HAND DELIVERED

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JAN 29 2010
NEW MOTOR VEHICLE BOARD

LAW OFFICES OF MICHAEL M. SIEVING
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Attorney(s) for Protestant
MEGA RV CORP. dba
MCMAHONS RV

FILED
NEW MOTOR VEHICLE BOARD
DATE 1-29-10
BY

STATE OF CALIFORNIA

NEW MOTOR VEHICLE BOARD

In the Matter of the Protest of

MEGA RV CORP. dba

MCMAHONS RV,

Protestant,

v.

ROADTREK MOTORHOMES, INC.

Respondent.

Protest No. PR-2201-10

PROTEST

[Vehicle Code §3070]

Protestant, Mega RV Corp. dba McMahons RV, through its attorneys, files this protest under the provisions of California Vehicle Code section 3070 and alleges as follows:

1. Protestant is a new recreational vehicle dealer selling Roadtrek recreational vehicles and is located at 6441 Burt Road, #10, Irvine, CA 92618. Protestant's telephone number is (949) 653-6711.

2. Respondent distributes/manufactures Roadtrek products and is the franchisor of Protestant.

3. Protestant is represented in this matter by the Law Offices of Michael M. Sieving, whose address is 1801 Park Court Place, Suite F-101, Santa Ana, California 92701, and telephone number is (714) 541-0034.

4. Protestant is informed and believes that Respondent intends to establish an additional Roadtrek dealer within Protestant's exclusive territory as set out in Section 108, page 1, of the dealer agreement between the parties. A true and correct copy of the parties' dealer agreement is attached hereto and marked as Exhibit A.

5. Respondent's actions will result in the modification of Protestant's franchise, without notice, and without Protestant's knowledge or consent, and such modification will substantially affect Protestant's sales and service obligations and investments, in violation of the provisions of California Vehicle Code section 3070.

6. Respondent does not have good cause to modify the franchise by reason of the following facts:

(a) Protestant has made a substantial and permanent investment in the dealership.

(b) Protestant has transacted and is transacting an adequate amount of Roadtrek business compared to the business available to it.

(c) Protestant has fulfilled the warranty obligations to be performed by it.

(d) The extent of any failure of Protestant to comply with the terms of the franchise agreement is immaterial.

(e) Protestant has adequate recreational vehicle sales and, if required by the franchise, service facilities, equipment, vehicle parts, and qualified service personnel to reasonably provide for the needs of Roadtrek buyers and owners in the market area and is rendering adequate services to the public.

(f) It would be injurious to the public welfare for the franchise to be modified.

7. Protestant and its attorneys desire to appear before the Board and estimate that the hearing in this matter will take 5 days to complete.

8. A Pre-Hearing Conference is requested.

WHEREFORE, Protestant prays as follows:

1. That the Board sustain this protest and order Respondent not to modify Protestant's franchise.

2. That pending the hearing in this matter, the Board or its authorized representative immediately order Respondent not to modify, replace, or refuse to continue Protestant's franchise until such time as Respondent has established good cause for such actions under the provisions of Vehicle Code sections 3070 and 3071.

DATED: January 28, 2010

By _____
MICHAEL M. SIEVING
TINA HOPPER
Attorney(s) for Protestant
MEGA RV CORP., INC. dba
MCMAHONS RV

EXHIBIT A

HOME & PARK MOTORHOMES ROADTREK DEALER AGREEMENT (CDN./U.S.)

THIS AGREEMENT MADE BETWEEN:

HOME & PARK MOTORHOMES, a division of HANMAR MOTOR CORPORATION, a company incorporated under the laws of the Province of Ontario, having its head office at 100 Shirley Avenue, Kitchener, Ontario, Canada, N2B 2E1 (herein after called "Home & Park").

-and-

MEGA RV CORPORATION, doing business as MCMAHON'S RV, having its head office at 1312 RV Center Dr #16, Colton, CA, 92324 and at 6441 Burt Road #10, Irvine, CA, 92618 (herein after called "Dealer").

WHEREAS Home & Park is engaged in the business of manufacturing and selling Roadtrek class 'B' motorhomes (herein after called "Roadtreks") in Canada, United States and other places.

AND WHEREAS Home & Park is willing to sell Roadtreks to Dealer for resale.

