

CMH Deals Paperwork Checklist – Real Estate Investor

Thank you for purchasing a real estate investor manufactured or modular home through CMH Deals. Unless indicated otherwise through a contractual agreement, CMH Deals is only responsible for ordering and coordinating delivery of the home to the identified site address. The real estate investor is responsible for ALL OTHER REQUIREMENTS related to the set up of the home delivered. Please review the paperwork provided and initial below to confirm all paperwork has been received. THANK YOU for working with CMH Deals to support your manufactured and modular home needs.

NOTE: As a kind reminder, total payment of **\$76,600.05** is required by **8/27/24** via wire, ach or direct deposit to Fidelity Bank. The home is expected to be delivered around 9/3/24.

Real Estate Investor Name: The Art of We Development LLC, Matt Whitley, (336) 317-9272

1-NC Justice Consumer Notice

2-CMH Deals Wiring Instructions

3-CMH Deals Additional agreements

4-CMH Deals Site Delivery Acknowledgement – Real Estate Investors

5-CMH Deals Escrow and Receipt

6 - CMH Deals - Wheels & Axles Disposition & Carrier Rental/Pickup Agreement

Customer floorplan order sheet (& Std. specs – sent via email)

Photocopy of State issued ID / DL (please send to sales@cmhdeals.com)

Factory service info & warranty booklet (provided inside home – please confirm at delivery)

Signed Purchase agreement / Form 500

Other: mw (if blank, no additional information sent/received)

I certify that I have read, signed, understood & received a copy of these checked documents concerning my purchase from CMH Deals.

X _____ (Buyer) X _____ (Buyer) 08 / 23 / 2024

(Total purchase must be paid in full before delivery can be scheduled)

Consumer Notice

AS A BUYER OF A MANUFACTURED HOME, YOU HAVE CERTAIN PROTECTIONS UNDER STATE AND FEDERAL LAW.

- North Carolina law provides you with a one-year warranty from the date of delivery of your new home. If you experience warranty-related issues during this 12-month time period you should contact the dealer that sold you the home. All issues should be presented in writing.
- Your salesperson and set-up contractor must be licensed and are regulated by the North Carolina Manufactured Housing Board. The Board's duties include addressing consumer complaints.
- As with any purchase, there are certain buyer responsibilities concerning homeowner maintenance. Buyers should carefully review their owner's manual and perform proper home maintenance and care. Alterations or modifications to the home may affect warranty coverage. Before altering or modifying your home consult your dealer.
- You must be provided a copy of the purchase agreement at the time of the deposit and sale.
- The U.S. Department of Housing and Urban Development (HUD) Manufactured Home Dispute Resolution Program is available to resolve disputes among manufacturers, retailers, or installers concerning defects in manufactured homes. North Carolina Department of Insurance, Office of State Fire Marshal, Manufactured Building Division is the State Administrative Agency and has a consumer assistance or dispute resolution program. For additional information about these programs, see sections titled "Dispute Resolution Process" and "Additional Information - HUD Manufactured Home Dispute Resolution Program" in the Consumer Manual required to be provided to the purchaser. These programs are not warranty programs and do not replace the manufacturer's, or any other person's, warranty program.

For further assistance or to make a consumer complaint, contact:
The Manufactured Building Division
of the NC Department of Insurance toll free at:
1-800-587-2716
 or write to the:
MANUFACTURED HOUSING BOARD
North Carolina Department of Insurance
 Manufactured Building Division
 1202 Mail Service Center
 Raleigh, NC 27699-1202

Signing below confirms that the dealer has provided to the buyer a copy of this Notice of Consumer Rights and a copy of the Owner's Manual for the buyer's new home. This document contains important information about your protections under state and federal law, and you should keep a copy with your important papers.

Buyer Signature _____ Date: 08 / 23 / 2024

Buyer Signature _____ Date: _____

Dealer Signature *Donald S. Hester* Date: 8/15/24

PREPARED BY THE NORTH CAROLINA MANUFACTURED HOUSING BOARD

CMH Deals, LLC - Carolina Manufactured Housing Deals Wiring Instructions
Manufactured Home Dealer - Serving NC & GA

Business Name on Account:

CMH Deals (Escrow)

PO Box 1951

Carthage, NC 28327

Bank Name:

The Fidelity Bank

985 Old US Hwy 1

Southern Pines, NC 28328

<https://www.fidelitybanknc.com/>

(910) 944-5762

Account Details:

Routing: 053103585

Account: 351002729

Please reach out to sales@cmhdeals.com if you have any questions for clarification, call or text (910) 216-4562.


