

INFORMATION REDACTED PURSUANT TO THE FREEDOM OF INFORMATION ACT (FOIA), 5 U.S.C. 552(B)(6)

Hotline Questionnaire

FOR AGENCY USE ONLY 100148

U.S. Department of Transportation

National Highway Traffic Safety Administration

To Report Vehicle Safety Defects 1-888-DASH-2-DOT (1-888-327-4236) INTERNET: www.nhtsa.dot.gov/hotline

Date Received: 11-MAY-2021; Repository: []; Reference No.: 11416140

OWNER INFORMATION (Type or Print)

Name, Address, City (LAKE LURE), State (NC), ZIP Code, Daytime Telephone Number, Evening Telephone Number, E-mail Address

The information you provide will be used to identify potential safety-related defects. We may share your information with the applicable vehicle manufacturer during an investigation or recall in accordance with the routine uses described in the agency's Privacy Act notice. See 49 FR 53971 (Sep. 3, 2004).

VEHICLE INFORMATION

17 digit Vehicle Identification Number (1F66F50Y3J...), MAKE (FORD), Model (F53), Model Year (2018/2019), Date Purchased (9/25/20), Dealer's Name (NORTH TRAIL RV SALES CENTER), Dealer's City (FT MYERS), STATE (FL), ZIP Code (33905), Engine: No. Cylinders (V-10), Fuel Type (GAS), Transmission Type (AUTOMATIC), Antilock Brakes, Cruise Control, Powertrain (REAR AXLE DRIVE SHAFT), Incident Date(s) (12-OCT-2020)

FAILED COMPONENT(S)/PART(S) INFORMATION

Vehicle Components Codes: 110000 ELECTRICAL SYSTEM, 162000 STRUCTURE BODY; Failure Mileage: 75000.0; Failure Speed

ADDITIONAL ITEMS TO BE COMPLETED WHEN REPORTING A TIRE FAILURE

Tire Make, Tire Model (Name or Number), Tire Size (Example P215/65R15), DOT No. (Example DOTM1 9ABC036), Original Requirement, Prior Repair, Failure Location, Tire Component Code, Tire Failure Type

ADDITIONAL ITEMS TO BE COMPLETED WHEN REPORTING A CHILD SEAT FAILURE

Make, Date Manufactured, Model No./Name, Seat Type, Installation System, Child Seat Component Code, Failed Part

APPLICABLE INCIDENT INFORMATION

(Please describe in detail the incident(s), Failure(s), Crash(es), Injury(ies).)

Crash: [] Yes [X] No; Fire: [X] Yes [] No; Number of Persons Injured: 1; Number of Deaths; Reported to Police: N

Narrative Description of Incident(s), Crash(es), Injury(ies). Please describe (1) events leading up to the failure, (2) failure and its consequences, and (3) what was done to correct the failure; i.e. parts repaired or replaced (and if old part is available).

TL* THE CONTACT OWNS A 2018 FORD F53. THE CONTACT STATED WHILE THE VEHICLE WAS STATIONARY, THE ROOF STARTED TO LEAK CAUSING WATER TO GET INSIDE OF THE VEHICLE. THE CONTACT ALSO STATED THAT THE INVERTER UNIT SHORTED OUT AND CAUGHT ON FIRE. THE CONTACT WAS ABLE TO EXTINGUISH THE FIRE WITH A FIRE EXTINGUISHER. THE FIRE OR POLICE DEPARTMENT WAS NOT NOTIFIED. THE CONTACT STATED THAT THE FLOOR HEATING UNITS AND WOULD OCCASIONALLY OVERHEAT BURNING THE CONTACTS FEET. THE CONTACT SUSTAINED A SORE FOOT BUT NO MEDICAL ATTENTION WAS REQUIRED. THE CONTACT STATED NO WARNING LIGHT WAS ILLUMINATED. THE VEHICLE WAS NOT TAKEN TO A LOCAL DEALER OR AN INDEPENDENT MECHANIC TO HAVE IT DIAGNOSED. THE VEHICLE HAD NOT BEEN REPAIRED. THE MANUFACTURER HAD BEEN INFORMED OF THE FAILURE AND INFORMED THE CONTACT THAT THEY WOULD NOT ASSIST. THE FAILURE MILEAGE WAS APPROXIMATELY 75,000.

* SEE ATTACHED PICTURES FOR FURTHER INFORMATION AND EXPLANATION. * NORTH TRAIL RV SALES HAD A MORAL AND ETHICAL OBLIGATION TO INFORM US OF THE SERIOUS ISSUES AND POSSIBLE VIOLATIONS OF FEDERAL. THEY WERE REMISS IN THEIR OBLIGATION.

Include, if available: Police/Fire Department Report, Photos, and Repair Invoice. ATTACH ADDITIONAL SHEETS IF NECESSARY

The Privacy Act of 1974-Public Law 93-579. This information is requested pursuant to authority vested in the National Highway Traffic Safety Act and subsequent amendments. You are under no obligation to respond to this questionnaire. Your response may be used to assist the NHTSA in determining whether a Manufacturer should take appropriate action to correct a safety defect. If the NHTSA proceeds with administrative enforcement or litigation against a manufacturer, your response, or a statistical summary thereof, may be used in support of the agency's action.

001) 04/15

RECREATIONAL VEHICLE SERVICE CONTRACT/APPLICATION

FLORIDA



TIRE WARRANTY
RV DriverCare
PURCHASED \$599

Exp. Date

Exp. Miles

09/25/2025

1,003,701

CUSTOMER INFORMATION

CUSTOMER'S NAME (LAST)

(FIRST)

(MIDDLE INITIAL)

CUSTOMER'S MAILING ADDRESS

CITY

Fort Lauderdale

STATE
FL

ZIP CODE

CUSTOMER'S PHONE (HOME)

CUSTOMER'S PHONE (CELL)

CUSTOMER'S E-MAIL ADDRESS

FINANCIAL INSTITUTION

US BANK

VEHICLE IDENTIFICATION NUMBER

1F66F5DY3J0

CONTRACT PURCHASE DATE

09/25/2020

CONTRACT TERM (Months)
See Section "E. CONTRACT PERIOD"

60

999,99€

ODOMETER READING AT CONTRACT PURCHASE DATE

3,702

VEHICLE PURCHASE PRICE

\$119,900.00

CONTRACT PURCHASE PRICE

\$599.00

YEAR
2018

MAKE
THOR

MODEL

OUTLAW 37R

VEHICLE TYPE

Motor Home

Towable Box

SELLING DEALER NAME

NORTH TRAIL RV CENTER

SELLING DEALER ADDRESS

5270 ORANGE RIVER BLVD

CITY

FORT MYERS

STATE

FL

ZIP CODE

33905

PHONE NUMBER

(239) 693-8200

FAX NUMBER

(239) 693-2304

DEALER NUMBER

AR01985

SELLING DEALER'S E-MAIL ADDRESS

THIS VSC DOES NOT COVER THE COST TO REPAIR A MECHANICAL BREAKDOWN OR FAILURE.

WHAT IS COVERED

- TIRE:** WE will reimburse YOU for the reasonable cost to repair, or if non-repairable, to replace YOUR VEHICLE and TOW VEHICLE tires (original tires as supplied by the manufacturer and replacement tires of like kind and quality) for the term of this VSC, if rendered unserviceable due to a COVERED LOSS. Unserviceable means that the tire is blown out, flat, or is otherwise unable to seal with the wheel, resulting in air loss. Any condition that does not result in measurable air loss, such as a "bubble", does not meet the definition of unserviceable and is not a COVERED LOSS. YOUR tire(s) must have at least 3/32" of tread depth at the lowest point on the tire at the time of the COVERED LOSS for this coverage to apply.
- WHEEL:** WE will reimburse YOU for the reasonable cost to repair or, if non-repairable, to replace YOUR VEHICLE and TOW VEHICLE wheels (original wheels as supplied by the manufacturer and replacement wheels of like kind and quality) for the term of this VSC, if rendered unserviceable due to a COVERED LOSS. Unserviceable means that the wheel is unable to seal with the tire, resulting in air loss. YOUR tire(s) must have at least 3/32" of tread depth at the lowest point on the tire at the time of the COVERED LOSS for this coverage to apply.
- TRIP INTERRUPTION:** In the event that a COVERED LOSS disables YOUR VEHICLE and YOU are required to remain overnight more than 50 miles from YOUR residence address while repairs are completed, WE will reimburse YOU up to \$300, not to exceed \$100 per day, for the first three (3) consecutive days, for costs incurred by YOU for meals and lodging between the date of the COVERED LOSS and the date repairs are completed.

ROADSIDE ASSISTANCE

YOU will also receive roadside Assistance, effective for a period equal to the CONTRACT TERM, at no additional cost to YOU. Call US at (877) 606-4502, select prompt 1, for Emergency Roadside Assistance. Roadside Assistance is available 24 hours a day, 365 days a year, anywhere in the United States (including Alaska and Hawaii) or Canada. Roadside Assistance is available only while YOUR CONTRACT is in force. Roadside Assistance services obtained through any source other than the toll-free number listed above are not covered and are not reimbursable. (Services are not available in areas where state providers are exclusively utilized such as selected state toll roads or highways).

ELIGIBLE VEHICLES: YOUR VEHICLE and any TOW VEHICLE.

The following additional road service benefits are available to YOU during the term of YOUR CONTRACT:

The maximum benefit per occurrence is \$250 for benefits 1 - 4 listed below.

- Jump Start / Battery boost
- Flat Tire Changes (using YOUR VEHICLE and/or TOW VEHICLE inflated spare)

- Fluid delivery (YOU will be responsible for the cost of any fluids delivered)
- Lockout Assistance (YOU are responsible for charges associated with YOUR VEHICLE or TOW VEHICLE key cutting or key replacement.)
- TOWING: In the event YOUR VEHICLE requires towing/winch-out services, WE will provide benefits to tow YOUR VEHICLE and/or any TOW VEHICLE to the nearest authorized repair facility, up to a maximum of \$500. Winch-out service benefits apply as long as YOUR VEHICLE and/or TOW VEHICLE can be safely reached from an established, paved public thoroughfare, paved street, highway, paved road or public or private parking lot. Winch-out service benefits do not apply if YOUR VEHICLE and/or TOW VEHICLE is more than 25 feet from an established thoroughfare, intentionally driven off of a paved road, or when YOUR VEHICLE and/or TOW VEHICLE cannot be safely reached due to location or weather conditions that do not allow for safe movement of YOUR VEHICLE and/or TOW VEHICLE.

YES! YOU (Customer) whose signature appears below, acknowledge that: The information contained above is, to the best of YOUR knowledge, true; YOU understand that authorization from the SERVICE AGREEMENT COMPANY must be received prior to receiving any repair or replacement of a tire or wheel.

Purchase of this coverage is not required to obtain financing or to register a motor vehicle. This is not an automobile liability insurance contract. The rate charged for this CONTRACT is not subject to regulation by the Florida Office of Insurance Regulation. WE do not disclose information about OUR customers to anyone, except as YOU authorize or permitted by law. This CONTRACT/ Arbitration provision (See section "I. ARBITRATION PROVISION").

09/25/2020

DATE

AUTHORIZED REPRESENTATIVE'S SIGNATURE

SEE ADDITIONAL PAGES (2-3) OF THIS VSC FOR COMPLETE TERMS, CONDITIONS AND EXCLUSIONS.

YOU will receive confirmation of acceptance of this VEHICLE SERVICE CONTRACT/APPLICATION from the SERVICE AGREEMENT COMPANY within approximately 45 days from the date YOU sign. If YOU provide an e-mail address, the SERVICE AGREEMENT COMPANY may provide confirmation by electronic delivery. YOU should contact the SELLING DEALER or the SERVICE AGREEMENT COMPANY if YOU do not receive confirmation or if YOU have any questions.

DECLINATION OF COVERAGE

I do not choose to apply for this VSC offered on my VEHICLE. I understand that by not applying for this VSC, I am declining coverage and am not entitled to any coverage or additional benefits under this CONTRACT listed above.

CUSTOMER'S SIGNATURE

DATE

AUTHORIZED REPRESENTATIVE'S SIGNATURE

PAYMENT FOR REPAIRS OR REPLACEMENTS MAY NOT BE MADE WITHOUT PRIOR AUTHORIZATION FROM THE SERVICE AGREEMENT COMPANY, SEE SECTION C. 1.

CALL (800) 538-4181 FOR CLAIMS SERVICE AND CUSTOMER SERVICE

SERVICE AGREEMENT COMPANY / ADMINISTRATOR: AUTOMOBILE PROTECTION CORPORATION - APCO

P.O. BOX 88230 - ATLANTA, GA 30356-8230 - LICENSE #60080

TERMS AND CONDITIONS

THIS VSC IS SUBJECT TO THE FOLLOWING TERMS, CONDITIONS, LIMITATIONS, EXTENSIONS, EXCEPTIONS AND DEFINITIONS. NO PERSON HAS THE AUTHORITY TO CHANGE THIS VSC OR TO WAIVE ANY OF ITS PROVISIONS. THIS VSC IS FOR THE SOLE BENEFIT OF THE PURCHASER NAMED HEREIN OR QUALIFIED TRANSFEREE AND APPLIES ONLY TO THE VEHICLE DESCRIBED IN THE CUSTOMER INFORMATION SECTION OF THIS VSC.

DEFINITIONS:

- **CONTRACT, VSC:** means this **VEHICLE SERVICE CONTRACT (VSC)**. It is a VSC between **YOU** and **US**.
- **CONTRACT PURCHASE DATE:** means the date that **YOU** purchased this VSC.
- **COVERED LOSS:** means damage from a covered road hazard such as glass, metal punctures, pothole(s), rocks, nails, tree limbs or other such object or condition not normally found in or on a public roadway and is not otherwise excluded under this VSC.
- **SELLING DEALER:** means the **DEALER** from whom **YOU** purchased this VSC.
- **SERVICE AGREEMENT COMPANY:** means **AUTOMOBILE PROTECTION CORPORATION - APCO**, license #60080.
- **TOW VEHICLE:** means any vehicle used to tow the **VEHICLE** or any vehicle being towed by the **VEHICLE**, but only while it is towing or being towed by the **VEHICLE**.
- **VEHICLE:** means the **VEHICLE** described in the Customer Information section of this VSC.
- **WE, US, OUR:** means the **SERVICE AGREEMENT COMPANY**.
- **YOU, YOUR:** means the purchaser of this VSC.

A. OUR RESPONSIBILITIES

WE agree to reimburse **YOU** as set forth in the "WHAT IS COVERED" section of this VSC.

B. YOUR RESPONSIBILITIES

YOU shall protect the tires and wheels of the **VEHICLE** from further damage. Any operation of the **VEHICLE** that results in further damage, related to the original **COVERED LOSS**, shall be considered **YOUR** failure to protect the **VEHICLE** and shall not be covered under this VSC.

YOU must give **YOUR** authorization to the repair facility for teardown to diagnose a problem.

All repairs and replacements under this VSC must be pre-authorized by the **SERVICE AGREEMENT COMPANY**. **YOU** are responsible for providing receipts for all work performed on **YOUR VEHICLE** during the **CONTRACT** period.

C. IN CASE OF COVERED LOSS

1. In the event of **COVERED LOSS**, **YOU** may take **YOUR VEHICLE** to any licensed repair facility. However, it is suggested that **YOU** return the **VEHICLE** to the **SELLING DEALER**. Authorization from the **SERVICE AGREEMENT COMPANY**, verified by issuance of an authorization code, must be received before any repairs or replacements will be covered under this VSC.
 - a. Have **YOUR VSC** number, mileage and date of loss ready for the **SERVICE AGREEMENT COMPANY**.
 - b. Have the authorized service representative contact the **SERVICE AGREEMENT COMPANY**.Upon **OUR** request, **YOU** must allow the **SERVICE AGREEMENT COMPANY** to inspect **YOUR VEHICLE** to gather necessary information regarding any claim.
2. Submitting A Claim:
Once authorization has been received, submit the following to the **SERVICE AGREEMENT COMPANY**:
 - a. A legible, itemized repair order signed by **YOU**.
 - b. All sublet bills, lodging and meal receipts, when applicable.

D. WHAT IS NOT COVERED

1. Any expenses incurred/arising out of:
 - a. Without prior authorization;
 - b. Caused by negligence, misuse or abuse;
 - c. Caused by theft, freezing, vandalism, riot or explosion, lightning, earthquake, windstorm, hail, volcanic eruption, water or flood;
 - d. Tire or wheel damage due to traffic accident, improper inflation, overloading, dry rot, tread separation, defective tire, curb impact damage, fire or rust or corrosion;
 - e. Modifications and/or alterations to the **VEHICLE** that do not meet the manufacturer's specifications, and have not been approved by the manufacturer's authorized representative including but not limited to oversized or undersized tires or rims;
 - f. If **YOUR VEHICLE** is used for racing on or off road, competition or speed contests;
 - g. If **YOUR VEHICLE** is used as a police car or other emergency vehicle, or for livery (for rent or for hire), rental, taxi or commercial snow plowing;
 - h. That is a direct result of a mechanical or structural defect when the manufacturer, distributor or importer has announced a public recall for the purpose of correcting such defect regardless of whether the manufacturer, distributor or importer can or cannot honor or correct such recalled defect or is unavailable for any reason, including such entity or person providing the public recall has ceased normal business operations, has bankruptcy proceedings commenced by or against it or a receiver or trustee is appointed to oversee the property of such entity or person or such entity or person makes an assignment for the benefit of creditors;
 - i. A tire or wheel damaged by a non-covered part;
 - j. That occurs prior to this VSC's effective date or is reported after this VSC's expiration;
 - k. Covered by warranty, repairer's guarantee, other service contract or insurance policy, regardless of whether each: can or cannot be honored or collected or is unavailable for any reason, including such entity or person providing the warranty, repairer's guaranty, other

service contract or insurance policy has ceased normal business operations, has bankruptcy proceedings commenced by or against it or a receiver or trustee is appointed to oversee the property of such entity or person or such entity or person makes an assignment for the benefit of creditors;

- l. Of any part(s), component(s) or repair(s) described as covered by the manufacturer, distributor or importer's warranty for the term and mileage of such coverage at the time of first retail sale, regardless of whether such warranty for part(s), component(s) or repair(s): can or cannot be honored or collected or is invalidated for any reason, including if the manufacturer, distributor or importer has ceased normal business operations, has bankruptcy proceedings commenced by or against it or a receiver or trustee is appointed to oversee the property of such entity or such entity makes an assignment for the benefit of creditors;
 - m. Any loss or damage to a **TOW VEHICLE** which occurs other than as the result of a **COVERED LOSS** while the **TOW VEHICLE** is towing or being towed by the **VEHICLE**.
2. Loss of time, loss of use, inconvenience, bodily injury and property damage or other incidental or consequential damage not specifically listed in the "WHAT IS COVERED" section of this VSC.
 3. Storage and freight charges.
 4. Repairs to or replacement of any non-covered parts or vehicles.
 5. The cost of teardown, disassembly or assembly, except that portion of the cost arising from a **COVERED LOSS**.
 6. Additional loss or damage which is occasioned by this VSC holder or operator's failure to use all reasonable precautions to protect the **VEHICLE** from any further loss or damage after a **COVERED LOSS** has occurred or continued operation of the **VEHICLE** after a **COVERED LOSS** has occurred.
 7. Replacement tires or wheels for which proof of purchase/verifiable receipts are not furnished, when applicable.

E. CONTRACT PERIOD

Coverage shall begin on the **CONTRACT PURCHASE DATE** and terminate when the length of time of the term selected, as listed under **CONTRACT TERM** in the Customer Information section of this VSC, has expired.

F. TERRITORY

This VSC applies only to a **COVERED LOSS** occurring within the United States and Canada.

G. LIMITS OF LIABILITY

THE TOTAL OF ALL BENEFITS PAYABLE UNDER THIS VSC WILL NEVER EXCEED \$7,500. LIABILITY SHALL BE BASED UPON AND LIMITED TO THE REASONABLE PRICE FOR REPAIR OR REPLACEMENT OF ANY COVERED TIRE AND/OR WHEEL. THE "REASONABLE PRICE" FOR REPAIR OR REPLACEMENT MEANS A COST NOT TO EXCEED THE MANUFACTURER'S SUGGESTED RETAIL PRICE FOR THE COVERED TIRE AND/OR WHEEL. LABOR CHARGES TO MOUNT AND BALANCE, INCLUDING BUT NOT LIMITED TO WHEEL WEIGHTS AND VALVE STEMS, SHALL NOT EXCEED \$25.00 PER TIRE OR TIRE AND WHEEL COMBINATION. REPLACEMENT MAY BE MADE WITH PARTS OF LIKE KIND AND QUALITY, WHEN AVAILABLE.

H. SUBROGATION AND SALVAGE RIGHTS

YOU are entitled to complete reimbursement for **YOUR** loss before the **SERVICE AGREEMENT COMPANY** is entitled to subrogation proceeds. **YOU** agree that **WE**, after reimbursing **YOU** for a **COVERED LOSS**, have all rights of subrogation against those who may be responsible for **YOUR** loss. **YOU** shall do whatever is necessary to secure such rights. **YOU** shall do nothing to prejudice such rights, and **YOU** shall execute and deliver to **US** instruments and papers required to either secure or maintain such rights. All amounts recovered by **YOU** for which **YOU** were previously reimbursed under this VSC shall become **OUR** property or the property of **OUR** designee and shall be forwarded to same by **YOU**, up to the total amount paid by **US** under this VSC, except that **YOU** must be made whole before **WE** may retain any amounts **WE** have recovered. After reimbursement for replacement of a tire or wheel, **WE** have the right, at **OUR** sole discretion, to take possession of the tire, wheel or any part or parts of the tire or wheel which were replaced. However, **WE** have no obligation to take possession of, remove or dispose of such part(s).

I. ARBITRATION PROVISION

PLEASE READ THIS ARBITRATION PROVISION CAREFULLY TO UNDERSTAND YOUR RIGHTS. IT PROVIDES THAT ANY CLAIM OR DISPUTE THAT YOU MAY HAVE IN THE FUTURE RELATING TO YOUR VSC AND YOUR DEALINGS WITH US OR THIS VSC SERVICE AGREEMENT COMPANY, OR BOTH, MUST BE RESOLVED THROUGH BINDING ARBITRATION PROVIDED ALL PARTIES MUTUALLY AGREE AT THE TIME OF THE DISPUTE OR CLAIM.

1. Arbitration is a method of resolving any claim, dispute or controversy without filing a lawsuit. In this Arbitration Provision, **YOU, WE** and the **SERVICE AGREEMENT COMPANY** (the "Parties") are waiving our right to go to court and are agreeing instead to submit any claims, disputes or controversies between the Parties to binding arbitration provided all Parties mutually agree at the time of the dispute or Claim. This Arbitration Provision sets forth the terms and conditions of our agreement to binding arbitration provided all Parties mutually agree at the time of the dispute or Claim. The Parties agree and acknowledge that **YOUR** purchase of this VSC affects interstate commerce and the Federal Arbitration Act ("Act") applies to this Arbitration Provision.
2. The Parties agree to resolve all claims, disputes and controversies (collectively "Claims") related in any way to this VSC by binding arbitration provided all Parties mutually agree at the time of the dispute or Claim, including but not limited to

Claims related to the sale of this VSC and the relationship(s) and duties among the Parties, and including further, without limitation, Claims arising under contract, tort, statute, regulation, rule, ordinance or other rule of law or equity. In addition, the arbitrator shall decide issues related to the applicability, scope and validity of this Arbitration Provision. Notwithstanding this agreement to arbitrate, each of the Parties retains the right to seek remedies in small claims court to resolve any Claim within the jurisdiction of small claims court. By signing this VSC, YOU acknowledge YOUR understanding that all Parties hereunder are waiving their rights to go to court, except for small claims court, to resolve any Claims arising under this VSC between or among the Parties.