AND WHEREAS Dealer desires to purchase such Roadtreks for resale.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, it is agreed by and between the parties hereto as follows:

100 Sales to Dealers

107 Selling Agreement

Dealer shall have the exclusive right to purchase, display and resell Roadtreks, parts and accessories in the Territory as mutually agreed to by Dealer and Home & Park, including lease & fleet sales, but excluding factory sales to rental companies and at national and state/provincial shows. This agreement shall remain in full force and effect for a period of three (3) years unless it is terminated for cause as indicated in clause 375 or it is terminated as indicated in clauses 111, 501, and 520.

108 Dealer Territory (Primary Area of Market Responsibility)

Dealer territory shall be limited to an area within 60 mile radii of Irvine, California, Colton, California and Stanton California. So long as Dealer remains in good standing during the terms of this Agreement, Home & Park will not locate another dealer within Dealer's territory.

109 Dealer Stocking of Roadtreks

Dealer acknowledges that to remain in good standing under this Agreement, subject to product availability, new Roadtreks must be stocked and prominently displayed at each of Dealer's sales outlets within Dealer's territory according to the following schedule:

Six(6)	170 Model
Six(6)	190 Model
Four (4)	210 Model
Six(6)	RS Model

If Home & Park replaces any of the above models, the new model(s) shall replace the replaced model(s) in these requirements. If Home & Park discontinues any of the above models without replacement models, they shall be deleted from these requirements. If Home & Park introduces any new models that do not replace any of the above models, Dealer shall stock at least one of each of these new models at each location within Dealer's territory.

If a particular model specified above is not available from Home & Park within fifteen (15) days of the Dealer's retail delivery of the previous Roadtrek of that model, Dealer will stock another model as a substitute.

Notwithstanding unusual circumstances, upon each renewal of this agreement, Dealer's stocking requirements will be adjusted based on inventory turns of 4 to 6 on the average of Dealer's previous two years of retail sales of new and demonstrator Roadtreks.

110 Other Manufacturers' Products

Dealer may stock class B motorhomes by other manufacturers.

111 Dealer Commitment

Dealer agrees to purchase for retail sale a minimum of one hundred (100) new and demonstrator Roadtreks per calendar year. Dealer will be considered in breach of this agreement in the event that Dealer does not purchase and take delivery of 25 Roadtreks by March 31st, 50 by June 30th, 75 by September 30th and 100 by December 31st of each year.

Dealer will not enter any agreement with any other class B manufacturer that will impact the ability of Dealer to meet or exceed the terms of this agreement.

Additionally, Home & Park will work with Dealer to expand his operation effectively, subject to our normal conditions, as long as that expansion does not encroach on other dealers' territories. Such expansions may require changes to stocking levels for each location and also to minimum sales commitments. These expansions will be negotiated at the time of the expansion. If Dealer expands his operation to new locations, Roadtrek will be the number one selling class B motorhome at those locations.

Additionally, Home & Park will ensure that Dealer receives first priority on new product in the State of California.

112 Dealer Effectiveness

Dealer's effectiveness will be reviewed annually on the basis of Dealer's retail sales and/or registrations, market share (where available), stocking of Roadtreks and Roadtrek service parts, sales and service personnel and facilities, customer satisfaction, and warranty and service performance. Dealer must meet or exceed minimum levels of effectiveness as defined by Home & Park. Written effectiveness reviews prepared by Home & Park will be furnished to Dealer. For further details, terms and conditions, see www.roadtrek.com/dealers/ under Advertising/Intro & Programs/Dealer Elite Program.

120 Minimum Display Requirements for Major Local and Regional Shows

It is recognized and agreed that to achieve proper promotion of Roadtrek, a minimum number of Roadtrek models must be shown in every major show in Dealer's territory. At the time of this Dealer Agreement, the major local and regional shows in Dealer's territory are:

Name of Show	Location	Month

If any of these shows are located in another Roadtrek dealer's territory as well, then both Dealers will share the right to display Roadtreks in that show. From time to time, shows and events may change. Dealer will have first rights to display Roadtreks in new shows in Dealer's territory. Where Dealer's territory overlaps with another Roadtrek dealer's territory, both Dealers will share this right.

Minimum display requirements for each major local and regional show shall be equal to Dealer's "selling season" Stocking Requirements as noted in Section 109.

Home & Park may make exceptions or allow substitutions to these display requirements or add company owned vehicles to a show if discussed before hand with Dealer. This list may be amended from time to time by Home & Park if products are introduced and/or discontinued by Home & Park.

