

**Wholesaler:Tannco, LLC**

Date Faxed: 10/15/2025

By:

Building #: UT-1432-041625-000040

AMOUNT OWES: \$1815.42 + \$100.00 Drivers Fee

Other Notes: \_\_\_\_\_

Directions: \_\_\_\_\_

1st Attempt: Date: \_\_\_\_\_ Reason: \_\_\_\_\_  
Driver: \_\_\_\_\_

2nd Attempt: Date: \_\_\_\_\_ Reason: \_\_\_\_\_  
Driver: \_\_\_\_\_

Notes: Past due account!

Pick Up Info:

Condition of building: Excellent:\_\_\_\_\_ Good:\_\_\_\_\_ Fair:\_\_\_\_\_

Comments: \_\_\_\_\_

Keys: Yes \_\_\_\_\_ No \_\_\_\_\_

Write Wholesaler in bldg:Tannco, LLC

Pick up date: \_\_\_\_\_

Lot bldg was taken to:

Driver: \_\_\_\_\_ Date: \_\_\_\_\_

**SALES PERSONS COPY- PLEASE GIVE OR LEAVE AT LOT!!!!**

**Building # UT-1432-041625-000040**

**Name of Company or Investor:**

**Tannco, LLC**

**2171 S Kerr Blvd**

**Sallisaw, OK 74955**

**918-773-4068**

**Sales Person:**

**When sold please place this sheet with original copy of contract.**

RTO - 60 Month  
Contract

Invoice # 8B-00084

Invoice From:

**XPRESS BUILDINGS  
LLC**

1971 US HIGHWAY 60 E  
Salem, KY 42078  
(229) 569-1252

Ship To:

**Thomas PUGH**

706 TEMPELTON LOOP  
NEWBERN, TN 38059  
(901) 727-9692  
DUCKSHOT3@YAHOO.CO  
M

Dealer:

**Factory Direct  
Sheds LLC**

1971 US HIGHWAY 60  
EAST  
Salem, KY 42078  
(229) 457-2571

Order Type:

New Build Sale

Date:

04/16/2025

Agent:

Keith Belk

**Description**

**Quantity**

**Total**

**Utility 14x32**

**1**

**\$12,040.00**

Serial Number #UT-1432-041625-000040

Siding: Siding Paint Colors - Armory, Trim: Siding Paint Colors - Black,

Roof: Metal Roofing - 29GA 40YR - Black

2' x 3' Insulated Window

8

\$2,000.00

Deluxe Plus Electrical Package

1

\$1,290.00

HVAC (12,000) BTU'S

1

\$3,000.00

Interior Stud Wall 12ft

1

\$300.00

Interior Stud Wall 14ft

2

\$700.00

Steel Door (Solid)

3

\$1,110.00

Sub-Total Adjustment

\$500.00

ESCORT FEE

Subtotal

\$20,940.00

XPRESS BUILDINGS LLC and its agents are NOT responsible for permits, setbacks, restrictions, or covenants. PLEASE contact your local codes department or Homeowners Association. It is up to the customer to decide whether ground conditions are suitable for delivery. XPRESS BUILDINGS LLC is NOT responsible for yard or driveway damage. Free delivery and setup includes ONE TRIP, additional trips may incur CHARGES to the customer. Does not include ground anchors. First 50 miles Free Delivery From Lot Thereafter \$3.00 Per Mile.

Monthly Payment

\$775.56

Before Taxes

DYER County Sales

\$21.33

Tax(2.75%)

TN State Sales Tax(7%)

\$54.29

Total Monthly Sales Tax

\$75.62

Liability Waiver Program

\$46.53

Total Monthly Payment

\$897.71

Delivery

FREE

**Amount PAID**

**\$897.71**

on 04/24/2025 via Cash

I, the customer, have read the disclosure, Terms And Conditions Of Sale, and fully accept the terms provided therein. All payments are non refundable.

Sign

04/16/2025

Date

delivery. Attempt, including without limitation damage to damages to person or property, loss of use, loss of time, inconvenience, equipment rental, loss of earnings or profits or any commercial loss relating to yards or driveways. Limitation of liability, Seller will not be liable for punitive, incidental or consequential Purchaser's order. The remedies of Purchaser as set forth herein are exclusive. The liability of Seller with respect to the sale and delivery of any portable building(s) under this order, whether in contract, in tort, under any warranty or otherwise, will not exceed the difference between the price of the portable building(s) as specified on the first page of this order and the value of the portable building(s) as delivered by seller. Additionally, Seller will not be liable for any loss or damage of any kind arising from delay or inability to delivery beyond Seller's reasonable control, or from improper maintenance, alteration or misuse of the portable building(s)

