

- 1 - Customer: K. WHITE *INITIALS: _____

ENGINEERED HOME AGREEMENT AND SALES CONTRACT

This Sales Contract made and entered into this 4 day of OCTOBER, 2008, by and between 5 Star Home & Development Company, Inc. (hereinafter referred to as "Builder"); and KEN WHITE ^{of Fullon} whose address is 175 CRIDENVILLE, MO 63366 and telephone number is 636-262-4660 (hereinafter referred to as "Buyer"). Builder hereby sells and Buyer hereby purchases an engineered home as described within the contents of this document and attached exhibits as noted.

MODEL: See attached literature marked as Exhibits A ^{PLANS} & B ^{STD. SPECS}, attached hereto and incorporated by reference as if fully set forth herein as the specifications of the model purchased. * Note any additional attached Exhibits: C, D ^{COST BREAKDOWN DECLARATION/RESPONSIBILITIES}

Style: <u>RANCH</u>	Model Home: <u>MINIMUM</u>	Approximate Square Footage: <u>1440</u>
Bedrooms: <u>2</u>	Baths: <u>2</u>	General Roof Pitch: <u>6/12</u>

INSULATION: This insulation information was furnished by the Manufacturer and is disclosed in compliance with the Federal Trade Commission Rule 16CRF, Section 460.16.

LOCATION	R-VALUE	THICKNESS	INSULATION TYPE
CEILING:			<u>ICYNENE FOAM</u>
EXTERIOR:		<u>FOAM OPTION</u>	<u>11"</u>
FLOORS: *			

* Sub-Floor insulation available on crawlspace models only.

PRICE OF UNIT:

*(Specify Sale Type)

BASE PRICE OF HOME: *	<u>WHOLESALE</u>	\$	<u>72,000</u>	<u>00</u>
FACTORY OPTIONS:	<u>ICYNENE FOAM</u>		<u>21 60</u>	<u>00</u>
<u>ADDITIONAL OPTIONS BRUSHED NICKEL HARDWARE, FIXTURES, GARBAGE DISPOSAL DIMMER SWITCH w/B-4-CF'S INCLUDED</u>			<u>(3 40.00)</u>	
<u>SUBTOTAL OF HOME & OPTIONS</u>			<u>74,500</u>	<u>00</u>
<u>STD. SPECS. SHEET - EXHIBIT "B"</u>				
<u>DECLARATION OF RESPONSIBILITIES - EXHIBIT "D"</u>				

Staff Exhibit No. 7
Date 11/9/10 Reporter JNB
File No. ML-2010-0311

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Subtotal of Page #1: (Base Price and Factory Options)	\$ 74,500	00
<i>SEE EXHIBIT "C" - COST BREAKDOWN FOR SITE ALLOWANCES</i>		
<small>Note: Added or requested options by Customer not listed on this contract or on Exhibit A, Home Plan or 5 Star Homes Building Specifications 2008 attached as Exhibit B, will be charged to Customer at the prevailing price(s) as set forth in the current 5 Star Homes 2008 Standards & Options Guide. **</small>		
Total Cash Purchase Price of Home and Options:	\$ 74,500	00
Construction Cost: * See Exhibit on Allowances	\$ 55,500	00
Subtotal of Home Project: * Including Exhibits	\$ 130,000	00
Earnest Deposit Due on Home Purchase Price: * See Page # 7	\$ 10,000	
Net Balance Due on Home Project: **	\$ 130,000	00

**** Note: Funds for Complete Project must be verified as available at start of project.**

FOUNDATION: The home shall be set on Buyer's foundation by Authorized Factory Set Crew. Buyer is fully responsible for preparing the foundation to the measurements of the home such that no additional construction to the home or the foundation is necessary in order to properly place the home on the foundation. Crane expense and any adjustments required to the foundation or the home in order to set the home shall be at the sole cost and expense of Buyer(s). ** Unless specifically noted otherwise.

*** IMPORTANT NOTICE ***

- ** _____ Initial Here that Buyer understands Plastic Soil or other types of non-standard workable site or soil conditions may adversely effect additional expense to Buyer not provided in this Contract and cannot be addressed until site is excavated. Upon discovery of non-standard site or soil conditions Buyer hereby agrees to pay the necessary additional costs associated with the proper remedy to prepare your Foundation in accordance with Local and/or State Code Compliance. 5 Star Homes, Inc. will not be liable or responsible for payment to any sub-contractors under these certain conditions without prior payment of estimated costs from Buyer to 5 Star Homes, Inc. regardless of noted Sale Type.

Buyer understands that the terms; "home" or "unit" used in this agreement describes the Engineered Home or any item or combination of items as described herein. Buyer further agrees to allow 5 Star Homes, Inc. to use photos or prints of Customer home in any form or state of construction for the purpose of demonstrating 5 Star Homes Construction Project capabilities or for subsequent advertising purposes.