

Spira, Beadle & McGarrell, P.A.

Attorneys & Counselors at Law

5205 Babcock Street, N.E.

Palm Bay, Florida 32905

Jack B. Spira
James P. Beadle
Thomas P. McGarrell

Telephone: (321) 725-5000
Facsimile: (321) 724-6008

December 20, 2022

VIA EMAIL: Theresa.Fugitt@campingworld.com

CL-11494390-2000

Theresa Fugitt, Manager
Customer Care and Solutions
EMERALD COAST RV CENTER, LLC
d/b/a CAMPING WORLD RV SALES
250 Parkway Drive, Suite 270
Lincolnshire, IL 60069-3700

Re: Claimant: [REDACTED]
Address: [REDACTED] Palm Bay, FL [REDACTED]
Telephone #: [REDACTED]
Dealer: Camping World RV Sales – Fort Myers
Address: 4681 Waycross Rd, Fort Myers, FL 33905
2019 Keystone Cougar [REDACTED]
VIN #4YDT36825K2 [REDACTED]

Dear Ms. Fugitt:

This correspondence is a follow-up to my correspondence dated November 7, 2022, copy attached, and is in response to your correspondence dated December 16, 2022, as follows:

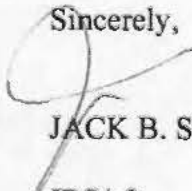
Case law provides that a Seller may be liable for compensatory and punitive damages based upon fraud, notwithstanding "AS-IS language" and other disclaimers. See *Lou Bachrodt Chevrolet Inc. v. John Savage*, 570 So. 2d 306 (Fla. 4th DCA 1990).

The actions by Seller in this case are not only fraudulent, but also are in violation of the Consumer Protection Act, Chapter 501, Florida Statutes, dealing with Unfair or Deceptive Acts or Practices. The Seller made representations as to the general excellent condition of the vehicle, contrary to Chapter 501.976 (4) F.S. The representations occurred at a time when Seller was on actual notice of two existing uncorrected recall notices. One recall notice provided that the "frame rail may yield and buckle possibly leading to an increased failure and vehicle crash". The second recall notice dealt with the possibility that the "antenna wings are separating from the mounting... and if the wing completely separates... while the vehicle is in transit, it could become a road hazard, potentially increasing the risk of a crash or injury." Both recalls involved defects that could result in serious injury and death. Both defects were not corrected until December 14, 2022, only after my client elected to rescind the transaction.

RR

Demand is again made for rescission of the transaction and damages as set forth in my previous correspondence.

Sincerely,



JACK B. SPIRA

JBS/sf

Enclosure

cc: Client

National Highway Traffic Safety Administration

Florida Division of Consumer Affairs (Your Ref. No. [REDACTED] JP)

Federal Trade Commission (Your Ref. No. [REDACTED])

Keystone RV Company

Spira, Beadle & McGarrell, P.A.

Attorneys & Counselors at Law

5205 Babcock Street, N.E.

Palm Bay, Florida 32905

Jack B. Spira
James P. Beadle
Thomas P. McGarrell

Telephone: (321) 725-5000
Facsimile: (321) 724-6008

November 7, 2022

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

EMERALD COAST RV CENTER, LLC
d/b/a CAMPING WORLD RV SALES
6240 Gulf Breeze Pkwy
Gulf Breeze, FL 32563

Re:

2019 Keystone Cougar

Gentlemen:

Please be advised this office represents [REDACTED] regarding the purchase of the above referenced Recreation Vehicle.

[REDACTED] purchased the 2019 Keystone Cougar 368MBI Recreation Vehicle ("RV") from Camping World RV Sales -Fort Myers, ("Camping World") on October 16, 2021, as evidenced by that contract with Camping World RV Sales -Fort Myers dated October 11, 2021, ("Contract"). A copy of the Contract is attached as Exhibit "A". The RV was financed by that Retail installment Contract and Security Agreement with Camping World RV Sales -Fort Myers, ("Security Agreement") assigned to Bank of The West on October 16, 2021. A copy of the Security Agreement is attached as Exhibit "B".

My client is married and the father of 3 minor children who were, at the time of purchase, all under [REDACTED] of age. The purchase of the RV, execution of the Contract and execution of the Security Agreement were all based upon the representations of the representative of Camping World that the RV and all components therein were in excellent condition, operable, safe, and ready for use. The representations induced my client to drive to Fort Myers from his home in Palm Bay Florida, some 160 miles, to see the RV. The safety and well-being of the children and the ability to use the RV as represented, was paramount to the decision by my client to purchase the RV. Camping World delivered the RV to [REDACTED] on November 16, 2021.

Subsequent to delivery, it was determined that the representations were false, Camping World knew or should have known the representations were false, the representations were made with the intent that my client rely on same and which he did rely to his detriment.

- 1) Upon delivery of the RV on November 16, 2021, the RV was inoperable and it was determined the battery was faulty.
- 2) The electric dimmer switch cover was missing leaving exposed wiring resulting in a safety issue for the minor children.
- 3) The issues of the faulty battery and missing switch cover were not resolved until some four months later in March 2022 when a replacement battery was received and installed by Camping World and the electric dimmer switch cover was installed.
- 4) My client, along with his family, was first able to take the RV for a trial test run in April 2022 after the installation of the replacement battery and switch cover. At that time, there was an electrical burning smell throughout the RV. It was also discovered that the bathroom sink drainpipe was leaking into a storage compartment. Camping World was contacted, and the technician told my client that the RV was not safe to use until it was serviced to determine the cause of the electrical smell. After it was serviced, my client was told that the technician could not determine the cause of the electrical smell.
- 5) In May 2022, after the RV was "serviced" for the still undetermined cause of the electrical smell and the leaking drainpipe, my client again tried to use the RV. At that time, which was the first time he had the opportunity to use the Refrigerator/Freezer, he discovered that the unit did not cool. In addition, he discovered that the leaking drainpipe was still leaking.
- 6) Camping World was notified again and on June 6, 2022, they repaired the leaking drain, but my client was informed that parts for the Refrigerator/Freezer were on back-order with no information as to when the parts would be received.
- 7) My client has recently received a **2nd Notice** of a mandatory Safety Recall, issued in accordance with the National Traffic and Motor Vehicle Safety Act. It has been determined that a mandatory Safety Recall, being 21V-380 attached as Exhibit "C". was issued dealing with the possibility that the "frame rail may yield and buckle possibly leading to an increased failure and vehicle crash." On or about July 2021, a 1st Notice for 21V-380 was sent to Camping World. The safety recall notice was not disclosed to my client, nor was the defect remedied.
- 8) In addition, my client recently received a **2nd Notice** of a mandatory Safety Recall, issued in accordance with the National Traffic and Motor Vehicle Safety Act. It has been determined that a mandatory Safety recall, being 20V-398 attached as Exhibit "D". was issued dealing with the possibility that the "antenna wings are separating from the mounting... and if the wing completely separates... while the vehicle is in transit, it could become a road hazard, potentially increasing the risk of a crash or injury." The safety recall notice was not disclosed to my client, nor was the defect remedied.
- 9) Both Notices provide that Keystone representative have been in contact with the staff at the selling dealership.

Notwithstanding that fact that Camping World was aware of the Safety Recalls, or in the alternative, the existence of the Safety Recalls would have been apparent to Camping World by running the serial number of the RV, Camping World intentionally or negligently misrepresented the condition of the RV without regard to the fact that the failure to remedy the defects set forth in the Recall could have resulted in serious or fatal injury to my client and family. The actions by Camping World constitute fraud and misrepresentation and violate Section 501.211 Florida Statutes, being The Florida Unfair and Deceptive Trade Practices Act.

██████ has been expending monies for the RV purchase and loan, insurance, storage fees and upgrades including a washer/dryer and back up camera. And yet, he has not been able to use the RV that he purchased from Camping World a year ago.