Cancellation. Partial Refund/Restocking Fee. Orders for standard portable building(s) may be canceled by purchaser at any time before delivery. If Purchaser cancels such an order, Seller has the option to charge the Purchaser a restocking fee equal to 25% of the purchase price shown on the first page of this order. (The "Restocking Fees"). Such restocking fee will (I) be retained by seller if purchaser has paid all of the purchase price for a portion of the purchase price equaling or exceeding 25% of the purchase price at the time of cancellation, provided that Seller will refund to Purchaser all amounts in excess of the Restocking Fee, or (II) be immediately due and payable by purchaser to seller at the time of cancellation if Purchaser has paid none of the purchase price or a portion of the purchase price equaling less than 25% of the purchase price, provided that Seller may apply against such Restocking fee any amounts Then-paid by Purchaser Orders for custom build or custom painted portable building(s) may not be canceled except with prior written consent of the seller, which consent may withhold for any reason or no reason. All payments made are non refundable including but not limited to deposits, rental payments, down payments, delivery fees, surcharges, or any other payments made.

Consent to Jurisdiction. If Purchaser is a governmental entity or Indian Nation, PURCHASER HEREBY EXPRESSLY WAIVES ITS DEFENSE OF SOVEREIGN OR OTHER IMMUNITY IN THE EVENT OF A DISPUTE BETWEEN PURCHASER AND SELLER REGARDING THIS ORDER. Regardless of whether Purchaser is a governmental entity or Indian Nation, PURCHASER EXPRESSLY ACQUIESCES TO THE JURISDICTION AND VENUE OF THE UNITED STATES FEDERAL AND STATE COURTS.

Warranties And Disclaimer of Warranties (NOT INCLUDING REPOS AND OR DISCOUNTED BUILDING(S)) Seller warrants to original user of the portable building(s), provided the building(s) remains at original delivered location that the portable building(s) sold hereunder will be warranted against the rot, and/or decay of treated materials for the life of the building(s), against termite infestation of all treated materials for 20 years, and defects in material or craftsmanship within 3 years of the original delivery date not including damage caused by external sources such as wind damage to shingles. Seller's sole obligation and purchaser's sole remedy under this Warranty is replacement of the portable building(s), or at Seller's option, the defective portion thereof that Seller finds is defective in material or craftsmanship within the warranty time period. Any replacement performed under this Warranty will be performed by Seller or Seller's agent. The above warranty will be null and void in the event that the portable building(s) are altered by purchaser, or have been, in Seller's sole judgment, subject to negligence, improper maintenance or misuse or moved from original delivered location. Seller's liability is further limited as provided by the Limitation of Liability section of these terms and conditions.

**(SELLER DISCLAIMS ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE).**

Miscellaneous. This order and these terms and conditions will be construed under state law without regard to the choice of law principles thereof. No waiver of any breach of any provision of this contract will constitute a waiver of any other breach of such provision. If one or more of these Terms and Condition is for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other term or condition and such invalid, illegal, or unenforceable provisions will be modified to the minimum extent necessary to render such provisions valid, legal and enforceable.

## Customer Data Sheet



### LESSEE/RENTAL CUSTOMER: Thomas PUGH



(901) 727-9692  
Primary Phone

(731) 589-5551  
Secondary Phone



DUCKSHOT3@YAHOO.COM  
Email



706 TEMPELTON LOOP , NEWBERN, TN  
38059  
DYER County  
Billing Address

706 TEMPELTON LOOP , NEWBERN, TN  
38059  
DYER County  
Delivery Address



68834180  
TN Driver's License Number



11/14/1970  
Birth Date



\*\*\*-\*\*-7555  
Social Security Number



INGRAM BARGE LINE  
Employer

(731) 478-4893  
Employer's Phone



### REFERENCE 1: ROY PUGH



(731) 931-3448  
Phone



FAMILY  
Relationship



TN  
State



### REFERENCE 2: GINNY MALLARD



(731) 589-5551  
Phone



FAMILY  
Relationship



TN  
State

## 2. Initial Payment Breakdown

One Rental Payment:	\$775.56
Optional LDW Payment:	\$46.53
Tax:	\$75.62
Total:	\$897.71

## 3. Lease Purchase Ownership

If you make **60** monthly Lease Payments, for a Total Cost of **\$53,862.60** including tax, and comply with the Agreement, you will acquire ownership of the Property. You will not own the Property until you have paid the Total Cost or exercised your Early Purchase Option, below.

## 4. Delivery Standards

Customers are responsible for hanging debris and/or limbs being trimmed or removed for delivery purposes, so they do not damage the structure. It is the customers sole responsibility to provide cement blocks for leveling purposes prior to and upon delivery. The 1 year warranty will be void if these standards are not met.

