

Agenda

Utah Residence Lien Recovery Fund Advisory Board

October 14, 2015 8:15 am
North Conference Room, First Floor
Heber M. Wells Building
160 E. 300 S. Salt Lake City, Utah

This agenda is subject to change up to 24 hours prior to the meeting.

ADMINISTRATIVE BUSINESS

1. Review and approve minutes from previous board meeting
2. Travel reimbursement
3. Introduce new Program Manager, Tracy Naff
4. Introduce & swear in new Board member, Wayne Jarvis

HOMEOWNER CERTIFICATE OF COMPLIANCE APPLICATIONS APPROVED PRIOR TO BOARD MEETING

- a) Daniel & Susan Delahunty, Trustees v Chris Jensen Landscaping Inc
- b) Jeffrey Call v Chris Jensen Landscaping Inc
- c) Brandon & Lindsee Wright v Infinity Builders Inc

HOMEOWNER APPLICATIONS FOR REVIEW

1. **Recommended for Denial and Explanation Required**
 - a) CHRPOL001 Mike Polich v Chris Jensen Landscaping Inc – Tracy
 - b) CUSLIP001 Grant & Callie Lippard v Custom Craft Homes LLC, Jade Design Center, Utah Construction Group LLC - Tracy

CLAIMS FOR REVIEW

1. **Recommended for Approval and Explanation Required**
 - a) LRF-2014-1114-01 Stock Building Supply West Inc v Peachtree Construction LLC (Moffat) - Tracy
2. **Recommended for Denial and Explanation Required**
 - a) LRF-2012-1019-01 BMC West Corporation v Scott Hatch dba Top Line Builders (Bogetich/Jolly) – Tracy
 - b) LRF-2015-0604-01 Creative Woodworks Inc v Inklyne Construction Inc (Fraser/WPH LLC) - Tracy

NEXT SCHEDULED MEETING: December 9, 2015

Note: In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting should notify, Dave Taylor, ADA Coordinator, at least three working days prior to the meeting. Division of Occupational & Professional Licensing, 160 East 300 South, Salt Lake City, Utah 84115, 801-530-6628 or toll-free in Utah only 866-275-3675

MINUTES

**UTAH
RESIDENCE LIEN RECOVERY FUND
ADVISORY BOARD
MEETING**

**July 8, 2015
North Conference Room– 8:15 a.m.
Heber Wells Building
Salt Lake City, UT 84111**

CONVENED: 8:40

ADJOURNED : 9:05

Board Members Present:

Bradley Stevens, Chair
Calvin Bowen, Vice Chair
DeAnna Leahy
Jeff Park

Board Members Absent:

Douglas Darrington
Patty Fullmer

DOPL Staff Present:

Program Manager, Carolyn Dennis
Claims Examiner, Tracy Naff
AG, Sterling Corbett

Guests:

David & Nancy Decker, homeowners
Masood Safae, homeowner

TOPICS FOR DISCUSSION

DECISIONS AND RECOMMENDATIONS

ADMINISTRATIVE BUSINESS:

Review and approve minutes from the
May 13, 2015 Board meeting.

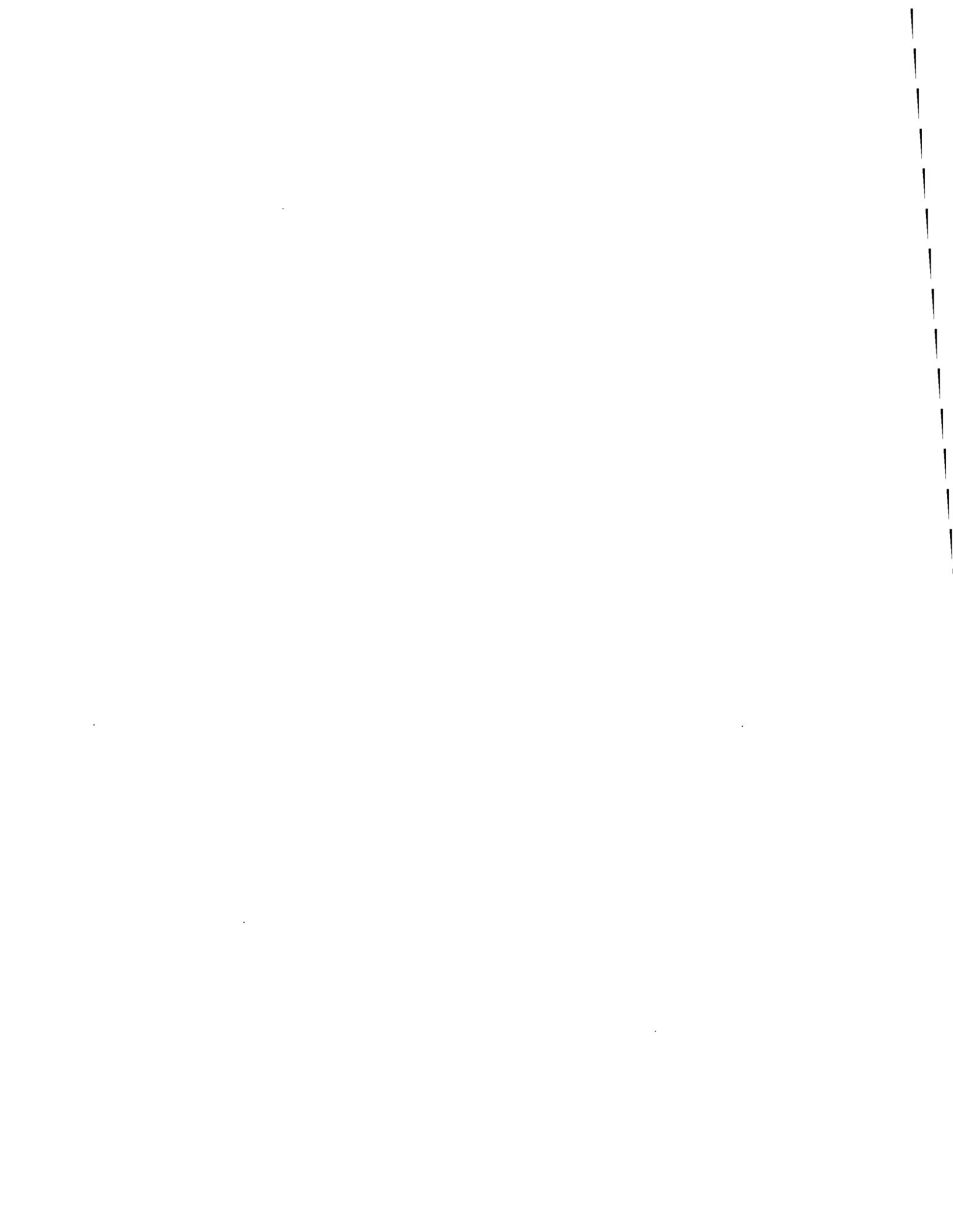
Ms Leahy made a motion to approve the May 13, 2015
Board minutes. Mr Bowen seconded the motion.
Motion passed by unanimous vote.

Homeowner Applications for Review

1. Recommended for Board Review
 - a) SEQDEC001 David & Nancy Decker v Sequoia Builders Inc - Ms Dennis gave a brief explanation of the application. Ms Decker explained payment in full. Mr Decker clarified purchase of the land. Mr Bowen made a motion to approve the application. Ms Leahy seconded the motion. Motion passed by unanimous vote.
2. Recommended for Approval and Explanation Required
 - a) CHRSAF001 Masood Safaee v Chris Jensen Landscaping Inc - Ms Dennis gave a brief explanation of the application. Mr Safaee summarized his experience with the contractor. Ms Leahy made a motion to approve the application. Mr Park seconded the motion. Motion passed by unanimous vote.
 - b) CANEDW001 Nathan Edwards v Canyon River Construction LLC - Ms Dennis gave a brief explanation of the application. Mr Park made a motion to approve the application. Ms Leahy seconded the motion. Motion passed by unanimous vote.
1. Recommended for approval and Explanation Required
 - a) LRF-2015-0306-01 A/C Electric Lighting & Design LLC v Picasso Custom Homes (Campbell) - Ms Dennis gave a brief explanation of the application. Mr Bowen made a motion to approve the application. Mr Park seconded the motion. Motion passed by unanimous vote.
 - b) LRF-2015-0306-02 A/C Electric Lighting & Design LLC v Picasso Custom Homes LLC (McOmber) - Ms Dennis gave a brief explanation of the application. Ms Leahy made a motion to approve the application. Mr Bowen seconded the motion. Motion passed by unanimous vote.

2. Recommended for Approval & No Explanation Required
 - a) LRF-2015-0306-03 A/C Electric & Lighting Design LLC v Picasso Custom Homes LLC (Dixon) - Mr Bowen made a motion to approve the application. Mr Park seconded the motion. Motion passed by unanimous vote.
 - b) LRF-2015-0306-04 A/C Electric & Lighting Design LLC v Picasso Custom Homes LLC (Quist) - Mr Bowen made a motion to approve the application. Mr Park seconded the motion. Motion passed by unanimous vote.
 - c) LRF-2015-0306-05 A/C Electric & Lighting Design LLC v Picasso Custom Homes LLC (Scheid) - Mr Bowen made a motion to approve the application . Mr Park seconded the motion. Motion passed by unanimous vote.
 - d) LRF-2015-0306-06 A/C Electric & Lighting Design LLC v Picasso Custom Homes LLC (Geertsen) - Mr Bowen made a motion to approve the application. Mr Park seconded the motion. Motion passed by unanimous vote.
 - e) LRF-2015-0306-07 A/C Electric & Lighting Design LLC v Picasso Custom Homes LLC (Welch) - Mr Bowen made a motion to approve the application. Mr Park seconded the motion. Motion passed by unanimous vote.

3. Recommended for Denial and Explanation Required
 - f) LRF-2015-0127-01 Landmark Companies Inc v Isrealsen Construction Inc (Wheeler) - Ms Dennis gave a brief explanation of the application. Mr Bowen made a motion to deny the application. Ms Leahy seconded the motion. Motion passed by unanimous vote.



Meeting adjourned 9:05

Note: These minutes are not intended to be a verbatim transcript but are intended to record the significant features of the business conducted in this meeting. Discussed items are not necessarily shown in the chronological order they occurred.

Date Approved (ss) Brad Stevens
Chairperson, Residence Lien Recovery Fund
Advisory Board

Date Approved (ss) Tracy Naff
Program Coordinator, Division of Occupational &
Professional Licensing

Claim Disposition Report

October 5, 2015

Processing Status	Active Pending Action By	Disposition	Number of Claims	
Active	Board		3	0.1%
Active	Claimant		1	0.0%
Active	LRF		1	0.0%
Closed		Denied	565	19.7%
Closed		Dismissed	243	8.5%
Closed		Paid	2,048	71.4%
Prolonged			6	0.2%
Prolonged	Claimant		1	0.0%
Total Claims Filed			2,868	

Applications for Certificate of Compliance Disposition Report

October 5, 2015

Processing Status	Active Pending Action By	Disposition	Number of Apps	
Active	Board		2	0.1%
Active	Director		1	0.1%
Active	Homeowner		3	0.2%
Active	LRF		56	2.9%
Active	LRF	Approved	1	0.1%
Closed		Approved	1187	62.3%
Closed		Denied	562	29.5%
Closed		Withdrawn	86	4.5%
Prolonged			5	0.3%
Prolonged	Homeowner		2	0.1%
Total Applications Filed			1,905	

Summary of Payments

Sorted by Claimant Type

October 5, 2015

Claimant Type	Number of Paid Claims	Total Payments	
Contractor	886	5,202,056.27	40.2%
Laborer	10	17,070.17	0.1%
Other	1	3,001.75	0.0%
Supplier	1151	7,707,084.79	59.6%
Total Paymen	2048	\$12,929,212.97	100.0%

Summary of Payments

Sorted by Nonpaying Party Type

October 5, 2015

Nonpaying Party Type	Number of Paid Claims	Total Payments	
Home Builder	1226	7,902,327.88	61.1%
Other	25	179,357.47	1.4%
Real Estate Developer	72	462,183.51	3.6%
Specialty Contractor	725	4,385,344.11	33.9%
Total Payments	2048	\$12,929,212.97	100.0%

CERTIFICATE OF COMPLIANCE

RECOMMENDED FOR DENIAL

- EXPLANATION REQUIRED -

Application Report

Homeowner Application

Property ID: CHRPOL001

September 29, 2015

Application Examined by: Carolyn

Homeowner: Mike Polich

Homeowners' Attorney:

Original Contractor: Chris Jensen Landscaping Inc

License Number: 7898005

Type: Licensed Contractor

License Issuance Date: 02/09/2011

License End Date: 11/30/2015

Comments:

Attorney:

Abstract and Recommendation

Division's Recommendation: Deny

It is the Division's opinion the evidence submitted fails to meet the applicant's burden of proof. Specifically, the Division finds the applicant failed to meet the statutory requirement of payment in full as required by UTAH CODE ANN. §38-11-204 (4) (b). For this reason, the Division recommends the application be denied.

Factual Review and Analysis

Did Homeowner enter into a written contract with Original Contractor for the performance of qualified services? Yes

The original signed proposal dated 3/29/2014 is for the amount of \$35,697.50 (Exhibit A). Additionally, there is a revised proposal that is not signed for the amount of \$45,790. (Exhibit B).

The second proposal indicates that a deposit of \$30,000 is required. It is the Division's opinion that acceptance of the second proposal is indicated by the payment of the deposit on 4/23/2014 and 6/19/2014, which is prior to any work being performed. (Exhibit C).

Was Original Contractor Licensed on contract date? Yes

Did Homeowner pay Original Contractor in full? No (see comment)

Evidence of full payment: Canceled Checks

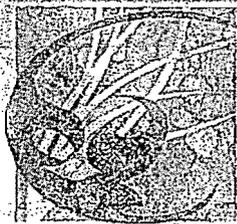
Payment in full documentation from the homeowner totals \$45,000. The total contracted amount was \$45,790. The homeowner states that \$790 credit was issued due to damage done to the property. The homeowner responded to the deficiencies in the application. (Exhibit D). However, the homeowner has not provided evidence to support the payment deficiency.

Does residence qualify as "owner-occupied"? Yes

Exhibit A

Signed Proposal

che 126 31E



CHRIS JENSEN LANDSCAPING

801-718-5001 www.CJLUTAH.com

LANDSCAPE-Hardscapes-Snow removal-Water features-

PROPOSAL with labor

Mike Polich

1 year warranty on everything and 2 years for sprinklers

Bid includes:

Front Cement-\$4920

* Cement flat work in gray with fiber mesh and rebar, about 700sqftx

\$5.00=\$3500

* Road base and compaction-\$700

* Cement curb bumper-4 x \$180=~~\$720~~ X

* Drain in the concrete-One 3' x 3' gravel French drain-\$250

Back cement-\$2725

* Cement flat work in gray with fiber mesh and rebar, 15' x 15' x \$5.00=\$1125

* Walkway from patio to the north back door-4' wide x 40' x \$5=\$800

* Concrete dug up-\$150 X

* Road base and compaction-\$200

* Concrete pump-\$450

Rockwall and 70" steps-\$9840

* Rockwall- about 70' x 8' x \$14=\$7840

* Rock semi cut steps-20 steps x \$100=\$2000

Landscaping-\$2927.50

- * Fabric in the new flowerbeds, 4.8 oz 20 year-1500sqft x \$.50=\$750
- * Mulch, medium soil prep-A lot of it has to be wheel barrowed in 2" thick 10 yards x \$85=\$850
- * Cement curbing 4" tall slant-About 150lnft x \$3.25=\$487.50 *Natural synthetic*
- * Rock boulders for the yard-8 x \$30=\$240
- * Removal of the grass with the skid steer and load it into the dump trailer and hauled away-2 loads x \$300=\$600 *Free*

Sprinklers, drains, soil, grading and sod-\$7475

- * Irrigation system, 2 valves of rotary nozzles on a 1" main x \$1000=\$2000
- * Irrigation system for the Flower beds with micro sprays and drips-1 valves x \$1000
- * RPZ valve and box for clean water-\$500
- * Drains off of the house/down spouts 50' x \$4.00=\$200
- * Topsoil screened mix rough grade and spread-2 loads x \$350=\$700
- * Sand mixed with the soil-\$300
- * Manure, steer mixed in the soil and sand for the nutrients-1 load x \$400=\$400
- * Rough grade, Final grade and hand float rake for a smooth finish for the grass and flowerbed areas-4000 sq. ft. x \$.25=\$1000
- * Sod-about 2500sqft x \$.55=\$1375 *Best price*
- * Rain, freeze sensor for the sprinklers-\$inc

-Low voltage lighting, LED with wire and transformer-\$3000

- * Path 2' tall with a hat-15 path bronze iron x \$150=\$2250
- * Accent up lights-5 x \$150=\$750

-Plants-\$1740

- * Shrubs-30-5 gallon x \$35=\$1050
- * Perennials and grasses-30-1 gallon-\$15-\$450
- Tree root starter-\$4 x 60 packets of PHC-\$240

T/Com

[Handwritten signature]

-Tree list; Total-8-\$2570

1, 10' Karl's fuch cedar x \$50=\$500

3, 8' cork bark firs x \$45=\$1080

2, 1.5" Ornamental trees, Japanese maples, beech, serpentine ect-\$250=\$500

2, 6' weeping deciduous x \$150=\$300

Delivery-\$150

Tree root starter-\$4 x 10 packets of PHC-\$40

Misc-Fuel, repairs, tools shop supplies \$500

Proposed estimate for items above \$35, 697.50

Contractor's license # 7898005-5501

Date given March 25, 2014

Address; 3420 S. 3570 E. SCOTTSDALE

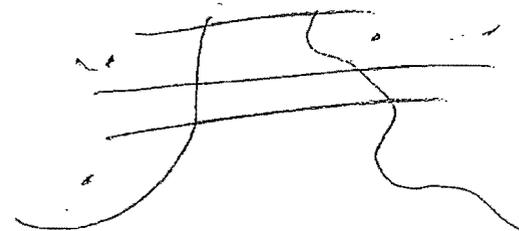
Signature 

mirapolic

Date March 29, 2014

Signature _____

Date _____



Signature _____

Date _____

Extras

-Back Fire pit, sitting walls in pavers-\$

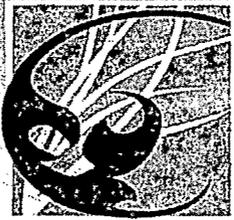
* Raised gas fire pit square-12" wide inside and 5' long x 20" tall with caps with a manual light but not electric=\$2500

* Gas line dug in from the meter-2 guys x 4 hours x \$50=\$400

* Sitting wall-2' tall x 20' long x \$25' with caps all the way on it-\$1000

Exhibit B

Unsigned Proposal



CHRIS JENSEN LANDSCAPING

801-718-5001 www.CJLUTAH.com

LANDSCAPE-Hardscapes-Snow removal-Water features-

metal mesh
wasatch steel

PROPOSAL with labor

Mike Polich-Final

1 year warranty on everything and 2 years for sprinklers

Bid includes;

Front Cement-\$4570

* Cement flat work in gray with fiber mesh and rebar, about 700sqftx
\$5.00=\$3500

* Road base and compaction-\$700

* Wood curb bumper-4 x \$30=\$120

* Drain in the concrete-One 3' x 3' gravel French drain-\$250

Back cement-\$2095

* Cement flat work in gray with fiber mesh and rebar, 15' x 15' x \$5.00=\$1125

* Walkway from patio to door in concrete squares 2' x 2'wide x 40' x \$4=\$320

* Road base and compaction-\$200

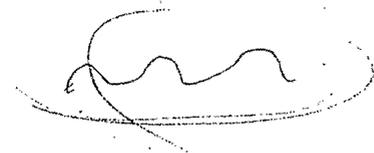
* Concrete pump-\$450

Rockwall and rock steps-\$10140

* Rockwall- about 70' x 8' x \$14=\$7840

* Rock semi cut steps-20 steps x \$100=\$2000

* Fill dirt-\$300



Landscaping front and back-\$4865

- * Fabric in the new flowerbeds, 4.8 oz 20 year-2500sqft x \$.50=\$1250
- * Mulch, medium soil prep-A lot of it has to be wheel barrowed in 2" thick 15 yards x \$85-\$1275
- * Bender board 4" -About 300lnft x \$3.00=\$900
- * Rock boulders for the yard-8 x \$30=\$240
- * Removal of the grass with the skid steer and load it into the dump trailer and hauled away-4 loads x \$300=\$1200

Sprinklers, drains, soil, grading and sod for the front-\$7475

- * Irrigation system, 2 valves of rotary nozzles on a 1" main x \$1000=\$2000
- * Irrigation system for the Flower beds with micro sprays and drips-1 valves x \$1000
- * RPZ valve and box for clean water-\$500
- * Drains off of the house/down spouts 50' x \$4.00=\$200
- * Topsoil screened mix rough grade and spread-2 loads x \$350=\$700
- * Sand mixed with the soil 1 load-\$300
- * Manure, steer mixed in the soil and sand for the nutrients-1 load x \$400=\$400
- * Rough grade, Final grade and hand float rake for a smooth finish for the grass and flowerbed areas-4000 sq. ft. x \$.25-\$1000
- * Sod-about 2500sqft x \$.55=\$1375
- * Rain, freeze sensor for the sprinklers-\$inc

Sprinklers, drains, soil, grading and sod for the back-\$3400

- * Irrigation system, 1 valve of rotary nozzles on a 1" main x \$1000
- * Irrigation system for the Flower beds with off of the front drip-1 valve=\$400
- * Drains off of the house/down spouts 50' x \$4.00=\$200
- * Topsoil screened mix rough grade and spread-1 load x \$350
- * Rough grade, Final grade and hand float rake for a smooth finish for the grass and flowerbed areas-2500 sq. ft. x \$.25-\$625
- * Sod-about 1500sqft x \$.55=\$825

Trampoline in the back -\$3000

- * 14' round tramp with a ring, fabric and bark under the tramp-\$2300
- * Move the dirt to the drive way fill dirt-\$250
- * Add bark around the tramp with fabric-\$450

Minus-\$3440

- * Wood curb bumper-4 x \$30=\$120
- * Walkway from patio to door in concrete squares 2' x 2' wide x 40' x \$4=\$320
- Trampoline in the back -\$3000
- * 14' round tramp with a ring, fabric and bark under the tramp-\$2300
- * Move the dirt to the drive way fill dirt-\$250
- * Add bark around the tramp with fabric-\$450

Add-\$4642

-Added fill dirt because we didn't use the tramp fill dirt for behind the rock wall, 2 loads-\$690

-Drain from the front to the back in a 3' x 3' drain, gravel fabric and pipe so it doesn't flood the neighbors-\$350

-Back patio-5' x 5' x \$5.00 road base and compaction-\$100=\$225

-Walkway from patio to door in concrete squares, 4-4' x 4' wide x \$5=\$320

-Back patio walk out pad monolithic-48sqft x \$6=\$240

-Front extra concrete-\$537 RV

***Total concrete on the bid 1085 the ending amount is 1572

-Saw cut the curb-\$180

-Flagstone front walkway and side flat stone-\$800

-window well drain with cobblestone and fabric with it dugout-\$350

-Extra rocks for retaining and north side installed-\$150

-Concrete pieces for the walkway in the back-labor only-\$200

-Trees for the side yard left of the neighbors-\$600

Not charging for changing the grass by adding sprinklers and going under the sidewalk—Putting the tramp up—Shed area—extra mulch—adding little drain and pipe by the existing concrete—fix the wall—Footings for the deck with concrete

-Low voltage lighting, LED with wire and transformer-\$3000

* Path 2' tall with a hat-15 path bronze iron x \$150=\$2250

* Accent up lights-5 x \$150=\$750

-Plants front and back-\$2740

* Shrubs-50-5 gallon x \$35-\$1750

* Perennials and grasses-50-1 gallon-\$15-\$750

Tree root starter-\$4 x 60 packets of PHC-\$240

-Tree list; Total-16-\$4005

Front-

1, 10' Karl's fuch cedar x \$50=\$500

3, 8' cork bark firs x \$45=\$1080

2, 1.5" Ornamental trees, Japanese maples, beech, serpentine ect-\$250=\$500

2, 6' weeping deciduous x \$150=\$300

2, fruit trees-100=\$200

Back-

1, 10' karls fuch-\$500

5, 1.5" deciduous x \$185=\$925

Delivery-\$150

Tree root starter-\$4 x 10 packets of PHC-\$40

Misc-Fuel, repairs, tools shop supplies \$500

Proposed estimate for items above; \$45, 790

Contractor's license # 7898005-5501

Date given April 17, 2014

Estimate amount-\$45, 790

Deposits-\$30, 000

Remain-\$15, 790

Minus-\$3440

Extras-\$4642

Total due-\$16, 992

\$750 damages
done to the
deck

Exhibit C

Canceled Checks



View Check Copy

Check Number	Date Posted	Check Amount	Account Number
4029	04/25/14	\$15,000.00	Jovanika LLC Checkin XXXXXX1839

4029

JOVANIKA LLC
MIKE POLICH OWNER
2733 EAST PARLEYS WAY STE. 202
SALT LAKE CITY, UT 84109
801-815-6453

4-23-14 Date

Pay to the Order of Chris Jensen Landscaping \$15,000.00
Fifteen Thousand and 00/100 Dollars

WELLS FARGO BANK, NA

For 3570 Landscaping

⑆ 124002971⑆ 8609881839⑆ 4029

<124301025> 3100020005 04-25-2014

CHRIS JENSEN LANDSCAPING, INC.
11101722
FOR DEPOSIT ONLY
Bank of American Fork
124301025

Equal Housing Lender

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View Check Copy

Check Number	Date Posted	Check Amount	Account Number
4032	06/26/14	\$10,000.00	Jovanika LLC Checkin XXXXXX1839

JOVANIKA LLC
 MIKE POLICH OWNER
 2733 EAST PARLEYS WAY STE. 202
 SALT LAKE CITY, UT 84109
 801-815-6453

Date: 6-19-14

Pay to the Order of: Chris Jensen Landscaping

Ten thousand & no/100ths

\$ 10,000

Dollars

WELLS FARGO BANK, NA

For Landscaping

4032

⑆ 24002971⑆ 8809861839⑆ 4032

00460830000800

Chris Jensen Landscaping
 Deposit
 11/19/22

Equal Housing Lender

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View Check Copy

Check Number	Date Posted	Check Amount	Account Number
1035	09/08/14	\$10,000.00	Jovanika LLC Checkin XXXXXX1839

4035

JOVANIKA LLC
MIKE POLICH OWNER
2739 EAST PARLEYS WAY STE. 202
SALT LAKE CITY, UT 84109
801-915-8453

9-5-14 Date

Pay to the Order of Chris Jensen \$10000

Ten thousand 00/100 Dollars

WELLS FARGO BANK, NA
W/NOT CLEAR

For Land Supply

⑆ 24002971⑆ 8609861839⑆ 4035

Check. Member's Charge Check. 1-855-335-8131 www.wellsfargo.com

00461860036200

461860036200 09-08-2014
>124301025<
Bank of American Fork
American Fork UT

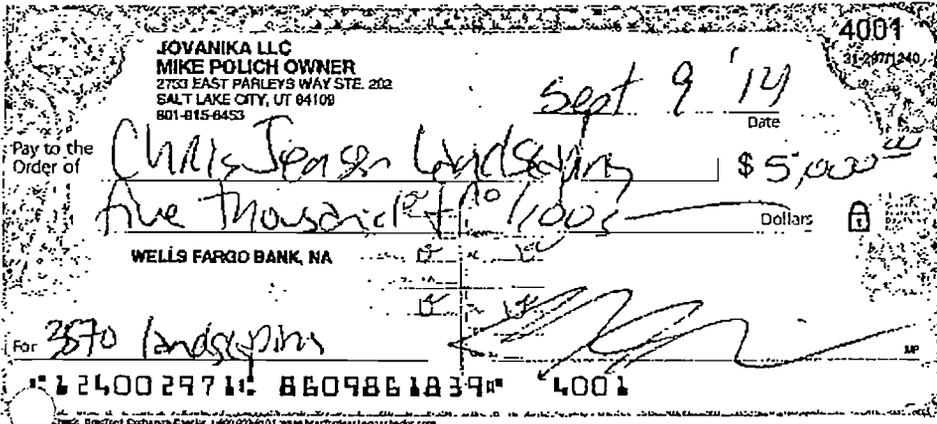
110722
Chris Jensen
Land Supply

Equal Housing Lender

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View Check Copy

Check Number	Date Posted	Check Amount	Account Number
1001	09/12/14	\$5,000.00	Jovanika LLC Checkin XXXXXX1839



Chris Jensen Landscaping
 1161722
 Endorserment Guaranteed by
 Bank of American Fork
 Signature & Title
 Jovanika - ENDED

Equal Housing Lender

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Exhibit D

Homeowner Response

June 23, 2015

Dear Carolyn,

This letter is in response to your letter dated May 27th 2015. In that letter you stated 2 separate deficiencies and those are addressed below and with the additional attachments included with this letter. The attachments should be sufficient but hopefully the explanations below help as well.

Issue #1: Written Contract.

The written contract is included. As per Subsection 38-11-204(4)(a)(i), the written contract has (a) an offer or agreement conveyed for qualified services that will be performed in the future; (b) an acceptance of the offer or agreement conveyed prior to the commencement of any qualified services; and (c) identification of the residence, the parties to the agreement, the qualified services that are to be performed, and an amount to be paid for the qualified services that will be performed.

Your letter stated that the total amount paid was substantially less than what was listed in the March 25, 2015 written contract. That is incorrect. I paid more than the \$35,697.50 agreed to in that written agreement.

The final invoice dated April 27th, 2014 was the finished invoice. In this decade I only had one project with Chris Jensen Landscaping. It was this address at 3420 South 3570 East. As you stated the total deposits and payment in full documents I provided do appear to support the second, final proposal. Total contract amount: \$45,000.00. Total amount paid: \$45,000.00.

Jovanika LLC Organizational Articles are included showing Mike Polich as the sole owner.

Issue #2: Affidavit of Compliance.