3. YOU agree and hereby expressly waive any right YOU may have to litigate in small claims court, state, county or federal court any Claim on a class-action basis or in any other collective or representative proceeding as either a representative or member of a class, or as a private attorney general, or to otherwise pursue any Claim in a class-action in small claims, state, county or federal court. Notwithstanding anything to the contrary in this Arbitration Provision, any dispute regarding the validity and effect of this Class Action Waiver prohibiting YOU from participating in or filing a class-action in any court shall be determined exclusively by a court.
4. The arbitration shall be administered by JAMS, The Resolution Experts' ("JAMS") or the American Arbitration Association ("AAA") as mutually agreed upon by the Parties. The arbitration shall be governed pursuant to the JAMS or AAA Rules and Procedures or other applicable JAMS or AAA rules or procedures ("Code"), except to the extent the Code or other applicable rules or procedures conflicts with this Arbitration Provision. The arbitration will take place before a single, neutral arbitrator selected in accordance with the AAA or JAMS Code in effect at the time the arbitration is commenced. YOU have a right to attend the arbitration hearing in person. Any hearing for the arbitration will be held in the county that YOU live in, the closest AAA or JAMS location to YOUR residence or another mutually-agreed-upon hearing location. For information about how to initiate arbitration with JAMS, the Parties shall refer to the JAMS Code and forms at www.jamsadr.com or call (800) 352-5267. For information about how to initiate arbitration with the AAA, the Parties shall refer to the AAA Code and forms at www.adr.org or call (800) 778-7879.
5. If YOU initiate arbitration with AAA, YOU must pay any AAA filing fee and/or arbitrator's fee in effect at the time YOU initiate arbitration. If YOU initiate arbitration with JAMS, YOU must pay YOUR arbitration fees up to a maximum of \$250. WE will pay all other remaining arbitration costs and expenses, including any remaining AAA costs or expenses or JAMS Case Management Fee and all remaining, reasonable professional fees for the arbitrator's services, if WE initiate arbitration against YOU, WE will pay YOUR filing fee and all costs associated with the arbitration. Each Party shall bear the expense of that Party's attorneys, expert witnesses and other witnesses, regardless of which party prevails in the arbitration. To the extent that applicable law or rules or regulations permit the recovery of attorneys' fees or other costs or expenses by a prevailing Party, this Arbitration Provision does not limit such recovery.
6. An arbitration award may not be set aside except upon the limited circumstances set forth in the Federal Arbitration Act. An award in arbitration will be enforceable under the Federal Arbitration Act by any court having jurisdiction.
7. The time for commencing an arbitration asserting any Claim shall be determined by reference to the applicable statute(s) of limitations, including the applicable rules governing the commencement of the limitations period, and a Claim in arbitration is barred to the same extent it would be barred if it were asserted in court rather than in arbitration.
8. Nothing herein is intended or should be construed as consent to class-action or representative arbitration. By signing this VSC, the Parties agree and acknowledge that there is no agreement of any kind between the Parties to conduct any arbitration on a class-action or collective basis, by YOU as a representative of others, a private attorney general or a member of a class. The Parties collectively and YOU, individually, acknowledge and do not agree to arbitration of any Claim hereunder on a class-action, collective or representative basis under any circumstances.
9. If any portion of this Arbitration Provision is deemed invalid or unenforceable, the remaining portions of this Arbitration Provision shall nevertheless remain valid and enforceable, provided, however, that if the portions regarding YOUR waiver of class-action rights (Paragraph 3) or the Parties' acknowledgement not to consent to class arbitration (Paragraph 8) are deemed invalid or unenforceable, then this Arbitration Provision shall, upon election of any Party, be invalidated and unenforceable in its entirety.

10. In the event of a conflict or inconsistency between this Arbitration Provision and the other provisions of this VSC or any prior agreement, this Arbitration Provision governs.

J. TRANSFER OF THIS CONTRACT

Contact the SERVICE AGREEMENT COMPANY and submit the following:

1. A letter requesting that WE transfer this VSC to the new owner.
2. \$40 transfer fee.
3. A copy of this VSC, if requested.
4. A copy of documentation evidencing change of ownership and mileage at date of sale.

Additional Transfer Conditions:

1. This VSC cannot be transferred to another vehicle. It can only be transferred to a different private owner of the same VEHICLE.
2. The VEHICLE is subject to inspection upon a transfer.
3. Transfer must take place within 30 days of change of ownership.
4. YOU are prohibited from transferring this VSC to a vehicle dealer or to the customer of a vehicle dealer.
5. CONTRACTS on leased VEHICLES cannot be transferred, unless original lessee is purchasing their leased VEHICLE.

K. CANCELLATION - THIS SECTION DOES NOT APPLY TO TRANSFERREES OF THIS VSC.

To cancel this VSC, YOU may either bring this VSC to the SELLING DEALER or mail this VSC to the SERVICE AGREEMENT COMPANY. WE will determine the refund amount, if any. If there is a refund WE will make the lienholder the co-payee of any refund, except, WE will make the lienholder the sole payee, if YOUR VEHICLE has been repossessed or is a total loss, unless YOU provide US with proof that the lienholder has been paid.

YOU may cancel this VSC within 60 days after purchase and YOU will receive a 100% refund less any claims paid on this VSC.

After this VSC has been in effect for 60 days, it may not be cancelled by the insurer or SERVICE AGREEMENT COMPANY unless:

1. There has been a material misrepresentation or fraud at the time of sale of this VSC;
2. YOU have failed to maintain the VEHICLE as prescribed by the manufacturer;
3. The odometer has been tampered with or disabled and YOU have failed to repair the odometer; or
4. For nonpayment of premium by YOU, in which case the SERVICE AGREEMENT COMPANY shall provide YOU notice of cancellation by certified mail.

If this VSC is cancelled by the insurer or SERVICE AGREEMENT COMPANY, the return of premium must not be less than 100% of the paid unearned pro rata premium. If, after 60 days, this VSC is cancelled by YOU, the insurer or SERVICE AGREEMENT COMPANY shall return directly to YOU the unearned pro rata premium, minus an administrative fee of ten percent (10%) of the unearned pro rata premium or \$50, whichever is less. Any pro rata cancellation refund due under this VSC will be calculated using the date WE receive a cancellation request from YOU or YOUR authorized representative. In the event YOU no longer own the VEHICLE and provide documentation to US within 60 days of the ownership change, YOUR VSC will be cancelled effective the date YOU no longer own the VEHICLE. The SERVICE AGREEMENT COMPANY remains responsible for full refunds to the consumer on cancelled CONTRACTS. However, the salesman and agent are responsible for the refund of the unearned pro rata commission. A SERVICE AGREEMENT COMPANY may effectuate refunds through the issuing salesman or agent.

L. INSURANCE

The Agreements of Automobile Protection Corporation - APCO are insured by a policy issued to it solely for the benefit of Automobile Protection Corporation - APCO, P.O. Box 88230, Atlanta, GA 30356-8230. In the event that Automobile Protection Corporation - APCO does not pay any covered claim within 60 days after proof of loss has been filed with US or WE cease to operate or go bankrupt, YOU may apply directly to American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157-6596 for the mechanical protection afforded by this VSC. The phone number is (866) 306-6694.

Any person who knowingly and with intent to injure, defraud or deceive any insurer files a statement of claim or application containing false, incomplete or misleading information is guilty of a felony of the third degree.

PLEASE CALL CUSTOMER SERVICE AT (800) 538-4181 SHOULD YOU HAVE A CHANGE OF MAILING ADDRESS, E-MAIL ADDRESS OR TELEPHONE NUMBER.

PAYMENT FOR REPAIRS OR REPLACEMENTS MAY NOT BE MADE WITHOUT PRIOR AUTHORIZATION FROM THE SERVICE AGREEMENT COMPANY, SEE SECTION C. 1.

CALL (800) 538-4181 FOR CLAIMS SERVICE AND CUSTOMER SERVICE

SERVICE AGREEMENT COMPANY / ADMINISTRATOR: AUTOMOBILE PROTECTION CORPORATION - APCO

P.O. BOX 88230 • ATLANTA, GA 30356-8230 • LICENSE #60080



Motor Home Vehicle Service Agreement Application Page

BUMPERTO BUMPER WARRANTY PURCHASED \$5309

Applicant Information

Applicant Name		E-mail Address	
Applicant Address		City	State
		FORT LAUDERDALE	FL
			Zip

Seller Information

Seller Name		Seller Phone Number	
NORTH TRAIL RV CENTER		239-322-5908	
Seller Address		City	State
5270 ORANGE RIVER BLVD		FORT MYERS	FL
			Zip
			33905

Lienholder Information

Lienholder Name		Lienholder Phone Number	
US BANK N.A			
Lienholder Address		City	State
1850 Osborne Ave ATTN: Insurance Servicing		OSHKOSH	WI
			Zip
			54902

Vehicle Information

Year	Make	Model	Chassis VIN
2019	THOR MOTOR COACH	OUTLAW	1F66F5DY3J
Vehicle Purchase Date	Vehicle Sales Price	Odometer Reading	Coach VIN
09/25/2020	\$119,900.00	3,702	

Service Agreement Information

Effective Date	Agreement Price	Term Months	Term Miles
09/25/2020	\$5,309.00	72	60,000
Coverages		Options	Surcharge
<input checked="" type="checkbox"/> Platinum	<input type="checkbox"/> Gold	<input type="checkbox"/> AV-Digital Technology (Included in Platinum & Wraps)	<input type="checkbox"/> Diesel/Turbo Diesel
<input type="checkbox"/> Diesel Wrap	<input type="checkbox"/> Gas Wrap	<input type="checkbox"/> Aqua-Hot System	
		<input type="checkbox"/> Commercial Use	
		<input type="checkbox"/> Convenience Package (Included in Platinum & Wraps)	
Deductible			The deductible will be reduced by \$50 if you return to the selling dealer for repairs. (Does not apply to \$0 deductible).
<input type="checkbox"/> \$0 <input type="checkbox"/> \$50 <input checked="" type="checkbox"/> \$100 (STANDARD) <input type="checkbox"/> \$200 <input type="checkbox"/> \$500 (Platinum and Gold only)			

Vehicle Service Agreement Acknowledgement

The Applicant hereby applies for this Vehicle Service Agreement ("Agreement") and Applicant understands that:

- *the Agreement is between the Obligor, National Auto Care of the South, and the Agreement Holder. The Obligor has retained an Administrator, National Auto Care of the South, to provide administrative services for and on behalf of the Obligor. *the purchase of this Agreement is not required in order to lease, buy, or obtain financing for the vehicle listed above. *the coverages under this Agreement may overlap with the manufacturer's warranty on a new vehicle and may overlap on some used vehicles. *this Vehicle Service Agreement is not a policy of insurance. *the above vehicle is ineligible for coverage if it is modified or altered from the original manufacturer's specification prior to sale, at time of sale, or at any time during the term of this Agreement.
- *section 13 of this Vehicle Service Agreement contains special state requirements and disclosures which supersede any and all applicable sections of this Agreement.
- *this Agreement contains an arbitration clause which may affect the Applicant's legal rights, unless the Applicant lives in a state that prohibits such provisions. To determine if the Applicant's legal rights are affected, the Applicant should review the arbitration clause in the Alternative Dispute Resolution section, as well as the Special State Requirements and Disclosures section.
- *this Application is subject to review by the Administrator for acceptance and can be rejected for any reason. If rejected, the Administrator will provide a notice of ineligibility within 60 days of the Administrator's receipt of the Application. The Applicant may contact the Administrator at 800-548-1875 to inquire about status of the Application.
- *by signing below, the Applicant confirms that the vehicle listed above is for personal use (unless Commercial Use option is selected), and confirms that Applicant has reviewed the entire Agreement and understands the coverages, time and mileage limitations, maintenance requirements, claim procedures, and options.


09/25/2020
 Seller Representative's Signature & Title Date

ADMINISTRATOR: NATIONAL AUTO CARE OF THE SOUTH, 440 Polaris Parkway, Suite 250, Westerville, OH 43082 800-548-1875 FL License #19255

Vehicle Service Agreement

SECTION 1

DEFINITIONS

Actual Cash Value (ACV): means the retail value of the Vehicle at the time the Agreement was purchased, as listed in a national or regional guide, such as National Automobile Dealers Association (NADA) Recreational Appraisal Guide or an equivalent national or regional guide for the territory where the Vehicle is principally garaged. If the Vehicle has no retail value available or is located in a territory where NADA Recreational Appraisal Guide or an equivalent national or regional guide is not customarily used, ACV will be determined using the best information available to the Administrator, or which the Administrator reasonably believes accurately reflects the retail value of the Vehicle and is customarily used as the basis for establishing ACV of Vehicle in the territory where the Vehicle is principally garaged.

Administrator: National Auto Care of the South, 440 Polaris Parkway, Suite 250, Westerville, Ohio 43082, 800-548-1875. The Administrator provides claim and administrative services.

Agreement: This Vehicle Service Agreement You have purchased from Us.

Agreement Effective Date: The date You purchased this Agreement.

Agreement Holder (You, Your): The person identified as Applicant on the Application Page; or an individual to whom this Agreement was transferred as part of the sale of the Vehicle by the original Agreement Holder.

Agreement Term for Platinum and Gold: The term for time will begin on the Effective Date and continue for the Term Months listed on the Application Page. The term for miles will begin at the Odometer Reading as listed on the Application Page. The expiration of miles is determined by adding the Term Miles to the Odometer Reading listed on the Application Page. The expiration of the Agreement will occur at the conclusion of the cumulative Term Months listed or cumulative Term Miles listed, whichever occurs first.

Agreement Term for Diesel Wrap and Gas Wrap: The term for time will begin on the Effective Date and continue for the Term Months listed on the Application Page. The term for miles will begin at zero (0) and end on the Term Miles listed on the Application Page. The expiration of the agreement will occur at the conclusion of the cumulative Term Months listed or cumulative Term Miles listed, whichever occurs first.

Commercial Use: Means a vehicle which is operated as part of a for-profit business or enterprise; a vehicle which is used for daily, weekly, or monthly rentals; or a vehicle which is leased up to a maximum of twelve (12) months.

Coverage: The extent or level of protection as listed on the Application Page.

Deductible: The amount, as selected on the Application Page, that the Agreement Holder pays toward the cost of a covered repair. If no deductible is selected on the application Page, the deductible amount of one hundred dollars (\$100.00) will be used. If You choose the selling dealer listed on the Application Page to perform repairs to Your Vehicle, the deductible will be reduced by \$50.00 (but this reduction is not applicable to \$0 deductible).

Licensed Repair Facility: A repair facility with a federal employer identification number (FEIN), and also holds any licensing or registration as may be required by state or local laws for the business of motor vehicle repairs.

Mechanical Breakdown: The inability of any covered part(s) or component(s) to perform the function(s) for which it was designed due to defects in material or workmanship. The manufacturer has established tolerances for the express purpose of defining mechanical breakdown and serviceability; when specifications exceed these manufacturer's tolerances, a mechanical breakdown will be considered to have occurred.

Obligor (We, Us, Our): National Auto Care of the South, 440 Polaris Parkway, Suite 250, Westerville, Ohio 43082, 800-548-1875.

Seller: The dealer or entity identified on the Application Page.

Vehicle: The motor home described in the Vehicle Information section on the Application Page.

SECTION 2

GENERAL PROVISIONS

Our obligations and performance to You are guaranteed and insured by a policy issued by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157-6596. If You have not received payment or service on a claim within sixty (60) days of submission of proof of loss to Us, or if We fail to provide a refund, or if We otherwise do not fulfill Our obligations under this Agreement, You may make a claim directly to American Bankers Insurance Company of Florida at its address above or by calling toll free 866-306-6694.

This Agreement, including the terms, conditions, limitations, exceptions, definitions, exclusions, and the Application Page, together with endorsements (if any), constitute the entire Agreement. No one other than the parties hereto, by mutual agreement, may change this Agreement or waive any of its provisions. This Agreement gives the Agreement Holder specific rights. The Agreement Holder may have other rights, which may vary from state to state in the United States.

This Agreement covers Mechanical Breakdown, is for the sole benefit of the Agreement Holder, and applies only with respect to the Vehicle listed on the Application Page of this Agreement.

This Agreement shall be invalidated if there has been an inaccuracy, tampering, or alteration to the odometer mileage of the Vehicle so that the Vehicle's true and actual mileage is not shown on the odometer or cannot be determined. If the odometer becomes inoperable during the term of this Agreement, the Agreement Holder must notify Administrator within fifteen (15) days of the odometer becoming inoperable and must also provide documentation proving that the odometer has been repaired.

This Agreement provides benefits for Mechanical Breakdown of covered parts installed by the Vehicle manufacturer, as those terms are defined in this Agreement. Replacement of covered parts will be made with original equipment manufacturer (OEM) parts, non-original equipment manufacturer parts, remanufactured parts, or used parts. The Administrator makes the determination of which parts, whether OEM manufacturer parts, non-OEM manufacturer parts, remanufactured parts, or used parts, to use for replacement. The maximum amount that We will pay for a replacement part will not exceed the manufacturer's suggested retail price for the part. Labor time will be calculated using a nationally published estimating guide.

The Obligor's total liability under this Agreement (including situations where the Agreement is issued as part of a refinance or subsequent to the original sale) shall not exceed the Actual Cash Value (ACV) of the Vehicle at the time the Agreement was purchased.

MAINTENANCE

Regular maintenance service is a condition of this Agreement. To keep this Agreement in force during its term, You must have the Vehicle serviced as recommended by the manufacturer's scheduled maintenance guide, or, if it is a used vehicle, as specified below in Minimum Services Required. You must keep all maintenance receipts and furnish them to the Licensed Repair Facility upon Administrator's request. Receipts listing date, mileage, services performed, and materials purchased are the only acceptable proof of maintenance. Receipts for self-service are required. At time of claim, be prepared to provide evidence that maintenance services have been performed.

MINIMUM SERVICES REQUIRED

You must follow the manufacturer's maintenance requirements for new and used vehicles. This includes, but is not limited to engine oil changes, transmission services, or any other special services recommended and/or required by the manufacturer. At time of claim, be prepared to provide evidence that maintenance services have been performed.

PROTECT THE VEHICLE FROM FURTHER DAMAGE

If a mechanical failure has occurred, it is Your responsibility to protect the Vehicle from further damage. Continued operation of the Vehicle after any Mechanical Breakdown occurs, will constitute a failure to protect the Vehicle. Failure to protect the Vehicle is not limited to continued operation after Mechanical Breakdown alone, but may constitute other acts of neglect by You.

TRANSFER OF MANUFACTURER'S WARRANTY

You are responsible for the transfer, and any applicable transfer fees, to retain all manufacturer's warranties available on the Vehicle. Failure to transfer the manufacturer's warranty can result in nonpayment of a claim if the manufacturer's warranty would have normally been in effect if the transfer had not been made.

TEAR DOWN AND DIAGNOSIS

In some cases, You may need to authorize the Licensed Repair Facility to tear down and diagnose the Vehicle to the point where damage is visible and a cause of failure can be determined. If the failure does not qualify as a Mechanical Breakdown, You will be responsible for paying the costs associated with diagnosis, tear down, and repair.

SECTION 4

CLAIMS PROCEDURES

THE LICENSED REPAIR FACILITY MUST OBTAIN AN AUTHORIZATION NUMBER FROM THE ADMINISTRATOR PRIOR TO REPAIRING THE VEHICLE.

NO CLAIMS SHALL BE PAID WITHOUT PRIOR AUTHORIZATION FROM ADMINISTRATOR.

The Administrator can be contacted at 877-262-8505 on Monday through Friday, 8 a.m. to 8 p.m. Eastern time, or Saturday 9 a.m. to 4 p.m. Eastern time. To contact the Administrator outside of these hours, please call 877-262-8505 and leave a message. The Administrator will respond to the message within one business day.

1. The Licensed Repair Facility must telephone the Administrator for verification of coverage and to obtain authorization to proceed with the repair. If the Administrator verifies that coverage is in force and determines that the Mechanical Breakdown results in a covered repair, then the Administrator will provide the Licensed Repair Facility with an authorization number.
2. The Administrator reserves the right to determine where repairs shall be made, investigate claims, and inspect Vehicle.
3. After the authorization number is provided to the Licensed Repair Facility and the repair is performed, all repair orders and documentation must be submitted to the Administrator within sixty (60) days of the repair to be eligible for payment.

SECTION 5

COVERAGE PLANS

PLATINUM COVERAGE

If You selected Platinum Coverage, it provides for:

Payment or reimbursement of costs authorized by the Administrator to repair or replace Mechanical Breakdown of covered part(s) or component(s) which are not listed in the Exclusions section of this Agreement, less Your deductible amount, and in accordance with all terms and conditions of this Agreement.

GOLD COVERAGE

If You selected Gold Coverage, the following listed components are covered:

ENGINE: All internally lubricated parts within the engine plus the cylinder block, cylinder heads, pistons, wrist pins, rings, cylinder liner sleeves, connecting rods and bearings, crankshaft and main bearings, camshaft, followers, lifters, cam bearings, push rods, valves, valve seats, retainers, springs, guides, bushings, rocker arms and shafts, timing chain or timing belt, timing gears, timing chain tensioners, eccentric shaft, balance shaft, oil pump, oil pump pick-up screen, drive shaft, water pump, fuel delivery pump, intake manifold, exhaust manifold(s), oil pan, valve cover(s), timing chain housing and cover, harmonic balancer, flywheel/flexplate, oil dipstick and tube, oil filter adapter housing, oil cooler, engine mounts and cushions, engine torque strut, vacuum pump.

If You selected and paid the surcharge for Diesel/Turbo Diesel, the following additional parts are covered: Diesel injection pump, fuel heater, injectors (except when the Mechanical Breakdown results from contamination). If You selected and paid the surcharge for Diesel/Turbo Diesel, the following parts are covered when the diesel engine is equipped by the original manufacturer with a turbocharger: Turbocharger-turbine and housing, wastegate/dump valve, intercooler or charged air cooler.

TRANSMISSION: All internally lubricated parts, torque converter, vacuum modulator, transmission mount and cushion, transmission oil cooler, transmission oil pan, electronic shift control unit and solenoids, dip stick and filler tube. Transmission case is covered if damage is due to the failure of an internally lubricated part.

DRIVE AXLE (Front and Rear): All internally lubricated parts including the differential housing, transaxle housing and final drive housing. Axle shafts, constant velocity joints including boots, universal joints, driveshaft(s), hub bearings, supports, retainers and bearings. Housing (differential, transaxle, final drive) is only covered if damaged by an internally lubricated part.

SUSPENSION (Front and Rear): Includes strut bar and bushings, upper and lower control arms, control arm shafts and bushings, upper and lower ball joints, steering knuckles, wheel bearings, stabilizer shaft and bushings, kingpin and bushings, torsion bars, spindle and spindle supports, coil springs, leaf springs, leaf spring shackles and bushings, suspension leveling-Height sensor, control switch, compressor, air drier.

STEERING: All internally lubricated parts including the steering gear housing, rack and pinion gear, power steering pump, main and intermediate shafts and couplings, tilt/telescoping steering column, power steering pump, reservoir, oil cooler, power control valve and cylinder, pitman arm, idler arm, tie rod and tie rod ends, drag links, center link, bell cranks, hydraulic steering damper. The steering gear box is only covered if damaged by an internally lubricated part.

AIR CONDITIONER: Compressor, clutch, clutch pulley, clutch coil, condenser, evaporator, POA valve, expansion and suction valves, orifice, accumulator, high/low pressure cutoff switch, receiver-drier, idler pulley and bearing, compressor mounts, temperature control programmer, power module, blower motor and fan, blower resistor, printed circuit boards, ducts, registers and outlets.

HEATING & COOLING (Chassis): Water pump including housing, impeller, bearings and bushings, radiator, engine thermostat, fan, fan clutch, fan motor, fan controller module, coolant recovery unit, electric block heater, fan shroud, heater core, heater ducts and registers.

FUEL SYSTEM: Fuel supply pump, fuel tank(s), auxiliary tank switch, fuel tank sending unit(s), fuel pressure regulator, fuel distributor, fuel injectors (except when the cause of Mechanical Breakdown is contamination), fuel injection pump.

BRAKES: Master cylinder, power assist booster and pump, wheel cylinders, combination valve, equalizer valve (proportioning valve), hydraulic control unit, disc calipers and rear actuators, power brake cylinder, backing plates, parking brake linkage and cables, transmission mounted parking brake actuator (except drum and brake shoes). Air brake system compressor, tank, auto bleeder valve, diaphragm, treadle, compensating valve and slack adjusters.

ELECTRICAL (Chassis): Starter motor, starter solenoid, alternator, voltage regulator, distributor, ignition coil(s), wiring harness, horns, manually operated switches, window defrosters, power mirror motors, wiper motors, power window motors, power door lock actuators, power seat motors, power antenna motor, cruise control transducer, engagement switch and servo, dashboard gauges, dashboard clock, manufacturer installed in-dash radio, turn signal switch, headlight switch, dual battery paralleling/isolator switch. Back up alarm, switch and relay.

ELECTRONIC TECHNOLOGY: Fuel injection sensors and control module, ignition module, anti-detonation sensors (knock sensor) and controller, electronic mixture-control unit and sensors. Anti-lock brake-electronic control module, wheel speed sensors, pump motor, pressure modulator valve and accumulator. Digital driver information display, power module and printed circuit boards. Remote control spotlight system, factory installed anti-theft alarm system.

FRAME: Metal frame, brackets and welds.

INTERIOR/EXTERIOR: Hood hinges, hood latch, hood springs. Door handles, door hinges. Storage compartment handles, hinges and latches. Glove box door handle, hinges and latches. Courtesy map light fixture and switch.

