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JUN 25 2004

Missouri Public
Service Commission

STIPULATION OF SETTLEMENT

THIS AGREEMENT is made and entered into this 17th day of March, 2003 by and between Don A. Higgenbotham and Terri Higgenbotham, husband and wife, of Camden County, Missouri (hereinafter "Purchasers") and Amega Sales, Inc., A Missouri corporation, and A & G Commercial Trucking, Inc., a Missouri corporation (hereinafter collectively referred to as "Seller").

WHEREAS, Purchasers entered into a contract with Amega Sales, Inc. on May 2, 2002 for the purchase of a new 2001 Skyline 68 x 32 manufactured home (hereinafter the "Home"), which contract provided for the delivery and installation of said Home on Purchasers' property in Camden County, Missouri, for a total sale price of \$56,478.37, which included sales tax of \$2,578.37; and

WHEREAS, the manufactured home delivered to and installed on Purchasers' property is a 1999 Skyline 68 x 32 manufactured home, which had been damaged in shipping, repaired, and for which a salvage title had been issued to A & G Commercial Trucking, Inc.; and

WHEREAS, the parties have agreed to certain adjustments in the purchase price to reflect the difference in value between the Home described in the Contract and the Home delivered to Purchaser, and to settle and resolve all disputes and controversies between them.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and the payment of the sums herein provided for, the adequacy of which consideration is expressly acknowledged by each party through their signatures below, the undersigned do hereby covenant, contract, and agree as follows:

1. Cash Purchase Price. Purchasers and Seller do hereby agree that the fair value of the Home as delivered and installed by Seller to Purchasers is \$38,321.63. Seller does hereby acknowledge receipt of said sum in cash, and acknowledges that Purchasers have satisfied all of Purchasers' obligations under the Contract.
2. Acceptance "As-Is" Purchasers and Seller do hereby agree that the Home delivered to Purchasers is not a "new" manufactured home and is a "used" manufactured home for which a "salvage" title will be transferred from A & G Commercial Trucking, Inc. to Purchasers contemporaneously with the execution of this Settlement Agreement. Purchasers do hereby agree to accept the Home "as-is" and "where-is" and do further acknowledge and represent that Purchasers have had the Home inspected, both by Purchaser and others, and that Purchasers are familiar with the condition thereof, and the repairs heretofore made thereto. Purchasers do further agree to accept the installation of the Home by Seller "as-is" and "where-is", and do hereby acknowledge that the adjustment in the purchase price described in paragraph 1 above fully and fairly compensates Purchasers for the condition of the Home and the title thereto. Specifically, but in limitation of the foregoing, Purchasers agree to accept any non-conformities to federal, state or local regulations that may exist with respect to the Home, and Purchasers acknowledge and agree that neither Seller has or shall have any more or additional service, set up or warranty liability with respect to the Home whatsoever from and after the date of this Agreement.
3. Refund of Sales Tax. Purchasers and Seller do further agree that because the Home is not a "new" home that no sales tax is due and payable to the State of Missouri in connection with the sale thereof by Seller to Purchasers, and Seller does hereby agree to refund the

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sales tax in the amount of \$2,578.37 heretofore paid by Purchasers to Seller. Purchasers do hereby acknowledge receipt of said sum by their signatures below.

4. Clarification of Intent Concerning Purchase Contract. Purchasers and Seller hereby state, acknowledge and agree that the actual Seller of the Home was A & G Commercial Trucking, Inc. and that the purchase contract with respect to the Home should have actually named A & G Commercial Trucking, Inc. as the seller thereof. The purchase contract with respect to the Home is hereby amended to reflect that the seller of the Home is and was A & G Commercial Trucking, Inc.
5. Mutual Release. Purchasers do hereby remise, release, and forever quit-claim all rights, claims, or causes of action they may have against Seller arising from the Contract. Sellers do hereby remise, release and forever quit-claim all rights, claims or causes of action they may have against Purchaser arising from the Contract. By entering into, executing and delivering this Agreement, neither Purchasers nor Seller make any admissions of any nature whatsoever to each other or to any other parties. Specifically, but not in limitation of the foregoing, nothing contained herein shall be deemed to be an admission or a statement on the part of A & G Commercial Trucking, Inc. that it is or ever has been a dealer engaged in the sale of new or used mobile homes or manufactured homes.
6. Closing. The parties do further acknowledge and agree that delivery of the Home and payment of the purchase price occurred during calendar year 2002, and that the adjustments in price and the refund of sales tax provided for herein shall not be deemed to have changed the closing date of the sale of the Home for tax purposes or for any other purpose. The parties further acknowledge and agree that the date on which the Home was delivered to the Purchasers and the date on which the Purchasers paid the remaining purchase price for the Home constitutes and constituted the date of sale of the Home from Seller to Purchasers..

IN WITNESS WHEREOF the parties have set their hands and seals the day and year first above written.

Amega Sales, Inc. ("Seller")

Greg DeLine, President

A & G Commercial Trucking, Inc. ("Seller")

Greg DeLine, President

Seller

Don A. Higgenbotham
("Purchaser")

Terri Higgenbotham
("Purchaser")
Purchasers