

- 1 - Customer: STALNACKER/MUGLER INITIALS: Henry MS

ENGINEERED HOME AGREEMENT AND SALES CONTRACT

This Sales Contract made and entered into this 31st day of MAY, 2008, by and between 5 Star Home & Development Company, Inc. (hereinafter referred to as "Builder"); and MICHELLE STALNACKER & HENRY MUGLER whose address is 403 N. ROCKHILL RD. WEBSTER GROVES III and telephone number is 314 304 7854 (hereinafter referred to as "Buyer"). 63119 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 ^{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 ^{COST BREAKDOWN}, D ^{DECLARATION OF RESPONSIBILITIES}

Style: <u>TWO STORY</u>	Model Home: <u>CUSTOM MADISON</u>	Approximate Square Footage: <u>2240 + on -</u>
Bedrooms: <u>3</u>	Baths: <u>2 - 1/2 - 1/2</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>FOAM INSULATION</u>		
EXTERIOR:			
FLOORS: *			

* Sub-Floor insulation available on crawlspace models only.

PRICE OF UNIT:

*(Specify Sale Type)

BASE PRICE OF HOME: *	<u>CUSTOM</u>	\$	<u>114,800</u>	<u>00</u>
FACTORY OPTIONS:	<u>TBD</u>		<u>8,000</u>	<u>00</u>
	<u>ON-SITE OPTIONS</u>		<u>5,000</u>	<u>00</u>
EXHIBIT "A" -	<u>FLOOR PLANS</u>			
EXHIBIT "B" -	<u>STD. SPECIFICATIONS</u>			
EXHIBIT "C" -	<u>COST BREAKDOWN</u>			
EXHIBIT "D" -	<u>DECLARATION OF RESPONSIBILITIES</u>			

Staff Exhibit No. 9
Date 11/9/10 Reporter JMB
File No. MC-2010-0311

Customer:

STALWACKEN/MUGLEN

*INITIALS

: MS / 76000

EXHIBIT
1C4

**** 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.