SEALS AND GASKETS: Includes seals and gaskets and sealing boots for the named components of Gold Coverage. Slide Out - sealing boots, seals and gaskets or weather seals are covered for an aggregate limit of \$500 over the term of this Agreement. This coverage excludes weather-seals for doors and windows.

FLUIDS / LUBRICANTS: We will reimburse for necessary fluids, lubricants and refrigerant to complete covered repairs.

WEAR AND TEAR: A wear and tear Mechanical Breakdown will be deemed to occur when a covered component fails to perform its function as it was originally designed to work in normal service with required maintenance due to material failure or defects in workmanship and outside the manufacturer's design tolerance.

WATER HEATER: Burner assembly, tank, thermostat, thermocouple, gas valve, heating elements, control panel, electronic ignition assembly, wiring harness, control switches and printed circuit boards.

FRESH WATER: Water pump, compressor, water tank(s), manifold and faucets.

SANITATION: Shower basin, toilet, sink(s), in sink disposal and switch, holding tanks, gate valves.

AIR CONDITIONING (Roof Mounted/Central System) 110 Volt or Central System: Compressor, evaporator, condenser, accumulator, expansion valve, receiver drier, high/low cutoff switches, pressure cycling switch, electronic module, printed circuit boards, blower/fan motor, ducts and registers, thermostat, control panel, switches, ceiling fan(s), bathroom vent motor.

RANGE AND OVEN: Microwave oven, convection oven, power hood, range burner assembly, thermostat, thermocouple, burner valves, igniter/ignition assembly, printed circuit boards.

L.P. GAS/PROPANE: Regulators, gas bottles (except valves and gauges), mounting brackets, leak detector and automatic shut-off valve.

HEATING: Furnace except Special Hydronic Heating Units such as brand names: Aqua-Hot, Hydro-Hot, Oasis or Hurricane. Coverage includes igniter/ignition assembly, burner elements, thermocouple, gas valve, thermostat, control panel, blower/fan motors, printed circuit boards, ducts and registers.

REFRIGERATOR AND FREEZER: Thermostat, thermocouple, 2 or 3 way cooling unit, burner assembly, igniter, control panel, control switches, printed circuit boards.

AUDIO/VIDEO ENTERTAINMENT: Factory installed or factory approved-dealer installed (non-in dash mounted) stereo radio receiver, amplifier and speakers, disc player, television set (excluding High Definition television sets).

AUXILIARY POWERPLANT/GENERATOR: Factory installed or factory approved-dealer installed: All internally lubricated components of the powerplant engine including the engine block and cylinder head. Starter, ignition coil, control switches, hour meter and gauges, voltage regulator, generator, monitor/control panel, printed circuit boards, shore power cord and reel.

DIESEL WRAP COVERAGE

If You selected Diesel Wrap Coverage, it provides for:

Payment or reimbursement of costs authorized by the Administrator to repair or replace Mechanical Breakdown of covered part(s) or component(s) as long as they are not parts and components of the engine, transmission, or drive axle; or listed in the Exclusions section of this Agreement. Payment or reimbursement is subject to Your deductible amount, and in accordance with all terms and conditions of this Agreement.

GAS WRAP COVERAGE

If You selected Gas Wrap Coverage, it provides for:

Payment or reimbursement of costs authorized by the Administrator to repair or replace Mechanical Breakdown of covered part(s) or component(s) as long as they are not parts and components of the engine, transmission, or drive axle; or listed in the Exclusions section of this Agreement. Payment or reimbursement is subject to Your deductible amount, and in accordance with all terms and conditions of this Agreement.

SECTION 6

OPTIONAL COVERAGE

The following is provided if the Option was selected on the Application Page and paid for by the Agreement Holder:

COMMERCIAL USE OPTION: Provides coverage for a Vehicle which is operated as part of a for profit business or enterprise, or a Vehicle which is used for daily, weekly, or monthly rentals; or a Vehicle which is leased up to a maximum of twelve (12) months. Rental or lease use requires that a single principal operator/renter/lessor/lessee is responsible for Vehicle maintenance and regular servicing. We require proof of maintenance for the investigation and validation of a claim. No coverage is available if Vehicle is used for the following services: taxi, livery, shuttle, emergency services, delivery services, off-road use or hauling.

CONVENIENCE PACKAGE OPTION (Included in Platinum, Gas Wrap, Diesel Wrap): This option provides coverage for the following if factory or dealer installed: rear view camera and monitor; "kitchen center" components (consisting of refrigerator, microwave oven, gas or electric burner, gas or electric grill, sink, faucet); ice maker, dishwasher, washer/dryer, trash compactor; monitor panel, thermometer, compass; carbon monoxide/smoke detectors; interior/exterior light fixtures (excluding lenses, bulbs and LEDs), light control switches, GFCI and electrical outlets, power converter and inverter; retractable awning power motor, control switch and power/manual crank worm gear mechanism (does not include rails, arms, track, frame); power step motor, power step control module, control switches and control panel. The following parts related to the leveling jack systems are covered if factory or dealer installed: motor(s), hydraulic/electric pump, actuators, jack assemblies, power cylinders, worm gear, gear sets, switches and wiring harness. The following parts of a slide-out system are covered if factory or dealer installed: motor, hydraulic/electric pump, actuators, power cylinders, worm gear and gear sets, control switches and wiring harness.

AUDIO/VIDEO TECHNOLOGY OPTION (Included in Platinum, Gas Wrap, Diesel Wrap): Provides coverage for the following if factory or dealer installed: high definition television/monitor(s) and back-up monitor; audio/video and high definition disc player; audio/video cabling and hubs; home theater audio amplifier and speakers, satellite dish or antenna including rotator motors, signal amplifier, control panel and switches, converter and in motion-satellite receiver. This coverage excludes internet access devices, phone systems, game systems, personal computers and their monitors, MP3 or similar portable music/video players and their monitors.

AQUA-HOT OPTION: This option provides coverage for the following named components found in heating systems branded as Aqua-Hot, or similar units: diesel burner, heat exchanger, heater elements, pump, holding tank, thermostatic switches, printed circuit board, thermostat and control panel. Requires proof of annual service.

SECTION 7

ADDITIONAL BENEFITS

The following benefits are included in all Coverage Plans:

SUBSTITUTE TRANSPORTATION: In the event of a Mechanical Breakdown of a covered component, the Agreement Holder will be reimbursed for expenses incurred for substitute transportation while the Vehicle is being serviced as follows below. A detailed receipt must be submitted to Administrator.

1. Reimbursement is limited to the reasonable time to repair the Mechanical Breakdown, at no more than fifty dollars (\$50.00) per day until the repairs are completed, not to exceed seven (7) days. Substitute transportation must be supplied by the selling dealer or a duly licensed rental agency.

2. In the event that repairs are scheduled to be completed in 2 days or less, the Agreement Holder may use a licensed ride-share provider (e.g., Uber, Lyft) instead of a rental vehicle. Reimbursement is limited to the reasonable time to repair the Mechanical Breakdown, at no more than fifty dollars (\$50.00) per day until the repairs are completed, not to exceed two (2) days. Administrator will not reimburse for both ride-share and rental vehicle if each is utilized on the same day.

TRIP INTERRUPTION/TRAVEL EXPENSE: When Your Vehicle is disabled due to a covered Mechanical Breakdown more than 100 miles from Your residence, We will reimburse You for up to three (3) days for lodging and restaurant meal expenses up to a maximum of \$125.00 per day subject to the following conditions: (1) The Mechanical Breakdown causes a delay in route to Your destination. (2) The date of the Mechanical Breakdown will be considered the first day of the three (3) day maximum period. The expense must be incurred between the time of the Mechanical Breakdown and the time the repairs are complete, or by the end of the third calendar day subsequent to the Mechanical Breakdown date if the repairs are not completed, whichever occurs first. Receipts are required for reimbursement.

REDUCED DEDUCTIBLE AT THE SELLING DEALER: If You choose the selling dealer listed on the Application Page to perform repairs to Your Vehicle, the deductible will be reduced by \$50.00. This is not applicable to \$0 deductible.

FOOD SPOILAGE: In the event of a Mechanical Breakdown to a covered refrigerator or freezer which results in a loss of perishable food or beverages (does not include alcoholic beverages), We will reimburse You up to seventy-five dollars (\$75.00). A detailed receipt must be submitted to Administrator.

FUEL/L.P. GAS REPLACEMENT: In the event of a Mechanical Breakdown to a covered fuel tank or L.P. gas bottle which results in the draining of fuel or L.P. gas, We will reimburse You up to fifty dollars (\$50.00) per occurrence. A detailed receipt must be submitted to Administrator.

MANUFACTURER WARRANTY DEDUCTIBLE: In the event of a Mechanical Breakdown of a covered component/part which is still under manufacturer's warranty and results in You having to pay a deductible to the manufacturer, We will reimburse You up to \$100.00. Written documentation of the deductible payment must be submitted to Administrator.

GUARANTEED PART REPLACEMENT: If a part covered by the Agreement fails a second time during the term of the Agreement, all the repair charges including the deductible obligation are paid by Us.

SERVICE CALLS: In the event of a Mechanical Breakdown of the Vehicle's chassis, slide-out system, or jack systems, We will pay the Licensed Repair Facility or We will reimburse You for reasonable service call charges up to one hundred twenty-five (\$125.00) dollars per occurrence. This benefit only applies to a Mechanical Breakdown of the Vehicle's chassis, slide-out system or jack systems covered under this Agreement.

EMERGENCY ROADSIDE ASSISTANCE: If Your Vehicle is disabled and this Agreement is in effect, 24-hour roadside service is available by calling toll free to 877-473-3511. The following services are available:

Towing Assistance: A tow to the nearest Licensed Repair Facility, not to exceed \$300 per occurrence.

Battery Boost: If You incur a charging system or battery discharge for any reason, a jump-start will be applied to start the Vehicle, not to exceed \$100 per occurrence.

Flat Tire Assistance: In the event of a flat tire on the Vehicle, service consists of removal of the flat tire and replacing it with the spare tire, not to exceed \$100 per occurrence. If the Vehicle has no inflated spare or, if it has two (2) or more flat tires, the Vehicle will be towed to the nearest service facility.

Fuel, Oil, Fluid and Water Delivery Service: An emergency supply of fuel, oil, fluid and water will be delivered if You have an immediate need. This service pays up to \$100 per occurrence. You must pay for the fuel, oil or other fluids upon delivery.

Lock-Out Assistance: If Your keys are locked inside Your Vehicle, assistance will be provided to gain entry into Your Vehicle. This service pays up to \$100 per occurrence.

Exclusions: The following services/items are not covered under Emergency Roadside Assistance:

1. Cost of parts, replacement keys, fuel, fluids, lubricants and the cost of installation of products, materials, or additional labor relating to towing. Any Service covered under a valid manufacturer's warranty or roadside assistance program.
2. Non-emergency mounting or removing of any tires, snow tires or chains. Tire repair. Towed trailers or any vehicles in tow attached to the covered Vehicle including Camping Trailers and Travel Trailers.
3. Towing from a repair shop or repair work performed at a service station, repair shop or garage. Service on a Vehicle that is not in a safe condition to be towed. Non-emergency towing or for any other non-emergency services. Impound towing, or towing by other than an authorized service provider. Vehicle storage charges or a second tow. Towing or service on roads not regularly maintained such as sand beaches, open fields, forests, and areas designated as not passable due to construction or weather. Towing at the discretion of a law enforcement officer relating to traffic obstruction, impoundment, abandonment, illegal parking or other violations of the law.

Roadside assistance benefits and services provided by Quest Towing Services, Quest Towing, Inc., 106 West Tolles Drive, St. Johns, Michigan 48879.

SECTION 8

AGREEMENT TRANSFER

This Agreement, while in-force, may be transferred by the original Agreement Holder to the subsequent owner of the Vehicle. To request transfer, the Agreement Holder can obtain a Transfer Application from the Seller or from the Administrator. The Agreement Holder must complete and submit the Transfer Application to the Administrator, along with a fee of forty dollars (\$40.00), within thirty (30) days of the Agreement Holder's sale or transfer of the Vehicle to the subsequent owner. Written evidence of all required maintenance services must be provided to the Administrator upon transfer. The subsequent owner must also transfer the manufacturer's warranty, if available. Transfer is limited to an individual purchaser of the Vehicle (not a dealer) and the title may not pass through a dealer.

Approval of transfers is at the discretion of the Administrator and may be declined for any reason. If the Transfer application is accepted, all terms and conditions of the original Agreement will apply to the transferee.

SECTION 9

SUBSEQUENT AGREEMENT

You may make a request to purchase a subsequent agreement for the Vehicle prior to the expiration of this Agreement subject to the following:

1. The subsequent agreement is of equal or lesser coverage and term as this Agreement.
2. Eligibility for, and cost of, the subsequent agreement will be based on the mileage of the Vehicle at time of request, the model year of Vehicle, and the underwriting guidelines of National Auto Care of the South at the time of request.
3. Complete maintenance records must be provided to Administrator for verification that manufacturer's minimum services were completed.
4. You must make your request to purchase the subsequent agreement at least thirty (30) days and one thousand (1,000) miles prior to the expiration of this Agreement. For instructions on how to make a request, please contact the Administrator.

Cancellation by You-You may cancel this Agreement at any time. Please contact the Seller for a cancellation request form. Cancellations are processed as follows:

- (a) if You request cancellation within thirty (30) days of the Agreement Effective Date and no claim has been made, We will void the Agreement and You will receive a full refund of the Agreement Price with no cancellation fee imposed.
- (b) if You request cancellation within thirty (30) days of the Agreement Effective Date, and a claim has been paid or is pending to be paid, We will refund the prorated Agreement Price based on the greater of the days remaining in force or the miles driven under the Agreement Term, less a cancellation fee of fifty dollars (\$50.00).
- (c) if You request cancellation more than thirty (30) days after the Agreement Effective Date, We will refund the prorated Agreement Price based on the greater of the days remaining in force or the miles driven under the Agreement Term, less a cancellation fee of fifty dollars (\$50.00).

In the event the cost of this Agreement was financed, and a refund is owed, then the lender of said financing will be additionally named on the refund check. However, if Your Vehicle is repossessed or is deemed a total loss, the lender will be named the sole payee on the refund check, and the refund check will be delivered to the lender.

In most cases, if a refund is due, the amount is processed and delivered to You by the Seller.

Cancellation by Us-We may cancel this Agreement as described below:

- (a) We may cancel this Agreement at any time if any of the following occur:
 - i. The Vehicle is a total loss or is repossessed.
 - ii. The Vehicle's odometer has been non-functional, or repaired/replaced without fifteen (15) day notification to Administrator.
 - iii. The Vehicle is used or modified in any manner that would exclude coverage under this Agreement.
 - iv. You committed fraud or materially misrepresented any fact in connection with entering this Agreement.

We will refund the prorated Agreement Price based on the greater of the days remaining in force or the miles driven under the Agreement Term, less a cancellation fee of fifty dollars (\$50.00).

In the event the cost of this Agreement was financed, and a refund is owed, then the lender of said financing will be additionally named on the refund check. However, if Your Vehicle is repossessed or is deemed a total loss, the lender will be named the sole payee on the refund check, and the refund check will be delivered to the lender.

- (b) We may cancel this Agreement within one hundred twenty (120) days of the Agreement Effective date if, after You took delivery of the Vehicle, the financing for the Vehicle was declined, the Vehicle was returned to the dealer, and no claim has been paid or is pending to be paid. We will refund the full Agreement Price and no cancellation fee will be imposed.

SECTION 11

EXCLUSIONS

This Agreement does not provide coverage for:

1. Reimbursement for any repair or replacement made without prior authorization from Administrator to Licensed Repair Facility.
2. Any repair for the purpose of correcting engine compression, correcting oil consumption, or the gradual reduction of performance when a Mechanical Breakdown has not occurred. Valve grinding, burnt valves, stuck valves, burnt piston, and/or stuck rings are not covered.
3. Damage caused by pre-ignition detonation, ping, improper/contaminated fuel, excessive fuel conditions, lean fuel conditions, clogged fuel injectors, improper lubricants or improper engine adjustments. Any Mechanical Breakdown caused by failure to maintain proper levels of lubrication, lubricant blockage, coolant blockage, lack of lubrication, or carbon buildup in cylinders.
4. Loss of time, expense, storage charges, loss of use of Vehicle, loss of profits, loss of income, or other consequential damages, including, but not limited to loss or damage or injury to persons or property resulting from Mechanical Breakdown of any of the covered parts.
5. Any repair that has been misdiagnosed by the Licensed Repair Facility, any failure that cannot be verified as accurate or is found to be inaccurate, or any failure related to a previous repair.
6. Accidental loss or damage, physical damage, collision or upset, falling missiles or objects, fire, theft, larceny, hail, explosion, lightning, earthquake, windstorm, water, flood, reverse polarity, power surge, electrical overload, freezing, wind damage, acts of God, malicious mischief, vandalism, riot, civil commotion, negligence, or misuse.
7. Any Mechanical Breakdown caused by rust, residue, electrolysis or corrosion.
8. Nuts, bolts, or fasteners unless internally lubricated.
9. Any pre-existing condition, any component(s) that were not functioning properly at the time the Vehicle was delivered to the Agreement Holder, or failures which occurred prior to the Effective Date of this Agreement. When the selling dealer or independent repair facility using the Administrator's inspection form verifies that the protected assemblies are in proper working condition, We will waive the Pre-Existing condition exclusion in this Agreement.
10. Repairs to seized or damaged parts due to operation without sufficient oil or coolant.
11. Engine block and cylinder heads if damaged by overheating, freezing, or warpage.
12. Any Vehicle that has been issued a restricted title, including but not limited to: salvage/refundable, salvage theft, assembled, dismantled, scrap, fire, flood, physical damage, saltwater, frame change, motor change, body exchange, junk or parts only, or if said vehicle is declared a "lemon."
13. A Mechanical Breakdown of a covered component/part caused by an Agreement Holder's refusal to perform reasonable repairs recommended by the dealer, Licensed Repair Facility, or Administrator.
14. Damage to a non-covered part by a covered part. Damage to a covered part by non-covered part.
15. Commercial Use Vehicles (Unless Commercial Use Option has been selected).
16. Snow Removal Equipment, and/or Vehicles using Snow Removal Equipment.
17. Any equipment not installed by the manufacturer.
18. Any Vehicle modified or altered from original manufacturer specification not approved by the manufacturer. Any alterations made to Your Vehicle or You are using Your Vehicle in a manner not recommended by the manufacturer including but not limited to: failure of any custom or add-on part, all frame or suspension modifications, lift kits, any tire that is not recommended by the original manufacturer, emissions and/or exhaust systems modifications, engine modifications, transmission modifications, and/or drive axle modifications.

(Exclusions continue on next page)

19. Diagnostic or tear down time when a Mechanical Breakdown is not covered by the Agreement. Any cost incurred for disassembly or diagnosis is at Your expense if the inspection determines that the Mechanical Breakdown was not caused by the failure of a part covered by this Agreement.
20. Mechanical Breakdown or failure costs that should be covered by a manufacturer's warranty, recall, factory bulletin, or any other mechanical breakdown coverage. Mechanical Breakdown or failure costs that are covered by the warranty of parts or workmanship on a previously repaired or replaced component.
21. Any Mechanical Breakdown or failure occurring outside of the United States or Canada. Repairs made outside the United States or Canada.
22. Shop supplies or fees for items such as, but not limited to, shop towels, cleaners, silicone spray, brake cleaner, or disposal fees for oil or filters. Freight charges, storage charges, miscellaneous charges, document charges, insurance administration charges, hazardous waste charges and any repair to retrofit or replace components due to compliance with any law or legislation.
23. A vehicle used for the business purpose of livery, farming or ranching, pushing, pulling, or hauling material of any kind, route work, job site activities, service or repair work.
24. Repairs beyond those required to correct a Mechanical Breakdown.
25. Damage caused by continued operation of an impaired Vehicle.
26. Damage caused by towing the Vehicle in a manner not consistent with manufacturer's recommendations.
27. Overloading the Vehicle beyond the manufacturer's recommended capacity.
28. Towing a trailer or another Vehicle unless Your Vehicle was equipped by the manufacturer for that purpose.
29. Repairs when Your Vehicle's odometer reading does not reflect the true mileage the Vehicle has been driven for whatever reason, which occurred prior to the Effective Date of this Agreement.
30. Repairs required because of technician negligence, sludge or carbon deposits, or the failure to perform the manufacturer's recommended maintenance including appliance and HVAC (heater, ventilation, air conditioner) systems.
31. Service adjustments and cleaning, reprogramming unrelated to the repair of a covered Mechanical Breakdown. Repositioning, refitting, adjustment or alignment not related to a covered Mechanical Breakdown.
32. All maintenance services. HVAC (heater, ventilation, air conditioner) recharge, refrigerant, coolant, lubricants, and fluids not related to the repair of a covered Mechanical Breakdown. Batteries, belts, hoses, filters and normal fluid/oil/lubricant seepage. Tune up, ignition wires, spark plugs, distributor cap, rotor, glow plugs, oxygen sensor(s), PCV systems, EGR valve, wiper blades. Fasteners unless required to complete repairs to a covered Mechanical Breakdown. Bent, warped or sagging frame or frame members and frame supports. Tires, wheels, wheel covers, hub caps, wheel balancing, suspension struts, shock absorbers, disc brake pads, brake shoes, brake drums, rotors. Manual clutch system, pressure plate, pilot and throwout bearing, hydraulic slave cylinder(s). Sealed beams, light bulbs, lenses. Exhaust system including catalytic converter(s) except exhaust manifolds.
33. Paint, finish, tile, wood flooring, sub flooring/underlayment, carpeting and resilient floor coverings, trim or ornamentation, moldings, windshield and all glass, body structure, door and window framing, bright metal, bumpers and metal supports, sheet metal, body panels, interior/exterior wall and roof panels.
34. Repairs or adjustments to correct squeaks, air, wind and water leaks. Water intrusion or water damage.
35. Weather-strips, caulking, grouting, body and glass sealants or adhesives, delamination, discolored finishes and surfaces.
36. Cabinets, drawers and furniture. Canvas, vinyl, foam or fabric material coverings or any upholstery and padding, awning fabric, window decorations, shades and blinds, mirrors, plastic/glass window panels, fiberglass panels, and convertible top roof panels. Buttons, knobs, handles, floor mats, dash pad and console, air bag(s), seat belts, side and rear-view mirror reflectors.
37. Audio/video headphones, radar detectors, cellular phones and phone systems, CB radio, Internet and satellite communication system access devices, game systems, personal computers and their monitors, I-Pod/MP3 or similar portable music/video players. Audio video-cabling and hubs, high definition television/monitor(s) and back up monitor, high definition DVD player, home theater audio system, satellite dish or antenna including rotator motors, signal amplifier, control panel and switches, converter and in motion-satellite receiver (unless the AV-Digital Technology Option has been selected).
38. Aqua-Hot, Hydro-Hot, Oasis or Hurricane systems (unless the Aqua-Hot System Option has been selected).

SECTION 12

ALTERNATIVE DISPUTE RESOLUTION

THE AGREEMENT HOLDER AND OBLIGOR HEREBY AGREE THAT ALL DISPUTES, CLAIMS, OR CONTROVERSIES OF ANY KIND OR NATURE BETWEEN THE PARTIES, ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, ITS PERFORMANCE, INTERPRETATION, OR BREACH SHALL BE RESOLVED EXCLUSIVELY BY USE OF THE ALTERNATIVE DISPUTE RESOLUTION MECHANISMS SET FORTH BELOW:

1. Good faith efforts

The parties shall initially engage in good faith efforts, via oral or written communications, to negotiate any dispute, claim, or controversy of any kind or nature between the parties, arising out of or in any way related to this Agreement, its performance, interpretation, or breach. If the communications are oral, they should be thereafter confirmed in writing and delivered to the other party. If a party is represented by an attorney, then the attorney fees and costs related to said representation shall be borne by said party. The attorney fees and costs will not be part of, considered, or included in the negotiation, resolution, or settlement of a dispute, claim or controversy under good faith efforts.

2. Mediation

If good faith efforts are not successful, the parties shall engage in mediation under the American Arbitration Association's Commercial Mediation Rules, or such other rules governing mediation as the parties may agree to use. All expenses of the mediation, including required traveling and other expenses or charges of the mediator, shall be borne equally by the parties. If a party is represented by an attorney, then the attorney fees and costs related to said representation shall be borne by said party. The attorney fees and costs will not be part of, considered, or included in the settlement resulting from mediation.

3. Arbitration

If both good faith efforts and mediation are not successful, then the parties shall pursue arbitration, administered by the American Arbitration Association under its Commercial Arbitration Rules, or such other rules governing arbitration as the parties may agree to use. The award rendered by the arbitrator(s) shall be final and binding upon the parties. Judgment on the award may be entered in any court having jurisdiction thereof. To the extent that a court determines that the U.S. Arbitration Act is not applicable to this Agreement, the parties agree to arbitrate pursuant to the provisions of the applicable state law regarding liability, if arbitration of liability is enforceable under the appropriate state law. If not, the parties nevertheless agree to arbitrate, pursuant to the provisions of the applicable state law, the measure of the amount of damages to which either party may be entitled under the provisions of the appropriate state law.

