

**From:** [Greg Wright <greg@kwru.com>](mailto:greg@kwru.com)  
**To:** [Chris Johnson](mailto:Chris Johnson)  
**Date:** 12/7/2017 4:26:42 PM  
**Subject:** FW: 2011 F450  
**Attachments:** BUYER'S ORDER.pdf  
ODOMETER STATEMENT.pdf  
BUYERS GUIDE FRONT.pdf  
BUYERS GUIDE BACK.pdf  
SALES TAX EXEMPTION CERTIFICATE.pdf  
WE OWE.pdf  
ARBITRATION AGREEMENT.pdf  
WIRE TRANSFER.pdf

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**From:** Sean Babaahmadi [mailto:kksautosale@yahoo.com]  
**Sent:** Thursday, December 07, 2017 3:22 PM  
**To:** Greg Wright <greg@kwru.com>  
**Cc:** robert@kwru.com  
**Subject:** Re: 2011 F450

Please Sign All the Paperwork and Send it to us  
Thank you so Much

On Thursday, December 7, 2017, 1:53:13 PM CST, Greg Wright < [greg@kwru.com](mailto:greg@kwru.com) > wrote:

Shaw,

I am contacting you regarding the 2011 F450 that you have been discussing with Rob Derryberry. We would like to move forward with the purchase of the truck for the discussed purchase price of \$39,900 with the shipping included. The name on the title should be the company name (KW Resort Utilities Corp.) and the address and phone number can all be found below in my signature. Let me know if you need anything else.

This is the truck.

<https://www.commercialtrucktrader.com/listing/-5000088198/?FLUSH> ?

Thanks,

Greg Wright

Vice President



KW Resort Utilities Corp.

6630 Front Street

Key West, FL 33040

(305)295-3301 - Office

[www.kwru.com](http://www.kwru.com)

**BUYER'S ORDER**

Page 2  
**KKS AUTO SALES**  
**9545 HWY 6 SOUTH #A**  
**HOUSTON, TX 77083**  
**281-495-2888**

DATE: 12/07/17  
 STOCK #: B16026

**BUYER INFORMATION:**

**SALESPERSON:** Shaw

Name <b>KW RESORT UTILITIES CORP.</b>	Home Phone	D.L./State ID #
Name	Work Phone <b>305-295-3301</b>	State of Issue <b>FL</b>
Street <b>6630 FRONT ST.</b>	Cell Phone	Expiration Date
City, State, Zip <b>KEY WEST, FL 33040</b>	County <b>MONROE</b>	Date of Birth

**VEHICLE INFORMATION:**

Year <b>2011</b>	Make <b>FORD</b>	Model <b>F450</b>	Color 1 <b>WHITE</b>	Color 2	Body Type <b>4DR</b>
VIN <b>1FD0X4GT9BEB16026</b>	Mileage <b>170788</b>	Cylinders <b>8</b>	Transmission <b>AUTO</b>	Style <b>SUPER DUTY</b>	Stock# <b>B16026</b>

