

Below is a statement of facts concerning DSH Housing Group-West LLC ("Respondent") and Clyde Gephart & Christine Wallace ("Claimants").

On 21 Jul 07, Claimants visited Respondent's place of business and executed Purchase Agreements 11298 & 11297 (Exhibit 1a & 1b). Claimants tendered a deposit of \$2,500 on each agreement totaling \$5,000 (Exhibit 2) and retained a copy of each agreement. Neither agreement contained a contingency of any kind, and by signing both agreements and by the "Buyers Offer" directly above their signatures agreed that they understood both sides of the agreement. Since Claimants were present in signing the agreements, they were immediately accepted by Respondent by the General Manager's signature under "Seller's Acceptance", making both valid agreements.

Two critical points were understood by the Claimants' acceptance of the agreements:

- 1.) *Exhibit 1a & 1b states: "BUYERS OFFER: By my signature(s) below, I offer to make the above described purchase on the terms and conditions of this Agreement. Including the reverse side of this Document which I acknowledge receiving. I understand that all monies tendered to Seller are subject to the refund policy stated in this Agreement. I further acknowledge and agree that in entering this Purchase Agreement I AM NOT RELYING ON ANY VERBAL OR WRITTEN REPRESENTATIONS OR PROMISES OF ANY AGENT OR EMPLOYEE OF SELLER EXCEPT AS IS EXPRESSLY SET FORTH ON THIS AGREEMENT. This agreement is not complete until accepted by Seller."*
- 2.) *Exhibit 5 states: "Refund Policy/Default/Breach/Liquidated Damages: Buyer acknowledges that in case of Buyer's refusal to complete this purchase or repudiation of this contract Seller's damages are difficult to ascertain and prove, and that a "loss of the bargain" measure of damages would be inadequate. Therefore, if Buyer repudiates this contract in writing within five (5) days after its execution, Seller shall be entitled to \$1500 plus its out-of-pocket costs as liquidated damages, with the balance refunded to Buyer. If Buyer defaults, breaches or repudiates this contract more than five (5) days after its execution, the Seller's measure of damages includes, in addition to its direct out-of-pocket costs and incidental damages (including sales commissions), a "liquidated damages allowance" of twenty percent (20%) of the total Cash Purchase Price shown on the reverse side hereof. Further, Seller shall be entitled to retain such portion of any monies received from Buyer as equals the total of its agreed damages herein, and to recover any deficiency. If Buyer does not complete this purchase within 12 months and there is no agreed written extension, in addition to the remedies specified herein, Buyer forfeits any right to refund of any monies tendered to Seller."*

After the Claimants agreements and deposits were processed the home specification process began.

- Respondent's home specialists spent numerous hours speaking with Claimants, specifying options, going over floor plans including submitting changes to the factory in an effort to modify their home to the Claimants need for the land they were purchasing.
- One month later, to fit land usage requirements, Claimants decided to change one home.







**DSH HOUSING GROUP-WEST**  
 293 E TELEGRAPH ST, SUITE 202, WASHINGTON UT 84780 - (800) 242-0060  
**PURCHASE AGREEMENT**

11248

BUYER <b>Clyde Gephart #1</b>	PHONE <b>702-326-8013</b>	DATE <b>7-21-07</b>
ADDRESS <b>725 N ROYAL CREST CIRCLE #251 LAS VEGAS NV</b>	SALESPERSON <b>DAVE H</b>	
DELIVERY ADDRESS <b>LAS VEGAS, NV (813 MALLARD ST) 89169</b>		

Agreement to Purchase: Buyer(s) agree to purchase the following described home, furnishings, accessories and services indicated from Seller listed above, under the terms and conditions specified in this document.

UNIT MAKE & MODEL <b>PPP-08-4623F Ridgepoint III</b>	YEAR <b>08</b>	BEDROOMS <b>3</b>	FLOOR SIZE <b>6226<sup>8</sup></b>	HITCH SIZE <b>L - W -</b>	STOCK NUMBER <b>SPECIAL</b>
SERIAL NUMBER <b>Special</b>	COLOR <b>-</b>	PROPOSED DELIVERY DATE <b>Priority</b>		KEY NUMBERS <b>-</b>	

