

June 5, 2015

Due to a scanning error, the following information contains missing pages previously submitted in "LRF_2015-06-17 Board Packet" doc.

These pages are specifically related to the SEQDEC001 application.

Pages that were missing from the original doc will be marked with * at the bottom right corner.

EXHIBIT A - 2 pages

EXIHBIT E - 1 pages

EXHIBIT G - 2 pages

Exhibit A

Written Contract





REAL ESTATE PURCHASE CONTRACT FOR RESIDENTIAL CONSTRUCTION



This is a legally binding contract. Utah law requires real estate licensees to use this form. Buyer and Seller, however, may agree to alter or delete its provisions or to use a different form. If you desire legal or tax advice, consult your attorney or tax advisor.

EARNEST MONEY RECEIPT

Buyer David & Nancy Decker offers to purchase the Property described below and hereby delivers to the Brokerage, as Earnest Money, the amount of \$1000.00 in the form of Check which, upon Acceptance of this offer by all parties (as defined in Section 23), shall be deposited in accordance with state law.

Received by: _____ on _____ (Date)

Brokerage: Keller Williams Westfield Real Estate Phone Number: 801-850-5700

OFFER TO PURCHASE

1. PROPERTY:

1.1 Location. The Earnest Money Deposit is given to secure and apply on the purchase of a new Residence (the "Residence") described below to be constructed by Seller on a parcel of real property (the "Lot") located at: 2255 N Rock Canyon Cir, Provo, Utah County, UT 84604, in the City of Provo County of Utah, State of Utah, more particularly described as Lot No. _____, in the _____ Subdivision, or alternatively as follows: Tax ID 53:372:0003 The Purchase Price for the Residence **INCLUDES** **DOES NOT INCLUDE**, the Lot.

1.2 Home Design. Seller shall construct the Residence and related improvements in accordance with the Plans & Specifications checked below and approved by Buyer as provided in Section 8. (check applicable box):

- _____ House Plan
- FHAVA Approved Plan No. _____
- Plans and Declaration of Condominium (check one) AS RECORDED AS PROPOSED for Unit Number _____ of the _____ Condominiums
- a Custom Home (specify) As per Exhibit C
- Other _____

1.3 Improvements. Seller represents that the Residence will be connected to the utility service lines and serviced by the additional improvements identified below. (Check applicable boxes):

(a) Utility Services

well public water private water natural gas electricity telephone public sewer septic tank

other (specify) As is

(b) Additional Improvements

dedicated paved road private paved road other road (specify) _____

curb & gutter rolled curb sidewalk irrigation water/secondary system - # of shares _____

Name of water company _____

other (specify) As is

1.4 Permit Fees. Seller agrees to pay for building permit fees, impact fees and all connection fees except the following:

1.5 Survey. (Check applicable boxes): A survey WILL WILL NOT be prepared by a licensed surveyor. The Survey Work will be: Property corners staked Boundary Survey Boundary & Improvements survey Other (specify) _____

Responsibility for payment: Buyer Seller Buyer and Seller share equally. Buyer's obligation to purchase under this Contract IS IS NOT conditioned upon Buyer's approval of the Survey Work. If yes, the terms of the attached Survey Addendum apply.

Buyer's Initials FD Date 10/9/13 Seller's Initials [Signature] Date 10/9/13

2. PURCHASE PRICE The Purchase Price for the Residence is \$537,605.89

2.1 Method of Payment. The Purchase Price will be paid as follows:

\$1,000.00 (a) Earnest Money Deposit. Under certain conditions described in this Contract, THIS DEPOSIT MAY BECOME TOTALLY NON-REFUNDABLE.

\$90% of purchase price (b) Permanent Loan. Buyer agrees to apply for a "Permanent Loan" as provided in Section 2.3 below. Buyer will apply for one or more of the following loans: [] FHA [] VA [X] CONVENTIONAL [] OTHER (specify) _____

Buyer agrees to accept the Permanent Loan at the interest rate offered by Buyer's lender as of the date of Settlement. Buyer acknowledges that the loan interest rate at Settlement may exceed the rate quoted by the lender as of Loan Application.

\$ _____ (c) Other (specify) _____

\$ _____ (d) Balance of Purchase Price in Cash at Settlement.

\$537,605.89 PURCHASE PRICE. Total of lines (a) through (d)

The Purchase Price may be increased if additional costs are incurred for extras as provided in Section 12. Buyer agrees to pay for the cost of all such extras as provided in Section 12.

2.2 Financing Condition. (check applicable box)

(a) [X] a "Construction Loan" shall be obtained by [] Seller [X] Buyer in the amount of \$As required by lending institution. Upon funding of the Construction Loan, progress payments shall be made in accordance with the requirements of the construction lender.

(b) [] the Permanent Loan shall be obtained by Buyer. Buyer's obligation to purchase the Property IS CONDITIONED upon Buyer qualifying for the Permanent Loan and, if applicable, the Construction Loan. Those loans are collectively referred to as the "Applicable Loans." This condition is referred to as the "Financing Condition."

(c) [] Buyer's obligation to purchase the Property IS NOT CONDITIONED upon Buyer qualifying for the Applicable Loans. Section 2.3 does not apply.

2.3 Application for Loan.

(a) Loan Application. No later than the Application Deadline referenced in Section 24(a), Buyer shall apply for the Applicable Loans at Central Bank. Loan Application occurs only when Buyer has: (i) completed, signed, and delivered to the lender (the Lender) the initial loan application and documentation required by the Lender; and (ii) paid all loan application fees as required by the Lender. Buyer agrees to diligently work to obtain the Applicable Loans. Buyer will promptly provide the Lender with any additional documentation as required by the Lender.

(b) Pre-Qualification Letter. No later than the Pre-Qualification Deadline referenced in Section 24(b), Buyer agrees to provide to Seller a "Pre-Qualification Letter" from the Lender for the Applicable Loans. Buyer agrees to diligently work to obtain the Pre-Qualification Letter. The Pre-Qualification Letter shall state that: (i) the Buyer's credit report and income to debt ratios are satisfactory to the Lender; and (ii) subject only to verification of the information contained in the Loan Application, the Lender will grant the Applicable Loans.

(c) Right to Cancel. If the Lender fails to provide Buyer with a Pre-Qualification Letter, or if the Pre-Qualification Letter contains conditions other than those specified in Section 2.3(b), Buyer or Seller may cancel this Contract by providing written notice to the other party no later than three calendar days after the Pre-Qualification Deadline; whereupon the Earnest Money Deposit shall be released to Buyer. If this Contract is not canceled as provided in this Section 2.3(c), Buyer and Seller shall be deemed to have waived any objections regarding the lack of, or any conditions contained in the Pre-Qualification Letter.

(d) Funding of Construction Loan. If Buyer is obtaining a Construction Loan and the proceeds of that loan are not available for disbursement by the Construction Loan Funding Deadline referenced in Section 24(c), Buyer or Seller may cancel this Contract by providing written notice to the other party no later than three calendar days after the Construction Loan Funding Deadline; whereupon the Earnest Money Deposit shall be released to Buyer.

2.4 Non-Refundable Deposit.

(a) Pre-Qualification. If this Contract is not canceled as provided in Sections 1.5, 2.3(c) or (d), or Section 8, then 100 % of the Earnest Money Deposit shall be totally non-refundable to Buyer unless Seller fails to complete the Residence as provided under Sections 11 and 12.

(b) Subsequent Disqualification. If prior to Settlement, Buyer receives written notice from the Lender that the Lender does not approve the Permanent Loan (a "Loan Denial"), Buyer shall, no later than three calendar days thereafter, provide a copy to Seller. Buyer or Seller may, within three calendar days after Seller's receipt of such notice, cancel this Contract by providing written notice to the other party; whereupon the non-refundable portion of the Earnest Money Deposit shall be released to Seller and the refundable portion to Buyer.

3. SETTLEMENT AND CLOSING. Seller shall provide Buyer written notice of Substantial Completion of the Residence. Settlement shall take place on the Settlement Deadline referenced in Section 24(g), or on a date upon which Buyer and Seller

Buyer's Initials LOT Date 10/9/13 Seller's Initials SEANITA Date 10/9/13
N.D.

agree in writing. "Settlement" shall occur only when all of the following have been completed: (a) Buyer and Seller have signed and delivered to each other (or to the escrow/closing office), all documents required by this Contract, by the Lender, by written escrow instructions and by applicable law; (b) any monies required to be paid by Buyer under these documents (except for the proceeds of any new loan) have been delivered by Buyer to Seller or to the escrow/closing office, as appropriate, in the form of collected or cleared funds; and (c) any moneys required to be paid by Seller under these documents have been delivered by Seller to Buyer or to the escrow/closing office, as appropriate, in the form of collected or cleared funds. Seller and Buyer shall each pay one-half (1/2) of the fee charged by the escrow/closing office for its services in the settlement/closing process. Taxes and assessments for the current year, and interest on assumed obligations shall be prorated at Settlement as set forth in this Section. Prorations set forth in this Section shall be made as of the Settlement Deadline date referenced in Section 24(g), unless otherwise agreed to in writing by the parties. Such writing could include the settlement statement. The transaction will be considered closed when Settlement has been completed, and when all of the following have been completed: (a) the proceeds of any new loan have been delivered by the Lender to Seller (or to the escrow/closing office); and (b) the applicable Closing documents have been recorded in the office of the county recorder. The actions described in parts (a) and (b) of the preceding sentence shall be completed within four calendar days after Settlement.

3.1 Walk-Through Inspection/Completion Escrow. Not less than 7 DAYS _____ DAYS prior to Settlement, Buyer may conduct a "walk-through" inspection of the Residence. If, as of Settlement, minor work remains to be completed, corrected or replaced on the Residence, then Buyer, pending completion of such work, may withhold in escrow at Settlement, a reasonable amount agreed to by Seller and Buyer (or such other amount as is required by the Lender) sufficient to pay for completion of such work. If such work is not completed within 30 DAYS _____ DAYS after Settlement, the amount so escrowed may, at Buyer's option, be released to Buyer as liquidated and agreed damages for failure to complete. The failure of Buyer to conduct a walk-through inspection prior to Settlement shall not constitute a waiver by Buyer of the right to receive on the date of possession, the Residence as required under Section 12.

4. POSSESSION. Seller shall deliver physical possession to Buyer within: _____ hours _____ days after closing;
 Other (specify) Recording

5. CONFIRMATION OF AGENCY DISCLOSURE. At the signing of this Contract:
 Seller's Initials Buyer's Initials

The Listing Agent, Josh Winn represents Seller Buyer both Buyer and Seller as a Limited Agent;
The Selling Agent, _____ represents Seller Buyer both Buyer and Seller as a Limited Agent;
The Listing Broker, Keller Williams Westfield Real Estate represents Seller Buyer both Buyer and Seller as a Limited Agent;
The Selling Broker, _____ represents Seller Buyer both Buyer and Seller as a Limited Agent;

6. TITLE INSURANCE. Unless Buyer owns the Lot on the date of Acceptance Seller agrees to pay at Settlement for a standard-coverage owner's policy of title insurance insuring Buyer in the amount of the Purchase Price. Buyer acknowledges that additional title insurance coverage against mechanic's liens may be available, at Buyer's expense, through an extended coverage or plain language title policy. Buyer is advised to consult with a title insurance company during Buyer's Evaluations & Inspections regarding the availability and cost of such coverage.

