

Prepared For: City of Coachella
Martinez, Maritza

Date 07/18/2023
AE/AM RRM/am

Unit #

Year 2023 **Make** Tesla **Model** Model Y

Series Long Range 4dr All-Wheel Drive Sport Utility

Vehicle Order Type Ordered **Term** 12 **State** CA **Customer#** 588084

\$ 60,530.00	Capitalized Price of Vehicle ¹
\$ 0.00 *	Sales Tax <u>0.0000%</u> State <u>CA</u>
\$ 787.69 *	Initial License Fee
\$ 0.00 *	Registration Fee
\$ 400.00	Other: (See Page 2)
\$ 60,929.00 *	Capitalized Price Reduction
\$ 5,331.29 *	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	pool driver
Exterior Color	(0 P) Pearl White Multi-Coat
Interior Color	(0 I) Black w/Vegan Leather Seat Trim
Lic. Plate Type	Unknown
GVWR	0

\$ 1.00	Total Capitalized Amount (Delivered Price)
\$ 0.08	Depreciation Reserve @ <u>8.0000%</u>
\$ 60.93	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²
\$ 61.01	Total Monthly Rental Excluding Additional Services

Additional Fleet Management

Master Policy Enrollment Fees
Commercial Automobile Liability Enrollment
Liability Limit \$0.00

\$ 0.00	Physical Damage Management	Comp/Coll Deductible	<u>0 / 0</u>
\$ 0.00	Full Maintenance Program ³ Contract Miles <u>7,500</u>	OverMileage Charge	<u>\$ 0.0500</u> Per Mile
	Incl: # Brake Sets (1 set = 1 Axle) <u>0</u>	# Tires <u>0</u>	Loaner Vehicle Not Included

\$ 0.00 Additional Services SubTotal

\$ 5.34 Sales Tax 8.7500% **State** CA

\$ 66.35 Total Monthly Rental Including Additional Services

\$ 0.04	Reduced Book Value at <u>12</u> Months
\$ 0.00	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 City of Coachella

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	C	\$ 125.00
Courtesy Delivery Fee	C	\$ 275.00
Total Other Charges Billed		\$ 0.00
Total Other Charges Capitalized		\$ 400.00
Other Charges Total		\$ 400.00

VEHICLE INFORMATION:

2023 Tesla Model Y Long Range 4dr All-Wheel Drive Sport Utility - US

Series ID: MODELYLRL

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$50,490	\$50,490.00
Total Options	\$4,250.00	\$4,250.00
Destination Charge	\$1,390.00	\$1,390.00
Total Price	\$56,130.00	\$56,130.00

SELECTED COLOR:

Exterior: PPSW-(0 P) Pearl White Multi-Coat
 Interior: BLK-(0 I) Black w/Vegan Leather Seat Trim

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
7SEAT	7 Seat Interior	\$4,000.00	\$4,000.00
BLK_02	(0 I) Black w/Vegan Leather Seat Trim	NC	NC
DLR	MF Adjustment	\$-1,000.00	\$-1,000.00
FEE	Non-Refundable Order Fee	\$250.00	\$250.00
PAINT	Monotone Paint	STD	STD
PPSW_01	(0 P) Pearl White Multi-Coat	NC	NC
STDAX	9.0 Axle Ratio	STD	STD
STDEN	Dual Motor: Fr AC Induction/Rr AC Permanent Magnet	STD	STD
STDGV	GVWR: 5,712 lbs	STD	STD
STDRD	Radio: Premium Audio System	STD	STD
STDTM	Vegan Leather Seat Trim	STD	STD
STDTN	Transmission: 1-Speed Automatic	STD	STD
STDTR	Tires: 255/45R19	STD	STD
STDWL	Wheels: 19" x 9.5" Gemini	STD	STD
TOW	Tow Hitch	\$1,000.00	\$1,000.00

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 4
Driver And Passenger Mirror: auto dimming power remote heated power folding side-view door mirrors with tilt down
Skid Plates: skid plates
Door Handles: black
Front And Rear Bumpers: body-coloured front and rear bumpers
Body Material: galvanized steel/aluminum body material
: class II trailering with harness, hitch
Fender Flares: black fender flares
Grille: black grille

Convenience Features:

Air Conditioning: automatic dual-zone front air conditioning
Air Filter: air filter
Console Ducts: console ducts
Steering Wheel A/C Controls: steering-wheel mounted A/C controls
Power Sunroof: front and rear fixed laminated glass sunroof
Seat Memory: 5 driver memory seat settings (includes door mirrors, steering wheel, audio, HVAC,)
Cruise Control: cruise control with steering wheel controls, Traffic-Aware Cruise Control distance pacing
Trunk/Hatch/Door Remote Release: power cargo access remote release
Power Windows: power windows with front and rear 1-touch down
1/4 Vent Rear Windows: power rearmost windows
Remote Keyless Entry: smart device-as-key remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Auto Locking: auto-locking doors
Passive Entry: proximity key
Valet Key: valet function
Trunk FOB Controls: keyfob trunk/hatch/door release
Window FOB Controls: remote window controls
Steering Wheel: heated steering wheel with power tilting, power telescoping, auto tilt-away
Day-Night Rearview Mirror: day-night rearview mirror
Auto-dimming Rearview Mirror: auto-dimming rearview mirror
Driver and Passenger Vanity Mirror: illuminated auxiliary driver and passenger-side visor mirrors
Navigation System: navigation system with voice activation
Front Cupholder: front and rear cupholders
Floor Console: full floor console with covered box
Glove Box: illuminated locking glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
Seatback Storage Pockets: 2 seatback storage pockets
IP Storage: covered bin instrument-panel storage
Driver Footrest: driver's footrest
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 1 12V DC power outlet

