

From: [Chris Johnson <chris@kwru.com>](mailto:chris@kwru.com)
To: 'Sean Babaahmadi'
Date: 12/8/2017 3:23:22 PM
Subject: RE: WIRE KKS Auto Sales: 2011 F450
Attachments: SKM_30817120815090.pdf

Shaw,

As discussed on the phone, the email guarantee below is not sufficient for the Utility company buying the truck. Per our discussion, I have added the language that provides surety for the Utility via proof of insurance prior to shipping. This language was added, exactly as you and I discussed, on the page entitled WE OWE, stipulating the terms and conditions of shipping. Attached are all documents signed and I am releasing the wire at 3:30PM today representing payment in full in the amount of \$40,163.02.



Christopher A. Johnson
President
6630 Front Street
Key West, FL 33040
(305) 295-3301
www.kwru.com

From: Sean Babaahmadi [mailto:kksautosale@yahoo.com]
Sent: Friday, December 08, 2017 1:27 PM
To: Chris Johnson <chris@kwru.com>
Subject: Re: WIRE KKS Auto Sales: 2011 F450

Good afternoon ,i (shapour babaahmadi) am the manager of kks auto sales llc ,will guaranty that will make sure the shipping company that will bring the 2011 f450 , has at least 100k cargo insurance ,we will check their back ground and insurance through central dispatch ,and let you guys know and then we assign it to them ,in that case you are insure ,through central dispatch too ,we been doing this for long time ,there is no place to be worry ,please call me if you ave any question at 832 868 7877

On Friday, December 8, 2017, 11:26:14 AM CST, Chris Johnson <chris@kwru.com> wrote:

Shaw,

Your shipper should have cargo insurance and liability insurance naming KW Resort Utilities Corp. as an additional insured. I have contacted the bank (Branch Bank & Trust) BB&T and set up the wire. I have signed all of the paperwork for the vehicle. As soon as the shipping insurance paperwork is received I will send the paperwork and execute the wire.

Chris Johnson

Cell phone (305) 522-0052

email is: chris@kwru.com

FAX 305-295-0143



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President
6630 Front Street
Key West, FL 33040
(305) 295-3301
www.kwru.com

From: Chris Johnson [<mailto:chris@kwru.com>]
Sent: Friday, December 08, 2017 11:44 AM
To: kksautosale@yahoo.com
Cc: chris@kwru.com; greg@kwru.com; 'Robert Derryberry' <robert@kwru.com>
Subject: RE: 2011 F450

Shaw,

Below is my contact information. As discussed on the telephone as soon as you email the insurance paperwork, I will wire the monies and send the executed paperwork for the vehicle purchase. –Chris

Chris Johnson

Cell phone (305) 522-0052

email is: chris@kwru.com

FAX 305-295-0143



Christopher A. Johnson
President
6630 Front Street
Key West, FL 33040
(305) 295-3301
www.kwru.com

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> 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

BUYER'S ORDER

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

VEHICLE INFORMATION:

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

TRADE-IN INFORMATION:

SETTLEMENT

Year	Make	Model	Color	VEHICLE PRICE	39,900.00	
VIN	Body Type	Mileage			N/A	
Balance Owed To				CASH PRICE	39,900.00	
Balance Owed	0.00	Trade Allowance	0.00	Sales Tax:	N/A	
Good Through		Quoted By		Title Fee: N/A License/Registration:	N/A	
Trade #2				Inspection Fee (state?: N/A (station?: N/A	0.00	
*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.				Deputy Service: N/A Other:	0.00	
				E-Tag Fee:	5.00	
				Dealer's Inventory Tax*:	88.02	
REMARKS:				Payoff on Trade-in:	N/A	
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. 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.				Documentary Fee:	170.00	
				TOTAL DUE		40,163.02
LIEN HOLDER INFORMATION:				CREDIT	TRADE-IN ALLOWANCE	N/A
					DEPOSIT	N/A
					CASH DOWN PAYMENT	N/A
				TOTAL CREDIT	0.00	
Name				BALANCE DUE <input checked="" type="checkbox"/> Cash <input type="checkbox"/> Finance		
Street				40,163.02		
City, State, Zip				If financed, please see your installment sales contract for information about finance charge, insurance, and terms of payment (other than cash).		

LIEN HOLDER INFORMATION:


Name
Street
City, State, Zip

INSURANCE INFORMATION:

Company	
Agent	
Policy #	Phone

CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY) 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.

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.

Accepted by Authorized Dealership Representative 12/07/17  12/07/17 Date Buyer Date Buyer Date

WE OWE

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

Buyer

NAME	KW RESORT UTILITIES CORP.	Co-Buyer NAME	No co-buyer exists for this sale.
STREET	6630 FRONT ST.	STREET	
CITY, STATE, ZIP	KEY WEST, FL 33040	CITY, STATE, ZIP	

Vehicle

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

QTY	ITEM	PART	LABOR
	FREE SHIPPING		
	TO: 6630 Front Street Key West, FL 33040. Prior to shipping vehicle, identified by VIN# 1FD0X4GT9BEB16026, SELLER (KKS AUTO SALES) shall provide		
	BUYER (KW Resort Utilities Corp.) with proof of liability insurance. Proof shall be in the form of an Insurance Certificate naming KW Resort Utilities Corp as additional insured. In addition to this, SELLER shall provide BUYER with Insurance Certificate evidencing a		
	minimum of \$100,000 cargo insurance.		

minimum of \$100,000 cargo insurance.

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.


 Buyer **12/07/17**
 Date

Co-Buyer _____
 Date

(FOR APPOINTMENT, CALL SERVICE DEPARTMENT)
 Authorized Dealership Representative **12/07/17**
 Date

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.

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. To check for open safety recalls, visit safercar.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 (Mfrg 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 1/4 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

12.7.2017

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).

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: *Christopher Johnson* 12/07/17

Hand Printed Name: Christopher Johnson

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.

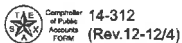
I may opt out of this Arbitration Agreement by doing so in writing to the address shown below and sent by registered mail, postmarked no later than 10 days from the date of this Arbitration Agreement shown above.



Buyer: KW RESORT UTILITIES CORP.

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

By: _____



Texas Motor Vehicle Sales Tax Exemption Certificate

— for Vehicles Taken Out of State

Name of purchaser KW RESORT UTILITIES CORP.	
Address (Street & number, P.O. Box or route number) 6630 FRONT ST.	Phone (Area code and number) 305 295-3301
City, state and ZIP code KEY WEST, FL 33040	

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 1FD0X4GT9BEB16026	Make of vehicle FORD	Model year 2011 F450	State or country where vehicle will be used/registered FLORIDA
-----------------------------------------------------------	--------------------------------	------------------------------------	--------------------------------------------------------------------------

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 sign here	Title President	Date 12/07/2017
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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
- model year
- make of vehicle
- 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.