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Mariyana T. Spyropoulos
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**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT - LAW DIVISION**

MOTORCARLEASE USA INC.,)
)
Plaintiff,)
)
v.)
)
NARKE 720 LLC, AMOGH KARNEY, and)
ASAD AUTO REPAIR, INC.,)
)
Defendants.)

Case No. **2025L050653**

VERIFIED COMPLAINT

NOW COMES Plaintiff, MOTORCARLEASE USA INC. (“MotorCarLease”), by and through its attorneys, Chuhak & Tecson, P.C., and for its Verified Complaint against NARKE 720 LLC (“Narke 720”), Amogh Karney, and Asad Auto Repair, Inc. (“Asad Auto Repair”) (collectively, “Defendants”), states as follows:

PARTIES

1. MotorCarLease is a Florida corporation whose principal place of business is located in Miami, Florida.
2. Narke 720 is a dissolved Montana corporation whose principal place of business was located in Helena, Montana.
3. Amogh Karney is a Nebraska citizen who resides in Omaha, Nebraska. He controlled/controls Narke 720 and its property in all respects.
4. Asad Auto Repair is an Illinois corporation whose principal place of business is located in Chicago, Illinois.

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JURISDICTION & VENUE

5. Jurisdiction is proper in the State of Illinois pursuant to 735 ILCS 5/2-209, as: (a) one or more of Defendants reside in Illinois; (b) one or more of Defendants transact business in the State of Illinois; and (c) certain acts and transgressions that give rise to this lawsuit occurred substantially in the State of Illinois.

6. Venue is proper in Cook County, Illinois pursuant to 735 ILCS 5/2-101, as: (a) one or more of Defendants are residents of Cook County, Illinois; (b) certain acts and transgressions that give rise to this lawsuit occurred substantially in Cook County, Illinois; and (c) the property at issue is located in Cook County, Illinois.

FACTS

7. In or about November 2024, Amogh Karney approached Kearns Motor Car Company (“Kearns”), a dealer of luxury vehicles, about the possible lease of that certain 2019 Lamborghini Aventador SVJ, VIN ZHWCM6ZDXKLA08614 (“Vehicle”).

8. MotorCarLease agreed to provide lease financing to Amogh Karney for the Vehicle.

9. In conjunction with MotorCarLease’s agreement to finance the Vehicle, on November 5, 2024, MotorCarLease, as buyer, and Kearns, as seller, entered into that certain Used Motor Vehicle Purchase Contract (“Purchase Contract”) for the Vehicle. A true and correct copy of the Purchase Contract is attached hereto as Exhibit 1.

10. Pursuant to the Purchase Contract, Kearns assigned the Vehicle title to MotorCarLease and delivered the same to MotorCarLease. Subsequently, MotorCarLease registered its ownership of the Vehicle with the Florida Department of Highway Safety and Motor Vehicles, which issued a new title (“Vehicle Title”). A true and correct copy of the

Vehicle Title is attached hereto as Exhibit 2.

11. In conjunction with the Purchase Contract, on November 7, 2024, MotorCarLease, as lessor, and Narke 720 and Amogh Karney (collectively, “Lessee”), entered into that certain Open End Lease dated November 7, 2024 (“Lease”). A true and correct copy of the Lease is attached hereto as Exhibit 3.

12. Section 13(e) of the Lease provides that “[a]t all times during the Lease, the Lessee shall maintain, repair, and keep the Vehicle in good working order at his sole costs and expenses[.]”

13. Section 15 of the Lease provides that:

[MotorCarLease] hereby expressly disclaims all warranties, either express or implied, including any implied warranties of merchantability or fitness for a particular purpose and neither assumes nor authorizes any other person to assume for it any liability in connection with the lease of the Vehicle. The only warranties applying to this Vehicle are those offered by the Manufacturer, if any.

UNLESS PROHIBITED BY LAW, WE DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

14. Section 17 of the Lease provides that:

You give [MotorCarLease] the right to make any settlement with any insurance company, to collect directly from any insurance company any insurance proceeds in connection with the Vehicle and to endorse your name and negotiate any insurance check or draft for such proceeds. You agree to cooperate with [MotorCarLease] in collecting such insurance proceeds, including executing any appropriate papers. You grant us a security interest in the loss proceeds and any returned premiums of each of the insurance coverages described in this Lease and in the proceeds and any returned charges for any optional extended warranty agreement as security for your obligations to us under this Lease.

15. Section 20 of the Lease provides that:

Upon the occurrence of an Event of Default [i.e. failure to make payment], [MotorCarLease] shall give written notice to the Lessee indicating the occurrence of such Default. The Lessee may cure his Default within fifteen (15) days following receipt of [MotorCarLease’s] default notice or may immediately return the Vehicle to [MotorCarLease], without prejudice to [MotorCarLease’s] rights

and recourses to claim damages and penalties as provided herein and at law. Following the expiration of the fifteen (15) days period as provided in the default notice given by [MotorCarLease], the Lessee may no longer cure the Default notwithstanding any legal provision to the contrary. If [MotorCarLease] decides to avail itself of the right to repossess the Vehicle and terminate the Lease in accordance with the default notice sent to the Lessee, then the Lease shall be immediately terminated *ipso facto* at the expiration of the fifteen (15) days' notice, without any legal procedure or further notice and the Vehicle shall be forthwith immediately returned to the [MotorCarLease] at the Lessee's sole cost and expense together with the registration certificate.

Such Lease termination shall have the same force and effect as if it were the Date of Expiration of the Term, however, in any case, the Lessee shall remain liable and responsible to [MotorCarLease] for all Rent due to [MotorCarLease] as of the date of termination of the Lease, or until the date of repossession of the Vehicle, whichever of the latest date.

16. Section 29 of the Lease provides that:

The Lessee further acknowledges and agrees that until it has exercised the Purchase Option and paid all amounts due in accordance with the conditions set forth herein, the Vehicle shall remain the exclusive property of [MotorCarLease].

17. MotorCarLease granted possession of the Vehicle to Lessee and otherwise performed its obligations under the Lease.

18. On or about November 13, 2024, Lessee executed that certain Delivery Receipt, under which they confirmed they took possession of the Vehicle in good order. A true and correct copy of the Delivery Receipt is attached hereto as Exhibit 4.

19. On information and belief, from November 2024 to April 2025, Lessee drove the Vehicle nearly 1,000 miles.

20. By April 3, 2025, Lessee had defaulted under the Lease by failing to make payments when due.

21. On April 3, 2025, MotorCarLease notified Lessee of the default and demanded they cure the default.

22. On April 4, 2025, Lessee notified MotorCarLease that Lessee was suspending payments under the Lease because the Vehicle was allegedly defective and required more than \$300,000 in repairs.

23. On information and belief, in or about June 2025, an insurance claim was filed regarding the Vehicle. Subsequently, Lessee received a payment of \$150,000 on the claim despite not owning the Vehicle (“Insurance Proceeds”).

24. On August 6, 2025, MotorCarLease made a demand on Lessee for surrender of the Vehicle, payment of the Insurance Proceeds, and payment of all amounts due under the Lease (“Demand Letter”). A true and correct copy of the Demand Letter is attached hereto as Exhibit 5.

25. Despite MotorCarLease’s demand, Lessee has not surrendered the Vehicle, paid the Insurance Proceeds to MotorCarLease, or made any further payments under the Lease.

26. Following its demand, MotorCarLease learned that the Vehicle is in the possession of Asad Auto Repair in Chicago, Illinois (“Asad Auto Repair”).

27. On information and belief, Asad Auto Repair has partially disassembled the Vehicle.

28. The balance due under the Lease is \$453,398.76 in unpaid rent payments, plus interest of 2% per month from the date of default, plus a penalty of three months rent. Additionally, attorney fees and collection costs are now accruing.

COUNT I – DETINUE AGAINST ALL DEFENDANTS

29. MotorCarLease re-alleges Paragraphs 1 - 28 as though fully set forth herein.

30. Defendants are in actual or constructive possession of the Vehicle.

31. MotorCarLease has the right of immediate possession of the Vehicle, as

MotorCarLease is the owner of the same and Lessee is in default under the Lease.

32. MotorCarLease demanded possession of the Vehicle from Lessee, and MotorCarLease hereby demands possession of the Vehicle, but Defendants have failed to surrender it.

WHEREFORE, MotorCarLease respectfully requests that the Court enter an order in its favor and against Defendants granting MotorCarLease: (a) possession of the Vehicle, and all components thereof (b) compelling Defendants to immediately surrender the Vehicle, and all components thereof, to MotorCarLease, or its nominee; (c) money damages for Defendants' wrongful detention of the Vehicle, including attorney fees and collection costs; (d) any further remedies available under the Lease; and (e) such further relief as the Court deems just and appropriate.

COUNT II – REPLEVIN AGAINST ALL DEFENDANTS

33. MotorCarLease re-alleges Paragraphs 1 – 32 as though fully set forth herein.

34. MotorCarLease brings this count pursuant to 735 ILCS 5/19-101 *et seq.*

35. MotorCarLease is the owner of the Vehicle as evidenced by the Vehicle Title.

36. MotorCarLease's ownership of the Vehicle coupled with Lessee's default under the Lease establishes that its right to possession is superior to that of Defendants.

37. MotorCarLease is lawfully entitled to possession of the Vehicle, and all components thereof, which are being wrongfully detained by Defendants.

38. The estimated fair market value of the Vehicle is \$550,000 assuming it is assembled, functional, and in good condition.