If Dealer will not meet the above minimum display requirements or will not participate in a major local or regional show in Dealer's territory, Home & Park reserves the right to allow another dealer to display Roadtreks in that show.

122 National and State Shows and Rallies

Home & Park will coordinate all national and state shows and rallies. Dealer will have the right to participate and share in the retail display and sale of Roadtreks at these events, provided Dealer can meet the requirements for staffing, sales, display vehicle purchasing, retail financing, service and delivery required for these events.

140 Factory Leads

All consumer leads provided by Home & Park to Dealer are the exclusive property of Home & Park and are to be used for the marketing of Roadtrek products only. No consumer lead provided by Home & Park shall be taken to see another manufacturer's class B motorhome unless such consumer specifically requests to see other manufacturers' class B motorhomes.

153 Programs & Incentives

Home & Park will deduct from each Roadtrek invoice all consumer and dealer rebates and incentives ("cash backs") and salesperson cash incentives (SPIFFs) in effect at the time of wholesale delivery to Dealer excluding salesperson recognition rewards. There shall be no allowances, payments or chargebacks for changes to these applicable rebates and/or incentives from the time of wholesale delivery of each Roadtrek to Dealer until the retail delivery of each Roadtrek by Dealer.

Additionally, Home & Park will deduct 1.0% from each Roadtrek invoice in lieu of its advertising assistance, show assistance and floor plan financing reimbursement programs.

Furthermore, Home & Park agrees to co-op an annual Roadtrek Top Salesman Award of $6,000 dollars. Home & Park will pay $2,500, plus half the cost of the trophy and brief case, chosen by McMahon's. This will be awarded annually at McMahon's Award night in December.

157 Home & Park Sales

Home & Park agrees to sell only through qualified, licensed dealers, when required to do so by state law.

169 Dealer Operations

170 Processing Orders

Home & Park will distribute new Roadtreks to its Dealer in a fair and equitable manner. If requested, Home & Park will provide information on the method of allocating distribution.

171 Roadtrek Orders and Confirmations

Roadtrek orders shall be in writing. Written order confirmations shall be returned promptly by Home & Park, and shall be signed and returned promptly by Dealer. For further details, terms and conditions, see www.roadtrek.com/dealers under Advertising/Intro & Programs/ Dealer Elite Program.

172 Order Cancellations

Acknowledged orders may be cancelled by Dealer with a $250 cancellation charge if the vehicle has not been altered to Dealer's specifications and Home & Park is notified at least 2 weeks prior to shipping. Orders for Roadtreks with unusual specifications cannot be canceled. For further details, terms and conditions, see www.roadtrek.com/dealers under Sales/Policies & Procedures/Cancellation of Orders.

174 Prices and Terms

Dealer will be charged in accordance with effective published prices including delivery charges if requested and any applicable adjustments. All products shall be sold F.O.B. Home & Park's manufacturing plant and head office in Kitchener, Ontario. All costs relating to delivery shall be the responsibility of Dealer even though arrangements may have, at the request of Dealer, been made by Home & Park. Post dated checks issued for payments to Home & Park will not be accepted. For further details, terms and conditions, see Home & Park Motorhomes Order Form and www.roadtrek.com/dealers under Sales/Policies & Procedures/Prices, Specifications, Discounts & Rental Program.

Home & Park will provide Dealer with written price lists, and provide written notice of any price changes at least 10 days prior to shipping. Dealer may cancel order in writing within 10 days after receipt of notice of price changes. Prices, specifications and equipment are further subject to the terms and conditions of the Home & Park order form and invoice.

179 Delays or Failure to Produce

Dealer may cancel without a cancellation charge any order which has not been delivered within four weeks of a promised delivery date. Home & Park will not be liable for damages, whether direct or indirect or whether legal or equitable, as a result of any delay or failure to deliver Roadtreks however caused.

180 Warranty from Home & Park

Home & Park agrees to warrant Roadtreks to customer and authorizes Dealer to perform warranty work in accordance with Home & Park's Limited Motorhome Warranty as specified at www.roadtrek.com/dealers under Service & Warranty/Warranty Policy. It is specifically acknowledged by both Home & Park and Dealer that the only warranty expressed or implied, on Roadtreks, is the warranties of Home & Park, the chassis manufacturer, and the major component manufacturers.

