



SALES AGREEMENT

Home Consultant Name: Brett Milligan

Buyer(s): Bernard Stith
Brenda Stith

Phone #: 910-977-4192

Address: 384 Jamestown Dr. Spring Lake, NC 28390

Delivery Address: 500 Rainey Dr. Spring Lake, NC 28390

Table with Home Info and Trade Info columns. Home Info includes Make (Oxford), Model (Big Boy), Serial # (OHC034360NCABAC), Size (Length: 76, Width: 32), Year (N/A 2024), Stock # (TBD). Trade Info includes Make (NA), Model (NA), Serial # (NA), Size (Length: NA, Width: NA), Year (NA), Title # (NA), Owed to (NA). Includes checkboxes for New/Used and Buyer/Seller.

Pricing table with Home Price (\$210,954.14), State Tax (5,045.86), Local Tax, Cash Price (\$216,000.00), Total Package Price, Trade Allowance, Less Amount Owed, Trade Equity, Cash Down Payment (\$1,000.00), Less All Credits, Remaining Balance (\$215,000.00).

Table with Location, Type of Insulation, Thickness, R-Value. Floors: Fiberglass, 7.0, R22. Exterior: Fiberglass, 3.5, R13. Ceilings: Fiberglass, 15, R38.

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

Responsibilities

Seller Responsibilities: Footer, Setup and deliver home, vapor barrier, trim out, brick skirting, electric and plumb connection to home up to 10 ft. Split system heat pump, wood steps to code on back door, 10x10 covered wood deck at front door, 10000 land clear allowance

Buyer Responsibilities: Zoning permit, apply for all utility accounts.

Options: Builder Closing Cost Credits: \$5,700 (Credit to be applied towards a portion or all of the following), Construction Soft Cost: \$21,220, 5500 sewer tap allowance, existing water tap.

Acknowledgment

New Manufactured Homes meet federal standards for design and construction, but may not meet local codes and standards. I UNDERSTAND THAT I HAVE THE RIGHT TO CANCEL THIS PURCHASE BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE THAT I HAVE SIGNED THIS AGREEMENT. I UNDERSTAND THAT THIS CANCELLATION MUST BE IN WRITING. IF I CANCEL THE PURCHASE AFTER THE THREE-DAY PERIOD, I UNDERSTAND THAT THE DEALER MAY NOT HAVE ANY OBLIGATION TO GIVE ME BACK ALL THE MONEY THAT I PAID THE DEALER. I UNDERSTAND ANY CHANGE TO THE TERMS OF THE PURCHASE AGREEMENT BY THE DEALER WILL CANCEL THIS AGREEMENT. ESTIMATED RATE OF FINANCING % NUMBER OF YEARS ESTIMATED MONTHLY PAYMENTS

Buyer(s) agree: (1) that the terms and conditions on pages two and three are part of this agreement; (2) to purchase the above home including the options; (3) that they acknowledge receiving a completed copy of this agreement; (4) that all promises and representations made are listed on this agreement; and (5) that there are no other agreements, written or verbal, unless evidenced in writing and signed by the parties.

Signature of Buyer: Bernard Stith (DocuSigned by: Bernard Stith) Date: 5/20/2024

Signature of Buyer: Brenda Stith (DocuSigned by: Brenda Stith) Date: 5/20/2024

Signature of Buyer: Chris Milligan (DocuSigned by: Chris Milligan) Date: 5/20/2024

