THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM BERKELEY COUNTY
Court of Common Pleas

J.C. Nicholson, Jr., Circuit Court Judge

RECEIVED
SEP 05 2017
SC Court of Appeals

Appellate Case, No. 2016-2339
Case No. 2014-CP-08-2424

Patricia Damico and Lenna Lucas, Individually and on behalf of all others similarly situated, Joshua and Brettany Beutow, Edward and Sylvia Dengg, Jonathan and Theresa Douglass, Anthony and Stacey Ray, Danny and Ellen Davis Morrow, Czara and Chad England, Bryan and Cynthia Camara, and Matthew Collins,
Respondents,

v.

Lennar Carolinas, LLC, Spring Grove Plantation Development, Inc., Manale Landscaping, LLC, Super Concrete of SC, Inc., Southern Green, Inc., TJB Trucking/Leasing, LLC, Paragon Site Constructors, Inc., Civil Site Environmental and Rick Bryant, Individually,
Defendants,

Of which Spring Grove Plantation Development, Inc., Manale Landscaping, LLC, Super Concrete of SC, Inc., Southern Green, Inc., TJB Trucking/Leasing, LLC, and Civil Site Environmental are Respondents.

And

Lennar Carolinas, LLC, Appellant,

v.

The Earthworks Group, Inc., Volkmar Consulting Services, LLC, Geometrics Consulting, LLC, Land/Site Services, Inc., Myers Landscaping, Inc., A.C. & A. Concrete, Inc., Knight's Concrete Products, Inc., Knight's Redi-Mix, Inc., Coastal Concrete Southeast, LLC, Costal Concrete Southeast II, LLC, Guaranteed Framing, LLC, Ozzy Construction, LLC, Construction Applicators Charleston, LLC, LA New Enterprises, LLC, Décor Corporation, DVS, Inc., Raul Martinez Masonry, LLC, Alpha Omega Construction Group, Inc., South Carolina Exteriors, LLC, Builders Firstsource-Southeast Group, LLC, and Low Country Renovations and Siding LLP, Third-Party Defendants,

Of which Volkmar Consulting Services, LLC, Land/Site Services, Inc., Myers Landscaping, Inc., A.C. & A. Concrete, Inc., Knight's Concrete Products, Inc., Knight's Redi-Mix, Inc., Coastal Concrete Southeast, LLC, Coastal Concrete Southeast II, LLC, Guaranteed Framing, LLC, Ozzy Construction, LLC, Construction Applicators Charleston, LLC, LA New Enterprises, LLC, Decor Corporation, DVS, Inc., Raul Martinez Masonry, LLC, Alpha Omega Construction Group, Inc., South Carolina Exteriors, LLC, Builders Firstsource-Southeast Group, LLC, are also Respondents.

and

Decor Corporation, Fourth Party Plaintiff,

v.

Baranov Flooring, LLC, DJ Construction Services, LLC, Creative Wood Floors, LLC, Geraldo Cunha, Ebenezer Flooring, LLC, Emmanuel Flooring and Siding, LLC, Eusi Flooring and Covering, LLC, Nicolas Flores, Alexander Martinez, Isidru Mejia, Juan Perez, Ernesto M. Perez, N&B Construction, LLC, Jose Dias Rodrigues, Livia Sousa, Jose Betio Pereira, Jose Paz Castro Hernandez, Divinio Aperecido Corgosinho, Ricardo Chiche, CEBS Construction, Bayshore Siding and Flooring, Sebastio Luiz de Araujo, and John Does 1-4, Fourth-Party Defendants.

RECORD ON APPEAL VOL. VI

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Section shall be in addition to Seller's remedies for Buyer's default provided elsewhere in this Agreement.

23. Transfer, Assignment and Persons Bound. Buyer agrees that Buyer will not, and does not have the right to, assign, sell or transfer Buyer's interest in this Agreement (whether voluntarily or by operation of law or otherwise) without Seller's prior written consent. If Buyer is a corporation, other business entity, trustee or nominee, a transfer of any material equity or beneficial or principal interest shall constitute an assignment of this Agreement. If Buyer attempts to assign this Agreement in violation of this Section, Seller can declare Buyer in default and Seller shall be entitled to all remedies available under this Agreement. Buyer agrees that Seller may withhold its consent with or without any reason or condition in any manner it chooses (if it gives it at all) and may charge Buyer a reasonable amount to cover administrative costs incurred in considering whether or not to grant consent. If Buyer dies or in any way loses legal control of his/her affairs, this Agreement will bind his/her heirs and legal representatives. If Buyer has received Seller's permission to assign or transfer this Agreement, then Buyer's approved assignees shall be bound by the terms of this Agreement. If more than one person signs this Agreement as Buyer, each such person shall be jointly and severally liable for full performance of all of Buyer's duties and obligations hereunder.

24. TIME OF THE ESSENCE. BUYER ACKNOWLEDGES THAT TIME IS OF THE ESSENCE IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED UNDER THIS AGREEMENT.

25. Interpretation and Computation of Time. The use of the masculine gender in this Agreement shall be deemed to refer to the feminine or neuter gender, and the singular shall include the plural, and vice versa, whenever the context so requires. This Agreement reflects the negotiated agreement of the parties. Each party acknowledges that they have been afforded the opportunity to seek competent legal counsel, and each have made an informed choice as to whether or not to be represented by legal counsel. Accordingly, this Agreement shall be construed as if both parties jointly prepared it, and no presumption against one party or the other shall govern the interpretation or construction of any of the provisions of this Agreement. Any reference in this Agreement to time periods of less than five (5) days shall, in the computation thereof, exclude Saturdays, Sundays and legal holidays. Any reference in this Agreement to time periods of five (5) days or more shall, in computation thereof, include Saturdays, Sundays and legal holidays. If the last day of any such period is a Saturday, Sunday or legal holiday, the period shall be extended to 5:00 p.m. on the next full business day. The section headings in this Agreement are for convenience only and shall not affect the meaning, interpretation or scope of the provisions which follow them.

26. Notice. Except as provided in the Closing Section of this Agreement with respect to notices of the scheduled Closing Date, any notice required or permitted to be given in connection with this Agreement shall be in writing and sent by United States certified mail with return receipt requested, professional overnight courier or electronic transmission (with confirmation and copy by (1) certified mail, if Buyer's address is within the United States or (2) overnight professional courier, if to a Buyer whose address is outside of the United States) to Buyer or Seller at the addresses on Page 1 of this Agreement (unless Seller has received written notice from Buyer of any change therein prior to the date such notice is given), and additionally to Seller by hand delivery at Seller's sales office. All notices shall only be effective upon receipt or refusal to accept receipt (by failure to accept delivery or otherwise).

27. Waiver. Seller's waiver of any of its rights or remedies shall not operate to waive any other of Seller's rights or remedies or to prevent Seller from enforcing the waived right or remedy in another instance.

28. Incorporation and Severability. The explanations and disclaimers set forth in the Documents are incorporated into this Agreement. In the event that any clause or provision of this Agreement shall be void or unenforceable, such clause or provision shall be deemed deleted so that the balance of this Agreement is enforceable.

29. Governing Law. Any disputes that develop under this Agreement or questions regarding the interpretation of this Agreement will be settled according to the law of the state where the Property is located to the extent federal law is not applicable.

30. Entire Agreement. BUYER CERTIFIES THAT BUYER HAS READ EVERY PROVISION OF THIS AGREEMENT, WHICH INCLUDES EACH RIDER AND ADDENDUM ATTACHED HERETO AND THAT THIS AGREEMENT, TOGETHER WITH EACH SUCH RIDER AND ADDENDUM, CONSTITUTES THE ENTIRE AGREEMENT BETWEEN BUYER AND SELLER. PRIOR AGREEMENTS, REPRESENTATIONS, UNDERSTANDINGS, AND ORAL STATEMENTS NOT REFLECTED IN THIS AGREEMENT HAVE NO EFFECT AND ARE NOT BINDING ON SELLER. BUYER ACKNOWLEDGES THAT BUYER HAS NOT RELIED ON ANY REPRESENTATIONS, NEWSPAPERS, RADIO OR TELEVISION ADVERTISEMENTS, WARRANTIES, STATEMENTS, OR ESTIMATES OF ANY NATURE WHATSOEVER, WHETHER WRITTEN OR ORAL, MADE BY SELLER, SALES PERSONS, AGENTS, OFFICERS, EMPLOYEES, CO-OPERATING BROKERS (IF ANY) OR OTHERWISE EXCEPT AS HEREIN SPECIFICALLY REPRESENTED. BUYER HAS BASED HIS/HER/THEIR DECISION TO PURCHASE THE PROPERTY ON PERSONAL INVESTIGATION, OBSERVATION AND THE DOCUMENTS.

31. Modification. This Agreement is the entire agreement for the sale and purchase of the Property and once it is signed by both Buyer and a Division Agent or Officer of Seller, it can only be amended by a written agreement signed by both Buyer and Seller.

32. Additional Changes. Notwithstanding Section 32 of this Agreement, Buyer agrees that it may be necessary (at any time and from time to time) after Buyer executes this Agreement for Seller, and/or the developer or declarant under the Documents, to change the terms and provisions of this Agreement and/or the Documents to comply with and conform to the rules and regulations (as same may exist and as same may be promulgated from time to time) of any governmental agency, subdivision or authority or court of competent jurisdiction and Buyer consents to all such changes. Notwithstanding Section 32 of this Agreement, Seller, and/or the developer or declarant under the Documents, shall have the right to amend all Documents for development or other purposes, and Buyer consents to all such amendments.

33. Inducement. Buyer acknowledges that the sole inducement to close on the purchase of the Property is the Property itself and not (1) the common facilities comprising part of the Community, if any, or (2) any expectation that the Property will increase in value.

34. Reservation of Easement. For the purpose of completing the construction and servicing of the Property and Community, Seller hereby reserves an easement of ingress and egress for itself and its successors and assigns, and each of their respective agents, employees, materialmen and subcontractors, over, under and upon the Property for a period of one (1) year after Closing. Seller shall

provide reasonable notice to Buyer before exercising easement rights granted herein. All of the terms of this Section 35 shall survive Closing and the delivery of the Deed.

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK]

35. Riders and Addenda. This Agreement consists of nine (9) pages and the following Riders and Addenda, which are attached hereto and by this reference made a part of this Agreement:

Check all that apply:

- ☒ Rider B
- ☒ Rider A
- ☒ Affiliated Business Arrangements Disclosure Statement
- ☒ Master Disclosure and Information Addendum
- ☒ Cooperating Broker Agreement
- ☒ Election Form Addendum
- ☒ FHA/VA Addendum
- ☐
- ☐ Home Sale Contingency Addendum
- ☒ Purchase Price and Payment Addendum
- ☒ Cooperating Broker Addendum
- ☒ Indoor Environmental Quality Disclosure Addendum
- ☒ Insulation Addendum
- ☐
- ☐

36. Survival.

36.1 Buyer and Seller agree that it is their express intent that the Sections and documents listed below, together with any other terms in this Agreement that expressly so state, as well as any terms that may survive by operation of law, notwithstanding if the Section, document or term has a survival provision thereto, shall not be merged into the Deed and that these Sections and documents shall survive Closing and the delivery of the Deed: Section 11, Closing and Title Matters; Section 13, Site and Substitutions; Section 16, Mediation / Arbitration of Disputes; Section 17, Other Dispute Resolutions; Section 18, Selling Agent and Cooperating Broker; Section 19, Construction Activities; Section 20, Dangerous Conditions; Construction Work; Section 35, Reservation of Easement; Section 5 of Rider B, Warranties; Section 2 of the Indoor Environmental Quality Disclosure, Cooperating Broker Addendum, in its entirety; and, Master Disclosure and Information Addendum to Purchase and Sale Agreement, in its entirety.

36.2 Buyer and Seller agree that it is their express intent that the Sections and documents listed below, together with any other terms in this Agreement that expressly so state, as well as any terms that may survive by operation of law, notwithstanding if the Section, document or term has a survival provision thereto, shall survive termination of this Agreement: Section 14, Buyer's Default; Section 15, Seller's Default; Section 16, Mediation / Arbitration of Disputes, Section 17, Other Dispute Resolutions; Section 23, Transfer, Assignment and Persons Bound; and Section 6 of Rider B, Documents.

37. Offer to Purchase/Effective Date. This Agreement, when executed by Buyer and delivered to Seller, together with the Initial Deposit specified hereunder, shall constitute an offer by Buyer to purchase the Property in accordance with the terms and conditions provided herein, and shall not be binding upon Seller until such time as a Division Agent or Officer of Seller has executed this Agreement. The date of such acceptance is the "Effective Date" of this Agreement. In the event Buyer's offer is not accepted by Seller, all paid Deposits made by Buyer to Seller to date shall be returned to Buyer, and Buyer's offer shall be deemed withdrawn.

38. Counterparts and Signatures. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall comprise but a single instrument. Signatures may be given via electronic transmission and shall be deemed given as of the date and time of the transmission of this Agreement to the other party.

THE INITIAL DEPOSIT HAS BEEN RECEIVED BY SELLER SUBJECT TO CLEARANCE.

SELLER: Lennar Carolinas, LLC

DocuSigned by:
Randy Floyd

New Home Consultant - Randy Floyd

Date: 3/28/2013

THIS AGREEMENT IS NOT BINDING ON SELLER UNTIL ACCEPTED BELOW BY AN AUTHORIZED AGENT OF SELLER.

SELLER: Lennar Carolinas, LLC

DocuSigned by:
Thomas J Filippello

Authorized Agent of Seller - Thomas J Filippello

Date 3/31/2013

DocuSigned by:
Edward F Dengg

Buyer - Edward F Dengg

Date 3/28/2013

DocuSigned by:
Sylvia K Dengg

Buyer - Sylvia K Dengg

Date 3/28/2013

Buyer -

Date

Buyer -

Date

American Mortgage Company, LLC (an affiliate of Seller), or another qualified institutional mortgage lender of Buyer's choice ("Lender"), with interest, term and service charges at current market rates at time of Closing (as defined below) for a borrower of Buyer's credit qualifications (the "Mortgage Contingency"). Buyer agrees to apply within five (5) calendar days from the execution of this Agreement for a loan at the then prevailing interest rate and terms (the "Mortgage Contingency Period"). In the event Buyer chooses to obtain financing through a Lender other than Universal American Mortgage Company, LLC, Buyer agrees to promptly provide Seller, upon Seller's request, with the name, address and phone number of such Lender, the loan officer and the loan processor. Buyer shall furnish promptly and accurately to Lender all information and documents requested by Lender in connection with such application. If Buyer properly makes and pursues the loan application as provided herein but is unable to provide Seller with a copy of a written loan commitment reasonably satisfactory to Seller within the Mortgage Contingency Period, or if Buyer is at any time disapproved for such loan (and Buyer does not cancel or withdraw his/her loan application), then Seller, at its sole discretion, may cancel this Agreement by written notice to Buyer, at Buyer's last known address, in which event Seller shall refund any paid Deposit made by Buyer. If Buyer properly makes and pursues the loan application as provided herein but is unable to obtain mortgage loan financing, despite Buyer's good faith efforts to do so, and Buyer is not otherwise in default under this Agreement, and further provided that Buyer provides Seller with documentation from Lender that the loan has been declined, Buyer may cancel this Agreement by giving written notice to Seller within the Mortgage Contingency Period, in which event Seller shall refund any paid Deposit. If this Agreement provides for a VA guaranteed or FHA-insured loan, Buyer's obligation to complete the purchase contemplated under this Agreement is subject to the VA/FHA Addendum attached hereto and incorporated herein.

The following shall apply only if this Agreement is subject to the Mortgage Contingency, as indicated above:

4.1 Mortgage Loan. Unless Buyer shall have otherwise notified Seller in writing within the Mortgage Contingency Period, Buyer shall be conclusively presumed to have obtained the loan commitment or agreed to purchase the Property without mortgage financing, and the Mortgage Contingency shall be deemed to have been satisfied.

4.2 Application. Buyer understands that any loan application required under this Agreement must be fully completed in order to obtain the mortgage loan, and Buyer will make a good faith attempt to qualify for the mortgage loan. If Buyer has a spouse who does not constitute a Buyer under this Agreement, Buyer agrees to have his/her spouse sign the mortgage documents as required by Lender. BUYER AGREES TO INCUR NO DEBT SUBSEQUENT TO THE DATE HEREOF WHICH MIGHT JEOPARDIZE APPROVAL OF BUYER'S MORTGAGE LOAN. IF THE PROPERTY IS BEING PURCHASED BY A CORPORATION, PARTNERSHIP, OR OTHER ENTITY, BUYER AGREES TO (1) OBTAIN ANY PERSONAL ENDORSEMENTS OR GUARANTEES REQUIRED BY LENDER AND (2) PROVIDE TO LENDER AND/OR THE TITLE INSURER PROMPTLY UPON REQUEST SUCH CERTIFICATES, RESOLUTIONS OR OTHER CORPORATE, PARTNERSHIP OR OTHER ORGANIZATIONAL DOCUMENTS AS MAY BE REQUIRED. Except as provided in this Agreement, Buyer agrees to pay all loan fees and closing costs charged by Lender in connection with the mortgage loan. Buyer will pay any prepaid interest due on the mortgage loan at the time of Closing and any amount Lender may require to be put into escrow toward the payment of property taxes and insurance on the Property. Buyer will also pay any mortgage insurance premiums (prepaid or otherwise), if required by Lender.

4.3 Commitment. Buyer understands that the rate of interest on the mortgage is established by Lender and not by Seller and that any predictions or representations of present or future interest rate that may have been contained in any advertising or promotion by Seller are not binding. If Buyer obtains a written mortgage loan commitment and the mortgage loan commitment is subsequently withdrawn through no fault of Seller including, but not limited to, any condition to such loan commitment not being satisfied for any reason (other than failure of the Property to appraise equal to or greater than the Total Purchase Price), this Agreement shall remain in full force and effect and Buyer shall be conclusively presumed to have agreed to purchase the Property without mortgage financing. If the Lender's appraiser does not appraise the Property for the Total Purchase Price then Seller shall have the option in, Seller's sole discretion, to (i) lower the Total Purchase Price to the appraised value and Buyer shall proceed to Closing, or (ii) terminate this Agreement and return the Deposits to Buyer. If Buyer obtains a loan commitment containing any special condition that is not ordinarily contained in typical loan commitments for the Community, Seller, in Seller's sole discretion, may treat Buyer's loan application as having been denied, whereupon, Seller shall have the rights set forth in this Section 4.

4.4 Sale of Other Residence. Unless the Home Sale Contingency Addendum is executed, Buyer represents and warrants that this Agreement and the mortgage loan referenced herein, are not and will not be subject to or contingent upon Buyer's selling and/or closing on the sale of Buyer's present residence or other property. Failure to close on the purchase of the Property will constitute a default by Buyer and the remedies available to Seller for Buyer's default under this Agreement shall apply.

5. Funds. Any funds paid by Buyer under the terms of this Agreement to Seller through a check or cashier's check are accepted by Seller subject to collection. Buyer acknowledges that Seller shall have the right to deposit such check for the Initial Deposit without such action being deemed acceptance of this Agreement. If any such check is not paid by the bank after acceptance of this Agreement, Seller shall have the option to cancel this Agreement and declare Buyer in default. If Buyer provides any check for a Deposit in the form of Canadian currency (a "C$ check"), Seller's depository bank will convert such C$ check into a U.S. dollar amount using its currency procedures and exchange rate then in effect two (2) business days following the date of processing (the "Conversion Date") and the amount of the Deposit to be applied toward the Total Purchase Price shall be equal to the amount received by Seller from the depository bank on the Conversion Date. Seller reserves the right to charge or pass through any currency conversion-related fees or costs to the Buyer at Closing (as hereafter defined). Notwithstanding the foregoing or anything contained in the Agreement to the contrary, the balance of the Total Purchase Price plus all applicable Closing Costs (the "Closing Proceeds") shall be paid to Seller at Closing by wire transfer in immediately available funds or by cashier's check (subject to collection) issued by a bank with a branch in the County where the Property is located. If Buyer delivers all or any portion of the Closing Proceeds in the form of a cashier's check exceeding $25,000.00, then Buyer will not be entitled to possession of the Home until the Closing Proceeds have cleared.

6. Credit Information Authorization. Buyer authorizes Lender to whom Buyer has applied or is in the process of applying for a mortgage loan in connection with this transaction to disclose to Seller the information contained in any loan application, verification of deposit, income and employment, and credit reports or credit related documentation on Buyer. Buyer authorizes Seller to order one or more credit reports from a consumer reporting agency to be used in connection with this transaction. The cost of said report(s) is

SELLER AGREE THAT ANY DISPUTE, CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION SHALL BE HEARD BY A JUDGE IN A COURT PROCEEDING AND NOT A JURY. BUYER AND SELLER HEREBY WAIVE THEIR RESPECTIVE RIGHT TO A JURY TRIAL. SELLER HEREBY SUGGESTS THAT BUYER CONTACT AN ATTORNEY OF BUYER'S CHOICE IF BUYER DOES NOT UNDERSTAND THE LEGAL CONSEQUENCES OF EXECUTING THIS AGREEMENT. All of the terms of this Section 17 shall survive Closing and the delivery of the Deed.

18. Selling Agent, Cooperating Broker, and Seller's New Home Consultant. Unless a Purchase Price and Payment Addendum indicating otherwise is attached hereto, Buyer represents to Seller that Buyer has not consulted, dealt or negotiated with a real estate broker, salesperson or agent other than Seller's sales personnel located at Seller's sales office. Buyer agrees that Seller is not responsible for the payment of a commission to a real estate broker, salesperson or agent other than Seller's sales personnel. Buyer shall indemnify, defend and hold harmless Indemnified Parties from and against any and all Claims resulting from or arising out of any representation or breach of a representation or warranty set forth in this Section. In addition, Buyer acknowledges and understands that Seller's New Home Consultant ("NHC") and Internet New Home Consultant ("INHC") are agents of Seller, are acting solely for the Seller's interests, and are not acting in any representative capacity for Buyer. Buyer should not disclose any information to Seller's NHC and/or INHC that Buyer considers to be confidential or otherwise does not want disclosed to Seller.

Buyer's Initials [illegible] [illegible]

19. Construction Activities. ALL OWNERS, OCCUPANTS AND USERS OF THE COMMUNITY ARE HEREBY PLACED ON NOTICE THAT (1) SELLER AND/OR ITS AGENTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES AND OTHER DESIGNEES, AND/OR (2) ANY OTHER PARTIES, WILL BE, FROM TIME TO TIME, CONDUCTING BLASTING, EXCAVATION, CONSTRUCTION AND OTHER ACTIVITIES WITHIN OR IN PROXIMITY TO THE COMMUNITY. BY THE ACCEPTANCE OF THEIR DEED OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, AND BY USING ANY PORTION OF THE COMMUNITY, EACH SUCH OWNER, OCCUPANT AND USER AUTOMATICALLY ACKNOWLEDGES, STIPULATES AND AGREES (1) THAT NONE OF THE AFORESAID ACTIVITIES SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES, HEREUNDER OR AT LAW GENERALLY, (2) NOT TO ENTER UPON, OR ALLOW THEIR CHILDREN OR OTHER PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) ANY PROPERTY WITHIN OR IN PROXIMITY TO THE AREA OF THE COMMUNITY WHERE SUCH ACTIVITY IS BEING CONDUCTED (EVEN IF NOT BEING ACTIVELY CONDUCTED AT THE TIME OF ENTRY, SUCH AS AT NIGHT OR OTHERWISE DURING NON-WORKING HOURS), (3) TO THE EXTENT PERMITTED OR NOT PROHIBITED UNDER APPLICABLE LAW, SELLER AND THE OTHER AFORESAID RELATED PARTIES SHALL NOT BE LIABLE FOR ANY AND ALL LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES, EXCEPT RESULTING DIRECTLY FROM SELLER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, (4) ANY PURCHASE OR USE OF ANY PORTION OF THE COMMUNITY HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING AND (5) THIS ACKNOWLEDGMENT AND AGREEMENT IS A MATERIAL INDUCEMENT TO SELL, CONVEY, AND/OR ALLOW THE USE OF THE PROPERTY.

20. Dangerous Condition; Construction Work.

20.1 Buyer understands and agrees that the Property is a construction site and that the Property and the improvements, equipment and supplies thereon constitute a danger to those who may enter on the Property. Buyer shall not enter onto the Property prior to Closing unless authorized and accompanied by Seller's representative. Any unauthorized, unaccompanied entry by Buyer shall constitute a breach of this Agreement by Buyer, at Seller's election. Moreover, any entry by Buyer onto the Property prior to Closing shall be done at Buyer's own risk and in compliance with all federal, state and local safety laws and regulations. To the extent permitted or not prohibited by applicable law, Buyer waives, releases and shall indemnify, defend and hold harmless Indemnified Parties from and against any Claims made by Buyer, Buyer's family members or guests, as a direct or indirect result of any such unauthorized, unaccompanied entry onto the Property.

20.2 Buyer agrees that supervision and direction of the working forces, including, without limitation, all contractors and subcontractors, is to be done exclusively by Seller, and Buyer agrees not to issue any instructions to the working forces or otherwise hinder construction or installation of improvements on the Property. Buyer shall not do or have any work done on the Property, nor may Buyer store any possessions thereon, prior to Closing and transfer of title to the Property to Buyer.

20.3 Buyer agrees that any and all controversies, disputes and claims arising under this Section shall be resolved through binding arbitration in accordance with the terms of this Agreement.

20.4 All of the terms of this Section 20 shall survive Closing and the delivery of the Deed.

21. OFAC. Executive Order 13224 requires all United States entities and persons to block assets and not transact business with entities, countries and persons (specifically designated nationals) set forth by the Office of Foreign Asset Control ("OFAC"). This requirement applies to all homebuilding entities in The Lennar Family of Builders (including but not limited to Seller), Universal American Mortgage Company, LLC and all of its affiliates, and North American Title Company and all of its affiliates (collectively, the "Lennar Affiliates"). Accordingly, each of Seller and the Lennar Affiliates will check current OFAC lists and other publications in connection with each potential transaction, loan, or home sale. In order to check the OFAC list, Buyer must provide to Seller a Government-issued identification card (this might include a driver's license, birth certificate, passport or resident alien card). To the extent Buyer (or any single person or entity constituting a part of Buyer) matches a name or entity on any such OFAC list or publication, the transactions with Buyer contemplated under or in connection with this Agreement will be immediately suspended, and Buyer shall be reported as instructed by the OFAC.

22. Agreement not to be Recorded. Buyer covenants that Buyer shall not record this Agreement (or any memorandum thereof) in the Public Records of the County. Buyer agrees, if Buyer records this Agreement, to pay all of Seller's attorneys' fees, paraprofessional fees and expenses incurred in removing the cloud on title caused by such recordation. Seller's rights under this

not be constructed in accordance with the plans and specifications on file with the applicable governmental authorities. Without limiting the generality of the provisions of Rider B attached hereto, Seller disclaims and Buyer waives any and all express or implied warranties that construction will be accomplished in compliance with such plans and specifications. Seller has not given and Buyer has not relied on or bargained for any such warranties. In furtherance of the foregoing, in the event of any conflict between the actual construction of the Home and/or the Community, and that which is set forth on the plans and specifications, Buyer agrees that the actual construction shall prevail and to accept the Home and Community as actually constructed (in lieu of what is set forth on the plans and specifications).

13.2 Lot Change. In the event that Seller, in its sole discretion, determines that the Model of the Home selected under this Agreement cannot reasonably be built on the Homesite, then Buyer and Seller hereby agree that they will negotiate in good faith to relocate the Home to another lot in the Community, provided however that there are lots available for sale. If no replacement lot is available, then Buyer may terminate this Agreement and will be entitled to a refund of any paid Deposit.

13.3 Decorative and Landscaping Items.

13.3.1 Buyer understands and agrees that certain of the finishing items, such as tile, marble, carpet, cabinets, stone, brickwork, wood, paint, stain and mica are subject to size and color variations, grain and quality variations, and may vary in accordance with price, availability and changes by manufacturers from those shown in the model, if any, or in illustrations or brochures or those included in the specifications. Furthermore, if circumstances arise that, in Seller's opinion, warrant changes of subcontractors, suppliers, manufacturers, brand names or items, Seller reserves the right to substitute equipment, materials, appliances, etc., which in Seller's opinion are considered to be of quality substantially similar or equal, or of better quality, subject to their availability. Buyer also understands that Seller has the right to substitute or change materials and/or stain colors utilized in wood decor, if any.

13.3.2 Lot grades, lot area, options, facades, shrubs, trees, trim, built-ins, wall treatments, window treatments, furniture, furnishings, fences, decks, locations of walks, driveways and other items in or about a model home area in the subdivision are for display purposes only and are not included in the Total Purchase Price unless otherwise expressly provided herein. Seller has the right to remove any existing trees on the Property or on the surrounding area for any reason. Buyer further understands and agrees that the following items (which may be seen in models or shown in illustrations) will also not be included with the sale of the Home: wall coverings, paint colors, accent light fixtures, wall ornaments, drapes, blinds, bedspreads, furniture, furnishings, wet bars, monitoring systems, certain built-in fixtures, special floor coverings, wood trim, upgraded items and/or any other items of this nature which may be added or deleted from time to time. This list of items (which is not all-inclusive) is provided as an illustration of the type of items built-in or placed upon models or shown in illustrations strictly for purposes of decoration and example only.

13.4 Deed. By acceptance of the Deed, Buyer accepts all variations of the Home.

13.5 Survival. All of the terms of this Section 13 shall survive Closing and the delivery of the Deed.

14. Buyer's Default. In the event of Buyer's default and to the extent allowed by law, Seller shall be entitled to keep, as liquidated damages and not as a penalty, Buyer's Deposit not to exceed fifteen percent (15%) of the Total Purchase Price, except that Seller may, in addition, keep, as liquidated damages and not as a penalty, any and all Advanced Payments made by Buyer to Seller for options, extras or upgrades for which Seller has made contractual commitments or incurred liability by placing orders or otherwise. Buyer agrees that actual damages in the event of breach by Buyer would be costly and difficult to calculate, and that such liquidated damages are a fair and reasonable remedy and shall not be considered a penalty. The provisions of this Section shall survive the termination of this Agreement.

15. Seller's Default. In the event of Seller's default and to the extent allowed by law, Buyer may recover actual damages but shall not be entitled to special, consequential or punitive damages. Notwithstanding the foregoing, Buyer retains all remedies at law and in equity with respect to Seller's obligation to complete the Home within two (2) years pursuant to Section 8 above. Notwithstanding anything to the contrary in this Agreement, Buyer releases and holds harmless Seller's past and present officers and employees from all claims, liabilities, and causes of action of any nature. Buyer now has or may have arising from any act or omission of Seller's officers or employees related to Lennar's performance of its obligations under this Agreement and Lennar's construction of a Home on the Homesite. The provisions of this Section shall survive the termination of this Agreement.

16. Mediation / Arbitration of Disputes.

16.1 The parties to this Agreement specifically agree that this transaction involves interstate commerce and that any Dispute (as hereinafter defined) shall first be submitted to mediation and, if not settled during mediation, shall thereafter be submitted to binding arbitration as provided by the Federal Arbitration Act (9 U.S.C. §§1 et seq.) and not by or in a court of law or equity. "Disputes" (whether contract, warranty, tort, statutory or otherwise), shall include, but are not limited to, any and all controversies, disputes or claims (1) arising under, or related to, this Agreement, the Property, the Community or any dealings between Buyer and Seller; (2) arising by virtue of any representations, promises or warranties alleged to have been made by Seller or Seller's representative; and (3) relating to personal injury or property damage alleged to have been sustained by Buyer, Buyer's children or other occupants of the Property, or in the Community. Buyer has executed this Agreement on behalf of his or her children and other occupants of the Property with the intent that all such parties be bound hereby. Any Dispute shall be submitted for binding arbitration within a reasonable time after such Dispute has arisen. Nothing herein shall extend the time period by which a claim or cause of action may be asserted under the applicable statute of limitations or statute of repose, and in no event shall the Dispute be submitted for arbitration after the date when institution of a legal or equitable proceeding based on the underlying claims in such Dispute would be barred by the applicable statute of limitations or statute of repose.

16.2 Any and all mediations commenced by any of the parties to this Agreement shall be filed with and administered by the

American Arbitration Association or any successor thereto ("AAA") in accordance with the AAA's Home Construction Mediation Procedures in effect on the date of the request. If there are no Home Construction Mediation Procedures currently in effect, then the AAA's Construction Industry Mediation Rules in effect on the date of such request shall be utilized. Any party who will be relying upon an expert report or repair estimate at the mediation shall provide the mediator and the other parties with a copy of the reports. If one or more issues directly or indirectly relate to alleged deficiencies in design, materials or construction, all parties and their experts shall be allowed to inspect, document (by photograph, videotape or otherwise) and test the alleged deficiencies prior to mediation. Unless mutually waived in writing by the parties, submission to mediation is a condition precedent to either party taking further action with regard to any matter covered hereunder.

16.3 If the Dispute is not fully resolved by mediation, the Dispute shall be submitted to binding arbitration and administered by the AAA in accordance with the AAA's Home Construction Arbitration Rules in effect on the date of the request. If there are no Home Construction Arbitration Rules currently in effect, then the AAA's Construction Industry Arbitration Rules in effect on the date of such request shall be utilized. Any judgment upon the award rendered by the arbitrator may be entered in and enforced by any court having jurisdiction over such Dispute. If the claimed amount exceeds $250,000.00 or includes a demand for punitive damages, the Dispute shall be heard and determined by three arbitrators, however, if mutually agreed to by the parties, then the Dispute shall be heard and determined by one arbitrator. Arbitrators shall have expertise in the area(s) of Dispute, which may include legal expertise if legal issues are involved. All decisions respecting the arbitrability of any Dispute shall be decided by the arbitrator(s). At the request of any party, the award of the arbitrator(s) shall be accompanied by detailed written findings of fact and conclusions of law. Except as may be required by law or for confirmation of an award, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.

16.4 The waiver or invalidity of any portion of this Section shall not affect the validity or enforceability of the remaining portions of this Section. Buyer and Seller further agree (1) that any Dispute involving Seller's affiliates, directors, officers, employees and agents shall also be subject to mediation and arbitration as set forth herein, and shall not be pursued in a court of law or equity; (2) that Seller may, at its sole election, include Seller's contractors, subcontractors and suppliers, as well as any warranty company and insurer as parties in the mediation and arbitration; and (3) that the mediation and arbitration will be limited to the parties specified herein.

16.5 To the fullest extent permitted by applicable law, Buyer and Seller agree that no finding or stipulation of fact, no conclusion of law, and no arbitration award in any other arbitration, judicial, or similar proceeding shall be given preclusive or collateral estoppel effect in any arbitration hereunder unless there is mutuality of parties. In addition, Buyer and Seller further agree that no finding or stipulation of fact, no conclusion of law, and no arbitration award in any arbitration hereunder shall be given preclusive or collateral estoppel effect in any other arbitration, judicial, or similar proceeding unless there is mutuality of parties.

16.6 Unless otherwise recoverable by law or statute, each party shall bear its own costs and expenses, including attorneys' fees and paraprofessional fees, for any mediation and arbitration. Notwithstanding the foregoing, if a party unsuccessfully contests the validity or scope of arbitration in a court of law or equity, the noncontesting party shall be awarded reasonable attorneys' fees, paraprofessional fees and expenses incurred in defending such contest, including such fees and costs associated with any appellate proceedings. In addition, if a party fails to abide by the terms of a mediation settlement or arbitration award, the other party shall be awarded reasonable attorneys' fees, paraprofessional fees and expenses incurred in enforcing such settlement or award.

16.7 Buyer may obtain additional information concerning the rules of the AAA by visiting its website at www.adr.org or by writing the AAA at 335 Madison Avenue, New York, New York 10017.

16.8 Seller supports the principles set forth in the Consumer Due Process Protocol developed by the National Consumer Dispute Advisory Committee and agrees to the following:

16.8.1 Notwithstanding the requirements of arbitration stated in Section 16.3 of this Agreement, Buyer shall have the option, after pursuing mediation as provided herein, to seek relief in a small claims court for disputes or claims within the scope of the court's jurisdiction in lieu of proceeding to arbitration. This option does not apply to any appeal from a decision by a small claims court.

16.8.2 Seller agrees to pay for one (1) day of mediation (mediator fees plus any administrative fees relating to the mediation). Any mediator and associated administrative fees incurred thereafter shall be shared equally by the parties.

16.8.3 The fees for any claim pursued via arbitration in an amount of $10,000.00 or less shall be apportioned as provided in the Home Construction Arbitration Rules of the AAA or other applicable rules.

16.9 Notwithstanding the foregoing, if either Seller or Buyer seeks injunctive relief, and not monetary damages, from a court because irreparable damage or harm would otherwise be suffered by either party before mediation or arbitration could be conducted, such actions shall not be interpreted to indicate that either party has waived the right to mediate or arbitrate. The right to mediate and arbitrate should also not be considered waived by the filing of a counterclaim by either party once a claim for injunctive relief had been filed with a court.

16.10 Buyer and Seller specifically agree that notwithstanding anything to the contrary, the rights and obligations set forth in this Section 16 shall survive (1) Closing and the delivery of the Deed; (2) the termination of this Agreement by either party; or (3) the default of this Agreement by either party.

17. Other Dispute Resolutions. Notwithstanding the parties' obligation to submit any Dispute to mediation and arbitration, in the event that a particular dispute is not subject to the mediation or the arbitration provisions of Section 16, then the parties agree to the following provisions: BUYER ACKNOWLEDGES THAT JUSTICE WILL BEST BE SERVED IF ISSUES REGARDING THIS AGREEMENT ARE HEARD BY A JUDGE IN A COURT PROCEEDING, AND NOT A JURY. BUYER AND

Section shall be in addition to Seller's remedies for Buyer's default provided elsewhere in this Agreement.

23. Transfer, Assignment and Persons Bound. Buyer agrees that Buyer will not, and does not have the right to, assign, sell or transfer Buyer's interest in this Agreement (whether voluntarily or by operation of law or otherwise) without Seller's prior written consent. If Buyer is a corporation, other business entity, trustee or nominee, a transfer of any material equity or beneficial or principal interest shall constitute an assignment of this Agreement. If Buyer attempts to assign this Agreement in violation of this Section, Seller can declare Buyer in default and Seller shall be entitled to all remedies available under this Agreement. Buyer agrees that Seller may withhold its consent with or without any reason or condition in any manner it chooses (if it gives it at all) and may charge Buyer a reasonable amount to cover administrative costs incurred in considering whether or not to grant consent. If Buyer dies or in any way loses legal control of his/her affairs, this Agreement will bind his/her heirs and legal representatives. If Buyer has received Seller's permission to assign or transfer this Agreement, then Buyer's approved assignees shall be bound by the terms of this Agreement. If more than one person signs this Agreement as Buyer, each such person shall be jointly and severally liable for full performance of all of Buyer's duties and obligations hereunder.

24. TIME OF THE ESSENCE. BUYER ACKNOWLEDGES THAT TIME IS OF THE ESSENCE IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED UNDER THIS AGREEMENT.

25. Interpretation and Computation of Time. The use of the masculine gender in this Agreement shall be deemed to refer to the feminine or neuter gender, and the singular shall include the plural, and vice versa, whenever the context so requires. This Agreement reflects the negotiated agreement of the parties. Each party acknowledges that they have been afforded the opportunity to seek competent legal counsel, and each have made an informed choice as to whether or not to be represented by legal counsel. Accordingly, this Agreement shall be construed as if both parties jointly prepared it, and no presumption against one party or the other shall govern the interpretation or construction of any of the provisions of this Agreement. Any reference in this Agreement to the time periods of less than five (5) days shall, in the computation thereof, exclude Saturdays, Sundays and legal holidays. Any reference in this Agreement to time periods of five (5) days or more shall, in computation thereof, include Saturdays, Sundays and legal holidays. If the last day of any such period is a Saturday, Sunday or legal holiday, the period shall be extended to 5:00 p.m. on the next full business day. The section headings in this Agreement are for convenience only and shall not affect the meaning, interpretation or scope of the provisions which follow them.

26. Notice. Except as provided in the Closing Section of this Agreement with respect to notices of the scheduled Closing Date, any notice required or permitted to be given in connection with this Agreement shall be in writing and sent by United States certified mail with return receipt requested, professional overnight courier or electronic transmission (with confirmation and copy by (1) certified mail, if Buyer's address is within the United States or (2) overnight professional courier, if to a Buyer whose address is outside of the United States) to Buyer or Seller at the addresses on Page 1 of this Agreement (unless Seller has received written notice from Buyer of any change therein prior to the date such notice is given), and additionally to Seller by hand delivery at Seller's sales office. All notices shall only be effective upon receipt or refusal to accept receipt (by failure to accept delivery or otherwise).

27. Waiver. Seller's waiver of any of its rights or remedies shall not operate to waive any other of Seller's rights or remedies or to prevent Seller from enforcing the waived right or remedy in another instance.

28. Incorporation and Severability. The explanations and disclaimers set forth in the Documents are incorporated into this Agreement. In the event that any clause or provision of this Agreement shall be void or unenforceable, such clause or provision shall be deemed deleted so that the balance of this Agreement is enforceable.

29. Governing Law. Any disputes that develop under this Agreement or questions regarding the interpretation of this Agreement will be settled according to the law of the state where the Property is located to the extent federal law is not applicable.

30. Entire Agreement. BUYER CERTIFIES THAT BUYER HAS READ EVERY PROVISION OF THIS AGREEMENT, WHICH INCLUDES EACH RIDER AND ADDENDUM ATTACHED HERETO AND THAT THIS AGREEMENT, TOGETHER WITH EACH SUCH RIDER AND ADDENDUM, CONSTITUTES THE ENTIRE AGREEMENT BETWEEN BUYER AND SELLER. PRIOR AGREEMENTS, REPRESENTATIONS, UNDERSTANDINGS, AND ORAL STATEMENTS NOT REFLECTED IN THIS AGREEMENT HAVE NO EFFECT AND ARE NOT BINDING ON SELLER. BUYER ACKNOWLEDGES THAT BUYER HAS NOT RELIED ON ANY REPRESENTATIONS, NEWSPAPERS, RADIO OR TELEVISION ADVERTISEMENTS, WARRANTIES, STATEMENTS, OR ESTIMATES OF ANY NATURE WHATSOEVER, WHETHER WRITTEN OR ORAL, MADE BY SELLER, SALES PERSONS, AGENTS, OFFICERS, EMPLOYEES, CO-OPERATING BROKERS (IF ANY) OR OTHERWISE EXCEPT AS HEREIN SPECIFICALLY REPRESENTED. BUYER HAS BASED HIS/HER/THEIR DECISION TO PURCHASE THE PROPERTY ON PERSONAL INVESTIGATION, OBSERVATION AND THE DOCUMENTS.

31. Modification. This Agreement is the entire agreement for the sale and purchase of the Property and once it is signed by both Buyer and a Division Agent or Officer of Seller, it can only be amended by a written agreement signed by both Buyer and Seller.

32. Additional Changes. Notwithstanding Section 32 of this Agreement, Buyer agrees that it may be necessary (at any time and from time to time) after Buyer executes this Agreement for Seller, and/or the developer or declarant under the Documents, to change the terms and provisions of this Agreement and/or the Documents to comply with and conform to the rules and regulations (as same may exist and as same may be promulgated from time to time) of any governmental agency, subdivision or authority or court of competent jurisdiction and Buyer consents to all such changes. Notwithstanding Section 32 of this Agreement, Seller, and/or the developer or declarant under the Documents, shall have the right to amend all Documents for development or other purposes, and Buyer consents to all such amendments.

33. Inducement. Buyer acknowledges that the sole inducement to close on the purchase of the Property is the Property itself and not (1) the common facilities comprising part of the Community, if any, or (2) any expectation that the Property will increase in value.

34. Reservation of Easement. For the purpose of completing the construction and servicing of the Property and Community, Seller hereby reserves an easement of ingress and egress for itself and its successors and assigns, and each of their respective agents, employees, materialmen and subcontractors, over, under and upon the Property for a period of one (1) year after Closing. Seller shall

provide reasonable notice to Buyer before exercising easement rights granted herein. All of the terms of this Section 35 shall survive Closing and the delivery of the Deed.

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35. Riders and Addenda. This Agreement consists of nine (9) pages and the following Riders and Addenda, which are attached hereto and by this reference made a part of this Agreement:

Check all that apply:

- ☒ Rider B
- ☒ Rider A
- ☒ Affiliated Business Arrangements Disclosure Statement
- ☒ Master Disclosure and Information Addendum
- ☒ Cooperating Broker Agreement
- ☒ Election Form Addendum
- ☒ FHA/VA Addendum
- ☐
- ☒ Home Sale Contingency Addendum
- ☒ Purchase Price and Payment Addendum
- ☒ Cooperating Broker Addendum
- ☒ Indoor Environmental Quality Disclosure Addendum
- ☒ Insulation Addendum
- ☐
- ☐

36. Survival.

36.1 Buyer and Seller agree that it is their express intent that the Sections and documents listed below, together with any other terms in this Agreement that expressly so state, as well as any terms that may survive by operation of law, notwithstanding if the Section, document or term has a survival provision thereto, shall not be merged into the Deed and that these Sections and documents shall survive Closing and the delivery of the Deed: Section 11, Closing and Title Matters; Section 13, Site and Substitutions; Section 16, Mediation / Arbitration of Disputes; Section 17, Other Dispute Resolutions; Section 18, Selling Agent and Cooperating Broker; Section 19, Construction Activities; Section 20, Dangerous Conditions; Construction Work; Section 35, Reservation of Easement; Section 5 of Rider B, Warranties; Section 2 of the Indoor Environmental Quality Disclosure; Cooperating Broker Addendum, in its entirety; and, Master Disclosure and Information Addendum to Purchase and Sale Agreement, in its entirety.

36.2 Buyer and Seller agree that it is their express intent that the Sections and documents listed below, together with any other terms in this Agreement that expressly so state, as well as any terms that may survive by operation of law, notwithstanding if the Section, document or term has a survival provision thereto, shall survive termination of this Agreement: Section 14, Buyer's Default; Section 15, Seller's Default; Section 16, Mediation / Arbitration of Disputes; Section 17, Other Dispute Resolutions; Section 23, Transfer, Assignment and Persons Bound; and Section 6 of Rider B, Documents.

37. Offer to Purchase/Effective Date. This Agreement, when executed by Buyer and delivered to Seller, together with the Initial Deposit specified hereunder, shall constitute an offer by Buyer to purchase the Property in accordance with the terms and conditions provided herein, and shall not be binding upon Seller until such time as a Division Agent or Officer of Seller has executed this Agreement. The date of such acceptance is the "Effective Date" of this Agreement. In the event Buyer's offer is not accepted by Seller, all paid Deposits made by Buyer to Seller to date shall be returned to Buyer, and Buyer's offer shall be deemed withdrawn.

38. Counterparts and Signatures. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall comprise but a single instrument. Signatures may be given via electronic transmission and shall be deemed given as of the date and time of the transmission of this Agreement to the other party.

THE INITIAL DEPOSIT HAS BEEN RECEIVED BY SELLER SUBJECT TO CLEARANCE.

SELLER: Lennar Carolinas, LLC

Signed by: Randy Floyd

New Home Consultant - Randy Floyd

Date: 4/30/2013

THIS AGREEMENT IS NOT BINDING ON SELLER UNTIL ACCEPTED BELOW BY AN AUTHORIZED AGENT OF SELLER.

SELLER: Lennar Carolinas, LLC

Signed by: [signature]

Authorized Agent of Seller - Thomas J Filippello

Date 5/6/2013

Signed by: Joshua Bustow

Buyer - Joshua Bustow

Date 4/30/2013

Signed by: Brittany Bustow

Buyer - Brittany Bustow

Date 4/30/2013

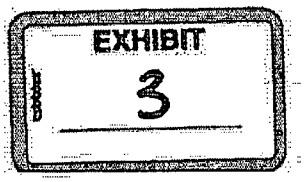
Buyer -

Date

Buyer -

Date

EXHIBIT 3



DocuSign Envelope ID: B9D60BFE-7DF0-4986-97E5-02BF27CF95F4

Lennar Carolinas, LLC
1941 Savage Road, Ste. 100-C
Charleston, South Carolina 29407
843-388-8989

PURCHASE AND SALE AGREEMENT

PURSUANT TO SECTION 15-48-10, SOUTH CAROLINA CODE OF LAWS, 1976, AS AMENDED, THIS SHALL CONSTITUTE WRITTEN NOTICE THAT THIS AGREEMENT IS SUBJECT TO MANDATORY BINDING ARBITRATION PURSUANT TO SECTION 16 OF THIS AGREEMENT.

THIS PURCHASE AND SALE AGREEMENT (together with the Riders and Addenda attached hereto and incorporated by reference herein, this "Agreement") is made and entered into as of the ninth day of MARCH , 2013 by and between Lennar Carolinas, LLC ("Seller"), and Buyer(s) named below ("Buyer"):

BUYER(S):	Check Applicable:
1. Edward F Dengg 2. Sylvia K Dengg 3. 4. No Buyer Changes Will Be Permitted	Married ☐ Single ☐ Male ☐ Female ☐ Married ☐ Single ☐ Male ☐ Female ☐ Married ☐ Single ☐ Male ☐ Female ☐ Married ☐ Single ☐ Male ☐ Female ☐

Buyer Address: 9805 Gateway Dr.		
City: Jeffersontown	State / Country: KY	Zip: 40299

By providing your telephone and fax numbers and your email address, you hereby consent to receiving telephonic, fax and email communications, including advertisements, made or sent by or on behalf of Seller and/or its affiliates.

Home Telephone: +1 502 2679571	Facsimile Numer:
Business Telephone:	Email Address: eddydengg@insightbb.com
Cellular Telephone: +1 502 5587484	

1. Purchase and Sale. Buyer agrees to buy and Seller agrees to sell to Buyer (on the terms and conditions set forth below) Model ROSEWOOD constructed or to be constructed on the following described property:
Lot 0019 of Block ____ of The Abbey at Spring Grove Subdivision/Plat, in Berkeley County (the "County"), South Carolina

Address: 238 Maywood Drive Moncks Corner SC 29461

The residence and improvements (the "Home") constructed or to be constructed on the above described property (the "Homesite"), and all appurtenances thereto are collectively referred to in this Agreement as the "Property." The Property is located within the community known as The Abbey at Spring Grove (the "Community").

2. Purchase Price and Payments. The total purchase price ("Total Purchase Price") for the Home, exclusive of any Builder's Fee, as applicable, and Closing Costs as described in Rider B and the Purchase Price and Payment Addendum, is $ 164,290.00. Buyer (and not a third party) has made an earnest money deposit upon the signing of this Agreement (the "Initial Deposit") of $ 1,000.00. Buyer shall make further payments to Seller, including but not limited to any "Additional Deposit" or "Advanced Payment" (consisting of non-refundable deposit(s) for options, extras, and upgrades) as set forth in the Purchase Price and Payment Addendum attached hereto and made a part hereof. The term "Deposit" shall include the Initial Deposit, Additional Deposit and Advanced Payment.

3. Legally Binding Agreement. THIS AGREEMENT IS A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, PLEASE SEEK COMPETENT LEGAL ADVICE. NO WARRANTIES OR REPRESENTATIONS, OTHER THAN THOSE SPECIFIED IN THIS AGREEMENT, ARE EXPRESSED OR IMPLIED. ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF SELLER. FOR CORRECT WARRANTIES AND REPRESENTATIONS, REFERENCE SHOULD BE MADE TO THIS AGREEMENT, INCLUDING THE RIDERS AND ADDENDA ATTACHED HERETO, AND THE "DOCUMENTS" (AS SUCH TERM IS DEFINED IN RIDER B) PROVIDED TO BUYER, IF ANY.

4. Financing.

☒ NO CONTINGENCY. If this box is checked, this is a cash transaction and not contingent on financing. Buyer agrees to provide within five (5) calendar days from the Buyer's execution of this Agreement financial statements or other written verification of Buyer's ability to purchase the Property with cash. If Buyer does not (in Seller's sole judgment, based on the documentation provided by Buyer to Seller) have the financial ability to purchase the Property with cash, then Seller may terminate this Agreement by refunding to Buyer any paid Deposit.

☐ MORTGAGE CONTINGENCY. If this box is checked, this Agreement is contingent on Buyer obtaining a loan commitment within the Mortgage Contingency Period (as such term is defined in Rider B attached hereto) for a first mortgage loan from Universal

American Mortgage Company, LLC (an affiliate of Seller), or another qualified institutional mortgage lender of Buyer's choice ("Lender"), with interest, term and service charges at current market rates at time of Closing (as defined below) for a borrower of Buyer's credit qualifications (the "Mortgage Contingency"). Buyer agrees to apply within five (5) calendar days from the execution of this Agreement for a loan at the then prevailing interest rate and terms (the "Mortgage Contingency Period"). In the event Buyer chooses to obtain financing through a Lender other than Universal American Mortgage Company, LLC, Buyer agrees to promptly provide Seller, upon Seller's request, with the name, address and phone number of such Lender, the loan officer and the loan processor. Buyer shall furnish promptly and accurately to Lender all information and documents requested by Lender in connection with such application. If Buyer properly makes and pursues the loan application as provided herein but is unable to provide Seller with a copy of a written loan commitment reasonably satisfactory to Seller within the Mortgage Contingency Period, or if Buyer is at any time disapproved for such loan (and Buyer does not cancel or withdraw his/her loan application), then Seller, at its sole discretion, may cancel this Agreement by written notice to Buyer, at Buyer's last known address, in which event Seller shall refund any paid Deposit made by Buyer. If Buyer properly makes and pursues the loan application as provided herein but is unable to obtain mortgage loan financing, despite Buyer's good faith efforts to do so, and Buyer is not otherwise in default under this Agreement, and further provided that Buyer provides Seller with documentation from Lender that the loan has been declined, Buyer may cancel this Agreement by giving written notice to Seller within the Mortgage Contingency Period, in which event Seller shall refund any paid Deposit. If this Agreement provides for a VA guaranteed or FHA-insured loan, Buyer's obligation to complete the purchase contemplated under this Agreement is subject to the VA/FHA Addendum attached hereto and incorporated herein.

The following shall apply only if this Agreement is subject to the Mortgage Contingency, as indicated above:

4.1 Mortgage Loan. Unless Buyer shall have otherwise notified Seller in writing within the Mortgage Contingency Period, Buyer shall be conclusively presumed to have obtained the loan commitment or agreed to purchase the Property without mortgage financing, and the Mortgage Contingency shall be deemed to have been satisfied.

4.2 Application. Buyer understands that any loan application required under this Agreement must be fully completed in order to obtain the mortgage loan, and Buyer will make a good faith attempt to qualify for the mortgage loan. If Buyer has a spouse who does not constitute a Buyer under this Agreement, Buyer agrees to have his/her spouse sign the mortgage documents as required by Lender. BUYER AGREES TO INCUR NO DEBT SUBSEQUENT TO THE DATE HEREOF WHICH MIGHT JEOPARDIZE APPROVAL OF BUYER'S MORTGAGE LOAN. IF THE PROPERTY IS BEING PURCHASED BY A CORPORATION, PARTNERSHIP, OR OTHER ENTITY, BUYER AGREES TO (1) OBTAIN ANY PERSONAL ENDORSEMENTS OR GUARANTEES REQUIRED BY LENDER AND (2) PROVIDE TO LENDER AND/OR THE TITLE INSURER PROMPTLY UPON REQUEST SUCH CERTIFICATES, RESOLUTIONS OR OTHER CORPORATE, PARTNERSHIP OR OTHER ORGANIZATIONAL DOCUMENTS AS MAY BE REQUIRED. Except as provided in this Agreement, Buyer agrees to pay all loan fees and closing costs charged by Lender in connection with the mortgage loan. Buyer will pay any prepaid interest due on the mortgage loan at the time of Closing and any amount Lender may require to be put into escrow toward the payment of property taxes and insurance on the Property. Buyer will also pay any mortgage insurance premiums (prepaid or otherwise), if required by Lender.

4.3 Commitment. Buyer understands that the rate of interest on the mortgage is established by Lender and not by Seller and that any predictions or representations of present or future interest rate that may have been contained in any advertising or promotion by Seller are not binding. If Buyer obtains a written mortgage loan commitment and the mortgage loan commitment is subsequently withdrawn through no fault of Seller including, but not limited to, any condition to such loan commitment not being satisfied for any reason (other than failure of the Property to appraise equal to or greater than the Total Purchase Price), this Agreement shall remain in full force and effect and Buyer shall be conclusively presumed to have agreed to purchase the Property without mortgage financing. If the Lender's appraiser does not appraise the Property for the Total Purchase Price then Seller shall have the option in, Seller's sole discretion, to (i) lower the Total Purchase Price to the appraised value and Buyer shall proceed to Closing, or (ii) terminate this Agreement and return the Deposits to Buyer. If Buyer obtains a loan commitment containing any special condition that is not ordinarily contained in typical loan commitments for the Community, Seller, in Seller's sole discretion, may treat Buyer's loan application as having been denied; whereupon, Seller shall have the rights set forth in this Section 4.

4.4 Sale of Other Residence. Unless the Home Sale Contingency Addendum is executed, Buyer represents and warrants that this Agreement and the mortgage loan referenced herein, are not and will not be subject to or contingent upon Buyer's selling and/or closing on the sale of Buyer's present residence or other property. Failure to close on the purchase of the Property will constitute a default by Buyer and the remedies available to Seller for Buyer's default under this Agreement shall apply.

5. Funds. Any funds paid by Buyer under the terms of this Agreement to Seller through a check or cashier's check are accepted by Seller subject to collection. Buyer acknowledges that Seller shall have the right to deposit such check for the Initial Deposit without such action being deemed acceptance of this Agreement. If any such check is not paid by the bank after acceptance of this Agreement, Seller shall have the option to cancel this Agreement and declare Buyer in default. If Buyer provides any check for a Deposit in the form of Canadian currency (a "C$ check"), Seller's depository bank will convert such C$ check into a U.S. dollar amount using its currency procedures and exchange rate then in effect two (2) business days following the date of processing (the "Conversion Date") and the amount of the Deposit to be applied toward the Total Purchase Price shall be equal to the amount received by Seller from the depository bank on the Conversion Date. Seller reserves the right to charge or pass through any currency conversion-related fees or costs to the Buyer at Closing (as hereafter defined). Notwithstanding the foregoing or anything contained in the Agreement to the contrary, the balance of the Total Purchase Price plus all applicable Closing Costs (the "Closing Proceeds") shall be paid to Seller at Closing by wire transfer in immediately available funds or by cashier's check (subject to collection) issued by a bank with a branch in the County where the Property is located. If Buyer delivers all or any portion of the Closing Proceeds in the form of a cashier's check exceeding $25,000.00, then Buyer will not be entitled to possession of the Home until the Closing Proceeds have cleared.

6. Credit Information Authorization. Buyer authorizes Lender to whom Buyer has applied or is in the process of applying for a mortgage loan in connection with this transaction to disclose to Seller the information contained in any loan application, verification of deposit, income and employment, and credit reports or credit related documentation on Buyer. Buyer authorizes Seller to order one or more credit reports from a consumer reporting agency to be used in connection with this transaction. The cost of said report(s) is

(are) to be paid by Buyer. Buyer authorizes Seller to forward all copies of all or any portion of such report(s) without interpretation to Lender who (at the request of Buyer) will evaluate a potential extension of credit to Buyer in connection with this transaction. Buyer authorizes Lender, and any credit bureau or other person or entity utilized or engaged by Lender, to obtain one or more consumer reports regarding Buyer and to investigate any information, reference, statement, or data, provided to Lender by Buyer or by any other person or entity, pertaining to Buyer's credit and financial status. Buyer shall indemnify, defend and hold harmless Seller, its officers, directors, shareholders, employees, agents, contractors, subcontractors and suppliers ("Indemnified Parties"), Lender, and any credit bureau or other person or entity utilized or engaged by Lender or Seller, from and against any deficiencies, losses, liabilities, claims, damages, expenses, obligations, penalties, actions, judgments, awards, suits, costs or disbursements of any kind or nature whatsoever, including attorneys' fees and expenses ("Claims") arising from an investigation of Buyer's credit and financial status.

7. Closing. Without limiting the terms of Section 8, Buyer acknowledges and agrees that Seller has the right in its sole discretion to schedule the date, time and place for the closing of the transaction contemplated by this Agreement ("Closing") and Buyer shall close on such Closing Date (the "Closing Date"). Buyer will be given notice of the Closing Date, time and place by the "Closing Date Notice Period" (as such term is defined in Rider B attached hereto). Seller is authorized to postpone or advance the date of Closing at its discretion. Seller must, however, give Buyer reasonable notice of the new Closing Date. Any notice of Closing may be given verbally, by telephone, telegraph, telex, facsimile, mail, e-mail, or other means of communication at Seller's option. All notices of Closing will be given to Buyer at the address or by use of the telephone number(s) or e-mail address(es) specified on page 1 of this Agreement unless Seller has received written notice from Buyer of any change therein prior to the date notice of Closing is given. Buyer's failure to receive the notice of Closing because Buyer has failed to advise Seller of any changes of address or phone number, or because Buyer has failed to pick up a letter when Buyer has been advised of an attempted delivery or for any other reason, shall not relieve Buyer of Buyer's obligation to close on the scheduled Closing Date, unless Seller otherwise agrees in writing to postpone the Closing Date. To the extent not prohibited by applicable law, if Seller, in its sole discretion, agrees in writing to reschedule the Closing Date at Buyer's request, or because Buyer (if a corporation) has failed to produce all corporate documents requested by Seller, or for any other reason (except for delay required by Seller), then (1) Seller may impose a late charge as liquidated damages for such delay equal to One Hundred Twenty-Five Dollars ($125.00) per day for every day from the original Closing Date through the date that the transaction closes, and (2) Seller may require that provisions be made as of the original Closing Date. Buyer agrees this late charge is appropriate in order to cover Seller's administrative and other expenses resulting from a delay in Closing and that the amount of liquidated damages is fixed and agreed to by the parties as a reasonable estimate of the damages that Seller shall suffer and is not in the nature of a penalty. Seller is not required to agree to reschedule Closing, but Seller may reschedule Closing in Seller's sole discretion.

8. Completion Date. It is expressly agreed by Buyer that notwithstanding anything to the contrary specified herein or verbally represented (including but not limited to Seller's sales representative), any scheduled completion date is a good faith estimate, and Seller makes no promises or representations concerning the date of completion. Buyer agrees that Buyer has not relied, and will not rely upon, any estimated completion date for any purpose whatsoever, including, without limitation, relocation of residence, storage of personal property, or lock-in financing, and Buyer agrees that Seller shall not be liable for any additional costs, expenses or damages whatsoever should the Home not be completed by an estimated completion date. Notwithstanding the foregoing, Seller is required to complete and does agree that the construction of the Home shall be completed not later than two (2) years from the date of Buyer's execution of this Agreement. If construction is delayed by any event recognized by the law of the state in which the Home is located as a defense to a contract action for non-performance or a delay in performance, then the date of completion shall be extended by the delay period. It is the express intent of the parties that the parties' rights and obligations under this Agreement be construed in the manner necessary to exempt this Agreement and the sale of the Property from registration under the Interstate Land Sales Full Disclosure Act, and both Buyer and Seller hereby expressly waive any right or provision of this Agreement that would otherwise preclude such exemption.

9. Casualty Before Closing. If the Property is damaged by fire, act of terrorism or other casualty before Closing and the cost of restoration does not exceed three percent (3%) of the Total Purchase Price and repairs will not substantially delay Closing, Seller shall repair the damage and Closing shall proceed pursuant to the terms of this Agreement. If the cost of restoration exceeds three percent (3%) of the Total Purchase Price or the repairs would substantially delay Closing, Buyer shall have the option to: (1) terminate this Agreement and receive a refund of the Deposit made by Buyer to Seller, in which event both parties shall be released from all obligations under this Agreement, or (2) have Seller repair the damage as soon as reasonably possible, and Closing shall be extended until such repair or rebuilding is complete.
Notwithstanding the foregoing, if all or a portion of the Property is damaged by fire, act of terrorism or other casualty and (1) the plans, specifications or construction materials for the Property must be materially modified in order to repair or reconstruct the Property, or (2) the repair or reconstruction of the Property substantially in accordance with the plans and specifications is rendered impossible by any cause recognized by the law of the state in which the Property is located as a defense to a contract action for non-performance, then Seller shall have the right to terminate this Agreement and Buyer shall receive a refund of the Deposit made by Buyer to Seller in which event both parties shall be released from all obligations under this Agreement.

10. Deed. Seller shall convey title to Buyer at Closing by delivery to Buyer of a General Limited Warranty Deed (the "Deed") describing the Property, which Deed shall convey title to Buyer subject to all matters described in this Agreement.

11. Closing and Title Matters. Title to the Property to be delivered to Buyer at Closing will be marketable and insurable, subject only to the following matters:

11.1 Title to the Property shall be subject to the following: (1) zoning, building codes, bulkhead laws, ordinances, regulations, rights or interests vested in the United States of America or the state in which the Community is located; (2) real estate taxes and other taxes for the year of conveyance and subsequent years including taxes or assessments of any special taxing or community development district (including assessments relating to capital improvements and bonds); (3) the general printed exceptions contained in an owner's title insurance policy; (4) utility easements, sewer agreements, telephone agreements, cable agreements, telecommunications agreements, monitoring agreements, restrictions and reservations common to any plat affecting title to the Property; (5) matters that would be disclosed by an accurate survey or inspection of the Property; (6) the Documents; (7) any laws and restrictions, covenants, conditions, limitations, reservations, agreements or easements recorded in the public records for the County (for example, use limitations and obligations, easements (right-of-way) and agreements relating to telephone, gas or electric lines, water and sewer lines and drainage, provided they do not prevent use of the Property for single family residential purposes); (8) minor encroachments on easements that do not

substantially interfere with an easement holder's interest in the Property; and (9) acts done or suffered by Buyer and any mortgage or deed of trust obtained by Buyer for the purchase of the Property. It is Buyer's responsibility to review and become familiar with each of the foregoing title matters, some of which are covenants running with the land. If any title defects are discovered by Buyer after Closing, Buyer's sole remedy shall be to make a claim to Buyer's title insurer.

11.2 Seller shall convey title to Buyer at Closing by delivery to Buyer of the Deed, which shall convey title to Buyer subject to all matters described in Section 11.1 of this Agreement. Any such matters omitted from the Deed shall nevertheless be deemed to be included in the Deed.

11.3 Seller shall provide an affidavit complying with the Foreign Investment in Real Property Tax Act of 1980, as amended, upon written request of Buyer.

11.4 Seller may not own title to the Property as of the date of this Agreement or at Closing. However, Seller shall obtain title to the Property on or before the Closing Date or effect the necessary transfer of title on or before the date when Seller causes title to be transferred to Buyer.

11.5 If Seller cannot provide marketable and insurable title as described above, such failure shall not be an event of default and Seller will have a reasonable period of time (at least one hundred and twenty (120) days from the date of the scheduled Closing Date) to attempt to correct any defects in title; provided, however, Seller shall not be obligated to incur any expense, nor institute any litigation, to clear title to the Property. If Seller cannot or elects not to correct the title defects, Seller shall so notify Buyer within such period, and Buyer may thereafter elect (by written notice from Buyer to Seller) one of the following two (2) options: (1) to accept title in the condition offered (with defects) and pay the balance of the Total Purchase Price for the Property (without set off or deduction therefor), thereby waiving any claim with respect to such title defects and Buyer will not make any claims against Seller because of the title defects; or (2) to terminate this Agreement and receive a full refund of the Deposit deposited hereunder. If all such amounts are refunded, Buyer agrees to accept it as full payment of Seller's liability hereunder, whereupon this Agreement shall be terminated and Seller shall thereafter be relieved and released of all further liability hereunder. Buyer shall not thereafter have any rights to make any additional claims against Seller. In the event Buyer does not notify Seller in writing within five (5) calendar days from the receipt of Seller's notice (time being strictly of the essence) as to which option Buyer elects, Buyer shall be conclusively presumed to have elected option (1) set forth above in this subsection.

11.6 The acceptance of the Deed by Buyer shall be deemed to be full performance and discharge of every agreement and obligation on the part of Seller to be performed pursuant to this Agreement, except those which are herein specifically deemed to survive Closing or which may survive by operation of law, if any.

11.7 Title to the Property will be deemed marketable if an owner's policy is issued with standard exceptions.

11.8 All of the terms of this Section 11 shall survive Closing and the delivery of the Deed.

12. Closing Costs. The respective responsibilities of Buyer and Seller for all costs, prorations and fees payable at Closing (the "Closing Costs") are shown in Rider B attached hereto.

13. Site and Substitutions. The materials, equipment and fixtures included in and to be used in constructing the Home will be substantially the same as or similar in quality to those described in the applicable plans and specifications (except as to extras, options and/or upgrades).

13.1 Changes to Plans and Specifications.

13.1.1 Industry Practice. It is widely observed construction industry practice for pre-construction plans and specifications for any home or building to be changed and adjusted from time to time in order to accommodate on-going site conditions and in the field construction factors. These changes and adjustments are essential in order to permit all components of the Home to be integrated into a well-functioning and aesthetically pleasing product in an expeditious manner. Based on the foregoing, Buyer acknowledges that such changes and adjustments may occur and agrees that it is reasonable and to Buyer's benefit to allow Seller the flexibility to make such changes and adjustments to the Home.

13.1.2 Seller's Absolute Right to Make Modifications to Plans and Specifications. Seller has the absolute right to make modifications to the plans and specifications for the Home. Without limiting the generality of the foregoing, Buyer specifically agrees that changes in the dimensions of rooms and patios, entrances and terraces, if applicable, and changes in room size, in the locations of windows, doors, walls, partitions, utility lead-ins and outlets (including, but not limited to, electrical, cable television, and telephone), air-conditioning components, lighting fixtures and electrical panel boxes may be made by Seller in its sole discretion, provided however that changes in the layout and dimensions of the Home shall not substantially affect the value of the Home. Such changes may also include, but are not limited to, changes in the building location, setbacks and facing, the building's external configuration, its structural components, its finishes and the landscaping associated therewith.

13.1.3 Buyer's Acceptance of Actual Floor Plan. Buyer further understands and acknowledges that many of the Homes to be constructed within the Community require floor plans which are opposite (i.e. flipped) mirror images of the model floor plan and Buyer fully understands and accepts the floor plan configuration for the Home and improvements to be constructed within the Home.

13.1.4 No Warranty for Plans and Specifications on File. Buyer further acknowledges and agrees that (1) the plans and specifications of the Home and the Community on file with the applicable governmental authorities may not be identical in detail to Seller's plans and specifications, and (2) because of the day-to-day nature of the changes described in this Section 13, the plans and specifications on file with the applicable governmental authorities may not include some or any of these changes (there being no legal requirement to file all changes with such authorities). As a result of the foregoing, Buyer and Seller both acknowledge and agree that the Home and the Community may

not be constructed in accordance with the plans and specifications on file with the applicable governmental authorities. Without limiting the generality of the provisions of Rider B attached hereto, Seller disclaims and Buyer waives any and all express or implied warranties that construction will be accomplished in compliance with such plans and specifications. Seller has not given and Buyer has not relied on or bargained for any such warranties. In furtherance of the foregoing, in the event of any conflict between the actual construction of the Home and/or the Community, and that which is set forth on the plans and specifications, Buyer agrees that the actual construction shall prevail and to accept the Home and Community as actually constructed (in lieu of what is set forth on the plans and specifications).

13.2 Lot Change. In the event that Seller, in its sole discretion, determines that the Model of the Home selected under this Agreement cannot reasonably be built on the Homesite, then Buyer and Seller hereby agree that they will negotiate in good faith to relocate the Home to another lot in the Community, provided however that there are lots available for sale. If no replacement lot is available, then Buyer may terminate this Agreement and will be entitled to a refund of any paid Deposit.

13.3 Decorative and Landscaping Items.

13.3.1 Buyer understands and agrees that certain of the finishing items, such as tile, marble, carpet, cabinets, stone, brickwork, wood, paint, stain and mica are subject to size and color variations, grain and quality variations, and may vary in accordance with price, availability and changes by manufacturers from those shown in the model, if any, or in illustrations or brochures or those included in the specifications. Furthermore, if circumstances arise that, in Seller's opinion, warrant changes of subcontractors, suppliers, manufacturers, brand names or items, Seller reserves the right to substitute equipment, materials, appliances, etc., which in Seller's opinion are considered to be of quality substantially similar or equal, or of better quality, subject to their availability. Buyer also understands that Seller has the right to substitute or change materials and/or stain colors utilized in wood decor, if any.

13.3.2 Lot grades, lot area, options, facades, shrubs, trees, trim, built-ins, wall treatments, window treatments, furniture, furnishings, fences, decks, locations of walks, driveways and other items in or about a model home are in the subdivision are for display purposes only and are not included in the Total Purchase Price unless otherwise expressly provided herein. Seller has the right to remove any existing trees on the Property or on the surrounding area for any reason. Buyer further understands and agrees that the following items (which may be seen in models or shown in illustrations) will also not be included with the sale of the Home: wall coverings, paint colors, accent light fixtures, wall ornaments, drapes, blinds, bedspreads, furniture, furnishings, wet bars, monitoring systems, certain built-in fixtures, special floor coverings, wood trim, upgraded items and/or any other items of this nature which may be added or deleted from time to time. This list of items (which is not all-inclusive) is provided as an illustration of the type of items built-in or placed upon models or shown in illustrations strictly for purposes of decoration and example only.

13.4 Deed. By acceptance of the Deed, Buyer accepts all variations of the Home.

13.5 Survival. All of the terms of this Section 13 shall survive Closing and the delivery of the Deed.

14. Buyer's Default. In the event of Buyer's default and to the extent allowed by law, Seller shall be entitled to keep, as liquidated damages and not as a penalty, Buyer's Deposit not to exceed fifteen percent (15%) of the Total Purchase Price, except that Seller may, in addition, keep, as liquidated damages and not as a penalty, any and all Advanced Payments made by Buyer to Seller for options, extras or upgrades for which Seller has made contractual commitments or incurred liability by placing orders or otherwise. Buyer agrees that actual damages in the event of breach by Buyer would be costly and difficult to calculate, and that such liquidated damages are a fair and reasonable remedy and shall not be considered a penalty. The provisions of this Section shall survive the termination of this Agreement.

15. Seller's Default. In the event of Seller's default and to the extent allowed by law, Buyer may recover actual damages but shall not be entitled to special, consequential or punitive damages. Notwithstanding the foregoing, Buyer retains all remedies at law and in equity with respect to Seller's obligation to complete the Home within two (2) years pursuant to Section 8 above. Notwithstanding anything to the contrary in this Agreement, Buyer releases and holds harmless Seller's past and present officers and employees from all claims, liabilities, and causes of action of any nature. Buyer now has or may have arising from any act or omission of Seller's officers or employees related to Lennar's performance of its obligations under this Agreement and Lennar's construction of a Home on the Homesite. The provisions of this Section shall survive the termination of this Agreement.

16. Mediation / Arbitration of Disputes.

16.1 The parties to this Agreement specifically agree that this transaction involves interstate commerce and that any Dispute (as hereinafter defined) shall first be submitted to mediation and, if not settled during mediation, shall thereafter be submitted to binding arbitration as provided by the Federal Arbitration Act (9 U.S.C. §§1 et seq.) and not by or in a court of law or equity. "Dispute" (whether contract, warranty, tort, statutory or otherwise), shall include, but are not limited to, any and all controversies, disputes or claims (1) arising under, or related to, this Agreement, the Property, the Community or any dealings between Buyer and Seller; (2) arising by virtue of any representations, promises or warranties alleged to have been made by Seller or Seller's representative; and (3) relating to personal injury or property damage alleged to have been sustained by Buyer, Buyer's children or other occupants of the Property, or in the Community. Buyer has executed this Agreement on behalf of his or her children and other occupants of the Property with the intent that all such parties be bound hereby. Any Dispute shall be submitted for binding arbitration within a reasonable time after such Dispute has arisen. Nothing herein shall extend the time period by which a claim or cause of action may be asserted under the applicable statute of limitations or statute of repose, and in no event shall the Dispute be submitted for arbitration after the date when institution of a legal or equitable proceeding based on the underlying claims in such Dispute would be barred by the applicable statute of limitations or statute of repose.

16.2 Any and all mediations commenced by any of the parties to this Agreement shall be filed with and administered by the

American Arbitration Association or any successor thereto ("AAA") in accordance with the AAA's Home Construction Mediation Procedures in effect on the date of the request. If there are no Home Construction Mediation Procedures currently in effect, then the AAA's Construction Industry Mediation Rules in effect on the date of such request shall be utilized. Any party who will be relying upon an expert report or repair estimate at the mediation shall provide the mediator and the other parties with a copy of the reports. If one or more issues directly or indirectly relate to alleged deficiencies in design, materials or construction, all parties and their experts shall be allowed to inspect, document (by photograph, videotape or otherwise) and test the alleged deficiencies prior to mediation. Unless mutually waived in writing by the parties, submission to mediation is a condition precedent to either party taking further action with regard to any matter covered hereunder.

16.3 If the Dispute is not fully resolved by mediation, the Dispute shall be submitted to binding arbitration and administered by the AAA in accordance with the AAA's Home Construction Arbitration Rules in effect on the date of the request. If there are no Home Construction Arbitration Rules currently in effect, then the AAA's Construction Industry Arbitration Rules in effect on the date of such request shall be utilized. Any judgment upon the award rendered by the arbitrator may be entered in and enforced by any court having jurisdiction over such Dispute. If the claimed amount exceeds $250,000.00 or includes a demand for punitive damages, the Dispute shall be heard and determined by three arbitrators; however, if mutually agreed to by the parties, then the Dispute shall be heard and determined by one arbitrator. Arbitrators shall have expertise in the area(s) of Dispute, which may include legal expertise if legal issues are involved. All decisions respecting the arbitrability of any Dispute shall be decided by the arbitrator(s). At the request of any party, the award of the arbitrator(s) shall be accompanied by detailed written findings of fact and conclusions of law. Except as may be required by law or for confirmation of an award, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.

16.4 The waiver or invalidity of any portion of this Section shall not affect the validity or enforceability of the remaining portions of this Section. Buyer and Seller further agree (1) that any Dispute involving Seller's affiliates, directors, officers, employees and agents shall also be subject to mediation and arbitration as set forth herein, and shall not be pursued in a court of law or equity; (2) that Seller may, at its sole election, include Seller's contractors, subcontractors and suppliers, as well as any warranty company and insurer as parties in the mediation and arbitration; and (3) that the mediation and arbitration will be limited to the parties specified herein.

16.5 To the fullest extent permitted by applicable law, Buyer and Seller agree that no finding or stipulation of fact, no conclusion of law, and no arbitration award in any other arbitration, judicial, or similar proceeding shall be given preclusive or collateral estoppel effect in any arbitration hereunder unless there is mutuality of parties. In addition, Buyer and Seller further agree that no finding or stipulation of fact, no conclusion of law, and no arbitration award in any arbitration hereunder shall be given preclusive or collateral estoppel effect in any other arbitration, judicial, or similar proceeding unless there is mutuality of parties.

16.6 Unless otherwise recoverable by law or statute, each party shall bear its own costs and expenses, including attorneys' fees and paraprofessional fees, for any mediation and arbitration. Notwithstanding the foregoing, if a party unsuccessfully contests the validity or scope of arbitration in a court of law or equity, the noncontesting party shall be awarded reasonable attorneys' fees, paraprofessional fees and expenses incurred in defending such contest, including such fees and costs associated with any appellate proceedings. In addition, if a party fails to abide by the terms of a mediation settlement or arbitration award, the other party shall be awarded reasonable attorneys' fees, paraprofessional fees and expenses incurred in enforcing such settlement or award.

16.7 Buyer may obtain additional information concerning the rules of the AAA by visiting its website at www.adr.org or by writing the AAA at 335 Madison Avenue, New York, New York 10017.

16.8 Seller supports the principles set forth in the Consumer Due Process Protocol developed by the National Consumer Dispute Advisory Committee and agrees to the following:

16.8.1 Notwithstanding the requirements of arbitration stated in Section 16.3 of this Agreement, Buyer shall have the option, after pursuing mediation as provided herein, to seek relief in a small claims court for disputes or claims within the scope of the court's jurisdiction in lieu of proceeding to arbitration. This option does not apply to any appeal from a decision by a small claims court.

16.8.2 Seller agrees to pay for one (1) day of mediation (mediator fees plus any administrative fees relating to the mediation). Any mediator and associated administrative fees incurred thereafter shall be shared equally by the parties.

16.8.3 The fees for any claim pursued via arbitration in an amount of $10,000.00 or less shall be apportioned as provided in the Home Construction Arbitration Rules of the AAA or other applicable rules.

16.9 Notwithstanding the foregoing, if either Seller or Buyer seeks injunctive relief, and not monetary damages, from a court because irreparable damage or harm would otherwise be suffered by either party before mediation or arbitration could be conducted, such actions shall not be interpreted to indicate that either party has waived the right to mediate or arbitrate. The right to mediate and arbitrate should also not be considered waived by the filing of a counterclaim by either party once a claim for injunctive relief had been filed with a court.

16.10 Buyer and Seller specifically agree that notwithstanding anything to the contrary, the rights and obligations set forth in this Section 16 shall survive (1) Closing and the delivery of the Deed; (2) the termination of this Agreement by either party; or (3) the default of this Agreement by either party.

17. Other Dispute Resolutions. Notwithstanding the parties' obligation to submit any Dispute to mediation and arbitration, in the event that a particular dispute is not subject to the mediation or the arbitration provisions of Section 16, then the parties agree to the following provisions: BUYER ACKNOWLEDGES THAT JUSTICE WILL BEST BE SERVED IF ISSUES REGARDING THIS AGREEMENT ARE HEARD BY A JUDGE IN A COURT PROCEEDING, AND NOT A JURY. BUYER AND

SELLER AGREE THAT ANY DISPUTE, CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION SHALL BE HEARD BY A JUDGE IN A COURT PROCEEDING AND NOT A JURY. BUYER AND SELLER HEREBY WAIVE THEIR RESPECTIVE RIGHT TO A JURY TRIAL. SELLER HEREBY SUGGESTS THAT BUYER CONTACT AN ATTORNEY OF BUYER'S CHOICE IF BUYER DOES NOT UNDERSTAND THE LEGAL CONSEQUENCES OF EXECUTING THIS AGREEMENT. All of the terms of this Section 17 shall survive Closing and the delivery of the Deed.

18. Selling Agent, Cooperating Broker, and Seller's New Home Consultant. Unless a Purchase Price and Payment Addendum indicating otherwise is attached hereto, Buyer represents to Seller that Buyer has not consulted, dealt or negotiated with a real estate broker, salesperson or agent other than Seller's sales personnel located at Seller's sales office. Buyer agrees that Seller is not responsible for the payment of a commission to a real estate broker, salesperson or agent other than Seller's sales personnel. Buyer shall indemnify, defend and hold harmless Indemnified Parties from and against any and all Claims resulting from or arising out of any representation or breach of a representation or warranty set forth in this Section. In addition, Buyer acknowledges and understands that Seller's New Home Consultant ("NHC") and Internet New Home Consultant ("INHC") are agents of Seller, are acting solely for the Seller's interests, and are not acting in any representative capacity for Buyer. Buyer should not disclose any information to Seller's NHC and/or INHC that Buyer considers to be confidential or otherwise does not want disclosed to Seller.

Buyer's Initials ep sw

19. Construction Activities. ALL OWNERS, OCCUPANTS AND USERS OF THE COMMUNITY ARE HEREBY PLACED ON NOTICE THAT (1) SELLER AND/OR ITS AGENTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES AND OTHER DESIGNEES, AND/OR (2) ANY OTHER PARTIES, WILL BE, FROM TIME TO TIME, CONDUCTING BLASTING, EXCAVATION, CONSTRUCTION AND OTHER ACTIVITIES WITHIN OR IN PROXIMITY TO THE COMMUNITY. BY THE ACCEPTANCE OF THEIR DEED OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, AND BY USING ANY PORTION OF THE COMMUNITY, EACH SUCH OWNER, OCCUPANT AND USER AUTOMATICALLY ACKNOWLEDGES, STIPULATES AND AGREES (1) THAT NONE OF THE AFORESAID ACITVITIES SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES, HEREUNDER OR AT LAW GENERALLY, (2) NOT TO ENTER UPON, OR ALLOW THEIR CHILDREN OR OTHER PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) ANY PROPERTY WITHIN OR IN PROXIMITY TO THE AREA OF THE COMMUNITY WHERE SUCH ACTIVITY IS BEING CONDUCTED (EVEN IF NOT BEING ACTIVELY CONDUCTED AT THE TIME OF ENTRY, SUCH AS AT NIGHT OR OTHERWISE DURING NON-WORKING HOURS), (3) TO THE EXTENT PERMITTED OR NOT PROHIBITED UNDER APPLICABLE LAW, SELLER AND THE OTHER AFORESAID RELATED PARTIES SHALL NOT BE LIABLE FOR ANY AND ALL LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES, EXCEPT RESULTING DIRECTLY FROM SELLER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, (4) ANY PURCHASE OR USE OF ANY PORTION OF THE COMMUNITY HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING AND (5) THIS ACKNOWLEDGMENT AND AGREEMENT IS A MATERIAL INDUCEMENT TO SELL, CONVEY, AND/OR ALLOW THE USE OF THE PROPERTY.

20. Dangerous Condition; Construction Work.

20.1 Buyer understands and agrees that the Property is a construction site and that the Property and the improvements, equipment and supplies thereon constitute a danger to those who may enter on the Property. Buyer shall not enter onto the Property prior to Closing unless authorized and accompanied by Seller's representative. Any unauthorized, unaccompanied entry by Buyer shall constitute a breach of this Agreement by Buyer, at Seller's election. Moreover, any entry by Buyer onto the Property prior to Closing shall be done at Buyer's own risk and in compliance with all federal, state and local safety laws and regulations. To the extent permitted or not prohibited by applicable law, Buyer waives, releases and shall indemnify, defend and hold harmless Indemnified Parties from and against any Claims made by Buyer, Buyer's family members or guests, as a direct or indirect result of any such unauthorized, unaccompanied entry onto the Property.

20.2 Buyer agrees that supervision and direction of the working forces, including, without limitation, all contractors and subcontractors, is to be done exclusively by Seller, and Buyer agrees not to issue any instructions to the working forces or otherwise hinder construction or installation of improvements on the Property. Buyer shall not do or have any work done on the Property, nor may Buyer store any possessions thereon, prior to Closing and transfer of title to the Property to Buyer.

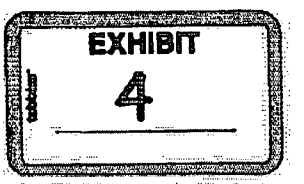
20.3 Buyer agrees that any and all controversies, disputes and claims arising under this Section shall be resolved through binding arbitration in accordance with the terms of this Agreement.

20.4 All of the terms of this Section 20 shall survive Closing and the delivery of the Deed.

21. OFAC. Executive Order 13224 requires all United States entities and persons to block assets and not transact business with entities, countries and persons (specifically designated nationals) set forth by the Office of Foreign Asset Control ("OFAC"). This requirement applies to all homebuilding entities in The Lennar Family of Builders (including but not limited to Seller), Universal American Mortgage Company, LLC and all of its affiliates, and North American Title Company and all of its affiliates (collectively, the "Lennar Affiliates"). Accordingly, each of Seller and the Lennar Affiliates will check current OFAC lists and other publications in connection with each potential transaction, loan, or home sale. In order to check the OFAC list, Buyer must provide to Seller a Government-issued identification card (this might include a driver's license, birth certificate, passport or resident alien card). To the extent Buyer (or any single person or entity constituting a part of Buyer) matches a name or entity on any such OFAC list or publication, the transactions with Buyer contemplated under or in connection with this Agreement will be immediately suspended, and Buyer shall be reported as instructed by the OFAC.

22. Agreement not to be Recorded. Buyer covenants that Buyer shall not record this Agreement (or any memorandum thereof) in the Public Records of the County. Buyer agrees, if Buyer records this Agreement, to pay all of Seller's attorneys' fees, paraprofessional fees and expenses incurred in removing the cloud on title caused by such recordation. Seller's rights under this

EXHIBIT 4



Lennar Carolinas, LLC
1941 Savage Road, Ste. 100-C
Charleston, South Carolina 29407
843-388-8989

PURCHASE AND SALE AGREEMENT

PURSUANT TO SECTION 15-48-10, SOUTH CAROLINA CODE OF LAWS, 1976, AS AMENDED, THIS SHALL CONSTITUTE WRITTEN NOTICE THAT THIS AGREEMENT IS SUBJECT TO MANDATORY BINDING ARBITRATION PURSUANT TO SECTION 16 OF THIS AGREEMENT.

THIS PURCHASE AND SALE AGREEMENT (together with the Riders and Addenda attached hereto and incorporated by reference herein, this "Agreement") is made and entered into as of the thirteenth day of FEBRUARY , 2012 by and between Lennar Carolinas, LLC ("Seller"), and Buyer(s) named below ("Buyer").

BUYER(S):	Check Applicable:
1. Jonathan WE Douglass	Married ☐ Single ☐ Male ☒ Female ☐
2. Theresa A Douglass	Married ☐ Single ☐ Male ☐ Female ☒
3.	Married ☐ Single ☐ Male ☐ Female ☐
4.	Married ☐ Single ☐ Male ☐ Female ☐
No Buyer Changes Will Be Permitted	

Buyer Address: 824 Old Point Avenue		
City: Hampton	State / Country: VA	Zip: 23663

By providing your telephone and fax numbers and your email address, you hereby consent to receiving telephonic, fax and email communications, including advertisements, made or sent by or on behalf of Seller and/or its affiliates.

Home Telephone:	Facsimile Numer:
Business Telephone:	Email Address: tsap1003@gmail.com
Cellular Telephone: +1 818 4780998	

1. Purchase and Sale. Buyer agrees to buy and Seller agrees to sell to Buyer (on the terms and conditions set forth below) Model Linden constructed or to be constructed on the following described property:
Lot 0043 of Block _____ of The Abbey at Spring Grove Subdivision/Plat, in Berkeley County (the "County"), South Carolina

Address: 215 Maywood Drive Moncks Corner SC 29461

The residence and improvements (the "Home") constructed or to be constructed on the above described property (the "Homesite"), and all appurtenances thereto are collectively referred to in this Agreement as the "Property." The Property is located within the community known as The Abbey at Spring Grove (the "Community").

