

DEPOSIT AGREEMENT FOR TIMBERPEG® PRELIMINARY PLANS AND DRAWINGS

TIMBERPEG EAST, INC. P.O. BOX 1500
CLAREMONT, NEW HAMPSHIRE 03743-1500
603/542-7762 FAX 603/542-8925

NOV 15 1999

The undersigned customer(s) (the "Customer") desiring to obtain Preliminary Plans, Construction Plans, specifications, drawings, and other material (the "Plans"), per sketches dated _____ or standard model _____ in order to determine whether Customer wishes to purchase a TIMBERPEG® package (the "Package"), and Timberpeg East, Inc. (the "Company") desiring to provide such Plans, hereby agree (the "Agreement") as follows:

1. All design or drafting time will be charged to the Customer at the rate of \$49.00* per hour. All Plans will be billed at \$1.75 per sheet to cover paper, printing, handling, and UPS ground postage. Express charges will be billed extra.
2. Customer will deposit \$2,500 (the "Deposit") with Company. If Customer contracts to buy the Package, the Deposit will be credited in full against the price thereof and Final Plans (based on Preliminary Plans and Construction Plans) will be provided. Certain custom Plans may require a higher initial deposit.

The Customer will be notified by Company of all charges against the Deposit. If the Customer does not buy the Package, at Customer's written request, Company will return the Deposit, less the costs of any time spent drawing or modifying the Plans at the Customer's request, all charges per Item 1 above, and subject to Item 5 below (return of Plans). Balances due for services rendered in excess of Deposit shall be due and payable by Customer within 30 days upon demand by Company. This Agreement shall automatically renew each calendar year.

3. Company will furnish Customer with sets of Preliminary Plans. Such Plans will include: basement plan, floor plans, four (4) elevations, and a typical building cross section. Construction Plans, including foundation plans and details and including details of our standard construction techniques, will be supplied after the Preliminary Plans have been approved in writing. These Construction Plans may be used for planning the construction process, ordering materials, obtaining contractor bids, and securing a building permit. In some jurisdictions the Preliminary Plans may suffice for this purpose.
4. Final Plans, which include the frame design, will not be prepared as part of the Deposit contemplated by this Agreement. Final Plans will be prepared as part of the contract for purchase of a Package and will be available prior to the shipment of the Package.
5. Customer represents that any house plans, specifications, drawings, or sketches of any kind (the "Drawings") provided to the Company are the result of an original design (the "Design"), and Customer is sole owner of the Design and has exclusive rights, including copyright, in and to the Design as represented in the Drawings. Customer further represents that Customer has not pledged, assigned, or encumbered Customer's right to the Design, and the Design does not violate any copyright, property, or common law rights of others. Customer hereby indemnifies and holds harmless the Company from any and all claims of third parties, including, but not limited to, copyright infringement or conversion that may be asserted as a result of Company's fabrication of the Package or other structure for Customer or any other use of the Design, Drawings, or Plans. Customer agrees that all rights of ownership, including copyright, to the Design will become the exclusive property of Company when Company first produces any Plans for Customer. Customer agrees that the laws of the State of New Hampshire shall govern this Agreement and further agrees to waive any objection to the location where a disputed case involving this Agreement is heard by a court of competent jurisdiction.

Company and/or its assigns owns and will continue to own the copyright in the Plans. The Plans may be used by Customer solely in connection with the evaluation and construction of one (1) Package purchased from Company. Any other use of the Plans, including, but not limited to, the following, is an unauthorized appropriation of copyright by Customer and a breach of this Agreement: a) the copying of all or any part of the Plans; b) the utilization or partial utilization of the Plans for the construction of a similar building or structure; or c) any transfer or delivery of the Plans to another person without written authorization from Company. If Customer does not purchase a Package from Company, Customer must return all Plans and copies of all Plans to Company within thirty (30) days. No refunds of unused Deposit will be made until said Plans are returned. Customer and Company specifically contemplate that the obligations of this Agreement may be enforced by injunction. In the event that Customer breaches the terms of the Agreement, Customer agrees to pay reasonable attorneys' fees to Company arising from said breach.

6. Structural analysis, if required by code jurisdiction, would be performed by a third-party engineering firm of the Customer's choice and is not part of the services contemplated by this Agreement.
7. Independent Representative is an independent contractor and is not an agent, employee, partner, subsidiary, affiliate, or joint venturer of Company. Independent Representative has no authority to bind or obligate Company and has agreed to make no representations that he possesses any such authority.

* Areas of conventional construction drawn by Timberpeg will be billed at \$60.00 per hour.

FOR COMPANY ACCEPTANCE ONLY

By Gray R. Lieberman
TIMBERPEG EAST, INC.

11-16 DATE 19 99

Stanley J. Isbitski CUSTOMER (Signature) 11-01 DATE 19 99

STANLEY J. ISBITSKI CUSTOMER (Please Print)

(908) 319-1465 PHONE (Residence) (973) 543-6736 PHONE (Business)

P.O. Box 25 FAX MENDHAM, N.J. 07945-002

CUSTOMER'S ADDRESS (If P.O. Box, please include UPS address below)

CUSTOMER'S ADDRESS (For UPS)

Salisbury CITY N.H. STATE

BUILDING SITE LOCATION

OLD HAMPSHIRE DESIGNS
INDEPENDENT REPRESENTATIVE (Please Print)

NOV. 5, 1999 DATE 19 99

White - Timberpeg Canary - Non-negotiable
FORWARD WHITE COPY FOR ACCEPTANCE BY COMPANY
ACCEPTED COPIES WILL BE SENT TO CUSTOMER, I.R., AND ACCOUNTING

TIMBERPEG®

The Artisans of Post & Beam.

NOV 15 1999

TIM000104

DATE REC'D 11/15/99 CHECK # 1957 BANK ID # 55-532 AMT: 2,500 DESIGN DEPOSIT # TEI: 991102