THE PARTIES UNDERSTAND AND AGREE (i) THAT EACH OF THEM IS WAIVING RIGHTS TO PURSUE REMEDIES IN COURT INCLUDING THE RIGHT TO A JURY TRIAL; (ii) THAT PRE-ARBITRATION DISCOVERY IS DIFFERENT FROM COURT PROCEEDINGS; (iii) THAT THE ARBITRATOR'S AWARD IS NOT REQUIRED TO INCLUDE FACTUAL FINDINGS OR LEGAL REASONING; AND (iv) EITHER PARTY'S RIGHT TO APPEAL OR SEEK MODIFICATION OF RULINGS BY THE ARBITRATORS IS STRICTLY LIMITED.

SECTION 13**SPECIAL STATE REQUIREMENTS AND DISCLOSURES**

The following state requirements and disclosures apply to this Agreement and supersede any sections to the contrary.

FLORIDA

- The rate charged for this Agreement is not subject to regulation by the Florida Office of Insurance Regulation.
- Section 12 Alternative Dispute Resolution is modified as follows: Arbitration is non-binding in the state of Florida. Arbitration proceedings shall be conducted in the county in which the consumer resides.
- Section 10 Agreement Cancellation is replaced in its entirety with the following:

Cancellation by You-You may cancel this Agreement at any time. Please contact the Seller for a cancellation request form. Cancellations are processed as follows:

- (a) If You request cancellation **within sixty (60) days** of the Agreement Effective Date, You will receive a full refund of the Agreement Price, less any claims paid under this Agreement, and we may charge an administrative fee of fifty dollars (\$50.00) or five percent (5%) of the Agreement Price, whichever is the lesser.
- (b) If You request cancellation **after sixty (60) days** of the Agreement Effective Date, You will receive a refund of at least ninety percent (90%) of the unearned pro rata Agreement Price, less any claims paid under this Agreement.
- (c) In the event the cost of this Agreement is financed, then the lender of said financing shall be additionally named on any refund.
- (d) We will coordinate with the Dealer for delivery of refund amounts, if any, that are payable to You.

Cancellation by Us-We may cancel this Agreement as described below:

- (a) We may cancel this Agreement for any reason within sixty (60) days of the Agreement Effective Date and no cancellation fee will apply.
- (b) After this Agreement has been in effect for sixty (60) days, We may not cancel this Agreement except for one or more of the following reasons:
 - i. There has been a material misrepresentation or fraud at the time of sale of the Agreement;
 - ii. You have failed to maintain the Vehicle as prescribed by the manufacturer;
 - iii. The odometer has been tampered with or disabled and You failed to repair the odometer; or
 - iv. For nonpayment of the Agreement Price by You, in which case We shall provide a notice of cancellation to You by certified mail.
- (c) If We cancel this Agreement, We will refund to You one hundred percent (100%) of the paid unearned pro rata Agreement Price, less any claims paid under this Agreement.
- (d) We will coordinate with the Seller for delivery of refund amounts, if any, that are payable to You.

SECTION 14**NATIONAL AUTO CARE OF THE SOUTH PRIVACY POLICY NOTICE**

Protecting your privacy is important to National Auto Care of the South. We provide this notice to explain how we collect, disclose, and safeguard your nonpublic personal information. This is information about you that we obtain in connection with providing a product or service to you. In addition, you may have other privacy protection under state law. We will comply with applicable state law regarding protection of your nonpublic personal information. We reserve the right to modify or supplement this policy at any time.

What Information We Collect

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you, or provided to us on your behalf on applications and other forms, such as your name, address, telephone number, lender's name, finance agreement term, and vehicle information. • Information about your transaction with us, our affiliates, or others.

What Information We Disclose

- We may disclose nonpublic personal information about you to our affiliates or third parties to assist us in fulfilling a transaction you requested; service the product you purchased from us; investigate or process claims; detect or prevent fraud; or determine eligibility. • We may disclose nonpublic personal information to comply with lawful requests from regulatory and law enforcement agencies, or as otherwise permitted or required by law. • We do not disclose nonpublic personal information about current customers or any former customers to anyone, except as permitted by law. • We may share nonpublic personal information with our affiliates or other affiliated service providers to provide service to you. • We may share nonpublic personal information with companies that perform marketing services for us, or other institutions that have joint marketing agreements with us, such as the dealer where you purchased the vehicle and applied for a National Auto Care of the South product.

Our Security Procedures

We also take steps to safeguard your nonpublic personal information.

- We restrict access to the information to authorized individuals who need to know that information to provide services and products to you, or to administer your account. • We use physical, electronic, and procedural security measures designed to protect your information. • We also train our employees about the meaning and requirements of National Auto Care of the South's policy for information security and confidentiality.

This policy is meant to explain how National Auto Care of the South collects, discloses, and safeguards your non-public personal information. This policy is not part of the Vehicle Service Agreement. For questions, please call the Administrator at 800-548-1875.

Mail body: Fwd: AC-Needs help on how it should be properly wired and some specs to operate - CASE [REDACTED]

Sent from my iPhone

Begin forwarded message:

From [REDACTED]
Date: June 18, 2021 at 4:13:56 PM EDT
To: print@printme.com
Subject: Fwd: AC-Needs help on how it should be properly wired and some specs to operate - CASE [REDACTED]

Sent from my iPhone

Begin forwarded message:

From: Danby Appliances <consumerservice@danby.com>
Date: December 2, 2020 at 11:45:46 AM EST
Subject: AC-Needs help on how it should be properly wired and some specs to operate - CASE [REDACTED]
Reply-To: Danby Appliances
<cases.[REDACTED]>

AC IN THE GARAGE AREA (TOY HAULER)
THOR OUTLAW TOYHAULER 37RB

Update for Case CAS [REDACTED]
To reply to this case, simply click on the link to this message.
DO NOT change the TO address or forward this message, this will cause case duplications.

Hi,

Thank you for contacting Danby. I review the unit that you have and I found that it is intended for home use and must be connected to a dedicated outlet. Attached here is the user manual for this unit.

Thank you and stay safe

Jake,
Consumer support

AC - GARAGE AREA OF 37RB TOYHAULER
DANBY AC MFG CO.

STATEMENT - AC SHOULD HAVE A DEDICATED LINE



Open Road RV Repair, LLC
Corporate
101 E Bacon Street
Hillsdale, MI 49242

Phone: (800) 708-1976
info@camper-repair.com
www.camper-repair.com

Bill to

Dave FL [REDACTED]

Ship to

Dave FL [REDACTED]

Invoice [REDACTED]

Work Order # [REDACTED]

Terms: Due on receipt

Transaction Date: 1/6/2021

Item	Description	Quantity	Price	Amount
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Open Road RV Repair, LLC
 Corporate
 101 E Bacon Street
 Hillsdale, MI 49242

Phone: (800) 708-1976
 info@camper-repair.com
 www.camper-repair.com

Hourly Rate - taxable	.5 Diag. 1.5 Labor Complaint- smells in compartment of electrical burning. The inverter reading E03 error code. Cause- the error code is output error and according to manufacturer you have to replace inverter. Customer saw smoke. Correction- replace inverter.	2	\$120.00	\$240.00
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Warranty Info:
 National RV Care
 800-548-1875
 naccp@nationalautocare.com
 Contract # [REDACTED]
 Auth. # [REDACTED]
 2019 Thor Outlaw
 Miles 6,651
 1F66F5DY3J [REDACTED]
 D.O.P 9/25/20 [REDACTED]
 *30 Day warranty on labor. MFG warranty on parts.

Warranty Pays:
 Parts \$850.49
 Tax -0-
 Labor \$180.00
 Service Call \$80.00
 Deductible -\$100.00
 Total Payout \$1010.49

Customer Owes:
 Parts \$261.95
 Tax \$106.21
 Labor \$60.00
 Shipping \$84.87
 Deductible \$100.00
 Credit from previous payment -\$140.00
 Balance due from customer \$473.03

Parts	Inverter. 71-5686	1	\$1,019.95	\$1,019.95
Parts	Remote 71-5690	1	\$92.49	\$92.49
Shipping	Shipping	1	\$84.87	\$84.87
Service Fee - non-taxable	Serv call	1	\$80.00	\$80.00
Refund / adjustment	Credit from previous payment	1	-\$140.00	-\$140.00



Open Road RV Repair, LLC
Corporate
101 E Bacon Street
Hillsdale, MI 49242

Phone: (800) 708-1976
info@camper-repair.com
www.camper-repair.com

Subtotal:	\$1,377.31
Tax:	\$106.21
Total:	\$1,483.52

Acceptance

I accept the services performed by Open Road RV Repair are to my satisfaction.

[Redacted signature area]

Authorization

I hereby authorize Open Road RV Repair to complete the proposed service, repair, or replacement and agree to pay the invoiced amount upon completion. I additionally certify that I am fully authorized to authorize this work and commit to payment.

[Redacted signature area]

Fwd: You paid an invoice! [REDACTED]

Sun 1/24/2021 2:27 PM

To: ODS03284CPC <ODS03284CPC@officedepot.com>

[CAUTION: EXTERNAL SENDER]

Sent from my iPhone

Begin forwarded message:

From: Nomad Mobile RV <invoicing@messaging.squareup.com>

Date: November 2, 2020 at 12:32:39 PM EST

Subject: You paid an invoice! ([REDACTED])

Reply-To: Nomad Mobile RV <nomadrvservices@gmail.com>

Image

Invoice Paid

\$690.00

Paid on November 2, 2020

Invoice # [REDACTED]

November 2, 2020

Customer
[REDACTED]
[REDACTED]

Message

We appreciate your business.

Invoice summary

Truck Fee	\$120.00
parts and fittings <i>Faucet, fittings</i>	\$210.00
Diag	\$45.00
Three Singles .5	\$315.00
Subtotal	\$690.00
Total Paid	\$690.00

Mastercard [REDACTED]

11/02/20,
12:32 PM

Send estimates or invoices for your business?

Process \$1,000 in sales free when you sign up for Square.

Nomad Mobile RV

540-273-1321

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Square Privacy Policy | Security

BORROWER(S):

Name(s) [REDACTED]
 Address [REDACTED]
 FORT LAUDERDALE, FL [REDACTED]

LENDER:

Name: U.S. Bank N.A.
 Address: 1850 Osborn Avenue, Oshkosh, WI 54902
 DATE: 9/25/2020
 ACCT# [REDACTED]

PROMISE TO PAY AND PAYMENT TERMS. This Promissory Note and Security Agreement (Note) governs your loan with U.S. Bank N.A. ("LENDER"). By signing below, you agree to all terms and conditions of this Note and acknowledge receipt of these documents. BORROWER(S) means everyone who signs below as a BORROWER, jointly and severally. "You" and "your" refer to BORROWER(S) while "we," "us," and "our" refer to LENDER. YOU AGREE THAT THIS NOTE IS GOVERNED BY THE LAWS OF THE STATE OF OHIO AND APPLICABLE FEDERAL LAW. You promise to pay us the principal amount of \$ 121907.00, plus finance charges accruing on the unpaid balance at the rate of 7.49 % per year until paid in full. Finance charges accrue on a 365-day basis (366 days in a leap year). You agree to pay this Note according to the payment schedule and late charge provisions shown in the TRUTH IN LENDING DISCLOSURES (below). You also agree to pay any additional amounts according to the terms and conditions of this Note.

TRUTH IN LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE. The cost of your credit as a yearly rate. 7.49 %	FINANCE CHARGE. The dollar amount the credit will cost you. \$ 113612.20	Amount Financed. The amount of credit provided to you or on your behalf. \$ 121907.00	Total of Payments. The amount you will have paid after you have made all payments as scheduled. \$ 235519.20
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Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due
240	\$ 981.33	Monthly beginning 10/25/2020
N/A	\$ N/A	Monthly beginning N/A

Security. You are giving a security interest in the Collateral being purchased with the loan proceeds.
Prepayment. You may pay off this Note early. If you pay off this Note within 36 months of the date of this Note, you will have to pay a prepayment penalty equal to the greater of 1% of the principal balance at the time of prepayment or \$75, but no more than \$200.
Late Charge. If all or any portion of any payment is not received within 10 days after its due date, a late charge will be assessed in the amount of \$25.
Note Document. See the terms and conditions of this Note for any additional information about nonpayment, default, any required repayment in full before the scheduled due date, and prepayment refunds and penalties.

ITEMIZATION OF AMOUNT FINANCED

1. Amount paid to <u>NORTH TRAIL RV CENTER</u> for Purchase of Collateral	\$ <u>119900.00</u>
(A) Cash Price	\$ <u>119900.00</u>
(B) Total Down Payment	
i. Gross Trade-in \$ <u>N/A</u>	
ii. Amount owed on Trade-in \$ <u>N/A</u>	
iii. Net Trade-in (i minus ii) \$ <u>N/A</u>	
iv. Cash \$ <u>13000.00</u>	
v. Other Credits/Down Payments (describe below) \$ <u>N/A</u>	
vi. Total Down Payment (sum of iii through v) \$ <u>13000.00</u>	
(If Total Down Payment is negative, enter "0" and see line 2.B below)	
(C) Unpaid Balance of Cash Price (A minus B.vi)	\$ <u>106900.00</u>
2. Amounts paid to others on your behalf	
(A) Amount paid to Public Officials	\$ <u>390.10</u>
(B) Amount paid to <u>N/A</u> for Amount owed on Trade-In	\$ <u>N/A</u>
(C) Amount paid to <u>State of FL</u> for Sales Tax	\$ <u>7692.90</u>
(D) Amount paid to <u>State of FL</u> for Doc Stamps	\$ <u>427.00</u>
(E) Amount paid to <u>NORTH TRAIL RV CENTER</u> for <u>Dealer Doc Fee</u>	\$ <u>589.00</u>
(F) Amount paid to <u>NATIONAL RV CARE</u> for Service Contract	\$ <u>5309.00</u>
(G) Amount paid to <u>Easy Care</u> for	\$ <u>599.00</u>
(H) Amount paid to <u>N/A</u> for <u>N/A</u>	\$ <u>N/A</u>
(I) Amount paid to <u>N/A</u> for <u>N/A</u>	\$ <u>N/A</u>
(J) Amount paid to <u>N/A</u> for <u>N/A</u>	\$ <u>N/A</u>
(K) Amount paid to <u>N/A</u> for <u>N/A</u>	\$ <u>N/A</u>
(L) Amount paid to <u>N/A</u> for <u>N/A</u>	\$ <u>N/A</u>
(M) Amount paid to <u>N/A</u> for <u>N/A</u>	\$ <u>N/A</u>
(N) Amount paid to <u>N/A</u> for <u>N/A</u>	\$ <u>N/A</u>
(O) Amount paid to <u>N/A</u> for <u>N/A</u>	\$ <u>N/A</u>
(P) Amount paid to <u>N/A</u> for <u>N/A</u>	\$ <u>N/A</u>
3. Amount Financed (sum of Items 1 and 2)	\$ <u>121907.00</u>

DEALER DOC FEE \$589.00??
DEALER PREP. \$589.00??
AMBIGUOUS CHARGES

TIRE GUARD \$599.00??
EASY CARE \$599.00??

NOTICE: SEE ALL FIVE PAGES FOR IMPORTANT INFORMATION AND ADDITIONAL TERMS AND CONDITIONS WHICH ARE PART OF THIS NOTE.

PROMISSORY NOTE AND SECURITY AGREEMENT (continued)

CREDIT INSURANCE. You are not required to buy any of the optional credit insurance listed below to enter into the loan and your failure to do so will not be a factor in the approval of this extension of credit. These products will not be provided unless you sign below and are accepted by the provider. If you sign below, you have received a notice of the terms of the product, you want to obtain the product, and you agree to pay the premium or charge shown.

Credit Insurance

Table with columns: Type, Term, Cost, and checkboxes for insurance options. Includes fields for Borrower Signature, Date of Birth, Co-Borrower Signature, and Date of Birth.

NOTICE FOR FLORIDA ONLY. Florida documentary stamp tax required by law in the amount of \$ 427.00 has been paid or will be paid directly to the Department of Revenue. Certificate of registration No. 310841368-004.

FOR WISCONSIN RESIDENTS ONLY:

MARITAL PURPOSE: If you are married the obligation evidenced by this Note is being incurred in the interest of your marriage or family.

MARITAL INFORMATION: You are [] married [] unmarried or [] legally separated. If you are married and your spouse is not signing this Note the name of your spouse is _____ Your spouse resides at: [] your address shown above; [] _____

NON-BORROWER SPOUSE: The undersigned is married to the BORROWER signing this Note, actually knows of the credit extended under this Note, and waives any notice of this extension of credit. X _____ X _____

SECURITY AGREEMENT. To secure payment of this Note and performance of your obligations under this Note, you grant us a security interest in the Collateral described below plus any accessories, equipment and replacement parts installed in the Collateral, any accessions to the Collateral and the proceeds of the Collateral.

Collateral.

Table with 4 columns: Year, Make, Model, Serial/Identification Number. Lists vehicle details for 2019 THOR OUTLAW and several N/A entries.

COLLATERAL LOCATION (Address where collateral is garaged, moored, or primarily used and is registered, if different than Borrower's Address): N/A

Trailer's Gross Weight: N/A Trailer's Shipping Weight: N/A

You will not use or permit the Collateral to be used: (1) as a permanent residence; (2) for any commercial or non-recreational use, including but not limited to transporting passengers or goods for hire or for rental or charter purposes; (3) for any improper or illegal purpose, or to commit any illegal act; (4) in a way that causes the cancellation or suspension of any applicable insurance or manufacturer's warranty; (5) (a) outside of its home slip and dock for more than 120 consecutive days if the Collateral is a state-titled marine vessel (including marine vessel engines), or (b) outside of its hailing port for more than 120 consecutive days if the Collateral is a United States Coast Guard documented marine vessel (including marine vessel engines), without our prior written approval; (6) (a) outside of the United States for any period of time if the Collateral is a boat trailer or recreational vehicle, or (b) outside of the territorial waters of the continental United States for any period of time, except that the Collateral may be used in the territorial waters of the Bahamas or any country that is contiguous to the continental United States for a period not to exceed fifteen (15) consecutive days and only with proper insurance, if the Collateral is a marine vessel or marine vessel engine(s) with our prior written approval; (7) for any use not recommended by the manufacturer; or (8) if a license is required to operate the collateral, by an unlicensed operator. You will not allow any lien or encumbrance to attach to the Collateral. You will deliver the Collateral to any location that we require for our inspection at any time during the term of this Note.

FINANCE CHARGE. This is a simple interest note. The Finance Charge is figured on a 365-day simple interest basis by applying the ratio of the Annual Percentage Rate over 365 (366 in a leap year) multiplied by the outstanding principal balance and multiplied by the actual number of days the principal balance is outstanding. Your actual Finance Charge will depend on your payment patterns. The actual Finance Charge may be more than the Finance Charge disclosed on page one of this Note if you make your payments later than the scheduled dates or in less than the scheduled amount. Payments will be applied first to the earned Finance Charge and then to the unpaid Amount Financed. You may prepay this Note at any time. If you prepay this Note within 36 months of the date of this Note, you will pay us a prepayment penalty in the amount of \$75 or 1% of the outstanding principal balance, whichever is greater. In no event will the prepayment penalty be more than \$200.

INSURANCE. You agree to obtain, pay for and maintain insurance for the term of this Note against loss of or damage to the Collateral with a policy acceptable to us. This policy may be obtained through an existing policy of insurance owned or controlled by you or from an insurer and agent of your choice that is authorized to sell such insurance and is reasonably acceptable to us. The insurance you maintain will include comprehensive fire, theft, hull damage, marine disaster, and collision coverage (as applicable), insuring the Collateral in an amount sufficient to cover the Collateral's actual cash value with a maximum deductible of \$1,000 or 2% of the Amount Financed, whichever is greater. You must name us as loss payee. You must provide us with a copy of your insurance policy acceptable to us within 30 days after the date of this Note and thereafter upon request. You agree to assign the proceeds of any insurance to us to the extent of the debt you owe

and agree that the insurance company may pay us directly. You agree that we have an irrevocable power of attorney to file proofs of loss and anything else necessary to obtain the insurance proceeds in your name. If the Collateral is stolen, lost, damaged or destroyed, we can use any insurance settlement either to repair the Collateral or to apply to your debt. Whether or not the Collateral is insured, you will pay us all you owe under this Note even if the Collateral is stolen, lost, damaged, or destroyed. **Liability insurance coverage for bodily injury and property damage caused to others is not included as part of this Note.**

NOTICE

You are required to maintain insurance on the Collateral to protect our interest. If you fail to maintain the required insurance, or fail to provide us with evidence of insurance, you understand and agree to the following: (1) We may, but are not required to, place insurance on the Collateral to protect our interest, which will not cover your interest in the Collateral; (2) The insurance we provide may be written by a company other than one you would choose and may be written at a rate that is higher than the rate you could obtain if you purchased the insurance; and (3) you will pay for the costs of any Collateral insurance we provide.

DEFAULT (Wisconsin only). If the Amount Financed by this Note is \$25,000 or less, you agree that you will be in default on this Note and any agreement securing this Note if any one or more of the following occurs: (1) if the interval between scheduled payments is two (2) months or less, and you do not pay all or part of one scheduled payment for more than ten (10) days after its scheduled or deferred due date, or if you fail to pay the first or last payment within forty (40) days of its scheduled or deferred due date; (2) when the interval between scheduled payments is more than two (2) months, and you do not pay all or part of one scheduled payment for more than sixty (60) days after its scheduled or deferred due date; or (3) when this Note is scheduled to be repaid in a single payment, and you do not pay all or part of the payment for more than forty (40) days after its scheduled or deferred due date. You also agree that you will be in default of this Note if you fail to observe or perform any other covenant of this Note or any agreement securing this Note, and this failure materially impairs the conditions, value, or protection of your right in any Collateral, or materially impairs your ability to pay amounts when due. If a CO-BORROWER is in default on this Note or any security agreement securing this Loan, we may exercise our remedies against any or all BORROWERS.

If the Amount Financed by this Note exceeds \$25,000, you will be in default if any of the following things happen: (1) you fail to make any payment in full or fail to pay any other charge; (2) you break any promise or condition made in this Note or in any other agreement you have with us; (3) you fail to keep required insurance in force; (4) you give us false or misleading information on your application or any other document; (5) you die, are declared incompetent, become insolvent, file a bankruptcy petition, have a bankruptcy petition filed against you or dissolve or cease active business affairs; (6) the Collateral is seized, confiscated or levied upon by governmental or legal process; (7) the Collateral is destroyed, stolen or damaged beyond repair; (8) your license to operate the Collateral is revoked; (9) if the Collateral is not maintained in a condition acceptable to us; (10) if you fail to pay any taxes which may be levied upon the Collateral; or (11) anything else happens that we reasonably believe in good faith endangers the Collateral or your ability to pay. If a CO-BORROWER is in default on this Note or any security agreement securing this Loan, we may exercise our remedies against any or all BORROWERS.

REMEDIES FOR DEFAULT (Wisconsin only). In the event you default under this Note, after giving notice to you of your right to cure the default, if applicable, and waiting the appropriate number of days in accordance with Wis. Stat. Section 425.105, we have the right to: (1) declare the remaining unpaid balance of the Note to be due and payable; (2) after giving any required notice, take possession of the Collateral without further notice or court proceeding, in accordance with Wis. Stat. § 425.205(1g); (3) use the right of set-off explained below; (4) repossess the Collateral as provided by law; (5) reduce the claim to a judgment; (6) make a claim for any and all insurance or service contract benefits or refunds that may be available on your default or on the termination of the Note and apply any amount received to the amount you owe; and (7) use any remedy we have at law or in equity. By choosing any one or more of these remedies we do not give up the right to use another remedy later. By deciding not to use any remedy in the event of your default, we do not give up the right to consider the event a default if it happens again.

If you make any payment after we have demanded payment of the entire balance due, your payment will be applied to the unpaid balance. Your debt will be the unpaid balance of the amount financed, plus accrued finance charges, unpaid late charges, collection costs, and all other amounts due to us under this Note. If the net proceeds of the Collateral sold do not pay your indebtedness in full, you will pay us the difference, plus interest at the Annual Percentage Rate until paid in full. In the event of your default, you agree to pay our statutory costs and attorneys' fees as specifically authorized by Wis. Stat. Section 422.413 which are incurred in the disposition of the Collateral, and any other such charge incurred as specifically authorized by Wis. Stat. Chapters 421 through 427. This provision shall also apply if you file a petition or any other claim for relief under any bankruptcy rule or law of the United States, or if such petition or other claim for relief is filed against you by another.