There was a misunderstanding on the questionnaire. I do intend to occupy the property as my primary residence sometime in the future but I have never resided there. You wanted to know when my tenant originally occupied the property. I changed the affidavit to reflect the commencement date of the original lease with my initial tenant. I believe he moved in shortly there after. The updated affidavits have been signed and notarized.

I hope this clears up any misunderstandings so I can get the lien removed and refinanced. Please let me know if you have any additional questions.

Sincerely,

Mike Polich

BEFORE THE DIVISION OF OCCUPATIONAL AND PROFESSIONAL LICENSING
OF THE DEPARTMENT OF COMMERCE
OF THE STATE OF UTAH

IN THE MATTER OF THE APPLICATION
FOR A CERTIFICATE OF COMPLIANCE
ON THE RESIDENCE OF

Mike Polich / Jannike LLC
(Homeowners' Name)

AFFIDAVIT OF COMPLIANCE,
CERTIFICATION, AND RELEASE OF
INFORMATION

LOCATED AT 3420 S. 3570 E

(Address, City, and State of the property)

SLC UT 84109

STATE OF UTAH)

COUNTY OF Salt Lake)

:SS.

I, Mike Polich, being first duly sworn state as follows:
(Name of person completing application)

1. I am authorized to sign this affidavit for the homeowner described and identified in this application.
2. The information contained in this application and the supporting documents are free from fraud, misrepresentation, or omission of material fact.
3. I will ensure that any information subsequently submitted to DOPL in conjunction with this application and/or its supporting documents will meet the same standard set forth above.
4. I understand that homeowners and/or their representatives who report false information, withhold information, or present false or misleading documentation pertinent to an application in order to receive a Certificate of Compliance from the Lien Recovery Fund to which they are not entitled will be disqualified from receiving said Certificate and may be subject to both criminal prosecution and civil penalties.
5. I understand that this application will be classified as a public record and will be available for inspection by the public except with regard to the release of information which is classified as controlled, private, or protected under the Government Records Access and Management Act or restricted by other law.

6. Type of Residence: (check the appropriate box)
- Detached single family dwelling
 - Duplex (single building with two separate living units)
 - More than two living units in building
7. Date construction of the project was complete: (check one box & fill in date)
- Certificate of Occupancy Date / /
 - Final Inspection Date / /
 - No substantial work left to complete Date / /
 - Original contractor was terminated Date 9/9/14
8. Date the residence was/will be occupied: (check one box & fill in date)
- Do not intend to occupy
 - Have occupied the residence since Date 5/1/14
 - Will occupy the residence on Date / /
9. How the residence is/will be used: (check the appropriate box)
- Owner's primary residence
 - Owner's secondary residence
 - Tenant or Lessee's primary residence
 - Tenant or Lessee's secondary residence
 - Other (explain) _____

I hereby authorize all persons, institutions, governmental agencies, employers, or any others not specifically included in the preceding characterization, which are set forth directly or by reference in this application, to release to the Division of Occupational and Professional Licensing, State of Utah or the Residence Lien Recovery Fund Advisory Board, any files, records or information of any type reasonably required for the Division of Occupational and Professional Licensing or the Board to properly evaluate my application:

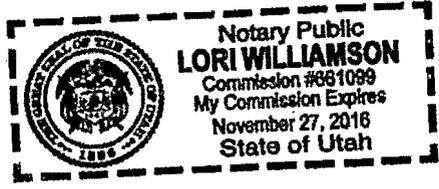
[Signature]
 Signature of Affiant (sign here)

6/26/15
 Date

Subscribed and sworn to before me this 26th day of June, 2015.

[Signature]
 Signature of Notary Public

(SEAL)



State of Utah

DIVISION OF OCCUPATIONAL & PROFESSIONAL LICENSING

160 East 300 South, P.O. Box 146741
Salt Lake City, Utah 84114-6741
Telephone (801) 530-6628
www.dopl.utah.gov

Affidavit of Compliance

Mike Polian

Address of Property against which Lien was filed: 3420 S. 3570 East

City: Salt Lake City, State: UT Zip: 84109

Telephone: (801) 915-6453 Email: Your Coach Mike@gmail.com

Is the address listed above the same as your mailing address? Yes No

If "no," please provide your complete mailing address: 2733 E Parkway

Suite 202 SLCC UT 84109

Tax Parcel Number (found on your annual property tax notice): 16-25352-003-0000

Checklist

- \$30 non-refundable application fee
- Original Affidavit of Compliance
- Attach a list of all known subcontractors and suppliers
- A copy of this checklist

Submit the above items to one of the following:

By U.S. Mail	DOPL / LRF PO Box 146741 Salt Lake City, Utah 84114-6741
In Person or Express Mail	160 East 300 South 1st Floor Salt Lake City, Utah 84111

For Questions or Other Information

Direct: (801) 530-6628 • Toll-free: (866) 275-3675 (Utah only) • e-mail: lrf@utah.gov

Additional Requirement

- Send a copy of this application and all attachments by certified mail, return receipt requested, to all lien claimants and the party with whom you contracted

DIVISION OF OCCUPATIONAL AND PROFESSIONAL LICENSING
OF THE DEPARTMENT OF COMMERCE
OF THE STATE OF UTAH

APPLICATION FOR
CERTIFICATE OF COMPLIANCE ON THE
BEHALF OF
Mike Polich Services LLC
located at: 3420 S 3570 East
City Salt Lake City UT Zip 84109
Tax Parcel Number: 16-25352-003-000

AFFIDAVIT OF COMPLIANCE

I, Mike Polich, being first duly sworn state as follows:

1. The information contained in this application and the supporting documents are true and correct and I will ensure that any information subsequently submitted in conjunction with this application will meet the same standard.
2. I understand that it is my responsibility to read and understand all statutes and rules pertaining to my application for Certificate of Compliance.
3. I entered into an oral or written contract on 3/29/14 for service, labor, or materials with:
Chris Jensen Landscaping
and the general contract, including all changes and additions, totaled: \$ 45,790
4. The following entities have demanded payment for service, labor or materials associated with the general contract: (attach separate sheet if needed)
Mountain States Supply LLC
5. The residence is a single family dwelling or duplex and contains no more than two separate living units. [Utah Code Ann. § 38-11-102 (22)]
6. The residence is occupied by me or my tenant or lessee as a primary or secondary residence and was occupied within 180 days from the date of the completion of the construction on the residence. [Utah Code Ann. § 38-11-102 (18)]

[Signature]

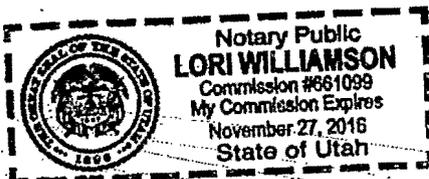
6, 26, 15

Signature of Affiant

Date

Subscribed and sworn to before me this 26th day of June, 2015

(SEAL)



[Signature]
Signature of Notary Public

AMENDED ARTICLES OF ORGANIZATION
OF
JOVANIKA, LLC

RECEIVED
JUN 17 2013
Utah Div. Of Corp. & Comm. Code

JBB

06-17-13A09:54 RCVD

The undersigned person, being 18 years of age or older and acting as organizer pursuant to the Utah Revised Limited Liability Company Act (the "Act"), hereby adopts the following Amended Articles of Organization this 17th day of June 2013 for the purpose of forming a limited liability company under the Act.

ARTICLE I

The name of the limited liability company is Jovanika, LLC (the "Company").

ARTICLE II

The Company shall terminate on the earlier of ninety-nine years from the date of its creation, or as provided in the Act.

ARTICLE III

The Company is organized to transact any and all businesses for which limited liability companies may be formed under the Act.

ARTICLE IV

The name of the Company's initial registered agent and the address of the Company's initial registered office in the State of Utah are:

Arthur Van Wagenen
10442 South Silver Mountain Dr.
Sandy, Utah 84094

ARTICLE V

The address of the Company's designated office where the records required by Section 48-2c-12 of the Act shall be kept is:

2733 East Parley's Way, Suite 202
Salt Lake City, UT 84109

ARTICLE VI

The Company will be managed by a manager. The name and address of the initial

Date: 06/17/2013
Receipt Number: 5241645
Amount Paid: \$37.00

3

6

3

Name

Address

Arthur VanWagenen

10442 S. Silver Mtn. Dr.
Sandy, UT 84094

ARTICLE VII

The names and addresses of the initial members, whose interests and rights will be governed by the Company's operating agreement are:

Michael Polich

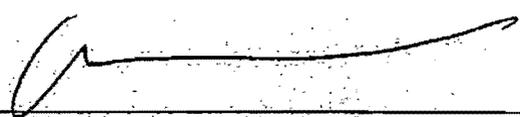
3501 S. Kirk Circle,
Salt Lake City, UT 84106

ARTICLE VIII

The name and address of the organizer is:

Arthur VanWagenen
10442 S. Silver Mountain Dr.
Sandy, Utah 84094

By signing these Amended Articles of Organization, the undersigned declares, under penalty of perjury, that the Company has one or more members, that the persons named as managers herein have consented to serve as managers of the Company, and that at or prior to the filing of these Amended Articles, a writing has been prepared to be held with the records of the Company that sets forth the name and street address of each initial member and the name and street address of each initial manager of the Company.



Arthur VanWagenen, Organizer

REGISTERED AGENT ACCEPTANCE

The undersigned, the entity named in the foregoing Amended Articles of Organization as the registered agent of the Company, consents to such appointment this 17th day of June, 2013.

Application Report

Homeowner Application

Property ID: CUSLIP001

September 29, 2015

Application Examined by: Dane

Homeowner: Grant & Callie Lippard

Homeowners' Attorney: N/A

Original Contractor: Custom Craft Homes LLC

License Number: 8785289

Type: Licensed Contractor

License Issuance Date: 10/25/2013

License End Date: 11/30/2015

Comments:

The homeowner has listed Custom Craft Homes as the original contractor on the application. Custom Craft Homes, Jade Design Center and Utah Construction Group are listed on the contract.

Attorney:

Abstract and Recommendation

Division's Recommendation: Deny

UTAH CODE ANN. § 38-11-204 (4) (b) requires an applicant to show that:

the owner has paid in full the original contractor licensed or exempt from licensure under Title 58, Chapter 55, Utah Construction Trades Licensing Act, real estate developer, or factory built housing retailer under Subsection (4)(a) with whom the owner has a written contract in accordance with the written contract and any amendments to the contract

The evidence submitted by the Applicant does not show that the original contractor received any payment from Applicant as required by UTAH CODE ANN. § 38-11-204 (4) (b).

Factual Review and Analysis

Did Homeowner enter into a written contract with Original Contractor for the performance of qualified services? Yes

The homeowners provided a contract with Custom Craft Homes, Jade Design Center and Utah Construction Group LLC. (Exhibit A)

Was Original Contractor Licensed on contract date? Yes

A thorough search of Division records shows that Custom Craft Homes and Jade Design Center were not licensed at the time the contract was entered. Utah Construction Group does hold a valid Utah contractors license and was licensed at the time the contract was entered. Utah Construction Group responded with a statement that they were not aware of the contract agreement with the homeowner (Exhibit B). Utah Construction Group disassociated from Custom Craft Homes and Jade Design on August 7, 2013, well after the contract was entered (Exhibit C). It is the Divisions opinion that the homeowner entered a contract with a licensed contractor.

Did Homeowner pay Original Contractor in full? No (see comment)

Evidence of full payment:

The homeowners have provided no evidence that payments were made to the original contractor, Utah Construction Group LLC (Exhibit D), therefore the homeowners have failed to establish they have paid the original contractor in full. In addition, Custom Craft Homes responded, claiming that the homeowner owes Custom Craft Homes \$117,059.43, and attempts at mediation have failed. (Exhibit E).

Does residence qualify as "owner-occupied"? Yes

Exhibit A

Written Contract



NEW CONSTRUCTION AND HOME PLAN AGREEMENT

THIS AGREEMENT, executed by and between Custom Craft Homes, Jade Design Center and Utah Construction Group ("Builder"), which agrees to build, and Grant and Callie Lippard ("Buyer"), presently residing 448 Concho way City: Lehi, State: UT, Zip: 84043, and Phone: work (801) 513-2585, home () who agrees to enter into a Building contract with Custom Craft Homes, described real property, located at 5058 N. Grey Hawk Dr. Subdivision Traverse Mountain also known and numbered as tax id 38369000 according to the recorded plat or map thereof recorded in: Utah County, together with improvements to be constructed thereon substantially in accordance with Plan Name/No/Elev: see 'exhibit A' attached plus any optional items or extras hereinafter itemized (the "Property"), pursuant to the terms and conditions herein set forth.

1. **Purchase Price.** The purchase price for the lot and build job is See addendum/TBD which is the sum of the cost of the items and upgrades noted on on Addendum #1. The total purchase price for construction shall be payable by Buyer to Builder as follows:
 - a. The sum of \$7000 Dollars as construction and home plan deposit ("Deposit") and part payment of the purchase price for the Build Job, shall be paid upon the execution of this Agreement by Buyer, Buyer hereby acknowledges and agrees that the Deposit (i) if in the form of cash, shall be delivered to Builder; or (ii) if in the form of a check or money order, shall be made payable to the order of Jade Design LLC. and delivered to Builder. Further, Buyer acknowledgejjs and agrees that the Deposit may be used by Builder for starting home plans, consultation, and as Earnest money for lot purchase or as otherwise provided in the next succeeding sentence, in connection with the construction of the Property or for general corporate purchases. The Deposit, notwithstanding the right of Builder to use the same in connection with the construction of the Property or for general corporate purposes granted to Builder in the preceding sentence, shall be held by Builder, free from claims of creditors of Buyer. CONSTRUCTION and HOME PLAN DEPOSIT IS NON-REFUNDABLE.
 - b. The sum of \$7,000 Dollars shall be paid upon the execution of this Agreement by Buyer, receipt of which is subject to collection.
 - c. If Buyer elects to obtain a survey or is required to have a survey of the Property, Buyer shall pay the actual and reasonable cost of such survey, which cost shall not be part of the Purchase Price.
 - d. Buyer and Builder acknowledge Buyer is responsible to obtaining financing and will be responsible efforts for financing. The buyer acknowledges they will be responsible to pay Title Guarantee any and all closing costs (a closing fee, document preparation fee, and administrative fee to any title insurance company closing this transaction) shall be paid in cash, wire transfer or by certified or cashier's funds, at the time of closing. Buyer is responsible for costs associated with funding which may include both construction loan and long-term loan fees, points, origination, appraisal, underwriting, etc.
 - e. Buyer is responsible for fees which may be incurred in building or planning before construction loan is funded not limited to but including architectural drawings, engineering, city application fees, staking, etc.



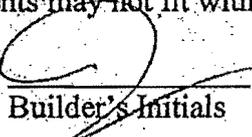
2. **ADDITIONAL TERMS.** See addendum #1, Exhibit 'A' and Plans (w/sq. ft estimate)
3. **CONSTRUCTION COMPLIANCE.** Construction of the Residence shall be in accordance with the standards and requirements of all applicable Federal, State, and Local governmental laws, ordinances and regulations, and in compliance with restrictive covenants applicable to the lot. If any regulatory requirements for construction of the home change during the course of construction and result in an increase in the costs of labor and/or materials, the Builder reserves the right to adjust the purchase price for the home to correspond with such regulatory changes. In such event, the Builder 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). Buyer acknowledges and agrees that Builder reserves the right to make changes or substitutions in the construction of the home: (i) as may be required, authorized, or approved by any governmental entities or agencies having jurisdiction thereover, including the Veterans Administration; or (ii) as Builder may deem appropriate provided such change does not impair the quality of construction.

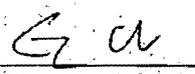
UNAVOIDABLE DELAY. In the event the Residence is not Substantially Complete by the date provided in this agreement due to interruption of transport, availability of materials, strikes, fire, flood, weather, governmental regulations, acts of God, or similar occurrences beyond the control of the Builder,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

INSURANCE. During the period of construction and until certificate of occupancy, the Builder shall maintain in full force and effect, at the Buyers expense, an all-risk insurance policy for the full replacement value of all completed portions of improvements included in the home; 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 \$, with Buyers named as additional insured to be indemnified against any and all accidents, injuries, or loss of any worker or visitor to site.

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 will 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 Builder 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.

Buyer acknowledges and agrees that notwithstanding the foregoing, due to restrictions outside of Builder's control, improvements may not fit within the Property. Buyer agrees that if Builder determines


Builder's Initials


Buyer's Initials



or is notified that the improvements cannot be constructed upon the Property, Builder shall have the right without liability to Buyer or any third party, to terminate the agreement, whereupon Builder shall cause the unused portion of the deposit and all other sums paid by Buyer to Builder to be returned to Buyer and both Parties shall be released herefrom.

4. **Changes to Plans.** Buyer agrees that no change of plans or specifications desired by Buyer shall be binding upon Builder unless said changes are made in writing on Builder's Work Order or Upgrade Form signed by Buyer and Builder approves said changes in writing. The cost of any such changes shall be non-refundable, and shall be paid by Buyer in cash or by certified or cashier's funds upon execution by Buyer and acceptance by Builder of such Work Order or Upgrade Form.
5. **Insulation of Premises.** Buyer hereby acknowledges pursuant to Section 460.16 of the Federal Trade Commission Regulations regarding labeling and advertising of home insulation, that the following types, thickness and R-Values of insulation shall be installed in the following locations of the Premises and/or Unit at the time of closing:

Location	R-Value	Thickness	Type
Perimeter Walls	19	TBD	TBD
Flat Ceiling	50+	TBD	TBD
Vaulted or Cathedral	N/A		

R-Value means the resistance of insulation to heat flow. The higher the R-Value, the greater the insulating power. Builder has not made its own independent determination of the R-Value of this insulation and solely relies upon the R-Value data provided to it by the manufacturer thereof. Builder reserves the right to substitute a different type of insulation and/or insulation of a different thickness and/or insulation with a different R-Value in the premises and/or unit, provided however, that Builder shall provide Buyer with a disclosure sheet setting forth the type, thickness, and R-Value of the insulation that will be installed in each part of the premises and/or unit as soon as this information is available to the Builder and must be acceptable to Buyer. Such acceptance will not be unreasonably rejected by Buyer.

6. **Confirmation of Agency Disclosure.** Buyer acknowledges the following agency relationships in this transaction.

The Builder's Agent: James Graham Best Utah Real estate

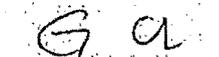
Builder Buyer Both Buyer and Builder as a Limited Agent

The Buyer's Agent, Grant Lippard of Jet Realty, represents

Builder Buyer Both Buyer and Builder as a Limited Agent

7. **Radon Gas Disclosure and Release.** The Utah Department of Health and the United States Environmental Protection Agency (the "EPA") have detected elevated levels of naturally occurring radon gas in certain residential structures throughout Utah. The EPA has voiced concerns about the possible adverse effects on human health from the long-term exposure to high levels of radon gas. The

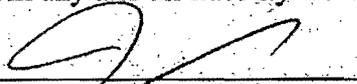

Builder's Initials


Buyer's Initials

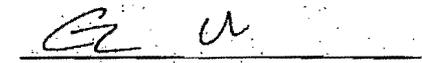


Buyer is hereby advised that Builder is not qualified and has not undertaken to evaluate all aspects of this very complex issue and that with respect to the real property which is the subject of this Purchase and Sales Agreement (the "Home"), Builder has made no representation or warranty, express or implied, concerning the presence or absence of radon in the soils beneath or adjacent to the Home or within the Home prior to, on, or after Closing Date. Furthermore, the Builder recommends that Buyer, at its sole expense, conduct its own investigation and consult with such experts as the Buyer deems appropriate, in order to determine the level of radon gas in the Home and appropriate mitigation measures, if applicable.

By signing below, the Buyer hereby acknowledges that he/she has read the foregoing disclosure and fully understands its content. The Buyer also hereby acknowledges that he/she has received a copy of the EPA's pamphlet, titled "A Citizen's Guide to Radon." and / or "Home Buyer's and Builder's Guide to Radon." Finally, the Buyer, for himself/herself and his/her successors and assigns, hereby releases the Builder from any and all liability with respect to the matters discussed in the foregoing disclosure.



Builder's Initials



Buyer's Initials

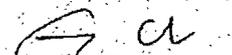
8. **Color Selection.** Buyer agrees to select, in writing, using Builder's forms provided for such purpose and at such location designated by Builder, all colors for carpet and floor coverings, and to choose all other items which are optional within five (5) business days of request of Jade Design LLC, and the date hereof. In case any item or color is unavailable Buyer shall select a comparable item within five (5) business days after receipt of notice from Builder or Builder's agent of such unavailability. Buyer agrees that upon Buyer's failure to make any choice afforded within the appropriate time limits builder may make such choices for Buyer and the same shall be binding upon Buyer, below if Buyer's failure to make any choice afforded within the appropriate time limits results in a delay in the construction schedule for completion of the improvements to the home.

Buyer hereby agrees to pay to Builder, upon request, the total cost of any extras or options and understands that installation of these extras or options will not be commenced until payment is received by Builder, unless otherwise specified in writing. Buyer hereby agrees that in the event Buyer does not close on the home for any reason, other than Builder's default, Builder shall retain all amounts paid by Buyer and/or any amounts due and owing by Buyer, which shall immediately be due and payable, for the extras and/or options ordered as liquidated damages and Buyer shall have no right, title or interest in such extras and/or options ordered. Notwithstanding the foregoing, any and all items for which Buyer has paid Builder shall become the property of the Buyer.

9. **Closing.** Closing shall be held after the completion of the improvements on the home, as evidenced by the issuance of a final or temporary Certificate of Occupancy or Final Inspection by an appropriate governmental agency and Builder's determination, along with Buyer's approval that the improvements are complete, and provided that Buyer has obtained loan approval pursuant to financing terms, if applicable. Possession of the Property shall be delivered to Buyer upon recordation of the applicable closing documents and funding of Buyer's loan, if applicable. Buyer agrees not to deliver any personal possessions including furnishings to the home until Buyer takes possession after the recordation and



Builder's Initials

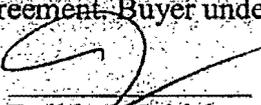


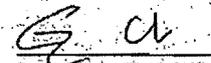
Buyer's Initials



closing. Builder agrees to proceed with all reasonable diligence to erect the improvements on the home and to complete construction thereof within eight (8) months after Builder's acceptance hereof, except for delays caused by any conditions which would be legally supportable in the jurisdiction where the Property is being erected as impossible of performance for reasons beyond the control of Builder, including, but not limited to weather, war, acts of aggression, acts of terrorism, strikes or material shortages, or acts of God. In the event Builder fails to complete construction within the period set forth herein due to causes of the nature set forth herein, the time of delay will be added to the completion period.

10. **Notice of Completion and Walk-through.** Prior to closing, Builder shall notify Buyer that the improvements have been completed in accordance with this Agreement. The date, hour and place of closing (the "Closing Date") shall be designated by Builder in a verbal or written notice to Buyer. subsequent to receipt of such notice Buyer shall completely inspect the Property with an agent of Builder at a time designated by Builder. Buyer and an agent of Builder shall agree upon, by completion of a written form, those items that will be repaired by Builder within a reasonable time after closing. Buyer shall upon execution of such form accept the improvements and acknowledge that they were constructed pursuant to this Agreement, except as set out in said written form. If Buyer and the agent of Builder cannot agree on which items Builder will repair, Buyer shall be in default of this Agreement and Builder shall be entitled to its remedies as provided herein. Inspection and punch list items shall be repaired prior to closing and final payment.
11. **Prohibition Against Assignment.** This agreement is personal to Buyer and shall not be assigned by Buyer without the prior written consent of Builder. Builder shall not assign this agreement without prior written consent of Buyer.
12. **Inspection of Premises.** Buyer shall not inspect the Property unless accompanied by an authorized agent of Builder. Buyer also agrees that the direction and supervision of the workers on the Property, including subcontractors, rest exclusively with Builder, and Buyer agrees not to issue any instruction to or otherwise interfere with such workers. Buyer further agrees not to contract with Builder's subcontractors or to engage other builders or subcontractors except with Builder's discretionary written consent, and then only in such a manner as will not interfere with Builder's completion of the improvements pursuant to this Agreement. Buyer agrees not to modify any portion of the property or any improvements thereon or thereto prior to closing, without permission of Builder, which permission will not be unreasonably denied.
13. **Construction Site Risk.** Buyer understands that a construction site poses certain hazards and risks. Therefore, if Buyer enters the Property and/or the construction site prior to completion of construction. Buyer does so at his/her sole risk. Further, Buyer shall not suggest or encourage any other person to enter the Property and/or construction site without the prior approval of Builder. Without limiting the generality of the foregoing, prior to Substantial Completion of the Property, Buyer, his agents, employees and contractors, shall not perform any work or supply any materials relating to any improvement, alteration or change on or about the Property. Any violation of this section will constitute a material breach of this Agreement. Buyer understands and agrees that if at any time before substantial

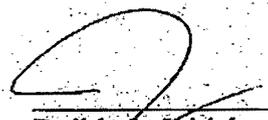

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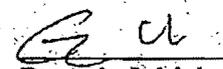

Buyer's Initials



completion of the Property. Buyer, any member of Buyer's family, or any other person who at the request, suggestion, permission, or knowledge of Buyer or any family member of Buyer (collectively the "Invitee"), enters the property and/or the construction site, with or without Builder's approval, shall assume all risk of bodily injury while doing so. Buyer agrees to indemnify and hold Builder harmless from any and all personal injuries or other damages incurred by Buyer or any such Invitee(s) under any theory of law, or from any damage to the property or other property of Builder or others, or injury to any other person caused by or resulting from the actions of Buyer or any such Invitee(s) while on or in the vicinity of the Property. With the acceptance of the above liability, Buyer will have the right to visit and observe the site as long as Buyer or invitees do not interfere with the work.

15. **Covenants.** Buyer acknowledges that he has received a draft or final copy of the covenants, conditions and restrictions ("CC&Rs") for the Property, if applicable, and a copy of the Articles of Incorporation and Bylaws of the Homeowners Association for the subdivision in which the Property is located, if applicable. Buyer acknowledges that he has read the same and agrees to comply with all of the terms, conditions, and obligations set forth therein, as may be amended from time to time: including the obligation to pay his proportionate share of the common expenses. **SOME CC&RS CONTAIN "DISPUTE RESOLUTION" PROVISIONS, SUCH AS, BUT NOT LIMITED TO, PROVISIONS REQUIRING ARBITRATION OF DISPUTES BETWEEN HOMEOWNERS AND THE BUILDERS OF THEIR HOMES. IF THE CC&RS CONTAIN DISPUTE RESOLUTION PROVISIONS, BUYER AND BUILDER AGREE THAT TO RESOLVE DISPUTES BETWEEN THEM, THEY WILL FOLLOW AND ARE BOUND BY THE PROVISIONS OF THIS AGREEMENT CONCERNING RESOLUTION OF DISPUTES INSTEAD OF THE DISPUTE RESOLUTION PROVISIONS OF THE CC&RS.**
16. **Homeowner's Warranty.** Buyer hereby acknowledges having received, read and fully understood the Limited Warranty and specimen copy of the Limited Warranty Agreement provided to Buyer (the "Limited Warranty"). **BUYER UNDERSTANDS THAT THE SOLE WARRANTY, EXPRESSED OR IMPLIED, BEING MADE BY BUILDER IS THAT WHICH IS AVAILABLE UNDER THE LIMITED WARRANTY AS EVIDENCED BY THESE DOCUMENTS.** Buyer further understands that its participation in the aforesaid program is an essential term of this Agreement and agrees to sign such Agreements as are required for the issuance of the Limited Warranty on the Closing Date. This Agreement does not include warranty against damage caused by improper care or maintenance or careless acts of Buyer or his or her assigns, that Builder shall assign to Buyer at closing any manufacturer's or supplier's warranties with respect to consumer products. Notwithstanding anything to the contrary contained in this Agreement, any limitation on warranty shall not apply to any warranties granted to Buyer by Builder under the auspices of the Veterans Administration. The provisions of this section shall survive the taking of title to the Property by Buyer.
17. **Responsibility for Utilities.** Buyer understands that all separately metered utilities to the Property will be changed from Builder's name by Buyer no later than three (3) days after occupancy occurs, and Buyer shall thereafter be obligated to pay the cost of such utilities.

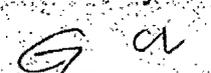

Builder's Initials


Buyer's Initials



18. **Remedies.** Time is of the essence hereof, and if any payment or condition hereof is not made, tendered, or performed by either Builder or Buyer as herein provided, then this Agreement, at the option of the party who is not in default, may be terminated by such party. In the event of such default by Builder, if Buyer elects to treat the Agreement as terminated, then all payments hereunder made shall be returned to Buyer. In the event of such default by the Buyer, if Builder elects to treat the Agreement as terminated, then all payments made hereunder, including the Deposit, shall be forfeited by Buyer and retained by the Builder, as liquidated damages. If Buyer delays, fails, refuses or neglects to close on the Closing Date designated by Builder pursuant to Sections 10 and 11 above and Builder does not elect to terminate this Agreement and the closing subsequently occurs, Buyer shall pay to Builder at closing (in addition to and not in lieu of all other amounts due from Buyer under this Agreement) a late closing fee equal to one and one-half percent (1.5%) of the remaining balance due per month ("Late Closing Fee"), prorated on a per diem basis, commencing from the original Closing Date and continuing to the actual date of closing. Alternatively, the non defaulting party may elect to enforce its remedy of specific performance against the defaulting party. The late closing fee is inapplicable if the purchase of the Property is to be financed by a VA or FHA-insured or guaranteed loan.
19. **Approval and Binding Effect.** This agreement shall become effective only after it has been approved by an officer or other authorizing agent of Builder, with his title to be shown hereon and execution hereof by a salesperson shall only constitute receipt from the Deposit recited above. Upon approval of the Builder, this Agreement shall become a binding contract between Builder and Buyer and shall endure to the benefit of the heirs, representatives, successors and permitted assigns of said parties.
20. **Captions and Gender.** The captions used herein are merely for easy reference and have no effect on this Agreement or the terms and conditions herein contained. As used herein the singular shall include the plural and the masculine shall include the feminine and neuter genders are appropriate.
21. **Governing Law.** This agreement shall be construed in accordance with the laws of the State of Utah.
22. **Title Insurance.** A current commitment for a title Insurance policy in an amount equal to the purchase price shall be furnished by Builder, at its expense, to Buyer at closing. Subsequent to closing and delivery of the deed, Builder will cause a plain language title policy to be Issued and delivered to Buyer and shall pay the premium thereon. An ALTA Residential Homeowner's Policy of Title Insurance ("ALTA-R Policy") or similar product may be available to Buyer at an Increased cost If the Buyer desires an ALTA-R Policy, Buyer shall notify the title company, in writing, no later than ten (10) days prior to the Closing Date and Buyer shall pay any Increased premium therefor.
23. **RESPA Disclosure.** As required by the Real Estate Settlement Procedures Act of 1974. Buyer acknowledges that the Builder has not directly or indirectly required Buyer, as a condition of sale, to purchase either a fee owner's or mortgagee's title insurance policy from any particular title company. Builder has advised Buyer that it will purchase, at Builders sole cost and expense, a fee owner's title Insurance policy from a title company selected by Builder. Builder has also advised Buyer that if Buyer


Builder's Initials


Buyer's Initials



does not wish to purchase the lenders title insurance policy from such company, Buyer may elect to obtain such insurance from a company of its choice (provided that doing so does not delay the closing) and Buyer shall pay, at closing, any premium charges and fees charged by that title company for the lenders title policy and related services.