Thank you!


CMH Deals, LLC





CMH Deals Additional Agreement & What to Expect – Real Estate Investor


____ Congratulations on a great deal on a home! CMH Deals will be here to help answer any questions that you may have along the way. Once the home has been paid, expect the new home delivery at the property based on the date provided from the factory and the state permit office. PLEASE **read and acknowledge the Delivery Acknowledgement** information, as the details may prevent appropriate delivery of the home. As a real estate investor receiving the discounted home price, your acknowledgement of the process, the time frame and delivery requirements is essential to prevent any additional fees or delays regarding the manufactured home delivery.

 The real estate investor discounted purchase price includes the new home unit and delivery to the identified site location. **Buyer is responsible for all items necessary to complete home set up**, including, but not limited to: satisfying zoning/covenants, permits, setup, inspections, util. hookups, HVAC, etc: (basically overall completion of home.)


 The wheels & axles and/or carrier system that was used for transport was only rented, and will be picked back up later, per the agreement to receive the discounted home price. Please communicate when the wheels and axles have been removed, as the home is being set.

 The new home is under complete new factory warranty-the entire warranty booklet from the factory and keys to the home are delivered **in/with** the home (search by the back door, kitchen cabinets/drawers). After the home has power, please make a complete list of any concerns related to the house covered under warranty, email sales@cmhdeals.com – the list will be forwarded to the factory. (List should be turned in within 90 days) The factory covers original factory defects & has a service manager to assist us with any questions. The setup and/or trimout crew (resources hired for setup/trimout) takes care of the cosmetic items/typical transportation repairs. Make sure to have the setup crew level exterior doors & make sure they are working before they leave. The warranty is from the manufacturer. If the home location is far away from the manufacturer, a local contractor may need to be identified for any needed repairs (upon authorization by the factory). Any parts for approved service items will be provided by the manufacturer at no cost.

 As written in the home, Plumbing was pressure tested before leaving factory, but fittings may have shaken loose during transport. It is the responsibility of the plumber to inspect & verify at the time water is turned on & repair if need be. Factory will not be responsible for any water damage caused by water leaks that were not addressed by plumber that was hired.

 This particular home unit is being sold at a discount.

____ **If you have not already done so, please provide the full address of where your home is trying to be setup, and then go to google maps and discuss possible home placement with us.**

X _____  Buyer

CMH Deals Delivery Acknowledgment - Real Estate Investors

The discounted manufactured home price received on the home has been provided due to your experiences as a real estate investor. As the purchaser/receiver of the manufactured home, all resources to support the set up and completion of the home are the responsibility of the real estate investor, unless otherwise agreed with a contract in place. We *strongly* advise a meeting with the set up crew at the home delivery site location as soon as the house has been ordered to ensure a successful delivery of the home. CMH Deals is not responsible for any onsite requirements beyond coordinating with the manufacturer to deliver the home to the location site address provided. The transport driver delivering the home will not have any special equipment to support maneuvering the home to the location - their responsibilities include safe transport of the home from the manufacturer to the location on flat land without hills or barriers and unhitching the home, leaving the home onsite or nearby, if barriers are present. PLEASE NOTE- the transport team does not have special equipment and will not remove trees, branches or barriers. Their role is to deliver the home only. If any challenges are identified, CMH Deals is not responsible for the home delivery location. *For reference, delivery drivers have left homes on the neighbors lawn and on the side of the road if the site is not easy to access.*

Setup crew Discussion Items

1. Are there any barriers to getting the home onto the lot? Are there trees/tree limbs that need to be cut/removed? Does the driveway need widened/built? Does anything need to be removed? (mailboxes, fence posts, low hanging lines, etc.) Do you need permission to cross someone's land? Is any special equipment needed to place the home onsite? Are there barriers that may hinder the delivery driver from placing the home on flat land
2. The factory driver will be solo large semi truck. Drivers are NOT equipped to go off-road, access tight/steep areas, climb hills or manage challenges beyond unhitching the home on flat ground, easily accessible. The setup crew has access to smaller, maneuverable mobile home "Toter" with a moveable hitch & other equipment and may need to be close by on delivery day to support successful delivery of the home at the identified location.
3. A successful delivery means: to the closest, state-maintained, paved road to the identified property. The factory driver *may* be able to get onto your preferred spot - if barriers are identified, the home will be dropped as close to the location as possible. The setup crew will have equipment to maneuver the home to the final destination. If known challenges exist, please have an alternative location for the home to be stored. (at your expense)