**TRADE-IN INFORMATION:**

**SETTLEMENT**

Year	Make	Model	Color	<b>VEHICLE PRICE</b>	<b>39,900.00</b>	
VIN	Body Type	Mileage			<b>N/A</b>	
Balance Owed To				<b>CASH PRICE</b>	<b>39,900.00</b>	
Balance Owed	<b>0.00</b>	Trade Allowance	<b>0.00</b>	Sales Tax:	<b>N/A</b>	
Good Through		Quoted By		Title Fee: N/A License/Registration: N/A	<b>0.00</b>	
Trade #2				Inspection Fee (state?: N/A (station?: N/A	<b>0.00</b>	
<b>*The Dealer's Inventory Tax charge is intended to reimburse the dealer for ad valorem taxes on its motor vehicle inventory. The charge, which is paid by the dealer to the county tax assessor-collector, is not a tax imposed on a consumer by the government, and is not required to be charged by the dealer to the consumer.</b>				Deputy Service: N/A Other: 0.00	<b>0.00</b>	
				E-Tag Fee:	<b>5.00</b>	
				Dealer's Inventory Tax*:	<b>88.02</b>	
				Payoff on Trade-in:	<b>N/A</b>	
<b>REMARKS:</b>  <b>**A documentary fee is not an official fee. A documentary fee is not required by law, but may be charged to buyers for handling documents relating to the sale. A documentary fee may not exceed a reasonable amount agreed to by the parties. This notice is required by law.</b> <b>Un honorario de documentación no es un honorario oficial. Un honorario de documentación no es requerido por la ley, pero puede ser cargada al comprador como gastos de manejo de documentos relacionados con una venta. Un honorario de documentación no puede exceder una cantidad razonable acordada por las partes. Esta notificación es requerida por la ley.</b>				Documentary Fee**:	<b>170.00</b>	
				<b>TOTAL DUE</b>		<b>40,163.02</b>
				<b>CREDIT</b>	TRADE-IN ALLOWANCE	<b>N/A</b>
					DEPOSIT	<b>N/A</b>
CASH DOWN PAYMENT	<b>N/A</b>					
<b>LIEN HOLDER INFORMATION:</b>				<b>TOTAL CREDIT</b>	<b>0.00</b>	
Name				<b>BALANCE DUE</b> <input checked="" type="checkbox"/> Cash <input type="checkbox"/> Finance	<b>40,163.02</b>	
Street				If financed, please see your installment sales contract for information about finance charge, insurance, and terms of payment (other than cash).		
City, State, Zip				<b>CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY)</b> 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. Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.		

**LIEN HOLDER INFORMATION:**

**INSURANCE INFORMATION:**

Company	
Agent	
Policy #	Phone

Buyer hereby declares that he/she is of legal age to transact business and that no unfair inducement has been made by Seller. This Buyer's Order and the related documents that Buyer signs contemporaneously with this Buyer's Order contain the entire agreement between Buyer and Seller relating to the sale of the motor vehicle. Any change to this agreement must be in writing and Seller must sign it.

# ODOMETER DISCLOSURE STATEMENT

Federal law (and state law, if applicable) requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

I, KKS AUTO SALES, state that the odometer now reads **170788** miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described below, unless one of the following statements has been checked.

- (1) I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.
- (2) I hereby certify that the odometer reading is NOT the actual mileage.  
WARNING: ODOMETER DISCREPANCY.

Vehicle Description: 11 FORD F450, WHITE  
 Body style: 4DR  
 VIN: 1FD0X4GT9BEB16026  
 Stock #: B16026

Transferors (Seller) Information: KKS AUTO SALES  
 9545 HWY 6 SOUTH #A  
 HOUSTON, TX 77083

Acknowledged by Transferor (Seller):

Signature: \_\_\_\_\_ 12/07/17

Hand Printed Name: \_\_\_\_\_

Transferees (Buyer) Information: KW RESORT UTILITIES CORP.  
 6630 FRONT ST.  
 KEY WEST, FL 33040

Acknowledged by Transferee (Buyer):

Signature: \_\_\_\_\_ 12/07/17

Hand Printed Name: \_\_\_\_\_

# BUYERS GUIDE

**IMPORTANT:** Spoken promises are difficult to enforce. Ask the dealer to put all promises in writing. Keep this form.

FORD	F450	2011	1FD0X4GT9BEB16026
VEHICLE MAKE	MODEL	YEAR	VEHICLE IDENTIFICATION NUMBER (VIN)

## WARRANTIES FOR THIS VEHICLE:

### AS IS – NO DEALER WARRANTY

THE DEALER DOES NOT PROVIDE A WARRANTY FOR ANY REPAIRS AFTER SALE.

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### DEALER WARRANTY

- FULL WARRANTY.
- LIMITED WARRANTY. The dealer will pay \_\_\_% of the labor and \_\_\_% of the parts for the covered systems that fail during the warranty period. Ask the dealer for a copy of the warranty, and for any documents that explain warranty coverage, exclusions, and the dealer's repair obligations. *Implied warranties* under your state's laws may give you additional rights.