24. Occupancy. Unless otherwise agreed to in writing, the Property shall not be occupied by Buyer until certificate of occupancy. Buyer warrants and represents that it intends to occupy the Property as set forth in the Occupancy Addendum attached hereto and Incorporated herein by reference.

25. Offsite Improvements. Buyer acknowledges and recognizes that in as much as Buyer is purchasing the Property during a period of construction and the Improvements may be completed prior to the completion of other homes and streets in the subdivision, there may be certain inconveniences until construction in the entire subdivision is completed, and Buyer waives all claims with respect thereto.

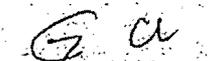
26. Soils. Buyer hereby acknowledges that he has been advised by Builder, and understands, that the soils within the State of Utah may result in shifting or other movement of the foundation or otherwise result in damage to the structural or other parts of the Improvements if the Improvements and the Property upon which it sits are not properly maintained. Soil investigations and tests have been made in the subdivision in which the Property is located by an independent soil engineer, a copy of which may be obtained from the Builder at Buyers request. Buyer, for himself, his heirs, administrators, executors and assigns, accepts the soil conditions of the Property and foundation design and floor slabs and footings installed thereon without any express or implied warranties other than those contained in Paragraph 16 hereof. Builder shall in no manner be responsible for landscaping problems of any type or kind. The provisions of this paragraph shall survive the taking of title to the Property by the Buyer.

- a. Buyer is responsible for all landscaping costs.
- b. Builder has right to determine most feasible location of home on lot.
- c. Buyer is responsible for any and all cost overages that may occur from excavating, slope issues, fault issues, retaining, or any unforeseen issues that may occur. Buyer may ask Builder to be responsible to provide any and all receipts in good faith if issues may occur.

27. Buyers Acknowledgment. BUYER CERTIFIES THAT HE HAS READ EACH AND EVERY PART OF THIS AGREEMENT AND THAT THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN BUYER AND BUILDER AND NO AGREEMENTS, PROMISES OR WARRANTIES EXCEPT THOSE EXPRESSLY SET FORTH HEREIN HAVE BEEN MADE BY BUILDER OR ITS SALESPERSON TO BUYER AND NO MODIFICATIONS HEREOF SHALL BE CLAIMED BY BUYER. THIS AGREEMENT WILL SUPERSEDE ANY AND ALL UNDERSTANDINGS AND AGREEMENTS AND CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES, AND NO ORAL REPRESENTATIONS OR STATEMENTS SHALL BE CONSIDERED A PART HEREOF. NO AMENDMENT TO THIS AGREEMENT SHALL BE EFFECTIVE UNLESS IN WRITING AND EXECUTED BY THE PARTIES HERETO.

28. Miscellaneous Provisions(s):


Builder's Initials


Buyer's Initials



29. Mediation of Disputes. Buyer and Builder agree to mediate any disputes, claims and/or controversies in law or equity between Buyer and Builder arising out of, related to or in any way connected with the Property, this Agreement, or any resulting transaction, before resorting to arbitration or court action. Mediation is a process in which parties attempt to resolve a dispute by submitting it to an impartial, neutral mediator who is authorized to resolve the dispute, but who is not empowered to impose a settlement on the parties. Mediation fees, if any, shall be divided equally among the parties involved. Before the mediation begins, the parties agree to sign a document limiting the admissibility in arbitration or any civil action of anything said, any admission made, and any documents prepared, in the course of the mediation consistent with Utah law. If any party commences an arbitration or court action based on a dispute or claim to which this paragraph applies without first attempting to resolve the matter through mediation, then in the discretion of the arbitrator(s) or judge, the party shall not be entitled to recover attorneys' fees even if they would otherwise be available to that party in any such arbitration or court action.

30. Arbitration of Disputes. Buyer and Builder agree that any and all disputes, claims and/or controversies in law or equity between Buyer and Builder arising out of, related to or in any way connected with the Property, this Agreement, or any resulting transaction which are not settled through mediation shall be decided by neutral, binding arbitration and not by court action. Buyer and Builder further agree that any action brought by Buyer against Builder should be brought by independent action and that Buyer shall neither serve as a class representative nor become a class member to pursue such action. Except as otherwise expressly stated herein the arbitration shall be conducted in accordance with the rules of the American Arbitration Association ("AAA"). In all other respects, the arbitration shall be conducted in accordance with the requirements of Utah law. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The parties shall have the right to discovery as permitted by the Utah Rules of Civil Procedure.

"NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY UTAH LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION. WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."

[Handwritten signature]

31. Authority of Signers. If Buyer or Builder is a corporation, partnership, trust, estate, limited liability company, or other entity, the person executing this Agreement on its behalf warrants his or her authority to do so and to bind Buyer and Builder, respectively.

32. Offer and Time for Acceptance. Buyer offers to purchase the Property on the above terms and

[Handwritten signature]
Builder's Initials

[Handwritten signature]
Buyer's Initials



conditions. If the Builder does not accept this offer by 9:00 [] AM [X] PM Mountain Time March 29 20 13, this offer shall lapse; and the Brokerage shall return the Earnest Money Deposit to Buyer

[Signature] 3/27/13 (Buyers Signature) (Offer Date) [Signature] 3-27-2013 (Buyers Signature) (Offer Date)

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

Giant Lippard 448 Concho Way, Lehi UT 84043
 (Buyer's Names) (PLEASE PRINT) (Social Sec.#) (Notice Address) (Phone)

Callie Lippard " " " " "
 (Buyer's Names) (PLEASE PRINT) (Social Sec.#) (Notice Address) (Phone)

ACCEPTANCE /COUNTER OFFER/REJECTION (Check One:)

Acceptance of Offer to Purchase: Builder Accepts the forgoing offer on the terms and conditions specified above.

Counter Offer: Builder presents for Buyer's Acceptance the terms of Buyer's offer subject to the exceptions or modifications as specified in the attached Counter Offer.

By: [Signature] Date 3/28/13 Time _____

Rejection: Builder rejects the foregoing offer. Builder's Initials/Date []
 Date _____

[Signature]
 Builder's Initials

GA
 Buyer's Initials

Custom Craft Homes

MEMORABLE EXTERIORS

- ❖ Innovative architecture from one of our many architect partners
- ❖ 3rd car garages are standard on most plans
- ❖ 40% brick, or stone facade with full stucco exteriors
- ❖ Maintenance-free soffit and 6" fascia with Full rain gutters
- ❖ Decorative, upgraded Low-E windows by Milgard
- ❖ Two weatherproof exterior electrical outlets
- ❖ Two exterior hose bibs
- ❖ Upgraded 30-Year Architectural grade shingles
- ❖ 8' x 8' concrete patio or redwood deck (depends on lot)
- ❖ Basement Walkout for as low as \$1,000 (depends on lot)
- ❖ Amarr Classic garage doors with choice of windows & carriage hardware.
- ❖ Liftmaster quiet belt drive garage door opener
- ❖ Add an RV pad for as low as \$1000 (depends on lot)

DECORATOR DESIGNED INTERIORS

- ❖ Upgraded baseboard and casing
- ❖ Two-tone painting package (\$1,150 for three-tone painting on most plans)
- ❖ Upgraded lighting (includes a nine-light chandelier)
- ❖ Your choice of stained or painted cabinet doors & granite counter tops. Hundreds of combinations to choose from!
- ❖ Choice of travertine, porcelain tile or hardwood floors in kitchen and entry
- ❖ Porcelain tile in all wet areas standard
- ❖ Super luxury carpet with 8lb pad.
- ❖ Textured or smooth interior walls with rounded corners and textured ceilings
- ❖ Fiberglass pan for washer (on framed floor only)
- ❖ Plumbing rough-in for future basement bathroom
- ❖ TJI® silent floor system
- ❖ Soft water rough-in included

DESIGNER KITCHENS

- ❖ Generous allowances gives our buyers the ability to customize the following:
- ❖ Solid surface counter tops (natural granite or man-made surface)
- ❖ Undermount sink with upgraded plumbing fixtures
- ❖ Pre-plumbed water line to the refrigerator
- ❖ Stainless steel appliances.

ENERGY SAVERS

- ❖ R-38 ceiling insulation
- ❖ Weather stripping on all exterior doors
- ❖ Double-paned vinyl cased windows and patio doors
- ❖ 95% efficient natural gas furnace
- ❖ 50-gallon quick recovery gas water heater
- ❖ Energy efficient Low-E windows by Milgard
- ❖ Efficient central air conditioning
- ❖ 2x6 Framing with exceptional insulation (R-19)
- ❖ Exterior weather wrap

ELEGANT BATHS

- ❖ Garden master bath tubs depending on plan
- ❖ Upgraded Moen plumbing fixtures
- ❖ Elongated toilet in master bath
- ❖ Plumbing Rough-in for future basement bathroom
- ❖ Solid surface countertops depending on plan & budget
- ❖ Travertine, or porcelain tile floors

HOMEBUYER ASSISTANCE

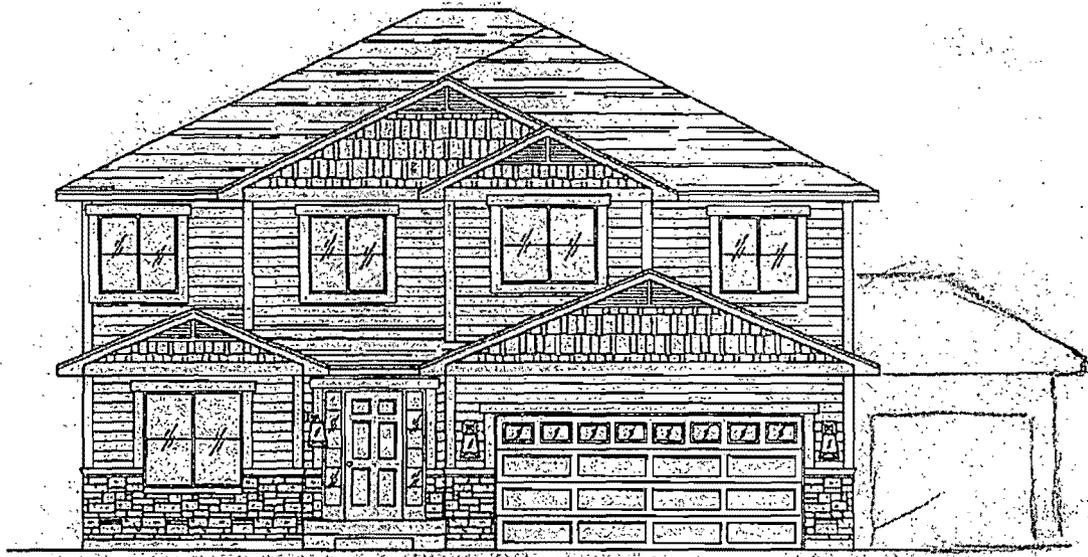
- ❖ Make sweeping changes to a plan or start from scratch and design a full custom plan from the ground up
- ❖ Full-time professional staff to assist through the building process
- ❖ Professional Interior Designer on staff to assist in coordinating color and material selection at no charge
- ❖ Choice of 1000's of custom elevations and home plans.
- ❖ Updated floor plans with in-house architecture staff
- ❖ Continuous quality control inspections
- ❖ One-on-One orientation upon completion of your home
- ❖ 10 year limited "Homebuilders Limited Warranty"
- ❖ Convenient design center located in Draper
- ❖ Furnish your home with our exclusive 50% OFF Manufacturer Direct program.

Where Upgrades are *The Standard*

Drew 801-638-8800 James 801-898-7653

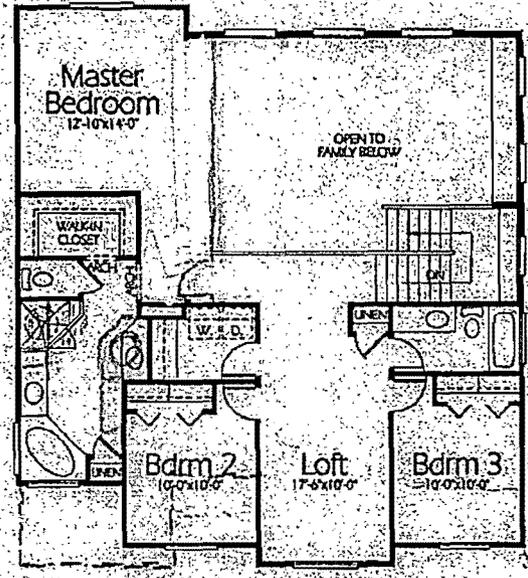
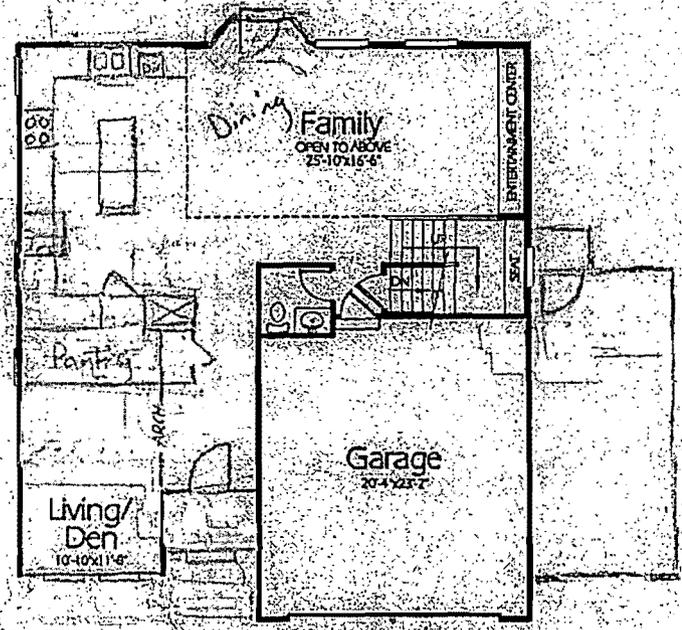


EXHIBIT 'B'



TS-2344a

Front Elevation



Main Level

1249 Sq. Feet

10'10" x 3' = 33
6' x 3' = 18
6' x 2' = 12
-40

1209

Plan TS-2344a

Overall Dimensions 44'-10" x 39'-6"
2344 Finished Sq. Feet
Room Sizes Shown Are Approximate

Upper Level

1095 Sq. Feet

2 x 18 = 36

1131

Hearthstone Home Design

94 North 100 West - Bountiful, Utah 84010
Phone: (801) 298-2505 Fax: (801) 298-3077
www.hearthstonedesign.com

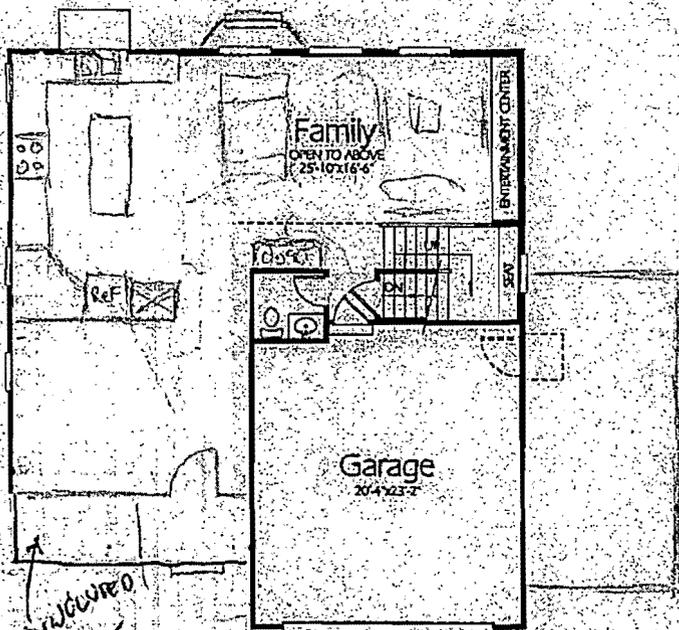
G u J

EXHIBIT C1



TS-2344a

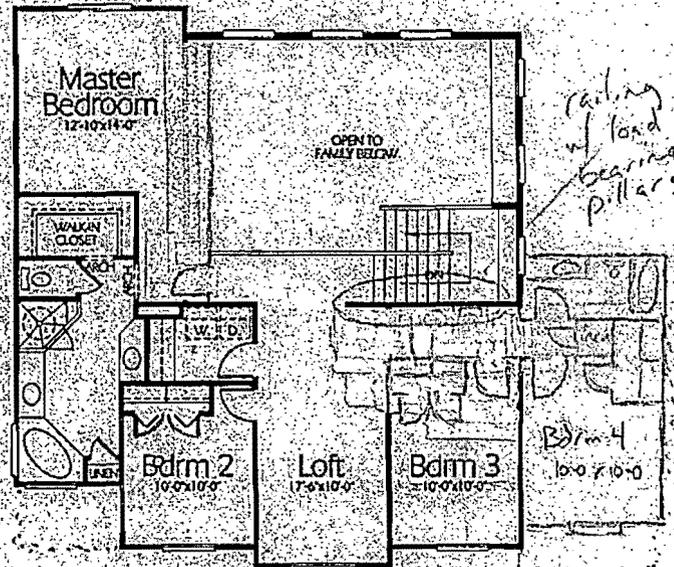
Front Elevation



Main Level

1249-Sq. Feet

~1100



Upper Level

1095-Sq. Feet

~1250

Plan TS-2344a

Overall Dimensions 44'-10" x 39'-6"
 2344 Finished Sq. Feet
 Room Sizes Shown Are Approximate

Hearthstone
 Home Design

84 North 100 West • Bountiful, Utah 84010
 Phone: (801) 298-2505 • Fax: (801) 298-3077
www.hearthstonedesign.com

Handwritten signature



ADDENDUM NO. 1

NEW CONSTRUCTION AGREEMENT

THIS IS AN [X] ADDENDUM [] COUNTEROFFER to the NEW CONSTRUCTION AGREEMENT with a Reference Date of March 27, 2013 including all prior addenda and counteroffers, between as Buyer, and Builder, regarding the Property located at . The following terms are hereby incorporated as part of the Agreement:

1. DISCLOSURE OF PRINCIPAL AS LICENSEE OR AS RELATIVE OF LICENSEE

1.1 Personal Interest. The [X] Builder [] Seller is either: [] a relative of a real estate broker or sales agent participating in this transaction; or [X] a real estate broker or sales agent licensed as such under the laws of the State of Utah, who may share in the brokerage fee paid for this transaction.

2. Builder to provide the following upgrades or budgets:

- 1) Seller shall inform Buyer in writing of the Substantial completion deadline 30 days in advance of such deadline.
- 2.) Buyer shall have permission from Seller to perform sweat equity related to the following:
 - 2.1 Installing insulation in garage
 - 2.2 Installing low-voltage speaker wire
- 3) 25 cans included
- 4) 5 Coax and Cat5 standard
- 5) Cold storage up to 50 square ft.
- 6) Quartz countertops \$10 per foot extra.
- 7) Handscraped Hallmark Chaparral wider plank flooring \$1 more per foot in the standard areas. \$6 per foot in place of carpet.
- 8) up to 5-1/4" base boards standard.
- 9) Purchase to be To Be Determined
- 10) Includes milgard windows.
- 11) Hardie at \$3 per foot extra if added.
- 12) Exhibit 'B' \$373,121 purchase price with unfinished basement and no hardie (\$408,559) with basement finished. Final price TBD from actual plans.
- 13) 9' CEILINGs included on all levels
- 14) Exhibit 'C' \$370,786 price without basement finished. \$403,408 with the basement finished.
- 15) Final Purchase price to be based upon plan chosen
- 16) \$2703 appliance budget "approximate"
- 17) Front yard SOD included.
- 18) Buyer to close on construction loan within 60 days.

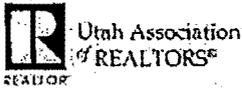
To the extent the terms of this ADDENDUM modify or conflict with any provisions of the Agreement, including all prior addenda and counteroffers, these terms shall control. All other terms of the Agreement, including all prior addenda and counteroffers, not modified by this ADDENDUM shall remain the same.

	Date
<u>Buyer</u>	
	3-27-13
<u>Buyer</u>	Date

	Date
<u>Builder</u>	
	3/28/13
<u>Builder</u>	Date

Builder's Initials

Buyer's Initials



Disclosure of Interest ADDENDUM NO. 2 TO REAL ESTATE PURCHASE CONTRACT

THIS IS AN ADDENDUM COUNTEROFFER to that REAL ESTATE PURCHASE CONTRACT (the "REPC") with an Offer Reference Date of March 27, 2013 including all prior addenda and counteroffers, between Lippard, Grant & Callie as Buyer, and Custom Craft Homes, Jade Design Center, and Utah Construction Group ("Builder") as Seller, regarding the Property located at 5058 N. Grey Hawk Dr., Lehi, UT 84043 (the "Property"). The terms of this Addendum are hereby incorporated as part of the REPC, and 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.

1. DISCLOSURE OF PRINCIPAL AS LICENSEE OR AS RELATIVE OF LICENSEE

1.1 Personal Interest. The Buyer Seller is either: a relative of a real estate broker or sales agent participating in this transaction; or a real estate broker or sales agent licensed as such under the laws of the State of Utah, who may share in the brokerage fee paid for this transaction.

ALL OTHER TERMS of the REPC, including all prior addenda and counteroffers, not modified by this ADDENDUM/COUNTEROFFER shall remain the same. Seller Buyer shall have until 10 : 00 AM PM Mountain Time April 06, 2013 to accept the terms of this ADDENDUM/COUNTEROFFER in accordance with the provisions of Section 23 of the REPC. Unless so accepted, the offer as set forth in the ADDENDUM/COUNTEROFFER shall lapse.

	<u>4/4/13</u>			<u>4-4-2013</u>	
<input checked="" type="checkbox"/> Buyer <input type="checkbox"/> Seller Signature	(Date)	(Time)	<input checked="" type="checkbox"/> Buyer <input type="checkbox"/> Seller Signature	(Date)	(Time)

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

ACCEPTANCE of ADDENDUM/COUNTEROFFER: Seller Buyer hereby accepts the terms of this ADDENDUM/COUNTER OFFER.

COUNTER OFFER: Seller Buyer presents as a counteroffer the terms of the attached Counteroffer No. _____

REJECTION: Seller Buyer rejects the foregoing ADDENDUM/COUNTER OFFER.

	<u>4/4/13</u>				
<input type="checkbox"/> Buyer <input type="checkbox"/> Seller Signature	(Date)	(Time)	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller Signature	(Date)	(Time)

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CHANGE ORDER REQUEST

From: Custom Craft Homes

Job Site: _____

Change Order No: 1

The following changes are to be made in the contract between Buyer and Builder:

This change order becomes an addendum to and part of the purchase contract dated: 3/27/2013 between (Buyer) LIPARD and (Builder/Seller) Custom Craft Homes, LLC. The following changes hereby incorporated as part of the purchase contract Builder and Buyer agree to the following changes:

- \$ 46,989 Additional FINISHED BASEMENT
- \$ * Additional 2 WALK OUTS
- \$ * Additional TREX DECK
- \$ * Additional + \$5,000 TOWERS CARP.
- \$ * Additional + \$10,000 TOWER WALL & LANDSCAPING.
- \$ * Additional + \$5000 TOWER DECK FENCES/RAILINGS
- \$ * Additional FOAM SPRAY IN INSULATION & INSULATED BASEMENT CEILING
- \$ * Additional GAS LINE TO DRYER, DEEP KITCHEN SINK, SINK IN LAUNDRY
- \$ Additional _____

Current Contract Price..... \$ 403,908

Contract Price will be (Increased) (decreased) (Unchanged) by this Change Order..... \$ 46,989-

The new contract Price including this Change Order will be..... \$ 450,397

SIGNATURES ARE REQUIRED BEFORE THIS CHANGE ORDER IS EFFECTIVE.

Buyer: [Signature] Dated: 6/27/13
Buyer: [Signature] Dated: 6-28-2013
Builder: [Signature] Dated: 6/20/13

CHANGE ORDER REQUEST

From: Custom Craft Homes

Job Site: _____

Change Order No: 2

The following changes are to be made in the contract between Buyer and Builder:

This change order becomes an addendum to and part of the purchase contract dated: 3/27/13 between (Buyer) LIPPARD and (Builder/Seller) Custom Craft Homes, LLC. The following changes hereby incorporated as part of the purchase contract Builder and Buyer agree to the following changes:

- \$ ~~44,483~~ Additional CREDIT FOR UNFINISHED BASEMENT
- \$ Additional BASEMENT TO BE UNFINISHED
- \$ Additional ELIMINATE INSULATED BASEMENT CEILING
- \$ Additional CABINET BUDGET TO JADU TO BE ~~78,288~~
- \$ Additional ELIMINATE 2ND WALKOUT
- \$ Additional _____

^{PREVIOUS} Current Contract Price: \$ 450,397

Contract Price will be (increased) (decreased) (Unchanged) by this Change Order..... \$ 44,483

The new contract Price including this Change Order will be..... \$ 405,914

SIGNATURES ARE REQUIRED BEFORE THIS CHANGE ORDER IS EFFECTIVE.

Buyer: Grant Lippard dotloop verified 08/16/13 1:11PM EDT USGV-KUH-VTKLFFJA Dated: _____

Buyer: Callie Lippard dotloop verified 08/16/13 1:14PM EDT VLAH-EYBH-SBQG-FMGW Dated: _____

Builder: [Signature] Dated: 8/15/2013



ADDENDUM NO. 3

TO

REAL ESTATE PURCHASE CONTRACT



THIS IS AN ADDENDUM COUNTEROFFER to that REAL ESTATE PURCHASE CONTRACT (the "REPC") with an Offer Reference Date of 03/27/2013 including all prior addenda and counteroffers, between Lippard, Grant & Callie as Buyer, and Custom Craft Homes, Jade Design Center, and Utah Construction Group ("Builder") as Seller, regarding the Property located at 5058 N. Grey Hawk Dr., Lehi, UT 84043. The following terms are hereby incorporated as part of the REPC:

- 1. Buyer to close on construction loan by 8/31/2013
- 2. Buyer's brokerage is updated from Jet Realty to Best Utah Real Estate

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 10 : 00 AM PM Mountain Time on August 16, 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.

<i>Grant Lippard</i>	dotloop verified 08/10/13 8:18PM EDT 6X23-H2V1-3UXM-V00Z	<i>Callie Lippard</i>	dotloop verified 08/10/13 8:21PM EDT 6X13-WVH-W0FE-D00U
<input checked="" type="checkbox"/> Buyer <input type="checkbox"/> Seller Signature	(Date)	<input checked="" type="checkbox"/> Buyer <input type="checkbox"/> Seller Signature	(Date)

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. _____

<i>[Signature]</i>	<u>8/15/13</u>	<i>[Signature]</i>	
(Signature)	(Date)	(Signature)	(Date)

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.