NOTES / FYI: Delivery permits are granted by the department of highways and involve a lengthy process, insurance, routing, and scheduling. Therefore, selection of a specific day/time/route may not be available. CUSTOMER CANNOT CANCEL THE DELIVERY DUE TO THEIR LOT / FOOTERS / FOUNDATION NOT BEING READY as the factory has no place to "store" the home. Backup spots nearby the lot to park & store your home, that way customer and setup man can work out a short move later on.

If the factory driver **is** able to get the home onto your property, neither CMH Deals nor transporter will be responsible for any scrapes, scuffs or damage to home or lot from your limbs, driveway condition, ditches, weather, ruts, etc. that may arise from him doing you this favor.

If home is not setup right away, then customer must check home periodically for any shingle or plastic wrap issues & correct to their satisfaction to prevent rain damage. Insurance is provided to you until home is unhooked and up to 3 weeks for the physical set up on the blocks, then Customer is responsible for their own home. Negligence and vandalism are NOT covered by insurance.

CMH Deals Delivery Request Form - Real Estate Investors

Please initial, sign and identify the site location.

As a real estate investor receiving a home price discount, I acknowledge and understand I am fully responsible for all items/tasks related to setting up the home at the delivery location.

 As a real estate investor receiving a home price discount, I acknowledge and understand the transport driver is responsible for delivering the home to the identified address on flat land without any barriers/challenges, including trees, limbs, hills, etc. I also acknowledge the home may be left in a different location if the site location is not managed appropriately in advance. CMH Deals is *not responsible* for the delivery site location or any alternate storage locations not discussed and approved in advance.

 As a real estate investor receiving a home price discount, I acknowledge and understand my responsibility to ensure the site is managed well in advance of the home delivery date and per CMH Deals recommendation, will meet with the set up crew to discuss.

 As a real estate investor receiving a home price discount, I acknowledge and understand CMH Deals will provide insurance for up to 3 weeks after the home is delivered to the identified address. I am responsible for coordinating the home set up prior to the home delivery and acknowledge my responsibility to establish insurance as soon as the home is set up on blocks. I acknowledge vandalism and negligence is not covered - any additional limitations beyond the open lot insurance coverage is not covered.

 As a real estate investor receiving a home price discount, I acknowledge and understand site preparation delays are my responsibility and the home delivery date will not be altered due to site concerns.

 As a real estate investor receiving a home price discount, I acknowledge and understand a CMH Deals storage lot is available in an emergent situation at a charge of \$1,000 for the first month and \$2000 for the second month, with storage insurance coverage in Fayetteville, NC. If a different location is chosen for storage, CMH Deals insurance related to the home is no longer valid and the real estate investor takes full responsibility for the home. If home storage is required, CMH Deals will work with the customer to coordinate a delivery date to the lot, with additional fees for moving, if required.

I have read, understood, agreed, and been given a copy. X _____

Site Delivery Location - 911 Address:

 48 Bone Oak, Sanford, NC

CMH Deals, LLC – Manufactured Home Dealer Serving NC & GA

ESCROW NOTICE & FUNDS RECEIPT

Funds in the amount of **\$76,600.05** are required by 8/27/24 for the purchase, taxes, delivery and insurance related to an identified manufactured home, will be placed into the CMH Deals Escrow Account upon receipt. (Buyer): **The Art of We Development LLC, Matt Whitley, (336) 317-9272** will wire, ach or direct deposit a check to Fidelity Bank, per the wiring instructions provided.

Buyer & seller acknowledge that these funds will only be used in the transaction for the buyers home.



Buyer Signature:

Date: 08 / 23 / 2024

CMH Deals - Wheels & Axles Disposition & Carrier Rental/Pickup Agreement

CMH Deals, LLC has paid for and/or rented the wheels & axles (or modular frame carrier) for the transport of the real estate investor manufactured home. CMH Deals provides the home at a discount price to real estate investors, retrieving the wheels and axles is one way we are able to provide a discount . We are allowing you to use them, free of charge, until such time as you can have your chosen setup crew to setup your home.