187 Service Tools and Equipment

Dealer shall acquire and maintain for use in dealership operations such diagnostic equipment, tools, other equipment and machinery (of equal or comparable type and quality to that recommended from time to time by Home & Park), as are necessary to meet Dealer's warranty and service responsibilities in accordance with Home & Park's policies and procedures at www.roadtrek.com/dealers under Service & Warranty and applicable Product Information Circulars at www.roadtrek.com/dealers under Service & Warranty/Product Info Circulars.

189 Maintenance and Repair Service

Dealer shall perform other maintenance and repair service, excluding chassis maintenance and repair, reasonably required by all owners and users of Roadtreks regardless of where the Roadtrek was originally purchased. Dealer shall provide each customer with a copy of the repair order itemizing the work performed and the charges therefore.

190 Service Responsibilities

Dealer shall maintain and direct trained, quality service and parts departments, providing prompt, quality, and courteous service to all owners and users of Roadtreks regardless of where the Roadtrek was originally purchased. In the case of inability of the service department to provide required service, Dealer should refer the customer to Home & Park or to an approved subcontractor of Home & Park for service.

191 Pre-Delivery Service

Dealer shall be responsible for the inspection, conditioning and repair of the Roadtrek before delivery as set forth in the "QualityCare" Pre-Delivery Report furnished by Home & Park. This report shall be faxed to Home & Park within 48 hours of retail delivery.

192 Warranty and Campaign (Recall) Service

Dealer shall perform warranty service on any Roadtrek in accordance with Home & Park's Limited Motorhome Warranty regardless of where the Roadtrek was originally purchased. Dealer shall carry out campaign instructions

issued by Home & Park from time to time. Warranty and campaign (recall) service shall be claimed using allowances at www.roadtrek.com/dealers under Service & Warranty/Labour Allowances. Home & Park may ship parts in quantity to Dealer to affect such campaign service, and if such parts are in excess of Dealer's requirements, Dealer may return unused parts to Home & Park for credit after completion of the campaign. Dealer shall maintain adequate records for all warranty and service work performed by Dealer.

193 Warranty and Campaign Labor Claims

Dealer shall submit claims to Home & Park for reimbursement for the labor and parts used in performing warranty and campaign work. Dealer shall maintain adequate records and documents supporting such claims in accordance with the provisions of Home & Park's Limited Motorhome Warranty. Home & Park shall reimburse Dealer up to Dealer's posted retail labor rate based on Dealer's service facilities and personnel, market rates in Dealer's area, and Dealer's customer satisfaction ratings. For further details, terms and conditions, see www.roadtrek.com/dealers under Service & Warranty/Warranty Claims.

194 Warranty Parts Reimbursement

As long as Dealer maintains a stock of replacement parts as specified in clause 210, Home & Park shall reimburse Dealer for warranty parts in accordance with the details, terms and conditions specified at www.roadtrek.com/dealers under Service & Warranty/Parts/Minimum Parts Stocking Requirement.

195 Warranty Authorization

Home & Park authorizes Dealer to undertake warranty repairs in accordance with Home & Park's Limited Motorhome Warranty as specified at www.roadtrek.com/dealers under Service & Warranty/Warranty Policy.

197 Parts Lists

Parts lists will be provided.

200 Parts and Accessories

201 Genuine Parts

Dealer shall promote the use of Home & Park's genuine parts for service, repair and resale (including wholesale) within his Territory. Home & Park will provide price lists of its available parts and accessories. Home & Park shall endeavour to maintain on hand stocks of parts and accessories for current models and the two prior model years of Roadtreks.

210 Parts Stocks by Dealer

Dealer shall maintain a stock of replacement parts, including genuine parts, in accordance with Minimum Parts Stocking Requirement specified at www.roadtrek.com/dealers under Service & Warranty/Parts, in quantities adequate to meet anticipated customer demand. Dealer's responsibility to maintain stocks of genuine parts shall be subject to Home & Park's filling Dealer's orders.

300 Facility

301 Facility and Location

Dealer shall establish and maintain a dealership facility capable of meeting the sales and service potential of Dealer's Territory.

302 Responsibility

Dealer is fulfilling his responsibility for facility maintenance and upkeep if he is operating within normally accepted standards and practices for RV dealer operations.

303 Signage

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302 Responsibility

Dealer is fulfilling his responsibility for facility maintenance and upkeep if he is operating within normally accepted standards and practices for RV dealer operations.