Options	PRICING
Interior Cleaning (\$285.00 per section) \$	BASE PRICE OF UNIT <b>64,750 -</b>
Exterior Cleaning (\$150.00 per section)	OPTIONS <b>TBD</b>
Perimeter Support of Home	DELIVERY/SET (Optional) <b>12,788 -</b>
Roll on Foundation/Site	AIR CONDITIONING (Optional) <b>3,395 -</b>
<b>PPP Pricing in effect.</b>	SEISMIC PIERS (Optional) <b>-</b>
<b>need 40 lb roof load</b>	<b>enrolled in PPP program</b>
<b>Zone III</b>	SUB-TOTAL \$ <b>80,933 -</b>
<b>Free door/utility room</b>	SALES TAX <b>customer responsible</b>
	EXTENDED WARRANTY (Optional)
	AXLES & TIRES (refundable) <b>549.00</b>
	DOCUMENT PREP. FEE (excludes filing fees) <b>295.00</b>
	VARIOUS FEES AND INSURANCE <b>81,770 -</b>
	CASH PURCHASE PRICE \$
	MONIES RECEIVED <b>\$2500 -</b>
	MONIES AS AGREED \$
	LESS TOTAL CREDITS <b>\$2500 -</b>
	Unpaid Balance of Cash Sales Price <b>\$79,270 -</b>
	SELLER PAID CLOSING COSTS (optional)
	If Buyer elects to finance this purchase, Seller shall contribute this amount toward Buyer's closing costs.

BALANCE CARRIED TO OPTIONS \$

PRICE PROTECTION: Seller guarantees prices shown for 60 days as part of Seller's consideration for this purchase. Buyer may extend Price Protection for an additional 90 days by tendering a total of 50% of the purchase price.

Moving into the Home: Buyer must obtain written permission from Seller before moving into the home. Buyer agrees to pay a \$75.00 per day penalty for move in prior to such approval.

ROOF LOAD # (20# unless otherwise noted)

FURNACE GAS  ELEC

RANGE GAS  ELEC

WATER HEATER GAS  ELEC

ELECTRIC SERVICE AMPS **TBD**

**TERMS AND CONDITIONS**

All monies received are subject to the Refund Policy on the back of this Agreement. Water & sewer hookups must be within 4' of the drop location of the home. All monies must be paid when the home is ready for delivery. Buyer agrees to take delivery immediately when home is ready for delivery. All site improvements or costs, including gas, propane & electrical hookups, are Buyer's responsibility. Warranty exclusions and limitations of damages appear on the reverse. Homes are sold F.O.B. the Dealer's factory and do not include delivery or set, unless otherwise specifically stated in this agreement. Buyer is responsible for all permits, fees and inspections.

CONTROLLING LAW: This Agreement is completed in, and shall be governed by and construed under the laws of, the State of Utah. Venue of any dispute shall be Washington County, Utah.

ARBITRATION: The Parties agree to compulsory binding arbitration of any dispute as set forth on the reverse side hereof.

BUYER'S OFFER: By my signature(s) below, I offer to make the above-described purchase on the terms and conditions of this Agreement, including the reverse side of this document which I acknowledge receiving. I understand that all monies tendered to Seller are subject to the refund policy stated in this Agreement. I further acknowledge and agree that in entering this Purchase Agreement I AM NOT RELYING ON ANY VERBAL OR WRITTEN REPRESENTATIONS OR PROMISES OF ANY AGENT OR EMPLOYEE OF SELLER EXCEPT AS IS EXPRESSLY SET FORTH ON THIS AGREEMENT. This Agreement is not complete until accepted by Seller.

BUYER X **Clyde Gephart** DATE **7-21-07**

SOCIAL SECURITY NO. \_\_\_\_\_

BUYER X **Christine Wallace** DATE **7-21-07**

SOCIAL SECURITY NO. \_\_\_\_\_

ENTIRE CONTRACT: This Agreement and all other written terms, conditions and understandings comprise a single contract and constitute the entire agreement of the parties. Each paragraph and provision of this contract and all parts hereof is severable; if one portion thereof is invalid the remaining portion shall, nevertheless, remain in full force and effect. THIS AGREEMENT SUPERSEDES ALL PRIOR NEGOTIATIONS, ORDERS, OFFERS, AGREEMENTS AND/OR REPRESENTATIONS, WHETHER ORAL OR WRITTEN. This Agreement may only be modified or superseded by written agreement signed by all Parties.

This Agreement is Not Valid Unless and Until Signed and Accepted by an Officer of Seller or an Authorized Agent

SELLER'S ACCEPTANCE **7-21-07**

By **[Signature]** Date **7-21-07**

Print Name \_\_\_\_\_ Date \_\_\_\_\_



**DSH HOUSING GROUP-WEST L**  
 293 E TELEGRAPH ST, SUITE 202, WASHINGTON UT 84780 - (800) 242-0060  
**PURCHASE AGREEMENT**

11297

BUYERS <b>Clyde Gephart #2</b>	PHONE <b>702-326-8013</b>	DATE <b>7-21-07</b>
ADDRESS <b>725 N ROYAL CREST CIRCLE #251 LAS VEGAS NV 89169</b>		SALESPERSON <b>DAVE H</b>
DELIVERY ADDRESS <b>LAS VEGAS, NV (813 MALLARD ST) 89107</b>		

Agreement to Purchase: Buyer(s) agree to purchase the following described home, furnishings, accessories and services indicated from Seller listed above, under the terms and conditions specified in this document.