<i>GL</i>	<i>CL</i>
08/10/13	08/10/13
8:18PM EDT	8:21PM EDT

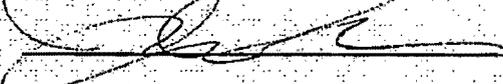
Change Order 3

Homeowner Information:

NAME Grant and Callie Lippard
 Lot 5058 N. Grey Hawk Dr., Lehi UT 84043

Trade	Description	Qty	Price	Total
Credit	Construction Loan Extension in lieu of fixing beam on Main	1	\$ (300.00)	\$ (300.00)
Windows	Laundry window changed to 2020 from 2010	1	\$ 150.00	\$ 150.00
Windows	Masterbath changed from slider to vertical	1	\$	\$
Appliances	Viking Range RVDR3305BSS *MSRP: \$3,699	1	\$ 3,278.94	\$ 3,278.94
Appliances	Viking Wall Oven RVSOE330SS *MSRP: \$2,799	1	\$ 2,273.28	\$ 2,273.28
Appliances	Viking Microwave RVM320SS *MSRP: \$429 Plus RVMTK330SS *MSRP 249	1	\$ 634.73	\$ 634.73
Credit	Appliance Budget	1	\$ (2,703.00)	\$ (2,703.00)
Appliances	Viking Dishwasher	0	\$ 1,346.25	\$
Appliances	Kitchen Hood (zephyr Anzio)	1	\$ 750.00	\$ 750.00
Cabinets	Cabinet Upgrade above Budget	1	\$ 5,509.25	\$ 5,509.25
Sink	Farm Sink net of \$100 upgdrade for deep sink-change order 1-Includes \$50 Cab increase <i>Hardware Resources</i>	1	\$ 350.00	\$ 350.00
Countertops	Fairy White in Kitchen only Per square foot <i>6/25/14</i>	70	\$ 10.00	\$ 700.00
Basement	Basement Bathroom	0	\$ 4,500.00	\$
Basement	Basement Bedroom on north wall of plan	0	\$ 6,000.00	\$
Basement	Frame and Insulate Exterior walls (net the cost of drape insulation)	0	\$ 2,500.00	\$
Basement	Alternative to insulating basement walls: Basement ceiling only	1	\$ 300.00	\$ 300.00
Garage doors	Insulated Garage Doors	1	\$ 300.00	\$ 300.00
Garage doors	Insulate the exterior garage walling in addition to the interior garage walls	1	\$ 600.00	\$ 600.00
Insulation	Insulate 2 master bedroom walls adjacent to the loft and the great room	1	\$ 400.00	\$ 400.00
Plumbing	Additional 40 Gallon Water heater	1	\$ 650.00	\$ 650.00
Flooring	Vinyl flooring Mannington Adura Heritage Buckskin ALP610 on entire main - 1/2 bathroo	0	\$ 3,685.00	\$
Flooring	Vinyl flooring Mannington Adura Heritage Buckskin ALP610 - living & 1/2 bath	0	\$ 3,135.00	\$
Decking	12' x 18' deck (trex) upgrade from 8' x 18' deck (trex) on change order 1	1	\$ 1,250.00	\$ 1,250.00
Decking	12' Deck (redwood)	0	\$ 1,000.00	\$
Decking	10' (Trex)	0	\$ 625.00	\$
Decking	10' (redwood)	0	\$ 500.00	\$
Front Door	Craftsman Single light - Wood	0	\$ 900.00	\$
Front Door	Craftsman Single Light - Steel	0	\$ 288.00	\$
Front Door	Craftsman Single Light - Fiberglass (Masonite)	1	\$ 592.00	\$ 592.00
Stairs	Stair Cap	0	\$ 2,000.00	\$
Stairs	5" newel post	0	\$ 125.00	\$
Flooring	Fluent Floors - Luxury Vinyl (Driftwood Oak, VF-02, 1/4" x 5 3/4" x 4')	1	\$ 2,546.00	\$ 2,546.00
Flooring	Hardwood	0	\$ 2,741.00	\$
HVAC	Kitchen vent to outside	1	\$ 150.00	\$ 150.00
HVAC	Gas line to back patio	1	\$ 200.00	\$ 200.00
Electrical	300 CFM fan in basement storage	0	\$ 600.00	\$
Credit	Laundry sink	1	\$ (300.00)	\$ (300.00)
Credit	\$5,000 toward draperies/blinds above standard per change order 1	1	\$ (5,500.00)	\$ (5,500.00)
Paint	Three-tone paint (Ceiling & Trim: brilliant white EXT.RM; Walls: silver grey 1B 2131-60)	1	\$ 1,250.00	\$ 1,250.00
				\$
Total			\$ 42,336.45	\$ 13,081.20

Current Contract Price \$ 405,914.00
 New Contract Price \$ 418,995.20

BUYER:  Date: 2/25/14
 BUYER:  Date: 2-28-2014
 Builder:  Date: 2-28/14

CHANGE ORDER REQUEST

From: Custom Craft Homes

Job Site: 5058 N. GREY HAWK, LEHI, UT

Change Order No: 4

The following changes are to be made in the contract between Buyer and Builder:

This change order becomes an addendum to and part of the purchase contract dated: 3/27/10 between (Buyer): Grant & Callie Lippard and (Builder/Seller) Custom Craft Homes, LLC. The following changes hereby incorporated as part of the purchase contract. Builder and Buyer agree to the following changes:

- \$ 1780 Additional ELECTRICAL UPGRADES
- \$ 450 Additional EXTERIOR DOORS W/BLINDS INSIDE
- \$ <100> Additional CREDIT FOR GRANT/ACCT
- \$ 330 Additional Bonus FLOOR INSULATION (\$600 NET OF \$270 PAID EXTRA ^{ON BASEMENT} CEILING)
- \$ Additional _____

Current Contract Price..... \$ 418,995.20

Contract Price will be (increased) (decreased) ^(E)
(Unchanged) by this Change Order..... \$ 1,960.00

The new contract Price including this Change Order will be..... \$ 420,955.20

SIGNATURES ARE REQUIRED BEFORE THIS CHANGE ORDER IS EFFECTIVE.

Buyer: [Signature] Dated: 4/15/2014

Buyer: _____ Dated: _____

Builder: [Signature] Dated: 4/17/14

Builder: _____ Dated: _____



ADDENDUM NO. 4
TO
REAL ESTATE PURCHASE CONTRACT



THIS IS AN [X] ADDENDUM [] COUNTEROFFER to that REAL ESTATE PURCHASE CONTRACT (the "REPC") with an Offer Reference Date of 03/27/2013 including all prior addenda and counteroffers, between Lippard, Grant & Callie as Buyer, and Custom Craft Homes, Jade Design Center, and Utah Construction Group ("Builder") as Seller, regarding the Property located at 5058 N. Grey Hawk Dr., Lehi, UT 84043. The following terms are hereby incorporated as part of the REPC:

- 1. The purchase price from Change Order 4 of \$420,955.20 is adjusted to \$428,850.
2. Builder shall revise master bathroom and bedroom as illustrated in Exhibit 4A, see attachment.
3. Builder shall pay all extension fees and interest for the Buyer's construction loan incurred on or after May 28, 2014.
4. Builder to provide minimum 10 foot by 18 foot walk out and patio in back yard under the deck with stairs going up to grade.
5. Builder to construct retaining walls on Property on the east (front of house), west, (back of house), and south sides to meet HOA, CC&R, and city building code requirements.

BUYER AND SELLER AGREE THAT THE CONTRACT DEADLINES REFERENCED IN SECTION 24 OF THE REPC (CHECK APPLICABLE BOX): [X] 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. [X] Seller [] Buyer shall have until 10 : 00 [] AM [X] PM Mountain Time on May 08, 2014 (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.

Grant Lippard (Signature) dotloop verified 05/08/14 2:45PM EDT WAHY-YDZT-VGTR-HJ18 (Date) (Time) Callie Lippard (Signature) dotloop verified 05/08/14 3:23PM EDT PBTE-SR7M-Y7DJ-TE1X (Date) (Time)
[X] Buyer [] Seller Signature (Date) (Time) [X] Buyer [] Seller Signature (Date) (Time)

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

- [X] ACCEPTANCE: [X] Seller [] Buyer hereby accepts the terms of this ADDENDUM.
[] COUNTEROFFER: [] Seller [] Buyer presents as a counteroffer the terms of attached ADDENDUM NO. _____

(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 (GL) (CL) Seller's Initials ()
2:45PM EDT 3:23PM EDT



ADDENDUM NO. 4
TO
REAL ESTATE PURCHASE CONTRACT



THIS IS AN ADDENDUM COUNTEROFFER to that REAL ESTATE PURCHASE CONTRACT (the "REPC") with an Offer Reference Date of 03/27/2013 including all prior addenda and counteroffers, between Lippard, Grant & Callie as Buyer, and Custom Craft Homes, Jade Design Center, and Utah Construction Group ("Builder") as Seller, regarding the Property located at 5058 N. Grey Hawk Dr., Lehi, UT 84043. The following terms are hereby incorporated as part of the REPC:

1. The purchase price from Change Order 4 of \$420,955.20 is adjusted to \$428,850.
2. Builder shall revise master bathroom and bedroom as illustrated in Exhibit 4A, see attachment.
3. Builder shall pay all extension fees and interest for the Buyer's construction loan incurred on or after May 28, 2014.
4. Builder to provide minimum 10 foot by 18 foot walk out and patio in back yard under the deck with stairs going up to grade.
5. Builder to construct retaining walls on Property on the east (front of house), west, (back of house), and south sides to meet HOA, CC&R, and city building code requirements.

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 10 : 00 AM PM Mountain Time on May 08, 2014 (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.

[] Buyer [X] Seller Signature _____ (Date) 5/7/2014 (Time) _____ [] Buyer [] Seller Signature _____ (Date) 5/7/2014 (Time)

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. _____

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

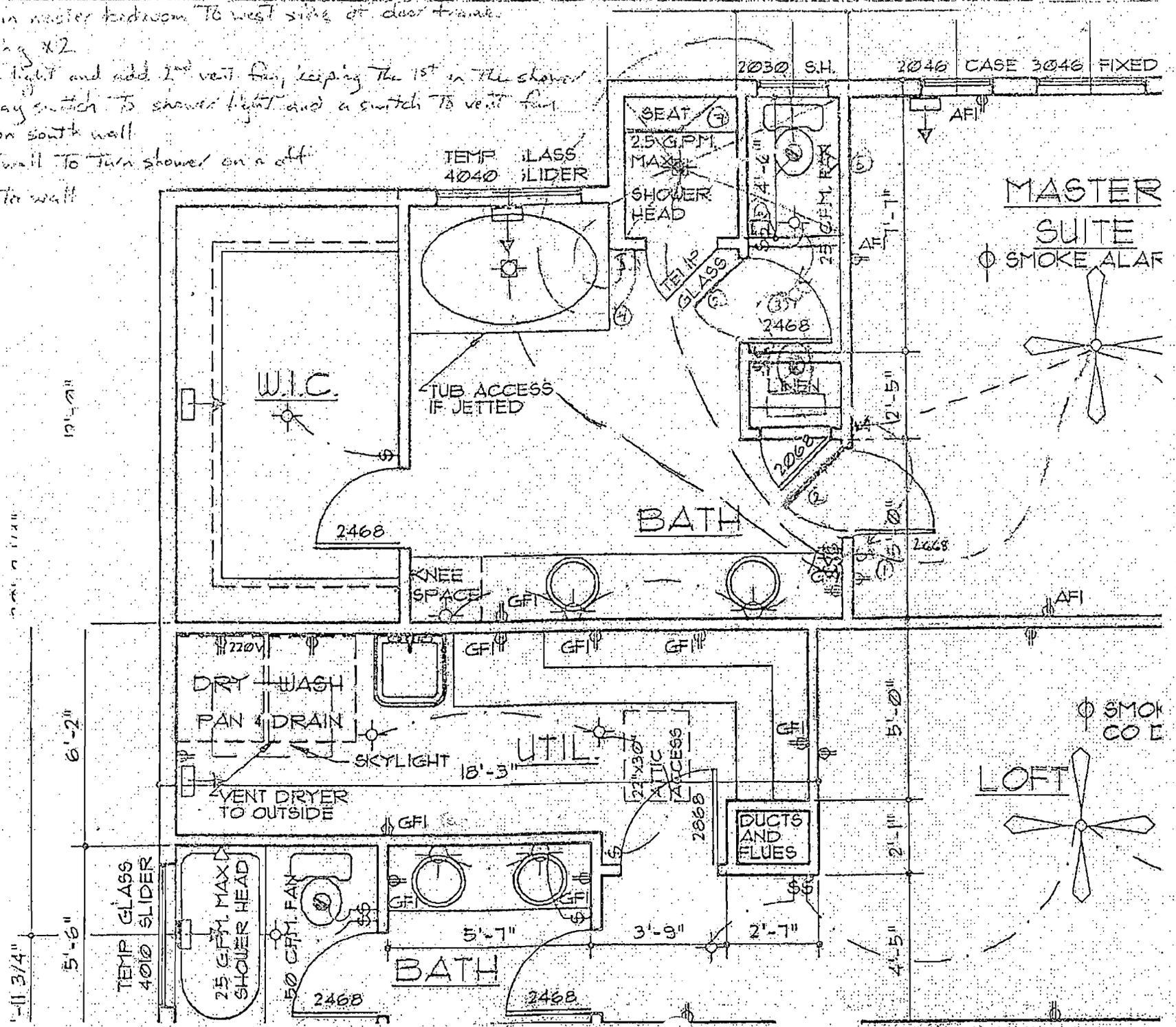
REJECTION: Seller Buyer rejects the foregoing ADDENDUM.

(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.

Exhibit 4A

- ① Move switch in master bedroom to west side of door frame.
- ② Flip floor switch X2
- ③ Move bathroom light and add 2nd vent fan, keeping the 1st in the shower
- ④ Add a three-way switch to shower light and a switch to vent fan
- ⑤ Shower head on south wall
- ⑥ Valve on west wall to turn shower on a cold
- ⑦ Angle seat into wall



CEL
06/25/13
1332P EDT
1332P EDT

25' 0"

11'-0"

11'-0"

6'-2"

11'-3/4"

5'-6"

TEMP GLASS
4010 SLIDER

25 GPM MAX
SHOWER HEAD

50 CFM FAN

BATH

2468

2468

DRY WASH
PAN & DRAIN

VENT DRYER
TO OUTSIDE

SKYLIGHT

UTIL.

22'x30'

DUCTS
AND
FLUES

2868

LOFT

SMOKE
COLE

BATH

2468

2468

2468

MASTER
SUITE

SMOKE ALAR

2030 S.H.

2040

CASE 3046 FIXED

SEAT
2.5 GPM
MAX

SHOWER
HEAD

TEMP GLASS
4040 SLIDER

25 GPM FAN

25 GPM FAN

TEMP GLASS

W.I.C.

TUB ACCESS
IF JETTED

KIT
SPACE

BATH

2468

2468

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PAN & DRAIN

VENT DRYER
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2030 S.H.

2040

CASE 3046 FIXED

SEAT
2.5 GPM
MAX

SHOWER
HEAD

TEMP GLASS
4040 SLIDER

25 GPM FAN



REAL ESTATE BROKERAGE COMMISSION - ESCROW INSTRUCTIONS



The following are ESCROW INSTRUCTIONS for the payment of real estate brokerage commissions on a real estate transaction described in an Earnest Money Sales Agreement dated the 27th day of March, 2013 by and between Custom Craft Homes, Jade Design, and Utah Construction Group ("Builder") as Seller and Grant and Callie Lippard as Buyer of the real property described as follows: 5058 N Grey Hawk Dr., Lehi UT 84043; Tax ID 383690001

LISTING/SELLING BROKERAGE INFORMATION

<u>Builder</u>	_____	_____	_____
Listing Brokerage	Business Address	Phone	
<u>Best Utah Real Estate</u>	<u>11578 Bluerock Ave.</u>		
Selling Brokerage	Business Address	Phone	
<u>Builder</u>	_____	<u>Grant Lippard</u>	_____
Listing Agent	Phone	Selling Agent	Phone

BROKERAGE COMMISSION

To the extent these ESCROW INSTRUCTIONS modify any prior agreements between the Buyer or Seller and the Listing and/or Selling Brokerages, regarding the payment of a real estate brokerage commission or fee, the terms of these Escrow Instructions shall supersede those prior agreements. The total real estate brokerage commission to be paid in this transaction is \$ see below, which represents 3 % of the agreed sales price of \$ see below. The undersigned authorize and direct the closing office to disburse the brokerage commission directly to the Listing and Selling Brokerages in the following manner: \$ 0 to the Listing Brokerage; \$ see below to the Selling Brokerage; Other (explain):

Final commission to selling brokerage to be paid based on final gross contract price on the final change order or final addendum to the contract. Payment of \$750 shall be made directly to the selling brokerage upon settlement, and the remainder of the 3% commission shall be made in the form of a credit against the final gross contract price as a net reduction to the purchase price at settlement.

The undersigned agree to the terms above.

Listing Broker	Date	Selling Broker	Date
----------------	------	----------------	------

SIGNATURE(S) OF INDIVIDUAL(S) PAYING THE COMMISSION (BUYER OR SELLER) ARE REQUIRED ONLY IF THIS AGREEMENT MODIFIES A PRIOR COMMISSION AGREEMENT

<u>[Signature]</u>	<u>2/15/14</u>	<u>[Signature]</u>	<u>2/28/14</u>
Buyer	Date	Seller	Date
<u>[Signature]</u>	<u>2-28-2014</u>	<u>BUILDER</u>	
Buyer	Date	Seller	Date

Exhibit B

Original Contractor statement



Tracy Naff <tnaff@utah.gov>

Information for exclusion

1 message

Brandon Brown <brandon@profloorsutah.com>

Fri, Aug 14, 2015 at 8:42 AM

To: "tnaff@utah.gov" <tnaff@utah.gov>

Good morning Tracy,

I talked to you a couple of weeks ago about a fraudulent case that I am involved in. I received a letter from you listing me a "responsible party" in a claim between Grant Lippard and Custom Craft Homes, Jade Design and Utah Construction Group. You asked me to send you an email with an explanation of my involvement. I will be brief. If you need more information please let me know.

My name is Brandon Brown and I am a general contractor and the owner of Utah Construction Group, LLC. In November of 2011 I was approached by James Graham and Drew Larson, two realtor's, who were looking for a general contractor to "partner up with" to build some homes for a few of their clients. Long story short, we formed a company named Jade Design and then later formed a second company named Custom Craft Homes. We had a client contract drawn up that included all three company names and began building homes.

My license was involved in building 6 homes with Custom Craft Homes in Salt Lake County from November 2011 to August 2013. I resigned from both companies in August of 2013 (official state resignations letters are attached). After I resigned, Mr. Graham and Mr. Larson partnered with a new contractor (qualifier) to continue building homes. Apparently, Mr. Graham and Mr. Larson fraudulently continued to use the old contract listing Jade Design, Custom Craft Homes and Utah Construction Group as the responsible parties with new clients after I had resigned and left the companies. Mr. and Mrs. Lippard were one of those clients. The building permit and all other legal documents that I am aware of for the Lippard residence were issued in the name of the new contractor (qualifier). Utah Construction Group had no part in the planning of or building of the Lippard home and received no compensation for doing so.

Please let me know what other info you need for this case from me.

Thanks again for your help.

Brandon Brown**Pro Floors of Utah**

a dba of Utah Construction Group, LLC

 (801) 906-1536 Cell (801) 981-8188 Office

(888) 447-6111 Fax

Exhibit C

**Original Contractor
Evidence**

MP

This form must be type written or computer generated.



State of Utah
Department of Commerce
Division of Corporations & Commercial Code
Letter of Resignation

In accordance with Utah Statute, I Brandon Brown hereby resign from the office
of Member, effective 8/7/2013 and have notified the
following business entity listed below:

Business Name: Custom Craft Homes, LLC

Business Address:

441 W 12300 S Suite A500 Draper Utah 84020
Address City State Zip

Business Entity Number issued by the Division of Corporations and Commercial Code below:

8285708-0160

Signature of Person resigning:

COMPLETED

I would also like to resign from the following positions:

Other Positions: Registered Agent

Other Positions: Select from the list below

Other Positions: Select from the list below

Under GRAMA (63-2-201), all registration information maintained by the Division is classified as public record. For confidentiality purposes, you may use the business entity physical address rather than the residential or private address of any individual affiliated with the entity.

Mailing/Faxing Information: www.corporations.utah.gov/contactus.html Division's Website: www.corporations.utah.gov

08-07-13A10:50 RCVD

FROM:Utah Construction Group TO:18015306438 08/07/2013 08:44:44 #55668 P.002/003

Receipt Number: 6280321

Amount Paid: \$5.00

08/07/2013

MP

This form must be type written or computer generated.



State of Utah
Department of Commerce
Division of Corporations & Commercial Code
Letter of Resignation

In accordance with Utah Statute, I Brandon Brown hereby resign from the office
of Member, effective 8/7/2013 and have notified the
Position Held Name of Person Resigning Date of Resignation

following business entity listed below:

Business Name: Jade Design, LLC

Business Address:

441 W 12300 S Suite A500

Draper

Utah

84020

Address

City

State

Zip

Business Entity Number issued by the Division of Corporations and Commercial Code below:

8150545-0160

Signature of Person resigning: [Signature]

I would also like to resign from the following positions:

Other Positions: Registered Agent

Other Positions: Select from the list below

Other Positions: Select from the list below

COMPLETED

Under GRAMA (63-2-201), all registration information maintained by the Division is classified as public record. For confidentiality purposes, you may use the business entity physical address rather than the residential or private address of any individual affiliated with the entity.

Mailing/Faxing Information: www.corporations.utah.gov/contactus.html Division's Website: www.corporations.utah.gov

08-07-13 10:50 RCYD

Exhibit D

Homeowner Payments



April 2, 2015

RE: Grant R. and Callie L. Lippard
5058 N. Grey Hawk Drive
Lehi, Utah 84043

To Whom It May Concern:

CCS Loans, Inc. was the construction lender for the above referenced borrower for the property listed above.

CCS Loans, Inc. was responsible for the disbursement and payment for all checks that were approved by the homeowner and the builder. Attached is the check register for the disbursements of checks issued on this project. CCS Loans, Inc. hereby certifies that these are all the checks that were disbursed from the construction loan and all of these checks have cleared our bank account.

Please feel free to call me at 801-826-4849 if you have any questions regarding these disbursements.

Sincerely,

A handwritten signature in black ink that reads 'Julie A. Prince'.

Julie A. Prince
CCS Loans, Inc.
COO

Check Register

Selected Checks
Order By Check#

Date Time
04/02/15 10:58am

Check#	St	Issue Date	Paid Date	Amount	Loan.SubCode	Payee
710954	P	9/3/2013	9/10/2013	\$3,008.00	848963.111	CCS Loans, Inc
710955	P	9/3/2013	9/10/2013	\$275.00	848963.111	Foundations Insurance
711245	P	9/16/2013	10/1/2013	\$2,267.50	848963.111	Mountain Home Development
711246	P	9/16/2013	9/23/2013	\$4,290.00	848963.111	Jade Design
711247	P	9/16/2013	9/23/2013	\$3,000.00	848963.111	Custom Craft Homes
711248	P	9/16/2013	9/26/2013	\$65.00	848963.111	JTH Ventures, LLC
711439	P	10/8/2013	10/17/2013	\$16,975.78	848963.111	Lehi City Building Department
711440	P	10/8/2013	10/17/2013	\$1,500.00	848963.111	JF Excavating
712138	P	12/17/2013	12/26/2013	\$210.00	848963.111	Rocky Mountain Waterproofing
712139	P	12/17/2013	1/20/2014	\$16,647.14	848963.111	Watterson BrosConstruction,LLC
712140	P	12/17/2013	12/20/2013	\$2,070.00	848963.111	RG Plumbing, Inc.
712141	P	12/17/2013	1/6/2014	\$4,536.86	848963.111	Stock Building Supply
712142	P	12/17/2013	12/30/2013	\$1,025.00	848963.111	Dudley Concrete Pumping, Inc
712143	P	12/17/2013	12/20/2013	\$742.00	848963.111	Jade Design
712144	P	12/17/2013	12/26/2013	\$2,000.00	848963.111	Freeland Construction
712145	P	12/17/2013	12/20/2013	\$10,206.18	848963.111	Custom Craft Homes
712146	P	12/17/2013	12/19/2013	\$5,000.00	848963.111	JF Excavating
712336	P	1/16/2014	2/10/2014	\$85.48	848963.111	Honey Bucket
712337	P	1/16/2014	2/3/2014	\$17,889.89	848963.111	Stock Building Supply
712338	P	1/16/2014	1/20/2014	\$3,300.00	848963.111	Jade Design
712339	P	1/16/2014	1/23/2014	\$5,295.00	848963.111	Freeland Construction
712340	P	1/16/2014	1/23/2014	\$6,775.50	848963.111	Jakrete Concrete
712443	P	1/30/2014	2/4/2014	\$10,000.00	848963.111	Custom Craft Homes
712612	P	2/20/2014	3/3/2014	\$5,175.00	848963.111	RG Plumbing, Inc.
712613	P	2/20/2014	3/10/2014	\$85.48	848963.111	Honey Bucket
712614	P	2/20/2014	3/3/2014	\$10,760.90	848963.111	Stock Building Supply
712615	P	2/20/2014	2/26/2014	\$2,700.00	848963.111	JF Excavating
712616	P	2/20/2014	3/6/2014	\$72.93	848963.111	Western Disposal Inc.
712617	P	2/20/2014	3/6/2014	\$2,155.12	848963.111	Stone Pro Slingers, Inc.
712712	P	3/13/2014	4/3/2014	\$300.00	848963.111	CCS Loans, Inc
712846	P	4/3/2014	4/22/2014	\$175.00	848963.111	RG Plumbing, Inc.
712847	P	4/3/2014	4/10/2014	\$229.54	848963.111	Stock Building Supply
712848	P	4/3/2014	4/14/2014	\$5,295.00	848963.111	Freeland Construction
712849	P	4/3/2014	4/10/2014	\$5,000.00	848963.111	Custom Craft Homes
712850	P	4/3/2014	4/21/2014	\$6,913.00	848963.111	Vertex Construction
712851	P	4/3/2014	4/21/2014	\$7,200.00	848963.111	Absolute Heating & Air
712852	P	4/3/2014	4/14/2014	\$9,540.00	848963.111	5 Star Electric
712853	P	4/3/2014	4/14/2014	\$1,767.00	848963.111	Freeland Construction
712866	P	4/7/2014	4/14/2014	\$50.00	848963.111	Freeland Construction
713097	P	5/12/2014	6/11/2014	\$10,500.00	848963.111	Latimer Plastering, LLC
713098	P	5/12/2014	5/22/2014	\$170.80	848963.111	Honey Bucket
713099	P	5/12/2014	5/19/2014	\$7,231.00	848963.111	Jade Design
713100	P	5/12/2014	5/19/2014	\$12,135.88	848963.111	Premier Drywall
713101	P	5/12/2014	5/19/2014	\$479.00	848963.111	Custom Craft Homes
713258	P	6/3/2014	6/11/2014	\$718.00	848963.111	Grant R. Lippard
713303	P	6/10/2014	6/24/2014	\$7,734.12	848963.111	Latimer Plastering, LLC
713304	P	6/10/2014	6/13/2014	\$8,288.00	848963.111	Jade Design
713305	P	6/10/2014	6/13/2014	\$4,252.00	848963.111	Jade Design
713306	P	6/10/2014	6/13/2014	\$4,020.00	848963.111	J F Excavating

Check Register

Selected Checks

Order By Check#

Date Time
04/02/15 10:58am

Check#	St	Issue Date	Paid Date	Amount	Loan.SubCode	Payee
713307	P	6/10/2014	6/13/2014	\$3,523.00	848963.111	Custom Craft Homes
713308	P	6/10/2014	6/24/2014	\$212.54	848963.111	Western Disposal Inc.
713309	P	6/10/2014	6/24/2014	\$2,418.00	848963.111	5 Star Building Products, LLC
713310	P	6/10/2014	6/19/2014	\$170.00	848963.111	Black Diamond, LLC
713311	P	6/10/2014	6/17/2014	\$4,168.00	848963.111	5 Star Painting
713611	P	7/16/2014	7/22/2014	\$13,025.00	848963.111	Red Wolf Rock
713612	P	7/16/2014	8/7/2014	\$1,928.83	848963.111	Quality Hardware and Glass
713731	P	7/25/2014	8/4/2014	\$3,810.00	848963.111	RG Plumbing, Inc.
713732	P	7/25/2014	8/4/2014	\$300.90	848963.111	American Curb Cut
713733	P	7/25/2014	8/5/2014	\$1,700.00	848963.111	Absolute Heating & Air
713734	P	7/25/2014	8/4/2014	\$6,313.81	848963.111	Grant R. Lippard
713735	P	7/25/2014	8/4/2014	\$5,182.00	848963.111	5 Star Painting
713736	P	7/25/2014	7/25/2014	\$11,975.00	848963.111	BLJ Construction Inc.
713737	V	7/25/2014	8/29/2014	\$5,170.00	848963.111	AK Masonry
713738	P	7/25/2014	8/4/2014	\$255.00	848963.111	American Demolition, Inc.
713787	P	7/31/2014	8/11/2014	\$1,138.00	848963.111	Freeland Construction
713788	V	7/31/2014	8/11/2014	\$5,306.86	848963.111	5 Star Building Products, LLC
713789	P	7/31/2014	8/5/2014	\$3,081.96	848963.111	BLJ Construction Inc.
713870	P	8/11/2014	8/21/2014	\$4,372.00	848963.111	5 Star Building Products, LLC
713871	P	8/11/2014	8/29/2014	\$935.00	848963.111	5-Star Electric
714032	P	8/29/2014	9/3/2014	\$10,056.70	848963.111	Grant R. Lippard
714033	P	8/29/2014	9/3/2014	\$3,842.38	848963.111	AK Masonry
714034	P	8/29/2014	9/8/2014	\$100.00	848963.111	CCS Loans, Inc
Totals			Paid:	\$308,620.22		
			Void:	\$10,476.86		
			Outstanding:	\$0.00		

Julie Brunco 4-2-15
COO
CCS LOANS, INC.



A. Settlement Statement (HUD-1)

B. Type Of Loan							
1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> RHS	3. <input type="checkbox"/> Conv Unins	6. File Number 6L14857	7. Loan Number	8. Mortgage Insurance Number		
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv. Ins.						
<p>C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing, they are shown here for informational purposes and are not included in the totals.</p>							
D. Name & Address of Borrower GRANT R. LIPPARD CALLIE L. LIPPARD 448 CONCHO WAY LEHI, UTAH 84043			E. Name & Address of Seller Invent Development LLC or Custom Craft Homes, LLC		F. Name & Address of Lender		
G. Property Location 36-369-0001 505B North Grey Hawk Drive Lehi, UT 84043			H. Settlement Agent GT TITLE SERVICES, INC. - 512 EAST 4500 SOUTH, SUITE 150 SALT LAKE CITY, UT 84107 Place of Settlement Phone: 801-327-0222 512 East 4500 South, Suite 150 Salt Lake City, UT 84107		I. Settlement Date 8/29/2013 Disbursement Date:		

J. Summary of Borrower's Transaction		K. Summary of Seller's Transaction	
100. Gross Amount Due From Borrower		400. Gross Amount Due To Seller	
101. Contract sales price	110,000.00	401. Contract sales price	110,000.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)	175.00	403.	
104.		404.	
105.		405.	
Adjustment for items paid by seller in advance		Adjustments for items paid by seller in advance	
106. City/Town Taxes to		406. City/Town Taxes to	
107. County Taxes to		407. County Taxes to	
108. Assessments to		408. Assessments to	
109. Hoa set-up fee/transfer fee	114.00	409.	
110. Hoa monthly fee \$57.00 3 months	171.00	410.	
111. Community enhancement fee	1,200.00	411.	
112.		412.	
120. Gross Amount Due from Borrower	111,660.00	420. Gross Amount Due to Seller	110,000.00
200. Amounts Paid by or In Behalf of Borrower		500. Reductions in Amounts Due to Seller	
201. Deposit or earnest money	7,000.00	501. Excess Deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	0.00
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210. City/Town Taxes to		510. City/Town Taxes to	
211. County Taxes 1/1/2013 to 8/29/2013	637.23	511. County Taxes to	
212. Assessments to		512. Assessments to	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total Paid by/for Borrower	7,637.23	520. Total Reduction Amount Amount Due Seller	0.00
300. Cash at Settlement from/To Borrower		600. Cash at Settlement to/from Seller	
301. Gross amount due from borrower (line 120)	111,660.00	601. Gross amount due to seller (line 420)	110,000.00
302. Less amounts paid by/for borrower (line 220)	7,637.23	602. Less reductions in amount due seller (line 520)	0.00
303. Cash <input checked="" type="checkbox"/> From <input type="checkbox"/> To Borrower	104,022.77	603. Cash: <input checked="" type="checkbox"/> To <input type="checkbox"/> From Seller	110,000.00

The Public Reporting Burden for this collection of information is estimated to average 35 minutes per response for collection, reviewing, and reporting the data. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. No confidentiality is assured; this disclosure is mandatory. This is designed to provide the parties to a RESPA covered transaction with information during the settlement process.