303 Signage

Home & Park shall supply design information for signs. Dealer may install signs at Dealer's location identifying Roadtrek and Dealer's sales, parts and service capabilities, all to be compatible with Home & Park's designs.

320 Dealer Personnel

Dealer shall employ and train competent personnel of good character, who will enable Dealer to fulfill his responsibilities under this agreement. Home & Park may provide advice to Dealer in determining personnel requirements and in developing adequate training programs for sales, service and parts personnel. To meet the training needs of the dealership, Dealer shall cause his personnel to attend training courses conducted by Home & Park or its representatives from time to time.

So long as Dealer remains in good standing during the terms of this Agreement, Home & Park will cooperate fully with Dealer in all special promotions which predominantly display and advertise Roadtreks, subject to availability of personnel and resources.

330 Capital

Dealer shall at all times maintain and employ in connection with his dealership operations, separately from any other business of Dealer, such total investment, net working capital, adequate lines of wholesale credit and competitive retail financing plans for Roadtreks, that will enable Dealer to fulfill his responsibilities under this agreement.

350 Financial Reports

In furtherance of their mutual interests, Dealer shall furnish to Home & Park on an annual basis, a complete financial statement reflecting the true financial condition of the dealership operations. Upon review of each annual financial statement, Home & Park will advise Dealer in writing if they are approved for C.O.D. terms of payment. Financial information furnished by Dealer shall be held on a confidential basis by Home & Park and shall not be disclosed to any third party.

355 Delivery, Sales and Estimate Reports

To enable Home & Park to evaluate production schedules, Dealer agrees to complete and return Home & Park's Warranty Registration Form and provide estimates and sales reports as reasonably requested from time to time by Home & Park.

360 Customer Relations

Dealer shall cooperate in implementing Home & Park programs and develop and maintain his own customer relations programs designed to develop good relationships between Dealer and the public. Dealer shall promptly investigate and reasonably address all complaints brought to his attention by Home & Park or the public relating to the sale or servicing of Roadtreks in Dealer's locality, so as to develop public confidence in Dealer, Home & Park and Roadtreks. Dealer shall report to Home & Park the details of complaints received by Dealer relating to Home & Park's product.

370 Business Practices, Advertising and Programs

Dealer shall conduct dealership operations in a manner that will reflect favorably at all times on the reputation of Dealer, other authorized Roadtrek dealers and Home & Park.

375 Compliance with Laws, Rules and Regulations

Both Dealer and Home & Park shall comply with all applicable federal, state, provincial and local laws, rules and regulations in the sale and service of Roadtreks. Dealer and Home & Park will exchange information to comply with all federal, state, provincial and local consumer protection laws.

If any condition herein contravenes the valid laws of any state or province or other jurisdiction wherein this Agreement is to be performed, or denies access to the procedures provided by such laws, such condition shall be deemed modified to conform to such laws, and all other terms and conditions shall remain in full force and effect.

380 Dealer's Hours of Business

To the end that the needs of Roadtrek customers and owners are met, the dealership shall be open for business at least during all hours and days which are customary in the local area and lawful for such operations in Dealer's locality.

500 Termination of Agreement

501 Dealer Termination

Dealer may terminate this agreement at any time by giving written notice of such intention to Home & Park at least 365 days prior to the effective date specified for termination.

520 Home & Park Termination

Home & Park shall not, directly or through any officer, agent or employee, terminate, cancel, fail to renew or substantially change the material terms of this Agreement (including the Territory) without good cause.

Except in instances of the insolvency or bankruptcy of Dealer, or assignment for the benefit of creditors by Dealer, or failure to meet sales commitments in section 111, Home & Park shall provide Dealer at least 365 days prior written notice of termination, cancellation, failure to renew or substantial change in the material terms of this Agreement. The notice shall state all the reasons for such action.

530 Good Cause

For purposes of this Agreement "good cause" shall include:

1. Bankruptcy, insolvency or an assignment for the benefit of creditors;
2. Any material breach of this Agreement including but not limited to clauses 109, 111, 112, 120, 140, 172, 187, 189, 190, 191, 192, 210, 301, 320, 330, 360, 370, 375 and 600;
3. Conviction of Dealer of a felony;
4. Failure of Dealer to conduct normal business operations in accordance with all minimum required standards, whether by this agreement or otherwise by law, for a consecutive period of 30 days;
5. Conducting operations of the dealership in such a fashion that it adversely affects the good name of Dealer or Home & Park.