39. The Vehicle has not been taken for any tax, assessment, or fine levied by virtue of any law of Illinois against the property of MotorCarLease, or against MotorCarLease

individually, nor seized under any lawful process against the goods and chattels of MotorCarLease subject to such lawful process, nor held by virtue of any order of replevin against MotorCarLease.

40. MotorCarLease claims the fair market value of the Vehicle not delivered to the officer under the order for replevin entered by the Court.

WHEREFORE, MotorCarLease respectfully requests that the Court issue an order of replevin in its favor and against Defendants for: (a) possession of the Vehicle, and all components thereof, by directing the sheriff to use reasonable force and authorizing the drilling of locks by a locksmith; (b) the value of the Vehicle not delivered; (c) money damages for Defendants' detention of the Vehicle, and the components thereof; (d) attorney fees and collection costs; (e) any further remedies available under the Lease; and (f) such further relief as the Court deems just and appropriate.

COUNT III – BREACH OF LEASE AGAINST LESSEE

41. MotorCarLease re-alleges Paragraphs 1 - 28 as though fully set forth herein.

42. The Lease is a binding and enforceable contract between Lessee and MotorCarLease.

43. MotorCarLease fully performed its obligations under the Lease.

44. Lessee is in default under the Lease by failing to make payments when due and collecting the Insurance Proceeds.

45. Lessee's default under the Lease constitutes a material breach thereof.

46. Due to Lessee's breach of the Lease, MotorCarLease was damaged in the amount due under the Lease, which is \$453,398.76 in unpaid rent payments, plus interest of 2% per

month from the date of default, plus a penalty of three months rent. Additionally, attorney fees and collection costs are now accruing.

WHEREFORE, MotorCarLease respectfully requests a money judgment in its favor and against Narke 720 and Amogh Karney, jointly and severally, in the amount of \$453,398.76 in unpaid rent payments, plus interest of 2% per month from the date of default, plus a penalty of three months rent, plus attorney fees and collection costs, less the net proceeds, if any, received by MotorCarLease from the sale of the Vehicle, and for such further relief as the Court deems just and appropriate.

COUNT IV – CONVERSION AGAINST LESSEE REGARDING VEHICLE

47. MotorCarLease re-alleges Paragraphs 1 - 28 as though fully set forth herein.

48. As evidenced by the Vehicle Title, MotorCarLease is the owner of the Vehicle and all components thereof.

49. Pursuant to the Lease, upon Lessee's default thereunder, MotorCarLease is entitled to immediate possession of the Vehicle (and all components thereof).

50. Lessee is exercising dominion and control over the Vehicle and its components.

51. When Lessee converted MotorCarLease's ownership interest in the Vehicle and/or certain of its components, they did so with malicious intent against MotorCarLease, such that it was designed to cause MotorCarLease damages.

52. Justice requires that Lessee be punished for conversion of MotorCarLease's ownership interest in the Vehicle with an award of punitive damages in favor of MotorCarLease.

53. To discourage others from converting lessors' ownership interests, the Court should award punitive damages in favor of MotorCarLease.

WHEREFORE, MotorCarLease respectfully asks this Court for a money judgment in its

favor and against Narke 720 and Amogh Karney, jointly and severally, in the amount of \$550,000, plus punitive damages of three times the value of the property converted, which is \$1,650,000, plus interest, plus reasonable attorney fees and actual collection costs, less the net proceeds received by MotorCarLease from the sale of the Vehicle, if any, and for any further relief this Court deems just and appropriate.

**COUNT V – CONVERSION AGAINST LESSEE REGARDING
INSURANCE PROCEEDS**

54. MotorCarLease re-alleges Paragraphs 1 - 28 as though fully set forth herein.

55. As evidenced by the Lease, MotorCarLease has a security interest in the Insurance Proceeds.

56. Pursuant to the Lease, the Insurance Proceeds must be paid to MotorCarLease, the owner of the Vehicle.

57. Lessee is exercising dominion and control over the Insurance Proceeds.

58. When Lessee converted MotorCarLease's ownership interest in the Insurance Proceeds, they did so with malicious intent against MotorCarLease, such that it was designed to cause MotorCarLease damages.

59. Justice requires that Lessee be punished for conversion of MotorCarLease's security interest in the Insurance Proceeds with an award of punitive damages in favor of MotorCarLease.

60. To discourage others from converting lessors' security interests, the Court should award punitive damages in favor of MotorCarLease.

WHEREFORE, MotorCarLease respectfully asks this Court for a money judgment in its favor and against Narke 720 and Amogh Karney, jointly and severally, in the amount of the Insurance Proceeds (believed to be \$150,000), plus punitive damages of three times the value of

the property converted, which is \$450,000, plus interest, plus reasonable attorney fees and actual collection costs, less the net proceeds received by MotorCarLease from the sale of the Vehicle, if any, and for any further relief the Court deems just and appropriate.

Respectfully submitted,

MOTORCARLEASE USA INC.

By: /s/ Michael W. Debre
One of its Attorneys

Michael W. Debre
Chuhak & Tecson, P.C. (#70693)
120 S. Riverside Plaza, Suite 1700
Chicago, Illinois 60606
T: 312.855.4603
mdebre@chuhak.com

VERIFICATION

Pursuant to penalties of perjury as provided by law, the undersigned certifies that the statements set forth in the above Verified Complaint against NARKE 720 LLC, Amogh Karney, and Asad Auto Repair, Inc. are true and correct, except as to matters therein stated to be on information and belief and as to such matters, the undersigned certifies as aforesaid that he/she verily believes the same to be true.

MOTORCARLEASE USA INC.

By: 

Name: JOSEPH KIRAN

Its: VP

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RULE 222 CERTIFICATION

I, Michael W. Debre, being first duly sworn on oath, depose and state that if I were called upon to testify, I would do so as follows:

1. I am an attorney licensed to practice in the State of Illinois.
2. I am an attorney with the law firm of Chuhak & Tecson, P.C., attorneys of record for the Plaintiff, MOTORCARLEASE USA INC.
3. The total money damages sought in Plaintiff's complaint exceed \$50,000.
4. This affidavit is submitted pursuant to Illinois Supreme Court Rule 222(b).

FURTHER AFFIANT SAYETH NAUGHT.

/s/ Michael W. Debre

Exhibit 1

USED MOTOR VEHICLE PURCHASE CONTRACT THIS IS AN OFFER TO PURCHASE THAT WILL BECOME A BINDING MOTOR VEHICLE PURCHASE CONTRACT IF ACCEPTED BY THE DEALER. THE DEALER MUST ACCEPT OR REJECT THE OFFER WITHIN 3 WORKING HOURS OR THE OFFER IS AUTOMATICALLY VOIDED AND YOU MAY RESCIND THE OFFER UNLESS AND UNTIL ACCEPTED BY THE DEALER. UNTIL ACCEPTANCE OR REJECTION OF THE OFFER, THE DEALER SHALL BE PROHIBITED FROM SELLING THE VEHICLE TO ANY OTHER PARTY.

DEALER NAME: KEARNS MOTOR CAR COMPANY, INC.		VEH. STOCK NO. OR ORDER NO.: K8829	MILEAGE AT SIGNING: 2,152	ORDER DATE: 11/5/24
ADDRESS: 777 WRIGHT RD.		SALESPERSON'S NAME: [PLEASE PRINT]		
CITY, STATE, ZIP: JOHNSON CREEK, WI 53038		SALESPERSON'S LICENSE NUMBER:		
TELEPHONE NO. (920) 674-6777		PROSPECTIVE PURCHASER (YOU)		
NAME(S): Motorcarlease USA				
PROSPECTIVE PURCHASER STREET ADDRESS: 227 Michigan Ave #103		CITY: Miami Beach	STATE: FL	ZIP: 33139
RESIDENCE PHONE:	CELL PHONE:	BUSINESS PHONE:	RESIDENCE COUNTY:	RESIDENCE TOWNSHIP:
PLEASE ENTER MY ORDER FOR THE FOLLOWING DESCRIBED VEHICLE		<input checked="" type="checkbox"/> USED <input type="checkbox"/> DEMO <input type="checkbox"/> EXEC	TITLE AS:	<input checked="" type="checkbox"/> MOTORCYCLE <input type="checkbox"/> CAR <input type="checkbox"/> TRUCK <input type="checkbox"/> OTHER
MODEL YEAR: 2019	MAKE - TRADE NAME: Lamborghini	MODEL: Aventador	BODY TYPE: SVJ	IDENTIFICATION NO.: ZHWCM6ZDXKLA08614

Dealer is not a party to any manufacturer warranties. Warranty terms may be negotiable. Terms agreed to on the purchase contract are final.

WARRANTY & SERVICE CONTRACT INFORMATION
 Refer to separate document for coverages and exclusions. Dealer disclaims implied warranties of merchantability and fitness for a particular purpose.

AS IS - NO WARRANTY. Unless "Dealership" is checked under Limited Extended Warranty, this vehicle is sold AS IS and the dealer assumes no responsibility for any repairs regardless of any oral statements about the vehicle.

IMPORTANT: Ask for all promises in writing. Spoken promises are difficult to enforce. Warranty to meet may be negotiable. Terms agreed to on the purchase contract are final.