DEFAULT (All states except Wisconsin). To the extent permitted by state law, you will be in default under this Note if any of the following things happen: (1) You fail to make any payment in full or fail to pay any other charge; (2) You break any promise or condition made in this Note or in any other agreement you have with us; (3) You fail to keep required insurance in force; (4) You give us false or misleading information on your application or any other document; (5) You die, are declared incompetent, become insolvent, file a bankruptcy petition, have a bankruptcy petition filed against you or dissolve or cease active business affairs, as applicable; (6) the Collateral is seized, confiscated or levied upon by governmental or legal process; (7) the Collateral is destroyed, stolen or damaged beyond repair; (8) if a license is required to operate the Collateral, your license is revoked; (9) if the Collateral is not maintained in a condition acceptable to us; (10) if you fail to pay any taxes which may be levied upon the Collateral, or (11) anything else happens that we reasonably believe in good faith endangers the Collateral or your ability to pay.

REMEDIES FOR DEFAULT (All states except Wisconsin). If you are in default under this Note, we may take any one or more of the following actions, to the extent not prohibited by state law: (1) Terminate this Note and declare the entire unpaid debt immediately due and payable, if allowed by law; (2) Take possession of the Collateral without prior demand, unless otherwise required by law. We may take any personal property that is in or on the Collateral when we take it. We will hold the personal property for you for 10 days, but we will neither be responsible for safekeeping such property nor be required to notify you about it. If you do not pick up the property within that time, we may dispose of it in any way we determine; (3) Take any reasonable action to correct the default or to prevent our loss. You agree to reimburse us for any amounts we pay to correct or cover your default; (4) Require you to return the Collateral and any related records or make them available to us in a reasonable manner; (5) Make a claim for any and all insurance or service contract benefits or refunds that may be available on your default or on the termination of the Note and apply any amount received to the amount you owe; or (6) Use any remedy we have at law or in equity.

If you make any payment after we have demanded payment of the entire balance due, your payment will be applied to the unpaid balance. Your debt will be the unpaid balance of the amount financed, plus accrued finance charges, unpaid late charges, collection costs, and all other amounts due to us under this Note. If the net proceeds of the Collateral sold do not pay your indebtedness in full, you will pay us the difference plus interest at the Annual Percentage Rate until paid in full.

PROMISSORY NOTE AND SECURITY AGREEMENT (continued)

ADDITIONAL DEFAULT REMEDIES (Louisiana only). If you fail to make two consecutive monthly payments, or fail to make a payment for 60 days if your scheduled payments are more frequent than monthly, we may have additional remedies as provided in the Louisiana Additional Default Remedies Act.

CONFESSION OF JUDGMENT (Louisiana only). You confess judgment in favor of us for the full amount of this Note for purposes of Louisiana's executory process procedures.

WAIVER (Louisiana only). To the extent permitted under applicable law, you waive: A. The benefit of appraisal as provided under Articles 2332, 2336, 2723 and 2724 of the Louisiana Code of Civil Procedure, and all other laws with regard to appraisal upon judicial sale; B. The notice of seizure provided under Article 2293 of the Louisiana Code of Civil Procedure; C. The 3 days' delay provided under Articles 2331 and 2722 of the Louisiana Code of Civil Procedure; and D. All other provisions provided under Articles 2331, 2722 and 2723 of the Louisiana Code of Civil Procedure and all other Articles not specifically mentioned above.

KEEPER (Louisiana only). You authorize us to appoint a keeper of the vehicle under La.R.S. §§ 9:5136 through 9:5140.2 if the vehicle is taken from you through legal proceedings. You authorize us to appoint ourselves or someone else we choose as keeper.

SET-OFF. You agree that we may set off any amount due and payable under this Note against any right you have to receive money from us. *(Wisconsin only: We will set off only after sending written notice of your default and right to cure and waiting any period required by law).* "Right to receive money from us" means (1) any deposit account balance you have with us; (2) any money owed to you on an item presented to us or in our possession for collection or exchange; and (3) any repurchase agreement or other non-deposit obligation. "Any amount due or payable under this Note" means the total amount of which we are entitled to demand payment under the terms of this Note at the time we set off. This total includes any balance for which we accelerate the due date under this Note. If your right to receive money from us is also owned by someone who has not agreed to pay this Note, our right to set-off will apply to your interest in the obligation and to any other amounts you could withdraw on your sole request or endorsement. Our right to set-off does not apply to an account or other obligation where your rights arise only in a representative capacity. It also does not apply to any Individual Retirement Account or other tax-deferred retirement account. We will not be liable for the dishonor of any check when the dishonor occurs because we set off this debt against any of your accounts. You agree to hold us harmless from any such claims arising as a result of our exercise of our right to set-off.

RETURNED INSTRUMENT CHARGE. If you make a payment by check, draft, or order or other similar instrument which is returned to us unpaid for any reason, including, but not limited to, non-sufficient funds, you will pay a returned instrument charge assessed by the institution for processing a refused instrument plus a handling fee of not more than \$29. The returned instrument charge may be added, without notice, to your outstanding balance under this Note and accrue interest at the Annual Percentage Rate, and you may be assessed a late charge as disclosed on page one of this Note.

LIMITED POWER OF ATTORNEY. You authorize us to act as your attorney-in-fact to satisfy your obligations under this Note and as permitted by applicable law. This authority includes, but is not limited to, the following: (1) making and settling insurance claims on your behalf relating to the Collateral; and (2) executing any documents necessary to perfect our lien on the Collateral.

ARBITRATION. This Section does not apply to any dispute in which the amount in controversy is within the jurisdiction limits of, and is filed in, a small claims court, and you and we retain rights to self-help remedies, such as repossession. You agree that if a dispute of any kind arises out of this agreement, either you or we can choose to have that dispute resolved by binding arbitration. If arbitration is chosen by any party, neither you nor we will have the right to litigate that claim in court or to have a jury trial on that claim, or to engage in pre-arbitration discovery, except as provided for in the arbitration rules specified in this provision. In addition, you will not have the right to participate as a representative or member of any class of claimants pertaining to any claim subject to arbitration. The Arbitrator's decision will generally be final and binding. Other rights that you would have if you went to court may also not be available in arbitration. It is important that you read this entire arbitration provision carefully before accepting the terms of this agreement.

Any claim, dispute or controversy (whether in contract, tort, or otherwise, whether pre-existing, present or future and including constitutional, statutory, common law, intentional tort and equitable claims) arising from or relating to (a) the credit or services offered or provided to you, (b) the actions of you, us or third parties or (c) the validity of this arbitration provision (individually and collectively, a "Claim") must, after an election by you or us, be resolved by binding arbitration in accordance with this arbitration provision and the Consumer Arbitration Rules of the American Arbitration Association ("AAA") in effect when the Claim is filed (or, in the event this arbitrator or these arbitration rules are no longer available, then a comparable substitute arbitration procedure and/or arbitration organization that does business on a nationwide basis). There shall be no authority for any Claims to be arbitrated on a class action basis. An arbitration can only decide our or your Claim and may not consolidate or join the claims of other persons who may have similar claims. You may obtain rules and forms by contacting the AAA at 800-778-7879 or www.adr.org/Rules. Any arbitration hearing that you attend will take place in the federal judicial district where you reside. At your request, we will advance the first \$200 of the filing and hearing fees for any Claim you may file against us; the arbitrator will decide whether we or you will ultimately pay those fees. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. This arbitration provision shall survive repayment of your extension of credit and termination of your account. This arbitration provision shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1, et seq. If any provision of this Section is ruled invalid or unenforceable, this Section shall be rendered null and void in its entirety.

OTHER TERMS. Each person who signs this Note as BORROWER is jointly and severally liable under this Note. Each person who signs this Note as BORROWER is fully liable for all payments, whether or not we try to collect from the other signers. Each BORROWER, individually and jointly, waives presentment, demand, protest or notice and any notice that we are demanding payment in full of the entire outstanding balance because of default or for any other reason. You cannot assign, sell, give a security interest in or arrange an assumption of your interests or rights under this Note or in the Collateral. We can assign the Note to another party, who will have all our rights. **If this Note is sold or otherwise transferred, your rights under the law or under this Note are in no way altered or impaired.** If any provision in this Note is held to be unenforceable, void, illegal or otherwise against applicable law, the other provisions shall survive and be enforceable separately from any voided provisions. We do not give up any of our rights by delaying or failing to exercise them on any one or more occasions.

If you are a resident of Maryland, this Note is made subject to the applicable provisions of Subtitle 10 of Title 12 of the Commercial Law Article of the Maryland Code. If you are a resident of Wisconsin, this Note is also made pursuant to Wisconsin Law

EXPRESS CONSENT TO CONTACT YOU. By providing us with a telephone number for a cellular phone or other wireless device, you are expressly consenting to receiving communications at that number - including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system - from U.S. Bank and its affiliates and agents. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls regardless of their purpose. These calls and messages may incur access fees from your cellular provider.

TRANSFERABLE RECORD. This Note is a "transferable record" as defined in applicable law relating to electronic transactions. Therefore, the holder of this Note may, on behalf of the maker of this Note, create a microfilm or optical disk or other electronic image of this Note that is an authoritative copy as defined in such law. The holder of this Note may store the authoritative copy of such Note in its electronic form and then destroy the paper original as part of the holder's normal business practices. The holder, on its own behalf, may control and transfer such authoritative copy as permitted by such law.



INFORMATION REPORTED TO CONSUMER REPORTING AGENCIES. Under the Fair Credit Reporting Act, you have the right to notify us if you believe we have reported inaccurate information about your account to any Consumer Reporting Agency. Such notices should be sent in writing and include your complete name, current address, Social Security Number, telephone number, account number, type of account, specific item of dispute and the reason why you believe the information reported is in error. You must send your notice to the LENDER at the address on page one of this Note.

Important: Read before signing. The terms of this Note should be read carefully because only those terms in writing are enforceable. No other terms or oral promises not contained in this Note may be legally enforced. You may change the terms of this Note only by another written agreement signed by you and us. This Note is a final expression of the credit agreement between you and us. This Note may not be contradicted by evidence of any prior oral credit agreement or of a contemporaneous oral credit agreement between you and us. Oral agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt including promises to extend or renew such debt are not enforceable. To protect you and us from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this Note, which is the complete and exclusive statement of the agreement between you and us, except as you and we may later agree in writing to modify it.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF THE GOODS OR SERVICES OBTAINED WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

NOTICE TO BORROWER: a) DO NOT SIGN THIS NOTE BEFORE YOU READ THE WRITING ON ALL FIVE PAGES, EVEN IF OTHERWISE ADVISED. (b) DO NOT SIGN THIS NOTE IF IT CONTAINS ANY BLANK SPACES. (c) YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIGN. (d) YOU HAVE THE RIGHT AT ANY TIME TO PAY IN ADVANCE THE UNPAID BALANCE DUE UNDER THE NOTE.

EACH BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS NOTE.

X  X  X _____
BORROWER CO-BORROWER CO-BORROWER



Title Fees

\$77.75 ▼

BRANCH FEE

\$0.50

LIEN FEE

\$2.00

TITLE SERVICE FEE

\$4.25

TITLE FEES TOTAL

\$77.75

Registration Fees

\$312.35 ▼

BRANCH FEE

\$0.50

INITIAL REGISTRATION FEE

\$225.00

SERVICE FEE

\$2.50

REGISTRATION FEES TOTAL

\$312.35

TOTAL AMOUNT DUE

\$390.10



Open Road RV Repair, LLC
 Corporate
 101 E Bacon Street
 Hillsdale, MI 49242

Phone: (800) 708-1976
 info@camper-repair.com
 www.camper-repair.com

Bill to

[Redacted]
 Davie FL [Redacted]

Ship to

[Redacted]
 Davie FL [Redacted]

Work Order # [Redacted]

Transaction Date: 1/19/2021

Terms: Due on receipt

Invoice [Redacted]

Item	Description	Quantity	Price	Amount
Hourly Rate - taxable	Complaint- batteries were weeping and voltage was showing 9.6v at batteries Cause- customer was running unit off battery converter not batteries because battery disconnect was shut off. When I turned battery disconnect back on the voltage shot up to 12.7- 13v. That tells me charger is working but won't know if batteries are good until they charge 24-48 hours after 15-20mins they were holding at 12v with charger shut off. Correction- customer wants quote for batteries maintenance free. Charger appearing to be fine but if happens again I would also replace converter.	1	\$120.00	\$120.00
Subtotal:				\$120.00
Tax:				\$8.40
Total:				\$128.40

Quote Q2591

Item	Description	Quantity
Parts	Maintenance free batteries	4

-- Above is a list of items the technician has requested for quote and followup.
 Open Road parts department will be in contact with you to provide all



Open Road RV Repair, LLC
Corporate
101 E Bacon Street
Hillsdale, MI 49242

Phone: (800) 708-1976
info@camper-repair.com
www.camper-repair.com

information on pricing and availability. Thank you!

Authorization

I hereby authorize Open Road RV Repair to complete the proposed service, repair, or replacement and agree to pay the invoiced amount upon completion. I additionally certify that I am fully authorized to authorize this work and commit to payment.

[Redacted signature and name]

[Redacted address]

Acceptance

I accept the services performed by Open Road RV Repair are to my satisfaction.

[Redacted signature and name]

[Redacted address]

5270 Orange River Boulevard • Fort Myers, FL 33905
4300 Ravenswood Road • Fort Lauderdale, FL 33312

PURCHASE CONTRACT

PURCHASER / CO-PURCHASER				DATE	
[REDACTED]				9/25/2020	
STREET		DOB - PURCHASER		RES. PHONE	
[REDACTED]		[REDACTED]		[REDACTED]	
CITY, STATE, ZIP		DOB - CO-PURCHASER		BUS. PHONE	
FORT LAUDERDALE FL [REDACTED]		[REDACTED]		[REDACTED]	
COUNTY	DL# - PURCHASER	DL# - CO-PURCHASER	NEW	USED	OTHER-DESCRIBE
BROWARD	[REDACTED]	[REDACTED]	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
YEAR	MAKE	MODEL	FLOOR PLAN	BODY TYPE	MILEAGE AT SALE
2019	THOR	OUTLAW	37RB	<input checked="" type="checkbox"/> MA <input type="checkbox"/> MB <input type="checkbox"/> MC <input type="checkbox"/> TV <input type="checkbox"/> FW <input type="checkbox"/> OTHER	3702
VIN # (AS ON TITLE)			STOCK NO.		CLOSING DATE
1F66F5DY3J0 [REDACTED]			[REDACTED]		9/25/2020

ADDITIONAL INFORMATION

SETTLEMENT

SUGGESTED RETAIL OR MSRP PRICE		129,900.00
Discount		10,000.00
<i>SEE FEDERAL DOL'S</i>		
<i>TRUE DATE OF MANUFACTURE</i>		
<i>APRIL 2018 Ford Chassis JAN 2018</i>		
<i>Thor RV STATES 4/18</i>		
<i>Ford Motor Co 2018 1/18</i>		
River Co-Buyer PURCHASER AGREES THAT ONLY THE ABOVE LISTED ITEMS ARE TO BE PART OF THIS PURCHASE. NOTHING ELSE IS PROMISED OR OWED.		
THE SELLER, NORTH TRAIL RV CENTER, HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NORTH TRAIL RV CENTER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF SAID PRODUCTS.		
* WASTE TIRE FEES: A \$1.00 PER TIRE AND LEAD ACID BATTERY FEE AT \$1.50 PER BATTERY, IF APPLICABLE, ARE INCLUDED IN THE SELLING PRICE OF THE MOTOR VEHICLE. THERE ARE NO EXEMPTIONS TO THESE FEES. THEY APPLY TO ALL PURCHASERS. FLORIDA LAW.		
** THIS CHARGE REPRESENTS COSTS AND PROFIT TO THE DEALER FOR ITEMS SUCH AS INSPECTING, CLEANING, AND ADJUSTING VEHICLES, AND PREPARING DOCUMENTS RELATED TO THE SALE.		
VEHICLE TOTAL		119,900.00
LESS TRADE-IN ALLOWANCE		
CASH DIFFERENCE		119,900.00
OTHER:		
FREIGHT & DESTINATION		
TIRE GUARD		599.00
PARTS AND LABOR AGREEMENT		5,309.00
DEALER PREP **		589.00
FL WASTE TIRE FEE @ 1.00 each *		
FL LEAD-ACID BATTERY FEE @ 1.50 each *		
SUB TOTAL		126,397.00
SALES TAX		7,229.34
COUNTY <u>BROWARD</u> TAX % <u>1</u>		463.56
TAG, TITLE, REGISTRATION / O.O.S. LEMON LAW FEE <input type="checkbox"/> NEW TAG <input type="checkbox"/> TRANSFER ONLY <input type="checkbox"/> TRANSFER & RENEW		390.10
TOTAL PURCHASE PRICE		134,480.00
TRADE BALANCE OWED		
TOTAL BALANCE DUE INCLUDING TRADE PAYOFF		134,480.00
PURCHASE COMMITMENT (PARTIAL PAYMENT)		5,000.00
BALANCE DUE ON DELIVERY (WIRE TRANSFER OR CASH ONLY)		8,000.00
AMOUNT TO FINANCE (DOC STAMPS NOT INCLUDED)		121,480.00

ALL USED VEHICLES ARE SOLD "AS IS", WITH NO EXPRESSED OR IMPLIED WARRANTIES. PARTS AND LABOR AGREEMENT MAY BE AVAILABLE ONLY AT THE TIME OF VEHICLE PURCHASE ON USED.

ADDITIONAL INFORMATION

SETTLEMENT

SEE FEDERAL DOL'S		SUGGESTED RETAIL OR MSRP PRICE	129,900.00
TRUE DATE OF MANUFACTURE		Discount	10,000.00
APRIL 2018 Ford Chassis JAN 2019			
THOR RV STATES 4/18			
Ford Motor Co 2018 1/19			

Buyer Co-Buyer PURCHASER AGREES THAT ONLY THE ABOVE LISTED ITEMS ARE TO BE PART OF THIS PURCHASE. NOTHING ELSE IS PROMISED OR OWED.

THE SELLER, NORTH TRAIL RV CENTER, HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NORTH TRAIL RV CENTER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF SAID PRODUCTS.

* WASTE TIRE FEES: A \$1.00 PER TIRE AND LEAD ACID BATTERY FEE AT \$1.50 PER BATTERY, IF APPLICABLE, ARE INCLUDED IN THE SELLING PRICE OF THE MOTOR VEHICLE, THERE ARE NO EXEMPTIONS TO THESE FEES. THEY APPLY TO ALL PURCHASERS. FLORIDA LAW.

* THIS CHARGE REPRESENTS COSTS AND PROFIT TO THE DEALER FOR ITEMS SUCH AS INSPECTING, CLEANING, AND ADJUSTING VEHICLES, AND PREPARING DOCUMENTS RELATED TO THE SALE.

DESCRIPTION OF TRADE-IN (1)				VEHICLE TOTAL	119,900.00
YEAR	MAKE	MODEL	FLOOR PLAN	LESS TRADE-IN ALLOWANCE	
MILEAGE	CHASSIS NO.	BODY TYPE		CASH DIFFERENCE	119,900.00
PAYOFF AMOUNT	GOOD UNTIL	PER DIEM		OTHER:	
ACCT. NO	SPOKE TO			FREIGHT & DESTINATION	
BANK	BANK PHONE NO			TIRE GUARD	599.00
STREET ADDRESS	CITY, STATE, ZIP			PARTS AND LABOR AGREEMENT	5,309.00
				DEALER PREP **	589.00
				FL WASTE TIRE FEE @ 1.00 each *	
				FL LEAD-ACID BATTERY FEE @ 1.50 each *	
				SUB TOTAL	126,397.00
				SALES TAX	7,229.34
				COUNTY <u>BROWARD</u> TAX % <u>1</u>	463.56
				TAG, TITLE, REGISTRATION / O.O.S. LEMON LAW FEE	390.10
				<input type="checkbox"/> NEW TAG <input type="checkbox"/> TRANSFER ONLY <input type="checkbox"/> TRANSFER & RENEW	
				TOTAL PURCHASE PRICE	134,480.00

DESCRIPTION OF TRADE-IN (2)				TRADE BALANCE OWED	
YEAR	MAKE	MODEL	FLOOR PLAN	TOTAL BALANCE DUE INCLUDING TRADE PAYOFF	134,480.00
MILEAGE	CHASSIS NO.	BODY TYPE		PURCHASE COMMITMENT (PARTIAL PAYMENT)	5,000.00
PAYOFF AMOUNT	GOOD UNTIL	PER DIEM		BALANCE DUE ON DELIVERY (WIRE TRANSFER OR CASH ONLY)	8,000.00
ACCT. NO.	SPOKE TO			AMOUNT TO FINANCE (DOC STAMPS NOT INCLUDED)	121,480.00
BANK	BANK PHONE NO			<p>ALL USED VEHICLES ARE SOLD "AS IS", WITH NO EXPRESSED OR IMPLIED WARRANTIES. PARTS AND LABOR AGREEMENT MAY BE AVAILABLE ONLY AT THE TIME OF VEHICLE PURCHASE ON USED.</p>	
STREET ADDRESS	CITY, STATE, ZIP				

THIS ORDER IS NOT VALID UNLESS SIGNED AND ACCEPTED BY DEALER. THE VEHICLE BEING PURCHASED MAY HAVE BEEN BUILT ON A PREVIOUS YEAR'S CHASSIS.

I recognize that you may have made omissions or verbal misrepresentations which could be alleged or determined to constitute fraud, fraudulent inducement, and / or fraudulent misrepresentation. However, I expressly acknowledge and stipulate that such omissions or verbal misrepresentations, if found to have been committed by you, cannot invalidate this Contract or any written term herein, nor serve as grounds for rejection, revocation, or rescission of this Contract or the vehicle I purchased from you, such that I acknowledge and stipulate that I cannot seek or obtain any statutory, legal, equitable or other relief against you arising out of any such omissions or verbal misrepresentations.

The front and back of this Contract comprises the entire agreement affecting this purchase and no other agreement or understanding of any nature concerning same has been made or entered into, or will be recognized.

I have read the matter printed on the back hereof and agree to it as part of this order, the same as if it were printed above my signature. I certify that I am of legal age to execute binding contracts in this state, and hereby acknowledge receipt of a copy of this contract.

THIS PURCHASE CONTRACT IS NOT A FINANCE CONTRACT

Signed STEVEN RATCLIFF / Eric Martinez

Signed X [Redacted] 9/25/2020

Approved [Signature]
DEALER OR AUTHORIZED REPRESENTATIVE

Signed [Redacted] 9/25/2020
PURCHASER DATE

ADDITIONAL TERMS AND CONDITIONS

1. As used in this Contract the terms (a) "Dealer" or "Seller" shall mean the authorized Dealer to whom this Contract is addressed and who shall become a party hereto by its acceptance hereof; (b) "Purchaser" shall mean the party executing this Contract as such on the face hereof; and (c) "Manufacturer" shall mean the corporation that manufactured the vehicle or chassis, it being understood by Purchaser and Dealer that Dealer is in no respect the agent, that Dealer and Purchaser are the sole parties to this Contract and that reference to Manufacturer herein is for the purpose of explaining generally certain contractual relationships between Dealer and Manufacturer with respect to new vehicles.

2. Manufacturer has reserved the right to change the price to Dealer of new vehicles without notice. In the event the price to Dealer of new vehicles of the series and the body-type ordered hereunder is changed by Manufacturer prior to delivery of the new vehicle ordered hereunder to Purchaser. Dealer reserves the right to change the cash delivered price of such vehicle to Purchaser accordingly. If such cash delivered price is increased by Dealer, Purchaser may, if dissatisfied therewith, cancel this Contract.

3. REAPPRAISAL OF TRADED-IN VEHICLE: If a vehicle has been traded in as a part of the consideration for the vehicle ordered by Purchaser hereunder and such vehicle is not delivered to Dealer until delivery to Purchaser of the vehicle purchased by Purchaser, such trade-in vehicle shall be reappraised at that time and such reappraisal value shall determine the allowance made for such vehicle. If such reappraised value is lower than the original allowance therefore shown on the face of this Purchase Contract, Purchaser may, if dissatisfied therewith, cancel this Purchase Contract, provided purchased value was a vehicle in stock. THIS DOES NOT APPLY TO ORDERED VEHICLES. If the vehicle is an ordered vehicle from the manufacturer, any discrepancy between the trade appraisal condition sheet signed by purchaser, and the actual condition of the trade will be the responsibility of the purchaser to make any necessary repairs.

4. Manufacturer has reserved the right to change the design of any new vehicle, chassis, accessories or parts thereof at any time without notice, and without obligation to make the same, or any similar change upon any vehicle, chassis, accessories or parts thereof previously purchased by or shipped to Dealer or being manufactured or sold in accordance with Dealer's orders. Correspondingly, in the event of any such change by Manufacturer, Dealer shall have no obligation to Purchaser to make the same or any similar change in any vehicle, chassis, accessories or parts thereof covered by this Contract either before or subsequent to delivery thereof to Purchaser.