2. Purchase Price and Payments. The total purchase price ("Total Purchase Price") for the Home, exclusive of any Builder's Fee, as applicable, and Closing Costs as described in Rider B and the Purchase Price and Payment Addendum, is $ 179,998.00. Buyer (and not a third party) has made an earnest money deposit upon the signing of this Agreement (the "Initial Deposit") of $ 500.00. Buyer shall make further payments to Seller, including but not limited to any "Additional Deposit" or "Advanced Payment" (consisting of non-refundable deposit(s) for options, extras, and upgrades) as set forth in the Purchase Price and Payment Addendum attached hereto and made a part hereof. The term "Deposit" shall include the Initial Deposit, Additional Deposit and Advanced Payment.

3. Legally Binding Agreement. THIS AGREEMENT IS A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, PLEASE SEEK COMPETENT LEGAL ADVICE. NO WARRANTIES OR REPRESENTATIONS, OTHER THAN THOSE SPECIFIED IN THIS AGREEMENT, ARE EXPRESSED OR IMPLIED. ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF SELLER. FOR CORRECT WARRANTIES AND REPRESENTATIONS, REFERENCE SHOULD BE MADE TO THIS AGREEMENT, INCLUDING THE RIDERS AND ADDENDA ATTACHED HERETO, AND THE "DOCUMENTS" (AS SUCH TERM IS DEFINED IN RIDER B) PROVIDED TO BUYER, IF ANY.

4. Financing.

☐ NO CONTINGENCY. If this box is checked, this is a cash transaction and not contingent on financing. Buyer agrees to provide within five (5) calendar days from the Buyer's execution of this Agreement financial statements or other written verification of Buyer's ability to purchase the Property with cash. If Buyer does not (in Seller's sole judgment, based on the documentation provided by Buyer to Seller) have the financial ability to purchase the Property with cash, then Seller may terminate this Agreement by refunding to Buyer any paid Deposit.

☒ MORTGAGE CONTINGENCY. If this box is checked, this Agreement is contingent on Buyer obtaining a loan commitment within the Mortgage Contingency Period (as such term is defined in Rider B attached hereto) for a first mortgage loan from Universal American Mortgage Company, LLC (an affiliate of Seller), or another qualified institutional mortgage lender of Buyer's choice ("Lender"), with interest, term and service charges at current market rates at time of Closing (as defined below) for a borrower of

Buyer's credit qualifications (the "Mortgage Contingency"). Buyer agrees to apply within five (5) calendar days from the execution of this Agreement for a loan at the then prevailing interest rate and terms (the "Mortgage Contingency Period"). In the event Buyer chooses to obtain financing through a Lender other than Universal American Mortgage Company, LLC, Buyer agrees to promptly provide Seller, upon Seller's request, with the name, address and phone number of such Lender, the loan officer and the loan processor. Buyer shall furnish promptly and accurately to Lender all information and documents requested by Lender in connection with such application. If Buyer properly makes and pursues the loan application as provided herein but is unable to provide Seller with a copy of a written loan commitment reasonably satisfactory to Seller within the Mortgage Contingency Period, or if Buyer is at any time disapproved for such loan (and Buyer does not cancel or withdraw his/her loan application), then Seller, at its sole discretion, may cancel this Agreement by written notice to Buyer, at Buyer's last known address, in which event Seller shall refund any paid Deposit made by Buyer. If Buyer properly makes and pursues the loan application as provided herein but is unable to obtain mortgage loan financing, despite Buyer's good faith efforts to do so, and Buyer is not otherwise in default under this Agreement, and further provided that Buyer provides Seller with documentation from Lender that the loan has been declined, Buyer may cancel this Agreement by giving written notice to Seller within the Mortgage Contingency Period, in which event Seller shall refund any paid Deposit. If this Agreement provides for a VA guaranteed or FHA-insured loan, Buyer's obligation to complete the purchase contemplated under this Agreement is subject to the VA/FHA Addendum attached hereto and incorporated herein.

The following shall apply only if this Agreement is subject to the Mortgage Contingency, as indicated above:

4.1 Mortgage Loan. Unless Buyer shall have otherwise notified Seller in writing within the Mortgage Contingency Period, Buyer shall be conclusively presumed to have obtained the loan commitment or agreed to purchase the Property without mortgage financing, and the Mortgage Contingency shall be deemed to have been satisfied.

4.2 Application. Buyer understands that any loan application required under this Agreement must be fully completed in order to obtain the mortgage loan, and Buyer will make a good faith attempt to qualify for the mortgage loan. If Buyer has a spouse who does not constitute a Buyer under this Agreement, Buyer agrees to have his/her spouse sign the mortgage documents as required by Lender. BUYER AGREES TO INCUR NO DEBT SUBSEQUENT TO THE DATE HEREOF WHICH MIGHT JEOPARDIZE APPROVAL OF BUYER'S MORTGAGE LOAN. IF THE PROPERTY IS BEING PURCHASED BY A CORPORATION, PARTNERSHIP, OR OTHER ENTITY, BUYER AGREES TO (1) OBTAIN ANY PERSONAL ENDORSEMENTS OR GUARANTEES REQUIRED BY LENDER AND (2) PROVIDE TO LENDER AND/OR THE TITLE INSURER PROMPTLY UPON REQUEST SUCH CERTIFICATES, RESOLUTIONS OR OTHER CORPORATE, PARTNERSHIP OR OTHER ORGANIZATIONAL DOCUMENTS AS MAY BE REQUIRED. Except as provided in this Agreement, Buyer agrees to pay all loan fees and closing costs charged by Lender in connection with the mortgage loan. Buyer will pay any prepaid interest due on the mortgage loan at the time of Closing and any amount Lender may require to be put into escrow toward the payment of property taxes and insurance on the Property. Buyer will also pay any mortgage insurance premiums (prepaid or otherwise), if required by Lender.

4.3 Commitment. Buyer understands that the rate of interest on the mortgage is established by Lender and not by Seller and that any predictions or representations of present or future interest rate that may have been contained in any advertising or promotion by Seller are not binding. If Buyer obtains a written mortgage loan commitment and the mortgage loan commitment is subsequently withdrawn through no fault of Seller including, but not limited to, any condition to such loan commitment not being satisfied for any reason (other than failure of the Property to appraise equal to or greater than the Total Purchase Price), this Agreement shall remain in full force and effect and Buyer shall be conclusively presumed to have agreed to purchase the Property without mortgage financing. If the Lender's appraiser does not appraise the Property for the Total Purchase Price then Seller shall have the option in, Seller's sole discretion, to (i) lower the Total Purchase Price to the appraised value and Buyer shall proceed to Closing, or (ii) terminate this Agreement and return the Deposits to Buyer. If Buyer obtains a loan commitment containing any special condition that is not ordinarily contained in typical loan commitments for the Community, Seller, in Seller's sole discretion, may treat Buyer's loan application as having been denied; whereupon, Seller shall have the rights set forth in this Section 4.

4.4 Sale of Other Residence. Unless the Home Sale Contingency Addendum is executed, Buyer represents and warrants that this Agreement and the mortgage loan referenced herein, are not and will not be subject to or contingent upon Buyer's selling and/or closing on the sale of Buyer's present residence or other property. Failure to close on the purchase of the Property will constitute a default by Buyer and the remedies available to Seller for Buyer's default under this Agreement shall apply.

5. Funds. Any funds paid by Buyer under the terms of this Agreement to Seller through a check or cashier's check are accepted by Seller subject to collection. Buyer acknowledges that Seller shall have the right to deposit such check for the Initial Deposit without such action being deemed acceptance of this Agreement. If any such check is not paid by the bank after acceptance of this Agreement, Seller shall have the option to cancel this Agreement and declare Buyer in default. If Buyer provides any check for a Deposit in the form of Canadian currency (a "C$ check"), Seller's depository bank will convert such C$ check into a U.S. dollar amount using its currency procedures and exchange rate then in effect two (2) business days following the date of processing (the "Conversion Date") and the amount of the Deposit to be applied toward the Total Purchase Price shall be equal to the amount received by Seller from the depository bank on the Conversion Date. Seller reserves the right to charge or pass through any currency conversion-related fees or costs to the Buyer at Closing (as hereafter defined). Notwithstanding the foregoing or anything contained in the Agreement to the contrary, the balance of the Total Purchase Price plus all applicable Closing Costs (the "Closing Proceeds") shall be paid to Seller at Closing by wire transfer in immediately available funds or by cashier's check (subject to collection) issued by a bank with a branch in the County where the Property is located. If Buyer delivers all or any portion of the Closing Proceeds in the form of a cashier's check exceeding $25,000.00, then Buyer will not be entitled to possession of the Home until the Closing Proceeds have cleared.

6. Credit Information Authorization. Buyer authorizes Lender to whom Buyer has applied or is in the process of applying for a mortgage loan in connection with this transaction to disclose to Seller the information contained in any loan application, verification of deposit, income and employment, and credit reports or credit related documentation on Buyer. Buyer authorizes Seller to order one or more credit reports from a consumer reporting agency to be used in connection with this transaction. The cost of said report(s) is (are) to be paid by Buyer. Buyer authorizes Seller to forward all copies of all or any portion of such report(s) without interpretation to Lender who (at the request of Buyer) will evaluate a potential extension of credit to Buyer in connection with this transaction. Buyer authorizes Lender, and any credit bureau or other person or entity utilized or engaged by Lender, to obtain one or more consumer reports regarding Buyer and to investigate any information, reference, statement, or data, provided to Lender by Buyer or by any other

person or entity, pertaining to Buyer's credit and financial status. Buyer shall indemnify, defend and hold harmless Seller, its officers, directors, shareholders, employees, agents, contractors, subcontractors and suppliers ("Indemnified Parties"), Lender, and any credit bureau or other person or entity utilized or engaged by Lender or Seller, from and against any deficiencies, losses, liabilities, claims, damages, expenses, obligations, penalties, actions, judgments, awards, suits, costs or disbursements of any kind or nature whatsoever, including attorneys' fees and expenses ("Claims") arising from an investigation of Buyer's credit and financial status.

7. Closing. Without limiting the terms of Section 8, Buyer acknowledges and agrees that Seller has the right in its sole discretion to schedule the date, time and place for the closing of the transaction contemplated by this Agreement ("Closing") and Buyer shall close on such Closing Date (the "Closing Date"). Buyer will be given notice of the Closing Date, time and place by the "Closing Date Notice Period" (as such term is defined in Rider B attached hereto). Seller is authorized to postpone or advance the date of Closing at its discretion. Seller must, however, give Buyer reasonable notice of the new Closing Date. Any notice of Closing may be given verbally, by telephone, telegraph, telex, facsimile, mail, e-mail, or other means of communication at Seller's option. All notices of Closing will be given to Buyer at the address or by use of the telephone number(s) or e-mail address(es) specified on page 1 of this Agreement unless Seller has received written notice from Buyer of any change therein prior to the date notice of Closing is given. Buyer's failure to receive the notice of Closing because Buyer has failed to advise Seller of any changes of address or phone number, or because Buyer has failed to pick up a letter when Buyer has been advised of an attempted delivery or for any other reason, shall not relieve Buyer of Buyer's obligation to close on the scheduled Closing Date, unless Seller otherwise agrees in writing to postpone the Closing Date. To the extent not prohibited by applicable law, if Seller, in its sole discretion, agrees in writing to reschedule the Closing Date at Buyer's request, or because Buyer (if a corporation) has failed to produce all corporate documents requested by Seller, or for any other reason (except for delay required by Seller), then (1) Seller may impose a late charge as liquidated damages for such delay equal to One Hundred Twenty-Five Dollars ($125.00) per day for every day from the original Closing Date through the date that the transaction closes, and (2) Seller may require that prorations be made as of the original Closing Date. Buyer agrees the late charge is appropriate in order to cover Seller's administrative and other expenses resulting from a delay in Closing and that the amount of liquidated damages is fixed and agreed to by the parties as a reasonable estimate of the damages that Seller shall suffer and is not in the nature of a penalty. Seller is not required to agree to reschedule Closing, but Seller may reschedule Closing in Seller's sole discretion.

8. Completion Date. It is expressly agreed by Buyer that notwithstanding anything to the contrary specified herein or verbally represented (including but not limited to Seller's sales representative), any scheduled completion date is a good faith estimate, and Seller makes no promises or representations concerning the date of completion. Buyer agrees that Buyer has not relied, and will not rely upon, any estimated completion date for any purpose whatsoever, including, without limitation, relocation of residence, storage of personal property, or lock-in financing, and Buyer agrees that Seller shall not be liable for any additional costs, expenses or damages whatsoever should the Home not be completed by an estimated completion date. Notwithstanding the foregoing, Seller is required to complete and does agree that the construction of the Home shall be completed not later than two (2) years from the date of Buyer's execution of this Agreement. If construction is delayed by any event recognized by the law of the state in which the Home is located as a defense to a contract action for non-performance or a delay in performance, then the date of completion shall be extended by the delay period. It is the express intent of the parties that the parties' rights and obligations under this Agreement be construed in the manner necessary to exempt this Agreement and the sale of the Property from registration under the Interstate Land Sales Full Disclosure Act, and both Buyer and Seller hereby expressly waive any right or provision of this Agreement that would otherwise preclude such exemption.

9. Casualty Before Closing. If the Property is damaged by fire, act of terrorism or other casualty before Closing and the cost of restoration does not exceed three percent (3%) of the Total Purchase Price and repairs will not substantially delay Closing, Seller shall repair the damage and Closing shall proceed pursuant to the terms of this Agreement. If the cost of restoration exceeds three percent (3%) of the Total Purchase Price or the repairs would substantially delay Closing, Buyer shall have the option to: (1) terminate this Agreement and receive a refund of the Deposit made by Buyer to Seller, in which event both parties shall be released from all obligations under this Agreement, or (2) have Seller repair the damage as soon as reasonably possible, and Closing shall be extended until such repair or rebuilding is complete.
Notwithstanding the foregoing, if all or a portion of the Property is damaged by fire, act of terrorism or other casualty and (1) the plans, specifications or construction materials for the Property must be materially modified in order to repair or reconstruct the Property, or (2) the repair or reconstruction of the Property substantially in accordance with the plans and specifications is rendered impossible by any cause recognized by the law of the state in which the Property is located as a defense to a contract action for non-performance, then Seller shall have the right to terminate this Agreement and Buyer shall receive a refund of the Deposit made by Buyer to Seller in which event both parties shall be released from all obligations under this Agreement.

10. Deed. Seller shall convey title to Buyer at Closing by delivery to Buyer of a General Limited Warranty Deed (the "Deed") describing the Property, which Deed shall convey title to Buyer subject to all matters described in this Agreement.

11. Closing and Title Matters. Title to the Property to be delivered to Buyer at Closing will be marketable and insureable, subject only to the following matters:

11.1 Title to the Property shall be subject to the following: (1) zoning, building codes, bulkhead laws, ordinances, regulations, rights or interests vested in the United States of America or the state in which the Community is located; (2) real estate taxes and other taxes for the year of conveyance and subsequent years including taxes or assessments of any special taxing or community development district (including assessments relating to capital improvements and bonds); (3) the general printed exceptions contained in an owner's title insurance policy; (4) utility easements, sewer agreements, telephone agreements, cable agreements, telecommunications agreements, monitoring agreements, restrictions and reservations common to any plat affecting title to the Property; (5) matters that would be disclosed by an accurate survey or inspection of the Property; (6) the Documents; (7) any laws and restrictions, covenants, conditions, limitations, reservations, agreements or easements recorded in the public records for the County (for example, use limitations and obligations, easements (right-of-way) and agreements relating to telephone, gas or electric lines, water and sewer lines and drainage, provided they do not prevent use of the Property for single family residential purposes); (8) minor encroachments on easements that do not substantially interfere with an easement holder's interest in the Property; and (9) acts done or suffered by Buyer and any mortgage or deed of trust obtained by Buyer for the purchase of the Property. It is Buyer's responsibility to review and become familiar with each of the foregoing title matters, some of which are covenants running with the land. If any title defects are discovered by Buyer after Closing, Buyer's sole remedy shall be to make a claim to Buyer's title insurer.

11.2 Seller shall convey title to Buyer at Closing by delivery to Buyer of the Deed, which shall convey title to Buyer subject to all matters described in Section 11.1 of this Agreement. Any such matters omitted from the Deed shall nevertheless be deemed to be included in the Deed.

11.3 Seller shall provide an affidavit complying with the Foreign Investment in Real Property Tax Act of 1980, as amended, upon written request of Buyer.

11.4 Seller may not own title to the Property as of the date of this Agreement or at Closing. However, Seller shall obtain title to the Property on or before the Closing Date or effect the necessary transfer of title on or before the date when Seller causes title to be transferred to Buyer.

11.5 If Seller cannot provide marketable and insurable title as described above, such failure shall not be an event of default and Seller will have a reasonable period of time (at least one hundred and twenty (120) days from the date of the scheduled Closing Date) to attempt to correct any defects in title; provided, however, Seller shall not be obligated to incur any expense, nor institute any litigation, to clear title to the Property. If Seller cannot or elects not to correct the title defects, Seller shall so notify Buyer within such period, and Buyer may thereafter elect (by written notice from Buyer to Seller) one of the following two (2) options: (1) to accept title in the condition offered (with defects) and pay the balance of the Total Purchase Price for the Property (without set off or deduction therefor), thereby waiving any claim with respect to such title defects and Buyer will not make any claims against Seller because of the title defects; or (2) to terminate this Agreement and receive a full refund of the Deposit deposited hereunder. If all such amounts are refunded, Buyer agrees to accept it as full payment of Seller's liability hereunder, whereupon this Agreement shall be terminated and Seller shall thereafter be relieved and released of all further liability hereunder. Buyer shall not thereafter have any rights to make any additional claims against Seller. In the event Buyer does not notify Seller in writing within five (5) calendar days from the receipt of Seller's notice (time being strictly of the essence) as to which option Buyer elects, Buyer shall be conclusively presumed to have elected option (1) set forth above in this subsection.

11.6 The acceptance of the Deed by Buyer shall be deemed to be full performance and discharge of every agreement and obligation on the part of Seller to be performed pursuant to this Agreement, except those which are herein specifically deemed to survive Closing or which may survive by operation of law, if any.

11.7 Title to the Property will be deemed marketable if an owner's policy is issued with standard exceptions.

11.8 All of the terms of this Section 11 shall survive Closing and the delivery of the Deed.

12. Closing Costs. The respective responsibilities of Buyer and Seller for all costs, prorations and fees payable at Closing (the "Closing Costs") are shown in Rider B attached hereto.

13. Site and Substitutions. The materials, equipment and fixtures included in and to be used in constructing the Home will be substantially the same as or similar in quality to those described in the applicable plans and specifications (except as to extras, options and/or upgrades).

13.1 Changes to Plans and Specifications.

13.1.1 Industry Practice. It is widely observed construction industry practice for pre-construction plans and specifications for any home or building to be changed and adjusted from time to time in order to accommodate on-going site conditions and in the field construction factors. These changes and adjustments are essential in order to permit all components of the Home to be integrated into a well-functioning and aesthetically pleasing product in an expeditious manner. Based on the foregoing, Buyer acknowledges that such changes and adjustments may occur and agrees that it is reasonable and to Buyer's benefit to allow Seller the flexibility to make such changes and adjustments to the Home.

13.1.2 Seller's Absolute Right to Make Modifications to Plans and Specifications. Seller has the absolute right to make modifications to the plans and specifications for the Home. Without limiting the generality of the foregoing, Buyer specifically agrees that changes in the dimensions of rooms and patios, entrances and terraces, if applicable, and changes in room size, in the locations of windows, doors, walls, partitions, utility lead-ins and outlets (including, but not limited to, electrical, cable television, and telephone), air-conditioning components, lighting fixtures and electrical panel boxes may be made by Seller in its sole discretion, provided however that changes in the layout and dimensions of the Home shall not substantially affect the value of the Home. Such changes may also include, but are not limited to, changes in the building location, setbacks and facing, the building's external configuration, its structural components, its finishes and the landscaping associated therewith.

13.1.3 Buyer's Acceptance of Actual Floor Plan. Buyer further understands and acknowledges that many of the Homes to be constructed within the Community require floor plans which are opposite (i.e. flipped) mirror images of the model floor plan and Buyer fully understands and accepts the floor plan configuration for the Home and improvements to be constructed within the Home.

13.1.4 No Warranty for Plans and Specifications on File. Buyer further acknowledges and agrees that (1) the plans and specifications of the Home and the Community on file with the applicable governmental authorities may not be identical in detail to Seller's plans and specifications, and (2) because of the day-to-day nature of the changes described in this Section 13, the plans and specifications on file with the applicable governmental authorities may not include some or any of these changes (there being no legal requirement to file all changes with such authorities). As a result of the foregoing, Buyer and Seller both acknowledge and agree that the Home and the Community may not be constructed in accordance with the plans and specifications on file with the applicable governmental authorities. Without limiting the generality of the provisions of Rider B attached hereto, Seller disclaims and Buyer waives any and all express or implied warranties that construction will be accomplished in compliance with such plans and specifications. Seller has not given and Buyer has not relied on or bargained for any such warranties. In furtherance of the foregoing, in the event of any conflict between the actual construction of the Home and/or the

Community, and that which is set forth on the plans and specifications, Buyer agrees that the actual construction shall prevail and to accept the Home and Community as actually constructed (in lieu of what is set forth on the plans and specifications).

13.2 Lot Change. In the event that Seller, in its sole discretion, determines that the Model of the Home selected under this Agreement cannot reasonably be built on the Homesite, then Buyer and Seller hereby agree that they will negotiate in good faith to relocate the Home to another lot in the Community, provided however that there are lots available for sale. If no replacement lot is available, then Buyer may terminate this Agreement and will be entitled to a refund of any paid Deposit.

13.3 Decorative and Landscaping Items.

13.3.1 Buyer understands and agrees that certain of the finishing items, such as tile, marble, carpet, cabinets, stone, brickwork, wood, paint, stain and mica are subject to size and color variations, grain and quality variations, and may vary in accordance with price, availability and changes by manufacturers from those shown in the model, if any, or in illustrations or brochures or those included in the specifications. Furthermore, if circumstances arise that, in Seller's opinion, warrant changes of subcontractors, suppliers, manufacturers, brand names or items, Seller reserves the right to substitute equipment, materials, appliances, etc., which in Seller's opinion are considered to be of quality substantially similar or equal, or of better quality, subject to their availability. Buyer also understands that Seller has the right to substitute or change materials and/or stain colors utilized in wood decor, if any.

13.3.2 Lot grades, lot area, options, facades, shrubs, trees, trim, built-ins, wall treatments, window treatments, furniture, furnishings, fences, decks, locations of walks, driveways and other items in or about a model home area in the subdivision are for display purposes only and are not included in the Total Purchase Price unless otherwise expressly provided herein. Seller has the right to remove any existing trees on the Property or on the surrounding area for any reason. Buyer further understands and agrees that the following items (which may be seen in models or shown in illustrations) will also not be included with the sale of the Home: wall coverings, paint colors, accent light fixtures, wall ornaments, drapes, blinds, bedspreads, furniture, furnishings, wet bars, monitoring systems, certain built-in fixtures, special floor coverings, wood trim, upgraded items and/or any other items of this nature which may be added or deleted from time to time. This list of items (which is not all-inclusive) is provided as an illustration of the type of items built-in or placed upon models or shown in illustrations strictly for purposes of decoration and example only.

13.4 Deed. By acceptance of the Deed, Buyer accepts all variations of the Home.

13.5 Survival. All of the terms of this Section 13 shall survive Closing and the delivery of the Deed.

14. Buyer's Default. In the event of Buyer's default and to the extent allowed by law, Seller shall be entitled to keep, as liquidated damages and not as a penalty, Buyer's Deposit not to exceed fifteen percent (15%) of the Total Purchase Price, except that Seller may, in addition, keep, as liquidated damages and not as a penalty, any and all Advanced Payments made by Buyer to Seller for options, extras or upgrades for which Seller has made contractual commitments or incurred liability by placing orders or otherwise. Buyer agrees that actual damages in the event of breach by Buyer would be costly and difficult to calculate, and that such liquidated damages are a fair and reasonable remedy and shall not be considered a penalty. The provisions of this Section shall survive the termination of this Agreement.

15. Seller's Default. In the event of Seller's default and to the extent allowed by law, Buyer may recover actual damages but shall not be entitled to special, consequential or punitive damages. Notwithstanding the foregoing, Buyer retains all remedies at law and in equity with respect to Seller's obligation to complete the Home within two (2) years pursuant to Section 8 above. The provisions of this Section shall survive the termination of this Agreement.

16. Mediation / Arbitration of Disputes.

16.1 The parties to this Agreement specifically agree that this transaction involves interstate commerce and that any Dispute (as hereinafter defined) shall first be submitted to mediation and, if not settled during mediation, shall thereafter be submitted to binding arbitration as provided by the Federal Arbitration Act (9 U.S.C. §§1 et seq.) and not by or in a court of law or equity. "Disputes" (whether contract, warranty, tort, statutory or otherwise), shall include, but are not limited to, any and all controversies, disputes or claims (1) arising under, or related to, this Agreement, the Property, the Community or any dealings between Buyer and Seller; (2) arising by virtue of any representations, promises or warranties alleged to have been made by Seller or Seller's representative; and (3) relating to personal injury or property damage alleged to have been sustained by Buyer, Buyer's children or other occupants of the Property, or in the Community. Buyer has executed this Agreement on behalf of his or her children and other occupants of the Property with the intent that all such parties be bound hereby. Any Dispute shall be submitted for binding arbitration within a reasonable time after such Dispute has arisen. Nothing herein shall extend the time period by which a claim or cause of action may be asserted under the applicable statute of limitations or statute of repose, and in no event shall the Dispute be submitted for arbitration after the date when institution of a legal or equitable proceeding based on the underlying claims in such Dispute would be barred by the applicable statute of limitations or statute of repose.

16.2 Any and all mediations commenced by any of the parties to this Agreement shall be filed with and administered by the American Arbitration Association or any successor thereto ("AAA") in accordance with the AAA's Home Construction Mediation Procedures in effect on the date of the request. If there are no Home Construction Mediation Procedures currently in effect, then the AAA's Construction Industry Mediation Rules in effect on the date of such request shall be utilized. Any party who will be relying upon an expert report or repair estimate at the mediation shall provide the mediator and the other parties with a copy of the reports. If one or more issues directly or indirectly relate to alleged deficiencies in design, materials or construction, all parties and their experts shall be allowed to inspect, document (by photograph, videotape or otherwise) and test the alleged deficiencies prior to mediation. Unless mutually waived in writing by the parties, submission to mediation is a condition precedent to either party taking further action with regard to any matter covered hereunder.

16.3 If the Dispute is not fully resolved by mediation, the Dispute shall be submitted to binding arbitration and administered by the AAA in accordance with the AAA's Home Construction Arbitration Rules in effect on the date of the request. If there

are no Home Construction Arbitration Rules currently in effect, then the AAA's Construction Industry Arbitration Rules in effect on the date of such request shall be utilized. Any judgment upon the award rendered by the arbitrator may be entered in and enforced by any court having jurisdiction over such Dispute. If the claimed amount exceeds $250,000.00 or includes a demand for punitive damages, the Dispute shall be heard and determined by three arbitrators; however, if mutually agreed to by the parties, then the Dispute shall be heard and determined by one arbitrator. Arbitrators shall have expertise in the area(s) of Dispute, which may include legal expertise if legal issues are involved. All decisions respecting the arbitrability of any Dispute shall be decided by the arbitrator(s). At the request of any party, the award of the arbitrator(s) shall be accompanied by detailed written findings of fact and conclusions of law. Except as may be required by law or for confirmation of an award, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.

16.4 The waiver or invalidity of any portion of this Section shall not affect the validity or enforceability of the remaining portions of this Section. Buyer and Seller further agree (1) that any Dispute involving Seller's affiliates, directors, officers, employees and agents shall also be subject to mediation and arbitration as set forth herein, and shall not be pursued in a court of law or equity; (2) that Seller may, at its sole election, include Seller's contractors, subcontractors and suppliers, as well as any warranty company and insurer as parties in the mediation and arbitration; and (3) that the mediation and arbitration will be limited to the parties specified herein.

16.5 To the fullest extent permitted by applicable law, Buyer and Seller agree that no finding or stipulation of fact, no conclusion of law, and no arbitration award in any other arbitration, judicial, or similar proceeding shall be given preclusive or collateral estoppel effect in any arbitration hereunder unless there is mutuality of parties. In addition, Buyer and Seller further agree that no finding or stipulation of fact, no conclusion of law, and no arbitration award in any arbitration hereunder shall be given preclusive or collateral estoppel effect in any other arbitration, judicial, or similar proceeding unless there is mutuality of parties.

16.6 Unless otherwise recoverable by law or statute, each party shall bear its own costs and expenses, including attorneys' fees and paraprofessional fees, for any mediation and arbitration. Notwithstanding the foregoing, if a party unsuccessfully contests the validity or scope of arbitration in a court of law or equity, the noncontesting party shall be awarded reasonable attorneys' fees, paraprofessional fees and expenses incurred in defending such contest, including such fees and costs associated with any appellate proceedings. In addition, if a party fails to abide by the terms of a mediation settlement or arbitration award, the other party shall be awarded reasonable attorneys' fees, paraprofessional fees and expenses incurred in enforcing such settlement or award.

16.7 Buyer may obtain additional information concerning the rules of the AAA by visiting its website at www.adr.org or by writing the AAA at 335 Madison Avenue, New York, New York 10017.

16.8 Seller supports the principles set forth in the Consumer Due Process Protocol developed by the National Consumer Dispute Advisory Committee and agrees to the following:

16.8.1 Notwithstanding the requirements of arbitration stated in Section 16.3 of this Agreement, Buyer shall have the option, after pursuing mediation as provided herein, to seek relief in a small claims court for disputes or claims within the scope of the court's jurisdiction in lieu of proceeding to arbitration. This option does not apply to any appeal from a decision by a small claims court.

16.8.2 Seller agrees to pay for one (1) day of mediation (mediator fees plus any administrative fees relating to the mediation). Any mediator and associated administrative fees incurred thereafter shall be shared equally by the parties.

16.8.3 The fees for any claim pursued via arbitration in an amount of $10,000.00 or less shall be apportioned as provided in the Home Construction Arbitration Rules of the AAA or other applicable rules.

16.9 Notwithstanding the foregoing, if either Seller or Buyer seeks injunctive relief, and not monetary damages, from a court because irreparable damage or harm would otherwise be suffered by either party before mediation or arbitration could be conducted, such actions shall not be interpreted to indicate that either party has waived the right to mediate or arbitrate. The right to mediate and arbitrate should also not be considered waived by the filing of a counterclaim by either party once a claim for injunctive relief had been filed with a court.

16.10 Buyer and Seller specifically agree that notwithstanding anything to the contrary, the rights and obligations set forth in this Section 16 shall survive (1) Closing and the delivery of the Deed; (2) the termination of this Agreement by either party; or (3) the default of this Agreement by either party.

17. Other Dispute Resolutions. Notwithstanding the parties' obligation to submit any Dispute to mediation and arbitration, in the event that a particular dispute is not subject to the mediation or the arbitration provisions of Section 16, then the parties agree to the following provisions: BUYER ACKNOWLEDGES THAT JUSTICE WILL BEST BE SERVED IF ISSUES REGARDING THIS AGREEMENT ARE HEARD BY A JUDGE IN A COURT PROCEEDING, AND NOT A JURY. BUYER AND SELLER AGREE THAT ANY DISPUTE, CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION SHALL BE HEARD BY A JUDGE IN A COURT PROCEEDING AND NOT A JURY. BUYER AND SELLER HEREBY WAIVE THEIR RESPECTIVE RIGHT TO A JURY TRIAL. SELLER HEREBY SUGGESTS THAT BUYER CONTACT AN ATTORNEY OF BUYER'S CHOICE IF BUYER DOES NOT UNDERSTAND THE LEGAL CONSEQUENCES OF EXECUTING THIS AGREEMENT. All of the terms of this Section 17 shall survive Closing and the delivery of the Deed.

18. Selling Agent, Cooperating Broker, and Seller's New Home Consultant. Unless a Purchase Price and Payment Addendum indicating otherwise is attached hereto, Buyer represents to Seller that Buyer has not consulted, dealt or negotiated with a real estate broker, salesperson or agent other than Seller's sales personnel located at Seller's sales office. Buyer agrees that Seller is not responsible for the payment of a commission to a real estate broker, salesperson or agent other than Seller's sales personnel. Buyer shall indemnify, defend and hold harmless Indemnified Parties from and against any and all Claims resulting from or arising out of any representation or breach of a representation or warranty set forth in this Section. In addition, Buyer acknowledges and

understands that Seller's New Home Consultant ("NHC") and Internet New Home Consultant ("INHC") are agents of Seller, are acting solely for the Seller's interests, and are not acting in any representative capacity for Buyer. Buyer should not disclose any information to Seller's NHC and/or INHC that Buyer considers to be confidential or otherwise does not want disclosed to Seller.

Buyer's Initials: JWED TAD

19. Construction Activities. ALL OWNERS, OCCUPANTS AND USERS OF THE COMMUNITY ARE HEREBY PLACED ON NOTICE THAT (1) SELLER AND/OR ITS AGENTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES AND OTHER DESIGNEES, AND/OR (2) ANY OTHER PARTIES, WILL BE, FROM TIME TO TIME, CONDUCTING BLASTING, EXCAVATION, CONSTRUCTION AND OTHER ACTIVITIES WITHIN OR IN PROXIMITY TO THE COMMUNITY. BY THE ACCEPTANCE OF THEIR DEED OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, AND BY USING ANY PORTION OF THE COMMUNITY, EACH SUCH OWNER, OCCUPANT AND USER AUTOMATICALLY ACKNOWLEDGES, STIPULATES AND AGREES (1) THAT NONE OF THE AFORESAID ACTIVITIES SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES, HEREUNDER OR AT LAW GENERALLY, (2) NOT TO ENTER UPON, OR ALLOW THEIR CHILDREN OR OTHER PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) ANY PROPERTY WITHIN OR IN PROXIMITY TO THE AREA OF THE COMMUNITY WHERE SUCH ACTIVITY IS BEING CONDUCTED (EVEN IF NOT BEING ACTIVELY CONDUCTED AT THE TIME OF ENTRY, SUCH AS AT NIGHT OR OTHERWISE DURING NON-WORKING HOURS), (3) TO THE EXTENT PERMITTED OR NOT PROHIBITED UNDER APPLICABLE LAW, SELLER AND THE OTHER AFORESAID RELATED PARTIES SHALL NOT BE LIABLE FOR ANY AND ALL LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES, EXCEPT RESULTING DIRECTLY FROM SELLER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, (4) ANY PURCHASE OR USE OF ANY PORTION OF THE COMMUNITY HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING AND (5) THIS ACKNOWLEDGMENT AND AGREEMENT IS A MATERIAL INDUCEMENT TO SELL, CONVEY, AND/OR ALLOW THE USE OF THE PROPERTY.

20. Dangerous Condition; Construction Work.

20.1 Buyer understands and agrees that the Property is a construction site and that the Property and the improvements, equipment and supplies thereon constitute a danger to those who may enter on the Property. Buyer shall not enter onto the Property prior to Closing unless authorized and accompanied by Seller's representative. Any unauthorized, unaccompanied entry by Buyer shall constitute a breach of this Agreement by Buyer, at Seller's election. Moreover, any entry by Buyer onto the Property prior to Closing shall be done at Buyer's own risk and in compliance with all federal, state and local safety laws and regulations. To the extent permitted or not prohibited by applicable law, Buyer waives, releases and shall indemnify, defend and hold harmless Indemnified Parties from and against any Claims made by Buyer, Buyer's family members or guests, as a direct or indirect result of any such unauthorized, unaccompanied entry onto the Property.

20.2 Buyer agrees that supervision and direction of the working forces, including, without limitation, all contractors and subcontractors, is to be done exclusively by Seller, and Buyer agrees not to issue any instructions to the working forces or otherwise hinder construction or installation of improvements on the Property. Buyer shall not do or have any work done on the Property, nor may Buyer store any possessions thereon, prior to Closing and transfer of title to the Property to Buyer.

20.3 Buyer agrees that any and all controversies, disputes and claims arising under this Section shall be resolved through binding arbitration in accordance with the terms of this Agreement.

20.4 All of the terms of this Section 20 shall survive Closing and the delivery of the Deed.

21. OFAC. Executive Order 13224 requires all United States entities and persons to block assets and not transact business with entities, countries and persons (specifically designated nationals) set forth by the Office of Foreign Asset Control ("OFAC"). This requirement applies to all homebuilding entities in The Lennar Family of Builders (including but not limited to Seller), Universal American Mortgage Company, LLC and all of its affiliates, and North American Title Company and all of its affiliates (collectively, the "Lennar Affiliates"). Accordingly, each of Seller and the Lennar Affiliates will check current OFAC lists and other publications in connection with each potential transaction, loan, or home sale. In order to check the OFAC list, Buyer must provide to Seller a Government-issued identification card (this might include a driver's license, birth certificate, passport or resident alien card). To the extent Buyer (or any single person or entity constituting a part of Buyer) matches a name or entity on any such OFAC list or publication, the transactions with Buyer contemplated under or in connection with this Agreement will be immediately suspended, and Buyer shall be reported as instructed by the OFAC.

22. Agreement not to be Recorded. Buyer covenants that Buyer shall not record this Agreement (or any memorandum thereof) in the Public Records of the County. Buyer agrees, if Buyer records this Agreement, to pay all of Seller's attorneys' fees, paraprofessional fees and expenses incurred in removing the cloud on title caused by such recordation. Seller's rights under this Section shall be in addition to Seller's remedies for Buyer's default provided elsewhere in this Agreement.

23. Transfer, Assignment and Persons Bound. Buyer agrees that Buyer will not, and does not have the right to, assign, sell or transfer Buyer's interest in this Agreement (whether voluntarily or by operation of law or otherwise) without Seller's prior written consent. If Buyer is a corporation, other business entity, trustee or nominee, a transfer of any material equity or beneficial or principal interest shall constitute an assignment of this Agreement. If Buyer attempts to assign this Agreement in violation of this Section, Seller can declare Buyer in default and Seller shall be entitled to all remedies available under this Agreement. Buyer agrees that Seller may withhold its consent with or without any reason or condition in any manner it chooses (if it gives it at all) and may charge Buyer a reasonable amount to cover administrative costs incurred in considering whether or not to grant consent. If Buyer dies or in any way loses legal control of his/her affairs, this Agreement will bind his/her heirs and legal representatives. If Buyer has received Seller's permission to assign or transfer this Agreement, then Buyer's approved assignees shall be bound by the terms of this Agreement. If more than one person signs this Agreement as Buyer, each such person shall be jointly and severally liable for full performance of all of Buyer's duties and obligations hereunder.

24. TIME OF THE ESSENCE. BUYER ACKNOWLEDGES THAT TIME IS OF THE ESSENCE IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED UNDER THIS AGREEMENT.

25. Interpretation and Computation of Time. The use of the masculine gender in this Agreement shall be deemed to refer to the feminine or neuter gender, and the singular shall include the plural, and vice versa, whenever the context so requires. This Agreement reflects the negotiated agreement of the parties. Each party acknowledges that they have been afforded the opportunity to seek competent legal counsel, and each have made an informed choice as to whether or not to be represented by legal counsel. Accordingly, this Agreement shall be construed as if both parties jointly prepared it, and no presumption against one party or the other shall govern the interpretation or construction of any of the provisions of this Agreement. Any reference in this Agreement to the time periods of less than five (5) days shall, in the computation thereof, exclude Saturdays, Sundays and legal holidays. Any reference in this Agreement to time periods of five (5) days or more shall, in computation thereof, include Saturdays, Sundays and legal holidays. If the last day of any such period is a Saturday, Sunday or legal holiday, the period shall be extended to 5:00 p.m. on the next full business day. The section headings in this Agreement are for convenience only and shall not affect the meaning, interpretation or scope of the provisions which follow them.

26. Notice. Except as provided in the Closing Section of this Agreement with respect to notices of the scheduled Closing Date, any notice required or permitted to be given in connection with this Agreement shall be in writing and sent by United States certified mail with return receipt requested, professional overnight courier or electronic transmission (with confirmation and copy by (1) certified mail, if Buyer's address is within the United States or (2) overnight professional courier, if to a Buyer whose address is outside of the United States) to Buyer or Seller at the addresses on Page 1 of this Agreement (unless Seller has received written notice from Buyer of any change therein prior to the date such notice is given), and additionally to Seller by hand delivery at Seller's sales office. All notices shall only be effective upon receipt or refusal to accept receipt (by failure to accept delivery or otherwise).

27. Waiver. Seller's waiver of any of its rights or remedies shall not operate to waive any other of Seller's rights or remedies or to prevent Seller from enforcing the waived right or remedy in another instance.

28. Incorporation and Severability. The explanations and disclaimers set forth in the Documents are incorporated into this Agreement. In the event that any clause or provision of this Agreement shall be void or unenforceable, such clause or provision shall be deemed deleted so that the balance of this Agreement is enforceable.

29. Governing Law. Any disputes that develop under this Agreement or questions regarding the interpretation of this Agreement will be settled according to the law of the state where the Property is located to the extent federal law is not applicable.

30. Entire Agreement. BUYER CERTIFIES THAT BUYER HAS READ EVERY PROVISION OF THIS AGREEMENT, WHICH INCLUDES EACH RIDER AND ADDENDUM ATTACHED HERETO AND THAT THIS AGREEMENT, TOGETHER WITH EACH SUCH RIDER AND ADDENDUM, CONSTITUTES THE ENTIRE AGREEMENT BETWEEN BUYER AND SELLER. PRIOR AGREEMENTS, REPRESENTATIONS, UNDERSTANDINGS, AND ORAL STATEMENTS NOT REFLECTED IN THIS AGREEMENT HAVE NO EFFECT AND ARE NOT BINDING ON SELLER. BUYER ACKNOWLEDGES THAT BUYER HAS NOT RELIED ON ANY REPRESENTATIONS, NEWSPAPERS, RADIO OR TELEVISION ADVERTISEMENTS, WARRANTIES, STATEMENTS, OR ESTIMATES OF ANY NATURE WHATSOEVER, WHETHER WRITTEN OR ORAL, MADE BY SELLER, SALES PERSONS, AGENTS, OFFICERS, EMPLOYEES, CO-OPERATING BROKERS (IF ANY) OR OTHERWISE EXCEPT AS HEREIN SPECIFICALLY REPRESENTED. BUYER HAS BASED HIS/HER/THEIR DECISION TO PURCHASE THE PROPERTY ON PERSONAL INVESTIGATION, OBSERVATION AND THE DOCUMENTS.

31. Modification. This Agreement is the entire agreement for the sale and purchase of the Property and once it is signed by both Buyer and a Division Agent or Officer of Seller, it can only be amended by a written agreement signed by both Buyer and Seller.

32. Additional Changes. Notwithstanding Section 32 of this Agreement, Buyer agrees that it may be necessary (at any time and from time to time) after Buyer executes this Agreement for Seller, and/or the developer or declarant under the Documents, to change the terms and provisions of this Agreement and/or the Documents to comply with and conform to the rules and regulations (as same may exist and as same may be promulgated from time to time) of any governmental agency, subdivision or authority or court of competent jurisdiction and Buyer consents to all such changes. Notwithstanding Section 32 of this Agreement, Seller, and/or the developer or declarant under the Documents, shall have the right to amend all Documents for development or other purposes, and Buyer consents to all such amendments.

33. Inducement. Buyer acknowledges that the sole inducement to close on the purchase of the Property is the Property itself and not (1) the common facilities comprising part of the Community, if any, or (2) any expectation that the Property will increase in value.

34. Reservation of Easement. For the purpose of completing the construction and servicing of the Property and Community, Seller hereby reserves an easement of ingress and egress for itself and its successors and assigns, and each of their respective agents, employees, materialmen and subcontractors, over, under and upon the Property for a period of one (1) year after Closing. Seller shall provide reasonable notice to Buyer before exercising easement rights granted herein. All of the terms of this Section 35 shall survive Closing and the delivery of the Deed.

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35. Riders and Addenda. This Agreement consists of nine (9) pages and the following Riders and Addenda, which are attached hereto and by this reference made a part of this Agreement:

Check all that apply:

- ☒ Rider B
- ☒ Rider A
- ☒ Affiliated Business Arrangements Disclosure Statement
- ☒ Master Disclosure and Information Addendum
- ☒ Cooperating Broker Agreement
- ☒ Election Form Addendum
- ☒ FHA/VA Addendum
- ☐
- ☐ Home Sale Contingency Addendum
- ☒ Purchase Price and Payment Addendum
- ☐ Cooperating Broker Addendum
- ☒ Indoor Environmental Quality Disclosure Addendum
- ☒ Insulation Addendum
- ☒
- ☐

36. Survival.

36.1 Buyer and Seller agree that it is their express intent that the Sections and documents listed below, together with any other terms in this Agreement that expressly so state, as well as any terms that may survive by operation of law, notwithstanding if the Section, document or term has a survival provision thereto, shall not be merged into the Deed and that these Sections and documents shall survive Closing and the delivery of the Deed: Section 11, Closing and Title Matters; Section 13, Site and Substitutions; Section 16, Mediation / Arbitration of Disputes; Section 17, Other Dispute Resolutions; Section 18, Selling Agent and Cooperating Broker; Section 19, Construction Activities; Section 20, Dangerous Conditions; Construction Work; Section 35, Reservation of Easement; Section 5 of Rider B, Warranties; Section 2 of the Indoor Environmental Quality Disclosure; Cooperating Broker Addendum, in its entirety; and, Master Disclosure and Information Addendum to Purchase and Sale Agreement, in its entirety.

36.2 Buyer and Seller agree that it is their express intent that the Sections and documents listed below, together with any other terms in this Agreement that expressly so state, as well as any terms that may survive by operation of law, notwithstanding if the Section, document or term has a survival provision thereto, shall survive termination of this Agreement: Section 14, Buyer's Default; Section 15, Seller's Default; Section 16, Mediation / Arbitration of Disputes, Section 17, Other Dispute Resolutions; Section 23, Transfer, Assignment and Persons Bound; and Section 6 of Rider B, Documents.

37. Offer to Purchase/Effective Date. This Agreement, when executed by Buyer and delivered to Seller, together with the Initial Deposit specified hereunder, shall constitute an offer by Buyer to purchase the Property in accordance with the terms and conditions provided herein, and shall not be binding upon Seller until such time as a Division Agent or Officer of Seller has executed this Agreement. The date of such acceptance is the "Effective Date" of this Agreement. In the event Buyer's offer is not accepted by Seller, all paid Deposits made by Buyer to Seller to date shall be returned to Buyer, and Buyer's offer shall be deemed withdrawn.

38. Counterparts and Signatures. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall comprise but a single instrument. Signatures may be given via electronic transmission and shall be deemed given as of the date and time of the transmission of this Agreement to the other party.

THE INITIAL DEPOSIT HAS BEEN RECEIVED BY SELLER SUBJECT TO CLEARANCE.

SELLER: Lennar Carolinas, LLC

New Home Consultant - Samuel Broadway
Date: 2-17-2012

THIS AGREEMENT IS NOT BINDING ON SELLER UNTIL ACCEPTED BELOW BY AN AUTHORIZED AGENT OF SELLER.

SELLER: Lennar Carolinas, LLC

Authorized Agent of Seller - Ann Ivey
Date: 2/19/12

Buyer - Jonathan WE Douglass
Date: 2.13.12

Buyer - Theresa A Douglass
Date: 2/13/2012

Buyer -
Date:

Buyer -
Date:

EXHIBIT 5

DocuSign Envelope ID: 243614C2-A173-4095-8[illegible]-A608744D1226

Lennar Carolinas, LLC
1941 Savage Road, Ste. 100-C
Charleston, South Carolina 29407
843-388-8989

PURCHASE AND SALE AGREEMENT

PURSUANT TO SECTION 15-48-10, SOUTH CAROLINA CODE OF LAWS, 1976, AS AMENDED, THIS SHALL CONSTITUTE WRITTEN NOTICE THAT THIS AGREEMENT IS SUBJECT TO MANDATORY BINDING ARBITRATION PURSUANT TO SECTION 16 OF THIS AGREEMENT.

THIS PURCHASE AND SALE AGREEMENT (together with the Riders and Addenda attached hereto and incorporated by reference herein, this "Agreement") is made and entered into as of the eighth day of MAY ., 2013 by and between Lennar Carolinas, LLC ("Seller"), and Buyer(s) named below ("Buyer"):

BUYER(S):	Check Applicable:
1. Anthony Logan Ray 2. 3. 4. No Buyer Changes Will Be Permitted	Married ☐ Single ☐ Male ☐ Female ☐ Married ☐ Single ☐ Male ☐ Female ☐ Married ☐ Single ☐ Male ☐ Female ☐ Married ☐ Single ☐ Male ☐ Female ☐

Buyer Address: 107 Loch Circle		
City: Hampton	State / Country: VA	Zip: 23669

By providing your telephone and fax numbers and your email address, you hereby consent to receiving telephonic, fax and email communications, including advertisements, made or sent by or on behalf of Seller and/or its affiliates.

Home Telephone:	Facsimile Numer:
Business Telephone:	Email Address: ray9271@yahoo.com
Cellular Telephone: +1 760 2978100	

1. Purchase and Sale. Buyer agrees to buy and Seller agrees to sell to Buyer (on the terms and conditions set forth below) Model LINDEN constructed or to be constructed on the following described property:
Lot 0036 of Block ____ of The Abbey at Spring Grove Subdivision/Plat, in Berkeley County (the "County"), South Carolina

Address: 233 Maywood Drive Monoks Corner SC 29461

The residence and improvements (the "Home") constructed or to be constructed on the above described property (the "Homesite"), and all appurtenances thereto are collectively referred to in this Agreement as the "Property." The Property is located within the community known as The Abbey at Spring Grove (the "Community").

2. Purchase Price and Payments. The total purchase price ("Total Purchase Price") for the Home, exclusive of any Builder's Fee, as applicable, and Closing Costs as described in Rider D and the Purchase Price and Payment Addendum, is $ 186,990.00. Buyer (and not a third party) has made an earnest money deposit upon the signing of this Agreement (the "Initial Deposit") of $ 1,000.00. Buyer shall make further payments to Seller, including but not limited to any "Additional Deposit" or "Advanced Payment" (consisting of non-refundable deposit(s) for options, extras, and upgrades) as set forth in the Purchase Price and Payment Addendum attached hereto and made a part hereof. The term "Deposit" shall include the Initial Deposit, Additional Deposit and Advanced Payment.

3. Legally Binding Agreement. THIS AGREEMENT IS A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, PLEASE SEEK COMPETENT LEGAL ADVICE. NO WARRANTIES OR REPRESENTATIONS, OTHER THAN THOSE SPECIFIED IN THIS AGREEMENT, ARE EXPRESSED OR IMPLIED. ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF SELLER. FOR CORRECT WARRANTIES AND REPRESENTATIONS, REFERENCE SHOULD BE MADE TO THIS AGREEMENT, INCLUDING THE RIDERS AND ADDENDA ATTACHED HERETO, AND THE "DOCUMENTS" (AS SUCH TERM IS DEFINED IN RIDER B) PROVIDED TO BUYER, IF ANY.

4. Financing.

☒ NO CONTINGENCY. If this box is checked, this is a cash transaction and not contingent on financing. Buyer agrees to provide within five (5) calendar days from the Buyer's execution of this Agreement financial statements or other written verification of Buyer's ability to purchase the Property with cash. If Buyer does not (in Seller's sole judgment, based on the documentation provided by Buyer to Seller) have the financial ability to purchase the Property with cash, then Seller may terminate this Agreement by refunding to Buyer any paid Deposit.

☐ MORTGAGE CONTINGENCY. If this box is checked, this Agreement is contingent on Buyer obtaining a loan commitment within the Mortgage Contingency Period (as such term is defined in Rider B attached hereto) for a first mortgage loan from Universal

American Mortgage Company, LLC (an affiliate of Seller), or another qualified institutional mortgage lender of Buyer's choice ("Lender"), with interest, term and service charges at current market rates at time of Closing (as defined below) for a borrower of Buyer's credit qualifications (the "Mortgage Contingency"). Buyer agrees to apply within five (5) calendar days from the execution of this Agreement for a loan at the then prevailing interest rate and terms (the "Mortgage Contingency Period"). In the event Buyer chooses to obtain financing through a Lender other than Universal American Mortgage Company, LLC, Buyer agrees to promptly provide Seller, upon Seller's request, with the name, address and phone number of such Lender, the loan officer and the loan processor. Buyer shall furnish promptly and accurately to Lender all information and documents requested by Lender in connection with such application. If Buyer properly makes and pursues the loan application as provided herein but is unable to provide Seller with a copy of a written loan commitment reasonably satisfactory to Seller within the Mortgage Contingency Period, or if Buyer is at any time disapproved for such loan (and Buyer does not cancel or withdraw his/her loan application), then Seller, at its sole discretion, may cancel this Agreement by written notice to Buyer, at Buyer's last known address, in which event Seller shall refund any paid Deposit made by Buyer. If Buyer properly makes and pursues the loan application as provided herein but is unable to obtain mortgage loan financing, despite Buyer's good faith efforts to do so, and Buyer is not otherwise in default under this Agreement, and further provided that Buyer provides Seller with documentation from Lender that the loan has been declined, Buyer may cancel this Agreement by giving written notice to Seller within the Mortgage Contingency Period, in which event Seller shall refund any paid Deposit. If this Agreement provides for a VA guaranteed or FHA-insured loan, Buyer's obligation to complete the purchase contemplated under this Agreement is subject to the VA/FHA Addendum attached hereto and incorporated herein.

The following shall apply only if this Agreement is subject to the Mortgage Contingency, as indicated above:

4.1 Mortgage Loan. Unless Buyer shall have otherwise notified Seller in writing within the Mortgage Contingency Period, Buyer shall be conclusively presumed to have obtained the loan commitment or agreed to purchase the Property without mortgage financing, and the Mortgage Contingency shall be deemed to have been satisfied.

4.2 Application. Buyer understands that any loan application required under this Agreement must be fully completed in order to obtain the mortgage loan, and Buyer will make a good faith attempt to qualify for the mortgage loan. If Buyer has a spouse who does not constitute a Buyer under this Agreement, Buyer agrees to have his/her spouse sign the mortgage documents as required by Lender. BUYER AGREES TO INCUR NO DEBT SUBSEQUENT TO THE DATE HEREOF WHICH MIGHT JEOPARDIZE APPROVAL OF BUYER'S MORTGAGE LOAN. IF THE PROPERTY IS BEING PURCHASED BY A CORPORATION, PARTNERSHIP, OR OTHER ENTITY, BUYER AGREES TO (1) OBTAIN ANY PERSONAL INDORSEMENTS OR GUARANTEES REQUIRED BY LENDER AND (2) PROVIDE TO LENDER AND/OR THE TITLE INSURER PROMPTLY UPON REQUEST SUCH CERTIFICATES, RESOLUTIONS OR OTHER CORPORATE, PARTNERSHIP OR OTHER ORGANIZATIONAL DOCUMENTS AS MAY BE REQUIRED. Except as provided in this Agreement, Buyer agrees to pay all loan fees and closing costs charged by Lender in connection with the mortgage loan. Buyer will pay any prepaid interest due on the mortgage loan at the time of Closing and any amount Lender may require to be put into escrow toward the payment of property taxes and insurance on the Property. Buyer will also pay any mortgage insurance premiums (prepaid or otherwise), if required by Lender.

4.3 Commitment. Buyer understands that the rate of interest on the mortgage is established by Lender and not by Seller and that any predictions or representations of present or future interest rate that may have been contained in any advertising or promotion by Seller are not binding. If Buyer obtains a written mortgage loan commitment and the mortgage loan commitment is subsequently withdrawn through no fault of Seller including, but not limited to, any condition to such loan commitment not being satisfied for any reason (other than failure of the Property to appraise equal to or greater than the Total Purchase Price), this Agreement shall remain in full force and effect and Buyer shall be conclusively presumed to have agreed to purchase the Property without mortgage financing. If the Lender's appraiser does not appraise the Property for the Total Purchase Price then Seller shall have the option in, Seller's sole discretion, to (i) lower the Total Purchase Price to the appraised value and Buyer shall proceed to Closing, or (ii) terminate this Agreement and return the Deposits to Buyer. If Buyer obtains a loan commitment containing any special condition that is not ordinarily contained in typical loan commitments for the Community, Seller, in Seller's sole discretion, may treat Buyer's loan application as having been denied, whereupon, Seller shall have the rights set forth in this Section 4.

4.4 Sale of Other Residence. Unless the Home Sale Contingency Addendum is executed, Buyer represents and warrants that this Agreement and the mortgage loan referenced herein, are not and will not be subject to or contingent upon Buyer's selling and/or closing on the sale of Buyer's present residence or other property. Failure to close on the purchase of the Property will constitute a default by Buyer and the remedies available to Seller for Buyer's default under this Agreement shall apply.

5. Funds. Any funds paid by Buyer under the terms of this Agreement to Seller through a check or cashier's check are accepted by Seller subject to collection. Buyer acknowledges that Seller shall have the right to deposit such check for the Initial Deposit without such action being deemed acceptance of this Agreement. If any such check is not paid by the bank after acceptance of this Agreement, Seller shall have the option to cancel this Agreement and declare Buyer in default. If Buyer provides any check for a Deposit in the form of Canadian currency (a "CS check"), Seller's depository bank will convert such CS check into a U.S. dollar amount using its currency procedures and exchange rate then in effect two (2) business days following the date of processing (the "Conversion Date") and the amount of the Deposit to be applied toward the Total Purchase Price shall be equal to the amount received by Seller from the depository bank on the Conversion Date. Seller reserves the right to charge or pass through any currency conversion-related fees or costs to the Buyer at Closing (as hereafter defined). Notwithstanding the foregoing or anything contained in the Agreement to the contrary, the balance of the Total Purchase Price plus all applicable Closing Costs (the "Closing Proceeds") shall be paid to Seller at Closing by wire transfer in immediately available funds or by cashier's check (subject to collection) issued by a bank with a branch in the County where the Property is located. If Buyer delivers all or any portion of the Closing Proceeds in the form of a cashier's check exceeding $25,000.00, then Buyer will not be entitled to possession of the Home until the Closing Proceeds have cleared.

6. Credit Information Authorization. Buyer authorizes Lender to whom Buyer has applied or is in the process of applying for a mortgage loan in connection with this transaction to disclose to Seller the information contained in any loan application, verification of deposit, income and employment, and credit reports or credit related documentation on Buyer. Buyer authorizes Seller to order one or more credit reports from a consumer reporting agency to be used in connection with this transaction. The cost of said report(s) is

(ies) to be paid by Buyer. Buyer authorizes Seller to forward all copies of all or any portion of such report(s) without interpretation to Lender who (at the request of Buyer) will evaluate a potential extension of credit to Buyer in connection with this transaction. Buyer authorizes Lender, and any credit bureau or other person or entity utilized or engaged by Lender, to obtain one or more consumer reports regarding Buyer and to investigate any information, reference, statement, or data, provided to Lender by Buyer or by any other person or entity, pertaining to Buyer's credit and financial status. Buyer shall indemnify, defend and hold harmless Seller, its officers, directors, shareholders, employees, agents, contractors, subcontractors and suppliers ("Indemnified Parties"), Lender, and any credit bureau or other person or entity utilized or engaged by Lender or Seller, from and against any deficiencies, losses, liabilities, claims, damages, expenses, obligations, penalties, actions, judgments, awards, suits, costs or disbursements of any kind or nature whatsoever, including attorneys' fees and expenses ("Claims") arising from an investigation of Buyer's credit and financial status.

7. Closing. Without limiting the terms of Section 8, Buyer acknowledges and agrees that Seller has the right in its sole discretion to schedule the date, time and place for the closing of the transaction contemplated by this Agreement ("Closing") and Buyer shall close on such Closing Date (the "Closing Date"). Buyer will be given notice of the Closing Date, time and place by the "Closing Date Notice Period" (as such term is defined in Rider B attached hereto). Seller is authorized to postpone or advance the date of Closing at its discretion. Seller must, however, give Buyer reasonable notice of the new Closing Date. Any notice of Closing may be given verbally, by telephone, telegraph, telex, facsimile, mail, e-mail, or other means of communication at Seller's option. All notices of Closing will be given to Buyer at the address or by use of the telephone number(s) or e-mail address(es) specified on page 1 of this Agreement unless Seller has received written notice from Buyer of any change therein prior to the date notice of Closing is given. Buyer's failure to receive the notice of Closing because Buyer has failed to advise Seller of any changes of address or phone number, or because Buyer has failed to pick up a letter when Buyer has been advised of an attempted delivery or for any other reason, shall not relieve Buyer of Buyer's obligation to close on the scheduled Closing Date, unless Seller otherwise agrees in writing to postpone the Closing Date. To the extent not prohibited by applicable law, if Seller, in its sole discretion, agrees in writing to reschedule the Closing Date at Buyer's request, or because Buyer (if a corporation) has failed to produce all corporate documents requested by Seller, or for any other reason (except for delay required by Seller), then (1) Seller may impose a late charge as liquidated damages for such delay equal to One Hundred Twenty-Five Dollars ($125.00) per day for every day from the original Closing Date through the date that the transaction closes, and (2) Seller may require that prorations be made as of the original Closing Date. Buyer agrees the late charge is appropriate in order to cover Seller's administrative and other expenses resulting from a delay in Closing and that the amount of liquidated damages is fixed and agreed to by the parties as a reasonable estimate of the damages that Seller shall suffer and is not in the nature of a penalty. Seller is not required to agree to reschedule Closing, but Seller may reschedule Closing in Seller's sole discretion.

8. Completion Date. It is expressly agreed by Buyer that notwithstanding anything to the contrary specified herein or verbally represented (including but not limited to Seller's sales representative), any scheduled completion date is a good faith estimate, and Seller makes no promises or representations concerning the date of completion. Buyer agrees that Buyer has not relied, and will not rely upon, any estimated completion date for any purpose whatsoever, including, without limitation, relocation of residence, storage of personal property, or lock-in financing, and Buyer agrees that Seller shall not be liable for any additional costs, expenses or damages whatsoever should the Home not be completed by an estimated completion date. Notwithstanding the foregoing, Seller is required to complete and does agree that the construction of the Home shall be completed not later than two (2) years from the date of Buyer's execution of this Agreement. If construction is delayed by any event recognized by the law of the state in which the Home is located as a defense to a contract action for non-performance or a delay in performance, then the date of completion shall be extended by the delay period. It is the express intent of the parties that the parties' rights and obligations under this Agreement be construed in the manner necessary to exempt this Agreement and the sale of the Property from registration under the Interstate Land Sales Full Disclosure Act, and both Buyer and Seller hereby expressly waive any right or provision of this Agreement that would otherwise preclude such exemption.

9. Casualty Before Closing. If the Property is damaged by fire, act of terrorism or other casualty before Closing and the cost of restoration does not exceed three percent (3%) of the Total Purchase Price and repairs will not substantially delay Closing, Seller shall repair the damage and Closing shall proceed pursuant to the terms of this Agreement. If the cost of restoration exceeds three percent (3%) of the Total Purchase Price or the repairs would substantially delay Closing, Buyer shall have the option to: (1) terminate this Agreement and receive a refund of the Deposit made by Buyer to Seller, in which event both parties shall be released from all obligations under this Agreement; or (2) have Seller repair the damage as soon as reasonably possible, and Closing shall be extended until such repair or rebuilding is complete.
Notwithstanding the foregoing, if all or a portion of the Property is damaged by fire, act of terrorism or other casualty and (1) the plans, specifications or construction materials for the Property must be materially modified in order to repair or reconstruct the Property, or (2) the repair or reconstruction of the Property substantially in accordance with the plans and specifications is rendered impossible by any cause recognized by the law of the state in which the Property is located as a defense to a contract action for non-performance, then Seller shall have the right to terminate this Agreement and Buyer shall receive a refund of the Deposit made by Buyer to Seller in which event both parties shall be released from all obligations under this Agreement.

10. Deed. Seller shall convey title to Buyer at Closing by delivery to Buyer of a General Limited Warranty Deed (the "Deed") describing the Property, which Deed shall convey title to Buyer subject to all matters described in this Agreement.

11. Closing and Title Matters. Title to the Property to be delivered to Buyer at Closing will be marketable and insurable, subject only to the following matters:

11.1 Title to the Property shall be subject to the following: (1) zoning, building codes, bulkhead laws, ordinances, regulations, rights or interests vested in the United States of America or the state in which the Community is located; (2) real estate taxes and other taxes for the year of conveyance and subsequent years including taxes or assessments of any special taxing or community development district (including assessments relating to capital improvements and bonds); (3) the general printed exceptions contained in an owner's title insurance policy; (4) utility easements, sewer agreements, telephone agreements, cable agreements, telecommunications agreements, monitoring agreements, restrictions and reservations common to any plat affecting title to the Property; (5) matters that would be disclosed by an accurate survey or inspection of the Property; (6) the Documents; (7) any laws and restrictions, covenants, conditions, limitations, reservations, agreements or easements recorded in the public records for the County (for example, use limitations and obligations, easements (right-of-way) and agreements relating to telephone, gas or electric lines, water and sewer lines and drainage, provided they do not prevent use of the Property for single family residential purposes); (8) minor encroachments on easements that do not

substantially interfere with an easement holder's interest in the Property, and (9) acts done or suffered by Buyer and any mortgage or deed of trust obtained by Buyer for the purchase of the Property. It is Buyer's responsibility to review and become familiar with each of the foregoing title matters, some of which are covenants running with the land. If any title defects are discovered by Buyer after Closing, Buyer's sole remedy shall be to make a claim to Buyer's title insurer.

11.2 Seller shall convey title to Buyer at Closing by delivery to Buyer of the Deed, which shall convey title to Buyer subject to all matters described in Section 11.1 of this Agreement. Any such matters omitted from the Deed shall nevertheless be deemed to be included in the Deed.

11.3 Seller shall provide an affidavit complying with the Foreign Investment in Real Property Tax Act of 1980, as amended, upon written request of Buyer.

11.4 Seller may not own title to the Property as of the date of this Agreement or at Closing. However, Seller shall obtain title to the Property on or before the Closing Date or effect the necessary transfer of title on or before the date when Seller causes title to be transferred to Buyer.

11.5 If Seller cannot provide marketable and insurable title as described above, such failure shall not be an event of default and Seller will have a reasonable period of time (at least one hundred and twenty (120) days from the date of the scheduled Closing Date) to attempt to correct any defects in title; provided, however, Seller shall not be obligated to incur any expense, nor institute any litigation, to clear title to the Property. If Seller cannot or elects not to correct the title defects, Seller shall so notify Buyer within such period, and Buyer may thereafter elect (by written notice from Buyer to Seller) one of the following two (2) options: (1) to accept title in the condition offered (with defects) and pay the balance of the Total Purchase Price for the Property (without set off or deduction therefor), thereby waiving any claim with respect to such title defects and Buyer will not make any claims against Seller because of the title defects; or (2) to terminate this Agreement and receive a full refund of the Deposit deposited hereunder. If all such amounts are refunded, Buyer agrees to accept it as full payment of Seller's liability hereunder, whereupon this Agreement shall be terminated and Seller shall thereafter be relieved and released of all further liability hereunder. Buyer shall not thereafter have any rights to make any additional claims against Seller. In the event Buyer does not notify Seller in writing within five (5) calendar days from the receipt of Seller's notice (time being strictly of the essence) as to which option Buyer elects, Buyer shall be conclusively presumed to have elected option (1) set forth above in this subsection.

11.6 The acceptance of the Deed by Buyer shall be deemed to be full performance and discharge of every agreement and obligation on the part of Seller to be performed pursuant to this Agreement, except those which are herein specifically deemed to survive Closing or which may survive by operation of law, if any.

11.7 Title to the Property will be deemed marketable if an owner's policy is issued with standard exceptions.

11.8 All of the terms of this Section 11 shall survive Closing and the delivery of the Deed.

12. Closing Costs. The respective responsibilities of Buyer and Seller for all costs, prorations and fees payable at Closing (the "Closing Costs") are shown in Rider D attached hereto.

13. Site and Substitutions. The materials, equipment and fixtures included in and to be used in constructing the Home will be substantially the same as or similar in quality to those described in the applicable plans and specifications (except as to extras, options and/or upgrades).

13.1 Changes to Plans and Specifications.

13.1.1 Industry Practice. It is widely observed construction industry practice for pre-construction plans and specifications for any home or building to be changed and adjusted from time to time in order to accommodate on-going site conditions and in the field construction factors. These changes and adjustments are essential in order to permit all components of the Home to be integrated into a well-functioning and aesthetically pleasing product in an expeditious manner. Based on the foregoing, Buyer acknowledges that such changes and adjustments may occur and agrees that it is reasonable and to Buyer's benefit to allow Seller the flexibility to make such changes and adjustments to the Home.

13.1.2 Seller's Absolute Right to Make Modifications to Plans and Specifications. Seller has the absolute right to make modifications to the plans and specifications for the Home. Without limiting the generality of the foregoing, Buyer specifically agrees that changes in the dimensions of rooms and patios, entrances and terraces, if applicable, and changes in room size, in the locations of windows, doors, walls, partitions, utility feed-ins and outlets (including, but not limited to, electrical, cable television, and telephone), air-conditioning components, lighting fixtures and electrical panel boxes may be made by Seller in its sole discretion, provided however that changes in the layout and dimensions of the Home shall not substantially affect the value of the Home. Such changes may also include, but are not limited to, changes in the building location, setbacks and facing, the building's external configuration, its structural components, its finishes and the landscaping associated therewith.

13.1.3 Buyer's Acceptance of Actual Floor Plan. Buyer further understands and acknowledges that many of the Homes to be constructed within the Community require floor plans which are opposite (i.e. flipped) mirror images of the model floor plan and Buyer fully understands and accepts the floor plan configuration for the Home and improvements to be constructed within the Home.

13.1.4 No Warranty for Plans and Specifications on File. Buyer further acknowledges and agrees that (1) the plans and specifications of the Home and the Community on file with the applicable governmental authorities may not be identical in detail to Seller's plans and specifications, and (2) because of the day-to-day nature of the changes described in this Section 13, the plans and specifications on file with the applicable governmental authorities may not include some or any of these changes (there being no legal requirement to file all changes with such authorities). As a result of the foregoing, Buyer and Seller both acknowledge and agree that the Home and the Community may

not be constructed in accordance with the plans and specifications on file with the applicable governmental authorities. Without limiting the generality of the provisions of Rider B attached hereto, Seller disclaims and Buyer waives any and all express or implied warranties that construction will be accomplished in compliance with such plans and specifications. Seller has not given and Buyer has not relied on or bargained for any such warranties. In furtherance of the foregoing, in the event of any conflict between the actual construction of the Home and/or the Community, and that which is set forth on the plans and specifications, Buyer agrees that the actual construction shall prevail and to accept the Home and Community as actually constructed (in lieu of what is set forth on the plans and specifications).

13.2 Lot Change. In the event that Seller, in its sole discretion, determines that the Model of the Home selected under this Agreement cannot reasonably be built on the Homesite, then Buyer and Seller hereby agree that they will negotiate in good faith to relocate the Home to another lot in the Community, provided however that there are lots available for sale. If no replacement lot is available, then Buyer may terminate this Agreement and will be entitled to a refund of any paid Deposit.

13.3 Decorative and Landscaping Items.

13.3.1 Buyer understands and agrees that certain of the finishing items, such as tile, marble, carpet, cabinets, stone, brickwork, wood, paint, stain and mica are subject to size and color variations, grain and quality variations, and may vary in accordance with price, availability and changes by manufacturers from those shown in the model, if any, or in illustrations or brochures or those included in the specifications. Furthermore, if circumstances arise that, in Seller's opinion, warrant changes of subcontractors, suppliers, manufacturers, brand names or items, Seller reserves the right to substitute equipment, materials, appliances, etc., which in Seller's opinion are considered to be of quality substantially similar or equal, or of better quality, subject to their availability. Buyer also understands that Seller has the right to substitute or change materials and/or stain colors utilized in wood decor, if any.

13.3.2 Lot grades, lot area, options, facades, shrubs, trees, trim, built-ins, wall treatments, window treatments, furniture, furnishings, fences, decks, locations of walks, driveways and other items in or about a model home area in the subdivision are for display purposes only and are not included in the Total Purchase Price unless otherwise expressly provided herein. Seller has the right to remove any existing trees on the Property or on the surrounding area for any reason. Buyer further understands and agrees that the following items (which may be seen in models or shown in illustrations) will also not be included with the sale of the Home: wall coverings, paint colors, accent light fixtures, wall ornaments, drapes, blinds, bedspreads, furniture, furnishings, wet bars, monitoring systems, certain built-in fixtures, special floor coverings, wood trim, upgraded items and/or any other items of this nature which may be added or deleted from time to time. This list of items (which is not all-inclusive) is provided as an illustration of the type of items built-in or placed upon models or shown in illustrations strictly for purposes of decoration and example only.

13.4 Deed. By acceptance of the Deed, Buyer accepts all variations of the Home.

13.5 Survival. All of the terms of this Section 13 shall survive Closing and the delivery of the Deed.

14. Buyer's Default. In the event of Buyer's default and to the extent allowed by law, Seller shall be entitled to keep, as liquidated damages and not as a penalty, Buyer's Deposit not to exceed fifteen percent (15%) of the Total Purchase Price, except that Seller may, in addition, keep, as liquidated damages and not as a penalty, any and all Advanced Payments made by Buyer to Seller for options, extras or upgrades for which Seller has made contractual commitments or incurred liability by placing orders or otherwise. Buyer agrees that actual damages in the event of breach by Buyer would be costly and difficult to calculate, and that such liquidated damages are a fair and reasonable remedy and shall not be considered a penalty. The provisions of this Section shall survive the termination of this Agreement.

15. Seller's Default. In the event of Seller's default and to the extent allowed by law, Buyer may recover actual damages but shall not be entitled to special, consequential or punitive damages. Notwithstanding the foregoing, Buyer retains all remedies at law and in equity with respect to Seller's obligation to complete the Home within two (2) years pursuant to Section 8 above. Notwithstanding anything to the contrary in this Agreement, Buyer releases and holds harmless Seller's past and present officers and employees from all claims, liabilities, and causes of action of any nature. Buyer now has or may have arising from any act or omission of Seller's officers or employees related to Lennar's performance of its obligations under this Agreement and Lennar's construction of a Home on the Homesite. The provisions of this Section shall survive the termination of this Agreement.

16. Mediation / Arbitration of Disputes.

16.1 The parties to this Agreement specifically agree that this transaction involves interstate commerce and that any Dispute (as hereinafter defined) shall first be submitted to mediation and, if not settled during mediation, shall thereafter be submitted to binding arbitration as provided by the Federal Arbitration Act (9 U.S.C. §§1 et seq.) and not by or in a court of law or equity. "Disputes" (whether contract, warranty, tort, statutory or otherwise), shall include, but are not limited to, any and all controversies, disputes or claims (1) arising under, or related to, this Agreement, the Property, the Community or any dealings between Buyer and Seller; (2) arising by virtue of any representations, promises or warranties alleged to have been made by Seller or Seller's representative; and (3) relating to personal injury or property damage alleged to have been sustained by Buyer, Buyer's children or other occupants of the Property, or in the Community. Buyer has executed this Agreement on behalf of his or her children and other occupants of the Property with the intent that all such parties be bound hereby. Any Dispute shall be submitted for binding arbitration within a reasonable time after such Dispute has arisen. Nothing herein shall extend the time period by which a claim or cause of action may be asserted under the applicable statute of limitations or statute of repose, and in no event shall the Dispute be submitted for arbitration after the date when institution of a legal or equitable proceeding based on the underlying claims in such Dispute would be barred by the applicable statute of limitations or statute of repose.

16.2 Any and all mediations commenced by any of the parties to this Agreement shall be filed with and administered by the

American Arbitration Association or any successor therein ("AAA") in accordance with the AAA's Home Construction Mediation Procedures in effect on the date of the request. If there are no Home Construction Mediation Procedures currently in effect, then the AAA's Construction Industry Mediation Rules in effect on the date of such request shall be utilized. Any party who will be relying upon an expert report or repair estimate at the mediation shall provide the mediator and the other parties with a copy of the reports. If one or more issues directly or indirectly relate to alleged deficiencies in design, materials or construction, all parties and their experts shall be allowed to inspect, document (by photograph, videotape or otherwise) and test the alleged deficiencies prior to mediation. Unless mutually waived in writing by the parties, submission to mediation is a condition precedent to either party taking further action with regard to any matter covered hereunder.

16.3 If the Dispute is not fully resolved by mediation, the Dispute shall be submitted to binding arbitration and administered by the AAA in accordance with the AAA's Home Construction Arbitration Rules in effect on the date of the request. If there are no Home Construction Arbitration Rules currently in effect, then the AAA's Construction Industry Arbitration Rules in effect on the date of such request shall be utilized. Any judgment upon the award rendered by the arbitrator may be entered in and enforced by any court having jurisdiction over such Dispute. If the claimed amount exceeds $250,000.00 or includes a demand for punitive damages, the Dispute shall be heard and determined by three arbitrators; however, if mutually agreed to by the parties, then the Dispute shall be heard and determined by one arbitrator. Arbitrators shall have expertise in the area(s) of Dispute, which may include legal expertise if legal issues are involved. All decisions respecting the arbitrability of any Dispute shall be decided by the arbitrator(s). At the request of any party, the award of the arbitrator(s) shall be accompanied by detailed written findings of fact and conclusions of law. Except as may be required by law or for confirmation of an award, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.

16.4 The waiver or invalidity of any portion of this Section shall not affect the validity or enforceability of the remaining portions of this Section. Buyer and Seller further agree (1) that any Dispute involving Seller's affiliates, directors, officers, employees and agents shall also be subject to mediation and arbitration as set forth herein, and shall not be pursued in a court of law or equity; (2) that Seller may, at its sole election, include Seller's contractors, subcontractors and suppliers, as well as any warranty company and insurer as parties in the mediation and arbitration; and (3) that the mediation and arbitration will be limited to the parties specified herein.

16.5 To the fullest extent permitted by applicable law, Buyer and Seller agree that no finding or stipulation of fact, no conclusion of law, and no arbitration award in any other arbitration, judicial, or similar proceeding shall be given preclusive or collateral estoppel effect in any arbitration hereunder unless there is mutuality of parties. In addition, Buyer and Seller further agree that no finding or stipulation of fact, no conclusion of law, and no arbitration award in any arbitration hereunder shall be given preclusive or collateral estoppel effect in any other arbitration, judicial, or similar proceeding unless there is mutuality of parties.

16.6 Unless otherwise recoverable by law or statute, each party shall bear its own costs and expenses, including attorneys' fees and paraprofessional fees, for any mediation and arbitration. Notwithstanding the foregoing, if a party unsuccessfully contests the validity or scope of arbitration in a court of law or equity, the noncontesting party shall be awarded reasonable attorneys' fees, paraprofessional fees and expenses incurred in defending such contest, including such fees and costs associated with any appellate proceedings. In addition, if a party fails to abide by the terms of a mediation settlement or arbitration award, the other party shall be awarded reasonable attorneys' fees, paraprofessional fees and expenses incurred in enforcing such settlement or award.

16.7 Buyer may obtain additional information concerning the rules of the AAA by visiting its website at www.adr.org or by writing the AAA at 335 Madison Avenue, New York, New York 10017.

16.8 Seller supports the principles set forth in the Consumer Due Process Protocol developed by the National Consumer Dispute Advisory Committee and agrees to the following:

16.8.1 Notwithstanding the requirements of arbitration stated in Section 16.3 of this Agreement, Buyer shall have the option, after pursuing mediation as provided herein, to seek relief in a small claims court for disputes or claims within the scope of the court's jurisdiction in lieu of proceeding to arbitration. This option does not apply to any appeal from a decision by a small claims court.

16.8.2 Seller agrees to pay for one (1) day of mediation (mediator fees plus any administrative fees relating to the mediation). Any mediator and associated administrative fees incurred thereafter shall be shared equally by the parties.

16.8.3 The fees for any claim pursued via arbitration in an amount of $10,000.00 or less shall be apportioned as provided in the Home Construction Arbitration Rules of the AAA or other applicable rules.

16.9 Notwithstanding the foregoing, if either Seller or Buyer seeks injunctive relief, and not monetary damages, from a court because irreparable damage or harm would otherwise be suffered by either party before mediation or arbitration could be conducted, such actions shall not be interpreted to indicate that either party has waived the right to mediate or arbitrate. The right to mediate and arbitrate should also not be considered waived by the filing of a counterclaim by either party once a claim for injunctive relief had been filed with a court.

16.10 Buyer and Seller specifically agree that notwithstanding anything to the contrary, the rights and obligations set forth in this Section 16 shall survive (1) Closing and the delivery of the Deed; (2) the termination of this Agreement by either party; or (3) the default of this Agreement by either party.

17. Other Dispute Resolutions. Notwithstanding the parties' obligation to submit any Dispute to mediation and arbitration, in the event that a particular dispute is not subject to the mediation or the arbitration provisions of Section 16, then the parties agree to the following provisions: BUYER ACKNOWLEDGES THAT JUSTICE WILL BEST BE SERVED IF ISSUES REGARDING THIS AGREEMENT ARE HEARD BY A JUDGE IN A COURT PROCEEDING, AND NOT A JURY. BUYER AND

SELLER AGREE THAT ANY DISPUTE, CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION SHALL BE HEARD BY A JUDGE IN A COURT PROCEEDING AND NOT A JURY. BUYER AND SELLER HEREBY WAIVE THEIR RESPECTIVE RIGHT TO A JURY TRIAL. SELLER HEREBY SUGGESTS THAT BUYER CONTACT AN ATTORNEY OF BUYER'S CHOICE IF BUYER DOES NOT UNDERSTAND THE LEGAL CONSEQUENCES OF EXECUTING THIS AGREEMENT. All of the terms of this Section 17 shall survive Closing and the delivery of the Deed.

18. Selling Agent, Cooperating Broker, and Seller's New Home Consultant. Unless a Purchase Price and Payment Addendum indicating otherwise is attached hereto, Buyer represents to Seller that Buyer has not consulted, dealt or negotiated with a real estate broker, salesperson or agent other than Seller's sales personnel located at Seller's sales office. Buyer agrees that Seller is not responsible for the payment of a commission to a real estate broker, salesperson or agent other than Seller's sales personnel. Buyer shall indemnify, defend and hold harmless Indemnified Parties from and against any and all Claims resulting from or arising out of any representation or breach of a representation or warranty set forth in this Section. In addition, Buyer acknowledges and understands that Seller's New Home Consultant ("NHC") and Internet New Home Consultant ("INHC") are agents of Seller, are acting solely for the Seller's interests, and are not acting in any representative capacity for Buyer. Buyer should not disclose any information to Seller's NHC and/or INHC that Buyer considers to be confidential or otherwise does not want disclosed to Seller.

Buyer's Initials AAP

19. Construction Activities. ALL OWNERS, OCCUPANTS AND USERS OF THE COMMUNITY ARE HEREBY PLACED ON NOTICE THAT (1) SELLER AND/OR ITS AGENTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES AND OTHER DESIGNEES, AND/OR (2) ANY OTHER PARTIES, WILL BE, FROM TIME TO TIME, CONDUCTING BLASTING, EXCAVATION, CONSTRUCTION AND OTHER ACTIVITIES WITHIN OR IN PROXIMITY TO THE COMMUNITY. BY THE ACCEPTANCE OF THEIR DEED OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, AND BY USING ANY PORTION OF THE COMMUNITY, EACH SUCH OWNER, OCCUPANT AND USER AUTOMATICALLY ACKNOWLEDGES, STIPULATES AND AGREES (1) THAT NONE OF THE AFORESAID ACTIVITIES SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES, HEREUNDER OR AT LAW GENERALLY, (2) NOT TO ENTER UPON, OR ALLOW THEIR CHILDREN OR OTHER PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) ANY PROPERTY WITHIN OR IN PROXIMITY TO THE AREA OF THE COMMUNITY WHERE SUCH ACTIVITY IS BEING CONDUCTED (EVEN IF NOT BEING ACTIVELY CONDUCTED AT THE TIME OF ENTRY, SUCH AS AT NIGHT OR OTHERWISE DURING NON-WORKING HOURS), (3) TO THE EXTENT PERMITTED OR NOT PROHIBITED UNDER APPLICABLE LAW, SELLER AND THE OTHER AFORESAID RELATED PARTIES SHALL NOT BE LIABLE FOR ANY AND ALL LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES, EXCEPT RESULTING DIRECTLY FROM SELLER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, (4) ANY PURCHASE OR USE OF ANY PORTION OF THE COMMUNITY HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING AND (5) THIS ACKNOWLEDGMENT AND AGREEMENT IS A MATERIAL INDUCEMENT TO SELL, CONVEY, AND/OR ALLOW THE USE OF THE PROPERTY.

20. Dangerous Condition; Construction Work.

20.1 Buyer understands and agrees that the Property is a construction site and that the Property and the improvements, equipment and supplies thereon constitute a danger to those who may enter on the Property. Buyer shall not enter onto the Property prior to Closing unless authorized and accompanied by Seller's representative. Any unauthorized, unaccompanied entry by Buyer shall constitute a breach of this Agreement by Buyer, at Seller's election. Moreover, any entry by Buyer onto the Property prior to Closing shall be done at Buyer's own risk and in compliance with all federal, state and local safety laws and regulations. To the extent permitted or not prohibited by applicable law, Buyer waives, releases and shall indemnify, defend and hold harmless Indemnified Parties from and against any Claims made by Buyer, Buyer's family members or guests, as a direct or indirect result of any such unauthorized, unaccompanied entry onto the Property.

20.2 Buyer agrees that supervision and direction of the working forces, including, without limitation, all contractors and subcontractors, is to be done exclusively by Seller, and Buyer agrees not to issue any instructions to the working forces or otherwise hinder construction or installation of improvements on the Property. Buyer shall not do or have any work done on the Property, nor may Buyer store any possessions thereon, prior to Closing and transfer of title to the Property to Buyer.

20.3 Buyer agrees that any and all controversies, disputes and claims arising under this Section shall be resolved through binding arbitration in accordance with the terms of this Agreement.

20.4 All of the terms of this Section 20 shall survive Closing and the delivery of the Deed.

21. OFAC. Executive Order 13224 requires all United States entities and persons to block assets and not transact business with entities, countries and persons (specifically designated nationals) set forth by the Office of Foreign Asset Control ("OFAC"). This requirement applies to all homebuilding entities in The Lennar Family of Builders (including but not limited to Seller), Universal American Mortgage Company, LLC and all of its affiliates, and North American Title Company and all of its affiliates (collectively, the "Lennar Affiliates"). Accordingly, each of Seller and the Lennar Affiliates will check current OFAC lists and other publications in connection with each potential transaction, loan, or home sale. In order to check the OFAC list, Buyer must provide to Seller a Government-issued identification card (this might include a driver's license, birth certificate, passport or resident alien card). To the extent Buyer (or any single person or entity constituting a part of Buyer) matches a name or entity on any such OFAC list or publication, the transactions with Buyer contemplated under or in connection with this Agreement will be immediately suspended, and Buyer shall be reported as instructed by the OFAC.

22. Agreement not to be Recorded. Buyer covenants that Buyer shall not record this Agreement (or any memorandum thereof) in the Public Records of the County. Buyer agrees, if Buyer records this Agreement, to pay all of Seller's attorneys' fees, paraprofessional fees and expenses incurred in removing the cloud on title caused by such recordation. Seller's rights under this

Section shall be in addition to Seller's remedies for Buyer's default provided elsewhere in this Agreement.

23. Transfer, Assignment and Persons Bound. Buyer agrees that Buyer will not, and does not have the right to, assign, sell or transfer Buyer's interest in this Agreement (whether voluntarily or by operation of law or otherwise) without Seller's prior written consent. If Buyer is a corporation, other business entity, trustee or nominee, a transfer of any material equity or beneficial or principal interest shall constitute an assignment of this Agreement. If Buyer attempts to assign this Agreement in violation of this Section, Seller can declare Buyer in default and Seller shall be entitled to all remedies available under this Agreement. Buyer agrees that Seller may withhold its consent with or without any reason or condition in any manner it chooses (if it gives it at all) and may charge Buyer a reasonable amount to cover administrative costs incurred in considering whether or not to grant consent. If Buyer dies or in any way loses legal control of his/her affairs, this Agreement will bind his/her heirs and legal representatives. If Buyer has received Seller's permission to assign or transfer this Agreement, then Buyer's approved assignees shall be bound by the terms of this Agreement. If more than one person signs this Agreement as Buyer, each such person shall be jointly and severally liable for full performance of all of Buyer's duties and obligations hereunder.

24. TIME OF THE ESSENCE. BUYER ACKNOWLEDGES THAT TIME IS OF THE ESSENCE IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED UNDER THIS AGREEMENT.

25. Interpretation and Computation of Time. The use of the masculine gender in this Agreement shall be deemed to refer to the feminine or neuter gender, and the singular shall include the plural, and vice versa, whenever the context so requires. This Agreement reflects the negotiated agreement of the parties. Each party acknowledges that they have been afforded the opportunity to seek competent legal counsel, and each have made an informed choice as to whether or not to be represented by legal counsel. Accordingly, this Agreement shall be construed as if both parties jointly prepared it, and no presumption against one party or the other shall govern the interpretation or construction of any of the provisions of this Agreement. Any reference in this Agreement to the time periods of less than five (5) days shall, in the computation thereof, exclude Saturdays, Sundays and legal holidays. Any reference in this Agreement to time periods of five (5) days or more shall, in computation thereof, include Saturdays, Sundays and legal holidays. If the last day of any such period is a Saturday, Sunday or legal holiday, the period shall be extended to 5:00 p.m. on the next full business day. The section headings in this Agreement are for convenience only and shall not affect the meaning, interpretation or scope of the provisions which follow them.

26. Notice. Except as provided in the Closing Section of this Agreement with respect to notices of the scheduled Closing Date, any notice required or permitted to be given in connection with this Agreement shall be in writing and sent by United States certified mail with return receipt requested, professional overnight courier or electronic transmission (with confirmation and copy by (1) certified mail, if Buyer's address is within the United States or (2) overnight professional courier, if to a Buyer whose address is outside of the United States) to Buyer or Seller at the addresses on Page 1 of this Agreement (unless Seller has received written notice from Buyer of any change therein prior to the date such notice is given), and additionally to Seller by hand delivery at Seller's sales office. All notices shall only be effective upon receipt or refusal to accept receipt (by failure to accept delivery or otherwise).

27. Waiver. Seller's waiver of any of its rights or remedies shall not operate to waive any other of Seller's rights or remedies or to prevent Seller from enforcing the waived right or remedy in another instance.

28. Incorporation and Severability. The explanations and disclaimers set forth in the Documents are incorporated into this Agreement. In the event that any clause or provision of this Agreement shall be void or unenforceable, such clause or provision shall be deemed deleted so that the balance of this Agreement is enforceable.