Manufacturer Warranty Information
 (Dealer is not a party to any manufacturer warranty)
 Original Manufacturer Warranty (either new or remaining)
 Expiration: _____ (date) _____ (miles), whichever comes first
 Deductible: _____ Transfer fee: _____

Original Manufacturer Warranty EXPIRED or NOT KNOWN
 Original Manufacturer Warranty CANCELLED due to history

LIMITED EXTENDED WARRANTY/SERVICE CONTRACT
 provided by: Manufacturer Warranty company Dealership
 Duration: _____ (months) _____ (miles), whichever comes first
 Deductible: _____ Transfer fee: _____

Percentage of repair costs to be paid by you: _____
 Warranty terms begin on: _____

OTHER CONDITIONS OF SALE

USED: PRICE from the Wisconsin Buyers Guide	\$ 695,000
DEALER INSTALLED OPTIONS --- Has a warranty if <input checked="" type="checkbox"/> left	
Total Dealer Installed Options (Add to Used Price and enter in line a)	
PRICE OF THE VEHICLE	
a. Dealer Retail Price	695,000
b. Services Fee	389
c. Discount	
1. Cash Price (a + b - c)	1. 695,389
TRADE ALLOWANCE	
(See reverse side for trade equity calculation. If net lease equity is negative, add it to line g and h)	
2. Owned Trade-in Allowance or Net Lease Equity	2.
d. Trade Difference (1 - 2)	
TAXABLE ITEMS PURCHASED WITH THE VEHICLE	
e. Other	
f. Service Contract	
3. Total of Taxable items (e + f)	3.
SALES TAX CALCULATION	
g. Amount Subject to Sales Tax (1 - 2 + 3)	
h. State Tax (g x .05)	
i. County Tax (g x .005)	
j. Local Stadium Tax (g x .001)	
4. Total of Taxable items (h + i + j)	4.
NON-TAXABLE ITEMS PURCHASED WITH THE VEHICLE	
k. Fees to appear on MV1	216
l. Other	
5. Total of Non-Taxable items (k + l)	5.
OWNED VEHICLE PAYOFF	
Due to	
6. Estimated Payoff Amount on Owned Trade-in	6.
CASH & CASH EQUIVALENTS	
m. Cash Down Payment on Order	200,000
n. Additional Cash Due (Date Amount)	
7. Total Cash (m + n)	7.
8. Due on Delivery or Balance to Finance	8. 495,605
(1 - 2 + 3 + 4 + 5 + 6 - 7)	

ANTICIPATED DELIVERY DATE: _____, 20____

Regardless of reason, if the vehicle ordered by the purchaser is not available for delivery within 15 calendar days after the anticipated delivery date, the purchaser may cancel this order and shall, within one business day, receive a full refund of any down payment, and return of trade-in vehicle, or title for trade-in vehicle, or both. If the trade-in is not available, the purchaser shall receive the trade-in allowance. Unless delivery date is otherwise qualified on the purchase contract by the purchaser, if the ordered vehicle becomes available for delivery prior to the stated anticipated delivery date, the dealer licensee may require acceptance not less than 21 calendar days after having notified the purchaser of availability of delivery, in which case no penalty shall be assessed for nonacceptance of delivery prior to the stated anticipated delivery date.

- This is a Finance Transaction. (Check A or B)
 Closing scheduled at dealer's office on specified delivery date or as mutually agreed. You are obligated to purchase, subject to availability of financing through dealer, on terms:
 A. In attached disclosure. These items do not extend beyond the closing date if dealer is willing and able to deliver vehicle on these terms.
 B. Acceptable to You.
- This transaction is subject to financing being arranged through creditor of Your choice. You must obtain acceptable financing and dealer must receive written notice by (date) _____ or this contract is void.
- This is a cash transaction. You are obligated to pay the balance due on delivery.

BUYER'S REPRESENTATIONS: This transaction is voidable at the option of the dealer at any time prior to delivery of the purchased vehicle if any of the representations contained on the Buyer's Representative Statement that refers to this contract are untrue. The option to void this transaction is in no way limited or restricted by the election of other remedies available to the dealer prior to or after the closing of this transaction and these representations survive the closing of this transaction to the other remedies.

No oral representations are binding unless written on this form. The document (including the items printed on the Reverse Side) is the entire agreement between You and Dealer, and supersedes any prior agreements and representations, regarding the transactions described above. No modification or waiver of this agreement is enforceable against either party unless agreed to in writing by that party. You will receive a copy of this order.

As a deterrent to purchaser failing to take delivery on the vehicle as herein provided, you agree that if you do not accept delivery, you shall, at dealer's option, forfeit to dealer, as a penalty, _____ % (not to exceed 5%) of the cash price of the vehicle as authorized by Section 216.0141 Wisconsin Statutes. Dealer retains the right to bring action for actual damages caused by breach of this contract, in lieu of the above penalty.

YOUR SIGNATURE(S):	DATE SIGNED:	TIME SIGNED:	A.M. / P.M.
ACCEPTED BY DEALER OR AUTHORIZED AGENT:	DATE SIGNED: 11/05/24	TIME SIGNED: 1113	A.M. / P.M.
AUTHORIZED SIGNATURE:			

EIA IAZ Rev 05/014 Copyright 2014 VW Auto & Truck Dealers Assoc. WYDAG Terms 800-920-7072 www.wadad.com

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Exhibit 2

Exhibit 3

MOTORCARLEASE USA INC.

227 Michigan Ave, #103, Miami Beach, FL 33139

Tel: (514) 735-9727 Fax: (514) 735-8347

Email: info@motorcarlease.com

Sales tax number: 23-8019168249-9

Dealer License number: VI/1147616/1

FLORIDA MOTOR VEHICLE CORPORATE LEASE AGREEMENT - OPEN- END LEASE

(The "Lease" or the "Agreement")

THIS LEASE IS ENTERED INTO AND EXECUTED IN MIAMI, FLORIDA, ON THIS 7 DAY OF NOVEMBER, 2024.

BY:

Name (the "Lessee"): NARKE 720 LLC / AMOGH KARNEY			Contract No.: 5559	
Address: 302 N LAST CHANCE GULCH #409		City: HELENA	State: MT	Postal Code: 59601
Phone:	Email:	Driver's license:	S.I.N.	DOB:

AND: MOTORCARLEASE USA INC., having a place of business at 227 Michigan Ave, Apt 103, in Miami, Florida, 33139 (the "Lessor").

The Lessor hereby leases to the Lessee the vehicle along with the equipment (as described below) subject to the terms, conditions, covenants, and undertakings outlined in this Lease as well as the attached Schedules "A" and "B" which shall form an integral part of the present Lease.

VEHICLE DESCRIPTION (the "Vehicle")

Year - Make - Model	Serial No.	Miles	Inventory No.				
2019 LAMBORGHINI AVENTADOR SVJ	ZHWCM6ZDXKLA08614	2,152	5675				
New/Used	License No.	No. of doors	Cylinders	Transmission	Colors Ext./Int.	A/C	Option Pkg
Used					/		

1. AMOUNT USED IN DETERMINING THE RENT.

- (a) Vehicle price (including optional accessories and extended warranty).....\$ 695,000.00
- (b) Administration fees.....\$ 0.00
- (c) Cash payment (before taxes).....\$ 250,000.00
- (d) Trade-in amount from Trade-In Allowance.....\$ 0.00
- (e) Amount payable to creditor on this vehicle.....\$ 0.00
- (f) Trade in Equity.....\$ 0.00
- (g) Equity Amount.....\$ 0.00
- (h) Amount used in determining the rent.....\$ 445,000.00

2. CREDIT RATE.

- (a) Credit rate.....\$
- (b) Credit charges for the whole term.....\$ 194,033.20

3. AMOUNT OF MONTHLY PAYMENTS.

- (a) Basic monthly rent.....\$ 7,817.22
- (b) Sales tax.....(+) \$ 0.00
- (c) Monthly rent.....(=) \$ 7,817.22
- (d) Life insurance premium.....(+) \$
- (e) Disability insurance premium.....(+) \$
- (f) Other charges.....(+) \$
- (g) Monthly rent payment.....(=) \$ 7,817.22
- (h) Total monthly rent during the lease.....(=) \$ 469,033.20

4. AMOUNTS PAYABLE UPON DELIVERY.

- (a) Cash paid (inclusive of taxes).....\$ 250,000.00
- (b) Advance payments - First month.....*(+) \$ 0.00
- Last Month.....*(+) \$
- (c) Security deposit.....*(+) \$ 0.00
- (d) Registration fees.....*(+) \$ 0.00
- (e) Transit fee / Tire tax.....*(+) \$ 0.00
- (f) Lease publication charges, if required.....*(+) \$ 0.00
- (g) Other.....*(+) \$ 499.00
- (h) Total payment due upon deliver.....*(=) \$ 250,499.00

*Amounts shown include taxes

5. TERM.

Date of Delivery of the Vehicle: **Thursday November 7, 2024**
Expiration Date: **November 30, 2029**.

This Lease shall be effective for a period of **sixty and (60)** commencing on the Date of Delivery of the Vehicle and terminating on the Expiration Date (the "Term"). The Lessee hereby irrevocably agrees to return the Vehicle, upon the Expiration date of the Term or earlier termination in accordance with the provisions set forth herein. Should the Lessee fail to take delivery of the Vehicle, the Lessee shall pay to the Lessor a

penalty equal to the greater of the following amounts: i) four hundred dollars (\$400.00); or ii) an amount representing two percent (2%) of the retail value of the Vehicle. This Lease may not, under any circumstances, be subject to tacit extension or renewal. Should the Lessee remain in possession of the Vehicle following the expiration of the Term without availing himself of the Purchase Option (as defined herein), the Lessor may construe such conduct as illicit tenancy from month to month, same being at a monthly penalty rent, without proration for a partial month, equal to **TWO HUNDRED AND FIFTY PERCENT (250%)** of the monthly Rent (as defined in Section 3 (h)). Such deemed month-to-month leasing shall be subject to the terms and conditions of the present Lease save and except as to (i) the duration of such occupancy; (ii) the monthly Rent as aforesaid; and (iii) the Lessor shall reserve all its rights, recourses and remedies against the Lessee including but not limited to the immediate repossession of the Vehicle at the Lessee's sole cost and expense.