My client is prepared to return the RV and demand is made for Camping World to rescind the sale of the RV, satisfy the outstanding balance due under the Security Agreement and reimburse to my client expenses incurred as follows

Costs:

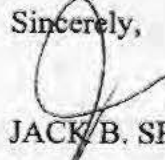
Downpayment	\$ 8,000.00
Loan Payments thru 10/22	5,481.25
Delivery Charge	309.00
Washer/Dryer	2,252.03
Back Up Camera	1,078.78
Electric Diagnosis	424.06
Fifth Wheel Trailer Hitch	1,598.29
Insurance thru 10/22	2,161.25
Storage thru 10/22	1,899.18
Interest thru 10/22	<u>3,359.84</u>
TOTAL	\$26,563.68

The RV has been at Camping World in Cocoa, Florida since June waiting for parts for the Refrigerator/Freezer. More importantly, my client refuses to use the RV because of the safety concerns resulting from the failure of Camping World to comply with the Safety Recalls.

In the event this matter is not amicably resolved, I will advise my client to take all legal steps available.

Please contact me to discuss this matter at your earliest convenience.

Sincerely,


JACK/B. SPIRA

JBS/sf

Enclosures

cc: Client

Marcus A. Lemonis, Manager
National Highway Traffic Safety Administration
Consumer Product Safety Commission
Florida Division of Consumer Affairs
Federal Trade Commission
Keystone RV Company

Highway 31 Storage



4681 WAYCROSS RD

FORT MYERS, FL 33905

239-690-3200

CAMPING WORLD RV SALES

The front and reverse sides of this document constitute a binding purchase contract, not a warranty, between Buyer(s) and Dealer only. Buyer(s) understand and acknowledge that Dealer is a separate and distinct entity from, and not the principal or agent or any manufacturer(s) of the Unit (as defined below). Buyer(s) further understand that any references herein to manufacturer(s) are for the purpose of generally explaining and distinguishing the manufacturer(s) from Dealer. Buyer(s) understand that no manufacturer(s) can make any representation, agreement, inducement, or warranty, which is binding upon or enforceable against Dealer. Further, this Agreement is not binding upon Dealer unless and until signed by Dealer, and such signed Agreement will constitute the entire, final and binding contract between Buyer(s) and Dealer. As used herein, the use of the word "Agreement" refers to the front and back of this Purchase Agreement. The word "Buyer(s)" refers to the Buyer(s) signing this Agreement (whether singular or plural), while the "Dealer" refers to the Dealer entity signing this Agreement, and the term "Unit" refers to the product described below which Buyer(s) is/are purchasing. Buyer(s) acknowledge this Agreement is fully complete and that Dealer provided ample opportunity for Buyer(s) to read this Agreement prior to affixing signatures hereto, and that Buyer(s) signed this Agreement under no duress from Dealer, and free from any influence of medication, alcohol, or any other factors that might affect the judgment or capacity of Buyer(s).

BUYER(S) [REDACTED]		ADDRESS [REDACTED], PALM BAY, FL [REDACTED]		COUNTY BREVARD	
SALESPERSON CHRIS THOMPSON		SOURCE [REDACTED]		CELL PHONE [REDACTED]	
YEAR 2019		MAKE COUGAR		DATE 10/11/2021	
CHASSIS MAKE & MODEL [REDACTED]		VIN 4YDT36825K2 [REDACTED]		APPROXIMATE PRICE [REDACTED]	
☐ NEW ☒ USED		SALE PRICE [REDACTED]		DATE 10/11/2021	

INSURANCE AGAINST LIABILITY FOR BODILY INJURY OR PROPERTY DAMAGE TO OTHERS IS NOT INCLUDED IN THIS TRANSACTION.					SETTLEMENT																															
OPTIONAL EQUIPMENT, LABOR AND ACCESSORIES <table border="1"> <tr><td></td><td>\$</td><td></td></tr> <tr><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td></tr> </table>						\$																													BASE PRICE OF VEHICLE (EXCL. FIRST OPTIONAL EQUIP)	\$ 45193 00
						\$																														
Trade-In Allowance and/or Discount	0 00																																			
Net Sales Price after Trade	45193 00																																			
** Pre-Delivery Service Fee	499 00																																			
Sales Tax	2791 52																																			
Public Officials & Fees	250 00																																			
Vehicle Service Contract	0 00																																			
GAP	0 00																																			
BALANCE CARRIED TO OPTIONAL EQUIPMENT	\$ 0 00	Doc Stamp Fee	171 50																																	
** 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.					N/A	0 00																														
TOW VEHICLE SPECIL					N/A	0 00																														
YR.	MAKE	CHK 1/2 SH 1 Ton	SHORT BED	Y or N	N/A	0 00																														
STD HT. Y or N		STD TIRE Y or N	STEP SIDE	Y or N	N/A	0 00																														
STD REAR BUMPER or DROPPED			BED LINER	Y or N	N/A	0 00																														
TRADE-IN INFORMATION					N/A	0 00																														
YEAR	MAKE	MODEL	VEHICLE NO.		N/A	0 00																														
LIC. NO.		STATE AND TAX	MILEAGE	ALLOWANCE	N/A	0 00																														
YEAR	MAKE	MODEL	VEHICLE NO.																																	
LIC. NO.		STATE AND TAX	MILEAGE	ALLOWANCE																																
TRADE-IN DEBT TO BE PAID BY BUYER(S) UNLESS OTHERWISE STATED HEREIN.					SUB-TOTAL	48905 02																														
It is mutually understood that this agreement is subject to necessary corrections and adjustments concerning changes in net payoff on trade-in to be made at the time of settlement. BUYER AND DEALER CERTIFY THAT THE ADDITIONAL TERMS AND CONDITIONS PRINTED ON THE BACK OF THIS AGREEMENT, INCLUDING AN "AS-IS" CLAUSE, DISCLAIMERS OF ALL WARRANTIES AND LIMITATION AND DISCLAIMER OF DAMAGES CLAUSES, ARE AGREED TO AS PART OF THIS AGREEMENT, THE SAME AS IF PRINTED ABOVE THE SIGNATURE.					Balance Owed on Trade In	0 00																														
					Cash Down	0 00																														
					TOTAL DUE ON DELIVERY OR FINANCED	48905 02																														
AMOUNT RECEIVED																																				
ALL VEHICLES ARE SOLD "AS-IS", WITH NO EXPRESS OR IMPLIED WARRANTIES FROM DEALER. THIRD PARTY EXTENDED SERVICE CONTRACT MAY BE AVAILABLE AT ADDITIONAL COST TO ME.																																				

Dealer makes no guarantee or warranty, express or implied. This vehicle is sold by Dealer "AS-IS" with no Dealer guarantee or warranty, implied or express. Dealer does not affirm or adopt any manufacturer warranty(s) available to this Unit or any of its components. **DEALER HEREBY DISCLAIMS AND EXCLUDES FROM THIS SALE ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS. BUYER(S) ACKNOWLEDGE THIS DISCLAIMER IS MADE IN CAPITALIZED, BOLD AND UNDERLINED FONT AND IS "CONSPICUOUS."** Buyer(s) understand Dealer does not warrant the year of this Unit, the year of the chassis, or the year of any of its component parts, and that the manufacturer(s) of the Unit, chassis, or component is solely responsible for the year assigned to this Unit to the extent its year is referenced in the Agreement. If Buyer(s) is/are purchasing a "new" Unit as indicated above, Buyer(s) acknowledge that "new" means only that the Unit has not been previously titled although the Unit may have been used in a demo or show; new does not create any warranty or expectation of value or performance. Buyer(s) understand and agree that if either of Buyer(s) or Dealer should breach this contract or if Buyer(s) institute any claim arising out of contract or the purchase of the Unit, the statute of limitation for any such claim is limited to one (1) year from the date of sale.

Entire Agreement; No Reliance The written terms on the front and reverse side of this Agreement comprise the entire Agreement between Buyer(s) and Dealer, and Buyer(s) have read and understand the front and reverse side of this Agreement. No verbal, unwritten, electronic or other communication of any nature not contained in this Agreement was relied upon by Buyer(s), became part of the basis of Buyer(s) bargain, or is enforceable by Buyer(s) against Dealer even if alleged or determined to constitute fraud, fraudulent inducement, or fraudulent misrepresentation and no such verbal, unwritten, electronic, or other communication shall invalidate this Agreement or any written provision herein, or serve as grounds for Buyer(s) rejection, rescission, or revocation of acceptance of this Agreement or this Unit, such that Buyer(s) cannot seek or obtain any statutory, legal, equitable or other relief against Dealer as a result thereof. Buyer(s) acknowledge and agree that all discussions, negotiations, advertisements, representations, and affirmations of fact in any format, whether verbal, written, electronic or other, which are not written in this Agreement, were not relied upon by Buyer(s), are not enforceable against Dealer, and are not enforceable against Dealer.