29. Governing Law. Any disputes that develop under this Agreement or questions regarding the interpretation of this Agreement will be settled according to the law of the state where the Property is located to the extent federal law is not applicable.

30. Entire Agreement. BUYER CERTIFIES THAT BUYER HAS READ EVERY PROVISION OF THIS AGREEMENT, WHICH INCLUDES EACH RIDER AND ADDENDUM ATTACHED HERETO AND THAT THIS AGREEMENT, TOGETHER WITH EACH SUCH RIDER AND ADDENDUM, CONSTITUTES THE ENTIRE AGREEMENT BETWEEN BUYER AND SELLER. PRIOR AGREEMENTS, REPRESENTATIONS, UNDERSTANDINGS, AND ORAL STATEMENTS NOT REFLECTED IN THIS AGREEMENT HAVE NO EFFECT AND ARE NOT BINDING ON SELLER. BUYER ACKNOWLEDGES THAT BUYER HAS NOT RELIED ON ANY REPRESENTATIONS, NEWSPAPERS, RADIO OR TELEVISION ADVERTISEMENTS, WARRANTIES, STATEMENTS, OR ESTIMATES OF ANY NATURE WHATSOEVER, WHETHER WRITTEN OR ORAL, MADE BY SELLER, SALES PERSONS, AGENTS, OFFICERS, EMPLOYEES, CO-OPERATING BROKERS (IF ANY) OR OTHERWISE EXCEPT AS HEREIN SPECIFICALLY REPRESENTED. BUYER HAS BASED HIS/HER/THEIR DECISION TO PURCHASE THE PROPERTY ON PERSONAL INVESTIGATION, OBSERVATION AND THE DOCUMENTS.

31. Modification. This Agreement is the entire agreement for the sale and purchase of the Property and once it is signed by both Buyer and a Division Agent or Officer of Seller, it can only be amended by a written agreement signed by both Buyer and Seller.

32. Additional Changes. Notwithstanding Section 32 of this Agreement, Buyer agrees that it may be necessary (at any time and from time to time) after Buyer executes this Agreement for Seller, and/or the developer or declarant under the Documents, to change the terms and provisions of this Agreement and/or the Documents to comply with and conform to the rules and regulations (as same may exist and as same may be promulgated from time to time) of any governmental agency, subdivision or authority or court of competent jurisdiction and Buyer consents to all such changes. Notwithstanding Section 32 of this Agreement, Seller, and/or the developer or declarant under the Documents, shall have the right to amend all Documents for development or other purposes, and Buyer consents to all such amendments.

33. Inducement. Buyer acknowledges that the sole inducement to close on the purchase of the Property is the Property itself and not (1) the common facilities comprising part of the Community, if any, or (2) any expectation that the Property will increase in value.

34. Reservation of Easement. For the purpose of completing the construction and servicing of the Property and Community, Seller hereby reserves an easement of ingress and egress for itself and its successors and assigns, and each of their respective agents, employees, materialmen and subcontractors, over, under and upon the Property for a period of one (1) year after Closing. Seller shall

provide reasonable notice to Buyer before exercising easement rights granted herein. All of the terms of this Section 35 shall survive Closing and the delivery of the Deed.

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK]

35. Riders and Addenda. This Agreement consists of nine (9) pages and the following Riders and Addenda, which are attached hereto and by this reference made a part of this Agreement:

Check all that apply:

- [x] Rider B
- [x] Rider A
- [x] Affiliated Business Arrangements Disclosure Statement
- [x] Master Disclosure and Information Addendum
- [x] Cooperating Broker Agreement
- [x] Election Form Addendum
- [x] FHA/VA Addendum
- [ ]
- [ ] Home Sale Contingency Addendum
- [x] Purchase Price and Payment Addendum
- [x] Cooperating Broker Addendum
- [x] Indoor Environmental Quality Disclosure Addendum
- [x] Insulation Addendum
- [ ]
- [ ]

36. Survival.

36.1 Buyer and Seller agree that it is their express intent that the Sections and documents listed below, together with any other terms in this Agreement that expressly so state, as well as any terms that may survive by operation of law, notwithstanding if the Section, document or term has a survival provision thereto, shall not be merged into the Deed and that these Sections and documents shall survive Closing and the delivery of the Deed: Section 11, Closing and Title Matters; Section 13, Site and Substitutions; Section 16, Mediation / Arbitration of Disputes; Section 17, Other Dispute Resolutions; Section 18, Selling Agent and Cooperating Broker; Section 19, Construction Activities; Section 20, Dangerous Conditions; Construction Work; Section 35, Reservation of Easement; Section 5 of Rider B, Warranties; Section 2 of the Indoor Environmental Quality Disclosure; Cooperating Broker Addendum, in its entirety; and, Master Disclosure and Information Addendum to Purchase and Sale Agreement, in its entirety.

36.2 Buyer and Seller agree that it is their express intent that the Sections and documents listed below, together with any other terms in this Agreement that expressly so state, as well as any terms that may survive by operation of law, notwithstanding if the Section, document or term has a survival provision thereto, shall survive termination of this Agreement: Section 14, Buyer's Default; Section 15, Seller's Default; Section 16, Mediation / Arbitration of Disputes; Section 17, Other Dispute Resolutions; Section 23, Transfer, Assignment and Persons Bound; and Section 6 of Rider B, Documents.

37. Offer to Purchase/Effective Date. This Agreement, when executed by Buyer and delivered to Seller, together with the Initial Deposit specified hereunder, shall constitute an offer by Buyer to purchase the Property in accordance with the terms and conditions provided herein, and shall not be binding upon Seller until such time as a Division Agent or Officer of Seller has executed this Agreement. The date of such acceptance is the "Effective Date" of this Agreement. In the event Buyer's offer is not accepted by Seller, all paid Deposits made by Buyer to Seller to date shall be returned to Buyer, and Buyer's offer shall be deemed withdrawn.

38. Counterparts and Signatures. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall comprise but a single instrument. Signatures may be given via electronic transmission and shall be deemed given as of the date and time of the transmission of this Agreement to the other party.

THE INITIAL DEPOSIT HAS BEEN RECEIVED BY SELLER SUBJECT TO CLEARANCE.

SELLER: Lennar Carolinas, LLC

DocuSigned by:
Randy Floyd

New Home Consultant - Randy Floyd

Date: 5/8/2013

THIS AGREEMENT IS NOT BINDING ON SELLER UNTIL ACCEPTED BELOW BY AN AUTHORIZED AGENT OF SELLER.

SELLER: Lennar Carolinas, LLC

DocuSigned by:
Jennifer Petras

Authorized Agent of Seller - Jennifer Petras

Date 5/10/2013

DocuSigned by:
Anthony Logan Ray

Buyer - Anthony Logan Ray

Date 5/8/2013

Buyer -

Date

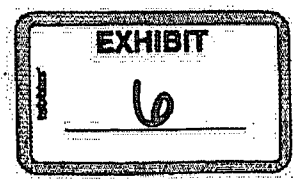
Buyer -

Date

Buyer -

Date

EXHIBIT 6



Lennar Carolinas, LLC
1941 Savage Road, Ste. 100-C
Charleston, South Carolina 29407
843-388-8989

PURCHASE AND SALE AGREEMENT

PURSUANT TO SECTION 15-48-10, SOUTH CAROLINA CODE OF LAWS, 1976, AS AMENDED, THIS SHALL CONSTITUTE WRITTEN NOTICE THAT THIS AGREEMENT IS SUBJECT TO MANDATORY BINDING ARBITRATION PURSUANT TO SECTION 16 OF THIS AGREEMENT.

THIS PURCHASE AND SALE AGREEMENT (together with the Riders and Addenda attached hereto and incorporated by reference herein, this "Agreement") is made and entered into as of the twenty-fifth day of SEPTEMBER, 2011 by and between Lennar Carolinas, LLC ("Seller"), and Buyer(s) named below ("Buyer"):

BUYER(S):	Check Applicable:
1. Danny Morrow 2. ~~Blair Morrow~~ 3. 4. No Buyer Changes Will Be Permitted	Married ☐ Single ☒ Male ☒ Female ☐ Married ☐ Single ☐ Male ☐ Female ☒ Married ☐ Single ☐ Male ☐ Female ☐ Married ☐ Single ☐ Male ☐ Female ☐

Buyer Address: 173 Fox Chase Dr.		
City: Goose Creek	State / Country: SC	Zip: 29445

By providing your telephone and fax numbers and your email address, you hereby consent to receiving telephonic, fax and email communications, including advertisements, made or sent by or on behalf of Seller and/or its affiliates.

Home Telephone:	Facsimile Numer:
Business Telephone:	Email Address: djmorrow@gmail.com
Cellular Telephone: +1 843 3773108	

1. Purchase and Sale. Buyer agrees to buy and Seller agrees to sell to Buyer (on the terms and conditions set forth below) Model Cypress constructed or to be constructed on the following described property:
Lot 0005 of Block _____ of The Abbey at Spring Grove Subdivision/Plat, in Berkeley County (the "County"), South Carolina

Address: 210 Maywood Drive Monks Corner SC 29461

The residence and improvements (the "Home") constructed or to be constructed on the above described property (the "Homesite"), and all appurtenances thereto are collectively referred to in this Agreement as the "Property." The Property is located within the community known as The Abbey at Spring Grove (the "Community").

2. Purchase Price and Payments. The total purchase price ("Total Purchase Price") for the Home, exclusive of any Builder's Fee, as applicable, and Closing Costs as described in Rider B and the Purchase Price and Payment Addendum, is $ 175,072.00. Buyer (and not a third party) has made an earnest money deposit upon the signing of this Agreement (the "Initial Deposit") of $ .00. Buyer shall make further payments to Seller, including but not limited to any "Additional Deposit" or "Advanced Payment" (consisting of non-refundable deposit(s) for options, extras, and upgrades) as set forth in the Purchase Price and Payment Addendum attached hereto and made a part hereof. The term "Deposit" shall include the Initial Deposit, Additional Deposit and Advanced Payment.

3. Legally Binding Agreement. THIS AGREEMENT IS A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, PLEASE SEEK COMPETENT LEGAL ADVICE. NO WARRANTIES OR REPRESENTATIONS, OTHER THAN THOSE SPECIFIED IN THIS AGREEMENT, ARE EXPRESSED OR IMPLIED. ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF SELLER. FOR CORRECT WARRANTIES AND REPRESENTATIONS, REFERENCE SHOULD BE MADE TO THIS AGREEMENT, INCLUDING THE RIDERS AND ADDENDA ATTACHED HERETO, AND THE "DOCUMENTS" (AS SUCH TERM IS DEFINED IN RIDER B) PROVIDED TO BUYER, IF ANY.

4. Financing.

☐ NO CONTINGENCY. If this box is checked, this is a cash transaction and not contingent on financing. Buyer agrees to provide within five (5) calendar days from the Buyer's execution of this Agreement financial statements or other written verification of Buyer's ability to purchase the Property with cash. If Buyer does not (in Seller's sole judgment, based on the documentation provided by Buyer to Seller) have the financial ability to purchase the Property with cash, then Seller may terminate this Agreement by refunding to Buyer any paid Deposit.

☒ MORTGAGE CONTINGENCY. If this box is checked, this Agreement is contingent on Buyer obtaining a loan commitment within the Mortgage Contingency Period (as such term is defined in Rider B attached hereto) for a first mortgage loan from Universal American Mortgage Company, LLC (an affiliate of Seller), or another qualified institutional mortgage lender of Buyer's choice ("Lender"), with interest, term and service charges at current market rates at time of Closing (as defined below) for a borrower of

Buyer's credit qualifications (the "Mortgage Contingency"). Buyer agrees to apply within five (5) calendar days from the execution of this Agreement for a loan at the then prevailing interest rate and terms (the "Mortgage Contingency Period"). In the event Buyer chooses to obtain financing through a Lender other than Universal American Mortgage Company, LLC, Buyer agrees to promptly provide Seller, upon Seller's request, with the name, address and phone number of such Lender, the loan officer and the loan processor. Buyer shall furnish promptly and accurately to Lender all information and documents requested by Lender in connection with such application. If Buyer properly makes and pursues the loan application as provided herein but is unable to provide Seller with a copy of a written loan commitment reasonably satisfactory to Seller within the Mortgage Contingency Period, or if Buyer is at any time disapproved for such loan (and Buyer does not cancel or withdraw his/her loan application), then Seller, at its sole discretion, may cancel this Agreement by written notice to Buyer, at Buyer's last known address, in which event Seller shall refund any paid Deposit made by Buyer. If Buyer properly makes and pursues the loan application as provided herein but is unable to obtain mortgage loan financing, despite Buyer's good faith efforts to do so, and Buyer is not otherwise in default under this Agreement, and further provided that Buyer provides Seller with documentation from Lender that the loan has been declined, Buyer may cancel this Agreement by giving written notice to Seller within the Mortgage Contingency Period, in which event Seller shall refund any paid Deposit. If this Agreement provides for a VA guaranteed or FHA-insured loan, Buyer's obligation to complete the purchase contemplated under this Agreement is subject to the VA/FHA Addendum attached hereto and incorporated herein.

The following shall apply only if this Agreement is subject to the Mortgage Contingency, as indicated above:

4.1 Mortgage Loan. Unless Buyer shall have otherwise notified Seller in writing within the Mortgage Contingency Period, Buyer shall be conclusively presumed to have obtained the loan commitment or agreed to purchase the Property without mortgage financing, and the Mortgage Contingency shall be deemed to have been satisfied.

4.2 Application. Buyer understands that any loan application required under this Agreement must be fully completed in order to obtain the mortgage loan, and Buyer will make a good faith attempt to qualify for the mortgage loan. If Buyer has a spouse who does not constitute a Buyer under this Agreement, Buyer agrees to have his/her spouse sign the mortgage documents as required by Lender. BUYER AGREES TO INCUR NO DEBT SUBSEQUENT TO THE DATE HEREOF WHICH MIGHT JEOPARDIZE APPROVAL OF BUYER'S MORTGAGE LOAN. IF THE PROPERTY IS BEING PURCHASED BY A CORPORATION, PARTNERSHIP, OR OTHER ENTITY, BUYER AGREES TO (1) OBTAIN ANY PERSONAL ENDORSEMENTS OR GUARANTEES REQUIRED BY LENDER AND (2) PROVIDE TO LENDER AND/OR THE TITLE INSURER PROMPTLY UPON REQUEST SUCH CERTIFICATES, RESOLUTIONS OR OTHER CORPORATE, PARTNERSHIP OR OTHER ORGANIZATIONAL DOCUMENTS AS MAY BE REQUIRED. Except as provided in this Agreement, Buyer agrees to pay all loan fees and closing costs charged by Lender in connection with the mortgage loan. Buyer will pay any prepaid interest due on the mortgage loan at the time of Closing and any amount Lender may require to be put into escrow toward the payment of property taxes and insurance on the Property. Buyer will also pay any mortgage insurance premiums (prepaid or otherwise), if required by Lender.

4.3 Commitment. Buyer understands that the rate of interest on the mortgage is established by Lender and not by Seller and that any predictions or representations of present or future interest rate that may have been contained in any advertising or promotion by Seller are not binding. If Buyer obtains a written mortgage loan commitment and the mortgage loan commitment is subsequently withdrawn through no fault of Seller including, but not limited to, any condition to such loan commitment not being satisfied for any reason (other than failure of the Property to appraise equal to or greater than the Total Purchase Price), this Agreement shall remain in full force and effect and Buyer shall be conclusively presumed to have agreed to purchase the Property without mortgage financing. If the Lender's appraiser does not appraise the Property for the Total Purchase Price then Seller shall have the option in, Seller's sole discretion, to (i) lower the Total Purchase Price to the appraised value and Buyer shall proceed to Closing, or (ii) terminate this Agreement and return the Deposits to Buyer. If Buyer obtains a loan commitment containing any special condition that is not ordinarily contained in typical loan commitments for the Community, Seller, in Seller's sole discretion, may treat Buyer's loan application as having been denied; whereupon, Seller shall have the rights set forth in this Section 4.

4.4 Sale of Other Residence. Unless the Home Sale Contingency Addendum is executed, Buyer represents and warrants that this Agreement and the mortgage loan referenced herein, are not and will not be subject to or contingent upon Buyer's selling and/or closing on the sale of Buyer's present residence or other property. Failure to close on the purchase of the Property will constitute a default by Buyer and the remedies available to Seller for Buyer's default under this Agreement shall apply.

5. Funds. Any funds paid by Buyer under the terms of this Agreement to Seller through a check or cashier's check are accepted by Seller subject to collection. Buyer acknowledges that Seller shall have the right to deposit such check for the Initial Deposit without such action being deemed acceptance of this Agreement. If any such check is not paid by the bank after acceptance of this Agreement, Seller shall have the option to cancel this Agreement and declare Buyer in default. If Buyer provides any check for a Deposit in the form of Canadian currency (a "C$ check"), Seller's depository bank will convert such C$ check into a U.S. dollar amount using its currency procedures and exchange rate then in effect two (2) business days following the date of processing (the "Conversion Date") and the amount of the Deposit to be applied toward the Total Purchase Price shall be equal to the amount received by Seller from the depository bank on the Conversion Date. Seller reserves the right to charge or pass through any currency conversion-related fees or costs to the Buyer at Closing (as hereafter defined). Notwithstanding the foregoing or anything contained in the Agreement to the contrary, the balance of the Total Purchase Price plus all applicable Closing Costs (the "Closing Proceeds") shall be paid to Seller at Closing by wire transfer in immediately available funds or by cashier's check (subject to collection) issued by a bank with a branch in the County where the Property is located. If Buyer delivers all or any portion of the Closing Proceeds in the form of a cashier's check exceeding $25,000.00, then Buyer will not be entitled to possession of the Home until the Closing Proceeds have cleared.

6. Credit Information Authorization. Buyer authorizes Lender to whom Buyer has applied or is in the process of applying for a mortgage loan in connection with this transaction to disclose to Seller the information contained in any loan application, verification of deposit, income and employment, and credit reports or credit related documentation on Buyer. Buyer authorizes Seller to order one or more credit reports from a consumer reporting agency to be used in connection with this transaction. The cost of said report(s) is (are) to be paid by Buyer. Buyer authorizes Seller to forward all copies of all or any portion of such report(s) without interpretation to Lender who (at the request of Buyer) will evaluate a potential extension of credit to Buyer in connection with this transaction. Buyer authorizes Lender, and any credit bureau or other person or entity utilized or engaged by Lender, to obtain one or more consumer reports regarding Buyer and to investigate any information, reference, statement, or data, provided to Lender by Buyer or by any other

person or entity, pertaining to Buyer's credit and financial status. Buyer shall indemnify, defend and hold harmless Seller, its officers, directors, shareholders, employees, agents, contractors, subcontractors and suppliers ("Indemnified Parties"), Lender, and any credit bureau or other person or entity utilized or engaged by Lender or Seller, from and against any deficiencies, losses, liabilities, claims, damages, expenses, obligations, penalties, actions, judgments, awards, suits, costs or disbursements of any kind or nature whatsoever, including attorneys' fees and expenses ("Claims") arising from an investigation of Buyer's credit and financial status.

7. Closing. Without limiting the terms of Section B, Buyer acknowledges and agrees that Seller has the right in its sole discretion to schedule the date, time and place for the closing of the transaction contemplated by this Agreement ("Closing") and Buyer shall close on such Closing Date (the "Closing Date"). Buyer will be given notice of the Closing Date, time and place by the "Closing Date Notice Period" (as such term is defined in Rider B attached hereto). Seller is authorized to postpone or advance the date of Closing at its discretion. Seller must, however, give Buyer reasonable notice of the new Closing Date. Any notice of Closing may be given verbally, by telephone, telegraph, telex, facsimile, mail, e-mail, or other means of communication at Seller's option. All notices of Closing will be given to Buyer at the address or by use of the telephone number(s) or e-mail address(es) specified on page 1 of this Agreement unless Seller has received written notice from Buyer of any change therein prior to the date notice of Closing is given. Buyer's failure to receive the notice of Closing because Buyer has failed to advise Seller of any changes of address or phone number, or because Buyer has failed to pick up a letter when Buyer has been advised of an attempted delivery or for any other reason, shall not relieve Buyer of Buyer's obligation to close on the scheduled Closing Date, unless Seller otherwise agrees in writing to postpone the Closing Date. To the extent not prohibited by applicable law, if Seller, in its sole discretion, agrees in writing to reschedule the Closing Date at Buyer's request, or because Buyer (if a corporation) has failed to produce all corporate documents requested by Seller, or for any other reason (except for delay required by Seller), then (1) Seller may impose a late charge as liquidated damages for such delay equal to One Hundred Twenty-Five Dollars ($125.00) per day for every day from the original Closing Date through the date that the transaction closes, and (2) Seller may require that prorations be made as of the original Closing Date. Buyer agrees the late charge is appropriate in order to cover Seller's administrative and other expenses resulting from a delay in Closing and that the amount of liquidated damages is fixed and agreed to by the parties as a reasonable estimate of the damages that Seller shall suffer and is not in the nature of a penalty. Seller is not required to agree to reschedule Closing, but Seller may reschedule Closing in Seller's sole discretion.

8. Completion Date. It is expressly agreed by Buyer that notwithstanding anything to the contrary specified herein or verbally represented (including but not limited to Seller's sales representative), any scheduled completion date is a good faith estimate, and Seller makes no promises or representations concerning the date of completion. Buyer agrees that Buyer has not relied, and will not rely upon, any estimated completion date for any purpose whatsoever, including, without limitation, relocation of residence, storage of personal property, or lock-in financing, and Buyer agrees that Seller shall not be liable for any additional costs, expenses or damages whatsoever should the Home not be completed by an estimated completion date. Notwithstanding the foregoing, Seller is required to complete and does agree that the construction of the Home shall be completed not later than two (2) years from the date of Buyer's execution of this Agreement. If construction is delayed by any event recognized by the law of the state in which the Home is located as a defense to a contract action for non-performance or a delay in performance, then the date of completion shall be extended by the delay period. It is the express intent of the parties that the parties' rights and obligations under this Agreement be construed in the manner necessary to exempt this Agreement and the sale of the Property from registration under the Interstate Land Sales Full Disclosure Act, and both Buyer and Seller hereby expressly waive any right or provision of this Agreement that would otherwise preclude such exemption.

9. Casualty Before Closing. If the Property is damaged by fire, act of terrorism or other casualty before Closing and the cost of restoration does not exceed three percent (3%) of the Total Purchase Price and repairs will not substantially delay Closing, Seller shall repair the damage and Closing shall proceed pursuant to the terms of this Agreement. If the cost of restoration exceeds three percent (3%) of the Total Purchase Price or the repairs would substantially delay Closing, Buyer shall have the option to: (1) terminate this Agreement and receive a refund of the Deposit made by Buyer to Seller, in which event both parties shall be released from all obligations under this Agreement; or (2) have Seller repair the damage as soon as reasonably possible, and Closing shall be extended until such repair or rebuilding is complete.
Notwithstanding the foregoing, if all or a portion of the Property is damaged by fire, act of terrorism or other casualty and (1) the plans, specifications or construction materials for the Property must be materially modified in order to repair or reconstruct the Property, or (2) the repair or reconstruction of the Property substantially in accordance with the plans and specifications is rendered impossible by any cause recognized by the law of the state in which the Property is located as a defense to a contract action for non-performance, then Seller shall have the right to terminate this Agreement and Buyer shall receive a refund of the Deposit made by Buyer to Seller in which event both parties shall be released from all obligations under this Agreement.

10. Deed. Seller shall convey title to Buyer at Closing by delivery to Buyer of a General Limited Warranty Deed (the "Deed") describing the Property, which Deed shall convey title to Buyer subject to all matters described in this Agreement.

11. Closing and Title Matters. Title to the Property to be delivered to Buyer at Closing will be marketable and insurable, subject only to the following matters:

11.1 Title to the Property shall be subject to the following: (1) zoning, building codes, bulkhead laws, ordinances, regulations, rights or interests vested in the United States of America or the state in which the Community is located; (2) real estate taxes and other taxes for the year of conveyance and subsequent years including taxes or assessments of any special taxing or community development district (including assessments relating to capital improvements and bonds); (3) the general printed exceptions contained in an owner's title insurance policy; (4) utility easements, sewer agreements, telephone agreements, cable agreements, telecommunications agreements, monitoring agreements, restrictions and reservations common to any plat affecting title to the Property; (5) matters that would be disclosed by an accurate survey or inspection of the Property; (6) the Documents; (7) any laws and restrictions, covenants, conditions, limitations, reservations, agreements or easements recorded in the public records for the County (for example, use limitations and obligations, easements (right-of-way) and agreements relating to telephone, gas or electric lines, water and sewer lines and drainage, provided they do not prevent use of the Property for single family residential purposes); (8) minor encroachments on easements that do not substantially interfere with an easement holder's interest in the Property; and (9) acts done or suffered by Buyer and any mortgage or deed of trust obtained by Buyer for the purchase of the Property. It is Buyer's responsibility to review and become familiar with each of the foregoing title matters, some of which are covenants running with the land. If any title defects are discovered by Buyer after Closing, Buyer's sole remedy shall be to make a claim to Buyer's title insurer.

11.2 Seller shall convey title to Buyer at Closing by delivery to Buyer of the Deed, which shall convey title to Buyer subject to all matters described in Section 11.1 of this Agreement. Any such matters omitted from the Deed shall nevertheless be deemed to be included in the Deed.

11.3 Seller shall provide an affidavit complying with the Foreign Investment in Real Property Tax Act of 1980, as amended, upon written request of Buyer.

11.4 Seller may not own title to the Property as of the date of this Agreement or at Closing. However, Seller shall obtain title to the Property on or before the Closing Date or effect the necessary transfer of title on or before the date when Seller causes title to be transferred to Buyer.

11.5 If Seller cannot provide marketable and insurable title as described above, such failure shall not be an event of default and Seller will have a reasonable period of time (at least one hundred and twenty (120) days from the date of the scheduled Closing Date) to attempt to correct any defects in title; provided, however, Seller shall not be obligated to incur any expense, nor institute any litigation, to clear title to the Property. If Seller cannot or elects not to correct the title defects, Seller shall so notify Buyer within such period, and Buyer may thereafter elect (by written notice from Buyer to Seller) one of the following two (2) options: (1) to accept title in the condition offered (with defects) and pay the balance of the Total Purchase Price for the Property (without set off or deduction therefor), thereby waiving any claim with respect to such title defects and Buyer will not make any claims against Seller because of the title defects; or (2) to terminate this Agreement and receive a full refund of the Deposit deposited hereunder. If all such amounts are refunded, Buyer agrees to accept it as full payment of Seller's liability hereunder, whereupon this Agreement shall be terminated and Seller shall thereafter be relieved and released of all further liability hereunder. Buyer shall not thereafter have any rights to make any additional claims against Seller. In the event Buyer does not notify Seller in writing within five (5) calendar days from the receipt of Seller's notice (time being strictly of the essence) as to which option Buyer elects, Buyer shall be conclusively presumed to have elected option (1) set forth above in this subsection.

11.6 The acceptance of the Deed by Buyer shall be deemed to be full performance and discharge of every agreement and obligation on the part of Seller to be performed pursuant to this Agreement, except those which are herein specifically deemed to survive Closing or which may survive by operation of law, if any.

11.7 Title to the Property will be deemed marketable if an owner's policy is issued with standard exceptions.

11.8 All of the terms of this Section 11 shall survive Closing and the delivery of the Deed.

12. Closing Costs. The respective responsibilities of Buyer and Seller for all costs, prorations and fees payable at Closing (the "Closing Costs") are shown in Rider B attached hereto.

13. Site and Substitutions. The materials, equipment and fixtures included in and to be used in constructing the Home will be substantially the same as or similar in quality to those described in the applicable plans and specifications (except as to extras, options and/or upgrades).

13.1 Changes to Plans and Specifications.

13.1.1 Industry Practice. It is widely observed construction industry practice for pre-construction plans and specifications for any home or building to be changed and adjusted from time to time in order to accommodate on-going site conditions and in the field construction factors. These changes and adjustments are essential in order to permit all components of the Home to be integrated into a well-functioning and aesthetically pleasing product in an expeditious manner. Based on the foregoing, Buyer acknowledges that such changes and adjustments may occur and agrees that it is reasonable and to Buyer's benefit to allow Seller the flexibility to make such changes and adjustments to the Home.

13.1.2 Seller's Absolute Right to Make Modifications to Plans and Specifications. Seller has the absolute right to make modifications to the plans and specifications for the Home. Without limiting the generality of the foregoing, Buyer specifically agrees that changes in the dimensions of rooms and patios, entrances and terraces, if applicable, and changes in room size, in the locations of windows, doors, walls, partitions, utility lead-ins and outlets (including, but not limited to, electrical, cable television, and telephone), air-conditioning components, lighting fixtures and electrical panel boxes may be made by Seller in its sole discretion, provided however that changes in the layout and dimensions of the Home shall not substantially affect the value of the Home. Such changes may also include, but are not limited to, changes in the building location, setbacks and facing, the building's external configuration, its structural components, its finishes and the landscaping associated therewith.

13.1.3 Buyer's Acceptance of Actual Floor Plan. Buyer further understands and acknowledges that many of the Homes to be constructed within the Community require floor plans which are opposite (i.e. flipped) mirror images of the model floor plan and Buyer fully understands and accepts the floor plan configuration for the Home and improvements to be constructed within the Home.

13.1.4 No Warranty for Plans and Specifications on File. Buyer further acknowledges and agrees that (1) the plans and specifications of the Home and the Community on file with the applicable governmental authorities may not be identical in detail to Seller's plans and specifications, and (2) because of the day-to-day nature of the changes described in this Section 13, the plans and specifications on file with the applicable governmental authorities may not include some or any of these changes (there being no legal requirement to file all changes with such authorities). As a result of the foregoing, Buyer and Seller both acknowledge and agree that the Home and the Community may not be constructed in accordance with the plans and specifications on file with the applicable governmental authorities. Without limiting the generality of the provisions of Rider B attached hereto, Seller disclaims and Buyer waives any and all express or implied warranties that construction will be accomplished in compliance with such plans and specifications. Seller has not given and Buyer has not relied on or bargained for any such warranties. In furtherance of the foregoing, in the event of any conflict between the actual construction of the Home and/or the

Community, and that which is set forth on the plans and specifications, Buyer agrees that the actual construction shall prevail and to accept the Home and Community as actually constructed (in lieu of what is set forth on the plans and specifications).

13.2 Lot Change. In the event that Seller, in its sole discretion, determines that the Model of the Home selected under this Agreement cannot reasonably be built on the Homesite, then Buyer and Seller hereby agree that they will negotiate in good faith to relocate the Home to another lot in the Community, provided however that there are lots available for sale. If no replacement lot is available, then Buyer may terminate this Agreement and will be entitled to a refund of any paid Deposit.

13.3 Decorative and Landscaping Items.

13.3.1 Buyer understands and agrees that certain of the finishing items, such as tile, marble, carpet, cabinets, stone, brickwork, wood, paint, stain and mica are subject to size and color variations, grain and quality variations, and may vary in accordance with price, availability and changes by manufacturers from those shown in the model, if any, or in illustrations or brochures or those included in the specifications. Furthermore, if circumstances arise that, in Seller's opinion, warrant changes of subcontractors, suppliers, manufacturers, brand names or items, Seller reserves the right to substitute equipment, materials, appliances, etc., which in Seller's opinion are considered to be of quality substantially similar or equal, or of better quality, subject to their availability. Buyer also understands that Seller has the right to substitute or change materials and/or stain colors utilized in wood decor, if any.

13.3.2 Lot grades, lot area, options, facades, shrubs, trees, trim, built-ins, wall treatments, window treatments, furniture, furnishings, fences, decks, locations of walks, driveways and other items in or about a model home area in the subdivision are for display purposes only and are not included in the Total Purchase Price unless otherwise expressly provided herein. Seller has the right to remove any existing trees on the Property or on the surrounding area for any reason. Buyer further understands and agrees that the following items (which may be seen in models or shown in illustrations) will also not be included with the sale of the Home: wall coverings, paint colors, accent light fixtures, wall ornaments, drapes, blinds, bedspreads, furniture, furnishings, wet bars, monitoring systems, certain built-in fixtures, special floor coverings, wood trim, upgraded items and/or any other items of this nature which may be added or deleted from time to time. This list of items (which is not all-inclusive) is provided as an illustration of the type of items built-in or placed upon models or shown in illustrations strictly for purposes of decoration and example only.

13.4 Deed. By acceptance of the Deed, Buyer accepts all variations of the Home.

13.5 Survival. All of the terms of this Section 13 shall survive Closing and the delivery of the Deed.

14. Buyer's Default. In the event of Buyer's default and to the extent allowed by law, Seller shall be entitled to keep, as liquidated damages and not as a penalty, Buyer's Deposit not to exceed fifteen percent (15%) of the Total Purchase Price, except that Seller may, in addition, keep, as liquidated damages and not as a penalty, any and all Advanced Payments made by Buyer to Seller for options, extras or upgrades for which Seller has made contractual commitments or incurred liability by placing orders or otherwise. Buyer agrees that actual damages in the event of breach by Buyer would be costly and difficult to calculate, and that such liquidated damages are a fair and reasonable remedy and shall not be considered a penalty. The provisions of this Section shall survive the termination of this Agreement.

15. Seller's Default. In the event of Seller's default and to the extent allowed by law, Buyer may recover actual damages but shall not be entitled to special, consequential or punitive damages. Notwithstanding the foregoing, Buyer retains all remedies at law and in equity with respect to Seller's obligation to complete the Home within two (2) years pursuant to Section 8 above. The provisions of this Section shall survive the termination of this Agreement.

16. Mediation / Arbitration of Disputes.

16.1 The parties to this Agreement specifically agree that this transaction involves interstate commerce and that any Dispute (as hereinafter defined) shall first be submitted to mediation and, if not settled during mediation, shall thereafter be submitted to binding arbitration as provided by the Federal Arbitration Act (9 U.S.C. §§1 et seq.) and not by or in a court of law or equity. "Disputes" (whether contract, warranty, tort, statutory or otherwise), shall include, but are not limited to, any and all controversies, disputes or claims (1) arising under, or related to, this Agreement, the Property, the Community or any dealings between Buyer and Seller; (2) arising by virtue of any representations, promises or warranties alleged to have been made by Seller or Seller's representative; and (3) relating to personal injury or property damage alleged to have been sustained by Buyer, Buyer's children or other occupants of the Property, or in the Community. Buyer has executed this Agreement on behalf of his or her children and other occupants of the Property with the intent that all such parties be bound hereby. Any Dispute shall be submitted for binding arbitration within a reasonable time after such Dispute has arisen. Nothing herein shall extend the time period by which a claim or cause of action may be asserted under the applicable statute of limitations or statute of repose, and in no event shall the Dispute be submitted for arbitration after the date when institution of a legal or equitable proceeding based on the underlying claims in such Dispute would be barred by the applicable statute of limitations or statute of repose.

16.2 Any and all mediations commenced by any of the parties to this Agreement shall be filed with and administered by the American Arbitration Association or any successor thereto ("AAA") in accordance with the AAA's Home Construction Mediation Procedures in effect on the date of the request. If there are no Home Construction Mediation Procedures currently in effect, then the AAA's Construction Industry Mediation Rules in effect on the date of such request shall be utilized. Any party who will be relying upon an expert report or repair estimate at the mediation shall provide the mediator and the other parties with a copy of the reports. If one or more issues directly or indirectly relate to alleged deficiencies in design, materials or construction, all parties and their experts shall be allowed to inspect, document (by photograph, videotape or otherwise) and test the alleged deficiencies prior to mediation. Unless mutually waived in writing by the parties, submission to mediation is a condition precedent to either party taking further action with regard to any matter covered hereunder.

16.3 If the Dispute is not fully resolved by mediation, the Dispute shall be submitted to binding arbitration and administered by the AAA in accordance with the AAA's Home Construction Arbitration Rules in effect on the date of the request. If there

are no Home Construction Arbitration Rules currently in effect, then the AAA's Construction Industry Arbitration Rules in effect on the date of such request shall be utilized. Any judgment upon the award rendered by the arbitrator may be entered in and enforced by any court having jurisdiction over such Dispute. If the claimed amount exceeds $250,000.00 or includes a demand for punitive damages, the Dispute shall be heard and determined by three arbitrators; however, if mutually agreed to by the parties, then the Dispute shall be heard and determined by one arbitrator. Arbitrators shall have expertise in the area(s) of Dispute, which may include legal expertise if legal issues are involved. All decisions respecting the arbitrability of any Dispute shall be decided by the arbitrator(s). At the request of any party, the award of the arbitrator(s) shall be accompanied by detailed written findings of fact and conclusions of law. Except as may be required by law or for confirmation of an award, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.

16.4 The waiver or invalidity of any portion of this Section shall not affect the validity or enforceability of the remaining portions of this Section. Buyer and Seller further agree (1) that any Dispute involving Seller's affiliates, directors, officers, employees and agents shall also be subject to mediation and arbitration as set forth herein, and shall not be pursued in a court of law or equity; (2) that Seller may, at its sole election, include Seller's contractors, subcontractors and suppliers, as well as any warranty company, and insurer as parties in the mediation and arbitration; and (3) that the mediation and arbitration will be limited to the parties specified herein.

16.5 To the fullest extent permitted by applicable law, Buyer and Seller agree that no finding or stipulation of fact, no conclusion of law, and no arbitration award in any other arbitration, judicial, or similar proceeding shall be given preclusive or collateral estoppel effect in any arbitration hereunder unless there is mutuality of parties. In addition, Buyer and Seller further agree that no finding or stipulation of fact, no conclusion of law, and no arbitration award in any arbitration hereunder shall be given preclusive or collateral estoppel effect in any other arbitration, judicial, or similar proceeding unless there is mutuality of parties.

16.6 Unless otherwise recoverable by law or statute, each party shall bear its own costs and expenses, including attorneys' fees and paraprofessional fees, for any mediation and arbitration. Notwithstanding the foregoing, if a party unsuccessfully contests the validity or scope of arbitration in a court of law or equity, the noncontesting party shall be awarded reasonable attorneys' fees, paraprofessional fees and expenses incurred in defending such contest, including such fees and costs associated with any appellate proceedings. In addition, if a party fails to abide by the terms of a mediation settlement or arbitration award, the other party shall be awarded reasonable attorneys' fees, paraprofessional fees and expenses incurred in enforcing such settlement or award.

16.7 Buyer may obtain additional information concerning the rules of the AAA by visiting its website at www.adr.org or by writing the AAA at 335 Madison Avenue, New York, New York 10017.

16.8 Seller supports the principles set forth in the Consumer Due Process Protocol developed by the National Consumer Dispute Advisory Committee and agrees to the following:

16.8.1 Notwithstanding the requirements of arbitration stated in Section 16.3 of this Agreement, Buyer shall have the option, after pursuing mediation as provided herein, to seek relief in a small claims court for disputes or claims within the scope of the court's jurisdiction in lieu of proceeding to arbitration. This option does not apply to any appeal from a decision by a small claims court.

16.8.2 Seller agrees to pay for one (1) day of mediation (mediator fees plus any administrative fees relating to the mediation). Any mediator and associated administrative fees incurred thereafter shall be shared equally by the parties.

16.8.3 The fees for any claim pursued via arbitration in an amount of $10,000.00 or less shall be apportioned as provided in the Home Construction Arbitration Rules of the AAA or other applicable rules.

16.9 Notwithstanding the foregoing, if either Seller or Buyer seeks injunctive relief, and not monetary damages, from a court because irreparable damage or harm would otherwise be suffered by either party before mediation or arbitration could be conducted, such actions shall not be interpreted to indicate that either party has waived the right to mediate or arbitrate. The right to mediate and arbitrate should also not be considered waived by the filing of a counterclaim by either party once a claim for injunctive relief had been filed with a court.

16.10 Buyer and Seller specifically agree that notwithstanding anything to the contrary, the rights and obligations set forth in this Section 16 shall survive (1) Closing and the delivery of the Deed; (2) the termination of this Agreement by either party; or (3) the default of this Agreement by either party.

17. Other Dispute Resolutions. Notwithstanding the parties' obligation to submit any Dispute to mediation and arbitration, in the event that a particular dispute is not subject to the mediation or the arbitration provisions of Section 16, then the parties agree to the following provisions: BUYER ACKNOWLEDGES THAT JUSTICE WILL BEST BE SERVED IF ISSUES REGARDING THIS AGREEMENT ARE HEARD BY A JUDGE IN A COURT PROCEEDING, AND NOT A JURY. BUYER AND SELLER AGREE THAT ANY DISPUTE, CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION SHALL BE HEARD BY A JUDGE IN A COURT PROCEEDING AND NOT A JURY. BUYER AND SELLER HEREBY WAIVE THEIR RESPECTIVE RIGHT TO A JURY TRIAL. SELLER HEREBY SUGGESTS THAT BUYER CONTACT AN ATTORNEY OF BUYER'S CHOICE IF BUYER DOES NOT UNDERSTAND THE LEGAL CONSEQUENCES OF EXECUTING THIS AGREEMENT. All of the terms of this Section 17 shall survive Closing and the delivery of the Deed.

18. Selling Agent, Cooperating Broker, and Seller's New Home Consultant. Unless a Purchase Price and Payment Addendum indicating otherwise is attached hereto, Buyer represents to Seller that Buyer has not consulted, dealt or negotiated with a real estate broker, salesperson or agent other than Seller's sales personnel located at Seller's sales office. Buyer agrees that Seller is not responsible for the payment of a commission to a real estate broker, salesperson or agent other than Seller's sales personnel. Buyer shall indemnify, defend and hold harmless Indemnified Parties from and against any and all Claims resulting from or arising out of any representation or breach of a representation or warranty set forth in this Section. In addition, Buyer acknowledges and

understands that Seller's New Home Consultant ("NHC") and Internet New Home Consultant ("INHC") are agents of Seller, are acting solely for the Seller's interests, and are not acting in any representative capacity for Buyer. Buyer should not disclose any information to Seller's NHC and/or INHC that Buyer considers to be confidential or otherwise does not want disclosed to Seller.

Buyer's Initials DSM _____

19. Construction Activities. ALL OWNERS, OCCUPANTS AND USERS OF THE COMMUNITY ARE HEREBY PLACED ON NOTICE THAT (1) SELLER AND/OR ITS AGENTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES AND OTHER DESIGNEES, AND/OR (2) ANY OTHER PARTIES, WILL BE, FROM TIME TO TIME, CONDUCTING BLASTING, EXCAVATION, CONSTRUCTION AND OTHER ACTIVITIES WITHIN OR IN PROXIMITY TO THE COMMUNITY. BY THE ACCEPTANCE OF THEIR DEED OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, AND BY USING ANY PORTION OF THE COMMUNITY, EACH SUCH OWNER, OCCUPANT AND USER AUTOMATICALLY ACKNOWLEDGES, STIPULATES AND AGREES (1) THAT NONE OF THE AFORESAID ACTIVITIES SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES, HEREUNDER OR AT LAW GENERALLY, (2) NOT TO ENTER UPON, OR ALLOW THEIR CHILDREN OR OTHER PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) ANY PROPERTY WITHIN OR IN PROXIMITY TO THE AREA OF THE COMMUNITY WHERE SUCH ACTIVITY IS BEING CONDUCTED (EVEN IF NOT BEING ACTIVELY CONDUCTED AT THE TIME OF ENTRY, SUCH AS AT NIGHT OR OTHERWISE DURING NON-WORKING HOURS), (3) TO THE EXTENT PERMITTED OR NOT PROHIBITED UNDER APPLICABLE LAW, SELLER AND THE OTHER AFORESAID RELATED PARTIES SHALL NOT BE LIABLE FOR ANY AND ALL LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES, EXCEPT RESULTING DIRECTLY FROM SELLER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, (4) ANY PURCHASE OR USE OF ANY PORTION OF THE COMMUNITY HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING AND (5) THIS ACKNOWLEDGMENT AND AGREEMENT IS A MATERIAL INDUCEMENT TO SELL, CONVEY, AND/OR ALLOW THE USE OF THE PROPERTY.

20. Dangerous Condition; Construction Work.

20.1 Buyer understands and agrees that the Property is a construction site and that the Property and the improvements, equipment and supplies thereon constitute a danger to those who may enter on the Property. Buyer shall not enter onto the Property prior to Closing unless authorized and accompanied by Seller's representative. Any unauthorized, unaccompanied entry by Buyer shall constitute a breach of this Agreement by Buyer, at Seller's election. Moreover, any entry by Buyer onto the Property prior to Closing shall be done at Buyer's own risk and in compliance with all federal, state and local safety laws and regulations. To the extent permitted or not prohibited by applicable law, Buyer waives, releases and shall indemnify, defend and hold harmless Indemnified Parties from and against any Claims made by Buyer, Buyer's family members or guests, as a direct or indirect result of any such unauthorized, unaccompanied entry onto the Property.

20.2 Buyer agrees that supervision and direction of the working forces, including, without limitation, all contractors and subcontractors, is to be done exclusively by Seller, and Buyer agrees not to issue any instructions to the working forces or otherwise hinder construction or installation of improvements on the Property. Buyer shall not do or have any work done on the Property, nor may Buyer store any possessions thereon, prior to Closing and transfer of title to the Property to Buyer.

20.3 Buyer agrees that any and all controversies, disputes and claims arising under this Section shall be resolved through binding arbitration in accordance with the terms of this Agreement.

20.4 All of the terms of this Section 20 shall survive Closing and the delivery of the Deed.

21. OFAC. Executive Order 13224 requires all United States entities and persons to block assets and not transact business with entities, countries and persons (specifically designated nationals) set forth by the Office of Foreign Asset Control ("OFAC"). This requirement applies to all homebuilding entities in The Lennar Family of Builders (including but not limited to Seller), Universal American Mortgage Company, LLC and all of its affiliates, and North American Title Company and all of its affiliates (collectively, the "Lennar Affiliates"). Accordingly, each of Seller and the Lennar Affiliates will check current OFAC lists and other publications in connection with each potential transaction, loan, or home sale. In order to check the OFAC list, Buyer must provide to Seller a Government-issued identification card (this might include a driver's license, birth certificate, passport or resident alien card). To the extent Buyer (or any single person or entity constituting a part of Buyer) matches a name or entity on any such OFAC list or publication, the transactions with Buyer contemplated under or in connection with this Agreement will be immediately suspended, and Buyer shall be reported as instructed by the OFAC.

22. Agreement not to be Recorded. Buyer covenants that Buyer shall not record this Agreement (or any memorandum thereof) in the Public Records of the County. Buyer agrees, if Buyer records this Agreement, to pay all of Seller's attorneys' fees, paraprofessional fees and expenses incurred in removing the cloud on title caused by such recordation. Seller's rights under this Section shall be in addition to Seller's remedies for Buyer's default provided elsewhere in this Agreement.

23. Transfer, Assignment and Persons Bound. Buyer agrees that Buyer will not, and does not have the right to, assign, sell or transfer Buyer's interest in this Agreement (whether voluntarily or by operation of law or otherwise) without Seller's prior written consent. If Buyer is a corporation, other business entity, trustee or nominee, a transfer of any material equity or beneficial or principal interest shall constitute an assignment of this Agreement. If Buyer attempts to assign this Agreement in violation of this Section, Seller can declare Buyer in default and Seller shall be entitled to all remedies available under this Agreement. Buyer agrees that Seller may withhold its consent with or without any reason or condition in any manner it chooses (if it gives it at all) and may charge Buyer a reasonable amount to cover administrative costs incurred in considering whether or not to grant consent. If Buyer dies or in any way loses legal control of his/her affairs, this Agreement will bind his/her heirs and legal representatives. If Buyer has received Seller's permission to assign or transfer this Agreement, then Buyer's approved assignees shall be bound by the terms of this Agreement. If more than one person signs this Agreement as Buyer, each such person shall be jointly and severally liable for full performance of all of Buyer's duties and obligations hereunder.

24. TIME OF THE ESSENCE. BUYER ACKNOWLEDGES THAT TIME IS OF THE ESSENCE IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED UNDER THIS AGREEMENT.

25. Interpretation and Computation of Time. The use of the masculine gender in this Agreement shall be deemed to refer to the feminine or neuter gender, and the singular shall include the plural, and vice versa, whenever the context so requires. This Agreement reflects the negotiated agreement of the parties. Each party acknowledges that they have been afforded the opportunity to seek competent legal counsel, and each have made an informed choice as to whether or not to be represented by legal counsel. Accordingly, this Agreement shall be construed as if both parties jointly prepared it, and no presumption against one party or the other shall govern the interpretation or construction of any of the provisions of this Agreement. Any reference in this Agreement to the time periods of less than five (5) days shall, in the computation thereof, exclude Saturdays, Sundays and legal holidays. Any reference in this Agreement to time periods of five (5) days or more shall, in computation thereof, include Saturdays, Sundays and legal holidays. If the last day of any such period is a Saturday, Sunday or legal holiday, the period shall be extended to 5:00 p.m. on the next full business day. The section headings in this Agreement are for convenience only and shall not affect the meaning, interpretation or scope of the provisions which follow them.

26. Notice. Except as provided in the Closing Section of this Agreement with respect to notices of the scheduled Closing Date, any notice required or permitted to be given in connection with this Agreement shall be in writing and sent by United States certified mail with return receipt requested, professional overnight courier or electronic transmission (with confirmation and copy by (1) certified mail, if Buyer's address is within the United States or (2) overnight professional courier, if to a Buyer whose address is outside of the United States) to Buyer or Seller at the addresses on Page 1 of this Agreement (unless Seller has received written notice from Buyer of any change therein prior to the date such notice is given), and additionally to Seller by hand delivery at Seller's sales office. All notices shall only be effective upon receipt or refusal to accept receipt (by failure to accept delivery or otherwise).

27. Waiver. Seller's waiver of any of its rights or remedies shall not operate to waive any other of Seller's rights or remedies or to prevent Seller from enforcing the waived right or remedy in another instance.

28. Incorporation and Severability. The explanations and disclaimers set forth in the Documents are incorporated into this Agreement. In the event that any clause or provision of this Agreement shall be void or unenforceable, such clause or provision shall be deemed deleted so that the balance of this Agreement is enforceable.

29. Governing Law. Any disputes that develop under this Agreement or questions regarding the interpretation of this Agreement will be settled according to the law of the state where the Property is located to the extent federal law is not applicable.

30. Entire Agreement. BUYER CERTIFIES THAT BUYER HAS READ EVERY PROVISION OF THIS AGREEMENT, WHICH INCLUDES EACH RIDER AND ADDENDUM ATTACHED HERETO AND THAT THIS AGREEMENT, TOGETHER WITH EACH SUCH RIDER AND ADDENDUM, CONSTITUTES THE ENTIRE AGREEMENT BETWEEN BUYER AND SELLER. PRIOR AGREEMENTS, REPRESENTATIONS, UNDERSTANDINGS, AND ORAL STATEMENTS NOT REFLECTED IN THIS AGREEMENT HAVE NO EFFECT AND ARE NOT BINDING ON SELLER. BUYER ACKNOWLEDGES THAT BUYER HAS NOT RELIED ON ANY REPRESENTATIONS, NEWSPAPERS, RADIO OR TELEVISION ADVERTISEMENTS, WARRANTIES, STATEMENTS, OR ESTIMATES OF ANY NATURE WHATSOEVER, WHETHER WRITTEN OR ORAL, MADE BY SELLER, SALES PERSONS, AGENTS, OFFICERS, EMPLOYEES, CO-OPERATING BROKERS (IF ANY) OR OTHERWISE EXCEPT AS HEREIN SPECIFICALLY REPRESENTED. BUYER HAS BASED HIS/HER/THEIR DECISION TO PURCHASE THE PROPERTY ON PERSONAL INVESTIGATION, OBSERVATION AND THE DOCUMENTS.

31. Modification. This Agreement is the entire agreement for the sale and purchase of the Property and once it is signed by both Buyer and a Division Agent or Officer of Seller, it can only be amended by a written agreement signed by both Buyer and Seller.

32. Additional Changes. Notwithstanding Section 32 of this Agreement, Buyer agrees that it may be necessary (at any time and from time to time) after Buyer executes this Agreement for Seller, and/or the developer or declarant under the Documents, to change the terms and provisions of this Agreement and/or the Documents to comply with and conform to the rules and regulations (as same may exist and as same may be promulgated from time to time) of any governmental agency, subdivision or authority or court of competent jurisdiction and Buyer consents to all such changes. Notwithstanding Section 32 of this Agreement, Seller, and/or the developer or declarant under the Documents, shall have the right to amend all Documents for development or other purposes, and Buyer consents to all such amendments.

33. Inducement. Buyer acknowledges that the sole inducement to close on the purchase of the Property is the Property itself and not (1) the common facilities comprising part of the Community, if any, or (2) any expectation that the Property will increase in value.

34. Reservation of Easement. For the purpose of completing the construction and servicing of the Property and Community, Seller hereby reserves an easement of ingress and egress for itself and its successors and assigns, and each of their respective agents, employees, materialmen and subcontractors, over, under and upon the Property for a period of one (1) year after Closing. Seller shall provide reasonable notice to Buyer before exercising easement rights granted herein. All of the terms of this Section 35 shall survive Closing and the delivery of the Deed.

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35. Riders and Addenda. This Agreement consists of nine (9) pages and the following Riders and Addenda, which are attached hereto and by this reference made a part of this Agreement:

Check all that apply:

- ☒ Rider B
- ☒ Rider A
- ☒ Affiliated Business Arrangements Disclosure Statement
- ☒ Master Disclosure and Information Addendum
- ☒ Cooperating Broker Agreement
- ☒ Election Form Addendum
- ☒ FHA/VA Addendum
- ☐
- ☐ Home Sale Contingency Addendum
- ☒ Purchase Price and Payment Addendum
- ☒ Cooperating Broker Addendum
- ☒ Indoor Environmental Quality Disclosure Addendum
- ☒ Insulation Addendum
- ☐
- ☐

36. Survival.

36.1 Buyer and Seller agree that it is their express intent that the Sections and documents listed below, together with any other terms in this Agreement that expressly so state, as well as any terms that may survive by operation of law, notwithstanding if the Section, document or term has a survival provision thereto, shall not be merged into the Deed and that these Sections and documents shall survive Closing and the delivery of the Deed: Section 11, Closing and Title Matters; Section 13, Site and Substitutions; Section 16, Mediation / Arbitration of Disputes; Section 17, Other Dispute Resolutions; Section 18, Selling Agent and Cooperating Broker; Section 19, Construction Activities; Section 20, Dangerous Conditions; Construction Work; Section 35, Reservation of Easement; Section 5 of Rider B, Warranties; Section 7 of the Indoor Environmental Quality Disclosure; Cooperating Broker Addendum, in its entirety; and, Master Disclosure and Information Addendum to Purchase and Sale Agreement, in its entirety.

36.2 Buyer and Seller agree that it is their express intent that the Sections and documents listed below, together with any other terms in this Agreement that expressly so state, as well as any terms that may survive by operation of law, notwithstanding if the Section, document or term has a survival provision thereto, shall survive termination of this Agreement: Section 14, Buyer's Default; Section 15, Seller's Default; Section 16, Mediation / Arbitration of Disputes, Section 17, Other Dispute Resolutions; Section 23, Transfer, Assignment and Persons Bound; and Section 6 of Rider B, Documents.

37. Offer to Purchase/Effective Date. This Agreement, when executed by Buyer and delivered to Seller, together with the Initial Deposit specified hereunder, shall constitute an offer by Buyer to purchase the Property in accordance with the terms and conditions provided herein, and shall not be binding upon Seller until such time as a Division Agent or Officer of Seller has executed this Agreement. The date of such acceptance is the "Effective Date" of this Agreement. In the event Buyer's offer is not accepted by Seller, all paid Deposits made by Buyer to Seller to date shall be returned to Buyer, and Buyer's offer shall be deemed withdrawn.

38. Counterparts and Signatures. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall comprise but a single instrument. Signatures may be given via electronic transmission and shall be deemed given as of the date and time of the transmission of this Agreement to the other party.

THE INITIAL DEPOSIT HAS been RECEIVED BY SELLER SUBJECT TO CLEARANCE.

SELLER: Lennar Carolinas, LLC

New Home Consultant - Sabrina Broadway
Date: 9/26/11

THIS AGREEMENT IS NOT BINDING ON SELLER UNTIL ACCEPTED BELOW BY AN AUTHORIZED AGENT OF SELLER.

SELLER: Lennar Carolinas, LLC

Authorized Agent of Seller - Gino Ivey
Date: 9/26/11

Buyer - Danny Morrow
Date: 9/25/11

Buyer - Ellen Morrow
Date:

Buyer -
Date:

Buyer -
Date:

EXHIBIT 7

Lennar Carolinas, LLC
1941 Savage Road, Ste. 100-C
Charleston, South Carolina 29407
843-388-8989

PURCHASE AND SALE AGREEMENT

PURSUANT TO SECTION 15-48-10, SOUTH CAROLINA CODE OF LAWS, 1976, AS AMENDED, THIS SHALL CONSTITUTE WRITTEN NOTICE THAT THIS AGREEMENT IS SUBJECT TO MANDATORY BINDING ARBITRATION PURSUANT TO SECTION 16 OF THIS AGREEMENT.

THIS PURCHASE AND SALE AGREEMENT (together with the Riders and Addenda attached hereto and incorporated by reference herein, this "Agreement") is made and entered into as of the second day of DECEMBER, 2011 by and between Lennar Carolinas, LLC ("Seller"), and Buyer(s) named below ("Buyer"):

BUYER(S):	Check Applicable:
1. Mathew E Collins	Married ☐ Single ☒ Male ☒ Female ☐
2.	Married ☐ Single ☐ Male ☐ Female ☐
3.	Married ☐ Single ☐ Male ☐ Female ☐
4.	Married ☐ Single ☐ Male ☐ Female ☐
No Buyer Changes Will Be Permitted	

Buyer Address:		
City: Pittburgh	State / Country: PA	Zip:

By providing your telephone and fax numbers and your email address, you hereby consent to receiving telephonic, fax and email communications, including advertisements, made or sent by or on behalf of Seller and/or its affiliates.

Home Telephone:	Facsimile Numer:
Business Telephone:	Email Address: mec5213@aol.com
Cellular Telephone: 1-412-400-7045	

1. Purchase and Sale. Buyer agrees to buy and Seller agrees to sell to Buyer (on the terms and conditions set forth below) Model Indigo constructed or to be constructed on the following described property:
Lot 0009 of Block _____ of The Abbey at Spring Grove Subdivision/Plat, in Berkeley County (the "County"), South Carolina

Address: 218 Maywood Drive Moncks Corner SC 29461

The residence and improvements (the "Home") constructed or to be constructed on the above described property (the "Homesite"), and all appurtenances thereto are collectively referred to in this Agreement as the "Property." The Property is located within the community known as The Abbey at Spring Grove (the "Community").

2. Purchase Price and Payments. The total purchase price ("Total Purchase Price") for the Home, exclusive of any Builder's Fee, as applicable, and Closing Costs as described in Rider B and the Purchase Price and Payment Addendum, is $ 135,990.00. Buyer (and not a third party) has made an earnest money deposit upon the signing of this Agreement (the "Initial Deposit") of $ 500.00. Buyer shall make further payments to Seller, including but not limited to any "Additional Deposit" or "Advanced Payment" (consisting of non-refundable deposit(s) for options, extras, and upgrades) as set forth in the Purchase Price and Payment Addendum attached hereto and made a part hereof. The term "Deposit" shall include the Initial Deposit, Additional Deposit and Advanced Payment.

3. Legally Binding Agreement. THIS AGREEMENT IS A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, PLEASE SEEK COMPETENT LEGAL ADVICE. NO WARRANTIES OR REPRESENTATIONS, OTHER THAN THOSE SPECIFIED IN THIS AGREEMENT, ARE EXPRESSED OR IMPLIED. ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF SELLER. FOR CORRECT WARRANTIES AND REPRESENTATIONS, REFERENCE SHOULD BE MADE TO THIS AGREEMENT, INCLUDING THE RIDERS AND ADDENDA ATTACHED HERETO, AND THE "DOCUMENTS" (AS SUCH TERM IS DEFINED IN RIDER B) PROVIDED TO BUYER, IF ANY.

4. Financing.

☐ NO CONTINGENCY. If this box is checked, this is a cash transaction and not contingent on financing. Buyer agrees to provide within five (5) calendar days from the Buyer's execution of this Agreement financial statements or other written verification of Buyer's ability to purchase the Property with cash. If Buyer does not (in Seller's sole judgment, based on the documentation provided by Buyer to Seller) have the financial ability to purchase the Property with cash, then Seller may terminate this Agreement by refunding to Buyer any paid Deposit.

☒ MORTGAGE CONTINGENCY. If this box is checked, this Agreement is contingent on Buyer obtaining a loan commitment within the Mortgage Contingency Period (as such term is defined in Rider B attached hereto) for a first mortgage loan from Universal American Mortgage Company, LLC (an affiliate of Seller), or another qualified institutional mortgage lender of Buyer's choice ("Lender"), with interest, term and service charges at current market rates at time of Closing (as defined below) for a borrower of

Buyer's credit qualifications (the "Mortgage Contingency"). Buyer agrees to apply within five (5) calendar days from the execution of this Agreement for a loan at the then prevailing interest rate and terms (the "Mortgage Contingency Period"). In the event Buyer chooses to obtain financing through a Lender other than Universal American Mortgage Company, LLC, Buyer agrees to promptly provide Seller, upon Seller's request, with the name, address and phone number of such Lender, the loan officer and the loan processor. Buyer shall furnish promptly and accurately to Lender all information and documents requested by Lender in connection with such application. If Buyer properly makes and pursues the loan application as provided herein but is unable to provide Seller with a copy of a written loan commitment reasonably satisfactory to Seller within the Mortgage Contingency Period, or if Buyer is at any time disapproved for such loan (and Buyer does not cancel or withdraw his/her loan application), then Seller, at its sole discretion, may cancel this Agreement by written notice to Buyer, at Buyer's last known address, in which event Seller shall refund any paid Deposit made by Buyer. If Buyer properly makes and pursues the loan application as provided herein but is unable to obtain mortgage loan financing, despite Buyer's good faith efforts to do so, and Buyer is not otherwise in default under this Agreement, and further provided that Buyer provides Seller with documentation from Lender that the loan has been declined, Buyer may cancel this Agreement by giving written notice to Seller within the Mortgage Contingency Period, in which event Seller shall refund any paid Deposit. If this Agreement provides for a VA guaranteed or FHA-insured loan, Buyer's obligation to complete the purchase contemplated under this Agreement is subject to the VA/FHA Addendum attached hereto and incorporated herein.

The following shall apply only if this Agreement is subject to the Mortgage Contingency, as indicated above:

4.1 Mortgage Loan. Unless Buyer shall have otherwise notified Seller in writing within the Mortgage Contingency Period, Buyer shall be conclusively presumed to have obtained the loan commitment or agreed to purchase the Property without mortgage financing, and the Mortgage Contingency shall be deemed to have been satisfied.

4.2 Application. Buyer understands that any loan application required under this Agreement must be fully completed in order to obtain the mortgage loan, and Buyer will make a good faith attempt to qualify for the mortgage loan. If Buyer has a spouse who does not constitute a Buyer under this Agreement, Buyer agrees to have his/her spouse sign the mortgage documents as required by Lender. BUYER AGREES TO INCUR NO DEBT SUBSEQUENT TO THE DATE HEREOF WHICH MIGHT JEOPARDIZE APPROVAL OF BUYER'S MORTGAGE LOAN. IF THE PROPERTY IS BEING PURCHASED BY A CORPORATION, PARTNERSHIP, OR OTHER ENTITY, BUYER AGREES TO (1) OBTAIN ANY PERSONAL ENDORSEMENTS OR GUARANTEES REQUIRED BY LENDER AND (2) PROVIDE TO LENDER AND/OR THE TITLE INSURER PROMPTLY UPON REQUEST SUCH CERTIFICATES, RESOLUTIONS OR OTHER CORPORATE, PARTNERSHIP OR OTHER ORGANIZATIONAL DOCUMENTS AS MAY BE REQUIRED. Except as provided in this Agreement, Buyer agrees to pay all loan fees and closing costs charged by Lender in connection with the mortgage loan. Buyer will pay any prepaid interest due on the mortgage loan at the time of Closing and any amount Lender may require to be put into escrow toward the payment of property taxes and insurance on the Property. Buyer will also pay any mortgage insurance premiums (prepaid or otherwise), if required by Lender.

4.3 Commitment. Buyer understands that the rate of interest on the mortgage is established by Lender and not by Seller and that any predictions or representations of present or future interest rate that may have been contained in any advertising or promotion by Seller are not binding. If Buyer obtains a written mortgage loan commitment and the mortgage loan commitment is subsequently withdrawn through no fault of Seller including, but not limited to, any condition to such loan commitment not being satisfied for any reason (other than failure of the Property to appraise equal to or greater than the Total Purchase Price), this Agreement shall remain in full force and effect and Buyer shall be conclusively presumed to have agreed to purchase the Property without mortgage financing. If the Lender's appraiser does not appraise the Property for the Total Purchase Price then Seller shall have the option in, Seller's sole discretion, to (i) lower the Total Purchase Price to the appraised value and Buyer shall proceed to Closing, or (ii) terminate this Agreement and return the Deposits to Buyer. If Buyer obtains a loan commitment containing any special condition that is not ordinarily contained in typical loan commitments for the Community, Seller, in Seller's sole discretion, may treat Buyer's loan application as having been denied; whereupon, Seller shall have the rights set forth in this Section 4.

4.4 Sale of Other Residence. Unless the Home Sale Contingency Addendum is executed, Buyer represents and warrants that this Agreement and the mortgage loan referenced herein, are not and will not be subject to or contingent upon Buyer's selling and/or closing on the sale of Buyer's present residence or other property. Failure to close on the purchase of the Property will constitute a default by Buyer and the remedies available to Seller for Buyer's default under this Agreement shall apply.

5. Funds. Any funds paid by Buyer under the terms of this Agreement to Seller through a check or cashier's check are accepted by Seller subject to collection. Buyer acknowledges that Seller shall have the right to deposit such check for the Initial Deposit without such action being deemed acceptance of this Agreement. If any such check is not paid by the bank after acceptance of this Agreement, Seller shall have the option to cancel this Agreement and declare Buyer in default. If Buyer provides any check for a Deposit in the form of Canadian currency (a "C$ check"), Seller's depository bank will convert such C$ check into a U.S. dollar amount using its currency procedures and exchange rate then in effect two (2) business days following the date of processing (the "Conversion Date") and the amount of the Deposit to be applied toward the Total Purchase Price shall be equal to the amount received by Seller from the depository bank on the Conversion Date. Seller reserves the right to charge or pass through any currency conversion-related fees or costs to the Buyer at Closing (as hereafter defined). Notwithstanding the foregoing or anything contained in the Agreement to the contrary, the balance of the Total Purchase Price plus all applicable Closing Costs (the "Closing Proceeds") shall be paid to Seller at Closing by wire transfer in immediately available funds or by cashier's check (subject to collection) issued by a bank with a branch in the County where the Property is located. If Buyer delivers all or any portion of the Closing Proceeds in the form of a cashier's check exceeding $25,000.00, then Buyer will not be entitled to possession of the Home until the Closing Proceeds have cleared.

6. Credit Information Authorization. Buyer authorizes Lender to whom Buyer has applied or is in the process of applying for a mortgage loan in connection with this transaction to disclose to Seller the information contained in any loan application, verification of deposit, income and employment, and credit reports or credit related documentation on Buyer. Buyer authorizes Seller to order one or more credit reports from a consumer reporting agency to be used in connection with this transaction. The cost of said report(s) is (are) to be paid by Buyer. Buyer authorizes Seller to forward all copies of all or any portion of such report(s) without interpretation to Lender who (at the request of Buyer) will evaluate a potential extension of credit to Buyer in connection with this transaction. Buyer authorizes Lender, and any credit bureau or other person or entity utilized or engaged by Lender, to obtain one or more consumer reports regarding Buyer and to investigate any information, reference, statement, or data, provided to Lender by Buyer or by any other

person or entity, pertaining to Buyer's credit and financial status. Buyer shall indemnify, defend and hold harmless Seller, its officers, directors, shareholders, employees, agents, contractors, subcontractors and suppliers ("Indemnified Parties"), Lender, and any credit bureau or other person or entity utilized or engaged by Lender or Seller, from and against any deficiencies, losses, liabilities, claims, damages, expenses, obligations, penalties, actions, judgments, awards, suits, costs or disbursements of any kind or nature whatsoever, including attorneys' fees and expenses ("Claims") arising from an investigation of Buyer's credit and financial status.

7. Closing. Without limiting the terms of Section 8, Buyer acknowledges and agrees that Seller has the right in its sole discretion to schedule the date, time and place for the closing of the transaction contemplated by this Agreement ("Closing") and Buyer shall close on such Closing Date (the "Closing Date"). Buyer will be given notice of the Closing Date, time and place by the "Closing Date Notice Period" (as such term is defined in Rider B attached hereto). Seller is authorized to postpone or advance the date of Closing at its discretion. Seller must, however, give Buyer reasonable notice of the new Closing Date. Any notice of Closing may be given verbally, by telephone, telegraph, telex, facsimile, mail, e-mail, or other means of communication at Seller's option. All notices of Closing will be given to Buyer at the address or by use of the telephone number(s) or e-mail address(es) specified on page 1 of this Agreement unless Seller has received written notice from Buyer of any change therein prior to the date notice of Closing is given. Buyer's failure to receive the notice of Closing because Buyer has failed to advise Seller of any changes of address or phone number, or because Buyer has failed to pick up a letter when Buyer has been advised of an attempted delivery or for any other reason, shall not relieve Buyer of Buyer's obligation to close on the scheduled Closing Date, unless Seller otherwise agrees in writing to postpone the Closing Date. To the extent not prohibited by applicable law, if Seller, in its sole discretion, agrees in writing to reschedule the Closing Date at Buyer's request, or because Buyer (if a corporation) has failed to produce all corporate documents requested by Seller, or for any other reason (except for delay required by Seller), then (1) Seller may impose a late charge as liquidated damages for such delay equal to One Hundred Twenty-Five Dollars ($125.00) per day for every day from the original Closing Date through the date that the transaction closes, and (2) Seller may require that prorations be made as of the original Closing Date. Buyer agrees the late charge is appropriate in order to cover Seller's administrative and other expenses resulting from a delay in Closing and that the amount of liquidated damages is fixed and agreed to by the parties as a reasonable estimate of the damages that Seller shall suffer and is not in the nature of a penalty. Seller is not required to agree to reschedule Closing, but Seller may reschedule Closing in Seller's sole discretion.

8. Completion Date. It is expressly agreed by Buyer that notwithstanding anything to the contrary specified herein or verbally represented (including but not limited to Seller's sales representative), any scheduled completion date is a good faith estimate, and Seller makes no promises or representations concerning the date of completion. Buyer agrees that Buyer has not relied, and will not rely upon, any estimated completion date for any purpose whatsoever, including, without limitation, relocation of residence, storage of personal property, or lock-in financing, and Buyer agrees that Seller shall not be liable for any additional costs, expenses or damages whatsoever should the Home not be completed by an estimated completion date. Notwithstanding the foregoing, Seller is required to complete and does agree that the construction of the Home shall be completed not later than two (2) years from the date of Buyer's execution of this Agreement. If construction is delayed by any event recognized by the law of the state in which the Home is located as a defense to a contract action for non-performance or a delay in performance, then the date of completion shall be extended by the delay period. It is the express intent of the parties that the parties' rights and obligations under this Agreement be construed in the manner necessary to exempt this Agreement and the sale of the Property from registration under the Interstate Land Sales Full Disclosure Act, and both Buyer and Seller hereby expressly waive any right or provision of this Agreement that would otherwise preclude such exemption.

9. Casualty Before Closing. If the Property is damaged by fire, act of terrorism or other casualty before Closing and the cost of restoration does not exceed three percent (3%) of the Total Purchase Price and repairs will not substantially delay Closing, Seller shall repair the damage and Closing shall proceed pursuant to the terms of this Agreement. If the cost of restoration exceeds three percent (3%) of the Total Purchase Price or the repairs would substantially delay Closing, Buyer shall have the option to: (1) terminate this Agreement and receive a refund of the Deposit made by Buyer to Seller, in which event both parties shall be released from all obligations under this Agreement, or (2) have Seller repair the damage as soon as reasonably possible, and Closing shall be extended until such repair or rebuilding is complete.
Notwithstanding the foregoing, if all or a portion of the Property is damaged by fire, act of terrorism or other casualty and (1) the plans, specifications or construction materials for the Property must be materially modified in order to repair or reconstruct the Property, or (2) the repair or reconstruction of the Property substantially in accordance with the plans and specifications is rendered impossible by any cause recognized by the law of the state in which the Property is located as a defense to a contract action for non-performance, then Seller shall have the right to terminate this Agreement and Buyer shall receive a refund of the Deposit made by Buyer to Seller in which event both parties shall be released from all obligations under this Agreement.

10. Deed. Seller shall convey title to Buyer at Closing by delivery to Buyer of a General Limited Warranty Deed (the "Deed") describing the Property, which Deed shall convey title to Buyer subject to all matters described in this Agreement.

11. Closing and Title Matters. Title to the Property to be delivered to Buyer at Closing will be marketable and insurable, subject only to the following matters:

11.1 Title to the Property shall be subject to the following: (1) zoning, building codes, bulkhead laws, ordinances, regulations, rights or interests vested in the United States of America or the state in which the Community is located; (2) real estate taxes and other taxes for the year of conveyance and subsequent years including taxes or assessments of any special taxing or community development district (including assessments relating to capital improvements and bonds); (3) the general printed exceptions contained in an owner's title insurance policy; (4) utility easements, sewer agreements, telephone agreements, cable agreements, telecommunications agreements, monitoring agreements, restrictions and reservations common to any plat affecting title to the Property; (5) matters that would be disclosed by an accurate survey or inspection of the Property; (6) the Documents; (7) any laws and restrictions, covenants, conditions, limitations, reservations, agreements or easements recorded in the public records for the County (for example, use limitations and obligations, easements (right-of-way) and agreements relating to telephone, gas or electric lines, water and sewer lines and drainage, provided they do not prevent use of the Property for single family residential purposes); (8) minor encroachments on easements that do not substantially interfere with an easement holder's interest in the Property; and (9) acts done or suffered by Buyer and any mortgage or deed of trust obtained by Buyer for the purchase of the Property. It is Buyer's responsibility to review and become familiar with each of the foregoing title matters, some of which are covenants running with the land. If any title defects are discovered by Buyer after Closing, Buyer's sole remedy shall be to make a claim to Buyer's title insurer.

11.2 Seller shall convey title to Buyer at Closing by delivery to Buyer of the Deed, which shall convey title to Buyer subject to all matters described in Section 11.1 of this Agreement. Any such matters omitted from the Deed shall nevertheless be deemed to be included in the Deed.

11.3 Seller shall provide an affidavit complying with the Foreign Investment in Real Property Tax Act of 1980, as amended, upon written request of Buyer.

11.4 Seller may not own title to the Property as of the date of this Agreement or at Closing. However, Seller shall obtain title to the Property on or before the Closing Date or effect the necessary transfer of title on or before the date when Seller causes title to be transferred to Buyer.

11.5 If Seller cannot provide marketable and insurable title as described above, such failure shall not be an event of default and Seller will have a reasonable period of time (at least one hundred and twenty (120) days from the date of the scheduled Closing Date) to attempt to correct any defects in title; provided, however, Seller shall not be obligated to incur any expense, nor institute any litigation, to clear title to the Property. If Seller cannot or elects not to correct the title defects, Seller shall so notify Buyer within such period, and Buyer may thereafter elect (by written notice from Buyer to Seller) one of the following two (2) options: (1) to accept title in the condition offered (with defects) and pay the balance of the Total Purchase Price for the Property (without set off or deduction therefor), thereby waiving any claim with respect to such title defects and Buyer will not make any claims against Seller because of the title defects; or (2) to terminate this Agreement and receive a full refund of the Deposit deposited hereunder. If all such amounts are refunded, Buyer agrees to accept it as full payment of Seller's liability hereunder, whereupon this Agreement shall be terminated and Seller shall thereafter be relieved and released of all further liability hereunder. Buyer shall not thereafter have any rights to make any additional claims against Seller. In the event Buyer does not notify Seller in writing within five (5) calendar days from the receipt of Seller's notice (time being strictly of the essence) as to which option Buyer elects, Buyer shall be conclusively presumed to have elected option (1) set forth above in this subsection.

11.6 The acceptance of the Deed by Buyer shall be deemed to be full performance and discharge of every agreement and obligation on the part of Seller to be performed pursuant to this Agreement, except those which are herein specifically deemed to survive Closing or which may survive by operation of law, if any.

11.7 Title to the Property will be deemed marketable if an owner's policy is issued with standard exceptions.

11.8 All of the terms of this Section 11 shall survive Closing and the delivery of the Deed.

12. Closing Costs. The respective responsibilities of Buyer and Seller for all costs, prorations and fees payable at Closing (the "Closing Costs") are shown in Rider B attached hereto.

13. Site and Substitutions. The materials, equipment and fixtures included in and to be used in constructing the Home will be substantially the same as or similar in quality to those described in the applicable plans and specifications (except as to extras, options and/or upgrades).

13.1 Changes to Plans and Specifications.

13.1.1 Industry Practice. It is widely observed construction industry practice for pre-construction plans and specifications for any home or building to be changed and adjusted from time to time in order to accommodate on-going site conditions and in the field construction factors. These changes and adjustments are essential in order to permit all components of the Home to be integrated into a well-functioning and aesthetically pleasing product in an expeditious manner. Based on the foregoing, Buyer acknowledges that such changes and adjustments may occur and agrees that it is reasonable and to Buyer's benefit to allow Seller the flexibility to make such changes and adjustments to the Home.

13.1.2 Seller's Absolute Right to Make Modifications to Plans and Specifications. Seller has the absolute right to make modifications to the plans and specifications for the Home. Without limiting the generality of the foregoing, Buyer specifically agrees that changes in the dimensions of rooms and patios, entrances and terraces, if applicable, and changes in room size, in the locations of windows, doors, walls, partitions, utility lead-ins and outlets (including, but not limited to, electrical, cable television, and telephone), air-conditioning components, lighting fixtures and electrical panel boxes may be made by Seller in its sole discretion, provided however that changes in the layout and dimensions of the Home shall not substantially affect the value of the Home. Such changes may also include, but are not limited to, changes in the building location, setbacks and facing, the building's external configuration, its structural components, its finishes and the landscaping associated therewith.

13.1.3 Buyer's Acceptance of Actual Floor Plan. Buyer further understands and acknowledges that many of the Homes to be constructed within the Community require floor plans which are opposite (i.e. flipped) mirror images of the model floor plan and Buyer fully understands and accepts the floor plan configuration for the Home and improvements to be constructed within the Home.

13.1.4 No Warranty for Plans and Specifications on File. Buyer further acknowledges and agrees that (1) the plans and specifications of the Home and the Community on file with the applicable governmental authorities may not be identical in detail to Seller's plans and specifications, and (2) because of the day-to-day nature of the changes described in this Section 13, the plans and specifications on file with the applicable governmental authorities may not include some or any of these changes (there being no legal requirement to file all changes with such authorities). As a result of the foregoing, Buyer and Seller both acknowledge and agree that the Home and the Community may not be constructed in accordance with the plans and specifications on file with the applicable governmental authorities. Without limiting the generality of the provisions of Rider B attached hereto, Seller disclaims and Buyer waives any and all express or implied warranties that construction will be accomplished in compliance with such plans and specifications. Seller has not given and Buyer has not relied on or bargained for any such warranties. In furtherance of the foregoing, in the event of any conflict between the actual construction of the Home and/or the

1-2-10 SINGLE-FAMILY WARRANTY

Dear Homebuyer(s):

Congratulations on the purchase of your new Lennar Home.

As part of Lennar's commitment to quality, value and integrity, your Home is covered by a limited one-year warranty on workmanship, a limited two-year warranty on systems and a limited 10-year warranty on structural elements (also known as the "Lennar Limited Warranty" or "Limited Warranty").

The Lennar Limited Warranty is detailed in this document as to the scope of your Warranty coverage. Please take the time to become familiar with this Warranty document and read it in its entirety. It defines our responsibilities to you, and your responsibilities to your Home. Please keep in mind that the proper maintenance of your Home is vital, and if you do not perform the required maintenance on your Home on a regular basis, it can and will limit your Warranty rights.

While we are confident that Lennar can resolve any Warranty items to your satisfaction, **you should be aware that this Limited Warranty includes a requirement that all disputes be submitted to binding arbitration.**

Lennar is happy to answer any questions that you have about your Lennar Limited Warranty or specific construction standards and how they apply to your Home. However, please know that the content of this Warranty Booklet controls Lennar's obligations to you and your Home to the extent that there may be any differences between the content of this document and your conversations with any of our Lennar Associates.

Congratulations again - and enjoy your new Home!

EXHIBIT
8

1-2-10 SINGLE-FAMILY WARRANTY

EXPRESS LIMITED WARRANTY- THE "LENNAR LIMITED WARRANTY"

Under the Lennar Limited Warranty, the seller of your home ("Lennar") commits that the components of your Home will perform to the standards listed in this Warranty Booklet. Specific components of your Home are covered for either one, two or ten years under the Lennar Limited Warranty, and Lennar's obligations are expressly limited to those standards and for only those time periods as explained below. Please take the time to review the section titled "What Is Not Covered By The Lennar Limited Warranty" which lists those items excluded from the Lennar Limited Warranty. The Lennar Limited Warranty commences on the date of closing of the original purchase of the Home (the "Closing Date"). The protection periods provided below are referred to in the Lennar Limited Warranty as "Warranty Terms."

WORKMANSHIP PROTECTION FOR YEAR 1.

For one year from the Closing Date, Lennar warrants that the components of the Home set forth in the Workmanship Standards found on pages 14 to 52 of this Warranty Booklet will perform in accordance with those Workmanship Standards. If a component is not specifically listed in the Workmanship Standards, then it is not warranted under the Lennar Limited Warranty or otherwise. If a component is performing in accordance with the Workmanship Standards, then Lennar has no further obligations under the Lennar Limited Warranty. Lennar reserves the sole right to determine the repairs and or replacements necessary to meet the Workmanship Standards. Please note that a limited number of items in the Workmanship Standards are subject to a one-time repair obligation.

SYSTEMS PROTECTION FOR YEARS 1-2.

For two years from the Closing Date, Lennar warrants that the components of the Home set forth in the Systems Standards found on pages 53 to 54 of this Warranty Booklet will perform in accordance with those Systems Standards. If a component is not specifically listed in the Systems Standards, then it is not warranted under the Lennar Limited Warranty or otherwise. If a component is performing in accordance with the Systems Standards, then Lennar has no further obligations under the Lennar Limited Warranty. Lennar reserves the sole right to determine the repairs and/or replacements necessary to meet the Systems Standards.

STRUCTURAL PROTECTION FOR YEARS 1 THROUGH 10.

For ten years from the Closing Date, Lennar warrants that the structural components of the Home set forth in the Structural Components Standards found on page 55 of this Warranty Booklet will perform in accordance with those Structural Standards. If a component is not specifically listed in the Structural Standards, then it is not warranted under the Lennar Limited Warranty or otherwise. If a structural component is performing in accordance with those Structural Standards, then Lennar has no further obligations under the Lennar Limited Warranty. Lennar reserves the sole right to determine the repairs and/or replacements necessary to meet the Structural Standards and may, at its sole election, implement repairs in phases to determine if structural components can be stabilized as part of meeting its obligations under the Structural Standards.

TRANSFERABILITY

All of your rights and obligations under the Lennar Limited Warranty shall, unless previously released by you or your successor, fully transfer to each successor owner of the Home, including any mortgagee in possession, for the remainder of the applicable Warranty Term and any transfer shall in no way affect, increase or reduce the coverage under the Lennar Limited Warranty for its unexpired term. If you sell your Home during the Warranty Term, you agree to give this Warranty Booklet to the successor owner to inform the successor owner of warranty rights and to otherwise make it possible for the successor owner to fulfill the successor owner's obligations under the terms of the Lennar Limited Warranty. **If you are an owner other than the original purchaser of the Home, you are bound by all the terms and conditions of the Lennar Limited Warranty including, but not limited to, claims procedures and the requirement to submit any disputes that may arise under the Lennar Limited Warranty to binding arbitration.**

REQUESTING LENNAR LIMITED WARRANTY SERVICE

If you believe that a component of your Home is not performing to the Lennar Limited Warranty standards during the applicable Warranty Term, you must send the appropriate Notice of Workmanship/Systems Claim Form or Notice of Structural Claim Form (located at this back of this booklet)("Notice of Claim") to Lennar.

The Notice of Claim must list the specific warranty claim and the date that you first observed the condition that is the subject of the claim. You must notify Lennar of any observed component that you believe is not performing to Lennar Limited Warranty standards as soon as possible and in no event later than the date the applicable warranty expires, by sending the Notice of Claim to the appropriate Customer Care office.

We must receive your Notice of Claim not later than thirty (30) days after the applicable Workmanship, Systems or Structural Warranty expires or we will have no further obligation to you under the Lennar Limited Warranty. Lennar is not responsible for repairs or any other costs or expenses (including, but not limited to, attorneys' fees and engineers' fees) incurred by you prior to the date you give Lennar a Notice of Claim. In the event that you fail to notify us and give us the opportunity to inspect and repair the conditions giving rise your claim, Lennar will not be responsible for any repairs or any other costs or expenses (including, but not limited to, attorneys' and engineers' fees) you incur to address the claim.

We will respond to a timely Notice of Workmanship or System Claim within thirty (30) days and complete any warranted repairs within sixty (60) days of receipt of your written Notice of Claim to us unless (i) you or other events beyond our reasonable control delay our completion (including a failure to allow prompt inspections of your home), or (ii) the condition reasonably requires more than sixty (60) days to properly repair. If we determine that any of the Workmanship or Systems items you report to us are not covered by the Lennar Limited Warranty, we will endeavor to advise you in writing within (30) thirty days of our determination of no coverage.

Additional time may be required for us to assess structural claims and evaluate our response. As such, we will respond to any Notice of Structural Claim within (60) days of receipt of your written Notice of Structural Claim unless you or other events beyond our control delay our response (including a failure to allow prompt inspections of your home). Additional time may be required to investigate, design, implement and/or complete structural repairs beyond the (60) days by which we commit to complete Workmanship/Systems repairs. If we determine that any of the Structural Items you report to us are not covered by the Lennar Limited Warranty, we will endeavor to advise you in writing within (30) thirty days of our determination of no coverage.

Investigation of claims often requires inspection of the Home, and under certain circumstances, invasive testing might be needed. We may request additional documents or information from you, and you agree as part of the Lennar Limited Warranty to fully cooperate with the investigation of your claim. By submitting a Notice of Claim, you agree to grant Lennar and/or their representatives prompt and complete access to your Home during normal business hours of 8 a.m. to 5 p.m. to inspect, repair and conduct tests in your Home as we may deem necessary. If you refuse to allow us access to your Home, such denial of access shall void the Lennar Limited Warranty with respect to your claim.

Lennar reserves the option to repair, replace or pay you the reasonable cost of repair or replacement for any warranted and covered claim. Prior to Lennar undertaking repairs, replacement or payment, you agree to assign to Lennar all claims you may have against any other person or entity who Lennar or you believe may have any responsibility associated with the warranted and covered claim.

If you believe that we have not met our obligations under the Lennar Limited Warranty, you may seek resolution of any claim you may have pursuant to the mediation/arbitration provisions set forth in the following section of the Warranty Booklet.

MEDIATION/ARBITRATION OF DISPUTES

The terms "Buyer" and "Seller" as used in this section of your warranty shall have the same meaning as set forth in your Purchase and Sale Agreement. By purchasing a Lennar home and receiving this warranty, Buyer specifically agrees that this transaction involves interstate commerce and that any Dispute (as hereinafter defined) shall first be submitted to mediation and, if not settled during mediation, shall thereafter be submitted to binding arbitration as provided by the Federal Arbitration Act (9 U.S.C. §§1 et seq.) and not by or in a court of law or equity. "**Disputes**" (whether contract, warranty, tort, statutory or otherwise), shall include, but are not limited to, any and all controversies, disputes or claims (1) arising under, or related to, your Purchase and Sale Agreement, the Property, the Community or any dealings between Buyer and Seller; (2) arising by virtue of any representations, promises or warranties alleged to have been made by Seller or Seller's representative; and (3) relating to personal injury or property damage alleged to have been sustained by Buyer, Buyer's children or other occupants of the Property, or in the Community. Buyer has executed this Agreement on behalf of his or her children and other occupants of the Property with the intent that all such parties be bound hereby. Any Dispute shall be submitted for binding arbitration within a reasonable time after such Dispute has arisen. Nothing herein shall extend the time period by which a claim or cause of action may be asserted under the applicable statute of limitations or statute of repose, and in no event shall the Dispute be submitted for arbitration after the date when institution of a legal or equitable proceeding based on the underlying claims in such Dispute would be barred by the applicable statute of limitations or statute of repose.

Any and all mediations commenced by Buyer and Seller shall be filed with and administered by the American Arbitration Association or any successor thereto ("**AAA**") in accordance with the AAA's Home Construction Mediation Procedures in effect on the date of the request. If there are no Home Construction Mediation Procedures currently in effect, then the AAA's Construction Industry Mediation Rules in effect on the date of such request shall be utilized. Unless mutually waived in writing by the parties, submission to mediation is a condition precedent to either party taking further action with regard to any matter covered hereunder.

If the Dispute is not fully resolved by mediation, the Dispute shall be submitted to binding arbitration and administered by the AAA in accordance with the AAA's Home Construction Arbitration Rules in effect on the date of the request. If there are no Home Construction Arbitration Rules currently in effect, then the AAA's Construction Industry Arbitration Rules in effect on the date of such request shall be utilized. Any judgment upon the award rendered by the arbitrator may be entered in and enforced by any court having jurisdiction over such Dispute. If the claimed amount exceeds $250,000.00 or includes a demand for punitive damages, the Dispute shall be heard and determined by three arbitrators; however, if mutually agreed to by the parties, then the Dispute shall be heard and determined by one arbitrator. Arbitrators shall have expertise in the area(s) of Dispute, which may include legal expertise if legal issues are involved. All decisions respecting the arbitrability of any Dispute shall be decided by the arbitrator(s). At the request of either Buyer or Seller, the award of the arbitrator(s) shall be accompanied by detailed written findings of fact and conclusions of law. Except as may be required by law or for confirmation of an award, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.