5. Dealer shall not be liable for failure to deliver or delay in delivering the vehicle covered by this Contract where such failure or delay is due in whole or in part to any cause beyond the control or without the fault or negligence of Dealer.

6. The price for the vehicle specified on the face of this Contract includes reimbursement for Federal Excise taxes, but does not include sales taxes, use taxes or occupational taxes based on sales volume, (Federal, State or Local) unless expressly so stated. Purchaser assumes and agrees to pay, unless prohibited by law, any such sales, use or occupational taxes imposed on or applicable to the transaction covered by this Contract, regardless of which party may have primary tax liability therefore.

7. SELLER, NORTH TRAIL RV MAKES NO GUARANTEE OR WARRANTY, EXPRESS OR IMPLIED, AND HEREBY DISCLAIMS AND EXCLUDES THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE FROM THIS SALE TRANSACTION AND SHALL NOT APPLY TO THIS VEHICLE. BUYER UNDERSTANDS AND AGREES THAT NORTH TRAIL RV MAKES NO WARRANTY ON THIS VEHICLE AND THAT ANY PRE-DELIVERY INSPECTION OR SERVICE PERFORMED DOES NOT CREATE ANY WARRANTY OF ANY TYPE, EXPRESS OR IMPLIED. I UNDERSTAND AND AGREE THAT ALL PROVISIONS HEREIN ARE BINDING UPON ME AND SHALL APPLY IN ALL INSTANCES, EVEN IF I ELECT TO PURCHASE A SERVICE CONTRACT OR EXTENDED WARRANTY THROUGH NORTH TRAIL RV. I UNDERSTAND AND AGREE THAT THE MANUFACTURER(S) LIMITED WRITTEN WARRANTY(S) ON THIS VEHICLE, IF ANY, CONTAINS AND CONSTITUTES MY EXCLUSIVE AND SOLE REMEDY FOR ANY PROBLEMS OR DEFECTS THIS VEHICLE MIGHT CONTAIN. I UNDERSTAND AND AGREE THAT ANY OTHER REMEDIES, WHETHER ARISING FROM THE UNIFORM COMMERCIAL CODE OR OTHERWISE, INCLUDING BUT NOT LIMITED TO RESCISSION OR REVOCATION OF ACCEPTANCE, SHALL NOT BE AVAILABLE TO ME AGAINST NORTH TRAIL RV. I UNDERSTAND AND AGREE THAT ALL PROVISIONS HEREIN APPLY TO ME UNDER ALL CIRCUMSTANCES, EVEN IF ALL MY REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.

8. PURCHASER SHALL NOT BE ENTITLED TO RECOVER FROM DEALER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.

9. The Purchaser, before or at the time of delivery of the vehicle covered by this Contract will execute such forms of agreements or documents as may be required by the terms and conditions of payment indicated on the front of this Contract.

10. Purchaser agrees to deliver to Dealer satisfactory evidence of title to any used vehicle traded in as part of the consideration for the vehicle ordered hereunder at the time of delivery of such used vehicle to Dealer. Purchaser warrants any such used vehicle to be his property free and clear of all liens and encumbrances except as otherwise noted herein.

11. Dealer shall have the right upon failure or refusal of Purchaser to accept delivery of the vehicle ordered hereunder and to comply with the terms of this Contract to retain any cash, deposits, credit, trade vehicle or otherwise made by Purchaser and may sue for any damages and in the event a used motor vehicle has been traded in as part of the consideration for the motor vehicle ordered hereunder, to sell such used vehicle and reimburse himself out of the proceeds of such sale for expenses and losses which Dealer may incur or suffer as a result of such failure or refusal by Purchaser to accept delivery.

12. I hereby agree, as the purchaser, to be responsible for any discrepancies in the trade vehicle payoff balance due lending institution.

13. Unless indicated in writing on the front of this Contract, all Rebates, Incentives, and Loyalty Dollars, will be paid directly to Dealer and be considered part of the bargain and Purchase Contract.

14. Purchaser represents that the title certificate to the trade-in vehicle is (1) not a "salvage title certificate" or (2) a title certificate issued by any other

shown on the face of this Purchase Contract, Purchaser may, if dissatisfied therewith, cancel this Purchase Contract, provided purchased value was a vehicle in stock. THIS DOES NOT APPLY TO ORDERED VEHICLES. If the vehicle is an ordered vehicle from the manufacturer, any discrepancy between the trade appraisal condition sheet signed by purchaser, and the actual condition of the trade will be the responsibility of the purchaser to make any necessary repairs.

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5. Dealer shall not be liable for failure to deliver or delay in delivering the vehicle covered by this Contract where such failure or delay is due in whole or in part to any cause beyond the control or without the fault or negligence of Dealer.

6. The price for the vehicle specified on the face of this Contract includes reimbursement for Federal Excise taxes, but does not include sales taxes, use taxes or occupational taxes based on sales volume, (Federal, State or Local) unless expressly so stated. Purchaser assumes and agrees to pay, unless prohibited by law, any such sales, use or occupational taxes imposed on or applicable to the transaction covered by this Contract, regardless of which party may have primary tax liability therefore.

7. SELLER, NORTH TRAIL RV MAKES NO GUARANTEE OR WARRANTY, EXPRESS OR IMPLIED, AND HEREBY DISCLAIMS AND EXCLUDES THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE FROM THIS SALE TRANSACTION AND SHALL NOT APPLY TO THIS VEHICLE. BUYER UNDERSTANDS AND AGREES THAT NORTH TRAIL RV MAKES NO WARRANTY ON THIS VEHICLE AND THAT ANY PRE-DELIVERY INSPECTION OR SERVICE PERFORMED DOES NOT CREATE ANY WARRANTY OF ANY TYPE, EXPRESS OR IMPLIED. I UNDERSTAND AND AGREE THAT ALL PROVISIONS HEREIN ARE BINDING UPON ME AND SHALL APPLY IN ALL INSTANCES, EVEN IF I ELECT TO PURCHASE A SERVICE CONTRACT OR EXTENDED WARRANTY THROUGH NORTH TRAIL RV. I UNDERSTAND AND AGREE THAT THE MANUFACTURER(S) LIMITED WRITTEN WARRANTY(S) ON THIS VEHICLE, IF ANY, CONTAINS AND CONSTITUTES MY EXCLUSIVE AND SOLE REMEDY FOR ANY PROBLEMS OR DEFECTS THIS VEHICLE MIGHT CONTAIN. I UNDERSTAND AND AGREE THAT ANY OTHER REMEDIES, WHETHER ARISING FROM THE UNIFORM COMMERCIAL CODE OR OTHERWISE, INCLUDING BUT NOT LIMITED TO RESCISSION OR REVOCATION OF ACCEPTANCE, SHALL NOT BE AVAILABLE TO ME AGAINST NORTH TRAIL RV. I UNDERSTAND AND AGREE THAT ALL PROVISIONS HEREIN APPLY TO ME UNDER ALL CIRCUMSTANCES, EVEN IF ALL MY REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.

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9. The Purchaser, before or at the time of delivery of the vehicle covered by this Contract will execute such forms of agreements or documents as may be required by the terms and conditions of payment indicated on the front of this Contract.

10. Purchaser agrees to deliver to Dealer satisfactory evidence of title to any used vehicle traded in as part of the consideration for the vehicle ordered hereunder at the time of delivery of such used vehicle to Dealer. Purchaser warrants any such used vehicle to be his property free and clear of all liens and encumbrances except as otherwise noted herein.

11. Dealer shall have the right upon failure or refusal of Purchaser to accept delivery of the vehicle ordered hereunder and to comply with the terms of this Contract to retain any cash, deposits, credit, trade vehicle or otherwise made by Purchaser and may sue for any damages and in the event a used motor vehicle has been traded in as part of the consideration for the motor vehicle ordered hereunder, to sell such used vehicle and reimburse himself out of the proceeds of such sale for expenses and losses which Dealer may incur or suffer as a result of such failure or refusal by Purchaser to accept delivery.

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13. Unless indicated in writing on the front of this Contract, all Rebates, Incentives, and Loyalty Dollars, will be paid directly to Dealer and be considered part of the bargain and Purchase Contract.

14. Purchaser represents that the title certificate to the trade-in vehicle is (1) not a "salvage title certificate", or (2) a title certificate issued by any other authority indicating that the trade-in vehicle has been reconstructed or repaired by reason of collision or other damage. If the title certificate reflects either of the above conditions, the vehicle shall then be reappraised, and the Purchaser agrees to pay the difference in value, if any, to Seller on demand, or seller may cancel the entire transaction without liability of any nature to Purchaser.

15. THIS CONTRACT CONTAINS THE ENTIRE UNDERSTANDING BETWEEN PURCHASER AND DEALER CONCERNING THIS SALE OF GOODS, INCLUDING ALL STATEMENTS, DISCUSSIONS, REPRESENTATIONS, WARRANTIES, INDUCEMENTS, VERBAL OR WRITTEN, THAT PURCHASER CONSIDERS MATERIAL AND PART OF THE BASIS OF THE BARGAIN; ANY STATEMENTS, DISCUSSIONS, REPRESENTATIONS, WARRANTIES, INDUCEMENTS, VERBAL OR WRITTEN, NOT EXPRESSLY WRITTEN IN THIS CONTRACT WERE NOT MATERIAL TO PURCHASER, NOT RELIED UPON BY PURCHASER, AND DID NOT BECOME PART OF THE BASIS OF THE BARGAIN.

16. WAIVER OF JURY TRIAL: PURCHASER AGREES THAT ANY AND ALL ACTIONS OF ANY KIND RELATING TO THE SALE, SERVICE OR USE OF THE ITEM(S) PURCHASED WILL BE DECIDED BY A JUDGE IN A BENCH TRIAL, NOT BY A JURY IN A JURY TRIAL.

17. APPLICABLE LAW, VENUE AND ATTORNEY'S FEES. All negotiations and discussions between Purchaser and dealer, this Contract, and this sale of goods are governed by Florida Law. Any actions of any kind relating to this sale and these goods, including but not limited to lawsuits including Dealer as a party, must be filed exclusively in Fort Myers, Florida. In such action or lawsuit, the prevailing party shall be entitled to recover its attorneys fees against the other party.

DOCUMENTS.

PUNCTURE WOUND HAZARDS, PROJECTILES HAZ

STAPLES, SCREWS COMING APART, NO
STRUCTURAL INTEGRITY VERY HAZARDOUS
CONDITIONS WHILE DRIVING.

FAULTY WINDOW LOCKS - FHWSA - VIOLATION

WATER LEAKS, SHOCK, SLIP AND FALL HAZARDS.

DEFECTIVE ROOF - STRUCTURAL DAMAGE FROM
FAULTY REPAIR - PREVIOUS OWNER.

ROLLOVER HAZARD - FHWSA - VIOLATION
NORTH TRAILS RV WAS AWARE OF ROOF
DAMAGES. THEY DID NOT INFORM US,
\$10K TO REPAIR.

SERIOUS ELECTRICAL PROBLEMS - SHOCK + FIRE HAZARDS

- FAULTY WIRING IN GARAGE A/C
- FAULTY CIRCUIT BREAKERS
- INVERTER FIRE
- EXPOSED WIRING - REFRIG. AND ARM REST ON
BED.

NORTH TRAILS RV WAS AWARE OF PROBLEMS
SOLD RV TO US IN THIS DANGEROUS CONDITION

HAZARDOUS BREATHING CONDITIONS AND BURN HAZARD

- HEAT VENTS CONTAINED LARGE AMOUNTS OF SAW DUST CONTAINING FORMALDEHYDE AND GLUE RESINS.
- BURN HAZARD - MY WIFE BURNT HER FOOT WHEN SHE STOOD ON FLOOR HEATING VENT I TOOK VENT TEMPS AND THEY WERE:
FRONT VENT - 190°F
VENT UNDER SINK - 175°F
BED ROOM VENT 160°F

SERIOUS DESIGN FLAW, BURN HAZ FIRE HAZ
THOR AND NORTH TRAILS WERE AWARE OF HAZARDS,
DID NOTHING TO CORRECT PROBLEMS.

WATER SYSTEM COMPONENTS NOT BRALED
PROPERLY WITH SCREENS AND BOLTS.

PROPANE VALVE COVER NOT PROPERLY SECURED
FIRE HAZARD, PROPANE LEAKAGE POSSIBLE
WATER SYSTEM HAS NO STRUCTURAL INTEGRITY
HEAVY WATER TANKS COULD FALL OFF
DURING ON ROAD DRIVING.

DEAR ~~FHUSA~~, NHITSA

I AM A FORMER AIRLINE PILOT/FLIGHT
INSTRUCTOR, US MERCHANT MARINE CAPT.,
AND RETIRED FEDEX EXPRESS
TRACTOR TRAILER DRIVER INSTRUCTOR
I HAVE GOOD KNOWLEDGE OF FAR'S,
FMCS REGS. AND OTHER TRANSPORTATION
CFRS.

RVIA THAT IS, RECREATION VEHICLE
INDUSTRY ASSOCIATION
IS NOT INSPECTING THE RV'S THAT
ARE BEING MANUFACTURED IN THE US.
THE MANUFACTURERS ARE BUILDING
UN-SAFE RV'S, JUST LOOK AT MY
PICTURES.

PEOPLE ARE BEING KILLED AND INJURED
IN THESE UNSAFE RV'S.

THE RV MANUFACTURERS ARE CLEARLY
VIOLATING FEDERAL LAWS.

UNITED STATES OF AMERICA
 THIS CERTIFICATE IS VALID FOR THE PURPOSES OF THE AIR CARRIER ACT OF 1926 AND THE AIR CARRIER REGULATIONS THEREUNDER.

NAME: [REDACTED]
 AIRLINE TRANSPORT PILOT IN CHARGE, NO. 114263999
 BOARDING AND LIGHTING LAWS

UNITED STATES OF AMERICA
 THIS CERTIFICATE IS VALID FOR THE PURPOSES OF THE AIR CARRIER ACT OF 1926 AND THE AIR CARRIER REGULATIONS THEREUNDER.

NAME: [REDACTED]
 FLIGHT INSTRUCTOR, NO. 114263999
 BOARDING AND LIGHTING LAWS

UNITED STATES OF AMERICA
 THIS CERTIFICATE IS VALID FOR THE PURPOSES OF THE AIR CARRIER ACT OF 1926 AND THE AIR CARRIER REGULATIONS THEREUNDER.

NAME: [REDACTED]
 AIRCRAFT DISPATCHER, NO. 114263999
 BOARDING AND LIGHTING LAWS

UNITED STATES OF AMERICA
 THIS CERTIFICATE IS VALID FOR THE PURPOSES OF THE AIR CARRIER ACT OF 1926 AND THE AIR CARRIER REGULATIONS THEREUNDER.

NAME: [REDACTED]
 AIRCRAFT DISPATCHER, NO. 114263999
 BOARDING AND LIGHTING LAWS

UNITED STATES COAST GUARD
 587285

REGISTRATION

FOR U.S. MERCHANT MARINE OFFICER

This is to certify that [REDACTED] having been duly examined and found competent by the undersigned is licensed to serve as MASTER NEAR COASTAL STEAM OR WHEEL VESSELS OF NOT MORE THAN 25 GROSS TONS.

For the term of five years from this [REDACTED] 19 [REDACTED]


1-1

UNITED STATES OF AMERICA
 THIS CERTIFICATE IS VALID FOR THE PURPOSES OF THE AIR CARRIER ACT OF 1926 AND THE AIR CARRIER REGULATIONS THEREUNDER.

NAME: [REDACTED]
 AIRCRAFT DISPATCHER, NO. 114263999
 BOARDING AND LIGHTING LAWS

UNITED STATES OF AMERICA
 THIS CERTIFICATE IS VALID FOR THE PURPOSES OF THE AIR CARRIER ACT OF 1926 AND THE AIR CARRIER REGULATIONS THEREUNDER.

NAME: [REDACTED]
 AIRCRAFT DISPATCHER, NO. 114263999
 BOARDING AND LIGHTING LAWS



FEDERAL AND FLORIDA STATE
CALIFORNIA STATE
DOCUMENTS STATE

AUTHENTIC MANUFACTURE

DATES.

THE FIRST CLAIMED 3X MANUFACTURE
DATE WAS MANUFACTURED 4/18
~~9/1~~ AND 4/1 2018 FORD.

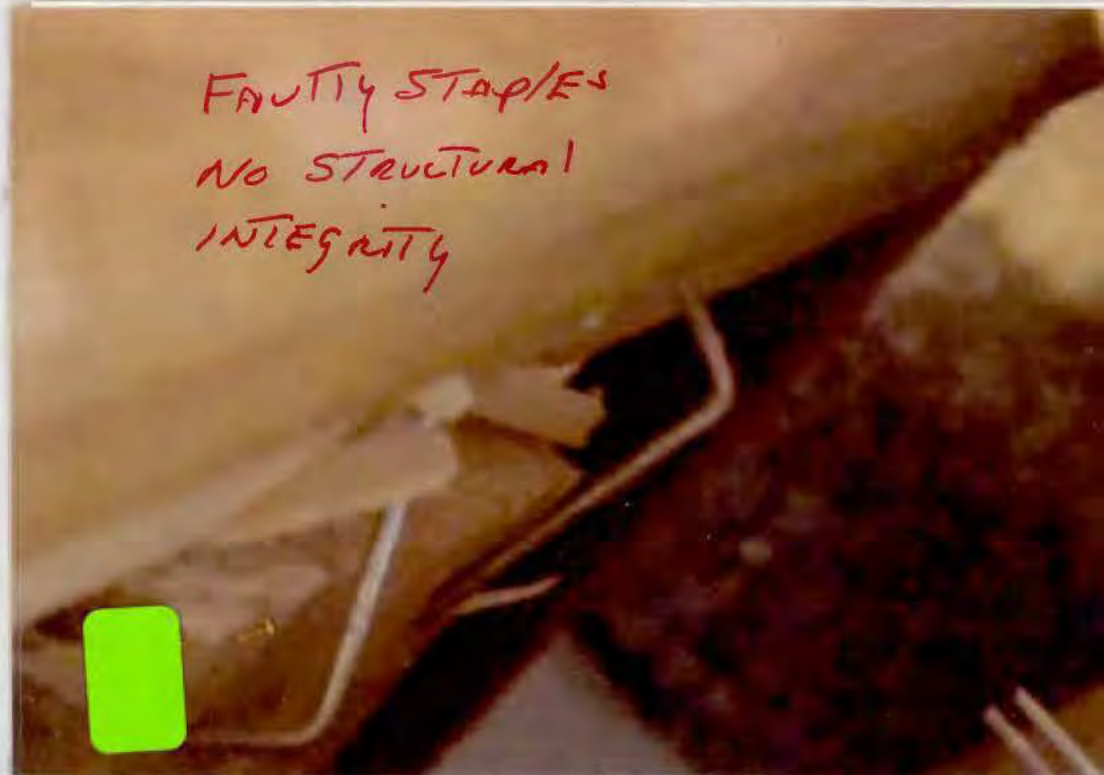
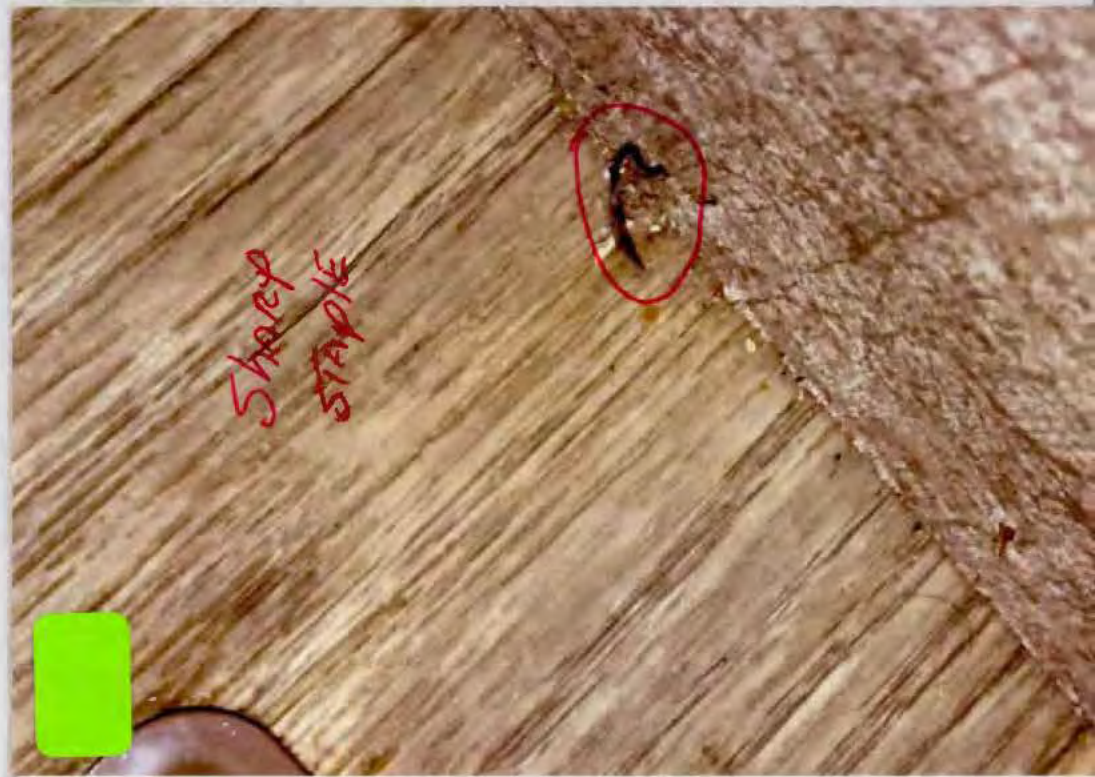


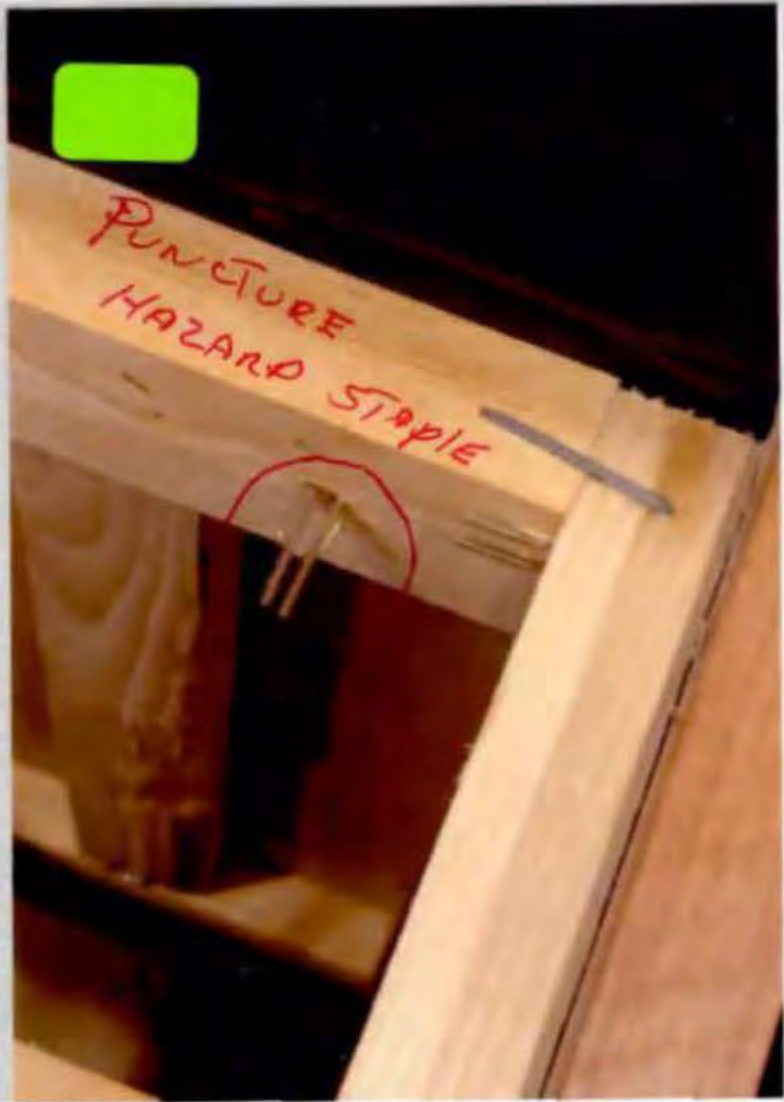
① PUNCTURE WOUND
HAZARDS & PROJECTILES

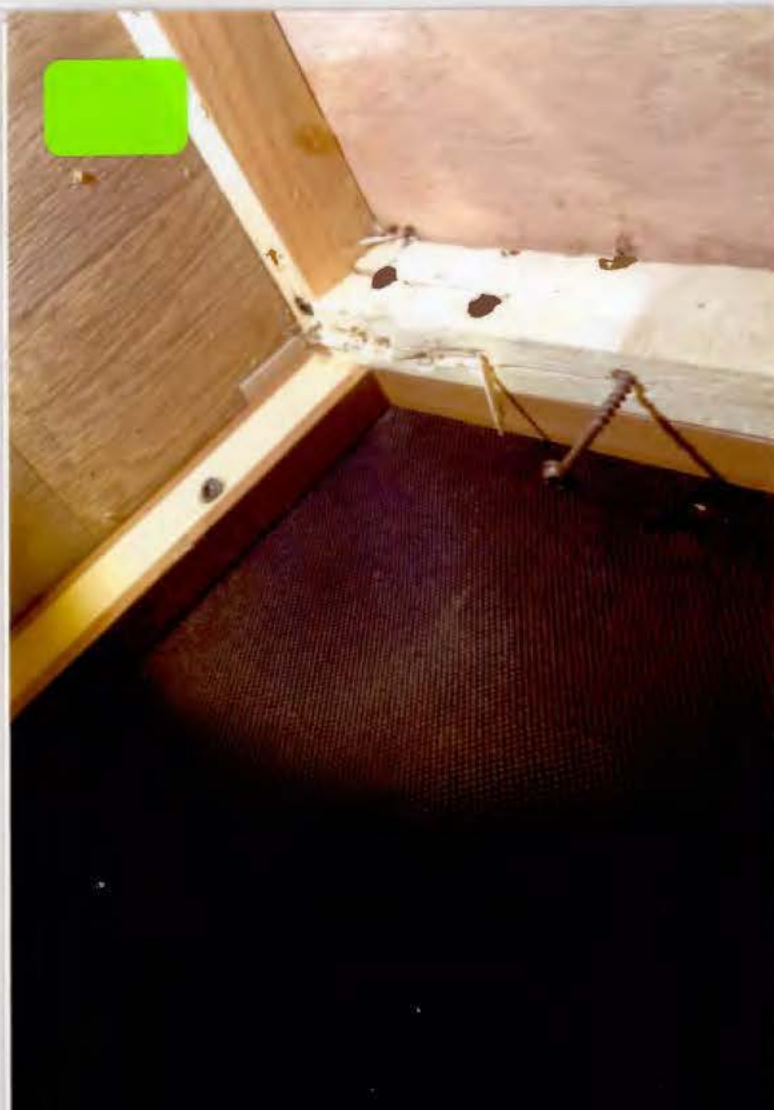
② FAILING SCREWS STAPLES,
~~INSIDE~~ INSIDE FAILING APART
HEAVY BOARD BY REFRIG.
NEVER SECURED TO WALL
DANGEROUS PROJECTILE.