7. SELLER DISCLOSURES. No later than the Seller Disclosure Deadline referenced in Section 24(d), Seller shall provide to Buyer the following documents which are collectively referred to as the "Seller Disclosures":
(a) a Seller property condition disclosure for the Property, signed and dated by Seller;
(b) a commitment for the policy of title insurance (if the Buyer does not own the Lot);
(c) a copy of the recorded CC&R's and Plat for the Development, if any;
(d) written notice of any claims and/or conditions known to Seller relating to environmental problems or other problems;
(e) Plans & Specifications for the Residence, or reduction copies thereof (with each page initialed by Seller);
(f) Name of contractor and contractor's license number;
(g) Builder's Warranty (if different from Section 10.2); and
(h) Other (specify) n/a - no Seller's Disclosures will be issued

8. BUYER'S RIGHT TO CANCEL BASED ON EVALUATIONS AND INSPECTIONS. Buyer's obligation to purchase under this Contract (check applicable boxes):

(a) IS IS NOT conditioned upon Buyer's approval of the content of each of the Seller Disclosures referenced in Section 7;
(b) IS IS NOT conditioned upon Buyer's approval of the following tests and evaluations of the Lot: (specify)

Buyer's Initials [Signature] Date 10/9/13 Seller's Initials [Signature] Date 10/9/13

If any of the above items are checked in the affirmative, then Sections 8.1, 8.2 and 8.3 apply; otherwise, they do not apply. The items checked in the affirmative above are collectively referred to as the "Evaluations & Inspections." Unless otherwise provided in this Contract, the Evaluations & Inspections shall be paid for by Buyer and shall be conducted by individuals or entities of Buyer's choice. Seller agrees to cooperate with the Evaluations & Inspections.

8.1 Evaluations & Inspections Deadline. No later than the Evaluations & Inspections Deadline referenced in Section 24(e) Buyer must: (a) provide Seller with written notice of Buyer's approval of the Evaluations & Inspections (including initialing each page of the Plans & Specifications provided by Seller under Section 7); or (b) provide Seller with written objections regarding the Evaluations & Inspections.

8.2 Obligation to Approve or Object. If, by the Evaluations & Inspections Deadline, Buyer fails to provide Seller with written notice of approval, or with written objections as required in Section 8.1, this Contract shall automatically be deemed canceled; whereupon the Earnest Money Deposit shall be released to Buyer upon receipt of written request from Buyer.

8.3 Response to Objections. If Buyer provides written objections to Seller, Buyer and Seller shall have **7 DAYS** _____ **DAYS** after Seller's receipt of Buyer's objections (the "Response Period") in which to agree in writing upon the manner of resolving Buyer's objections. Such writing must include Buyer's and Seller's initials on each page of the Plans & Specifications as submitted by Seller under Section 7, and as modified by Buyer and Seller under this Section 8.3. Seller may, but shall not be required to, resolve Buyer's objections. If Buyer and Seller have not agreed in writing upon the manner of resolving Buyer's objections as provided in this Section 8.3 this Contract shall automatically be deemed canceled; whereupon the Earnest Money Deposit shall be released to Buyer.

9. ADDITIONAL TERMS. There **ARE** **ARE NOT** addenda to this Contract containing additional terms. If there are, the terms of the following addenda are incorporated into this Contract by this reference: **Addendum No. 1** _____
 Survey Addendum **Seller Financing Addendum** **FHA/VA Loan Addendum** **Other (specify):** _____

10. SELLER WARRANTIES AND REPRESENTATIONS.

10.1 Condition of Title. Unless the Buyer owns the Lot on the date of Acceptance, Seller represents that Seller has fee title to the Property and will convey good and marketable title to Buyer at Closing by general warranty deed. The Residence will be delivered to Buyer at Closing, free and clear of mechanic's liens and claims for mechanic's liens. Buyer agrees however, to accept title to the Property subject to: easements; deed restrictions; CC&R's (meaning covenants, conditions and restrictions), and rights of way; and subject to the contents of the Commitment for Title Insurance as agreed to by Buyer under Section 8. Buyer agrees to be responsible for taxes, assessments, homeowner's association dues, utilities, and other services provided to the Property after Closing. If Seller owns the Lot, Seller will pay off by Closing, all mortgages, trust deeds, judgments, mechanic's liens, tax liens and warrants. Seller agrees to pay current at Settlement all assessments and homeowners association dues.

10.2 Condition of Property. Unless Seller is providing an alternate Builder's Warranty under Section 7(g) (in which case this Section 10.2 shall not apply) Seller **DOES** **DOES NOT** warrant the heating, cooling, electrical, plumbing and sprinkler systems (including all gas and electric appliances), fixtures, and structural elements of the Residence (including the roof, walls, and foundation) against defects in material and workmanship for a period of one year after the Settlement Deadline. Seller further warrants that as of the date Seller delivers possession of the Residence to Buyer, any private well or septic tank serving the Residence shall have applicable permits and shall be in working order and fit for its intended purpose.

11. SUBSTANTIAL COMPLETION. The Residence shall be considered "Substantially Complete" when occupancy of the Residence is allowable under the rules, ordinances and laws of the appropriate civil jurisdiction in which the Residence is located. In the absence of such governmental regulations, Substantial Completion shall be when the Residence is ready for occupancy and only minor work remains to be completed, corrected or replaced. Subject to the exceptions referenced in Section 12, the Substantial Completion Deadline shall be as referenced in Section 24(f). Seller shall provide Buyer written notice of Substantial Completion of the Residence.

11.1 CONSTRUCTION ACCESS. Buyer agrees that during the period of construction Seller shall have the unrestricted right to access the Lot for the purpose of construction of the Residence and any necessary subdivision improvements. Buyer shall have the right to reasonable inspection of the Residence. However, Seller reserves the right to limit Buyer's inspection of the Residence in order to not hinder, interfere, or delay the work. Buyer assumes all risks and liability associated with all such inspections.

12. PLANS AND SPECIFICATIONS. The Plans & Specifications contain descriptions of the type of materials to be used in finishing the Residence, a dollar allowance for specific items (including landscaping, if applicable), and copies of the floor plans and elevations for the Residence. Buyer's selection of color, grade and type of finishing materials (including appliances, floor coverings, fixtures, cabinets, etc.) may differ from the Plans & Specifications, and may change the Substantial Completion Deadline and the Purchase Price. No change shall be made to the Plans & Specifications except by a written Change Order signed in advance by Buyer and Seller which sets forth: (a) the change to be made; (b) any adjustment in the Purchase Price; and (c) any change in the Substantial Completion Deadline. All changes shall be paid for at the time of signing the Change Order.

Buyer's Initials ND Date 10/11/13 Seller's Initials Seguora Date 10/9/13

Order or as mutually agreed in writing by the parties. Seller agrees to construct the Residence in substantial compliance with the Plans & Specifications. Buyer acknowledges that the Residence, upon Substantial Completion, may vary from exact dimensions shown on the Plans & Specifications. To the extent that a choice of color, grade, or type of material is required, Buyer shall notify Seller in writing of such selections no later than 10 DAYS _____ DAYS after receipt of Seller's written request for such selections. If Buyer has not notified Seller in writing of such selections as set forth above, Seller shall have the right to make said selections, at Seller's sole discretion, reasonably exercised, to avoid delay in Substantial Completion of the Residence.

12.1. CONSTRUCTION COMPLIANCE. Construction of the Residence shall be in accordance with the standards and requirements of all applicable Federal, State, and Local governmental laws, ordinances and regulations, and in compliance with restrictive covenants applicable to the Lot. If any regulatory requirements for construction of the Residence change during the course of construction and result in an increase in the costs of labor and/or materials, the Seller reserves the right to adjust the Purchase Price for the Residence to correspond with such regulatory changes. In such event, the Seller shall provide the Buyer with a specific description of the regulatory change(s) and an itemization of the costs incurred to comply with the change(s).

12.2. UNAVOIDABLE DELAY. In the event the Residence is not Substantially Complete by the date provided in Section 24(f) of this Contract due to interruption of transport, availability of materials, strikes, fire, flood, weather, governmental regulations, acts of God, or similar occurrences beyond the control of the Seller, the Substantial Completion Deadline shall be extended, by written agreement, for a reasonable period based on the nature of the delay. Seller agrees to provide Buyer written notice of the nature of the delay no later than 15 DAYS _____ DAYS after commencement of the delay.

12.3. INSURANCE. During the period of construction and until Closing, the Seller shall maintain in full force and effect, at the Seller's expense, an all-risk insurance policy for the full replacement value of all completed portions of improvements included in the Residence; and all construction materials located on-site; complete coverage workmen's compensation insurance to insure against all claims of persons employed to complete the Residence; and, unless otherwise provided herein, public liability insurance in an amount not less than \$500,000 \$As required by lending institution.

12.4 PROTECTION AGAINST LIENS AND CIVIL ACTION. Notice is hereby provided in accordance with Section 38-11-108 of the Utah Code that under Utah law, Buyer may be protected against liens being maintained against an "owner-occupied residence" and from other civil action being maintained to recover monies owed for "qualified services" performed or provided by suppliers and subcontractors as a part of this Contract, if and only if the conditions required by law are satisfied, including the following: (a) Buyer must enter into a written contract with either an "original contractor" who is properly licensed or exempt from licensure, or with a "real estate developer", and (b) Buyer must pay Seller in full in accordance with this Contract and any written amendments to this Contract. Buyer must be the owner of an owner-occupied residence that is a detached single-family unit or duplex.

13. AUTHORITY OF SIGNERS. If Buyer or Seller is a corporation, partnership, trust, estate, limited liability company, or other entity, the person executing this Contract on its behalf warrants his or her authority to do so and to bind Buyer and Seller.

14. COMPLETE CONTRACT. This contract together with its addenda, any attached exhibits, and seller disclosures, constitutes the entire Contract between the parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or contracts between the parties. This Contract cannot be changed except by written agreement of the parties.

15. DISPUTE RESOLUTION. The parties agree that any dispute, arising prior to or after Closing, related to this Contract SHALL MAY (upon mutual agreement of the parties) first be submitted to mediation. If the parties agree to mediation, the dispute shall be submitted to mediation through a mediation provider mutually agreed upon by the parties. Each party agrees to bear its own costs of mediation. If mediation fails, the other procedures and remedies available under this Contract shall apply. Nothing in this Section 15 shall prohibit any party from seeking emergency equitable relief pending mediation.

16. DEFAULT. If Buyer defaults, Seller may elect either to retain the Earnest Money Deposit as liquidated damages, or to return it and sue Buyer to specifically enforce this Contract or pursue other remedies available at law. If Seller defaults, in addition to return of the Earnest Money Deposit, Buyer may elect either to accept from Seller a sum equal to the Earnest Money Deposit as liquidated damages, or may sue Seller to specifically enforce this Contract or pursue other remedies available at law. If Buyer elects to accept liquidated damages, Seller agrees to pay the liquidated damages to Buyer upon demand. It is agreed that denial of a Loan Application made by the Buyer is not a default and is governed by Section 2.4(b).

17. ATTORNEY FEES AND COSTS. In the event of litigation or binding arbitration to enforce this Contract, the prevailing party shall be entitled to costs and reasonable attorney fees. However, attorney fees shall not be awarded for participation in mediation under Section 15.

18. NOTICES. Except as provided in Section 23, all notices required under this Contract must be: (a) in writing; (b) signed by the party giving notice; and (c) received by the other party's agent no later than the applicable date referenced in this Contract.

19. ABROGATION. Except for the provisions of Sections 10.1, 10.2, 12, 12.1, 15 and 17 and express warranties made in this Contract, the provisions of this Contract shall not apply after Closing.