6. PAYMENT CONDITIONS. During the entire Term of the Lease, the Lessee agrees to pay to the Lessor without demand and without any deduction, reduction or abatement, the monthly Rent outlined in Section 3(h) above (the "Rent"), payable in advance on the first (1st) day of each month. The Rent shall commence on the **December 1, 2024** and the last rental payment shall be payable on the **November 30, 2029**. If the Vehicle is delivered to the Lessee on any date other than the first (1st) day of a month, this fraction of the month shall be paid to the *pro rata* of the Rent for such month, beginning on the Date of Delivery of the Vehicle. Unless otherwise specified in writing by the Lessor, to facilitate the payment of Rent, the Lessee shall pay the Rent by way of pre-authorized debit using the Lessor's standard pre-authorized debit form attached hereto as Schedule "A". In the case where the payment of Rent is not honoured on the first (1st) day of the month, the Lessee agrees to pay to the Lessor an administration fee of **Seventy-Five Dollars (\$75.00) plus applicable taxes**, per occurrence of any refused or failed payment by the Lessee's financial institution, the whole without prejudice to the Lessor's other rights and recourses herein or at law.

If the Lessee is in default of payment under this Lease and fails to cure such default within fifteen (15) days of receipt of a written notice from the Lessor to that effect, any outstanding Rent owned hereunder and all Rent until the expiry of the Lease shall forthwith become immediately due and payable to the Lessor. The Lessor may request immediate the payment of the aforementioned amounts upon the expiry of the fifteen (15) day period provided for in the notice sent to the Lessee.

7. RESIDUAL VALUE. The Lessee hereby acknowledges and warrants that at the expiration of the Term, the Vehicle shall have a fair market value of **170,000.00 \$**, excluding any applicable taxes (the "Residual Value"). The Lessee shall be bound by the Residual Value, which he fully guarantees to the Lessor in accordance with the terms set forth herein. Should the Lessee

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refuse, omit or neglect to avail itself of the Purchase Option upon the expiration of the Lease, the Lessor shall be entitled to sell the Vehicle at its sole discretion to a third party according to the method of its choice. Should the Lessor fail to obtain at least such Residual Value from the sale of the Vehicle, the Lessee hereby irrevocably agrees to pay the Lessor the amount by which the Residual Value exceeds the value the Lessor thus obtains from the alienation of the Vehicle. Such amount shall be payable by the Lessee upon demand by the Lessor within fifteen (15) days of the alienation of the Vehicle. If the Lessor sells the Vehicle for a sum greater than the Residual Value, the Lessee shall be relieved of the financial obligations of ensuring the Residual Value as provided herein, the whole without any compensation. For clarity, the Lessor shall keep all proceeds from the sale of the Vehicle including any amount exceeding the Residual Value.

8. PURCHASE OPTION. Following the expiration of the Lease, the Lessee shall have the option to purchase the Vehicle (the "Purchase Option") for an amount representing the Residual Value, plus applicable taxes, and the Transfer Fee (as defined below). In order to exercise such Purchase Option, the Lessee must not be in default under the Lease and shall pay to the Lessor a transfer fee of Nine Hundred Fifty Dollars (\$950.00) plus applicable taxes (the "Transfer Fee").

Without limiting the foregoing, if the Lessee is not in default under this Lease (including but not limited to the payment of Rent) and if the Lessee is not in breach of any of its obligations hereunder, the Lessee may exercise the Purchase Option with the prior written consent from the Lessor and by paying the Residual Value and the balance of his instalment obligation hereunder in addition to the Transfer Fee plus applicable taxes, minus the implied credit charges not yet earned at the time of the acquisition of the Vehicle.

The purchase price for the Vehicle is payable in cash, unless otherwise agreed upon with the Lessor and the transfer of the Vehicle ownership shall only take place once the purchase price has been paid in full. Notwithstanding any provision of law to the contrary, the Lessee will assume all risk of loss related to the Vehicle (including any loss resulting from an event of force majeure) even though the Lessee has not acquired full ownership of the Vehicle and a balance of sale remains unpaid.

9. EXCESS MILES CHARGE. During the entire Term of the Lease, the Lessee will be allocated a maximum miles of usage per year according to the selected plan as indicated below:

- Plan A: 10,000 mi/year Plan B: 15,000 mi/year
- Plan C: 18,000 mi/year Plan D: 20,000 mi/year

10. At the expiration of the Term of the Lease or upon earlier termination, the Lessee shall pay to the Lessor a sum equal to Thirty Cents (0.30¢) plus applicable taxes for each mile registered on the Vehicle in excess and above the mile usage allocated under the selected plan herein. The excess miles charge is deemed to be an additional rental and shall be paid by the Lessee within ten (10) days of the receipt of the Lessor's invoice. In the event of early termination of the Lease, the number of miles allocated hereunder shall be adjusted *pro rata* in accordance with the number of months remaining to the Term of the lease.

11. INITIAL PAYMENTS. All amounts indicated in Section 4 of this Lease are due and payable by the Lessee prior to the Date of Delivery of the Vehicle and are not refundable, save and except for the security deposit outlined in Section 4(c), which shall be remitted to the Lessee upon the return of the Vehicle, subject to the inspection of same and the terms and conditions outlined in Section 21 herein.

12. PLACE OF PAYMENT. Any amount due and payable to the Lessor hereunder other than the Rent (which is paid by way of pre-authorized debit) shall be paid at the Lessor's principal place of business as provided on the first page of the Lease or at any other location the Lessor may designate from time to time at its sole discretion.

13. LESSEE'S REPRESENTATIONS AND WARRANTIES. The Lessee hereby warrants, represents, and undertakes as follows:

- (a) The Lessee shall be the sole driver and operator of the Vehicle at all times, and shall operate same prudently and diligently, and not in a manner that may reasonably be deemed abusive;
- (b) The Lessee shall not assign or transfer this Lease nor sub-lease the Vehicle without the prior written authorization of the Lessor;
- (c) The Lessee shall not alter, modify or otherwise make any improvement or installation of accessories or equipment to the Vehicle, without the prior written authorization of the Lessor;
- (d) The Lessee warrants that he is a capable driver and will maintain at all times during the Term of the Lease a valid driver's license and all insurance policies as required herein and by law;
- (e) At all times during the Lease, the Lessee shall maintain, repair, and keep the Vehicle in good working order at his sole costs and expenses, except for reasonable wear and tear. Lessee shall conduct all regular maintenance or other required maintenance from time to time in order to return the Vehicle to the Lessor in

good working condition, the Lessee acknowledges that any such repairs and/or maintenance not conducted during the Term shall be the responsibility of the Lessee at the expiration or the termination of the Lease;

- (f) The Lessee shall never use, operate or drive the Vehicle in violation of any federal, provincial, or municipal law, or by-law, or by any driver who is under the influence of alcohol, or drug(s), or whose capacity to drive is impaired, or for any reason which is not acceptable to the insurance company;
- (g) The Lessee shall never use, drive, or operate the Vehicle for the transportation of narcotics, explosives, or any other objects (legal or illegal) which require a special license from concerned authorities. The Vehicle must never be used for the transportation of goods over the frontiers without the required license, permit or authorization from the competent authorities;
- (h) The Vehicle shall never be used, driven, or operated in the United States for a period exceeding thirty (30) consecutive days, without the prior written authorization of the Lessor;
- (i) The Lessee shall not tamper, disconnect, or otherwise interfere with the odometer of the Vehicle, nor load the Vehicle in excess of its rated capacity;
- (j) The Lessee must immediately report any accident to the Lessor within the next forty-eight (48) hours and must submit to the Lessor a written and detailed report of the accident as well as a copy of the police report;
- (k) The Lessee shall pay or reimburse to the Lessor any costs, fees, expenses, charges, fines, penalties, tickets, taxes, or Luxury Taxes (as defined herein) related directly or indirectly to this Lease or the registration, possession, use, maintenance, or operation of the Vehicle, in addition to a fifteen percent (15%) administration fee;
- (l) The Lessee shall not use, drive or operate the Vehicle beyond a radius of eight thousand (5,000) miles from Miami, without the prior written consent of the Lessor;
- (m) The Vehicle shall never bear or have drawn upon it, any signs, lettering, insignia, or other advertising unless written consent has been given by the Lessor;
- (n) The Lessee agrees to irrevocably indemnify, defend, and hold harmless the Lessor and its representatives, employees, directors, officers, and shareholders from and against any liability, action, claim, judgment, loss, loss of profits, damage, cost, expense, legal fees (including extrajudicial and attorney's fees) arising directly or indirectly from any complaint, legal or other procedure related to the Vehicle or the Lease and shall notify the Lessor as soon as he has cognizance of them.