**SYSTEMS COVERED:**

**DURATION:**

## NON-DEALER WARRANTIES FOR THIS VEHICLE:

- MANUFACTURER'S WARRANTY STILL APPLIES. The manufacturer's original warranty has not expired on some components of the vehicle.
- MANUFACTURER'S USED VEHICLE WARRANTY APPLIES.
- OTHER USED VEHICLE WARRANTY APPLIES.

Ask the dealer for a copy of the warranty document and an explanation of warranty coverage, exclusions, and repair obligations.

- SERVICE CONTRACT. A service contract on this vehicle is available for an extra charge. Ask for details about coverage, deductible, price, and exclusions. If you buy a service contract within 90 days of your purchase of this vehicle, *implied warranties* under your state's laws may give you additional rights.

### ASK THE DEALER IF YOUR MECHANIC CAN INSPECT THE VEHICLE ON OR OFF THE LOT.

**OBTAIN A VEHICLE HISTORY REPORT AND CHECK FOR OPEN SAFETY RECALLS.** For information on how to obtain a vehicle history report, visit [ftc.gov/usedcars](http://ftc.gov/usedcars). To check for open safety recalls, visit [safecar.gov](http://safecar.gov). You will need the vehicle identification number (VIN) shown above to make the best use of the resources on these sites.

**SEE OTHER SIDE for important additional information, including a list of major defects that may occur in used motor vehicles.**

Si el concesionario gestiona la venta en español, pídale una copia de la Guía del Comprador en español.

Here is a list of some major defects that may occur in used vehicles.

**Frame & Body**

Frame-cracks, corrective welds, or rusted through  
Dog tracks----bent or twisted frame

**Engine**

Oil leakage, excluding normal seepage  
Cracked block or head  
Belts missing or inoperable  
Knocks or misses related to camshaft lifters and push rods  
Abnormal exhaust discharge

**Transmission & Drive Shaft**

Improper fluid level or leakage, excluding normal seepage  
Cracked or damaged case which is visible  
Abnormal noise or vibration caused by faulty transmission or drive shaft  
Improper shifting or functioning in any gear  
Manual clutch slips or chatters

**Differential**

Improper fluid level or leakage, excluding normal seepage  
Cracked or damaged housing which is visible  
Abnormal noise or vibration caused by faulty differential

**Cooling System**

Leakage including radiator  
Improperly functioning water pump

**Electrical System**

Battery leakage  
Improperly functioning alternator, generator, battery, or starter

**Fuel System**

Visible leakage

**Inoperable Accessories**

Gauges or warning devices  
Air conditioner  
Heater & Defroster

**Brake System**

Failure warning light broken  
Pedal not firm under pressure (DOT spec.)  
Not enough pedal reserve (DOT spec.)  
Does not stop vehicle in straight line (DOT spec.)  
Hoses damaged  
Drum or rotor too thin (Mfgr Specs)  
Lining or pad thickness less than 1/32 inch  
Power unit not operating or leaking  
Structural or mechanical parts damaged

**Air Bags**

**Steering System**

Too much free play at steering wheel (DOT specs.)  
Free play in linkage more than ¼ inch  
Steering gear binds or jams  
Front wheels aligned improperly (DOT specs.)  
Power unit belts cracked or slipping  
Power unit fluid level improper

**Suspension System**

Ball joint seals damaged  
Structural parts bent or damaged  
Stabilizer bar disconnected  
Spring broken  
Shock absorber mounting loose  
Rubber bushings damaged or missing  
Radius rod damaged or missing  
Shock absorber leaking or functioning improperly

**Tires**

Tread depth less than 2/32 inch  
Sizes mismatched  
Visible damage

**Wheels**

Visible cracks, damage or repairs  
Mounting bolts loose or missing

**Exhaust System**

Leakage  
Catalytic Converter

DEALER NAME

**KKS AUTO SALES**

ADDRESS

**9545 HWY 6 SOUTH #A; HOUSTON, TX 77083**

TELEPHONE

EMAIL

**281-495-2888**

FOR COMPLAINTS AFTER SALE, CONTACT:

**PLEASE SEE SALESPERSON**

I hereby acknowledge receipt of the Buyers Guide at the closing of this sale.