Seller: CMH Homes, Inc. d/b/a - Chris Milligan Date

## ADDITIONAL TERMS AND CONDITIONS

1. **APPLICABILITY.** The terms and conditions stated herein are in addition to any terms of the sale of the home by Seller to Buyer (which may include a manufactured home or a modular home) stated on the front of the agreement.
2. **SELLER & BUYER RESPONSIBILITIES. Delivery and installation:** If delivery and installation are included in the purchase price, Buyer agrees: (1) delivery is generally scheduled in order of sale; (2) the **exact date** for occupancy cannot be guaranteed because of weather, site conditions, equipment and labor availability, and other variables involved; (3) the decision to purchase the home is not based upon any representations as to the anticipated **date of occupancy**. Buyer acknowledges that they have been advised to review any restrictive covenants and/or homeowner's association rules and regulations that are applicable to the specific property that they are considering, and agree to abide by the same, and Buyer further agrees that they have not relied upon the advice, interpretations, or representations, if any, by Seller's representatives with respect to such documents. Buyer acknowledges and agrees that the total purchase price does not include costs associated with unknown environmental issues with the land or unanticipated site improvements required by any state, county or local jurisdiction having authority, and Buyer shall be responsible for all such additional costs.
3. **DEPOSIT.** The Buyer may have paid a cash deposit to Seller. After the three-day cancellation period, if Buyer fails or refuses to complete the home purchase or otherwise perform under this Sales Agreement, or unreasonably delays or impedes Seller's performance, or otherwise breaches this Sales Agreement, Seller may cancel this Sales Agreement and, to the extent permitted by applicable law, elect to keep some or all of any cash deposit paid by Buyer to offset any expenses, other damages, attorney fees, court costs, and any construction costs incurred by Seller in connection with the sale contemplated in this Sales Agreement. Seller's election to retain some or all of a cash deposit shall not preclude Seller from electing to pursue any other remedies available to Seller under applicable law. Unless agreed to otherwise in writing between Buyer and Seller, for non-financed cash purchases, the following draw schedule shall apply: ten percent (10%) deposit will be due up front and/or at time of ordering, additional eighty percent (80%) due at time the home is delivered to the Seller's home center, and remaining ten percent (10%) prior to transfer of keys and/or ownership to Buyer.
4. **FINANCED PURCHASE.** If Buyer does not complete the purchase as a cash transaction, Buyer will enter into a loan or other financing arrangement with a lender selected by Buyer or other agreement as may be required to finance the purchase.
5. **CHANGES BY MANUFACTURER.** Buyer agrees that the manufacturer of the home may make any changes in the model, designs, or any accessories and parts from time to time, and at any time. If the manufacturer makes changes, neither Seller nor the manufacturer are obligated to make the same changes in the home covered by this Sales Agreement either before or after it is delivered.
6. **CHANGE ORDERS.** Any changes, additions or modifications to the home, features of the home, upgrades, options, site improvements and any other aspect of this agreement shall be set forth in a written change order or a revised Sales Agreement and must be signed by the parties. Seller reserves the right to approve or disapprove, at Seller's sole discretion, any changes, additions or modifications. Buyer acknowledges and agrees that any such changes, additions or modifications may increase the purchase price and result in delays.
7. **LIMITATION OF DAMAGES.** To the extent permitted by applicable law, Buyer agrees that, if they are entitled to any damages against the Seller, the damages are limited to the lesser of either the cost of needed repairs or reduction in the market value of the home caused by the lack of repairs. Where permitted by applicable law, Seller will not be liable to the Buyer for any incidental or consequential damages. Buyer also agrees that, once the home has been accepted, the Buyer cannot return the home to the Seller and seek a refund for any reason.
8. **WARRANTIES BY THE MANUFACTURER.** Seller is not the manufacturer of the home. **For new homes, the homeowner's manual and/or other warranty documents from the manufacturer are provided with the home and set forth the manufacturer's home warranty.** In general, the manufacturer warrants that the home's design and construction complies with applicable law in effect at the date of manufacture. There may be other warranties covering the home, items sold with the home or its contents, which have been provided by the manufacturer of the home. Seller will provide Buyer copies of any and all written warranties provided by the manufacturer to the extent made available to Seller by the manufacturer. **ALL IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, HABITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, ARE DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.**
9. **MEASUREMENTS.** Buyer acknowledges that all measurements of dimensions (including home square footage), construction thickness, and insulation values are nominal. Seller has not performed the measurements and does not warrant the accuracy of any measurement.