Please email us at sales@cmhdeals.com when the home has been set up, the wheels/axles have been removed and we will coordinate the pickup contractor at the location. Please include the street address where the wheels/axles are located at, as well as a contact name & phone number in case there are any questions.

The Wheels and axles transport system or the modular home frame carriers are not part of the purchase, and you/your setup people cannot keep them. If they should become missing or unavailable, your title/MCO and or warranty work may be held up until they are returned, or their value paid for, (approx. \$1,000 for manufactured home wheels & axles & about \$3,000 for the off-frame modular home carriers).

Additional: Modulares: crane operator must stack one carrier on top of the other one during setup day for pickup later. Manufactured homes: Your setup crew should unbolt the tongue from the home & place/leave under your home.

X _____ Buyer

Contact name & phone:



X _____ Seller

Contact name & phone: Pam Fisher, 910-216-4562

CMH Deals, LLC

PO Box 1951
Carthage, NC 28327
(910) 216-4562

BUYER(S) The Art of We Development LLC				HOME PHONE		CELL PHONE (336) 317-9272		DATE ord7/17/24	
ADDRESS 1301 Glencastle Way				CITY Raleigh		STATE NC	ZIP 27606	EMAIL matt@happyandhale.com	
DELIVERY ADDRESS 48 Bone Oak				CITY Sanford		STATE NC	ZIP 2733	SALES PERSON PFISHER	
THIS <input checked="" type="checkbox"/> NEW <input type="checkbox"/> SINGLE WIDE		MAKE Clayton		MODEL Expedition		STOCK NUMBER		SERIAL NUMBER CBG058513NCABAC	
UNIT IS <input type="checkbox"/> USED <input checked="" type="checkbox"/> DOUBLE WIDE		FLOOR SIZE L 28 W 60		HITCH SIZE L 30 W 60		COLOR White		KEY NUMBERS na	
YEAR 2024		BEDROOMS 3		BATHS 3		PROPOSED DELIVERY DATE Est 9/5/24			

LOCATION	R-VALUE	THICKNESS	TYPE OF INSULATION	BASE PRICE OF UNIT	\$	
CEILING	38			OPTIONAL EQUIPMENT	3,823.00	
EXTERIOR	13					
FLOORS	22			SUB-TOTAL	\$ 74,823.00	
THIS INSULATION INFORMATION WAS FURNISHED BY THE MANUFACTURER AND IS DISCLOSED IN COMPLIANCE WITH THE FEDERAL TRADE COMMISSION RULE 16CFR SECTION 460.16.				SALES TAX		1,777.05
				NON-TAXABLE ITEMS		
OPTIONAL EQUIPMENT, LABOR AND ACCESSORIES				VARIOUS FEES AND INSURANCE		
Insurance 50% discount \$1,000				\$ 1,000.00		
Freight				2,823.00		
Sales tax is 0.02375%						
				CASH PURCHASE PRICE		\$ 76,600.05
				TRADE-IN ALLOWANCE		\$
				LESS BAL. DUE on above		\$ 0.00
				NET ALLOWANCE		\$ 0.00
				CASH DOWN PAYMENT		\$
				CASH AS AGREED		\$
				LESS TOTAL CREDITS		\$ 0.00
				SUB-TOTAL		\$ 76,600.05
				SALES TAX (If Not Included Above)		
				Unpaid Balance of Cash Sale Price		\$ 76,600.05
				ESTIMATED RATE OF FINANCING		<u>0.00</u> %
				NUMBER OF YEARS		<u>0</u>
BALANCE CARRIED TO OPTIONAL EQUIPMENT				\$ 3,823.00		ESTIMATED MONTHLY PAYMENTS \$ <u>0.00</u>

Wheels, axles, lights, coupling and drawbar used in transporting the Purchased Unit are **not** included in the sale of the purchased Unit and shall remain the property of the Dealer unless otherwise stated in the Agreement as agreed to by the parties or as otherwise disclosed as required by federal, state or local law or rule.

DESCRIPTION OF TRADE-IN n/a			MAKE		MODEL		YEAR
COLOR		BEDROOMS	BATHS	SIZE	TITLE NUMBER		SERIAL NUMBER
AMOUNT OWING \$		TO WHOM		ANY DEBT BUYER OWES ON TRADE-IN IS TO BE PAID BY <input type="checkbox"/> DEALER <input type="checkbox"/> BUYER			

Buyer is purchasing the above described manufactured home, the optional equipment and accessories, the insurance has been voluntary; the Buyer's trade-in is free from all claims whatsoever, except as noted.