RV SALES - FORT MYERS

Applied by an Officer or Authorized Agent of the Company

ENCLOSURE 5

See Important Additional Terms and Conditions on reverse side.

ADDITIONAL TERMS AND CONDITIONS

Each buyer further agrees that he/she has read the following additional terms and conditions prior to signing this Agreement (continued from other side of this Agreement).

1. **IF NOT A CASH TRANSACTION.** If the purchase of the Unit is to be financed, this Agreement is subject to credit approval and assignment of a retail installment sales contract to a financial institution prior to or at the time of delivery, and the Annual Percentage Rate (APR) may be negotiated with Dealer and Dealer may receive compensation for arranging financing on customer's behalf. If financing is arranged, Buyer(s) understand he/she/they will enter into a retail installment contract and sign a security agreement or other agreement as may be required to finance Buyer(s)' purchase. If Unit is delivered prior to finance approval, Buyer(s) understand that if third party financing approval or assignment of a retail installment contract is not obtained, Buyer(s) and/or Dealer may cancel the Agreement and Buyer(s) must immediately return the Unit to the Dealer. The spot/conditional delivery agreement and retail installment contract incorporated herein and Buyer(s) assume full responsibility for all wear, tear, and/or damage during this period and will return the Unit to Dealer in the same condition as delivered within twenty-four (24) hours of notice from Dealer.

2. **TITLE: ODOMETER STATEMENT.** Title to the Unit purchased will remain with Dealer until the agreed upon purchase price is paid in full in cash or Buyer(s) have signed a retail installment contract and it has been accepted by a bank or finance company, at which time title shall pass to Buyer(s) even though the actual delivery of the vehicle purchased may be made at a later date. If the Unit is motorized, Buyer(s) agree that no statement has been made as to the number of miles on any new, used, or demo vehicles, except as set forth in the odometer mileage statement as provided by the Federal Odometer Law and on the face of this Agreement as required under state law which does not constitute a warranty, express or implied, or a contractual term of this Agreement. Buyer(s) acknowledge receipt of such Federal Odometer Statement.

3. **TRADE-IN.** If Buyer is trading in a used car, manufactured home, trailer, or other vehicle, Buyer(s) will give Dealer the original bill of sale or the title to the trade-in. Buyer(s) promise that any trade-in which Buyer(s) give in this purchase transaction is owned by Buyer(s) and is free of any lien or other claim except as noted on the other side of this Agreement. Buyer(s) promise that all taxes of every kind levied against the trade-in have been fully paid. If any government agency makes a levy or claims a tax lien or demand against the trade-in, Dealer may, at Dealer's option, either pay it and Buyer(s) will reimburse Dealer on demand, or Dealer may add that amount to this Agreement as if it had been originally included. Any trade-in delivered by Buyer(s) to Dealer in connection with this Agreement shall be accompanied by documents sufficient to enable the Dealer to obtain a title to the trade-in in accordance with applicable state law. Buyer(s) warrant that the trade-in is or will be properly titled to Buyer(s) and/or Buyer(s) have the right to sell or otherwise convey the trade-in and the trade-in has never been a salvaged, reconditioned or rebuilt, flooded or a lemon buyback, and the trade-in is free and clear of all liens or encumbrances except as may be noted on the front of this Agreement.

4. **REGISTRATION OR LICENSE OF TRADE-IN.** If Buyer(s)' trade-in is registered or licensed in a state other than where Dealer is located, Buyer(s) will, within a reasonable time, have the trade-in registered or licensed in the state where Dealer is located unless otherwise directed by Dealer. Buyer(s) will pay any and all required expenses, registration, or license fees. If Dealer licenses or registers the trade-in, Buyer(s) will reimburse Dealer on demand for any and all associated fees and costs or Buyer(s) may elect to add that amount to the Agreement as if it had been originally included.

5. **REAPPRAISAL OF TRADE-IN.** If Buyer(s)' initial trade-in value is determined by anything other than a physical appraisal by Dealer, Dealer may later reappraise and amend the value of the trade-in allowance at such time Dealer has the opportunity to perform a physical appraisal of the trade-in. This physical appraisal will then determine the actual trade-in allowance provided on the front side of this Agreement.

6. **FAILURE TO COMPLETE PURCHASE.** Buyer(s) agree to pay the balance owed on the terms and accept delivery of the Unit within forty-eight (48) hours after being notified that the Unit is ready for delivery. Failure to timely accept delivery by Buyer(s) shall give Dealer the right to dispose of any trade-in, trading any cash consideration received as a deposit and retaining the same, and at Dealer's option, the right to retain any deposit and pursue any other remedy available under the law to adequately compensate Dealer's incidental and consequential damages and all other damages, costs, expenses, or losses incurred by Dealer because Buyer(s) failed to complete this purchase. If Dealer paid any negative equity balance on the trade-in Buyer(s) shall pay to Dealer the amount paid on Buyer(s)' behalf. If Dealer brings an action or involves an attorney to enforce the terms of this section, Buyer(s) agree to pay Dealer's reasonable attorneys' fees, court costs, and other expenses incurred in pursuing such action.

7. **DEALER NOT AGENT OF MANUFACTURER.** Dealer is in no respect the agent of the manufacturer. Dealer is not responsible for changes by the manufacturer in the price, available rebate, design or accessories of specially ordered vehicles. If Dealer's price increases on a specially ordered vehicle, or if a rebate to be received by Dealer is reduced or eliminated, the Buyer(s)' price will be increased by a like amount. If Buyer(s) are dissatisfied with the increase, Buyer(s) may cancel this order and Buyer(s)' deposit and trade-in or the actual cash value of the trade-in, if sold, minus any loan, will be refunded. Buyer(s) understand that the Unit and any component part manufacturer may, from time to time, change the model, design, or other elements, including the parts and accessories, in the Unit and at any time a manufacturer makes such changes, neither Dealer nor manufacturer are obligated to make the same changes to Buyer(s)' Unit, even if such changes are made prior to delivery of the Unit.

8. **DELAYS.** Buyer(s) will not hold Dealer liable for any delay caused by the Unit or any component part manufacturer, accidents, strikes, fires, Acts of God, or any other cause beyond Dealer's control.

9. **BUYER(S) INSPECTION AND ACCEPTANCE OF UNIT.** Buyer(s) understand that damage may have occurred to the Unit at the manufacturer(s)' factory, during transport to Dealer, or while in Dealer's possession, on Dealer's premises, or at a show or promotional event. Buyer(s) acknowledge that such damage to the Unit, if any occurred, is typically corrected by the factory or repaired by the Dealer prior to delivery. Upon taking delivery of the Unit, Buyer(s) acknowledge: (i) having received ample opportunity for, and actually inspecting the Unit as fully as Buyer(s) desire and (ii) utilizing and relying solely upon Buyer(s)' own judgment to inspect and determine that the Unit is of adequate quality, merchantable, and otherwise fit for the purposes intended by Buyer(s) such that Buyer(s) accept the Unit in its condition as of the date Buyer(s) sign the front page of this Agreement. Buyer(s) further acknowledge that Buyer(s) did not make Dealer aware, and that Dealer was unaware, implicitly or expressly, of any particular purpose intended by Buyer(s) for the Unit. Consequently, Buyer(s) have not relied upon Dealer's skill or judgment in the selection or delivery of the Unit. Buyer(s) acknowledge that Dealer has not made any representation regarding the Unit's condition, history, status, prior usage, quality of or regularity of care or servicing, nor the existence of prior damage and/or repair of damage except as required by law.