10. **ENTRY INTO PROPERTY.** Buyer acknowledges and agrees that any entry onto property or into the home at any time prior to closing and full funding by Buyer or Buyer's agents, representatives, or invitees is at the sole risk of Buyer and Buyer does hereby waive and release Seller or its agents from and against any and all claims for damages to person or property occurring as a result of any entry onto the property or into the home prior to closing and full funding. Buyer further covenants and agrees with Seller that any entry onto the property or into the home by Buyer or any of Buyer's agents, representatives, or invitees shall occur only on days or at times which are approved or specified by Seller and shall not, in any event, interfere with the construction of the dwelling. The provisions of this Paragraph shall survive the termination of this Agreement and the Closing.
11. **SUPERVISION OF WORK.** Buyer agrees that the direction and supervision of contractors and/or subcontractors installing and/or constructing the home or improvements to the property that are part of Seller's Responsibilities as set forth on the front page, rests exclusively with the Seller, and Buyer agrees not to issue any instructions to, or otherwise interfere with the same. Buyer shall not, under any circumstances, order any work performed to the home or the property by a subcontractor or direct any changes to work to the home or the property without the explicit approval of the Seller. To the fullest extent permitted by law, Buyer undertakes full authority and responsibility to supervise and direct all work related to anything listed under "Buyer's Responsibilities" on the front page, and agrees that Seller shall not be liable in any way for any loss or damage arising from such work.
12. **ORAL REPRESENTATIONS.** Seller hereby disclaims to the fullest extent permissible by law any oral representations concerning the quality or character of the home or its contents. All representations concerning the quality and character of the home are stated in this Sales Agreement, including any addenda, and the Retailer Closing Agreement.
13. **COMPLETE AGREEMENT.** This Sales Agreement, including any addenda, the Retailer Closing Agreement, and any arbitration/dispute resolution agreement establish the complete agreement between Buyer and Seller and there are no other agreements, unless evidenced in writing and signed by the parties.
14. **RULES OF CONSTRUCTION.** If any provision of this Sales Agreement is held to be void, illegal or unenforceable, then that provision shall be severed from the remainder of this Sales Agreement, which shall remain enforceable. The parties waive application of the rule of construction that requires a tribunal to construe this Sales Agreement against the drafter.

## ADDENDUM TO THE SALES AGREEMENT

**CMH Homes, Inc.**  
 PO Box 9790  
 Maryville, TN 37802

This addendum is part of the **Sales Agreement** dated 05/20/2024 between CMH Homes, Inc. or its subsidiaries, and;

<b>Purchaser's Name:</b> Bernard Stith and Brenda Stith		<b>Salesperson:</b> Brett Milligan
<b>Site Address:</b> 500 Rainey Dr. Spring Lake, NC 28390		<b>County:</b> Harnett
<b>Serial Number:</b> OHC034360NCABAC		<b>RSO Date:</b> TBD
<b>Contact during the delivery process:</b> Bernard	<b>Phone #'s:</b> 910-977-4192	

**Move in "Target" Date:** *(Due to weather and unforeseen circumstances, CMH Homes, Inc. does not guarantee a completion or move in date. CMH Homes, Inc. is not responsible for hotel expenses, additional lease payments, and/or temporary housing.)*  
**11/20/2004**

**Ready List:** *(All applicable items must be completed prior to any site-work or financial investment by CMH Homes, Inc.)*

- |  |   |   |   |
|--|---|---|---|
| <input checked="" type="checkbox"/> All permits obtained | <input checked="" type="checkbox"/> Full Down Payment         | <input checked="" type="checkbox"/> Site Inspection | <input checked="" type="checkbox"/> Trust Step Complete |
| <input checked="" type="checkbox"/> Appraisal Clear      | <input checked="" type="checkbox"/> Title Commitment Received | <input type="checkbox"/> Survey Complete            |   |
| <input type="checkbox"/> Other: _____                    |   |   |   |

No service or improvement is applicable unless the box immediately adjacent is marked. Every Service/Improvement must be marked either: "Home Center", "Buyer" or "N/A". Items not detailed in this addendum are **NOT INCLUDED**.