GRANT AND CALLIE LIPPARD # 84896-3

1160

3-8152/2710

7/17/14

Date

Pay to the Order of

CCS Loans

\$ 1,419.20

One Thousand Four hundred Ninety and 20/100 Dollars

ALLIANT CREDIT UNION
CHICAGO, IL

Reduce

For June Interest

[Signature]

[Redacted]

Member Since

JORDAN CU
SANDY, UT
7/17/2014 SANDY BRANCH
TELLER 0184 BATCH 65089

Pay to the order of
Jordan Federal Credit
CCS Loans
Mimi Prina
84896-3

Exhibit E

Custom Craft Response

RECEIVED

FEB 02 2015

STEVEN D. CRAWLEY
Attorney at Law
A Professional Corporation

DIVISION OF OCCUPATIONAL
& PROFESSIONAL LICENSING

P.O. Box 901468
Sandy, Utah 84090-1468

Telephone: (801) 580-3222
steven@crawleylaw.net

January 29, 2015

via email and mail

Tracy Naff
Fund Secretary
DOPL-LRF
P.O. Box 146741
Salt Lake City, Utah 84114-6741

Re: Lien Recovery Fund Property ID: CUSLIP001
My client: Custom Craft Homes

Dear Ms. Naff:

Please accept this as a response to the Notice of Application for Certificate of Compliance filed in this matter.

Contrary to the claims made, the owners have not paid Custom Craft Homes in full. Custom Craft Homes claims that it is owed approximately \$114,000.00. The parties are currently in a dispute and have, thus far, mediated the matter without resolution.

Attached hereto is the mediation statement and exhibits used in that mediation and should provide you with the information you seek.

Sincerely,



Steven D. Crawley

SDC/cc
Encl.

STEVEN D. CRAWLEY
Attorney at Law
A Professional Corporation

P.O. Box 901468
Sandy, Utah 84090-1468

Telephone: (801) 580-3222
steven@crawleylaw.net

August 14, 2014

CONFIDENTIAL

Nathan D. Alder
CHRISTENSEN & JENSEN
15 West South Temple, Suite 800
Salt Lake City, Utah 84101

Re: Lippard/Custom Craft Homes mediation

Dear Mr. Alder:

Custom Craft Homes, Inc., Jade Design Center and Utah Construction Group (hereafter collectively referred to as Custom Craft) hereby submit the following Mediation Statement. Custom Craft requests that this Statement remain confidential:

SUMMARY OF FACTS

On March 29, 2013, Custom Craft entered into a New Construction and Home Plan Agreement, attached hereto as Exhibit A (hereafter Agreement) with Grant and Callie Lippard (Lippard). The Lippards planned to build a home in Lehi, Utah on a lot that, at the time, was owned by Custom Craft. The

Agreement required that the home be built within 8 months and that the Lippards obtain their construction loan by May 26, 2013. However, changes made by the Lippards delayed the closing of their construction loan and purchasing of the lot from Custom Crafts until August 29, 2013. Additional changes delayed the issuance of a building permit until October 7, 2013. The Lippards later terminated the contract by letter dated July 2, 2014 on grounds the work was not completed in a timely manner. The Lippards have hired a contractor to complete the home and a Certificate of Occupancy has been issued.

At this time, Custom Craft claims that Lippards owe \$117,059.43 to complete the purchase of the home. On August 4, 2014, Lippards presented to the undersigned an accounting of their claims, a copy of which is attached as Exhibit B . By virtue of the accounting made by Lippards, they claim that they are owed \$15,868.75 by Custom Craft.

The undersigned has requested backup information concerning the Lippards line items Actual costs for subcontractors and Actual Costs from New Builder and although that information was promised by August 11, 2014, it has not been received as of the date hereof. Because this backup information has not been provided, Custom Craft can not adequately evaluate the offer made by Lippards.

ISSUES IN DISPUTE

Although this is not a factually complex case, the Lippards terminated the contract at issue only 44 days ago, they have demanded this mediation take place before any kind of adequate discovery has been conducted so that the parties may properly evaluate the claims made by one another. Although you will hear from Lippards that Custom Craft has dragged its feet in this matter, we have received nothing from Lippards but demands and unsupported accountings of their supposed damages.

That being said, we would expect to litigate the following issues should this mediation be unsuccessful:

- A. Do the Lippards bear responsibility for changes that delayed the project and, if so, was the termination wrongful?
- B. Are the Lippards claimed damages properly supported by the evidence?
- C. Are the Lippards claimed damages reasonable in the circumstances?

STATUS OF SETTLEMENT

Lippards have offered a mutual walk-a-way. Custom Craft has not yet responded to the offer because it lacks the necessary information to evaluate the offer.

MEDIATION GOALS

Custom Craft desires to resolve this matter in full.

RESPECTFULLY SUBMITTED this 14th day of August, 2014.

/s/ Steven D. Crawley

Steven D. Crawley
Attorney for Custom Craft



NEW CONSTRUCTION AND HOME PLAN AGREEMENT

THIS AGREEMENT, executed by and between Custom Craft Homes, Jade Design Center and Utah Construction Group ("Builder"), which agrees to build, and Grant and Callie Lippard ("Buyer"), presently residing 448 Concho way City: Lehi, State: UT, Zip: 84043, and Phone: work (801) 513-2585, home () who agrees to enter into a Building contract with Custom Craft Homes, described real property, located at 5058 N. Grey Hawk Dr. Subdivision Traverse Mountain also known and numbered as tax id 38369000 according to the recorded plat or map thereof recorded in: Utah County, together with improvements to be constructed thereon substantially in accordance with Plan Name/No/Elev: see exhibit A attached plus any optional items or extras hereinafter itemized (the "Property"), pursuant to the terms and conditions herein set forth.

1. **Purchase Price.** The purchase price for the lot and build job is See addendum/TBD which is the sum of the cost of the items and upgrades noted on on Addendum #1. The total purchase price for construction shall be payable by Buyer to Builder as follows:
 - a. The sum of ~~\$7000~~ \$7000 Dollars as construction and home plan deposit ("Deposit") and part payment of the purchase price for the Build Job, shall be paid upon the execution of this Agreement by Buyer, Buyer hereby acknowledges and agrees that the Deposit (i) if in the form of cash, shall be delivered to Builder; or (ii) if in the form of a check or money order, shall be made payable to the order of Jade Design LLC. and delivered to Builder. Further, Buyer acknowledgejjs and agrees that the Deposit may be used by Builder for starting home plans, consultation, and as Earnest money for lot purchase or as otherwise provided in the next succeeding sentence, in connection with the construction of the Property or for general corporate purchases. The Deposit, notwithstanding the right of Builder to use the same in connection with the construction of the Property or for general corporate purposes granted to Builder in the preceding sentence, shall be held by Builder, free from claims of creditors of Buyer. CONSTRUCTION and HOME PLAN DEPOSIT IS NON-REFUNDABLE.
 - b. The sum of ~~\$7000~~ \$7000 Dollars shall be paid upon the execution of this Agreement by Buyer, receipt of which is subject to collection.
 - c. If Buyer elects to obtain a survey or is required to have a survey of the Property, Buyer shall pay the actual and reasonable cost of such survey, which cost shall not be part of the Purchase Price.
 - d. Buyer and Builder acknowledge Buyer is responsible to obtaining financing and will be responsible efforts for financing. The buyer acknowledges they will be responsible to pay Title Guarantee any and all closing costs (a closing fee, document preparation fee, and administrative fee to any title insurance company closing this transaction) shall be paid in cash, wire transfer or by certified or cashier's funds, at the time of closing. Buyer is responsible for costs associated with funding which may include both construction loan and long-term loan fees, points, origination, appraisal, underwriting, etc.
 - e. Buyer is responsible for fees which may be incurred in building or planning before construction loan is funded not limited to but including architectural drawings, engineering, city application fees, staking, etc.

Builder's Initials



Buyer's Initials



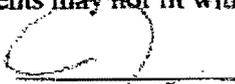
2. **ADDITIONAL TERMS.** See addendum #1, Exhibit 'A' and Plans (w/sq. ft estimate)
3. **CONSTRUCTION COMPLIANCE.** Construction of the Residence shall be in accordance with the standards and requirements of all applicable Federal, State, and Local governmental laws, ordinances and regulations, and in compliance with restrictive covenants applicable to the lot. If any regulatory requirements for construction of the home change during the course of construction and result in an increase in the costs of labor and/or materials, the Builder reserves the right to adjust the purchase price for the home to correspond with such regulatory changes. In such event, the Builder 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). Buyer acknowledges and agrees that Builder reserves the right to make changes or substitutions in the construction of the home: (i) as may be required, authorized, or approved by any governmental entities or agencies having jurisdiction thereover, including the Veterans Administration; or (ii) as Builder may deem appropriate provided such change does not impair the quality of construction.

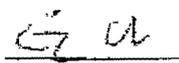
UNAVOIDABLE DELAY. In the event the Residence is not Substantially Complete by the date provided in this agreement due to interruption of transport, availability of materials, strikes, fire, flood, weather, governmental regulations, acts of God, or similar occurrences beyond the control of the Builder,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

INSURANCE. During the period of construction and until certificate of occupancy, the Builder shall maintain in full force and effect, at the Buyers expense, an all-risk insurance policy for the full replacement value of all completed portions of improvements included in the home; 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 [X] \$500,000 | | \$, with Buyers named as additional insured to be indemnified against any and all accidents, injuries, or loss of any worker or visitor to site.

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 will 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 Builder 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.

Buyer acknowledges and agrees that notwithstanding the foregoing, due to restrictions outside of Builder's control, improvements may not fit within the Property. Buyer agrees that if Builder determines


Builder's Initials


Buyer's Initials



or is notified that the improvements cannot be constructed upon the Property, Builder shall have the right without liability to Buyer or any third party, to terminate the agreement, whereupon Builder shall cause the unused portion of the deposit and all other sums paid by Buyer to Builder to be returned to Buyer and both Parties shall be released herefrom.

4. **Changes to Plans.** Buyer agrees that no change of plans or specifications desired by Buyer shall be binding upon Builder unless said changes are made in writing on Builder's Work Order or Upgrade Form signed by Buyer and Builder approves said changes in writing. The cost of any such changes shall be non-refundable, and shall be paid by Buyer in cash or by certified or cashier's funds upon execution by Buyer and acceptance by Builder of such Work Order or Upgrade Form.
5. **Insulation of Premises.** Buyer hereby acknowledges pursuant to Section 460.16 of the Federal Trade Commission Regulations regarding labeling and advertising of home insulation, that the following types, thickness and R-Values of insulation shall be installed in the following locations of the Premises and/or Unit at the time of closing:

Location	R-Value	Thickness	Type
Perimeter Walls	19	TBD	TBD
Flat Ceiling	50+	TBD	TBD
Vaulted or Cathedral	N/A		

R-Value means the resistance of insulation to heat flow. The higher the R-Value, the greater the insulating power. Builder has not made its own independent determination of the R-Value of this insulation and solely relies upon the R-Value data provided to it by the manufacturer thereof. Builder reserves the right to substitute a different type of insulation and/or insulation of a different thickness and/or insulation with a different R-Value in the premises and/or unit, provided however, that Builder shall provide Buyer with a disclosure sheet setting forth the type, thickness, and R-Value of the insulation that will be installed in each part of the premises and/or unit as soon as this information is available to the Builder and must be acceptable to Buyer. Such acceptance will not be unreasonably rejected by Buyer.

6. **Confirmation of Agency Disclosure.** Buyer acknowledges the following agency relationships in this transaction.

The Builder's Agent: James Graham Best Utah Real estate

Builder Buyer Both Buyer and Builder as a Limited Agent

The Buyer's Agent, Grant Lippard of Jet Realty, represents

Builder Buyer Both Buyer and Builder as a Limited Agent

7. **Radon Gas Disclosure and Release.** The Utah Department of Health and the United States Environmental Protection Agency (the "EPA") have detected elevated levels of naturally occurring radon gas in certain residential structures throughout Utah. The EPA has voiced concerns about the possible adverse effects on human health from the long-term exposure to high levels of radon gas. The


 Builder's Initials


 Buyer's Initials

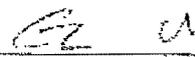


Buyer is hereby advised that Builder is not qualified and has not undertaken to evaluate all aspects of this very complex issue and that with respect to the real property which is the subject of this Purchase and Sales Agreement (the "Home"), Builder has made no representation or warranty, express or implied, concerning the presence or absence of radon in the soils beneath or adjacent to the Home or within the Home prior to, on, or after Closing Date. Furthermore, the Builder recommends that Buyer, at its sole expense, conduct its own investigation and consult with such experts as the Buyer deems appropriate, in order to determine the level of radon gas in the Home and appropriate mitigation measures, if applicable.

By signing below, the Buyer hereby acknowledges that he/she has read the foregoing disclosure and fully understands its content. The Buyer also hereby acknowledges that he/she has received a copy of the EPA's pamphlet, titled "A Citizen's Guide to Radon," and / or "Home Buyer's and Builder's Guide to Radon." Finally, the Buyer, for himself/herself and his/her successors and assigns, hereby releases the Builder from any and all liability with respect to the matters discussed in the foregoing disclosure.



 Builder's Initials



 Buyer's Initials

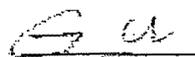
8. **Color Selection.** Buyer agrees to select, in writing, using Builder's forms provided for such purpose and at such location designated by Builder, all colors for carpet and floor coverings, and to choose all other items which are optional within five (5) business days of request of Jade Design LLC, and the date hereof. In case any item or color is unavailable Buyer shall select a comparable item within five (5) business days after receipt of notice from Builder or Builder's agent of such unavailability. Buyer agrees that upon Buyer's failure to make any choice afforded within the appropriate time limits builder may make such choices for Buyer and the same shall be binding upon Buyer, below if Buyer's failure to make any choice afforded within the appropriate time limits results in a delay in the construction schedule for completion of the improvements to the home.

Buyer hereby agrees to pay to Builder, upon request, the total cost of any extras or options and understands that installation of these extras or options will not be commenced until payment is received by Builder, unless otherwise specified in writing. Buyer hereby agrees that in the event Buyer does not close on the home for any reason, other than Builder's default, Builder shall retain all amounts paid by Buyer and/or any amounts due and owing by Buyer, which shall immediately be due and payable, for the extras and/or options ordered as liquidated damages and Buyer shall have no right, title or interest in such extras and/or options ordered. Notwithstanding the foregoing, any and all items for which Buyer has paid Builder shall become the property of the Buyer.

9. **Closing.** Closing shall be held after the completion of the improvements on the home, as evidenced by the issuance of a final or temporary Certificate of Occupancy or Final Inspection by an appropriate governmental agency and Builder's determination, along with Buyer's approval that the improvements are complete, and provided that Buyer has obtained loan approval pursuant to financing terms, if applicable. Possession of the Property shall be delivered to Buyer upon recordation of the applicable closing documents and funding of Buyer's loan, if applicable. Buyer agrees not to deliver any personal possessions including furnishings to the home until Buyer takes possession after the recordation and



 Builder's Initials

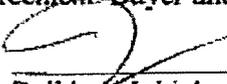


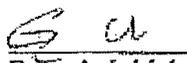
 Buyer's Initials



closing. Builder agrees to proceed with all reasonable diligence to erect the improvements on the home and to complete construction thereof within eight (8) months after Builder's acceptance hereof, except for delays caused by any conditions which would be legally supportable in the jurisdiction where the Property is being erected as impossible of performance for reasons beyond the control of Builder, including, but not limited to weather, war, acts of aggression, acts of terrorism, strikes or material shortages, or acts of God. In the event Builder fails to complete construction within the period set forth herein due to causes of the nature set forth herein, the time of delay will be added to the completion period.

10. **Notice of Completion and Walk-through.** Prior to closing, Builder shall notify Buyer that the improvements have been completed in accordance with this Agreement. The date, hour and place of closing (the "Closing Date") shall be designated by Builder in a verbal or written notice to Buyer. subsequent to receipt of such notice Buyer shall completely inspect the Property with an agent of Builder at a time designated by Builder. Buyer and an agent of Builder shall agree upon, by completion of a written form, those items that will be repaired by Builder within a reasonable time after closing. Buyer shall upon execution of such form accept the improvements and acknowledge that they were constructed pursuant to this Agreement, except as set out in said written form. If Buyer and the agent of Builder cannot agree on which items Builder will repair, Buyer shall be in default of this Agreement and Builder shall be entitled to its remedies as provided herein. Inspection and punch list items shall be repaired prior to closing and final payment.
11. **Prohibition Against Assignment.** This agreement is personal to Buyer and shall not be assigned by Buyer without the prior written consent of Builder. Builder shall not assign this agreement without prior written consent of Buyer.
12. **Inspection of Premises.** Buyer shall not inspect the Property unless accompanied by an authorized agent of Builder. Buyer also agrees that the direction and supervision of the workers on the Property, including subcontractors, rest exclusively with Builder, and Buyer agrees not to issue any instruction to or otherwise interfere with such workers. Buyer further agrees not to contract with Builder's subcontractors or to engage other builders or subcontractors except with Builder's discretionary written consent, and then only in such a manner as will not interfere with Builder's completion of the improvements pursuant to this Agreement. Buyer agrees not to modify any portion of the property or any improvements thereon or thereto prior to closing, without permission of Builder, which permission will not be unreasonably denied.
13. **Construction Site Risk.** Buyer understands that a construction site poses certain hazards and risks. Therefore, if Buyer enters the Property and/or the construction site prior to completion of construction. Buyer does so at his/her sole risk. Further, Buyer shall not suggest or encourage any other person to enter the Property and/or construction site without the prior approval of Builder. Without limiting the generality of the foregoing, prior to Substantial Completion of the Property, Buyer, his agents, employees and contractors, shall not perform any work or supply any materials relating to any improvement, alteration or change on or about the Property. Any violation of this section will constitute a material breach of this Agreement. Buyer understands and agrees that if at any time before substantial


Builder's Initials


Buyer's Initials



completion of the Property. Buyer, any member of Buyer's family, or any other person who at the request, suggestion, permission, or knowledge of Buyer or any family member of Buyer (collectively the "Invitee"), enters the property and/or the construction site, with or without Builder's approval, shall assume all risk of bodily injury while doing so. Buyer agrees to indemnify and hold Builder harmless from any and all personal injuries or other damages incurred by Buyer or any such Invitee(s) under any theory of law, or from any damage to the property or other property of Builder or others, or injury to any other person caused by or resulting from the actions of Buyer or any such Invitee(s) while on or in the vicinity of the Property. With the acceptance of the above liability, Buyer will have the right to visit and observe the site as long as Buyer or invitees do not interfere with the work.

15. **Covenants.** Buyer acknowledges that he has received a draft or final copy of the covenants, conditions and restrictions ("CC&Rs") for the Property, if applicable, and a copy of the Articles of Incorporation and Bylaws of the Homeowners Association for the subdivision in which the Property is located, if applicable. Buyer acknowledges that he has read the same and agrees to comply with all of the terms, conditions, and obligations set forth therein, as may be amended from time to time; including the obligation to pay his proportionate share of the common expenses. **SOME CC&RS CONTAIN "DISPUTE RESOLUTION" PROVISIONS, SUCH AS, BUT NOT LIMITED TO, PROVISIONS REQUIRING ARBITRATION OF DISPUTES BETWEEN HOMEOWNERS AND THE BUILDERS OF THEIR HOMES. IF THE CC&RS CONTAIN DISPUTE RESOLUTION PROVISIONS, BUYER AND BUILDER AGREE THAT TO RESOLVE DISPUTES BETWEEN THEM, THEY WILL FOLLOW AND ARE BOUND BY THE PROVISIONS OF THIS AGREEMENT CONCERNING RESOLUTION OF DISPUTES INSTEAD OF THE DISPUTE RESOLUTION PROVISIONS OF THE CC&RS.**
16. **Homeowner's Warranty.** Buyer hereby acknowledges having received, read and fully understood the Limited Warranty and specimen copy of the Limited Warranty Agreement provided to Buyer (the "Limited Warranty"). **BUYER UNDERSTANDS THAT THE SOLE WARRANTY, EXPRESSED OR IMPLIED, BEING MADE BY BUILDER IS THAT WHICH IS AVAILABLE UNDER THE LIMITED WARRANTY AS EVIDENCED BY THESE DOCUMENTS.** Buyer further understands that its participation in the aforesaid program is an essential term of this Agreement and agrees to sign such Agreements as are required for the issuance of the Limited Warranty on the Closing Date. This Agreement does not include warranty against damage caused by improper care or maintenance or careless acts of Buyer or his or her assigns, that Builder shall assign to Buyer at closing any manufacturer's or supplier's warranties with respect to consumer products. Notwithstanding anything to the contrary contained in this Agreement, any limitation on warranty shall not apply to any warranties granted to Buyer by Builder under the auspices of the Veterans Administration. The provisions of this section shall survive the taking of title to the Property by Buyer.
17. **Responsibility for Utilities.** Buyer understands that all separately metered utilities to the Property will be changed from Builder's name by Buyer no later than three (3) days after occupancy occurs, and Buyer shall thereafter be obligated to pay the cost of such utilities.

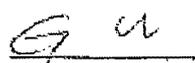

Builder's Initials


Buyer's Initials



18. **Remedies.** Time is of the essence hereof, and if any payment or condition hereof is not made, tendered, or performed by either Builder or Buyer as herein provided, then this Agreement, at the option of the party who is not in default, may be terminated by such party. In the event of such default by Builder, if Buyer elects to treat the Agreement as terminated, then all payments hereunder made shall be returned to Buyer. In the event of such default by the Buyer, if Builder elects to treat the Agreement as terminated, then all payments made hereunder, including the Deposit, shall be forfeited by Buyer and retained by the Builder, as liquidated damages. If Buyer delays, fails, refuses or neglects to close on the Closing Date designated by Builder pursuant to Sections 10 and 11 above and Builder does not elect to terminate this Agreement and the closing subsequently occurs, Buyer shall pay to Builder at closing (in addition to and not in lieu of all other amounts due from Buyer under this Agreement) a late closing fee equal to one and one-half percent (1.5%) of the remaining balance due per month ("Late Closing Fee"), prorated on a per diem basis, commencing from the original Closing Date and continuing to the actual date of closing. Alternatively, the non defaulting party may elect to enforce its remedy of specific performance against the defaulting party. The late closing fee is inapplicable if the purchase of the Property is to be financed by a VA or FHA-insured or guaranteed loan.
19. **Approval and Binding Effect.** This agreement shall become effective only after it has been approved by an officer or other authorizing agent of Builder, with his title to be shown hereon and execution hereof by a salesperson shall only constitute receipt from the Deposit recited above. Upon approval of the Builder, this Agreement shall become a binding contract between Builder and Buyer and shall endure to the benefit of the heirs, representatives, successors and permitted assigns of said parties.
20. **Captions and Gender.** The captions used herein are merely for easy reference and have no effect on this Agreement or the terms and conditions herein contained. As used herein the singular shall include the plural and the masculine shall include the feminine and neuter genders are appropriate.
21. **Governing Law.** This agreement shall be construed in accordance with the laws of the State of Utah.
22. **Title Insurance.** A current commitment for a title insurance policy in an amount equal to the purchase price shall be furnished by Builder, at its expense, to Buyer at closing. Subsequent to closing and delivery of the deed, Builder will cause a plain language title policy to be issued and delivered to Buyer and shall pay the premium thereon. An ALTA Residential Homeowner's Policy of Title Insurance ("ALTA-R Policy") or similar product may be available to Buyer at an increased cost. If the Buyer desires an ALTA-R Policy, Buyer shall notify the title company, in writing, no later than ten (10) days prior to the Closing Date and Buyer shall pay any increased premium therefor.
23. **RESPA Disclosure.** As required by the Real Estate Settlement Procedures Act of 1974, Buyer acknowledges that the Builder has not directly or indirectly required Buyer, as a condition of sale, to purchase either a fee owner's or mortgagee's title insurance policy from any particular title company. Builder has advised Buyer that it will purchase, at Builders sole cost and expense, a fee owner's title insurance policy from a title company selected by Builder. Builder has also advised Buyer that if Buyer


Builder's Initials


Buyer's Initials



does not wish to purchase the lenders title insurance policy from such company. Buyer may elect to obtain such insurance from a company of its choice (provided that doing so does not delay the closing) and Buyer shall pay, at closing, any premium charges and fees charged by that title company for the lenders title policy and related services.

24. Occupancy. Unless otherwise agreed to in writing, the Property shall not be occupied by Buyer until certificate of occupancy. Buyer warrants and represents that it intends to occupy the Property as set forth in the Occupancy Addendum attached hereto and Incorporated herein by reference.

25. Offsite Improvements. Buyer acknowledges and recognizes that in as much as Buyer is purchasing the Property during a period of construction and the Improvements may be completed prior to the completion of other homes and streets in the subdivision, there may be certain inconveniences until construction in the entire subdivision is completed, and Buyer waives all claims with respect thereto.

26. Soils. Buyer hereby acknowledges that he has been advised by Builder, and understands, that the soils within the State of Utah may result in shifting or other movement of the foundation or otherwise result in damage to the structural or other parts of the Improvements if the Improvements and the Property upon which it sits are not properly maintained. Soil investigations and tests have been made in the subdivision in which the Property is located by an independent soil engineer, a copy of which may be obtained from the Builder at Buyers request. Buyer, for himself, his heirs, administrators, executors and assigns, accepts the soil conditions of the Property and foundation design and floor slabs and footings installed thereon without any express or implied warranties other than those contained in Paragraph 16 hereof. Builder shall in no manner be responsible for landscaping problems of any type or kind. The provisions of this paragraph shall survive the taking of title to the Property by the Buyer.

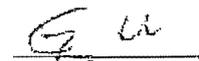
- a. Buyer is responsible for all landscaping costs.
- b. Builder has right to determine most feasible location of home on lot.
- c. Buyer is responsible for any and all cost overages that may occur from excavating, slope issues, fault issues, retaining, or any unforeseen issues that may occur. Buyer may ask Builder to be responsible to provide any and all receipts in good faith if issues may occur.

27. Buyers Acknowledgment. BUYER CERTIFIES THAT HE HAS READ EACH AND EVERY PART OF THIS AGREEMENT AND THAT THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN BUYER AND BUILDER AND NO AGREEMENTS, PROMISES OR WARRANTIES EXCEPT THOSE EXPRESSLY SET FORTH HEREIN HAVE BEEN MADE BY BUILDER OR ITS SALESPERSON TO BUYER AND NO MODIFICATIONS HEREOF SHALL BE CLAIMED BY BUYER. THIS AGREEMENT WILL SUPERSEDE ANY AND ALL UNDERSTANDINGS AND AGREEMENTS AND CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES, AND NO ORAL REPRESENTATIONS OR STATEMENTS SHALL BE CONSIDERED A PART HEREOF. NO AMENDMENT TO THIS AGREEMENT SHALL BE EFFECTIVE UNLESS IN WRITING AND EXECUTED BY THE PARTIES HERETO.

28. Miscellaneous Provisions(s):

Page 8 of 12


Builder's Initials


Buyer's Initials



29. Mediation of Disputes. Buyer and Builder agree to mediate any disputes, claims and/or controversies in law or equity between Buyer and Builder arising out of, related to or in any way connected with the Property, this Agreement, or any resulting transaction, before resorting to arbitration or court action. Mediation is a process in which parties attempt to resolve a dispute by submitting it to an impartial, neutral mediator who is authorized to resolve the dispute, but who is not empowered to impose a settlement on the parties. Mediation fees, if any, shall be divided equally among the parties involved. Before the mediation begins, the parties agree to sign a document limiting the admissibility in arbitration or any civil action of anything said, any admission made, and any documents prepared, in the course of the mediation consistent with Utah law. If any party commences an arbitration or court action based on a dispute or claim to which this paragraph applies without first attempting to resolve the matter through mediation, then in the discretion of the arbitrator(s) or judge, the party shall not be entitled to recover attorneys' fees even if they would otherwise be available to that party in any such arbitration or court action.

30. Arbitration of Disputes. Buyer and Builder agree that any and all disputes, claims and/or controversies in law or equity between Buyer and Builder arising out of, related to or in any way connected with the Property, this Agreement, or any resulting transaction which are not settled through mediation shall be decided by neutral, binding arbitration and not by court action. Buyer and Builder further agree that any action brought by Buyer against Builder should be brought by independent action and that Buyer shall neither serve as a class representative nor become a class member to pursue such action. Except as otherwise expressly stated herein the arbitration shall be conducted in accordance with the rules of the American Arbitration Association ("AAA"). In all other respects, the arbitration shall be conducted in accordance with the requirements of Utah law. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The parties shall have the right to discovery as permitted by the Utah Rules of Civil Procedure.

"NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY UTAH LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION. WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."