10. DISCLAIMER OF WARRANTIES AND LIMITATION/EXCLUSION OF REMEDIES. DEALER 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 SUCH WARRANTIES SHALL NOT APPLY TO THIS TRANSACTION OR THE UNIT. BUYER(S) UNDERSTAND AND AGREE THAT DEALER MAKES NO WARRANTY ON THIS UNIT AND THAT ANY PRE-DELIVERY INSPECTION OR SERVICE PERFORMED DOES NOT CONSTITUTE OR CREATE ANY DEALER WARRANTY OF ANY TYPE, EXPRESS OR IMPLIED. BUYER(S) UNDERSTAND AND AGREE THAT ALL TERMS OF THIS AGREEMENT ARE BINDING AND SHALL APPLY IN ALL INSTANCES, EVEN IF BUYER(S) ELECT TO PURCHASE AN EXTENDED SERVICE CONTRACT. BUYER(S) UNDERSTAND AND AGREE THAT THE EXPRESS TERMS OF ANY MANUFACTURERS WRITTEN WARRANTY, TO THE EXTENT ANY EXIST AND APPLY TO THE UNIT, CONTAIN AND CONSTITUTE BUYER(S)' EXCLUSIVE AND SOLE REMEDY FOR ANY PROBLEMS OR DEFECTS THE UNIT MIGHT CONTAIN. BUYER(S) UNDERSTAND AND AGREE THAT ANY OTHER POTENTIALLY AVAILABLE REMEDY, UNDER THE UNIFORM COMMERCIAL CODE OR OTHERWISE, INCLUDING BUT NOT LIMITED TO REJECTION, RESCISSION, OR REVOCATION OF ACCEPTANCE, ARE HEREBY DISCLAIMED BY AND UNAVAILABLE AGAINST DEALER. BUYER(S) UNDERSTAND AND AGREE THAT THE TERMS OF THIS AGREEMENT, INCLUDING ALL DISCLAIMERS OF WARRANTIES AND DAMAGES, ARE "CONSPICUOUS" AND SHALL APPLY UNDER ALL CIRCUMSTANCES, EVEN IF BUYER(S)' AVAILABLE REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.

11. **EXCLUSION OF INCIDENTAL AND CONSEQUENTIAL DAMAGES.** Incidental and consequential damages arising out of the sale, use, servicing and/or quality of this Unit, including, but not limited to, any loss of use, loss of time, inconvenience, aggravation, loss of wages/earnings/income, fuel/transportation expenses, hotel/motel costs, insurance, storage, rental or replacement, altered or cancelled trips/vacations, the cost of any food/meals and any other incidental and consequential damages are specifically excluded and Dealer specifically disclaims liability for any such incidental and/or consequential damages. Buyer(s) acknowledge he/she/they shall not seek or recover such incidental or consequential damages from Dealer. Buyer(s) acknowledge this disclaimer of incidental and consequential damages is independent of and shall survive any failure of the essential purpose of any warranty or remedy.

12. **NON-DEALER WARRANTY(S) (IF APPLICABLE).** Buyer(s) understand and agree that manufacturer(s) written warranty(s), if any are applicable to this Unit, were fully and conspicuously disclosed in writing by Dealer, by Dealer disclosing and providing any such written instruments to Buyer(s) prior to Buyer(s) signing the front side of this Agreement and Buyer(s) acknowledge having physically received such written instruments. Buyer(s) acknowledge that Dealer is not an agent of the manufacturer and that Dealer has not represented or misrepresented the terms of any applicable manufacturer(s) written warranty(s) because either (i) Buyer(s) have read to his/her/their satisfaction the actual terms of any such written instruments, which expressly state the coverage, application period, conditions, and exclusions or (ii) Buyer(s) have voluntarily chosen not to read such warranty(s).

13. **TAXES, INSURANCE.** Buyer(s) shall be liable for all sales, use, or other taxes of a similar nature applicable to the transaction unless such payment is otherwise prohibited by law. Buyer(s) assume responsibility to cover the Unit described on the front of this Agreement with necessary and proper insurance coverage and assumes all legal liability arising from the operation of the Unit from the time of delivery. Buyer(s) understand that Buyer(s) are not covered by insurance on the Unit until Buyer(s)' insurance company accepts coverage on the Unit. Buyer(s) agree to hold Dealer harmless from any and all claims due to loss or damage prior to Buyer(s)' insurance company accepting coverage on the Unit.

14. **CHOICE OF LAW AND VENUE FEES.** Any controversy, dispute or claim arising out of or relating to this Agreement or breach thereof shall be interpreted under the laws of the state in which Dealer is located and venue will be in the state and county in which Dealer is located or the applicable federal court. If Dealer brings a legal action to enforce or interpret this Agreement and prevails, Buyer(s) shall pay Dealer's reasonable attorneys' fees and costs incurred in such action. If Buyer(s) bring an action based on this Agreement and does not prevail, Buyer(s) shall pay Dealer's reasonable attorneys' fees and costs incurred in the defense of such action or any part thereof.

15. **WAIVER OF JURY TRIAL; CLASS ACTIONS.** Buyer(s) agree that any controversy, dispute or claim arising out of or relating to this Agreement or breach thereof will be decided by a judge, rather than a jury. Buyer(s) further agree in connection with this purchase to waive Buyer(s)' right to participate as a class member in any class action lawsuit that might be brought against Dealer.

16. **SEVERABILITY.** Buyer(s) and Dealer agree that each portion of this Agreement is such that if any term, provision or paragraph is found to be invalid, voidable, or unenforceable for any reason, such provision or paragraph may be severed and all other portions of this Agreement shall remain valid and enforceable.

"EXHIBIT B"

FL-102 10/10/2015

Retail Installment Contract and Security Agreement

Seller Name and Address

Camping World RV Sales - Fort Myers
4681 Waycross Rd
Fort Myers, FL 33905

Buyer(s) Name(s) and Address(es)

PALM BAY, FL

Summary

No. _____

Date _____

10/16/2021

Buyers' Month of Birth November

☐ Business, commercial or agricultural purpose Contract.

Documentary Stamp Tax. Florida documentary stamp tax required by law in the amount of \$ 172.20 has been paid or will be paid directly to the Florida Department of Revenue. Certificate of Registration No. _____

Truth-In-Lending Disclosure

Annual Percentage Rate The cost of your credit as a yearly rate.	Finance Charge The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid when you have made all scheduled payments.	Total Sale Price The total cost of your purchase on credit, including your down payment of
7.99 %	\$ 35,592.98	\$ 49,104.22	\$ 84,697.20	\$ 8,000.00 \$ 92,697.20

Payment Schedule. Your payment schedule is:

No. of Payments	Amount of Payments	When Payments are Due
180	\$ 470.54	Monthly, beginning on 11/30/2021.
N/A	N/A	NOT APPLICABLE
N/A	N/A	NOT APPLICABLE

Security. You are giving us a security interest in the Property purchased.

Late Charge. If all or any portion of a payment is not paid within 10 days of its due date, you will be charged a late charge of 5% of the unpaid amount of the payment due.

Prepayment. If you pay off this Contract early, you may have to pay a penalty.

Contract Provisions. You can see the terms of this Contract for any additional information about nonpayment, default, any required repayment before the scheduled date, and prepayment refunds and penalties.

Description of Property

Year	Make	Model	Style	Vehicle Identification Number	Odometer Mileage
2019	COUGAR	368MBI	FifthWheel	4YDT36825K2	0
☐ New ☒ Used ☐ Demo					
2019 COUGAR 368MBI FifthWheel 4YDT36825K2					

Description of Trade-In

N/A

Conditional Delivery

☐ **Conditional Delivery.** If checked, you agree that the following agreement regarding securing financing ("Agreement") applies: N/A

The Agreement is part of this Contract. The Agreement will no longer control after the assignment is accepted. If there are any conflicts between the terms of the Agreement and the Contract, the terms of this Contract will apply.

Sales Agreement

Payment. You promise to pay us the principal amount of \$ 49,104.22 plus finance charges accruing on the unpaid balance at the rate of 7.99 % per year from the date of this Contract until paid in full. You agree to pay this Contract according to the payment schedule and late charge provisions shown in the *Truth-In-Lending Disclosure*. You also agree to pay any additional amounts according to the terms and conditions of this Contract.

Down Payment. You also agree to pay or apply to the Cash Price, on or before the date of this Contract, any cash, rebate and net trade-in value described in the *Itemization of Amount Financed*.

☐ You agree to make deferred down payments as set forth in your Payment Schedule.

Retail Installment Contract-FL Not for use in transactions secured by a dwelling.

Bankers Systems®
©2017 The Reynolds and Reynolds Company
THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO CONTENT OR FITNESS FOR PURPOSE OF THIS FORM. CONSULT YOUR OWN LEGAL COUNSEL.

