

SIGHT INSPECTION REPORT

Count 3

CONSUMER INFORMATION

Name: Williams, Jean
Address: 120 Bluegill Circle
City/State/Zip: Moscow Mills, MO 63362
Phone: 636-366-4001

INSPECTION INFORMATION

Date of Inspection: 3/29/04
Re-Inspection: 5/11/04
Inspector: Tim Haden

FILED³

MAR 28 2005

HOME INFORMATION

Date of Manufacture: 11/01/01
Model: 5051
HUD Label #: NTA1173342/43
Serial #: 58475AB

MANUFACTURER

Name: Cavalier Addison
Address: PO Box 300
City/State/Zip: Addison, AL 35540
Phone: 256-747-1575

Missouri Public
Service Commission

DEALER

Name: America's Home Brokers
Address: 345 John Deere Dr.
City/State/Zip: Moscow Mills, MO 63362
Phone: 636-366-4750

RESPONSIBILITIES

Manufacturer to conduct a Subpart I on item(s): 1
Dealer to correct items: 2,3

Manufacturer to conduct a Subpart I per the Manufactured Home Procedural and Enforcement Regulations 3282.401. References to Part 3280 refer to the Manufactured Home Construction and Safety Standards.

SUMMARY OF PROBLEMS

-) The fireplace flu pipe is below the minimum required height above the roof.
3280.709(g)(1)(vii) Complete 5/11/04

Dealer to correct the following set up deficiencies: Items 1 thru 2 refer to the manufacturer's installation set up manual. References to Part 3280 refer to the Manufactured Home Construction and Safety Standards.

SUMMARY OF PROBLEMS

-) Set up deficiencies.

- a) The centerline floors are uneven at the rear end hallway area of the home.
Complete 5/11/04
- b) The two sections are not properly fastened together. The end walls are to be fastened together using #8 x 3" screws spaced at 24" on-center. The rim joist are to be fastened together using 5/16" x 3" lag screws spaced at 48" apart on-center. Any gap between the rim joist must be filled with wood shims at the lag locations. Holes in the bottom board must also be patched. The ridge beams are to be fastened together using 5/16" lag screws at 45" on-center. The gap between the ridge beams must be shimmed with wood at the lag locations. Also, all shipping materials must be removed and the shingles removed from between the ridge beams.
Complete 5/11/04
- c) The shingle ridge is not properly installed. The shingle ridge is open to the west. The ridge must open in the opposite direction of prevailing wind. Also, the shingles are not properly fastened. The nails are placed in the shingle tar strip or too far above the tar strip. The nails must be just above or below the tar strip depending on the shingle manufactures installation instructions. The manufacture
also requires a 30 gauge x 9" galvanized steel cap continuous under the shingle ridge.
Complete 5/11/04
- d) The ground vapor barrier does not cover the entire area under the home.
Complete 5/11/04
- e) The manufacture requires piers over 36" in height to be double stacked.
Incomplete 5/11/04 Incomplete 1/14/05, See images A,B
- f) The crossover frame ground wire has not been installed.
Complete 5/11/04

Exhibit No. 11
Case No(s) MC-2005-0028
Date 3-02-05 Rptr xf

ENVIRONMENTAL SERVICES
204 Janet Dr.

545454

STATEMENT

Moscow Mills, MO 63362
366-4156

TERMS
1-19-05

TO
Freund Investments
ADDRESS

Moscow Mills Mo.
IN ACCOUNT WITH

Bluegill ct, Fontaine Lake est.
Moscow Mills Mo.

Re-install 220 line for

A.C. in conduit

5 hrs labor & material

\$ 112.54

Thank you

\$ 112.54

- g) The drain line installed under the home is required to be strapped every 4' minimum.
Incomplete 5/11/04 Incomplete 1/14/05, See image C *own*
- h) The electric cable installed under the home for the central air conditioner circuit is not protected in conduit from moisture and damage required.
Incomplete 5/11/04 Incomplete 1/14/05, See image D
- i) There are no perimeter piers installed under the exterior doors as required by the manufacture.
Incomplete 5/11/04 Incomplete 1/14/05 E
- 3) This home is not properly anchored according to state standards.
Incomplete 5/11/04
- a) The anchors installed are approved for use in soil class 3, the soil class at this location is class 4 and class 4 approved anchors must be used to properly anchor the home.
- b) Some of the frame straps along the back side of the home are too steep due to the height of the home. An additional frame strap should be installed to the inside I-beam.
- c) The frame straps must wrap the anchor bolts a minimum of 3 wraps. Also, the frame straps must be installed tight.
- Incomplete 1/14/05, Note: Soil class 4 anchors are now installed but there are no stabilizer devices installed and some anchors are not installed to their full depth. Also, the frame straps are not drawn tight. See images F,G

I.) Customer to provide piers per form 500. Dealership did not do site work. If customer poured pier we would install Door piers.