Buyer's Initials TD Date 10/9/13 Seller's Initials Squarist Date 10/9/13

20. **RISK OF LOSS.** All risk of loss to the property, including physical damage or destruction to the Property or its improvements due to any cause except ordinary wear and tear and loss caused by a taking in eminent domain, shall be borne by Seller until the transaction is closed.

21. **TIME IS OF THE ESSENCE.** Time is of the essence regarding the dates set forth in this Contract. Extensions must be agreed to in writing by all parties. Unless otherwise explicitly stated in this Contract: (a) performance under each Section of this Contract which references a date shall absolutely be required by 5:00 PM Mountain Time on the stated date; and (b) the term "days" shall mean calendar days and shall be counted beginning on the day following the event which triggers the timing requirement (i.e., Acceptance, receipt of the Seller Disclosures, etc.). Performance dates and times referenced herein shall not be binding upon title companies, lenders, appraisers and others not parties to this Contract, except as otherwise agreed to in writing by such non-party.

22. **FAX TRANSMISSION AND COUNTERPARTS.** Facsimile (fax) transmission of a signed copy of this Contract, any addenda and counteroffers, and the retransmission of any signed fax shall be the same as delivery of an original. This Contract and any addenda and counteroffers may be executed in counterparts.

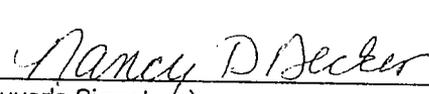
23. **ACCEPTANCE.** "Acceptance" occurs when Seller or Buyer, responding to an offer or counteroffer of the other: (a) signs the offer or counteroffer where noted to indicate acceptance; and (b) communicates to the other party or to the other party's agent that the offer or counteroffer has been signed as required.

24. **CONTRACT DEADLINES.** Buyer and Seller agree that the following deadlines shall apply to this Contract:

- (a) Application Deadline 3 days from acceptance (Date)
- (b) Pre-Qualification Deadline 5 days from acceptance (Date)
- (c) Construction Loan Funding Deadline 30 days from acceptance (Date)
- (d) Seller Disclosure Deadline n/a (Date)
- (e) Evaluations & Inspections Deadline 75 days from acceptance (Date)
- (f) Substantial Completion Deadline 180 days from excavation (Date)
- (g) Settlement Deadline 3 days after the Buyer's receipt of written Notice of Substantial Completion

*Jan 23, 2014
Brookwood*

25. **OFFER AND TIME FOR ACCEPTANCE.** Buyer offers to purchase the Property on the above terms and conditions. If Seller does not accept this offer by: 6 : 00 [] AM [X] PM Mountain Time on 10/09/2013 (Date) this offer shall lapse; and the Brokerage shall return the Earnest Money Deposit to Buyer.

 10/9/13  10/9/13
 (Buyer's Signature) (Offer Date) (Buyer's Signature) (Offer Date)

The later of the above Offer Dates shall be referred to as the "Offer Reference Date"

David & Nancy Decker _____
 (Buyers' Names) (PLEASE PRINT) (Notice Address) (Phone)

Buyer's Initials  Date 10/9/13 Seller's Initials  Date 10/9/13

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

ACCEPTANCE OF OFFER TO PURCHASE: Seller Accepts the foregoing offer on the terms and conditions specified above.

COUNTEROFFER: Seller presents for Buyer's Acceptance the terms of Buyer's offer subject to the exceptions or modifications as specified in the attached ADDENDUM NO. _____

Sequoia Builders Agent 10/9/13
(Seller's Signature) (Date) (Time) (Seller's Signature) (Date) (Time)

Sequoia Builders (Sellers' Names) (PLEASE PRINT) (Notice Address) (Phone)

REJECTION: Seller rejects the foregoing offer.

(Seller's Signature) (Date) (Time) (Seller's Signature) (Date) (Time)

DOCUMENT RECEIPT

State law requires Broker to furnish Buyer and Seller with copies of this Contract bearing all signatures. (Fill in applicable section below.)

A. I acknowledge receipt of a final copy of the foregoing Contract bearing all signatures:

(Buyer's Signature) (Date) (Buyer's Signature) (Date)

(Seller's Signature) (Date) (Seller's Signature) (Date)

B. I personally caused a final copy of the foregoing Contract bearing all signatures to be faxed mailed hand delivered on _____ (Date) postage prepaid, to the Seller Buyer.

Sent/Delivered by (specify) _____

THIS FORM APPROVED BY THE UTAH REAL ESTATE COMMISSION AND THE OFFICE OF THE UTAH ATTORNEY GENERAL, EFFECTIVE AUGUST 17, 1998. IT REPLACES AND SUPERSEDES ALL PREVIOUSLY APPROVED VERSIONS OF THIS FORM.

Buyer's Initials JD Date 10/9/13 Seller's Initials Sequoia Builders Date 10/9/13



ADDENDUM NO. ONE
TO
REAL ESTATE PURCHASE CONTRACT



THIS IS AN ADDENDUM COUNTEROFFER to that REAL ESTATE PURCHASE CONTRACT (the "REPC") with an Offer Reference Date of 4th day of October, 2013 including all prior addenda and counteroffers, between David & Nancy Decker as Buyer, and Sequoia Builders as Seller, regarding the Property located at 2255 N Rock Canyon Cir, Provo, Utah County, UT 84604. The following terms are hereby incorporated as part of the REPC:

1. 'Seller' as noted throughout the REPC is a licensed contractor who has been contracted by 'Buyer' to build a custom home according to specific instructions provided to the contractor by vendors that were contracted by the 'Buyer.'
2. Buyer maintains the option to cancel this contract prior to issuance of building permit.
3. Earnest Money deposit may increase based on Buyer's lending institutional requirements. Earnest Money will be non-refundable after loan funding deadline.
4. The contractor engaged to build this home will not provide 'Sellers Disclosure' since the company is building a custom plan, designed by the Buyer.
5. For the Buyers protection, the Seller still advises the Buyer consider a professional home inspection after issuance of the Certificate of Occupancy.
6. Any balance of unused funds (either from change orders or unspent allowances) may be used by the Buyer to lower the price of the home. Any changes to the home which result in the purchase price being raised must be agreed to in writing by both parties prior to expense.
7. The following exhibits must be signed by both parties prior to this becoming an executed contract:
 - a. Exhibit A (Proposed Finishes and Cost Breakdown)
 - b. Exhibit B (Construction and Warranty Guidelines)
 - c. Exhibit C (Engineered Floor Plans)
 - d. Exhibit D (Site Plan and Excavation Estimate)

BUYER AND SELLER AGREE THAT THE CONTRACT DEADLINES REFERENCED IN SECTION 24 OF THE REPC (CHECK APPLICABLE BOX): REMAIN UNCHANGED ARE CHANGED AS FOLLOWS: _____

To the extent the terms of this ADDENDUM modify or conflict with any provisions of the REPC, including all prior addenda and counteroffers, these terms shall control. All other terms of the REPC, including all prior addenda and counteroffers, not modified by this ADDENDUM shall remain the same. Seller Buyer shall have until 6 : 00 AM PM Mountain Time on October 09, 2013 (Date), to accept the terms of this ADDENDUM in accordance with the provisions of Section 23 of the REPC. Unless so accepted, the offer as set forth in this ADDENDUM shall lapse.

David & Nancy Decker 10/9/13 10/9/13
 Buyer Seller Signature (Date) (Time) Buyer Seller Signature (Date) (Time)

DD
N D

Sequoia Builders

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

ACCEPTANCE: Seller Buyer hereby accepts the terms of this ADDENDUM.

COUNTEROFFER: Seller Buyer presents as a counteroffer the terms of attached ADDENDUM NO. _____

Signora / Agent 10/9/13
(Signature) (Date) (Time) (Signature) (Date) (Time)

REJECTION: Seller Buyer rejects the foregoing ADDENDUM.

(Signature) (Date) (Time) (Signature) (Date) (Time)

THIS FORM APPROVED BY THE UTAH REAL ESTATE COMMISSION AND THE OFFICE OF THE UTAH ATTORNEY GENERAL,
EFFECTIVE AUGUST 5, 2003. IT REPLACES AND SUPERSEDES ALL PREVIOUSLY APPROVED VERSIONS OF THIS FORM.

Buyer's Initials ND Seller's Initials Signora

Exhibit A

By reference of the Real Estate Purchase Contract (The Agreement) dated 10/9/13.

This Construction Commencement Agreement between Segovia Builders of Utah LLC
herein referred to as "Seller" or "Contractor", and DAVID & Nancy Decker
buyer(s), covering real property described as follows: Address: 2255 N. Rock Canyon Circle
City of Provo, County of Utah
State of Utah. Lot #: _____, Subdivision: Temple View Cottages
Plan #: One four.

Proposed Finishes and Included Features

Structural/Site Details

- 2" X 6" / 16" On Center - Exterior Walls
- 2" X 4" / 16" On Center - Interior Walls
- 8' Terrace Level Wall Height
- 9' Main Level Wall Height
- 8' Upper Floor Wall Height
- Coffered Ceilings - Master Bedroom

Exterior Finish

- Stucco - Primary Material
- Stone - Base Wrap Material
- Siding Accents
- Decorative Entry Door
- 1 - Transom Windows above Front Door
- 2 - Sidelites Windows on the sides of the Front Door
- French Doors at Rear Exterior Door
- 30 Year Architectural Asphalt Shingles
- Exterior Lighting as per plan on Porch, Garage, Patio, Under Eaves
- Single Garage Door - per plan
- Double Garage Door - per plan

Interior/Mechanical Systems

- 95.0% Furnace Efficiency
- Single Zone
- 13 SEER A/C Condenser
- Fireplace in Great Room

Plumbing

- 50 Gallon Hot Water Heater
- Undermount Black Acrylic Sink

- Anti-Bacterial Jetted Master Tub
- Hot/Cold Valve in Garage with Drain
- 2 - Exterior Hose Bibs
- Soft Water Rough In
- Elongated Toilets
- Manabloc Water System
- Water Line to Fridge

Electrical

- 200 Amp Panel
- Can Lighting as per plan in Great Room, Kitchen, Master Bedroom
- 5 - CAT5 Data Jacks
- 2 - Exterior Outlets
- Exterior Outlet for Future Hot Tub

Installation

- R-19 Batts in Walls
- R-38 Blown in Fiberglass in Ceiling

Interior Finish

- 1/2" Drywall with Bullnose Corners
- Light Texture
- Iron Balusters with Stain Grade Rail on Interior Stairs
- 5" Baseboards
- Full Window Casings
- Built-In Closet Organizers in Closets
- 4 - Shelves in Pantry
- 2 - Tone Paint (Baseboards, Ceiling/Walls)
- Staggered Cabinets in Kitchen
- Upper Cabinet in Laundry
- Push-Soft Drawers
- 2cm Granite Countertops Throughtout
- Engineered Hardwood - Great Room, Dining, Kitchen, Entry, Hallway
- Tile - Bathrooms, Laundry
- 6 lbs pad/\$15 Carpet - Bedrooms, Stairs, Office
- Tub/Shower Surround - Tile
- Stainless Steel Appliances

Buyer's Signature: [Signature] Date: 10/9/13
Buyer's Printed Name: David M. Decker

Buyer's Signature: [Signature] Date: 10/9/13
Buyer's Printed Name: Wandy Decker

Page 2 of 3 Buyer's Initials [Initials] Date 10/9/13 Seller's Initials [Initials] Date 10/9/13

Proposed Finishes and Included Features

Seller's Signature: Sequoin Agent Date: 10/9/13
Seller's Printed Name: Sequoin

LO+

Sequoin



Exhibit B

By reference of the Real Estate Purchase Contract (The Agreement) dated 10/9/13.