PAGE 2 of this Agreement contains **ADDITIONAL TERMS AND CONDITIONS**, including, but not limited to, provisions regarding **WARRANTY, EXCLUSIONS AND LIMITATION OF DAMAGES**.

Dealer and Buyer acknowledge and certify that such (the) Additional Terms and Conditions printed on **Page 2** of this Agreement are agreed to as part of this Agreement, the same as if printed above the signatures.

The Agreement contains the entire Agreement between the Dealer and Buyer and no other representations or inducement, verbal or written, has been made which is not contained in this Agreement. Buyer(s) acknowledge receipt of a copy of this Agreement (order) and that Buyer(s) have read and understand **Page 2** of this Agreement

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 OF 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.


CMH Deals, LLC <small>Not Valid Unless Signed and Accepted by an Officer of the Company or an Authorized Agent</small>	DEALER	SIGNED X <u>08 / 23 / 2024</u>	BUYER
Approved By _____		SIGNED X _____	BUYER

Buyer understands that the term "Unit" used in this Agreement describes the Mobile/Manufactured Home or any item or combination of items as described on the Page 1 of this Agreement. Buyer further agrees (continued from Page 1 of this Agreement):

1. **IF NOT A CASH TRANSACTION.** If Buyer does not complete this purchase as a cash transaction, Buyer knows before or at the time of delivery of the Unit purchased, Buyer will enter into a retail installment contract and sign a security agreement or other agreement as may be required to finance Buyer's purchase.
2. **TITLE.** Title to the Unit purchased will remain in Dealer until the agreed upon purchase price is paid in full in cash, or Buyer has signed a retail installment contract and it has been accepted by a bank or finance company, at which time title passes to Buyer even though the actual delivery of the Unit purchased may be made at a later date.
3. **TRADE-IN.** If Buyer is trading in a used car, manufactured home, trailer, or other vehicle, Buyer will give Dealer the original bill of sale or the title to the trade-in. Buyer promises that any trade-in which Buyer gives is owned by Buyer and is free of any lien or other claim except as noted on Page 1 of this Agreement. Buyer promises that all taxes of every kind levied against the trade-in have been fully paid. If any government agency makes a levy or claims a tax lien or demand against the trade-in, Dealer may, at Dealer's option, either pay it and Buyer will reimburse Dealer on demand, or Dealer may add that amount to this Agreement as if it had been originally included.
4. **REGISTRATION OR LICENSE OF TRADE-IN.** If Buyer has a trade-in and it is registered or licensed in a state outside of the one where this order is written, Buyer will immediately have the trade-in registered or licensed in the state Dealer indicates and Buyer will pay any and all expenses and registration or licensing fees required. If Dealer handles the registration or licensing of the trade-in, Buyer will reimburse Dealer for the expense on demand or Dealer may add that amount to this Agreement as if it had been originally included.
5. **REAPPRAISAL OF TRADE-IN.** If Buyer is making a trade-in and it is not delivered to Dealer at the time of the original appraisal and if later, on delivery, it appears to Dealer that there have been material changes made in the furnishings or accessories, or in its general physical condition, Dealer may make a reappraisal. This later appraisal value will then determine the allowance to be made for the trade-in.
6. **FAILURE TO COMPLETE PURCHASE.** If Buyer fails or refuses to complete this purchase within the time frame specified in this Agreement or as specified in the Uniform Commercial Code of the state in which Buyer signs this Agreement, or within an agreed upon extension of time, for any reason (other than cancellation because of any increase in price), Dealer may keep that portion of Buyer's cash deposit which will adequately compensate Dealer for Dealer's actual, consequential, and incidental damages, and all other damages, expenses or losses which Dealer incurs because Buyer failed to complete Buyer's purchase. If Buyer has not given Dealer a cash deposit or it is inadequate and Buyer has given Dealer a trade-in, Dealer may sell the trade-in at public or private sale, and deducted from the money received an amount that