UNIT MAKE & MODEL <b>PPP- 08-4623F Ridepoint III</b>	YEAR <b>08</b>	BEDROOMS <b>3</b>	FLOOR SIZE <b>62 w 26'</b>	HITCH SIZE <b>L - W -</b>	STOCK NUMBER <b>Special</b>
SERIAL NUMBER <b>Special</b>	COLOR <b>-</b>		PROPOSED DELIVERY DATE <b>Priority</b>		KEY NUMBERS <b>-</b>

Type of Deal (circle): Home-Only Land-Home Inside-Finance Outside-Finance Cash

OPTIONS	PRICING
Interior Cleaning (\$285.00 per section) \$	BASE PRICE OF UNIT <b>64,750 -</b>
Exterior Cleaning (\$150.00 per section)	OPTIONS <b>TBD</b>
Perimeter Support of Home	DELIVERY/SET (Optional) <b>12,788 -</b>
Roll on Foundation/Site	AIR CONDITIONING (Optional) <b>3395 -</b>
<b>PPP Pricing in effect.</b>	SEISMIC PIERS (Optional)
<b>Customer may change model w/out penalty.</b>	<b>SUB-TOTAL \$ 80,938-</b>
<b>#2 on PPP Program</b>	SALES TAX <b>Customer responsible</b>
	EXTENDED WARRANTY (Optional)
	AXLES & TIRES (refundable) 549.00
	DOCUMENT PREP. FEE (excludes filing fees) 295.00
	VARIOUS FEES AND INSURANCE
	CASH PURCHASE PRICE <b>\$ 81,777-</b>
	MONIES RECEIVED <b>\$ 2500 -</b>
	MONIES AS AGREED \$
	LESS TOTAL CREDITS <b>\$ 2500 -</b>
	Unpaid Balance of Cash Sales Price <b>\$ 79,277-</b>
	SELLER PAID CLOSING COSTS (optional)
	If Buyer elects to finance this purchase, Seller shall contribute this amount toward Buyer's closing costs.

BALANCE CARRIED TO OPTIONS \$

PRICE PROTECTION: Seller guarantees prices shown for 60 days as part of Seller's consideration for this purchase. Buyer may extend Price Protection for an additional 90 days by tendering a total of 50% of the purchase price.

Moving into the Home: Buyer must obtain written permission from Seller before moving into the home. Buyer agrees to pay a \$75.00 per day penalty for move in prior to such approval.

ROOF LOAD \_\_\_\_\_ # (20# unless otherwise noted)

FURNACE GAS  ELEC  **TBD**

RANGE GAS  ELEC  **TBD**

WATER HEATER GAS  ELEC  **TBD**

ELECTRIC SERVICE \_\_\_\_\_ AMPS

**TERMS AND CONDITIONS**

All monies received are subject to the Refund Policy on the back of this Agreement. Water & sewer hookups must be within 4' of the drop location of the home. All monies must be paid when the home is ready for delivery. Buyer agrees to take delivery immediately when home is ready for delivery. All site improvements or costs, including gas, propane & electrical hookups, are Buyer's responsibility. Warranty exclusions and limitations of damages appear on the reverse. Homes are sold F.O.B. the Dealer's factory and do not include delivery or set, unless otherwise specifically stated in this agreement. Buyer is responsible for all permits, fees and inspections.

CONTROLLING LAW: This Agreement is completed in, and shall be governed by and construed under the laws of, the State of Utah. Venue of any dispute shall be Washington County, Utah.

ARBITRATION: The Parties agree to compulsory binding arbitration of any dispute as set forth on the reverse side hereof.

BUYER'S OFFER: By my signature(s) below, I offer to make the above-described purchase on the terms and conditions of this Agreement, including the reverse side of this document which I acknowledge receiving. I understand that all monies tendered to Seller are subject to the refund policy stated in this Agreement. I further acknowledge and agree that in entering this Purchase Agreement I AM NOT RELYING ON ANY VERBAL OR WRITTEN REPRESENTATIONS OR PROMISES OF ANY AGENT OR EMPLOYEE OF SELLER EXCEPT AS IS EXPRESSLY SET FORTH ON THIS AGREEMENT. This Agreement is not complete until accepted by Seller.