C. The home has twice the required number of anchors and all straps are tight.

E. Factory doesn't acknowledge. Marriage line piers need double stacked

Count Three : Jean Williams

2) Centerline floors uneven- Completed Adjusted

B) Completed all Items

c) Prevailing winds , The winds change with the seasons, There is no predetermined prevailing winds. WE re installed the shingles in opposite direction

D) Ground vapor barrier- Re adjusted vapor barrier

e) Double stacked additional piers on all piers over 36"

f) Crossover ground strap= Installed

G) Drain line not strapped every 4'- Completed installed straps

H) A/c line not in conduit- Installed in conduit- Environmental service performed

I- Per contract customer did not in stall piers

3) Anchoring home

Completed installed 40 anchors and stabilizer plates

Item J) Venting of crawlspace-

The set up manual does not give any instructions for crawlspace. The set up manual gives formula for skirted home. The following codes discuss crawlspace venting.

International Residential code 2003 (408.2)

Uniform Building code 1997 (2306.7)

Both of these codes state if vapor barrier is installed which it is that 1 Sq. Ft per 1500 sq.ft of underfloor is required if cross venting is done which it is.

Regarding Siding - IBC 2000 1405.13.1
Vinyl siding must be installed over approved sheathing or materials, and must comply with requirements for weather resistance. Approved nails must resist corrosion and have a minimum .313 head Diameter and .125 Shank Diameter. For horizontal installation fastener spacing must be 16 horizontally or less and 12 inches vertically.

AMERICA'S HOME BROKERS, INC.

345 John Deere Dr.
 MOSCOW MILLS, MISSOURI 63362
 (636) 386-4750 • Fax (636) 386-4341

BUYER(S) Harry and Joan Williams		PHONE 636-386-4301		DATE 3/28/02	
ADDRESS 120 HARRISON CIRCLE, MOSCOW MILLS, MO 63362		SALESPERSON JIMMY STEWART			
DELIVERY ADDRESS 120 HARRISON CIRCLE, MOSCOW MILLS, MO 63362					
MAKE & MODEL SPRINT, PORTHOLE		YEAR 2002	B.D. ROOMS 4	FLOOR SIZE L 100 W 28	STOCK NUMBER
SERIAL NUMBER CV02A0258475 AB		COLOR WHITE/BLACK		PROPOSED DELIVERY DATE ASAP	KEY NUMBERS
<input checked="" type="checkbox"/> NEW <input type="checkbox"/> USED					
LOCATION	R-VALUE	THICKNESS	TYPE OF INSULATION	BASE PRICE OF UNIT \$ 49,900 00	
CEILING	33	2.943	BLOWN CELLULOSE	OPTIONAL EQUIPMENT	
EXTERIOR	11	2.500	FIBERGLASS BATT		
FLOORS	22	7.070	FIBERGLASS BATT	SUB-TOTAL \$ 49,900 00	
THIS INSULATION INFORMATION WAS FURNISHED BY THE MANUFACTURER AND IS DISCLOSED IN COMPLIANCE WITH THE FEDERAL TRADE COMMISSION RULE 16CRF SECTION 460.16.				SALES TAX 1,256 02	
OPTIONAL EQUIPMENT, LABOR AND ACCESSORIES				NON-TAXABLE ITEMS 115 00	
Delivery - From 150 mile radius \$				VARIOUS FEES AND INSURANCE	
Set Up - On customer's piers.				1. CASH PURCHASE PRICE \$ 52,251 52	
Block level, and tie down home - one time.				TRADE-IN ALLOWANCE \$ 23,000 00	
Remove hitch IF BOLT ON, ONLY!				LESS BAL. DUE on above \$	
Hook up water and sewer to stubs under home.				NET ALLOWANCE \$ 23,000 00	
Insulate and heat tape waterline - under home.				CASH DOWN PAYMENT \$ 10,000 00	
Skirt home YES NEW Install A/C YES 12000 00				CASH AS AGREED (SEE REMARKS) \$	
Tires & axles are property of America's Home Brokers, Inc.				2. LESS TOTAL CREDITS \$ 33,000 00	
Electric and/or gas hook ups are buyer's responsibility.				SUB-TOTAL \$ 19,251 52	
Buyer responsible for any heavy or extra equipment needed!				SALES TAX (If Not Included Above)	
				3. Unpaid Balance of Cash Sale Price \$ 19,251 52	
HOME TO HAVE GREASY CURTAIN				REMARKS:	
One set + fiberglass steps				Normal AS IS, with no warranty, either expressed or implied, on the part of America's Home Brokers, Inc. Skirting installed up to 35" high. Framing of skirting is customer responsibility. No warranty on heat tape. No warranty on freeze ups.	
				ONE YEAR MANUFACTURER'S WARRANTY ON TIRE APPLIES.	
				\$10,000.00 CASHIER'S CHECK RECEIVED ON 2/27/02	
BALANCE CARRIED TO OPTIONAL EQUIPMENT \$					
NOTE: WARRANTY AND EXCLUSIONS AND LIMITATIONS OF DAMAGES ON THE REVERSE SIDE.					
DESCRIPTION OF TRADE-IN		YEAR	1995	28	50
MAKE		MODEL	3	BEDROOMS	
TITLE NO.		SERIAL NO.		COLOR	
AMOUNT OWING TO WHOM		DEALER			
ANY DEBT BUYER OWES ON TRADE-IN IS TO BE PAID BY <input type="checkbox"/> DEALER <input type="checkbox"/> BUYER					
THIS AGREEMENT CONTAINS THE ENTIRE UNDERSTANDING BETWEEN DEALER AND BUYER AND NO OTHER REPRESENTATION OR INDUCEMENT, VERBAL OR WRITTEN, HAS BEEN MADE WHICH IS NOT CONTAINED IN THIS CONTRACT. BUYER(S) ACKNOWLEDGE RECEIPT OF A COPY OF THIS ORDER AND THAT BUYER(S) HAVE READ AND UNDERSTAND THE BACK OF THIS AGREEMENT.					
AMERICA'S HOME BROKERS, INC.		DEALER		SIGNED X <i>Jimmy Stewart</i> BUYER	
Not Valid Unless Signed and Accepted by an Officer of the Company or an Authorized Agent				SOCIAL SECURITY NO. 458 46 0549	
By <i>Joan Williams</i>		Approved		SIGNED X <i>Joan Williams</i> BUYER	
				SOCIAL SECURITY NO. 495 48 4839	