Home Center	Buyer	N/A	Service/Improvement	Complete
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Perk Test for Septic System	
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Septic Tank Permit	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Building Permit	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Water Tap Fees to City or County	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Sewer Tap Fees to City or County	500 allowance
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Tree Removal or Clearing (Approximate Size of Area:       ft X       ft)	Ok allowance
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Elevation Survey/Benchmark <b>(FHA Requirement)</b>	
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sand Fill (Approximate Size of Area:       ft X       ft depth)	
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Removal of Existing Structure (Describe):	
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Installation of Water Well and Pump (No Guarantee of water quality)	
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Installation of Water Treatment System	
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Water Test <b>(FHA Requirement)</b>	
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Installation of Septic/Sewer System (Describe):	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Installation of Gravel Driveway: Length:       Width:       Depth:	
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Installation of Concrete Driveway: Length:       Width:       Depth:	
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Culvert Pipe (if contracted): Length:       Width:	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Installation of Concrete Footers: Pier:       Perimeter:       Slab:	
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Installation of Vinyl Skirting	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Delivery, Block, Anchor and Level to Code (Standard)	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Sure Wall (Paraded) Piers <b>(FHA Requirement)</b>	
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Additional Set-up Requirements:	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	On-site Interior Trim Out	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	On-site Exterior Trim Out	
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Carpet Seamed and Completed	
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Installation of Front Steps: <input type="checkbox"/> Wood <input type="checkbox"/> Brick <input type="checkbox"/> Fiberglass (Landing Size:   ft X   ft)	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Installation of Back Steps: <input checked="" type="checkbox"/> Wood <input type="checkbox"/> Brick <input type="checkbox"/> Fiberglass (Landing Size: 4 ft X 4 ft)	
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Construction of Deck (Written Estimate Required): Size       ft X       ft	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Construction of Covered Porch (Written Estimate Required): Size   10 ft X   10 ft	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Installation of Lines to Water Source (Approx. Footage):       ft X       ft	
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Installation of Lines to Septic Source (Approx. Footage):       ft X       ft	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Mounted Electrical Meter Base Disconnect	

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<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Connection of Electrical Lines from the Meter Base to the Home <i>(No Service Fees Included)</i>	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Underground Lines Located and Marked	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Underground Lines Entrenched: Power Company Name:	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Termite Treatment <b>(FHA Requirement)</b>	
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Concrete 8" Block Perimeter Underpinning	
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Stucco Finish Perimeter Underpinning	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Brick Perimeter Underpinning	
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Underpinning: Maximum Height      # Vents      Type/Size Access Door:	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Installation of Vapor Barrier Underneath Home	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Installation of AC/Heat Source <i>(Describe)</i> : Ton: TBD Seer: TBD A/C: TBD Heat Pump: TBD	
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Connection of Gas Lines	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Installation of Gutters and Downspouts	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Installation of Sidewalk: <input type="checkbox"/> Gravel <input type="checkbox"/> Concrete <input type="checkbox"/> Stepping Stones (Size:      X      )	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Installation of Storage Shed (Written Estimate Required): Size:      X	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Construction of Garage (Written Estimate Required): Size:      X	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Grade & Seed Yard <b>(FHA Requirement)</b> : Area      X	Grade only
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Landscaping (Written Estimate Required)	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Schedule Final Inspection & Meet with Inspector When Necessary	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Schedule a Service Orientation & Walk-Through	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Engineer Certification – Footer Design <b>(FHA Requirement)</b>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Other:	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Other:	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Other:	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Other:	

**ACKNOWLEDGEMENT:** CMH Homes, Inc. agrees to provide you with each service/improvement indicated. If the final expense is greater than the agreed to allowance, you will be responsible for the overage. Your loan amount is determined by the amounts agreed to above, therefore it is imperative that these amounts are accurate. Once your loan is closed, the allowance amounts may not be amendable. Purchaser is responsible for any and all state or county requirements outside of this contract, up to and including obtaining the "Certificate of Occupancy" from the respective county.

With respect to any services/improvements for which you choose responsibility, you understand and agree to the following:

1. CMH Homes, Inc. shall have no responsibility for such services or improvements.
2. The services/improvements must be completed in accordance with local building codes.
3. The services/improvements must be completed within the time frame of the work performed by CMH Homes, Inc.

**OCCUPANCY POLICY:** Until all contracted services and improvements are complete, the home and property is considered a "construction site". Liability insurance prohibits non-Clayton personnel or non-contracted employees from entering the premises. Until all contracted services and improvements are completed, all loan closing documents are signed, and all funds are dispersed, no persons or property may occupy the home. Keys will be released once the placement certificate is signed and the final walk through is complete.

The Purchaser(s) acknowledge(s) receipt of a copy of this document and has read and understands its terms.