This Construction Commencement Agreement between Squon Builders of Utah,
herein referred to as "Seller" or "Contractor", and DAVID & NANCY DECKER
buyer(s), covering real property described as follows: Address: 2255 N. Rock
Canyon Circle, City of Provo, County of Utah,
State of Utah, Lot #: _____, Subdivision: Temple View Estates,
Plan #: Custom.

The following is hereby incorporated as part of the Agreement:

STAY IN CONTACT WITH THE LENDER (BANK)

Most pre-approvals by banks are tentative and there are additional items that are needed before the closing papers can be drafted up for the underwriter. Most of the contracts only give the Buyer (5) days after the letter of notification to the agent once the home has passed the city's final inspection and is ready to close. Please stay on top of this, as it is the most important part of the Buyer/Seller process. Buyer will be responsible for all additional construction loan interest due to any delays.

BUILDING PLANS (BLUEPRINTS)

The delivery of building plans to the Buyer from the Architect will follow the current contract/agreement that exist between the Buyer and Architect.

PLACEMENT OF HOMES ON LOT

There are several factors which determine the home placement on each lot. These factors are used when we determine the home placement of each lot. The home's placement on the lot will follow the recommendation of the Architect.

LOT GRADING AND SETTLING

We will grade each lot to pass the local and state codes. There are several factors that determine property grade. Often landscaping plans are not in harmony with established local and state guidelines. If you change your lot grade or remove downspout splash blocks or extensions, there is a chance of water running back toward your home causing flooding. Some minor ground settling will occur around the foundation and utility trenches. This is considered normal and natural. This should be expected and is a homeowner maintenance item.

FOUNDATION

All foundations leak water. Foundations were not intended to act as swimming pools. Standing water next to a foundation will always allow water to enter in through cracks, honeycombs, metal

Buyer's Initials DD Date 10/11/13 Seller's Initials Squon Builders Date 10/9/13

foundation ties and where walls meet footings below the surface. The black material placed on the foundation is mainly a protectant for the cement from the soil. It is very important to keep the slope going away from the home to prevent any water problems.

CEMENT WORK

Your cement will crack as it cures. Weather conditions in Utah go from extreme cold to excessive heat and then back again in the same day. This makes it impossible to guarantee the concrete work. You can expect to have cracks up to 3/8" wide. All we can do is caulk the crack with a caulking compound.

To insure that our concrete will have minimal cracks or settling, the following precautions will be taken

1. All outside concrete is 6 bag mix poured very stiff for maximum strength.
2. Rebar is doweled into foundation walls where possible.
3. Garage areas are water soaked when possible.
4. In some cases a broom finish is used to minimize spalling and peeling.

SQUEAKY FLOORS AND STAIRS

Squeaks are a nuisance and very difficult to correct. We will do our best to correct them during construction but we are limited in the methods to correct them. Sometimes squeaks do occur, we do not guarantee against squeaks. We take the following precautions to insure the home to be squeak free:

1. We use TJI floor joist.
2. We use 3/4" tongue and groove flooring.
3. We glue all flooring to floor joists.
4. We use ring shank nails to nail flooring to joists.

ROOF SHINGLES

New shingles placed on the roofs, especially during the cold winter months have not had sufficient time to seal, and they could lift up in heavy winds. This is not unusual and is to be expected. The proper thing to do when you notice this happening is to run a small bead of asphalt caulking under the lifting shingle, then press it down firmly with a piece of wood. If needed, you can set a rock on it to hold it in place for a day or two. Should the winds exceed the MPH rating of the shingles they will not be warranted.

EXCESS MATERIAL

Any excess materials left on the job site are the property of the Builder.

CONSTRUCTION MATERIALS

The Builder reserves the right to change construction materials and policies as our economy and industry change, with notice to Buyer and/or Buyer's Agent.

BUILDER SWEAT EQUITY

Buyer's doing sweat equity will not be reimbursed until closing for any labor or materials. Buyer may also not sweat equity electrical, plumbing or heating work. All sweat equity is subject to the lender's approval and guidelines.

ELECTRICAL, PLUMBING, HEATING

These trades are the only emergency service calls that may occur during the first year of your Builder warranty. Afterwards the extended warranty will kick in covering years 2-5. The extended home warranty information with contact information will be provided at closing.

Electrical pre-checks prior to phone call:

1. Check all GFI circuit breaker outlets.
2. Check circuit breaker panel.
3. Check light bulbs.
4. Check main breaker on outside by meter.

Plumbing pre-checks prior to phone call:

1. Water is turned on at the meter.
2. Water is turned on where pipe penetrates foundation.
3. Water is turned on where line goes into water heater.
4. Gas valve on line to water heater is turned on.
5. Go through the lighting procedure on side of water heater.
6. Gas meter outside is turned on.
7. All water lines under sinks and vanities are on.
8. Backed up toilets, sinks and tubs/shower are not covered.

Heating pre-checks prior to phone call:

1. Breaker.
2. Gas meter outside turned off.
3. Disconnect on side of furnace is on.
4. Filter and furnace blower are clean.
5. Gas valve on the line is on.
6. Thermostat is on heating cycle.

LOCK OUTS

If Buyer becomes too forceful with their own building ideas and/or opinions, we reserve the right to ban them from the job site. Remember your home will be an active construction site and there could be the potential of many hazards present. We encourage the input of the buyer throughout the build process. Please remember the builder is human and if something gets missed, please communicate in a cool/calm fashion, and the builder will proceed to rectify it.

CHANGE ORDERS THROUGHOUT CONSTRUCTION

Your home has been priced and materials ordered according to the construction set submitted to the City for permitting. Any changes to the plans, design, and/or finishes will result in an increase in the purchase price. All price increases will result in a change order reflecting and addendum the new price. The price of the home could change due to an unforeseen increase in the cost of materials due to a disruption in supply change from bad weather, snow, hurricane, tornado, earthquake or other act of nature.

TIME/SCHEDULE

There may be a delay in schedule due to bad weather, snow, hurricane, tornado, earthquake or other act of nature.

THANKS

We appreciate your business and friendship. Our goal is to complete the home in the time allotted with the highest quality possible.

Buyer's Signature: [Signature] Date: 10/9/13
Buyer's Printed Name: David M. Decker

Buyer's Signature: Nancy D Decker Date: 10-9-13
Buyer's Printed Name: Nancy D Decker

Seller's Signature: [Signature] Date: 10/9/13
Seller's Printed Name: _____

Exhibit E

Summary of Payments

Summary of Payments

			<i>Progressive Subtotal</i>
Construction Loan Payments: Central Bank:	\$ 300,062.55		
Decker Payments to Sequioia	<u>\$ 15,500.00</u>		
Subtotal	\$ 315,562.55	\$	315,562.55
Decker Payments to Third Parties	<u>\$ 57,346.76</u>		
Subtotal	\$ 57,346.76	\$	372,909.31
8 Decker LLC Payments to Sequioia	\$ 847.24		
8 Decker LLC Payments to Third Parties	<u>\$ 31,976.20</u>		
Subtotal	\$ 32,823.44	\$	405,732.75
Lot Costs, paid by Central Bank and Decker	<u>\$ 176,245.54</u>		
Subtotal	\$ 176,245.54		
Total of all claimed payments		\$	581,978.29

Payor**Central Bank**

Row Labels	Draw	Grand Total
4D Engineers	\$ 1,200.00	\$ 1,200.00
5 Star Building Products	\$ 7,762.00	\$ 7,762.00
Alpine Supply Co Inc	\$ 1,780.00	\$ 1,780.00
Automated Structures	\$ 8,650.10	\$ 8,650.10
Burton Lumber	\$ 32,596.82	\$ 32,596.82
C&S Lewis Construction	\$ 1,025.00	\$ 1,025.00
CCA Concrete	\$ 2,266.60	\$ 2,266.60
Colormax painting	\$ 8,500.00	\$ 8,500.00
Do It All Drywall	\$ 16,700.00	\$ 16,700.00
DR Plumbing	\$ 1,200.00	\$ 1,200.00
Excel Concrete Inc	\$ 24,884.81	\$ 24,884.81
Geminis Electric	\$ 8,388.52	\$ 8,388.52
Gustavo Ramirez	\$ 11,000.00	\$ 11,000.00
Inouye Design	\$ 2,108.00	\$ 2,108.00
JR Anderson Customs	\$ 8,000.00	\$ 8,000.00
JR Trotter Excavation	\$ 7,450.00	\$ 7,450.00
Percy Johnson	\$ 1,496.12	\$ 1,496.12
Questar Gas	\$ 926.82	\$ 926.82
Quick Quality Construction Inc	\$ 7,260.00	\$ 7,260.00
RC Willey	\$ 8,787.43	\$ 8,787.43
Sequoia Builders	\$ 30,565.66	\$ 30,565.66
Sequoia Builders	\$ 64,608.59	\$ 64,608.59
Smart Choice Comm	\$ 12,351.28	\$ 12,351.28
Speed E Crete LLC	\$ 520.38	\$ 520.38
The Heating & Cooling Guys	\$ 16,182.00	\$ 16,182.00
Utah County Treasurer	\$ 1,852.12	\$ 1,852.12
Westco Carpets Inc	\$ 12,000.00	\$ 12,000.00
Grand Total	\$ 300,062.25	\$ 300,062.25

Payor**David and Nancy Decker**

Row Labels	CC	Check	Grand Total
Sequoia Builders		\$ 5,000.00	\$ 5,000.00
Sequoia Builders		\$ 500.00	\$ 500.00
Sequoia	\$ 10,000.00		\$ 10,000.00
Grand Total	\$ 10,000.00	\$ 5,500.00	\$ 15,500.00

Payor**David and Nancy Decker**

Row Labels	CC	Check	Grand Total	
216 Captiol	\$	1,584.76	\$ 1,584.76	
Aaron Sinks		\$ 500.00	\$ 500.00	
Allwood Cabinet Doors		\$ 2,902.04	\$ 2,902.04	
Alside Supply	\$	1,823.00	\$ 1,823.00	
Beehive Brick & Stone	\$	4,825.34	\$ 4,825.34	
Burton Lumber	\$	871.83	\$ 665.73	\$ 1,537.56
C&S Lewis Construction		\$ 500.00	\$ 500.00	
Chariot Sinks	\$	454.11	\$ 454.11	
Cobe Wilkin		\$ 1,390.00	\$ 1,390.00	
Color Me Painting		\$ 1,500.00	\$ 1,500.00	
Credit: Peterson Plumbing Supply	\$	(179.22)	\$ (179.22)	
Credit: Platt Electric	\$	(376.46)	\$ (376.46)	
Do It All Drywall		\$ 1,500.00	\$ 1,500.00	
Dumpsters & Drywall	\$	4,484.00	\$ 4,484.00	
Edmonds Railing		\$ 926.00	\$ 926.00	
Hardware Resources	\$	1,881.94	\$ 1,881.94	
Harper-Kilgore	\$	2,779.85	\$ 2,779.85	
JR Anderson		\$ 1,663.00	\$ 1,663.00	
Lightening Specialist	\$	1,826.51	\$ 1,500.00	\$ 3,326.51
Peterson Plumbing Supply	\$	5,403.94	\$ 5,403.94	
Platt Electric	\$	3,020.01	\$ 3,020.01	
Precious Stone		\$ 3,000.00	\$ 3,000.00	
Smith Hardware and Glass	\$	4,653.15	\$ 4,653.15	
Specialty Supply Co	\$	1,019.29	\$ 1,019.29	
Stan Porter		\$ 600.00	\$ 600.00	
The Blindman	\$	5,965.70	\$ 5,965.70	
Westco Carpets Inc	\$	662.24	\$ 662.24	
Grand Total	\$	40,699.99	\$ 16,646.77	\$ 57,346.76