will adequately compensate Dealer for any and all of the above mentioned damages, expenses, and losses incurred because Buyer failed to complete this purchase. Retention of any portion of the cash deposit or the application of sale proceeds shall be in addition to, and not to the exclusion of, any other remedies Dealer may have at law, and this Agreement shall not be interpreted as containing a liquidated damages provision. Buyer understands that Dealer shall have all the rights of a seller upon breach of contract under the Uniform Commercial Code, except the right to seek and collect "liquidated damages" under Section 2-718. If Dealer prevails in any legal action which Dealer brings against Buyer, or which Buyer brings against Dealer, concerning this Agreement, Buyer agrees to reimburse Dealer for Dealer's reasonable attorneys' fees, court costs and expenses which Dealer incurs in prosecuting or defending against that legal action.
7. **CHANGES BY MANUFACTURER.** Buyer understands that the manufacturer may make any changes in the model, or designs, or any accessories and parts from time to time, and at any time, if the manufacturer does make changes, neither Dealer nor the manufacturer are obligated to make the same changes in the Unit Buyer is purchasing and covered by this order, either before or after it is delivered to Buyer.
8. **DELAYS.** Buyer will not hold Dealer liable for delays caused by the manufacturer, accidents, strikes, fires, pandemics, Covid-19 or any other cause beyond Dealer's control.
9. **INSPECTION.** Buyer has examined the product and finds it suitable for Buyer's particular needs. Buyer has relied upon Buyer's own judgement and inspection in determining that it is of acceptable quality. On the Unit ordered, Buyer has relied on Buyer's inspection of the display model(s), the brochures and bulletins and/or the floor plan provided to Dealer by the Manufacturer, in making Buyer's decision to purchase the Unit described on Page 1 of this Agreement.
10. **WARRANTIES AND EXCLUSIONS.** BUYER UNDERSTANDS THAT THERE MAY BE WRITTEN WARRANTIES COVERING THE UNIT PURCHASED, OR ANY COMPONENT(S), OR ANY APPLIANCE(S) WHICH HAVE BEEN PROVIDED BY THE MANUFACTURERS. DEALER HAS GIVEN BUYER AND BUYER HAS READ AND UNDERSTOOD A STATEMENT OF THE TYPE OF WARRANTY COVERING THE UNIT PURCHASED AND/OR COMPONENT(S) AND/OR APPLIANCE(S) BEFORE BUYER SIGNED THIS SALES AGREEMENT. THERE IS NO EXPRESS WARRANTY ON USED UNITS, EXCEPT WHERE PROHIBITED BY LAW: (i) DELIVERY BY DEALER TO BUYER OF THE WARRANTY BY THE MANUFACTURER OF THE UNIT PURCHASED, OR ANY COMPONENT(S), OR ANY APPLIANCE(S) DOES NOT MEAN DEALER ADOPTS THE WARRANTY(S) OF SUCH MANUFACTURER(S), (ii) BUYER ACKNOWLEDGES THAT THESE EXPRESS WARRANTIES MADE BY THE MANUFACTURER(S) HAVE NOT BEEN MADE BY DEALER EVEN IF THEY SAY DEALER MADE THEM OR SAY DEALER MADE SOME OTHER EXPRESS WARRANTY, AND (iii) DEALER IS NOT AN AGENT OF THE MANUFACTURER(S) FOR WARRANTY PURPOSES EVEN IF DEALER COMPLETES, OR ATTEMPTS TO COMPLETE REPAIRS FOR THE MANUFACTURER(S), EXCEPT IN WV, MS, WI OR WHERE OTHERWISE PROHIBITED BY LAW: (i) BUYER UNDERSTANDS THAT THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER WARRANTIES EXPRESSED OR IMPLIED ARE EXCLUDED BY DEALER FROM THIS TRANSACTION AND SHALL NOT APPLY TO THE UNIT OR ANY COMPONENT OR ANY APPLIANCE CONTAINED THEREIN, (ii) BUYER UNDERSTANDS THAT DEALER MAKES NO WARRANTIES WHATSOEVER REGARDING THIS UNIT OR ANY COMPONENT OR ANY APPLIANCE CONTAINED THEREIN, AND (iii) BUYER UNDERSTANDS THAT DEALER DISCLAIMS AND EXCLUDES FROM THIS TRANSACTION ALL WARRANTY OBLIGATIONS WHICH EXCEED OR EXIST OVER AND ABOVE THE LEGAL WARRANTIES REQUIRED BY APPLICABLE STATE LAW.
11. **LIMITATION OF DAMAGES.** EXCEPT IN WV AND ANY OTHER STATE WHICH DOES NOT ALLOW THE LIMITATION OF INCIDENTAL, AND/OR CONSEQUENTIAL DAMAGES, THE FOLLOWING LIMITATION OF DAMAGES SHALL APPLY. IF ANY WARRANTY FAILS BECAUSE OF ATTEMPTS AT REPAIR ARE NOT COMPLETED WITHIN A REASONABLE TIME, OR ANY REASON ATTRIBUTED TO THE MANUFACTURER, INCLUDING MANUFACTURERS WHO HAVE GONE OUT OF BUSINESS, BUYER AGREES THAT IF BUYER IS ENTITLED TO ANY DAMAGES AGAINST DEALER, BUYER'S DAMAGES ARE LIMITED TO THE LESSER OF EITHER THE COST OF NEEDED REPAIRS OR REDUCTION IN THE MARKET VALUE OF THE UNIT CAUSED BY THE LACK OF REPAIRS. BUYER ALSO AGREES THAT ONCE BUYER HAS ACCEPTED THE UNIT, EVEN THOUGH THE MANUFACTURER(S)' WARRANTY DOES NOT ACCOMPLISH ITS PURPOSE, THAT BUYER CANNOT RETURN THE UNIT TO DEALER AND SEEK A REFUND FOR ANY REASON.