Signature

Date

**IMPORTANT:** The information on this form is part of any contract to buy this vehicle. Removing this label before consumer purchase (except for purpose of test-driving) violates federal law (16 C.F.R. 455).

## Texas Motor Vehicle Sales Tax Exemption Certificate

### — for Vehicles Taken Out of State

Name of purchaser <b>KW RESORT UTILITIES CORP.</b>	
Address (Street & number, P.O. Box or route number) <b>6630 FRONT ST.</b>	Phone (Area code and number)
City, state and ZIP code <b>KEY WEST, FL 33040</b>	

I, the purchaser named above, claim an exemption from payment of motor vehicle sales tax for the purchase of the motor vehicle described below:

Vehicle identification number	Make of vehicle	Model year	State or country where vehicle will be used/registered
<b>1FD0X4GT9BEB16026</b>	<b>FORD</b>	<b>2011 F450</b>	<b>FLORIDA</b>

Seller  
**KKS AUTO SALES**


Street address  
**9545 HWY 6 SOUTH #A**

City, state and ZIP code  
**HOUSTON, TX 77083**

I claim this exemption because the vehicle is to be transported outside this state, prior to any use in this state other than the transportation of the vehicle out of state, for use exclusively outside this state. I understand that, if I register the vehicle in Texas, the exemption I am claiming will be presumed invalid.

By signing below, I hereby authorize the Comptroller to provide a copy of this certificate to the state or country in which the vehicle will be titled, registered and used. I understand that I will be liable for payment of motor vehicle sales or use taxes that may become due if I fail to comply with the provisions of the Texas Tax Code, Chapter 152, *Taxes on Sale, Rental, and Use of Motor Vehicles*.

I understand that it is a criminal offense to give a Texas Motor Vehicle Sales Tax Exemption Certificate to the seller for a motor vehicle that I know, at the time of purchase, will be used in a manner other than that expressed in this certificate and that the offense is a felony punishable by imprisonment for not more than 10 nor fewer than 2 years, or a fine of not more than \$10,000, or both.

Purchaser <b>sign here</b> 	Title	Date <b>12/07/2017</b>
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**Blanket exemption certificate.** A purchaser may provide a blanket Motor Vehicle Sales Tax Exemption Certificate to a seller when purchasing motor vehicles to be used exclusively outside of Texas. The seller may rely on the blanket certificate until it is revoked in writing. The Vehicle Identification Number (VIN), make and model year are not required on this form when being used as a blanket exemption certificate; instead, enter "Blanket Certificate."

When this form is used as a blanket certificate, the seller must retain the following information for each transaction purchased under the certificate, as required by Texas Tax Code Section 152.063, including:

- Vehicle Identification Number
- make of vehicle
- model year
- state or country where vehicle will be used/registered

NOTE: This certificate does NOT require a taxpayer number to be valid.

This certificate should be furnished to, and retained by, the seller.  
Do **not** send the completed certificate to the Texas Comptroller of Public Accounts.

**KKS AUTO SALES**  
 9545 HWY 6 SOUTH #A  
 HOUSTON, TX 77083  
 Ph: 281-495-2888

# WE OWE

**Buyer**

NAME  
**KW RESORT UTILITIES CORP.**  
 STREET  
**6630 FRONT ST.**  
 CITY, STATE, ZIP  
**KEY WEST, FL 33040**

**Co-Buyer**

NAME  
**No co-buyer exists for this sale.**  
 STREET  
 CITY, STATE, ZIP

**Vehicle**

STOCK # <b>B16026</b>	YEAR <b>2011</b>	MAKE <b>FORD</b>	MODEL <b>F450</b>
VEHICLE IDENTIFICATION NUMBER <b>1FD0X4GT9BEB16026</b>		MILEAGE <b>170788</b>	SALESPERSON <b>Shaw</b>
			DATE OF DELIVERY <b>12/07/2017</b>

QTY	ITEM	PART	LABOR
	<b>FREE SHIPPING</b>		

I hereby accept this **WE OWE** with the understanding that it is valid for only **THIRTY (30) DAYS** from the date the We Owe is signed by the authorized dealership representative, and that I must make an **ADVANCE APPOINTMENT WITH THE SERVICE DEPARTMENT** before the above work can be performed.