Payor 8 Decker

Row Labels	Check	Grand Total
Sequoia Builders	\$ 847.24	\$ 847.24
Grand Total	\$ 847.24	\$ 847.24

Payor **8 Decker**

Row Labels	Check	Grand Total
Aaron Sinks	\$ 300.00	\$ 300.00
Burton Lumber	\$ 1,188.00	\$ 1,188.00
C&S Lewis Construction	\$ 3,400.00	\$ 3,400.00
Cobe Wilkin	\$ 2,000.00	\$ 2,000.00
Edmonds Railing	\$ 900.00	\$ 900.00
KSR Door	\$ 1,484.00	\$ 1,484.00
Precious Stone	\$ 4,081.00	\$ 4,081.00
Provo City	\$ 1,500.00	\$ 1,500.00
Stan Porter	\$ 1,075.00	\$ 1,075.00
STR Plumbing	\$ 1,040.00	\$ 1,040.00
Westco Carpets Inc	\$ 12,443.20	\$ 12,443.20
Windy Corner Construction	\$ 2,565.00	\$ 2,565.00
Grand Total	\$ 31,976.20	\$ 31,976.20

Exhibit G

Unsubstantiated Payments

Unsubstantiated Payment #1

Central Bank: Mortgage Interest

At the time of the application, the Homeowner has failed to provide evidence that the total claimed interest was included in the contracted amount. If the "Sequoia Builder Cost Breakdown Decker" document is deemed by the board to be included in the contract, it does allow for a total of \$7,000 in "Interest Reserve and Origination Fee" (line 5). The Division included \$4,107.24 for payment of Origination Fees in the total fees associated with the lot purchase from Black Diamond Development Group.

If the purchase of the lot is included in the total allowed cost, only \$2,892.76 in interest would remain allowable in the contract cost.



CENTRAL
BANK

FDIC

AMERICAN FORK | LEHI | MAPLETON | OREM | PAYSON | PLEASANT GROVE | PROVO | RIVERSIDE | SPANISH FORK | SPRINGVILLE

DAVID MICHAEL DECKER, SR
P O BOX 971391
OREM UT 84097

PAGE 1

SOCIAL SECURITY NUMBER: ***-**-1864
INSTITUTION IDENTIFICATION NUMBER: 87-0271990

FOR QUESTIONS CALL
(801)375-1000

**MORTGAGE INTEREST STATEMENT
FORM 1098
FOR THE TAX YEAR 2014**

177101383 - LOAN

1. MORTGAGE INTEREST RECEIVED FROM PAYER(S)/BORROWER(S)	21,079.11
2. POINTS PAID ON PURCHASE OF PRINCIPAL RESIDENCE	.00
3. REFUND OF OVERPAID INTEREST	.00

***** SUMMARY OF INFORMATION REPORTED TO THE IRS *****

1. MORTGAGE INTEREST RECEIVED FROM PAYER(S)/BORROWER(S)	21,079.11
2. POINTS PAID ON PURCHASE OF PRINCIPAL RESIDENCE	.00
3. REFUND OF OVERPAID INTEREST	.00

PLEASE RETAIN THIS STATEMENT FOR TAX PURPOSES OMB NO. 1545-0901 COPY B

THIS IS IMPORTANT TAX INFORMATION AND IS BEING FURNISHED TO THE INTERNAL REVENUE SERVICE. IF YOU ARE REQUIRED TO FILE A RETURN, A NEGLIGENCE PENALTY OR OTHER SANCTION MAY BE IMPOSED ON YOU IF THE IRS DETERMINES THAT AN UNDERPAYMENT OF TAX RESULTS BECAUSE YOU OVERSTATED A DEDUCTION FOR THIS MORTGAGE INTEREST OR FOR THESE POINTS OR BECAUSE YOU DID NOT REPORT THIS REFUND OF INTEREST ON YOUR RETURN. THE AMOUNT SHOWN MAY NOT BE FULLY DEDUCTIBLE BY YOU ON YOUR FEDERAL INCOME TAX RETURN. LIMITATIONS BASED ON THE COST AND VALUE OF THE SECURED PROPERTY MAY APPLY. IN ADDITION, YOU MAY ONLY DEDUCT AN AMOUNT OF MORTGAGE INTEREST TO THE EXTENT IT WAS INCURRED BY YOU, ACTUALLY PAID BY YOU, AND NOT REIMBURSED BY ANOTHER PERSON.

PLEASE SEE ENCLOSED INSTRUCTIONS

0000001864

ew Check Copy

Check Number	Date Posted	Check Amount	Account Number
08	11/25/14	\$2,288.66	Personal Checking XXXXXX0824

WELLS FARGO BANK

1008

UNIVERSITY MALL 1175 S STATE ST OREM, UT 84097

DATE 11-25-14

31-29711240

PAID TO THE ORDER OF Central Bank \$ 2288.66
Two thousand two hundred eighty-eight and 66/100 DOLLARS

JAVID M DECKER
 JANCY D DECKER
 PO BOX 971391
 OREM UT 84097-1391

Loan # 177101383

Nancy D Decker

⑆0000297108891900824⑆1008

<p>⑆0000297108891900824⑆1008</p> <p>1008 009700 >124300327<</p> <p>The following amount is being paid to the order of the payee named above. This check is not valid unless it is cashed by the payee.</p> <p>WELLS FARGO BANK 1175 S STATE ST OREM, UT 84097</p>	<p>>124300327<</p> <p>Central Bank</p> <p>11/25/2014 0010-8296</p> <p>R0012 B0140 S009700</p> <p>177101383</p> <p>DO NOT WRITE, STAMP, OR SIGN BELOW THIS LINE</p>	<p>ENDORSE HERE</p>
---	--	---------------------

Equal Housing Lender

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ew Check Copy

Check Number	Date Posted	Check Amount	Account Number
	08/20/14	\$1,765.78	Personal Checking XXXXXX0824

DAVID M DECKER 08/12
 NANCY D DECKER
 840 E 900 S
 OREM, UT 84097-6612

361
 31-287/1240 2760
 8391900824

8-20/14

Pay to the Order of Central Bank \$ 1765.78
One thousand sixty-five and 78/100 Dollars

For interest payment Nancy Decker

Wells Fargo Bank, N.A. Utah web.fargo.com

⑆ 124002971⑆ 8891900824⑆ 00361

>124300327<
 Central Bank
 08/20/2014 0005-0005
 R0012 B0084 S008250
 177101383

0820 0912 008250 >124300327<

Equal Housing Lender

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ew Check Copy

Check Number	Date Posted	Check Amount	Account Number
3	09/16/14	\$1,902.71	Personal Checking XXXXXX0824

DAVID M DECKER 08/12
 NANCY D DECKER
 840 E 900 S
 OREM, UT 84097-6612

376
 01-207/1240 2760
 888-900824

9-12-14 Check

Pay to the order of Central Bank \$ 1902.71
One thousand nine hundred two and 71/100

WELLS FARGO BANK, N.A.
 Utah
 wells.fargo.com

For loan # 177101383 Nancy D Decker

⑆12400297⑆ 8891900824⑆ 00376

0916 1701 000190 >124300327<
 >124300327<
 Central Bank
 09/16/2014 0017-0117
 R0011 B0073 S000190
 177101383

CENTRAL BANK

Equal Housing Lender

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ew Check Copy

Check Number	Date Posted	Check Amount	Account Number
3	10/07/14	\$2,060.26	Personal Checking XXXXXX0824

DAVID M DECKER 08/12 703-713-0001
 NANCY D DECKER
 840 E 800 S
 OREM, UT 84057-8612

386
\$1-297/1210 2760
8891900824

10-7-14
Day

Pay to the order of Central Bank \$: 2060.26
Two thousand sixty and 26/100 Dollars

WELLS FARGO Wells Fargo Bank, N.A.
 Utah
 www.wellsfargo.com

For # 177101383 Nancy Decker MP
 MICR: ⑆124002971⑆ 8891900824⑆ 00386

1007 1703 002350 >124300327< >124300327<
 Central Bank
 10/07/2014 0017-0115
 R0013 B0137 S002350
 177101383

CENTRAL BANK

Equal Housing Lender

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Bank 14
10:49:02

DAVID MICHAEL DECKER, SR
P O BOX 971391
OREM UT 84097

BANKRITE MANAGEMENT SUPPORT SYSTEM
Display Previous Tax Information

2/05/15

Account	17 177101383	Cust	180340
Tax ID Number	224-68-1864	Tax ID Type	P
IRS Form	1098	Return Type	CLA
Last Maintenance			

Loan Interest Statement

Loan Interest Received From Payer(s)/Borrower(s)	21,079.11
Points Paid on Purchase of Principal Residence	.00
Refund of Overpaid Interest	.00

F1=Help F12=Cancel

Unsubstantiated Payment #2

State Farm Insurance: Home Owner Insurance

The documentation provided does not specify what policy or property the payment is for.

Additionally, the line 12.3 of the written contract states the seller is responsible for insurance during the period of construction.

If additional insurance was purchased by the Homeowner, it was in addition to the contract requirements and would not be included in the contracted price.



STATE FARM INSURANCE

Inbox x

Tammy Coburn

4:12 PM (21 minutes ago)

to me

Nancy,

When the policy was written in 10-13 \$577.00 was paid with a credit card. Reference # was 00000313U34ST. On 10-14 \$598.00 was paid by Chase.
Hope this is what you were looking for.

Have a good night.

Tammy Coburn

Kim B Jaspersen, Agent
310 S Freedom Blvd
Provo, UT 84601
(801) 374-6650 office
(801) 374-6685 fax

WELLS FARGO

VISA

Account Number
Statement Billing Period
Page 1 of 3

Ending In ~~7888~~
09/23/2013 to 10/23/2013



Balance Summary

Previous Balance	\$676.49
- Payments	\$2,000.00
- Other Credits	\$23.34
+ Cash Advances	\$0.00
+ Purchases, Balance Transfers & Other Charges	\$2,808.85
+ Fees Charged	\$0.00
+ Interest Charged	\$0.00
= New Balance	\$1,462.00
Total Credit Limit	\$8,000

24-Hour Customer Service: 1-800-642-4720
 TTY for Hearing/Speech Impaired: 1-800-419-2265
 Outside the US Call Collect: 1-926-825-7800
 Wells Fargo Online®: wells Fargo.com

Send General Inquiries To:
 PO Box 10347, Des Moines IA, 50306-0347

Total Available Credit \$6,538

Payment Information

New Balance	\$1,462.00
Minimum Payment	\$15.00
Payment Due Date	11/17/2013

Send Payments To:
 PO Box 30086, Los Angeles CA, 90030-0086

Late Payment Warning: If we do not receive your Minimum Payment by 11/17/2013, you may have to pay a late fee up to \$35.

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges using this card and each month you pay ...	You will pay off the New Balance shown on this statement in about ...	And you will end up paying an estimated total of ...
Only the minimum payment	12 years	\$2,649
\$50	3 years	\$1,803 (Savings of \$846)

If you would like information about credit counseling services, refer to www.usdoj.gov/ust/eeo/bapcpa/ccde/cc_approved.htm or call 1-877-285-2108.