FL 10/10/2015

Page 1 of 5

Customer Here

☐ **Loan Processing Fee.** You agree to pay a loan processing fee of \$ 0.00 that will be ☐ paid in cash, ☐ financed over the term of the Contract.

☒ **Pre-delivery Service Fee.** You agree to pay a pre-delivery service fee of \$ 499.00 that will be ☐ paid in cash,

☒ financed over the term of the Contract. 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.

☐ **Minimum Finance Charge.** You agree to pay a minimum finance charge of \$ 0.00 If you pay this Contract in full before we have earned that much in finance charges.

Itemization of Amount Financed

a. Price of Vehicle, etc. (incl. sales tax of \$ <u>3,208.92</u>)	\$ <u>47,824.92</u>
b. Pre-delivery service fee	\$ <u>499.00</u>
c. Cash Price (a+b)	\$ <u>48,323.92</u>
d. Trade-in allowance	\$ <u>0.00</u>
e. Less: Amount owing, paid to (includes m): <u>N/A</u>	\$ <u>0.00</u>
f. Net trade-in (d-e; if negative, enter \$0 here and enter the amount on line m)	\$ <u>0.00</u>
g. Cash payment	\$ <u>8,000.00</u>
h. Manufacturer's rebate	\$ <u>0.00</u>
i. Deferred down payment	\$ <u>0.00</u>
j. Other down payment (describe) <u>N/A</u>	\$ <u>0.00</u>
k. Down Payment (f+g+h+i+j)	\$ <u>8,000.00</u>
l. Unpaid balance of Cash Price (c-k)	\$ <u>40,323.92</u>
m. Financed trade-in balance (see line f)	\$ <u>0.00</u>
n. Paid to public officials, including filing fees	\$ <u>159.10</u>
o. Insurance premiums paid to insurance company(ies) (See <i>Insurance Disclosures</i> section for coverage and benefits types.)	\$ <u>0.00</u>
p. Service Contract, paid to: <u>Assurant</u>	\$ <u>4,959.00</u>
q. To: <u>GAP paid to Safe Guard</u>	\$ <u>1,495.00</u>
r. To: <u>Paint Protection paid to Metro Tech</u>	\$ <u>1,995.00</u>
s. To: <u>Doc Stamp Fee</u>	\$ <u>172.20</u>
t. To: <u>N/A</u>	\$ <u>0.00</u>
u. To: <u>N/A</u>	\$ <u>0.00</u>
v. To: <u>N/A</u>	\$ <u>0.00</u>
w. To: <u>N/A</u>	\$ <u>0.00</u>
x. To: <u>N/A</u>	\$ <u>0.00</u>
y. To: <u>N/A</u>	\$ <u>0.00</u>
z. To: <u>N/A</u>	\$ <u>0.00</u>
aa. Total Other Charges/Amts Paid (m thru z)	\$ <u>8,780.30</u>
bb. Prepaid Finance Charge	\$ <u>0.00</u>
cc. Amount Financed (l+aa-bb)	\$ <u>49,104.22</u>

We may retain or receive a portion of any amounts paid to others.

Insurance Disclosures

Credit Insurance. Credit life and credit disability (accident and health) are not required to obtain credit and are not a factor in the credit decision. We will not provide them unless you sign and agree to pay the additional premium. If you want such insurance, we will obtain it for you (if you qualify for coverage). We are quoting below only the coverages you have chosen to purchase.

Credit Life

☐ Single ☐ Joint ☒ None

Premium \$ 0.00 Term N/A

Insured N/A

Credit Disability

☐ Single ☐ Joint ☒ None

Premium \$ 0.00 Term N/A

Insured N/A

Your signature below means you want (only) the insurance coverage(s) quoted above. If "None" is checked, you have declined the coverage we offered.

By: 

DOB 

By: N/A

N/A

DOB DOB

By: N/A

N/A

DOB DOB

Property Insurance. You must insure the Property. You may purchase or provide the insurance through any insurance company reasonably acceptable to us. The collision coverage deductible may not exceed \$ \$2,500. If you get insurance from or through us you will pay \$ 0.00 for N/A of coverage.

This premium is calculated as follows:

☐ \$ <u>0.00</u> Deductible, Collision Cov.	\$ <u>0.00</u>
☐ \$ <u>0.00</u> Deductible, Comprehensive	\$ <u>0.00</u>
☐ Fire-Theft and Combined Additional Cov.	\$ <u>0.00</u>
☐ <u>N/A</u>	\$ <u>0.00</u>

LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED UNLESS CHECKED AND INDICATED.

(This area intentionally left blank.)

Retail Installment Contract-FL Not for use in transactions secured by a dwelling.

Bankers Business®
©2017 The Reynolds and Reynolds Company
THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO CONTENT OR FITNESS FOR PURPOSE OF THIS FORM. CONSULT YOUR OWN LEGAL COUNSEL.

LZFL 10/10/2015

Page 2 of 5

Customer Initial Here

☐ **Single-Interest Insurance.** You must purchase single-interest insurance. The coverage may be obtained from a company of your choice, reasonably acceptable to us. If you buy the coverage from or through us, you will pay \$ N/A for N/A of coverage. This insurance is solely for the interest of the Seller, its successors and assigns, and no protection exists for your benefit. You authorize us to purchase Single-Interest Insurance.

By: N/A N/A
Date

By: N/A N/A
Date

By: N/A N/A
Date

Additional Protections

You may buy any of the following voluntary protection plans. They are not required to obtain credit, are not a factor in the credit decision, and are not a factor in the terms of the credit or the related sale of the Vehicle. The voluntary protections will not be provided unless you sign and agree to pay the additional cost.

Your signature below means that you want the described item and that you have received and reviewed a copy of the contract(s) for the product(s). If no coverage or charge is given for an item, you have declined any such coverage we offered.

☒ Service Contract

Term 48 months
Price \$ 4,959.00
Coverage as per Vehicle Service Contract

☒ Gap Waiver or Gap Coverage

Term 72 months
Price \$ 1,495.00
Coverage as per GAP Contract

☒ Paint Protection

Term 60 months
Price \$ 1,995.00
Coverage as per Paint Protection Contract

By: [Redacted] 16/2021
Date

By: N/A N/A
Date

By: N/A N/A
Date

Additional Terms of the Sales Agreement

Definitions. "Contract" refers to this Retail Installment Contract and Security Agreement. The pronouns "you" and "your" refer to each Buyer signing this Contract, and any guarantors, jointly and individually. The pronouns "we", "us" and "our" refer to the Seller and any entity to which it may transfer this Contract. "Vehicle" means each motor vehicle described in the Description of Property section. "Property" means the Vehicle and all other property described in the Description of Property and Additional Protections sections.

Purchase of Property. You agree to purchase the Property from Seller, subject to the terms and conditions of this Contract. Seller will not make any repairs or additions to the Vehicle except as noted in the Description of Property section.

You have been given the opportunity to purchase the Property and described services for the Cash Price or the Total Sale Price. The "Total Sale Price" is the total price of the Property if you buy it over time.

Deferment. We may agree to defer the scheduled due date of all or any part of any installment payment, and will collect a \$15.00 fee for such deferment. You must maintain the insurance on the Property required by this Contract during any deferment period. You may extend any optional insurance you bought with this Contract if the insurance company or your insurance contract allows the extension and if you pay the extension charge. In addition to the \$15.00 deferment fee and the costs of extending required or optional insurance, you will also be required to pay additional finance charges as a result of exercising the deferment option.

General Terms. The Total Sale Price shown in the Truth-In-Lending Disclosure assumes that all payments will be made as scheduled. The actual amount you will pay will be more if you pay late and less if you pay early.

We do not intend to charge or collect, and you do not agree to pay, any finance charge or fee that is more than the maximum amount permitted for this sale by state or federal law. If you pay a finance charge or fee that exceeds that maximum amount, we will first apply the excess amount to reduce the principal balance and, when the principal has been paid in full, refund any remaining amount to you.

You understand and agree that some payments to third parties as a part of this Contract may involve money retained by us or paid back to us as commissions or other remuneration.

You agree that the Property will not be used as a dwelling.