Larry Coy Mobile Home Service
 171 Janet Dr.
 Moscow Mills, Mo.
 63382

636-262-4323

**BILLING STATEMENT
 NO.**

TO *Americas Home Builders
 Moscow Mills Mo.*

Page 1

Date

PRICE FOR LABOR		
TEAR DOWNS		setup doubles on lot
SET UPS		COMPLETE SET DBLS
ESCORTING	1.00 PER ML	
BOARDING HOME INTO OR OUT OF L	20.00 PER HR	
WINCHING HOME INTO OR OUT OF LOTS	20.00 PER HR	

BLOCKS	1.00EA	
ANCHOR PLATES	6.00EA	
ANCHOR	5.00EA	
TIEDOWN STRAPS	2.50EA	
WATERLINE	.50FT	
HEAT TAPE & INS	4.50 PER FT	
SERWER LINE	2.50 PER FT	

ITEM NO.	QTY.	ITEM DESCRIPTION	PRICE EACH	TOTAL
1.		Retended Centaline of home.		
2.		Added 4x4 in bottom of home Installed 3" Screws in End of home Pitched Nails in Bottom.		
3.		Removed Ridge Cap & Replaced Facing Opposit Direction & added Steel Cap.		
4.		Added Vapor Barrier Under Home.		
5.		Double Stacked Manages Piss over 36"		
6.		Installed Crosoner Drain W/uc.		
ESCORTING			1.00PERMI	

TOTAL	MATERIAL	
TOTAL	LABOR	
TOTAL	MILAGE	
	TOTAL	

SER. NO. OF HOME	MAKE & MODEL
YEAR OF HOME	SIZE OF HOME
CUST. NAME	CUST. ADD.

Larry Coy Mobile Home Service
171 Janet Dr.
Moscow Mills, Mo.
63362

636-262-4323

BILLING STATEMENT
NO.

TO *Americas Home Services*
Moscow Mills Mo.

Page #2

Date

PRICE FOR LABOR		
TEAR DOWNS		setup doubles on lot
SET UPS		COMPLETE SET DBLS
ESCORTING	1.00 PER ML	
BOARDING HOME INTO OR OUT OF L	20.00 PER HR	
WINCHING HOME INTO OR OUT OF LOTS	20.00 PER HR	

BLOCKS	1.00EA	
ANCHOR PLATES	6.00EA	
ANCHOR	5.00EA	
TIEDOWN STRAPS	2.50EA	
WATERLINE	.50FT	
HEAT TAPE & INS	4.50 PER FT	
SERWER LINE	2.50 PER FT	

ITEM NO.	QTY.	ITEM DESCRIPTION	PRICE EACH	TOTAL
7		<i>Restraped Down Line</i>		
8		<i>Remainder pins were not installed No pins were found for them</i>		
9		<i>Installed an anchor in between each existing anchor as specified by PSC man & installed Straps to Inside frame on high part of home.</i>		
			31 hrs	511.50
ESCORTING			1.00PERMI	

TOTAL	MATERIAL
TOTAL	LABOR
TOTAL	MILEAGE
	TOTAL 511.50

PAID 3-20-04

SER. NO. OF HOME	MAKE & MODEL
YEAR OF HOME	SIZE OF HOME
CUST. NAME	CUST. ADD.

**BEFORE THE PUBLIC SERVICE COMMISSION
STATE OF MISSOURI**

Director of Manufactured Housing and
Modular Units Program of the Public
Service Commission,

Complainant,

v.

America's Home Brokers, Inc.,

Respondent.