Important Information

REVISED AGREEMENT FOR ONLINE BANKING
 WE'VE UPDATED OUR ONLINE ACCESS AGREEMENT.
 TO SEE WHAT HAS CHANGED, PLEASE VISIT WELLSFARGO.COM/ONLINEUPDATES.

Wells Fargo Rewards® Program Summary

Rewards Balance as of: 09/30/2013 18,106

The Rewards Balance is for Rewards ID 60005510280. This balance may be inclusive of other contributing Rewards accounts. For up-to-date Rewards Balance information, or more ways to earn and redeem your rewards, visit MyWellsFargoRewards.com or call 1-877-517-1358.

Transactions

Trans	Post	Reference Number	Description	Credits	Charges
Payments					
09/30	09/30	74465428H0A96TSSV	ONLINE PAYMENT	800.00	
10/14	10/14	74465428Z0A99YV4K	ONLINE PAYMENT	1,200.00	
TOTAL PAYMENTS FOR THIS PERIOD				\$2,000.00	

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION ABOUT YOUR ACCOUNT

Continued

5596 YKG 1 7 15 131023 0 PAGE 1 of 3 10 5583 2000 C066 010P5596

Detach and mail with check payable to Wells Fargo

Account Number 4465 4203 2255 7844
 New Balance \$1,462.00
 Minimum Payment \$15.00
 Payment Due Date 11/17/2013

00150001462000044654203225578443

YKG 4

Amount Enclosed



WELLS FARGO CARD SERVICES
 PO BOX 30086
 LOS ANGELES CA 90030-0086

DAVID M DECKER
 NANCY D DECKER
 840 E 900 S
 OREM UT 84097-9812



WELLS FARGO

VISA

Account Number
Statement Billing Period
Page 2 of 3

Ending In 7844
09/23/2013 to 10/23/2013



Transactions (Continued...)

Trans	Post	Reference Number	Description	Credits	Charges
Other Credits					
09/27	09/27	74427338FLM8DMWQ8	MACEYS PROVO SSS PROVO UT	7.46	
10/07	10/07	74445008T5SBHLE71	HOBBY LOBBY # 448 OREM UT	7.89	
10/07	10/07	74445008T5SBHLE9A	HOBBY LOBBY # 448 OREM UT	4.26	
10/09	10/09	74164078S2LRQ42FT	TARGET 00017541 OREM UT	3.93	
TOTAL OTHER CREDITS FOR THIS PERIOD				\$23.34	

Purchases, Balance Transfers & Other Charges

09/21	09/23	240133989019NAYG6	COUNTRY KITCHEN ABERDEEN ID		66.34
09/25	09/25	24445008D5SB8YNQH	HOBBY LOBBY # 448 OREM UT		9.60
09/25	09/25	24455018Q447ZDTMP	WAL-MART #3208 SPRINGVILLE UT		116.70
09/25	09/25	24692168Q00TFPSR0	BRIGHAM YOUNG UNIV WEB 801-422-4701 UT		48.60
09/26	09/26	24013398D01H26S23	JCWS RESTAURANT PROVO PROVO UT		18.14
09/26	09/26	24373298E7WQVDXL1	TAI-PAN TRADING- OREM OREM UT		34.58
09/26	09/26	24445008E5SBGBRM2	HOBBY LOBBY # 448 OREM UT		12.11
09/27	09/27	24445008E8PM0JG9D	SMITHS FOOD #4144 OREM UT		17.76
09/27	09/27	24455018E447Y2W2V	WAL-MART #1768 OREM UT		65.89
09/27	09/27	24610438F03RT3Z93	ROSS STORES #751 OREM UT		35.22
09/28	09/28	24610438G03R938GZ	ROSS STORES #751 OREM UT		18.13
09/30	09/30	24842188JWGN99V75	MARK E JOHNSON OREM UT		21.25
09/30	09/30	24445008JHEZMWOKF	WALGREENS #11150 OREM UT		24.57
10/01	10/01	24164078K7DLMD23	SUBWAY 03009552 OREM UT		25.51
10/01	10/01	24445008KHFO0NWT5	WALGREENS #11150 OREM UT		13.91
10/02	10/02	24431068LRQEB3MF9	PANDA EXPRESS #896 OREM UT		16.37
10/03	10/03	24842188MWGN8ATML	ALPINE SPINAL REHAB PROVO UT		301.00
10/03	10/03	24427338MLM8ALS3A	MACEYS PROVO PROVO UT		40.44
10/03	10/03	24512398LDB8AK6Y3	EDMUNDS PERIODONTICS IN PROVO UT		981.60
10/05	10/05	24445008PHEYX8Y94	WALGREENS #11150 OREM UT		33.07
10/07	10/07	24223698TLEERS0Z2	POST MART OREM OREM UT		20.75
10/07	10/07	24164078R2LR7V479	TARGET 00017541 OREM UT		91.90
10/07	10/07	24445008T5SBHLEF5	SALLY BEAUTY #1552 OREM UT		10.45
10/09	10/09	24071058VWPB47LNK	WHITE SMILES FAMILY DE OREM UT		74.00
10/09	10/09	24164078S2LR7DQDD	TARGET 00017541 OREM UT		29.23
10/16	10/16	24610439203TF7NYY	STATE FARM INSURANCE 800-956-6310 IL		577.00
10/17	10/17	244450093HF01XPON	WALGREENS #11150 OREM UT		10.04
10/17	10/17	24690519361H2FEFQ	KNEADERS PROVO 8018122200 UT		10.75
10/18	10/18	247554194MAJP085Z	HOLT ARENA POCATELLO ID		36.00
10/21	10/21	240151796018V6ASH	WALKERS 12 LINDON UT		45.58
10/21	10/21	2407105974K94PX20	COUNTRY FURNITURE WEST JORDAN UT		21.38
TOTAL PURCHASES, BALANCE TRANSFERS & OTHER CHARGES FOR THIS PERIOD					\$2,808.85

*Home Insurance
for New Home*

Fees Charged

TOTAL FEES CHARGED FOR THIS PERIOD	\$0.00
------------------------------------	--------

Interest Charged

INTEREST CHARGE ON PURCHASES	0.00
INTEREST CHARGE ON CASH ADVANCES	0.00
TOTAL INTEREST CHARGED FOR THIS PERIOD	\$0.00

2013 Totals Year-to-Date	
TOTAL FEES CHARGED IN 2013	\$37.75
TOTAL INTEREST CHARGED IN 2013	\$0.00

Interest Charge Calculation

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Days in Billing Cycle	Interest Charge
PURCHASES	14.15% variable	\$0.00	31	\$0.00
CASH ADVANCES	23.99% variable	\$0.00	31	\$0.00

Unsubstantiated Payment #3

Provo City: Landscaping Bond

1. The Homeowner provided no documentation that this payment was endorsed by, and cashed by Provo City.
2. In the event the check had been cashed by Provo City, the payment does not appear to be part of the contract with the Original Contractor:
 - a. The "Sequoia Builder Cost Breakdown Decker" does not include any landscaping costs
 - b. The check was written at the time the Homeowners took possession of the residence.
 - c. The bond would have been released after the Homeowners complied with the permit requirements, which were outside the dates of the original contract. Or the bond would have been forfeit if the Homeowners failed to comply with the permit requirements.

Provo City Finance Department
Treasury Receipt
12/23/2014

Receipt # 67314
Batch # AROTH 141223 08:05

Description: Landscaping Bond BP#31987

Name : Decker, David M

Cash Bond - CBND22502 176 22502 \$1,500.00

Cash:	\$0.00	
Check:	\$1,500.00	1115
Credit Card:	\$0.00	
<hr/>		
Total:	\$1,500.00	

8 DECKER, LLC 12/12
840 E 900 S
OREM, UT 84097-6612

AROTH 141223
R# 67314

1115
31-297/1240 2760
7455007422

12-23-14
Date

Pay to the Order of Provo City \$ 1500⁰⁰

One thousand five hundred and no/100 Dollars

WELLS FARGO
Wells Fargo Bank, N.A.
Utah
wellsfargo.com

For Bond to Provo City Nancy Decker MP

⑆ 124002971⑆ 7455007422⑆ 01115

Unsubstantiated Payment #4

Provo City Utilities

The Homeowner provided no documentation that this statement was paid in full.





Customer: DAVID DECKER

Service at: 2255 N Rock Canyon Cir

Bill Date: 12/03/2014

Account #	Previous Balance	Payment Made	Unpaid Balance	Current Charges	Amount Due	Due Date
516425-42342			\$0.00	\$108.09	\$108.09	12/23/2014

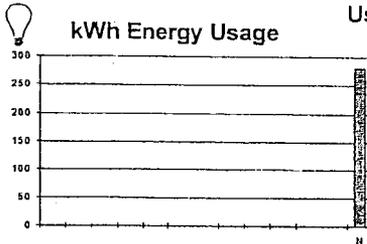
Charge Summary

Electric Meter # 71858579	\$38.50
Water Meter # 53006049	\$9.46
Waste Water	\$14.37
Storm Water	\$5.89
Solid Waste	\$16.37
Transportation	\$3.50
Miscellaneous Charge	\$20.00
Total Charges	\$108.09

Important News:

*****Notice of Hours of Operation Change***** As of January, 2015 hours of operation for Customer Service will be 8:00 AM - 6:00 PM, Monday - Friday. Please make note of this change for future service needs.

Residential Electric Details: Schedule 1

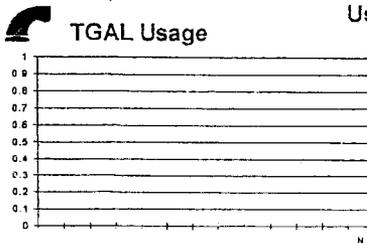


Usage for meter: 71858579
11/06/2014 to 11/28/2014
Start Read: 0
End Read: 280
Multiplier: 1
Usage: 280

Charges for meter: 71858579

	Days	Usage	Avg Use Per Day	Avg Cost Per Day		
This Month	22	280	13	1.75	Block 1	280 kwh 0.0835 \$23.38
Last Month	0	0	0		Customer Service Charge	\$6.25
Last Year	0	0	0		Telecom Debt Charge	\$5.35
					Municipal Use Tax	\$2.10
					State Sales Tax 4.05%	\$1.42
					Residential Electric Sub-total:	\$38.50

Residential Water Details



Usage for meter: 53006049
11/06/2014 to 11/26/2014
Start Read: 0
End Read: 0
Multiplier: 1
Usage: 0.00

Charges for meter: 53006049

	Days	Usage	Avg Use Per Day	Avg Cost Per Day		
This Month	20	0.00	0.0	0.47	Water	\$0.00
Last Month	0	0.00	0.0		Base Charge	\$8.92
Last Year	0	0.00	0.0		Water Municipal Use Tax 6.0%	\$0.54
					Residential Water Sub-total:	\$9.46

Utilities before we moved in!

Please return this portion with your payment

[1/1]



Provo City Utilities
351 West Center Street
PO BOX 1849
Provo, UT 84603-1849

Service Address: 2255 N Rock Canyon Cir
Account Number: 516425-42342
Payment Due By: 12/23/2014
Total Amount Due: \$108.09

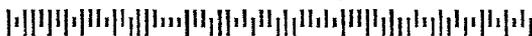
Help Contribution:

Amount Enclosed:

paid \$112.29

31141238

PRO1204A AUTO 5-DIGIT 84604
7000000705 00.0002.0329 706/1



DAVID DECKER
2255 N ROCK CANYON CIR
PROVO UT 84604-6037

REMIT TO :

PROVO CITY UTILITIES
PO BOX 1849
PROVO, UT 84603-1849

0000516425004234200000108094

Unsubstantiated Payment #5

RCWilley: Order # 33567633/33429470/33567446/33972013

The Homeowner has submitted multiple invoices for appliances. The contracted amount for appliances was \$2337.90 in the "Sequoia Builder Cost Breakdown Decker" (Exhibit B).