[Handwritten signature]

31. Authority of Signers. If Buyer or Builder is a corporation, partnership, trust, estate, limited liability company, or other entity, the person executing this Agreement on its behalf warrants his or her authority to do so and to bind Buyer and Builder, respectively.

32. Offer and Time for Acceptance. Buyer offers to purchase the Property on the above terms and

[Handwritten signature]
Builder's Initials

[Handwritten signature]
Buyer's Initials



conditions. If the Builder does not accept this offer by 9:00 [] AM [X] PM Mountain Time March 29 20 13, this offer shall lapse; and the Brokerage shall return the Earnest Money Deposit to Buyer

[Signature] 3/27/13 (Buyer's Signature) (Offer Date) [Signature] 3-27-2012 (Buyer's Signature) (Offer Date)

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

Grant Lippard (Buyer's Names) (PLEASE PRINT) 448 Concho Way, Lehi UT 84043 (Notice Address) (Social Sec.#) (Phone)

Grant Lippard (Buyer's Names) (PLEASE PRINT) (Notice Address) (Social Sec.#) (Phone)

ACCEPTANCE /COUNTER OFFER/REJECTION (Check One:)

Acceptance of Offer to Purchase: Builder Accepts the foregoing offer on the terms and conditions specified above.

Counter Offer: Builder presents for Buyer's Acceptance the terms of Buyer's offer subject to the exceptions or modifications as specified in the attached Counter Offer.

By: [Signature] Date 3/28/13 Time

Rejection: Builder rejects the foregoing offer. Builder's Initials/Date [] Date

[Signature]
Builder's Initials

[Signature]
Buyer's Initials

Custom Craft Homes

MEMORABLE EXTERIORS

- ◆ Innovative architecture from one of our many architect partners
- ◆ 3rd car garages are standard on most plans
- ◆ 40% brick, or stone facade with full stone exteriors
- ◆ Maintenance-free soffit and 6" fascia with full rain gutters
- ◆ Decorative, upgraded Low-E windows by Milgard
- ◆ Two weatherproof exterior electrical outlets
- ◆ Two exterior hose bibs
- ◆ Upgraded 30-Year Architectural grade shingles
- ◆ 8" x 8" concrete patio or redwood deck (depends on lot)
- ◆ Basement Walkout for as low as \$1,000 (depends on lot)
- ◆ Amarr Classics garage doors with choice of windows & carriage hardware
- ◆ Liftmaster quiet belt drive garage door opener
- ◆ Add an RV pad for as low as \$1000 (depends on lot)

DECORATOR DESIGNED INTERIORS

- ◆ Upgraded baseboard and casing
- ◆ Two-tone painting package (\$1,150 for three-time painting on most plans)
- ◆ Upgraded lighting (includes a nine light chandelier)
- ◆ Your choice of stained or painted cabinet doors & granite counter tops. Hundreds of combinations to choose from!
- ◆ Choice of travertine, porcelain tile or hardwood floors in kitchen and entry
- ◆ Porcelain tile in all wet areas standard
- ◆ Super luxury carpet with 816 pad
- ◆ Textured or smooth interior walls with rounded corners and textured ceilings
- ◆ Fiberglass pan for washer (on framed floor only)
- ◆ Plumbing rough-in for future basement bathroom
- ◆ T110 silent floor system
- ◆ Soft water rough-in included

DESIGNER KITCHENS

- ◆ Generous allowances gives our buyers the ability to customize the following
- ◆ Solid surface counter tops (natural granite or man-made surface)
- ◆ Undermount sink with upgraded plumbing fixtures
- ◆ Pre-plumbed water line to the refrigerator
- ◆ Stainless steel appliances.

ENERGY SAVERS

- ◆ R-38 ceiling insulation
- ◆ Weather stripping on all exterior doors
- ◆ Double-paneled vinyl cased windows and patio doors
- ◆ 95% efficient natural gas furnace
- ◆ 50-gallon quick recovery gas water heater
- ◆ Energy efficient Low-E windows by Milgard
- ◆ Efficient central air conditioning
- ◆ 2x6 Framing with exceptional insulation (R-19)
- ◆ Exterior weather wrap

ELEGANT BATHS

- ◆ Garden master bath tubs depending on plan
- ◆ Upgraded Moen plumbing fixtures
- ◆ Elongated toilet in master bath
- ◆ Plumbing Rough-in for future basement bathroom
- ◆ Solid surface countertop depending on plan & budget
- ◆ Travertine, or porcelain tile floors

HOMEBUYER ASSISTANCE:

- ◆ Make sweeping changes to a plan or start from scratch and design a full custom plan from the ground up
- ◆ Full-time professional staff to assist through the building process
- ◆ Professional Interior Designer on staff to assist in coordinating color and material selection at no charge
- ◆ Choice of 1000's of custom elevations and home plans
- ◆ Updated floor plans with in-house architecture staff
- ◆ Continuous quality control inspections
- ◆ One-on-One orientation upon completion of your home
- ◆ 10 year limited "Homebuilders Limited Warranty"
- ◆ Convenient design center located in Denver
- ◆ Furnish your home with our exclusive 50% Off Manufacturer Direct program

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Where Upgrades are *The Standard*

Drew 801-638-8800 James 801-898-7653

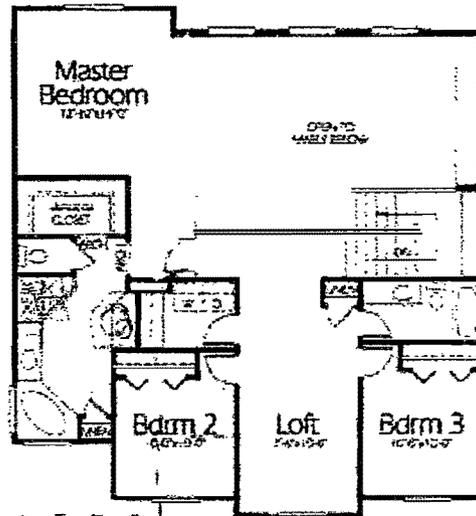
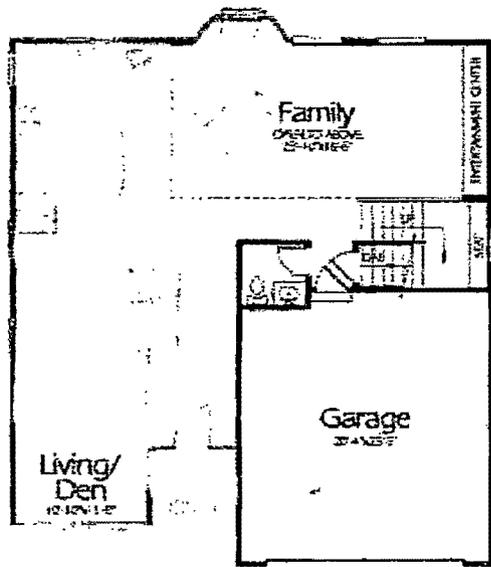


EXHIBIT 'B'



TS-2344a

Front Elevation



Main Level
1249 Sq. Feet

Upper Level
1095 Sq. Feet

Plan TS-2344a

Hearthstone Home Design

Overall Dimensions 44'-10" x 39'-6"
2344 Finished Sq. Feet
Room Sizes Shown Are Approximate

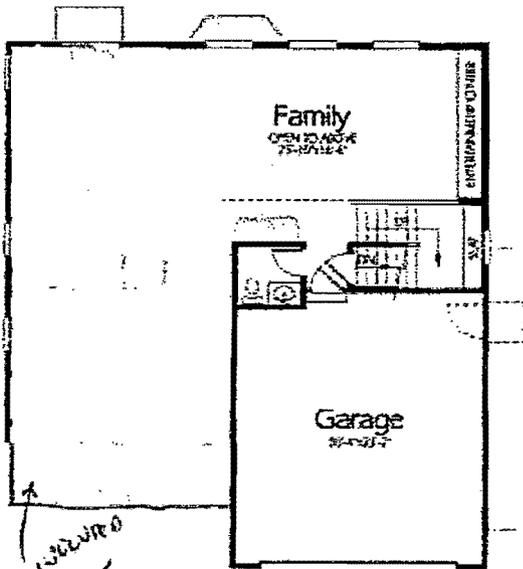
94 North 100 West - Bountiful, Utah 84010
Phone: (801) 298-2505 • Fax: (801) 298-3077
www.hearthstonedesign.com

EXHIBIT 'C'



TS-2344a

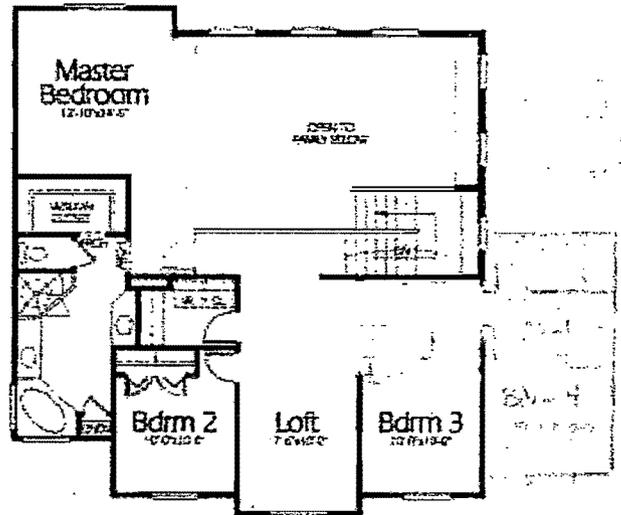
Front Elevation



12-10x14-6
2

Main Level

1249- Sq. Feet



Upper Level

1095 Sq. Feet

Plan TS-2344a

Overall Dimensions 44'-10" x 39'-6"
2344 Finished Sq. Feet
Room Sizes Shown Are Approximate

*Hearthstone
Home Design*

84 North 100 West - Bountiful, Utah 84010
Phone: (801) 298-2505 • Fax: (801) 298-8077
www.hearthstonedesign.com



ADDENDUM NO. 1

NEW CONSTRUCTION AGREEMENT

THIS IS AN [X] ADDENDUM [] COUNTEROFFER to the NEW CONSTRUCTION AGREEMENT with a Reference Date of March 27, 2013 including all prior addenda and counteroffers, between as Buyer, and Builder, regarding the Property located at . The following terms are hereby incorporated as part of the Agreement.

1. DISCLOSURE OF PRINCIPAL AS LICENSEE OR AS RELATIVE OF LICENSEE

1.1 Personal Interest. The [X] Builder [] Seller is either: [] a relative of a real estate broker or sales agent participating in this transaction; or [X] a real estate broker or sales agent licensed as such under the laws of the State of Utah, who may share in the brokerage fee paid for this transaction.

2. Builder to provide the following upgrades or budgets:

- 1) Seller shall inform Buyer in writing of the Substantial completion deadline 30 days in advance of such deadline.
- 2.) Buyer shall have permission from Seller to perform sweat equity related to the following:
 - 2.1 Installing insulation in garage
 - 2.2 Installing low-voltage speaker wire
- 3) 25 cans included
- 4) 5 Coax and Cat5 standard
- 5) Cold storage up to 50 square ft.
- 6) Quartz countertops \$10 per foot extra.
- 7) Handscraped Hallmark Chaparral wider plank flooring \$1 more per foot in the standard areas. \$6 per foot in place of carpet.
- 8) up to 5-1/4" base boards standard.
- 9) Purchase to be To Be Determined
- 10) Includes milgard windows.
- 11) Hardie at \$3 per foot extra if added.
- 12) Exhibit 'B' \$373,121 purchase price with unfinished basement and no hardie (\$408,559) with basement finished. Final price TBD from actual plans.
- 13) 9' CEILING included on all levels
- 14) Exhibit 'C' \$370,786 price without basement finished. \$403,408 with the basement finished.
- 15) Final Purchase price to be based upon plan chosen
- 16) \$2703 appliance budget "approximate"
- 17) Front yard SOD included.
- 18) Buyer to close on construction loan within 60 days.

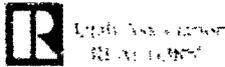
To the extent the terms of this ADDENDUM modify or conflict with any provisions of the Agreement, including all prior addenda and counteroffers, these terms shall control. All other terms of the Agreement, including all prior addenda and counteroffers, not modified by this ADDENDUM shall remain the same.

	Date
	3/27/13
Buyer	Date

Builder's Initials

	Date
	3/28/13
Builder	Date

Buyer's Initials



**Disclosure of Interest
ADDENDUM NO. 2
TO
REAL ESTATE PURCHASE CONTRACT**

THIS IS AN **ADDENDUM** **COUNTEROFFER** to that REAL ESTATE PURCHASE CONTRACT (the "REPC") with an Offer Reference Date of March 27, 2013 including all prior addenda and counteroffers, between Lippard, Grant & Callie as Buyer, and Custom Craft Homes, Jade Design Center, and Utah Construction Group ("Builder"), as Seller regarding the Property located at 5058 N. Grey Hawk Dr., Lehi, UT 84043 (the "Property"). The terms of this Addendum are hereby incorporated as part of the REPC, and 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.

1. DISCLOSURE OF PRINCIPAL AS LICENSEE OR AS RELATIVE OF LICENSEE

1.1 Personal Interest. The Buyer Seller is either: a relative of a real estate broker or sales agent participating in this transaction, or a real estate broker or sales agent licensed as such under the laws of the State of Utah, who may share in the brokerage fee paid for this transaction.

ALL OTHER TERMS of the REPC including all prior addenda and counteroffers, not modified by this ADDENDUM/COUNTEROFFER shall remain the same. Seller Buyer shall have until 10:00 AM PM Mountain Time April 06, 2013 to accept the terms of this ADDENDUM/COUNTEROFFER in accordance with the provisions of Section 23 of the REPC. Unless so accepted, the offer as set forth in the ADDENDUM/COUNTEROFFER shall lapse.

Buyer Seller Signature _____ (Date) _____ (Time) Buyer Seller Signature _____ (Date) _____ (Time)

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

ACCEPTANCE of ADDENDUM/COUNTEROFFER. Seller Buyer hereby accepts the terms of this ADDENDUM/COUNTER OFFER.

COUNTER OFFER: Seller Buyer presents as a counteroffer the terms of the attached Counteroffer No. _____

REJECTION: Seller Buyer rejects the foregoing ADDENDUM/COUNTER OFFER.

Buyer Seller Signature _____ (Date) 4/4/13 (Time) Buyer Seller Signature _____ (Date) _____ (Time)

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ADDENDUM NO. 3
TO
REAL ESTATE PURCHASE CONTRACT



THIS IS AN ADDENDUM COUNTEROFFER to that REAL ESTATE PURCHASE CONTRACT (the "REPC") with an Offer Reference Date of 03/27/2013 including all prior addenda and counteroffers, between Lippard, Grant & Callie as Buyer, and Custom Craft Homes, Jade Design Center, and Utah Construction Group ("Builder") as Seller, regarding the Property located at 5058 N. Grey Hawk Dr., Lehi, UT 84043. The following terms are hereby incorporated as part of the REPC:

- 1. Buyer to close on construction loan by 8/31/2013
- 2. Buyer's brokerage is updated from Jet Realty to Best Utah Real Estate

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 10 : 00 AM PM Mountain Time on August 16, 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.

<u>Grant Lippard</u>	<small>02800P VERIFIED 04/10/13 03:27PM EDT 5023-4241-3100# VOICE</small>	<u>Callie Lippard</u>	<small>02800P VERIFIED 04/10/13 03:27PM EDT 5023-4241-3100# VOICE</small>
<input checked="" type="checkbox"/> Buyer <input type="checkbox"/> Seller Signature	(Date)	(Time)	<input checked="" type="checkbox"/> Buyer <input type="checkbox"/> Seller Signature
			(Date) (Time)

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. _____

<u>[Signature]</u>	<u>8/15/13</u>		<u>[Signature]</u>		
(Signature)	(Date)	(Time)	(Signature)	(Date)	(Time)

REJECTION: Seller Buyer rejects the foregoing ADDENDUM.

<u>[Signature]</u>			<u>[Signature]</u>		
(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 GL CL Seller's Initials [Signature]

CHANGE ORDER REQUEST

From: Custom Craft Homes

Job Site: _____

Change Order No: 1

The following changes are to be made in the contract between Buyer and Builder:

This change order becomes an addendum to and part of the purchase contract dated: 3/27/2013 between (Buyer) LEPARD and (Builder/Seller) Custom Craft Homes, LLC. The following changes hereby incorporated as part of the purchase contract Builder and Buyer agree to the following changes:

- \$ 46,989 Additional: FINISHED BASEMENT
- \$ * Additional: 2 WALK OUTS
- \$ * Additional: TREX DECK
- \$ * Additional: + \$5,000 TOWARDS CABE.
- \$ * Additional: + \$10,000 TOWARD WALL & LANDSCAPING
- \$ Additional: _____
- \$ * Additional: + \$500 TOWARD DRAPES/BLINDS
- \$ * Additional: FORM SPRAY IN INSULATION & INSULATED BASEMENT CEILING
- \$ * Additional: GAS LINE TO DRYER, DEEP KITCHEN SINK, SINK IN LAUNDRY
- \$ Additional: _____

Current Contract Price..... \$ 403,908

Contract Price will be (increased) (decreased) (Unchanged) by this Change Order..... \$ 46,989 -

The new contract Price including this Change Order will be..... \$ 450,897

SIGNATURES ARE REQUIRED BEFORE THIS CHANGE ORDER IS EFFECTIVE.

Buyer: _____ Dated: 6/23/13
Buyer: [Signature] Dated: 6-28 2013
Builder: [Signature] Dated: 6/20/13

CHANGE ORDER REQUEST

From: Custom Craft Homes

Job Site: _____

Change Order No: 2

The following changes are to be made in the contract between Buyer and Builder:

This change order becomes an addendum to and part of the purchase contract dated: 3/27/13 between (Buyer) LIPPARD and (Builder/Seller) Custom Craft Homes, LLC. The following changes hereby incorporated as part of the purchase contract Builder and Buyer agree to the following changes:

- \$ <44,483> Additional CREDIT FOR UNFINISHED BASEMENT
- \$ _____ Additional BASEMENT TO BE UNFINISHED
- \$ _____ Additional ELIMINATE INSULATED BASKET BELIEVE
- \$ _____ Additional CABINET BUDGET TO JADK TO BE \$8,288-
- \$ _____ Additional ELIMINATE 2ND WALKOUT
- \$ _____ Additional _____

~~PREVIOUS~~
Current Contract Price..... \$ 450,397

Contract Price will be (increased) (decreased)
(Unchanged) by this Change Order..... \$ <44,483>

The new contract Price including this Change Order will be..... \$ 405,914

SIGNATURES ARE REQUIRED BEFORE THIS CHANGE ORDER IS EFFECTIVE.

Buyer: Grant Lippard 000000 467000
05/15/12 11:54 EST
VPC000000000000000000 Dated: _____

Buyer: Callie Lippard 000000 467000
05/15/12 11:54 EST
00000000000000000000 Dated: _____

Builder: [Signature] Dated: 8/15/2013



ADDENDUM NO. 4
TO
REAL ESTATE PURCHASE CONTRACT



THIS IS AN **ADDENDUM** **COUNTEROFFER** to that REAL ESTATE PURCHASE CONTRACT (the "REPC") with an Offer Reference Date of 03/27/2013 including all prior addenda and counteroffers, between Lippard, Grant & Callie as Buyer, and Custom Craft Homes, Jade Design Center, and Utah Construction Group ("Builder") as Seller, regarding the Property located at 5058 N. Grey Hawk Dr., Lehi, UT 84043. The following terms are hereby incorporated as part of the REPC:

1. The purchase price from Change Order 4 of \$420,955.20 is adjusted to \$428,850.
2. Builder shall revise master bathroom and bedroom as illustrated in Exhibit 4A, see attachment.
3. Builder shall pay all extension fees and interest for the Buyer's construction loan incurred on or after May 28, 2014.
4. Builder to provide minimum 10 foot by 18 foot walk out and patio in back yard under the deck with stairs going up to grade.
5. Builder to construct retaining walls on Property on the east (front of house), west (back of house), and south sides to meet HOA, CC&R, and city building code requirements.

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 10:00 AM **PM** Mountain Time on May 08, 2014 (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.

Buyer Seller Signature _____ (Date) 5/7/2014 (Time) _____
 Buyer Seller Signature _____ (Date) 5/7/2014 (Time) _____

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. _____

 (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.

Change Order 3

Homeowner Information:

NAME Grant and Callie Lippard
 Lot 5058 N. Grey Hawk Dr., Lehi UT 84043

Trade	Description	Qty	Price	Total
Credit	Construction Loan Extension in lieu of fixing beam on Main	1	\$ (300.00)	\$ (300.00)
Windows	Laundry window changed to 2020 from 2010	1	\$ 150.00	\$ 150.00
Windows	Masterbath changed from slider to vertical	1	\$ -	\$ -
Appliances	Viking Range RVDR3305BSS *MSRP: \$3,699	1	\$ 3,278.94	\$ 3,278.94
Appliances	Viking Wall Oven RV5OE330SS *MSRP: \$2,799	1	\$ 2,273.28	\$ 2,273.28
Appliances	Viking Microwave RVM320SS *MSRP: \$429 Plus RVMTX330SS *MSRP 249	1	\$ 634.73	\$ 634.73
Credit	Appliance Budget	1	\$ (2,703.00)	\$ (2,703.00)
Appliances	Viking Dishwasher	0	\$ 1,346.25	\$ -
Appliances	Kitchen Hood (zephyr Anzio)	1	\$ 750.00	\$ 750.00
Cabinets	Cabinet Upgrade above Budget	1	\$ 5,509.25	\$ 5,509.25
Sink	Farm Sink net of \$100 upggrade for deep sink-change order 1-Includes \$50 Cab increase	1	\$ 350.00	\$ 350.00
Countertops	Fairy White in Kitchen only Per square foot	70	\$ 10.00	\$ 700.00
Basement	Basement Bathroom	0	\$ 4,500.00	\$ -
Basement	Basement Bedroom on north wall of plan	0	\$ 6,000.00	\$ -
Basement	Frame and insulate Exterior walls (net the cost of drape insulation)	0	\$ 2,500.00	\$ -
Basement	Alternative to insulating basement walls: Basement ceiling only	1	\$ 300.00	\$ 300.00
Garage doors	Insulated Garage Doors	1	\$ 300.00	\$ 300.00
Garage doors	Insulate the exterior garage walling in addition to the interior garage walls	1	\$ 600.00	\$ 600.00
Insulation	Insulate 2 master bedroom walls adjacent to the loft and the great room	1	\$ 400.00	\$ 400.00
Plumbing	Additional 40 Gallon Water heater	1	\$ 650.00	\$ 650.00
Flooring	Vinyl flooring Mannington Adura Heritage Buckskin ALP610 on entire main - 1/2 bathroo	0	\$ 3,685.00	\$ -
Flooring	Vinyl flooring Mannington Adura Heritage Buckskin ALP610 - living & 1/2 bath	0	\$ 3,135.00	\$ -
Decking	12' x 18' deck (trex) upgrade from 8' x 18' deck (trex) on change order 1	1	\$ 1,250.00	\$ 1,250.00
Decking	12' Deck (redwood)	0	\$ 1,000.00	\$ -
Decking	10' (Trex)	0	\$ 625.00	\$ -
Decking	10' (redwood)	0	\$ 500.00	\$ -
Front Door	Craftsman Single light - Wood	0	\$ 900.00	\$ -
Front Door	Craftsman Single Light - Steel	0	\$ 288.00	\$ -
Front Door	Craftsman Single Light - Fiberglass (Masonite)	1	\$ 592.00	\$ 592.00
Stairs	Stair Cap	0	\$ 2,000.00	\$ -
Stairs	5" newel post	0	\$ 125.00	\$ -
Flooring	Fluent Floors - Luxury Vinyl (Driftwood Oak, VF-02, 1/4" x 5 3/4" x 4')	1	\$ 2,546.00	\$ 2,546.00
Flooring	Hardwood	0	\$ 2,741.00	\$ -
HVAC	Kitchen vent to outside	1	\$ 150.00	\$ 150.00
HVAC	Gas line to back patio	1	\$ 200.00	\$ 200.00
Electrical	300 CFM fan in basement storage	0	\$ 600.00	\$ -
Credit	Laundry sink	1	\$ (300.00)	\$ (300.00)
Credit	\$5,000 toward draperies/blinds above standard per change order 1	1	\$ (5,500.00)	\$ (5,500.00)
Paint	Three-tone paint (Ceiling & Trim: brilliant white EXT.RM; Walls: silver grey 1B 2131-60)	1	\$ 1,250.00	\$ 1,250.00
			\$ -	\$ -
Total			\$ 42,336.45	\$ 13,081.20

Current Contract Price \$ 405,914.00
 New Contract Price \$ 418,995.20

BUYER: [Signature] Date: 2/25/14
 BUYER: [Signature] Date: 2-24-2014
 Builder: [Signature] Date: 2-23/14

STRING P.L.'S FOR FOOTING INSPECTION

LOT GRADING SHALL BE DONE SO AS NOT TO IMPACT ADJACENT PROPERTIES

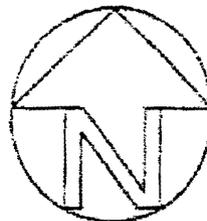
M.N. SETBACKS

FRONT - 12'

REAR - 15'

SIDES - 5'

SEE AROUND IS
FOR FOOTINGS
AND SHALL BE LESSER
FOR INSPECTION



SCALE: 1" = 20'

SETBACKS ARE MEASURED FROM SUPPORT POSTS, CANTILEVERS, BAY BOW OR BOX WINDOWS OR ANY HARD WALL LINE FROM PROPERTY LINE

ALL GEOTECH REQUIREMENTS SHALL BE MET

LOT #
PHASE #4
EAGLE SUMMIT

ALPINE HOME DESIGN INC.

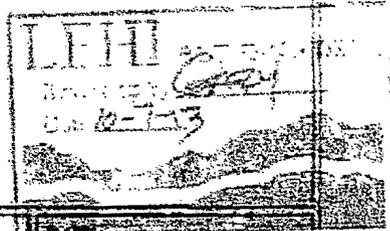
457 W. 30 N.
AMERICAN FORK, UT
801-422-4555

FILE NAME:
1 EAGLE SUMMIT

DRAWN BY:
KJL

DATE:
7/9/2013

DRAWN FOR:
UPWARD



Summary of Funds
as of 8/4/2014

Construction Loan Reconciliation - CCH's Lien Amount	
348,000.00	Total construction loan commitment
(29,745.43)	Less: Undrawn funds remaining in const loan
318,254.57	Funds disbursed by Construction Loan
(13,464.00)	Less: Lippard loan fees and closing costs paid by loan
304,790.57	Funds received by CCH from construction loan to date
7,000.00	Add: Initial Deposit with CCH applied at lot title transfer 8/29
<u>311,790.57</u>	Funds received by CCH to date
<u>428,850.00</u>	Purchase Price
<u>117,059.43</u>	Amount Owed per CCH - Lien Amount Filed

Construction Loan Reconciliation		
348,000.00	Total construction loan commitment	
(29,745.43)	Less: Undrawn funds remaining in const loan	Per CCS Budget as of 7/2/2014
318,254.57	Funds disbursed by Construction Loan	
(13,464.00)	Less: Lippard loan fees and closing costs paid by loan	Per CCS Budget as of 7/2/2014
304,790.57	Funds received by CCH from construction loan through 7/2/2014	
7,000.00	Add: Initial Deposit with CCH applied at lot title transfer 8/29/2013	Per Settlement Statement (Lot Purchase)
34,000.00	Add: Customer funds paid at construction loan origination 8/29/2013	Per Settlement Statement (Const Loan)
<u>345,790.57</u>	Funds received by CCH to date	

Purchase Price Reconciliation		
428,850.00	Purchase Price as of 7/2/2014 (Termination Date)	
(12,865.50)	Less: Buyer Agent Commission	Per Executed Escrow Instructions
415,984.50	Gross Available for CCH and Subcontractors	
(345,790.57)	Less: Funds received by CCH through 7/2/2014	
70,193.93	Net Available for CCH, Subcontractors, and New Bullder	
(19,515.83)	Less: Actual costs for subcontractors retained when UC with CCH yet paid after termination	Per Final Invoices
50,678.10	Net Available for CCH & New Bullder	
(38,934.71)	Less: Actual costs from New Bullder	Per Final Invoices
<u>11,743.39</u>	Net Available for CCH before Lippard claims	

Net Against Lippard Claims	
11,743.39	Net Available for CCH before Lippard claims
(27,612.14)	Less: Lippard Claims
<u>(15,868.75)</u>	(Net to Lippards)



Breakdown of Netting Claims

BREAKDOWN	
11,743.39	CCH Claim
Items CCH Contractually Obligated to Pay	
(7,000.00)	Return of Deposit per Contract if Terminated
(584.51)	Construction loan interest incurred in May above interest reserve per CCS statement on 6/2 less interest paid directly by CCH
(1,419.20)	Construction loan interest incurred in June per CCS statement on 7/3
(2,213.37)	Construction loan interest payoff since June
(300.00)	First construction loan extension fee that CCH was going to cover through addendum, but now is not paid by them after having terminated because it is in the contingency line
(1,740.00)	Third construction loan extension fee
(13,257.08)	Sum of Claims CCH Contractually Obligated to Pay
Additional Damages	
(2,314.64)	Extending/losing Rate Lock based on pricing from Ryan Johnson on lock with Pinnacle at 4% with no points vs ALV Mortgage GFE at 4% and 0.625 points
(1,759.49)	Legal Fees - June 2014
(2,500.00)	Legal Fees - July 2014 estimated
(600.00)	Legal Fees - August 2014 estimated
(2,680.93)	Construction loan interest incurred from 3/1/14 to 5/28/14 (months 7 - 9 of construction loan)
(4,500.00)	New Builder fee from BLJ Construction
(14,355.06)	Sum of Claims - Additional Damages
(27,612.14)	Sum of Claims
(15,868.75)	Net to Lippards

APPLICATION FOR PAYMENT

RECOMMENDED FOR DENIAL

- EXPLANATION REQUIRED -

Claim Report

Informal Claim

Claim Number LRF-2015-0604-01

October 6, 2015

Claim Examined by: Tracy

~~Claimant: Creative Woodworks Inc~~

LRF Registration #:

Registration Date:

Expiration Date:

Contractor License #: 5242205

Issue Date: 3/22/2004

Expiration Date: 11/30/2015

Claimant Classification: Contractor

Claimant's Attorney: Scott S Bridge

Nonpaying Party: Inklyne Construction, Inc.