ENTIRE CONTRACT: This Agreement and all other written terms, conditions and understandings comprise a single contract and constitute the entire agreement of the parties. Each paragraph and provision of this contract and all parts hereof is severable; if one portion thereof is invalid the remaining portion shall, nevertheless, remain in full force and effect. THIS AGREEMENT SUPERSEDES ALL PRIOR NEGOTIATIONS, ORDERS, OFFERS, AGREEMENTS AND/OR REPRESENTATIONS, WHETHER ORAL OR WRITTEN. This Agreement may only be modified or superseded by written agreement signed by all Parties.

BUYER X **Clyde Gephart** DATE **7-21-07**

SOCIAL SECURITY NO. \_\_\_\_\_

BUYER X **Christine Wallace** DATE **7-21-07**

SOCIAL SECURITY NO. \_\_\_\_\_

This Agreement is Not Valid Unless and Until Signed and Accepted by an Officer of Seller or an Authorized Agent

SELLER'S ACCEPTANCE

By **[Signature]** DATE **7-21-07**

Print Name Date

**Exhibit 1b**



**DSH HOUSING GROUP-WEST**  
 293 E TELEGRAPH ST, SUITE 202, WASHINGTON UT 84780 - (800) 242-0660  
**PURCHASE AGREEMENT**

77034

BUYERS <b>Clyde Gephart</b>	PHONE <b>702-326-8013</b>	DATE <b>8-21-07</b>
ADDRESS <b>725 N Royal Crest Circle #251</b>	SALESPERSON <b>DAVE H</b>	
DELIVERY ADDRESS <b>813 MALLARD ST LAS VEGAS NV 89107</b>		

Agreement to Purchase: Buyer(s) agree to purchase the following described home, furnishings, accessories and services indicated from Seller listed above, under the terms and conditions specified in this document

UNIT MAKE & MODEL <b>PDP 21-0643B Hamilton</b>	YEAR <b>08</b>	BEDROOMS <b>3</b>	FLOOR SIZE <b>64 w. 30</b>	HITCH SIZE <b>L W</b>	STOCK NUMBER
SERIAL NUMBER	COLOR	PROPOSED DELIVERY DATE	KEY NUMBERS		

Type of Deal (circle): Home-Only Land-Home Inside-Finance Outside-Finance Cash

OPTIONS	PRICING
Interior Cleaning (\$285.00 per section) <input type="checkbox"/>	BASE PRICE OF UNIT <b>79,843.00</b>
Exterior Cleaning (\$150.00 per section) <input type="checkbox"/>	OPTIONS <b>10,794.00</b>
Perimeter Support of Home <input type="checkbox"/>	DELIVERY/SET (Optional) <b>17,870.00</b>
Roll on Foundation/Site <input type="checkbox"/>	AIR CONDITIONING (Optional) <b>3,395.00</b>
	SEISMIC PIERS (Optional)

**This contract supercedes contract # 11298**

**PDP pricing in effect**

**Options include 40 lb roof load, fire door**

**Zone III insulation**

	SUB-TOTAL \$ <b>111,904.00</b>
	SALES TAX
	EXTENDED WARRANTY (Optional)
	AXLES & TIRES (refundable) <b>549.00</b>
	DOCUMENT PREP. FEE (excludes filing fees) <b>295.00</b>
	VARIOUS FEES AND INSURANCE
	CASH PURCHASE PRICE <b>\$112,748.00</b>
	MONIES RECEIVED <b>\$5,000.00</b>
	MONIES AS AGREED \$
	LESS TOTAL CREDITS <b>\$5,000.00</b>
	Unpaid Balance of Cash Sales Price <b>\$107,748.00</b>
	SELLER PAID CLOSING COSTS (optional)
	<small>If Buyer elects to finance this purchase, Seller shall contribute this amount toward Buyer's closing costs.</small>

BALANCE CARRIED TO OPTIONS \$

PRICE PROTECTION: Seller guarantees prices shown for 60 days as part of Seller's consideration for this purchase. Buyer may extend Price Protection for an additional 90 days by tendering a total of 50% of the purchase price.

Moving into the Home: Buyer must obtain written permission from Seller before moving into the home. Buyer agrees to pay a \$75.00 per day penalty for move in prior to such approval.