It is general practice that washers and dryers are not part of real estate contracts. They are considered to be Personal Property. Even if we were to set aside this general practice, the Homeowners provided documentation of payment for only order # 33429470.

Additionally, the Homeowners have far exceeded the contracted amount for appliances with the purchase of other conventionally accepted items, as explained below.

In the approved payments, a draw issued from Central Bank in the amount of \$8787.43 on check 161547 for RCWilley order # 32614016. See the owners attached statements regarding the change to the original order that resulted in orders 33567446 and 33972013 and an additional payment of \$898.65 and \$914.67, for a total of \$1813.32. Since the original draw far exceeded the contract amount, it was determined that any changes to the appliance without a signed change order should be excluded from determining payment in full.

Tracy,

Thank you again for all of your help. I found some more files. I couldn't find the Lowes receipts. Here are the updates:

The name of the hardware company is Smith Hardware and Glass.

1. The Warranty Deed saying we purchased the land from Black Diamond Development Group
2. The receipt from Central Bank saying we had paid \$21,079.11 in interest to their bank. The reason it was so much was because the contracted the house would be finished 6 months after excavation which happened in January 2014. The house should have been finished in July, but it wasn't finished until the end of December which caused us to pay extra interest on our construction loan.
3. Not sure if you have this page. \$2,554.85 for itemized finance charges for \$2, 554.85
4. RC Willey we paid \$898.65 for an upgrade on the apartment appliances. RC Willey emailed me this receipt.
5. We also paid \$914.67 by VISA to upgrade our kitchen appliances.
6. We paid for a washer and dryer for upstairs \$1598.22. We paid cash.
7. We paid for a washer and dryer for the apartment \$1361.65 Visa
8. We paid for homeowner insurance on the construction home from State Farm: \$577.00
9. Found the Provo City Landscaping Bond for \$1500
10. Included is the Provo City Utilities for the utilities owed while they were still building.

see next page for "upgrade" explanation

We hope we found everything we need. Please let us know.

Thanks,

Dave and Nancy



Tracy Naff <tnaff@utah.gov>

Re: Nancy & Dave Decker Info for Tracy Naff April 24

1 message

Dave Decker <8decker@gmail.com>

Mon, Apr 27, 2015 at 9:11 AM

To: Tracy Naff <tnaff@utah.gov>

Hi Tracy,

I am sorry, I should not have listed the appliances as upgrades. What happened was we had mismatched appliances. I found out that appliances should be the same brand. All we did was change the appliances to be the same brand in the upstairs kitchen and in the basement. By changing the brands there was a cost increase.

Thanks so much,
Dave and Nancy

On Mon, Apr 27, 2015 at 7:49 AM, Tracy Naff <tnaff@utah.gov> wrote:

Dear Dave and Nancy,

Thank you so much for all the info. I will revise the spreadsheet and then add this to the file that Carolyn is reviewing.

Unfortunately there is another issue now since you are stating some of these expenses are "upgrades".

Typically we can not include upgrades in the total amount unless included in the original contract or a written change order to the contract. You may be asked to explain this by the board or the claims examiner.

Also, if you are renting the apartment as an "income property" this may be an issue but I am not an expert on the statute - so keep in mind you may be asked for an explanation.

I have a strong feeling this will not be ready for the next board meeting as she is also reviewing other applications that came before yours, but I am hoping for the best.

I will let you know if I hear anything or need more information.

Hope you both have a wonderful day!

Tracy

On Fri, Apr 24, 2015 at 8:12 PM, Dave Decker <8decker@gmail.com> wrote:

Hi Tracy,

Wow are you going to be glad when we are finished!

Are we your most difficult case ever?

Please see attachments.

Thanks Again for all your great help!

Deckers

David M. Decker, Sr.
Complete Merchant Solutions
703-713-0000 Office

SALES ORDER



Orem Store
40 East 1300 South
Orem, UT 84058-7684

801-227-8800
Associate Cell # 801-874-7031
Customer Service 801-227-8860
Delivery 801-596-6950

SOLD TO:

DAVID DECKER
840 E 900 S
OREM UT 84097

<http://www.rcwilley.com>

Delivery Address:

DAVID DECKER
840 E 900 S
OREM UT 84097

ORDER #

33567633

DATE

06/24/14

* SHIP LOC:57 RTE: VAL Page: 1

ACCOUNT NO.: 2144726264 STORE: 05

CUSTOMER PHONE NO.	SOLD BY	PAYMENT TYPE	DELIVERY DATE
HOME # 703 713-0001 WORK # 703 713-0000	7511 DAVID DECKER ANDERSON	CASH	

INSTRUCTIONS

CREDIT
AUTHORIZATION

LINE NO.	SKU	MODEL	DESCRIPTION	STK LOC	QTY	BKO	PRICE	AMOUNT
	3809722	WHP .WTW8500BW-W/WNOHOS	W/W"CABRIO"4.8DOE 13-CYC 4-TMP	56		1	0 776.99	776.99
	2415844	NDAD .BK119-5'STAINLESS	1-SET 5'STAINLESS HOSE KIT	56		1	0 19.99	19.99
	3812057	WHP .WED8500BW-W/WGLASS	W/W"CABRIO"11-CYC ELE 7.6 DRYR	56		1	0 776.99	776.99
	4660064	JSS DRYERKIT	DRYER KIT	56		1	0 16.99	16.99
=====								
MERCHANDISE SUB-TOTAL:								1590.96
DELIVERY CHARGES:								59.00
ADJUSTMENTS: WHP/KIT 10% OFF								-155.40
SALES TAX:								103.66
=====								
TICKET TOTAL:								1598.22
=====								

*Washer/
Dryer*

The merchandise on this sales order must then be either delivered or picked up within 30 days of its availability.

Your 3 hour delivery time frame will be available after 7:00 PM the night before your delivery via email, www.rcwilley.com or by phone.

I agree to purchase the merchandise listed above at the prices shown. If this transaction is designated as a credit purchase, it is made in accordance with the terms of my RC Willey Revolving Charge Account Agreement, including retention of a purchase money security interest in the merchandise listed above. I acknowledge receipt of a copy of this transaction.

TOTAL AMOUNT	1598.22
---------------------	---------

X _____
CUSTOMER'S SIGNATURE DATE

WELLS FARGO

VISA

Account Number
Statement Billing Period
Page 1 of 3

Ending in 7844
05/24/2014 to 06/22/2014



Balance Summary

Previous Balance	\$2,075.79
- Payments	\$2,216.41
- Other Credits	\$24.03
+ Cash Advances	\$0.00
+ Purchases, Balance Transfers & Other Charges	\$4,034.35
+ Fees Charged	\$0.00
+ Interest Charged	\$0.00
= New Balance	\$3,869.70
Total Credit Limit	\$8,000

24-Hour Customer Service: 1-800-842-4720
 TTY for Hearing/Speech Impaired: 1-800-419-2265
 Outside the US Call Collect: 1-825-825-7800
 Wells Fargo Online®: wells Fargo.com

Send General Inquiries To:
 PO Box 10347, Des Moines IA, 50306-0347

Total Available Credit **\$4,130**

Payment Information

New Balance	\$3,869.70
Minimum Payment	\$39.00
Payment Due Date	07/17/2014

Send Payments To:
 PO Box 30086, Los Angeles CA, 90030-0086

Late Payment Warning: If we do not receive your Minimum Payment by 07/17/2014, you may have to pay a late fee up to \$35.

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges using this card and each month you pay ...	You will pay off the New Balance shown on this statement in about ...	And you will end up paying an estimated total of ...
Only the minimum payment	19 years	\$7,836
\$133	3 years	\$4,771 (Savings of \$3,065)

If you would like information about credit counseling services, refer to www.usdoj.gov/ust/eo/bapcpa/ccde/cc_approved.htm or call 1-877-285-2108.

Wells Fargo Rewards® Program Summary

Rewards Balance as of: 05/31/2014 35,542

The Rewards Balance is for Rewards ID 60005510280.
 This balance may be inclusive of other contributing Rewards accounts. For up-to-date Rewards Balance information, or more ways to earn and redeem your rewards, visit MyWellsFargoRewards.com or call 1-877-517-1358.

Transactions

Trans	Post	Reference Number	Description	Credits	Charges
Payments					
05/26	05/26	7446542H30A8P3JSN	ONLINE PAYMENT	2,216.41	
TOTAL PAYMENTS FOR THIS PERIOD				\$2,216.41	
Other Credits					
06/14	06/14	7469216HN00FP3G5E	SEAGULL BOOK - 0240 OREM UT	24.03	
TOTAL OTHER CREDITS FOR THIS PERIOD				\$24.03	
Purchases, Balance Transfers & Other Charges					
05/23	05/24	2416407GZQ5E99WQP	USPS 49863101434520502 OREM UT		40.80
05/23	05/24	2442733H0LM8FWB2E	MACEYS PROVO PROVO UT		55.49
05/23	05/24	2469218GZ00H8TLXA	LOWES #00178* OREM UT		38.83
05/23	05/24	2471705H04ZMHM2V3	FAMILY PRACTICE CLINIC PROVO UT		5.40
05/24	05/24	2422369H1LEERS4GA	POST MART OREM OREM UT		20.45
05/24	05/24	2478930H2800P3YJZ	RC WILLEY OREM OREM UT		1,361.65

Washer Dryer

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION ABOUT YOUR ACCOUNT

Continued

5235 YXG 1 7 13 140622 0 PAGE 1 of 3 10 5583 2000 C065 C10F5396

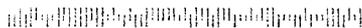
Detach and mail with check payable to Wells Fargo

Account Number 4465 4203 2255 7844
 New Balance \$3,869.70
 Minimum Payment \$39.00
 Payment Due Date 07/17/2014

00390003869700044654203225578442

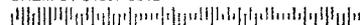
YKG 4

Amount Enclosed



WELLS FARGO CARD SERVICES
 PO BOX 30086
 LOS ANGELES CA 90030-0086

DAVID M DECKER
 NANCY D DECKER
 840 E 900 S
 OREM UT 84097-6612





Orem Store
40 East 1300 South
Orem, UT 84058-7684

801-227-8800
Associate Cell # 801-836-0760
Customer Service 801-227-8860
Delivery 801-596-6950

SALES ORDER

SOLD TO:

DAVID DECKER
2255 ROCK CANYON CIR
PROVO UT 84604-6087

http://www.rcwilley.com
Delivery Address:

DAVID DECKER
840 E 900 S
OREM UT 84097

ORDER #

33567446

DATE

06/24/14

* SHIP LOC:57 RTE: VAL Page: 1

ACCOUNT NO.: 2144726264

STORE: 05

CUSTOMER PHONE NO.	SOLD BY	PAYMENT TYPE	DELIVERY DATE
HOME # 703 713-0001 WORK # 703 713-0000	9553 BRIAN POWERS	CASH	

INSTRUCTIONS

CREDIT
AUTHORIZATION

LINE NO.	SKU	MODEL	DESCRIPTION	STK LOC	QTY	BKO	PRICE	AMOUNT
3261395	KIT .KFIS29PBMS-S/S-3DR	S/S 29'3DR/DLX WHT INT/2-EVAP	Dimensions: H:70 1/8" W:35 3/4" D:33 1/4"	56	1	0	2799.99	2799.99
3675386	KIT .KCMS2255BSS-S/SMIC	S/S 2.2CF/1200W/LED/9-TCH CYC	This item requires assembly by the customer.	56	1	0	549.99	549.99
1725203	KIT .KFGS306VSS-S/SGTOP	S/S 30"GAS COOKTOP/5-BURNER		56	1	0	1049.99	1049.99
3723010	KIT .MK2220AS-S/S30"TRI	S/S 30"TRIM KIT FOR KCMS2255		56	1	0	99.99	99.99
2965348	KIT [KUDC10FXSS-S/S52dB	S/S FUL"CLASSIC"4-CYC/3-OPT DW		62	1	0	649.99	649.99
3313484	KIT .KEBS209BSS-S/SCNVC	S/S 30"DBL-CONVECT/S.C.OVEN		56	1	0	3099.99	3099.99
MERCHANDISE SUB-TOTAL: ADJUSTMENTS: WHP/KIT 10% OFF SALES TAX:								8249.94 -750.00 539.43
TICKET TOTAL:								8039.37
AMOUNT PAID: CHK 12/10/13 VISA 06/24/14								7124.70 -914.67
TOTAL AMOUNT PAID:								-8039.37

The merchandise on this sales order must then be either delivered or picked up within 30 days of its availability.