588 Confidentiality Clause

Dealer agrees to keep the terms of this agreement confidential. Release of any of the information or programs to any person or corporation, without Home & Park's express written consent, will be grounds for instant cancellation under this agreement.

595 Repurchase Obligation

If this Agreement is terminated or canceled by Home & Park, Home & Park shall repurchase:

1. All inventories of new, unused and untitled Roadtreks sold by Home & Park to Dealer for resale within the previous 12 months at the original invoice price plus delivery charges and less a 5% repurchase charge for Roadtreks in Dealer's inventory more than 120 days.
2. All inventories of new and unused, parts and accessories sold by Home & Park to Dealer for resale and any special tools sold pursuant to this or any preceding dealership agreement with Home & Park. The repurchase price shall be the original invoice price plus delivery charges less a 15% restocking charge.

Home & Park shall pay Dealer within 30 days of receipt of the returned items.

If this Agreement is terminated, canceled or not renewed by Dealer, Home & Park shall have the right to repurchase, at its discretion, all or part of inventories of new, unused and untitled Roadtreks sold by Home & Park to Dealer for resale at the original invoice price plus delivery charges.

600 Transfer of Ownership or Change of Management

Dealer may transfer or sell all or part the ownership of the dealership (by sale of the business assets, stock transfer, or otherwise), or change executive management of the dealership, so long as such transfer, sale, or change is to a person(s) or corporate entity who is experienced, is creditworthy, has not been convicted of a felony, is properly licensed, and is otherwise qualified and; provided further, that such transfer, sale or change will not result in a relocation of the business and is reasonable under all circumstances and; provided further that such transfer, sale or change is approved by Home & Park.

630 Succession Upon Death

Dealer hereby certifies that the following named individual(s) is currently designated as successor(s) to the ownership interests in the dealership and to the rights under this contract in the event of the death or incapacity of Dealer:

Dealer may from time to time during the term of this Agreement change the certification of this paragraph by providing a written notification to Home & Park.

Dealer's rights under this Agreement may be assigned to the persons designated pursuant to this paragraph unless successor(s) is not creditworthy, has been convicted of a felony or is unable to obtain necessary licenses.

700 Voluntary Mediation and Arbitration

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by mediation and arbitration in the event that all parties involved in the dispute or disagreement should agree to do so, which shall then be subject to and proceed in accordance with the RV Manufacturer/Dealer Dispute Resolution Program. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. In the event that the parties do not all agree to resolve the dispute or disagreement by mediation and arbitration, the matter may proceed to resolution through the usual legal means.

800 General Provisions

801 Notices

All notices required by this Agreement shall be by certified mail or personal delivery to the following persons at the following addresses:

Home & Park: HOME & PARK MOTORHOMES, 100 Shirley Avenue, Kitchener, ON, N2B 2E1

Dealer: MEGA RV CORPORATION, doing business as MCMAHON'S RV, 1312 RV Center Dr #16, Colton, CA, USA, 92324 .

802 Indemnification

Home & Park will indemnify and hold harmless Dealer from any and all claims, costs, judgments and expenses (including reasonable attorneys' fees) of whatever sort based on claims of product design or manufacturing defects.

803 Titles

Home & Park warrants the acceptability of titles under applicable state and federal statutes regarding make, model, serial number and year of both the Roadtrek and the chassis. Title to any Roadtrek and the respective payment provisions shall be governed by the terms and conditions of the Home & Park order form and invoice. Default by Dealer under such terms and conditions shall constitute default under this agreement.

IN WITNESS WHEREOF, the parties, who have authority to bind their respective corporations, and to make offer and accept fees and payments on behalf of their respective corporations, hereto have executed this Agreement.

380 Dealer's Hours of Business

To the end that the needs of Roadtrek customers and owners are met, the dealership shall be open for business at least during all hours and days which are customary in the local area and lawful for such operations in Dealer's locality.

500 Termination of Agreement

501 Dealer Termination

Dealer may terminate this agreement at any time by giving written notice of such intention to Home & Park at least 365 days prior to the effective date specified for termination.

520 Home & Park Termination

Home & Park shall not, directly or through any officer, agent or employee, terminate, cancel, fail to renew or substantially change the material terms of this Agreement (including the Territory) without good cause.

Except in instances of the insolvency or bankruptcy of Dealer, or assignment for the benefit of creditors by Dealer, or failure to meet sales commitments in section 111, Home & Park shall provide Dealer at least 365 days prior written notice of termination, cancellation, failure to renew or substantial change in the material terms of this Agreement. The notice shall state all the reasons for such action.