Contractor License # 1251534

NPP Classification: Specialty Contractor

Original Contractor: Inklyne Construction, Inc.

Type: Licensed Contractor

Contractor License #: 1251534

License Issuance Date: 07/16/2003

License End Date: 02/25/2015

Homeowner(s) KATHERINE WHP LLC, FRASER

Abstract and Recommendation

Division's recommended disposition: Deny

The claimant failed to file the civil action by the deadline. The claimant filed a lien on April 17, 2013 (Exhibit A). The claimant's civil action was filed on March 10, 2015 (Exhibit B). This is 691 days after the lien. On July 29, 2015, the Division notified the claimant of the deficiency and provided a response deadline of August 27, 2015. As of September 28, 2015 The Division has not received a response.

Detailed Analysis and Findings of Facts

Date Claimant Recorded Lien

4/17/2013

Evidence in support of date: Lien

Date Claimant file civil action or NPP filed bankruptcy: 3/10/2015

Evidence in support of date: Complaint

Number of days difference: 691

Did Claimant obtain judgment against NPP? Yes

Date Claimant obtained judgment or NPP filed for bankruptcy 3/19/2015

Evidence in support of date: Judgment

Is Claimant a qualified beneficiary? Yes

Did Homeowner enter into a written contract with Original Contractor for the performance of qualified services? Yes

Evidence of a written contract Certificate of Compliance

Was Original Contractor Licensed on contract date? Yes

Did Homeowner pay Original Contractor in full? Yes

Evidence of full payment: Certificate of Compliance

Does residence qualify as "owner-occupied"? Yes

Evidence of Owner Occupancy: Certificate of Compliance

Did Claimant provide qualified services? Yes

Evidence of qualified services: Invoice

Was NPP Licensed? Yes

Did NPP pay Claimant for qualified services? No

Evidence of nonpayment: Judgment

Did Claimant exhaust collection remedies? Yes

Payment Checklist

	<u>Claimed</u>	<u>Approved</u>	<u>Difference*</u>
Qualified Services: \$	20,822.53 \$	0.00 \$	-20,822.53
Pre-judgment Atty Fees:	0.00	0.00	0.00
Pre-judgment Costs:	35.00	0.00	-35.00
Post-judgment Atty Fees:	2,698.50	0.00	-2,698.50
Post-judgment Costs:	0.00	0.00	0.00
Interest:	1,798.44	0.00	-1,798.44
Totals \$	25,354.47 \$	0.00 \$	-25,354.47

* Positive differences denote amounts approved in excess of amounts claimed; negative differences denote amounts denied.

Evidence of qualified services amount:

Evidence of pre-judgment attorney fee amount:

Attorney fees limit per Utah Code Ann. § 38-11-203(3)(f) \$0.00

Evidence of pre-judgment costs:

Evidence of post-judgment attorney fees:

Explanation of post-judgment costs:

Explanation of interest:

Interest calculated per Utah Code Ann. § 38-11-203(3)(c) in effect on date claim was filed. See attached schedule for details of interest calculations.

Exhibit A

Lien

00968008 B: 2180 P: 1920

Page 1 of 1

Alan Spriggs, Summit County Utah Recorder

04/17/2013 03:40:24 PM Fee \$10.00

By Financial Management Services, LLC

Electronically Recorded

WHEN RECORDED RETURN TO:
CREATIVE WOODWORKS, INC.
2210 WEST ALEXANDER STREET, SUITE # D
WEST VALLEY CITY, UT 84110
801-746-2405

NOTICE OF MECHANIC'S LIEN

CREATIVE WOODWORKS, INC., 2210 WEST ALEXANDER STREET, SUITE # D, WEST VALLEY CITY, UT 84110, 801-746-2405, lien claimant, acting through its limited recording agent, Financial Management Services, L.L.C., hereby holds and claims a mechanic's lien, pursuant to Section 38-1-1 et. seq. Utah Code Annotated 1953, as amended, upon the property and improvements owned or reputed to be owned by WPH LLC and located at approximately 212 WHITE PINE, PARK CITY, SUMMIT County, Utah and more particularly described as follows:

LEGAL: LOT 212, THE COLONY AT WHITE PINE CANYON PHASE 4B, PARCEL # CWPC-4B-212

The lien claimant claims a lien upon the above property for amounts owing for furnishing DESIGN, FABRICATE AND INSTALL CABINETS in connection with the improvement of said real property. The lien claimant was employed by INKLYNE CONSTRUCTION, 533 WEST 2600 SOUTH, BOUNTIFUL, UT 84011 or furnished the aforesaid SERVICES to said company. There is currently believed to be owed \$20,822.53, including lien filing fees plus interest, costs and attorney's fees, which principal amount could change, should additional credits or charges be discovered. CREATIVE WOODWORKS, INC. furnished the first said DESIGN, FABRICATE AND INSTALL CABINETS on FEBRUARY 11, 2011, and the last SERVICES were furnished on APRIL 4, 2013.

NOTICE:

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 an "owner" 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 either section (1) or (2) is met: (1)(a) the owner entered into a written contract with an original contractor, a factory built housing retailer, or a real estate developer; (b) the original contractor was properly licensed or exempt from licensure under Title 58, Chapter 55, Utah Construction Trades Licensing Act at the time the contract was executed; and (c) the owner paid in full the contracting entity in accordance with the written contract and any written or oral amendments to the contract; or (2) the amount of the general contract between the owner and the original contractor totals no more than \$5,000."

(3) An owner who can establish compliance with either section (1) or (2) may perfect the owner's protection by applying for a Certificate of Compliance with the Division of Occupational and Professional Licensing. The application is available at www.dopl.utah.gov/rirf.

Dated 17 April, 2013.

Copy sent to owner of record via Certified Mail # 7009 2250 0001 1727 2540

STATE OF UTAH

)

CREATIVE WOODWORKS, INC., claimant
By limited agent, Financial Management Services, L.L.C.

COUNTY OF SALT LAKE

)

: ss.,

By:

William J. Green
William J. Green

On April 17, 2013, being duly subscribed and sworn and appeared before me, William J. Green, who said he is a member of Financial Management Services, L.L.C., (FMS), executed the above and foregoing instrument as limited agent for the lien claimant and acknowledged to me FMS, executed the same and believes it to be true. IN WITNESS WHEREOF I have herein set my hand and affixed my seal.

Sandra Stevens
NOTARY PUBLIC, Residing in Salt Lake County, UT

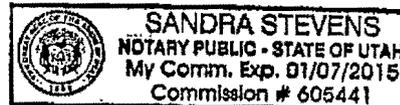


Exhibit B

Complaint

Cindee Elmer

From: GreenFiling Support <support@greenfiling.com>
Sent: Tuesday, March 10, 2015 2:44 PM
To: Cindee Elmer
Subject: Green Filing:ID 3553870 Accepted

Follow Up Flag: Follow up
Flag Status: Completed



Accepted Filing

Filing: 3553870

Document(s): Verified Statement for Judgment by Confession

Official File Stamp: 03/10/2015 02:39 PM MDT

Case: 150700229 - CREATIVE WOODWORKS INC vs. INKLYNE CONSTRUCTION INC

Court Location: D0609 - Farmington District Court

Judge: Hon. GLEN R DAWSON

Filing Attorney: Douglas E. Griffith

Filing Fee Amount: \$35.00

Filing Fee Status: Success

Card Used: VISA-xxxxxxxxxxxx7736

Authorization: 010028

Clerk's Memo:

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DOUGLAS E. GRIFFITH (4042)
KESLER & RUST

68 South Main Street, 2nd Floor
Salt Lake City, Utah 84101
Telephone: (801) 532-8000
Fax: (801) 531-7965
Attorneys for Plaintiff

IN THE SECOND JUDICIAL DISTRICT COURT
IN AND FOR DAVIS COUNTY, STATE OF UTAH

CREATIVE WOODWORKS, INC., a Utah
corporation,

Plaintiff,

v.

INKLYNE CONSTRUCTION, INC., a Utah
corporation,

Defendant.

**MOTION FOR ENTRY OF
JUDGMENT**

Civil No. 150700229
Judge Glen R. Dawson

Plaintiff Creative Woodworks, Inc. ("Plaintiff") hereby moves the court for entry of judgment against defendant Inklyne Construction, Inc. as follows:

1. On February 20, 2015, defendant Inklyne Construction, Inc. ("Defendant") executed a Confession to Judgment in favor of Plaintiff.
2. In accordance with the terms of the Confession to Judgment, Defendant acknowledged that is was indebted to Plaintiff in the principal amount of \$20,822.53.

3. Defendant agreed and consented to this court entering judgment against it in favor of Plaintiff.

WHEREFORE, Plaintiff moves the Court for the entry of judgment against Defendant in the principal amount of \$20,822.53, together with interest at the statutory rate of 10% per annum, as per Utah Code Ann. 15-1-1(2), on the unpaid balance from the date of default October 1, 2012 to the date of judgment, in the amount of \$5,032.11, for a total judgment of \$25,854.64, and for continuing interest at the statutory rate of 10% per annum, as per Utah Code Ann. 15-1-1(2), on the unpaid principal balance from the date of judgment until paid in full.

DATED: March 10, 2015.

KESLER & RUST

/s/ Douglas E. Griffith

DOUGLAS E. GRIFFITH
Attorneys for Plaintiff

Claim Report

Informal Claim

Claim Number LRF-2012-1019-10

October 5, 2015

Claim Examined by: Dane/Tracy

~~Claimant: BMC West Corporation~~

LRF Registration #: 275097 Registration Date: 1/1/1995 Expiration Date: 11/30/2015

Contractor License #: Issue Date: Expiration Date:

Claimant Classification: Contractor

Claimant's Attorney: Dana Farmer

Nonpaying Party: Scott Hatch dba Top-Line Builders

Contractor License # 251533 NPP Classification: Specialty Contractor

Original Contractor: Scott Hatch dba Top-Line Builders

Type: Licensed Contractor Contractor License #: 251533

License Issuance Date: 03/17/1992 License End Date: 11/30/2011

Homeowner(s) Joseph Bogetich & Marilyn Jolley

Abstract and Recommendation

Division's recommended disposition: Deny

On December 17, 2012, The Division notified the claimant of deficiencies in the application. Specifically, the claimant failed to provide evidence they met the civil action filing deadline. In addition, the Division requested the claimant provide a Notice of Claim of Lien and the qualified beneficiary payment worksheet. (Exhibit A) On January 15, 2013, the Division granted the claimant's request for prolonged status. On March 25, 2014 The applicant was notified their application's prolonged status had expired. On April 1, 2014 The Division granted applicant's request for prolonged status. On July 20, 2015, The Division notified the applicant their application's period of prolonged status had expired. The applicant was given a response date of August 20, 2015. (Exhibit B) As of September 28, 2015 the Division has not received a response.

Detailed Analysis and Findings of Facts

Date Claimant Recorded Lien

Evidence in support of date:

Date Claimant file civil action or NPP filed bankruptcy: 1/22/2012

Evidence in support of date: Complaint

Number of days difference:

Notice of claim of lien was not provided. A summary judgment was issued on 7/16/2012, however no additional information was received

Did Claimant obtain judgment against NPP? Yes

Date Claimant obtained judgment or NPP filed for bankruptcy 7/16/2012

Evidence in support of date: Judgment

Is Claimant a qualified beneficiary? Yes

Did Homeowner enter into a written contract with Original Contractor for the performance of qualified services? Yes

Evidence of a written contract Certificate of Compliance

Was Original Contractor Licensed on contract date? Yes

Did Homeowner pay Original Contractor in full? Yes

Evidence of full payment: Certificate of Compliance

Does residence qualify as "owner-occupied"? Yes

Evidence of Owner Occupancy: Certificate of Compliance

Did Claimant provide qualified services?

Evidence of qualified services:

Was NPP Licensed? Yes

Did NPP pay Claimant for qualified services? No

Evidence of nonpayment: Judgment

Did Claimant exhaust collection remedies? Yes

Payment Checklist

	<u>Claimed</u>	<u>Approved</u>	<u>Difference*</u>
Qualified Services: \$	20,472.93	\$ 0.00	\$ -20,472.93
Pre-judgment Atty Fees:	0.00	0.00	0.00
Pre-judgment Costs:	0.00	0.00	0.00
Post-judgment Atty Fees:	0.00	0.00	0.00
Post-judgment Costs:	0.00	0.00	0.00
Interest:	0.00	0.00	0.00

Totals	\$	20,472.93	\$	0.00	\$	-20,472.93
---------------	----	------------------	----	-------------	----	-------------------

* Positive differences denote amounts approved in excess of amounts claimed; negative differences denote amounts denied.

Evidence of qualified services amount:

Evidence of pre-judgment attorney fee amount:

Attorney fees limit per Utah Code Ann. § 38-11-203(3)(f) \$0.00

Evidence of pre-judgment costs:

Evidence of post-judgment attorney fees:

Explanation of post-judgment costs:

Explanation of interest:

Interest calculated per Utah Code Ann. § 38-11-203(3)(c) in effect on date claim was filed. See attached schedule for details of interest calculations.

Exhibit B

**12/17/2012 Conditional
Denial Letter**



Division of Occupational and Professional Licensing

GARY R. HERBERT
Governor

FRANCINE A. GIANI
Executive Director

MARK B. STEINAGEL
Division Director

December 17, 2012

DANA T FARMER
SMITH KNOWLES PC
4723 HARRISON BLVD STE 200
OGDEN UT 84403

Subject: Notice of Incomplete or Insufficient Claim Application
Conditional Denial of Claim
Lien Recovery Fund Claim No. LRF-1019-10
Claimant: BMC West Corporation
Original Contractor: Scott Hatch dba Top-Line Builders
Nonpaying Party: Scott Hatch dba Top-Line Builders
Homeowner: Joseph Bogetich & Marilyn Jolley

RESPONSE DUE DATE: January 16, 2012

Dear Claimant,

The Division has reviewed the application for payment of the above-referenced claim. Based upon that review, we find the claim documents are incomplete and do not meet the requirements of Utah Admin. Code § R156-38a-101 *et seq.* This notice sets forth the defects in the claim and specifies the date by which the claimant must respond to the notice.

Unless the claim is completed, it will be denied. The following defects must be corrected to complete the application:

Jurisdictional Flaw – Failure to File Civil Action by Deadline: Utah Code Ann. § 38-11-204(4)(d)(i)(A) & (B) require:

To recover from the fund, . . . a qualified beneficiary shall establish that . . . the qualified beneficiary filed an action against the nonpaying party to recover monies owed to the qualified beneficiary with the earlier of:

- (A) 180 days from the date the qualified beneficiary filed a notice of claim under Section 38-1-7; or
- (B) 270 days from the completion of the original contract pursuant to Subsection 38-1-7(1);

While we received documentation demonstrating the date of completion of the original contract, we did not receive a copy of the notice of claim of lien specific to the residence at issue. Therefore, we are unable to determine if your claim complies with the above-referenced requirement.

Qualified Services: Please complete the enclosed payment worksheet.

Attorney Fees: Utah Code Ann. § 38-11-203 (3) (f) provides:

If a judgment has been obtained with attorney's fees, notwithstanding the amount stated in a judgment, or if no judgment has been obtained but the contract provides for attorneys' fees, the director shall order payment of attorneys' fees not to exceed 15% of qualified services. If the judgment does not state a sum for attorney's fees, no attorney's fees will be paid by the director.

The judgment does not state a sum for attorney's fees. Thus, no attorney's fees will be paid.

Response Procedure: Please submit the required documentation and a copy of this letter to my attention at:

DOPL - LRF
PO BOX 146741
SALT LAKE CITY UT 84114-6741

Documents may also be hand-delivered to the Division of Occupational and Professional Licensing on the 1st floor of the Heber M. Wells Building – 160 East 300 South, Salt Lake City, Utah. Office hours are from 8:00 a.m. to 5:00 p.m. Monday through Friday.

Presumption a Response is Complete: The Division will review the claim application again upon receiving a written response from the claimant. The Division will treat any response received as the claimant's complete and final response. Therefore, once we receive your response the claim will be reviewed and a decision rendered.

To avoid confusion, you are advised to submit a single, complete response; DO NOT submit your response in a piece meal manner.

Claim Will Be Denied Unless Completed: As required by Utah Admin. Code § R156-38a-105b(1)(b), this Notice serves to advise the claimant that the above-referenced claim application is incomplete and will be denied unless the Division *receives* your written

December 17, 2012

Page 3

response and the information needed to complete it on or before the Response Due Date shown above.

Additional Requests for Information: Please be aware providing the documents requested above does not guarantee the application will be completed. If the requested documents are incomplete or create additional questions, you may be contacted for further information.

No Interest Accrual During Response Period: Granting an applicant time to correct an incomplete application is considered a "delay attributable to the claimant." Therefore, no interest will accrue during the period beginning with the date of this letter and ending when the required documentation is received (see Utah Code Ann. § 38-11-203(3)(c)).

Questions, Assistance, and Extensions: If you have any questions, need assistance, or wish to request an extension of time to respond, please call. Please note, Utah Admin. Code § R156-38a-105b(2) limits claimants to a single 30-day extension of time to respond to this notice. If you anticipate you will be unable to complete the claim within 30 days from the Response Deadline given above, we recommend you request the claim be prolonged pursuant to Utah Admin. Code § R156-38a-105b(3). However, you should consider that a claim may only be prolonged once unless certain narrowly defined criteria are met.

Respectfully,



Dane Ishihara
Program Manager
(801) 530-7632
dishihara@utah.gov

Exhibit B

**7/20/2015 Conditional
Denial Letter**



State of Utah
Department of Commerce

Division of Occupational and Professional Licensing

GARY R. HERBERT
Governor

SPENCER J. COX
Lieutenant Governor

FRANCINE A. GIANI
Executive Director

MARK B. STEINAGEL
Division Director

July 20, 2015

DANA FARMER
SMITH KNOWLES PC
2225 WASHINGTON BLVD STE 200
OGDEN UT 84401

Subject: Expiration of Prolonged Status
Updated Notice of Incomplete or Insufficient Claim Application
Updated Conditional Denial of Claim
Opportunity to Request Renewal of Prolonged Status
Claim No. LRF-2012-1019-10
Claimant: BMC West Corporation
Original Contractor: Scott Hatch dba Top-Line Builders
Nonpaying Party: Scott Hatch dba Top-Line Builders
Homeowner: Joseph Bogetich & Marilyn Jolly

RESPONSE DUE DATE: August 20, 2015

Dear Claimant:

On April 3, 2014 the Division placed the above-cited claim on prolonged status. Utah Admin. Code § R156-38a-105b(3)(b) provides a claim may remain on prolonged status for one year. Therefore, the claim's period of prolonged status has expired.

Updated Conditional Denial of Claim: Utah Admin. Code § R156-38a-105b(3)(d) requires "upon expiration of the one-year prolonged status of a claim, the Division shall issue to the claimant an updated notice" as to why the claim application is incomplete. As of today, the following issues must be resolved to complete the claim application:

Please see attached copy of conditional denial letter dated December 17, 2012

Response Procedure: Utah Admin. Code § R156-38-105b(3)(d) requires that the updated notice include a form that provides the claimant the opportunity to:

- Reactivate the claim and submit any documentation necessary to resolve any unresolved issues;
- Withdraw the claim; or

- Request the claim be granted another one-year prolonged status.

That form is attached. Please complete it and attach any required documentation. Note, if you request prolonged status be renewed, you must attach the documents mentioned in the instructions for the form. Please submit the form and documentation to my attention at:

DOFL - LRF
PO BOX 146741
SALT LAKE CITY UT 84114-6741

Documents may also be hand-delivered to the Division of Occupational and Professional Licensing on the 1st floor of the Heber M. Wells Building—160 East 300 South, Salt Lake City, Utah. Office hours are from 7:00 a.m. to 6:00 p.m. Monday through Thursday.

Presumption a Response is Complete: The Division will review the claim application again upon receiving a written response from the claimant. The Division will treat any response received as the claimant's complete and final response. Therefore, once we receive your response the claim will be reviewed and a decision rendered.

To avoid confusion, you are advised to submit a single, complete response; DO NOT submit your response in a piece meal manner.

Claim Will Be Denied Unless Completed: As required by Utah Admin. Code § R156-38a-105b(1)(b), this Notice serves to advise the claimant that the above-referenced claim application is incomplete and will be denied unless the Division *receives* the information needed to complete it on or before the Response Due Date shown above.

Additional Requests for Information: Please be aware providing the documents requested above do not guarantee the application will be completed. If the requested documents are incomplete or create additional questions, you may be contacted for further information.

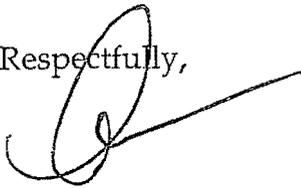
Adjudicative Hearing May be Required: If the claimant has been unable to obtain judgment against the nonpaying party due to the nonpaying party filing bankruptcy, a formal hearing before the Advisory Board and the Division may be required. If a hearing is required, you will be contacted by Steve Eklund, Administrative Law Judge of the Department of Commerce, regarding the exact date, time, and place for the hearing.

No Interest Accrual During Response Period: Granting an applicant time to correct an incomplete application is considered a "delay attributable to the claimant." Therefore, no interest will accrue during the period beginning with the date of this letter and ending when the required documentation is received (see Utah Code Ann. § 38-11-203(3)(c)).

Questions, Assistance, and Extensions: If you have any questions or need assistance please call.

Pursuant to Utah Admin. Code § R156-38a-105b(2), the deadline to respond to this notice cannot be extended by the Division.

Respectfully,



Tracy Naff
Claims Examiner
801-530-6104
tnaff@utah.gov

APPLICATION FOR PAYMENT

RECOMMENDED FOR APPROVAL

- EXPLANATION REQUIRED -

Claim Report

Informal Claim

Claim Number LRF-2014-1114-01

October 6, 2015

Claim Examined by: Dane/Tracy

~~Claimant: Stock Building Supply West Inc~~

LRF Registration #: 226118

Registration Date: 1/1/1995

Expiration Date: 11/30/2015

Contractor License #:

Issue Date:

Expiration Date:

Claimant Classification: Supplier

Claimant's Attorney: Randy Christiansen

Nonpaying Party: Peachtree Construction LLC

Contractor License # 5423682

NPP Classification: Specialty Contractor

Original Contractor: Peachtree Construction

Type: Licensed Contractor

Contractor License #: 5423682-5501

License Issuance Date: 12/24/2003

License End Date: 03/25/2015

Homeowner(s) Jason Moffat

Abstract and Recommendation

Division's recommended disposition: Approve Full Payment

On February 24, 2015, the Division notified the claimant their application would be recommended for denial. The nonpaying party listed in the application is Peachtree Construction LLC. However, the judgment submitted listed the defendant as B. David Swenson dba Peachtree Construction LLC. B. David Swenson has never held an active contractor license. On March 5, 2015 the Division approved claimants request to place the application on prolonged status in order to amend the judgment. On July 2, 2015 the Division received a request to remove the application from prolonged status and provided the Division with an amended compliant and judgment listing Peachtree Construction LLC as a defendant, therefore satisfying the deficiency. (Exhibit A)

Detailed Analysis and Findings of Facts

Date Claimant Recorded Lien

5/13/2014

Evidence in support of date: Lien

Date Claimant file civil action or NPP filed bankruptcy: 8/14/2014

Evidence in support of date: Complaint

Number of days difference: 92

Did Claimant obtain judgment against NPP? Yes

Date Claimant obtained judgment or NPP filed for bankruptcy 9/26/2014

Evidence in support of date: Judgment

Is Claimant a qualified beneficiary? Yes

Did Homeowner enter into a written contract with Original Contractor for the performance of qualified services? Yes

Evidence of a written contract Certificate of Compliance

Was Original Contractor Licensed on contract date? Yes

Did Homeowner pay Original Contractor in full? Yes

Evidence of full payment: Certificate of Compliance

Does residence qualify as "owner-occupied"? Yes

Evidence of Owner Occupancy: Certificate of Compliance

Did Claimant provide qualified services? Yes

Evidence of qualified services: Judgment

Was NPP Licensed? Yes

Did NPP pay Claimant for qualified services? No

Evidence of nonpayment: Judgment

Did Claimant exhaust collection remedies? Yes

Payment Checklist

		<u>Claimed</u>		<u>Approved</u>		<u>Difference*</u>
Qualified Services:	\$	6,707.67	\$	6,707.67	\$	0.00
Pre-judgment Atty Fees:		775.00		775.00		0.00
Pre-judgment Costs:		272.25		441.06		168.81
Post-judgment Atty Fees:		231.15		231.15		0.00
Post-judgment Costs:		100.00		100.00		0.00
Interest:		140.30		286.09		145.79
Totals	\$	8,226.37	\$	8,540.97	\$	314.60

* Positive differences denote amounts approved in excess of amounts claimed; negative differences denote amounts denied.

Exhibit A

Claimant Response

Evidence of qualified services amount: Judgment

Evidence of pre-judgment attorney fee amount: Judgment

Attorney fees limit per Utah Code Ann. § 38-11-203(3)(f) \$0.00

~~Contract does not allow for collection of attorney fees. All attorney fees denied~~
Utah Code Ann. § 38-11-203(3)(f).

Evidence of pre-judgment costs: Judgment

Attorney fees limit per UT Code Ann 38-11-2013(30(f) is \$1,006.15

Evidence of post-judgment attorney fees: Other (see comments)

Explanation of post-judgment costs:

Explanation of interest:

Interest calculated per Utah Code Ann. § 38-11-203(3)(c) in effect on date claim was filed. See attached schedule for details of interest calculations.

Schedule of Interest
All Payments Due in Same Calendar Year
LRF-2014-1114-01

Terms of Sale: N30
 Claim Filing Date: 11/14/2014
 Payment Due Date: 2/10/2014
 Interest Rate per UCA 38-11-203(3)(c) 3.250%
 Daily Interest Rate 0.0089%

Total Interest Allowed per UCA 38-11-203(3)(c) \$ 286.09

<u>Event Date</u>	<u>Stop Interest?</u>	<u>Event Description</u>	<u>Changes to Qualified Service Balance</u>	<u>Qualified Service Balance</u>	<u>Number of Days Since Last Event</u>	<u>Interest Accrued Since Last Event</u>
2/10/2014	N	Payment due	\$ 2,463.87	2,463.87	0	\$ -
2/13/2014	N	Payment due	1,399.01	3,862.88	3	0.66
2/14/2014	N	Payment due	93.47	3,956.35	1	0.34
2/17/2014	N	Payment due	639.29	4,595.64	3	1.06
2/18/2014	N	Payment due	278.61	4,874.25	1	0.41
2/25/2014	N	Payment due	361.80	5,236.05	7	3.04
2/26/2014	N	Payment due	866.47	6,102.52	1	0.47
2/26/2014	N	Payment due	444.21	6,546.73	0	-
2/26/2014	N	Payment due	18.93	6,565.66	0	-
2/27/2014	N	Payment due	142.10	6,707.76	1	0.58
5/13/2014	N	Claimant filed lien		6,707.76	75	44.79
8/14/2014	N	Claimant filed complaint		6,707.76	93	55.55
9/26/2014	N	Claimant obtained judgment		6,707.76	43	25.68
11/14/2014	N	Claimant filed application for payment		6,707.76	49	29.27
1/13/2015	Y	Application conditionally denied		6,707.76	60	35.84
1/20/2015	N	Claimant responded to conditional denial		6,707.76	7	-
3/5/2015	Y	Claimant placed application prolonged		6,707.76	44	26.28
3/31/2015	Y	Claimant files amended complaint		6,707.76	26	-
6/23/2015	Y	Claimant receives amended judgment		6,707.76	84	-
7/2/2015	N	Claimant removes prolonged status		6,707.76	9	-
10/14/2015	N	Division director approves payment		6,707.76	104	62.12

Law Offices
RANDY J. CHRISTIANSEN
ATTORNEYS AND COUNSELORS AT LAW
1505 West 130 South
Post Office Box 1776
Orem, Utah 84059

AnnMarie T. Howard
Randy J. Christiansen

Of Counsel:
Clair J. Jaussi

Telephone: (801) 374-5132
Email: annmarie@rjclawfirm.com

June 29, 2015

DOPL-LRF
Attn: Dane Ishihara
P.O. Box 146741
Salt Lake City, UT 84114-6741

RE: Claim No. LRF-2014-1114-01
Claimant: Stock Building Supply West, LLC
Original Contractor: Peachtree Construction
Nonpaying Party: Peachtree Construction, LLC
Homeowner: Jason Moffat

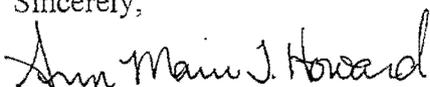
Dear Mr. Ishihara,

This letter is to formally request that the above-referenced claim be taken off prolonged status and submitted for board review. You will recall that the LRF's position was that my client, Stock Building Supply West, LLC ("Stock")'s claim was incomplete due to the fact that judgment had been obtained against B. David Swenson d/b/a Peachtree Construction, LLC, rather than against Peachtree Construction, LLC, the contractor's license holder.

Since then, we have amended the lawsuit to name the LLC and have obtained judgment against it. A copy of the Amended Complaint and the judgment against the LLC are enclosed with this letter. Peachtree Construction, LLC is the company that my client contracted with, per a copy of the enclosed credit application, and said company held a valid contractor's license during the time that Stock provided qualified services, from February 10, 2014 to February 27, 2014. A copy of that license is also enclosed. The license has been revoked as of March 25, 2015 for failure to maintain financial responsibility, but, again, was active during the time that Stock supplied the Moffat property with materials.

Hopefully this should resolve any obstacle to recommending Stock's application for payment. Please let me know if you require any further information or have any questions. Thank you for your attention and help in this matter.