14. FINES AND PENALTIES. The Lessor shall not be responsible for all fines, tickets, or other penalties imposed as a result of the Lessee's violation of any law, by-law, rule, regulation, statute, or ordinance of any governmental body, or of any department arising from this Lease or the operation, use or maintenance of the Vehicle by the Lessee or any person it may be responsible for at law. The Lessee hereby acknowledges and agrees that the Lessor may at its sole discretion, pay all tickets, citations, fines, penalties, and interest on behalf of the Lessee directly to the appropriate authority or their designated agents and the Lessee accepts and covenants to reimburse the Lessor all costs and expenses incurred or paid by same plus an administration fee of fifteen percent (15%), the whole in addition to any legal fees (including extrajudicial fees and reasonable attorney's fees). Furthermore, the Lessee shall pay to the Lessor any increase in insurance premium as a result of any violation by the Lessee or its representatives of any law, by-law, rule, regulation, statute, or ordinance. The Lessee hereby covenants and agrees to indemnify, defend and hold harmless the Lessor and its affiliates and all their respective employees, agents, representatives, directors, officers or shareholders (collectively the "Lessor's Representatives") against all liabilities, actions, claims, losses, damages, loss of profits, costs, expenses, or legal fees (including extrajudicial fees and attorney's fees) resulting directly or indirectly from the Lessee's violation of any law, by-law, rule, regulation, statute, or ordinance of any governmental authority, or arising from this Lease or the operation, use or maintenance of the Vehicle by the Lessee or any person it may be responsible for at law.

15. WARRANTIES. Dealer hereby expressly disclaims all warranties, either express or implied, including any implied warranties of merchantability or fitness for a particular purpose and neither assumes nor authorizes any other person to assume for it any liability in connection with the lease of the Vehicle. The only warranties applying to this Vehicle are those offered by the Manufacturer, if any.
If the Vehicle is not new and no warranties or guarantees are identified above, there are no express warranties or guarantees on the Vehicle. UNLESS PROHIBITED BY LAW, WE DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

16. LEASE TRANSFER AND SUBLEASE. The Lessee shall not transfer or assign part or all of its rights hereunder, or sublease the Vehicle, without the prior written consent from the Lessor, which consent may be withheld for serious reasons only. Should the Lessor

give its consent to the transfer of the Lease or the sublease of the Vehicle, the Lessee agrees to pay the Lessor an administration fee of **Nine Hundred Fifty Dollars (\$950.00) plus applicable taxes.** Notwithstanding any provision of law to the contrary, the Lessee shall remain fully liable for its obligations under the Lease in the event of an assignment of the Lease or sublease of the Vehicle.

17. INSURANCE. You must maintain in full force and effect at least the following insurance on the Vehicle during the Lease term and until the Vehicle is returned to us: (a) \$100,000 per person and \$300,000 per accident for bodily injury and \$50,000 for property damage; and (b) collision, fire, theft and comprehensive coverage in an amount equal to the fair market value of the Vehicle, with a maximum deductible of \$500. You will not operate the Vehicle if the insurance coverage has lapsed or been cancelled. The insurance policy must name us as additional insured and loss payee and must state that we will be given at least 10 days' notice of any cancellation, reduction or other material change in coverage. You may obtain the insurance from any insurer of your choice that is reasonably acceptable to us. You will furnish us with written proof of required coverage satisfactory to us upon our request. You give us the right to make any settlement with any insurance company, to collect directly from any insurance company any insurance proceeds in connection with the Vehicle and to endorse your name and negotiate any insurance check or draft for such proceeds. You agree to cooperate with us in collecting such insurance proceeds, including executing any appropriate papers. You grant us a security interest in the loss proceeds and any returned premiums of each of the insurance coverages described in this Lease and in the proceeds and any returned charges for any optional extended warranty agreement as security for your obligations to us under this Lease. You authorize us to apply these amounts to your obligations under this Lease. No credit or refund is required if the amount thereof would be less than \$1.00. **NO PHYSICAL DAMAGE OR LIABILITY INSURANCE COVERAGE FOR BODILY INJURY OR PROPERTY DAMAGE CAUSED TO OTHERS IS INCLUDED IN THIS LEASE.**

18. INTEREST. Any default of payment of Rent or any amount due hereunder by the date such payment is required, whether in whole or in part shall constitute a default by the very terms of this Lease. Any unpaid or outstanding amount under this Lease shall bear interest at a monthly rate of two percent (2%). The Lessee hereby agrees and acknowledges that he is fully liable to the Lessor for interest on such Rent arrears or any payment due hereunder.

19. DEFAULT. The occurrence of any of the following events shall be deemed to constitute an event of default by the Lessee under this Lease (each, a "**Default**" or an "**Event of Default**"): (a) if the Lessee fails to respect any provisions or obligations hereunder providing for the payment of the Rent, or fails to make any other payment required under the Lease; (b) if the Lessee fails to observe or to perform any of its obligations as provided herein (other than a default of payment of the Rent or other sums due hereunder); (c) if the Lessee is adjudicated a bankrupt or make any general assignment for the benefit of creditors, or take or attempt to take the benefit of any insolvency or bankruptcy act or of the Companies' Creditors Arrangement Act or if a receiver or trustee be appointed for the property of Lessee or any part thereof, or any execution be issued pursuant to a judgment rendered against the Lessee or pursuant to this Lease, which the Lessee has not actively contested within ten (10) days, or should the Lessor have reasonable doubts as to the solvency of the Lessee or its financial standing; (d) if the Vehicle is used to conduct illegal activities or used in breach of the Lessee's declarations, representations and warranties hereunder; or (e) if the Vehicle is in immediate danger of serious damage, loss, or destruction, or the Vehicle is seized, confiscated or placed under receivership.

20. REPOSSESSION AND TERMINATION. Upon the occurrence of an Event of Default, the Lessor shall give written notice to the Lessee indicating the occurrence of such Default. The Lessee may cure his Default within fifteen (15) days following receipt of the Lessor's default notice or may immediately return the Vehicle to the Lessor, without prejudice to the Lessor's rights and recourses to claim damages and penalties as provided herein and at law. Following the expiration of the fifteen (15) days period as provided in the default notice given by the Lessor, the Lessee may no longer cure the Default notwithstanding any legal provision to the contrary. If the Lessor decides to avail itself of the right to repossess the Vehicle and terminate the Lease in accordance with the default notice sent to the Lessee, then the Lease shall be immediately terminated *ipso facto* at the expiration of the fifteen (15) days' notice, without any legal procedure or further notice and the Vehicle shall be forthwith immediately returned to the Lessor at the Lessee's sole cost and expense together with the registration certificate.

Such Lease termination shall have the same force and effect as if it were the Date of Expiration of the Term, however, in any case, the Lessee shall remain liable and responsible to the Lessor for all Rent due to the Lessor as of the date of termination of the Lease, or until the date of repossession of the Vehicle, whichever of the latest date. In addition to the foregoing, the Lessor shall immediately be entitled to claim to the Lessee the payment of a penalty equivalent to three (3) months of Rent. The Lessor shall have the right to claim the immediate payment of such penalty, in addition to any rental arrears

or any other sums owed by the Lessee hereunder.

21. RETURN OF THE VEHICLE. Upon the expiration of the Term or in the event of earlier termination as provided herein, the Lessee agrees and undertakes to return and surrender the Vehicle free and clear of any charge, in the same condition it was received, in good repair and condition, subject to reasonable wear and tear only and in accordance with Schedule "B". The Vehicle shall be returned at the Lessor's principal place of business or at any other location the Lessor may determine from time to time at its sole discretion. The Vehicle shall be returned with all equipment, accessories, replacement parts, alterations, and improvements installed or incorporated into the Vehicle during the Term, without compensation to the Lessee. Notwithstanding the foregoing, the Lessor may at its sole discretion choose to remove from the Vehicle, the whole or any part of any improvements, alterations, replacements, modifications or installations of equipment or accessories, in which case, such removal will be at the Lessee's sole costs and the Lessee will be responsible to repair any damages resulting from such removal.

Furthermore, upon the return of the Vehicle, the Lessee shall pay to the Lessor any amount due for the excess miles' usage allocated under the selected plan in accordance with Section 9 above. Upon the return of the Vehicle, the Lessor will conduct a general inspection of the Vehicle and the Lessee will be solely responsible for any damages to the Vehicle and shall pay the costs of all repairs arising directly or indirectly from (including but not limited to) excessive wear and tear or abusive usage of the Vehicle, the breach of the Lessee's obligation hereunder, or the Lessee's omission, negligence or failure to repair or maintain the Vehicle during the Lease.

Notwithstanding anything to the contrary herein or at law, the Lessee hereby irrevocably acknowledges and accepts that the Lessor shall have the right, at its sole discretion, to allocate and use any part of the Lessee's security deposit to repair any damage to the Vehicle resulting from the above-mentioned reasons or to comply with any of the Lessee's obligations hereunder, including but not limited to the payment of Rent arrears or the penalty outlined in Section 20 hereof.

22. TITLE, REGISTRATION AND LICENSING. You will maintain current registration and licensing of the Vehicle with the appropriate department of motor vehicles or other government agency's office. The Vehicle will be titled as we direct. You will pay all title, registration and license costs.

23. LIFE AND DISABILITY INSURANCE. Life and disability insurance is optional and is subject to the terms and conditions of the policy issued by the insurer. If the life and disability insurance premiums are mentioned in Sections 3(e) and 3(f) hereof, said premiums shall be included in the Rent and will be paid directly by the Lessor to its insurer. The Lessee may not cancel such coverage under any circumstances unless it gives rise to a proportional repayment of the premium to the Lessor.

24. ACCIDENT. In case of an accident involving the Vehicle, the Lessee must immediately contact the police and request a police report. Furthermore, the Lessee must report to the Lessor any accident, incident, or damage to the Vehicle within the next forty-eight (48) hours and must submit to the Lessor a written and detailed report of such event along with a copy of the police report. If following an accident, the Vehicle is not in running order and must be towed, the Lessee must immediately contact the Lessor and follow its instructions. The Lessee agrees and covenants to cooperate with the Lessor, its insurers, and the lawyers representing same, in any litigation resulting from any accident involving the Vehicle. The Lessee shall, within the next thirty (30) days following such accident or damages, compensate the Lessor for any losses and damages in excess of the insurance proceeds received.