The waiver or invalidity of any portion of this Section shall not affect the validity or enforceability of the remaining portions of this Section. Buyer and Seller further agree (1) that any Dispute involving Seller's affiliates, directors, officers, employees and agents shall also be subject to mediation and arbitration as set forth herein, and shall not be pursued in a court of law or equity; (2) that Seller may, at its sole election, include Seller's contractors, subcontractors and suppliers, as well as any warranty company and insurer as parties in the mediation and arbitration; and (3) that the mediation and arbitration will be limited to the parties specified herein.

To the fullest extent permitted by applicable law, Buyer and Seller agree that no finding or stipulation of fact, no conclusion of law, and no arbitration award in any other arbitration, judicial, or similar proceeding shall be given preclusive or collateral estoppel effect in any arbitration hereunder unless there is mutuality of parties. In addition, Buyer and Seller further agree that no finding or stipulation of fact, no conclusion of law, and no arbitration award in any arbitration hereunder shall be given preclusive or collateral estoppel effect in any other arbitration, judicial, or similar proceeding unless there is mutuality of parties.

Unless otherwise recoverable by law or statute, each of Buyer and Seller shall bear its own costs and expenses, including attorneys' fees and paraprofessional fees, for any mediation and arbitration. Notwithstanding the foregoing, if Buyer or Seller unsuccessfully contests the validity or scope of arbitration in a court of law or equity, the noncontesting party shall be awarded reasonable attorneys' fees, paraprofessional fees and expenses incurred in defending such contest, including such fees and costs associated with any appellate proceedings. In addition, if Buyer or Seller fails to abide by the terms of a mediation settlement or arbitration award, the other party shall be awarded reasonable attorneys' fees, paraprofessional fees and expenses incurred in enforcing such settlement or award.

Buyer may obtain additional information concerning the rules of the AAA by visiting its website at www.adr.org or by writing the AAA at 335 Madison Avenue, New York, New York 10017.

Seller supports the principals set forth in the Consumer Due Process Protocol developed by the National Consumer Dispute Advisory Committee and agrees to the following:

Notwithstanding the requirements of arbitration stated in this Agreement, Buyer shall have the option, after pursuing mediation as provided herein, to seek relief in a small claims court for disputes or claims within the scope of the court's jurisdiction in lieu of proceeding to arbitration. This option does not apply to any appeal from a decision by a small claims court.

Seller agrees to pay for one (1) day of mediation (mediator fees plus any administrative fees relating to the mediation). Any mediator and associated administrative fees incurred thereafter shall be shared equally by the parties.

The filing fees and case service fees for any claim pursued via arbitration shall be apportioned as provided in the Home Construction Arbitration Rules of the AAA or other applicable rules. The fees of the arbitrator(s) shall be shared equally by the parties.

Notwithstanding the foregoing, if either Seller or Buyer seeks injunctive relief, and not monetary damages, from a court because irreparable damage or harm would otherwise be suffered by either party before mediation or arbitration could be conducted, such actions shall not be interpreted to indicate that either party has waived the right to mediate or arbitrate. The right to mediate and arbitrate should also not be considered waived by the filing of a counterclaim by either party once a claim for injunctive relief had been filed with a court.

WHAT'S NOT COVERED BY YOUR LENNAR LIMITED WARRANTY

In addition to other limitations and exclusions set forth in this Lennar Limited Warranty and the accompanying Workmanship, Systems and Structural Standards, the Lennar Limited Warranty does not provide coverage for the following items, which are specifically excluded:

1. Damage to any property, fixture, structure, improvement or appurtenance that was not constructed by Lennar. You shall be responsible for paying any costs required to remove such property, fixture, structure, improvement or appurtenance if Lennar deems it reasonably necessary to address a warranty claim.

2. Damage to land, landscaping (including sodding, seeding, shrubs, trees and planting), sprinkler systems, outbuildings, carports, or any other appurtenant structure or attachment to the dwelling, or other additions or improvement not a part of your Home;

3. Loss or damage which arises while your Home is being used primarily for nonresidential purposes;

4. Damages caused by changes in the level of the underground water table which were not reasonably foreseeable at the time of construction of your Home;

5. Loss of use of all or a portion of your Home;

6. This warranty does not apply to any manufactured item such as appliances, fixtures, equipment (except as specifically defined in the Workmanship, Systems and Structural Standards) or any other item which is covered by a manufacturer's warranty, nor does it cover conditions that are caused by failure of any such manufactured item. Appliances and items of equipment not covered by this limited warranty, include but are not limited to: air conditioning units, attic fans, boilers, burglar alarms, carbon monoxide detectors, ceiling fans, central vacuum systems, chimes, dishwashers, dryers, electric meters, electronic air cleaners, exhaust fans, fire alarms, fire protection sprinkler systems, freezers, furnaces, garage door openers, garbage disposals, gas meters, gas or electric grills, heat exchangers, heat pumps, humidifiers, intercoms, oil tanks, outside lights or motion lights not attached to the Home, range hoods, ranges, refrigerators, sewage pumps, smoke detectors, solar collectors, space heaters, sump pumps, thermostats, trash compactors, washers, water pumps, water softeners, water heaters, whirlpool baths, and whole house fans. Please note that the Workmanship, Systems and Structural Standards include reference to some items covered by this paragraph but the inclusion of those items in the Workmanship, Systems and Structural Standards is not intended to limit this exclusion. **Any equipment failure covered by this paragraph is excluded from the Lennar Limited Warranty and covered only by a manufacturer's warranty, if any.**

7. Any condition which has not resulted in actual physical damage to your Home;

8. Any loss or damage that is caused or made worse by any of the following causes, whether acting alone or in sequence or concurrence with any other cause or causes whatsoever, including without limitation, negligence on the part of any person:

   a. Negligence, defective material or work supplied by, or improper operation by, anyone including you or your family other than Lennar or its employees, agents or subcontractors, including failure to comply with the warranty requirements of manufacturers of appliances, equipment or fixtures;

   b. Change of the grading of the ground that alters the original grade or flow of water at your Home, or does not comply with accepted grading practices;

   c. Riot or civil commotion, war, vandalism, hurricane, tornado or other windstorm, fire, explosion, blasting, smoke, water escape, tidal wave, flood, hail, snow, ice storm, lightning, falling trees or other objects, aircraft, vehicles, mudslide, avalanche, earthquake, volcanic eruption or Acts of God;

d. Abuse of your Home, or any part thereof;

e. Microorganisms, fungus, decay, wet rot, dry rot, soft rot, rotting of any kind, mold, mildew, vermin, termites, insects, rodents, birds, wild or domestic animals, plants, corrosion, rust, radon, radiation, formaldehyde, asbestos, any solid, liquid or gaseous pollutant, contaminant, toxin, irritant or carcinogenic substance, whether organic or inorganic, and electromagnetic field or emission, including any claim of health risk or uninhabitability based on any of the foregoing;

f. Your failure to minimize or mitigate any defect, condition, loss or damage as soon as practicable;

9. Any loss or damage caused by buried debris (unless such debris was buried by Lennar or its employees, agents or subcontractors), underground springs, sinkholes, mineshafts or other subsurface anomalies;

10. Any request for warranty performance submitted after an unreasonable delay from notice of the condition or, in any event, later than thirty (30) days after the expiration of the applicable Warranty Term;

11. Conditions consistent with or caused by normal wear and tear, including normal wear and tear caused by weather and/or other environmental conditions;

12. Any condition caused by the homeowner's failure to properly maintain the home; or

13. Any and all exclusions set forth in the Workmanship, Systems and Structural Standards.

LIMITATIONS ON LENNAR LIMITED WARRANTY

Homeowner obligations. You are obligated to care for your Home in such as way as to prevent or minimize damage to it and to properly maintain the Home. You should be aware that all homes go through a period of settlement and movement. During this period, your Home or components of your Home may experience some material shrinkage, cracking and other events which are normal and customary. Remember that you are responsible for proper maintenance of your Home including maintaining the original grades around your Home, planting trees and shrubs at a proper distance from your Home and conforming to generally accepted landscape practices for your region. Changing the drainage and grading patterns or trapping water near your home as a result of homeowner changes in grades and landscaping may cause damage to your foundation.

Disclaimer of Implied Warranties. Except as prohibited by laws of the state in which the Home is located, all other warranties, express or implied, including but not limited to any implied warranty of habitability, are hereby expressly disclaimed and waived. The terms of the Lennar Limited Warranty shall not be added to or varied either orally or in writing, and you agree to immediately notify Lennar if you believe any employee or agent of Lennar has added to or varied, either orally or in writing, the terms of the Lennar Limited Warranty. Such notification shall not be deemed as a modification of the agreement regardless of whether Lennar responds to the notice either verbally or in writing. In the event that any provision of the Lennar Limited Warranty is determined to be unenforceable in your state, such determination shall not affect the validity of the remaining provisions of the Lennar Limited Warranty.

Cap on Lennar Limited Warranty. Lennar's total financial obligations under the Lennar Limited Warranty are limited to the original sales price of your Home. This cap is calculated based on the cumulative total of all repairs, replacements or payments made during the Lennar Limited Warranty. Our costs of designing, accomplishing and monitoring repair to your Home are included in this cumulate total.

Consequential Damages Not Covered. Lennar shall not be liable for, and you expressly waive recovery of, any consequential damages that may result from the condition of any component of the Home, including but limited to: any diminution in value of the Home before or after repairs are performed; lost profits; damages to personal property; any personal injury of any kind including physical or mental pain and suffering and emotional distress, and any medical or hospital expenses; costs of food, moving and storage, relocation expenses, or rental value of the Home or any other costs due to loss of use, inconvenience or annoyance during repairs. Lennar will, however, reimburse you for reasonable costs of temporary hotel accommodations and a reasonable daily food allowance for such period of time that the repairs required by the claim are so extensive that you cannot reasonably reside in the Home during the repairs.

Other Coverage. Lennar shall not be responsible for, and the Lennar Limited Warranty shall not cover, any damages, costs or expenses that are covered by your homeowners' insurance or other insurance, government, or third party reimbursement programs. To the extent permitted by law, Buyer and Buyer's insurance carrier waive any right of subrogation that Buyer or its insurance carrier may have in relation to any claim that may be made under this Warranty.

Not an Insurance Policy. The Lennar Limited Warranty is **not an insurance policy** and Lennar does not provide you any insurance through the Lennar Limited Warranty or otherwise. You should always obtain homeowner's insurance to protect your Home, and your bank or other mortgage provider may require homeowner's insurance if you have a mortgage.

Discretion to Repair, Replace or Make Payment. Lennar reserves the option, at its sole discretion, to repair, replace or pay you the reasonable cost of repair or replacement for any claim made under this Lennar Limited Warranty. The design method and manner of any repair shall also be at Lennar's sole discretion.

Warranty Terms Not Extended. The warranty terms of the Lennar Limited Warranty shall not be extended by any repair, replacement or payment made under the Lennar Limited Warranty. There shall be no warranty, express or implied, arising from repair or replacement work performed by or on behalf of Lennar except for the remaining original warranty term.

Limitations on Structural Repairs. Structural repairs are limited to only those (i) repairs of damage to load-bearing portions of your Home that are necessary to restore their load-bearing function; (ii) repair of those non-load bearing

portions damaged by the condition that gives rise to the claim and whose repair is necessary to make your Home safe, sanitary or otherwise livable; and (iii) repair and cosmetic correction of only those surfaces, finishes and coverings, original to the Home, that were damaged by the condition giving rise to the claim or by the repair of the condition giving rise to the claim.

Limitations on Post-Repair Condition of Home. Repairs undertaken under the Lennar Limited Warranty are intended to restore the Home to approximately the same condition as existed prior to the claim, but not necessarily to like-new condition.

Previously Known Conditions. The Lennar Limited Warranty covers only those conditions which first occur during the term of the Lennar Limited Warranty. In addition, any conditions you knew about prior to the Effective Date of Lennar Limited Warranty such as items identified in the "walk-through," "punch-list," or in the case of a previously owned home, conditions that were identified on a home inspection report or were apparent through any reasonable inspection are not covered by the Lennar Limited Warranty.

STATE OF SOUTH CAROLINA

COUNTY OF BERKELEY

IN THE COURT OF COMMON PLEAS

CASE NO.: 2014-CP-08-02424

PATRICIA DAMICO, AND LENNA LUCAS, Individually and on behalf of all other similarly situated, JOSHUA AND BRETTANY BUETOW, EDWARD AND SYLVIA DENGG, JONATHAN AND THERESA DOUGLASS, ANTHONY AND STACEY RAY, DANNY AND ELLEN DAVIS MORROW, CZARA AND CHAD ENGLAND, BRYAN AND CYNTHIA CAMARA, AND MATTHEW COLLINS,

Plaintiffs,

v.

LENNAR CAROLINAS, LLC, SPRING GROVE PLANTATION DEVELOPMENT, INC., MANALE LANDSCAPING, LLC, SUPER CONCRETE OF SC, INC., SOUTHERN GREEN, INC. TJB TRUCKING/LEASING, LLC, PARAGON SITE CONSTRUCTORS, INC., CIVIL SITE ENVIRONMENTAL AND RICK BRYANT, Individually.

Defendants.

LENNAR CAROLINAS, LLC,

Third-Party Plaintiff,

THE EARTHWORKS GROUP, INC., VOLKMAR CONSULTING SERVICES, LLC, GEOMETRICS CONSULTING, LLC, LAND/SITE SERVICES, INC., MYERS LANDSCAPING, INC., A.C. & A. CONCRETE, INC., KNIGHT'S CONCRETE PRODUCTS, INC., KNIGHT'S REDI-MIX, INC., COASTAL CONCRETE SOUTHEAST, LLC,

LENNAR CAROLINAS, LLC'S REPLY TO PLAINTIFFS' OPPOSITION TO THE AMENDED MOTION TO COMPEL ARBITRATION

COASTAL CONCRETE SOUTHEAST II, LLC, GUARANTEED FRAMING, LLC, OZZY CONSTRUCTION, LLC, CONSTRUCTION APPLICATORS CHARLESTON, LLC, LA NEW ENTERPRISES, LLC, DÉCOR CORPORATION, DVS, INC., RAUL MARTINEZ MASONRY, LLC, ALPHA OMEGA CONSTRUCTION GROUP, INC., SOUTH CAROLINA EXTERIORS, LLC, BUILDERS FIRSTSOURCE-SOUTHEAST GROUP, LLC, AND LOW COUNTRY RENOVATIONS AND SIDING, LLP,

Third-Party Defendants.

DÉCOR CORPORATION,

Fourth Party Plaintiff,

v.

BARANOV FLOORING, LLC, DJ CONSTRUCTION SERVICES, LLC, CREATIVE WOOD FLOORS, LLC, GERALDO CUNHA, EBENEZER FLOORING, LLC, ENMANUEL FLOORING AND SIDING, LLC, EUSI FLOORING AND COVERING, LLC, NICOLAS FLORES, ALEXANDER MARTINEZ, ISIDRU MEJIA, JUAN PEREZ SON, ERNESTO M. PEREZ, N&B CONSTRUCTION, LLC, JOSE DIAS RODRIGUES, LIVIA SOUSA, JOSE BETIO PEREIRA, JOSE PAZ CASTRO HERNANDEZ, DIVINIO APERECIDO CORGOSINHO, RICARDO CHICHE, CEBS CONSTRUCTION, BAYSHORE SIDING AND FLOORING, SEBASTIO LUIZ DE ARAUJO, AND JOHN DOES 1-4,

Fourth-Party Defendants.

Plaintiffs ask this Court to (1) decline to enforce valid arbitration agreements covering claims arising from the construction of their residences; (2) overlook binding federal and state arbitration law and the nature of the underlying dispute; and (3) expand the unconscionability doctrine well beyond its existing bounds and contrary to precedent from the United States Supreme Court and the South Carolina Supreme Court. This Reply Memorandum of Lennar Carolinas, LLC ("Lennar") submitted in support of the Amended Motion to Compel Arbitration sets forth the numerous reasons Plaintiffs arguments fail under the applicable law and Plaintiffs should be compelled to submit their claims to final, binding arbitration.[1]

As an initial matter, Plaintiffs' Memorandum only contests the validity and enforceability of the arbitration provision in Lennar's Limited Warranty. However, that arbitration provision is only one of four arbitration provisions that cover Plaintiffs' claims in this case. In addition to the Limited Warranty, binding, enforceable arbitration provisions are located in the Purchase and Sale Agreements between Plaintiffs and Lennar, the declaration of covenants applicable to Plaintiffs' residences, and the deeds conveying the residences to Plaintiffs.

I. The FAA Governs the Arbitration Agreements

Contrary to Plaintiffs' assertions, the FAA applies and governs the arbitration agreements between Plaintiffs and Lennar for two independent reasons either of which is sufficient to establish

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[1] , Plaintiffs' Memorandum in Opposition to the Motion to Compel Arbitration contains a number of misstatements of relevant facts which require correction including stating that Lennar moves to compel arbitration of only a subset of Plaintiffs. (Pls.' Memo. in Opp'n to Mot. to Compel 4.) Lennar moves to compel arbitration of all of Plaintiffs' claims as set forth in Lennar's Amended Motion to Compel Arbitration. Among other examples, Plaintiffs' Memorandum also states that Plaintiffs' residences are "termite infested." (Pls.' Memo. in Opp'n to Mot. to Compel 5.) Plaintiffs have not made any allegations of termite damage and when defendants conducted limited visual inspections of Plaintiffs' residences in February during the notice and opportunity to cure period, Plaintiffs did not mention termites. The exact nature and scope of Plaintiffs' claims remain unclear at this point because Plaintiffs have not yet provided a preliminary expert report despite this case having been pending for nearly one and a half years.

that the FAA applies. First, the arbitration provision explicitly provides that it is governed by the FAA, and as the United States Supreme Court and the South Carolina Supreme Court have held, where an arbitration agreement specifies the applicable law, that law applies regardless of whether the agreement involves intrastate or interstate commerce. Plaintiffs fail to address the contractual term providing for the application of the FAA, and the Court need not look any further to find that the FAA applies.

Second, even were it necessary to address Plaintiffs' argument regarding whether Lennar's contracts with Plaintiffs involve interstate or intrastate commerce, Plaintiffs' argument in that respect fails. Plaintiffs' argument purports to rest on the *Bradley v. Brentwood* decision. Such reliance is misplaced because that decision in fact supports compelling arbitration where, as here, the contracts are for the *construction* and sale of single-family residences, and not for the sale of a completed residence as in *Bradley*.

A. The FAA Applies Per the Terms of the Arbitration Agreement

The arbitration provision in the Purchase and Sale Agreements entered into between Lennar and Plaintiffs provides: "The parties to this Agreement specifically agree . . . that any Dispute . . . if not settled during mediation, shall thereafter be submitted to binding arbitration as provided by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.)." Accordingly, because the arbitration provision in the contracts specifies the FAA as the applicable law, the FAA governs.

Where an arbitration agreement selects the FAA or a state arbitration statute as the applicable law, that law governs regardless of whether the contract involves intrastate or interstate commerce. This principle has repeatedly been recognized by the United States Supreme Court and the South Carolina Supreme Court. In *Volt Information Sciences, Inc. v. Board of Trustees of Leland Stanford Jr. University*, the United States Supreme Court addressed the impact of parties'

choice-of-law in their contract on the question of whether the arbitration required by the contract was governed by the FAA or state law. *Volt*, 489 U.S. 468 (1989). The Court found determinative the fact that the FAA's purpose is only to require courts to enforce "agreements to arbitrate, like other contracts, in accordance with their terms." *Id.* at 478. The Court thus held that courts must enforce contractual provisions specifying the law governing contractually required arbitration of disputes. *Id.* at 479. The Court recently reiterated this point in *DIRECTV, Inc. v. Imburgia*, providing that "parties to an arbitration contract [have] considerable latitude to choose what law governs some or all of its provisions." *Imburgia*, 136 S. Ct. 463, 468 (2015).

The South Carolina Supreme Court applied these principles to hold that where an arbitration agreement provides that it is governed by the FAA, the FAA applies irrespective of whether there is interstate commerce. *Munoz v. Green Tree Financial Corp.*, 343 S.C. 531, 538, 542 S.E.2d 360, 363 (2001). In *Munoz*, the parties' arbitration agreement provided: "This arbitration contract . . . shall be governed by the Federal Arbitration Act at 9 U.S.C. section 1." *Id.* at 536, 542 S.E.2d at 362. The Court found that contractual language caused the FAA to apply and rendered the requirements of the SCUAA inapplicable, holding: "Here, the arbitration agreement . . . provides it shall be governed by the FAA. Arbitration agreements, like other contract, are enforceable in accordance with their terms." *Id.* at 538, 542 S.E.2d at 363 (reversing trial court's refusal to apply the FAA to parties' agreement which stated it was governed by the FAA).

Like the arbitration agreement at issue in *Munoz*, the parties' arbitration agreement here stipulates that the FAA governs, stating disputes shall be "submitted to binding arbitration as provided by the Federal Arbitration Act." Therefore, the FAA applies and there is no need to analyze whether the agreements involved interstate commerce.

B. The Purchase and Sale Agreements Involved Interstate Commerce

Even if the arbitration agreements did not expressly stipulate that the FAA applies, which they do, the FAA must apply based on the extensive and undisputed evidence of interstate commerce.

The United States Supreme Court interpreted the language in the FAA that it applies to any contract "evidencing a transaction involving commerce," 9 U.S.C. § 2, as extending the application of the FAA to the full extent of Congress' broad Commerce Clause powers to regulate interstate commerce. *Allied-Bruce Terminix Companies, Inc. v. Dobson*, 513 U.S. 265, 273–77 (1995); *see also Blanton v. Stathos*, 351 S.C. 534, 540, 570 S.E.2d 565, 568 (Ct. App. 2002) ("'[I]nvolving commerce' is the same as 'affecting commerce,' which has been broadly interpreted to mean Congress intended to utilize its powers to regulate interstate commerce to its full extent."). As set forth in countless decisions, this broad power extends beyond just contracts between merchants dealing in goods transported across state lines, and instead extends to any transaction "affecting" commerce. *Allied-Bruce*, 513 U.S. at 274; *see also, e.g., Gonzales v. Raich*, 545 U.S. 1, 17 (2005) ("Our case law firmly establish Congress' power to regulate purely local activities that are part of an economic 'class of activities' that have a substantial effect on interstate commerce."); *Prima Paint Corp. v. Flood & Conklin Mfg. Co.*, 388 U.S. 395, 401 (1967) (rejecting proposed construction of FAA as extending only to "contracts between merchants for the interstate shipment of goods").

Plaintiffs rely exclusively on the *Bradley v. Brentwood*, 398 S.C. 447, 730 S.E.2d 312 (2012), decision for their argument that their contracts with Lennar involved only intrastate commerce, but unlike the transaction at issue there, the transaction between Plaintiffs and Lennar was for both the *construction* and sale of residences. The *Bradley* decision specifically stated that where a contract is for the construction of a residence in addition to the sale of the residence,

the contract involves interstate commerce and is subject to the FAA. Accordingly, because the contracts at issue here were for both the construction and sale of Plaintiffs' residences, the contracts involved interstate commerce, and Plaintiffs' reliance on *Bradley* is misplaced and of no effect.

In *Bradley*, the South Carolina Supreme Court held that the sale of real estate is of an "intrastate nature" and accordingly, the FAA does not apply to such a sale. *Bradley*, 398 S.C. at 458, 730 S.E.2d at 318. Indicating the narrow scope of that holding, the Court noted that the contract at issue there was for the purchase of a "completed dwelling," and the Court distinguished that situation from a contract involving the construction and sale of a residence. *Id.* The Court specified that contracts for the construction and sale of a residence involve interstate commerce and are subject to the FAA, providing: "We emphasize that had the Agreement actually encompassed the construction of the residence, it would have been subject to the FAA as our appellate courts have consistently recognized that contracts for construction are governed by the FAA." *Id.* at 458 n.8, 730 S.E.2d at 318 n.8.

Unlike the contract at issue in *Bradley*, the contracts between Plaintiffs and Lennar acknowledge that they are contracts for the *construction* and sale of Plaintiffs' residences and the facts related to the transactions support this conclusion. Using the contract between Lennar and the Buetows as an example, the numerous instances in which the contract specifically contemplates construction include:

- In section 8, the Buetows agreed that they were not relying on any estimated date for completion of the construction of the residence. Lennar agreed that "the construction of the Home shall be completed not later than two (2) years from the date of Buyer's execution of this Agreement." (Am. Mot. to Compel, Ex. A, Ex. 1 at 3.)

- Section 13 provides that "[t]he materials, equipment and fixtures included in and to be used in constructing the Home will be substantially the same as or similar in quality to those described in the applicable plans and specifications . . ." (Am. Mot. to Compel, Ex. A, Ex. 1 at 4.) Section 13 goes on to set forth detailed provisions related to "construction industry practice" for changes to plans and specifications, the changes to the plans and specifications that Lennar was permitted to make in constructing the residence, and other items related to construction of the residence. (Am. Mot. to Compel, Ex. A, Ex. 1 at 4–5.)
- Sections 19 and 20 provide that Lennar is conducting construction activities in the community, and the Buetows agreed that due to ongoing construction, they would not enter the residence until after the closing unless accompanied by a Lennar representative. (Am. Mot to Compel, Ex. A, Ex. 1 at 7.)
- Section 34 reserves an easement for Lennar "[f]or the purpose of completing the construction and servicing of the Property and Community."
- Section 7 of Rider B to the contract provides the Buetows with the opportunity to inspect the residence for any "defective or incomplete items" prior to closing and requires Lennar to perform construction work to correct any items that do not meet the applicable "construction standards." (Am. Mot to Compel, Ex. A, Ex. 1, Rider B at 3.)

Not only does the contract specifically contemplate Lennar constructing the residences for Plaintiffs, the events related to the performance of the contracts show construction work was required to be and was performed in order to satisfy Lennar's contractual obligations. As set forth in the Affidavit of Robert Mauch and the Affidavit of Gabriel Cooper submitted in support of Lennar's Motion:

- Lennar enters into contracts with prospective homeowners for the construction of a residence per selections made by the prospective homeowner and upon completion of construction, Lennar transfers the finished residence to the homeowner. In short, Lennar offers two interrelated items to consumers: the construction of customized residences and the sale of the real estate with the finished residence. (Cooper Aff. ¶¶ 5 & 6.)
- Plaintiffs made specific selections related to the construction of their residences. (Mauch Aff. ¶¶ 7 & 8, Exs. 11–19.)
- Construction of Plaintiffs Buetow, Damico, Dengg, England, Lucas, Morrow, and Ray's residences had not yet reached the certificate of occupancy stage at the time when those Plaintiffs entered into their contracts with Lennar. (Cooper Aff. ¶¶ 8 & 9, Ex. 1; Mauch Aff. ¶¶ 2 & 3, Exs. 1–10.)
- Even after Berkeley County issued a certificate of occupancy, additional construction work remained to be performed on Plaintiffs' residences including touch-up and finish work and any changes requested by Plaintiffs. (Cooper Aff. ¶¶ 10 & 11.)
- Additionally, even were the touch-up and finish work completed at the time a Plaintiff entered into a contract with Lennar and the Plaintiff did not request any changes to the residence, Lennar was still contractually obligated for additional construction work resulting from the Plaintiff's pre-closing inspections of the residences. (Cooper Aff. ¶ 12; Mauch Aff., Exs. 1–9.)

Furthermore, the Supreme Court acknowledged in *Bradley* that construction contracts involve interstate commerce, and the affidavits and exhibits submitted here confirm that both the construction and sale of Plaintiffs' residences involved interstate commerce in numerous respects, including:

- Contrary to Plaintiffs' assertion that Lennar is "a corporation organized in the State of South Carolina" and that this is an "intrastate" element of the transaction (Pls.' Memo. in Opp'n to Mot. to Compel 10), Lennar is a Delaware limited liability company (Cooper Aff. ¶ 4).
- Several Plaintiffs were residents of states other than South Carolina at the time they entered into contracts with Lennar. (Mauch Aff. ¶ 11.)
- Plaintiffs used lenders located in states other than South Carolina to finance the transactions. (Mauch Aff. ¶ 10.)
- Several contractors who supplied work or materials for Plaintiffs' residences are corporations organized in or operating from states other than South Carolina. (Mauch Aff. ¶ 9.)
- Materials and equipment used to construct and incorporated into Plaintiffs' residences were purchased from out-of-state manufacturers and suppliers. (Mauch Aff. ¶ 9; Cooper Aff. ¶¶ 14–20.)

II. Even if the FAA Did Not Apply, Binding, Enforceable Arbitration Agreements Exist that Satisfy the Requirements of the SCUAA

Plaintiffs' Memorandum misrepresents the parties' positions in this case, stating: "It is undisputed that the arbitration the [sic] clause does not comply with the requirements of the South Carolina Uniform Arbitration Act." (Pls.' Memo. in Opp'n to Mot. to Compel 8 n.3.) While counsel believes this is likely simply an oversight resulting from recycling a memorandum used in an earlier case, Lennar does not concede that were the SCUAA the applicable law, there would be no binding, enforceable arbitration agreement. To the contrary, there are binding arbitration agreements that encompass Plaintiffs' claims and satisfy the requirements of the SCUAA.

First, Plaintiffs fail to specify how the arbitration agreement in the Purchase and Sale Agreements or the arbitration agreement in Lennar's Limited Warranty do not comply with the SCUAA. Moreover, even were Plaintiffs to satisfy their burden to demonstrate how those arbitration agreements do not meet the requirements of the SCUAA, the covenants governing Plaintiffs' properties contain an arbitration provision which encompasses Plaintiffs' claims and the covenants satisfy the requirements of the SCUAA.[2]

The Amended and Restated Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens for Spring Grove Plantation Community (the "Covenants"), were recorded in the records of the Berkeley County Register of Deeds on April 13, 2007, years prior to the construction and sale of Plaintiffs' residences. (Am. Mot. to Compel, Ex. M at 1.) The top of the first page of the Covenants states:

> **THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION PURSUANT TO THE SOUTH CAROLINA UNIFORM ARBITRATION ACT (S.C. CODE ANN. § 15-48-10 ET SEQ., AS AMENDED**

(Am. Mot. to Compel, Ex. M at 1.) Section 15 of the Covenants provides:

> The Owner and the Association by acceptance of a deed agree that any dispute arising out of use, occupancy, [or] ownership of a Lot or on the Common Area of the enforcement of any covenant, condition, rule or regulation and any complaint to the Developer shall be settled by binding arbitration pursuant to the South Carolina Arbitration Act.

(Am. Mot. to Compel, Ex. M at 48.) The Covenants define a "Lot" as "any parcel of land with such improvements, Structures, or Dwellings as may be erected thereon." (Am. Mot. to Compel, Ex. M. at 6.)

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[2] Additionally, deeds for Plaintiffs' residences contain arbitration provisions and the notice required to be enforceable under the SCUAA. *See* Am. Mot. to Compel, Exs. C, D, E, G, H, I, & K. The deeds thus provide an additional arbitration agreement and serve as an additional basis for compelling arbitration.

While the terms of that arbitration provision are broad enough to encompass Plaintiffs' claims against Lennar solely because those claims arise of out the "use, occupancy, [or] ownership of a Lot," the claims against Lennar are also within the scope of that provision due to an assignment of limited rights to Lennar by the "Developer." The Covenants define "Developer" as "Spring Grove Plantation Development, Inc." and "its successors and assigns" and acknowledges the Developer "may make partial or multiple assignments." (Am. Mot. to Compel, Ex. M at 6.) Through the Non-Exclusive Assignment of Rights executed by Spring Grove Plantation Development, Inc. and recorded with the Berkeley County Register of Deeds on May 20, 2011, the "Developer" made Lennar an "assign." (Am. Mot. to Compel, Ex. N.) Additionally, Lennar is an "Owner" because it purchased the lots in The Abbey from Spring Grove subject to the Covenants as reflected by the two deeds from Spring Grove to Lennar which state the conveyance was made subject to the Covenants. (Am. Mot. to Compel, Exs. Q & R.)

The Covenants comply with the notice requirements of the SCUAA. The SCUAA requires that there be notice of arbitration (1) on the first page, in (2) underlined, (3) capital letters. The Covenants have at the top of the first page, a statement in bold, underlined, capital letters a notice that it is an agreement subject to binding arbitration.

Arbitration agreements in deeds or covenants are binding and enforceable. *See Roberson v. Cliffs Communities, Inc.*, No. 6:09-2701-HMH, 2010 WL 2721030 (D.S.C., July 8, 2010) (compelling arbitration based on arbitration provisions in deed and declaration of covenants). Moreover, Plaintiffs had ample notice of the arbitration provision in the Covenants and entered into their contracts with Lennar with notice of arbitration, not only because the Covenants were a matter of public record easily accessible through a property records search, but also because

Plaintiffs' contracts with Lennar contain a Master Disclosure & Information Addendum which provide that the residences will be subject to the Covenants and that the "deed restrictions require the arbitration of any Claim against Lennar that cannot be resolved." (Mauch Aff., Ex. 1, Master Disclosure & Information Addendum § 3.)

Therefore, while the Court need look no further than the arbitration provision in Plaintiffs' contracts with Lennar which selects the FAA as the applicable law, even were the SCUAA the applicable law, a binding arbitration provision exists in the Covenants which encompasses Plaintiffs' claims, and Plaintiffs' claims should be submitted to final, binding arbitration.

II. The Arbitration Agreements Are Not Unconscionable

Plaintiffs' second basis for seeking to invalidate the applicable arbitration agreements, fails due to any one of the following four reasons: (1) Plaintiffs challenge only Lennar's Limited Warranty as unconscionable and present no challenge to the validity of the arbitration agreements in the Purchase and Sale Agreements and the Covenants, (2) Plaintiffs fail to present any evidence to support the element of a "lack of a meaningful choice" required to establish unconscionability, (3) Plaintiffs' unconscionability argument is based solely on terms outside of the arbitration provision, which are not relevant to whether the arbitration provision is unconscionable, and (4) even considering the irrelevant terms Plaintiffs rely on, those terms do not result in unconscionability. Accordingly, for any of those four reasons, the Court should reject Plaintiffs' unconscionability argument, find the arbitration agreements enforceable, and compel arbitration.

A. Plaintiff Fails to Present Any Argument Regarding the Unconscionability of the Arbitration Provisions in the Purchase and Sale Agreements or the Covenants

There are four, separate arbitration provisions that cover Plaintiffs' claims in this suit: the arbitration provision in section 16 of the Purchase and Sale Agreements, the arbitration provision in the "Mediation/Arbitration of Disputes" section of Lennar's Limited Warranty, the arbitration provision in section 15 of the Covenants, and the arbitration provision in the deeds for Plaintiffs' residences. Any one of those four arbitration provisions serves as an independent basis for compelling Plaintiffs' to submit their claims to final, binding arbitration. However, Plaintiffs challenge only the validity of the arbitration provision in Lennar's Limited Warranty on unconscionability grounds. (Pls.' Memo. in Opp'n to Mot. to Compel Therefore, Plaintiffs implicitly concede that the arbitration provisions in the Purchase and Sale Agreements, the Covenants, and the deeds are valid and enforceable, and the Court need look no further to compel arbitration.

B. Plaintiffs Fail to Present Any Evidence of a Lack of a Meaningful Choice as Needed to Establish Unconscionability

Under South Carolina law, an arbitration agreement is unconscionable only where it both (1) is the result of an absence of a meaningful choice by one party, and (2) contains oppressive, one-sided terms. *Simpson v. MSA of Myrtle Beach, Inc.*, 373 S.C. 14, 25, 644 S.E.2d 663, 669 (2007). Determining whether a party can establish the first element, a lack of a meaningful choice, requires consideration of the facts and circumstances under which the agreement was made to determine the fundamental fairness of the bargaining process. *See Simpson*, 373 S.C. at 25, 644 S.E.2d at 669. For a lack of a meaningful choice to have existed, there must have been exceptional and egregious circumstances that rendered the bargaining process fundamentally

unfair, and the South Carolina Supreme Court has limited unconscionability to such an extremely narrow range of situations, indicating:

> Courts should not refuse to enforce a contract on grounds of unconscionability, even when the substance of the terms appear grossly unreasonable, unless the circumstances surrounding its formation present such an extreme inequality of bargaining power, together with such factors as lack of basic reading ability and the drafter's evident intent to obscure the term, that the party against whom enforcement is sought cannot be said to have consented to the contract.

Gladden v. Boykin, 402 S.C. 140, 145, 739 S.E.2d 882, 884–85 (2013). Furthermore, to establish a lack of a meaningful choice, a party cannot simply rely on unsupported assertions, but rather must present evidence to show a lack of a meaningful choice. *See Carlson v. S.C. State Plastering, LLC*, 404 S.C. 250, 260, 743 S.E.2d 868, 873–74 (Ct. App. 2013) (holding that an unconscionability argument was "without merit" where there was "no evidence in the record" to show a lack of a meaningful choice).

Here, Plaintiffs offer no evidence of a lack of a meaningful choice to support their unconscionability argument. Instead, Plaintiffs rely solely on the bald assertions of counsel. Not only do such bald assertions fail to satisfy Plaintiffs' burden of proof rendering Plaintiffs' unconscionability argument is "without merit," Plaintiffs' counsel's assertion is contrary to the evidence.

Even if the assertions of Plaintiffs' counsel could support an unconscionability argument, the assertions offered by Plaintiffs' counsel fail to show the "extreme" circumstances necessary to establish a lack of a meaningful choice. Plaintiffs' counsel's asserts only that the contracts "were presented . . . on a take it or leave it basis." (Pls.' Memo. in Opp'n to Mot. to Compel 13.) In other words, Plaintiffs' counsel asserts only that the contracts are adhesion contracts. However, Plaintiffs have not, and cannot, present any evidence to show that the contracts were adhesion contracts. Prospective homeowners make numerous selections regarding their home

and customize it in various ways, as did Plaintiffs as reflected in the construction and sales files attached to Lennar's Motion. (Mauch Aff. ¶8, Exs. 11–19; Cooper Aff. ¶¶ 5–6.) Furthermore, even were the contracts adhesion contracts, the South Carolina Supreme Court has held that the fact that a contract is an adhesion contract is alone insufficient to establish a lack of a meaningful choice. *See Simpson*, 373 S.C. at 25–28, 644 S.E.2d at 669–70.

Moreover, Plaintiffs' counsel offers no assertions regarding the conspicuousness of the arbitration provision or any attempts to obscure the provision, and cannot offer any such assertions because the arbitration provision is conspicuous. In addition, the Limited Warranty contains an entire section on dispute resolution with the bolded, capitalized heading "**MEDIATION/ARBITRATION OF DISPUTES.**"[3] For all of these reasons, Plaintiffs have not and cannot show a lack of a meaningful choice in entering into the arbitration agreements. Because the lack of a meaningful choice is an essential element of unconscionability, Plaintiffs' unconscionability argument fails, and the Court need not go any further to reject the argument and find Plaintiffs' claims must be submitted to arbitration.

C. Unconscionability Challenges to Arbitration Agreements Are Limited to the Terms of the Arbitration Provision and Plaintiffs Do Not Assert Any of the Terms of the Warranty's Arbitration Provision Create Unconscionability

To establish the second element of unconscionability, oppressive and one-sided terms, Plaintiffs rely exclusively on terms in Lennar's Limited Warranty that are contained in portions of the Limited Warranty outside the arbitration provision. *Compare* Pls.' Memo. in Opp'n to Mot. to Compel 15–17 *with* Mauch Aff., Ex. 29 at 6–8. However, those provisions are legally irrelevant to the unconscionability determination, and as a result, Plaintiffs implicitly concede

[3] Additionally, while Plaintiffs have not challenged the arbitration provisions in the Purchase and Sale Agreements, the Covenants, or the deeds as unconscionable, the arbitration provisions in those documents are conspicuous as well, with each document stating in bold, capitalized text at the top of the first page that the agreement is subject to arbitration.

that there are no oppressive and one-sided terms in the arbitration provisions and their unconscionability argument fails.

In determining whether an arbitration provision is unconscionable, courts are limited to considering only the terms of the arbitration provision itself and the enforceability of the remainder of a contract between the parties is a matter left to the arbitrator.[4] *See, e.g.*, *Buckeye Check Cashing, Inc. v. Cardegna*, 546 U.S. 440, 445–46 (2006) ("[U]nless the challenge is to the arbitration clause itself, the issue of the contract's validity is considered by the arbitrator in the first instance."); *Hayes v. Delbert Servs. Corp.*, No. 15-1170, at *11 (4th Cir., Feb. 2, 2016) (slip op.) ("Importantly, any grounds given for revocation must concern the validity of the arbitration agreement in particular, not simply the validity of the underlying contract as a whole."); *Munoz v. Green Tree Fin. Corp.*, 343 S.C. 531, 540, 542 S.E.2d 360, 364 (2001) ("[A]n arbitration clause is separable from the contract in which it is embedded and the issue of its validity is distinct from the substantive validity of the contract as a whole."); *Jackson Mills, Inc. v. BT Capital Corp.*, 312 S.C. 400, 404, 440 S.E.2d 877, 879 (1994) ("[I]t is only when a party has valid grounds upon which to challenge the arbitration clause itself that arbitration may be avoided. . . . Here, there is no challenge to the arbitration agreement itself . . . ."); *The Hous. Auth. of City of Columbia v. Cornerstone Hous., LLC*, 356 S.C. 328, 340, 588 S.E.2d 617, 623 (Ct. App. 2003) ("[E]ven if the overall contract is unenforceable, the arbitration provision is not unenforceable unless the reason the overall contract is unenforceable specifically relates to the arbitration provision.").

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[4] Plaintiffs are correct that in *Smith v. D.R. Horton*, the Court of Appeals considered the "Warranties and Dispute Resolution Section 14 as a whole." *Smith v. D.R. Horton*, 403 S.C. 10, 15, 742 S.E.2d 37, 40 (Ct. App. 2013). However, there the arbitration terms and the warranty terms were intermingled in one "Section 14" such that the Court of Appeals found that the different terms could not be separated. In Lennar's Limited Warranty, the arbitration provision is contained in a separate, distinct section. (Mauch Aff., Ex. 29 at 6–8.)

Plaintiffs point only to terms in the Limited Warranty outside the arbitration provision therein and do not challenge any of the terms of the arbitration provision. The validity of the terms beyond the arbitration provision is not before the Court and is a matter for the arbitrator to decide after Plaintiffs' claims are submitted to the arbitrator. As acknowledged by South Carolina's appellate courts, even if all of the terms of the Limited Warranty, except the arbitration provision, were unenforceable, the arbitration provision would still be unenforceable unless it contains oppressive and one-sided terms. *See Cornerstone Hous.*, 356 S.C. at 340, 588 S.E.2d at 623. Because Plaintiffs do not challenge any of the terms of the arbitration provision as oppressive and one-sided, Plaintiffs fail to establish that element of unconscionability and their unconscionability argument fails.

The lone exception to the foregoing is that Plaintiffs assert that the Limited Warranty contains an oppressive term in that it "provides all disputes, of any kind, subject to binding arbitration." (Pls.' Memo. in Opp'n to Mot. to Compel 16.) Not only is this not relevant under the applicable law, but it is circular and illogical. An arbitration provision cannot be unconscionable because it subjects claims to arbitration. Were the Court to hold otherwise, it would be tantamount to holding that arbitration provisions are per se unconscionable and would be directly contradictory to federal and South Carolina law which explicitly provide for arbitration. Plaintiffs refer to *Smith v. D.R. Horton*, 403 S.C. 10, 742 S.E.2d 37 (Ct. App. 2013), and state that this is one of the "provisions found unconscionable in *D.R. Horton*," but this is a misrepresentation of that decision. At no point in the *D.R. Horton* opinion did the Court of Appeals ever mention the fact that the agreement at issue there subjected "all disputes" to arbitration as relevant to a finding of unconscionability. *See D.R. Horton*, 403 S.C. 10, 742 S.E.2d 37. Finally, Plaintiffs' assertion is a misrepresentation of Lennar's Limited Warranty

which, while it does require that Plaintiffs' claims be submitted to arbitration, does not require that "all disputes" be submitted to arbitration. For example, Lennar's Limited Warranty provides that parties can submit disputes or claims within the jurisdiction of a small claims court to such a court for resolution. (Mauch Aff., Ex. 29 at 7.)

D. Even Considering the Terms Plaintiffs Find Objectionable, the Arbitration Provision in the Limited Warranty Is Not Unconscionable

As addressed in detail previously, the Court should not consider any of the terms of Lennar's Limited Warranty beyond the terms in the arbitration provision in deciding Plaintiffs' unconscionability challenge to the arbitration provision therein. However, even were the Court to find such a consideration necessary, the terms Plaintiffs take issue with do not create unconscionability.

Plaintiffs rely on the *D.R. Horton* decision as the basis for their claim that the terms of Lennar's Limited Warranty are unconscionable. However, as previously discussed, the agreement at issue there was substantially different from Lennar's Limited Warranty in part because the arbitration terms and the warranty terms were intermingled within the arbitration provision and thus, the Court considered the arbitration and warranty terms together in determining whether the arbitration provision was enforceable. Here, the arbitration provision in Lennar's Limited Warranty is separate and distinct from the warranty terms. (Mauch Aff., Ex. 29 at 6–8.)

Moreover, Lennar's Limited Warranty does not contain the terms the Court of Appeals found oppressive and one-sided in the *D.R. Horton* decision, and thus, the *D.R. Horton* decision is of no impact here. In *D.R. Horton*, the primary basis for the unconscionability finding was the "lack of mutuality of remedy." *D.R. Horton*, 403 S.C. at 15, 742 S.E.2d at 40. There, the warranty provided that the defendant disclaimed all warranties and provided that the defendant

"shall not be liable for monetary damages of any kind, including secondary, consequential, punitive, general, special or indirect damages." *Id.* at 13, 742 S.E.2d at 41. Lennar's Limited Warranty contains no such limitation of an award of monetary damages against Lennar, and Plaintiffs acknowledge this distinction in the chart comparing the warranty at issue in *D.R. Horton* with Lennar's Limited Warranty. (Pls.' Memo. in Opp'n to Mot. to Compel 16.)

Plaintiffs take issue with the disclaimer of implied warranties and limitation on consequential damages in Lennar's Limited Warranty. However, such terms are not unconscionable. To the contrary, they are expressly permitted by South Carolina law. *See, e.g.*, Brooks v. GAF Materials Corp., 41 F. Supp. 3d 474 (D.S.C. 2014) ("Subject to certain limitations, South Carolina law generally permits a seller to disclaim the implied warranties of merchantability and fitness for a particular purpose."); *Gladden v. Boykin*, 402 S.C. 140, 145, 739 S.E.2d 882, 884 (2013) (upholding a limitation of liability clause against an unconscionability challenge in part on the basis that: "Limitation of liability and exculpation clauses are routinely entered into. Moreover, they are commercially reasonably in at least some cases, since they permit the provider to offer the service at a lower price, in turn making the service available to people who otherwise would be unable to afford it."); *Kirkman v. Parex, Inc.*, 369 S.C. 477, 485, 632 S.E.2d 854, 858 (2006) ("We agree . . . 'that the principle of freedom of contract permits a party to effectively disclaim the implied warranty of habitability.")

E. Even Were Plaintiffs Able to Establish that the Arbitration Provision in the Limited Warranty Contains Oppressive and One-Sided Terms, Such Terms Would be Severable and the Arbitration Provision Would Remain Enforceable

While the arbitration provisions, including the arbitration provision in the Limited Warranty, are all enforceable as written, even were Plaintiffs to establish that an oppressive and one-sided term exists, such term should be severed from the provision and Plaintiffs should still

be compelled to submit their claims to arbitration. As Plaintiffs acknowledge, the parties' intent to submit their dispute to arbitration is to be fulfilled, even when oppressive terms exist, through severing such terms and enforcing the remainder of the arbitration provision. *See Simpson*, 373 S.C. at 34–35 n.9, 644 S.E.2d at 673–74 n.9 ("[T]his Court generally would encourage severability of an unconscionable provision . . . .").

CONCLUSION

In light of the foregoing, the Court should apply FAA to enforce Plaintiffs' arbitration agreements both because the parties expressly stipulate it should apply and the record contains ample evidence that these construction contracts involved interstate commerce. The arbitration agreements are also valid and enforceable under state arbitration law. Furthermore, there is no basis to conclude that the arbitration provisions are oppressive, one-sided and not geared toward achieving an un-biased decision by a neutral decision-maker. In conjunction with the evidence of meaningful choice in agreeing to arbitrate, these provisions are not an unconscionable waiver of any judicial rights and are therefore enforceable. Even if the arbitration clauses in the limited warranties were unenforceable, Plaintiffs separately and distinctly agreed to arbitrate in the purchase contracts, the governing covenants and the operative deeds. For all of these reasons, Lennar respectfully requests that the Court grant its Motion to Stay and Compel Arbitration.

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Attorneys for Lennar Carolinas, LLC

April 8, 2016

STATE OF SOUTH CAROLINA

COUNTY OF BERKELEY

IN THE COURT OF COMMON PLEAS

PATRICIA DAMICO, AND LENNA LUCAS, Individually and on behalf of all other similarly situated, JOSHUA AND BRETTANY BUETOW, EDWARD AND SYLVIA DENGG, JONATHAN AND THERESA DOUGLASS, ANTHONY AND STACEY RAY, DANNY AND ELLEN DAVIS MORROW, CZARA AND CHAD ENGLAND, BRYAN AND CYNTHIA CAMARA, AND MATTHEW COLLINS,

Plaintiffs,

v.

LENNAR CAROLINAS, LLC, SPRING GROVE PLANTATION DEVELOPMENT, INC., MANALE LANDSCAPING, LLC, SUPER CONCRETE OF SC, INC., SOUTHERN GREEN, INC. TJB TRUCKING/LEASING, LLC, PARAGON SITE CONSTRUCTORS, INC., CIVIL SITE ENVIRONMENTAL AND RICK BRYANT, Individually.

Defendants.

Lennar Carolinas, LLC,

Third-Party Plaintiff,

v.

THE EARTHWORKS GROUP, INC., VOLKMAR CONSULTING SERVICES, LLC, GEOMETRICS CONSULTING, LLC, LAND/SITE SERVICES, INC., MYERS LANDSCAPING, INC., A.C. & A. CONCRETE, INC., KNIGHT'S CONCRETE PRODUCTS, INC., KNIGHT'S REDI-MIX, INC., COASTAL

Case No.: 2014-CP-08-02424

DEFENDANT/THIRD-PARTY PLAINTIFF LENNAR CAROLINAS, LLC'S MOTION TO RECONSIDER ORDER DENYING ITS MOTION TO COMPEL ARBITRATION

FILED
2016 OCT -3 PM 3:14
MARY P. BROWN
CLERK OF COURT
BERKELEY COUNTY, SC

CONCRETE SOUTHEAST, LLC, COASTAL CONCRETE SOUTHEAST II, LLC, GUARANTEED FRAMING, LLC, OZZY CONSTRUCTION, LLC, CONSTRUCTION APPLICATORS CHARLESTON, LLC, LA NEW ENTERPRISES, LLC, DÉCOR CORPORATION, DVS, INC., RAUL MARTINEZ MASONRY, LLC, ALPHA OMEGA CONSTRUCTION GROUP, INC., SOUTH CAROLINA EXTERIORS, LLC, BUILDERS FIRSTSOURCE-SOUTHEAST GROUP, LLC, AND LOW COUNTRY RENOVATIONS AND SIDING, LLP,

Third-Party Defendants.

DÉCOR CORPORATION,

Fourth Party Plaintiff,

v.

BARANOV FLOORING, LLC, DJ CONSTRUCTION SERVICES, LLC, CREATIVE WOOD FLOORS, LLC, GERALDO CUNHA, EBENEZER FLOORING, LLC, EMANUEL FLOORING AND SIDING, LLC, EUSI FLOORING AND COVERING, LLC, NICOLAS FLORES, ALEXANDER MARTINEZ, ISIDRU MEJIA, JUAN PEREZ SON, ERNESTO M. PEREZ, N&B CONSTRUCTION, LLC, JOSE DIAS RODRIGUES, LIVIA SOUSA, JOSE BETIO PEREIRA, JOSE PAZ CASTRO HERNANDEZ, DIVINIO APERECIDO CORGOSINHO, RICARDO CHICHE, CEBS CONSTRUCTION, BAYSHORE SIDING AND FLOORING, SEBASTIO LUIZ DE ARAUJO, AND JOHN DOES 1-4,

Fourth-Party Defendants.

PLEASE TAKE NOTICE THAT Defendant Lennar Carolinas, LLC ("Lennar"), pursuant to S.C.R.C.P. 59(e), moves for reconsideration of the Court's Order denying Lennar's Amended Motion to Compel Arbitration (the "Motion"). Lennar respectfully submits the Order contains findings of fact and conclusions of law that the evidence in the record does not support and that overlook or misapprehend controlling law. Lennar therefore moves for reconsideration of the Order on the following grounds:

I. The Decision Violates the *Prima Paint* Doctrine

The Order finds the arbitration provisions in four separate documents—(1) the Purchase and Sale Agreements ("Agreements"); (2) the Lennar 1-2-10 Warranty ("Warranty"); (3) the Amended and Restated Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens for Spring Grove Plantation Community ("Covenants"); and (4) the property deeds ("Deeds")—are unconscionable by considering all four documents together and by considering terms outside of the arbitration provisions. Binding federal law set forth in the United States Supreme Court's *Prima Paint* decision, *Prima Paint Corp. v. Flood & Conklin Mfg. Co.*, 388 U.S. 395 (1967), requires that the Court analyze each arbitration provision independently and that the Court only examine whether the terms within each arbitration provision are unconscionable. In *Prima Paint*, the United States Supreme Court held that when determining whether to compel arbitration, a court "may consider only issues relating to the making and performance of the agreement to arbitrate" and distinguished that from challenges to "the contract generally." *Prima Paint*, 388 U.S. at 404. In subsequent decisions, the Court reiterated that the *Prima Paint* doctrine limits a court's consideration to the arbitration clause itself and precludes consideration of any other contractual terms, stating that "unless the challenge is to the arbitration clause itself, the issue of the contract's validity is considered by the arbitrator in the

first instance." *Buckeye Check Cashing, Inc. v. Cardegna*, 546 U.S. 440, 445–46 (2006); *see also Nitro-Lift Technologies, LLC v. Howard*, 133 S. Ct. 500, 503 (2012) ("When parties commit to arbitrate contractual disputes, it is a mainstay of the Act's substantive law that attacks on the validity of the contract, as distinct from attacks on the validity of the arbitration clause itself, are to be resolved by the arbitrator in the first instance, not by a federal or state court. For these purposes, an arbitration provision is severable from the remainder of the contract." (internal quotations omitted)); *Granite Rock Co. v. Int'l Bhd. of Teamsters*, 561 U.S. 287, 299 ("[C]ourts must treat the arbitration clause as severable from the contract in which it appears, and thus apply the clause to all disputes within its scope unless the validity challenge is to the arbitration clause itself or the party disputes the formation of the contract." (internal quotations omitted)).

As recently as this summer, the South Carolina Supreme Court reaffirmed that South Carolina courts are bound by the *Prima Paint* doctrine. *Smith v. D.R. Horton, Inc.*, Op. No. 27645 (S.C. Sup. Ct. filed July 6, 2016) (Shearouse Adv. Sh. No. 27 at 12) ("[I]n conducting an unconscionability inquiry, courts may only consider the provisions of the arbitration agreement itself, and not those of the whole contract."); *see also, e.g., Munoz v. Green Tree Fin. Corp.*, 343 S.C. 531, 540, 542 S.E.2d 360, 364 (2001) ("[A]n arbitration clause is separable from the contract in which it is embedded and the issue of its validity is distinct from the substantive validity of the contract as a whole."); *Jackson Mills, Inc. v. BT Capital Corp.*, 312 S.C. 400, 404, 440 S.E.2d 877, 879 (1994) ("[I]t is only when a party has valid grounds upon which to challenge the arbitration clause itself that arbitration may be avoided. . . . Here, there is no challenge to the arbitration agreement itself. . . .").

As a result, *Prima Paint* and its progeny make clear that our state courts are to consider only the terms of the arbitration agreement. For that reason, there is no valid basis for the Court

to consider provisions outside the arbitration agreement. Even more so, there is no basis for the Court to read four separate contracts, each containing a distinct and independent arbitration agreement, as one. Accordingly, Lennar respectfully requests the Court reconsider its decision and issue an order limited to the arbitration analysis the law requires. Were the Court to consider only the terms of each arbitration provision as required by *Prima Paint*, the Court would find there are no oppressive terms in those provisions and those provisions are enforceable arbitration agreements.

II. The Decision Violates *Smith v. D.R. Horton*

The South Carolina Supreme Court, in *Smith v. D.R. Horton, Inc.*, held in July of this year that an arbitration provision may be examined along with other terms in the contract in the limited circumstances where: (1) the arbitration provision and the other terms are contained in the same paragraph, (2) the section's title indicates the arbitration provision and other terms must be read together, and (3) the arbitration provision and other terms in the section contain cross-references to one another and intertwining language. *Smith*, Op. No. 27045 at 16. Those circumstances do not exist here.

Unlike the situation in *Smith*, the instant arbitration provisions are in distinct sections within distinct contracts. Each arbitration provision states only that disputes are subject to arbitration and does not reference or incorporate any other terms. Moreover, different parties drafted the four different documents at different times.

Specifically, Section 16 of the Agreements deals exclusively with and contains only arbitration requirements and is entitled "Mediation/Arbitration of Disputes." (Mot., Ex. A, Exs. 1–10.) Similarly, the Warranty contains its own, separate section entitled "Mediation/Arbitration of Disputes," which sets out the parties' arbitration obligations, does not address any other

subject, and does not reference or incorporate any other terms. (Mot., Ex. A, Ex. 29.) The Covenants contain a separate Article XII Section 15 which reads:

> Section 15. BINDING ARBITRATION. The Owner and the Association by acceptance of a deed agree that any dispute arising out of use, occupancy, ownership, of a Lot or on the Common Area or the enforcement of any covenant, condition, rule or restriction or regulation and any complaint to the Developer shall be settled by binding arbitration pursuant to the South Carolina Arbitration Act.

(Mot., Ex. M.) Therefore, the Covenants' arbitration provision also does not reference or incorporate any other terms. As for the Deeds, there are two variants. Some deeds contain an Exhibit A entitled "Mediation and Arbitration Provisions" which deals exclusively with the arbitration requirements and does not reference or incorporate any other provisions. (Mot., Exs. B, F, & L.) The remaining deeds contain a statement at the top of the first page which is separate from any other terms and states: "**ALL DISPUTES IN CONNECTION WITH THIS DEED, THE UNDERLYING PURCHASE AGREEMENT AND DISPUTES CONCERNING THE SALE AND CONSTRUCTION OF THE HOME ARE SUBJECT TO FINAL AND BINDING ARBITRATION.**" (Mot., Exs. C, D, E, G, H, I, & K.)

By treating the Agreements, Warranty, Covenants, and Deeds as the same document, the Court disregards the legally-required presumption in favor of arbitration and violates *Smith*. The arbitration provisions here are in their own separate sections, have titles indicating they are to be considered alone without regard to any other terms, and do not reference or incorporate any other terms. Therefore, in light of *Smith*, Lennar respectfully requests the Court reconsider its Order and limit its unconscionability analysis to the separate and distinct arbitration sections, as the law requires.

III. Misapplication of *Smith* and Failure to Give Effect to Severability Provisions

In the *Smith* decision, the Court considered all of the terms of "Paragraph 14" entitled "Warranties and Dispute Resolutions" together. The Court declined the option to sever the unconscionable provisions and compel arbitration under the remaining provisions on the basis that "the arbitration agreement does not contain a severability clause." *Smith*, Op. No. 27645 at 18 n.6. Here, Section 28 of the Agreements contains a severability provision: "In the event that any clause or provision of this Agreement shall be void or unenforceable, such clause or provision shall be deemed deleted so that the balance of this Agreement is enforceable." (Mot., Ex. A, Exs. 1–10.) Additionally, the arbitration section in the Agreements, Section 16, contains a severability provision. Section 16.4, provides: "The waiver or invalidity of any portion of this Section shall not affect the validity or enforceability of the remaining portions of this Section." (Mot., Ex. A, Exs. 1–10.). In the Warranty, the "Mediation/Arbitration of Disputes" section states: "The waiver or invalidity of any portion of this Section shall not affect the validity or enforceability of the remaining portions of this Section." (Mot., Ex. 29 at 6.) The arbitration provision in Exhibit A to the Deeds containing that exhibit states: "The waiver or invalidity of any portion of this Section shall not affect the validity or enforceability of the remaining portions of Section 1 of this Exhibit A." (Mot., Ex. B, F & L.) The Order does not acknowledge any of these four provisions, does not recognize the inapplicability of the *Smith* decision as a result of these provisions, and fails to give effect to the severability provisions. Accordingly, Lennar requests reconsideration.

IV. The Order Does Not Find the Agreements, Covenants, or Deeds Unconscionable and Should Compel Arbitration Pursuant to Their Arbitration Provisions

The Order finds only that "Lennar's Warranty Provisions are Unconscionable" and does not find unconscionability in the Agreements, Covenants, and Deeds. Even were the Warranty

unconscionable, the Court should still compel arbitration pursuant to the Agreements, Covenants, and Deeds which the Order did not find unconscionable.

V. There Are No Oppressive Terms

In concluding that there are oppressive terms, the Order relies on the holding in *Smith* that "attempts to disclaim implied warranty claims and prohibit *any* monetary damages are clearly one-sided and oppressive." (Order at 11.) The Order notes the *Smith* decision rests on the fact that the contract there barred the plaintiff from recovering any monetary damages and restricted the plaintiff's remedies to the terms of an express warranty. However, none of the arbitration provisions here contain such terms. While the Order states the Warranty contains oppressive terms similar to *Smith*, the Order does not point to any specific terms, and no such terms are apparent after reviewing the Warranty.

First, the Order finds the Warranty "eliminates most remedies after the structure is two years old." (Order at 12.) To the contrary, in addition to the one and two year warranties, the homeowner has an express structural warranty for ten years. The Warranty replaces the implied warranties, but does not affect any other legal remedies, and the homeowner otherwise has all legal remedies available to homeowners in South Carolina.

The Order finds the Warranty bars Plaintiffs from recovering monetary damages, limits their remedies to the terms of the Warranty, and "eviscerate[s] all means of recovering any damages." *Id.* This is incorrect. The Order does not cite to any Warranty provisions or otherwise give any basis for this finding, and this finding is contrary to the evidence. Similarly, the Order finds that "Lennar takes the position its Warranty relieves *Lennar of all liability for this very damage under any conceivable set of circumstances*." (Order at 12.) Lennar has *not* taken this position, and there is no evidence in the record to support this finding.

Contrary to these findings, the arbitration provision in the Warranty specifically contemplates an arbitrator making a monetary award. (*See, e.g.*, Mot., Ex. 29 at 6). Moreover, the Warranty does not bar any legal remedies whatsoever other than replacing implied warranties with an express warranty. The Warranty deals exclusively with warranty claims and does not address, much less bar, potential claims homeowners may have beyond warranty claims. In fact, the Warranty acknowledges homeowners may have claims other than warranty claims and permits them to pursue such claims through arbitration by providing arbitration for any "Dispute" and defining a Dispute as including claims whether "contract, warranty, tort, statutory, or otherwise." (Mot., Ex. A, Ex. 29 at 6.) Additionally, in a decision issued after *Smith*, the South Carolina Supreme Court found an arbitration provision in a "Warranty and Arbitration" section of a contract to be enforceable even where it provided that the homebuilder's express warranty was "accepted by purchaser in lieu of all other rights or remedies that purchaser has or may have at low or in equity" and provided that the "homebuyer(s) hereby waive any and all other rights and remedies at law, in equity or otherwise which might otherwise have been available to them in connection with any such disputes." *Parsons v. John Wieland Homes & Neighborhoods of the Carolinas, Inc.*, Op. No. 27655 (S.C. Sup. Ct. filed Aug. 17, 2016) (Shearouse Adv. Sh. No. 33 at 28); Record on Appeal in *Parsons* at 61, 77–79.

The Order also considers the jury trial waiver and class action waiver in the Warranty to be "limitations and disclaimers" similar to the terms found oppressive in *Smith*. However, *Smith* did not address jury trial and class action waivers because the controlling law provides that such provisions are not only enforceable but also irrelevant to an unconscionability analysis. *See AT&T Mobility, LLC v. Concepcion*, 563 U.S. 333 (2011); *Wachovia Bank v. Blackburn*, 407

S.C. 321, 755 S.E.2d 437 (2014); *The Gates at Williams-Brice Condo. Assoc. v. DDC Constr., Inc.*, Op. No. 5438 (S.C. Ct. App. filed Aug. 31, 2016) (Shearouse Adv. Sh. No. 35 at 22).

The Order also finds the Warranty has oppressive terms because it "disclaims all implied warranties." (Order at 12.) However, South Carolina law permits parties to waive implied warranties, *see Kirkman v. Parex, Inc.*, 369 S.C. 477, 485, 632 S.E.2d 854, 858 (2006), and therefore, providing an express warranty in exchange for implied warranties cannot constitute oppressive terms.

The Order further finds the Warranty is inconsistent "by negating all meaningful warranty coverage for the primary risk associated with said Warranty—damage arising out of or to the residences that Lennar built." (Order at 12.) The Order does not provide any reasoning or support for this finding, and the finding is not supported by the evidence. Contrary to the finding, the Warranty provides forty-four pages of covered items, with the items covered in the one year and two year warranty periods being broader than those covered by any implied warranty and with the ten year warranty period being longer than the eight years of protection otherwise provided under the law due to the statute of repose.

Finally, the Order does not find any of the terms of the actual arbitration provision in the Warranty to be oppressive. Rather, the Order's reasoning as to oppressive terms relies exclusively on terms contained in portions of the Warranty outside of the arbitration section. Therefore, even were there oppressive terms in the Warranty, because there are no oppressive terms in the arbitration provision, the arbitration provision is valid and enforceable under binding federal law, and the enforceability of the other terms is a matter left for the arbitrator to decide.

For all of these reasons, Lennar asks the Court to reconsider its decision and compel arbitration.

VI. There Is No Ambiguity as to the Law Governing the Arbitration Provisions

The Order *sua sponte* finds the arbitration provisions are ambiguous regarding whether arbitration is to occur pursuant to the Federal Arbitration Act ("FAA"), 9 U.S.C. §§ 1, *et seq.*, or the South Carolina Uniform Arbitration Act ("SCUAA"), S.C. Code §§ 15-48-10, *et seq.* (Order at 14–16.) This argument was not presented by any party prior to entry of the Order, and as a result, Lennar has not had an opportunity to address this argument.

In any event, there is no ambiguity as to the law governing arbitration in any of the four arbitration agreements. The Agreements and Warranty contain a notice on the first page that refers to the SCUAA, but that reference is just statutorily required notice of an arbitration provision and the actual terms of the arbitration provision specify that the FAA governs. The Order acknowledges this distinction by finding the reference to the SCUAA in the Agreements and Warranty is simply a statement that "the arbitration notice is being provided pursuant to" the SCUAA. (Order at 16.) Those statements merely provide a party with notice of arbitration and do not specify the applicable law.

In the Agreements the notice on the first page states: "**PURSUANT TO SECTION 15-48-10, SOUTH CAROLINA CODE OF LAWS, 1976, AS AMENDED, THIS SHALL CONSTITUTE WRITTEN NOTICE THAT THIS AGREEMENT IS SUBJECT TO MANDATORY BINDING ARBITRATION PURSUANT TO SECTION 16 OF THIS AGREEMENT.**" (Mot., Ex. A, Exs. 1–10.) This language makes clear that it is not stating that the SCUAA governs arbitration under the Agreements. Rather, the statement only provides that it is giving notice pursuant to the SCUAA—*i.e.*, "pursuant to [the SCUAA] this shall constitue written notice that . . ." Additionally, the notice provides that arbitration will be "pursuant to Section 16 of this Agreement," and Section 16 expressly states that the FAA governs.

Similarly, the Warranty states: **"THIS AGREEMENT IS SUBJECT TO ARBITRATION PURSUANT TO THE UNIFORM ARBITRATION ACT, SECTION 15048-10, [sic] ET SEQ. CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED."** (Mot., Ex. A, Ex. 29 at 14.) While that notice states the agreement "is subject to arbitration pursuant to" the SCUAA, it is only notice that the agreement "is subject to" arbitration under the SCUAA. The notice is *not* a statement that the SCUAA is the law governing arbitration. Stated differently, this is a notice that disputes may be arbitrated pursuant to the SCUAA, but not a selection of the SCUAA as the governing law.

In contrast with those two notice provisions, the actual arbitration provisions in the Agreements and the Warranty explicitly select the FAA as the law governing arbitration. Both agreements state a "Dispute" must "be submitted to binding arbitration as provided by the Federal Arbitration Act." (Mot., Ex A, Exs. 1–10, 29.) Accordingly, there is no conflict between the notice provision and the governing law provision, and therefore, there is no ambiguity as to the law governing arbitration under the Agreements and Warranty.

Even were there a conflict between the notice provision and the governing law provision, which there is not, the governing law provision still controls because it is a more specific provision which selects the FAA as the governing law as compared to the general notice provision which only provides notice of arbitration. *See Kenan, McKay & Spier v. Yorkville Cotton Oil Co.*, 109 S.C. 462, —, 96 S.E. 524, 525 (1918); 11 *Williston on Contracts* § 32:10 (4th ed.) ("When general and specific clauses conflict, the specific clause governs the meaning of the contract.").

Additionally, while the Order makes a general finding that "ambiguous terms as to the choice of law are within each of the agreements," the Order does not find any ambiguous terms

in the Covenants. The absence of such a finding is likely because the Covenants make no reference to the FAA and only refer to the SCUAA as the law governing arbitration. The notice at the top of the first page of the Covenants provides: "**THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION PURSUANT TO THE SOUTH CAROLINA UNIFORM ARBITRATION ACT (S.C. CODE ANN. § 15-48-10, ET SEQ., AS AMENDED**. (Mot., Ex. M at 1.) Moreover, the arbitration provision in the Covenants provides that claims "shall be settled by binding arbitration pursuant to the South Carolina Arbitration Act." (Mot., Ex. M at 48.) Therefore, even were there ambiguity in the Agreements or Warranty, there is no ambiguity in the Covenants, and arbitration should be compelled under the Covenants.

VII. Any Ambiguity Does Not Affect the Enforceability of the Arbitration Provisions

Even were there any ambiguity in the Agreements or Warranty, the ambiguity would not render arbitration agreements unenforceable. Rather, if the apparent conflict between the clauses can be resolved so as to give them both effect, the court must do so. *Osteen v. T.E. Cuttino Const. Co.*, 315 S.C. 422, 427, 434 S.E.2d 281, 284 (1993). If the clauses cannot both be given effect, the court still must resolve the conflict and enforce the agreement. *See Smith v. Clinkscales*, 102 S.C. 227, —, 85 S.E. 1064, 1065 (1915).

Regardless of how the SCUAA notice language and the FAA language are reconciled or which language applies, the end result is the same. Under either, this suit is to be compelled into arbitration in accordance with the terms of the arbitration provision. *See Dean v. Heritage Healthcare of Ridgeway, LLC*, 408 S.C. 371, 383–84, 759 S.E.2d 727, 733–34 (2014) (holding that arbitration agreements are enforceable even when a court cannot compel arbitration in accordance with all of the provision's terms so long as the parties' "primary intent of arbitrating" and the material terms can be carried out).

Additionally, upon reaching the conclusion that an enforceable agreement to arbitrate exists, any remaining issues, including the resolution of any ambiguities or conflicts within or among the Agreements, Warranty, Covenants, and Deeds, are for the arbitrator to resolve. *See Howsam v. Dean Witter Reynolds, Inc.*, 537 U.S. 79, 83–85 (2002); *John Wiley & Sons, Inc. v. Livingston*, 376 U.S. 543, 555–59 (1964); *Gissel v. Hart*, 382 S.C. 235, 241, 676 S.E.2d 320, 323 (2009); *Jackson Mills, Inc. v. BT Capital Corp.*, 312 S.C. 400, 403, 440 S.E.2d 877, 879 (1994).

VIII. The Order Erroneously Concludes That the FAA Does Not Apply Without Consideration of the Arguments and Evidence of Interstate Commerce

In concluding the transitions here were for nothing more than the "inherently intrastate" sale of a home, the Order overlooks the ample evidence of interstate commerce. As detailed in Lennar's briefing and at oral argument, the transactions between Plaintiffs and Lennar were for the *construction and* sale of homes. The Order relies on the *Bradley v. Brentwood Homes, Inc.* decision for its findings on this issue, but that decision states a contract involving the construction *and* sale of a residence involves *interstate* commerce and is subject to the FAA, providing: "We emphasize that had the Agreement actually encompassed the construction of the residence, it would have been subject to the FAA as our appellate courts have consistently recognized that contracts for construction are governed by the FAA." *Bradley v. Brentwood Homes, Inc.*, 398 S.C. 447, 458 n.8, 730 S.E.2d 312, 318 n.8 (2012). Additionally, in *Smith* the Court found a "home purchase agreement" between D.R. Horton and a homeowner was a contract "for the design and construction of a new home" and applied the FAA. *Smith*, Op. No. 27645 at 13. Moreover, the FAA applies to any arbitration agreement "evidencing a transaction involving commerce," 9 U.S.C. § 2, and that statutory language extends the scope of the FAA to the full limits of Congress' power to regulate interstate commerce. *See Allied-Bruce Terminix*

Companies, Inc. v. Dobson, 513 U.S. 265, 273–77 (1995); *Blanton v. Stathos*, 351 S.C. 534, 540, 570 S.E.2d 565, 568 (Ct. App. 2002).

The record contains ample evidence that the transactions at issue here were for both the construction and sale of Plaintiffs' residences. (Reply at 7–9.) The record is also replete with evidence that the transactions involved interstate commerce. (Reply at 9–10.) Accordingly, not only does the FAA govern the arbitration provisions in the Agreements and the Warranty because those provisions state the FAA applies, the FAA also applies because the Agreements and the Warranty involved interstate commerce.

IX. The Order Incorrectly Finds that Lennar is a Company Organized in South Carolina

In support of its conclusion that the transactions at issue did not involve interstate commerce, the Order finds: "The General Contractor for the project, Lennar Carolinas, LLC, is a corporation organized in the State of South Carolina." (Order at 18.) However, the only and undisputed evidence on this point is the affidavit of a Lennar executive which states: "Lennar is a Delaware limited liability company." (Cooper Aff. ¶ 4.) Additionally, the publically available, online records of the South Carolina Secretary of State[1] and the Delaware Department of State[2] show Lennar is a limited liability company organized in Delaware.

X. The Order Finds the Covenants Comply with the SCUAA and Does Not Find Any Terms of the Covenants Unconscionable Yet Does Not Compel Arbitration Under the Covenants

The Order finds the Covenants comply with the SCUAA and does not find any oppressive terms in the Covenants, yet the Order does not compel arbitration pursuant to the Covenants on the basis that "the Court finds the adhesive nature of the document and the fact

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[1] http://www.sos.sc.gov.
[2] http://www.corp.delaware.gov/.

that it was not presented to each homeowner to be persuasive and against public policy." (Order at 19.) However, arbitration agreements cannot be avoided on a generalized public policy basis, and therefore, the Court should compel arbitration pursuant to the Covenants.

The SCUAA provides that arbitration agreements must be enforced unless revocable on a ground applicable to any contract. *See* S.C. Code Ann. § 15-48-10 ("A written agreement to submit any existing controversy to arbitration or a provision in a written contract to submit to arbitration any controversy thereafter arising between the parties is valid, enforceable and irrevocable, save upon such grounds as exist at law or in equity for the revocation of any contract."); *Simpson v. MSA of Myrtle Beach, Inc.*, 373 S.C. 14, 24, 644 S.E.2d 663, 668 (2007) ("[A] party may seek revocation of the contract under 'such grounds as exist at law or in equity,' including fraud, duress, and unconscionability."). To invalidate a contract on the basis of public policy in South Carolina, the contract must violate a public policy expressed in a constitutional provision, a statutory law, or a judicial decision. *See, e.g.*, *White v. J.M. Brown Amusement Co, Inc.*, 360 S.C. 366, 371, 601 S.E.2d 342, 345 (2004); *Batchelor v. Am. Health Ins. Co.*, 234 S.C. 103, 112, 107 S.E.2d 36, 40 (1959). The Order does not rely on any public policy expressed in a constitutional provision, statutory law, or judicial decision, and therefore, the generalized statement of "public policy" the Order relies on is not a recognized ground for refusing to enforce a contract and not a valid basis for refusing to compel arbitration. Moreover, the General Assembly and South Carolina's courts have expressed a public policy in favor of the enforceability of covenants and arbitration agreements. *See, e.g.*, S.C. Code Ann. §§ 15-48-10 & 27-31-100; *Cape Romain Contractors, Inc. v. Wando E., LLC*, 405 S.C. 115, 125, 747 S.E.2d 461, 466 (2013) ("There is a strong policy in favor of the validity of arbitration agreements because of the strong policy favoring arbitration."); *Martin v. Cantrell*, 225 S.C. 140, 146, 81

S.E.2d 37, 39–40 (1954) (affirming the validity and enforceability of restrictive covenants). Therefore, not only is there no legal basis for the public policy expressed in the Order, the public policy finding in the Order contravenes South Carolina law.

Not only is there no public policy basis for refusing to enforce the arbitration agreement in the covenants, restrictive covenants are a valid vehicle for subjecting future claims to arbitration. Covenants are a type of contract, and property owners agree to be and are bound by covenants by purchasing land and accepting a deed. *See Hoffman v. Cohen*, 262 S.C. 71, 75, 202 S.E.2d 363, 365 (1974) ("Restrictive covenants are contractual in nature."); *Seabrook Island Prop. Owners Ass'n v. Pelzer*, 292 S.C. 343, 347, 356 S.E.2d 411, 414 (Ct. App. 1987) ("Restrictive covenants are contractual in nature and bind the parties thereto in the same manner as any other contract."). As a result, courts enforce the terms of restrictive covenants, including arbitration provisions. *See Roberson v. Cliffs Communities, Inc.*, No. 6:09-2701-HMH, 2010 WL 2721030 (D.S.C., July 8, 2010) (compelling arbitration based on arbitration provisions in deed and restrictive covenants); *Gates at Williams-Brice,* Op. No. 5438 at 22 (enforcing jury trial waiver and class action waiver in covenants).

In sum, because the arbitration provision in the Covenants complies with the SCUAA, the Order states no valid basis for not enforcing the arbitration provision in the Covenants, and arbitration provisions in covenants are enforceable, the Court should compel arbitration pursuant to the Covenants.

XI. The Covenants Were Provided to or Available to Homeowners and the Arbitration Provision in the Covenants is Enforceable Even if Homeowners Did Not Receive the Covenants

The Order finds the arbitration provision in the Covenants to be adhesive and unenforceable because the document "was not presented to each homeowner." (Order at 19.)

This finding is not supported by the record, and the evidence in the record indicates Plaintiffs received the Covenants. Furthermore, even if Plaintiffs were not presented with the Covenants, its arbitration provision remains enforceable.

First, the Order does not set out any evidence in support of its finding that the Covenants were not provided to Plaintiffs, and the only evidence of record on this issue are Plaintiffs' acknowledgments of receiving the Covenants. Section 3 of the Ricefield Way and The Abbey at Spring Grove Plantation Master Disclosure and Information Addendum to the Agreements (the "Master Disclosure") states: "Buyer acknowledges receipt, either in hard-copy or via internet or electronic means of all documents ('Governing Documents') for the Community and Neighborhood." (Mot., Ex. A, Exs. 1–10.) Section 3.1 of the Master Disclosure specifically acknowledges receipt of the Covenants, providing: "Buyer acknowledges receipt of, and agrees to be bound by the Declaration for Spring Grove Plantation Community . . . ." (Mot., Ex. A, Exs. 1–10.) Section 3.2 of the Master Disclosure states: "The Property will be subject to certain deed restrictions as reflected in the Limited Warranty Deed executed by Seller and furnished to Buyer at Closing. . . . The deed restrictions further require the arbitration of any Claim against Seller that cannot be resolved." (Mot., Ex. A, Exs. 1–10.) Section 6 of Rider B to the Agreements states: "Buyer acknowledges receipt of the Document Book for the Community containing many important documents regarding the Community, including but not limited to some of the documents of record affecting the property and the Community." (Mot, Ex. A, Exs. 1–10.) Accordingly, Plaintiffs acknowledged receipt of the Covenants and are bound by the arbitration provision therein. *See Towles v. United HealthCare Corp.*, 338 S.C. 29, 39, 524 S.E.2d 839, 845 (1999) (holding that where the plaintiff signed an acknowledgment of having received an employee handbook with an arbitration provision, the plaintiff "cannot legitimately

claim [the defendant] failed to provide actual notice of the arbitration provisions" and compelling arbitration).

Second, whether Plaintiffs were actually provided copies of the Covenants is immaterial to the enforceability of the arbitration provision therein. As the Court of Appeals ruled last month, provisions in Covenants specifying how disputes are to be resolved are enforceable where the property owner knew or should have known of the covenant provisions at the time of the purchase. *See Gates at Williams-Brice*, Op. No. 5438 at 22. There, property owners challenged dispute resolution provisions in the applicable covenants on the basis they did not knowingly and voluntarily agree to the provisions. The Court of Appeals rejected the owners' arguments and held they were bound by the provisions. *Id.* The Court of Appeals held the owners knowingly and voluntarily waived their rights because the Agreements gave the owners notice of the covenants and by signing the contracts, the owners were charged with reading the covenants. *Id.*

As in the *Gates at Williams-Brice* decision, the Covenants here were filed with and publically available through the Berkeley County Register of Deeds, and the Agreements notified Plaintiffs of and obligated them to read the Covenants. Section 11.1 of the Agreements states that title to Plaintiffs' properties will be subject to the "covenants . . . recorded in the public records for the County." (Mot., Ex. A, Exs. 1–10.) Additionally, the previously discussed acknowledgments in the Master Disclosure and Rider B placed Plaintiffs on notice that they were receiving and should read the Covenants.

XII. Lennar's Arbitration Agreements with Co-Defendants and Third-Party Defendants

In addition to moving to compel arbitration of Plaintiffs' claims, Lennar moved to compel arbitration as to nearly all Defendants and Third-Party Defendants as specified in the

Motion. While the Order denies the Motion in its entirety—"this denies Lennar's Motion to Compel Arbitration based on the unconscionable provisions of the arbitration provisions"—it contains no discussion of these Defendants and Third-Party Defendants and the rationale for denying the Motion as to these parties. Accordingly, Lennar respectfully seeks clarification and confirmation that the Order denies the Motion as to these Defendants and Third-Party Defendants and the basis for the denial. Lennar also respectfully seeks reconsideration of the Order's denial of the Motion as to these Defendants and Third-Party Defendants because, for the reasons previously articulated in writing and at the hearing on the Motion, the claims by and against these Defendants and Third-Party Defendants are subject to mandatory and binding arbitration pursuant to valid and enforceable arbitration provisions.

CONCLUSION

For the foregoing reasons, Lennar respectfully requests that the Court reconsider its Order and enter an order granting the Motion and compelling arbitration.

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Attorneys for Lennar Carolinas, LLC

September 29, 2016

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
)	
COUNTY OF BERKELEY)	
Patricia Damico and Lenna Lucas, Individually and on behalf of all others similarly situated, Joshua and Brettany Buetow, Edward and Sylvia Dengg, Jonathan and Theresa Douglass, Anthony and Stacey Ray, Danny and Ellen Davis Morrow, Czara and Chad England, Bryan and Cynthia Camara, and Matthew Collins, and Springs Property Owners'	C/A No. 2014-CP-08-02424
Plaintiff	
v.	**MEMORANDUM IN OPPOSITION TO AMENDED MOTION TO COMPEL ARBITRATION BY DEFENDANT LENNAR CAROLINAS, LLC**
Lennar Carolinas, LLC, Spring Grove Plantation Development, Inc., Manale Landscaping, LLC, Super Concrete of SC, Inc., Southern Greeen, Inc., TJB Truck/Leasing, LLC, Paragon Sitework Constructors, Inc., Civil Site Environmental, Inc., and Rick Bryant, Defendants.	
And	
Lennar Carolinas, LLC Third-Party Plaintiff,	
Vs.	
The Earthworks Group, Inc., Volkmar Consulting Services, LLC, Geometrics Consulting, LLC, Land/Site Services, Inc., Myers Landscaping, Inc., A.C. A. Concrete, Inc., Knight's Concrete Products, Inc., Knight's Redi-Mix, Inc., Coastal Concrete Southeast LLC, Coastal Concrete Southeast, II, LLC, Guaranteed Framing, LLC, OZZY	

Construction, LLC, Construction)
Applicators, Charleston, LLC, LA)
New Enterprises, LLC, Décor)
Corporation, DVS, Inc., Raul)
Martinez Masonry, LLC, Alpha)
Omega Construction Group, Inc.)
South Carolina Exteriors, LLC,)
Builders Firstsource – Southeast)
Group, LLC., and Low Country
Renovations and Siding, LLP
Third-Party Defendants

BACKGROUND

Defendant DVS, Inc. (hereinafter "DVS") hereby submits this Memorandum in Opposition to the Amended Motion to Compel Arbitration by Defendant Lennar Carolinas, LLC (hereinafter "Lennar"). The present case is a construction defect lawsuit arising from the construction of a residential community in Berkeley County named The Abbey at Spring Grove Plantation (hereinafter "The Abbey"). Lennar was the general contractor for the construction of the residential units at The Abbey and DVS was a siding installation subcontractor for Lennar. Per its job file, DVS' scope of work at The Abbey began in August 2011 and was completed by December 2013. Lennar has asserted a third-party claim against DVS for indemnity and DVS has responded with its own counterclaim against Lennar for indemnity.

On March 30, 2016, Lennar filed its Amended Motion to Compel Arbitration in the present case which states that DVS is subject to mandatory and binding arbitration under the terms of its agreement with Lennar. Attached to Lennar's motion was the Affidavit of Robert Mauch, which in its attached Exhibit 40 contained the June 2007 "Contractor Base Agreement" with DVS in which DVS allegedly submitted to mandatory and binding arbitration. For sake of reference, a copy of this purportedly binding

contract is attached as Exhibit 1 to this memorandum. The attached contract represents the foundation of Lennar's Amended Motion to Compel Arbitration as it relates to DVS.

DVS DID NOT AGREE TO SUBMIT TO MANDATORY AND BINDING ARBITRATION FOR ITS SCOPE OF WORK AT THE ABBEY

Under the Federal Arbitration Act as interpreted by the South Carolina Supreme Court, arbitration is a matter of contract, and a party cannot be required to submit to arbitration any dispute which it has not agreed to submit. Zabinski v. Bright Acres Associates, 346 S.C. 580, 596, 553 S.E.2d 110, 118 (2001). In the present case, the Contractor Base Agreement produced by Lennar that allegedly binds DVS to arbitration is dated June 26, 2007. However, DVS' scope of work at The Abbey did not begin until 2011. The Contractor Base Agreement relied upon by Lennar does not specifically reference The Abbey or any other construction project in either the arbitration provision at issue or any other section of the contract. Rather, the Contractor Base Agreement is a general contract which by its own terms only becomes binding on a particular project when the requisite project-specific "Purchase Order" template referenced and attached as "Schedule A" to the Contractor Base Agreement is executed.

The 2007 contract is five years old and makes no reference to the project. It does not give us scope of work, a price or anything other item. In order to be valid, the contract must provide these items at the very minimum. In the absence of providing the specific timeframes, amounts, and scope of work, there is no meetings of the mind in this 2007 document is a dead document. It cannot merely float in existence year after year and attached without further agreement.

Pursuant to the Federal Arbitration Act, challenges must be made to the arbitration provision itself and not to the contract generally because arbitration provisions are separable from the contracts in which they are included. South Carolina Pub. Serv. Auth. v. Great W. Coal, 312 S.C. 559, 562, 437 S.E.2d 22, 24 (1993). However, the arbitration provision at issue, like the rest of the Contractor Base Agreement, does not reference a specific project and states only that "THIS WAIVER SHALL APPLY TO THIS AGREEMENT, ANY FUTURE AMENDMENTS, SUPPLEMENTS OR MODIFICATIONS OF THIS AGREEMENT AND ANY FUTURE CHANGE ORDERS OR PURCHASE ORDERS." Therefore, because the arbitration provision at issue only applies to projects otherwise within the purview of the Contractor Base Agreement, it is necessary to analyze the scope of work provision under the Contractor Base Agreement to determine if indeed the arbitration provision binds DVS to arbitration for its work at The Abbey.

The specific "Purchase Order" referenced in the Contractor Base Agreement is not to be confused with the typical purchase order invoice sheets utilized in the construction industry in which subcontractors request and receive payment from the general contractor. Instead, the "Purchase Order" cited and attached as Schedule A to the Contractor Base Agreement is in fact a separate one-page contract which provides the project name, project address, project scope of work, and price/payment for the subcontractor for the project. It is clear from the scope of work provision in the Contractor Base Agreement that it only becomes binding on a particular project "upon receipt" by Lennar of the requisite "Purchase Order" contract form executed and attached as Schedule A to the Contractor Base Agreement:

> SCOPE OF WORK: Contractor shall provide labor, material, equipment or other services in such location(s) and under such terms as conditions as Lennar shall deem necessary (the "Work") upon receipt of a Purchase Order from Lennar. When issued, the Purchase Order (see Schedule A) shall become part of this Agreement. The location(s) where the Work is to be performed shall be known as the job site or Project site and may be more fully described in Exhibit "A" to the Purchase Order. Unless otherwise provided, the term "Subcontractor" shall include all persons or entities of all tiers, whether contracting directly with Contractor, or any person acting by, through or under Contractor, that are providing labor, materials, equipment, supplies, and/or supervision to satisfy the requirement of Contractor's Work.

Upon review of the cited "Purchase Order" template attached as Schedule A to the Contractor Base Agreement, the intent of the Contractor Base Agreement becomes evident: the Contractor Base Agreement contains all the basic material terms desired by Lennar for all of its projects and then the one-page "Purchase Order" contract will seak to bind DVS to the terms of the Contractor Base Agreement for each subsequent project in which a Schedule A Purchase Order form is completed. However, DVS did not execute it. Lennar has not produced the specific Schedule A "Purchase Order" form with DVS as described in the Contractor Base Agreement with regards to The Abbey. Therefore, there is no contractual document binding DVS to the terms of the Contractor Base Agreement with respect to The Abbey project in particular. The Contractor Base Agreement, as it stands today, is an empty contract that references no project, contains no project-specific scope of work, and contains no specific payment terms or amount for DVS. Until Lennar produces the requisite "Purchase Order" form that contains these missing material terms and indicates that DVS agreed to be bound by the terms of the arbitration provision and the Contractor Base Agreement with respect to The Abbey in particular, its motion to compel DVS to submit to arbitration must be denied.