ROOF LOAD **30** # (20# unless otherwise noted)

FURNACE GAS  ELEC

RANGE GAS  ELEC

WATER HEATER GAS  ELEC

ELECTRIC SERVICE **200** AMPS

**TERMS AND CONDITIONS**

All monies received are subject to the Refund Policy on the back of this Agreement. Water & sewer hookups must be within 4' of the drop location of the home. All monies must be paid when the home is ready for delivery. Buyer agrees to take delivery immediately when home is ready for delivery. All site improvements or costs, including gas, propane & electrical hookups, are Buyer's responsibility. Warranty exclusions and limitations of damages appear on the reverse. Homes are sold F.O.B. the Dealer's factory and do not include delivery or set, unless otherwise specifically stated in this agreement. Buyer is responsible for all permits, fees and inspections.

CONTROLLING LAW: This Agreement is completed in, and shall be governed by and construed under the laws of, the State of Utah. Venue of any dispute shall be Washington County, Utah.

ARBITRATION: The Parties agree to compulsory binding arbitration of any dispute as set forth on the reverse side hereof.

BUYER'S OFFER: By my signature(s) below, I offer to make the above-described purchase on the terms and conditions of this Agreement, including the reverse side of this document which I acknowledge receiving. I understand that all monies tendered to Seller are subject to the refund policy stated in this Agreement. I further acknowledge and agree that in entering this Purchase Agreement I AM NOT RELYING ON ANY VERBAL OR WRITTEN REPRESENTATIONS OR PROMISES OF ANY AGENT OR EMPLOYEE OF SELLER EXCEPT AS IS EXPRESSLY SET FORTH ON THIS AGREEMENT. This Agreement is not complete until accepted by Seller.

ENTIRE CONTRACT: This Agreement and all other written terms, conditions and understandings comprise a single contract and constitute the entire agreement of the parties. Each paragraph and provision of this contract and all parts hereof is severable; if one portion thereof is invalid the remaining portion shall, nevertheless, remain in full force and effect. THIS AGREEMENT SUPERSEDES ALL PRIOR NEGOTIATIONS, ORDERS, OFFERS, AGREEMENTS AND/OR REPRESENTATIONS, WHETHER ORAL OR WRITTEN. This Agreement may only be modified or superseded by written agreement signed by all Parties.

BUYER  DATE \_\_\_\_\_

SOCIAL SECURITY NO \_\_\_\_\_

BUYER  DATE \_\_\_\_\_

SOCIAL SECURITY NO \_\_\_\_\_

This Agreement is Not Valid Unless and Until Signed and Accepted by an Officer of Seller or an Authorized Agent