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Case No. MC-2005-0028

AFFIDAVIT

Larry Coy, having been duly subscribed and sworn, according to

law states as follows:

1. My name is Larry Coy, I am an employee of Freund

Investments.

2. At the direction of Todd Freund I went to the manufactured home located at

120 Bluegill Circle.

3. On the 23rd day of JANUARY, 2004, I did the following

repair and/or service work at that location:

I made the corrections to the set up items listed in the report items 2a, 2b, 2c, 2d, 2e, 2f, 2g, And Item 3a, 3b, 3c. These repairs are completed to the correct standards as of this date Feb-16-05

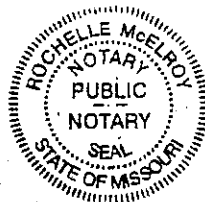

AFFIANT

STATE OF MISSOURI)
COUNTY OF Lincoln) SS

Before me this 22 day of February, 2005, appeared
_____, to me personally known who being duly sworn upon his/her oath
stated that the matters set forth in his/her Affidavit above were true and correct based upon
his/her own knowledge and did in my presence execute the foregoing affidavit.

My Commission Expires: 10-30-07

Rochelle McElroy
NOTARY PUBLIC



ROCHELLE MCELROY
NOTARY PUBLIC - STATE OF MISSOURI
LINCOLN COUNTY
MY COMMISSION EXPIRES OCT. 30, 2007

Count III was Item 2(h)

ENVIRONMENTAL SERVICES
204 Janet Dr.

545454

STATEMENT

Moscow Mills, MO 63362
366-4156

TERMS

1-19-05

TO

Friend Investments

ADDRESS

IN ACCOUNT WITH

Moscow Mills Mo.

Bluegill ct, Fontaine Lake est.

Moscow Mills Mo.

Re-install 220 line for

A.C. in conduit

5 hrs labor & material

\$ 112.54

Thank you

\$ 112.54

Count III Wms Item 20

AMERICA'S HOME BROKERS, INC.