530 Good Cause

For purposes of this Agreement "good cause" shall include:

1. Bankruptcy, insolvency or an assignment for the benefit of creditors;
2. Any material breach of this Agreement including but not limited to clauses 109, 111, 112, 120, 140, 172, 187, 188, 190, 191, 192, 210, 301, 320, 360, 360, 370, 375 and 600;
3. Conviction of Dealer of a felony;
4. Failure of Dealer to conduct normal business operations in accordance with all minimum required standards, whether by this agreement or otherwise by law, for a consecutive period of 30 days;
5. Conducting operations of the dealership in such a fashion that it adversely affects the good name of Dealer or Home & Park.

588 Confidentiality Clause

Dealer agrees to keep the terms of this agreement confidential. Release of any of the information or programs to any person or corporation, without Home & Park's express written consent, will be grounds for instant cancellation under this agreement.

595 Repurchase Obligation

If this Agreement is terminated or canceled by Home & Park, Home & Park shall repurchase:

1. All inventories of new, unused and untitled Roadtreks sold by Home & Park to Dealer for resale within the previous 12 months at the original invoice price plus delivery charges and less a 5% repurchase charge for Roadtreks in Dealer's inventory more than 120 days.
2. All inventories of new and unused, parts and accessories sold by Home & Park to Dealer for resale and any special tools sold pursuant to this or any preceding dealership agreement with Home & Park. The repurchase price shall be the original invoice price plus delivery charges less a 15% restocking charge.

Home & Park shall pay Dealer within 90 days of receipt of the returned items.

If this Agreement is terminated, canceled or not renewed by Dealer, Home & Park shall have the right to repurchase, at its discretion, all or part of inventories of new, unused and untitled Roadtreks sold by Home & Park to Dealer for resale at the original invoice price plus delivery charges.

600 Transfer of Ownership or Change of Management

Dealer may transfer or sell all or part the ownership of the dealership (by sale of the business assets, stock transfer, or otherwise), or change executive management of the dealership, so long as such transfer, sale, or change is to a person(s) or corporate entity who is experienced, is creditworthy, has not been convicted of a felony, is properly licensed, and is otherwise qualified and; provided further, that such transfer, sale or change will not result in a relocation of the business and is reasonable under all circumstances and; provided further that such transfer, sale or change is approved by Home & Park.

600 Succession Upon Death

Dealer hereby certifies that the following named individual(s) is currently designated as successor(s) to the ownership interests in the dealership and to the rights under this contract in the event of the death or incapacity of Dealer:

Dealer may from time to time during the term of this Agreement change the certification of this paragraph by providing a written notification to Home & Park.

Dealer's rights under this Agreement may be assigned to the persons designated pursuant to this paragraph unless successor(s) is not creditworthy, has been convicted of a felony or is unable to obtain necessary licenses.

700 Voluntary Mediation and Arbitration

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by mediation and arbitration in the event that all parties involved in the dispute or disagreement should agree to do so, which shall then be subject to and proceed in accordance with the RV Manufacturer/Dealer Dispute Resolution Program. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. In the event that the parties do not all agree to resolve the dispute or disagreement by mediation and arbitration, the matter may proceed to resolution through the usual legal means.

800 General Provisions

801 Notices

All notices required by this Agreement shall be by certified mail or personal delivery to the following persons at the following addresses:

Home & Park: HOME & PARK MOTORHOMES, 100 Shirley Avenue, Kitchener, ON, N2B 2E1

Dealer: MEGA RV CORPORATION, doing business as MCMAHON'S RV, 1312 RV Center Dr #16, Colton, CA, USA, 92324 .

802 Indemnification

Home & Park will indemnify and hold harmless Dealer from any and all claims, costs, judgments and expenses (including reasonable attorneys' fees) of whatever sort based on claims of product design or manufacturing defects.

803 Titles

Home & Park warrants the acceptability of titles under applicable state and federal statutes regarding make, model, serial number and year of both the Roadtrek and the chassis. Title to any Roadtrek and the respective payment provisions shall be governed by the terms and conditions of the Home & Park order form and invoice. Default by Dealer under such terms and conditions shall constitute default under this agreement.

IN WITNESS WHEREOF, the parties, who have authority to bind their respective corporations, and to make offer and accept fees and payments on behalf of their respective corporations, hereto have executed this Agreement.