**SELLER'S ACCEPTANCE**

By \_\_\_\_\_

Print Name \_\_\_\_\_ Date \_\_\_\_\_

**Exhibit 3a**



BUYERS <b>Clyde Gephart</b>		PHONE <b>702-326-8013</b>	DATE <b>8-21-07</b>
ADDRESS <b>725 N Royal Crest Circle #251</b>		SALESPERSON <b>DAVE H</b>	
DELIVERY ADDRESS <b>813 MALLARD ST LAS VEGAS NV 89107</b>			
Agreement to Purchase: Buyer(s) agree to purchase the following described home, furnishings, accessories and services indicated from Seller listed above, under the terms and conditions specified in this document.			
UNIT MAKE & MODEL <b>PPP 21-0643B Hamilton</b>	YEAR <b>08</b>	BEDROOMS <b>3</b>	FLOOR SIZE <b>1,641 sq. ft.</b>
SERIAL NUMBER	COLOR	PROPOSED DELIVERY DATE	STOCK NUMBER
<input checked="" type="checkbox"/> NEW <input type="checkbox"/> USED		KEY NUMBERS	
Type of Deal (order): Home-Only Land-Home In-Sub-Finance Outside-Finance Cash		PRICING	
OPTIONS		BASE PRICE OF UNIT	
Interior Cleaning (\$285.00 per section) <input type="checkbox"/>		OPTIONS <b>79,845.00</b>	
Exterior Cleaning (\$150.00 per section) <input type="checkbox"/>		DELIVERY/SET (Optional) <b>10,794.00</b>	
Perimeter Support of Home <input type="checkbox"/>		AIR CONDITIONING (Optional) <b>17,870.00</b>	
Roll on Foundation/Site <input type="checkbox"/>		SEISMIC PIERS (Optional) <b>3,395.00</b>	
<p><b>This contract supercedes contract # 11298</b></p> <p><b>PPP pricing in effect</b></p> <p><b>Options include 40lb roof load, fire door</b></p> <p><b>Zone III insulation</b></p> <p><b>Agreement is contingent upon buyers obtaining financing</b></p>		SUB-TOTAL <b>\$111,904.00</b> SALES TAX EXTENDED WARRANTY (Optional) AXLES & TIRES (refundable) <b>549.00</b> DOCUMENT PREP. FEE (excludes filing fees) <b>295.00</b> VARIOUS FEES AND INSURANCE CASH PURCHASE PRICE <b>\$112,748.00</b> MONIES RECEIVED <b>\$ 5,000.00</b> MONIES AS AGREED <b>\$</b> LESS TOTAL CREDITS <b>\$ 5,000.00</b> Unpaid Balance of Cash Sales Price <b>\$107,748.00</b> SELLER PAID CLOSING COSTS (optional) If Buyer elects to finance this purchase, Seller shall contribute this amount toward Buyer's closing costs.	
BALANCE CARRIED TO OPTIONS <b>\$</b>		TERMS AND CONDITIONS	
PRICE PROTECTION: Seller guarantees prices shown for 90 days as part of Seller's consideration for this purchase. Buyer may extend Price Protection for an additional 90 days by tendering a total of 50% of the purchase price. Moving into the Home: Buyer must obtain written permission from Seller before moving into the home. Buyer agrees to pay a \$75.00 per day penalty for move in prior to such approval. ROOF LOAD <b>30</b> # (20# unless otherwise noted) FURNACE GAS <input checked="" type="checkbox"/> ELEC <input type="checkbox"/> RANGE GAS <input checked="" type="checkbox"/> ELEC <input type="checkbox"/> WATER HEATER GAS <input type="checkbox"/> ELEC <input checked="" type="checkbox"/> ELECTRIC SERVICE <b>200</b> AMPS		All monies received are subject to the Refund Policy on the back of this Agreement. Water & sewer hookups must be within 4' of the drop location of the home. All monies must be paid when the home is ready for delivery. Buyer agrees to take delivery immediately when home is ready for delivery. All site improvements or costs, including gas, propane & electrical hookups, are Buyer's responsibility. Warranty exclusions and limitations of damages appear on the reverse. Homes are sold F.O.B. the Dealer's factory and do not include delivery or set, unless otherwise specifically stated in this agreement. Buyer is responsible for all permits, fees and inspections.	
CONTROLLING LAW: This Agreement is completed in, and shall be governed by and construed under the laws of, the State of Utah. Venue of any dispute shall be Washington County, Utah. ARBITRATION: The Parties agree to compulsory binding arbitration of any dispute as set forth on the reverse side hereof.			
BUYER'S OFFER: By my signature(s) below, I offer to make the above-described purchase on the terms and conditions of this Agreement, including the reverse side of this document which I acknowledge receiving. I understand that all monies tendered to Seller are subject to the refund policy stated in this Agreement. I further acknowledge and agree that in entering this Purchase Agreement I AM NOT RELYING ON ANY VERBAL OR WRITTEN REPRESENTATIONS OR PROMISES OF ANY AGENT OR EMPLOYEE OF SELLER EXCEPT AS IS EXPRESSLY SET FORTH ON THIS AGREEMENT. This Agreement is not complete until accepted by Seller.		ENTIRE CONTRACT: This Agreement and all other written terms, conditions and understandings comprise a single contract and constitute the entire agreement of the parties. Each paragraph and provision of this contract and all parts hereof is severable; if one portion thereof is invalid the remaining portion shall, nevertheless, remain in full force and effect. THIS AGREEMENT SUPERSEDES ALL PRIOR NEGOTIATIONS, ORDERS, OFFERS, AGREEMENTS AND/OR REPRESENTATIONS, WHETHER ORAL OR WRITTEN. This Agreement may only be modified or superseded by written agreement signed by all Parties.	
BUYER <b>Clyde Gephart</b> DATE <b>8/21/07</b> SOCIAL SECURITY NO: _____		SELLER'S ACCEPTANCE By _____ Print Name _____ Date _____	
BUYER <b>Brian Wallace</b> DATE <b>8/21/07</b> SOCIAL SECURITY NO: _____			

ed  
 iage  
 want

Exhibit 3b



1. **Model Year, Dimensions, Discontinued Models and Changes:** Seller, on our web site or other documents (the "Description") arbitrarily approximates based on information available at the time of sale. Any Description within one year of the correct model year or within 2 feet of the correct height, length or width measurement shall not be grounds for a claim for damages or cancellation by Buyer. Buyer is responsible for any dimensions that vary from the Description due to options selected. Any changes in the model, design, accessories and parts will not obligate either Seller or the manufacturer to make the same changes in the unit purchased in this Agreement. Buyer understands that the home model and/or options selected are available for order as of the date of this agreement. Discontinuance of or changes to the model or options by the manufacturer more than 15 days from the date of this Agreement shall not be grounds for a claim for damages or cancellation—Buyer agrees to select another model and/or options.