③ NO STRUCTURAL INTEGRITY
RV COMING APART.







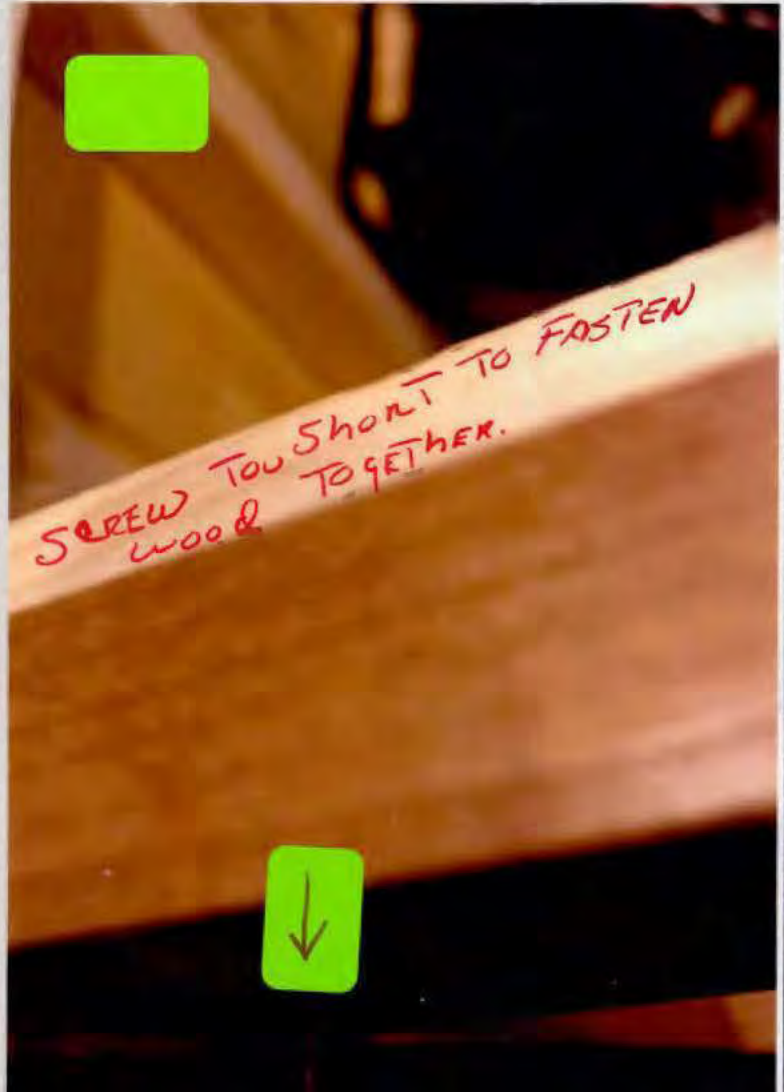




BROKEN.
wood supports
MISSING SCREWS



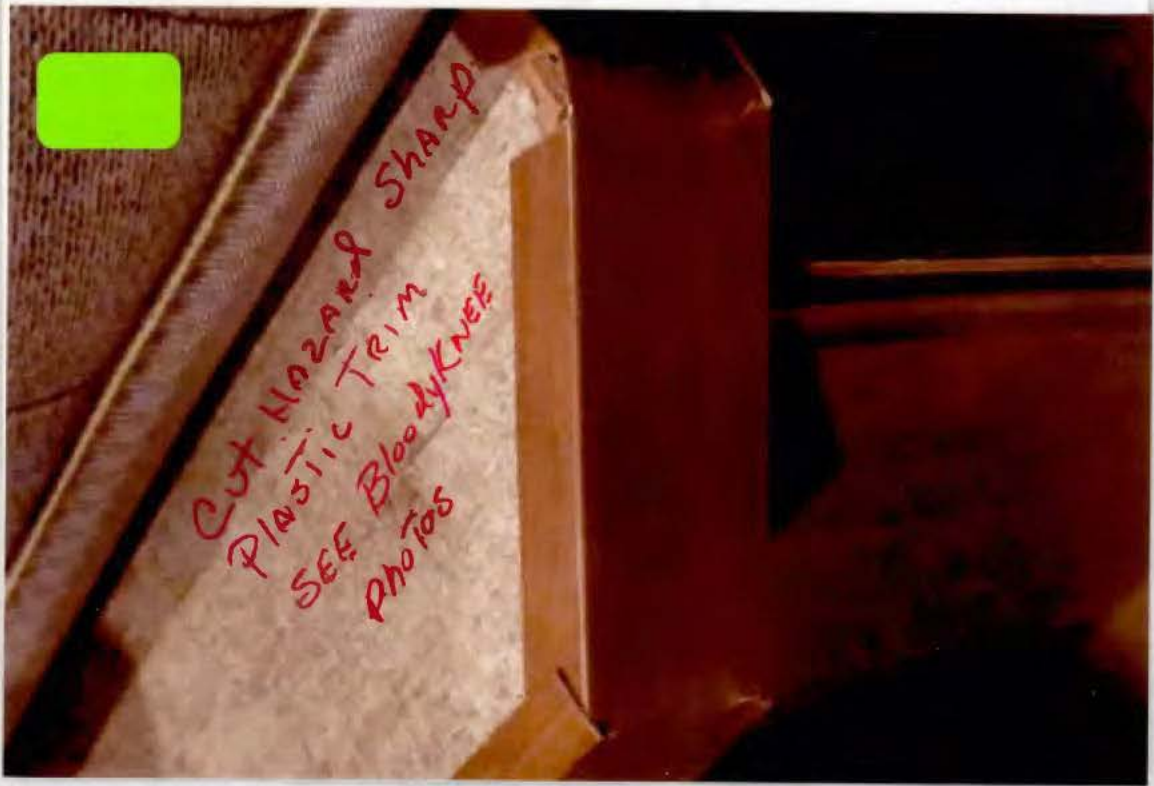
BAO wood supports
MISSING SCREWS,
NO STRUCTURAL INTEGRITY



SCREW TOO SHORT TO FASTEN
wood TOGETHER.







STRUCTURE HAZARDS
SCREW POINT ON
SEAT COVER DINETTE



PUNCTURE HAZARDS
STAPLES
COMING OUT OF
WOOD



KNEE LACERATION
FROM SHARP
PLASTIC TRIM

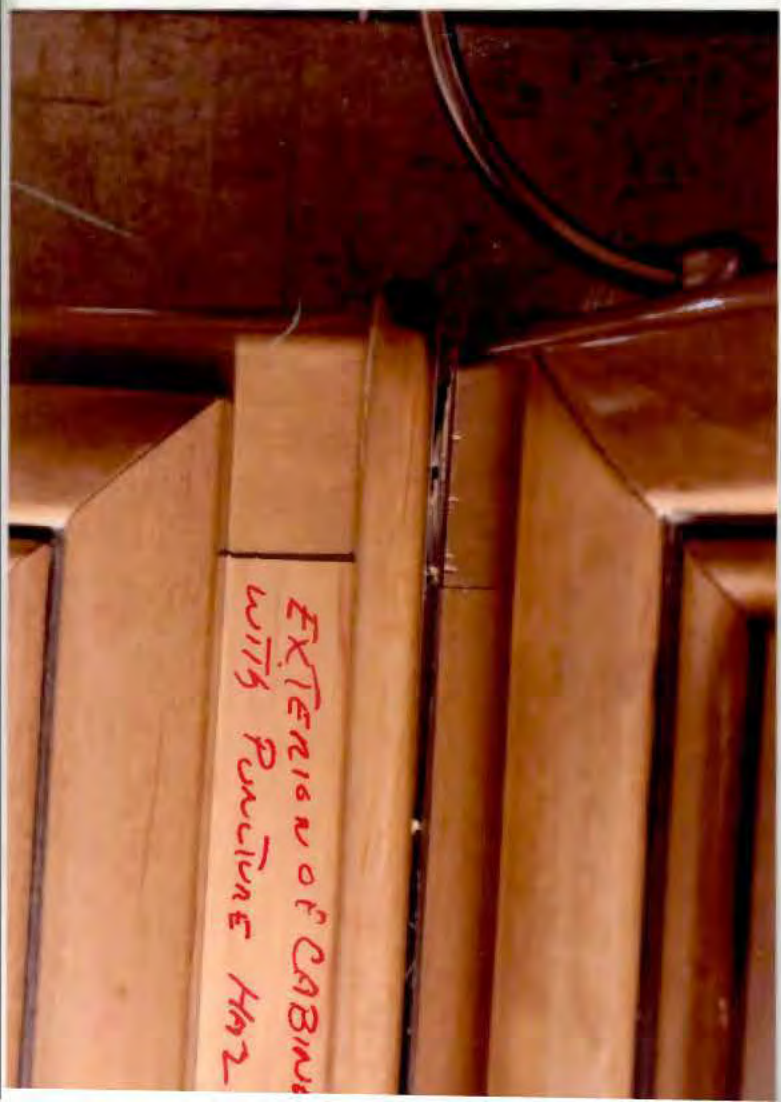


Sharp Plastic
Trim





PUNCTURE HAZARD
INSIDE CABINET



EXTENSION OF CABINET
WITH PUNCTURE HAZ



SHARP EDGE



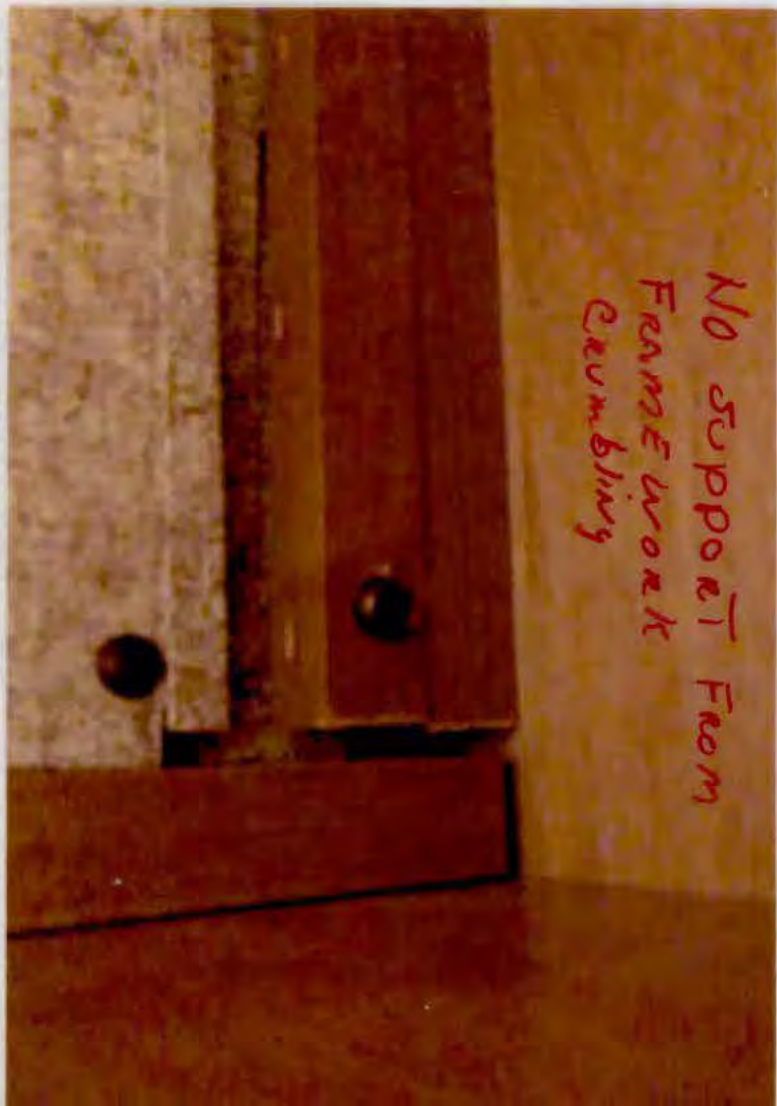




STRUCTURE COLLAPSE
PUNCTURE, CUT
CRUSH INJURY



POOR FRAMEWORK
COLLAPSE HAZARD
WIRING EXPOSED
COULD CUT CAUSING
FURTHER INJURY



NO SUPPORT FROM
FRAMEWORK
CUMBLING

FAULTY WINDOW EMERG.

LOCKS. ~~HAWSA~~ VIOLATION

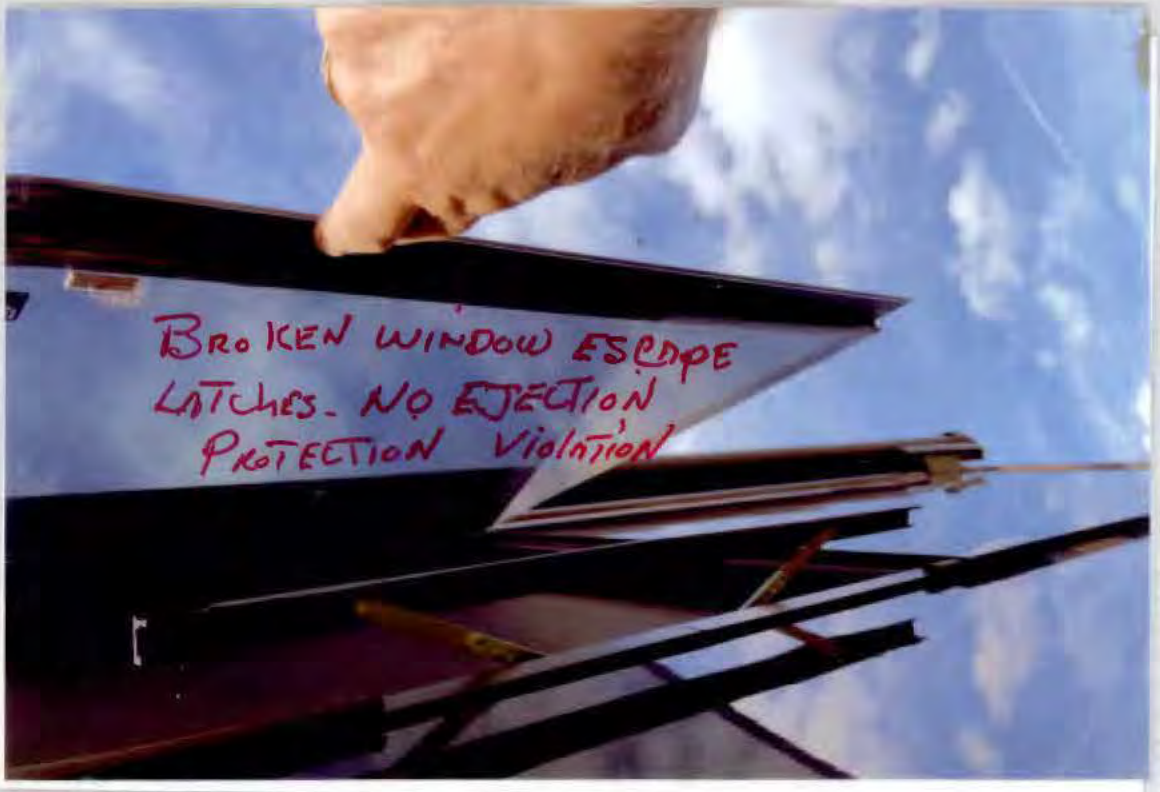
FHWSA-

PASSENGERS COULD BE

EJECTED FROM RV

NORTH TRAILS RV MUST

HAVE BEEN AWARE OF PROBLEM.



BROKEN WINDOW ESCAPE
LATCHES - NO EJECTION
PROTECTION VIOLATION



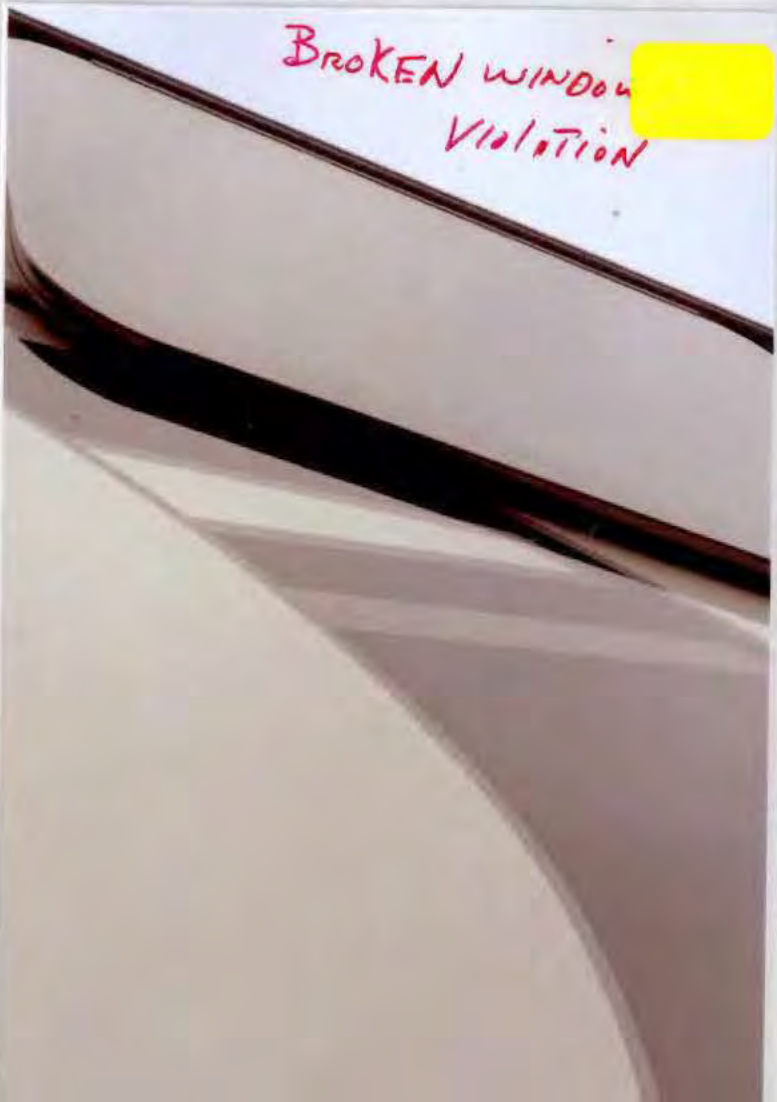
ESCAPE WINDOW
[redacted] OUT WHILE
[redacted] BROKEN
LATCH