Sincerely,


AnnMarie T. Howard

Enclosures

RECEIVED
JUL 02 2015
DIVISION OF OCCUPATIONAL
& PROFESSIONAL LICENSING

Randy J. Christiansen - Bar No. 5380

ATTORNEY FOR PLAINTIFF

1505 West 130 South
Orem, UT 84058
Post Office Box 1212
Provo, Utah 84603
(801) 374-5152

IN THE FOURTH JUDICIAL DISTRICT COURT OF UTAH COUNTY
PROVO DEPARTMENT, STATE OF UTAH

STOCK BUILDING SUPPLY WEST, LLC, a
Utah Limited Liability Company,

Plaintiff,

vs.

PEACHTREE CONSTRUCTION, LLC, an
expired Utah Limited Liability Company; and
B. DAVID SWENSON a/k/a DAVE
SWENSON,

Defendants.

AMENDED COMPLAINT

Civil No: 149403768

Judge: CLAUDIA LAYCOCK

COMES NOW the Plaintiff, Stock Building Supply West, LLC, by and through its attorney of record, Randy J. Christiansen, and complains of Defendants and for cause of action alleges as follows:

GENERAL ALLEGATIONS

1. Defendant PEACHTREE CONSTRUCTION, LLC is an expired Utah Limited

Liability Company having its existence by virtue of the laws of the State of Utah.

2. Defendant B. DAVID SWENSON a/k/a DAVE SWENSON is a resident of the State of Utah.

3. That JASON A. MOFFAT and BRITTANY E. MOFFAT (hereinafter referred to as the MOFFATS, who are not named herein as Defendants but are mentioned solely to show the chronology of events) are the record owners of a certain parcel of property in Salt Lake County, State of Utah, which said property is more particularly described as follows:

LOT 16, AKAGI FARM, PHASE 1, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

Tax ID # 28-33-354-005-0000

4. That the above-referenced property is a single family dwelling and owner-occupied residence that is not offered for sale to the public within the meaning of the Residence Lien Restriction and Lien Recovery Fund Act, Title 38, Chapter 11 of the Utah Code (hereinafter the FUND).

5. That the MOFFATS do or may occupy the residence, or that the residence is or, after completion of the construction on the residence, may be occupied by the owner or the owner's tenant and lessee as a primary or secondary residence within 180 days from the date of the completion of the construction on the residence.

6. That the MOFFATS entered into a contract with Defendant PEACHTREE CONSTRUCTION, LLC (hereinafter referred to as the Defendant Contractor) for the

~~construction of an owner-occupied residence upon the above-described real property.~~

7. That the MOFFATS have paid the Defendant Contractor all sums due under the aforementioned contract, and have obtained a Certificate of Compliance with the FUND, a copy of which is attached hereto as Exhibit "A".

8. That the Defendant Contractor was a licensed contractor at all times while building the aforementioned owner-occupied residence, according to the Utah Division of Occupational and Professional Licensing.

9. That on or about February 10, 2014, Plaintiff agreed to furnish and did supply the Defendant Contractor building materials and supplies for the construction, alteration, or improvement of the premises upon the above-referenced property, under a contract.

10. That Plaintiff supplied said building materials and supplies to the above-referenced property beginning on February 10, 2014 and until and including February 27, 2014 under the aforementioned contract and that all payments were due under credit arrangements in which the Defendant Contractor agreed to pay cash within 30 days.

11. That the reasonable value of the materials supplied, for which no payments, credits, or offsets have been made or allowed, is \$6,707.67, with interest in the amount of \$358.89 through June 30, 2014, plus continuing interest thereon from said date at the rate of 21% per annum until paid as allowed by contract, as well as Court costs and attorney's fees, as allowed by contract and by law pursuant to Utah Code §58-55-603.

12. That due to non-payment of the funds owed, as described in the previous

~~paragraph, Plaintiff recorded a lien against the above-described property in Salt Lake County on~~
May 13, 2014. A copy of said lien is attached hereto as Exhibit "B".

13. That due to the MOFFATS receiving a Certificate of Compliance from the FUND, Plaintiff released its lien on July 31, 2014. A copy of said release is attached hereto as Exhibit "C".

FIRST CAUSE OF ACTION

(Breach of Contract)

14. Plaintiff incorporates and re-alleges all of the paragraphs of the General Allegations.

15. The Defendant Contractor is in breach of contract, and as a result of the non-payment of sums due, Plaintiff has been damaged in the amount of \$6,707.67, with interest in the amount of \$358.89 through June 30, 2014, plus continuing interest thereon from said date at the rate of 21% per annum until paid, plus all costs of Court and reasonable attorney's fees incurred by Plaintiff, all as allowed by law and under the contract aforementioned, hereto attached as Exhibit "D".

FOURTH CAUSE OF ACTION

(Personal Guarantee)

16. Plaintiff incorporates and re-alleges all of the paragraphs of the General Allegations and first Cause of Action.

17. Defendant B. DAVID SWENSON a/k/a DAVE SWENSON signed a personal guarantee of account wherein he agreed to be personally liable for the debts of the Defendant

~~Contractor, and, as such, is indebted to Plaintiff in the amount of \$6,707.67, with interest in the~~
amount of \$358.89 through June 30, 2014, plus continuing interest thereon from said date at the
rate of 21% per annum until paid, plus all costs of Court and reasonable attorney's fees incurred
by Plaintiff, all as allowed under the contract aforementioned and by law.

WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

1. For judgment against the Defendant Contractor PEACHTREE
CONSTRUCTION, LLC for breach of contract in the amount of \$6,707.67, with interest in the
amount of \$358.89 through June 30, 2014, plus continuing interest thereon from said date at the
rate of 21% per annum until paid, plus all costs of Court and reasonable attorney's fees incurred
by Plaintiff, all as allowed under the contract aforementioned and by law.
2. For judgment against the Defendant B. DAVID SWENSON a/k/a DAVE
SWENSON on his personal guarantee in the amount of \$6,707.67, with interest in the amount of
\$358.89 through June 30, 2014, plus continuing interest thereon from said date at the rate of 21%
per annum until paid, plus all costs of Court and reasonable attorney's fees incurred by Plaintiff,
all as allowed under the contract aforementioned and by law.
3. For attorney's fees in the amount of at least \$775.00, as allowed by Rule 73 of the
Rules of Civil Procedure.
4. For such other and further relief as to the Court seems just.

DATED this 31st day of March, 2015.

/s/ Randy J. Christiansen
RANDY J. CHRISTIANSEN
Attorney for Plaintiff

Address of Plaintiff:

P.O. Box 2158
Layton, UT 84041

EXHIBIT "A"



State of Utah
Department of Commerce

Division of Occupational and Professional Licensing

GARY R. HERBERT
Governor

SPENCER J. COX
Lieutenant Governor

FRANCINE A. GIANI
Executive Director

MARK B. STEINAGEL
Division Director

CERTIFICATE OF COMPLIANCE

Utah Residence Lien Restriction and Lien Recovery Fund Act

Certificate Number: PEAMOF001

As regards the following described property:

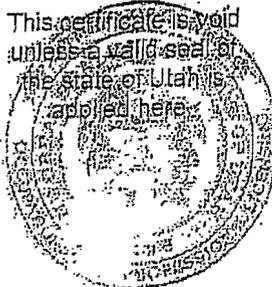
Homeowners' Name(s): Jason & Brittany Moffat
Original Contractor: Peachtree Construction LLC
Located at: 1499 Akagi Lane, Draper UT, 84020
Property Tax Parcel Number: 28-33-354-005-0000
Described as: Lot 16

the Director of the Division of Occupational & Professional Licensing of the State of Utah, being advised by the Residence Lien Recovery Fund Board and being apprized of all relevant facts finds that:

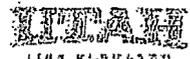
1. The incident property is an "owner-occupied residence" as defined in UTAH CODE ANN. § 38-11-102(18);
2. The owner of the incident property entered into a written contract with an original contractor licensed or exempt from licensure pursuant to Utah Code Title 58, Chapter 55, a real estate developer, or a factory built housing retailer as required by UTAH CODE ANN. § 38-11-204(4)(a); and
3. The homeowner paid the original contractor, real estate developer, or factory built housing retailer in full according to the terms of the contract and any modifications thereto as required by UTAH CODE ANN. § 38-11-204(4)(b).

Wherefore, the Director concludes and orders that Jason & Brittany Moffat have met all requirements for the protections described in Utah Code Ann. § 38-11-107. This order shall be effective for all claims against the property by any entity that provided qualified services on the residence as part of the contract dated January 2, 2014 between Jason Moffat and Peachtree Construction LLC Pursuant to Utah Code Ann. § 38-11-107(3), anyone claiming lien pursuant to Utah Code Ann. § 38-1-1 et seq. against the incident property as part of the aforementioned contract must release that lien within 15 days of the date a copy of this Certificate was mailed to said lien claimant.

DATED this 16 day of July, 2014.



Mark B. Steinagel, Director



Instructions and Information
Use of Certificate of Compliance to Release Liens
Challenge of Division Decision

Homeowner Responsible to Notify Lien Claimants: A lien claimant who files a mechanics' lien or foreclosure action upon an owner-occupied residence is not liable to the homeowner for costs, attorneys' fees, damages arising from a civil action related to the lien filing or foreclosure action if the lien claimant removes the lien within 15 days from the date the owner obtains a certificate of compliance and mails a copy of the certificate of compliance by certified mail to the lien claimant. The 15-day period begins accruing from the date postmarked on the certificate of compliance sent to the lien claimant. [Utah Code Ann. § 38-11-107(3)]

Challenging Issuance of Certificate of Compliance: According to Utah Code Ann. § 38-1-11(6)(d), an application for certificate of compliance is an informal proceeding. If the original contractor filed a timely response as required by Utah Admin. Code § R156-38-105a(7), the original contractor may challenge issuance of the certificate of compliance by filing a request for agency review within 30 days of the date of this order. Procedures regarding requests for agency review are attached.

MAILING CERTIFICATE

I hereby certify that on the 16 day of July, 2014, a true and correct copy of the foregoing Order was sent first class mail, postage prepaid, to the following and to ~~all parties listed on the attached "List of Known Lien Claimant"~~:

JASON & BRITTANY MOFFAT
1499 AKAGI LANE
DRAPER UT 84020

Homeowner(s)

BART DAVID SWENSON
PEACHTREE CONSTRUCTION
3473 INVERNESS DR
SYRACUSE UT 84075

Original Contractor



Tracy Naff, Fund Secretary

EXHIBIT "B"

11848282
5/13/2014 12:32:00 PM \$10.00
Book - 10230 Pg - 3748
Gary W. Ott
Recorder, Salt Lake County, UT
STOCK BUILDING SUPPLY
BY: eCASH, DEPUTY - EF 1 P.

WHEN RECORDED RETURN TO:
Stock Building Supply
PO Box 2158
Layton, Utah 84041
801-543-1754

NOTICE OF MECHANICS LIEN

Claimant: Stock Building Supply West, Inc
Reputed Owner: JASON A & BRITTANY E MOFFAT; JT, 1499 E AKAGI LN, DRAPER, UT 84020
Record Owner: JASON A & BRITTANY E MOFFAT; JT, 1499 E AKAGI LN, DRAPER, UT 84020
Debtor: PEACHTREE CONST. #177862 BRITTNEY
3473 IYERNESS DR
SYRACUSE, UT 84075

Amount owed: \$6908.91 together with interest, costs, and attorney fees as allowed by contract and by law.
First labor and materials were furnished: 2/10/2014
Last labor and materials were furnished: 2/27/2014
Property subject to this lien:

County: Salt Lake

LOT 16, AKAGI FARM PH I, 7619-1964 7835-2844 8429-2895-9799-2438

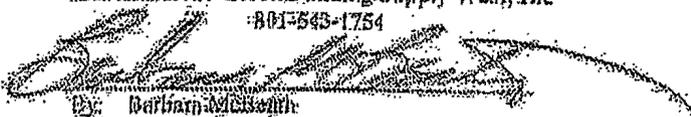
Parcel #: 28333540050000

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 an "owner" 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 following conditions are satisfied:

- (a) the owner entered into a written contract with either a real estate developer or an original contractor;
- (b) the original contractor was properly licensed or exempt from licensure under Title 58, Chapter 55, Utah Construction Trades Licensing Act at the time the contract was executed; and
- (c) the owner paid in full the original contractor or real estate developer or their successors or assigns in accordance with the written contract and any written or oral amendments to the contract.

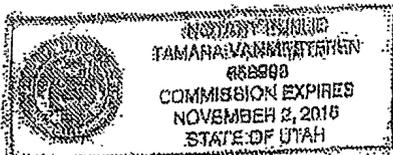
DATED this May 9, 2014

CLAIMANT: Stock Building Supply West, Inc
801-543-1754


By: Barbara McBeath
ITS: Lien Coordinator

ACKNOWLEDGMENT

On May 9, 2014, Barbara McBeath personally appeared before me and stated and swore under oath that she is the authorized agent to sign for Claimant, that this Notice of Mechanics Lien was signed on claimant's behalf, that she is authorized by Claimant to sign on its behalf, that this claim of Mechanic's Lien and the information contained herein is true and correct and represents a valid claim to the best of her knowledge.




Notary Public

EXHIBIT "C"

WHEN RECORDED RETURN TO:
Stock Building Supply West
P.O. Box 2158
Layton, Utah 84041
801-543-1754

11880149
7/31/2014 3:12:00 PM \$10.00
Book - 10249 Pg - 6816
Gary W. Ott
Recorder, Salt Lake County, UT
STOCK BUILDING SUPPLY
BY: eCASH, DEPUTY - EF 1 P.

CANCELLATION NOTICE OF LIEN

Comes now STOCK BUILDING SUPPLY West, and gives notice that the Lien recorded as Entry Number 11848282 on the 13th day March of 2014 at 12:32:00 P.M. in the records of Salt Lake County, State of Utah, on the following described property is hereby canceled:

LOT 16, AKAGI FARM PH 1, 7619-1964 7835-2844 8429-2895 9799-2438

Parcel Number: 28333540050000

CONTRACTOR: DEATCHTREE CONST #177862 BRITNEY
3473 EVERNESS DR
SYRACUSE, UT 84075

OWNER: JASON A & BRITTANYE MOFFAT, JT
1499 AKAGI LN
DRAPER, UT 84020

~~Stock Building Supply West~~
~~Barbara McBeath~~
Lien Coordinator

State of Utah)
SS,
County of Davis)

On July 21, 2014, Barbara McBeath personally appeared before me and acknowledged to me that she is the Lien Coordinator for STOCK BUILDING SUPPLY WEST and that the foregoing instrument was signed on behalf of said corporation by the authority of a resolution of its Board of Directors.

[Signature]
Notary Public
My Commission Expires Nov 2, 2016

NOTARY PUBLIC
TAMARA VANMEETEREN
889883
COMMISSION EXPIRES
NOVEMBER 2, 2016
STATE OF UTAH

EXHIBIT "D"

STOCK
Building Supply
 www.stocksupply.com

CREDIT APPLICATION, GUARANTY & MASTER SALES AGREEMENT

EQUIP. RECORDING TYPE	NATIONAL CONS. NO.	INDIVIDUAL CONS. NO.	EXPIRATION DATE	SALESPERSON
0061			9/07	11/15
ACCOUNT NO.	177862			

(Please Print)

INDIVIDUAL SOLE PROPRIETOR PARTNERSHIP CORPORATION LLC LLP

BUS. COMPANY NAME / OR INDIVIDUAL NAME / OR CUSTOMER NAME: Rockwell Construction Co. FAX NO. (301) 546-1771

ADDRESS - STREET NO. & STREET NAME: 3724 N. Sunrise Ave. CITY: Kaplan, MO STATE: MO ZIP: 64507

PHONE: 644-3474 TELEPHONE: 644-3474 E-MAIL ADDRESS: office@rockwell.com HOW LONG IN BUSINESS UNDER CURRENT NAME: 27 MONTHS

INITIAL OR LOCATION (House No., Street Name, City or Lot No.; Subdivision Name & City): 1155 REQUEST A COPY OF RECORD & WARRANTY INFO TO THE PROPERTY

METHOD OF PAYMENT (Check One) CONSTRUCTION LOAN HOME EQUITY LOAN SAVINGS CREDIT CARD

REPAYMENT OF METHOD OF PAYMENT PERSONAL LOAN OTHER (check explanation)

COMPANY/INDIVIDUAL BANK ACCOUNT WITH: Wells Fargo BANK NAME: Wells Fargo ACCOUNT NO.:

PHONE NO.: 644-3474 BUILDER'S LICENSE NO. 170355011 DRIVER'S LICENSE NO. 170355011

AUTHORIZED CHARGER: Dave Swanson PURCHASE ORDER NUMBER: 177862

PRINCIPALS OF COMPANY

NAME: <u>Dave Swanson</u> TITLE: <u>President</u> SIGNATURE: _____
ADDRESS: <u>3724 N. Sunrise Ave.</u> CITY: <u>Kaplan, MO</u> STATE: <u>MO</u> ZIP: <u>64507</u>
PHONE: <u>644-3474</u> FAX: _____
EMAIL: _____
NAME: _____ TITLE: _____ SIGNATURE: _____
ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____
PHONE: _____ FAX: _____
EMAIL: _____

CREDIT REFERENCES

COMPANY	PHONE NUMBER	FAX NUMBER
1) <u>America First Credit Union</u>		
2) <u>Wells Fargo</u>		
3) <u>Wells Fargo</u>		
4) _____		
5) _____		

PLEASE ATTACH A COPY OF YOUR LATEST FINANCIAL STATEMENT AND PROFIT & LOSS STATEMENT

THE UNDERSIGNED ACKNOWLEDGE(S) & AGREE(S) TO THE TERMS OF THIS AGREEMENT. BY EXECUTING THIS CREDIT APPLICATION/SALES AGREEMENT, THE UNDERSIGNED JOINTLY AND SEVERALLY AGREE(S) TO COMPLY WITH ALL PROVISIONS HEREOF, AND TO PAY ALL SUMS AND CHARGES ON THIS OR ANY PAST, PRESENT OR FUTURE ACCOUNT OPENED AND/OR MAINTAINED IN ANY ACCOUNT NAME, REGARDLESS OF THE CAPACITY IN WHICH SIGNED. THE UNDERSIGNED ACKNOWLEDGE(S) THAT THE TERMS AND CONDITIONS ON THE REVERSE SIDE ARE PART OF THIS AGREEMENT.

THE CUSTOMER GRANT(S) STOCK PERMISSION TO INVESTIGATE/VERIFY CREDIT INFORMATION. APPLICANT AND ITS AGENT(S) AND GUARANTOR(S) HEREBY AUTHORIZE ANY AND ALL BANKS, FINANCIAL INSTITUTIONS, AND OTHER CREDIT REPORTING AGENCIES TO FURNISH CREDIT INFORMATION TO STOCK TO BE USED FOR THE PURPOSE OF EXTENDING CREDIT TO THE APPLICANT.

SIGNATURE: Dave Swanson NAME (Please Print): _____

SIGNATURE: _____ NAME (Please Print): _____

UNCONDITIONAL PERSONAL GUARANTY

For good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, and in order to induce STOCK BUILDING SUPPLY, INC., a North Carolina corporation and/or any subsidiary thereof collectively, along with their respective successors and assigns, hereinafter "Stock" (or either of them) to extend credit to the undersigned Guarantor(s) collectively "Guarantor(s)" and jointly and severally guarantee the due and punctual payment to Stock of any and all of Customer's liabilities and obligations (collectively "owed to Stock") when the same become due. If there are more than one Guarantor, this Guaranty shall be and is JOINT and SEVERAL obligation. Guarantor hereby waives all notice, presentment for payment, demands, protest, notice of protest, nonpayment and dishonor. Guarantor further waives any requirement that any action be brought against the Customer, the result be had, list against any collateral or other security before or after the date of this Guaranty.

Guarantor agrees that all guarantors, sureties and endorsers shall be jointly and severally bound and liable under this Guaranty. The release of any one or more guarantors, or the securing or release of any guarantors, sureties or endorsers or their obligation, in whole or in part, of any other collateral as security for this instrument shall not release, alter or otherwise affect Guarantor's liability.

CRD 178 (1/04)

hereunder, I authorize Guarantor agree that the extension, modification or amendment of any terms of Customer's Obligations, with or without notice to Guarantor, shall not release, alter or otherwise affect Guarantor's liability hereunder in any manner whatsoever.

In the event Stock or the holder of this instrument incurs any legal proceedings or incurs any costs or expenses, including but not limited to attorney's fees, in exercising or enforcing any of Stock's rights or remedies under the Credit Application, Guaranty, & Master Sales Agreement ("Agreement"), Guarantor agrees such costs and expenses, including attorney's fees, may be added to the balance due and Guarantor shall be liable for payment of Stock's costs, expenses and attorney's fees as an additional obligation under this Guaranty.

Guarantor hereby consents to and authorizes Stock to use or obtain from time to time and from more than one non-business consumer credit reports on Guarantor, as principal, proprietor and/or guarantor, in connection with the extension or continuation of business credit as contemplated by the Agreement or for any other purpose permissible under the Federal Fair Credit Reporting Act and/or other applicable law.

This guaranty shall be deemed made upon the execution and delivery hereof by Guarantor, upon such extension of credit by Stock to Customer and upon each incurrence of any Obligations by Customer.

THIS IS A PERSONAL OBLIGATION; DO NOT USE CORPORATE OR OTHER ENTITY TITLES

PERSONAL GUARANTORS

[Signature] NAME: _____ DATE: _____
 SOCIAL SECURITY NO.: _____ NAME (If not used): _____ SOCIAL SECURITY NO.: _____
 STREET ADDRESS: _____ STREET ADDRESS: _____
 CITY STATE ZIP: _____ CITY STATE ZIP: _____
 WITNESSES: _____ WITNESSES: _____

TERMS OF SALE

- PRICES:** All prices are subject to price in effect at time of shipment. All price quotations are valid only for materials shipped during the month indicated on the quotation or price list. All prices quoted without sales tax shall have such tax added thereto. Plans, estimates and take offs are solely estimates and are not guaranteed.
- Terms:** Payment to Stock is due in full by the 10th of the month following month of invoice.
EXCEPTION TO TERMS: IF A CONSTRUCTION LOAN IS OBTAINED, OR THE END MORTGAGE CLOSING OCCURS, OR FUNDS GENERALLY DESIGNATED FOR PAYMENT OF LUMBER AND BUILDING SUPPLIES ARE ADVANCED TO CUSTOMER, PAYMENT TO STOCK IS DUE AND PAYABLE AT THE TIME OF SUCH LOAN, CLOSING OR ADVANCE OF FUNDS, if such job is not paid immediately thereupon, the obligor and/or advance of funds, its officers or other individuals signing for Customer shall automatically and unconditionally become joint and several personal guarantors of the payment of said job.
- TIME PRICE DIFFERENTIAL (SERVICE CHARGE) OF 1.75 PER CENT** per month shall be added after expiration of the terms of sale.
- Waiver of Lien:** Full payment required prior to, or at the time of, issuance.
- Any business principal individually grants Stock permission to investigate and verify their individual credit information at the sole discretion of Stock for the purpose of extending credit to the applicant.
- The Customer grants the Stock permission to report information to proper persons and/or credit bureaus.
- All stock items returned to Stock for credit are subject to a handling charge of up to 25%. No credit allowed on special millwork, special order items, non-stock items, other specialty merchandise, nor on dirty, damaged or unusable merchandise.
- This agreement, and any amendment hereto, is subject to continuous credit approval. Any amendments to, or deviations from, this agreement must be in writing, duly executed by an authorized Stock representative. This agreement supersedes all prior agreements, unless otherwise stated, and governs all purchases made by Customer.
- If Customer issues purchase orders or other documents relating to any purchases, and any terms thereof conflict with the terms herein, the terms and conditions of this agreement shall govern.
- Delivery of merchandise to the construction site:** continuous delivery to Customer, regardless of whether Customer or his agent is at the site at time of delivery. Stock shall not be responsible for failure or delay in delivery. Customer waives any claims for damages arising by virtue of delay in delivery of material by Stock, regardless of the cause of delay.
- In the event a construction lien is filed against a project, all accounts are subject to revocation at discretion of Stock. All discounts are applicable as long as Customer's account(s) with respect to any purchases is not in default.
- Default:** Should any default be made in any of the terms hereunder, all amounts owed by Customer shall become immediately due and payable. In the event the account is placed for collection, Customer and Guarantors agree to pay all expenses of collection to the extent permitted by law including, but not limited to, attorney's fees incurred by Stock.
- All claims **MUST** be made in writing within five days of delivery. Any claims for adjustments or corrections of billings must be made within five days of receipt of invoice.
- The parties consent that any action between the parties to this agreement may be brought in any jurisdiction in which Stock conducts business, at the option of Stock. This agreement shall be governed by and enforced in accordance with the laws of the state in which the majority of goods purchased by Customer are delivered.
- All manufacturers' warranties for material sold by Stock shall be assigned to customer. All labor performed by Stock is warranted to be free from improper workmanship for a period of one (1) year from the date of performance.
- WARRANTIES:** EXCEPT AS EXPRESSLY PROVIDED ABOVE, THERE ARE NO WARRANTIES MADE WITH RESPECT TO THE FURNISHING OF LABOR OR MATERIALS BY STOCK, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND THE IMPLIED WARRANTY OF MERCHANTABILITY.
- LIMITATION OF REMEDIES:** IN NO EVENT SHALL STOCK BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT TORT OR ANY OTHER LEGAL THEORY. CUSTOMER ACKNOWLEDGES THAT THE WARRANTIES SET FORTH HEREIN SHALL BE THE SOLE AND EXCLUSIVE REMEDY OF CUSTOMER. CUSTOMER WAIVES ALL OTHER REMEDIES, WARRANTIES, GUARANTIES AND LIABILITIES, EXPRESS OR IMPLIED, AND ACKNOWLEDGES THAT STOCK SHALL HAVE NO LIABILITY OTHER THAN AS EXPRESSLY SET FORTH HEREIN.
- This agreement shall govern and apply to any purchases, whether for commercial or services made by Customer from Stock or any division or predecessor thereof at any time, whether past, present or future. In the event that any terms of this agreement conflict with terms of any other existing or future agreement between Stock and Customer, including, without limitation, any writing submitted at any time by Customer to Stock (whether or not signed by Stock), then, in each instance, the terms of this agreement shall prevail in all respects, notwithstanding any language in such other agreement to the contrary. Customer hereby acknowledges that this provision is a material inducement to any extension of credit hereunder.

I HAVE READ AND UNDERSTAND AND AGREE TO ALL TERMS STATED ON BOTH SIDES OF THIS DOCUMENT

[Signature] 3/27/05
INITIALED DATE

The Order of Court is stated below:

Dated: June 23, 2015
06:33:31 PM

/s/ CLAUDIA LAYCOCK
District Court Judge



AnnMarie T. Howard – Bar No. 7396
Randy J. Christiansen – Bar No. 5380
RANDY J. CHRISTIANSEN
AND ASSOCIATES
1505 West 130 South
Post Office Box 1776
Orem, UT 84059
(801) 374-5152
Attorneys for Plaintiff

IN THE FOURTH JUDICIAL DISTRICT COURT OF UTAH COUNTY
PROVO DEPARTMENT, STATE OF UTAH

STOCK BUILDING SUPPLY WEST, LLC, a
Utah Limited Liability Company,

Plaintiff,

vs.

PEACHTREE CONSTRUCTION, LLC, an
expired Utah Limited Liability Company; and
B. DAVID SWENSON a/k/a DAVE
SWENSON,

Defendants.

**DEFAULT JUDGMENT AS TO
PEACHTREE CONSTRUCTION, LLC,
ONLY**

Civil No: 149403768

Judge: CLAUDIA LAYCOCK

The Defendant PEACHTREE CONSTRUCTION, LLC has failed to plead or otherwise defend in this action and default has been entered.

IT IS ORDERED that Plaintiff be awarded Judgment against said Defendant, only, in the amount of:

\$ 6,707.67	Principal
\$ 1,637.46	Accrued interest to May 27, 2015
\$ 441.06	Court costs to date of Judgment
\$ 775.00	Attorney's fees
\$ 9,561.19	TOTAL JUDGMENT

with interest on the principal at 21% per annum, as provided by contract, and interest on the remaining balance at 2.27% per annum, as provided by law, from the date of this Judgment until paid, plus after-accruing costs.

AND IT IS FURTHER ORDERED that this Judgment shall be augmented in the amount of all costs and non-routine attorney's fees expended in collecting the Judgment by execution or otherwise as shall be established by affidavit, and as permitted by rule.

**-----EXECUTED AND ENTERED BY THE COURT BY THE DATE AND SEAL AT THE
TOP OF THE FIRST PAGE OF THE DOCUMENT-----**

Details for PEACHTREE CONSTRUCTION, LLC

License Information

Name:	PEACHTREE CONSTRUCTION, LLC
City, State, Zip, Country:	SYRACUSE, UT 84075, UNITED STATES
Profession:	CONTRACTOR
License Type:	CONTRACTOR WITH LRF
License Number:	5423682-5501
Obtained By:	APPLICATION
License Status:	REVOKED
Original Issue Date:	12/24/2003
Expiration Date:	03/25/2015
Agency and Disciplinary Action*:	Yes View Actions
Docket Number:	2015-119, 2015-119

Classification(s):	Qualifier(s):	Association Date(s):
S220 - CARPENTRY QUALIFIER	BART DAVID SWENSON	12/24/2003
B100 - GENERAL BUILDING QUALIFIER	BART DAVID SWENSON	12/22/2005

This information is accurate as far as is contained in the Division's official records. It does not reflect whether an entity required to maintain a current registration with the Division of Corporations is current in that registration. You can verify such status at <https://secure.utah.gov/bes/bes>. Additionally, this verification does not show a complete license history or interruptions of licensure. Original issue dates listed as 01/01/1910 and 01/01/1911 were unknown at the time the Division implemented its first electronic licensing database.

*NOTE: The disciplinary documents linked to this website include final orders issued by DOPL, with the exception of citations. [Click here for citations](#).