12. **INSURANCE.** Buyer understands that Buyer is not covered by insurance on the Unit purchased until accepted by an insurance company, and Buyer agrees to hold Dealer harmless from any and all claims due to loss or damage prior to acceptance of insurance coverage by an insurance company.
13. **CONTROLLING LAW AND PLACE OF SUIT.** The law of the State of North Carolina is the law which is to be used in interpreting the terms of the Agreement. Dealer and Buyer agree that if any dispute between us is submitted to a court for resolution, such legal proceeding shall take place in the county in which the Dealer's principle office is located. If under state law a special dispute resolution procedure or complaint process is available, Buyer agrees to the extent permitted by law that procedure shall be the only method of resolution and source of remedies available to Buyer.
14. **IF PART INVALID REST OF AGREEMENT SAVED.** Every provision of this Agreement is intended to be severable, and, if any term or provision is determined to be illegal or invalid for any reason whatsoever, such shall not affect the legality or validity of the remainder of this Agreement.
15. **DELIVERY AND PLACEMENT.** If Dealer has included delivery of the Unit purchased in the purchase price, or if Dealer quotes a charge for delivery to Buyer's destination, Dealer's agreement to transport the Unit purchased, as well as Dealer's price quotation, is made in reliance 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. Buyer assumes all responsibility for the proper preparation of Buyer's property to both receive and locate the Unit purchased. If Dealer must hire extra labor and/or equipment in order to deliver and place the unit purchased because of something not previously disclosed to Dealer, Buyer will pay for all those additional costs. Buyer understands that Dealer does not guarantee proper placement of the Unit unless concrete pier(s), running below the frost line and properly placed and level so as to permit a proper placement of the Unit on the site, shall have first been prepared. Buyer will pay for all labor and material costs to re-set the Unit when caused by future settling or sinking resulting from failure to provide a foundation approved by the State or Local Code in which the Unit is sited. Buyer understands and agrees that the sewer shall be stubbed out of the ground, the waterline must be capped and the electric line connected to a meter pole with a proper receptacle within 20 feet of the electric box inside of the Unit. Buyer understands and agrees that unless otherwise provided on Page 1 of this Agreement, the Unit purchased is sold by Dealer F.O.B. Dealer's lot and Buyer is responsible for transporting it.
16. **CONNECTIONS, PERMITS AND CHANGES.** Buyer understands and agrees that Dealer is not permitted to make plumbing or electrical connections or connection of certain natural gas or propane appliances where state or local ordinance require a licensed plumber or electrician to do the work. Buyer understands and agrees that Dealer is not responsible for obtaining health or sanitary permits, nor for any local, county, or state permits required because of restrictive zoning. Buyer understands and agrees that Dealer is not responsible for making changes to plumbing, electrical or construction changes required by special building ordinances or laws. Buyer will pay the costs of any changes needed for compliance with local, county or state laws or zoning requirements.
17. **NOTICE OF WIDTH LIMITATIONS.** Buyer has been informed of the length and width limitations, as of the date of this Agreement, now enforced in the several states, or provinces of Canada, as they may apply to the transportation and delivery of manufactured homes and this Unit over the public highways, and the fact that special permits are required. Buyer understands that some states, or the provinces of Canada, may not grant the required permits where the size of the Unit exceeds the statutory maximum. Buyer waives and releases and shall indemnify Dealer and Dealer's assigns, and the manufacturer and its assigns, from any and all demands, suits, claims or counterclaims, based on the size of the Unit purchased, if it exceeds the limitations which are now or may later be, imposed by any state, province or any entity or level of government.