Prepayment. You may prepay this Contract in full or in part at any time. We may impose an acquisition charge of \$75.00 for services performed in processing this Contract if it is paid in full within 6 months after the Contract's effective date. Any partial prepayment will not excuse any later scheduled payments. If we get a refund of any unearned insurance premiums that you paid, you agree that we may subtract the refund from the amount you owe, unless otherwise provided by law.

Returned Payment Charge. If you make any payment required by this Contract that is returned or dishonored, you agree to pay a service charge that is the greater of 5% of the face amount of the instrument, (including orders of payment, debit card orders, or electronic funds transfers), or: \$25.00, if the face value of the instrument does not exceed \$50.00; \$30.00 if the face value exceeds \$50.00 but does not exceed \$300.00; \$40.00 if the face value exceeds \$300.00.

Governing Law and Interpretation. This Contract is governed by the law of Florida and applicable federal law and regulations.

If any section or provision of this Contract is not enforceable, the other terms will remain part of this Contract. You authorize us to correct any clerical error or omissions in this Contract or in any related document.

Name and Location. Your name and address set forth in this Contract are your exact legal name and your principal residence. You will provide us with at least 30 days notice before you change your name or principal residence.

Telephone Monitoring and Calling. You agree that we may from time to time monitor and record telephone calls made or received by us or our agents regarding your account to assure the quality of our service, in order for us to service the account or to collect any amounts you may owe, and subject to applicable law, you agree that we may from time to time make calls and send text messages to you using prerecorded/artificial voice messages or through the use of an automatic dialing device at any telephone number you provide to us in connection with your account, including a mobile telephone number that could result in charges to you.

Default. You will be in default on this Contract if any one of the following occurs (except as prohibited by law):

- ♦ You fail to perform any obligation that you have undertaken in this Contract.
- ♦ We, in good faith, believe that you cannot, or will not, pay or perform the obligations you have agreed to in this Contract.

If you default, you agree to pay our court costs and fees for repossession, repair, storage and sale of the Property securing this Contract. You also agree to pay reasonable attorneys' fees after default and referral to an attorney not a salaried employee of ours.

If an event of default occurs as to any of you, we may exercise our remedies against any or all of you.

Remedies. If you are in default on this Contract, we have all of the remedies provided by law and this Contract. Those remedies include:

- ◆ We may require you to immediately pay us, subject to any refund required by law, the remaining unpaid balance of the amount financed, finance charges and all other agreed charges.
- ◆ We may pay taxes, assessments, or other liens or make repairs to the Property if you have not done so. We are not required to do so. You will repay us that amount immediately. That amount will earn finance charges from the date we pay it at the post-maturity rate described in the *Payment* section until paid in full.
- ◆ We may require you to make the Property available to us at a place we designate that is reasonably convenient to you and us.
- ◆ We may immediately take possession of the Property by legal process or self-help, but in doing so we may not breach the peace or unlawfully enter onto your premises.
- ◆ We may then sell the Property and apply what we receive as provided by law to our reasonable expenses and then toward what you owe us.
- ◆ Except when prohibited by law, we may sue you for additional amounts if the proceeds of a sale do not pay all of the amounts you owe us.

By choosing any one or more of these remedies, we do not give up our right to later use another remedy. By deciding not to use any remedy, we do not give up our right to consider the event a default if it happens again.

You agree that if any notice is required to be given to you of an intended sale or transfer of the Property, notice is reasonable if mailed to your last known address, as reflected in our records, at least 10 days before the date of the intended sale or transfer (or such other period of time as is required by law).

You agree that we may take possession of personal property left in or on the Property securing this Contract and taken into possession as provided above. You may have a right to recover that property.

If the Property has an electronic tracking device, you agree that we may use the device to find the vehicle.

Obligations Independent. Each person who signs this Contract agrees to pay this Contract according to its terms. This means the following:

- ◆ You must pay this Contract even if someone else has also signed it.
- ◆ We may release any co-buyer or guarantor and you will still be obligated to pay this Contract.
- ◆ We may release any security and you will still be obligated to pay this Contract.
- ◆ If we give up any of our rights, it will not affect your duty to pay this Contract.
- ◆ If we extend new credit or renew this Contract, it will not affect your duty to pay this Contract.

Warranty. Warranty information is provided to you separately.

Security Agreement

Security. To secure your payment and performance under the terms of this Contract, you give us a security interest in the Vehicle, all accessories, attachments, accessories, and equipment placed in or on the Vehicle and in all other Property. You also assign to us and give us a security interest in proceeds and premium refunds of any insurance and service contracts purchased with this Contract.

Duties Toward Property. By giving us a security interest in the Property, you represent and agree to the following:

- ◆ You will defend our interests in the Property against claims made by anyone else. You will keep our claim to the Property ahead of the claim of anyone else. You will not do anything to change our interest in the Property.
- ◆ You will keep the Property in your possession and in good condition and repair. You will use the Property for its intended and lawful purposes.
- ◆ You agree not to remove the Property from the U.S. without our prior written consent.
- ◆ You will not attempt to sell the Property, transfer any rights in the Property, or grant another lien on the Property without our prior written consent.
- ◆ You will pay all taxes and assessments on the Property as they become due.
- ◆ You will notify us with reasonable promptness of any loss or damage to the Property.

- ◆ You will provide us reasonable access to the Property for the purpose of inspection. Our entry and inspection must be accomplished lawfully, and without breaching the peace.

Agreement to Provide Insurance. You agree to provide property insurance on the Property protecting against loss and physical damage and subject to a maximum deductible amount indicated in the *Insurance Disclosures* section, or as we will otherwise require. You will name us as loss payee on any such policy. Generally, the loss payee is the one to be paid the policy benefits in case of loss or damage to the Property. In the event of loss or damage to the Property, we may require additional security or assurances of payment before we allow insurance proceeds to be used to repair or replace the Property. You agree that if the insurance proceeds do not cover the amounts you still owe us, you will pay the difference. You may purchase or provide the insurance from any insurance provider that is reasonably acceptable to us. Your choice of an insurance provider will not affect the credit decision. We may impose reasonable requirements concerning the extent of coverage and the financial soundness of the insurance provider. You will keep the insurance in full force and effect until this Contract is paid in full.

If you fail to obtain or maintain this insurance, or name us as loss payee, we may obtain insurance to protect our interest in the Property. This insurance may be written by a company other than one you would choose. It may be written at a rate higher than a rate you could obtain if you purchased the property insurance required by this Contract. We will add the premium for this insurance to the amount you owe us. Any amount we pay will be due immediately. This amount will earn finance charges from the date paid at the rate described in the *Payment* section until paid in full.

Gap Waiver or Gap Coverage. In the event of theft or damage to the Vehicle that results in a total loss, there may be a gap between the amount due under the terms of the Contract and the proceeds of your insurance settlement and deductibles. You are liable for this difference. You have the option of purchasing Gap Waiver or Gap Coverage to cover the gap liability, subject to any conditions and exclusions in the Gap Waiver or Gap Coverage agreements.

Notices

Note. If the primary use of the Vehicle is non-consumer, this is not a consumer contract, and the following notice does not apply. **NOTICE. ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.**

If you are buying a used vehicle: The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

Si compra un vehículo usado: La información que ve adherida en la ventanilla forma parte de este contrato. La información contenida en el formulario de la ventanilla prevalece por sobre toda otra disposición en contrario incluida en el contrato de compraventa.

Third Party Agreement

(This section applies ONLY to a person who will have an ownership interest in the Property but is NOT a Buyer obligated to pay this Contract ("Third Party Owner").)

In this section only, "you" means only the person signing this section.

By signing below you agree to give us a security interest in the Property described in the *Description of Property* section. You also agree to the terms of this Contract except that you will not be liable for the payments it requires. Your interest in the Property may be used to satisfy the Buyer's obligation. You agree that we may renew, extend or change this Contract, or release any party or Property without releasing you from this Contract. We may take these steps without notice or demand upon you.

You acknowledge receipt of a completed copy of this Contract.