2. **Payment Terms:** If the Cash Purchase Price is not paid in full with the execution of this Agreement, Buyer agrees to pay 50% of the Cash Purchase Price prior to placing the home order with the factory. The balance must be paid and received 7 days before "Offline", which is the date when the home is ready to ship from the factory.

a. **Handling Charge:** Buyer agrees to pay a handling charge of 2% of the unpaid balance for any non-compliance with Payment Terms.

b. **Security / Security Interest:** Buyer agrees that before the home is ordered from the factory, Buyer will execute a limited power of attorney allowing Seller to record title to the home, together with a promissory note, deed of trust and/or other document(s) required by Seller as security for this transaction. Buyer agrees to pay an additional \$250 security document fee for any promissory note, deed of trust or other security agreement required by Seller, together with any filing fees. Seller reserves to itself and Buyer grants to Seller a security interest in the goods that are the subject matter of this Agreement, to secure to Seller the full payment of the purchase price and any claim for damages on account of breach by Buyer. If Buyer takes delivery of the goods before it has paid in full, Buyer takes such goods subject to Seller's security interest.

c. **Finance Charges:** If no other arrangements are mutually agreed, Buyer agrees to pay interest on any unpaid balance, beginning at Offline, at the rate of 1 1/2% per month (18% per annum), or the highest legal interest rate per month, but in no event less than 1% per month (12% per annum).

d. **Default:** Buyer shall be in default upon 15 days following Offline if there are no agreed alternate payment arrangements satisfactory to Seller. Seller may auction or re-sell the home then seek damages from Buyer as set forth in paragraph 12 below.

e. **Changes After Factory Confirmation:** Customer understands that any changes in specifications after the customer's signed specifications are sent to the factory are subject to a \$200 per item change fee.

3. **If Sale Conditioned Upon Financing:** Only if this Agreement is contingent upon Buyer obtaining financing, which must be written on the front of this Agreement, Buyer agrees to make application for a loan within five (5) business days, and to use good faith best efforts to obtain a loan in an amount sufficient to finance the unpaid balance. If Buyer cannot obtain required financing within a reasonable time, Seller may seek financing for Buyer, and if obtained, this condition shall be satisfied. If a binding commitment for a loan cannot be obtained within 180 days or other period agreed in writing, then either party may terminate this Agreement. In the event of rescission due to failure of this condition, Buyer shall be entitled to a refund of monies paid, less any out-of-pocket costs incurred by Seller plus a \$1,000.00 processing charge.

4. **Risk of Loss:** Seller is not liable for any risks, losses or damages to the home after it leaves the factory. Buyer assumes all risks of loss at the time the home leaves the factory. Buyer agrees to provide a one-year, paid in full insurance binder, with flood insurance if Seller requires, to Seller before the home leaves the factory.

5. **Delays:** Buyer will not hold Seller liable for delays caused by the manufacturer, accidents, weather, transportation, scheduling or any cause beyond Seller's control.

6. **Failure to Take Delivery/Storage:** Buyer agrees to take delivery at Offline, or Buyer shall arrange for home storage until ready for delivery. Buyer's failure to take delivery or make storage arrangements shall result in Seller moving the home to temporary storage, and Buyer agrees to pay transportation plus \$350 per section to place the home in storage, \$25.00 per day per section in storage charges, \$700.00 per section to tarp home after 7 days, and \$500.00 per section to block home after 10 days. BUYER ASSUMES ALL RISKS OF WASTE, LOSS OR DAMAGE DURING ANY STORAGE, INCLUDING WITHOUT LIMITATION ANY DAMAGES ASSOCIATED WITH VANDALISM, THEFT, WATER INFILTRATION OR MOLD. Buyer's failure to take delivery or arrange for storage within 15 days after Offline will constitute a breach of this Agreement, and Seller may auction or re-sell the home then seek damages from Buyer as provided in paragraph 12 below.

7. **EXCLUSION OF WARRANTIES:** SELLER EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, HABITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. NO WARRANTIES, EXPRESSED OR IMPLIED, ARE MADE OR WILL BE DEEMED TO HAVE BEEN MADE BY THE SELLER ON EITHER NEW OR USED UNITS. Seller shall give to Buyer at the time Buyer completes the final home check-out copies of any and all written warranties covering the within described unit, or any appliance or component therein, which have been provided by the manufacturer of the unit or appliance or component, respectively. The terms of any manufacturer's warranties are not a part of this Agreement and are not adopted by Seller.