The Lessee hereby acknowledges and agrees that all repairs to the Vehicle shall be performed at the time and place exclusively specified by the Lessor. The Lessee has absolutely no authority whatsoever with respect to the method of repairs and the authorized repair shops. The Lessee shall not allow any work to be conducted to the Vehicle without prior written authorization from the Lessor. Subject to the terms of Section 25 herein, in the event of the destruction or theft of the Vehicle, the Lease shall be terminated, and the Lessee will be obligated to pay the insurance deductible, the excess miles charge (the miles allocated being prorated to the period over which the Lease will have been in force), any rental arrears and any amount due to the Lessor as a result of the Lessee failure to respect any obligations provided hereunder. Notwithstanding anything to the contrary herein or at law, in the event of an accident, the Lessee shall always be solely responsible for the payment of any insurance deductible, to the complete exoneration of the Lessor.

25. INSURANCE INDEMNIFICATION. The Lessee hereby agrees to indemnify, defend, and hold harmless the Lessor and the Lessor's Representatives from and against any and all losses, costs, expenses, and damages for which the insurance company covering the Vehicle validly disclaims any liability under such policy, or which are in excess of the amount covered by the insurance policy or for damages not covered by the insurance. Moreover, the Lessee

agrees and acknowledges that he is solely responsible for paying the actual cash value of the Vehicle plus any costs and expenses related directly or indirectly to the Vehicle being confiscated or seized by any duly constituted authority, or if the Lessee acts contrary to the provisions of this Lease. In addition to any provision herein, in the case of the theft or destruction of the Vehicle, the Lessee hereby recognizes and agrees that irrespective of insurance coverage, the Lessee shall be primarily liable to the Lessor for the value of the Vehicle stolen or destroyed, the said value to be determined according to the Lessor's books relating to the Vehicle; it is furthermore understood by the parties that the depreciation to be allocated to the Vehicle shall be determined solely and exclusively by the Lessor. Should there be any deficiency between the insurance proceeds received by the Lessor and the value of the Vehicle according to the Lessor's book, as of the date of the destruction or damage to or theft of the Vehicle, then the Lessee shall pay any deficiency to the Lessor within ten (10) days of any payment request. In addition to the foregoing, the Lessee shall pay to the Lessor any and all other sums including the Rent due in accordance with the terms of this Lease up to the date of the destruction, damage or theft of the Vehicle.

26. ESTIMATED OFFICIAL FEES AND TAXES. You will pay all required government license, title, registration, fees and taxes (other than our net income taxes), including personal property taxes, whether assessed on you, us or the Lease of the Vehicle. We may bill you separately for official fees and taxes, even after the Lease term ends. The actual total of fees and taxes may be higher or lower depending on the tax rates in effect or the value of the Vehicle at the time a fee or tax is assessed.

27. LIABILITY. To the maximum extent allowable by law, the Lessor shall not be held liable or otherwise responsible for all losses or damages of any kind and nature to any persons or any properties arising from this Lease nor for any and all losses, loss of profits, damages, costs, expenses or legal fees (including extrajudicial and attorney's fees) resulting directly or indirectly from the Lease, or the loss of use of the Vehicle or for any direct, indirect, accessory, secondary, punitive or accidental, real, or anticipated, present, or future damages incurred or suffered by the Lessee or any third party as a result of this Lease. Moreover, the Lessor shall under no circumstances be responsible for the loss of, theft, or damage to any property in or on the Vehicle regardless of who is at fault. The Lessor will never be liable or responsible for any delay, cost, expense, loss, loss of revenues or profits or damages of any nature and kind incurred or suffered by the Lessee as a result of, including but not limited to the Lessee's negligence, omission or failure to comply with the law or any of the provisions hereof, or the Lessee's failure to pay any amount due under this Lease, or any damages resulting from the enforcement of any of the Lessor's rights, recourses or remedies as provided herein or at law.

The Lessor shall under no circumstances be responsible for the infractions or violations of any law, by-law, regulation, status, whichever it may be, regarding the operation of the Vehicle, nor for damages caused when the Vehicle is used, driven, or operated in violation of any of the covenants, undertakings, obligations, terms and conditions provided herein or the terms and condition of any insurance policy, nor for other damages which are not covered by the insurance. The Lessee shall always be liable and responsible for any act or infraction or damages to the Vehicle and the Lessee further agrees and covenants to defend and hold harmless the Lessor and the Lessor's Representatives, at its sole costs and expenses, against all claims and suits arising directly or indirectly out of such infractions, violations, or damages.

Furthermore, the Lessor is in no way responsible for the loss, theft or damage of any property inside the Vehicle, regardless of who is at fault. The Lessor shall never be liable for any delays, costs, expenses, fees, losses (including loss of income or profits) or damages of any kind whatsoever suffered by the Lessee or any other person as a result of, but not limited to, the Lessee's negligence, omission or failure to comply with any law, regulation or provision of this Lease, or the Lessee's failure to pay any sum due under the Lease, or any damage resulting from the exercise of Lessor's rights and remedies hereunder or at law. The Lessor shall not be liable to the Lessee for any special, indirect, consequential, punitive or exemplary damages, including, for greater certainty, damages for loss of potential profits arising out of this Lease or the Lessee's use of the Vehicle, unless such damages result from the Lessor's intentional fault or gross negligence.

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN AND TO THE MAXIMUM EXTENT ALLOWABLE BY LAW, THE LESSOR'S AGGREGATE LIABILITY FOR ALL CLAIMS ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL BE EXCLUSIVELY LIMITED TO THE FEES PAID BY THE LESSEE UNDER THIS LEASE.

28. GENERAL INDEMNIFICATION. In addition to the indemnification mechanisms or provisions set forth herein, the Lessee irrevocably agrees to indemnify, defend and hold the Lessor and the Lessor's Representatives harmless from and against (including, but not limited to) any and all claims, demands, actions, remedies,

penalties, fines, taxes, Luxury Tax, liabilities, settlements, injuries, accidents, costs and expenses, legal fees (judicial and extrajudicial, including reasonable attorneys' fees) or damages of any kind resulting directly or indirectly from: (i) this Lease or in any way related thereto; (ii) the fault, error, negligence, misconduct or omission of the Lessee or the driver of the Vehicle, whether it is or not an authorized driver under the Lease; (iii) the alteration, maintenance or use of the Vehicle; (iv) the performance or non-performance or breach of any provision, condition or obligation hereunder or the violation of any law or regulation by the Lessee or any driver of the Vehicle, whether it is or not an authorized driver under the Lease.

29. OWNERSHIP. This Lease and the Vehicle are subject to any rights and interest under any respective contract, including but not limited to any contract that a financial institution may hold or have on the Vehicle. The Lessee further acknowledges and agrees that until it has exercised the Purchase Option and paid all amounts due in accordance with the conditions set forth herein, the Vehicle shall remain the exclusive property of the Lessor. During the Term of the Lease, the Lessee agrees to not hypothecate or otherwise pledge the Vehicle or to sell, transfer or otherwise dispose (directly or indirectly) of the Vehicle. In the event of a seizure by garnishment of the Vehicle, the Lessee must immediately advise the Lessor.

30. FORCE MAJEURE. No failure or omission by the Lessor in the performance of any of its obligation under this Lease shall be deemed a breach of this Agreement or create any liability if the same arises on account of force majeure, which term shall include any event or cause beyond the control of Lessor, including but not restricted to acts of God, acts or omissions of any government, or agency thereof, labor shortage, material shortage, default, negligence, fault or willful act from any manufacturers, manufacturing defects of issues, any delay in the delivery of the Vehicle, rebellion, war, insurrection, riot, sabotage, invasion, quarantine, pandemic, epidemic, restrictions, strike, labor disturbance, lockout and the Lessor will not be liable or responsible for any delay or damages incurred or suffered by the Lessee in such circumstances or events.

31. GENERAL PROVISIONS.

Titles and interpretation – The headings of the foregoing Sections are inserted for convenience of reference only and shall not affect the construction or interpretation of the provisions hereof. They are used only to facilitate the reading and to allow us to refer to the same expeditiously.

Declarations – The Lessee hereby declares he had the opportunity to review the terms and conditions of this Lease and seek independent legal counsel for the review of same at its discretion and hereby declares that it is satisfied with these presents and agrees to enter into the present Lease.

Entire Agreement – This Lease together with its Schedules constitutes the entire agreement between the parties and supersedes all prior agreements and undertakings, oral or written, between the parties hereto or their respective representatives with respect to the matters described herein. This Lease may only be amended by a written agreement signed by the parties hereto.

Severability – If any term or provision of this Lease is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Lease.

No Waiver – The failure of the Lessor to insist upon the full performance of any of the Lessee's obligations and covenants contained herein or to exercise at any time any of its rights hereunder shall not be deemed to be a waiver of such right or performance in the future.

Performance by the Lessor – If the Lessee fails to pay any sum to any third party or perform any of its obligations under this Lease, the Lessor may (without having any obligation to do so and without notice), pay the said sum or perform the said obligation in the place and stead of the Lessee, who shall be thereupon obliged to reimburse such sum and any costs incurred by the Lessor in performing such obligation, together with a fee equal to fifty percent (15%) of the amount paid or the costs incurred, as the case may be, the whole without prejudice to any other rights or recourses of the Lessor which may accrue in the circumstances.