IF THE PLAINTIFF IS SUCCESSFULIN ITS OPPOSITION TO ARBITRATION, THEN DVS IS ALSO ENTITLED TO A JURY TRIAL

Assuming *arguendo* that DVS is bound by the arbitration provision contained in the Contractor Base Agreement, there is nevertheless an exception contained in the arbitration provision that, if "LENNAR IS A PARTY TO A LAWSUIT, IS REQUIRED TO TRY THE DISPUTE BEFORE A JURY, AND BELIEVES THAT CONTRACTOR IS LIABLE, IN WHOLE OR IN PART, FOR THE CLAIMS BEING MADE IN THE LAWSUIT, THEN THIS WAIVER OF JURY TRIAL SHALL NOT APPLY[.]" The Plaintiff in the present lawsuit has filed a memorandum in opposition to Lennar's motion to compel the Plaintiff to submit to arbitration. In the event the Plaintiff is successful in opposing Lennar's motion to compel arbitration, then Lennar would be required to litigate the Plaintiff's claims against it before a jury and the cited exception to the arbitration provision would apply preventing DVS from being required to submit to arbitration. Therefore, DVS argues that, if the Plaintiff successfully opposes Lennar's motion, then DVS will also be required by the terms of the arbitration provision at issue to not submit to arbitration.

CONCLUSION

Based on the foregoing, DVS submits that Lennar's Amended Motion to Compel Arbitration should be denied.

S. Markey Stubbs
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Our File No. 7603.455
Attorneys for DVS, Inc.

April ____, 2016

Division Office: _____
Contract Number: _____
Cost Center: _____

CONTRACTOR BASE AGREEMENT

THIS CONTRACTOR BASE AGREEMENT (the "Agreement") made and entered into this 26 day of June, 2007, by and <Enter appropriate Lennar affiliate here> (hereinafter "Lennar") and DUS Inc (hereinafter "Contractor").

1. SCOPE OF WORK: Contractor shall provide labor, material, equipment or other services in such location(s) and under such terms and conditions as Lennar shall deem necessary (the "Work") upon receipt of a Purchase Order from Lennar. When issued, the Purchase Order (see Schedule A) shall become part of this Agreement. The location(s) where the Work is to be performed shall be known as the job site or Project site, and may be more fully described in Exhibit "A" to the Purchase Order. Unless otherwise provided, the term "Subcontractor" shall include all persons or entities of all tiers, whether contracting directly with Contractor, or any person acting by, through or under Contractor, that are providing labor, materials, equipment, supplies, and/or supervision to satisfy the requirements of Contractor's Work.

1.1 PERFORMANCE OF THE WORK. Contractor shall furnish all labor, materials, equipment, supplies, supervision and all other things necessary to timely and properly perform the Work in a good and workmanlike manner, free from defects in workmanship or materials, acceptable to Lennar, and in strict accordance with (i) the plans and specifications, (ii) any applicable manufacturer's specifications, recommendations or requirements, (iii) applicable industry standards, codes, or other rules or regulations, and (iv) the requirements of Lennar's overall schedule. Contractor guarantees the availability of all labor, equipment and materials necessary to complete the Work in strict accordance with Lennar's schedule. Contractor shall be solely responsible to pay for all labor, salaries, materials, tools, equipment, supplies, state, federal, local and all other applicable sales, use, income or other taxes of any type or nature, transportation, storage facilities, offices, telephones, other overhead, shop drawings, supervision, temporary or permanent facilities and all other things necessary for the full and complete performance of the Work covered by this Agreement and the Purchase Order(s). Contractor shall secure and pay for all permits and governmental fees, licenses and inspections, to the extent necessary, for the proper execution and completion of Contractor's Work. No substitutions shall be allowed in the performance of the Work unless expressly approved by Lennar in writing.

1.2 INSPECTION AND INVESTIGATION. Contractor shall fully and completely investigate and study (i) the Project site, (ii) the plans and specifications, (iii) any manufacturer's specifications, and (iv) all other conditions that may affect the Work, and shall be solely responsible for verifying that it possesses the most current set of plans and specifications. By executing the Purchase Order, Contractor represents that it has noted no deficiencies or problems with the Project site, the plans and specifications, the manufacturer's specifications, or any other conditions which would impact its ability to perform the Work in accordance with the requirements of this Agreement or any Purchase Order. If Contractor subsequently discovers any discrepancies between the plans, specifications, manufacturer's specifications, physical conditions, or any errors and omissions in the plans or specifications or in the layout as given that might affect the Work, Contractor shall immediately notify Lennar in writing. Any Work performed by Contractor relating to such discrepancy, error or omission shall be done at Contractor's sole risk. Prior to ordering materials or performing the Work, Contractor shall verify (i) that the materials are adequate for the performance of the Work, and (ii) that all measurements or conditions relevant to Contractor's Work are acceptable. No extra charge or compensation shall be allowed on account of differences between actual dimensions or conditions, and the measurements and conditions which may be found as indicated in the plans and specifications. The soils and geology reports, investigations or borings available to Contractor were prepared by third parties and made only for the purpose of study and design. Lennar does not warrant or guarantee, either expressly or impliedly, (i) the sufficiency or accuracy of the reports or investigations or borings which have been made, or (ii) any conditions that exist throughout the Project. Contractor agrees to undertake the Work subject to all the conditions as they now exist or may arise.

1.3 DEFECTIVE WORK. Contractor is responsible, at its sole cost, for promptly repairing or replacing any defective Work noted by Lennar or any third-party inspectors. In the event Contractor's Work involves construction of a residential dwelling, Contractor is also responsible, at its sole cost, for promptly repairing or replacing any defective Work noted by the homebuyer. Contractor shall provide Lennar with an itemized construction inspection checklist in a form approved by Lennar that Contractor will use to verify completion and workmanship of the Work. The failure of Lennar to identify any defects in the Work during any inspection shall not relieve Contractor of its responsibility to perform the Work in accordance with the requirements of this Agreement. Lennar shall be the sole judge of the adequacy of the repairs made to fix defective work. If Contractor covers any Work prior to Lennar's inspection of the Work, then Contractor shall be responsible for the cost of uncovering or removal and replacement of the Work to allow Lennar's inspection. Contractor shall correct all items noted as needing correction within forty-eight (48) hours of receipt of Lennar's notice. In the event Contractor's Work involves construction of a residential dwelling, Contractor shall correct all items noted as needing correction including any items noted during homebuyer's Orientation before the earlier of (i) close of homeowner's escrow, or (ii) forty-eight (48) hours of receipt of Lennar's notice.

1.4 PROGRESS. Contractor shall comply with the deadlines and schedules established in the Purchase Order and by Lennar, and shall prosecute the Work with diligence and with adequate labor, equipment and materials to satisfy Contractor's progress requirements and so as not delay the work of other contractors. Contractor shall cooperate and coordinate its Work with all other contractors so as to avoid any delay or interference.

1.5 WORK OF OTHERS. Contractor shall be responsible for protecting its Work and the work of other contractors or Lennar until final acceptance by Lennar. Contractor shall, without limitation, be fully responsible for the protection of all existing structures, materials, equipment, curbs, landscaping, flora, fauna, and adjacent property. Contractor shall be responsible for inspecting the work of other contractors that may affect its own Work and shall immediately report to Lennar, in writing, any defects, discrepancies or problems which could adversely affect Contractor's work.

1.6 MATERIALS. Unless otherwise specifically stated in this Agreement or any Purchase Order, all goods or materials (i) are to be shipped F.O.B. job site and paid for by Contractor, and (ii) shall be used within seven (7) days of their receipt. Deliveries to and storage at the Project or job site are the sole risk and responsibility of the Contractor. Contractor shall be responsible for damage or loss to all material and equipment until final payment by Lennar. No materials will be paid for until properly installed. Title to the Work shall vest in Lennar upon performance, provided however, the vesting of such title shall not impose any obligations on Lennar or relieve Contractor of any of its obligations hereunder. To the extent not prohibited by law, Contractor hereby waives any security interest or ownership rights it may have in goods or material to be supplied hereunder and waives its right to the remedies available for a buyer's breach as provided in the Uniform Commercial Code. On-site storage for materials is not provided unless otherwise set forth in a Purchase Order.

1.7 DELAYS AND DISRUPTION/WAIVER OF CONSEQUENTIAL DAMAGES. IN THE EVENT OF ANY DELAY, DISRUPTION, INTERFERENCE, STOPPAGE OR HINDRANCE IN COMMENCEMENT OR PROSECUTION OF THE WORK CAUSED BY ANY REASON WHATSOEVER (EACH, AN "INTERRUPTION"), INCLUDING ANY WORK INTERRUPTIONS CAUSED IN WHOLE OR IN PART, OR ALLEGED TO HAVE BEEN CAUSED IN WHOLE OR IN PART, BY LENNAR OR OTHER CONTRACTORS CONTRACTOR, TO THE FULLEST EXTENT PERMITTED BY LAW, HEREBY WAIVES ANY DAMAGES CAUSED BY SUCH WORK INTERRUPTIONS. CONTRACTOR'S SOLE AND EXCLUSIVE REMEDY FOR ANY WORK INTERRUPTIONS SHALL BE AN EXTENSION OF TIME TO PERFORM ITS WORK. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SPECIFICALLY WAIVES ANY RIGHT TO RECOVER DIRECT, INDIRECT, CONSEQUENTIAL, IMPACT, OR OTHER COSTS, EXPENSES, OR DAMAGES (INCLUDING BUT NOT LIMITED TO DELAY DAMAGES, COSTS OF ACCELERATION, INEFFICIENCY, LOSS OF ORGANIZATION, LOSS OF PROFITS, JOB SITE OR HOME OFFICE OVERHEAD, LABOR OR MATERIAL ESCALATION, OR DETERIORATION OF MATERIALS CAUSED BY ANY WORK INTERRUPTION. TO THE FULLEST EXTENT PERMITTED BY

LAW CONTRACTOR ALSO SPECIFICALLY WAIVES ANY RIGHT TO RECOVER INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY TYPE AND NO MATTER THE CAUSE OF SUCH DAMAGES OR FAULT ON THE PART OF LENNAR OR ANY OTHER PERSON. NOTWITHSTANDING THE FOREGOING, THESE WAIVERS SHALL NOT PRECLUDE RECOVERY OF DAMAGES BY CONTRACTOR FOR WORK INTERRUPTIONS CAUSED SOLELY BY FRAUD, BAD FAITH, OR ACTIVE INTERFERENCE ON THE PART OF LENNAR.

2. LABOR AND SUPERVISION: Contractor shall maintain competent and sufficient supervision and employees on site during all times that Contractor is performing its Work. Contractor's superintendent shall be experienced, fully able to communicate with Lennar, trained, knowledgeable as to the Work, and shall have full authority to act for and bind Contractor. Contractor's superintendent shall be satisfactory to Lennar, and shall not be changed without Lennar's written consent. All communications or directions given to the Contractor's superintendent shall be as binding as if given to Contractor. Contractor shall enforce strict discipline and good order among its employees and Subcontractors, and shall not employ any unfit or unskilled person. Contractor shall immediately remove and replace any person deemed unfit or unskilled by Lennar. Contractor shall maintain a list of all persons performing its Work on the job site and shall produce such list to Lennar upon request. Contractor shall perform criminal background checks of any person that will perform any portion of its Work, and Contractor shall not allow any registered sex offender or any person convicted of a felony or a misdemeanor involving theft, larceny, violence, sexual assault or any other crime of moral turpitude to work at the Project site or job site. In performing such background checks, Contractor shall comply with all requirements of the Fair Credit Reporting Act and any other applicable laws and regulations.

3. LEGAL COMPLIANCE: Contractor and its Subcontractors shall, at all times, comply with all applicable local, state, or federal statutes, ordinances, rules and regulations, and any amendments thereto, as well as those of any other public body having authority concerning the Work, including *without limitation*, the local and state building codes, FHA Minimum Property requirements, VA building code requirements, the Occupational Safety and Health Act of 1970, 29 U.S.C. §§ 651 et seq, the Immigration Reform and Control Act of 1986 ("IRCA"), the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 ("IIRAIRA"), the Immigration and Nationality Act ("INA"), all applicable equal employment opportunity laws and requirements promulgated by any governmental authority, including, without limitation, the requirements of Title VII of the 1964 Civil Rights Act, 42 United States Code, Section 1981, Executive Orders 11246, 11375 and 11476, the Age Discrimination in Employment Act, the Americans with Disabilities Act, and the Fair Labor Standards Act; all applicable local, state, or federal environmental laws and regulations including, without limitation, the Clean Air Act, 42 USC §§ 7401-7671; the Clean Water Act, 33 USC §§ 1251-1387; the Comprehensive Environmental Response Compensation and Liability Act (CERCLA), 42 USC §§ 9601-9675; the Solid Waste Disposal Act, 42 USC §§ 6901-6992, the Toxic Substances Control Act, 15 USC §§ 2601-2692; and the Endangered Species Act of 1973, 16 USC §§ 1531-544. Contractor is solely responsible, for itself and others acting by, through or under Contractor, for compliance with the requirements of this paragraph and the other obligations of this Agreement.

3.1 IMMIGRATION. With respect to its obligations herein or in any Purchase Order, Contractor specifically warrants and agrees it (i) shall not knowingly hire or continue to employ aliens not authorized to work in the United States, (ii) has and shall continue to verify the employment documentation specified in the Immigration Act, and (iii) has and shall properly complete and retain the Immigration and Naturalization Service's Form I-9 for all its employees covered by the Immigration Act. Accordingly and pursuant to the indemnity requirements of this Agreement, Contractor agrees to defend, indemnify and hold Lennar free and harmless from and against any claims or charges asserted or filed against and any judgments, fines, penalties and assessments entered against Lennar arising from or as the result of the employment or engagement of any person inconsistent with the foregoing promises or the laws of the United States. In addition, should Contractor fail to comply with this Section, Lennar shall have the right to rescind this Agreement and/or declare Contractor in default under this Agreement and as a result Lennar will be entitled to all direct, indirect, consequential, lapsed, or other costs, expenses, or damages, including but not limited to costs, loss of organization, lost profits, or attorneys' fees and/or paraprofessional fees arising out of or as a result of Contractor's breach of this Section. Furthermore, at Lennar's sole discretion and as a monetary remedy for such breach, Lennar shall, as liquidated damages and not as a penalty, withhold all or any portion of payments owed to Contractor for any work completed but unpaid prior to Contractor's breach.

3.2 PATENT AND COPYRIGHTS. Contractor shall assume all liability for all royalties, licenses, patent fees, and any other charges made in connection with the use of patented or copyrighted processes in connection with its Work.

3.3 ENVIRONMENTAL. Prior to commencing the Work, Contractor shall identify in writing all hazardous or toxic substances to be used in performing the Work by Contractor, and shall provide Material Safety Data Sheets ("MSDS") to Lennar for those substances. Lennar may hold any payments otherwise due Contractor until such documentation is supplied. Contractor shall immediately notify Lennar in writing of all hazardous or toxic substances discovered during the performance of the Work or otherwise brought to the job site which were omitted from any previous notification(s) and promptly provide the MSDS on those substances to Lennar. Contractor shall not allow any hazardous or toxic substances on the job site unless (i) necessarily required for the performance of its Work, and (ii) Contractor has previously provided Lennar with MSDS sheets for those substances. Contractor shall immediately notify Lennar of any spill, release or discharge of any chemical or hazardous or toxic substance by itself or any other person. As to any spill, release or discharge of any chemical or hazardous or toxic substance which is caused by Contractor or any of its employees, agents, Subcontractors, customers, or invitees, Contractor shall at its sole expense, immediately take all reasonable, necessary and legally required actions to (i) prevent the further spread of any spill, release or discharge, and (ii) take immediate action to properly clean up said spill, release or discharge (including without limitation any soil or water contaminated by such spill, release or discharge) in full compliance with all applicable laws and regulations and any directions from Lennar.

It is acknowledged and understood that Contractor has inspected the job site, observed the environmental conditions of the job site, and reviewed and complied with Lennar's plans and specifications, including Lennar's Storm Water Pollution Prevention Plan ("SWPPP") and Dust Control Plan, and that Contractor has notice and knowledge of the environmental conditions of the job site. If, during the course of its performance of the Work, Contractor discovers a previously unidentified environmental condition, then Contractor shall immediately notify Lennar and shall not proceed with any work that would disturb such environmental condition without Lennar's approval.

3.4 STORM WATER COMPLIANCE. Contractor shall comply and shall ensure compliance by those acting by, through or under Contractor, with Lennar's SWPPP, applicable storm water permit ("Permit"), Dust Control Plan, and Lennar's Storm Water Compliance Guidelines to the extent applicable to Contractor's work ("Guidelines"). If such Guidelines have been developed at the time of this Agreement. Before beginning any work at the job site, Contractor shall review the SWPPP, Permit, and applicable Guidelines, copies of which will be available at the job site or will be made available upon Contractor's request. If required, or requested by Lennar, Contractor shall sign the SWPPP before beginning its work. To the extent applicable to its work, Contractor shall fully comply with and implement the SWPPP, including the Best Management Practices ("BMPs") described by the SWPPP and applicable Guidelines. Contractor shall take care not to damage any BMPs, including any storm water, sediment, or erosion controls, by its work, and in the event Contractor causes such damage it shall immediately report such damage to Lennar and take appropriate measures to remedy such damage. Without limiting any of its other rights or remedies provided elsewhere in this Agreement (including its right to defense and indemnification by Contractor), Lennar may offset from any payments due Contractor, or otherwise recoverable from Contractor: (i) the costs to repair or replace any BMPs damaged by Contractor; and (ii) the costs of all fines, fees, expenses and other penalties sought against or incurred by Lennar due to, in whole or in part, (a) Contractor's violation of the obligations herein, (b) Contractor's violation of the SWPPP, including violations arising from damage to BMPs caused by Contractor, or, (c) Contractor's interference with the implementation of the SWPPP by Lennar or by any other party responsible for implementing the SWPPP. Failure to satisfy the obligations in this paragraph shall be deemed a material default of this Agreement, and Lennar may, without prejudice to any other right or remedy, (i) withhold any payments to Contractor under this Agreement or otherwise until Contractor has remedied its failure, and/or (ii) terminate this Agreement, withhold payments otherwise due Contractor under this Agreement or otherwise, and retain a separate contractor to complete Contractor's obligations at Contractor's expense.

3.5 DUST CONTROL COMPLIANCE. Contractor shall comply and shall ensure compliance by those acting by, through or under Contractor, with Lennar's Dust Control Plan and applicable Dust Control Permits. Before beginning work at the job site, Contractor shall review the Dust Control Plan and Dust Control Permit, copies of which will be available at the job site or will be made available upon Contractor's request. To the extent applicable to its work, Contractor shall fully comply with and implement the Dust Control Plan and best management practices ("dust control BMPs") including any other mitigation measures, devices or work practices, described by the Dust Control Plan. Contractor shall take care not to damage any dust control BMPs at the job site by its work; in the event Contractor causes such damage it shall immediately report the damage to Lennar and take appropriate measures to remedy such damage.

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Without limiting any of its other rights or remedies provided elsewhere in this Agreement (including its right to defense and indemnification by Contractor), Lennar may offset from any payments due Contractor, or otherwise recoverable from Contractor (i) the costs to repair, or replace any dust control BMPs damaged by Contractor, and (ii) the costs of all fines, fees, expenses and other penalties sought against or incurred by Lennar due to, in whole or in part (a) Contractor's violation of the obligations herein, (b) Contractor's violation of the Dust Control Plan, including violations arising from damage to dust control BMPs caused by Contractor, or (c) Contractor's interference with the implementation of the Dust Control Plan by Lennar or by any other party responsible for implementing the Dust Control Plan. Failure to satisfy the obligations in this paragraph shall be deemed a material default of this Agreement, and Lennar may, without prejudice to any other right or remedy, (i) withhold any payments to Contractor under this Agreement or any Purchase Order(s) hereunder or otherwise until Contractor has remedied its failure, and/or, (ii) terminate this Agreement, withhold payments otherwise due Contractor under this Agreement or otherwise, and retain a separate contractor to complete Contractor's obligations at Contractor's expense.

3.6 SAFETY: Contractor is an independent contractor and shall be solely responsible for ensuring that its Work is performed in a safe manner. Nothing herein shall be deemed to be an exercise of control by Lennar of Contractor's safety obligations. Contractor shall take all reasonable and necessary safety precautions with regard to the Work, shall coordinate its safety precautions with other contractors, subcontractors, and suppliers, shall comply with all safety requirements, laws, regulations, rules or ordinances of any authority (governmental or otherwise) responsible for the safety of persons or property. Contractor shall notify Lennar, both verbally and in writing, of all injuries to Contractor's employees within eight (8) hours of the injury. Failure to adhere to Lennar's safety policies, the safety requirements of this Agreement, or the job rules shall be deemed a material default of Contractor's obligations. Contractor agrees to comply with all health and safety programs, as well as any rules promulgated by Lennar, in furtherance of Contractor duties under the Occupational Safety and Health Act. If in the opinion of Lennar the health and safety of any person or persons is endangered or appropriate safety measures are not being implemented, Lennar may (but is not required to) take such action as it deems necessary and appropriate, including without limitation, the following: (i) stop Contractor's Work or require Contractor to immediately remedy any unsafe condition caused by the Contractor at its own expense; (ii) shut the Project or Job site down, in whole or in part, until any unsafe condition is remedied; (iii) remedy any unsafe condition caused by Contractor at Contractor's sole expense; (iv) terminate this Agreement and hold Contractor fully liable for any losses incurred by Lennar as a result of the Contractor-caused unsafe condition and such termination; and/or (v) recover against Contractor all fines or penalties assessed by any authority (governmental or otherwise) and caused by or alleged to have been caused by Contractor.

3.7 Contractor acknowledges that it has reviewed all provisions of Lennar's Environmental Management Policy, including Lennar's SWPPP and Dust Control Plan, and that it has reviewed, signed, and returned Lennar's Trade Partner BMP Compliance Measures.

4. JOB RULES: Contractor is solely responsible for complying with and ensuring compliance by its employees and its Subcontractors with (i) Lennar's Code of Safe Practices, (ii) other Lennar policies concerning safety, reasonable restrictions on use and access to the job site by unauthorized personnel, and (iii) the other rules and policies concerning Lennar's work and as set forth in Schedule D to this Agreement. Upon failure to so comply, Lennar may, in addition to the other remedies herein, stop Contractor's Work and/or terminate this Agreement.

5. LIENS AND BOND CLAIMS: Contractor shall keep the Work and the real property being improved by Contractor free and clear of any liens, stop notices, fund trapping notices, or bond claims of any kind whatsoever (collectively "Lien or Bond Claims"), to the extent such Lien or Bond Claims (a) relate to Contractor's Work, or (b) are for any monies due or allegedly due (i) Contractor or any Subcontractor, (ii) any factoring company, lender (secured or unsecured), or (iii) any other entity claiming by, through, or under Contractor or any Subcontractor (collectively the "Lien Claimants"). In the event a Lien or Bond Claim is filed or threatened to be filed by any Lien Claimant, Contractor shall, at Lennar's sole election, immediately (i) settle and resolve such claim and obtain a full waiver and release of the Lien or Bond Claim from the Lien Claimant, or (ii) provide a statutory bond acceptable to Lennar that will bond around or discharge such Lien or Bond Claim. Should Contractor fail to do so, Lennar may, without additional notice to Contractor, (i) settle, bond or discharge the lien or bond claim in any manner Lennar deems appropriate, and charge the costs thereof (including payment of the lien, stop notice or fund trapping notice, or bond claim amount, premiums for bonds, overhead, costs, and reasonable attorneys' fees and paraprofessional fees) to Contractor, and/or (ii) withhold further payments to Contractor under this Agreement or otherwise until Contractor has complied with its obligations herein. Lennar's obligations to pay such costs is not limited to any monies, if any, then due or to become due Contractor under any contract between Lennar and Contractor. Contractor has not and shall not assign any right or claim for payment from Lennar or any right to perfect a lien against the Work or real property to any third person. Any assignment or attempted assignment shall be unenforceable against Lennar, and shall be deemed a material default of this Agreement. Contractor shall include substantially identical language to this Section 5 in all subcontracts of any Subcontractor, and shall also require that all Subcontractors shall waive and release all liens and claims to liens as a condition to their receiving payment.

5.1 At Lennar's request, Contractor shall provide the following to Lennar: (i) Proof of payment for labor, equipment, or material or equipment supplied for the Work or any other obligation for payment arising from the Work; (ii) an affidavit stating that every Subcontractor has been paid in full up to and including the date of any payment application, along with the names of any such person or entity who has not been paid in full and the amount due each; (iii) a Partial Waiver and Release of Lien executed by Contractor or any Subcontractor, in a form acceptable to Lennar, indicating their waiver and release of all lien rights for any part of the Work performed as of the date of Contractor's payment therefore; and, (iv) prior to final payment for the Work, a Final Lien Waiver and Release from Contractor and/or any Subcontractor. If Lennar believes that Contractor's financial circumstances will affect Contractor's performance of its obligations herein, Lennar may take any other precautionary action it deems reasonably necessary to protect its interests including, without limitation, (i) the right to request additional financial assurances from Contractor, (ii) the right to require Contractor to post, at Contractor's cost, a payment bond, (iii) the right to withhold all or any portion of payments due Contractor, or (iv) the right to make payments jointly to Contractor and any person claiming monies from Contractor or any Subcontractor.

[**DIVISIONS: PLEASE CHECK APPROPRIATE BOX WHETHER UTILIZING CONDITIONAL OR UNCONDITIONAL LIEN WAIVERS**]

5.2 CONDITIONAL/UNCONDITIONAL LIEN WAIVER:

☐ CONDITIONAL LIEN WAIVER: At such time as an invoice is submitted, and as a condition to receiving payment, Contractor shall execute and furnish to Lennar a notarized conditional lien release acknowledging receipt of all payments through the period covered by the current invoice and shall, upon request by Lennar, cause all of its Subcontractors to execute similar lien waivers acknowledging receipt of all payments due through the period covered by the current invoice, to the extent payment is actually received. Contractor shall also submit unconditional notarized lien releases from itself and all Subcontractors for payments previously made by Lennar. The lien waivers required to be delivered to Lennar by Contractor under this Agreement shall be original executed waivers, not photocopies, and shall comply with all applicable laws regarding such lien waivers. Contractor shall also comply with all procedural requirements of laws of the State that govern this Agreement with respect to the enforceability of such lien waivers. Regardless of this section, Contractor agrees to provide Lennar with materials and supplies that are free and clear of any debt or lien against said materials or supplies. Upon receipt of final payment for the Work, Contractor shall (from itself and all Subcontractors) provide a Final Unconditional Lien Waiver and Release to Lennar for each property for which the Work was provided.

☐ UNCONDITIONAL LIEN WAIVER: At such time as payment is made and as a condition for such payment, Contractor shall execute and furnish to Lennar a notarized unconditional lien release acknowledging receipt of all payments through the period covered by the current invoice and shall, upon request by Lennar, cause all of its Subcontractors to execute similar lien waivers acknowledging receipt of all payments due through the period covered by the current invoice. The lien waivers required to be delivered to Lennar by Contractor under this Agreement shall be original executed waivers, not photocopies, and shall comply with all applicable laws regarding such lien waivers. Contractor shall also comply with all procedural requirements of laws of the State that govern this Agreement with respect to the enforceability of such lien waivers. Regardless of this section Contractor agrees to provide Lennar with materials and supplies that are free and clear of any debt or lien against said materials or supplies. Upon receipt of final payment for the Work, Contractor shall (from itself and all Subcontractors) provide a Final Unconditional Lien Waiver and Release to Lennar for each property for which the Work was provided.

6. LENNAR'S EQUIPMENT: Should Contractor or any Subcontractor use equipment, scaffolding or other facilities of Lennar or another contractor, it is understood and agreed that (i) Contractor and Subcontractor shall fully inspect and become familiar with the proper and safe use of

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such equipment, scaffolding or facilities, (ii) Contractor and Subcontractor shall properly train and supervise their employees, subcontractors and suppliers in the proper and safe use of such equipment, scaffolding and facilities, and (iii) Contractor's or Subcontractor's use of such equipment, scaffolding or facilities shall be at their sole risk. Contractor and Subcontractor waive all claims and liability of any type or nature against Lennar and the owners or lessors of such equipment, scaffolding or other facilities, assumes the full risk of the operation thereof, and assumes full responsibility for any and all loss, cost, expense (including all attorneys' fees and paraprofessional fees), damage, or injury arising therefrom.

7. SECURITY: Contractor shall be solely responsible for providing security for its Work, tools, equipment, materials or other property. Regardless of whether Lennar provides security at the Project, Lennar shall not be responsible for theft, vandalism or loss to any of Contractor's or Subcontractor's Work, tools, equipment, materials or other property.

8. CLEAN UP: Contractor shall maintain a tidy job site and Community and clean up and haul away all debris, rubbish, hazardous or toxic discharges and surplus materials ("Construction Debris") on a daily basis and properly dispose of such Construction Debris in an authorized trash bin or at a licensed or certified landfill. In addition, Contractor will leave the job site, subject property and, if applicable, the building premise(s) clean and in good order. These obligations are in addition to Contractor's obligations under any other section of this Agreement. If, after 24 hours notice by Lennar's representative to Contractor's representative, Contractor has not diligently proceeded with the clean-up as outlined in this Section, then Lennar shall have the right to proceed with the clean-up at Contractor's expense.

9. INSURANCE: Before starting Work, Contractor shall procure and maintain at its own expense the insurance set forth in Schedule C hereto, which requirements are incorporated by this reference as though set forth in full herein.

10. EXPRESS WARRANTIES: Contractor expressly warrants to Lennar, Lennar's customers, or any subsequent owner of a structure constructed by Lennar (collectively "Warranty Beneficiaries"), that its Work shall be performed in a good and workmanlike manner, free from defects in workmanship or materials, and in strict accordance with (i) the plans and specifications, (ii) any applicable manufacturer's specifications, recommendations or requirements, and (iii) all applicable industry standards, codes, or other rules or regulations applicable to the performance of the Work. This warranty section is in addition to warranties provided by law. Any portion of Contractor's Work not complying with the foregoing shall be considered defective. Contractor shall also require each of its Subcontractors to give to Lennar the same warranty regarding the Subcontractor's work. Contractor shall, within two (2) working days of notification by Lennar, repair or replace any defective Work unless the warranty work could not reasonably be performed within such time period, in which event the warranty work shall be performed as quickly as reasonably possible. In the event of an emergency (as determined by Lennar), the Contractor shall perform its warranty work within eight (8) hours. In addition, a seven (7) day-a-week and a twenty-four (24) hour on-call emergency service must be provided by Contractor and any Subcontractor providing roofing, plumbing, electrical and/or HVAC work.

10.1. Extended Warranties. In addition to the foregoing warranties, Contractor shall also, (a) for a period of twelve (12) months from (i) the *date of close of escrow* between Lennar and its homebuyers for Work associated with a structure or associated site work intended to be used primarily for residential purposes, or (ii) *final completion of the Work* for all other types of Work, repair or replace *any defective Work*, and perform Lennar's obligations under any applicable warranty insurance programs (the "One Year Warranty"); (b) for a period of twenty-four (24) months from the (i) the date of close of escrow between Lennar and its homebuyers for Work associated with a structure or associated site work intended to be used primarily for residential purposes, or (ii) *final completion of the Work* for all other types of Work, repair or replace any defective Work associated with any *heating, cooling, mechanical and electrical systems* (the "Systems") installed by Contractor, and perform Lennar's Systems obligations under any applicable warranty insurance programs (the "Two Year Warranty"); and (c) for a period of one-hundred twenty (120) months from (i) the *date of close of escrow* between Lennar and its homebuyers for Work associated with a structure or associated site work intended to be used primarily for residential purposes, or (ii) *final completion of the Work* for all other types of Work, repair or replace any defective Work, associated with *structural damage*, and perform Lennar's obligations under any applicable warranty insurance programs (the "Ten Year Warranty"). The foregoing obligations exist so long as the defect(s) arose or existed during the relevant extended warranty periods, and even if such defects were not observed until after the expiration of the extended warranty period. Should Lennar perform any of Contractor's warranty work (extended or otherwise), Contractor shall reimburse Lennar for the cost of repairing or replacing such defective Work. Notwithstanding anything to the contrary herein, should any state or federal law impose a warranty, express or implied, or any other obligation to repair, replace or pay for defective work arising from Contractor's Work that is longer than the time period set forth in this paragraph, Contractor's warranty obligation period shall be deemed to extend for the duration of the applicable state or federal law.

10.2 Manufacturer's Warranties. Prior to the earlier of completion of Work or upon the termination of this Agreement, Contractor shall provide Lennar with any and all applicable manufacturer's warranties on equipment, materials or appliances furnished pursuant to this Agreement. Contractor shall fully cooperate with Lennar in making any claim on any manufacturer's warranty.

11. EXTRA WORK/CHANGES: NO EXTRA WORK OR CHANGES SHALL BE PERFORMED BY CONTRACTOR OR PAID FOR BY LENNAR UNLESS (i) SPECIFICALLY AUTHORIZED IN WRITING BY LENNAR'S CONSTRUCTION SUPERINTENDENT, AND (ii) A WRITTEN PURCHASE ORDER IS SIGNED BY BOTH CONTRACTOR AND LENNAR'S CONSTRUCTION SUPERINTENDENT PRIOR TO COMMENCING ANY EXTRA WORK OR CHANGES. NO EMPLOYEE OR REPRESENTATIVE OF LENNAR IS AUTHORIZED TO MAKE ANY VERBAL AGREEMENT WAIVING THIS PROVISION, AND CONTRACTOR AGREES THAT IT SHALL NOT RELY ON ANY VERBAL AGREEMENT IN PERFORMING ANY WORK.

12. PAYMENT: The price for the Work and additional terms for payment shall be set forth in the Purchase Order. Lennar has no obligation to pay Contractor for any Work performed prior to execution of a written Purchase Order which specifically covers such Work. No payment shall be due unless Contractor has otherwise satisfied all obligations set forth in this Agreement.

12.1 Payment shall be made in accordance with Lennar's standard practices. Payment will only be considered for Work properly performed, inspected and accepted as of the date of the payment request. As a condition precedent to any payment, Contractor shall (i) submit a request for payment to the Lennar address noted below, (ii) utilize a payment request form acceptable to Lennar, (iii) deliver executed lien waivers and releases in accordance with Section 8.2, and (iv) submit all other documentation reasonably required by Lennar to establish Contractor's entitlement to funds. No payment shall be deemed to constitute acceptance by Lennar of any defective or unacceptable Work.

12.2 All payments to Contractor are trust funds and shall first be used for the full payment of all Subcontractors. Contractor shall ensure that all Subcontractors are at all times fully and timely paid all amounts due in connection with the Work. Contractor shall immediately notify Lennar of any claims or disputes involving any Subcontractor. When Lennar learns of any claim or dispute, Lennar may in withhold payments otherwise due Contractor until the claim or dispute is resolved to Lennar's satisfaction, (ii) issue joint checks to Contractor and any claimant, or (iii) deposit any disputed funds into the registry of a court of law. Contractor shall reimburse Lennar for any costs incurred by Lennar as a result of such claims or disputes. Should any dispute arise after payment by Lennar, Contractor shall immediately deposit any payments made relating to such labor or material into an interest-bearing account and shall only use this money to resolve such claims or disputes.

12.3 Lennar may but is not required to, withhold retainage from each payment as provided by applicable law, and shall release such retainage when all of the following have occurred: (a) Contractor has fully performed its obligations herein (save and except future, unaccrued warranty obligations) (b) Contractor has provided final lien releases and waivers (conditioned only upon receipt of the retainage) from itself and all Subcontractors, and (c) the legal time period for holding such retainage has expired. In the absence of any legally required amount, the retainage shall equal ten (10%) percent of each payment.

12.4 Lennar may, at its option issue, file, and/or record with the appropriate regulating agency a Notice of Completion. By issuing, filing and/or recording said notice of completion, Lennar does not release the Contractor from any of Contractor's obligations under this Agreement and any Purchase Order issued hereunder. Without limiting the generality of the foregoing, in no event shall the issuance and/or recordation of a notice of completion be deemed to commence any warranty periods with respect to the Work performed by Contractor as such warranty obligations are set forth in this Agreement.

13. REMEDIES AND TERMINATION: In addition to and without limiting Lennar's other remedies set forth herein or as otherwise provided by law, Lennar shall have the following rights

13.1 If Contractor shall file for or be adjudged bankrupt, or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or if Contractor should persistently or repeatedly refuse or should fail, in the reasonable opinion of Lennar, to supply enough properly skilled workmen or proper materials or make delivery of materials as required, or if such materialmen or laborers for material supplied or Work performed disregard laws, ordinances, job rules, or instructions, or if Contractor fails to make prompt and proper payment for labor, materials, equipment or services provided by, through or under Contractor, or if Contractor fails to remedy defective Work or fails to perform warranty services or repairs within the time periods set forth in this Agreement, or should Contractor cause damage to the work of another contractor and/or subcontractor, or if Lennar is fined by any governmental agency on account of or arising out of the violation by Contractor or any Subcontractor of any law, or should Contractor fail in Lennar's sole judgment to prosecute its Work diligently and promptly, or if Contractor otherwise breaches any of its obligations in this Agreement or any of its other agreements with the Lennar division for which Contractor is performing the Work herein; or if Lennar has a reasonable basis to believe that Contractor will not be able to properly perform all of its obligations in this Agreement or under any Purchase Order, Lennar may, without prejudice to any other right or remedy in this Agreement or any law and after giving Contractor forty-eight (48) hours written notice, (i) terminate this Agreement and take possession of Contractor's materials, tools, equipment and appliances thereon and finish the Work by whatever method it may deem expedient in its sole discretion, (ii) withhold payment otherwise due Contractor until the Work is completed and accepted, or until defective Work is remedied, or until warranty services are properly performed, or until such breach has been remedied, (iii) stop the Work until such breach has been cured to Lennar's satisfaction, and/or (iv) furnish or cause to be furnished additional labor or materials at Contractor's expense. If the costs of completing the Work, furnishing additional labor or materials, or remedying Contractor's breach do not exceed the unpaid balance under the applicable Purchase Order(s), and if Contractor is otherwise entitled to receive payment, Lennar shall pay the difference (less a reasonable sum to ensure Contractor's performance of any remaining warranty obligations) to Contractor upon completion of the Work. If such expenses of completing the Work or remedying Contractor's breach exceed the unpaid balance under the applicable Purchase Order(s), Lennar may offset the difference against any amounts due Contractor under this Agreement or other purchase order, contract, or other agreement. Upon demand, Contractor shall pay the difference to Lennar plus any and all costs, expenses and attorneys' fees and paraprofessional fees incurred by Lennar in enforcing or performing any of Contractor's obligations under this Agreement.

13.2 Lennar shall also have the right to terminate this Agreement or any Purchase Orders or portions thereof issued to Contractor without cause and for Lennar's convenience. In such event, Contractor shall be paid only for that Work actually performed as of the date of termination, and Contractor waives recovery for any other costs or damages, direct or consequential including without limitation prospective profits, on Work not performed.

13.3 Should Contractor breach any of its obligations in this Agreement, Lennar shall be entitled to recover against Contractor any reasonable and necessary attorneys' fees and paraprofessional fees, costs and expenses incurred by Lennar in pursuing claims against Contractor.

14. DEFENSE AND INDEMNITY: TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, AND IN CONSIDERATION OF THE SUM OF ONE HUNDRED DOLLARS ($100.00), WHICH SUM IS INCLUDED IN THE PRICE(S) ESTABLISHED UNDER THE PURCHASE ORDER(S), THE ADEQUACY AND RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, CONTRACTOR HEREBY AGREES TO UNCONDITIONALLY DEFEND, INDEMNIFY AND HOLD HARMLESS LENNAR, ITS PARENT, AFFILIATES, SUBSIDIARIES, PARTNERS, JOINT VENTURERS, OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS, EMPLOYEES, INSURERS, SURETIES, ANY OWNER OF REAL PROPERTY IMPROVED OR ALLEGED TO HAVE BEEN IMPROVED BY THE CONTRACTOR, OR ANY OF THEM (COLLECTIVELY "INDEMNITEES") AGAINST ANY AND ALL CIVIL OR CRIMINAL LIABILITIES, COSTS, EXPENSES, CLAIMS, DEMANDS, CAUSES OF ACTION, LIEN CLAIMS; THREATS OF LIENS, STOP NOTICES, FUND TRAPPING NOTICES, BOND CLAIMS, PENALTIES, FINES, CITATIONS, LOSSES, AND DAMAGES (INCLUDING COURT COSTS, ATTORNEYS' FEES AND PARAPROFESSIONAL FEES, AND COSTS OF INVESTIGATION), OF ANY NATURE, KIND, OR DESCRIPTION, ARISING OUT OF, IN CONNECTION WITH, CAUSED BY, ALLEGED TO HAVE BEEN CAUSED BY, OR RESULTING FROM, DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, (1) THE WORK, LABOR, MATERIALS, EQUIPMENT OR SERVICES PERFORMED OR SUPPLIED OR ALLEGED TO HAVE BEEN PERFORMED OR SUPPLIED BY CONTRACTOR OR ANY OF ITS SUBCONTRACTORS, (2) ANY ACT OR OMISSION OF CONTRACTOR OR ANY OF ITS SUBCONTRACTORS, OR (3) ANY ACT OR OMISSION OF LENNAR OR LENNAR'S OTHER CONTRACTORS, SUBCONTRACTORS, OR SUPPLIERS OR ANY OF THEIR EMPLOYEES, AGENTS, INVITEES OR ANY PERSON ACTING BY, THROUGH OR UNDER LENNAR OR LENNAR'S OTHER CONTRACTORS, SUBCONTRACTORS, OR SUPPLIERS (COLLECTIVELY "LIABILITIES"). THE OBLIGATIONS OF CONTRACTOR UNDER THIS INDEMNIFICATION SHALL APPLY TO LIABILITIES EVEN IF SUCH LIABILITIES ARISE FROM OR ARE ATTRIBUTED TO THE CONCURRENT NEGLIGENCE OF ANY INDEMNITEE. NOTWITHSTANDING THE FOREGOING, CONTRACTOR SHALL NOT BE OBLIGATED UNDER THIS AGREEMENT TO INDEMNIFY THE INDEMNITEES TO THE EXTENT SUCH LIABILITIES RESULT FROM THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE. CONTRACTOR SHALL, AT ITS EXPENSE, ASSUME THE DEFENSE OF THE INDEMNITEES, OR ANY OF THEM, AND SHALL CONDUCT SUCH DEFENSE WITH DUE DILIGENCE AND IN GOOD FAITH WITH COUNSEL SATISFACTORY TO LENNAR. SHOULD CONTRACTOR BREACH ITS DEFENSE AND INDEMNITY OBLIGATIONS, LENNAR MAY, AND WITHOUT RELIEVING CONTRACTOR OF ITS INDEMNITY OBLIGATIONS, ASSUME ANY DEFENSE OBLIGATION AND TRY OR SETTLE SUCH CLAIM, AND CONTRACTOR (1) SHALL REIMBURSE LENNAR FOR ALL COSTS AND EXPENSES INCURRED OR PAID BY ANY INDEMNITEE IN THE DEFENSE, SETTLEMENT, TRIAL OR ARBITRATION, AND (2) PAY ANY JUDGMENT OR AWARD OBTAINED AGAINST THE INDEMNITEES OR ANY OF THEM. NEITHER THE INDEMNITY OBLIGATIONS UNDER THIS SECTION, NOR ANY COMMON LAW AND/OR STATUTORY CONTRIBUTION RIGHTS OR OTHER RIGHTS OF LENNAR OR ANY INDEMNITEE, SHALL BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGE, COMPENSATION, OR BENEFITS PAYABLE BY OR FOR THE CONTRACTOR OR LENNAR UNDER INSURANCE POLICIES, WORKERS' COMPENSATION ACTS, DISABILITY BENEFIT ACTS, OR OTHER EMPLOYEE BENEFIT ACTS. THIS PROVISION IS SEPARATE AND DISTINCT FROM, AND IN ADDITION TO, ANY OTHER PROVISION OR SECTION IN THIS AGREEMENT, INCLUDING ANY PROVISION OR SECTION CONCERNING INDEMNIFICATION AND PROCUREMENT OF INSURANCE. IT IS SPECIFICALLY AGREED WITH RESPECT TO ANY LEGAL LIMITATIONS NOW OR HEREAFTER IN EFFECT AND AFFECTING THE VALIDITY OR ENFORCEABILITY OF THE INDEMNIFICATION OBLIGATION UNDER THIS SECTION, THAT SUCH LEGAL LIMITATIONS ARE MADE A PART OF THE INDEMNIFICATION OBLIGATION AND SHALL OPERATE TO AMEND THE INDEMNIFICATION OBLIGATION TO THE MINIMUM EXTENT NECESSARY TO BRING THE PROVISION INTO CONFORMITY WITH THE REQUIREMENTS OF SUCH LIMITATIONS, AND AS SO MODIFIED, THE INDEMNIFICATION OBLIGATION SHALL CONTINUE IN FULL FORCE AND EFFECT EVEN AFTER COMPLETION OF THE WORK OR TERMINATION OF THIS AGREEMENT. EXCEPT AS EXPRESSLY PROVIDED OTHERWISE, IT IS THE SPECIFIC INTENT OF THIS INDEMNITY THAT THE CONTRACTOR IS INDEMNIFYING THE INDEMNITEES FROM ACTS OF NEGLIGENCE OF INDEMNITEES.

In any and all claims against Lennar by any employee of Contractor or any employee of any other person or entity acting for Contractor

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under Contractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor or supplier under workers' or workmen's compensation acts, disability acts or other employee benefit acts, and Contractor expressly waives any right it may have to assert such limitation. Contractor expressly waives any right of subrogation that it or its insurers may have against the Indemnitees or any of them. In addition, in no event shall Contractor's obligations hereunder be limited to the extent of any insurance available to or provided by Contractor. The indemnity obligations in this Agreement shall not be limited by the insurance required to be provided by Contractor pursuant to this Agreement, nor shall the insurance requirements of this Agreement be limited by the indemnity obligations of this Agreement.

15. WAIVER OF JURY TRIAL/ARBITRATION: TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, AND AFTER CONSULTING WITH LEGAL COUNSEL OF THEIR OWN CHOOSING, CONTRACTOR AND LENNAR, ON BEHALF OF THEMSELVES AND ANY PERSON OR ENTITY ACTING BY, THROUGH OR UNDER THEM, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY AGREE TO WAIVE THE RIGHT TO TRIAL BY JURY IN CONNECTION WITH ANY LITIGATION OR JUDICIAL PROCEEDING RELATING TO OR CONCERNING, DIRECTLY OR INDIRECTLY, THIS AGREEMENT OR ANY OTHER RIGHTS OR OBLIGATIONS BETWEEN LENNAR, CONTRACTOR AND ALL PERSONS ACTING BY, THROUGH OR UNDER LENNAR OR CONTRACTOR. LENNAR AND CONTRACTOR ACKNOWLEDGE THAT SEPARATE AND GOOD AND VALUABLE CONSIDERATION HAS BEEN PROVIDED BY EACH FOR THIS WAIVER. THIS WAIVER SHALL APPLY TO THIS AGREEMENT, ANY FUTURE AMENDMENTS, SUPPLEMENTS OR MODIFICATIONS OF THIS AGREEMENT, AND ANY FUTURE CHANGE ORDERS OR PURCHASE ORDERS. NOTWITHSTANDING THE FOREGOING, IF (A) LENNAR IS A PARTY TO A LAWSUIT, IS REQUIRED TO TRY THE DISPUTE BEFORE A JURY, AND BELIEVES THAT CONTRACTOR IS LIABLE, IN WHOLE OR IN PART, FOR THE CLAIMS BEING MADE IN THE LAWSUIT, THEN THIS WAIVER OF JURY TRIAL SHALL NOT APPLY; OR (B) LENNAR IS A PARTY TO AN ARBITRATION ACTION, IS REQUIRED TO TRY THE DISPUTE BEFORE AN ARBITRATOR(S), AND BELIEVES THAT CONTRACTOR IS LIABLE, IN WHOLE OR IN PART, FOR THE CLAIMS BEING MADE IN THE ARBITRATION, THEN LENNAR AND CONTRACTOR AGREE THAT THE DISPUTES BETWEEN THEM WILL BE FULLY AND FINALLY RESOLVED IN SUCH ARBITRATION AND IN ACCORDANCE WITH THE ARBITRATION ACT AND ARBITRATION RULES THEN GOVERNING THE ARBITRATION, AND NOT BY JUDGE OR BY JURY. LENNAR AND CONTRACTOR SPECIFICALLY AGREE THAT THIS AGREEMENT INVOLVES INTERSTATE COMMERCE, AND THAT ANY ARBITRATION SHALL BE GOVERNED BY THE FEDERAL ARBITRATION ACT.

16. INDEPENDENT CONTRACTOR/AUTHORITY: Contractor is acting as an independent contractor and not a partner or joint venturer of Lennar. Lennar is solely responsible for the employment, acts, errors, omissions, control and direction of its employees, agents, and Subcontractors. Nothing contained in this Agreement shall authorize or empower Contractor to assume or create any responsibility whatsoever, express or implied, on behalf of or in the name of Lennar, or to bind Lennar in any manner, or make representation, warranty, or commitment on behalf of Lennar, or purchase materials or otherwise incur debts in Lennar's name.

17. CONTRACTOR REGULATION: To the extent required by law, Contractor warrants that it is licensed to perform the Work under the applicable Purchase Order(s). Contractor shall maintain all required permits and licenses in good standing at all times.

18. CUSTOMER APPRECIATION GIFTS OR EVENTS: Lennar periodically gives its contractors and contractors' employees customary and nominal tokens of its appreciation, such as logo and non-logo apparel, rounds of golf, spa days, meals, materials and other "customer appreciation" gifts or outings. Contractor acknowledges and agrees that this is customary in the industry and does not constitute an attempt to improperly influence Contractor or Contractor's employees and does not and will not give rise to any claims for civil or, criminal misconduct. Lennar fully understands that as a consequence of accepting any tokens of appreciation from Lennar, Contractor or Contractor's employees will be under no obligation to Lennar other than those contained in this Agreement. In order to ensure that Contractor is aware of this practice, Contractor expressly agrees that Lennar may, *at Lennar's sole discretion, without any obligation on the part of Lennar and without further notice to Contractor,* provide similar tokens of appreciation to Contractor or Contractor's employees without the need to obtain additional written or verbal consent from Contractor.

19. NO GIFTS: Neither Contractor nor any partner, director, employee, or agent of Contractor shall, without specific written authorization of Lennar, give to or receive from any person or entity, including without limitation, any officer or employee of any governmental or quasi-governmental agency, department, or instrumentality, any commission, fee, rebate, gift or loan of significant cost or value in connection with or as a result of Contractor's Work provided hereunder (excluding Gifts from Lennar pursuant to Section 18), to influence any decision, or to gain any other advantage for Lennar or Contractor. Contractor shall not (a) enter into any business arrangement with any partner or employee of Lennar, or any affiliate of same other than one acting in a capacity as a representative of Lennar or such affiliate in accordance with this Agreement and with the prior written approval of Lennar or (b) engage in any employment or enter into any contract or agreement that conflicts with Contractor's obligations under this Agreement. In the event of a violation of this Section, Contractor shall pay to Lennar any and all amounts received by Contractor or any other individual or entity described above, however, such payment shall not limit, or operate as a waiver of, any other legal or equitable rights which Lennar may have against Contractor at law, in equity, or under this Agreement. Due to the nature of this transaction and the potential exposure to various forms of fines, penalties, sanctions and other damages to Lennar's business and reputation, all of which are, at the date of executing this Agreement, impractical and extremely difficult to ascertain in advance, Lennar and Contractor agree that if Lennar terminates this Agreement due to the breach of this Section, then, as the monetary remedy for such breach and at Lennar's election and, as liquidated damages and not as a penalty, Contractor agrees that Contractor shall not be paid any amounts billed but unpaid for Contractor's compensation for Work completed prior to the termination date, as provided in Section 13. This provision shall not be construed as a waiver of Lennar's right to obtain temporary or permanent injunctive relief for any breach or threatened breach by Contractor of this Section. In addition to the remedies available under this Section, and at Lennar's election, Lennar shall also be entitled to Injunctive remedies for breach of this Section, including without limitation, rescission.

20. STANDARDS OF BUSINESS ETHICS: Contractor represents that it has not and will not receive or give gifts or gratuities, nor participate in any other conduct in connection with this Agreement or any Purchase Order that violates the Standards of Business Ethics and Conduct of Lennar ("Lennar's Business Ethics") (see www.Lennar.com). Should any employee of Lennar or any of its Trade Partners engage in any conduct which Contractor believes is in violation of Lennar's Business Ethics, Contractor shall immediately notify Lennar's representative in writing at the address provided herein. Violation of Lennar's Business Ethics by Contractor shall be deemed a material breach of this Agreement by Contractor.

21. MISCELLANEOUS:

21.1 Lennar and Contractor acknowledge that they have read, understand, and have had the opportunity to be advised by legal counsel of their own choosing as to each and every one of the terms, conditions, and restrictions and the effect of all the provisions of this Agreement. Lennar and Contractor agree that the provisions shall not be construed more strictly against the party who prepared the document.

21.2 Neither this Agreement nor any Work to be performed under any Purchase Order nor the right to payment under this Agreement shall be assigned by Contractor without the written consent of Lennar, which consent may be withheld at Lennar's sole discretion.

21.3 This Agreement may be assigned by Lennar to any mortgagee or subsequent owner of the project who assumes Lennar's obligations under this Agreement. Contractor shall perform the Work and fulfill its obligations hereunder for the benefit of such assignee, so long as the assignee is making normal payment to Contractor. In the event of such assignment, Lennar shall be relieved of all liability accruing after such assignment. This Agreement shall be binding on the successors, heirs, and permitted assigns of the parties.

21.4 This Agreement, the attached Scope of Work and the Purchase Order(s) issued by Lennar to Contractor embody the entire agreement between Lennar and Contractor and supersede any prior understandings or oral or written agreements between the parties. This Agreement, including this provision, cannot be amended except by written instrument executed by Lennar and Contractor. Invalidation of any term or condition of this Agreement by judgment, arbitration award or court order or otherwise shall not affect the validity or enforceability of the remaining terms and conditions.

21.5 All notices given under this Agreement shall be in writing personally delivered or mailed certified or registered return receipt requested postage prepaid. Notices to Lennar and Contractor will be sent to the addresses noted in this Agreement. Either party may change the address at which it will receive notice by giving written notice in accordance with this provision.

21.6 If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect provided that the economic and legal substance of the transactions contemplated is not affected in any manner materially adverse to any party. In the event of any such determination, the parties agree to negotiate in good faith to modify this Agreement to fulfill as closely as possible the original intent and purposes hereof. To the extent permitted by law, the parties hereby to the same extent waive any provisions of law that renders any provision hereof prohibited or unenforceable in any respect.

21.7 In no event shall either party be entitled to any interest on any sum due hereunder in excess of that permitted by applicable law. Notwithstanding anything to the contrary herein, any reference herein to interest accruing on any sum due hereunder shall be deemed to be the lower of: the interest rate stated herein or the maximum rate allowed by law.

21.8 TIME IS OF THE ESSENCE OF THIS AGREEMENT. Any covenants, terms and conditions of a continuing nature shall survive final payment, completion, and acceptance of the Work under this Agreement and any applicable Purchase Order and any termination or conclusion of this Agreement and Contractor has taken into consideration and made allowances for all the hindrances and delays incident to its Work.

21.9 This Agreement shall be deemed entered into in the state where the Project or job site is located and shall be interpreted and applied in accordance with the laws of the state where the Project or job site is located.

21.10 Contractor agrees to perform all of its obligations in strict accordance with the terms of this Agreement and in strict accordance with any contract and/or agreement between Lennar and any owner of the property being improved, and in complete satisfaction of such contract and/or agreement between Lennar and such owner. Such contract and/or agreement, to the extent applicable to Contractor's Work, shall be deemed to be a part of this Agreement.

21.11 The venue for any disputes between Lennar and Contractor shall be as follows: (1) Third Party Actions – If Lennar is involved in litigation or arbitration with a third party and Lennar or any other party joins Contractor as a party to the litigation or arbitration, Contractor consents to be joined in that same venue; (2) Other Actions or Disputes – In all other situations, venue shall be in the state or federal court located in the state and county where the Project is located.

21.12 Upon reasonable notice, at reasonable times, and at Lennar's cost, Lennar or a third-party retained by Lennar shall have the right to access and audit Contractor's books, records and documentation for the purpose of auditing Contractor's performance of its obligations under this Agreement or Purchase Order. Contractor shall cooperate by identifying and gathering documentation relating to Contractor's performance of its obligations.

21.13 Contractor shall, upon Lennar's request and at Contractor's cost, provide training to Lennar and its Trade Partners as to any product or service provided by Contractor. Contractor and Lennar shall reasonably cooperate in choosing the time, place and frequency of such training.

21.14 To the extent of any conflict or inconsistency between the terms and conditions of the documents set forth below, whether existing or entered into at a later date, the documents shall prevail and take precedence in the order listed below:

a. This Agreement;
b. Any Purchase Order;
c. Any other agreements between Contractor and Lennar.

21.15 By signing below, the undersigned certifies that he or she is authorized to execute this Agreement and is taking this action with full authority from the principal.

21.16 This Agreement may be executed in any number of counterparts, a complete set of which shall be deemed to be an original and all of which together shall comprise but a single instrument. Signatures may be given via facsimile transmission and shall be deemed given as of the date of the transmission of this Agreement by facsimile to the other party.

21.17 Contractor acknowledges and understands that all information relating in any way to Lennar or its business or affairs, whether written or oral, obtained by Contractor in connection with the Work provided as part of this Agreement or otherwise and any information regarding the nature and extent of this Agreement ("Confidential Information"), shall, unless otherwise specified by Lennar in writing be deemed confidential. Contractor acknowledges and understands that Contractor's unauthorized disclosure of any Confidential Information would be extremely prejudicial to Lennar.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CONTRACTOR: DVS Inc.

By (Signature): Daniel C. Avery

Title: President Date: 6-26-07

Address: 779 St. James Ave Goose Creek SC 29445

<ENTER APPLICABLE LENNAR AFFILIATE>

By: _____

Name: Teresa B Eade

Title: Director of Purchasing

Address: _____

REVISED 11/30/05

08.

SCHEDULE A - PURCHASE ORDER

Date: _____ Purchase Order Number: _____

Contractor agrees to supply all labor, equipment, material, goods and/or services required to perform the Work set forth below and as otherwise provided in, and in strict accordance with, the Contractor Base Agreement. Contractor's obligations shall include, without limitation, any related or incidental labor, material, equipment or services required to satisfy its obligations or any obligations reasonably inferable thereto, as well as any addenda or modifications issued subsequent to the date of the Contractor Base Agreement and this Purchase Order. The terms and conditions of the Contractor Base Agreement executed between Lennar and Contractor are incorporated herein, including any schedules, attachments and exhibits to the Contractor Base Agreement.

Contractor: _____

Cost Code: _____

Community: _____

Address/Legal Description of Project: _____

_____

Scope of Work: Contractor shall provide all labor, material, equipment and services as described below and as more fully described in Exhibit "A" attached hereto (the "Work") and in conformance with the Contractor Base Agreement and any schedules, attachments and exhibits to the Contractor Base Agreement (the "Contract Documents").

_____

_____

_____

_____

Price/Payment: Contractor agrees to perform the Work for (choose one only):

☐ The lump sum of $_____.

☐ A unit price of $_____ per _____.

☐ Cost Plus a Fee with a Guaranteed Maximum Price ("GMP") of $_____. The Fee portion of the GMP shall equal either (choose one only) _____% of the Cost of the Work (see Schedule E), or $_____. This Agreement shall also be subject to the terms and conditions set forth in Schedule E.

☐ Other: _____

_____

_____

_____

Schedule: *Time is of the essence for Contractor's obligations herein.* Contractor shall complete performance of the Work not later than (i) the ____ day of _____, 20___, or (ii) _____.

_____

Execution: This Purchase Order shall be subject to cancellation at Lennar's option unless three (3) executed copies are returned to Lennar's home office by _____.

This Purchase Order is made between Lennar and Contractor for the performance of the Scope of Work described herein and in accordance with the requirements of the Contract Documents. Contractor acknowledges receipt of an executed copy of the Contractor Base Agreement. Contractor has read, understands and agrees to be bound to the terms of this Purchase Order, the Contractor Base Agreement, any schedules, attachments or exhibits to the Contractor Base Agreement, and any special or supplemental conditions attached to any of these documents.

CONTRACTOR	LENNAR
[Company]	<ENTER APPLICABLE LENNAR AFFILIATE>
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

INITIALS

REVISED [illegible]

STATE OF SOUTH CAROLINA)
) IN THE COURT OF COMMON PLEAS
COUNTY OF BERKELEY)

Patricia Damico and Lenna Lucas, individually and on behalf of all others similarly situated, Joshua and Brettany Buetow, Edward And Sylvia Dengg, Jonathan and Theresa Douglass, Anthony and Stacey Ray, Danny and Ellen Davis Morrow, Czara and Chad England, Bryan and Cynthia Camara, and Matthew Collins,

Plaintiffs,

vs.

Lennar Carolinas, LLC, Spring Grove Plantation Development Inc., Manale Landscaping, LLC, Super Concrete of SC, Inc., Southern Green, Inc., TJB Trucking/Leasing, LLC, Paragon Site Constructors, Inc., Civil Site Environmental, Inc., and Rick Bryant, individually

Defendants.

Lennar Carolinas, LLC

Third-Party Plaintiff,

vs.

The Earthworks Group, Inc., Volkmar Consulting Services, LLC, Geometrics Consulting, LLC, Land/Site Services, Inc., Myers Landscaping, Inc., A.C. & A. Concrete, Inc., Knight's Concrete Products, Inc., Knight's Redi-Mix, Inc., Coastal Concrete Southeast, LLC, Coastal Concrete Southeast II, LLC, Guaranteed Framing, LLC, Ozzy Construction, LLC, Construction Applicators Charleston, LLC, LA New Enterprises, LLC, Décor

Civil Action No. 2014-CP-08-02424

Defendant Spring Grove's Memorandum in Opposition to Defendant/Third-Party Plaintiff Lennar's Motion to Compel Arbitration

Corporation, DVS, Inc., Raul Martinez Masonry, LLC, Alpha Omega Construction Group, Inc., South Carolina Exteriors, LLC, Builders Firstsource-Southeast Group, LLC, and Low Country Renovations and Siding, LLP, Third-Party Defendants.	)
Décor Corporation, Fourth-Party Plaintiff, vs. Baranov Flooring, LLC, DJ Construction Services, LLC, Creative Wood Floors, LLC, Geraldo Cunha, Ebenezer Flooring, LLC, Enmanuel Flooring and Siding, LLC, Eusi Flooring and Covering, LLC, Nicolas Flores, Alexander Martinez, Isidru Mejia, Juan Perez Son, Ernesto M. Perez, N&B Construction, LLC, Jose Dias Rodrigues, Livia Sousa, Jose Betio Pereira, Jose Paz Castro Hernandez, Divinio Aparecido Corgosinho, Ricardo Chiche, Cebs Construction, Bayshore Siding and Flooring, Sebastio Luiz De Araujo, and John Does 1-4, Fourth-Party Defendants.	)

COMES NOW Defendant Spring Grove Plantation Development Inc. and respectfully submits this Memorandum in Opposition to Defendant Lennar Carolinas, LLC's Motion to Compel Arbitration.

This matter arises out of alleged construction deficiencies in a community of single-family homes known as The Abbey at Spring Grove Plantation in Moncks Corner, South Carolina. Spring Grove Plantation Development Inc. ("Spring Grove") the original owner of the

land on which the homes are currently located. Further, Spring Grove admits it sold the land which now is known as The Abbey to Lennar Carolinas, LLC ("Lennar"). Specifically, by deeds[1] dated May 20, 2011 and September 26, 2012, Spring Grove conveyed numerous lots to Lennar.[2]

Lennar moves to compel arbitration pursuant to the Federal Arbitration Act, 9 U.S.C. § 1, *et seq.*, or alternatively, the South Carolina Uniform Arbitration Act, S.C. Code Ann. § 15-48-10, *et seq.* "The basis for this Motion is that the claims asserted...are subject to mandatory and binding arbitration under the terms of...the deed from Defendant Spring Grove Plantation Development, Inc. to Lennar, the applicable covenants and restrictions, and Defendants' supplier, subcontractor, or consulting agreements with Lennar." (Lennar Amend. Motion to Compel). Giving all reasonable inferences to Lennar, Spring Grove did not enter into an arbitration agreement with Lennar. For the reasons set forth herein, Lennar's motion to compel should be denied as to defendant Spring Grove.

1. Lennar does not allege or argue Spring Grove is a party to any arbitration agreement with Lennar

Unless the parties provide otherwise, the question of the arbitrability of a claim is an issue for judicial determination. *Zabinski v. Bright Acres Assocs.*, 346 S.C. 580, 596-97, 553 S.E.2d 110, 118-19 (2001). Although it is well known that the policy of this State is to favor arbitration of disputes, arbitration is a matter of contract, and a party cannot be required to submit to arbitration any dispute which he has not agreed to submit. *Id.*; *Chassereau v. Global-Sun Pools, Inc.*, 373 S.C. 168, 644 S.E.2d 718, 720 (2007). Because arbitration rests on the

[1] The deeds are included in Lennar's Exhibits O and P as attached to the motion to compel. It appears they are also included as Exhibits Q and R.

[2] Due to the intensive documentation provided by Lennar in their motion and exhibits, Spring Grove forgoes the opportunity to expound on a detailed factual background and provide repetitive information.

agreement of the parties, the range of issues that can be arbitrated is restricted by the terms of the agreement. *Id.*

The affidavit of Robert Mauch, Vice-President-Finance & Controller for Lennar, that was submitted in support of Lennar's motion does not contain any facts or allegations that mention an agreement to arbitrate with Spring Grove. Lennar cannot point to a writing pursuant to which Spring Grove agreed to submit to arbitration any dispute with Lennar.

The Amended and Restated Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens for Spring Grove Plantation Community ("CC&R") was signed only by Spring Grove on April 10, 2007. (See Lennar Exhibit M) This is the only document that purports to have an arbitration provision, but does not contain an agreement between Lennar and Spring Grove.[3] On May 20, 2011, Spring Grove did agree with Lennar to a Non-Exclusive Assignment of Rights by which Spring Grove assigned and conveyed "certain of the rights and powers granted or arising from the Covenants, including without limitation, any and all of the rights and privileges..." (See Lennar Exhibit O)

As explicitly stated in Article XII, Section 15 of the CC&R:

> Binding Arbitration. The Owner and the Association by acceptance of a deed agree that any dispute arising out of use, occupancy, ownership of a Lot or on the Common Area or the enforcement of any covenant, condition, rule or restriction or regulation and any complaint to the Developer shall be settled by binding arbitration pursuant to the South Carolina Act.

At best, the CC&R contains a broadly-worded arbitration clause; and is not a contract between Lennar and Spring Grove. South Carolina courts have held that broadly-worded arbitration clauses or agreements apply to disputes only in which a "significant relationship"

[3] The 52 page CC&R does contain an arbitration provision on the top of the first page which states "This Agreement is Subject to Binding Arbitration Pursuant to the South Carolina Uniform Arbitration Act (S.C. Code Ann. §15-48-10 et seq., as amended." The subject properties were not included in the original CC&R but pursuant to the Annexation of Lots to Spring Grove Plantation Community agreed to by Spring Grove and Spring Grove Properties, LLC, on May 19, 2011, were accepted into the Community.

exists between the claims and the contract. *Zabinski*, at 598, 119. The CC&R does not include in "the range of issues that can be arbitrated" the alleged construction deficiencies. Furthermore, Lennar's argument to compel arbitration shall be restricted by the terms of the agreement.

To decide whether an arbitration agreement encompasses a dispute, a court must determine whether the factual allegations underlying the claim are within the scope of the broad arbitration clause, regardless of the label assigned to the claim. *Hinson v. Jusco Co.*, 868 F.Supp. 145 (D.S.C. 1994).

In order to compel arbitration pursuant to the Federal Arbitration Act, a party must establish all of four threshold factors: 1) the existence of a dispute between the parties, 2) a written agreement that includes an arbitration provision which purports to cover the dispute, 3) the relationship of the transaction, which is evidenced by the agreement, to interstate or foreign commerce, and 4) the failure, neglect or refusal of the defendants to arbitrate the dispute. *American General Life & Accident Ins. Co. v. Wood*, 429 F.3d 83, 87 (4th Cir. 2005) and *THI of S.C. at Columbia, LLC v. Wiggins*, 2011 U.S. Dist. LEXIS 103638 (D.S.C. 9/13/2011).[4]

Spring Grove did not exercise any control or authority over Lennar during construction of Plaintiffs' homes. Lennar designed, developed, constructed and sold the homes in The Abbey. Any reference by Lennar to other documents which may or may not contain an arbitration clause is inapplicable to Spring Grove. Rather, Lennar attempts to "sweep" Spring Grove into arbitration with other defendants on the basis, it is assumed, of the arbitration clause contained in the CC&R. However, under both South Carolina and federal law, this arbitration language does not encompass or purports to cover the underlying dispute in this matter.

[4] Although South Carolina law is referenced in the CC&R, Lennar has moved to compel under both state and federal law. Under both laws, the provision in the CC&R does not amount to an agreement between Lennar and Spring Grove to compel arbitration.

The CC&R is strictly an agreement between the developer and the homeowners. The CC&R sets forth design criteria, maintenance of common lands, and creates a homeowners' association. However, an ordinary homeowner would not have contemplated defects related to the construction of their home. The CC&R cannot be extended to cover construction deficiencies alleged by homeowners.

2. The court should not "lump" all the parties into arbitration irrespective of whether they are bound by an arbitration agreement

Lennar seeks to compel arbitration against all Plaintiffs, Defendants, and Third-Party Defendants. However, a party cannot be compelled to arbitrate a dispute it has not agreed to arbitrate. If the court finds some claims may be subject to arbitration, this Court has the power to stay the Lennar/Spring Grove claims until those issues against other parties subject to arbitration, if any, are decided. Section 15-48-20 of the South Carolina Code provides:

> (b) On application, the court may stay an arbitration proceeding commenced or threatened on a showing that there is *no agreement to arbitrate*. Such an issue, when in substantial and bona fide dispute, shall be forthwith and summarily tried and the stay ordered if found for the moving party. If found for the opposing party, the court shall order the parties to proceed to arbitration...
>
> (d) Any action or proceeding involving an issue subject to arbitration shall be stayed if an order for arbitration or an application therefor has been made under this section or, if the issue is *severable*, the stay may be with respect thereto only. When the application is made in such action or proceeding, the order for arbitration shall include such stay.

S.C. Code Ann. 15-48-20 (emphasis added) (comparing to §15-48-60: Joinder of parties to arbitration). Consolidation under §15-48-60 is appropriate only among parties who have agreed to arbitrate. *Episcopal Hous. Corp. v. Fed. Ins. Co.*, 269 S.C. 631 (1977) (affirming consolidated arbitration except for party who did not sign arbitration agreement) ("The fact that Federal is not a party to an arbitration agreement does not prevent an order staying the judicial proceedings

pending arbitration between those who are parties to such an agreement. However, the Circuit Court included in its order the requirement that all parties be included in one arbitration proceeding. Federal has signed no arbitration agreement and can not be forced into compulsory arbitration.") Because Spring Grove did not agree to arbitrate the claims alleged in this matter, it cannot be forced into joining other parties in arbitration, if any.

For the foregoing reasons, this Court should deny Lennar's Motion to Compel Arbitration as it relates to Spring Grove.

MCANGUS GOUDELOCK & COURIE, L.L.C.

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Heath M. Stewart, III
J. Adam Ribock
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ATTORNEYS FOR DEFENDANT SPRING GROVE PLANTATION DEVELOPMENT, INC.

April 7, 2016
Columbia, South Carolina

STATE OF SOUTH CAROLINA)
) IN THE COURT OF COMMON PLEAS
COUNTY OF BERKELEY)

Civil Action No. 2014-CP-08-02424

Patricia Damico and Lenna Lucas, individually and on behalf of all others similarly situated, Joshua and Brettany Buetow, Edward And Sylvia Dengg, Jonathan and Theresa Douglass, Anthony and Stacey Ray, Danny and Ellen Davis Morrow, Czara and Chad England, Bryan and Cynthia Camara, and Matthew Collins,

Plaintiffs,

vs.

Lennar Carolinas, LLC, Spring Grove Plantation Development Inc., Manale Landscaping, LLC, Super Concrete of SC, Inc., Southern Green, Inc., TJB Trucking/Leasing, LLC, Paragon Site Constructors, Inc., Civil Site Environmental, Inc., and Rick Bryant, individually

Defendants.

Lennar Carolinas, LLC

Third-Party Plaintiff,

vs.

The Earthworks Group, Inc., Volkmar Consulting Services, LLC, Geometrics Consulting, LLC, Land/Site Services, Inc., Myers Landscaping, Inc., A.C. & A. Concrete, Inc., Knight's Concrete Products, Inc., Knight's Redi-Mix, Inc., Coastal Concrete Southeast, LLC, Coastal Concrete Southeast II, LLC, Guaranteed Framing, LLC, Ozzy Construction, LLC, Construction Applicators Charleston, LLC, LA New Enterprises, LLC, Décor

DEFENDANT SPRING GROVE PLANTATION DEVELOPMENT, INC.'S NOTICE OF MOTION AND MOTION TO ALTER OR AMEND JUDGMENT AND JOINDER IN RULE 59 MOTION

FILED
2016 OCT -3 PM 3:38
MARY P. BROWN
CLERK OF COURT
BERKELEY COUNTY, SC

TSM

TSM

Corporation, DVS, Inc., Raul Martinez Masonry, LLC, Alpha Omega Construction Group, Inc., South Carolina Exteriors, LLC, Builders Firstsource-Southeast Group, LLC, and Low Country Renovations and Siding, LLP,

Third-Party Defendants.

Décor Corporation,

Fourth-Party Plaintiff,

vs.

Baranov Flooring, LLC, DJ Construction Services, LLC, Creative Wood Floors, LLC, Geraldo Cunha, Ebenezer Flooring, LLC, Enmanuel Flooring and Siding, LLC, Fusi Flooring and Covering, LLC, Nicolas Flores, Alexander Martinez, Isidru Mejia, Juan Perez Son, Ernesto M. Perez, N&B Construction, LLC, Jose Dias Rodrigues, Livia Sousa, Jose Betio Pereira, Jose Paz Castro Hernandez, Divinio Aparecido Corgosinho, Ricardo Chiche, Cebs Construction, Bayshore Siding and Flooring, Sebastio Luiz De Araujo, and John Does 1-4,

Fourth-Party Defendants.

TO: JENNA K. MCGEE, ESQUIRE, F. ELLIOTTE QUINN, IV, ESQUIRE, ATTORNEYS FOR DEFENDANT/THIRD PARTY PLAINTIFF LENNAR CAROLINAS, LLC; THE HONORABLE J.C. NICHOLSON, J.R.; AND ALL OTHER COUNSEL OF RECORD:

YOU WILL PLEASE TAKE NOTICE that Defendant Spring Grove Plantation Development, Inc. (hereinafter referred to as "Spring Grove"), by and through the undersigned counsel, will move before the Honorable J.C. Nicholson, Jr. of the Berkeley County Court of Common Pleas, within ten (10) days after service of this notice, or as such time as counsel may

be scheduled to be heard, for an Order pursuant to Rule 59(e) of the South Carolina Rules of Civil Procedure asking this Court to alter or amend its Order denying Lennar Carolinas, LLC (hereinafter referred to as "Lennar") Motion to Compel Arbitration, filed September 21, 2016 (the "Order")(attached hereto as Exhibit "A") in the above captioned matter. Spring Grove was advised via email on September 19, 2016 that the Honorable J.C. Nicholson, Jr. had signed the Order and mailed it for filing. Spring Grove received a copy of the Order on September 22, 2016.

In addition to the grounds hereinafter set forth, Spring Grove incorporates herein by reference those grounds as set forth in the Motions to Alter or Amend Judgment submitted by Alpha Omega Construction Group, Inc. and South Carolina Exteriors, LLC, as well as those set forth by other Defendants/Third Party Defendants/Fourth Party Defendants, in which Spring Grove joins.

Spring Grove will specifically show this Court the following:

1. This matter was before the Court on Lennar's Amended Motion to Compel Arbitration dated March 30, 2016 ("Lennar's Amended Motion"). Lennar's Amended Motion sought to compel Plaintiffs, Defendants and Third Party Defendants to arbitrate. (Lennar's Amended Motion, pp. 3-4). In its Amended Motion, Lennar asserted that "the claims asserted in Plaintiffs' First Amended complaint, the cross-claims and third party claims asserted by Lennar against Defendants[1] . . . and all cross-claims and counterclaims asserted by Defendants against Lennar are subject to mandatory and binding arbitration under the terms of Plaintiffs' Purchase

[1] Lennar collectively refers to Defendants and Third Party Defendants, including Spring Grove, as "Defendants" in Lennar's Amended Motion. (Lennar's Amended Motion, p. 3).

and Sale Agreements, Lennar's Limited Warranty, the deeds of Plaintiffs' residences, **the deed from [Spring Grove] to Lennar** . . ., the applicable covenants and restrictions, and Defendants' supplier, subcontractor, or consultant agreements with Lennar." (*Id.* At pp. 4-5)(emphasis added);

2. Spring Grove, along with various other Defendants and Third-Party Defendants, submitted memoranda in opposition to Lennar's Amended Motion. (*See generally* Defendant Spring Grove's Memorandum in Opposition to Defendant/Third-Party Plaintiff Lennar Carolinas, LLC's Motion to Compel Arbitration ("Spring Grove's Opposition"); South Carolina Exteriors, LLC's Memorandum in Opposition to Lennar Carolinas, LLC's Amended Motion to Compel Arbitration; Super Concrete of SC, Inc.'s Memorandum of Law in Opposition to Lennar Carolinas, LLC's Amended Motion to Compel Arbitration; Third Party Defendant Guaranteed Framing, LLC's Memorandum of Law in Response to Lennar's Amended Motion to Compel Arbitration; and Third Party Defendants Alpha Omega Construction, LLC's Memorandum in Opposition to Lennar's Amended Motion to Compel Arbitration.). At the hearing on April 11, 2016 before the Honorable J.C. Nicholson, Jr., various Defendants and Third-Party Defendants, including Spring grove, opposed Lennar's Amended Motion and incorporated the arguments of the other parties opposing Lennar's Amended Motion;

3. The Order addresses the arbitration provisions of Plaintiffs' Purchase and Sale Agreement, Lennar's Limited Warranty, the deeds of Plaintiffs' residences and the applicable covenants and restrictions. However, the Order does not address whether Defendants and Third-Party Defendants, including Spring Grove, should be compelled to arbitrate the claims against them by Lennar and their claims against Lennar;

4. For the reasons set forth in Spring Grove's Opposition and expressed at the April 11, 2016 hearing, all of which are incorporated herein by reference pursuant to Rule 10(c), SCRCP, Spring Grove respectfully requests the Court amend the Order to add that it also denies Lennar's Amended Motion as to **all** Defendants and Third-Party Defendants for all of the reasons set forth by the parties in their filings and during the April 11, 2016 hearing;

5. In the alternative, Spring Grove respectfully requests the Court amend the Order to add that it also denies Lennar's Amended Motion as to Spring Grove for the following reasons:

a. To compel Spring Grove (and others) to arbitrate when Plaintiffs will likely bring direct claims against Spring Grove (and others) will subject Spring Grove (and others) to inconsistent findings of fact, liability and judgments.

b. Lennar cannot point to a writing pursuant to which Spring Grove agreed to submit to arbitration any dispute with Lennar. While the Amended and Restated Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens for Spring Grove Plantation Community ("CC&R") was signed solely by Spring Grove, this is the only document that purports to have an arbitration provision; however, the CC&R does not contain an agreement between Lennar and Spring Grove.[2] Any reference by Lennar to other documents which may or may not contain an arbitration clause is inapplicable to Spring Grove. However, under both South Carolina and federal law, the arbitration language of the CC& does not encompass or purport to cover the underlying dispute in this matter. The CC&R is strictly an agreement between the developer and the homeowners

[2] The 52 page CC&R does contain an arbitration provision on the top of the first page which states "This Agreement is Subject to Binding Arbitration Pursuant to the South Carolina Uniform Arbitration Act (S.C. Code Ann. §15-48-10 et seq., as amended." The subject properties were not included in the original CC&R, but instead were accepted into the community pursuant to the Annexation of Lots to Spring Grove Plantation Community agreed to by Spring Grove and Spring Grove Properties, LLC, on May 19, 2011.

outlining design criteria, maintenance of common lands and creates a homeowners' association. Even still, an ordinary homeowner would not have contemplated defects related to the construction of their home. Therefore, the CC&R cannot be extended to cover construction deficiencies alleged by homeowners.

c. Lennar seeks to compel arbitration against all Plaintiffs, Defendants and Third-Party Defendants. However, a party cannot be compelled to arbitrate a dispute it has not agreed to arbitrate. Because Spring Grove did not agree to arbitrate the claims alleged in this matter, it cannot be forced into joining other parties in arbitration.

For these reasons, Spring Grove respectfully requests that this Court amend its Order, as filed September 21, 2016, denying Lennar's Motion to Compel Arbitration, to clarify that the Order also denies Lennar's Motion to Compel Arbitration as to Lennar's claims against all Defendants and Third-Party Defendants. In the alternative, Spring Grove respectfully requests the Court amend the Order to add that it also denies Lennar's Amended Motion as to Spring Grove.

MCANGUS GOUDELOCK & COURIE, L.L.C.

R. Trippett Boineau, III
Heath M. Stewart, III
Post Office Box 12519, Capitol Station
Meridian, 1320 Main Street, 10th Floor (29201)
Columbia, South Carolina 29211-2519
(803) 779-2300
trippett.boineau@mgclaw.com
heath.stewart@mgclaw.com

ATTORNEYS FOR DEFENDANT SPRING GROVE PLANTATION DEVELOPMENT, INC.

September 30, 2016
Columbia, South Carolina

STATE OF SOUTH CAROLINA)
) **AFFIDAVIT OF HELEN DRAY**
COUNTY OF BERKELEY)

Personally appeared before me, Helen Dray, who deposes and attests as follows:

1. I am a citizen and resident of South Carolina; I am over the age of 18 years; and I have personal knowledge of the matters contained in this affidavit.

2. I have been the bookkeeper of Guaranteed Framing, LLC since 2006.

3. In this position, I am familiar with Guaranteed Framing's records and the company's projects for Lennar Carolinas, LLC ("Lennar").

4. The purchase order requests for Guaranteed Framing's work at the Lennar project consisting of residences in The Abbey at Spring Grove Plantation in Moncks Corner, South Carolina ("the Project") are attached as Exhibit 1. They are dated from September 7, 2011 to April 25, 2015.

5. The invoices demonstrate that Guaranteed Framing's work at the Project was completed by April of 2015.

6. The August 6, 2015 Master Trade Partner Agreement between Lennar and Guaranteed Framing (Exhibit 42 to the Affidavit of Robert Mauch) was entered into after Guaranteed Framing completed all of its work for Lennar at the Project.

Further, affiant sayeth naught.