345 John Deere Dr.
MOSCOW MILLS, MISSOURI 63362
(636) 366-4750 • Fax: (636) 356-4841

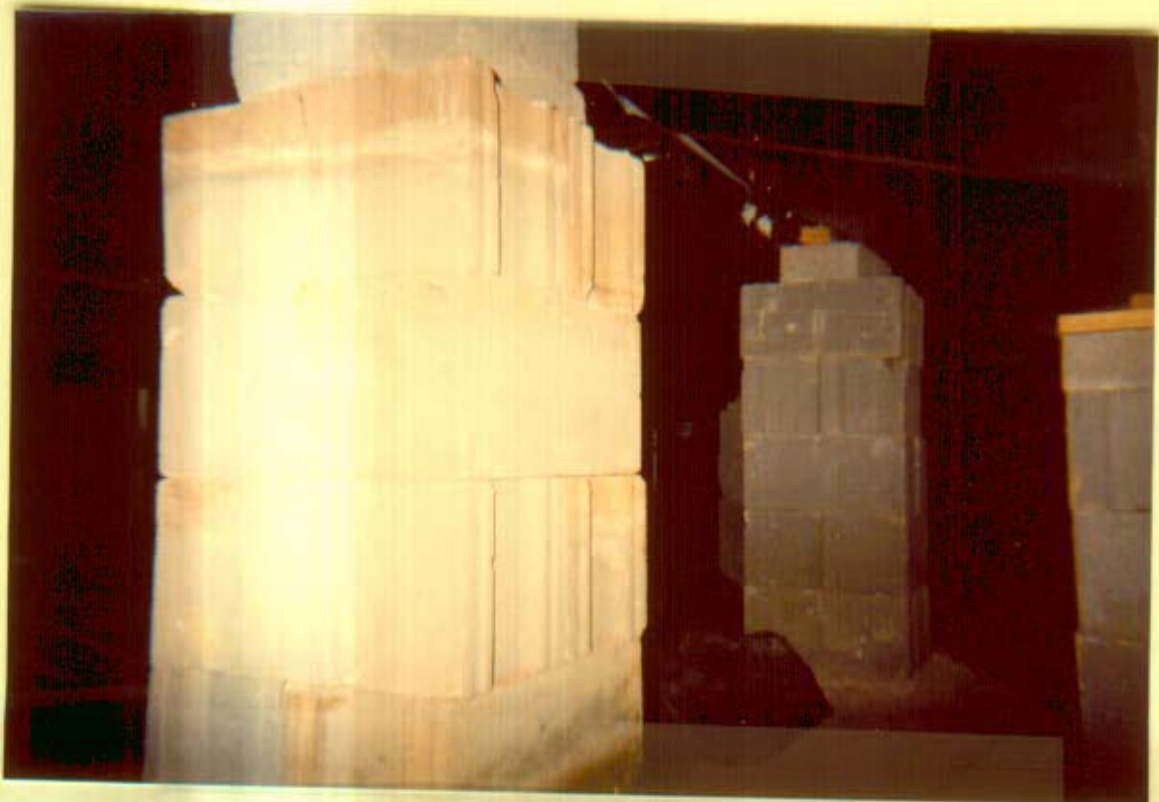
BUYER(S)				PHONE				DATE			
ADDRESS						SALESPERSON					
DELIVERY ADDRESS											
MAKE & MODEL				YEAR	BD. ROOMS	FLOOR SIZE L W		HITCH SIZE L W		STOCK NUMBER	
SERIAL NUMBER				<input type="checkbox"/> NEW <input type="checkbox"/> USED		COLOR		PROPOSED DELIVERY DATE		KEY NUMBERS	
LOCATION		R-VALUE	THICKNESS	TYPE OF INSULATION		BASE PRICE OF UNIT			\$		
CEILING						OPTIONAL EQUIPMENT					
EXTERIOR											
FLOORS						SUB-TOTAL			\$		
THIS INSULATION INFORMATION WAS FURNISHED BY THE MANUFACTURER AND IS DISCLOSED IN COMPLIANCE WITH THE FEDERAL TRADE COMMISSION RULE 16CFR, SECTION 460.16.						SALES TAX					
OPTIONAL EQUIPMENT, LABOR AND ACCESSORIES						NON-TAXABLE ITEMS					
Delivery — Within 100 mile radius.						VARIOUS FEES AND INSURANCE					
Set-Up — On customer's piers.						1. CASH PURCHASE PRICE			\$		
Block, level, and tie down home — one time.						TRADE-IN ALLOWANCE			\$		
Remove hitch IF BOLT ON, ONLY!						LESS BAL. DUE on above			\$		
Hook up water and sewer to stubs under home.						NET ALLOWANCE			\$		
Insulate and heat tape waterline — under home.						CASH DOWN PAYMENT			\$		
Skirt home Install A/C						CASH AS AGREED (SEE REMARKS)			\$		
Tires & axles are property of America's Home Brokers, Inc.						2. LESS TOTAL CREDITS			\$		
Electric and or gas hook ups are buyer's responsibility.						SUB-TOTAL			\$		
Buyer responsible for any heavy or extra equipment needed!						SALES TAX (If Not Included Above)					
						3. Unpaid Balance of Cash Sale Price			\$		
<p><i>Customer poured PIERs</i></p>						REMARKS:					
						Home sold AS IS, with NO warranty, either expressed or implied or otherwise, by America's Home Brokers, Inc.					
						Skirting installed up to 36" high.					
						Framing of skirting is customer responsibility.					
						No warranty on heat tape.					
						No warranty on freeze ups.					
BALANCE CARRIED TO OPTIONAL EQUIPMENT						\$					
NOTE: WARRANTY AND EXCLUSIONS AND LIMITATIONS OF DAMAGES ON THE REVERSE SIDE.											
DESCRIPTION OF TRADE-IN				YEAR		SIZE		Dealer and Buyer certify that the additional terms and conditions printed on the other side of this contract are agreed to as a part of this agreement, the same as if printed above the signatures. Buyer is purchasing the above described trailer, manufactured home or vehicle; the optional equipment and accessories, the insurance as described has been voluntary; that Buyer's trade-in is free from all claims whatsoever, except as noted.			
MAKE				MODEL		BEDROOMS					
TITLE NO.				SERIAL NO.		COLOR					
AMOUNT OWING TO WHOM											
ANY DEBT BUYER OWES ON TRADE-IN IS TO BE PAID BY <input type="checkbox"/> DEALER <input type="checkbox"/> BUYER											
THIS AGREEMENT CONTAINS THE ENTIRE UNDERSTANDING BETWEEN DEALER AND BUYER AND NO OTHER REPRESENTATION OR INDUCEMENT, VERBAL OR WRITTEN, HAS BEEN MADE WHICH IS NOT CONTAINED IN THIS CONTRACT. BUYER(S) ACKNOWLEDGE RECEIPT OF A COPY OF THIS ORDER AND THAT BUYER(S) HAVE READ AND UNDERSTAND THE BACK OF THIS AGREEMENT.											
AMERICA'S HOME BROKERS, INC.						DEALER		SIGNED X _____ BUYER			
Not Valid Unless Signed and Accepted by an Officer of the Company or an Authorized Agent								SOCIAL SECURITY NO. _____ / _____ / _____			
By _____								SIGNED X _____ BUYER			
Approved _____								SOCIAL SECURITY NO. _____ / _____ / _____			

ADDITIONAL TERMS AND CONDITIONS

Buyer understands that the term "unit" used in this agreement describes the Mobile/Manufactured Home, or any item or combination of items as described on the front of this agreement. Buyer further agrees (continued from other side of Contract).