BROKEN SAFETY LATCH
DINETTE
NO EJECTION PROTECTION




LEAKY WINDOW
FARMER DRIVES
SIDE



BROKEN WINDOW
VIOLATION





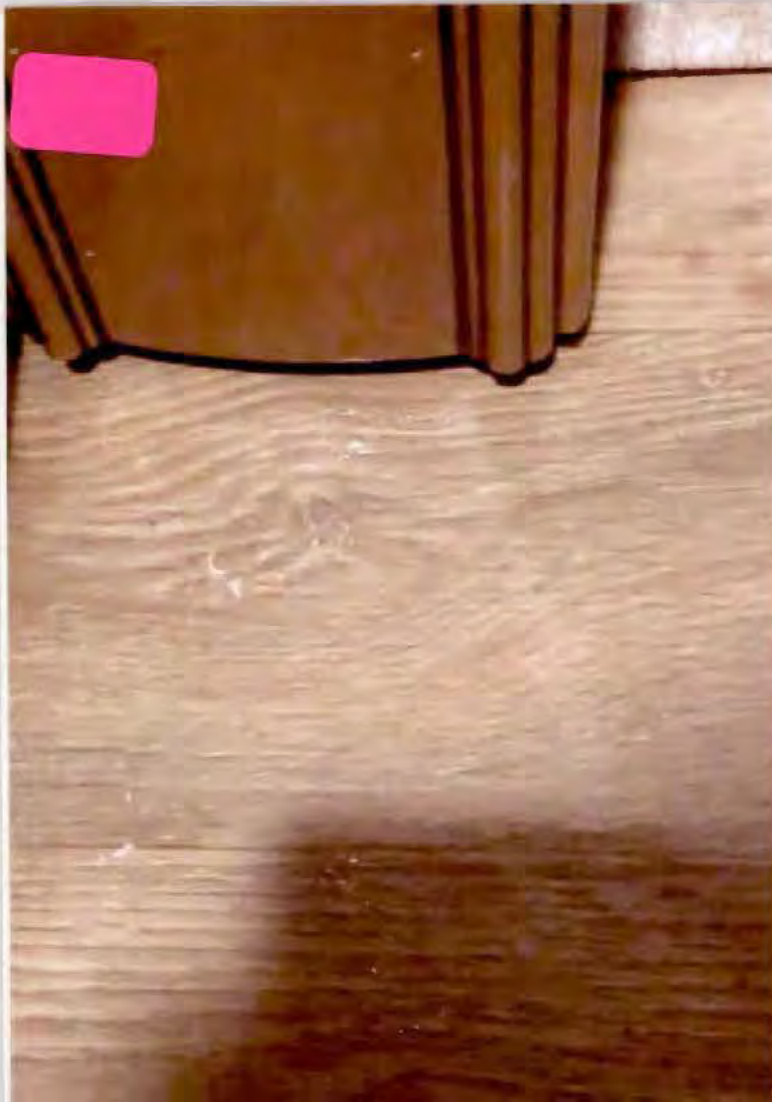
WATER LEAKS, SLIP AND FALL

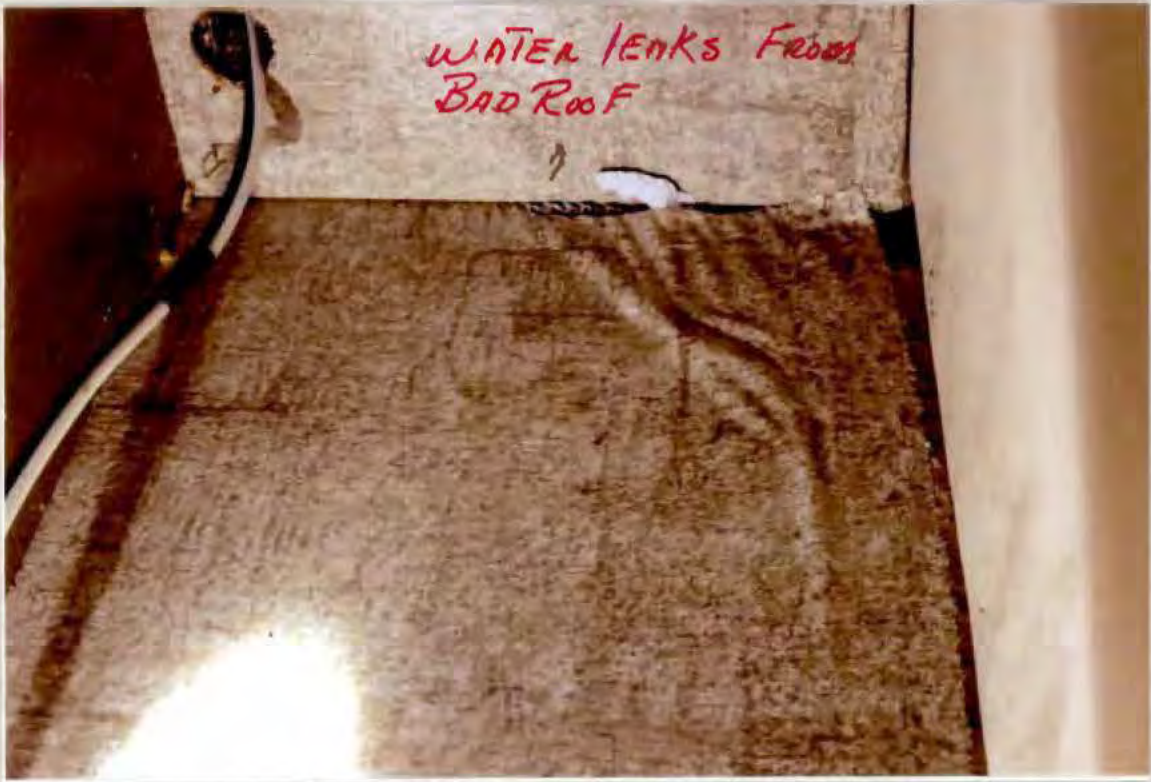
SHOCK HAZARD

NORTH TRAILS RV WERE

AWARE OF WATER LEAKS
AND INTERIOR DAMAGE








WATER LEAKS FROM
BAD ROOF



WATER DAMAGE
AND BLACK MOLD + INSECTS



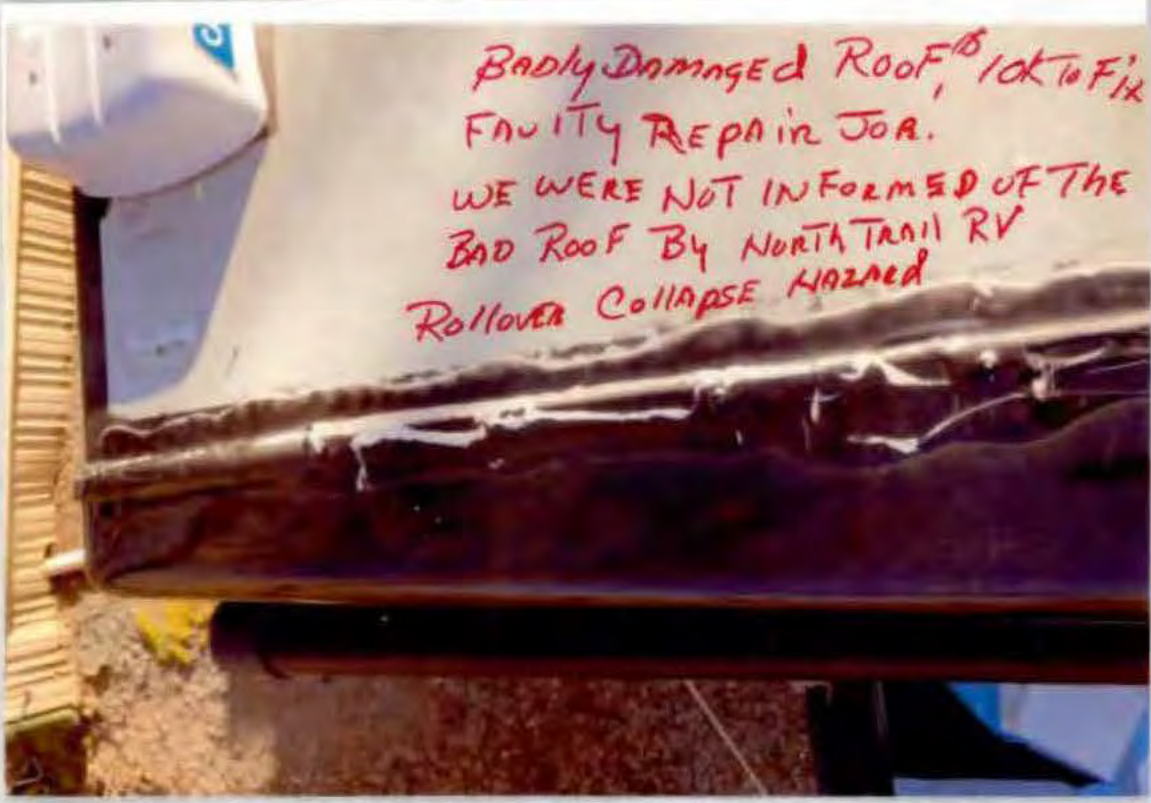


DEFECTIVE RAOF

WATER DAMAGE
ROOF COULD COLLAPSE

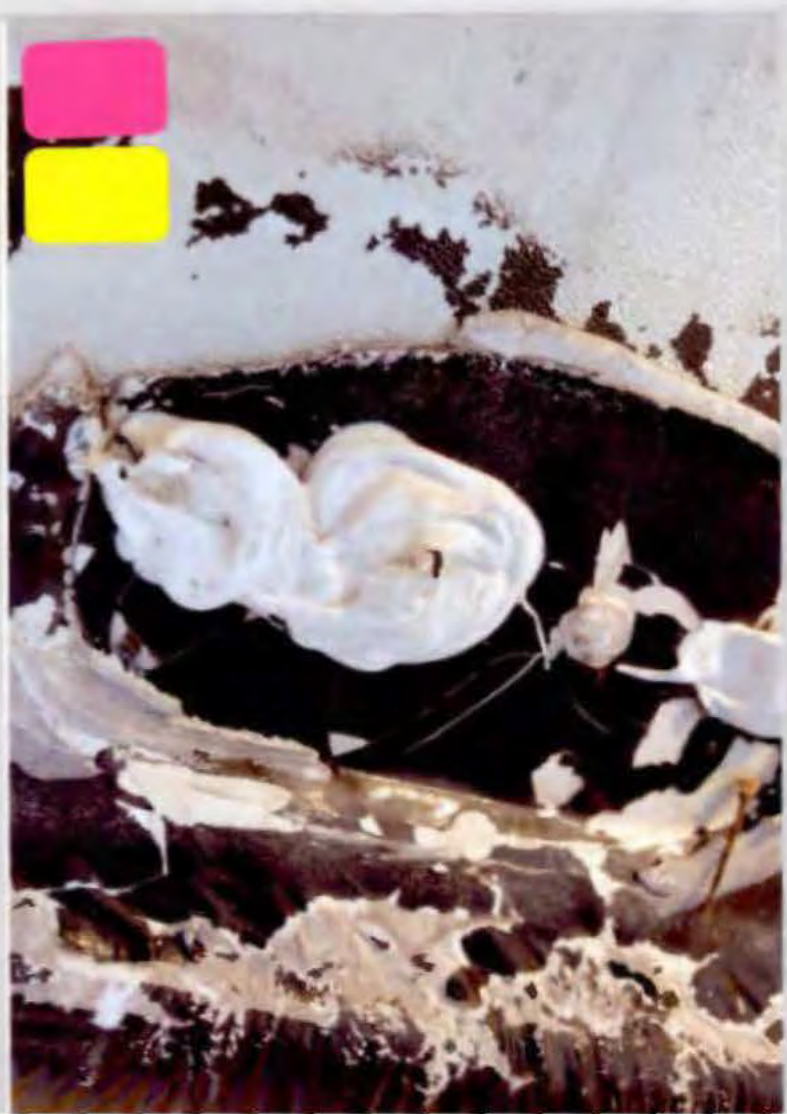
ROLLOVER HAZARD

NORTH TRAILS KNEW ABOUT
UNSAFE ROOF - WATER DAMAGED
ROLLOVER HAZARD \$10K+
TO FIX



Badly Damaged Roof, 10k to fix
Faulty Repair Job.
WE WERE NOT INFORMED OF THE
BAD ROOF BY NORTH TRAIL RV
Rollover Collapse Hazard
















SERIOUS ELECTRICAL
PROBLEMS, SHOCK AND FIRE
HAZARDS

- IMPROPERLY WIRED A/C
- FAULTY CIRCUIT BREAKERS
- INVERTER FIRE
- EXPOSED REFRIG WIRES

NORTH TRAILS RV WAS AWARE OF PROBLEMS

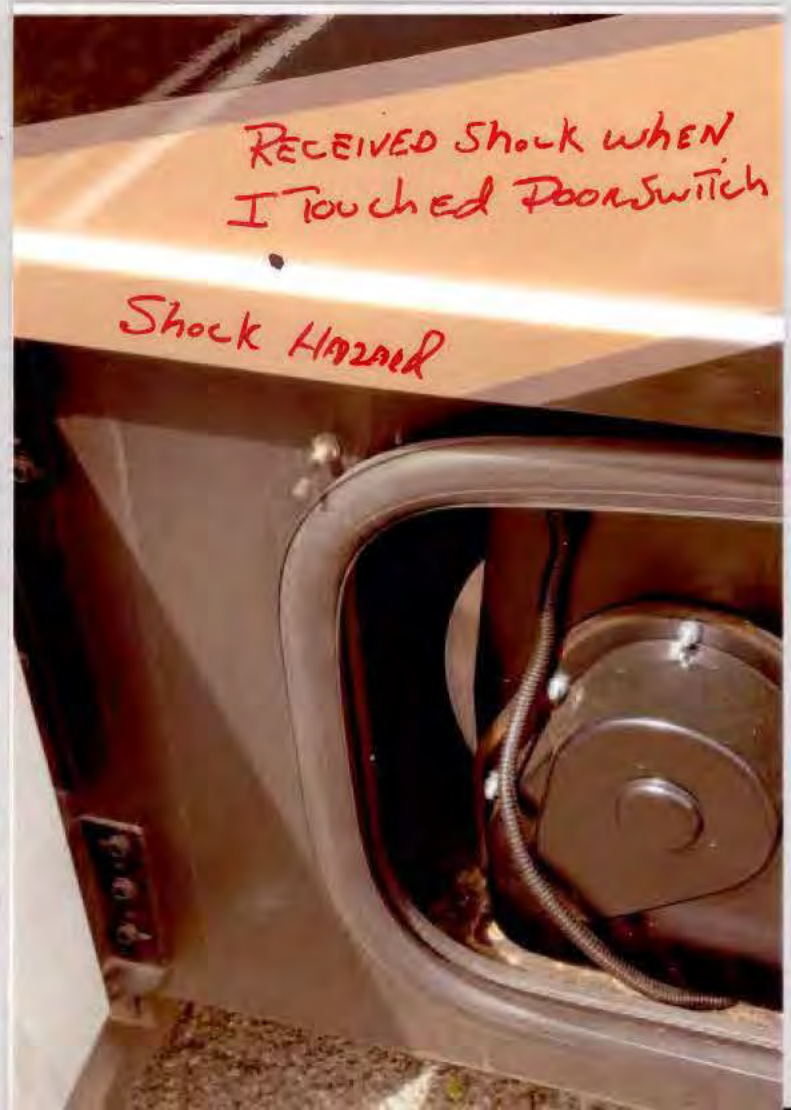


Shock Hazard

FURRRION
 50 AMP AUTOMATIC TRANSFER RELAY SWITCH
 F50-ATS
 RATED 120/240VAC, 50A

*Cover wrapped around
 not stay on
 I RECEIVED A
 Shock.*

FURRRION.COM



*RECEIVED Shock when
 I Touch ed Door Switch*

Shock Hazard



Faulty A/C wiring
SMS Technician

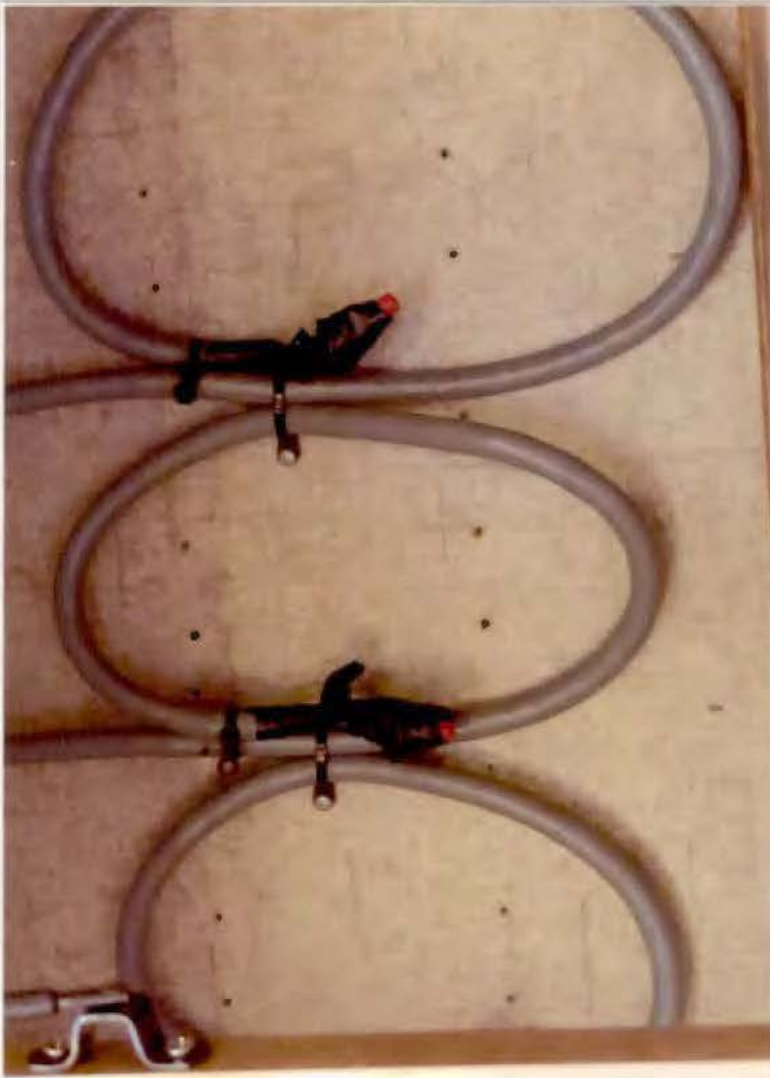
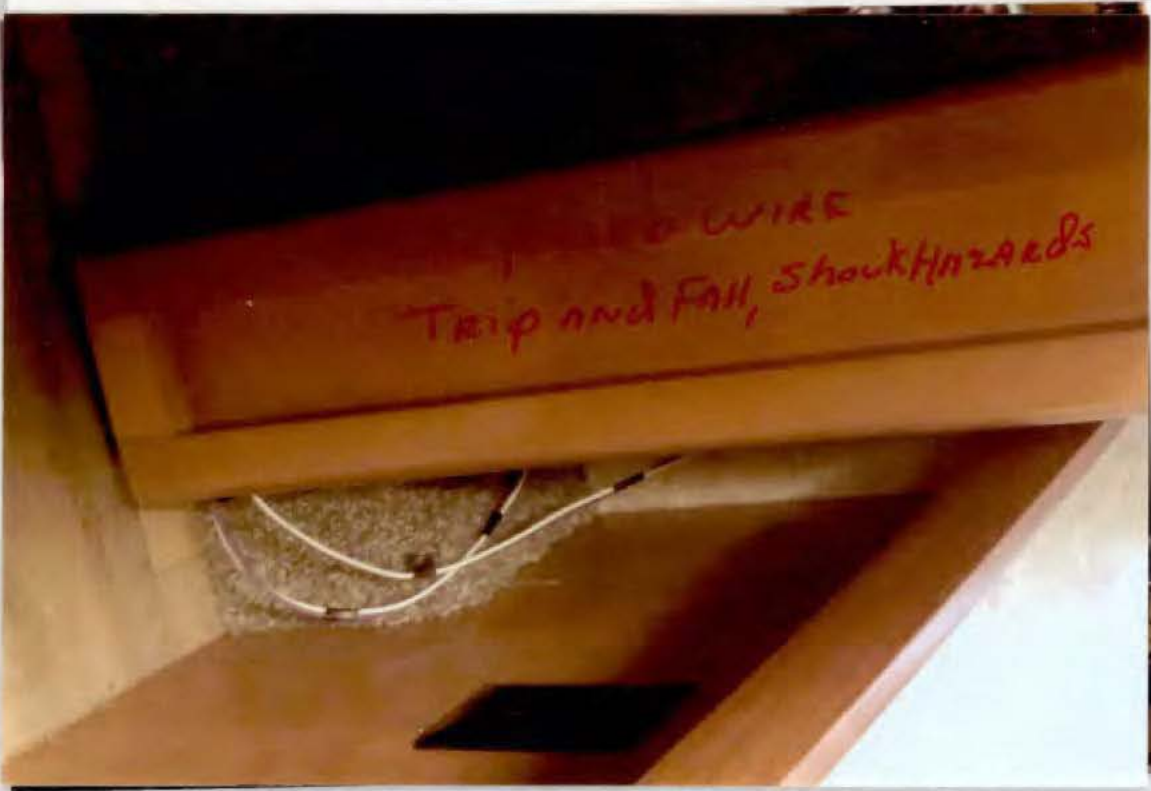


ELECTRICAL BOXES
MISSING SCREWS
AND WATER PROOF
INTEGRITY
SHOCK
HAZARD
FIRE



MISSING SCREW
AND WATER PROOF
INTEGRITY

HAZARD SHOCK
FIRE



Faulty Lowering Mechanism
ON Top Bunk.
CRUSH HAZARD
WHEN DRIVING



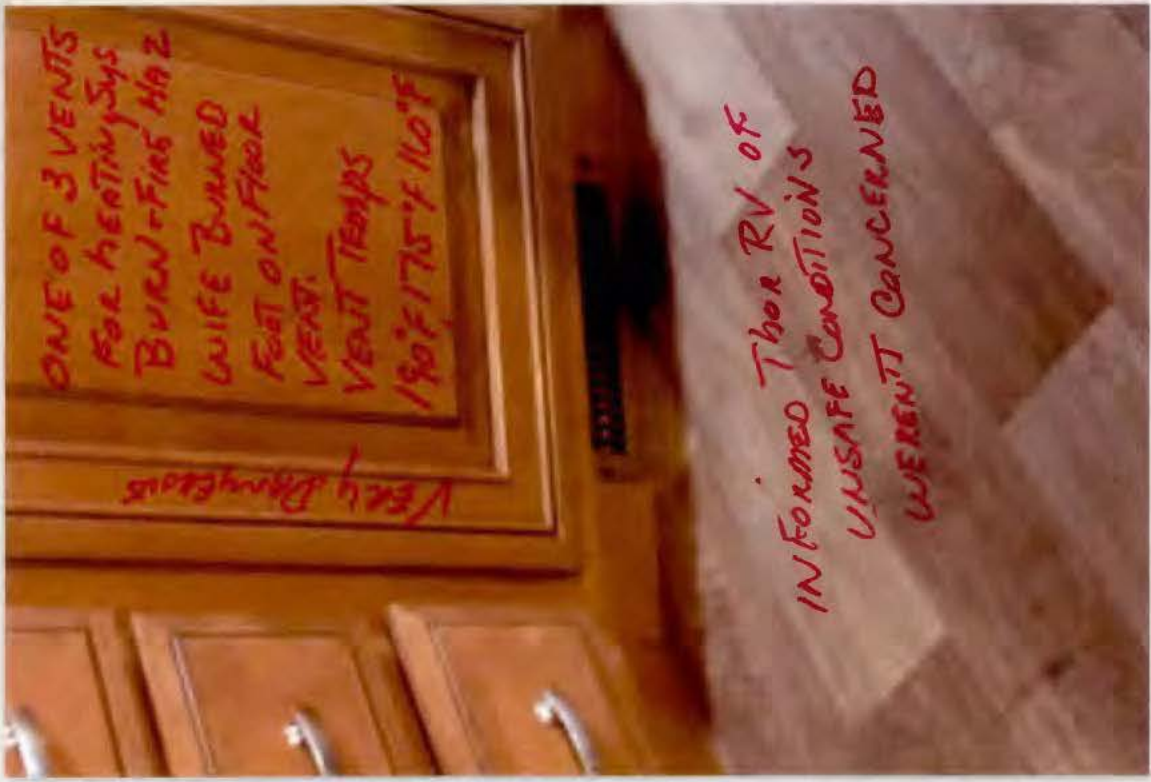
Hazardous Material
DANGEROUS TO BREATH CANCER

HOT HEATER VENTS, FIRE HAZ
& BURN HAZ. 190°F 175°F - 140°F

BURN AND FIRE HAZARD.
POOR DESIGN -

THOR AND NORTH TRAILS RV
WERE AWARE OF SERIOUS PROBLEMS



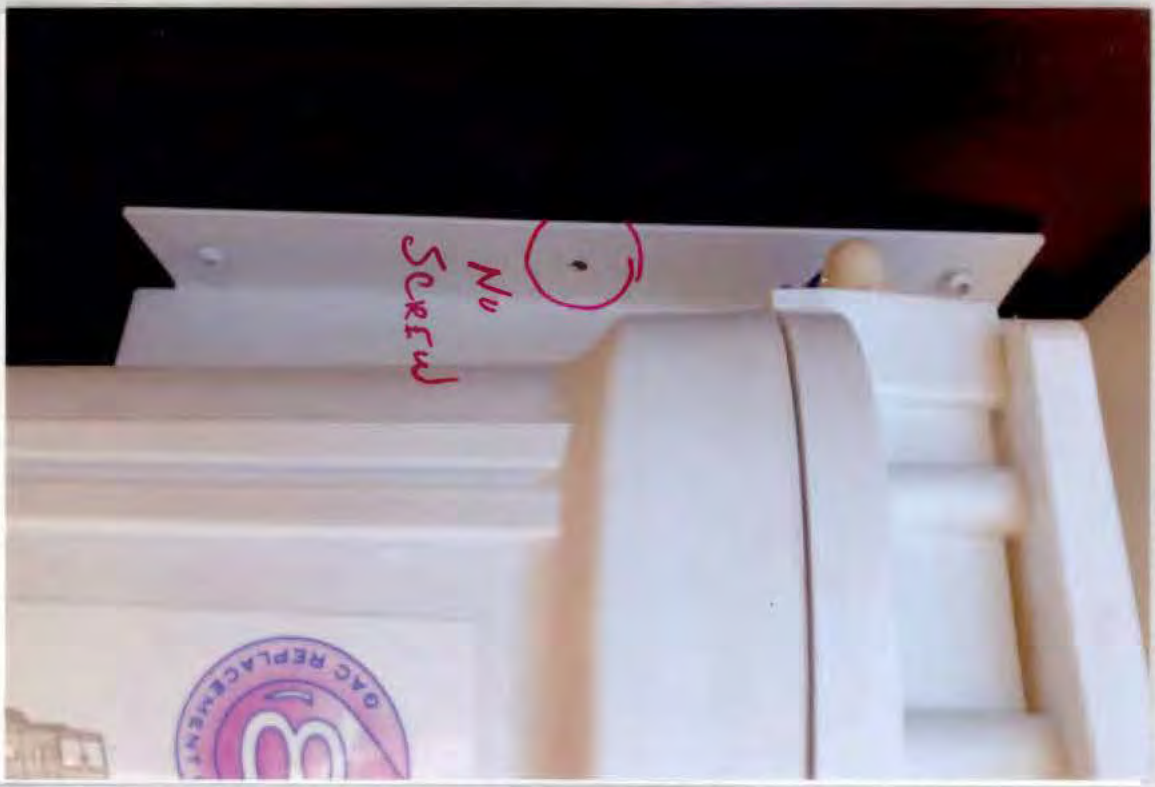


MISSING SCREWS THAT
SUPPORT 120 TANKS GOULDS

① DANGEROUS - COULD FALL

OFF VEHICLES

INSIDE AND OUTSIDE RV MISSING
SCREWS, STAPLES NOT HOLDING STRUCTURE
TOGETHER. RV IS CRUMBLING
WINDOW FELL OUT WHEN ON ROAD.



NO SCREWS
TO BRACE
WATER SYSTEM
COULD CAUSE
MAJOR FAILURE
FAIL OFF RV
WHEN DRIVING
VERY DANGEROUS
CONDITION

NO SCREW