Helen C Dray
Helen Dray

Subscribed and sworn to before me
This 8th day of APRIL 2016

Notary Public for State of South Carolina
My commission expires 3-20-2020

CYRO FREITAS
My Commission Expires
NOTARY
PUBLIC
03-16-2020
SOUTH CAROLINA

Erin Magera

From: Lennar Homes LLC, Mac Smith, [CRS-DOC] <postmaster@hyphensolutions.net>
Sent: Tuesday, September 06, 2011 8:59 AM
To: gfbookkeeper@gmail.com
Subject: The Abbey at Spring Grove-1886760, 18867600054 - 102 Maywood Drive, L -Frame - Interior - 1st Floor (Truss/Deck/Interi, BuildPro Order #14383655-000 (jme)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 14383655-000 OP **COST CODE:** 411205

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Mac Smith, [CRS-DOC]

PHONE:	843-388-8989	**FAX:**	843-388-8987	**EMAIL:**	william.maxwell.smith@lennar.com

JOB INFORMATION:

DATE NEEDED:	09/07/2011	**JOB NAME:**	18867600054 - 102 Maywood Drive	**PLAN:**	2059
PO DATE:	09/06/2011	**JOB ADDRESS:**	102 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	C/R
				LOT/BLOCK:	0054/
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION: L -Frame - Interior - 1st Floor (Truss/Deck/Interior) [4749351 - 14383655-000] [OP]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
2475.00	CONTRACT	08/16/2011	FW30Y70981 -FRAME LABOR-ONE STORYFRAME-80%	$1.34	$3306.60
				Subtotal:	$3306.60
				Tax Total:	$0.00
				Total:	**$3306.60**

Submitted by: Steven Baker [CRS-CM] 09/06/2011 7:59:13 AM

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Erin Magera

From: Lennar Homes LLC, Mac Smith, [CRS-DOC] <postmaster@hyphensolutions.net>
Sent: Tuesday, September 06, 2011 8:55 AM
To: gfbookkeeper@gmail.com
Subject: The Abbey at Spring Grove-1886760, 18867600041 - 219 Maywood Drive, L- Frame (2nd Draw) [4749351 - 14339366-000] [OP] , BuildPro Order #14339366-000 (jme)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 14339366-000 OP **COST CODE:** 411225

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8988	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Mac Smith, [CRS-DOC]

PHONE:	843-388-8989	**FAX:**	843-388-8987	**EMAIL:**	william.maxwell.smith@lennar.com

JOB INFORMATION:

DATE NEEDED:	09/07/2011	**JOB NAME:**	18867600041 - 219 Maywood Drive	**PLAN:**	1926
PO DATE:	09/06/2011	**JOB ADDRESS:**	219 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	A/L
				LOT/BLOCK:	0041/
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION: L- Frame (2nd Draw) [4749351 - 14339366-000] [OP]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
2635.00	CONTRACT	08/05/2011	FW30Y70921 -FRAME LABOR-ONE STORYFRAME-20%	$0.33	$880.09
				Subtotal:	$880.09
				Tax Total:	$0.00
				Total:	**$880.09**

Submitted by: Steven Baker [CRS-CM] 09/06/2011 7:55:24 AM

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Erin Magera

From: Lennar Homes LLC, Mac Smith, [CRS-DOC] <postmaster@hyphensolutions.net>
Sent: Tuesday, September 06, 2011 8:55 AM
To: gfbookkeeper@gmail.com
Subject: The Abbey at Spring Grove-1886760, 18867600041 - 219 Maywood Drive, L -Frame - Interior - 1st Floor (Truss/Deck/Interi, BuildPro Order #14339365-000 (jme)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 14339365-000 OP **COST CODE:** 411205

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-8824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Mac Smith, [CRS-DOC]

PHONE:	843-388-8989	**FAX:**	843-388-8987	**EMAIL:**	william.maxwell.smith@lennar.com

JOB INFORMATION:

DATE NEEDED:	09/07/2011	**JOB NAME:**	18867600041 - 219 Maywood Drive	**PLAN:**	1926
PO DATE:	09/06/2011	**JOB ADDRESS:**	219 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	A/L
				LOT/BLOCK:	0041/
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION: L -Frame - Interior - 1st Floor (Truss/Deck/Interior) [4749351 - 14339365-000] [OP]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
2635.00	CONTRACT	08/05/2011	FW30Y70981 -FRAME LABOR-ONE STORYFRAME-80%	$1.34	$3520.36
				Subtotal:	$3520.36
				Tax Total:	$0.00
				Total:	**$3520.36**

Submitted by: Steven Baker [CRS-CM] 09/06/2011 7:55:23 AM

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Erin Magera

From: Lennar Homes LLC, Mac Smith, [CRS-DOC] <postmaster@hyphensolutions.net>
Sent: Tuesday, September 06, 2011 8:53 AM
To: gfbookkeeper@gmail.com
Subject: The Abbey at Spring Grove-1886760, 18867600040 - 225 Maywood Drive, L -Frame - Interior - 1st Floor (Truss/Deck/Interi, BuildPro Order #14339206-000 (jme)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 14339206-000 OP **COST CODE:** 411205

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Mac Smith, [CRS-DOC]

PHONE:	843-388-8989	**FAX:**	843-388-8987	**EMAIL:**	william.maxwell.smith@lennar.com

JOB INFORMATION:

DATE NEEDED:	09/07/2011	**JOB NAME:**	18867600040 - 225 Maywood Drive	**PLAN:**	1746
PO DATE:	09/06/2011	**JOB ADDRESS:**	225 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	B/R
				LOT/BLOCK:	0040/
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION: L -Frame - Interior - 1st Floor (Truss/Deck/Interior) [4749351 - 14339206-000] [OP]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
2308.00	CONTRACT	08/05/2011	FW30Y70981 -FRAME LABOR-ONE STORYFRAME-80%	$1.34	$3083.49
				Subtotal:	$3083.49
				Tax Total:	$0.00
				Total:	**$3083.49**

Submitted by: Steven Baker [CRS-CM] 09/06/2011 7:53:07 AM

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Erin Magera

From: Lennar Homes LLC, Mac Smith, [CRS-DOC] <postmaster@hyphensolutions.net>
Sent: Tuesday, September 06, 2011 8:53 AM
To: gfbookkeeper@gmail.com
Subject: The Abbey at Spring Grove-1886760, 18867600040 - 225 Maywood Drive, L- Frame (2nd Draw) [4749351 - 14339207-000] [OP] , BuildPro Order #14339207-000 (jme)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 14339207-000 OP **COST CODE:** 411225

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Mac Smith, [CRS-DOC]

PHONE:	843-388-8989	**FAX:**	843-388-8987	**EMAIL:**	william.maxwell.smith@lennar.com

JOB INFORMATION:

DATE NEEDED:	09/07/2011	**JOB NAME:**	18867600040 - 225 Maywood Drive	**PLAN:**	1746
PO DATE:	09/06/2011	**JOB ADDRESS:**	225 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	B/R
				LOT/BLOCK:	0040/
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION: L- Frame (2nd Draw) [4749351 - 14339207-000] [OP]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
2308.00	CONTRACT	08/05/2011	FW30Y70921 -FRAME LABOR-ONE STORYFRAME-20%	$0.33	$770.87
				Subtotal:	$770.87
				Tax Total:	$0.00
				Total:	**$770.87**

Submitted by: Steven Baker [CRS-CM] 09/06/2011 7:53:07 AM

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Erin Magera

From: Lennar Homes LLC, Mac Smith, [CRS-DOC] <postmaster@hyphensolutions.net>
Sent: Tuesday, September 06, 2011 8:59 AM
To: gfbookkeeper@gmail.com
Subject: The Abbey at Spring Grove-1886760, 18867600054 - 102 Maywood Drive, L- Frame (2nd Draw) [4749351 - 14383656-000] [OP] , BuildPro Order #14383656-000 (jme)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 14383656-000 OP **COST CODE:** 411225

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Mac Smith, [CRS-DOC]

PHONE:	843-388-8989	**FAX:**	843-388-8987	**EMAIL:**	william.maxwell.smith@lennar.com

JOB INFORMATION:

DATE NEEDED:	09/08/2011	**JOB NAME:**	18867600054 - 102 Maywood Drive	**PLAN:**	2059
PO DATE:	09/06/2011	**JOB ADDRESS:**	102 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	C/R
				LOT/BLOCK:	0054/
MAP LOCATION:			**BACKORDER POLICY:**	Ship and Back Order	

REQUEST INFORMATION: L- Frame (2nd Draw) [4749351 - 14383656-000] [OP]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
2475.00	CONTRACT	08/16/2011	FW30Y70921 -FRAME LABOR-ONE STORYFRAME-20%	$0.33	$826.65
				Subtotal:	$826.65
				Tax Total:	$0.00
				Total:	**$826.65**

Submitted by: Steven Baker [CRS-CM] 09/06/2011 7:59:13 AM

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Erin Magera

From: Lennar Homes LLC, Mac Smith, [CRS-DOC] <postmaster@hyphensolutions.net>
Sent: Tuesday, September 06, 2011 8:51 AM
To: gfbookkeeper@gmail.com
Subject: The Abbey at Spring Grove-1886760, 18867600039 - 227 Maywood Drive, L -Frame - Interior - 1st Floor (Truss/Deck/Interi, BuildPro Order #14397347-000 (jme)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 14397347-000 OP **COST CODE:** 411205

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Mac Smith, [CRS-DOC]

PHONE:	843-388-8989	**FAX:**	843-388-8987	**EMAIL:**	william.maxwell.smith@lennar.com

JOB INFORMATION:

DATE NEEDED:	09/13/2011	**JOB NAME:**	18867600039 - 227 Maywood Drive	**PLAN:**	2073
PO DATE:	09/06/2011	**JOB ADDRESS:**	227 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	A/R
				LOT/BLOCK:	0039/
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION: L -Frame - Interior - 1st Floor (Truss/Deck/Interior) [4749351 - 14397347-000] [OP]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
2634.00	CONTRACT	08/18/2011	FW30Y70981 -FRAME LABOR-ONE STORYFRAME-80%	$1.34	$3519.02
				Subtotal:	$3519.02
				Tax Total:	$0.00
				Total:	**$3519.02**

Submitted by: Steven Baker [CRS-CM] 09/06/2011 7:50:37 AM

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Erin Magera

From: Lennar Homes LLC, Mac Smith, [CRS-DOC] <postmaster@hyphensolutions.net>
Sent: Thursday, September 15, 2011 8:24 AM
To: gfbookkeeper@gmail.com
Subject: The Abbey at Spring Grove-1886760, 18867600041 - 219 Maywood Drive, L-Roofing [4749351 - 14339389-000] [OP] , BuildPro Order #14339389-000 (jme)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 14339389-000 OP **COST CODE:** 431601

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Mac Smith, [CRS-DOC]

PHONE:	843-388-8989	**FAX:**	843-388-8987	**EMAIL:**	william.maxwell.smith@lennar.com

JOB INFORMATION:

DATE NEEDED:	09/19/2011	**JOB NAME:**	18867600041 - 219 Maywood Drive	**PLAN:**	1926
PO DATE:	09/15/2011	**JOB ADDRESS:**	219 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	A/L
				LOT/BLOCK:	0041/
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION: L-Roofing [4749351 - 14339389-000] [OP]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
1.00	CONTRACT	08/05/2011	FW68A60775 -.027 PRE-FINISHED ALUMINUMWALL FLASHING 4"X4"X10'	$11.00	$11.00
34.00	CONTRACT	08/05/2011	FW68A71100 -INSTALL SHINGLES	$24.50	$833.00
8.00	CONTRACT	08/05/2011	FW68A76400 -INSTALL WALL FLASHING	$0.65	$5.20
20.00	CONTRACT	08/05/2011	FW68A78200 -INSTALL RIDGE VENT	$3.50	$70.00
				Subtotal:	$919.20
				Tax Total:	$0.88
				Total:	**$920.08**

Submitted by: Steven Baker [CRS-CM] 09/15/2011 7:23:40 AM

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Erin Magera

From: Lennar Homes LLC, Mac Smith, [CRS-DOC] <postmaster@hyphensolutions.net>
Sent: Thursday, September 15, 2011 8:23 AM
To: gfbookkeeper@gmail.com
Subject: The Abbey at Spring Grove-1886760, 18867600040 - 225 Maywood Drive, L-Roofing [4749351 - 14339244-000] [OP] , BuildPro Order #14339244-000 (jme)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 14339244-000 OP **COST CODE:** 431601

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Mac Smith, [CRS-DOC]

PHONE:	843-388-8989	**FAX:**	843-388-8987	**EMAIL:**	william.maxwell.smith@lennar.com

JOB INFORMATION:

DATE NEEDED:	09/19/2011	**JOB NAME:**	18867600040 - 225 Maywood Drive	**PLAN:**	1746
PO DATE:	09/15/2011	**JOB ADDRESS:**	225 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	B/R
				LOT/BLOCK:	0040/
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION:

L-Roofing [4749351 - 14339244-000] [OP]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
1.00	CONTRACT	08/05/2011	FW68A60775 -.027 PRE-FINISHED ALUMINUMWALL FLASHING 4"X4"X10'	$11.00	$11.00
35.00	CONTRACT	08/05/2011	FW68A71100 -INSTALL SHINGLES	$24.50	$857.50
8.00	CONTRACT	08/05/2011	FW68A76400 -INSTALL WALL FLASHING	$0.65	$5.20
26.00	CONTRACT	08/05/2011	FW68A78200 -INSTALL RIDGE VENT	$3.50	$91.00
				Subtotal:	$964.70
				Tax Total:	$0.88
				Total:	**$965.58**

Submitted by: Steven Baker [CRS-CM] 09/15/2011 7:22:45 AM

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Erin Magera

From: Lennar Homes LLC, Mac Smith, [CRS-DOC] <postmaster@hyphensolutions.net>
Sent: Thursday, September 15, 2011 8:20 AM
To: gfbookkeeper@gmail.com
Subject: The Abbey at Spring Grove-1886760, 18867600012 - 224 Maywood Drive, L-Roofing [4749351 - 14371224-000] [OP] , BuildPro Order #14371224-000 (jme)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 14371224-000 OP **COST CODE:** 431601

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Mac Smith, [CRS-DOC]

PHONE:	843-388-8989	**FAX:**	843-388-8987	**EMAIL:**	william.maxwell.smith@lennar.com

JOB INFORMATION:

DATE NEEDED:	09/20/2011	**JOB NAME:**	18867600012 - 224 Maywood Drive	**PLAN:**	2113
PO DATE:	09/15/2011	**JOB ADDRESS:**	224 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	B/L
				LOT/BLOCK:	0012/
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION: L-Roofing [4749351 - 14371224-000] [OP]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
7.00	CONTRACT	08/12/2011	FW68A60775 -.027 PRE-FINISHED ALUMINUMWALL FLASHING 4"X4"X10'	$11.00	$77.00
27.00	CONTRACT	08/12/2011	FW68A71100 -INSTALL SHINGLES	$24.50	$661.50
1.00	CONTRACT	08/12/2011	FW68A71100 -INSTALL SHINGLES	$24.50	$24.50
50.00	CONTRACT	08/12/2011	FW68A76400 -INSTALL WALL FLASHING	$0.65	$32.50
7.00	CONTRACT	08/12/2011	FW68A78200 -INSTALL RIDGE VENT	$3.50	$24.50
				Subtotal:	$820.00
				Tax Total:	$6.16
				Total:	**$826.16**

Submitted by: Steven Baker [CRS-CM] 09/15/2011 7:19:53 AM

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Erin Magera

From: Lennar Homes LLC, Mac Smith, [CRS-DOC] <postmaster@hyphensolutions.net>
Sent: Thursday, September 15, 2011 8:25 AM
To: gfbookkeeper@gmail.com
Subject: The Abbey at Spring Grove-1886760, 18867600054 - 102 Maywood Drive, L-Roofing [4749351 - 14383679-000] [OP] , BuildPro Order #14383679-000 (jme)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 14383679-000 OP **COST CODE:** 431601

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Mac Smith, [CRS-DOC]

PHONE:	843-388-8989	**FAX:**	843-388-8987	**EMAIL:**	william.maxwell.smith@lennar.com

JOB INFORMATION:

DATE NEEDED:	09/20/2011	**JOB NAME:**	18867600054 - 102 Maywood Drive	**PLAN:**	2059
PO DATE:	09/15/2011	**JOB ADDRESS:**	102 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	C/R
				LOT/BLOCK:	0054/
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION: L-Roofing [4749351 - 14383679-000] [OP]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
5.00	CONTRACT	08/16/2011	FW68A60775 - .027 PRE-FINISHED ALUMINUMWALL FLASHING 4"X4"X10'	$11.00	$55.00
21.00	CONTRACT	08/16/2011	FW68A71100 -INSTALL SHINGLES	$24.50	$514.50
2.00	CONTRACT	08/16/2011	FW68A71100 -INSTALL SHINGLES	$24.50	$49.00
280.00	CONTRACT	08/16/2011	FW68A76300 -LABOR,DRIP EDGE	$0.28	$78.40
50.00	CONTRACT	08/16/2011	FW68A76400 -INSTALL WALL FLASHING	$0.65	$32.50
12.00	CONTRACT	08/16/2011	FW68A78200 -INSTALL RIDGE VENT	$3.50	$42.00
				Subtotal:	$771.40
				Tax Total:	$4.40
				Total:	**$775.80**

Submitted by: Steven Baker [CRS-CM] 09/15/2011 7:24:31 AM

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Erin Magera

From: Lennar Homes LLC, Mac Smith, [CRS-DOC] <postmaster@hyphensolutions.net>
Sent: Tuesday, September 06, 2011 8:51 AM
To: gfbookkeeper@gmail.com
Subject: The Abbey at Spring Grove-1886760, 18867600039 - 227 Maywood Drive, L- Frame (2nd Draw) [4749351 - 14397348-000] [OP] , BuildPro Order #14397348-000 (jme)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 14397348-000 OP **COST CODE:** 411225

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Mac Smith, [CRS-DOC]

PHONE:	843-388-8989	**FAX:**	843-388-8987	**EMAIL:**	william.maxwell.smith@lennar.com

JOB INFORMATION:

DATE NEEDED:	09/22/2011	**JOB NAME:**	18867600039 - 227 Maywood Drive	**PLAN:**	2073
PO DATE:	09/06/2011	**JOB ADDRESS:**	227 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	A/R
				LOT/BLOCK:	0039/
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION: L- Frame (2nd Draw) [4749351 - 14397348-000] [OP]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
2634.00	CONTRACT	08/18/2011	FW30Y70921 -FRAME LABOR-ONE STORYFRAME-20%	$0.33	$879.76
				Subtotal:	$879.76
				Tax Total:	$0.00
				Total:	**$879.76**

Submitted by: Steven Baker [CRS-CM] 09/06/2011 7:50:38 AM

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Erin Magera

From: Lennar Homes LLC, Mac Smith, [CRS-DOC] <postmaster@hyphensolutions.net>
Sent: Thursday, September 15, 2011 8:21 AM
To: gfbookkeeper@gmail.com
Subject: The Abbey at Spring Grove-1886760, 18867600013 - 226 Maywood Drive, L-Roofing [4749351 - 14396711-000] [OP] , BuildPro Order #14396711-000 (jme)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 14396711-000 OP **COST CODE:** 431601

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Mac Smith, [CRS-DOC]

PHONE:	843-388-8989	**FAX:**	843-388-8987	**EMAIL:**	william.maxwell.smith@lennar.com

JOB INFORMATION:

DATE NEEDED:	09/27/2011	**JOB NAME:**	18867600013 - 226 Maywood Drive	**PLAN:**	1774
PO DATE:	09/15/2011	**JOB ADDRESS:**	226 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	B/L
				LOT/BLOCK:	0013/
MAP LOCATION:			**BACKORDER POLICY:**	Ship and Back Order	

REQUEST INFORMATION: L-Roofing [4749351 - 14396711-000] [OP]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
5.00	CONTRACT	08/18/2011	FW68A60775 -.027 PRE-FINISHED ALUMINUMWALL FLASHING 4"X4"X10'	$11.00	$55.00
21.00	CONTRACT	08/18/2011	FW68A71100 -INSTALL SHINGLES	$24.50	$514.50
50.00	CONTRACT	08/18/2011	FW68A76400 -INSTALL WALL FLASHING	$0.65	$32.50
12.00	CONTRACT	08/18/2011	FW68A76200 -INSTALL RIDGE VENT	$3.50	$42.00
				Subtotal:	$644.00
				Tax Total:	$4.40
				Total:	**$648.40**

Submitted by: Steven Baker [CRS-CM] 09/15/2011 7:20:48 AM

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Erin Magera

From: Lennar Homes LLC, Mac Smith, [CRS-DOC] <postmaster@hyphensolutions.net>
Sent: Tuesday, September 20, 2011 2:34 PM
To: gfbookkeeper@gmail.com
Subject: The Abbey at Spring Grove-1886760, 18867600053 - 109 Maywood Drive, L- Frame (2nd Draw) [4749351 - 14397216-000] [OP] , BuildPro Order #14397216-000 (jme)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 14397216-000 OP **COST CODE:** 411225

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Mac Smith, [CRS-DOC]

PHONE:	843-388-8989	**FAX:**	843-388-8987	**EMAIL:**	william.maxwell.smith@lennar.com

JOB INFORMATION:

DATE NEEDED:	09/28/2011	**JOB NAME:**	18867600053 - 109 Maywood Drive	**PLAN:**	2113
PO DATE:	09/20/2011	**JOB ADDRESS:**	109 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	A/R
				LOT/BLOCK:	0053/
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION: L- Frame (2nd Draw) [4749351 - 14397216-000] [OP]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
2555.00	CONTRACT	08/18/2011	FW30Y70921 -FRAME LABOR-ONE STORYFRAME-20%	$0.33	$853.37
				Subtotal:	$853.37
				Tax Total:	$0.00
				Total:	**$853.37**

Submitted by: Steven Baker [CRS-CM] 09/20/2011 1:34:11 PM

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Erin Magera

From: Lennar Homes LLC, Mac Smith, [CRS-DOC] <postmaster@hyphensolutions.net>
Sent: Tuesday, September 20, 2011 2:34 PM
To: gfbookkeeper@gmail.com
Subject: The Abbey at Spring Grove-1886760, 18867600053 - 109 Maywood Drive, L -Frame - Interior - 1st Floor (Truss/Deck/Interi, BuildPro Order #14397215-000 (jme)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 14397215-000 OP **COST CODE:** 411205

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Mac Smith, [CRS-DOC]

PHONE:	843-388-8989	**FAX:**	843-388-8987	**EMAIL:**	william.maxwell.smith@lennar.com

JOB INFORMATION:

DATE NEEDED:	09/28/2011	**JOB NAME:**	18867600053 - 109 Maywood Drive	**PLAN:**	2113
PO DATE:	09/20/2011	**JOB ADDRESS:**	109 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	A/R
				LOT/BLOCK:	0053/
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION: L -Frame - Interior - 1st Floor (Truss/Deck/Interior) [4749351 - 14397215-000] [OP]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
2555.00	CONTRACT	08/18/2011	FW30Y70981 -FRAME LABOR-ONE STORYFRAME-80%	$1.34	$3413.48
				Subtotal:	$3413.48
				Tax Total:	$0.00
				Total:	**$3413.48**

Submitted by: Steven Baker [CRS-CM] 09/20/2011 1:34:10 PM

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Erin Magera

From: Lennar Homes LLC, Mac Smith, [CRS-DOC] <postmaster@hyphensolutions.net>
Sent: Thursday, September 15, 2011 8:19 AM
To: gfbookkeeper@gmail.com
Subject: The Abbey at Spring Grove-1886760, 18867600011 - 222 Maywood Drive, L-Roofing [4749351 - 14396613-000] [OP] , BuildPro Order #14396613-000 (jme)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 14396613-000 OP **COST CODE:** 431601

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Mac Smith, [CRS-DOC]

PHONE:	843-388-8989	**FAX:**	843-388-8987	**EMAIL:**	william.maxwell.smith@lennar.com

JOB INFORMATION:

DATE NEEDED:	09/29/2011	**JOB NAME:**	18867600011 - 222 Maywood Drive	**PLAN:**	1774
PO DATE:	09/15/2011	**JOB ADDRESS:**	222 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	A/L
				LOT/BLOCK:	0011/
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION: L-Roofing [4749351 - 14396613-000] [OP]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
5.00	CONTRACT	08/18/2011	FW68A60775 -.027 PRE-FINISHED ALUMINUMWALL FLASHING 4"X4"X10'	$11.00	$55.00
21.00	CONTRACT	08/18/2011	FW68A71100 -INSTALL SHINGLES	$24.50	$514.50
50.00	CONTRACT	08/18/2011	FW68A76400 -INSTALL WALL FLASHING	$0.65	$32.50
12.00	CONTRACT	08/18/2011	FW68A78200 -INSTALL RIDGE VENT	$3.50	$42.00
1.00	CONTRACT	08/18/2011	FW68A78200 -INSTALL RIDGE VENT	$3.50	$3.50
				Subtotal:	$647.50
				Tax Total:	$4.40
				Total:	**$651.90**

Submitted by: Steven Baker [CRS-CM] 09/15/2011 7:18:30 AM

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Erin Magera

From: Lennar Homes LLC, Mac Smith, [CRS-DOC] <postmaster@hyphensolutions.net>
Sent: Tuesday, September 20, 2011 2:26 PM
To: gfbookkeeper@gmail.com
Subject: The Abbey at Spring Grove-1886760, 18867600051 - 113 Maywood Drive, L -Frame - Interior - 1st Floor (Truss/Deck/Interi, BuildPro Order #14383756-000 (jme)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 14383756-000 OP **COST CODE:** 411205

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Mac Smith, [CRS-DOC]

PHONE:	843-388-8989	**FAX:**	843-388-8987	**EMAIL:**	william.maxwell.smith@lennar.com

JOB INFORMATION:

DATE NEEDED:	09/29/2011	**JOB NAME:**	18867600051 - 113 Maywood Drive	**PLAN:**	2059
PO DATE:	09/20/2011	**JOB ADDRESS:**	113 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	C/R
				LOT/BLOCK:	0051/
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION: L -Frame - Interior - 1st Floor (Truss/Deck/Interior) [4749351 - 14383756-000] [OP]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
2475.00	CONTRACT	08/16/2011	FW30Y70981 -FRAME LABOR-ONE STORYFRAME-80%	$1.34	$3306.60

Subtotal:	$3306.60
Tax Total:	$0.00
Total:	**$3306.60**

Submitted by: Steven Baker [CRS-CM] 09/20/2011 1:26:07 PM

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Erin Magera

From: Lennar Homes LLC, Steven Baker [CRS-CM] <postmaster@hyphensolutions.net>
Sent: Tuesday, September 06, 2011 2:04 PM
To: gfbookkeeper@gmail.com
Subject: The Abbey at Spring Grove-1886760, 18867600042 - 217 Maywood Drive, T-Storm Shutters H/W [4749351 - 13756772-000] [OP], BuildPro Order #13756772-000 (jme)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 13756772-000 OP **COST CODE:** 428210

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Steven Baker [CRS-CM]

PHONE:	(843) 200-1180	**FAX:**		**EMAIL:**	Steven.Baker@lennar.com

JOB INFORMATION:

DATE NEEDED:	09/30/2011	**JOB NAME:**	18867600042 - 217 Maywood Drive	**PLAN:**	1774
PO DATE:	09/06/2011	**JOB ADDRESS:**	217 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	C/R
				LOT/BLOCK:	0042/
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION: T-Storm Shutters H/W [4749351 - 13756772-000] [OP]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
14.00	CONTRACT	03/29/2011	FW63A02700 -TEMP STORM SHUTTEROSB	$8.00	$112.00
14.00	CONTRACT	03/29/2011	FW63A72700 -INSTALL TEMP STORM SHUTTEROSB	$11.00	$154.00
				Subtotal:	$266.00
				Tax Total:	$8.96
				Total:	**$274.96**

Submitted by: Steven Baker [CRS-CM] 09/06/2011 1:03:56 PM

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Erin Magera

From: Lennar Homes LLC, Mac Smith, [CRS-DOC] <postmaster@hyphensolutions.net>
Sent: Thursday, September 15, 2011 8:22 AM
To: gfbookkeeper@gmail.com
Subject: The Abbey at Spring Grove-1886760, 18867600039 - 227 Maywood Drive, L-Roofing [4749351 - 14397387-000] [OP] , BuildPro Order #14397387-000 (jme)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 14397387-000 OP **COST CODE:** 431601

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Mac Smith, [CRS-DOC]

PHONE:	843-388-8989	**FAX:**	843-388-8987	**EMAIL:**	william.maxwell.smith@lennar.com

JOB INFORMATION:

DATE NEEDED:	10/04/2011	**JOB NAME:**	18867600039 - 227 Maywood Drive	**PLAN:**	2073
PO DATE:	09/15/2011	**JOB ADDRESS:**	227 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	A/R
				LOT/BLOCK:	0039/
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION: L-Roofing [4749351 - 14397387-000] [OP]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
3.00	CONTRACT	08/18/2011	FW68A60775 -.027 PRE-FINISHED ALUMINUMWALL FLASHING 4"X4"X10'	$11.00	$33.00
31.00	CONTRACT	08/18/2011	FW68A71100 -INSTALL SHINGLES	$24.50	$759.50
28.00	CONTRACT	08/18/2011	FW68A76400 -INSTALL WALL FLASHING	$0.65	$18.20
8.00	CONTRACT	08/18/2011	FW68A78200 -INSTALL RIDGE VENT	$3.50	$28.00
				Subtotal:	$838.70
				Tax Total:	$2.64
				Total:	**$841.34**

Submitted by: Steven Baker [CRS-CM] 09/15/2011 7:21:56 AM

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Erin Magera

From: Lennar Homes LLC, Steven Baker [CRS-CM] <postmaster@hyphensolutions.net>
Sent: Tuesday, September 20, 2011 2:08 PM
To: gfbookkeeper@gmail.com
Subject: The Abbey at Spring Grove-1886760, 18867600043 - 215 Maywood Drive, T-Storm Shutters H/W [4749351 - 13756996-000] [OP], BuildPro Order #13756996-000 (jme)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 13756996-000 OP **COST CODE:** 428210

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Steven Baker [CRS-CM]

PHONE:	(843) 200-1180	**FAX:**		**EMAIL:**	Steven.Baker@lennar.com

JOB INFORMATION:

DATE NEEDED:	10/07/2011	**JOB NAME:**	18867600043 - 215 Maywood Drive	**PLAN:**	2113
PO DATE:	09/20/2011	**JOB ADDRESS:**	215 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	A/L
				LOT/BLOCK:	0043/
MAP LOCATION:			**BACKORDER POLICY:**	Ship and Back Order	

REQUEST INFORMATION: T-Storm Shutters H/W [4749351 - 13756996-000] [OP]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
14.00	CONTRACT	03/29/2011	FW63A02700 -TEMP STORM SHUTTEROSB	$8.00	$112.00
14.00	CONTRACT	03/29/2011	FW63A72700 -INSTALL TEMP STORM SHUTTEROSB	$11.00	$154.00
				Subtotal:	$266.00
				Tax Total:	$8.96
				Total:	**$274.96**

Submitted by: Steven Baker [CRS-CM] 09/20/2011 1:08:26 PM

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Erin Magera

From: Lennar Homes LLC, Steven Baker [CRS-CM] <postmaster@hyphensolutions.net>
Sent: Tuesday, September 06, 2011 2:13 PM
To: gfbookkeeper@gmail.com
Subject: The Abbey at Spring Grove-1886760, 18867600044 - 213 Maywood Drive, T-Storm Shutters H/W [4749351 - 13757220-000] [OP], BuildPro Order #13757220-000 (jme)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 13757220-000 OP **COST CODE:** 426210

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Steven Baker [CRS-CM]

PHONE:	(843) 200-1180	**FAX:**		**EMAIL:**	Steven.Baker@lennar.com

JOB INFORMATION:

DATE NEEDED:	10/07/2011	**JOB NAME:**	18867600044 - 213 Maywood Drive	**PLAN:**	1926
PO DATE:	09/06/2011	**JOB ADDRESS:**	213 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	B/L
				LOT/BLOCK:	0044/
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION: T-Storm Shutters H/W [4749351 - 13757220-000] [OP]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
12.00	CONTRACT	03/29/2011	FW63A02700 -TEMP STORM SHUTTEROSB	$8.00	$96.00
12.00	CONTRACT	03/29/2011	FW63A72700 -INSTALL TEMP STORM SHUTTEROSB	$11.00	$132.00
				Subtotal:	$228.00
				Tax Total:	$7.68
				Total:	**$235.68**

Submitted by: Steven Baker [CRS-CM] 09/06/2011 1:13:13 PM

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Erin Magera

From: Lennar Homes LLC, Mac Smith, [CRS-DOC] <postmaster@hyphensolutions.net>
Sent: Tuesday, September 20, 2011 2:26 PM
To: gfbookkeeper@gmail.com
Subject: The Abbey at Spring Grove-1886760, 18867600051 - 113 Maywood Drive, L- Frame (2nd Draw) [4749351 - 14383757-000] [OP] , BuildPro Order #14383757-000 (jme)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 14383757-000 OP **COST CODE:** 411225

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Mac Smith, [CRS-DOC]

PHONE:	843-388-8989	**FAX:**	843-388-8987	**EMAIL:**	william.maxwell.smith@lennar.com

JOB INFORMATION:

DATE NEEDED:	10/10/2011	**JOB NAME:**	18867600051 - 113 Maywood Drive	**PLAN:**	2059
PO DATE:	09/20/2011	**JOB ADDRESS:**	113 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	C/R
				LOT/BLOCK:	0051/
MAP LOCATION:			**BACKORDER POLICY:**	Ship and Back Order	

REQUEST INFORMATION: L- Frame (2nd Draw) [4749351 - 14383757-000] [OP]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
2475.00	CONTRACT	08/16/2011	FW30Y70921 -FRAME LABOR-ONE STORYFRAME-20%	$0.33	$826.65

Subtotal:	$826.65
Tax Total:	$0.00
Total:	**$826.65**

Submitted by: Steven Baker [CRS-CM] 09/20/2011 1:26:15 PM

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Erin Magera

From: Lennar Homes LLC, Mac Smith, [CRS-DOC] <postmaster@hyphensolutions.net>
Sent: Monday, October 03, 2011 10:20 AM
To: gfbookkeeper@gmail.com
Subject: The Abbey at Spring Grove-1886760, 18867600053 - 109 Maywood Drive, L-Roofing [4749351 - 14397263-000] [OP] , BuildPro Order #14397263-000 (jme)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 14397263-000 OP **COST CODE:** 431601

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Mac Smith, [CRS-DOC]

PHONE:	843-388-8989	**FAX:**	843-388-8987	**EMAIL:**	william.maxwell.smith@lennar.com

JOB INFORMATION:

DATE NEEDED:	10/10/2011	**JOB NAME:**	18867600053 - 109 Maywood Drive	**PLAN:**	2113
PO DATE:	10/03/2011	**JOB ADDRESS:**	109 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	A/R
				LOT/BLOCK:	0053/
MAP LOCATION:			**BACKORDER POLICY:**	Ship and Back Order	

REQUEST INFORMATION: L-Roofing [4749351 - 14397263-000] [OP]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
8.00	CONTRACT	08/18/2011	FW68A60725 -COUNTER FLASHINGPER LF	$0.75	$6.00
7.00	CONTRACT	08/18/2011	FW68A60775 -.027 PRE-FINISHED ALUMINUMWALL FLASHING 4"X4"X10'	$11.00	$77.00
27.00	CONTRACT	08/18/2011	FW68A71100 -INSTALL SHINGLES	$24.50	$661.50
55.00	CONTRACT	08/18/2011	FW68A76400 -INSTALL WALL FLASHING	$0.65	$35.75
8.00	CONTRACT	08/18/2011	FW68A76420 -INSTALL COUNTER FLASHINGPER LF	$1.50	$12.00
7.00	CONTRACT	08/18/2011	FW68A78200 -INSTALL RIDGE VENT	$3.50	$24.50
				Subtotal:	$816.75
				Tax Total:	$6.64
				Total:	**$823.39**

Submitted by: Steven Baker [CRS-CM] 10/03/2011 9:20:10 AM

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Erin Magera

From: Lennar Homes LLC, Steven Baker [CRS-CM] <postmaster@hyphensolutions.net>
Sent: Monday, October 10, 2011 7:13 PM
To: gfbookkeeper@gmail.com
Subject: The Abbey at Spring Grove-1886760, 18867600066 - 126 Maywood Drive, L -Frame - Interior - 1st Floor (Truss/Deck/Interi, BuildPro Order #14567802-000 (jme)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 14567802-000 OP **COST CODE:** 411205

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Steven Baker [CRS-CM]

PHONE:	(843) 200-1180	**FAX:**		**EMAIL:**	Steven.Baker@lennar.com

JOB INFORMATION:

DATE NEEDED:	10/18/2011	**JOB NAME:**	18867600066 - 126 Maywood Drive	**PLAN:**	1746
PO DATE:	10/10/2011	**JOB ADDRESS:**	126 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	A/L
				LOT/BLOCK:	0066/
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION: L -Frame - Interior - 1st Floor (Truss/Deck/Interior) [4749351 - 14567802-000] [OP]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
2308.00	CONTRACT	10/03/2011	FW30Y70981 -FRAME LABOR-ONE STORYFRAME-80%	$1.34	$3083.49
				Subtotal:	$3083.49
				Tax Total:	$0.00
				Total:	**$3083.49**

Submitted by: Steven Baker [CRS-CM] 10/10/2011 6:12:32 PM

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Erin Magera

From: Lennar Homes LLC, Steven Baker [CRS-CM] <postmaster@hyphensolutions.net>
Sent: Monday, October 10, 2011 7:01 PM
To: gfbookkeeper@gmail.com
Subject: The Abbey at Spring Grove-1886760, 18867600065 - 124 Maywood Drive, L -Frame - Interior - 1st Floor (Truss/Deck/Interi, BuildPro Order #14567720-000 (jme)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 14567720-000 OP **COST CODE:** 411205

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Steven Baker [CRS-CM]

PHONE:	(843) 200-1180	**FAX:**		**EMAIL:**	Steven.Baker@lennar.com

JOB INFORMATION:

DATE NEEDED:	10/18/2011	**JOB NAME:**	18867600065 - 124 Maywood Drive	**PLAN:**	1774
PO DATE:	10/10/2011	**JOB ADDRESS:**	124 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	A/R
				LOT/BLOCK:	0065/
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION: L -Frame - Interior - 1st Floor (Truss/Deck/Interior) [4749351 - 14567720-000] [OP] [A]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
2197.00	CONTRACT	10/03/2011	FW30Y70981 -FRAME LABOR-ONE STORYFRAME-80%	$1.34	$2935.19

Subtotal:	$2935.19
Tax Total:	$0.00
Total:	**$2935.19**

Submitted by: Steven Baker [CRS-CM] 10/10/2011 6:01:11 PM

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Erin Magera

From: Lennar Homes LLC, Mac Smith, [CRS-DOC] <postmaster@hyphensolutions.net>
Sent: Monday, October 03, 2011 10:07 AM
To: gfbookkeeper@gmail.com
Subject: The Abbey at Spring Grove-1886760, 18867600051 - 113 Maywood Drive, L-Roofing [4749351 - 14383780-000] [OP] , BuildPro Order #14383780-000 (jme)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 14383780-000 OP **COST CODE:** 431601

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Mac Smith, [CRS-DOC]

PHONE:	843-388-8989	**FAX:**	843-388-8987	**EMAIL:**	william.maxwell.smith@lennar.com

JOB INFORMATION:

DATE NEEDED:	10/12/2011	**JOB NAME:**	18867600051 - 113 Maywood Drive	**PLAN:**	2059
PO DATE:	10/03/2011	**JOB ADDRESS:**	113 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	C/R
				LOT/BLOCK:	0051/
MAP LOCATION:			**BACKORDER POLICY:**	Ship and Back Order	

REQUEST INFORMATION: L-Roofing [4749351 - 14383780-000] [OP]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
5.00	CONTRACT	08/16/2011	FW68A60775 -.027 PRE-FINISHED ALUMINUMWALL FLASHING 4"X4"X10'	$11.00	$55.00
21.00	CONTRACT	08/16/2011	FW68A71100 -INSTALL SHINGLES	$24.50	$514.50
2.00	CONTRACT	08/16/2011	FW68A71100 -INSTALL SHINGLES	$24.50	$49.00
280.00	CONTRACT	08/16/2011	FW68A76300 -LABOR,DRIP EDGE	$0.28	$78.40
50.00	CONTRACT	08/16/2011	FW68A76400 -INSTALL WALL FLASHING	$0.65	$32.50
12.00	CONTRACT	08/16/2011	FW68A78200 -INSTALL RIDGE VENT	$3.50	$42.00
				Subtotal:	$771.40
				Tax Total:	$4.40
				Total:	**$775.80**

Submitted by: Steven Baker [CRS-CM] 10/03/2011 9:06:58 AM

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Erin Magera

From: Lennar Homes LLC, Mac Smith, [CRS-DOC] <postmaster@hyphensolutions.net>
Sent: Monday, September 19, 2011 12:14 PM
To: gfbookkeeper@gmail.com
Subject: The Abbey at Spring Grove-1886760, 18867600040 - 225 Maywood Drive, T-Storm Shutters H/W [4749351 - 14339237-000] [OP], BuildPro Order #14339237-000 (jme)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 14339237-000 OP **COST CODE:** 428210

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Mac Smith, [CRS-DOC]

PHONE:	843-388-8989	**FAX:**	843-388-8987	**EMAIL:**	william.maxwell.smith@lennar.com

JOB INFORMATION:

DATE NEEDED:	10/21/2011	**JOB NAME:**	18867600040 - 225 Maywood Drive	**PLAN:**	1746
PO DATE:	09/19/2011	**JOB ADDRESS:**	225 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	B/R
				LOT/BLOCK:	0040/
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION: T-Storm Shutters H/W [4749351 - 14339237-000] [OP]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
12.00	CONTRACT	08/05/2011	FW63A02700 -TEMP STORM SHUTTEROSB	$8.00	$96.00
12.00	CONTRACT	08/05/2011	FW63A72700 -INSTALL TEMP STORM SHUTTEROSB	$11.00	$132.00
				Subtotal:	$228.00
				Tax Total:	$7.68
				Total:	**$235.68**

Submitted by: Steven Baker [CRS-CM] 09/19/2011 11:13:40 AM

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Erin Magera

From: Lennar Homes LLC, Mac Smith, [CRS-DOC] <postmaster@hyphensolutions.net>
Sent: Monday, September 19, 2011 12:29 PM
To: gfbookkeeper@gmail.com
Subject: The Abbey at Spring Grove-1886760, 18867600054 - 102 Maywood Drive, T-Storm Shutters H/W [4749351 - 14383675-000] [OP], BuildPro Order #14383675-000 (jme)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 14383675-000 OP **COST CODE:** 428210

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Mac Smith, [CRS-DOC]

PHONE:	843-388-8989	**FAX:**	843-388-8987	**EMAIL:**	william.maxwell.smith@lennar.com

JOB INFORMATION:

DATE NEEDED:	10/24/2011	**JOB NAME:**	18867600054 - 102 Maywood Drive	**PLAN:**	2059
PO DATE:	09/19/2011	**JOB ADDRESS:**	102 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	C/R
				LOT/BLOCK:	0054/
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION: T-Storm Shutters H/W [4749351 - 14383675-000] [OP]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
14.00	CONTRACT	08/16/2011	FW63A02700 -TEMP STORM SHUTTEROSB	$8.00	$112.00
14.00	CONTRACT	08/16/2011	FW63A72700 -INSTALL TEMP STORM SHUTTEROSB	$11.00	$154.00
				Subtotal:	$266.00
				Tax Total:	$8.96
				Total:	**$274.96**

Submitted by: Steven Baker [CRS-CM] 09/19/2011 11:29:04 AM

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Erin Magera

From: Lennar Homes LLC, Steven Baker [CRS-CM] <postmaster@hyphensolutions.net>
Sent: Monday, October 10, 2011 7:19 PM
To: gfbookkeeper@gmail.com
Subject: The Abbey at Spring Grove-1886760, 18867600067 - 128 Maywood Drive, L -Frame - Interior - 1st Floor (Truss/Deck/Interi, BuildPro Order #14567880-000 (jme)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 14567880-000 OP **COST CODE:** 411205

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Steven Baker [CRS-CM]

PHONE:	(843) 200-1180	**FAX:**		**EMAIL:**	Steven.Baker@lennar.com

JOB INFORMATION:

DATE NEEDED:	10/25/2011	**JOB NAME:**	18867600067 - 128 Maywood Drive	**PLAN:**	1480
PO DATE:	10/10/2011	**JOB ADDRESS:**	128 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	D/L
				LOT/BLOCK:	0067/
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION: L -Frame - Interior - 1st Floor (Truss/Deck/Interior) [4749351 - 14567880-000] [OP]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
2010.00	CONTRACT	10/03/2011	FW30Y70981 -FRAME LABOR-ONE STORYFRAME-80%	$1.34	$2685.36
				Subtotal:	$2685.36
				Tax Total:	$0.00
				Total:	**$2685.36**

Submitted by: Steven Baker [CRS-CM] 10/10/2011 6:19:04 PM

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Erin Magera

From: Lennar Homes LLC, Steven Baker [CRS-CM] <postmaster@hyphensolutions.net>
Sent: Monday, October 10, 2011 7:01 PM
To: gfbookkeeper@gmail.com
Subject: The Abbey at Spring Grove-1886760, 18867600065 - 124 Maywood Drive, L-Roofing [4749351 - 14567744-000] [OP] [A], BuildPro Order #14567744-000 (jme)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 14567744-000 OP **COST CODE:** 431601

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Steven Baker [CRS-CM]

PHONE:	(843) 200-1180	**FAX:**		**EMAIL:**	Steven.Baker@lennar.com

JOB INFORMATION:

DATE NEEDED:	10/25/2011	**JOB NAME:**	18867600065 - 124 Maywood Drive	**PLAN:**	1774
PO DATE:	10/10/2011	**JOB ADDRESS:**	124 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	A/R
				LOT/BLOCK:	0065/
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION: L-Roofing [4749351 - 14567744-000] [OP] [A]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
5.00	CONTRACT	10/03/2011	FW68A60775 -.027 PRE-FINISHED ALUMINUMWALL FLASHING 4"X4"X10'	$11.00	$55.00
21.00	CONTRACT	10/03/2011	FW68A71100 -INSTALL SHINGLES	$24.50	$514.50
50.00	CONTRACT	10/03/2011	FW68A76400 -INSTALL WALL FLASHING	$0.65	$32.50
12.00	CONTRACT	10/03/2011	FW68A78200 -INSTALL RIDGE VENT	$3.50	$42.00
1.00	CONTRACT	10/03/2011	FW68A78200 -INSTALL RIDGE VENT	$3.50	$3.50
				Subtotal:	$647.50
				Tax Total:	$4.40
				Total:	**$651.90**

Submitted by: Steven Baker [CRS-CM] 10/10/2011 6:01:24 PM

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Erin Magera

From: Lennar Homes LLC, Steven Baker [CRS-CM] <postmaster@hyphensolutions.net>
Sent: Monday, October 10, 2011 7:13 PM
To: gfbookkeeper@gmail.com
Subject: The Abbey at Spring Grove-1886760, 18867600066 - 126 Maywood Drive, L- Frame (2nd Draw) [4749351 - 14567803-000] [OP] , BuildPro Order #14567803-000 (jme)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 14567803-000 OP **COST CODE:** 411225

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Steven Baker [CRS-CM]

PHONE:	(843) 200-1180	**FAX:**		**EMAIL:**	Steven.Baker@lennar.com

JOB INFORMATION:

DATE NEEDED:	10/27/2011	**JOB NAME:**	18867600066 - 126 Maywood Drive	**PLAN:**	1746
PO DATE:	10/10/2011	**JOB ADDRESS:**	126 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	A/L
				LOT/BLOCK:	0066/
MAP LOCATION:			**BACKORDER POLICY:**	Ship and Back Order	

REQUEST INFORMATION: L- Frame (2nd Draw) [4749351 - 14567803-000] [OP]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
2308.00	CONTRACT	10/03/2011	FW30Y70921 -FRAME LABOR-ONE STORYFRAME-20%	$0.33	$770.87
				Subtotal:	$770.87
				Tax Total:	$0.00
				Total:	**$770.87**

Submitted by: Steven Baker [CRS-CM] 10/10/2011 6:12:33 PM

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Erin Magera

From: Lennar Homes LLC, Steven Baker [CRS-CM] <postmaster@hyphensolutions.net>
Sent: Monday, October 10, 2011 7:01 PM
To: gfbookkeeper@gmail.com
Subject: The Abbey at Spring Grove-1886760, 18867600065 - 124 Maywood Drive, L- Frame (2nd Draw) [4749351 - 14567721-000] [OP] , BuildPro Order #14567721-000 (jme)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 14567721-000 OP **COST CODE:** 411225

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Steven Baker [CRS-CM]

PHONE:	(843) 200-1180	**FAX:**		**EMAIL:**	Steven.Baker@lennar.com

JOB INFORMATION:

DATE NEEDED:	10/27/2011	**JOB NAME:**	18867600065 - 124 Maywood Drive	**PLAN:**	1774
PO DATE:	10/10/2011	**JOB ADDRESS:**	124 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	A/R
				LOT/BLOCK:	0065/
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION: L- Frame (2nd Draw) [4749351 - 14567721-000] [OP] [A]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
2197.00	CONTRACT	10/03/2011	FW30Y70921 -FRAME LABOR-ONE STORYFRAME-20%	$0.33	$733.80
				Subtotal:	$733.80
				Tax Total:	$0.00
				Total:	**$733.80**

Submitted by: Steven Baker [CRS-CM] 10/10/2011 6:01:12 PM

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Erin Magera

From: Lennar Homes LLC, Mac Smith, [CRS-DOC] <postmaster@hyphensolutions.net>
Sent: Tuesday, September 20, 2011 3:08 PM
To: gfbookkeeper@gmail.com
Subject: The Abbey at Spring Grove-1886760, 18867600011 - 222 Maywood Drive, T-Storm Shutters H/W [4749351 - 14396609-000] [OP], BuildPro Order #14396609-000 (jme)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 14396609-000 OP **COST CODE:** 428210

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Mac Smith, [CRS-DOC]

PHONE:	843-388-8989	**FAX:**	843-388-8987	**EMAIL:**	william.maxwell.smith@lennar.com

JOB INFORMATION:

DATE NEEDED:	10/28/2011	**JOB NAME:**	18867600011 - 222 Maywood Drive	**PLAN:**	1774
PO DATE:	09/20/2011	**JOB ADDRESS:**	222 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	A/L
				LOT/BLOCK:	0011/
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION: T-Storm Shutters H/W [4749351 - 14396609-000] [OP]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
14.00	CONTRACT	08/18/2011	FW63A02700 -TEMP STORM SHUTTEROSB	$8.00	$112.00
14.00	CONTRACT	08/18/2011	FW63A72700 -INSTALL TEMP STORM SHUTTEROSB	$11.00	$154.00
				Subtotal:	$266.00
				Tax Total:	$8.96
				Total:	**$274.96**

Submitted by: Steven Baker [CRS-CM] 09/20/2011 2:08:19 PM

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Erin Magera

From: Lennar Homes LLC, Mac Smith, [CRS-DOC] <postmaster@hyphensolutions.net>
Sent: Tuesday, September 20, 2011 3:17 PM
To: gfbookkeeper@gmail.com
Subject: The Abbey at Spring Grove-1886760, 18867600012 - 224 Maywood Drive, T-Storm Shutters H/W [4749351 - 14371220-000] [OP], BuildPro Order #14371220-000 (jme)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 14371220-000 OP **COST CODE:** 428210

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Mac Smith, [CRS-DOC]

PHONE:	843-388-8989	**FAX:**	843-388-8987	**EMAIL:**	william.maxwell.smith@lennar.com

JOB INFORMATION:

DATE NEEDED:	10/28/2011	**JOB NAME:**	18867600012 - 224 Maywood Drive	**PLAN:**	2113
PO DATE:	09/20/2011	**JOB ADDRESS:**	224 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	B/L
				LOT/BLOCK:	0012/
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION: T-Storm Shutters H/W [4749351 - 14371220-000] [OP]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
14.00	CONTRACT	08/12/2011	FW63A02700 -TEMP STORM SHUTTEROSB	$8.00	$112.00
14.00	CONTRACT	08/12/2011	FW63A72700 -INSTALL TEMP STORM SHUTTEROSB	$11.00	$154.00
				Subtotal:	$266.00
				Tax Total:	$8.96
				Total:	**$274.96**

Submitted by: Steven Baker [CRS-CM] 09/20/2011 2:17:15 PM

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Erin Magera

From: Lennar Homes LLC, Mac Smith, [CRS-DOC] <postmaster@hyphensolutions.net>
Sent: Tuesday, September 20, 2011 3:31 PM
To: gfbookkeeper@gmail.com
Subject: The Abbey at Spring Grove-1886760, 18867600013 - 226 Maywood Drive, T-Storm Shutters H/W [4749351 - 14396706-000] [OP], BuildPro Order #14396706-000 (jme)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 14396706-000 OP **COST CODE:** 428210

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Mac Smith, [CRS-DOC]

PHONE:	843-388-8989	**FAX:**	843-388-8987	**EMAIL:**	william.maxwell.smith@lennar.com

JOB INFORMATION:

DATE NEEDED:	10/28/2011	**JOB NAME:**	18867600013 - 226 Maywood Drive	**PLAN:**	1774
PO DATE:	09/20/2011	**JOB ADDRESS:**	226 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	B/L
				LOT/BLOCK:	0013/
MAP LOCATION:			**BACKORDER POLICY:**	Ship and Back Order	

REQUEST INFORMATION: T-Storm Shutters H/W [4749351 - 14396706-000] [OP]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
14.00	CONTRACT	08/18/2011	FW63A02700 -TEMP STORM SHUTTEROSB	$8.00	$112.00
14.00	CONTRACT	08/18/2011	FW63A72700 -INSTALL TEMP STORM SHUTTEROSB	$11.00	$154.00
				Subtotal:	$266.00
				Tax Total:	$8.96
				Total:	**$274.96**

Submitted by: Steven Baker [CRS-CM] 09/20/2011 2:30:51 PM

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Erin Magera

From: Lennar Homes LLC, Mac Smith, [CRS-DOC] <postmaster@hyphensolutions.net>
Sent: Tuesday, September 20, 2011 3:37 PM
To: gfbookkeeper@gmail.com
Subject: The Abbey at Spring Grove-1886760, 18867600039 - 227 Maywood Drive, T-Storm Shutters H/W [4749351 - 14397368-000] [OP], BuildPro Order #14397368-000 (jme)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 14397368-000 OP **COST CODE:** 428210

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Mac Smith, [CRS-DOC]

PHONE:	843-388-8989	**FAX:**	843-388-8987	**EMAIL:**	william.maxwell.smith@lennar.com

JOB INFORMATION:

DATE NEEDED:	10/31/2011	**JOB NAME:**	18867600039 - 227 Maywood Drive	**PLAN:**	2073
PO DATE:	09/20/2011	**JOB ADDRESS:**	227 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	A/R
				LOT/BLOCK:	0039/
MAP LOCATION:			**BACKORDER POLICY:**	Ship and Back Order	

REQUEST INFORMATION: T-Storm Shutters H/W [4749351 - 14397368-000] [OP]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
17.00	CONTRACT	08/18/2011	FW63A02700 -TEMP STORM SHUTTEROSB	$8.00	$136.00
17.00	CONTRACT	08/18/2011	FW63A72700 -INSTALL TEMP STORM SHUTTEROSB	$11.00	$187.00
				Subtotal:	$323.00
				Tax Total:	$10.88
				Total:	**$333.88**

Submitted by: Steven Baker [CRS-CM] 09/20/2011 2:36:54 PM

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Erin Magera

From: Lennar Homes LLC, Mac Smith, [CRS-DOC] <postmaster@hyphensolutions.net>
Sent: Tuesday, September 20, 2011 3:45 PM
To: gfbookkeeper@gmail.com
Subject: The Abbey at Spring Grove-1886760, 18867600041 - 219 Maywood Drive, T-Storm Shutters H/W [4749351 - 14339385-000] [OP], BuildPro Order #14339385-000 (jme)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 14339385-000 OP **COST CODE:** 428210

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Mac Smith, [CRS-DOC]

PHONE:	843-388-8989	**FAX:**	843-388-8987	**EMAIL:**	william.maxwell.smith@lennar.com

JOB INFORMATION:

DATE NEEDED:	10/31/2011	**JOB NAME:**	18867600041 - 219 Maywood Drive	**PLAN:**	1926
PO DATE:	09/20/2011	**JOB ADDRESS:**	219 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	A/L
				LOT/BLOCK:	0041/
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION: T-Storm Shutters H/W [4749351 - 14339385-000] [OP]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
12.00	CONTRACT	08/05/2011	FW63A02700 -TEMP STORM SHUTTEROSB	$8.00	$96.00
12.00	CONTRACT	08/05/2011	FW63A72700 -INSTALL TEMP STORM SHUTTEROSB	$11.00	$132.00
				Subtotal:	$228.00
				Tax Total:	$7.68
				Total:	**$235.68**

Submitted by: Steven Baker [CRS-CM] 09/20/2011 2:44:34 PM

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Erin Magera

From: Lennar Homes LLC, Steven Baker [CRS-CM] <postmaster@hyphensolutions.net>
Sent: Tuesday, November 01, 2011 2:31 PM
To: gfbookkeeper@gmail.com
Subject: The Abbey at Spring Grove-1886760, 18867600069 - 132 Maywood Drive, L -Frame - Interior - 1st Floor (Truss/Deck/Interi, BuildPro Order #14568033-000 (jme)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 14568033-000 OP **COST CODE:** 411205

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Steven Baker [CRS-CM]

PHONE:	(843) 200-1180	**FAX:**		**EMAIL:**	Steven.Baker@lennar.com

JOB INFORMATION:

DATE NEEDED:	11/02/2011	**JOB NAME:**	18867600069 - 132 Maywood Drive	**PLAN:**	1926
PO DATE:	11/01/2011	**JOB ADDRESS:**	132 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	A/R
				LOT/BLOCK:	0069/
MAP LOCATION:			**BACKORDER POLICY:**	Ship and Back Order	

REQUEST INFORMATION: L -Frame - Interior - 1st Floor (Truss/Deck/Interior) [4749351 - 14568033-000] [OP]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
2635.00	CONTRACT	10/03/2011	FW30Y70981 -FRAME LABOR-ONE STORYFRAME-80%	$1.34	$3520.36

Subtotal:	$3520.36
Tax Total:	$0.00
Total:	**$3520.36**

Submitted by: Steven Baker [CRS-CM] 11/01/2011 1:30:32 PM

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Erin Magera

From: Lennar Homes LLC, Steven Baker [CRS-CM] <postmaster@hyphensolutions.net>
Sent: Monday, October 10, 2011 7:19 PM
To: gfbookkeeper@gmail.com
Subject: The Abbey at Spring Grove-1886760, 18867600067 - 128 Maywood Drive, L- Frame (2nd Draw) [4749351 - 14567881-000] [OP] , BuildPro Order #14567881-000 (jme)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 14567881-000 OP **COST CODE:** 411225

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Steven Baker [CRS-CM]

PHONE:	(843) 200-1180	**FAX:**		**EMAIL:**	Steven.Baker@lennar.com

JOB INFORMATION:

DATE NEEDED:	11/03/2011	**JOB NAME:**	18867600067 - 128 Maywood Drive	**PLAN:**	1480
PO DATE:	10/10/2011	**JOB ADDRESS:**	128 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	D/L
				LOT/BLOCK:	0067/
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION: L- Frame (2nd Draw) [4749351 - 14567881-000] [OP]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
2010.00	CONTRACT	10/03/2011	FW30Y70921 -FRAME LABOR-ONE STORYFRAME-20%	$0.33	$671.34
				Subtotal:	$671.34
				Tax Total:	$0.00
				Total:	**$671.34**

Submitted by: Steven Baker [CRS-CM] 10/10/2011 6:19:05 PM

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Erin Magera

From: Lennar Homes LLC, Steven Baker [CRS-CM] <postmaster@hyphensolutions.net>
Sent: Thursday, November 03, 2011 2:09 PM
To: gfbookkeeper@gmail.com
Subject: The Abbey at Spring Grove-1886760, 18867600068 - 130 Maywood Drive, L -Frame - Interior - 1st Floor (Truss/Deck/Interi, BuildPro Order #14567954-000 (jme)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 14567954-000 OP **COST CODE:** 411205

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Steven Baker [CRS-CM]

PHONE:	(843) 200-1180	**FAX:**		**EMAIL:**	Steven.Baker@lennar.com

JOB INFORMATION:

DATE NEEDED:	11/04/2011	**JOB NAME:**	18867600068 - 130 Maywood Drive	**PLAN:**	2073
PO DATE:	11/03/2011	**JOB ADDRESS:**	130 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	A/L
				LOT/BLOCK:	0068/
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION: L -Frame - Interior - 1st Floor (Truss/Deck/Interior) [4749351 - 14567954-000] [OP]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
2634.00	CONTRACT	10/03/2011	FW30Y70981 -FRAME LABOR-ONE STORYFRAME-80%	$1.34	$3519.02

Subtotal:	$3519.02
Tax Total:	$0.00
Total:	**$3519.02**

Submitted by: Steven Baker [CRS-CM] 11/03/2011 1:08:55 PM

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Erin Magera

From: Lennar Homes LLC, Steven Baker [CRS-CM] <postmaster@hyphensolutions.net>
Sent: Monday, October 10, 2011 7:13 PM
To: gfbookkeeper@gmail.com
Subject: The Abbey at Spring Grove-1886760, 18867600066 - 126 Maywood Drive, L-Roofing [4749351 - 14567823-000] [OP] , BuildPro Order #14567823-000 (jme)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 14567823-000 OP **COST CODE:** 431601

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Steven Baker [CRS-CM]

PHONE:	(843) 200-1180	**FAX:**		**EMAIL:**	Steven.Baker@lennar.com

JOB INFORMATION:

DATE NEEDED:	11/08/2011	**JOB NAME:**	18867600066 - 126 Maywood Drive	**PLAN:**	1746
PO DATE:	10/10/2011	**JOB ADDRESS:**	126 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	A/L
				LOT/BLOCK:	0066/
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION: L-Roofing [4749351 - 14567823-000] [OP]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
1.00	CONTRACT	10/03/2011	FW68A60775 -.027 PRE-FINISHED ALUMINUMWALL FLASHING 4"X4"X10'	$11.00	$11.00
35.00	CONTRACT	10/03/2011	FW68A71100 -INSTALL SHINGLES	$24.50	$857.50
8.00	CONTRACT	10/03/2011	FW68A76400 -INSTALL WALL FLASHING	$0.65	$5.20
26.00	CONTRACT	10/03/2011	FW68A78200 -INSTALL RIDGE VENT	$3.50	$91.00
				Subtotal:	$964.70
				Tax Total:	$0.88
				Total:	**$965.58**

Submitted by: Steven Baker [CRS-CM] 10/10/2011 6:12:42 PM

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Erin Magera

From: Lennar Homes LLC, Steven Baker [CRS-CM] <postmaster@hyphensolutions.net>
Sent: Friday, November 04, 2011 3:11 PM
To: gfbookkeeper@gmail.com
Subject: The Abbey at Spring Grove-1886760, 18867600068 - 130 Maywood Drive, L-Roofing [4749351 - 14567977-000] [OP] , BuildPro Order #14567977-000 (jme)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 14567977-000 OP **COST CODE:** 431601

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Steven Baker [CRS-CM]

PHONE:	(843) 200-1180	**FAX:**		**EMAIL:**	Steven.Baker@lennar.com

JOB INFORMATION:

DATE NEEDED:	11/10/2011	**JOB NAME:**	18867600068 - 130 Maywood Drive	**PLAN:**	2073
PO DATE:	11/04/2011	**JOB ADDRESS:**	130 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	A/L
				LOT/BLOCK:	0068/
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION:

L-Roofing [4749351 - 14567977-000] [OP]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
3.00	CONTRACT	10/03/2011	FW68A60775 -.027 PRE-FINISHED ALUMINUMWALL FLASHING 4"X4"X10'	$11.00	$33.00
31.00	CONTRACT	10/03/2011	FW68A71100 -INSTALL SHINGLES	$24.50	$759.50
28.00	CONTRACT	10/03/2011	FW68A76400 -INSTALL WALL FLASHING	$0.65	$18.20
8.00	CONTRACT	10/03/2011	FW68A78200 -INSTALL RIDGE VENT	$3.50	$28.00
				Subtotal:	$838.70
				Tax Total:	$2.64
				Total:	**$841.34**

Submitted by: Daniel Morales [CRS-CM] 11/04/2011 2:10:54 PM

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Erin Magera

From: Lennar Homes LLC, Mac Smith, [CRS-DOC] <postmaster@hyphensolutions.net>
Sent: Monday, October 03, 2011 10:21 AM
To: gfbookkeeper@gmail.com
Subject: The Abbey at Spring Grove-1886760, 18867600053 - 109 Maywood Drive, T-Storm Shutters H/W [4749351 - 14397255-000] [OP], BuildPro Order #14397255-000 (jme)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 14397255-000 OP **COST CODE:** 428210

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Mac Smith, [CRS-DOC]

PHONE:	843-388-8989	**FAX:**	843-388-8987	**EMAIL:**	william.maxwell.smith@lennar.com

JOB INFORMATION:

DATE NEEDED:	11/10/2011	**JOB NAME:**	18867600053 - 109 Maywood Drive	**PLAN:**	2113
PO DATE:	10/03/2011	**JOB ADDRESS:**	109 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	A/R
				LOT/BLOCK:	0053/
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION: T-Storm Shutters H/W [4749351 - 14397255-000] [OP]

QTY	SKU #	CONTRACT DATE	DESCRIPTION	UNIT PRICE	TOTAL
14.00	CONTRACT	08/18/2011	FW63A02700 -TEMP STORM SHUTTEROSB	$8.00	$112.00
14.00	CONTRACT	08/18/2011	FW63A72700 -INSTALL TEMP STORM SHUTTEROSB	$11.00	$154.00
				Subtotal:	$266.00
				Tax Total:	$8.96
				Total:	**$274.96**

Submitted by: Steven Baker [CRS-CM] 10/03/2011 9:20:59 AM

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Erin Magera

From: Lennar Homes LLC, Steven Baker [CRS-CM] <postmaster@hyphensolutions.net>
Sent: Thursday, November 03, 2011 2:09 PM
To: gfbookkeeper@gmail.com
Subject: The Abbey at Spring Grove-1886760, 18867600068 - 130 Maywood Drive, L- Frame (2nd Draw) [4749351 - 14567955-000] [OP] , BuildPro Order #14567955-000 (jme)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 14567955-000 OP **COST CODE:** 411225

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Steven Baker [CRS-CM]

PHONE:	(843) 200-1180	**FAX:**		**EMAIL:**	Steven.Baker@lennar.com

JOB INFORMATION:

DATE NEEDED:	11/11/2011	**JOB NAME:**	18867600068 - 130 Maywood Drive	**PLAN:**	2073
PO DATE:	11/03/2011	**JOB ADDRESS:**	130 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	A/L
				LOT/BLOCK:	0068/
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION: L- Frame (2nd Draw) [4749351 - 14567955-000] [OP]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
2634.00	CONTRACT	10/18/2011	FW30Y70921 -FRAME LABOR-ONE STORYFRAME-20%	$0.33	$879.76
2634.00	CONTRACT	10/18/2011	FW30Y99995 -FRAME LABOR PRODUCTIONINCENTIVE	$0.08	$210.72
				Subtotal:	$1090.48
				Tax Total:	$0.00
				Total:	**$1090.48**

Submitted by: Steven Baker [CRS-CM] 11/03/2011 1:08:56 PM

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Erin Magera

From: Lennar Homes LLC, Steven Baker [CRS-CM] <postmaster@hyphensolutions.net>
Sent: Tuesday, November 01, 2011 1:52 PM
To: gfbookkeeper@gmail.com
Subject: The Abbey at Spring Grove-1886760, 18867600069 - 132 Maywood Drive, L- Frame (2nd Draw) [4749351 - 14568034-000] [OP] , BuildPro Order #14568034-000 (jme)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 14568034-000 OP **COST CODE:** 411225

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Steven Baker [CRS-CM]

PHONE:	(843) 200-1180	**FAX:**		**EMAIL:**	Steven.Baker@lennar.com

JOB INFORMATION:

DATE NEEDED:	11/11/2011	**JOB NAME:**	18867600069 - 132 Maywood Drive	**PLAN:**	1926
PO DATE:	11/01/2011	**JOB ADDRESS:**	132 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	A/R
				LOT/BLOCK:	0069/
MAP LOCATION:			**BACKORDER POLICY:**	Ship and Back Order	

REQUEST INFORMATION: L- Frame (2nd Draw) [4749351 - 14568034-000] [OP]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
2635.00	CONTRACT	10/03/2011	FW30Y70921 -FRAME LABOR-ONE STORYFRAME-20%	$0.33	$880.09
				Subtotal:	$880.09
				Tax Total:	$0.00
				Total:	**$880.09**

Submitted by: Steven Baker [CRS-CM] 11/01/2011 12:51:32 PM

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Erin Magera

From: Lennar Homes LLC, Steven Baker [CRS-CM] <postmaster@hyphensolutions.net>
Sent: Tuesday, November 01, 2011 2:31 PM
To: gfbookkeeper@gmail.com
Subject: The Abbey at Spring Grove-1886760, 18867600069 - 132 Maywood Drive, L-Roofing [4749351 - 14568056-000] [OP] , BuildPro Order #14568056-000 (jme)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 14568056-000 OP **COST CODE:** 431601

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Steven Baker [CRS-CM]

PHONE:	(843) 200-1180	**FAX:**		**EMAIL:**	Steven.Baker@lennar.com

JOB INFORMATION:

DATE NEEDED:	11/11/2011	**JOB NAME:**	18867600069 - 132 Maywood Drive	**PLAN:**	1926
PO DATE:	11/01/2011	**JOB ADDRESS:**	132 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	A/R
				LOT/BLOCK:	0069/
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION: L-Roofing [4749351 - 14568056-000] [OP]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
1.00	CONTRACT	10/03/2011	FW68A60775 -.027 PRE-FINISHED ALUMINUMWALL FLASHING 4"X4"X10'	$11.00	$11.00
34.00	CONTRACT	10/03/2011	FW68A71100 -INSTALL SHINGLES	$24.50	$833.00
8.00	CONTRACT	10/03/2011	FW68A76400 -INSTALL WALL FLASHING	$0.65	$5.20
20.00	CONTRACT	10/03/2011	FW68A78200 -INSTALL RIDGE VENT	$3.50	$70.00
				Subtotal:	$919.20
				Tax Total:	$0.88
				Total:	**$920.08**

Submitted by: Steven Baker [CRS-CM] 11/01/2011 1:30:38 PM

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Erin Magera

From: Lennar Homes LLC, Steven Baker [CRS-CM] <postmaster@hyphensolutions.net>
Sent: Monday, October 10, 2011 7:19 PM
To: gfbookkeeper@gmail.com
Subject: The Abbey at Spring Grove-1886760, 18867600067 - 128 Maywood Drive, L-Roofing [4749351 - 14567901-000] [OP] , BuildPro Order #14567901-000 (jme)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 14567901-000 OP **COST CODE:** 431601

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Steven Baker [CRS-CM]

PHONE:	(843) 200-1180	**FAX:**		**EMAIL:**	Steven.Baker@lennar.com

JOB INFORMATION:

DATE NEEDED:	11/15/2011	**JOB NAME:**	18867600067 - 128 Maywood Drive	**PLAN:**	1480
PO DATE:	10/10/2011	**JOB ADDRESS:**	128 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	D/L
				LOT/BLOCK:	0067/
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION: L-Roofing [4749351 - 14567901-000] [OP]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
26.00	CONTRACT	10/03/2011	FW68A71100 -INSTALL SHINGLES	$24.50	$637.00
1.00	CONTRACT	10/03/2011	FW68A71100 -INSTALL SHINGLES	$24.50	$24.50
11.00	CONTRACT	10/03/2011	FW68A78200 -INSTALL RIDGE VENT	$3.50	$38.50
				Subtotal:	$700.00
				Tax Total:	$0.00
				Total:	**$700.00**

Submitted by: Steven Baker [CRS-CM] 10/10/2011 6:19:14 PM

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Erin Magera

From: Lennar Homes LLC, Mac Smith, [CRS-DOC] <postmaster@hyphensolutions.net>
Sent: Monday, October 03, 2011 10:08 AM
To: gfbookkeeper@gmail.com
Subject: The Abbey at Spring Grove-1886760, 18867600051 - 113 Maywood Drive, T-Storm Shutters H/W [4749351 - 14383776-000] [OP], BuildPro Order #14383776-000 (jme)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 14383776-000 OP **COST CODE:** 428210

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Mac Smith, [CRS-DOC]

PHONE:	843-388-8989	**FAX:**	843-388-8987	**EMAIL:**	william.maxwell.smith@lennar.com

JOB INFORMATION:

DATE NEEDED:	11/22/2011	**JOB NAME:**	18867600051 - 113 Maywood Drive	**PLAN:**	2059
PO DATE:	10/03/2011	**JOB ADDRESS:**	113 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	C/R
				LOT/BLOCK:	0051/
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION: T-Storm Shutters H/W [4749351 - 14383776-000] [OP]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
14.00	CONTRACT	08/16/2011	FW63A02700 -TEMP STORM SHUTTEROSB	$8.00	$112.00
14.00	CONTRACT	08/16/2011	FW63A72700 -INSTALL TEMP STORM SHUTTEROSB	$11.00	$154.00
				Subtotal:	$266.00
				Tax Total:	$8.96
				Total:	**$274.96**

Submitted by: Steven Baker [CRS-CM] 10/03/2011 9:07:53 AM

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Erin Magera

From: Lennar Homes LLC, Steven Baker [CRS-CM] <postmaster@hyphensolutions.net>
Sent: Wednesday, October 19, 2011 7:03 PM
To: gfbookkeeper@gmail.com
Subject: The Abbey at Spring Grove-1886760, 18867600067 - 128 Maywood Drive, T-Storm Shutters H/W [4749351 - 14567897-000] [OP], BuildPro Order #14567897-000 (jme)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 14567897-000 OP **COST CODE:** 428210

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Steven Baker [CRS-CM]

PHONE:	(843) 200-1180	**FAX:**		**EMAIL:**	Steven.Baker@lennar.com

JOB INFORMATION:

DATE NEEDED:	11/29/2011	**JOB NAME:**	18867600067 - 128 Maywood Drive	**PLAN:**	1480
PO DATE:	10/19/2011	**JOB ADDRESS:**	128 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	D/L
				LOT/BLOCK:	0067/
MAP LOCATION:			**BACKORDER POLICY:**	Ship and Back Order	

REQUEST INFORMATION: T-Storm Shutters H/W [4749351 - 14567897-000] [OP]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
11.00	CONTRACT	10/03/2011	FW63A02700 -TEMP STORM SHUTTEROSB	$8.00	$88.00
11.00	CONTRACT	10/03/2011	FW63A72700 -INSTALL TEMP STORM SHUTTEROSB	$11.00	$121.00
				Subtotal:	$209.00
				Tax Total:	$7.04
				Total:	**$216.04**

Submitted by: Steven Baker [CRS-CM] 10/19/2011 6:02:30 PM

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Erin Magera

From: Lennar Homes LLC, Steven Baker [CRS-CM] <postmaster@hyphensolutions.net>
Sent: Wednesday, October 19, 2011 6:53 PM
To: gfbookkeeper@gmail.com
Subject: The Abbey at Spring Grove-1886760, 18867600066 - 126 Maywood Drive, T-Storm Shutters H/W [4749351 - 14567819-000] [OP], BuildPro Order #14567819-000 (jme)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 14567819-000 OP **COST CODE:** 428210

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Steven Baker [CRS-CM]

PHONE:	(843) 200-1180	**FAX:**		**EMAIL:**	Steven.Baker@lennar.com

JOB INFORMATION:

DATE NEEDED:	11/29/2011	**JOB NAME:**	18867600066 - 126 Maywood Drive	**PLAN:**	1746
PO DATE:	10/19/2011	**JOB ADDRESS:**	126 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	A/L
				LOT/BLOCK:	0066/
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION: T-Storm Shutters H/W [4749351 - 14567819-000] [OP]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
12.00	CONTRACT	10/03/2011	FW63A02700 -TEMP STORM SHUTTEROSB	$8.00	$96.00
12.00	CONTRACT	10/03/2011	FW63A72700 -INSTALL TEMP STORM SHUTTEROSB	$11.00	$132.00
				Subtotal:	$228.00
				Tax Total:	$7.68
				Total:	**$235.68**

Submitted by: Steven Baker [CRS-CM] 10/19/2011 5:53:10 PM

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Erin Magera

From: Lennar Homes LLC, Steven Baker [CRS-CM] <postmaster@hyphensolutions.net>
Sent: Wednesday, October 19, 2011 6:10 PM
To: gfbookkeeper@gmail.com
Subject: The Abbey at Spring Grove-1886760, 18867600065 - 124 Maywood Drive, T-Storm Shutters H/W [4749351 - 14567740-000] [OP], BuildPro Order #14567740-000 (jme)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 14567740-000 OP **COST CODE:** 428210

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Steven Baker [CRS-CM]

PHONE:	(843) 200-1180	**FAX:**		**EMAIL:**	Steven.Baker@lennar.com

JOB INFORMATION:

DATE NEEDED:	11/29/2011	**JOB NAME:**	18867600065 - 124 Maywood Drive	**PLAN:**	1774
PO DATE:	10/19/2011	**JOB ADDRESS:**	124 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	A/R
				LOT/BLOCK:	0065/
MAP LOCATION:			**BACKORDER POLICY:**	Ship and Back Order	

REQUEST INFORMATION: T-Storm Shutters H/W [4749351 - 14567740-000] [OP] [A]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
14.00	CONTRACT	10/03/2011	FW63A02700 -TEMP STORM SHUTTEROSB	$8.00	$112.00
14.00	CONTRACT	10/03/2011	FW63A72700 -INSTALL TEMP STORM SHUTTEROSB	$11.00	$154.00
				Subtotal:	$266.00
				Tax Total:	$8.96
				Total:	**$274.96**

Submitted by: Steven Baker [CRS-CM] 10/19/2011 5:09:56 PM

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Erin Magera

From: Lennar Homes LLC, Steven Baker [CRS-CM] <postmaster@hyphensolutions.net>
Sent: Friday, November 04, 2011 3:12 PM
To: gfbookkeeper@gmail.com
Subject: The Abbey at Spring Grove-1886760, 18867600068 - 130 Maywood Drive, T-Storm Shutters H/W [4749351 - 14567973-000] [OP], BuildPro Order #14567973-000 (jme)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 14567973-000 OP **COST CODE:** 428210

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Steven Baker [CRS-CM]

PHONE:	(843) 200-1180	**FAX:**		**EMAIL:**	Steven.Baker@lennar.com

JOB INFORMATION:

DATE NEEDED:	12/29/2011	**JOB NAME:**	18867600068 - 130 Maywood Drive	**PLAN:**	2073
PO DATE:	11/04/2011	**JOB ADDRESS:**	130 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	A/L
				LOT/BLOCK:	0068/
MAP LOCATION:			**BACKORDER POLICY:**	Ship and Back Order	

REQUEST INFORMATION: T-Storm Shutters H/W [4749351 - 14567973-000] [OP]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
17.00	CONTRACT	10/03/2011	FW63A02700 -TEMP STORM SHUTTEROSB	$8.00	$136.00
17.00	CONTRACT	10/03/2011	FW63A72700 -INSTALL TEMP STORM SHUTTEROSB	$11.00	$187.00
				Subtotal:	$323.00
				Tax Total:	$10.88
				Total:	**$333.88**

Submitted by: Daniel Morales [CRS-CM] 11/04/2011 2:11:34 PM

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Erin Magera

From: Lennar Homes LLC, Steven Baker [CRS-CM] <postmaster@hyphensolutions.net>
Sent: Tuesday, November 01, 2011 2:31 PM
To: gfbookkeeper@gmail.com
Subject: The Abbey at Spring Grove-1886760, 18867600069 - 132 Maywood Drive, T-Storm Shutters H/W [4749351 - 14568052-000] [OP], BuildPro Order #14568052-000 (jme)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 14568052-000 OP **COST CODE:** 428210

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Steven Baker [CRS-CM]

PHONE:	(843) 200-1180	**FAX:**		**EMAIL:**	Steven.Baker@lennar.com

JOB INFORMATION:

DATE NEEDED:	12/29/2011	**JOB NAME:**	18867600069 - 132 Maywood Drive	**PLAN:**	1926
PO DATE:	11/01/2011	**JOB ADDRESS:**	132 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	A/R
				LOT/BLOCK:	0069/
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION: T-Storm Shutters H/W [4749351 - 14568052-000] [OP]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
12.00	CONTRACT	10/03/2011	FW63A02700 -TEMP STORM SHUTTEROSB	$8.00	$96.00
12.00	CONTRACT	10/03/2011	FW63A72700 -INSTALL TEMP STORM SHUTTEROSB	$11.00	$132.00
				Subtotal:	$228.00
				Tax Total:	$7.68
				Total:	**$235.68**

Submitted by: Steven Baker [CRS-CM] 11/01/2011 1:31:19 PM

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From: Lennar Homes LLC, Steven Baker [CRS-CM] [postmaster@hyphensolutions.net]
Sent: Sunday, January 22, 2012 6:53 PM
To: gfbookkeeper@gmail.com
Subject: The Abbey at Spring Grove-1886760, 18867600048 - 131 Maywood Drive, L- Frame (2nd Draw) [4749351 - 14994359-000] [OP] , BuildPro Order #14994359-000 (jme)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 14994359-000 OP **COST CODE:** 411225

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Steven Baker [CRS-CM]

PHONE:	(843) 200-1180	**FAX:**		**EMAIL:**	Steven.Baker@lennar.com

JOB INFORMATION:

DATE NEEDED:	01/30/2012	**JOB NAME:**	18867600048 - 131 Maywood Drive	**PLAN:**	1926
PO DATE:	01/22/2012	**JOB ADDRESS:**	131 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	B/R
				LOT/BLOCK:	0048/
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION: L- Frame (2nd Draw) [4749351 - 14994359-000] [OP]

QTY	SKU #	CONTRACT DATE	DESCRIPTION	UNIT PRICE	TOTAL
2635.00	CONTRACT	01/18/2012	FW30Y70921 -FRAME LABOR-ONE STORYFRAME-20%	$0.33	$880.09
				Subtotal:	$880.09
				Tax Total:	$0.00
				Total:	**$880.09**

Submitted by: Daniel Morales [CRS-CM] 01/22/2012 5:53:21 PM

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Erin Magera

From: Lennar Homes LLC, Steven Baker [CRS-CM] <postmaster@hyphensolutions.net>
Sent: Sunday, January 22, 2012 6:53 PM
To: gfbookkeeper@gmail.com
Subject: The Abbey at Spring Grove-1886760, 18867600048 - 131 Maywood Drive, L -Frame - Interior - 1st Floor (Truss/Deck/Interi, BuildPro Order #14994358-000 (jme)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 14994358-000 OP **COST CODE:** 411205

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Steven Baker [CRS-CM]

PHONE:	(843) 200-1180	**FAX:**		**EMAIL:**	Steven.Baker@lennar.com

JOB INFORMATION:

DATE NEEDED:	01/30/2012	**JOB NAME:**	18867600048 - 131 Maywood Drive	**PLAN:**	1926
PO DATE:	01/22/2012	**JOB ADDRESS:**	131 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	B/R
				LOT/BLOCK:	0048/
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION: L -Frame - Interior - 1st Floor (Truss/Deck/Interior) [4749351 - 14994358-000] [OP]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
2635.00	CONTRACT	01/18/2012	FW30Y70981 -FRAME LABOR-ONE STORYFRAME-80%	$1.34	$3520.36

Subtotal:	$3520.36
Tax Total:	$0.00
Total:	**$3520.36**

Submitted by: Daniel Morales [CRS-CM] 01/22/2012 5:53:20 PM

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Erin Magera

From: Lennar Homes LLC, Steven Baker [CRS-CM] <postmaster@hyphensolutions.net>
Sent: Sunday, January 22, 2012 6:53 PM
To: gfbookkeeper@gmail.com
Subject: The Abbey at Spring Grove-1886760, 18867600048 - 131 Maywood Drive, L- Frame (2nd Draw) [4749351 - 14994359-000] [OP] , BuildPro Order #14994359-000 (jme)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 14994359-000 OP **COST CODE:** 411225

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Steven Baker [CRS-CM]

PHONE:	(843) 200-1180	**FAX:**		**EMAIL:**	Steven.Baker@lennar.com

JOB INFORMATION:

DATE NEEDED:	01/30/2012	**JOB NAME:**	18867600048 - 131 Maywood Drive	**PLAN:**	1926
PO DATE:	01/22/2012	**JOB ADDRESS:**	131 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	B/R
				LOT/BLOCK:	0048/
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION: L- Frame (2nd Draw) [4749351 - 14994359-000] [OP]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
2635.00	CONTRACT	01/18/2012	FW30Y70921 -FRAME LABOR-ONE STORYFRAME-20%	$0.33	$880.09
				Subtotal:	$880.09
				Tax Total:	$0.00
				Total:	**$880.09**

Submitted by: Daniel Morales [CRS-CM] 01/22/2012 5:53:21 PM

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Erin Magera

From: Lennar Homes LLC, Steven Baker [CRS-CM] <postmaster@hyphensolutions.net>
Sent: Sunday, January 22, 2012 6:12 PM
To: gfbookkeeper@gmail.com
Subject: The Abbey at Spring Grove-1886760, 18867600045 - 211 Maywood Drive, L -Frame - Interior - 1st Floor (Truss/Deck/Interi, BuildPro Order #14994127-000 (jme)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 14994127-000 OP **COST CODE:** 411205

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8087
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Steven Baker [CRS-CM]

PHONE:	(843) 200-1180	**FAX:**		**EMAIL:**	Steven.Baker@lennar.com

JOB INFORMATION:

DATE NEEDED:	02/02/2012	**JOB NAME:**	18867600045 - 211 Maywood Drive	**PLAN:**	2059
PO DATE:	01/22/2012	**JOB ADDRESS:**	211 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	C/R
				LOT/BLOCK:	0045/
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION: L -Frame - Interior - 1st Floor (Truss/Deck/Interior) [4749351 - 14994127-000] [OP]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
2475.00	CONTRACT	01/18/2012	FW30Y70981 -FRAME LABOR-ONE STORYFRAME-80%	$1.34	$3306.60
				Subtotal:	$3306.60
				Tax Total:	$0.00
				Total:	**$3306.60**

Submitted by: Daniel Morales [CRS-CM] 01/22/2012 5:12:15 PM

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Erin Magera

From: Lennar Homes LLC, Steven Baker [CRS-CM] <postmaster@hyphensolutions.net>
Sent: Sunday, January 22, 2012 6:12 PM
To: gfbookkeeper@gmail.com
Subject: The Abbey at Spring Grove-1886760, 18867600045 - 211 Maywood Drive, L- Frame (2nd Draw) [4749351 - 14994128-000] [OP] , BuildPro Order #14994128-000 (jme)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 14994128-000 OP **COST CODE:** 411225

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Steven Baker [CRS-CM]

PHONE:	(843) 200-1180	**FAX:**		**EMAIL:**	Steven.Baker@lennar.com

JOB INFORMATION:

DATE NEEDED:	02/13/2012	**JOB NAME:**	18867600045 - 211 Maywood Drive	**PLAN:**	2059
PO DATE:	01/22/2012	**JOB ADDRESS:**	211 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	C/R
				LOT/BLOCK:	0045/
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION: L- Frame (2nd Draw) [4749351 - 14994128-000] [OP]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
2475.00	CONTRACT	01/18/2012	FW30Y70921 -FRAME LABOR-ONE STORYFRAME-20%	$0.33	$826.65
2475.00	CONTRACT	01/18/2012	FW30Y99995 -FRAME LABOR PRODUCTIONINCENTIVE	$0.08	$198.00
				Subtotal:	$1024.65
				Tax Total:	$0.00
				Total:	**$1024.65**

Submitted by: Daniel Morales [CRS-CM] 01/22/2012 5:12:16 PM

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Erin Magera

From: Steven Baker [CRS-CM] <postmaster@hyphensolutions.net>
Sent: Thursday, February 16, 2012 3:56 PM
To: gfbookkeeper@gmail.com; valmarnunes@gmail.com
Subject: BuildPro Order #14994386-000 Cancellation Notice

Importance: High

Order Cancellation Notice

You should have previously received the following order. Please treat this document as notification for cancellation of the prior order.

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 14994386-000 OP **COST CODE:** 431601

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Steven Baker [CRS-CM]

PHONE:	(843) 200-1180	**FAX:**		**EMAIL:**	Steven.Baker@lennar.com

JOB INFORMATION:

DATE NEEDED:	02/13/2012	**JOB NAME:**	18867600048 - 131 Maywood Drive	**PLAN:**	1926
PO DATE:	02/10/2012	**JOB ADDRESS:**	131 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	B/R
				LOT/BLOCK:	0048/
MAP LOCATION:			**BACKORDER POLICY:**	Ship and Back Order	

REQUEST INFORMATION:

L-Roofing [4749351 - 14994386-000] [OP]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
34.00	CONTRACT	01/18/2012	FW68A71100 -INSTALL SHINGLES	$24.50	$833.00
8.00	CONTRACT	01/18/2012	FW68A76400 -INSTALL WALL FLASHING	$0.65	$5.20
20.00	CONTRACT	01/18/2012	FW68A78200 -INSTALL RIDGE VENT	$3.50	$70.00
				Subtotal:	$908.20
				Tax Total:	$0.00
				Total:	**$908.20**

SUPPLIER INSTRUCTIONS:

Canceled via Integration

Submitted by: Daniel Morales [CRS-CM] 02/16/2012 2:55:58 PM

Powered by Hyphen Solutions - http://www.hyphensolutions.com

Erin Magera

From: Steven Baker [CRS-CM] <postmaster@hyphensolutions.net>
Sent: Thursday, February 16, 2012 3:56 PM
To: gfbookkeeper@gmail.com; valmarnunes@gmail.com
Subject: BuildPro Order #14994386-000 Cancellation Notice

Importance: High

Order Cancellation Notice

You should have previously received the following order. Please treat this document as notification for cancellation of the prior order.

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 14994386-000 OP **COST CODE:** 431601

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Steven Baker [CRS-CM]

PHONE:	(843) 200-1180	**FAX:**		**EMAIL:**	Steven.Baker@lennar.com

JOB INFORMATION:

DATE NEEDED:	02/13/2012	**JOB NAME:**	18867600048 - 131 Maywood Drive	**PLAN:**	1926
PO DATE:	02/10/2012	**JOB ADDRESS:**	131 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	B/R
				LOT/BLOCK:	0048/
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION:

L-Roofing [4749351 - 14994386-000] [OP]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
34.00	CONTRACT	01/18/2012	FW68A71100 -INSTALL SHINGLES	$24.50	$833.00
8.00	CONTRACT	01/18/2012	FW68A76400 -INSTALL WALL FLASHING	$0.65	$5.20
20.00	CONTRACT	01/18/2012	FW68A78200 -INSTALL RIDGE VENT	$3.50	$70.00
				Subtotal:	$908.20
				Tax Total:	$0.00
				Total:	**$908.20**

SUPPLIER INSTRUCTIONS:

Canceled via Integration

Submitted by: Daniel Morales [CRS-CM] 02/16/2012 2:56:26 PM

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Erin Magera

From: Steven Baker [CRS-CM] <postmaster@hyphensolutions.net>
Sent: Thursday, February 16, 2012 3:56 PM
To: gfbookkeeper@gmail.com; valmarnunes@gmail.com
Subject: MH2BuildPro Order #14994386-000 Change Notice

Importance: High

Order Revision Notice

You should have previously received the following order. Please treat this document as a revision of the prior order.

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 14994386-000 OP **COST CODE:** 431601

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Steven Baker [CRS-CM]

PHONE:	(843) 200-1180	**FAX:**		**EMAIL:**	Steven.Baker@lennar.com

JOB INFORMATION:

DATE NEEDED:	02/13/2012	**JOB NAME:**	18867600048 - 131 Maywood Drive	**PLAN:**	1926
PO DATE:	02/10/2012	**JOB ADDRESS:**	131 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	B/R
				LOT/BLOCK:	0048/
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION:

L-Roofing [4749351 - 14994386-000] [OP]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
34.00	CONTRACT	01/18/2012	FW68A71100 -INSTALL SHINGLES	$24.50	$833.00
8.00	CONTRACT	01/18/2012	FW68A76400 -INSTALL WALL FLASHING	$0.65	$5.20
20.00	CONTRACT	01/18/2012	FW68A78200 -INSTALL RIDGE VENT	$3.50	$70.00
				Subtotal:	$908.20
				Tax Total:	$0.00
				Total:	**$908.20**

SUPPLIER INSTRUCTIONS:

Canceled via Integration

Submitted by: Daniel Morales [CRS-CM] 02/16/2012 2:56:12 PM

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Erin Magera

From: Lennar Homes LLC, Steven Baker [CRS-CM] <postmaster@hyphensolutions.net>
Sent: Friday, February 10, 2012 12:23 PM
To: gfbookkeeper@gmail.com; valmarnunes@gmail.com
Subject: The Abbey at Spring Grove-1886760, 18867600048 - 131 Maywood Drive, L-Roofing [4749351 - 14994386-000] [OP] , BuildPro Order #14994386-000 (jme)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 14994386-000 OP **COST CODE:** 431601

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Steven Baker [CRS-CM]

PHONE:	(843) 200-1180	**FAX:**		**EMAIL:**	Steven.Baker@lennar.com

JOB INFORMATION:

DATE NEEDED:	02/13/2012	**JOB NAME:**	18867600048 - 131 Maywood Drive	**PLAN:**	1926
PO DATE:	02/10/2012	**JOB ADDRESS:**	131 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	B/R
				LOT/BLOCK:	0048/
MAP LOCATION:			**BACKORDER POLICY:**	Ship and Back Order	

REQUEST INFORMATION: L-Roofing [4749351 - 14994386-000] [OP]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
1.00	CONTRACT	01/18/2012	FW68A60775 -.027 PRE-FINISHED ALUMINUMWALL FLASHING 4"X4"X10'	$11.00	$11.00
34.00	CONTRACT	01/18/2012	FW68A71100 -INSTALL SHINGLES	$24.50	$833.00
8.00	CONTRACT	01/18/2012	FW68A76400 -INSTALL WALL FLASHING	$0.65	$5.20
20.00	CONTRACT	01/18/2012	FW68A78200 -INSTALL RIDGE VENT	$3.50	$70.00
				Subtotal:	$919.20
				Tax Total:	$0.88
				Total:	**$920.08**

Submitted by: Daniel Morales [CRS-CM] 02/10/2012 11:23:05 AM

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Erin Magera

From: Lennar Homes LLC, Steven Baker [CRS-CM] <postmaster@hyphensolutions.net>
Sent: Friday, February 10, 2012 1:04 PM
To: gfbookkeeper@gmail.com; valmarnunes@gmail.com
Subject: The Abbey at Spring Grove-1886760, 18867600045 - 211 Maywood Drive, L-Roofing [4749351 - 14994187-000] [OP] , BuildPro Order #14994187-000 (jme)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 14994187-000 OP **COST CODE:** 431601

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Steven Baker [CRS-CM]

PHONE:	(843) 200-1180	**FAX:**		**EMAIL:**	Steven.Baker@lennar.com

JOB INFORMATION:

DATE NEEDED:	02/15/2012	**JOB NAME:**	18867600045 - 211 Maywood Drive	**PLAN:**	2059
PO DATE:	02/10/2012	**JOB ADDRESS:**	211 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	C/R
				LOT/BLOCK:	0045/
MAP LOCATION:			**BACKORDER POLICY:**	Ship and Back Order	

REQUEST INFORMATION: L-Roofing [4749351 - 14994187-000] [OP]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
5.00	CONTRACT	01/18/2012	FW68A60775 -.027 PRE-FINISHED ALUMINUMWALL FLASHING 4"X4"X10'	$11.00	$55.00
21.00	CONTRACT	01/18/2012	FW68A71100 -INSTALL SHINGLES	$24.50	$514.50
2.00	CONTRACT	01/18/2012	FW68A71100 -INSTALL SHINGLES	$24.50	$49.00
280.00	CONTRACT	01/18/2012	FW68A76300 -LABOR,DRIP EDGE	$0.28	$78.40
50.00	CONTRACT	01/18/2012	FW68A76400 -INSTALL WALL FLASHING	$0.65	$32.50
12.00	CONTRACT	01/18/2012	FW68A78200 -INSTALL RIDGE VENT	$3.50	$42.00
				Subtotal:	$771.40
				Tax Total:	$4.40
				Total:	**$775.80**

Submitted by: Daniel Morales [CRS-CM] 02/10/2012 12:04:11 PM

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Erin Magera

From: Steven Baker [CRS-CM] <postmaster@hyphensolutions.net>
Sent: Thursday, February 16, 2012 3:56 PM
To: gfbookkeeper@gmail.com; valmarnunes@gmail.com
Subject: MH2BuildPro Order #14994187-000 Change Notice

Importance: High

Order Revision Notice

You should have previously received the following order. Please treat this document as a revision of the prior order.