## 5. Early Purchase Option

If you are current, you can buy the Property at any time for the early payoff amount, after you have made a total of 5 months payments.

## 6. Other Charges

All of these charges are reasonably related to the services performed.

The total cost does not include other charges:

In-house Collection	Loss Damage Waiver (LDW)	Late Fee	Redelivery Fee
\$150.00	\$46.53 / month	\$10.00	\$500.00
If we send someone to your residence to collect payment, you must pay this fee.	See Item below.	If your payment is not paid within 7 days of the renewal date, you must pay this fee.	If we pick up the Property and later deliver it to you, you must pay this fee.

### NSF Fee \$30.00

If your check is returned unpaid for any reason, you must pay this fee.

**13. Alterations**

You cannot allow the Property to be altered in any way, including the construction of shelves, the addition of equipment or accessories to the Property or placing any signs on it. You cannot allow electric or plumbing connections to the Property. You cannot allow the Property to be affixed to real estate in a way that it cannot be removed without damage, and you must not place any obstructions that would keep us or our agents from removing the Property if you do not renew this Agreement. You agree that you will not hold us or our agents responsible for any damages or losses if we have to remove any obstructions to recover our Property.

**14. Contents**

We will not be liable to you or to anyone else for any loss or damage to any contents located on or in the Property while you are in possession of the Property. Upon termination of this Agreement for any reason, you agree to remove all contents from the Property before returning it to us. We are not responsible to you or anyone else for any loss, damage, or destruction of any contents in the Property resulting from our repossession or retrieval of the Property, including after we have the Property in our possession. If the Property is not empty when we retrieve it, we will hold the contents at your sole risk for 5 days for you to claim them. After that we can deem any contents still left in the Property as abandoned by you, and will keep them or dispose of them at our sole discretion. We will not owe you anything for the contents.

**15. Use of the Property**

You cannot allow the Property to be used for any unlawful purpose. You cannot allow any person or any animal to live in the Property.

**16. Our Rights to Take Possession**

If you do not renew this Agreement, we have the right to take possession of the Property. If you do not allow us to do so, you must pay our costs incurred in taking possession of the Property including reasonable attorney's fees and court costs if we incur them.

**17. Forbidden Acts**

You cannot sell, mortgage, pawn, pledge, encumber, hock, dispose of or structurally change the Property or move it from your current residence, without our consent. If you do so, it is a breach of this Agreement, and we will have the right to immediate possession of the Property.

**18. Warranty**

If you acquire ownership of the Property, we will transfer any manufacturer's warranty still in effect if it is transferable.

**19. Contact with You**

You agree that we or our agents can contact you regarding your account with us via telephone, including cell phones, or text message at any number you have given us or that you give us in the future, even if you are charged for the call. You also agree that we can contact you using automatic dialing or with prerecorded messaging. You acknowledge that the number(s) you have given us are for phone(s) that belong to you. You can cancel this consent to get automatic dialing or prerecorded messaging calls by notifying us of your desire to do so.

**Waiver of Rights.** You are waiving your right to a jury trial, to have a court decide your Dispute, to participate in a class action lawsuit, and to certain discovery and other procedures that are available in a lawsuit. You and we agree that the arbitrator has no authority to conduct class-wide arbitration proceedings and is only authorized to resolve the individual Disputes between you and us. The validity, effect, and enforceability of this waiver of class action lawsuit and class-wide arbitration, if challenged, are to be determined solely by a court of competent jurisdiction and not by the AAA, JAMS, or an arbitrator. If such court refuses to enforce the waiver of class-wide arbitration, the Dispute will proceed in court and be decided by a judge, sitting without a jury, according to applicable court rules and procedures, and not as a class action lawsuit. The arbitrator has the ability to award all remedies available by statute, at law, or in equity to the prevailing party.

**Applicable Law and Review of Arbitrator's Award.** The arbitrator shall apply applicable federal and the substantive law of the state where you live and the terms of this Agreement. The arbitrator must apply the terms of this arbitration agreement, including without limitation the waiver of class-wide arbitration. The arbitrator shall make written findings and the arbitrator's award may be filed with any court having jurisdiction. The arbitration award shall be supported by substantial evidence and must be consistent with this Agreement and with applicable law, and if it is not, it may be set aside by a court. The parties shall have, in addition to the grounds referred to in the Federal Arbitration Act for vacating, modifying, or correcting an award, the right to judicial review of (a) whether the findings of fact rendered by the arbitrator are supported by substantial evidence and (b) whether the conclusions of law are erroneous under the substantive law of the state where you live and applicable federal law. Judgment confirming an award in such a proceeding may be entered only if a court determines that the award is supported by substantial evidence and is not based on legal error under the substantive law of the state where you live and applicable federal law.