1. **IF NOT A CASH TRANSACTION.** If Buyer does not complete this purchase as a cash transaction, Buyer knows before or at the time of delivery of the unit purchased, Buyer will enter into a retail installment contract and sign a security agreement or other agreement as may be required to finance Buyer's purchase.
2. **TITLE.** Title to the unit purchased will remain in Dealer until the agreed upon purchase price is paid in full in cash, or Buyer has signed a retail installment contract and it has been accepted by a bank or finance company, at which time title passes to Buyer even though the actual delivery of the unit purchased may be made at a later date.
3. **TRADE-IN.** If Buyer is trading in a used car, manufactured home, trailer, or other vehicle, Buyer will give Dealer the original bill of sale or the title to the trade-in. Buyer promises that any trade-in which Buyer gives is owned by Buyer and is free of any lien or other claim except as noted on the other side of this contract. Buyer promises 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 will reimburse Dealer on demand, or Dealer may add that amount to this contract as if it had been originally included.
4. **REGISTRATION OR LICENSE OF TRADE-IN.** If Buyer has a trade-in and it is registered or licensed in a state outside of the one where this order is written, Buyer will immediately have the trade-in registered or licensed in the state Dealer indicates and Buyer will pay any and all expenses and registration or licensing fees required. If Dealer handles the registration or licensing of the trade-in, Buyer will reimburse Dealer for the expense on demand or Dealer may add that amount to this contract as if it had been originally included.
5. **REAPPRAISAL OF TRADE-IN.** If Buyer is making a trade-in and it is not delivered to Dealer at the time of the original appraisal and if later, on delivery, it appears to Dealer that there have been material changes made in the furnishings or accessories, or in its general physical condition, Dealer may make a reappraisal. This later appraisal value will then determine the allowance to be made for the trade-in.
6. **FAILURE TO COMPLETE PURCHASE.** If Buyer fails or refuses to complete this purchase within the time frame specified in this contract or as specified in the Uniform Commercial Code of the state in which Buyer signs this contract, or within an agreed upon extension of time, for any reason (other than cancellation because of any increase in price), Dealer may keep that portion of Buyer's cash deposit which will adequately compensate Dealer for Dealer's actual, consequential, and incidental damages, and all other damages, expenses or losses which Dealer incurs because Buyer failed to complete Buyer's purchase. If Buyer has not given Dealer a cash deposit or it is inadequate and Buyer has given Dealer a trade-in, Dealer may sell the trade-in at public or private sale, and deducted from the money received an amount that will adequately compensate Dealer for any and all of the above mentioned damages, expenses, and losses incurred because Buyer failed to complete this purchase. Retention of any portion of the cash deposit or the application of sale proceeds shall be in addition to, and not to the exclusion of, any other remedies Dealer may have at law, and this contract shall not be interpreted as containing a liquidated damages provision. Buyer understands that Dealer shall have all the rights of a seller upon breach of contract under the Uniform Commercial Code, except the right to seek and collect "liquidated damages" under Section 2-718. If Dealer prevails in any legal action which Dealer brings against Buyer, or which Buyer brings against Dealer, concerning this contract, Buyer agrees to reimburse Dealer for Dealer's reasonable attorneys' fees, court costs and expenses which Dealer incurs in prosecuting or defending against that legal action.
7. **CHANGES BY MANUFACTURER.** Buyer understands that the manufacturer may make any changes in the model, or designs, or any accessories and parts from time to time, and at any time, if the manufacturer does make changes, neither Dealer nor the manufacturer are obligated to make the same changes in the unit Buyer is purchasing and covered by this order, either before or after it is delivered to Buyer.
8. **DELAYS.** Buyer will not hold Dealer liable for delays caused by the manufacturer, accidents, strikes, fires, or any other cause beyond Dealer's control.
9. **INSPECTION.** Buyer has examined the product and finds it suitable for Buyer's particular needs. Buyer has relied upon Buyer's own judgement and inspection in determining that it is of acceptable quality. On the special unit ordered, Buyer has relied on Buyer's inspection of the display model(s), the brochures and bulletins and/or the floor plan provided to Dealer by the Manufacturer, in making Buyer's decision to purchase the unit described on the reverse side of this agreement.
10. **WARRANTIES AND EXCLUSIONS.** BUYER UNDERSTANDS THAT THERE MAY BE WRITTEN WARRANTIES COVERING THE UNIT PURCHASED, OR ANY COMPONENT(S), OR ANY APPLIANCE(S) WHICH HAVE BEEN PROVIDED BY THE MANUFACTURERS. DEALER HAS GIVEN BUYER AND BUYER HAS READ AND UNDERSTOOD A STATEMENT OF THE TYPE OF WARRANTY COVERING THE UNIT PURCHASED AND/OR COMPONENT(S) AND/OR APPLIANCE(S) BEFORE BUYER SIGNED THIS SALES CONTRACT. THERE IS NO EXPRESS WARRANTY ON USED UNITS. EXCEPT WHERE PROHIBITED BY LAW: (i) DELIVERY BY DEALER TO BUYER OF THE WARRANTY BY THE MANUFACTURER OF THE UNIT PURCHASED, OR ANY COMPONENT(S), OR ANY APPLIANCE(S) DOES NOT MEAN DEALER ADOPTS THE WARRANTY(S) OF SUCH MANUFACTURER(S); (ii) BUYER ACKNOWLEDGES THAT THESE EXPRESS WARRANTIES MADE BY THE MANUFACTURER(S) HAVE NOT BEEN MADE BY DEALER EVEN IF THEY SAY DEALER MADE THEM OR SAY DEALER MADE SOME OTHER EXPRESS WARRANTY. AND (iii) DEALER IS NOT THE AGENT OF THE MANUFACTURER(S) FOR WARRANTY PURPOSES EVEN IF DEALER COMPLETES, OR ATTEMPTS TO COMPLETE REPAIRS FOR THE MANUFACTURER(S). EXCEPT IN WV, MS, OR WHERE OTHERWISE PROHIBITED BY LAW: (i) BUYER UNDERSTANDS THAT THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER WARRANTIES EXPRESSED OR IMPLIED ARE EXCLUDED BY DEALER FROM THIS TRANSACTION AND SHALL NOT APPLY TO THE UNIT OR ANY COMPONENT OR ANY APPLIANCE CONTAINED THEREIN; (ii) BUYER UNDERSTANDS THAT DEALER MAKES NO WARRANTIES WHATSOEVER REGARDING THIS UNIT OR ANY COMPONENT OR ANY APPLIANCE CONTAINED THEREIN, AND (iii) BUYER UNDERSTANDS THAT DEALER DISCLAIMS AND EXCLUDES FROM THIS TRANSACTION ALL WARRANTY OBLIGATIONS WHICH EXCEED OR EXIST OVER AND ABOVE THE LEGAL WARRANTIES REQUIRED BY APPLICABLE STATE LAW.