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 14994187-000 OP **COST CODE:** 431601

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Steven Baker [CRS-CM]

PHONE:	(843) 200-1180	**FAX:**		**EMAIL:**	Steven.Baker@lennar.com

JOB INFORMATION:

DATE NEEDED:	02/15/2012	**JOB NAME:**	18867600045 - 211 Maywood Drive	**PLAN:**	2059
PO DATE:	02/10/2012	**JOB ADDRESS:**	211 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	C/R
				LOT/BLOCK:	0045/
MAP LOCATION:			**BACKORDER POLICY:**	Ship and Back Order	

REQUEST INFORMATION:

L-Roofing [4749351 - 14994187-000] [OP]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
21.00	CONTRACT	01/18/2012	FW68A71100 -INSTALL SHINGLES	$24.50	$514.50
2.00	CONTRACT	01/18/2012	FW68A71100 -INSTALL SHINGLES	$24.50	$49.00
280.00	CONTRACT	01/18/2012	FW68A76300 -LABOR,DRIP EDGE	$0.28	$78.40
50.00	CONTRACT	01/18/2012	FW68A76400 -INSTALL WALL FLASHING	$0.65	$32.50
12.00	CONTRACT	01/18/2012	FW68A78200 -INSTALL RIDGE VENT	$3.50	$42.00
				Subtotal:	$716.40
				Tax Total:	$0.00
				Total:	**$716.40**

SUPPLIER INSTRUCTIONS:

Canceled via Integration

Submitted by: Daniel Morales [CRS-CM]

02/16/2012 2:56:10 PM

Erin Magera

From: Steven Baker [CRS-CM] <postmaster@hyphensolutions.net>
Sent: Thursday, February 16, 2012 3:56 PM
To: gfbookkeeper@gmail.com; valmarnunes@gmail.com
Subject: BuildPro Order #14994187-000 Cancellation Notice

Importance: High

Order Cancellation Notice

You should have previously received the following order. Please treat this document as notification for cancellation of the prior order.

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 14994187-000 OP **COST CODE:** 431601

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Steven Baker [CRS-CM]

PHONE:	(843) 200-1180	**FAX:**		**EMAIL:**	Steven.Baker@lennar.com

JOB INFORMATION:

DATE NEEDED:	02/15/2012	**JOB NAME:**	18867600045 - 211 Maywood Drive	**PLAN:**	2059
PO DATE:	02/10/2012	**JOB ADDRESS:**	211 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	C/R
				LOT/BLOCK:	0045/
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION:

L-Roofing [4749351 - 14994187-000] [OP]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
21.00	CONTRACT	01/18/2012	FW68A71100 -INSTALL SHINGLES	$24.50	$514.50
2.00	CONTRACT	01/18/2012	FW68A71100 -INSTALL SHINGLES	$24.50	$49.00
280.00	CONTRACT	01/18/2012	FW68A76300 -LABOR,DRIP EDGE	$0.28	$78.40
50.00	CONTRACT	01/18/2012	FW68A76400 -INSTALL WALL FLASHING	$0.65	$32.50
12.00	CONTRACT	01/18/2012	FW68A78200 -INSTALL RIDGE VENT	$3.50	$42.00
				Subtotal:	$716.40
				Tax Total:	$0.00
				Total:	**$716.40**

SUPPLIER INSTRUCTIONS:

Canceled via Integration

Erin Magera

From: Steven Baker [CRS-CM] <postmaster@hyphensolutions.net>
Sent: Thursday, February 16, 2012 3:56 PM
To: gfbookkeeper@gmail.com; valmarnunes@gmail.com
Subject: BuildPro Order #14994187-000 Cancellation Notice

Importance: High

Order Cancellation Notice

You should have previously received the following order. Please treat this document as notification for cancellation of the prior order.

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 14994187-000 OP **COST CODE:** 431601

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Steven Baker [CRS-CM]

PHONE:	(843) 200-1180	**FAX:**		**EMAIL:**	Steven.Baker@lennar.com

JOB INFORMATION:

DATE NEEDED:	02/15/2012	**JOB NAME:**	18867600045 - 211 Maywood Drive	**PLAN:**	2059
PO DATE:	02/10/2012	**JOB ADDRESS:**	211 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	C/R
				LOT/BLOCK:	0045/
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION: L-Roofing [4749351 - 14994187-000] [OP]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
21.00	CONTRACT	01/18/2012	FW68A71100 -INSTALL SHINGLES	$24.50	$514.50
2.00	CONTRACT	01/18/2012	FW68A71100 -INSTALL SHINGLES	$24.50	$49.00
280.00	CONTRACT	01/18/2012	FW68A76300 -LABOR,DRIP EDGE	$0.28	$78.40
50.00	CONTRACT	01/18/2012	FW68A76400 -INSTALL WALL FLASHING	$0.65	$32.50
12.00	CONTRACT	01/18/2012	FW68A78200 -INSTALL RIDGE VENT	$3.50	$42.00
				Subtotal:	$716.40
				Tax Total:	$0.00
				Total:	**$716.40**

SUPPLIER INSTRUCTIONS:

Canceled via Integration

Erin Magera

From: Steven Baker [CRS-CM] <postmaster@hyphensolutions.net>
Sent: Thursday, March 08, 2012 12:55 PM
To: gfbookkeeper@gmail.com; email valmar
Subject: BuildPro Order #15236382-000 (int)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Extra Purchase Order Request EPO Reason: (W20) Other	**ORDER #:** 15236382-000 UA **COST CODE:** 7130

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Steven Baker [CRS-CM]

PHONE:	(843) 200-1180	**FAX:**		**EMAIL:**	Steven.Baker@lennar.com

JOB INFORMATION:

DATE NEEDED:	03/05/2012	**JOB NAME:**	18867600040 - 225 Maywood Drive	**PLAN:**	1746
PO DATE:	03/08/2012	**JOB ADDRESS:**	225 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	B/R
				LOT/BLOCK:	0040/
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION: EPO: Raise the window [4749351 - 15236382-000] [UA]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
1.00	CONTRACT	03/08/2012	Please pay Guaranteed $250 forproviding material, raising k	$250.00	$250.00
				Subtotal:	$250.00
				Tax Total:	$0.00
				Total:	**$250.00**

SUPPLIER INSTRUCTIONS:

Please pay Guaranteed $250 for providing material, raising kneewall height and raising/reinstalling master bath window due to the ada tub being hire than expected. This tub was part of the sale contract and installed after closing.

Submitted by: Steven Baker [CRS-CM] 03/08/2012 11:55:26 AM

Powered by Hyphen Solutions - http://www.hyphensolutions.com

Erin Magera

From: Lennar Homes LLC, Steven Baker [CRS-CM] <postmaster@hyphensolutions.net>
Sent: Monday, February 27, 2012 10:50 AM
To: gfbookkeeper@gmail.com; valmarnunes@gmail.com
Subject: The Abbey at Spring Grove-1886760, 18867600048 - 131 Maywood Drive, T-Storm Shutters H/W [4749351 - 14994381-000] [OP], BuildPro Order #14994381-000 (jme)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 14994381-000 OP **COST CODE:** 428210

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Steven Baker [CRS-CM]

PHONE:	(843) 200-1180	**FAX:**		**EMAIL:**	Steven.Baker@lennar.com

JOB INFORMATION:

DATE NEEDED:	03/19/2012	**JOB NAME:**	18867600048 - 131 Maywood Drive	**PLAN:**	1926
PO DATE:	02/27/2012	**JOB ADDRESS:**	131 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	B/R
				LOT/BLOCK:	0048/
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION: T-Storm Shutters H/W [4749351 - 14994381-000] [OP]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
12.00	CONTRACT	01/18/2012	FW63A02700 -TEMP STORM SHUTTEROSB	$8.00	$96.00
12.00	CONTRACT	01/18/2012	FW63A72700 -INSTALL TEMP STORM SHUTTEROSB	$11.00	$132.00
				Subtotal:	$228.00
				Tax Total:	$7.68
				Total:	**$235.68**

Submitted by: Daniel Morales [CRS-CM] 02/27/2012 9:50:15 AM

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Erin Magera

From: Steven Baker [CRS-CM] <postmaster@hyphensolutions.net>
Sent: Monday, March 19, 2012 12:50 PM
To: gfbookkeeper@gmail.com; email valmar
Subject: BuildPro Order #14994187-000 (int)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 14994187-000 OP **COST CODE:** 431601

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Steven Baker [CRS-CM]

PHONE:	(843) 200-1180	**FAX:**		**EMAIL:**	Steven.Baker@lennar.com

JOB INFORMATION:

DATE NEEDED:	03/19/2012	**JOB NAME:**	18867600045 - 211 Maywood Drive	**PLAN:**	2059
PO DATE:	03/19/2012	**JOB ADDRESS:**	211 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	C/R
				LOT/BLOCK:	0045/
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION: L-Roofing [4749351 - 14994187-000] [OP] [A]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
5.00	CONTRACT	03/19/2012	FW68A60775 -.027 PRE-FINISHED ALUMINUMWALL FLASHING 4"X4"X10'	$11.00	$55.00
21.00	CONTRACT	03/19/2012	FW68A71100 -INSTALL SHINGLES	$24.50	$514.50
2.00	CONTRACT	03/19/2012	FW68A71100 -INSTALL SHINGLES	$24.50	$49.00
280.00	CONTRACT	03/19/2012	FW68A76300 -LABOR,DRIP EDGE	$0.28	$78.40
50.00	CONTRACT	03/19/2012	FW68A76400 -INSTALL WALL FLASHING	$0.65	$32.50
12.00	CONTRACT	03/19/2012	FW68A78200 -INSTALL RIDGE VENT	$3.50	$42.00
				Subtotal:	$771.40
				Tax Total:	$4.40
				Total:	**$775.80**

SUPPLIER INSTRUCTIONS:

Created via Integration

Submitted by: Steven Baker [CRS-CM] 03/19/2012 11:49:55 AM

Erin Magera

From: Steven Baker [CRS-CM] <postmaster@hyphensolutions.net>
Sent: Monday, March 19, 2012 12:50 PM
To: gfbookkeeper@gmail.com; email valmar
Subject: BuildPro Order #14994386-000 (int)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 14994386-000 OP **COST CODE:** 431601

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Steven Baker [CRS-CM]

PHONE:	(843) 200-1180	**FAX:**		**EMAIL:**	Steven.Baker@lennar.com

JOB INFORMATION:

DATE NEEDED:	03/19/2012	**JOB NAME:**	18867600048 - 131 Maywood Drive	**PLAN:**	1926
PO DATE:	03/19/2012	**JOB ADDRESS:**	131 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	B/R
				LOT/BLOCK:	0048/
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION: L-Roofing [4749351 - 14994386-000] [OP] [A]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
1.00	CONTRACT	03/19/2012	FW68A60775 -.027 PRE-FINISHED ALUMINUMWALL FLASHING 4"X4"X10'	$11.00	$11.00
34.00	CONTRACT	03/19/2012	FW68A71100 -INSTALL SHINGLES	$24.50	$833.00
8.00	CONTRACT	03/19/2012	FW68A76400 -INSTALL WALL FLASHING	$0.65	$5.20
20.00	CONTRACT	03/19/2012	FW68A78200 -INSTALL RIDGE VENT	$3.50	$70.00
				Subtotal:	$919.20
				Tax Total:	$0.88
				Total:	**$920.08**

SUPPLIER INSTRUCTIONS:

Created via Integration

Submitted by: Steven Baker [CRS-CM] 03/19/2012 11:49:58 AM

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Erin Magera

From: Lennar Homes LLC, Steven Baker [CRS-CM] <postmaster@hyphensolutions.net>
Sent: Monday, February 27, 2012 10:34 AM
To: gfbookkeeper@gmail.com; valmarnunes@gmail.com
Subject: The Abbey at Spring Grove-1886760, 18867600045 - 211 Maywood Drive, T-Storm Shutters H/W [4749351 - 14994176-000] [OP], BuildPro Order #14994176-000 (jme)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 14994176-000 OP **COST CODE:** 428210

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Steven Baker [CRS-CM]

PHONE:	(843) 200-1180	**FAX:**		**EMAIL:**	Steven.Baker@lennar.com

JOB INFORMATION:

DATE NEEDED:	03/21/2012	**JOB NAME:**	18867600045 - 211 Maywood Drive	**PLAN:**	2059
PO DATE:	02/27/2012	**JOB ADDRESS:**	211 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	C/R
				LOT/BLOCK:	0045/
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION: T-Storm Shutters H/W [4749351 - 14994176-000] [OP]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
14.00	CONTRACT	01/18/2012	FW63A02700 -TEMP STORM SHUTTEROSB	$8.00	$112.00
14.00	CONTRACT	01/18/2012	FW63A72700 -INSTALL TEMP STORM SHUTTEROSB	$11.00	$154.00
				Subtotal:	$266.00
				Tax Total:	$8.96
				Total:	**$274.96**

Submitted by: Daniel Morales [CRS-CM] 02/27/2012 9:33:55 AM

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Erin Magera

From: Lennar Homes LLC, Mac Smith, [CRS-DOC] <postmaster@hyphensolutions.net>
Sent: Tuesday, April 17, 2012 10:20 AM
To: gfbookkeeper@gmail.com; email valmar
Subject: The Abbey at Spring Grove-1886760, 18867600003 - 206 Maywood Drive, L -Frame - Interior - 1st Floor (Truss/Deck/Interi, BuildPro Order #15401578-000 (jme)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 15401578-000 OP **COST CODE:** 411205

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Mac Smith, [CRS-DOC]

PHONE:	843-388-8989	**FAX:**	843-388-8987	**EMAIL:**	william.maxwell.smith@lennar.com

JOB INFORMATION:

DATE NEEDED:	04/18/2012	**JOB NAME:**	18867600003 - 206 Maywood Drive	**PLAN:**	2059
PO DATE:	04/17/2012	**JOB ADDRESS:**	206 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	B/L
				LOT/BLOCK:	0003/
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION: L -Frame - Interior - 1st Floor (Truss/Deck/Interior) [4749351 - 15401578-000] [OP]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
2484.00	CONTRACT	03/27/2012	FW30Y70981 -FRAME LABOR-ONE STORYFRAME-80%	$1.56	$3875.04
				Subtotal:	$3875.04
				Tax Total:	$0.00
				Total:	**$3875.04**

Submitted by: Steven Baker [CRS-CM] 04/17/2012 9:19:47 AM

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Erin Magera

From: Lennar Homes LLC, Mac Smith, [CRS-DOC] <postmaster@hyphensolutions.net>
Sent: Tuesday, April 17, 2012 9:59 AM
To: gfbookkeeper@gmail.com; email valmar
Subject: The Abbey at Spring Grove-1886760, 18867600001 - 202 Maywood Drive, L -Frame - Interior - 1st Floor (Truss/Deck/Interi, BuildPro Order #15393230-000 (jme)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 15393230-000 OP **COST CODE:** 411205

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Mac Smith, [CRS-DOC]

PHONE:	843-388-8989	**FAX:**	843-388-8987	**EMAIL:**	william.maxwell.smith@lennar.com

JOB INFORMATION:

DATE NEEDED:	04/18/2012	**JOB NAME:**	18867600001 - 202 Maywood Drive	**PLAN:**	1774
PO DATE:	04/17/2012	**JOB ADDRESS:**	202 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	A/L
				LOT/BLOCK:	0001/
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION: L -Frame - Interior - 1st Floor (Truss/Deck/Interior) [4749351 - 15393230-000] [OP]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
2197.00	CONTRACT	03/27/2012	FW30Y70981 -FRAME LABOR-ONE STORYFRAME-80%	$1.56	$3427.32
				Subtotal:	$3427.32
				Tax Total:	$0.00
				Total:	**$3427.32**

Submitted by: Steven Baker [CRS-CM] 04/17/2012 8:59:27 AM

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Erin Magera

From: Lennar Homes LLC, Mac Smith, [CRS-DOC] <postmaster@hyphensolutions.net>
Sent: Tuesday, April 17, 2012 10:09 AM
To: gfbookkeeper@gmail.com; email valmar
Subject: The Abbey at Spring Grove-1886760, 18867600002 - 204 Maywood Drive, L -Frame - Interior - 1st Floor (Truss/Deck/Interi, BuildPro Order #15393310-000 (jme)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 15393310-000 OP **COST CODE:** 411205

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Mac Smith, [CRS-DOC]

PHONE:	843-388-8989	**FAX:**	843-388-8987	**EMAIL:**	william.maxwell.smith@lennar.com

JOB INFORMATION:

DATE NEEDED:	04/18/2012	**JOB NAME:**	18867600002 - 204 Maywood Drive	**PLAN:**	1746
PO DATE:	04/17/2012	**JOB ADDRESS:**	204 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	B/L
				LOT/BLOCK:	0002/
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION: L -Frame - Interior - 1st Floor (Truss/Deck/Interior) [4749351 - 15393310-000] [OP]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
2308.00	CONTRACT	03/27/2012	FW30Y70981 -FRAME LABOR-ONE STORYFRAME-80%	$1.56	$3600.48
				Subtotal:	$3600.48
				Tax Total:	$0.00
				Total:	**$3600.48**

Submitted by: Steven Baker [CRS-CM] 04/17/2012 9:09:32 AM

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Erin Magera

From: Lennar Homes LLC, Mac Smith, [CRS-DOC] <postmaster@hyphensolutions.net>
Sent: Tuesday, April 17, 2012 10:20 AM
To: gfbookkeeper@gmail.com; email valmar
Subject: The Abbey at Spring Grove-1886760, 18867600003 - 206 Maywood Drive, L- Frame (2nd Draw) [4749351 - 15401580-000] [OP] , BuildPro Order #15401580-000 (jme)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 15401580-000 OP **COST CODE:** 411225

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Mac Smith, [CRS-DOC]

PHONE:	843-388-8989	**FAX:**	843-388-8987	**EMAIL:**	william.maxwell.smith@lennar.com

JOB INFORMATION:

DATE NEEDED:	04/19/2012	**JOB NAME:**	18867600003 - 206 Maywood Drive	**PLAN:**	2059
PO DATE:	04/17/2012	**JOB ADDRESS:**	206 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	B/L
				LOT/BLOCK:	0003/
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION: L- Frame (2nd Draw) [4749351 - 15401580-000] [OP]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
2484.00	CONTRACT	03/27/2012	FW30Y70921 -FRAME LABOR-ONE STORYFRAME-20%	$0.39	$968.76
				Subtotal:	$968.76
				Tax Total:	$0.00
				Total:	**$968.76**

Submitted by: Steven Baker [CRS-CM] 04/17/2012 9:19:49 AM

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Erin Magera

From: Lennar Homes LLC, Mac Smith, [CRS-DOC] <postmaster@hyphensolutions.net>
Sent: Tuesday, April 17, 2012 9:59 AM
To: gfbookkeeper@gmail.com; email valmar
Subject: The Abbey at Spring Grove-1886760, 18867600001 - 202 Maywood Drive, L- Frame (2nd Draw) [4749351 - 15393231-000] [OP] , BuildPro Order #15393231-000 (jme)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 15393231-000 OP **COST CODE:** 411225

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Mac Smith, [CRS-DOC]

PHONE:	843-388-8989	**FAX:**	843-388-8987	**EMAIL:**	william.maxwell.smith@lennar.com

JOB INFORMATION:

DATE NEEDED:	04/19/2012	**JOB NAME:**	18867600001 - 202 Maywood Drive	**PLAN:**	1774
PO DATE:	04/17/2012	**JOB ADDRESS:**	202 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	A/L
				LOT/BLOCK:	0001/
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION: L- Frame (2nd Draw) [4749351 - 15393231-000] [OP]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
2197.00	CONTRACT	03/27/2012	FW30Y70921 -FRAME LABOR-ONE STORYFRAME-20%	$0.39	$856.83
				Subtotal:	$856.83
				Tax Total:	$0.00
				Total:	**$856.83**

Submitted by: Steven Baker [CRS-CM] 04/17/2012 8:59:28 AM

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Erin Magera

From: Lennar Homes LLC, Mac Smith, [CRS-DOC] <postmaster@hyphensolutions.net>
Sent: Tuesday, April 17, 2012 10:10 AM
To: gfbookkeeper@gmail.com; email valmar
Subject: The Abbey at Spring Grove-1886760, 18867600002 - 204 Maywood Drive, L- Frame (2nd Draw) [4749351 - 15393311-000] [OP] , BuildPro Order #15393311-000 (jme)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 15393311-000 OP **COST CODE:** 411225

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Mac Smith, [CRS-DOC]

PHONE:	843-388-8989	**FAX:**	843-388-8987	**EMAIL:**	william.maxwell.smith@lennar.com

JOB INFORMATION:

DATE NEEDED:	04/19/2012	**JOB NAME:**	18867600002 - 204 Maywood Drive	**PLAN:**	1746
PO DATE:	04/17/2012	**JOB ADDRESS:**	204 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	B/L
				LOT/BLOCK:	0002/
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION: L- Frame (2nd Draw) [4749351 - 15393311-000] [OP]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
2308.00	CONTRACT	03/27/2012	FW30Y70921 -FRAME LABOR-ONE STORYFRAME-20%	$0.39	$900.12
				Subtotal:	$900.12
				Tax Total:	$0.00
				Total:	**$900.12**

Submitted by: Steven Baker [CRS-CM] 04/17/2012 9:09:33 AM

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Erin Magera

From: Steven Baker [CRS-CM] <postmaster@hyphensolutions.net>
Sent: Thursday, May 24, 2012 1:02 PM
To: gfbookkeeper@gmail.com; email valmar
Subject: BuildPro Order #15763865-000 (int)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Extra Purchase Order Request EPO Reason: (A05) Construction	**ORDER #:** 15763865-000 UA **COST CODE:** 411225

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Steven Baker [CRS-CM]

PHONE:	(843) 200-1180	**FAX:**		**EMAIL:**	Steven.Baker@lennar.com

JOB INFORMATION:

DATE NEEDED:	05/23/2012	**JOB NAME:**	18867600001 - 202 Maywood Drive	**PLAN:**	1774
PO DATE:	05/24/2012	**JOB ADDRESS:**	202 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	A/L
				LOT/BLOCK:	0001/
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION: EPO: Hold down labor [4749351 - 15763865-000] [UA]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
1.00	CONTRACT	05/24/2012	Please pay Guaranteed for providing the epoxy and labor foe	$100.00	$100.00
				Subtotal:	$100.00
				Tax Total:	$0.00
				Total:	**$100.00**

SUPPLIER INSTRUCTIONS:

Please pay Guaranteed for providing the epoxy and labor foe installing holdowns that the engineer required. These were not on the original take off or original PO. 5 holdowns at $20 ea = $100

Submitted by: Steven Baker [CRS-CM] 05/24/2012 12:01:38 PM

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Erin Magera

From: Steven Baker [CRS-CM] <postmaster@hyphensolutions.net>
Sent: Thursday, May 24, 2012 1:02 PM
To: gfbookkeeper@gmail.com; email valmar
Subject: BuildPro Order #15763866-000 (int)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Extra Purchase Order Request EPO Reason: (A05) Construction	**ORDER #:** 15763866-000 UA **COST CODE:** 411225

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Steven Baker [CRS-CM]

PHONE:	(843) 200-1180	**FAX:**		**EMAIL:**	Steven.Baker@lennar.com

JOB INFORMATION:

DATE NEEDED:	05/23/2012	**JOB NAME:**	18867600002 - 204 Maywood Drive	**PLAN:**	1746
PO DATE:	05/24/2012	**JOB ADDRESS:**	204 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	B/L
				LOT/BLOCK:	0002/
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION:

EPO: Hold Downs [4749351 - 15763866-000] [UA]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
1.00	CONTRACT	05/24/2012	Please pay Guaranteed for providing the epoxy and labor foe	$320.00	$320.00
				Subtotal:	$320.00
				Tax Total:	$0.00
				Total:	**$320.00**

SUPPLIER INSTRUCTIONS:

Please pay Guaranteed for providing the epoxy and labor foe installing holdowns that the engineer required. These were not on the original take off or original PO. 16 holdowns at $20 ea = $320

Submitted by: Steven Baker [CRS-CM] 05/24/2012 12:01:33 PM

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Erin Magera

From: Steven Baker [CRS-CM] <postmaster@hyphensolutions.net>
Sent: Thursday, May 24, 2012 1:02 PM
To: gfbookkeeper@gmail.com; email valmar
Subject: BuildPro Order #15763867-000 (int)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Extra Purchase Order Request EPO Reason: (A05) Construction	**ORDER #:** 15763867-000 UA **COST CODE:** 411225

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Steven Baker [CRS-CM]

PHONE:	(843) 200-1180	**FAX:**		**EMAIL:**	Steven.Baker@lennar.com

JOB INFORMATION:

DATE NEEDED:	05/23/2012	**JOB NAME:**	18867600003 - 206 Maywood Drive	**PLAN:**	2059
PO DATE:	05/24/2012	**JOB ADDRESS:**	206 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	B/L
				LOT/BLOCK:	0003/
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION: EPO: Hold down labor [4749351 - 15763867-000] [UA]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
1.00	CONTRACT	05/24/2012	Please pay Guaranteed for providing the epoxy and labor foe	$100.00	$100.00
				Subtotal:	$100.00
				Tax Total:	$0.00
				Total:	**$100.00**

SUPPLIER INSTRUCTIONS:

Please pay Guaranteed for providing the epoxy and labor foe installing holdowns that the engineer required. These were not on the original take off or original PO. 5 holdowns at $20 ea = $100

Submitted by: Steven Baker [CRS-CM] 05/24/2012 12:01:44 PM

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Erin Magera

From: Lennar Homes LLC, Mac Smith, [CRS-DOC] <postmaster@hyphensolutions.net>
Sent: Tuesday, April 17, 2012 10:00 AM
To: gfbookkeeper@gmail.com; email valmar
Subject: The Abbey at Spring Grove-1886760, 18867600001 - 202 Maywood Drive, T-Storm Shutters H/W [4749351 - 15393250-000] [OP], BuildPro Order #15393250-000 (jme)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 15393250-000 OP **COST CODE:** 428210

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Mac Smith, [CRS-DOC]

PHONE:	843-388-8989	**FAX:**	843-388-8987	**EMAIL:**	william.maxwell.smith@lennar.com

JOB INFORMATION:

DATE NEEDED:	06/11/2012	**JOB NAME:**	18867600001 - 202 Maywood Drive	**PLAN:**	1774
PO DATE:	04/17/2012	**JOB ADDRESS:**	202 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	A/L
				LOT/BLOCK:	0001/
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION: T-Storm Shutters H/W [4749351 - 15393250-000] [OP]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
14.00	CONTRACT	03/27/2012	FW63A02700 -TEMP STORM SHUTTEROSB	$8.00	$112.00
14.00	CONTRACT	03/27/2012	FW63A72700 -INSTALL TEMP STORM SHUTTEROSB	$11.00	$154.00
				Subtotal:	$266.00
				Tax Total:	$8.96
				Total:	**$274.96**

Submitted by: Steven Baker [CRS-CM] 04/17/2012 9:00:20 AM

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Erin Magera

From: Lennar Homes LLC, Mac Smith, [CRS-DOC] <postmaster@hyphensolutions.net>
Sent: Tuesday, April 17, 2012 10:10 AM
To: gfbookkeeper@gmail.com; email valmar
Subject: The Abbey at Spring Grove-1886760, 18867600002 - 204 Maywood Drive, T-Storm Shutters H/W [4749351 - 15393329-000] [OP], BuildPro Order #15393329-000 (jme)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 15393329-000 OP **COST CODE:** 428210

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8087
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Mac Smith, [CRS-DOC]

PHONE:	843-388-8989	**FAX:**	843-388-8987	**EMAIL:**	william.maxwell.smith@lennar.com

JOB INFORMATION:

DATE NEEDED:	06/11/2012	**JOB NAME:**	18867600002 - 204 Maywood Drive	**PLAN:**	1746
PO DATE:	04/17/2012	**JOB ADDRESS:**	204 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	B/L
				LOT/BLOCK:	0002/
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION:

T-Storm Shutters H/W [4749351 - 15393329-000] [OP]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
12.00	CONTRACT	03/27/2012	FW63A02700 -TEMP STORM SHUTTEROSB	$8.00	$96.00
12.00	CONTRACT	03/27/2012	FW63A72700 -INSTALL TEMP STORM SHUTTEROSB	$11.00	$132.00
				Subtotal:	$228.00
				Tax Total:	$7.68
				Total:	**$235.68**

Submitted by: Steven Baker [CRS-CM] 04/17/2012 9:10:18 AM

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Erin Magera

From: Lennar Homes LLC, Mac Smith, [CRS-DOC] <postmaster@hyphensolutions.net>
Sent: Tuesday, April 17, 2012 10:20 AM
To: gfbookkeeper@gmail.com; email valmar
Subject: The Abbey at Spring Grove-1886760, 18867600003 - 206 Maywood Drive, T-Storm Shutters H/W [4749351 - 15401601-000] [OP], BuildPro Order #15401601-000 (jme)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 15401601-000 OP **COST CODE:** 428210

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Mac Smith, [CRS-DOC]

PHONE:	843-388-8989	**FAX:**	843-388-8987	**EMAIL:**	william.maxwell.smith@lennar.com

JOB INFORMATION:

DATE NEEDED:	06/11/2012	**JOB NAME:**	18867600003 - 206 Maywood Drive	**PLAN:**	2059
PO DATE:	04/17/2012	**JOB ADDRESS:**	206 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	B/L
				LOT/BLOCK:	0003/
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION: T-Storm Shutters H/W [4749351 - 15401601-000] [OP]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
14.00	CONTRACT	03/27/2012	FW63A02700 -TEMP STORM SHUTTEROSB	$8.00	$112.00
14.00	CONTRACT	03/27/2012	FW63A72700 -INSTALL TEMP STORM SHUTTEROSB	$11.00	$154.00
				Subtotal:	$266.00
				Tax Total:	$8.96
				Total:	**$274.96**

Submitted by: Steven Baker [CRS-CM] 04/17/2012 9:20:22 AM

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Erin Magera

From: Steven Baker [CRS-CM] <postmaster@hyphensolutions.net>
Sent: Tuesday, July 17, 2012 12:56 PM
To: gfbookkeeper@gmail.com; email valmar
Subject: BuildPro Order #16104176-000 (int)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Extra Purchase Order Request EPO Reason: (W23) Roof	**ORDER #:** 16104176-000 UA **COST CODE:** 7130

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Steven Baker [CRS-CM]

PHONE:	(843) 200-1180	**FAX:**		**EMAIL:**	Steven.Baker@lennar.com

JOB INFORMATION:

DATE NEEDED:	07/15/2012	**JOB NAME:**	18867600060 - 114 Maywood Drive	**PLAN:**	1926
PO DATE:	07/17/2012	**JOB ADDRESS:**	114 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	A/L
				LOT/BLOCK:	0060/
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION:

EPO: Shingle repair [4749351 - 16104176-000] [UA]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
1.00	CONTRACT	07/17/2012	Please pay Guaranteed Framing$150 for providing material an	$150.00	$150.00

Subtotal:	$150.00
Tax Total:	$0.00
Total:	**$150.00**

SUPPLIER INSTRUCTIONS:

Please pay Guaranteed Framing $150 for providing material and labor for repairing torn shingles and repairing shingle nailpops noted on the 330 service.

Submitted by: Steven Baker [CRS-CM] 07/17/2012 11:56:08 AM

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Erin Magera

From: Lennar Homes LLC, Brandon Patterson [CRS-CM] <postmaster@hyphensolutions.net>
Sent: Wednesday, October 17, 2012 1:58 PM
To: gfbookkeeper@gmail.com; email valmar
Subject: The Abbey at Spring Grove-1886760, 18867600027 - 254 Maywood Drive, L -Frame - Interior - 1st Floor (Truss/Deck/Interi, BuildPro Order #15926545-000 (jme)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 15926545-000 OP **COST CODE:** 411205

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Brandon Patterson [CRS-CM]

PHONE:	555-555-5555	**FAX:**		**EMAIL:**	Brandon.Patterson@lennar.com

JOB INFORMATION:

DATE NEEDED:	10/31/2012	**JOB NAME:**	18867600027 - 254 Maywood Drive	**PLAN:**	1926
PO DATE:	10/17/2012	**JOB ADDRESS:**	254 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	B/L
				LOT/BLOCK:	0027/
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION: L -Frame - Interior - 1st Floor (Truss/Deck/Interior) [4749351 - 15926545-000] [OP] [A]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
2635.00	CONTRACT	06/18/2012	FW30Y70981 -FRAME LABOR-ONE STORYFRAME-80%	$1.56	$4110.60
				Subtotal:	$4110.60
				Tax Total:	$0.00
				Total:	**$4110.60**

Submitted by: Brandon Patterson [CRS-CM] 10/17/2012 12:58:28 PM

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Erin Magera

From: Lennar Homes LLC, Brandon Patterson [CRS-CM] <postmaster@hyphensolutions.net>
Sent: Wednesday, October 31, 2012 10:31 AM
To: gfbookkeeper@gmail.com; email valmar
Subject: The Abbey at Spring Grove-1886760, 18867600027 - 254 Maywood Drive, L -Frame - Interior - 1st Floor (Truss/Deck/Interi, BuildPro Order #15926545-000 Reschedule Notice (jme)

Importance: High

Order Reschedule Notice

You should have previously received the following order. Please treat this document as notification for a reschedule of the prior order.

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 15926545-000 OP **COST CODE:** 411205

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Brandon Patterson [CRS-CM]

PHONE:	555-555-5555	**FAX:**		**EMAIL:**	Brandon.Patterson@lennar.com

JOB INFORMATION:

DATE NEEDED:	11/09/2012	**JOB NAME:**	18867600027 - 254 Maywood Drive	**PLAN:**	1926
PO DATE:	10/17/2012	**JOB ADDRESS:**	254 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	B/L
				LOT/BLOCK:	0027/
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION: L -Frame - Interior - 1st Floor (Truss/Deck/Interior) [4749351 - 15926545-000] [OP] [A]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
2635.00	CONTRACT	06/18/2012	FW30Y70981 -FRAME LABOR-ONE STORYFRAME-80%	$1.56	$4110.60
				Subtotal:	$4110.60
				Tax Total:	$0.00
				Total:	**$4110.60**

Submitted by: Brandon Patterson [CRS-CM] 10/31/2012 9:30:36 AM

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Erin Magera

From: Lennar Homes LLC, Brandon Patterson [CRS-CM] <postmaster@hyphensolutions.net>
Sent: Friday, October 26, 2012 2:30 PM
To: gfbookkeeper@gmail.com; email valmar
Subject: The Abbey at Spring Grove-1886760, 18867600028 - 253 Maywood Drive, L -Frame - Interior - 1st Floor (Truss/Deck/Interi, BuildPro Order #16468205-000 (jme)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 16468205-000 OP **COST CODE:** 411205

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Brandon Patterson [CRS-CM]

PHONE:	555-555-5555	**FAX:**		**EMAIL:**	Brandon.Patterson@lennar.com

JOB INFORMATION:

DATE NEEDED:	11/13/2012	**JOB NAME:**	18867600028 - 253 Maywood Drive	**PLAN:**	2059
PO DATE:	10/26/2012	**JOB ADDRESS:**	253 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	B/R
				LOT/BLOCK:	0028/
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION: L -Frame - Interior - 1st Floor (Truss/Deck/Interior) [4749351 - 16468205-000] [OP]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
2484.00	CONTRACT	09/24/2012	FW30Y70981 -FRAME LABOR-ONE STORYFRAME-80%	$1.56	$3875.04

Subtotal:	$3875.04
Tax Total:	$0.00
Total:	**$3875.04**

Submitted by: Brandon Patterson [CRS-CM] 10/26/2012 1:30:27 PM

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Erin Magera

From: Lennar Homes LLC, Brandon Patterson [CRS-CM] <postmaster@hyphensolutions.net>
Sent: Friday, October 26, 2012 2:39 PM
To: gfbookkeeper@gmail.com; email valmar
Subject: The Abbey at Spring Grove-1886760, 18867600016 - 232 Maywood Drive, L -Frame - Interior - 1st Floor (Truss/Deck/Interi, BuildPro Order #15929800-000 (jme)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 15929800-000 OP **COST CODE:** 411205

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Brandon Patterson [CRS-CM]

PHONE:	555-555-5555	**FAX:**		**EMAIL:**	Brandon.Patterson@lennar.com

JOB INFORMATION:

DATE NEEDED:	11/13/2012	**JOB NAME:**	18867600016 - 232 Maywood Drive	**PLAN:**	1926
PO DATE:	10/26/2012	**JOB ADDRESS:**	232 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	A/R
				LOT/BLOCK:	0016/
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION: L -Frame - Interior - 1st Floor (Truss/Deck/Interior) [4749351 - 15929800-000] [OP] [A]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
2635.00	CONTRACT	06/18/2012	FW30Y70981 -FRAME LABOR-ONE STORYFRAME-80%	$1.56	$4110.60
				Subtotal:	$4110.60
				Tax Total:	$0.00
				Total:	**$4110.60**

Submitted by: Brandon Patterson [CRS-CM] 10/26/2012 1:39:06 PM

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Erin Magera

From: Brandon Patterson [CRS-CM] <postmaster@hyphensolutions.net>
Sent: Friday, November 09, 2012 5:08 PM
To: gfbookkeeper@gmail.com; email valmar
Subject: BuildPro Order #16467425-000 Cancellation Notice

Importance: High

Order Cancellation Notice

You should have previously received the following order. Please treat this document as notification for cancellation of the prior order.

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 16467425-000 OP **COST CODE:** 411205

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Brandon Patterson [CRS-CM]

PHONE:	555-555-5555	**FAX:**		**EMAIL:**	Brandon.Patterson@lennar.com

JOB INFORMATION:

DATE NEEDED:	11/13/2012	**JOB NAME:**	18867600026 - 252 Maywood Drive	**PLAN:**	1746
PO DATE:	10/26/2012	**JOB ADDRESS:**	252 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	B/L
				LOT/BLOCK:	0026/
MAP LOCATION:			**BACKORDER POLICY:**	Ship and Back Order	

REQUEST INFORMATION:

L -Frame - Interior - 1st Floor (Truss/Deck/Interior) [4749351 - 16467425-000] [OP]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
2308.00	CONTRACT	09/24/2012	FW30Y70981 -FRAME LABOR-ONE STORYFRAME-80%	$1.56	$3600.48

Subtotal:	$3600.48
Tax Total:	$0.00
Total:	**$3600.48**

SUPPLIER INSTRUCTIONS:

plan change

Submitted by: Brandon Patterson [CRS-CM] 11/09/2012 4:08:06 PM

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Erin Magera

From: Lennar Homes LLC, Brandon Patterson [CRS-CM] <postmaster@hyphensolutions.net>
Sent: Friday, October 26, 2012 2:35 PM
To: gfbookkeeper@gmail.com; email valmar
Subject: The Abbey at Spring Grove-1886760, 18867600026 - 252 Maywood Drive, L -Frame - Interior - 1st Floor (Truss/Deck/Interi, BuildPro Order #16467425-000 (jme)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 16467425-000 OP **COST CODE:** 411205

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Brandon Patterson [CRS-CM]

PHONE:	555-555-5555	**FAX:**		**EMAIL:**	Brandon.Patterson@lennar.com

JOB INFORMATION:

DATE NEEDED:	11/13/2012	**JOB NAME:**	18867600026 - 252 Maywood Drive	**PLAN:**	1746
PO DATE:	10/26/2012	**JOB ADDRESS:**	252 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	B/L
				LOT/BLOCK:	0026/
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION: L -Frame - Interior - 1st Floor (Truss/Deck/Interior) [4749351 - 16467425-000] [OP]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
2308.00	CONTRACT	09/24/2012	FW30Y70981 -FRAME LABOR-ONE STORYFRAME-80%	$1.56	$3600.48
				Subtotal:	$3600.48
				Tax Total:	$0.00
				Total:	**$3600.48**

Submitted by: Brandon Patterson [CRS-CM] 10/26/2012 1:35:05 PM

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Erin Magera

From: Brandon Patterson [CRS-CM] <postmaster@hyphensolutions.net>
Sent: Friday, November 09, 2012 5:08 PM
To: gfbookkeeper@gmail.com; email valmar
Subject: BuildPro Order #16467425-000 Cancellation Notice

Importance: High

Order Cancellation Notice

You should have previously received the following order. Please treat this document as notification for cancellation of the prior order.

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 16467425-000 OP **COST CODE:** 411205

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Brandon Patterson [CRS-CM]

PHONE:	555-555-5555	**FAX:**		**EMAIL:**	Brandon.Patterson@lennar.com

JOB INFORMATION:

DATE NEEDED:	11/13/2012	**JOB NAME:**	18867600026 - 252 Maywood Drive	**PLAN:**	1746
PO DATE:	10/26/2012	**JOB ADDRESS:**	252 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	B/L
				LOT/BLOCK:	0026/
MAP LOCATION:			**BACKORDER POLICY:**	Ship and Back Order	

REQUEST INFORMATION:

L -Frame - Interior - 1st Floor (Truss/Deck/Interior) [4749351 - 16467425-000] [OP]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
2308.00	CONTRACT	09/24/2012	FW30Y70981 -FRAME LABOR-ONE STORYFRAME-80%	$1.56	$3600.48

Subtotal:	$3600.48
Tax Total:	$0.00
Total:	**$3600.48**

SUPPLIER INSTRUCTIONS:

plan change

Submitted by: Brandon Patterson [CRS-CM] 11/09/2012 4:08:06 PM

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Erin Magera

From: Lennar Homes LLC, Brandon Patterson [CRS-CM] <postmaster@hyphensolutions.net>
Sent: Wednesday, October 31, 2012 10:47 AM
To: gfbookkeeper@gmail.com; email valmar
Subject: The Abbey at Spring Grove-1886760, 18867600004 - 208 Maywood Drive, L -Frame - Interior - 1st Floor (Truss/Deck/Interi, BuildPro Order #16488294-000 (jme)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 16488294-000 OP **COST CODE:** 411205

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Brandon Patterson [CRS-CM]

PHONE:	555-555-5555	**FAX:**		**EMAIL:**	Brandon.Patterson@lennar.com

JOB INFORMATION:

DATE NEEDED:	11/14/2012	**JOB NAME:**	18867600004 - 208 Maywood Drive	**PLAN:**	1926
PO DATE:	10/31/2012	**JOB ADDRESS:**	208 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	B/L
				LOT/BLOCK:	0004/
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION: L -Frame - Interior - 1st Floor (Truss/Deck/Interior) [4749351 - 16488294-000] [OP]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
2635.00	CONTRACT	09/26/2012	FW30Y70981 -FRAME LABOR-ONE STORYFRAME-80%	$1.56	$4110.60
				Subtotal:	$4110.60
				Tax Total:	$0.00
				Total:	**$4110.60**

Submitted by: Brandon Patterson [CRS-CM] 10/31/2012 9:46:40 AM

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Erin Magera

From: Lennar Homes LLC, Brandon Patterson [CRS-CM] <postmaster@hyphensolutions.net>
Sent: Friday, November 02, 2012 12:02 PM
To: gfbookkeeper@gmail.com; email valmar
Subject: The Abbey at Spring Grove-1886760, 18867600015 - 230 Maywood Drive, L -Frame - Interior - 1st Floor (Truss/Deck/Interi, BuildPro Order #15929711-000 (jme)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 15929711-000 OP **COST CODE:** 411205

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Brandon Patterson [CRS-CM]

PHONE:	555-555-5555	**FAX:**		**EMAIL:**	Brandon.Patterson@lennar.com

JOB INFORMATION:

DATE NEEDED:	11/15/2012	**JOB NAME:**	18867600015 - 230 Maywood Drive	**PLAN:**	1774
PO DATE:	11/02/2012	**JOB ADDRESS:**	230 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	B/L
				LOT/BLOCK:	0015/
MAP LOCATION:			**BACKORDER POLICY:**	Ship and Back Order	

REQUEST INFORMATION: L -Frame - Interior - 1st Floor (Truss/Deck/Interior) [4749351 - 15929711-000] [OP] [A]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
2202.00	CONTRACT	06/18/2012	FW30Y70981 -FRAME LABOR-ONE STORYFRAME-80%	$1.56	$3435.12
				Subtotal:	$3435.12
				Tax Total:	$0.00
				Total:	**$3435.12**

Submitted by: Brandon Patterson [CRS-CM] 11/02/2012 11:01:50 AM

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Erin Magera

From: Lennar Homes LLC, Brandon Patterson [CRS-CM] <postmaster@hyphensolutions.net>
Sent: Friday, November 02, 2012 11:56 AM
To: gfbookkeeper@gmail.com; email valmar
Subject: The Abbey at Spring Grove-1886760, 18867600014 - 228 Maywood Drive, L -Frame - Interior - 1st Floor (Truss/Deck/Interi, BuildPro Order #15971579-000 (jme)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 15971579-000 OP **COST CODE:** 411205

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Brandon Patterson [CRS-CM]

PHONE:	555-555-5555	**FAX:**		**EMAIL:**	Brandon.Patterson@lennar.com

JOB INFORMATION:

DATE NEEDED:	11/16/2012	**JOB NAME:**	18867600014 - 228 Maywood Drive	**PLAN:**	1480
PO DATE:	11/02/2012	**JOB ADDRESS:**	228 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	D/L
				LOT/BLOCK:	0014/
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION: L -Frame - Interior - 1st Floor (Truss/Deck/Interior) [4749351 - 15971579-000] [OP] [A]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
2010.00	CONTRACT	06/25/2012	FW30Y70981 -FRAME LABOR-ONE STORYFRAME-80%	$1.56	$3135.60

Subtotal:	$3135.60
Tax Total:	$0.00
Total:	**$3135.60**

Submitted by: Brandon Patterson [CRS-CM] 11/02/2012 10:56:01 AM

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Erin Magera

From: Lennar Homes LLC, Brandon Patterson [CRS-CM] <postmaster@hyphensolutions.net>
Sent: Tuesday, November 20, 2012 9:32 AM
To: gfbookkeeper@gmail.com; email valmar
Subject: The Abbey at Spring Grove-1886760, 18867600027 - 254 Maywood Drive, L- Frame (2nd Draw) [4749351 - 15926546-000] [OP] , BuildPro Order #15926546-000 (jme)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 15926546-000 OP **COST CODE:** 411225

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Brandon Patterson [CRS-CM]

PHONE:	(843) 743-6853	**FAX:**		**EMAIL:**	Brandon.Patterson@lennar.com

JOB INFORMATION:

DATE NEEDED:	11/21/2012	**JOB NAME:**	18867600027 - 254 Maywood Drive	**PLAN:**	1926
PO DATE:	11/20/2012	**JOB ADDRESS:**	254 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	B/L
				LOT/BLOCK:	0027/
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION: L- Frame (2nd Draw) [4749351 - 15926546-000] [OP] [A]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
2635.00 CONTRACT		06/18/2012	FW30Y70921 -FRAME LABOR-ONE STORYFRAME-20%	$0.39	$1027.65
2635.00 CONTRACT		06/18/2012	FW30Y99995 -FRAME LABOR PRODUCTIONINCENTIVE	$0.40	$1054.00
				Subtotal:	$2081.65
				Tax Total:	$0.00
				Total:	**$2081.65**

Submitted by: Brandon Patterson [CRS-CM] 11/20/2012 8:32:23 AM

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Erin Magera

From: Brandon Patterson [CRS-CM] <postmaster@hyphensolutions.net>
Sent: Friday, December 21, 2012 10:13 AM
To: gfbookkeeper@gmail.com; valmarnunes@gmail.com
Subject: BuildPro Autopay Approval Notification: Order #15929801-000

Importance: High

==========

PURCHASE ORDER PAYMENT APPROVAL.

You will receive payment according to your contractual payment terms.

==========

Original Purchase Order Information

Construction Mgr: Brandon Patterson [CRS-CM] Telephone: (843) 743-6853
EMail: Brandon.Patterson@lennar.com Fax:

==========

Purchase Order Payment Approval
P. O. Number: 15929801-000

Lennar Homes LLC
1941 Savage Road
Suite 100 C
Charleston, SC 29407
Tel: (843)388-8989
Fax: (555) 555-5555

==========

To:
Guaranteed Framing, LLC
668 Marina Drive
Suite A-3
Charleston, SC 29492

Job:
18867600016 - 232 Maywood Drive
The Abbey at Spring Grove-1886760
232 Maywood Drive
Moncks Corner, SC 29461

==========

P.O.DATE	PLACED BY	DATE EXPECTED	FULFILLMENT	LEGAL DESC.
12/04/2012	B.Patterson	12/10/2012	Ship and Back	0016

Order
Plan: 1926 Elevation:
PLAN: 1926
ELEVATION: A

==========

TASK: L- Frame (2nd Draw) [4749351 - 15929801-000] [OP]

==========

ITEM	QTY ORDERED	QTY RECEIVED	UNIT COST	ITEM TOTAL
FW30Y70921 -FRAME LABOR-ON	2635	2635	0.39	1027.65
FW30Y99995 -FRAME LABOR PR	2635	2635	0.40	1054.00

SHIPPING & HANDLING	
SUBTOTAL	2081.65
ESTIMATED SALES TAX	0.00
TOTAL DUE	2081.65

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Erin Magera

From: Lennar Homes LLC, Brandon Patterson [CRS-CM] <postmaster@hyphensolutions.net>
Sent: Tuesday, December 04, 2012 3:14 PM
To: gfbookkeeper@gmail.com; email valmar
Subject: The Abbey at Spring Grove-1886760, 18867600014 - 228 Maywood Drive, L- Frame (2nd Draw) [4749351 - 15971581-000] [OP] , BuildPro Order #15971581-000 (jme)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 15971581-000 OP **COST CODE:** 411225

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Brandon Patterson [CRS-CM]

PHONE:	(843) 743-6853	**FAX:**		**EMAIL:**	Brandon.Patterson@lennar.com

JOB INFORMATION:

DATE NEEDED:	12/05/2012	**JOB NAME:**	18867600014 - 228 Maywood Drive	**PLAN:**	1480
PO DATE:	12/04/2012	**JOB ADDRESS:**	228 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	D/L
				LOT/BLOCK:	0014/
MAP LOCATION:			**BACKORDER POLICY:**	Ship and Back Order	

REQUEST INFORMATION: L- Frame (2nd Draw) [4749351 - 15971581-000] [OP] [A]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
2010.00	CONTRACT	06/25/2012	FW30Y70921 -FRAME LABOR-ONE STORYFRAME-20%	$0.39	$783.90
2010.00	CONTRACT	06/25/2012	FW30Y99995 -FRAME LABOR PRODUCTIONINCENTIVE	$0.40	$804.00
				Subtotal:	$1587.90
				Tax Total:	$0.00
				Total:	**$1587.90**

Submitted by: Brandon Patterson [CRS-CM] 12/04/2012 2:14:07 PM

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Erin Magera

From: Lennar Homes LLC, Brandon Patterson [CRS-CM] <postmaster@hyphensolutions.net>
Sent: Tuesday, December 04, 2012 3:21 PM
To: gfbookkeeper@gmail.com; email valmar
Subject: The Abbey at Spring Grove-1886760, 18867600015 - 230 Maywood Drive, L -Frame - Interior - 1st Floor (Truss/Deck/Interi, BuildPro Order #15929711-000 Reschedule Notice (jme)

Importance: High

Order Reschedule Notice

You should have previously received the following order. Please treat this document as notification for a reschedule of the prior order.

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 15929711-000 OP **COST CODE:** 411205

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Brandon Patterson [CRS-CM]

PHONE:	555-555-5555	**FAX:**		**EMAIL:**	Brandon.Patterson@lennar.com

JOB INFORMATION:

DATE NEEDED:	12/06/2012	**JOB NAME:**	18867600015 - 230 Maywood Drive	**PLAN:**	1774
PO DATE:	11/02/2012	**JOB ADDRESS:**	230 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	B/L
				LOT/BLOCK:	0015/
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION: L -Frame - Interior - 1st Floor (Truss/Deck/Interior) [4749351 - 15929711-000] [OP] [A]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
2202.00	CONTRACT	06/18/2012	FW30Y70981 -FRAME LABOR-ONE STORYFRAME-80%	$1.56	$3435.12
				Subtotal:	$3435.12
				Tax Total:	$0.00
				Total:	**$3435.12**

Submitted by: Brandon Patterson [CRS-CM] 12/04/2012 2:20:53 PM

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Erin Magera

From: Lennar Homes LLC, Brandon Patterson [CRS-CM] <postmaster@hyphensolutions.net>
Sent: Tuesday, December 04, 2012 3:46 PM
To: gfbookkeeper@gmail.com; email valmar
Subject: The Abbey at Spring Grove-1886760, 18867600016 - 232 Maywood Drive, L- Frame (2nd Draw) [4749351 - 15929801-000] [OP] , BuildPro Order #15929801-000 (jme)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 15929801-000 OP **COST CODE:** 411225

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Brandon Patterson [CRS-CM]

PHONE:	(843) 743-6853	**FAX:**		**EMAIL:**	Brandon.Patterson@lennar.com

JOB INFORMATION:

DATE NEEDED:	12/10/2012	**JOB NAME:**	18867600016 - 232 Maywood Drive	**PLAN:**	1926
PO DATE:	12/04/2012	**JOB ADDRESS:**	232 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	A/R
				LOT/BLOCK:	0016/
MAP LOCATION:			**BACKORDER POLICY:**	Ship and Back Order	

REQUEST INFORMATION: L- Frame (2nd Draw) [4749351 - 15929801-000] [OP] [A]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
2635.00	CONTRACT	06/18/2012	FW30Y70921 -FRAME LABOR-ONE STORYFRAME-20%	$0.39	$1027.65
2635.00	CONTRACT	06/18/2012	FW30Y99995 -FRAME LABOR PRODUCTIONINCENTIVE	$0.40	$1054.00
				Subtotal:	$2081.65
				Tax Total:	$0.00
				Total:	**$2081.65**

Submitted by: Brandon Patterson [CRS-CM] 12/04/2012 2:45:32 PM

Powered by Hyphen Solutions - http://www.hyphensolutions.com

Erin Magera

From: Lennar Homes LLC, Brandon Patterson [CRS-CM] <postmaster@hyphensolutions.net>
Sent: Tuesday, December 04, 2012 3:07 PM
To: gfbookkeeper@gmail.com; email valmar
Subject: The Abbey at Spring Grove-1886760, 18867600004 - 208 Maywood Drive, L -Frame - Interior - 1st Floor (Truss/Deck/Interi, BuildPro Order #16488294-000 Reschedule Notice (jme)

Importance: High

Order Reschedule Notice

You should have previously received the following order. Please treat this document as notification for a reschedule of the prior order.

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 16488294-000 OP **COST CODE:** 411205

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Brandon Patterson [CRS-CM]

PHONE:	555-555-5555	**FAX:**		**EMAIL:**	Brandon.Patterson@lennar.com

JOB INFORMATION:

DATE NEEDED:	12/11/2012	**JOB NAME:**	18867600004 - 208 Maywood Drive	**PLAN:**	1926
PO DATE:	10/31/2012	**JOB ADDRESS:**	208 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	B/L
				LOT/BLOCK:	0004/
MAP LOCATION:			**BACKORDER POLICY:**	Ship and Back Order	

REQUEST INFORMATION: L -Frame - Interior - 1st Floor (Truss/Deck/Interior) [4749351 - 16488294-000] [OP]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
2635.00	CONTRACT	09/26/2012	FW30Y70981 -FRAME LABOR-ONE STORYFRAME-80%	$1.56	$4110.60
				Subtotal:	$4110.60
				Tax Total:	$0.00
				Total:	**$4110.60**

Submitted by: Brandon Patterson [CRS-CM] 12/04/2012 2:07:03 PM

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Erin Magera

From: Lennar Homes LLC, Brandon Patterson [CRS-CM] <postmaster@hyphensolutions.net>
Sent: Monday, December 10, 2012 9:59 AM
To: gfbookkeeper@gmail.com; email valmar
Subject: The Abbey at Spring Grove-1886760, 18867600017 - 234 Maywood Drive, L -Frame - Interior - 1st Floor (Truss/Deck/Interi, BuildPro Order #16856160-000 (jme)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 16856160-000 OP **COST CODE:** 411205

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Brandon Patterson [CRS-CM]

PHONE:	(843) 743-6853	**FAX:**		**EMAIL:**	Brandon.Patterson@lennar.com

JOB INFORMATION:

DATE NEEDED:	12/13/2012	**JOB NAME:**	18867600017 - 234 Maywood Drive	**PLAN:**	2073
PO DATE:	12/10/2012	**JOB ADDRESS:**	234 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	C/R
				LOT/BLOCK:	0017/
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION: L -Frame - Interior - 1st Floor (Truss/Deck/Interior) [4749351 - 16856160-000] [OP]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
2570.00	CONTRACT	11/30/2012	FW30Y70981 -FRAME LABOR-ONE STORYFRAME-80%	$1.56	$4009.20
				Subtotal:	$4009.20
				Tax Total:	$0.00
				Total:	**$4009.20**

Submitted by: Brandon Patterson [CRS-CM] 12/10/2012 8:59:29 AM

Powered by Hyphen Solutions - http://www.hyphensolutions.com

Erin Magera

From: Lennar Homes LLC, Brandon Patterson [CRS-CM] <postmaster@hyphensolutions.net>
Sent: Thursday, December 13, 2012 10:06 AM
To: gfbookkeeper@gmail.com; email valmar
Subject: The Abbey at Spring Grove-1886760, 18867600028 - 253 Maywood Drive, L- Frame (2nd Draw) [4749351 - 16468206-000] [OP] , BuildPro Order #16468206-000 (jme)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 16468206-000 OP **COST CODE:** 411225

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Brandon Patterson [CRS-CM]

PHONE:	(843) 743-6853	**FAX:**		**EMAIL:**	Brandon.Patterson@lennar.com

JOB INFORMATION:

DATE NEEDED:	12/14/2012	**JOB NAME:**	18867600028 - 253 Maywood Drive	**PLAN:**	2059
PO DATE:	12/13/2012	**JOB ADDRESS:**	253 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	B/R
				LOT/BLOCK:	0028/
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION: L- Frame (2nd Draw) [4749351 - 16468206-000] [OP]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
2484.00	CONTRACT	09/24/2012	FW30Y70921 -FRAME LABOR-ONE STORYFRAME-20%	$0.39	$968.76
2484.00	CONTRACT	09/24/2012	FW30Y99995 -FRAME LABOR PRODUCTIONINCENTIVE	$0.40	$993.60
				Subtotal:	$1962.36
				Tax Total:	$0.00
				Total:	**$1962.36**

Submitted by: Brandon Patterson [CRS-CM] 12/13/2012 9:05:54 AM

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Erin Magera

From: Lennar Homes LLC, Brandon Patterson [CRS-CM] <postmaster@hyphensolutions.net>
Sent: Monday, December 10, 2012 9:54 AM
To: gfbookkeeper@gmail.com; email valmar
Subject: The Abbey at Spring Grove-1886760, 18867600015 - 230 Maywood Drive, L- Frame (2nd Draw) [4749351 - 15929712-000] [OP] , BuildPro Order #15929712-000 (jme)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 15929712-000 OP **COST CODE:** 411225

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Brandon Patterson [CRS-CM]

PHONE:	(843) 743-6853	**FAX:**		**EMAIL:**	Brandon.Patterson@lennar.com

JOB INFORMATION:

DATE NEEDED:	12/17/2012	**JOB NAME:**	18867600015 - 230 Maywood Drive	**PLAN:**	1774
PO DATE:	12/10/2012	**JOB ADDRESS:**	230 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	B/L
				LOT/BLOCK:	0015/
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION: L- Frame (2nd Draw) [4749351 - 15929712-000] [OP] [A]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
2202.00	CONTRACT	06/18/2012	FW30Y70921 -FRAME LABOR-ONE STORYFRAME-20%	$0.39	$858.78
2202.00	CONTRACT	06/18/2012	FW30Y99995 -FRAME LABOR PRODUCTIONINCENTIVE	$0.40	$880.80
				Subtotal:	$1739.58
				Tax Total:	$0.00
				Total:	**$1739.58**

Submitted by: Brandon Patterson [CRS-CM] 12/10/2012 8:53:40 AM

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Erin Magera

From: Lennar Homes LLC, Brandon Patterson [CRS-CM] <postmaster@hyphensolutions.net>
Sent: Friday, December 14, 2012 2:45 PM
To: gfbookkeeper@gmail.com; email valmar
Subject: The Abbey at Spring Grove-1886760, 18867600004 - 208 Maywood Drive, L- Frame (2nd Draw) [4749351 - 16488295-000] [OP] , BuildPro Order #16488295-000 (jme)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 16488295-000 OP **COST CODE:** 411225

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Brandon Patterson [CRS-CM]

PHONE:	(843) 743-6853	**FAX:**		**EMAIL:**	Brandon.Patterson@lennar.com

JOB INFORMATION:

DATE NEEDED:	12/20/2012	**JOB NAME:**	18867600004 - 208 Maywood Drive	**PLAN:**	1926
PO DATE:	12/14/2012	**JOB ADDRESS:**	208 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	B/L
				LOT/BLOCK:	0004/
MAP LOCATION:			**BACKORDER POLICY:**	Ship and Back Order	

REQUEST INFORMATION: L- Frame (2nd Draw) [4749351 - 16488295-000] [OP]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
2635.00	CONTRACT	09/26/2012	FW30Y70921 -FRAME LABOR-ONE STORYFRAME-20%	$0.39	$1027.65
2635.00	CONTRACT	09/26/2012	FW30Y99995 -FRAME LABOR PRODUCTIONINCENTIVE	$0.40	$1054.00
				Subtotal:	$2081.65
				Tax Total:	$0.00
				Total:	**$2081.65**

Submitted by: Brandon Patterson [CRS-CM] 12/14/2012 1:44:34 PM

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Erin Magera

From: Lennar Homes LLC, Brandon Patterson [CRS-CM] <postmaster@hyphensolutions.net>
Sent: Friday, December 21, 2012 10:14 AM
To: gfbookkeeper@gmail.com; valmarnunes@gmail.com
Subject: The Abbey at Spring Grove-1886760, 18867600017 - 234 Maywood Drive, L- Frame (2nd Draw) [4749351 - 16856161-000] [OP] , BuildPro Order #16856161-000 (jme)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 16856161-000:OP **COST CODE:** 411225

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Brandon Patterson [CRS-CM]

PHONE:	(843) 743-6853	**FAX:**		**EMAIL:**	Brandon.Patterson@lennar.com

JOB INFORMATION:

DATE NEEDED:	12/26/2012	**JOB NAME:**	18867600017 - 234 Maywood Drive	**PLAN:**	2073
PO DATE:	12/21/2012	**JOB ADDRESS:**	234 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	C/R
				LOT/BLOCK:	0017/
MAP LOCATION:			**BACKORDER POLICY:**	Ship and Back Order	

REQUEST INFORMATION: L- Frame (2nd Draw) [4749351 - 16856161-000] [OP]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
2570.00	CONTRACT	11/30/2012	FW30Y70921 -FRAME LABOR-ONE STORYFRAME-20%	$0.39	$1002.30
2570.00	CONTRACT	11/30/2012	FW30Y99995 -FRAME LABOR PRODUCTIONINCENTIVE	$0.40	$1028.00
				Subtotal:	$2030.30
				Tax Total:	$0.00
				Total:	**$2030.30**

Submitted by: Brandon Patterson [CRS-CM] 12/21/2012 9:14:07 AM

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Erin Magera

From: Brandon Patterson [CRS-CM] <postmaster@hyphensolutions.net>
Sent: Monday, December 31, 2012 9:40 AM
To: gfbookkeeper@gmail.com; valmarnunes@gmail.com
Subject: BuildPro Order #17053992-000 (int)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Extra Purchase Order Request EPO Reason: (A01) Site Conditions	**ORDER #:** 17053992-000 UA **COST CODE:** 411205

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Brandon Patterson [CRS-CM]

PHONE:	(843) 743-6853	**FAX:**		**EMAIL:**	Brandon.Patterson@lennar.com

JOB INFORMATION:

DATE NEEDED:	12/29/2012	**JOB NAME:**	18867600027 - 254 Maywood Drive	**PLAN:**	1926
PO DATE:	12/31/2012	**JOB ADDRESS:**	254 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	B/L
				LOT/BLOCK:	0027/
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION:

EPO: L -Frame - Interior - 1st Floor (Truss/Deck/I [4749351 - 17053992-000] [UA]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
1.00	CONTRACT	12/29/2012	no power on site, 400.00 for using a generator	$400.00	$400.00
				Subtotal:	$400.00
				Tax Total:	$0.00
				Total:	**$400.00**

SUPPLIER INSTRUCTIONS:

no power on site, 400.00 for using a generator

Submitted by: Brandon Patterson [CRS-CM] 12/31/2012 8:40:07 AM

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Erin Magera

From: Brandon Patterson [CRS-CM] <postmaster@hyphensolutions.net>
Sent: Monday, December 31, 2012 9:40 AM
To: gfbookkeeper@gmail.com; valmarnunes@gmail.com
Subject: BuildPro Order #17053993-000 (int)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Extra Purchase Order Request EPO Reason: (A01) Site Conditions	**ORDER #:** 17053993-000 UA **COST CODE:** 411205

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Brandon Patterson [CRS-CM]

PHONE:	(843) 743-6853	**FAX:**		**EMAIL:**	Brandon.Patterson@lennar.com

JOB INFORMATION:

DATE NEEDED:	12/29/2012	**JOB NAME:**	18867600016 - 232 Maywood Drive	**PLAN:**	1926
PO DATE:	12/31/2012	**JOB ADDRESS:**	232 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	A/R
				LOT/BLOCK:	0016/
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION: EPO: L -Frame - Interior - 1st Floor (Truss/Deck/I [4749351 - 17053993-000] [UA]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
1.00	CONTRACT	12/29/2012	no power on site, 400.00 for using a generator	$400.00	$400.00
				Subtotal:	$400.00
				Tax Total:	$0.00
				Total:	**$400.00**

SUPPLIER INSTRUCTIONS:

no power on site, 400.00 for using a generator

Submitted by: Brandon Patterson [CRS-CM] 12/31/2012 8:40:00 AM

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Erin Magera

From: Brandon Patterson [CRS-CM] <postmaster@hyphensolutions.net>
Sent: Monday, December 31, 2012 9:40 AM
To: gfbookkeeper@gmail.com; valmarnunes@gmail.com
Subject: BuildPro Order #17053994-000 (int)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Extra Purchase Order Request EPO Reason: (A01) Site Conditions	**ORDER #:** 17053994-000 UA **COST CODE:** 411205

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Brandon Patterson [CRS-CM]

PHONE:	(843) 743-6853	**FAX:**		**EMAIL:**	Brandon.Patterson@lennar.com

JOB INFORMATION:

DATE NEEDED:	12/29/2012	**JOB NAME:**	18867600028 - 253 Maywood Drive	**PLAN:**	2059
PO DATE:	12/31/2012	**JOB ADDRESS:**	253 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	B/R
				LOT/BLOCK:	0028/
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION: EPO: L -Frame - Interior - 1st Floor (Truss/Deck/I [4749351 - 17053994-000] [UA]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
1.00	CONTRACT	12/29/2012	no power on site, 400.00 for using a generator	$400.00	$400.00
				Subtotal:	$400.00
				Tax Total:	$0.00
				Total:	**$400.00**

SUPPLIER INSTRUCTIONS:

no power on site, 400.00 for using a generator

Submitted by: Brandon Patterson [CRS-CM] 12/31/2012 8:39:50 AM

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Erin Magera

From: Brandon Patterson [CRS-CM] <postmaster@hyphensolutions.net>
Sent: Monday, December 31, 2012 9:40 AM
To: gfbookkeeper@gmail.com; valmarnunes@gmail.com
Subject: BuildPro Order #17054004-000 (int)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Extra Purchase Order Request EPO Reason: (A01) Site Conditions	**ORDER #:** 17054004-000 UA **COST CODE:** 411205

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Brandon Patterson [CRS-CM]

PHONE:	(843) 743-6853	**FAX:**		**EMAIL:**	Brandon.Patterson@lennar.com

JOB INFORMATION:

DATE NEEDED:	12/29/2012	**JOB NAME:**	18867600017 - 234 Maywood Drive	**PLAN:**	2073
PO DATE:	12/31/2012	**JOB ADDRESS:**	234 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	C/R
				LOT/BLOCK:	0017/
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION: EPO: L -Frame - Interior - 1st Floor (Truss/Deck/I [4749351 - 17054004-000] [UA]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
1.00	CONTRACT	12/29/2012	no power on site, 400.00 for using a generator	$400.00	$400.00
				Subtotal:	$400.00
				Tax Total:	$0.00
				Total:	**$400.00**

SUPPLIER INSTRUCTIONS:

no power on site, 400.00 for using a generator

Submitted by: Brandon Patterson [CRS-CM] 12/31/2012 8:39:33 AM

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Erin Magera

From: Lennar Homes LLC, Brandon Patterson [CRS-CM] <postmaster@hyphensolutions.net>
Sent: Monday, January 14, 2013 1:51 PM
To: gfbookkeeper@gmail.com; valmarnunes@gmail.com
Subject: The Abbey at Spring Grove-1886760, 18867600022 - 244 Maywood Drive, L -Frame - Interior - 1st Floor (Truss/Deck/Interi, BuildPro Order #16955020-000 (jme)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 16955020-000 OP **COST CODE:** 411205

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Brandon Patterson [CRS-CM]

PHONE:	(843) 743-6853	**FAX:**		**EMAIL:**	Brandon.Patterson@lennar.com

JOB INFORMATION:

DATE NEEDED:	01/23/2013	**JOB NAME:**	18867600022 - 244 Maywood Drive	**PLAN:**	1746
PO DATE:	01/14/2013	**JOB ADDRESS:**	244 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	A/L
				LOT/BLOCK:	0022/
MAP LOCATION:			**BACKORDER POLICY:**	Ship and Back Order	

REQUEST INFORMATION: L -Frame - Interior - 1st Floor (Truss/Deck/Interior) [4749351 - 16955020-000] [OP]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
2308.00	CONTRACT	12/12/2012	FW30Y70981 -FRAME LABOR-ONE STORYFRAME-80%	$1.56	$3600.48
				Subtotal:	$3600.48
				Tax Total:	$0.00
				Total:	**$3600.48**

Submitted by: Brandon Patterson [CRS-CM] 01/14/2013 12:51:25 PM

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Erin Magera

From: Lennar Homes LLC, Brandon Patterson [CRS-CM] <postmaster@hyphensolutions.net>
Sent: Monday, January 14, 2013 1:49 PM
To: gfbookkeeper@gmail.com; valmarnunes@gmail.com
Subject: The Abbey at Spring Grove-1886760, 18867600021 - 242 Maywood Drive, L -Frame - Interior - 1st Floor (Truss/Deck/Interi, BuildPro Order #16954939-000 (jme)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 16954939-000 OP **COST CODE:** 411205

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Brandon Patterson [CRS-CM]

PHONE:	(843) 743-6853	**FAX:**		**EMAIL:**	Brandon.Patterson@lennar.com

JOB INFORMATION:

DATE NEEDED:	01/23/2013	**JOB NAME:**	18867600021 - 242 Maywood Drive	**PLAN:**	1926
PO DATE:	01/14/2013	**JOB ADDRESS:**	242 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	B/L
				LOT/BLOCK:	0021/
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION: L -Frame - Interior - 1st Floor (Truss/Deck/Interior) [4749351 - 16954939-000] [OP]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
2635.00	CONTRACT	12/12/2012	FW30Y70981 -FRAME LABOR-ONE STORYFRAME-80%	$1.56	$4110.60
				Subtotal:	$4110.60
				Tax Total:	$0.00
				Total:	**$4110.60**

Submitted by: Brandon Patterson [CRS-CM] 01/14/2013 12:48:49 PM

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Erin Magera

From: Lennar Homes LLC, Brandon Patterson [CRS-CM] <postmaster@hyphensolutions.net>
Sent: Wednesday, January 16, 2013 1:37 PM
To: gfbookkeeper@gmail.com; valmarnunes@gmail.com
Subject: The Abbey at Spring Grove-1886760, 18867600022 - 244 Maywood Drive, L -Frame - Interior - 1st Floor (Truss/Deck/Interi, BuildPro Order #16955020-000 Reschedule Notice (jme)

Importance: High

Order Reschedule Notice

You should have previously received the following order. Please treat this document as notification for a reschedule of the prior order.

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 16955020-000 OP **COST CODE:** 411205

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Brandon Patterson [CRS-CM]

PHONE:	(843) 743-6853	**FAX:**		**EMAIL:**	Brandon.Patterson@lennar.com

JOB INFORMATION:

DATE NEEDED:	01/25/2013	**JOB NAME:**	18867600022 - 244 Maywood Drive	**PLAN:**	1746
PO DATE:	01/14/2013	**JOB ADDRESS:**	244 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	A/L
				LOT/BLOCK:	0022/
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION:

L -Frame - Interior - 1st Floor (Truss/Deck/Interior) [4749351 - 16955020-000] [OP]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
2308.00	CONTRACT	12/12/2012	FW30Y70981 -FRAME LABOR-ONE STORYFRAME-80%	$1.56	$3600.48
				Subtotal:	$3600.48
				Tax Total:	$0.00
				Total:	**$3600.48**

Submitted by: Brandon Patterson [CRS-CM] 01/16/2013 12:37:20 PM

Powered by Hyphen Solutions - http://www.hyphensolutions.com

Erin Magera

From: Lennar Homes LLC, Brandon Patterson [CRS-CM] <postmaster@hyphensolutions.net>
Sent: Wednesday, January 16, 2013 1:36 PM
To: gfbookkeeper@gmail.com; valmarnunes@gmail.com
Subject: The Abbey at Spring Grove-1886760, 18867600021 - 242 Maywood Drive, L -Frame - Interior - 1st Floor (Truss/Deck/Interi, BuildPro Order #16954939-000 Reschedule Notice (jme)

Importance: High

Order Reschedule Notice

You should have previously received the following order. Please treat this document as notification for a reschedule of the prior order.

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 16954939-000 OP **COST CODE:** 411205

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Brandon Patterson [CRS-CM]

PHONE:	(843) 743-6853	**FAX:**		**EMAIL:**	Brandon.Patterson@lennar.com

JOB INFORMATION:

DATE NEEDED:	01/25/2013	**JOB NAME:**	18867600021 - 242 Maywood Drive	**PLAN:**	1926
PO DATE:	01/14/2013	**JOB ADDRESS:**	242 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	B/L
				LOT/BLOCK:	0021/
MAP LOCATION:			**BACKORDER POLICY:**	Ship and Back Order	

REQUEST INFORMATION:

L -Frame - Interior - 1st Floor (Truss/Deck/Interior) [4749351 - 16954939-000] [OP]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
2635.00	CONTRACT	12/12/2012	FW30Y70981 -FRAME LABOR-ONE STORYFRAME-80%	$1.56	$4110.60

Subtotal:	$4110.60
Tax Total:	$0.00
Total:	**$4110.60**

Submitted by: Brandon Patterson [CRS-CM] 01/16/2013 12:35:40 PM

Powered by Hyphen Solutions - http://www.hyphensolutions.com

Erin Magera

From: Brandon Patterson [CRS-CM] <postmaster@hyphensolutions.net>
Sent: Tuesday, January 29, 2013 3:45 PM
To: gfbookkeeper@gmail.com; valmarnunes@gmail.com
Subject: BuildPro Order #17245597-000 (int)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Extra Purchase Order Request EPO Reason: (A11) Plan Spec Changes	**ORDER #:** 17245597-000 UA **COST CODE:** 411205

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Brandon Patterson [CRS-CM]

PHONE:	(843) 743-6853	**FAX:**		**EMAIL:**	Brandon.Patterson@lennar.com

JOB INFORMATION:

DATE NEEDED:	01/29/2013	**JOB NAME:**	18867600027 - 254 Maywood Drive	**PLAN:**	1926
PO DATE:	01/29/2013	**JOB ADDRESS:**	254 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	B/L
				LOT/BLOCK:	0027/
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION: EPO: L -Frame - Interior - 1st Floor (Truss/Deck/I [4749351 - 17245597-000] [UA]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
1.00	CONTRACT	01/29/2013	150.00 to re frame back porchbeam, plan wrong	$150.00	$150.00
				Subtotal:	$150.00
				Tax Total:	$0.00
				Total:	**$150.00**

SUPPLIER INSTRUCTIONS:

150.00 to re frame back porch beam, plan wrong

Submitted by: Brandon Patterson [CRS-CM] 01/29/2013 2:44:52 PM

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Erin Magera

From: Brandon Patterson [CRS-CM] <postmaster@hyphensolutions.net>
Sent: Tuesday, January 29, 2013 3:45 PM
To: gfbookkeeper@gmail.com; valmarnunes@gmail.com
Subject: BuildPro Order #17245599-000 (int)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Extra Purchase Order Request EPO Reason: (A11) Plan Spec Changes	**ORDER #:** 17245599-000 UA **COST CODE:** 411205

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Brandon Patterson [CRS-CM]

PHONE:	(843) 743-6853	**FAX:**		**EMAIL:**	Brandon.Patterson@lennar.com

JOB INFORMATION:

DATE NEEDED:	01/29/2013	**JOB NAME:**	18867600016 - 232 Maywood Drive	**PLAN:**	1926
PO DATE:	01/29/2013	**JOB ADDRESS:**	232 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	A/R
				LOT/BLOCK:	0016/
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION: EPO: L -Frame - Interior - 1st Floor (Truss/Deck/I [4749351 - 17245599-000] [UA]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
1.00	CONTRACT	01/29/2013	150.00 to re frame back porchbeam, plan wrong	$150.00	$150.00
				Subtotal:	$150.00
				Tax Total:	$0.00
				Total:	**$150.00**

SUPPLIER INSTRUCTIONS:

150.00 to re frame back porch beam, plan wrong

Submitted by: Brandon Patterson [CRS-CM] 01/29/2013 2:45:07 PM

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Erin Magera

From: Brandon Patterson [CRS-CM] <postmaster@hyphensolutions.net>
Sent: Tuesday, January 29, 2013 3:45 PM
To: gfbookkeeper@gmail.com; valmarnunes@gmail.com
Subject: BuildPro Order #17245603-000 (int)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Extra Purchase Order Request EPO Reason: (A06) Purchasing	**ORDER #:** 17245603-000 UA **COST CODE:** 411225

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Brandon Patterson [CRS-CM]

PHONE:	(843) 743-6853	**FAX:**		**EMAIL:**	Brandon.Patterson@lennar.com

JOB INFORMATION:

DATE NEEDED:	01/29/2013	**JOB NAME:**	18867600004 - 208 Maywood Drive	**PLAN:**	1926
PO DATE:	01/29/2013	**JOB ADDRESS:**	208 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	B/L
				LOT/BLOCK:	0004/
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION: EPO: L- Frame (2nd Draw) [4749351 - 17245603-000] [UA]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
1.00	CONTRACT	01/29/2013	800.00 to rip out fireplace, then add back. parerwork was w	$800.00	$800.00
				Subtotal:	$800.00
				Tax Total:	$0.00
				Total:	**$800.00**

SUPPLIER INSTRUCTIONS:

800.00 to rip out fireplace, then add back. parerwork was wrong, then we sold it with the fireplace

Submitted by: Brandon Patterson [CRS-CM] 01/29/2013 2:44:34 PM

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Erin Magera

From: Brandon Patterson [CRS-CM] <postmaster@hyphensolutions.net>
Sent: Wednesday, January 30, 2013 7:57 PM
To: gfbookkeeper@gmail.com; valmarnunes@gmail.com
Subject: BuildPro Order #17251994-000 (int)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Extra Purchase Order Request EPO Reason: (A11) Plan Spec Changes	**ORDER #:** 17251994-000 UA **COST CODE:** 411225

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Brandon Patterson [CRS-CM]

PHONE:	(843) 743-6853	**FAX:**		**EMAIL:**	Brandon.Patterson@lennar.com

JOB INFORMATION:

DATE NEEDED:	01/29/2013	**JOB NAME:**	18867600017 - 234 Maywood Drive	**PLAN:**	2073
PO DATE:	01/30/2013	**JOB ADDRESS:**	234 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	C/R
				LOT/BLOCK:	0017/
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION:

EPO: L- Frame (2nd Draw) [4749351 - 17251994-000] [UA]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
1.00	CONTRACT	01/29/2013	100.00 to re frame windows onback of the house, when there	$100.00	$100.00
				Subtotal:	$100.00
				Tax Total:	$0.00
				Total:	**$100.00**

SUPPLIER INSTRUCTIONS:

100.00 to re frame windows on back of the house, when there is no fireplace the windows space apart

Submitted by: Brandon Patterson [CRS-CM] 01/30/2013 6:56:31 PM

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Erin Magera

From: Lennar Homes LLC, Brandon Patterson [CRS-CM] <postmaster@hyphensolutions.net>
Sent: Tuesday, January 22, 2013 11:18 AM
To: gfbookkeeper@gmail.com; valmarnunes@gmail.com
Subject: The Abbey at Spring Grove-1886760, 18867600021 - 242 Maywood Drive, L -Frame - Interior - 1st Floor (Truss/Deck/Interi, BuildPro Order #16954939-000 Reschedule Notice (jme)

Importance: High

Order Reschedule Notice

You should have previously received the following order. Please treat this document as notification for a reschedule of the prior order.

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 16954939-000 OP **COST CODE:** 411205

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Brandon Patterson [CRS-CM]

PHONE:	(843) 743-6853	**FAX:**		**EMAIL:**	Brandon.Patterson@lennar.com

JOB INFORMATION:

DATE NEEDED:	01/29/2013	**JOB NAME:**	18867600021 - 242 Maywood Drive	**PLAN:**	1926
PO DATE:	01/14/2013	**JOB ADDRESS:**	242 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	B/L
				LOT/BLOCK:	0021/
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION:

L -Frame - Interior - 1st Floor (Truss/Deck/Interior) [4749351 - 16954939-000] [OP]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
2635.00	CONTRACT	12/12/2012	FW30Y70981 -FRAME LABOR-ONE STORYFRAME-80%	$1.56	$4110.60
				Subtotal:	$4110.60
				Tax Total:	$0.00
				Total:	**$4110.60**

Submitted by: Brandon Patterson [CRS-CM] 01/22/2013 10:18:10 AM

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Erin Magera

From: Lennar Homes LLC, Brandon Patterson [CRS-CM] <postmaster@hyphensolutions.net>
Sent: Tuesday, January 22, 2013 11:19 AM
To: gfbookkeeper@gmail.com; valmarnunes@gmail.com
Subject: The Abbey at Spring Grove-1886760, 18867600022 - 244 Maywood Drive, L -Frame - Interior - 1st Floor (Truss/Deck/Interi, BuildPro Order #16955020-000 Reschedule Notice (jme)

Importance: High

Order Reschedule Notice

You should have previously received the following order. Please treat this document as notification for a reschedule of the prior order.