**12/07/17**

Buyer

Date

Co-Buyer

Date

**(FOR APPOINTMENT, CALL SERVICE DEPARTMENT)**

**12/07/17**

Authorized Dealership Representative

Date

## ARBITRATION AGREEMENT

Date: December 7, 2017

This Arbitration Agreement is governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16. This Arbitration Agreement uses certain defined terms. "I", "me" and "my" refer to the buyer signing below. A "Dispute" is any contract, tort, statutory or other claim or dispute between Seller and me arising out of or relating to my credit application, any retail installment sales contract or any resulting transaction or relationship (including any such relationship with third parties who do not sign this Agreement). "Seller" includes seller's assignee and also includes Seller's and such assignee's employees, agents, successors or assigns. "Dispute" includes any disagreement over the interpretation and scope of this clause, or the arbitrability of the Dispute.

Any Dispute shall, at Seller's or my request, be resolved by binding arbitration and not in court. Arbitration will be by one arbitrator on an individual basis and not as a class action. I waive any right I may have to arbitrate a Dispute as a class action (this is referred to below as the "class action waiver"). Arbitration will be conducted by and under the rules of the American Arbitration Association, 1633 Broadway, 10th Floor, New York, NY 10019 (www.adr.org), or any other arbitration organization I select, subject to your approval. I may get the rules of the organization by contacting it or visiting its website.

Arbitrators shall be attorneys or retired judges selected pursuant to the applicable rules. The arbitrator shall apply governing substantive law in making an award. The arbitration hearing shall be conducted in the federal district in which I reside, or at some other location convenient to me. Seller will pay my filing, administration, service or case management fee and my arbitrator or hearing fee all up to a maximum of \$1,500, unless applicable law or the rules of the chosen arbitration organization require Seller to pay more. Each party shall be responsible for its own attorney, expert and other fees, unless otherwise awarded by the arbitrator under applicable law.

The arbitrator's award is final and binding on all parties. Any arbitration shall be governed by the Federal Arbitration Act and not by any state arbitration law.

Seller and I retain the right to sue in small claims court for a Dispute within that court's jurisdiction, unless such action is transferred, removed or appealed to a different court. Neither Seller nor I waive the right to arbitrate by filing suit. Any court with jurisdiction may enter judgment on the arbitrator's award. This Arbitration Agreement shall survive any termination, payoff or transfer of my retail installment contract. If any part of this Arbitration Agreement, other than the class action waiver, is deemed or found to be unenforceable for any reason, the remainder is enforceable. If the class action waiver is deemed or found to be unenforceable, then this entire Arbitration Agreement shall be unenforceable.

This Arbitration Agreement is incorporated into and becomes a part of any retail installment contract or other credit obligation that I enter into with Seller on the date shown above.

**I may opt out of this Arbitration Agreement by doing so in writing to the address shown below and sent by registered mail, postmarked no later than 10 days from the date of this Arbitration Agreement shown above.**

\_\_\_\_\_  
Buyer: KW RESORT UTILITIES CORP.

Seller: KKS AUTO SALES  
9545 HWY 6 SOUTH #A  
HOUSTON, TX 77083  
281-495-2888

By: \_\_\_\_\_



KKS AUTO SALES

PH:281-495-2888

FAX:281-372-6586

BANK WIRE TRANSFER

COMERICA BANK

8707 SOUTH TEXAS 6

HOUSTON TX 77083

BANK ROUTING NUMBER: 111000753

BANK ACCOUNT NUMBER: 