11. **LIMITATION OF DAMAGES.** EXCEPT IN WV AND ANY OTHER STATE WHICH DOES NOT ALLOW THE LIMITATION OF INCIDENTAL, AND/OR CONSEQUENTIAL DAMAGES, THE FOLLOWING LIMITATION OF DAMAGES SHALL APPLY. IF ANY WARRANTY FAILS BECAUSE OF ATTEMPTS AT REPAIR ARE NOT COMPLETED WITHIN A REASONABLE TIME, OR ANY REASON ATTRIBUTED TO THE MANUFACTURER, INCLUDING MANUFACTURERS WHO HAVE GONE OUT OF BUSINESS, BUYER AGREES THAT IF BUYER IS ENTITLED TO ANY DAMAGES AGAINST DEALER, BUYER'S DAMAGES ARE LIMITED TO THE LESSER OF EITHER THE COST OF NEEDED REPAIRS OR REDUCTION IN THE MARKET VALUE OF THE UNIT CAUSED BY THE LACK OF REPAIRS. BUYER ALSO AGREES THAT ONCE BUYER HAS ACCEPTED THE UNIT, EVEN THOUGH THE MANUFACTURER(S) WARRANTY DOES NOT ACCOMPLISH ITS PURPOSE, THAT BUYER CANNOT RETURN THE UNIT TO DEALER AND SEEK A REFUND FOR ANY REASON.
12. **INSURANCE.** Buyer understands that Buyer is not covered by insurance on the unit purchased until accepted by an insurance company, and Buyer agrees to hold Dealer harmless from any and all claims due to loss or damage prior to acceptance of insurance coverage by an insurance company.
13. **CONTROLLING LAW AND PLACE OF SUIT.** The law of the State, in which Buyer signs this contract, is the law which is to be used in interpreting the terms of the contract. Dealer and Buyer agree that if any dispute between us is submitted to a court for resolution, such legal proceeding shall take place in the county in which Dealer's principal offices are located. If under state law a special dispute resolution procedure or complaint process is available, Buyer agrees to the extent permitted by law that procedure shall be the only method of resolution and source of remedies available to Buyer.
14. **IF PART INVALID REST OF CONTRACT SAVED.** Dealer and Buyer agree that each portion of this contract is independent and if any paragraph or provision violates the law and is unenforceable, the rest of the contract will be valid.
15. **DELIVERY AND PLACEMENT.** If Dealer has included delivery of the unit purchased in the purchase price, or if Dealer quotes a charge for delivery to Buyer's destination, Dealer's agreement to transport the unit purchased, as well as the price quotation made, is based upon Buyer's assurance that travel is along acceptable all-weather surfaced roads, fully open and accessible, from point of origin to point of delivery, during the period required for transportation. Buyer assumes all responsibility for the proper preparation of Buyer's property to both receive and locate the unit purchased. If Dealer must hire extra labor and/or equipment in order to deliver and place the unit purchased because of something not previously disclosed to Dealer, Buyer will pay for all those additional costs. Buyer understands that Dealer does not guarantee proper placement unless a concrete pier, running below the front line, has first been prepared. Buyer will pay for all labor and material costs to re-set the unit when caused by future settling or sinking resulting from failure to provide a foundation approved by the State or Local Code in which the home is sited. Buyer understands that the sewer must be stubbed out of the ground, the waterline must be capped and the electric line connected to a meter pole with a proper receptacle within 20 feet of the electric box inside of the home. Buyer understands that unless otherwise provided on the other side of this contract, the unit purchased is sold by Dealer F.O.B. Dealer's lot and Buyer is responsible for transporting it.
16. **CONNECTIONS, PERMITS AND CHANGES.** Buyer understands that Dealer is not permitted to make plumbing or electrical connections or connection of certain natural gas or propane appliances where state or local ordinance require a licensed plumber or electrician to do the work. Buyer understands that Dealer is not responsible for obtaining health or sanitary permits, nor for any local, county, or state permits required because of restrictive zoning. Buyer understands that Dealer is not responsible for making changes to plumbing, electrical or construction changes required by special building ordinances or laws. Buyer will pay the costs of any changes needed for compliance with local, county or state laws or zoning requirements.
17. **NOTICE OF WIDTH LIMITATIONS.** Buyer has been informed of the length and width limitations, as of the date of this contract, now enforced in the several states, or provinces of Canada, as they may apply to the movement of manufactured homes over the public highways, and the fact that special permits are required. Buyer understands that some states, or the provinces of Canada, do not grant the required permits where the size exceeds the statutory maximum. Buyer releases Dealer and Dealer's assigns, and the manufacturer and its assigns, from any and all demands, suits or counterclaims, based on the size of the unit purchased, if it exceeds the limitations which are now, or may later be, imposed by any state or province.

