law or otherwise; including, without limitation, through repossession, death, or as a gift.

Tax Implications: **You** may be subject to federal, state, or local tax on any **benefit paid**. **You** should contact a tax advisor/consultant if **You** have any questions regarding the tax implications associated with this program.