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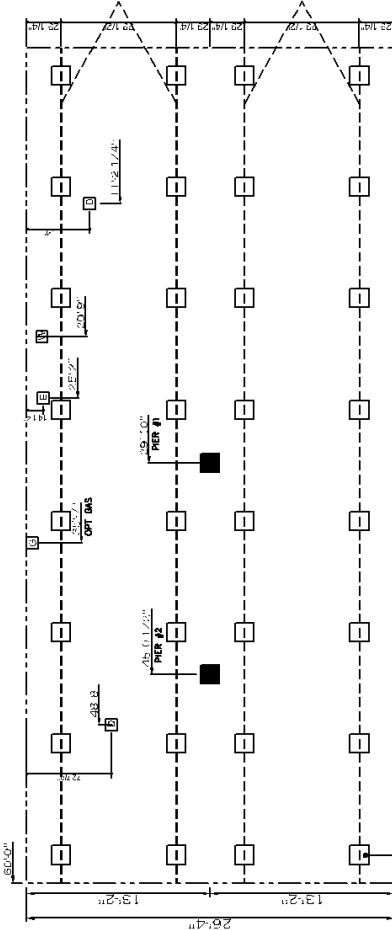
2



PROJECT NAME	EXPEDITION-4E
MO/DEL. NO.	GEE28604AH
MO/DEL. NO.	1580
DATE	28 X 80'

DRAWN BY	Alex Whaley
DATE PRINTED	08/09/2022
SCALE	12/20/2023
PROJECT NO.	N/A
EXPIRATION DATE	Expedition-4e
PIERS	BOG FRAME
SHEET NO.	SU-1

EXPEDITION 4E RECESSED FRAME



PIER LEGEND

- = SUPPORT HATING COLUMN (SEE DETAIL D)
- ▣ = CROSS BEAM SUPPORT (SEE DETAIL D)
- = CROSS BEAM & RIVET WALL COLUMN SUPPORT (SEE DETAIL D)

SERVICE DROP LEGEND

- E = ELECTRICIAL DROP
- W = WATER INLET
- D = DOWN PLUMBING DROP
- G = GAS INLET

GENERAL NOTES:

- FOUNDATION WIDTH IS NOMINAL AND DOES NOT TAKE INTO ACCOUNT THE OSB SIDING OR SPACE CREATED BY CRANE CABLES IN THE MATE AREA. WIDTH MAY NEED TO BE ADJUSTED ACCORDINGLY.
- REFER TO FOUNDATION PACKAGE FOR FURTHER NOTES AND DETAILS.
- SERVICE DROP LOCATIONS IDENTIFIED ARE APPROXIMATE.

20' B' ROOF LOAD SIDEWALL OPENING PIER LOAD	SIDEWALL OPENING (FT.) REQUIRED PER LOAD (LESS)					
28' BOX WIDTH	3	4	5	6	8	10
FOR 30 LB & 40 LB ROOF LOAD REFER TO TABLES 7b & 7c IN THE INSTALLATION MANUAL.	1175	1330	1485	1640	1950	2260

EXPEDITION-4E

Title	CMH Deals - 48 Bone Oak - Purchase Agreement & Docs
File name	Clayton_Exp_Matt_PA_Docs_NOT_Signed.pdf
Document ID	bc325fdc0068d0e26531bdcf321a83da4bbf5120
Audit trail date format	MM / DD / YYYY
Status	● Signed

Document History



SENT

08 / 22 / 2024

19:49:26 UTC

Sent for signature to Matt Whitley (matt.c.whitt@gmail.com) from contract@fishermanagementgroup.com
IP: 136.54.111.151



VIEWED

08 / 23 / 2024

15:48:14 UTC

Viewed by Matt Whitley (matt.c.whitt@gmail.com)
IP: 70.90.198.171



SIGNED

08 / 23 / 2024

15:51:55 UTC

Signed by Matt Whitley (matt.c.whitt@gmail.com)
IP: 70.90.198.171



COMPLETED

08 / 23 / 2024

15:51:55 UTC

The document has been completed.