NOT APPLICABLE

By: NOT APPLICABLE

Signature of Third Party Owner (NOT the Buyer)

N/A

Date

☐ **Electronic Signature Acknowledgment.** You agree that (i) you viewed and read this entire Contract before signing it, (ii) you signed this Contract with one or more electronic signatures, (iii) you intend to enter into this Contract and your electronic signature has the same effect as your written ink signature, (iv) you received a paper copy of this Contract after it was signed, and (v) the authoritative copy of this Contract shall reside in a document management system held by Seller in the ordinary course of business. You understand that Seller may transfer this Contract to another company in the electronic form or as a paper version of that electronic form which would then become the authoritative copy. Seller or that other company may enforce this Contract in the electronic form or as a paper version of that electronic form. You may enforce the paper version of the Contract copy that you received.

Signature Notices

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this Contract and retain its right to receive a part of the Finance Charge.

Signatures

Entire Agreement. Your and our entire agreement is contained in this Contract. There are no unwritten agreements regarding this Contract. Any change to this Contract must be in writing and signed by you and us.

10/16/2021

Date

By: N/A

N/A

Date

By: N/A

N/A

Date

Notice to Buyer. a. Do not sign this Contract before you read it or if it contains any blank spaces. b. You are entitled to an exact copy of the Contract you sign. Keep it to protect your legal rights.

By signing below, you agree to the terms of this Contract. You received a copy of this Contract and had a chance to read and review it before you signed it.

Buyer

10/16/2021

Date

By: N/A

N/A

Date

By: N/A

N/A

Date

Seller

10/16/2021

By: Camping World RV Sales - Fort Myers

Date

Assignment. This Contract and Security Agreement is assigned to
Bank Of The West

PO Box 2497, Omaha, NE 68103-2497

the Assignee, phone 800-843-2327. This assignment is made
under the terms of a separate agreement made between the Seller and Assignee.

☐ This Assignment is made with recourse.

Seller

10/16/2021

By: Camping World RV Sales - Fort Myers

Date

"EXHIBIT C"



**KEYSTONE
RV COMPANY**

**RECREATIONAL VEHICLE
SAFETY RECALL NOTICE**

Safety Recall: 21V-380

Safety Advisory: 21-411

September 29, 2022

IMPORTANT SAFETY RECALL – 2nd Notice



This notice applies to your vehicle: 4YDF36825K [REDACTED]

Dear [REDACTED]:

This notice is sent to you in accordance with the requirements of the National Traffic and Motor Vehicle Safety Act.

**Our records indicate
YOUR UNIT HAS NOT BEEN
REMEDIED.**

Please DO NOT ignore this notice!

Keystone RV Company has decided that a defect which relates to motor vehicle safety exists in certain model 2017-2021 Cougar Fifth Wheels. As a result, Keystone RV is conducting a safety recall. We apologize for any inconvenience this action may cause you; however your safety and continued satisfaction are of the utmost importance to us.

***Reason for
this recall***

It has been decided under certain side load stress conditions the frame exhibits excessive flexing at the area of the axle spring hangers. Under certain conditions during travel, the frame rail may yield and buckle possibly leading to an increased failure and vehicle crash.

***What we
will do***

Keystone representatives have been in contact with the staff at your selling dealership regarding this situation. The remedy is to add cross braces between each spring hanger and an outrigger between the tires on the off door side of the vehicle. The service and parts required for this corrective action will be provided at no charge to you.

PO Box 2000 – Goshen, IN 46527-2000
Phone: (574) 535-2100 – Fax: (574) 535-2100
www.keystonerv.com

*What we
need you to
do*

Unload the vehicle before transporting to the dealer for repairs. As soon as possible, please make an appointment to have your RV serviced by your dealership. The labor time to perform this correction is approximately 1 hour. Please ask your dealer if you wish to know how much additional time will be needed to schedule and process your RV for this repair.

BE ADVISED -

**Damage caused by failure to have the
recall remedy completed will be the
responsibility of the owner.**

*If you have
questions*

Your dealer is best equipped to obtain parts and provide service to ensure your RV is corrected as promptly as possible. Please contact Keystone Customer service if your dealer is unable to assist or if you take your RV to your dealer on the agreed service date, and the dealer does not remedy the condition within a reasonable amount of time, or without charge to you. You may be eligible to receive reimbursement if you paid to have the defect resolved prior to receiving this correspondence. Keystone Customer Service is available toll-free at 1-866-425-4369.

If after contacting Keystone Customer Service you are still not satisfied we have done our best to remedy this situation, you may also submit a written complaint to: Administrator, National Highway Traffic Safety Administration, 1200 New Jersey Avenue, SE, Washington, DC 20590. You may call the toll-free Vehicle Safety Hotline at 1-888-327-4236 (TTY: 1-800-424-9153; or go to <http://www.safercar.gov>.) Federal regulations require that any vehicle lessor receiving this recall notice must forward a copy of this notice to the lessee within ten days.

Thank you for your attention and cooperation in this matter.

Sincerely,

KEYSTONE RV COMPANY

Rick Deisler

Vice President Service Operations

cc: National Highway Traffic Safety Administration (NHTSA)



Component Name 1 : Cougar Frame

Component Description : Frame - CG368MBI

Component Part Number : 609486

Supplier Identification :

Component Manufacturer

Name : NR

Address : NR

NR

Country : NR

Chronology :

11/23/2020 - 2/1/2021 - Through normal warranty data processing it was discovered that an issue existed where Cougar Frames were experiencing cracks in the frame over the spring hangers or the frame rail was failing at the spring hanger. Warranty claims were reviewed. Frame designs and frame specifications were reviewed with Lippert during this time frame.

2/1/2021 - After reviewing specifications and model review of the Cougar product, Engineering requested that warranty claims review to be extended to other models and divisions.

3/12/2021 - Claims review completed and no further issues were found on any other products. Information presented to engineering for further frame and product review.

4/29/2021 - Keystone Safety Committee reviewed the information and concluded that the data reviewed indicated a unanimous vote for a voluntary recall. Investigation called for to determine affected unit range.

5/18/2021 - Scope and range determined

Description of Remedy :

Description of Remedy Program : The remedy is to add cross braces between each spring hanger and an outrigger between the tires on the off door side of the vehicle. Manufacturer Reimbursement Plan on file as of 10/07/2020. General reimbursement plan to be updated every two years. New vehicles are covered under warranty.

How Remedy Component Differs from Recalled Component : The cross braces will be added to reinforce the current frame above the axles.

Identify How/When Recall Condition was Corrected in Production : Units in the range were older builds and shipped prior to the decision to recall.

Recall Schedule :

Description of Recall Schedule : Keystone will notify the dealers and owners of the recreational vehicles by letter. A final copy of the owner letter will be provided to NHTSA, along with the dealer repair procedures.

Planned Dealer Notification Date : JUL 15, 2021 - JUL 15, 2021

Planned Owner Notification Date : JUL 15, 2021 - JUL 15, 2021

* NR - Not Reported

"EXHIBIT D"



**KEYSTONE
RV COMPANY**

**RECREATIONAL VEHICLE
SAFETY RECALL NOTICE**

Safety Recall: 20V-398

Safety Advisory: 20-381

October 13, 2022

IMPORTANT SAFETY RECALL – 2nd Notice

PALM BAY, FL



This notice applies to your vehicle: 4YDF36825K

Dear :

This notice is sent to you in accordance with the requirements of the National Traffic and Motor Vehicle Safety Act.

**Our records indicate
YOUR UNIT HAS NOT BEEN
REMEDIED.
Please **DO NOT** ignore this notice!**

Keystone RV Company has decided that a defect which relates to motor vehicle safety exists in certain model 2019 – 2020 Carbon, Cougar, Fuzion, Impact, and Raptor Fifth Wheels. As a result, Keystone RV is conducting a safety recall. We apologize for any inconvenience this action may cause you; however your safety and continued satisfaction are of the utmost importance to us.

***Reason for
this recall***

It has been decided some Furrion over the air (OTA) antenna wings are separating from the mounting base on certain fifth wheel models. If the antenna wing completely separates from the mounting base while the recreational vehicle is in transit, it could become a road hazard, potentially increasing the risk of a crash or injury.

***What we
will do***

Keystone representatives have been in contact with the staff at your selling dealership regarding this situation. The remedy is to replace the Furrion wing style antenna with a Winegard dome style antenna. The service and parts required for this corrective action will be provided at no charge to you.