**Survival.** This arbitration provision shall survive: (1) cancellation, payment, charge-off, or assignment of this Agreement; (2) the bankruptcy of any party; and (3) any transfer, sale, or assignment of this Agreement, or any amounts owed under this Agreement, to any other person or entity.

**Right to Opt-Out.** If you do not wish to agree to arbitrate all Disputes in accordance with the terms and conditions of this section, you must advise us in writing at our address, above, by either hand delivery or a letter postmarked no later than thirty (30) days following the date you enter into this Agreement. You may opt-out without affecting your application or status as a lessee at our address above.

**21. Notice to Lessee**

Do not sign this Lease Agreement before you read it or if it contains any blank spaces. You are entitled to an exact copy of the Lease Purchase Agreement you sign. Keep it to protect your legal rights.

**22. Bankruptcy Notifications.**

Should Consumer file bankruptcy at any time during the life of the Lease Agreement, Consumer's attorney must be advised that this Lease to Own Agreement meets the requirements of the Tennessee Lease to Own Laws. Therefore, Consumer will be required to either assume or reject the Lease to Own Agreement on schedule G as an "unexpired lease/executory contract". If Lease to Own Agreement has been terminated, Consumer will be required to cure the default immediately in order to assume the Lease to Own Agreement & resume full, monthly lease payments paid directly to the Lessor. The Leased Property is NOT to be considered a personal asset, personal property, secured asset of the Consumer. Consumer does NOT have any ownership rights in the Lessor's personal leased Property. Any listing of such otherwise could compel Lessor to file for lift of stand nd/or objection to the plan, in order to recover our personal Leased Property.

**Consumer's Initials** \_\_\_\_\_



## Land Owner's Permission



**LESSOR:**  
**Xpress RTO**



(229) 569-1252  
Primary



Email



1971 US Highway 60 E, Salem, KY 42078  
Address

I, Thomas PUGH, the landlord, owner, or property manager of premises below, give Xpress RTO and any of its employees ("Building Lessor") express permission:

(1) to place a 14x32 Utility (Serial: UT-1432-041625-000040) at 706 TEMPELTON LOOP , NEWBERN, TN 38059, for Thomas PUGH, order number: 8B-00084

(2) to at any time deemed necessary by Building Lessor or any of its employees, come onto the premise at 706 TEMPELTON LOOP , NEWBERN, TN 38059 for maintenance, repair, or to pick up/repossess the building in case of non-payment. In case of late payment, cancellation of Rental Purchase Agreement, or breach of contract by Tenant, I, the landlord, owner, or property manager give Building Lessor, and its employees and agents, express permission to remove any fence, tree, or any other object that may encumber retrieval of the storage building. I also understand that by signing this agreement, I release Building Lessor, and its employees and agents, from any responsibility for any damage to the premises or restoration of fences, etc. caused by the retrieval of the storage building.



**LESSEE/RENTAL CUSTOMER:**  
**Thomas PUGH**



(901) 727-9692  
Primary



DUCKSHOT3@YAHOO.COM  
Email



706 TEMPELTON LOOP , NEWBERN,  
TN 38059  
Address



**LAND OWNER:**  
**Thomas PUGH**



(901) 727-9692  
Primary



DUCKSHOT3@YAHOO.COM  
Email



706 TEMPELTON LOOP , NEWBERN,  
TN 38059  
Address

Signature:

Date: 04-16-2025

Signature:

Date: 04-16-2025

Certificate of Delivery



Customer: Thomas PUGH  
Physical Address: 706 TEMPELTON LOOP  
City, State, Zip: NEWBERN, TN, 38059  
Dealer Name: Factory Direct Sheds LLC  
Delivery Notes:

Driver: Adam Perry  
Date Delivered: 08/11/2025 at 2:48:38 PM CDT  
Serial Number: UT-1432-041625-000040  
Property Description: Utility 14 x 32  
Coordinates: lat: 36.15141, lon: -89.22903

My signature below confirms that I have inspected and accepted delivery of the property with complete satisfaction. I understand that I may be contacted to complete a short survey about my account and property.

**Driver**

Did you give the customer a review card and ask them to leave us a 5 STAR review?

Yes

**Satisfied**

Are you satisfied with the delivery and the quality of the building you received?

Yes

**Damages**

Does the building need any repairs, touch up paint, etc?

Yes

**Level**

Is the building level from side to side and back to back?

Yes

**Windows**

Does the windows open, close, and latch as it should?

Yes

**Doors**

Does the door open, close, and latch as it should?

Yes



Map data ©2025

Customer Signature:

Date: 08/11/2025 at 2:51:07 PM CDT