Rights Cumulative - No right or remedy herein conferred upon or reserved to the Lessor is intended to be exclusive of any other right or remedy herein or by law provided, but such rights shall be cumulative and in addition to every other right or remedy provided herein or at law.

Successors – This Lease shall be binding upon and ensure to the benefit and advantage of the parties and their respective heirs, administrators, successors, legatees, executors, and permitted assigns.

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Assignment – The Lessor may assign all or part of its rights under the Lease without the prior written consent of the Lessor and therefore, shall be fully discharged of all of its obligations hereunder.

Counterpart – This Lease may be executed in identical duplicate counterparts, each of which shall be deemed an original, and both of which together shall constitute the same instrument.

Electronic Signature – Electronic signatures of the present Lease including DocuSign, shall be valid and binding upon all parties hereto and constitute effective delivery of such Lease for all purposes.

Notices – Any notice or demand to be given to any party hereunder by the other shall be in writing and shall be signed by the party giving such notice and sent by mail to the other party by first class mail to the address outlined on the first page of the Lease or by email or to such other address, notice of which such party may have given to the other party in writing.

WARNING

THE LESSEE HEREBY RECOGNIZES THAT THE LESSOR SHALL NOT SUPPLY REPLACEMENT PARTS OR REPAIR SERVICES FOR THE VEHICLE.

Agreement to Arbitrate Disputes
The following Arbitration Agreement can significantly affect your rights in any dispute with us. Please read it carefully before signing this Lease.

- 1 IF EITHER OF US CHOOSES, ANY CLAIM OR DISPUTE BETWEEN US (AS DEFINED BELOW) WILL BE DECIDED BY ARBITRATION AND NOT IN COURT OR BY A JURY TRIAL.
- 2 IF EITHER OF US CHOOSES TO ARBITRATE, YOU WILL GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS OR OTHER REPRESENTATIVE ON BEHALF OF OTHER PERSONS OR AS A CLASS MEMBER OR OTHER REPRESENTED PERSON ON ANY CLASS CLAIM OR OTHER REPRESENTATIVE TYPE OF CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS OR OTHER REPRESENTATIVE 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.

Any claim or dispute, whether in contract, tort, statute or otherwise (including the interpretation and scope of this clause, and the arbitrability of the claim or dispute), between you and us or our employees, agents, successors or assigns, which arise out of or relate to your credit application, 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. Any claim or dispute is to be arbitrated by a single arbitrator on an individual basis and not as a class or other representative type of action with the following arbitration organization: the American Arbitration Association, 1633 Broadway, 10th Floor, New York, NY 10019 (www.adr.org). The arbitration shall be conducted in accordance with this Agreement to Arbitrate Disputes and, unless otherwise provided for in this Agreement to Arbitrate Disputes, the rules of the American Arbitration Association (the "Arbitration Rules"). You may get a copy of the Arbitration Rules by contacting the American Arbitration Association or visiting its website. The arbitrator shall be an attorney or retired judge selected in accordance with the Arbitration Rules. The arbitrator shall apply governing substantive law in making an award. The arbitration hearing shall be conducted in the federal district in which you reside. The arbitrator's decision shall be in writing and either party may appeal the arbitrator's decision through the arbitration organization you chose. We will pay your filing, administration, service or case management fee and your arbitrator or hearing fee all up to a maximum of \$1,500. We will also pay any additional amount of such fees that the arbitrator determines we must pay in order to make this Agreement to Arbitrate Disputes enforceable. Each party shall be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator under applicable law. The arbitrator's award shall be final and binding on all parties, except that the losing party may request a new arbitration if allowed by the Arbitration Rules. This Agreement to Arbitrate Disputes, and any arbitration conducted hereunder, shall be governed by the Federal Arbitration Act (9 U.S.C. § 1 et. seq.) and not by any state law concerning arbitration.

You and we retain any rights to self-help remedies, such as repossession. You and we retain the right to seek individual 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 by using self-help remedies or filing suit. Any court having jurisdiction may enter judgment on the arbitrator's award. This agreement shall survive any termination, payoff or transfer of this Lease. If any part of this Agreement to Arbitrate Disputes, other than waivers of class action rights, is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable.

ADDITIONAL FLORIDA LEASE DISCLOSURE:

THIS IS A LEASE AGREEMENT. THIS IS NOT A PURCHASE AGREEMENT. PLEASE REVIEW THESE MATTERS CAREFULLY AND SEEK INDEPENDENT PROFESSIONAL ADVICE IF YOU HAVE ANY QUESTIONS CONCERNING THIS TRANSACTION. YOU ARE ENTITLED TO AN EXACT COPY OF THE AGREEMENT YOU SIGN.

PLEASE SIGN EACH COPY IN ORIGINAL

I, the Lessee represent that I have obtained a copy of this Lease and all its Schedules and had ample time to review its terms and conditions. I, the Lessee further represent that I have read and understood each of the terms and obligations of this Lease and its Schedules and had the opportunity to consult with a legal counsel of my choice.

LESSEE

By: **NARKE 720 LLC** Signature:
Title:
Date: 11/13/2024


DocuSigned by:

B52560D150514F8...

MOTORCARLEASE USA INC.

By: Josh Kahan

Date: 11/27/2024

Signature: 
DocuSigned by:
BAF065E8AEF8435...

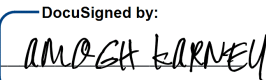
GUARANTEE

I, _____, personally (the "Guarantor"), hereby acknowledge that I have read and taken cognizance of the Lease entered into between the Lessee and the Lessor and the attached Schedules "A" and "B" and hereby unconditionally and irrevocably guarantee to and covenant to be solidarily bound with the Lessee in favor of the Lessor during the Term of the Lease with respect to the full and proper execution of all of the obligation, covenants, and representations that the Lessee has agreed to execute, respect or observe under the Lease and more generally all terms contained therein. In the enforcement of its rights hereunder the Lessor may proceed directly against the Guarantor as if it was the Lessee under the Lease, without any prior notice to the Lessee and therefore, the Guarantor hereby renounces and waives the benefits of division and discussion with respect to the present guarantee. This guarantee shall be valid and effective for the full Term of the Lease and any extension thereof and may not be revoked without the prior written consent of the Lessor.

GUARANTOR

Name: AMOGH KARNEY

Date: 11/13/2024

Signature: 
DocuSigned by:
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SCHEDULE "A"
PRE-AUTHORIZED PAYMENT PLAN

LESSEE'S NAME:

LESSEE'S ADDRESS:

BANK ACCOUNT NUMBER:

TRANSIT NUMBER:

BANK AND BRANCH:

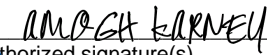
NAME IN WHICH ACCOUNT STANDS IN BANK RECORDS:

MONTHLY RENTAL PAYMENT:

REQUEST FOR PRE-AUTHORIZED PAYMENTS

I, **NARKE 720 LLC**, hereby authorize my financial institution and/or Royal Leasing Co. (2007) Ltd. to debit the account of the undersigned maintained with the financial institution indicated above, monthly, in accordance with the payment authorization below, to pay the Rent and all amounts due under this Lease.

"PLEASE ENCLOSE AN UNSIGNED SAMPLE CHEQUE FROM YOUR BANK "

DocuSigned by:

Authorized signature(s)
523609130514P8...

Date: 11/13/2024

SCHEDULE "B"
RETURN OF THE VEHICLE POLICY

GENERAL CONDITIONS. The Lessor may at its sole option require the Lessee to either (i) remove from the Vehicle at the Lessee's sole cost and expense the whole or any part of any improvement, alteration, modification, and installation of accessories or equipment, in which case, the Lessee shall be solely responsible to repair all damages caused by such removal, or (ii) surrender the Vehicle and leave in place the whole or any part of such improvement, alteration, modification, and installation of accessories or equipment, without any compensation to the Lessee.

Before returning the Vehicle, same must be washed on the inside and outside at the Lessee's sole cost. The interior of the Vehicle shall be clean and free of any debris. The fuel tank shall be filled with at least five (5) gallons of premium gasoline. If any of those requirements are not met, the Lessee agrees to pay the Lessor an administration fee of **One Hundred Fifty Dollars (\$150.00) plus applicable taxes** to compensate the Lessor for the trouble and inconveniences.

The Vehicle shall be returned to the Lessor with all its original equipment and/or accessories from the manufacturer, including but not limited to the jack, lug wrench, nuts, bolts, spare tire and wheel and winter tires. The Vehicle shall be filled with a sufficient quantity of antifreeze to protect the cooling system up to -35°, regardless of the date of return of the Vehicle. The Vehicle shall be returned to the Lessor with its registration card and all sets of keys or remotes. If this requirement is not met, the Lessee agrees to pay the Lessor a lump sum of **Seven Hundred Fifty Dollars (\$750.00) plus applicable taxes** to cover the cost of replacement for each lost key or remote.