8. **Refund Policy / Default / Breach / Liquidated Damages:** Buyer acknowledges that in case of Buyer's refusal to complete this purchase or repudiation of this contract Seller's damages are difficult to ascertain and prove, and that a "loss of the bargain" measure of damages would be inadequate. Therefore, if Buyer repudiates this contract in writing within five (5) days after its execution, Seller shall be entitled to \$1500 plus its out-of-pocket costs as liquidated damages, with the balance refunded to Buyer. If Buyer defaults, breaches or repudiates this contract more than five (5) days after its execution, the Seller's measure of damages includes, in addition to its direct out-of-pocket costs and incidental damages (including sales commissions), a "liquidated damages allowance" of twenty percent (20%) of the total Cash Purchase Price shown on the reverse side hereof. Further, Seller shall be entitled to retain such portion of any monies received from Buyer as equals the total of its agreed damages herein, and to recover any deficiency. If Buyer does not complete this purchase within 12 months and there is no agreed written extension, in addition to the remedies specified herein, Buyer forfeits any right to refund of any monies tendered to Seller.

9. **Limitation of Damages:** Buyer agrees that if Buyer is entitled to any damages against Seller for any reason, including without limitation delays or repairs not completed within a reasonable time or any reason attributed to the Manufacturer, Buyer's damages are limited to the lesser of either the cost of needed repairs or the reduction in the market value of the unit caused by the lack of repairs. Under no circumstances shall Seller be liable to Buyer for any consequential damages or losses for personal injuries, property damage, loss of use of property, interest on cash payments, loss of time, interest differential, profits or earnings. After Buyer's acceptance of the unit, even if the Manufacturer(s) warranty does not accomplish its purpose, it is agreed that Buyer cannot return the home to Seller and seek a refund for any reason.

10. **Dispute Resolution:** Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by binding arbitration administered by either the American Arbitration Association in accordance with its Commercial Arbitration Rules, or any alternative arbitration service provider selected by Seller, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Any arbitrator shall give full force and effect to all terms of this Agreement, including without limitation the Liquidated Damages Allowance and Limitation of Damages provisions. In any legal action or legal proceeding arising out of this Agreement, including the enforcement of any arbitration award, the prevailing party shall be entitled to reasonable attorney fees and costs. Arbitration shall not be binding on or extend to any lender or any other third party who has acquired rights arising out of any financing or consumer credit contracts and/or security agreements which may be a part of or supplement this Agreement.

11. **Delivery and Placement:** Unless otherwise provided herein, Buyer is responsible for making all arrangements and paying all costs associated with home delivery and setup. If Seller has included delivery in the purchase price, or if Seller quotes a charge for delivery to Buyer's destination, Seller's agreement and price quotation to transport the unit purchased 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. Any police escorts or special road use permits required may result in an additional charge to and will be paid by Buyer. Buyer will pay the costs for all extra labor and/or equipment Seller requires in order to deliver and place the unit purchased. Buyer understands that Seller recommends a concrete pier, running below the frost line, for proper placement. Cold climate installations require that electric power and heating must be installed and activated as soon as possible in order to check water lines, install carpet and complete any tape and texturing.

12. **Site Preparation, Permits, Connections and Changes:** Buyer is responsible for having the home site ready for delivery and installation at Offline. Buyer is solely responsible for site preparation, obtaining permits, bids, and the selection of Contractor(s) for the site preparation of home, including without limitation: a) excavation and grading of property; b) concrete footings or foundation; c) installation of water, power, phone, gas and sewer lines, etc.; d) installation of perimeter wall/foundation or skirting; e) installation of wedges (blocking), trim band, and venting, where applicable; f) construction of steps, sidewalks, garage, etc.; g) run dryer vent from under house to exterior. Buyer understands that Seller may not be allowed by state or local ordinance to make plumbing, electrical or certain natural gas or propane connections, and that a licensed plumber or electrician may be required. Seller is not responsible for obtaining or paying for any permits, including without limitation health or sanitary permits, or any local, county, or state permits required or any impact or other similar charges by state or local authorities. Seller is not responsible for making changes to plumbing, electrical or construction changes required by special building ordinances or laws. Buyer will pay the cost of any changes needed for compliance with local, county, or state laws or zoning requirements. Buyer understands that some states may not grant the required permits where the size exceeds statutory or other legal maximum. Buyer releases the Seller and Seller's assignees, 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 any limitations which are now or may later be imposed by any state or local authorities or equivalent.

13. **Fees for Roll-on or Crane Set:** Seller will charge an additional fee of \$1,500.00 per section for Roll-on type set-ups (normally due to pre-existing perimeter foundation walls or basement). Buyer is responsible to arrange and pay for any crane or crane expenses required in any set-up. Buyer is responsible for welding home I-Beams to the basement I-Beams in compliance with manufacturer's specifications.

Exhibit 5