Your 3 hour delivery time frame will be available after 7:00 PM the night before your delivery via email, www.rcwilley.com or by phone.

I agree to purchase the merchandise listed above at the prices shown. If this transaction is designated as a credit purchase, it is made in accordance with the terms of my R.C. Willey Revolving Charge Account Agreement, including retention of a purchase money security interest in the merchandise listed above. I acknowledge receipt of a copy of this transaction.

TOTAL AMOUNT

0.00

X

CUSTOMER'S SIGNATURE

DATE

DEPOSIT ON ORDER

R.C. WITLEY Home Furnishings
40 East 1300 South
Orem, UT 84058-7684
TELEPHONE: 801-227-8800
Emp Id: 21024

Date 06/24/14 02:48PM
Account#
Name DAVID DECKER
Order# 33567446
Order Amount 8,039.37
Order Amt Pd 914.67

Type VISA
Amount Paid 914.67
Amount Tendered 914.67
Change 0.00

Thank you for shopping at
R.C. WITLEY Home Furnishings

RC WITLEY ORE.
40 EAST UNIVERSITY PARKWAY
OREM, UT 84058
(801) 227-8800

Merchant ID: 000607015097

Ref #: 0010

Sale

XXXXXXXXXXXX7844
VISA Entry Method: Swiped

Total: \$ 914.67

06/24/14 14:49:29

Inv #: 000010 Appr Code: 021922

Transaction ID: 46417319306422

Apprvd: Online Batch#: 000375

Customer Copy
THANK YOU



David Decker 2255 Rock Canyon Cir Provo, UT 84604 Home Phone: 733-733-0001 Email: dd@rcwilley.com	David Decker 840 E 900 S Orem, UT 84097 Home Phone: 801-223-0001 Work Phone: 733-733-0000
--	---

Delivery Date: You will receive a call within 2 business days to schedule delivery.	Order Date: 6/24/14 RC Willey Account: 3344724784 Sold By: 9553 Brian Powers Cell Phone: 801-449-5101 Store: Orem Store 40 East University Parkway Orem UT 84058 Customer Service: 801-223-8700
--	--

Item Description	Quantity	Unit Price	Total Price
KitchenAid 29 Cu. Ft. French Door Refrigerator	1 EA	\$2,799.99	\$2,799.99
KitchenAid 2.2 Cu. Ft. Microwave Oven	1 EA	\$549.99	\$549.99
KitchenAid Gas Cooktop Previous line is a Special Order item. Requires a 20% non-refundable deposit.	1 EA	\$1,049.99	\$1,049.99
S/S 30" TRIM KIT FOR KCMS2255	1	\$99.99	\$99.99

KitchenAid Classic Series Dishwasher	1 EA	\$649.99	\$649.99
KitchenAid 30" Double Wall Oven	1 EA	\$3,099.99	\$3,099.99

Sub-Total \$8,249.94
 Adjustment: WKR10 -\$750.00
 Sales Tax \$539.43
Total Invoice \$8,039.37

Payment: CHK -\$7,124.70
 Payment: VISA -\$914.67

Kristina McVay <kristina.mcvay@rcwilley.com>

4:32 PM (52 minutes ago)

to me

1. Date: 11/25/14 >> RC WILLEY << Ord#: 33972013
 2. Mail-to: 2144726264 3. Ship-to: Store: 05
 DAVID DECKER DAVID DECKER Back-Order:
 2255 ROCK CANYON CIR 2255 ROCK CANYON CIR Trans Code: 00
 A/R: 10
 PROVO, UT 84604 PROVO, UT 84604 Ship Locn: 57
 4. Home Phone: 703 713-0001 11. Mktg Cd1: 18. Chkh: Prt Flag: P
 5. Alt Phone.: 703 713-0000 12. Email: Unsub +-----Totals-
 6. Sales Id.1: 9553 BRIAN POWERS | 14. Sub-Total...: 2680.99
 7. Route: VAL Sched Delv: After Y/N: | 15. Delivery...: 0.00
 8. Expt Delv: 11/25/14 | 16. Adjustment.: -30.00
 9. Ship Instr: | Sales Tax...: 181.60
 | Invoice....: 2832.59
 0. Pay Instr: | 17. Plan: Amt: 0.00
 ----- 13. -----

Ln	Model Number	Stk	Tran	Order	Comtd	B/O	SO	Price	Ext
1.	WHP-4-PC-ELE-S/SKIT	4PC	WHP	S/S	SXS	ELE	PACKAGE		
2.	WSF26C2EXY-S/S-SXS	57		1	1	0*	Y	1259.99	1259.99
3.	WFE510S0AS-S/SERNG	57		1	1	0	Y	640.00	640.00
4.	WMH32519CS-S/S-1.9'	57		1	1	0*		307.00	307.00
5.	WDF520PADM-S/S55dBA	57		1	1	0*		474.00	474.00

1. Whirlpool 4 PC
 elec. Stainless
 Steel Kitch
 2. Fridge
 3. Stove
 4. Microwave
 5. Dishwasher

-----Retail Invoice Inquiry-----

>> RC WILLEY << Date.: 11/25/14
 Bill-to: 2144726264 Ship-to: Ref#:
 DAVID DECKER DAVID DECKER Order: 33972013
 Parent #.: Class...: Trans Code: 00
 Invoices: 33972013 PAY TYP REFERENCE # DATE AMOUNT
 Total Taxble Merchandise: 2650.99 ----- Deposits -----
 Total Commissionable Amt: 2650.99 VISA 7844PHONE 11/21 898.65
 VISA 7844 05/24 299.17
 Merchandise Sub-Total...: 2680.99 CHK 177504 12/10 1634.77
 . Minimum Order Adjustment:
 . Customer Discount Amount:
 . Total Delivery Charge...: 0.00
 . Freight Allowance Amount: 0.00
 . Total Adjustment Chg....: 30.00
 . State Sales Tax Amount.: 124.60 ----- CM on Exchange -----
 . EUT.25083County Sls Tax.: 57.00
 . EUT.25083cipal Sls Tax.: 0.00
 Total Invoice Amount....: 2832.59 ----- Credit -----
 Total Deposits.....: 2832.59
 Total CM on Exchange....:
 Financed Amount.....: 0.00
 Unpaid Amount.....: 0.00
 ----- Transaction Totals Full Display -----

WELLS FARGO



VISA

Account Number
Statement Billing Period
Page 1 of 2

Ending In 7844
11/22/2014 to 12/23/2014

Balance Summary

Previous Balance	\$50.75
- Payments	\$3,500.00
- Other Credits	\$258.48
+ Cash Advances	\$0.00
+ Purchases, Balance Transfers & Other Charges	\$9,168.49
+ Fees Charged	\$0.00
+ Interest Charged	\$0.00
= New Balance	\$5,462.76
Total Credit Limit	\$8,000

24-Hour Customer Service: 1-800-842-4720
 TTY for Hearing/Speech Impaired: 1-800-419-2265
 Outside the US Call Collect: 1-925-825-7600
 Wells Fargo Online™: wells Fargo.com

Send General Inquiries To:
 PO Box 10347, Des Moines IA, 50306-0347

Total Available Credit \$2,537

Payment Information

New Balance	\$5,462.76
Minimum Payment	\$55.00
Payment Due Date	01/17/2015

Send Payments To:
 PO Box 30086, Los Angeles CA, 90030-0086

Late Payment Warning: If we do not receive your Minimum Payment by 01/17/2015, you may have to pay a late fee up to \$35.

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges using this card and each month you pay ...	You will pay off the New Balance shown on this statement in about ...	And you will end up paying an estimated total of ...
Only the minimum payment	22 years	\$11,297
\$187	3 years	\$6,736 (Savings of \$4,561)

If you would like information about credit counseling services, refer to www.usdoj.gov/ust/eo/bapcpa/ccde/cc_approved.htm or call 1-877-285-2108.

Wells Fargo Rewards® Program Summary

Rewards Balance as of: 11/30/2014 60,974

The Rewards Balance is for Rewards ID 60005510280.

This balance may be inclusive of other contributing Rewards accounts. For up-to-date Rewards Balance information, or more ways to earn and redeem your rewards, visit MyWellsFargoRewards.com or call 1-877-517-1358.

Transactions

Trans	Post	Reference Number	Description	Credits	Charges
Payments					
11/28	11/28	7446542NY0A8X6VMR	ONLINE PAYMENT	3,500.00	
TOTAL PAYMENTS FOR THIS PERIOD				\$3,500.00	
Other Credits					
11/24	11/24	7422638NRAFR8E7TN	WAL-MART #1768 OREM UT	12.79	
12/01	12/01	7422638NZAFVN316W	WAL-MART #1768 OREM UT	28.52	
12/11	12/11	7442733PALM8Q0AN9	MACEY'S 8TH NORTH SSS OREM UT	4.11	
12/19	12/19	7449215PM61110RDR	PLATT ELECTRIC 109 LINDON UT	211.06	
TOTAL OTHER CREDITS FOR THIS PERIOD				\$266.48	
Purchases, Balance Transfers & Other Charges					
11/20	11/22	2442733NMLM8BRREJ	MACEY'S 8TH NORTH OREM UT		8.23
11/21	11/22	2478930NP68TETVQ6	RC WILLEY OREM 801-2278800 UT		898.65
11/22	11/22	2416407NN2LR82JP7	TARGET 00017541 OREM UT		185.72

H/O states this is appliances

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION ABOUT YOUR ACCOUNT

Continued

5536 YKG 1 7 15 141223 0 PAGE 1 of 2 10 5582 2000 C00G C1DF5596

Detach and mail with check payable to Wells Fargo

Account Number 4465 4203 2255 7844
 New Balance \$5,462.76
 Minimum Payment \$55.00
 Payment Due Date 01/17/2015

00550005462760044654203225578440

YKG 4

Amount Enclosed



WELLS FARGO CARD SERVICES
 PO BOX 30026
 LOS ANGELES CA 90030-0026

DAVID M DECKER
 NANCY D DECKER
 PO BOX 971361
 OREM UT 84067-1361