MEGA RV CORPORATION,
doing business as MCMAHON'S RV

Witness: Richard Biegel

Per: _____ (seal)

Name (print): _____

Title: _____

Birth date: _____

Dated: This 21st day of February 2006.

ACCEPTED BY:

Witness: _____

Name (print): _____

HOME & PARK MOTORHOMES
Division of HYMAR MOTOR CORPORATION

Per: _____ (seal)

Name: Dan Hemmill

Title: General Manager

Dated: This 22 day of February, 2006.

110 Basic Minimum Inventory

Dealer acknowledges that to remain in good standing under this Agreement, subject to product availability, new Roadtreks must be stocked and prominently displayed on all authorized lots in the Dealer's Territory. Dealer's basic minimum inventory of Models on hand or on order for prompt delivery is set forth below:

MODEL	210 Models	190 Models	170 Models	RS-Adventurous	SS-Agile
ON HAND OR ON ORDER	5	4	2	6	3

a.The basic minimum inventory on hand and on order will be reviewed annually by RMI and Dealer. Dealer agrees to any reasonable changes which RMI makes in good faith to any inventory levels. Failure by Dealer to maintain such prescribed basic minimum inventory shall be grounds for termination of the Dealer Agreement by RMI; provided, however, that no default shall be deemed to exist if Dealer orders replacements for Products sold from inventory within ten (10) days after such sale.

b.In the event RMI repurchases any inventory from Dealer for any reason, Dealer shall be liable to RMI for the cost of such repurchase, including freight, attorneys' fees, court costs, loss on resale, and any other costs related thereto, without regard to whether the inventory financing institution releases or impairs any right of subrogation.

111 Other Manufacturers' Products

Dealer may only stock Pleasureway class B motorhomes, and agrees not to stock any other class B motorhomes by any other manufacturers.

112 Dealer Commitment

Dealer agrees to purchase for retail sale a **minimum of seventy-five (75) new and demonstrator Roadtreks** per calendar year.
Dealer will not enter any agreement with any other class B manufacturer that will impact the ability of Dealer to meet or exceed the terms of this agreement.

113 Dealer Effectiveness

Dealer's effectiveness will be reviewed annually on the basis of Dealer's retail sales and/or registrations, market share (where available), stocking of Roadtreks and Roadtrak service parts, sales and service personnel and facilities, customer satisfaction, and warranty and service performance. Dealer must meet or exceed minimum levels of effectiveness as defined by Roadtrek. Written effectiveness reviews prepared by Roadtrek will be furnished to Dealer. For further details, terms and conditions see www.roadtrek.com/dealers/ under Advertising/Intro & Programs/Dealer Elite Program.

114 Dealer Credit Terms

If dealer is provided with floorplan by RMI, that financing is at the sole discretion of RMI. Financial statements will be provided upon request by the dealer to RMI's representatives. Interest payments on motorhomes held in dealer inventory will be made to RMI in accordance with lending agreements and company policies. The dealer has 14 days to forward a payment to RMI after a unit is retail sold and delivered to a retail customer. After fourteen days the dealer will start paying interest at US Prime plus one percent (annualized) to Roadtrak. This bill will be calculated upon receipt of the warranty card, and is due and payable upon receipt

PROOF OF SERVICE

I am employed in the City of Santa Ana and County of Orange, California. I am over 18 years of age and not a party to the within entitled cause; my business address is 1801 Park Court Place, Suite F-101, Santa Ana, California 92701.

On the date indicated below, I served the foregoing document(s) described as:

1. PROTEST [VEHICLE CODE §3070]

on the interested parties in this action, by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

Roadtrek Motorhomes, Inc.
100 Shirley Ave.
Kitchener, Ontario N2B 2E1
Canada

Eric McDonough, Esq.
SEYFARTH SHAW LLP
2029 Century Park East, Suite 3500
Los Angeles, California 90067-3021
[Presumed attorney for Respondent]

Louis S. Chronowski, Esq.
SEYFARTH SHAW LLP
131 South Dearborn Street, Suite 2400
Chicago, Illinois 60603
[Presumed attorney for Respondent]

[X] **(BY MAIL)** The envelope was deposited with the U.S. Postal Service on the same day with postage thereon fully prepaid at Sacramento, California.

I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed on January 28, 2010 at Sacramento, California.

Tina Hopper

TINA HOPPER