Count 3 ITEM 2E



Count 3 item (2E)

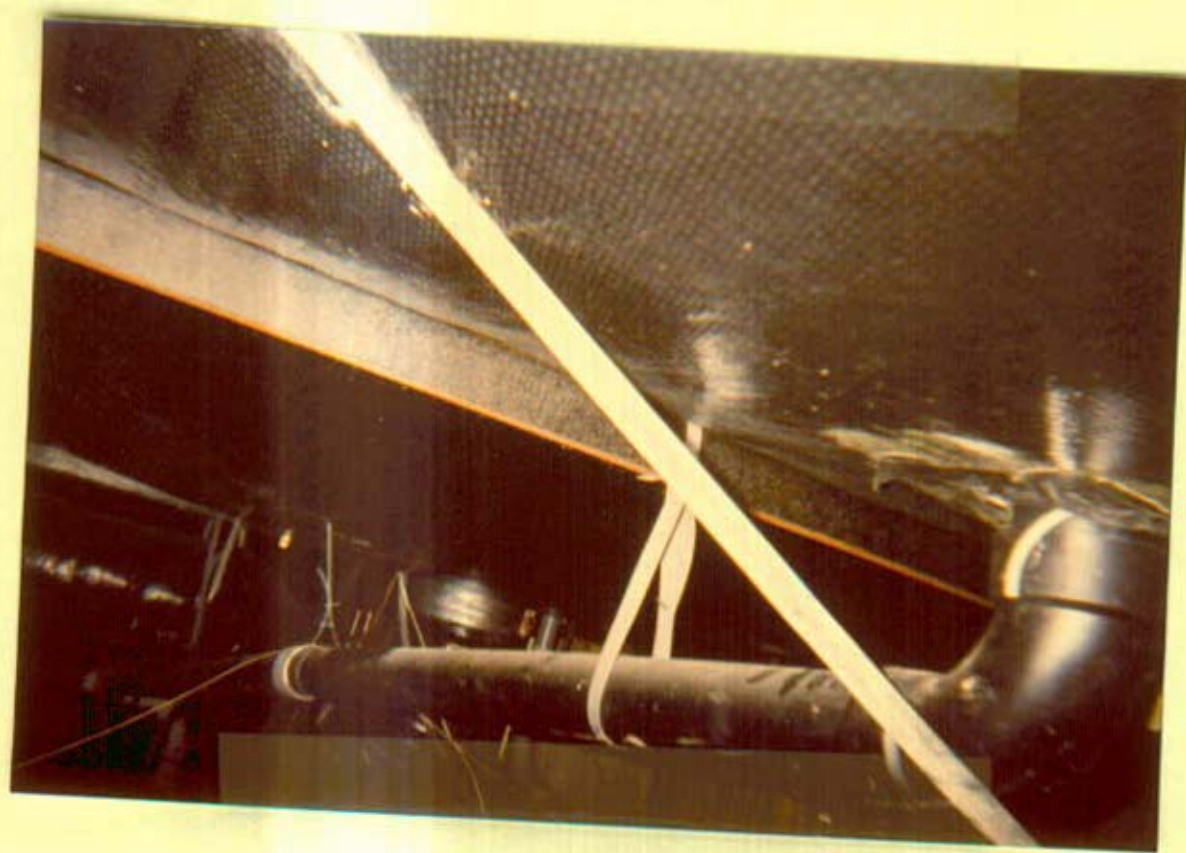


Count 3

item 2 (g)



Count 3 Item 2(g)



Count 3 item 3(a)



Count 3

Item 3(b)