DocuSigned by:  
  
 Bernard Stith      5/20/2024  
F9D4CD6A71A34A7  
 Purchaser      Date

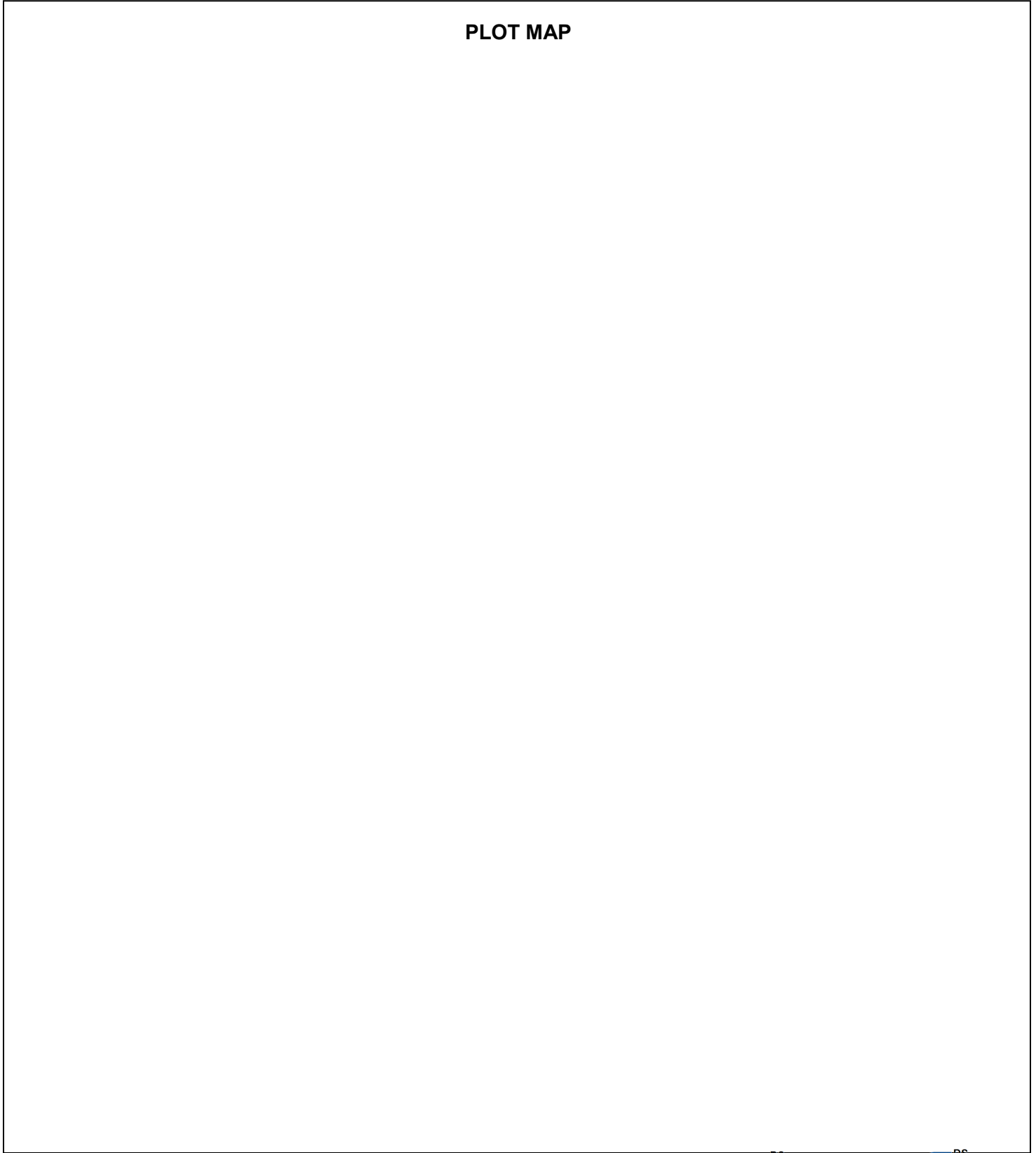
DocuSigned by:  
  
 Brenda Stith      5/20/2024  
113F0CB7CDE8456  
 Co-Purchaser      Date

DocuSigned by:  
  
 Chris Milligan      5/20/2024  
AE12245ED6474FC...  
 General Manager – CMH Homes, Inc.      Date

\_\_\_\_\_  
 Site Coordinator (If Applicable)      Date

## ADDENDUM TO THE SALES AGREEMENT

### PLOT MAP



Initials <sup>DS</sup>BS Initials <sup>DS</sup>BS