PO Box 2000 - Goshen, IN 46527-2000
Phone: (574) 535-2100 - Fax: (574) 535-2199
www.keystonerv.com

***What we
need you to
do***

Inspect your antenna to see if it is loose or detached. As soon as possible, please make an appointment to have your RV serviced by your dealership. The labor time to perform this correction is approximately 1 hour. Please ask your dealer if you wish to know how much additional time will be needed to schedule and process your RV for this repair.

**BE ADVISED –
Damage caused by failure to have the
recall remedy completed will be the
responsibility of the owner.**

***If you have
questions***

Your dealer is best equipped to obtain parts and provide service to ensure your RV is corrected as promptly as possible. Please contact Keystone Customer service if your dealer is unable to assist or if you take your RV to your dealer on the agreed service date, and the dealer does not remedy the condition within a reasonable amount of time, or without charge to you. You may be eligible to receive reimbursement if you paid to have the defect resolved prior to receiving this correspondence. Keystone Customer Service is available toll-free at 1-866-425-4369.

If after contacting Keystone Customer Service you are still not satisfied we have done our best to remedy this situation, you may also submit a written complaint to: Administrator, National Highway Traffic Safety Administration, 1200 New Jersey Avenue, SE, Washington, DC 20590. You may call the toll-free Vehicle Safety Hotline at 1-888-327-4236 (TTY: 1-800-424-9153; or go to <http://www.nhtsa.gov>.) Federal regulations require that any vehicle lessor receiving this recall notice must forward a copy of this notice to the lessee within ten days.

Thank you for your attention and cooperation in this matter.

Sincerely,

KEYSTONE RV COMPANY

cc: National Highway Traffic Safety Administration (NHTSA)



Part 573 Safety Recall Report**20V-398****Manufacturer Name :** Keystone RV Company**Submission Date :** JUL 07, 2020**NHTSA Recall No. :** 20V-398**Manufacturer Recall No. :** 20-381**Manufacturer Information :****Manufacturer Name :** Keystone RV Company**Address :** PO Box 2000
2642 Hackberry Drive Goshen IN
46527**Company phone :** 574-535-2100**Population :****Number of potentially involved :** 8,313**Estimated percentage with defect :** 6 %**Vehicle Information :****Vehicle 1 :** 2019-2020 Keystone Carbon 337, 347, 348, 357, 358, 364, 387, 403, 417**Vehicle Type :** TRAILERS**Body Style :****Power Train :** NR**Descriptive Information :** Fifth wheel units with Furrion over the air TV antenna.
Model Carbon 402 units.**Production Dates :** OCT 03, 2018 - OCT 23, 2019**VIN Range 1 :** Begin: 4YDF35728K [REDACTED] End: 4YDF35721KR [REDACTED] ☒ Not sequential**VIN Range 2 :** Begin: 4YDF34726L [REDACTED] End: 4YDF40330LR [REDACTED] ☒ Not sequential**Vehicle 2 :** 2019-2020 Keystone Cougar 23MLS, 24RDS, 25RES, 25RESWE, 27SGS, 29MBS, 29RDB, 29RDBWE, 29RES, 29RES, 29RKS, 302RLS, 307RES, 30RLS, 315RLS, 32BHS, 32DBH, 338RLK, 353SRX, 361RLW, 362RKS, 364BHL, 366RDS, 367FLS, 368MBI, 369BHS**Vehicle Type :** TRAILERS**Body Style :****Power Train :** NR**Descriptive Information :** Fifth wheel units with Furrion over the air TV antenna
Model Cougar 5426 units.**Production Dates :** AUG 28, 2018 - OCT 02, 2019**VIN Range 1 :** Begin: 4YDF36625K2 [REDACTED] End: 4YDF27S27K [REDACTED] ☒ Not sequential**VIN Range 2 :** Begin: 4YDF31527L [REDACTED] End: 4YDF36124L2 [REDACTED] ☒ Not sequential**VIN Range 3 :** Begin: 4YDF31520KR [REDACTED] End: 4YDF3682XK [REDACTED] ☒ Not sequential**VIN Range 4 :** Begin: 4YDF29R25K [REDACTED] End: 4YDF27S27KV [REDACTED] ☒ Not sequential**VIN Range 5 :** Begin: 4YDF29R2XL [REDACTED] End: 4YDF27S23LV [REDACTED] ☒ Not sequential**VIN Range 6 :** Begin: 4YDF25R23K [REDACTED] End: 4YDF25R27K [REDACTED] ☒ Not sequential

Part 573 Safety Recall Report

20V-398

Page 2

Vehicle 3: 2019-2020 Keystone Fuzion 357, 369, 373, 410, 419, 424, 427, 429, 429, 430

Vehicle Type: TRAILERS

Body Style:

Power Train: NR

Descriptive Information: Fifth wheel units with Furrion over the air TV antenna
Model Fuzion 1160 units.

Production Dates: SEP 07, 2018 - OCT 10, 2019

VIN Range 1: Begin: 4YDF41937KF [REDACTED] End: 4YDF41930K [REDACTED] ☒ Not sequential

VIN Range 2: Begin: 4YDF42734L [REDACTED] End: 4YDF37327L [REDACTED] ☒ Not sequential

Vehicle 4: 2019-2020 Keystone Impact 311, 3219, 343, 351, 359, 367, 415

Vehicle Type: TRAILERS

Body Style:

Power Train: NR

Descriptive Information: Fifth wheel units with Furrion over the air TV antenna
Model Impact 351 units.

Production Dates: SEP 12, 2018 - OCT 08, 2019

VIN Range 1: Begin: 4YDF36726KF [REDACTED] End: 4YDF36722K [REDACTED] ☒ Not sequential

VIN Range 2: Begin: 4YDF4153XLF [REDACTED] End: 4YDF41536L [REDACTED] ☒ Not sequential

Vehicle 5: 2019-2020 Keystone Raptor 351, 354, 356, 413, 415, 421CK, 423, 424TS, 425TS, 426TS, 427, 428SP, 429

Vehicle Type: TRAILERS

Body Style:

Power Train: NR

Descriptive Information: Fifth wheel units with Furrion over the air TV antenna
Model Raptor 974 units.

Production Dates: OCT 03, 2018 - OCT 09, 2019

VIN Range 1: Begin: 4YDF41530K [REDACTED] End: 4YDF42337K [REDACTED] ☒ Not sequential

VIN Range 2: Begin: 4YDF35624L [REDACTED] End: 4YDF41339LR [REDACTED] ☒ Not sequential

Description of Defect:

Description of the Defect: It has been decided some Furrion over the air (OTA) antenna wings are separating from the mounting base on certain fifth wheel models.

FMVSS 1: NR

FMVSS 2: NR

Description of the Safety Risk: If the antenna wing completely separates from the mounting base while the recreational vehicle is in transit, it could become a road hazard, potentially increasing the risk of a crash or injury.

Description of the Cause: The upper portion of the wing is separating from the mounting base.

Identification of Any Warning that can Occur: The upper part of the antenna is loose.

Involved Components :

Component Name 1: Furrion Omni-Directional Rooftop Antenna

Component Description: Antenna - Omni Directional - Rooftop Antenna - w/Ceiling Mount Bracket - (FAN73B7C)

Component Part Number: 613460

Supplier Identification :

Component Manufacturer

Name: Furrion LLC

Address: 52567 Independence Ct
Elkhart INDIANA 46514

Country: United States

Chronology :

Supplemental Chronology will be provided separately.

Description of Remedy :

Description of Remedy Program: The remedy is to replace the Furrion wing style antenna with a Winegard dome style antenna. Manufacturer Reimbursement Plan on file as of 10/25/2018. General reimbursement plan to be updated every two years. New vehicles are covered under warranty.

How Remedy Component Differs from Recalled Component: The Winegard 360 antenna is a dome shaped design and is currently installed on new production units.

Identify How/When Recall Condition was Corrected in Production: Units were manufactured in 2018 and 2019 and all units are in service.

Recall Schedule :

Description of Recall Schedule: Keystone will notify the dealers and owners of the recreational vehicles by letter. A final copy of the owner letter will be provided to NHTSA, along with the dealer repair procedures.

Planned Dealer Notification Date: AUG 31, 2020 - AUG 31, 2020

Planned Owner Notification Date: AUG 31, 2020 - AUG 31, 2020

* NR - Not Reported