EXTERIOR BODY. The exterior body of the Vehicle shall be free from, including but not limited to, all body dents requiring metal work, severe scratches in paint indicating contact with foreign objects, damage, or alteration due to accident or to the installation of accessories or equipment, bent or broken moldings, dented or bent bumpers, and misaligned doors, deck lids or hoods resulting accidents or from forced closing or opening. Windshield and glass damage should be repaired by the Lessee at its sole cost and expense before returning the Vehicle to the Lessor. Following the inspection of the Vehicle, the Lessor may determine at its sole discretion that the exterior body of the Vehicle is in satisfactory condition upon return or may decide on any repairs, replacement or esthetic work to be carried out at the Lessee's sole cost and expense. **THE LESSEE HEREBY ACKNOWLEDGES AND AGREES THAT HE IS FULLY RESPONSIBLE FOR ANY DAMAGE TO THE EXTERIOR BODY OF THE VEHICLE AND SHALL PAY ALL COSTS OF REPARATION AND RESTORATION OF THE VEHICLE AS THE LESSOR DEEMED SATISFACTORY, EXCEPT FOR NORMAL WEAR AND TEAR.**

INTERIOR BODY. The interior body of the Vehicle shall be free from, including but not limited to, permanently stained or damaged trim or carpets, severely scratched or damaged garnish moldings or instrument panels, and damage caused by the installation and/or removal of accessories or equipment. Following the inspection of the Vehicle, the Lessor may determine at its sole discretion that the interior body of the Vehicle is in satisfactory condition upon return or may decide on any repairs, replacement or esthetic work to be carried out. **THE LESSEE HEREBY ACKNOWLEDGES AND AGREES THAT HE IS FULLY RESPONSIBLE FOR ANY DAMAGE TO THE INTERIOR BODY OF THE VEHICLE AND SHALL PAY ALL COSTS OF REPARATION AND RESTORATION, AS THE LESSOR DEEMED SATISFACTORY, EXCEPT FOR NORMAL WEAR AND TEAR.**

TIRES AND WHEELS. Lessee shall return the Vehicle with the original tires and wheels from the manufacturer. Each tire shall have a measurable amount of tread and must be evenly worn. Tire damage or defects that are covered by the tire manufacturer's warranty should be repaired or replaced by the Lessee before returning the Vehicle to the Lessor. Following the inspection of the Vehicle, the Lessor may determine at its sole discretion, that the tires of the Vehicle are in satisfactory condition upon return or may decide if any repairs, replacement, or esthetic work needs to be carried out as a result of any damages to the Vehicle. The Lessee hereby acknowledges and agrees that he is fully responsible for any damage to the tires or wheels of the Vehicle and shall pay all costs of reparation, replacement, and restoration, as the Lessor deems satisfactory, except for normal wear and tear. The cost of replacing bent or damaged wheels shall be at the Lessee's sole cost and expense.

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Exhibit 4

Motorcarlease USA, Inc.


227 Michigan Ave, Apt 103, Miami Beach, Florida, USA, 33139-7046

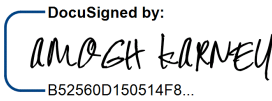
DELIVERY RECEIPT

IN WITNESS WHEREOF, the Parties hereto have signed.

At: Montreal, Quebec

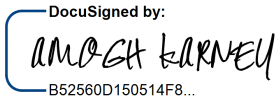
On this date: NOVEMBER 13TH, 2024

Signature (Lessor):  BAF065E8AEF8435...

Signature (Lessee):  B52560D150514F8...

The vehicle described below has been received in good order.

Date: NOVEMBER 13TH, 2024

Signature (Lessee):  B52560D150514F8...

VEHICLE: 2019 LAMBORGHINI AVENTADOR SVJ
VIN: ZHWCM6ZDXKLA08614

FILED DATE: 9/29/2025 4:48 PM 2025L050653

Exhibit 5

LAW OFFICES
ROBERT S. FORMAN, P.A.

SUITE 1000
8201 PETERS ROAD
FORT LAUDERDALE, FLORIDA 33324

ROBERT S. FORMAN, ESQ.
ALSO ADMITTED WASHINGTON BAR

OF COUNSEL
VINCENT J. ALTINO, ESQ.

TELEPHONE (954) 735-0000
FAX (207) 693-8254

vince@vjalaw.com
www.robertformanlaw.com

August 6, 2025

VIA EMAIL: syed@syedlawpractice.com Syed S Asif, Esq. Syed & Associates Law Firm 15740 E Hwy 40 Suite C Kansas City, MO 64136	Copy to: Mark@epsteinlawfirmkc.com Mark H. Epstein, Esq. The Epstein Law Firm, LLC 4630 W. 137th Street, Suite 103 Leawood, Kansas 66224
Copy to: mirabella@simpsondeardorff.com Attorney Joseph M. Mirabella Simpson & Deardorff, S.C. 320 East Buffalo Street, Suite 300 Milwaukee, WI 53202	Copy to: mo.karney@gmail.com <u>NARKE 720 LLC</u> <u>302 N LAST CHANCE GULCH #409</u> <u>HELENA, MT 59601</u>
Copy to: mo.karney@gmail.com AMOGH KARNEY 3913 S 184TH ST OMAHA, NE 68130	

RE: Open End Lease (the "Lease") between NARKE 720 LLC / AMOGH KARNEY (the "Lessee") and MOTORCARLEASE USA INC. (the "Lessor") with respect to - 2019 LAMBORGHINI AVENTADOR SVJ, VIN# ZHWCM6ZDXKLA08614 (the "Vehicle")

Dear Attorney Asif:

I represent **MOTORCARLEASE USA INC.**, the Lessor in connection with the above-described Vehicle and Lease. As you are certainly aware, the Vehicle in question was "acquired" by your client through its longstanding relationship with Kearns Motor Car Company, Inc. ("Kearns Motor"). **Our client had no involvement whatsoever in the acquisition of the Vehicle, other than to act as the Lessor (as lender) to fund the Lease.** Our client did not make any representations, warranties or otherwise, with respect to the Vehicle. Any and all knowledge as to the Vehicle's condition would have been between your client and Kearns Motor. Our client's role is limited as the lender and corresponding title holder, pending your client's performance under the Lease. Our client has no responsibility whatsoever concerning the status of the Vehicle's condition in your client's possession.

In light of the foregoing, I have reviewed your correspondence to our client dated April 4, 2025 and July 21, 2025, respectively, and would like to address the following inaccuracies and disputes:

First, on or about April 3, 2025, our client notified the Lessee that the payments required pursuant to the Lease were two (2) months behind, leaving a then-outstanding balance of \$15,634.00. Your April 4th correspondence indicates that your "client has elected to suspend lease payments, pending a satisfactory resolution," with

respect to a matter regarding the Vehicle's mechanical condition. THIS (and the continuing defaults), **are not acceptable** and our client is proceeding with all of its rights pursuant to the Lease, at law and in equity.

You further state that **“making payments toward a vehicle that cannot be driven, and that sustained catastrophic engine damage within days of delivery, is neither reasonable nor required under these circumstances.”** Any claims which you may have regarding the condition of the Vehicle would be against Kearns, who sold the car, NOT the Lessor (as lender).

Further, our client is the **title holder** of the Vehicle, pursuant to the Lease. Yet, your client was somehow inappropriately able to obtain a “settlement” to the tune of approximately \$150,000 from Kearns (or Kearns insurer), on a Vehicle which is OWNED BY OUR CLIENT. Somehow, your client believes he is entitled to receive funds on a Vehicle which it “borrows” from our client, WHILE CONTINUING NOT TO PAY ITS LEASE PAYMENT OBLIGATIONS TO OUR CLIENT. Once again, any payments with respect our client's Vehicle, should have been paid to our client, including the settlement amounts. I will point out that in correspondence between Attorney Epstein and Attorney Mirabella, in connection with such wrongful settlement, it was stated, **“We'll deal with Motorcars if and when it becomes an issue.”** Suffice it to say, ITS AN ISSUE NOW.

Next, you describe the Vehicle as **“the inoperable vehicle,” “since shortly after delivery, was substantially inoperable due to serious mechanical defects.”** It is upon information and belief that your client drove this Vehicle for nearly 1,000 miles, so, from the time the Lessee took possession of the Vehicle in November - December 2024, it must have been operable to drive those miles. We also have no possible way of knowing how your client used and/or maintained the Vehicle during his possession of same.

Lastly, your client, as Lessee, leased the Vehicle in the name of **“NARKE 720 LLC, a Montana limited liability company.”** However, this entity was involuntarily **dissolved August 2022** for failure to appoint a registered agent, which resulted in the entity **forfeiting its right to transact business.** With full knowledge of this for more than two years, your client wrongfully and intentionally entered into the Lease, unlawfully and with an intent to deceive our client. Further to your client's culpability, when this matter was brought to your client's attention by our client, he stated, **“the LLC is active. It simply has a different mailing address and the registered agent has been moved from Omaha, NE to Kansas in 2022.”** This was again, intentionally false and misleading. The fact of the matter was, AND CONTINUES TO BE, that the NARKE 720 LLC continues to be dissolved even as of today. These actions are tantamount to theft and may give rise to criminal exposure.

In light of the foregoing, **our client rejects your proposal** and hereby demands the following:

1. Provide the current address and contact information for the Lessee and Amogh Karney;
2. Provide the current location of the Vehicle;
3. Provide for the immediate return of the Vehicle. Please contact me to coordinate such return;
4. Provide for the immediate payment of all payments received in “settlement” from Kearns (and/or any insurer), regarding our client's Vehicle, to wit, the approximate \$150,000;
5. The immediate payment of all amounts due in connection with the Lease as a result of your client's default.

Our client further reserves all of its rights with respect to the Vehicle and the Lease, at law and/or in equity and does not waive any such rights, nor elects any remedies hereby.

August 6, 2025
Syed S Asif, Esq.
Syed & Associates Law Firm
Page | 3

Kindly govern yourselves accordingly.

Very truly yours,

/SS/

Robert S. Forman

Cc: Motorcarlease USA Inc.

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