Entertainment Features:

radio: FM/HD with seek-scan
Radio Data System: radio data system
Amplifier: amplifier
Voice Activated Radio: voice activated radio
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 14 speakers
Internet Access: internet access
1st Row LCD: 1 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: window grid antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off aero-composite LED low/high beam headlamps
Auto-levelling Headlights: auto-leveling headlights
Auto-Dimming Headlights: auto high-beam headlights
Front Fog Lights: front fog lights
Front Wipers: variable intermittent rain detecting wipers wipers with heating wiper park
Rear Window Defroster: rear window defroster
Tinted Windows: deep-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front and rear reading lights
Door Curb/Courtesy Lights: 4 door curb/courtesy lights
Variable IP Lighting: variable instrument panel lighting
Display Type: digital appearance
Compass: compass
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Park Distance Control: front and rear parking sensors
Trip Computer: trip computer
Trip Odometer: trip odometer
Lane Departure Warning: lane departure
Blind Spot Sensor: blind spot
Front Pedestrian Braking: front pedestrian detection
Following Distance Indicator: following distance alert
Forward Collision Alert: forward collision
Clock: in-dash clock
Systems Monitor: driver information centre
Rear Vision Camera: rear vision camera
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Door Ajar Warning: door-ajar warning
Trunk Ajar Warning: trunk-ajar warning
Brake Fluid Warning: brake-fluid warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
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 and 2nd row overhead airbag
Knee Airbag: knee airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front and rear seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Perimeter Under Vehicle Lights: perimeter/approach lights
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Rear Child Safety Locks: rear child safety locks
Ignition Disable: immobilizer
Security System: security system Sentry Mode with video recording
Tracker System: tracker system
Electronic Stability: electronic stability
Traction Control: ABS and driveline traction control
Front and Rear Headrests: fixed front head restraints
Rear Headrest Control: 3 rear head restraints
3rd Row Headrests: 2 manual adjustable third row head restraints

Break Resistant Glass: break resistant glass

Seats And Trim:

Seating Capacity max. seating capacity of 7

Front Bucket Seats: front bucket seats

Front Heated Cushion: driver and passenger heated-cushions

Front Heated Seatback: driver and passenger heated-seatbacks

Heated Rear Seat: heated rear seat

Heated 3rdRow Seat: heated third row seat

Number of Driver Seat Adjustments: 8-way driver and passenger seat adjustments

Reclining Driver Seat: power reclining driver and passenger seats

Driver Lumbar: power 4-way driver and passenger lumbar support

Driver Height Adjustment: power height-adjustable driver and passenger seats

Driver Fore/Aft: power driver and passenger fore/aft adjustment

Driver Cushion Tilt: power driver and passenger cushion tilt

Front Centre Armrest Storage: front centre armrest

Rear Seat Type: rear manual reclining 40-20-40 split-bench seat

Rear Seat Fore/Aft: manual rear seat fore/aft adjustment

Rear Folding Position: rear seat fold-forward seatback

Rear Seat Armrest: rear seat centre armrest

3rd Row Seat Type: fixed third row 50-50 split-bench seat

Leather Upholstery: leatherette front and rear seat upholstery

Door Trim Insert: simulated suede door panel trim

Headliner Material: full cloth headliner

Floor Covering: full carpet floor covering

Dashboard Console Insert, Door Panel Insert Combination: aluminum/genuine wood instrument panel insert, door panel insert, console insert

LeatherSteeringWheel: leatherette steering wheel

Floor Mats: carpet front and rear floor mats

Interior Accents: metal-look interior accents

Cargo Space Trim: carpet cargo space

Trunk Lid: plastic trunk lid/rear cargo door

Cargo Tie Downs: cargo tie-downs

Cargo Light: cargo light

Concealed Cargo Storage: concealed cargo storage

Standard Engine:

Engine 425-hp, (electric)

Standard Transmission:

Transmission 1-speed automatic

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 City of Coachella ("Lessee").

WITNESSETH:

WHEREAS, Lessor and Lessee are parties to certain Master Equity Lease Agreement dated 12th day of Feb, 2020, 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>
2023	Tesla	Model Y	7308990

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)

City of Coachella ("Lessee")

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

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

By _____

Title: Fleet Management AVP

Title: _____