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 16955020-000 OP **COST CODE:** 411205

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Brandon Patterson [CRS-CM]

PHONE:	(843) 743-6853	**FAX:**		**EMAIL:**	Brandon.Patterson@lennar.com

JOB INFORMATION:

DATE NEEDED:	01/29/2013	**JOB NAME:**	18867600022 - 244 Maywood Drive	**PLAN:**	1746
PO DATE:	01/14/2013	**JOB ADDRESS:**	244 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	A/L
				LOT/BLOCK:	0022/
MAP LOCATION:			**BACKORDER POLICY:**	Ship and Back Order	

REQUEST INFORMATION:

L -Frame - Interior - 1st Floor (Truss/Deck/Interior) [4749351 - 16955020-000] [OP]

QTY	SKU #	CONTRACT DATE	DESCRIPTION	UNIT PRICE	TOTAL
2308.00	CONTRACT	12/12/2012	FW30Y70981 -FRAME LABOR-ONE STORYFRAME-80%	$1.56	$3600.48
				Subtotal:	$3600.48
				Tax Total:	$0.00
				Total:	**$3600.48**

Submitted by: Brandon Patterson [CRS-CM] 01/22/2013 10:19:14 AM

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Erin Magera

From: Lennar Homes LLC, Brandon Patterson [CRS-CM] <postmaster@hyphensolutions.net>
Sent: Monday, February 04, 2013 11:57 AM
To: gfbookkeeper@gmail.com; valmarnunes@gmail.com
Subject: The Abbey at Spring Grove-1886760, 18867600026 - 252 Maywood Drive, L -Frame - Interior - 1st Floor (Truss/Deck/Interi, BuildPro Order #16937402-000 (jme)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 16937402-000 OP **COST CODE:** 411205

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Brandon Patterson [CRS-CM]

PHONE:	(843) 743-6853	**FAX:**		**EMAIL:**	Brandon.Patterson@lennar.com

JOB INFORMATION:

DATE NEEDED:	02/05/2013	**JOB NAME:**	18867600026 - 252 Maywood Drive	**PLAN:**	1774
PO DATE:	02/04/2013	**JOB ADDRESS:**	252 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	A/L
				LOT/BLOCK:	0026/
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION: L -Frame - Interior - 1st Floor (Truss/Deck/Interior) [4749351 - 16937402-000] [OP]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
2197.00	CONTRACT	12/10/2012	FW30Y70981 -FRAME LABOR-ONE STORYFRAME-80%	$1.56	$3427.32
				Subtotal:	$3427.32
				Tax Total:	$0.00
				Total:	**$3427.32**

Submitted by: Brandon Patterson [CRS-CM] 02/04/2013 10:56:55 AM

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Erin Magera

From: Lennar Homes LLC, Brandon Patterson [CRS-CM] <postmaster@hyphensolutions.net>
Sent: Monday, February 04, 2013 11:55 AM
To: gfbookkeeper@gmail.com; valmarnunes@gmail.com
Subject: The Abbey at Spring Grove-1886760, 18867600022 - 244 Maywood Drive, L- Frame (2nd Draw) [4749351 - 16955021-000] [OP] , BuildPro Order #16955021-000 (jme)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 16955021-000 OP **COST CODE:** 411225

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Brandon Patterson [CRS-CM]

PHONE:	(843) 743-6853	**FAX:**		**EMAIL:**	Brandon.Patterson@lennar.com

JOB INFORMATION:

DATE NEEDED:	02/07/2013	**JOB NAME:**	18867600022 - 244 Maywood Drive	**PLAN:**	1746
PO DATE:	02/04/2013	**JOB ADDRESS:**	244 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	A/L
				LOT/BLOCK:	0022/
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION: L- Frame (2nd Draw) [4749351 - 16955021-000] [OP]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
2308.00	CONTRACT	12/12/2012	FW30Y70921 -FRAME LABOR-ONE STORYFRAME-20%	$0.39	$900.12
2308.00	CONTRACT	12/12/2012	FW30Y99995 -FRAME LABOR PRODUCTIONINCENTIVE	$0.40	$923.20
				Subtotal:	$1823.32
				Tax Total:	$0.00
				Total:	**$1823.32**

Submitted by: Brandon Patterson [CRS-CM] 02/04/2013 10:55:14 AM

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Erin Magera

From: Lennar Homes LLC, Brandon Patterson [CRS-CM] <postmaster@hyphensolutions.net>
Sent: Monday, February 04, 2013 11:54 AM
To: gfbookkeeper@gmail.com; valmarnunes@gmail.com
Subject: The Abbey at Spring Grove-1886760, 18867600021 - 242 Maywood Drive, L- Frame (2nd Draw) [4749351 - 16954940-000] [OP] , BuildPro Order #16954940-000 (jme)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 16954940-000 OP **COST CODE:** 411225

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Brandon Patterson [CRS-CM]

PHONE:	(843) 743-6853	**FAX:**		**EMAIL:**	Brandon.Patterson@lennar.com

JOB INFORMATION:

DATE NEEDED:	02/07/2013	**JOB NAME:**	18867600021 - 242 Maywood Drive	**PLAN:**	1926
PO DATE:	02/04/2013	**JOB ADDRESS:**	242 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	B/L
				LOT/BLOCK:	0021/
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION: L- Frame (2nd Draw) [4749351 - 16954940-000] [OP]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
2635.00	CONTRACT	12/12/2012	FW30Y70921 -FRAME LABOR-ONE STORYFRAME-20%	$0.39	$1027.65
2635.00	CONTRACT	12/12/2012	FW30Y99995 -FRAME LABOR PRODUCTIONINCENTIVE	$0.40	$1054.00
				Subtotal:	$2081.65
				Tax Total:	$0.00
				Total:	**$2081.65**

Submitted by: Brandon Patterson [CRS-CM] 02/04/2013 10:54:12 AM

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Erin Magera

From: Lennar Homes LLC, Brandon Patterson [CRS-CM] <postmaster@hyphensolutions.net>
Sent: Monday, February 18, 2013 12:40 PM
To: gfbookkeeper@gmail.com; valmarnunes@gmail.com
Subject: The Abbey at Spring Grove-1886760, 18867600020 - 240 Maywood Drive, L -Frame - Interior - 1st Floor (Truss/Deck/Interi, BuildPro Order #15971664-000 (jme)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 15971664-000 OP **COST CODE:** 411205

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Brandon Patterson [CRS-CM]

PHONE:	(843) 743-6853	**FAX:**		**EMAIL:**	Brandon.Patterson@lennar.com

JOB INFORMATION:

DATE NEEDED:	02/20/2013	**JOB NAME:**	18867600020 - 240 Maywood Drive	**PLAN:**	2059
PO DATE:	02/18/2013	**JOB ADDRESS:**	240 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	C/L
				LOT/BLOCK:	0020/
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION: L -Frame - Interior - 1st Floor (Truss/Deck/Interior) [4749351 - 15971664-000] [OP] [A]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
2475.00	CONTRACT	06/25/2012	FW30Y70981 -FRAME LABOR-ONE STORYFRAME-80%	$1.56	$3861.00

Subtotal:	$3861.00
Tax Total:	$0.00
Total:	**$3861.00**

Submitted by: Brandon Patterson [CRS-CM] 02/18/2013 11:39:36 AM

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Erin Magera

From: Lennar Homes LLC, Brandon Patterson [CRS-CM] <postmaster@hyphensolutions.net>
Sent: Monday, February 18, 2013 12:38 PM
To: gfbookkeeper@gmail.com; valmarnunes@gmail.com
Subject: The Abbey at Spring Grove-1886760, 18867600019 - 238 Maywood Drive, L -Frame - Interior - 1st Floor (Truss/Deck/Interi, BuildPro Order #15938981-000 (jme)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 15938981-000 OP **COST CODE:** 411205

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Brandon Patterson [CRS-CM]

PHONE:	(843) 743-6853	**FAX:**		**EMAIL:**	Brandon.Patterson@lennar.com

JOB INFORMATION:

DATE NEEDED:	02/20/2013	**JOB NAME:**	18867600019 - 238 Maywood Drive	**PLAN:**	1746
PO DATE:	02/18/2013	**JOB ADDRESS:**	238 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	A/L
				LOT/BLOCK:	0019/
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION: L -Frame - Interior - 1st Floor (Truss/Deck/Interior) [4749351 - 15938981-000] [OP] [A]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
2308.00	CONTRACT	06/19/2012	FW30Y70981 -FRAME LABOR-ONE STORYFRAME-80%	$1.56	$3600.48
				Subtotal:	$3600.48
				Tax Total:	$0.00
				Total:	**$3600.48**

Submitted by: Brandon Patterson [CRS-CM] 02/18/2013 11:37:50 AM

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Erin Magera

From: Brandon Patterson [CRS-CM] <postmaster@hyphensolutions.net>
Sent: Friday, February 22, 2013 9:38 AM
To: gfbookkeeper@gmail.com; valmarnunes@gmail.com
Subject: BuildPro Order #17447842-000 (int)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Extra Purchase Order Request EPO Reason: (A03) Backcharge	**ORDER #:** 17447842-000 UA **COST CODE:** 428001

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Brandon Patterson [CRS-CM]

PHONE:	(843) 743-6853	**FAX:**		**EMAIL:**	Brandon.Patterson@lennar.com

JOB INFORMATION:

DATE NEEDED:	02/21/2013	**JOB NAME:**	18867600014 - 228 Maywood Drive	**PLAN:**	1480
PO DATE:	02/22/2013	**JOB ADDRESS:**	228 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	D/L
				LOT/BLOCK:	0014/
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION: BC per Brandon Patterson- fix beam [4749351 - 17447842-000] [UA]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
-1.00	CONTRACT	02/21/2013	BC per Brandon Patterson- fixbeam	$300.00	$-300.00
				Subtotal:	$-300.00
				Tax Total:	$0.00
				Total:	**$-300.00**

SUPPLIER INSTRUCTIONS:

BC per Brandon Patterson- fix beam300.00 to fix metal beam and soffit, back charge guaranteed framing, informed george 2/12/13 columns framed in the wrong spot

Submitted by: Kristy Dunn [EXP] 02/22/2013 8:37:39 AM

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Erin Magera

From: Lennar Homes LLC, Brandon Patterson [CRS-CM] <postmaster@hyphensolutions.net>
Sent: Thursday, February 21, 2013 11:22 AM
To: gfbookkeeper@gmail.com; valmarnunes@gmail.com
Subject: The Abbey at Spring Grove-1886760, 18867600026 - 252 Maywood Drive, L- Frame (2nd Draw) [4749351 - 16937403-000] [OP] , BuildPro Order #16937403-000 (jme)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 16937403-000 OP **COST CODE:** 411225

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Brandon Patterson [CRS-CM]

PHONE:	(843) 743-6853	**FAX:**		**EMAIL:**	Brandon.Patterson@lennar.com

JOB INFORMATION:

DATE NEEDED:	02/22/2013	**JOB NAME:**	18867600026 - 252 Maywood Drive	**PLAN:**	1774
PO DATE:	02/21/2013	**JOB ADDRESS:**	252 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	A/L
				LOT/BLOCK:	0026/
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION: L- Frame (2nd Draw) [4749351 - 16937403-000] [OP]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
2197.00	CONTRACT	12/10/2012	FW30Y70921 -FRAME LABOR-ONE STORYFRAME-20%	$0.39	$856.83
2197.00	CONTRACT	12/10/2012	FW30Y99995 -FRAME LABOR PRODUCTIONINCENTIVE	$0.40	$878.80
				Subtotal:	$1735.63
				Tax Total:	$0.00
				Total:	**$1735.63**

Submitted by: Brandon Patterson [CRS-CM] 02/21/2013 10:22:07 AM

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Erin Magera

From: Lennar Homes LLC, Brandon Patterson [CRS-CM] <postmaster@hyphensolutions.net>
Sent: Monday, March 04, 2013 9:44 AM
To: gfbookkeeper@gmail.com; valmarnunes@gmail.com
Subject: The Abbey at Spring Grove-1886760, 18867600020 - 240 Maywood Drive, L- Frame (2nd Draw) [4749351 - 15971665-000] [OP] , BuildPro Order #15971665-000 (jme)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 15971665-000 OP **COST CODE:** 411225

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Brandon Patterson [CRS-CM]

PHONE:	(843) 743-6853	**FAX:**		**EMAIL:**	Brandon.Patterson@lennar.com

JOB INFORMATION:

DATE NEEDED:	03/05/2013	**JOB NAME:**	18867600020 - 240 Maywood Drive	**PLAN:**	2059
PO DATE:	03/04/2013	**JOB ADDRESS:**	240 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	C/L
				LOT/BLOCK:	0020/
MAP LOCATION:			**BACKORDER POLICY:**	Ship and Back Order	

REQUEST INFORMATION: L- Frame (2nd Draw) [4749351 - 15971665-000] [OP] [A]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
2475.00	CONTRACT	06/25/2012	FW30Y70921 -FRAME LABOR-ONE STORYFRAME-20%	$0.39	$965.25
2475.00	CONTRACT	06/25/2012	FW30Y99995 -FRAME LABOR PRODUCTIONINCENTIVE	$0.40	$990.00
				Subtotal:	$1955.25
				Tax Total:	$0.00
				Total:	**$1955.25**

Submitted by: Brandon Patterson [CRS-CM] 03/04/2013 8:43:56 AM

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Erin Magera

From: Lennar Homes LLC, Brandon Patterson [CRS-CM] <postmaster@hyphensolutions.net>
Sent: Monday, March 04, 2013 9:54 AM
To: gfbookkeeper@gmail.com; valmarnunes@gmail.com
Subject: The Abbey at Spring Grove-1886760, 18867600025 - 250 Maywood Drive, L -Frame - Interior - 1st Floor (Truss/Deck/Interi, BuildPro Order #17183513-000 (jme)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 17183513-000 OP **COST CODE:** 411205

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Brandon Patterson [CRS-CM]

PHONE:	(843) 743-6853	**FAX:**		**EMAIL:**	Brandon.Patterson@lennar.com

JOB INFORMATION:

DATE NEEDED:	03/08/2013	**JOB NAME:**	18867600025 - 250 Maywood Drive	**PLAN:**	1926
PO DATE:	03/04/2013	**JOB ADDRESS:**	250 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	B/L
				LOT/BLOCK:	0025/
MAP LOCATION:			**BACKORDER POLICY:**	Ship and Back Order	

REQUEST INFORMATION: L -Frame - Interior - 1st Floor (Truss/Deck/Interior) [4749351 - 17183513-000] [OP]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
2635.00	CONTRACT	01/18/2013	FW30Y70981 -FRAME LABOR-ONE STORYFRAME-80%	$1.56	$4110.60

Subtotal:	$4110.60
Tax Total:	$0.00
Total:	**$4110.60**

Submitted by: Brandon Patterson [CRS-CM] 03/04/2013 8:53:46 AM

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Erin Magera

From: Lennar Homes LLC, Brandon Patterson [CRS-CM] <postmaster@hyphensolutions.net>
Sent: Monday, March 04, 2013 9:39 AM
To: gfbookkeeper@gmail.com; valmarnunes@gmail.com
Subject: The Abbey at Spring Grove-1886760, 18867600018 - 236 Maywood Drive, L -Frame - Interior - 1st Floor (Truss/Deck/Interi, BuildPro Order #16958944-000 (jme)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 16958944-000 OP **COST CODE:** 411205

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Brandon Patterson [CRS-CM]

PHONE:	(843) 743-6853	**FAX:**		**EMAIL:**	Brandon.Patterson@lennar.com

JOB INFORMATION:

DATE NEEDED:	03/08/2013	**JOB NAME:**	18867600018 - 236 Maywood Drive	**PLAN:**	1480
PO DATE:	03/04/2013	**JOB ADDRESS:**	236 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	D/L
				LOT/BLOCK:	0018/
MAP LOCATION:			**BACKORDER POLICY:**	Ship and Back Order	

REQUEST INFORMATION: L -Frame - Interior - 1st Floor (Truss/Deck/Interior) [4749351 - 16958944-000] [OP]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
2010.00	CONTRACT	12/12/2012	FW30Y70981 -FRAME LABOR-ONE STORYFRAME-80%	$1.56	$3135.60
				Subtotal:	$3135.60
				Tax Total:	$0.00
				Total:	**$3135.60**

Submitted by: Brandon Patterson [CRS-CM] 03/04/2013 8:38:52 AM

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Erin Magera

From: Lennar Homes LLC, Brandon Patterson [CRS-CM] <postmaster@hyphensolutions.net>
Sent: Monday, March 04, 2013 10:01 AM
To: gfbookkeeper@gmail.com; valmarnunes@gmail.com
Subject: The Abbey at Spring Grove-1886760, 18867600032 - 241 Maywood Drive, L -Frame - Interior - 1st Floor (Truss/Deck/Interi, BuildPro Order #17156363-000 (jme)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 17156363-000 OP **COST CODE:** 411205

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Brandon Patterson [CRS-CM]

PHONE:	(843) 743-6853	**FAX:**		**EMAIL:**	Brandon.Patterson@lennar.com

JOB INFORMATION:

DATE NEEDED:	03/09/2013	**JOB NAME:**	18867600032 - 241 Maywood Drive	**PLAN:**	2059
PO DATE:	03/04/2013	**JOB ADDRESS:**	241 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	C/R
				LOT/BLOCK:	0032/
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION: L -Frame - Interior - 1st Floor (Truss/Deck/Interior) [4749351 - 17156363-000] [OP]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
2475.00	CONTRACT	01/16/2013	FW30Y70981 -FRAME LABOR-ONE STORYFRAME-80%	$1.56	$3861.00
				Subtotal:	$3861.00
				Tax Total:	$0.00
				Total:	**$3861.00**

Submitted by: Brandon Patterson [CRS-CM] 03/04/2013 9:00:43 AM

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Erin Magera

From: Lennar Homes LLC, Brandon Patterson [CRS-CM] <postmaster@hyphensolutions.net>
Sent: Monday, March 04, 2013 10:02 AM
To: gfbookkeeper@gmail.com; valmarnunes@gmail.com
Subject: The Abbey at Spring Grove-1886760, 18867600033 - 239 Maywood Drive, L -Frame - Interior - 1st Floor (Truss/Deck/Interi, BuildPro Order #17183597-000 (jme)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 17183597-000 OP **COST CODE:** 411205

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:** **OFFICE:**	Helen Dray (843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Brandon Patterson [CRS-CM]

PHONE:	(843) 743-6853	**FAX:**		**EMAIL:**	Brandon.Patterson@lennar.com

JOB INFORMATION:

DATE NEEDED:	03/09/2013	**JOB NAME:**	18867600033 - 239 Maywood Drive	**PLAN:**	2073
PO DATE:	03/04/2013	**JOB ADDRESS:**	239 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:** **LOT/BLOCK:**	A/R 0033/
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION: L -Frame - Interior - 1st Floor (Truss/Deck/Interior) [4749351 - 17183597-000] [OP]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
2634.00	CONTRACT	01/18/2013	FW30Y70981 -FRAME LABOR-ONE STORYFRAME-80%	$1.56	$4109.04
				Subtotal:	$4109.04
				Tax Total:	$0.00
				Total:	**$4109.04**

Submitted by: Brandon Patterson [CRS-CM] 03/04/2013 9:02:02 AM

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Erin Magera

From: Lennar Homes LLC, Brandon Patterson [CRS-CM] <postmaster@hyphensolutions.net>
Sent: Monday, March 04, 2013 10:04 AM
To: gfbookkeeper@gmail.com; valmarnunes@gmail.com
Subject: The Abbey at Spring Grove-1886760, 18867600036 - 233 Maywood Drive, L -Frame - Interior - 1st Floor (Truss/Deck/Interi, BuildPro Order #17183679-000 (jme)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 17183679-000 OP **COST CODE:** 411205

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Brandon Patterson [CRS-CM]

PHONE:	(843) 743-6853	**FAX:**		**EMAIL:**	Brandon.Patterson@lennar.com

JOB INFORMATION:

DATE NEEDED:	03/13/2013	**JOB NAME:**	18867600036 - 233 Maywood Drive	**PLAN:**	2113
PO DATE:	03/04/2013	**JOB ADDRESS:**	233 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	C/R
				LOT/BLOCK:	0036/
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION: L -Frame - Interior - 1st Floor (Truss/Deck/Interior) [4749351 - 17183679-000] [OP]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
2566.00	CONTRACT	01/18/2013	FW30Y70981 -FRAME LABOR-ONE STORYFRAME-80%	$1.56	$4002.96
				Subtotal:	$4002.96
				Tax Total:	$0.00
				Total:	**$4002.96**

Submitted by: Brandon Patterson [CRS-CM] 03/04/2013 9:03:38 AM

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Erin Magera

From: Lennar Homes LLC, Brandon Patterson [CRS-CM] <postmaster@hyphensolutions.net>
Sent: Tuesday, March 12, 2013 1:56 PM
To: gfbookkeeper@gmail.com; valmarnunes@gmail.com
Subject: The Abbey at Spring Grove-1886760, 18867600018 - 236 Maywood Drive, L- Frame (2nd Draw) [4749351 - 16958945-000] [OP] , BuildPro Order #16958945-000 (jme)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 16958945-000 OP **COST CODE:** 411225

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Brandon Patterson [CRS-CM]

PHONE:	(843) 743-6853	**FAX:**		**EMAIL:**	Brandon.Patterson@lennar.com

JOB INFORMATION:

DATE NEEDED:	03/19/2013	**JOB NAME:**	18867600018 - 236 Maywood Drive	**PLAN:**	1480
PO DATE:	03/12/2013	**JOB ADDRESS:**	236 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	D/L
				LOT/BLOCK:	0018/
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION: L- Frame (2nd Draw) [4749351 - 16958945-000] [OP]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
2010.00	CONTRACT	12/12/2012	FW30Y70921 -FRAME LABOR-ONE STORYFRAME-20%	$0.39	$783.90
2010.00	CONTRACT	12/12/2012	FW30Y99995 -FRAME LABOR PRODUCTIONINCENTIVE	$0.40	$804.00
				Subtotal:	$1587.90
				Tax Total:	$0.00
				Total:	**$1587.90**

Submitted by: Brandon Patterson [CRS-CM] 03/12/2013 12:56:28 PM

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Erin Magera

From: Lennar Homes LLC, Brandon Patterson [CRS-CM] <postmaster@hyphensolutions.net>
Sent: Wednesday, March 20, 2013 10:14 AM
To: gfbookkeeper@gmail.com; valmamunes@gmail.com
Subject: The Abbey at Spring Grove-1886760, 18867600033 - 239 Maywood Drive, L- Frame (2nd Draw) [4749351 - 17183598-000] [OP] , BuildPro Order #17183598-000 (jme)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 17183598-000 OP **COST CODE:** 411225

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Brandon Patterson [CRS-CM]

PHONE:	(843) 743-6853	**FAX:**		**EMAIL:**	Brandon.Patterson@lennar.com

JOB INFORMATION:

DATE NEEDED:	03/21/2013	**JOB NAME:**	18867600033 - 239 Maywood Drive	**PLAN:**	2073
PO DATE:	03/20/2013	**JOB ADDRESS:**	239 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	A/R
				LOT/BLOCK:	0033/
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION: L- Frame (2nd Draw) [4749351 - 17183598-000] [OP]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
2634.00	CONTRACT	01/18/2013	FW30Y70921 -FRAME LABOR-ONE STORYFRAME-20%	$0.39	$1027.26
2634.00	CONTRACT	01/18/2013	FW30Y99995 -FRAME LABOR PRODUCTIONINCENTIVE	$0.40	$1053.60
				Subtotal:	$2080.86
				Tax Total:	$0.00
				Total:	**$2080.86**

Submitted by: Brandon Patterson [CRS-CM] 03/20/2013 9:14:02 AM

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Erin Magera

From: Lennar Homes LLC, Brandon Patterson [CRS-CM] <postmaster@hyphensolutions.net>
Sent: Wednesday, March 20, 2013 9:55 AM
To: gfbookkeeper@gmail.com; valmarnunes@gmail.com
Subject: The Abbey at Spring Grove-1886760, 18867600025 - 250 Maywood Drive, L- Frame (2nd Draw) [4749351 - 17183514-000] [OP] , BuildPro Order #17183514-000 (jme)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 17183514-000 OP **COST CODE:** 411225

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Brandon Patterson [CRS-CM]

PHONE:	(843) 743-6853	**FAX:**		**EMAIL:**	Brandon.Patterson@lennar.com

JOB INFORMATION:

DATE NEEDED:	03/21/2013	**JOB NAME:**	18867600025 - 250 Maywood Drive	**PLAN:**	1926
PO DATE:	03/20/2013	**JOB ADDRESS:**	250 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	B/L
				LOT/BLOCK:	0025/
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION: L- Frame (2nd Draw) [4749351 - 17183514-000] [OP]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
2635.00	CONTRACT	01/18/2013	FW30Y70921 -FRAME LABOR-ONE STORYFRAME-20%	$0.39	$1027.65
2635.00	CONTRACT	01/18/2013	FW30Y99995 -FRAME LABOR PRODUCTIONINCENTIVE	$0.40	$1054.00
				Subtotal:	$2081.65
				Tax Total:	$0.00
				Total:	**$2081.65**

Submitted by: Brandon Patterson [CRS-CM] 03/20/2013 8:55:10 AM

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Erin Magera

From: Lennar Homes LLC, Brandon Patterson [CRS-CM] <postmaster@hyphensolutions.net>
Sent: Wednesday, March 20, 2013 9:39 AM
To: gfbookkeeper@gmail.com; valmarnunes@gmail.com
Subject: The Abbey at Spring Grove-1886760, 18867600019 - 238 Maywood Drive, L- Frame (2nd Draw) [4749351 - 15938983-000] [OP] , BuildPro Order #15938983-000 (jme)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 15938983-000 OP **COST CODE:** 411225

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Brandon Patterson [CRS-CM]

PHONE:	(843) 743-6853	**FAX:**		**EMAIL:**	Brandon.Patterson@lennar.com

JOB INFORMATION:

DATE NEEDED:	03/21/2013	**JOB NAME:**	18867600019 - 238 Maywood Drive	**PLAN:**	1746
PO DATE:	03/20/2013	**JOB ADDRESS:**	238 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	A/L
				LOT/BLOCK:	0019/
MAP LOCATION:			**BACKORDER POLICY:**	Ship and Back Order	

REQUEST INFORMATION: L- Frame (2nd Draw) [4749351 - 15938983-000] [OP] [A]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
2308.00 CONTRACT		06/19/2012	FW30Y70921 -FRAME LABOR-ONE STORYFRAME-20%	$0.39	$900.12
2308.00 CONTRACT		06/19/2012	FW30Y99995 -FRAME LABOR PRODUCTIONINCENTIVE	$0.40	$923.20
				Subtotal:	$1823.32
				Tax Total:	$0.00
				Total:	**$1823.32**

Submitted by: Brandon Patterson [CRS-CM] 03/20/2013 8:39:02 AM

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Erin Magera

From: Lennar Homes LLC, Brandon Patterson [CRS-CM] <postmaster@hyphensolutions.net>
Sent: Wednesday, March 20, 2013 10:16 AM
To: gfbookkeeper@gmail.com; valmarnunes@gmail.com
Subject: The Abbey at Spring Grove-1886760, 18867600036 - 233 Maywood Drive, L- Frame (2nd Draw) [4749351 - 17183680-000] [OP] , BuildPro Order #17183680-000 (jme)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 17183680-000 OP **COST CODE:** 411225

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Brandon Patterson [CRS-CM]

PHONE:	(843) 743-6853	**FAX:**		**EMAIL:**	Brandon.Patterson@lennar.com

JOB INFORMATION:

DATE NEEDED:	03/22/2013	**JOB NAME:**	18867600036 - 233 Maywood Drive	**PLAN:**	2113
PO DATE:	03/20/2013	**JOB ADDRESS:**	233 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	C/R
				LOT/BLOCK:	0036/
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION: L- Frame (2nd Draw) [4749351 - 17183680-000] [OP]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
2566.00	CONTRACT	01/18/2013	FW30Y70921 -FRAME LABOR-ONE STORYFRAME-20%	$0.39	$1000.74
2566.00	CONTRACT	01/18/2013	FW30Y99995 -FRAME LABOR PRODUCTIONINCENTIVE	$0.40	$1026.40
				Subtotal:	$2027.14
				Tax Total:	$0.00
				Total:	**$2027.14**

Submitted by: Brandon Patterson [CRS-CM] 03/20/2013 9:15:32 AM

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Erin Magera

From: Brandon Patterson [CRS-CM] <postmaster@hyphensolutions.net>
Sent: Monday, April 01, 2013 9:38 AM
To: gfbookkeeper@gmail.com; valmarnunes@gmail.com
Subject: BuildPro Order #17823812-000 (int)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Extra Purchase Order Request EPO Reason: (A03) Backcharge	**ORDER #:** 17823812-000 UA **COST CODE:** 443401

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Brandon Patterson [CRS-CM]

PHONE:	(843) 743-6853	**FAX:**		**EMAIL:**	Brandon.Patterson@lennar.com

JOB INFORMATION:

DATE NEEDED:	03/29/2013	**JOB NAME:**	18867600022 - 244 Maywood Drive	**PLAN:**	1746
PO DATE:	04/01/2013	**JOB ADDRESS:**	244 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	A/L
				LOT/BLOCK:	0022/
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION: BC per B Patterson EPO M Cabinets [4749351 - 17823812-000] [UA]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
-1.00	CONTRACT	03/29/2013	BC per B Patterson EPO M Cabinets	$254.12	$-254.12
				Subtotal:	$-254.12
				Tax Total:	$0.00
				Total:	**$-254.12**

SUPPLIER INSTRUCTIONS:

BC per B Patterson EPO M Cabinets Backcharge guaranteed framing 254 12 to order new cabs for the master bathroom. The cab space was framed incorrectly.

Submitted by: Maria Spano [CRS-EXP] 04/01/2013 8:37:50 AM

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Erin Magera

From: Lennar Homes LLC, Brandon Patterson [CRS-CM] <postmaster@hyphensolutions.net>
Sent: Thursday, April 04, 2013 9:47 AM
To: gfbookkeeper@gmail.com; valmarnunes@gmail.com
Subject: The Abbey at Spring Grove-1886760, 18867600032 - 241 Maywood Drive, L- Frame (2nd Draw) [4749351 - 17156365-000] [OP] , BuildPro Order #17156365-000 (jme)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 17156365-000 OP **COST CODE:** 411225

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Brandon Patterson [CRS-CM]

PHONE:	(843) 743-6853	**FAX:**		**EMAIL:**	Brandon.Patterson@lennar.com

JOB INFORMATION:

DATE NEEDED:	04/05/2013	**JOB NAME:**	18867600032 - 241 Maywood Drive	**PLAN:**	2059
PO DATE:	04/04/2013	**JOB ADDRESS:**	241 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	C/R
				LOT/BLOCK:	0032/
MAP LOCATION:			**BACKORDER POLICY:**	Ship and Back Order	

REQUEST INFORMATION: L- Frame (2nd Draw) [4749351 - 17156365-000] [OP]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
2475.00	CONTRACT	01/16/2013	FW30Y70921 -FRAME LABOR-ONE STORYFRAME-20%	$0.39	$965.25
2475.00	CONTRACT	01/16/2013	FW30Y99995 -FRAME LABOR PRODUCTIONINCENTIVE	$0.40	$990.00
				Subtotal:	$1955.25
				Tax Total:	$0.00
				Total:	**$1955.25**

Submitted by: Brandon Patterson [CRS-CM] 04/04/2013 8:46:52 AM

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Erin Magera

From: Lennar Homes LLC, Gregory Leonard [CRS-TERM 3/3/14] <postmaster@hyphensolutions.net>
Sent: Friday, April 04, 2014 10:24 AM
To: gfbookkeeper@gmail.com; valmarnunes@gmail.com
Subject: The Abbey at Spring Grove-1886760, 18867600038 - 229 Maywood Drive, T-Storm Shutters H/W [4749351 - 17742970-000] [OP], BuildPro Order #17742970-000 (jme)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 17742970-000 OP **COST CODE:** 428210

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Caroline Baptista
		OFFICE:	(843) 200-8067
MAIN:	704-634-8831	**FAX:**	(843) 225-9824
FAX:	(555) 555-5555	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Gregory Leonard [CRS-TERM 3/3/14]

PHONE:	(843) 742-7752	**FAX:**		**EMAIL:**	Greg.leonard@lennar.com

JOB INFORMATION:

DATE NEEDED:	04/07/2014	**JOB NAME:**	18867600038 - 229 Maywood Drive	**PLAN:**	2073
PO DATE:	04/04/2014	**JOB ADDRESS:**	229 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	A/R
				LOT/BLOCK:	0038/
MAP LOCATION:			**BACKORDER POLICY:**	Ship and Back Order	

REQUEST INFORMATION: T-Storm Shutters H/W [4749351 - 17742970-000] [OP]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
17.00	CONTRACT	03/26/2013	FW63A02700 -TEMP STORM SHUTTEROSB	$8.00	$136.00
17.00	CONTRACT	03/26/2013	FW63A72700 -INSTALL TEMP STORM SHUTTEROSB	$11.00	$187.00
				Subtotal:	$323.00
				Tax Total:	$10.88
				Total:	**$333.88**

Submitted by: Robert Waller [CRS-CM] 04/04/2014 9:24:08 AM

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Erin Magera

From: Lennar Homes LLC, Brandon Patterson [CRS-CM] <postmaster@hyphensolutions.net>
Sent: Friday, April 12, 2013 9:36 AM
To: gfbookkeeper@gmail.com; valmarnunes@gmail.com
Subject: The Abbey at Spring Grove-1886760, 18867600023 - 246 Maywood Drive, L -Frame - Interior - 1st Floor (Truss/Deck/Interi, BuildPro Order #17435517-000 (jme)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 17435517-000 OP **COST CODE:** 411205

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Brandon Patterson [CRS-CM]

PHONE:	(843) 743-6853	**FAX:**		**EMAIL:**	Brandon.Patterson@lennar.com

JOB INFORMATION:

DATE NEEDED:	04/16/2013	**JOB NAME:**	18867600023 - 246 Maywood Drive	**PLAN:**	1774
PO DATE:	04/12/2013	**JOB ADDRESS:**	246 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	C/L
				LOT/BLOCK:	0023/
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION: L -Frame - Interior - 1st Floor (Truss/Deck/Interior) [4749351 - 17435517-000] [OP]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
2193.00	CONTRACT	02/20/2013	FW30Y70981 -FRAME LABOR-ONE STORYFRAME-80%	$1.56	$3421.08
				Subtotal:	$3421.08
				Tax Total:	$0.00
				Total:	**$3421.08**

Submitted by: Brandon Patterson [CRS-CM] 04/12/2013 8:36:21 AM

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Erin Magera

From: Brandon Patterson [CRS-CM] <postmaster@hyphensolutions.net>
Sent: Wednesday, April 17, 2013 12:44 PM
To: gfbookkeeper@gmail.com; valmarnunes@gmail.com
Subject: MH2BuildPro Order #17435517-000 Change Notice

Importance: High

Order Revision Notice

You should have previously received the following order. Please treat this document as a revision of the prior order.

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 17435517-000 OP **COST CODE:** 411205

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Brandon Patterson [CRS-CM]

PHONE:	(843) 743-6853	**FAX:**		**EMAIL:**	Brandon.Patterson@lennar.com

JOB INFORMATION:

DATE NEEDED:	04/16/2013	**JOB NAME:**	18867600023 - 246 Maywood Drive	**PLAN:**	1774
PO DATE:	04/12/2013	**JOB ADDRESS:**	246 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	C/L
				LOT/BLOCK:	0023/
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION:

L -Frame - Interior - 1st Floor (Truss/Deck/Interior) [4749351 - 17435517-000] [OP]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
2193.00	CONTRACT	02/20/2013	FW30Y70981 -FRAME LABOR-ONE STORYFRAME-80%	$1.88	$4122.84
				Subtotal:	$4122.84
				Tax Total:	$0.00
				Total:	**$4122.84**

Submitted by: Brandon Patterson [CRS-CM] 04/17/2013 11:44:29 AM

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Erin Magera

From: Lennar Homes LLC, Brandon Patterson [CRS-CM] <postmaster@hyphensolutions.net>
Sent: Tuesday, April 16, 2013 1:43 PM
To: gfbookkeeper@gmail.com; valmarnunes@gmail.com
Subject: The Abbey at Spring Grove-1886760, 18867600023 - 246 Maywood Drive, L- Frame (2nd Draw) [4749351 - 17435518-000] [OP] , BuildPro Order #17435518-000 (jme)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 17435518-000 OP **COST CODE:** 411225

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Brandon Patterson [CRS-CM]

PHONE:	(843) 743-6853	**FAX:**		**EMAIL:**	Brandon.Patterson@lennar.com

JOB INFORMATION:

DATE NEEDED:	04/25/2013	**JOB NAME:**	18867600023 - 246 Maywood Drive	**PLAN:**	1774
PO DATE:	04/16/2013	**JOB ADDRESS:**	246 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	C/L
				LOT/BLOCK:	0023/
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION: L- Frame (2nd Draw) [4749351 - 17435518-000] [OP]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
2193.00	CONTRACT	02/20/2013	FW30Y70921 -FRAME LABOR-ONE STORYFRAME-20%	$0.39	$855.27
2193.00	CONTRACT	02/20/2013	FW30Y99995 -FRAME LABOR PRODUCTIONINCENTIVE	$0.40	$877.20
				Subtotal:	$1732.47
				Tax Total:	$0.00
				Total:	**$1732.47**

Submitted by: Brandon Patterson [CRS-CM] 04/16/2013 12:42:46 PM

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Erin Magera

From: Brandon Patterson [CRS-CM] <postmaster@hyphensolutions.net>
Sent: Wednesday, April 17, 2013 12:45 PM
To: gfbookkeeper@gmail.com; valmamunes@gmail.com
Subject: MH2BuildPro Order #17435518-000 Change Notice

Importance: High

Order Revision Notice

You should have previously received the following order. Please treat this document as a revision of the prior order.

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 17435518-000 OP **COST CODE:** 411225

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Brandon Patterson [CRS-CM]

PHONE:	(843) 743-6853	**FAX:**		**EMAIL:**	Brandon.Patterson@lennar.com

JOB INFORMATION:

DATE NEEDED:	04/25/2013	**JOB NAME:**	18867600023 - 246 Maywood Drive	**PLAN:**	1774
PO DATE:	04/16/2013	**JOB ADDRESS:**	246 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	C/L
				LOT/BLOCK:	0023/
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION:

L- Frame (2nd Draw) [4749351 - 17435518-000] [OP]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
2193.00	CONTRACT	02/20/2013	FW30Y70921 -FRAME LABOR-ONE STORYFRAME-20%	$0.47	$1030.71
				Subtotal:	$1030.71
				Tax Total:	$0.00
				Total:	**$1030.71**

Submitted by: Brandon Patterson [CRS-CM] 04/17/2013 11:44:46 AM

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Erin Magera

From: Sean O'Reilly, [CRS-CM] <postmaster@hyphensolutions.net>
Sent: Thursday, July 11, 2013 12:57 PM
To: gfbookkeeper@gmail.com; valmarnunes@gmail.com
Subject: BuildPro Order #18586862-000 (int)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Extra Purchase Order Request EPO Reason: (A03) Backcharge	**ORDER #:** 18586862-000 UA **COST CODE:** 435615

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Sean O'Reilly, [CRS-CM]

PHONE:	843-200-6229	**FAX:**	843-388-8987	**EMAIL:**	sean.p.oreilly@lennar.com

JOB INFORMATION:

DATE NEEDED:	07/10/2013	**JOB NAME:**	18867600023 - 246 Maywood Drive	**PLAN:**	1774
PO DATE:	07/11/2013	**JOB ADDRESS:**	246 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	C/L
				LOT/BLOCK:	0023/
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION: BC per James Curwen - L-Interior Trim Final [4749351 - 18586862-000] [UA]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
-1.00	CONTRACT	07/10/2013	BC per James Curwen - L-Interior Trim Final	$150.00	$-150.00
				Subtotal:	$-150.00
				Tax Total:	$0.00
				Total:	**$-150.00**

SUPPLIER INSTRUCTIONS:

BC per James Curwen - L-Interior Trim Final - **backcharge guarented framing for 150.00** wall built 8 inches off. had to reframe wall, install new door, and retrim kitchen-bathroom Talked silvio and george on 6-25-13. Other amount is due to adding fireplace to completed home.

Submitted by: Tammy McCarthy [ROC-EXP] 07/11/2013 11:56:30 AM

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Erin Magera

From: Lennar Homes LLC, Brandon Patterson [term. 6/25/13] <postmaster@hyphensolutions.net>
Sent: Thursday, July 11, 2013 9:52 AM
To: gfbookkeeper@gmail.com; valmarnunes@gmail.com
Subject: The Abbey at Spring Grove-1886760, 18867600029 - 251 Maywood Drive, L -Frame - Interior - 1st Floor (Truss/Deck/Interi, BuildPro Order #17482925-000 (jme)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 17482925-000 OP **COST CODE:** 411205

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:** **OFFICE:**	Helen Dray (843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Brandon Patterson [term. 6/25/13]

PHONE:	(843) 743-6853	**FAX:**		**EMAIL:**	Brandon.Patterson@lennar.com

JOB INFORMATION:

DATE NEEDED:	07/16/2013	**JOB NAME:**	18867600029 - 251 Maywood Drive	**PLAN:**	2113
PO DATE:	07/11/2013	**JOB ADDRESS:**	251 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:** **LOT/BLOCK:**	B/L 0029/
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION: L -Frame - Interior - 1st Floor (Truss/Deck/Interior) [4749351 - 17482925-000] [OP]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
2546.00	CONTRACT	02/27/2013	FW30Y70981 -FRAME LABOR-ONE STORYFRAME-80%	$1.88	$4786.48

Subtotal:	$4786.48
Tax Total:	$0.00
Total:	**$4786.48**

Submitted by: James Curwen [CRS-CM] 07/11/2013 8:52:24 AM

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Erin Magera

From: Lennar Homes LLC, Brandon Patterson [term. 6/25/13] <postmaster@hyphensolutions.net>
Sent: Thursday, July 11, 2013 9:55 AM
To: gfbookkeeper@gmail.com; valmarnunes@gmail.com
Subject: The Abbey at Spring Grove-1886760, 18867600034 - 237 Maywood Drive, L -Frame - Interior - 1st Floor (Truss/Deck/Interi, BuildPro Order #17483014-000 (jme)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 17483014-000.OP **COST CODE:** 411205

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Brandon Patterson [term. 6/25/13]

PHONE:	(843) 743-6853	**FAX:**		**EMAIL:**	Brandon.Patterson@lennar.com

JOB INFORMATION:

DATE NEEDED:	07/16/2013	**JOB NAME:**	18867600034 - 237 Maywood Drive	**PLAN:**	1774
PO DATE:	07/11/2013	**JOB ADDRESS:**	237 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	B/R
				LOT/BLOCK:	0034/
MAP LOCATION:			**BACKORDER POLICY:**	Ship and Back Order	

REQUEST INFORMATION: L -Frame - Interior - 1st Floor (Truss/Deck/Interior) [4749351 - 17483014-000] [OP]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
2202.00	CONTRACT	02/27/2013	FW30Y70981 -FRAME LABOR-ONE STORYFRAME-80%	$1.88	$4139.76
				Subtotal:	$4139.76
				Tax Total:	$0.00
				Total:	**$4139.76**

Submitted by: James Curwen [CRS-CM] 07/11/2013 8:55:22 AM

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Erin Magera

From: Sean O'Reilly, [CRS-CM] <postmaster@hyphensolutions.net>
Sent: Wednesday, July 17, 2013 3:56 PM
To: gfbookkeeper@gmail.com; valmarnunes@gmail.com
Subject: BuildPro Order #18647412-000 (int)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Extra Purchase Order Request EPO Reason: (A03) Backcharge	**ORDER #:** 18647412-000 UA **COST CODE:** 455220

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Sean O'Reilly, [CRS-CM]

PHONE:	843-200-6229	**FAX:**	843-388-8987	**EMAIL:**	sean.p.orellly@lennar.com

JOB INFORMATION:

DATE NEEDED:	07/17/2013	**JOB NAME:**	18867600023 - 246 Maywood Drive	**PLAN:**	1774
PO DATE:	07/17/2013	**JOB ADDRESS:**	246 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	C/L
				LOT/BLOCK:	0023/
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION: BC per Sean O Reilly -Flooring-Ceramic Tile [4749351 - 18647412-000] [UA]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
-1.00	CONTRACT	07/17/2013	BC per Sean O Reilly -Flooring-Ceramic Tile	$229.00	$-229.00

Subtotal:	$-229.00
Tax Total:	$0.00
Total:	**$-229.00**

SUPPLIER INSTRUCTIONS:

BC per Sean O Reilly -Flooring-Ceramic Tile - ***backcharge guarenteed framing*** walked home with silvio and george on 6/24/13 reguarding framing errors and cost associated with getting errors corrected

Submitted by: Tammy McCarthy [ROC-EXP] 07/17/2013 2:55:35 PM

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Erin Magera

From: Brandon Patterson [term. 6/25/13] <postmaster@hyphensolutions.net>
Sent: Wednesday, July 24, 2013 12:46 PM
To: gfbookkeeper@gmail.com; valmarnunes@gmail.com
Subject: BuildPro Order #18685744-000 (int)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Extra Purchase Order Request EPO Reason: (A08) Price Adjustments	**ORDER #:** 18685744-000 UA **COST CODE:** 411205

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Brandon Patterson [term. 6/25/13]

PHONE:	(843) 743-6853	**FAX:**		**EMAIL:**	Brandon.Patterson@lennar.com

JOB INFORMATION:

DATE NEEDED:	07/23/2013	**JOB NAME:**	18867600029 - 251 Maywood Drive	**PLAN:**	2113
PO DATE:	07/24/2013	**JOB ADDRESS:**	251 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	B/L
				LOT/BLOCK:	0029/
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION:

EPO: L -Frame - Interior - 1st Floor (Truss/Deck/I [4749351 - 18685744-000] [UA]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
1.00	CONTRACT	07/24/2013	framing - price adjustment	$400.00	$400.00
				Subtotal:	$400.00
				Tax Total:	$0.00
				Total:	**$400.00**

SUPPLIER INSTRUCTIONS:

Price adjustment for framer to obtain more crews.

Submitted by: Marion Sprunkel, [CRS-PA] 07/24/2013 11:46:26 AM

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Erin Magera

From: Brandon Patterson [term. 6/25/13] <postmaster@hyphensolutions.net>
Sent: Wednesday, July 24, 2013 12:46 PM
To: gfbookkeeper@gmail.com; valmarnunes@gmail.com
Subject: BuildPro Order #18685746-000 (int)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Extra Purchase Order Request EPO Reason: (A08) Price Adjustments	**ORDER #:** 18685746-000 UA **COST CODE:** 411205

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Brandon Patterson [term. 6/25/13]

PHONE:	(843) 743-6853	**FAX:**		**EMAIL:**	Brandon.Patterson@lennar.com

JOB INFORMATION:

DATE NEEDED:	07/23/2013	**JOB NAME:**	18867600034 - 237 Maywood Drive	**PLAN:**	1774
PO DATE:	07/24/2013	**JOB ADDRESS:**	237 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	B/R
				LOT/BLOCK:	0034/
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION: EPO: L -Frame - Interior - 1st Floor (Truss/Deck/I [4749351 - 18685746-000] [UA]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
1.00	CONTRACT	07/24/2013	framing - price adjustment	$400.00	$400.00
				Subtotal:	$400.00
				Tax Total:	$0.00
				Total:	**$400.00**

SUPPLIER INSTRUCTIONS:

Price adjustment for framer to obtain more crews.

Submitted by: Marion Sprunkel, [CRS-PA] 07/24/2013 11:46:03 AM

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Erin Magera

From: Sean O'Reilly, [CRS-CM] <postmaster@hyphensolutions.net>
Sent: Wednesday, July 24, 2013 12:46 PM
To: gfbookkeeper@gmail.com; valmarnunes@gmail.com
Subject: BuildPro Order #18685754-000 (int)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Extra Purchase Order Request EPO Reason: (A08) Price Adjustments	**ORDER #:** 18685754-000 UA **COST CODE:** 411205

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Sean O'Reilly, [CRS-CM]

PHONE:	843-200-6229	**FAX:**	843-388-8987	**EMAIL:**	sean.p.oreilly@lennar.com

JOB INFORMATION:

DATE NEEDED:	07/23/2013	**JOB NAME:**	18867600035 - 235 Maywood Drive	**PLAN:**	1774
PO DATE:	07/24/2013	**JOB ADDRESS:**	235 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	A/R
				LOT/BLOCK:	0035/
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION: EPO: L -Frame - Interior - 1st Floor (Truss/Deck/I [4749351 - 18685754-000] [UA]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
1.00	CONTRACT	07/24/2013	framing - price adjustment	$400.00	$400.00
				Subtotal:	$400.00
				Tax Total:	$0.00
				Total:	**$400.00**

SUPPLIER INSTRUCTIONS:

Price adjustment for framer to obtain more crews.

Submitted by: Marion Sprunkel, [CRS-PA] 07/24/2013 11:46:27 AM

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Erin Magera

From: Mac Smith, [CRS-DOC] <postmaster@hyphensolutions.net>
Sent: Wednesday, July 24, 2013 12:46 PM
To: gfbookkeeper@gmail.com; valmarnunes@gmail.com
Subject: BuildPro Order #18685764-000 (int)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Extra Purchase Order Request EPO Reason: (A08) Price Adjustments	**ORDER #:** 18685764-000 UA **COST CODE:** 411205

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Mac Smith, [CRS-DOC]

PHONE:	843-388-8989	**FAX:**	843-388-8987	**EMAIL:**	william.maxwell.smith@lennar.com

JOB INFORMATION:

DATE NEEDED:	07/23/2013	**JOB NAME:**	18867600024 - 248 Maywood Drive	**PLAN:**	1774
PO DATE:	07/24/2013	**JOB ADDRESS:**	248 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	B/L
				LOT/BLOCK:	0024/
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION: EPO: L-Frame-Interior-1st Floor (Truss/Deck/Interi [4749351 - 18685764-000] [UA]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
1.00	CONTRACT	07/24/2013	Framing - price adjustment	$400.00	$400.00
				Subtotal:	$400.00
				Tax Total:	$0.00
				Total:	**$400.00**

SUPPLIER INSTRUCTIONS:

Price adjustment for framer to obtain more crews.

Submitted by: Marion Sprunkel, [CRS-PA] 07/24/2013 11:46:22 AM

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Erin Magera

From: Sean O'Reilly, [CRS-CM] <postmaster@hyphensolutions.net>
Sent: Wednesday, July 24, 2013 12:47 PM
To: gfbookkeeper@gmail.com; valmarnunes@gmail.com
Subject: BuildPro Order #18685750-000 (int)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Extra Purchase Order Request EPO Reason: (A08) Price Adjustments	**ORDER #:** 18685750-000 UA **COST CODE:** 411205

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Sean O'Reilly, [CRS-CM]

PHONE:	843-200-6229	**FAX:**	843-388-8987	**EMAIL:**	sean.p.oreilly@lennar.com

JOB INFORMATION:

DATE NEEDED:	07/23/2013	**JOB NAME:**	18867600037 - 231 Maywood Drive	**PLAN:**	2059
PO DATE:	07/24/2013	**JOB ADDRESS:**	231 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	C/R
				LOT/BLOCK:	0037/
MAP LOCATION:			**BACKORDER POLICY:**	Ship and Back Order	

REQUEST INFORMATION:

EPO: L -Frame - Interior - 1st Floor (Truss/Deck/I [4749351 - 18685750-000] [UA]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
1.00	CONTRACT	07/24/2013	framing - price adjustment	$400.00	$400.00

Subtotal:	$400.00
Tax Total:	$0.00
Total:	**$400.00**

SUPPLIER INSTRUCTIONS:

Price adjustment for framer to obtain more crews.

Submitted by: Marion Sprunkel, [CRS-PA] 07/24/2013 11:46:52 AM

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Erin Magera

From: Mac Smith, [CRS-DOC] <postmaster@hyphensolutions.net>
Sent: Wednesday, July 24, 2013 12:46 PM
To: gfbookkeeper@gmail.com; valmamunes@gmail.com
Subject: BuildPro Order #18685752-000 (int)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Extra Purchase Order Request EPO Reason: (A08) Price Adjustments	**ORDER #:** 18685752-000 UA **COST CODE:** 411205

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Mac Smith, [CRS-DOC]

PHONE:	843-388-8989	**FAX:**	843-388-8987	**EMAIL:**	william.maxwell.smith@lennar.com

JOB INFORMATION:

DATE NEEDED:	07/24/2013	**JOB NAME:**	18867600038 - 229 Maywood Drive	**PLAN:**	2073
PO DATE:	07/24/2013	**JOB ADDRESS:**	229 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	A/R
				LOT/BLOCK:	0038/
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION: EPO: L -Frame - Interior - 1st Floor (Truss/Deck/I [4749351 - 18685752-000] [UA]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
1.00	CONTRACT	07/24/2013	framing price adjustment	$400.00	$400.00
				Subtotal:	$400.00
				Tax Total:	$0.00
				Total:	**$400.00**

SUPPLIER INSTRUCTIONS:

framing price adjustment so framer can obtain more crews due to volumne

Submitted by: Marion Sprunkel, [CRS-PA] 07/24/2013 11:46:00 AM

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Erin Magera

From: Lennar Homes LLC, Sean O'Reilly, [CRS-CM] <postmaster@hyphensolutions.net>
Sent: Thursday, July 25, 2013 3:17 PM
To: gfbookkeeper@gmail.com; valmarnunes@gmail.com
Subject: The Abbey at Spring Grove-1886760, 18867600037 - 231 Maywood Drive, L -Frame - Interior - 1st Floor (Truss/Deck/Interi, BuildPro Order #17699471-000 (jme)

Importance: High

Flag Status: Flagged

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 17699471-000 OP **COST CODE:** 411205

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Sean O'Reilly, [CRS-CM]

PHONE:	843-200-6229	**FAX:**	843-388-8987	**EMAIL:**	sean.p.oreilly@lennar.com

JOB INFORMATION:

DATE NEEDED:	07/26/2013	**JOB NAME:**	18867600037 - 231 Maywood Drive	**PLAN:**	2059
PO DATE:	07/25/2013	**JOB ADDRESS:**	231 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	C/R
				LOT/BLOCK:	0037/
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION: L -Frame - Interior - 1st Floor (Truss/Deck/Interior) [4749351 - 17699471-000] [OP]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
2475.00	CONTRACT	03/22/2013	FW30Y70981 -FRAME LABOR-ONE STORYFRAME-80%	$1.88	$4653.00
				Subtotal:	$4653.00
				Tax Total:	$0.00
				Total:	**$4653.00**

Submitted by: James Curwen [CRS-CM] 07/25/2013 2:16:57 PM

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Erin Magera

From: Brandon Patterson [term. 6/25/13] <postmaster@hyphensolutions.net>
Sent: Tuesday, August 27, 2013 3:57 PM
To: gfbookkeeper@gmail.com; valmarnunes@gmail.com
Subject: BuildPro Order #18930579-000 (int)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Extra Purchase Order Request EPO Reason: (W30) Warranty Backcharge	**ORDER #:** 18930579-000 UA **COST CODE:** 7130

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Brandon Patterson [term. 6/25/13]

PHONE:	(843) 743-6853	**FAX:**		**EMAIL:**	Brandon.Patterson@lennar.com

JOB INFORMATION:

DATE NEEDED:	08/07/2013	**JOB NAME:**	18867600020 - 240 Maywood Drive	**PLAN:**	2059
PO DATE:	08/27/2013	**JOB ADDRESS:**	240 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	C/L
				LOT/BLOCK:	0020/
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION: Warranty BC - 7/9/2013 [4749351 - 18930579-000] [UA]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
-1.00	CONTRACT	08/07/2013	Warranty BC - 7/9/2013	$85.00	$-85.00
				Subtotal:	$-85.00
				Tax Total:	$0.00
				Total:	**$-85.00**

SUPPLIER INSTRUCTIONS:

Warranty BC - 7/9/2013 - pull carpet due to floor squeak. and reinstall

Submitted by: Tammy McCarthy [ROC-EXP] 08/27/2013 2:56:45 PM

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Erin Magera

From: Lennar Homes LLC, Sean O'Reilly, [CRS-CM] <postmaster@hyphensolutions.net>
Sent: Tuesday, August 06, 2013 3:48 PM
To: gfbookkeeper@gmail.com; valmarnunes@gmail.com
Subject: The Abbey at Spring Grove-1886760, 18867600037 - 231 Maywood Drive, L -Frame - Interior - 1st Floor (Truss/Deck/Interi, BuildPro Order #17699471-000 Reschedule Notice (jme)

Importance: High

Order Reschedule Notice

You should have previously received the following order. Please treat this document as notification for a reschedule of the prior order.

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 17699471-000 OP **COST CODE:** 411205

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Sean O'Reilly, [CRS-CM]

PHONE:	843-200-6229	**FAX:**	843-388-8987	**EMAIL:**	sean.p.oreilly@lennar.com

JOB INFORMATION:

DATE NEEDED:	08/12/2013	**JOB NAME:**	18867600037 - 231 Maywood Drive	**PLAN:**	2059
PO DATE:	07/25/2013	**JOB ADDRESS:**	231 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	C/R
				LOT/BLOCK:	0037/
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION:

L -Frame - Interior - 1st Floor (Truss/Deck/Interior) [4749351 - 17699471-000] [OP]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
2475.00	CONTRACT	03/22/2013	FW30Y70981 -FRAME LABOR-ONE STORYFRAME-80%	$1.88	$4653.00
				Subtotal:	$4653.00
				Tax Total:	$0.00
				Total:	**$4653.00**

Submitted by: James Curwen [CRS-CM] 08/06/2013 2:47:32 PM

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Erin Magera

From: Lennar Homes LLC, Sean O'Reilly, [CRS-CM] <postmaster@hyphensolutions.net>
Sent: Monday, August 12, 2013 1:58 PM
To: gfbookkeeper@gmail.com; valmarnunes@gmail.com
Subject: The Abbey at Spring Grove-1886760, 18867600025 - 250 Maywood Drive, T-Storm Shutters H/W [4749351 - 17183534-000] [OP], BuildPro Order #17183534-000 (jme)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 17183534-000 OP **COST CODE:** 428210

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Sean O'Reilly, [CRS-CM]

PHONE:	843-200-6229	**FAX:**	843-388-8987	**EMAIL:**	sean.p.oreilly@lennar.com

JOB INFORMATION:

DATE NEEDED:	08/13/2013	**JOB NAME:**	18867600025 - 250 Maywood Drive	**PLAN:**	1926
PO DATE:	08/12/2013	**JOB ADDRESS:**	250 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	B/L
				LOT/BLOCK:	0025/
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION: T-Storm Shutters H/W [4749351 - 17183534-000] [OP]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
12.00	CONTRACT	01/18/2013	FW63A02700 -TEMP STORM SHUTTEROSB	$8.00	$96.00
12.00	CONTRACT	01/18/2013	FW63A72700 -INSTALL TEMP STORM SHUTTEROSB	$11.00	$132.00
				Subtotal:	$228.00
				Tax Total:	$7.68
				Total:	**$235.68**

Submitted by: Sean O'Reilly, [CRS-CM] 08/12/2013 12:58:18 PM

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Erin Magera

From: Lennar Homes LLC, Brandon Patterson [term. 6/25/13] <postmaster@hyphensolutions.net>
Sent: Tuesday, August 06, 2013 3:19 PM
To: gfbookkeeper@gmail.com; valmarnunes@gmail.com
Subject: The Abbey at Spring Grove-1886760, 18867600029 - 251 Maywood Drive, L- Frame (2nd Draw) [4749351 - 17482926-000] [OP] , BuildPro Order #17482926-000 (jme)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 17482926-000 OP **COST CODE:** 411225

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Brandon Patterson [term. 6/25/13]

PHONE:	(843) 743-6853	**FAX:**		**EMAIL:**	Brandon.Patterson@lennar.com

JOB INFORMATION:

DATE NEEDED:	08/14/2013	**JOB NAME:**	18867600029 - 251 Maywood Drive	**PLAN:**	2113
PO DATE:	08/06/2013	**JOB ADDRESS:**	251 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	B/L
				LOT/BLOCK:	0029/
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION: L- Frame (2nd Draw) [4749351 - 17482926-000] [OP]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
2546.00	CONTRACT	02/27/2013	FW30Y70921 -FRAME LABOR-ONE STORYFRAME-20%	$0.47	$1196.62
				Subtotal:	$1196.62
				Tax Total:	$0.00
				Total:	**$1196.62**

Submitted by: James Curwen [CRS-CM] 08/06/2013 2:19:14 PM

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Erin Magera

From: Lennar Homes LLC, Sean O'Reilly, [CRS-CM] <postmaster@hyphensolutions.net>
Sent: Monday, August 12, 2013 1:20 PM
To: gfbookkeeper@gmail.com; valmarnunes@gmail.com
Subject: The Abbey at Spring Grove-1886760, 18867600037 - 231 Maywood Drive, L -Frame - Interior - 1st Floor (Truss/Deck/Interi, BuildPro Order #17699471-000 Reschedule Notice (jme)

Importance: High

Order Reschedule Notice

You should have previously received the following order. Please treat this document as notification for a reschedule of the prior order.

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 17699471-000 OP **COST CODE:** 411205

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Sean O'Reilly, [CRS-CM]

PHONE:	843-200-6229	**FAX:**	843-388-8987	**EMAIL:**	sean.p.oreilly@lennar.com

JOB INFORMATION:

DATE NEEDED:	08/16/2013	**JOB NAME:**	18867600037 - 231 Maywood Drive	**PLAN:**	2059
PO DATE:	07/25/2013	**JOB ADDRESS:**	231 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	C/R
				LOT/BLOCK:	0037/
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION: L -Frame - Interior - 1st Floor (Truss/Deck/Interior) [4749351 - 17699471-000] [OP]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
2475.00	CONTRACT	03/22/2013	FW30Y70981 -FRAME LABOR-ONE STORYFRAME-80%	$1.88	$4653.00
				Subtotal:	$4653.00
				Tax Total:	$0.00
				Total:	**$4653.00**

Submitted by: James Curwen [CRS-CM] 08/12/2013 12:20:20 PM

Powered by Hyphen Solutions - http://www.hyphensolutions.com

Erin Magera

From: Lennar Homes LLC, Sean O'Reilly, [CRS-CM] <postmaster@hyphensolutions.net>
Sent: Monday, August 12, 2013 1:18 PM
To: gfbookkeeper@gmail.com; valmarnunes@gmail.com
Subject: The Abbey at Spring Grove-1886760, 18867600037 - 231 Maywood Drive, EPO: L - Frame - Interior - 1st Floor (Truss/Deck/I, BuildPro Order #18685750-000 Reschedule Notice (jme)

Importance: High

Order Reschedule Notice

You should have previously received the following order. Please treat this document as notification for a reschedule of the prior order.

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Extra Purchase Order Request EPO Reason: (A08) Price Adjustments	**ORDER #:** 18685750-000 UA **COST CODE:** 411205

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Sean O'Reilly, [CRS-CM]

PHONE:	843-200-6229	**FAX:**	843-388-8987	**EMAIL:**	sean.p.oreilly@lennar.com

JOB INFORMATION:

DATE NEEDED:	08/16/2013	**JOB NAME:**	18867600037 - 231 Maywood Drive	**PLAN:**	2059
PO DATE:	07/24/2013	**JOB ADDRESS:**	231 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	C/R
				LOT/BLOCK:	0037/
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION:

EPO: L -Frame - Interior - 1st Floor (Truss/Deck/I [4749351 - 18685750-000] [UA]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
1.00	CONTRACT	07/24/2013	framing - price adjustment	$400.00	$400.00
				Subtotal:	$400.00
				Tax Total:	$0.00
				Total:	**$400.00**

Submitted by: Marion Sprunkel, [CRS-PA] 08/12/2013 12:17:57 PM

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Erin Magera

From: Lennar Homes LLC, Brandon Patterson [term. 6/25/13] <postmaster@hyphensolutions.net>
Sent: Tuesday, August 06, 2013 3:27 PM
To: gfbookkeeper@gmail.com; valmamunes@gmail.com
Subject: The Abbey at Spring Grove-1886760, 18867600034 - 237 Maywood Drive, L- Frame (2nd Draw) [4749351 - 17483015-000] [OP] , BuildPro Order #17483015-000 (jme)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 17483015-000 OP **COST CODE:** 411225

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Brandon Patterson [term. 6/25/13]

PHONE:	(843) 743-6853	**FAX:**		**EMAIL:**	Brandon.Patterson@lennar.com

JOB INFORMATION:

DATE NEEDED:	08/20/2013	**JOB NAME:**	18867600034 - 237 Maywood Drive	**PLAN:**	1774
PO DATE:	08/06/2013	**JOB ADDRESS:**	237 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	B/R
				LOT/BLOCK:	0034/
MAP LOCATION:			**BACKORDER POLICY:**	Ship and Back Order	

REQUEST INFORMATION: L- Frame (2nd Draw) [4749351 - 17483015-000] [OP]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
2202.00	CONTRACT	02/27/2013	FW30Y70921 -FRAME LABOR-ONE STORYFRAME-20%	$0.47	$1034.94
				Subtotal:	$1034.94
				Tax Total:	$0.00
				Total:	**$1034.94**

Submitted by: James Curwen [CRS-CM] 08/06/2013 2:26:45 PM

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Erin Magera

From: Brandon Patterson [term. 6/25/13] <postmaster@hyphensolutions.net>
Sent: Friday, September 20, 2013 3:44 PM
To: gfbookkeeper@gmail.com; valmarnunes@gmail.com
Subject: BuildPro Order #19097960-000 (int)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Extra Purchase Order Request EPO Reason: (W30) Warranty Backcharge	**ORDER #:** 19097960-000 UA **COST CODE:** 7130

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Brandon Patterson [term. 6/25/13]

PHONE:	(843) 743-6853	**FAX:**		**EMAIL:**	Brandon.Patterson@lennar.com

JOB INFORMATION:

DATE NEEDED:	08/27/2013	**JOB NAME:**	18867600041 - 219 Maywood Drive	**PLAN:**	1926
PO DATE:	09/20/2013	**JOB ADDRESS:**	219 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	A/L
				LOT/BLOCK:	0041/
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION:

Warranty BC - Removal and reinstall of four columns [4749351 - 19097960-000] [UA]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
1.00	CONTRACT	09/20/2013	Porch work	$600.00	$600.00
				Subtotal:	$600.00
				Tax Total:	$0.00
				Total:	**$600.00**

SUPPLIER INSTRUCTIONS:

Removal and reinstall of four columns (6x6) to porch rehab job.

Submitted by: Mike Mizell [CRS-CCR] 09/20/2013 2:44:25 PM

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Erin Magera

From: Lennar Homes LLC, Sean O'Reilly, [term 8/27/2013] <postmaster@hyphensolutions.net>
Sent: Thursday, September 05, 2013 9:36 AM
To: gfbookkeeper@gmail.com; valmarnunes@gmail.com
Subject: The Abbey at Spring Grove-1886760, 18867600035 - 235 Maywood Drive, L -Frame - Interior - 1st Floor (Truss/Deck/Interi, BuildPro Order #17788271-000 (jme)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 17788271-000 OP **COST CODE:** 411205

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Sean O'Reilly, [term 8/27/2013]

PHONE:	843-200-6229	**FAX:**	843-388-8987	**EMAIL:**	sean.p.oreilly@lennar.com

JOB INFORMATION:

DATE NEEDED:	09/10/2013	**JOB NAME:**	18867600035 - 235 Maywood Drive	**PLAN:**	1774
PO DATE:	09/05/2013	**JOB ADDRESS:**	235 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	A/R
				LOT/BLOCK:	0035/
MAP LOCATION:			**BACKORDER POLICY:**	Ship and Back Order	

REQUEST INFORMATION: L -Frame - Interior - 1st Floor (Truss/Deck/Interior) [4749351 - 17788271-000] [OP]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
2197.00	CONTRACT	03/28/2013	FW30Y70981 -FRAME LABOR-ONE STORYFRAME-80%	$1.88	$4130.36
				Subtotal:	$4130.36
				Tax Total:	$0.00
				Total:	**$4130.36**

Submitted by: Jamie McCarthy [CRS-CM] 09/05/2013 8:36:29 AM

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Erin Magera

From: Lennar Homes LLC, Sean O'Reilly, [term 8/27/2013] <postmaster@hyphensolutions.net>
Sent: Tuesday, September 10, 2013 1:09 PM
To: gfbookkeeper@gmail.com; valmarnunes@gmail.com
Subject: The Abbey at Spring Grove-1886760, 18867600037 - 231 Maywood Drive, L- Frame (2nd Draw) [4749351 - 17699472-000] [OP] , BuildPro Order #17699472-000 (jme)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 17699472-000 OP **COST CODE:** 411225

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Sean O'Reilly, [term 8/27/2013]

PHONE:	843-200-6229	**FAX:**	843-388-8987	**EMAIL:**	sean.p.oreilly@lennar.com

JOB INFORMATION:

DATE NEEDED:	09/11/2013	**JOB NAME:**	18867600037 - 231 Maywood Drive	**PLAN:**	2059
PO DATE:	09/10/2013	**JOB ADDRESS:**	231 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	C/R
				LOT/BLOCK:	0037/
MAP LOCATION:			**BACKORDER POLICY:**	Ship and Back Order	

REQUEST INFORMATION: L- Frame (2nd Draw) [4749351 - 17699472-000] [OP]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
2475.00	CONTRACT	03/22/2013	FW30Y70921 -FRAME LABOR-ONE STORYFRAME-20%	$0.47	$1163.25
				Subtotal:	$1163.25
				Tax Total:	$0.00
				Total:	**$1163.25**

Submitted by: Jamie McCarthy [CRS-CM] 09/10/2013 12:08:26 PM

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Erin Magera

From: Sean O'Reilly, [term 8/27/2013] <postmaster@hyphensolutions.net>
Sent: Wednesday, September 18, 2013 12:47 PM
To: gfbookkeeper@gmail.com; valmarnunes@gmail.com
Subject: BuildPro Order #19074588-000 (int)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Extra Purchase Order Request EPO Reason: (A05) Construction	**ORDER #:** 19074588-000 UA **COST CODE:** 411205

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Sean O'Reilly, [term 8/27/2013]

PHONE:	843-200-6229	**FAX:**	843-388-8987	**EMAIL:**	sean.p.oreilly@lennar.com

JOB INFORMATION:

DATE NEEDED:	09/17/2013	**JOB NAME:**	18867600023 - 246 Maywood Drive	**PLAN:**	1774
PO DATE:	09/18/2013	**JOB ADDRESS:**	246 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	C/L
				LOT/BLOCK:	0023/
MAP LOCATION:			**BACKORDER POLICY:**	Ship and Back Order	

REQUEST INFORMATION: EPO: L -Frame - Interior - 1st Floor (Truss/Deck/I [4749351 - 19074588-000] [UA]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
1.00	CONTRACT	09/18/2013	Fireplace frame	$350.00	$350.00
				Subtotal:	$350.00
				Tax Total:	$0.00
				Total:	**$350.00**

SUPPLIER INSTRUCTIONS:

Invoice 11113

Submitted by: Jamie McCarthy [CRS-CM] 09/18/2013 11:46:53 AM

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Erin Magera

From: Lennar Homes LLC, Mac Smith, [term. 090313] <postmaster@hyphensolutions.net>
Sent: Tuesday, September 17, 2013 9:57 AM
To: gfbookkeeper@gmail.com; valmarnunes@gmail.com
Subject: The Abbey at Spring Grove-1886760, 18867600024 - 248 Maywood Drive, L-Frame (2nd Draw) [4749351 - 18538841-000] [OP] , BuildPro Order #18538841-000 (jme)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 18538841-000 OP **COST CODE:** 411225

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Mac Smith, [term. 090313]

PHONE:	843-388-8989	**FAX:**	843-388-8987	**EMAIL:**	william.maxwell.smith@lennar.com

JOB INFORMATION:

DATE NEEDED:	09/18/2013	**JOB NAME:**	18867600024 - 248 Maywood Drive	**PLAN:**	1774
PO DATE:	09/17/2013	**JOB ADDRESS:**	248 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	B/L
				LOT/BLOCK:	0024/
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION: L-Frame (2nd Draw) [4749351 - 18538841-000] [OP]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
2202.00	CONTRACT	07/08/2013	FW30Y70921 -FRAME LABOR-ONE STORYFRAME-20%	$0.47	$1034.94
				Subtotal:	$1034.94
				Tax Total:	$0.00
				Total:	**$1034.94**

Submitted by: Jamie McCarthy [CRS-CM] 09/17/2013 8:56:39 AM

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Erin Magera

From: Lennar Homes LLC, Mac Smith, [term. 090313] <postmaster@hyphensolutions.net>
Sent: Tuesday, September 17, 2013 9:56 AM
To: gfbookkeeper@gmail.com; valmarnunes@gmail.com
Subject: The Abbey at Spring Grove-1886760, 18867600024 - 248 Maywood Drive, L-Frame-Interior-1st Floor (Truss/Deck/Interior) [, BuildPro Order #18538840-000 (jme)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 18538840-000 OP **COST CODE:** 411205

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Mac Smith, [term. 090313]

PHONE:	843-388-8989	**FAX:**	843-388-8987	**EMAIL:**	william.maxwell.smith@lennar.com

JOB INFORMATION:

DATE NEEDED:	09/18/2013	**JOB NAME:**	18867600024 - 248 Maywood Drive	**PLAN:**	1774
PO DATE:	09/17/2013	**JOB ADDRESS:**	248 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	B/L
				LOT/BLOCK:	0024/
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION: L-Frame-Interior-1st Floor (Truss/Deck/Interior) [4749351 - 18538840-000] [OP]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
2202.00	CONTRACT	07/08/2013	FW30Y70981 -FRAME LABOR-ONE STORYFRAME-80%	$1.88	$4139.76
				Subtotal:	$4139.76
				Tax Total:	$0.00
				Total:	**$4139.76**

Submitted by: Jamie McCarthy [CRS-CM] 09/17/2013 8:56:24 AM

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Erin Magera

From: Lennar Homes LLC, Brandon Patterson [term. 6/25/13] <postmaster@hyphensolutions.net>
Sent: Friday, September 20, 2013 8:06 PM
To: gfbookkeeper@gmail.com; valmarnunes@gmail.com
Subject: The Abbey at Spring Grove-1886760, 18867600004 - 208 Maywood Drive, T-Storm Shutters H/W [4749351 - 16488317-000] [OP], BuildPro Order #16488317-000 (jme)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 16488317-000 OP **COST CODE:** 428210

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	(843)388-8989	**FAX:**	(843) 225-9824
FAX:	(843)388-8987	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Brandon Patterson [term. 6/25/13]

PHONE:	(843) 743-6853	**FAX:**		**EMAIL:**	Brandon.Patterson@lennar.com

JOB INFORMATION:

DATE NEEDED:	09/23/2013	**JOB NAME:**	18867600004 - 208 Maywood Drive	**PLAN:**	1926
PO DATE:	09/20/2013	**JOB ADDRESS:**	208 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	B/L
				LOT/BLOCK:	0004/
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION: T-Storm Shutters H/W [4749351 - 16488317-000] [OP]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
12.00	CONTRACT	09/26/2012	FW63A02700 -TEMP STORM SHUTTEROSB	$8.00	$96.00
12.00	CONTRACT	09/26/2012	FW63A72700 -INSTALL TEMP STORM SHUTTEROSB	$11.00	$132.00
				Subtotal:	$228.00
				Tax Total:	$7.68
				Total:	**$235.68**

Submitted by: James Curwen [CRS-CM] 09/20/2013 7:06:21 PM

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Erin Magera

From: Lennar Homes LLC, Jamie McCarthy [CRS-CM] <postmaster@hyphensolutions.net>
Sent: Friday, September 27, 2013 3:06 PM
To: gfbookkeeper@gmail.com; valmarnunes@gmail.com
Subject: The Abbey at Spring Grove-1886760, 18867600030 - 247 Maywood Drive, L -Frame - Interior - 1st Floor (Truss/Deck/Interi, BuildPro Order #18490584-000 (jme)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 18490584-000 OP **COST CODE:** 411205

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	704-634-8831	**FAX:**	(843) 225-9824
FAX:	(555) 555-5555	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Jamie McCarthy [CRS-CM]

PHONE:	(843)-743-5997	**FAX:**	(843) 832-6640	**EMAIL:**	jamie.mccarthy@lennar.com

JOB INFORMATION:

DATE NEEDED:	09/30/2013	**JOB NAME:**	18867600030 - 247 Maywood Drive	**PLAN:**	1480
PO DATE:	09/27/2013	**JOB ADDRESS:**	247 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	D/R
				LOT/BLOCK:	0030/
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION: L -Frame - Interior - 1st Floor (Truss/Deck/Interior) [4749351 - 18490584-000] [OP]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
2010.00	CONTRACT	07/01/2013	FW30Y70981 -FRAME LABOR-ONE STORYFRAME-80%	$1.88	$3778.80
				Subtotal:	$3778.80
				Tax Total:	$0.00
				Total:	**$3778.80**

Submitted by: Jamie McCarthy [CRS-CM] 09/27/2013 2:06:27 PM

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Erin Magera

From: Lennar Homes LLC, Jamie McCarthy [CRS-CM] <postmaster@hyphensolutions.net>
Sent: Friday, September 27, 2013 3:06 PM
To: gfbookkeeper@gmail.com; valmarnunes@gmail.com
Subject: The Abbey at Spring Grove-1886760, 18867600030 - 247 Maywood Drive, L- Frame (2nd Draw) [4749351 - 18490585-000] [OP] , BuildPro Order #18490585-000 (jme)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 18490585-000 OP **COST CODE:** 411225

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	704-634-8831	**FAX:**	(843) 225-9824
FAX:	(555) 555-5555	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Jamie McCarthy [CRS-CM]

PHONE:	(843)-743-5997	**FAX:**	(843) 832-6640	**EMAIL:**	jamie.mccarthy@lennar.com

JOB INFORMATION:

DATE NEEDED:	09/30/2013	**JOB NAME:**	18867600030 - 247 Maywood Drive	**PLAN:**	1480
PO DATE:	09/27/2013	**JOB ADDRESS:**	247 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	D/R
				LOT/BLOCK:	0030/
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION: L- Frame (2nd Draw) [4749351 - 18490585-000] [OP]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
2010.00	CONTRACT	07/01/2013	FW30Y70921 -FRAME LABOR-ONE STORYFRAME-20%	$0.47	$944.70
				Subtotal:	$944.70
				Tax Total:	$0.00
				Total:	**$944.70**

Submitted by: Jamie McCarthy [CRS-CM] 09/27/2013 2:06:28 PM

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Erin Magera

From: Sean O'Reilly, [term 8/27/2013] <postmaster@hyphensolutions.net>
Sent: Tuesday, October 08, 2013 9:50 AM
To: gfbookkeeper@gmail.com; valmarnunes@gmail.com
Subject: BuildPro Order #19208162-000 (int)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Extra Purchase Order Request EPO Reason: (A08) Price Adjustments	**ORDER #:** 19208162-000 UA **COST CODE:** 411205

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	704-634-8831	**FAX:**	(843) 225-9824
FAX:	(555) 555-5555	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Sean O'Reilly, [term 8/27/2013]

PHONE:	843-200-6229	**FAX:**	843-388-8987	**EMAIL:**	sean.p.oreilly@lennar.com

JOB INFORMATION:

DATE NEEDED:	10/05/2013	**JOB NAME:**	18867600035 - 235 Maywood Drive	**PLAN:**	1774
PO DATE:	10/08/2013	**JOB ADDRESS:**	235 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	A/R
				LOT/BLOCK:	0035/
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION: EPO: L -Frame - Interior - 1st Floor (Truss/Deck/I [4749351 - 19208162-000] [UA]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
-1.00	CONTRACT	10/07/2013	framing - reverse price adjustment	$400.00	$-400.00
				Subtotal:	$-400.00
				Tax Total:	$0.00
				Total:	**$-400.00**

SUPPLIER INSTRUCTIONS:

This home has the updated pricing and no longer needs the $400 payment. EPO to reverse $400 payment.

Submitted by: Scott Davenport [CRS-EST] 10/08/2013 8:50:01 AM

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Erin Magera

From: Lennar Homes LLC, Jamie McCarthy [CRS-CM] <postmaster@hyphensolutions.net>
Sent: Tuesday, October 08, 2013 4:35 PM
To: gfbookkeeper@gmail.com; valmarnunes@gmail.com
Subject: The Abbey at Spring Grove-1886760, 18867600038 - 229 Maywood Drive, L -Frame - Interior - 1st Floor (Truss/Deck/Interi, BuildPro Order #17742949-000 (jme)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 17742949-000 OP **COST CODE:** 411205

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	704-634-8831	**FAX:**	(843) 225-9824
FAX:	(555) 555-5555	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Jamie McCarthy [CRS-CM]

PHONE:	(843)-743-5997	**FAX:**	(843) 832-6640	**EMAIL:**	jamie.mccarthy@lennar.com

JOB INFORMATION:

DATE NEEDED:	10/09/2013	**JOB NAME:**	18867600038 - 229 Maywood Drive	**PLAN:**	2073
PO DATE:	10/08/2013	**JOB ADDRESS:**	229 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	A/R
				LOT/BLOCK:	0038/
MAP LOCATION:			**BACKORDER POLICY:**	Ship and Back Order	

REQUEST INFORMATION: L -Frame - Interior - 1st Floor (Truss/Deck/Interior) [4749351 - 17742949-000] [OP]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
2634.00	CONTRACT	09/27/2013	FW30Y71980 -FRAME LABOR-TWO STORY,LEVEL 1FRAME/FRAME-80%	$2.00	$5268.00

Subtotal:	$5268.00
Tax Total:	$0.00
Total:	**$5268.00**

Submitted by: Jamie McCarthy [CRS-CM] 10/08/2013 3:35:04 PM

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Erin Magera

From: Lennar Homes LLC, Jamie McCarthy [CRS-CM] <postmaster@hyphensolutions.net>
Sent: Tuesday, October 08, 2013 4:35 PM
To: gfbookkeeper@gmail.com; valmarnunes@gmail.com
Subject: The Abbey at Spring Grove-1886760, 18867600038 - 229 Maywood Drive, L- Frame (2nd Draw) [4749351 - 17742950-000] [OP] , BuildPro Order #17742950-000 (jme)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 17742950-000 OP **COST CODE:** 411225

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8087
MAIN:	704-634-8831	**FAX:**	(843) 225-9824
FAX:	(555) 555-5555	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Jamie McCarthy [CRS-CM]

PHONE:	(843)-743-5997	**FAX:**	(843) 832-6640	**EMAIL:**	jamie.mccarthy@lennar.com

JOB INFORMATION:

DATE NEEDED:	10/09/2013	**JOB NAME:**	18867600038 - 229 Maywood Drive	**PLAN:**	2073
PO DATE:	10/08/2013	**JOB ADDRESS:**	229 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	A/R
				LOT/BLOCK:	0038/
MAP LOCATION:			**BACKORDER POLICY:**	Ship and Back Order	

REQUEST INFORMATION: L- Frame (2nd Draw) [4749351 - 17742950-000] [OP]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
2634.00	CONTRACT	09/27/2013	FW30Y71920 -FRAME LABOR-TWO STORY,LEVEL 1FRAME/FRAME-20%	$0.50	$1317.00
				Subtotal:	$1317.00
				Tax Total:	$0.00
				Total:	**$1317.00**

Submitted by: Jamie McCarthy [CRS-CM] 10/08/2013 3:35:04 PM

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Erin Magera

From: Jamie McCarthy [CRS-CM] <postmaster@hyphensolutions.net>
Sent: Tuesday, October 22, 2013 9:38 AM
To: gfbookkeeper@gmail.com; valmarnunes@gmail.com
Subject: MH2BuildPro Order #17742950-000 Change Notice

Importance: High

Order Revision Notice

You should have previously received the following order. Please treat this document as a revision of the prior order.

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 17742950-000 OP **COST CODE:** 411225

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	704-634-8831	**FAX:**	(843) 225-9824
FAX:	(555) 555-5555	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Jamie McCarthy [CRS-CM]

PHONE:	(843)-743-5997	**FAX:**	(843) 832-6640	**EMAIL:**	jamie.mccarthy@lennar.com

JOB INFORMATION:

DATE NEEDED:	10/09/2013	**JOB NAME:**	18867600038 - 229 Maywood Drive	**PLAN:**	2073
PO DATE:	10/08/2013	**JOB ADDRESS:**	229 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	A/R
				LOT/BLOCK:	0038/
MAP LOCATION:			**BACKORDER POLICY:**	Ship and Back Order	

REQUEST INFORMATION:

L- Frame (2nd Draw) [4749351 - 17742950-000] [OP]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
2634.00	CONTRACT	10/22/2013	FW30Y71920 -FRAME LABOR-TWO STORY,LEVEL 1FRAME/FRAME-20%	$0.50	$1317.00
5400.00	CONTRACT	10/22/2013	FW64BHW700 -INSTALL HOUSEWRAP	$0.07	$378.00
				Subtotal:	$1695.00
				Tax Total:	$0.00
				Total:	**$1695.00**

Submitted by: Jamie McCarthy [CRS-CM] 10/22/2013 8:37:33 AM

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Erin Magera

From: Lennar Homes LLC, Jamie McCarthy [CRS-CM] <postmaster@hyphensolutions.net>
Sent: Tuesday, October 08, 2013 10:01 PM
To: gfbookkeeper@gmail.com; valmarnunes@gmail.com
Subject: The Abbey at Spring Grove-1886760, 18867600047 - 133 Maywood Drive, L-Frame-Interior-1st Floor (Truss/Deck/Interior) [, BuildPro Order #19041351-000 (jme)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 19041351-000 OP **COST CODE:** 411205

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	704-634-8831	**FAX:**	(843) 225-9824
FAX:	(555) 555-5555	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Jamie McCarthy [CRS-CM]

PHONE:	(843)-743-5997	**FAX:**	(843) 832-6640	**EMAIL:**	jamie.mccarthy@lennar.com

JOB INFORMATION:

DATE NEEDED:	10/17/2013	**JOB NAME:**	18867600047 - 133 Maywood Drive	**PLAN:**	1926
PO DATE:	10/08/2013	**JOB ADDRESS:**	133 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	A/R
				LOT/BLOCK:	0047/
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION: L-Frame-Interior-1st Floor (Truss/Deck/Interior) [4749351 - 19041351-000] [OP]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
2635.00	CONTRACT	09/12/2013	FW30Y71980 -FRAME LABOR-TWO STORY,LEVEL 1FRAME/FRAME-80%	$2.00	$5270.00
				Subtotal:	$5270.00
				Tax Total:	$0.00
				Total:	**$5270.00**

Submitted by: Robert Waller [CRS-CM] 10/08/2013 9:01:23 PM

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Erin Magera

From: Lennar Homes LLC, Jeff Neudecker [CRS-DOC] <postmaster@hyphensolutions.net>
Sent: Monday, October 14, 2013 9:27 AM
To: gfbookkeeper@gmail.com; valmarnunes@gmail.com
Subject: The Abbey at Spring Grove-1886760, 18867600031 - 245 Maywood Drive, L-Frame-Interior-1st Floor (Truss/Deck/Interior) [, BuildPro Order #19126588-000 (jme)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 19126588-000 OP **COST CODE:** 411205

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	704-634-8831	**FAX:**	(843) 225-9824
FAX:	(555) 555-5555	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Jeff Neudecker [CRS-DOC]

PHONE:	(704) 634-8831	**FAX:**		**EMAIL:**	Jeff.Neudecker@lennar.com

JOB INFORMATION:

DATE NEEDED:	10/22/2013	**JOB NAME:**	18867600031 - 245 Maywood Drive	**PLAN:**	1607
PO DATE:	10/14/2013	**JOB ADDRESS:**	245 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	B1/R
				LOT/BLOCK:	0031/
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION: L-Frame-Interior-1st Floor (Truss/Deck/Interior) [4749351 - 19126588-000] [OP]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
2071.00	CONTRACT	09/26/2013	FW30Y71980 -FRAME LABOR-TWO STORY,LEVEL 1FRAME/FRAME-80%	$2.00	$4142.00

Subtotal:	$4142.00
Tax Total:	$0.00
Total:	**$4142.00**

Submitted by: Jamie McCarthy [CRS-CM] 10/14/2013 8:27:28 AM

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Erin Magera

From: Jamie McCarthy [CRS-CM] <postmaster@hyphensolutions.net>
Sent: Tuesday, October 22, 2013 9:38 AM
To: gfbookkeeper@gmail.com; valmarnunes@gmail.com
Subject: BuildPro Order #19325678-000 (int)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Extra Purchase Order Request EPO Reason: (A05) Construction	**ORDER #:** 19325678-000 UA **COST CODE:** 411205

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	704-634-8831	**FAX:**	(843) 225-9824
FAX:	(555) 555-5555	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Jamie McCarthy [CRS-CM]

PHONE:	(843)-743-5997	**FAX:**	(843) 832-6640	**EMAIL:**	jamie.mccarthy@lennar.com

JOB INFORMATION:

DATE NEEDED:	10/22/2013	**JOB NAME:**	18867600030 - 247 Maywood Drive	**PLAN:**	1480
PO DATE:	10/22/2013	**JOB ADDRESS:**	247 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	D/R
				LOT/BLOCK:	0030/
MAP LOCATION:			**BACKORDER POLICY:**	Ship and Back Order	

REQUEST INFORMATION: EPO: L -Frame - Interior - 1st Floor (Truss/Deck/I [4749351 - 19325678-000] [UA]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
1.00	CONTRACT	10/21/2013	Crane	$200.00	$200.00
				Subtotal:	$200.00
				Tax Total:	$0.00
				Total:	**$200.00**

SUPPLIER INSTRUCTIONS:

Move trusses

Submitted by: Jamie McCarthy [CRS-CM] 10/22/2013 8:37:48 AM

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Erin Magera

From: Mac Smith, [term. 090313] <postmaster@hyphensolutions.net>
Sent: Wednesday, October 23, 2013 1:02 PM
To: gfbookkeeper@gmail.com; valmarnunes@gmail.com
Subject: BuildPro Order #19338656-000 (int)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Extra Purchase Order Request EPO Reason: (A05) Construction	**ORDER #:** 19338656-000 UA **COST CODE:** 411225

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	704-634-8831	**FAX:**	(843) 225-9824
FAX:	(555) 555-5555	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Mac Smith, [term. 090313]

PHONE:	843-388-8989	**FAX:**	843-388-8987	**EMAIL:**	william.maxwell.smith@lennar.com

JOB INFORMATION:

DATE NEEDED:	10/22/2013	**JOB NAME:**	18867600024 - 248 Maywood Drive	**PLAN:**	1774
PO DATE:	10/23/2013	**JOB ADDRESS:**	248 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	B/L
				LOT/BLOCK:	0024/
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION: EPO: L-Frame (2nd Draw) [4749351 - 19338656-000] [UA]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
1.00	CONTRACT	10/23/2013	Fire place	$300.00	$300.00
				Subtotal:	$300.00
				Tax Total:	$0.00
				Total:	**$300.00**

SUPPLIER INSTRUCTIONS:

Fix chimney

Submitted by: Jamie McCarthy [CRS-CM] 10/23/2013 12:02:04 PM

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Erin Magera

From: Lennar Homes LLC, Jamie McCarthy [CRS-CM] <postmaster@hyphensolutions.net>
Sent: Wednesday, October 30, 2013 9:01 PM
To: gfbookkeeper@gmail.com; valmarnunes@gmail.com
Subject: The Abbey at Spring Grove-1886760, 18867600047 - 133 Maywood Drive, L-Frame (2nd Draw) [4749351 - 19041352-000] [OP] , BuildPro Order #19041352-000 (jme)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 19041352-000 OP **COST CODE:** 411225

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	704-634-8831	**FAX:**	(843) 225-9824
FAX:	(555) 555-5555	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Jamie McCarthy [CRS-CM]

PHONE:	(843)-743-5997	**FAX:**	(843) 832-6640	**EMAIL:**	jamie.mccarthy@lennar.com

JOB INFORMATION:

DATE NEEDED:	10/31/2013	**JOB NAME:**	18867600047 - 133 Maywood Drive	**PLAN:**	1926
PO DATE:	10/30/2013	**JOB ADDRESS:**	133 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	A/R
				LOT/BLOCK:	0047/
MAP LOCATION:			**BACKORDER POLICY:**	Ship and Back Order	

REQUEST INFORMATION: L-Frame (2nd Draw) [4749351 - 19041352-000] [OP]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
2635.00	CONTRACT	10/22/2013	FW30Y71920 -FRAME LABOR-TWO STORY,LEVEL 1FRAME/FRAME-20%	$0.50	$1317.50
4050.00	CONTRACT	10/22/2013	FW64BHW700 -INSTALL HOUSEWRAP	$0.07	$283.50
				Subtotal:	$1601.00
				Tax Total:	$0.00
				Total:	**$1601.00**

Submitted by: Robert Waller [CRS-CM] 10/30/2013 8:00:49 PM

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Erin Magera

From: Brandon Patterson [term. 6/25/13] <postmaster@hyphensolutions.net>
Sent: Friday, November 01, 2013 4:08 PM
To: gfbookkeeper@gmail.com; valmarnunes@gmail.com
Subject: BuildPro Order #19402627-000 (int)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Extra Purchase Order Request EPO Reason: (A04) Damage Unknown	**ORDER #:** 19402627-000 UA **COST CODE:** 427801

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	704-634-8831	**FAX:**	(843) 225-9824
FAX:	(555) 555-5555	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Brandon Patterson [term. 6/25/13]

PHONE:	(843) 743-6853	**FAX:**		**EMAIL:**	Brandon.Patterson@lennar.com

JOB INFORMATION:

DATE NEEDED:	10/31/2013	**JOB NAME:**	18867600046 - 201 Maywood Drive	**PLAN:**	1926
PO DATE:	11/01/2013	**JOB ADDRESS:**	201 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	B/L
				LOT/BLOCK:	0046/
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION:

Replace hardwood transition [4749351 - 19402627-000] [UA]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
1.00	CONTRACT	11/01/2013	Replace transition	$125.00	$125.00
				Subtotal:	$125.00
				Tax Total:	$0.00
				Total:	**$125.00**

SUPPLIER INSTRUCTIONS:

Replace hardwood transition at foyer

Submitted by: Gregory Leonard [CRS-CM] 11/01/2013 3:07:54 PM

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Erin Magera

From: Brandon Patterson [term. 6/25/13] <postmaster@hyphensolutions.net>
Sent: Friday, November 01, 2013 4:08 PM
To: gfbookkeeper@gmail.com; valmarnunes@gmail.com
Subject: BuildPro Order #19402635-000 (int)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Extra Purchase Order Request EPO Reason: (A03) Backcharge	**ORDER #:** 19402635-000 UA **COST CODE:** 411205

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	704-634-8831	**FAX:**	(843) 225-9824
FAX:	(555) 555-5555	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Brandon Patterson [term. 6/25/13]

PHONE:	(843) 743-6853	**FAX:**		**EMAIL:**	Brandon.Patterson@lennar.com

JOB INFORMATION:

DATE NEEDED:	11/01/2013	**JOB NAME:**	18867600029 - 251 Maywood Drive	**PLAN:**	2113
PO DATE:	11/01/2013	**JOB ADDRESS:**	251 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	B/L
				LOT/BLOCK:	0029/
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION:

EPO: L -Frame - Interior - 1st Floor (Truss/Deck/I [4749351 - 19402635-000] [UA]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
-1.00	CONTRACT	11/01/2013	Back charge	$190.00	$-190.00
				Subtotal:	$-190.00
				Tax Total:	$0.00
				Total:	**$-190.00**

SUPPLIER INSTRUCTIONS:

Remove carpet

Submitted by: Gregory Leonard [CRS-CM] 11/01/2013 3:07:43 PM

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Erin Magera

From: Brandon Patterson [term. 6/25/13] <postmaster@hyphensolutions.net>
Sent: Monday, January 06, 2014 9:45 AM
To: gfbookkeeper@gmail.com; valmarnunes@gmail.com
Subject: BuildPro Order #19437406-000 (int)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Extra Purchase Order Request EPO Reason: (A03) Backcharge	**ORDER #:** 19437406-000 UA **COST CODE:** 411205

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	704-634-8831	**FAX:**	(843) 225-9824
FAX:	(555) 555-5555	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Brandon Patterson [term. 6/25/13]

PHONE:	(843) 743-6853	**FAX:**		**EMAIL:**	Brandon.Patterson@lennar.com

JOB INFORMATION:

DATE NEEDED:	11/04/2013	**JOB NAME:**	18867600032 - 241 Maywood Drive	**PLAN:**	2059
PO DATE:	01/06/2014	**JOB ADDRESS:**	241 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	C/R
				LOT/BLOCK:	0032/
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION: EPO: L -Frame - Interior - 1st Floor (Truss/Deck/I [4749351 - 19437406-000] [UA] [A]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
-1.00	CONTRACT	11/04/2013	NEIGHORHOOD CLEANUP	$10.00	$-10.00
				Subtotal:	$-10.00
				Tax Total:	$0.00
				Total:	**$-10.00**

SUPPLIER INSTRUCTIONS:

NEIGHBORHOOD CLEANUP

Submitted by: Gregory Leonard [CRS-CM] 01/06/2014 8:44:46 AM

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Erin Magera

From: Brandon Patterson [term. 6/25/13] <postmaster@hyphensolutions.net>
Sent: Wednesday, November 06, 2013 9:50 AM
To: gfbookkeeper@gmail.com; valmarnunes@gmail.com
Subject: BuildPro Order #19437411-000 (int)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Extra Purchase Order Request EPO Reason: (A03) Backcharge	**ORDER #:** 19437411-000 UA **COST CODE:** 411205

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	704-634-8831	**FAX:**	(843) 225-9824
FAX:	(555) 555-5555	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Brandon Patterson [term. 6/25/13]

PHONE:	(843) 743-6853	**FAX:**		**EMAIL:**	Brandon.Patterson@lennar.com

JOB INFORMATION:

DATE NEEDED:	11/04/2013	**JOB NAME:**	18867600029 - 251 Maywood Drive	**PLAN:**	2113
PO DATE:	11/06/2013	**JOB ADDRESS:**	251 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	B/L
				LOT/BLOCK:	0029/
MAP LOCATION:			**BACKORDER POLICY:**	Ship and Back Order	

REQUEST INFORMATION: EPO: L -Frame - Interior - 1st Floor (Truss/Deck/I [4749351 - 19437411-000] [UA]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
-1.00	CONTRACT	11/04/2013	NEIGHORHOOD CLEANUP	$10.00	$-10.00
				Subtotal:	$-10.00
				Tax Total:	$0.00
				Total:	**$-10.00**

SUPPLIER INSTRUCTIONS:

NEIGHBORHOOD CLEANUP

Submitted by: Gregory Leonard [CRS-CM] 11/06/2013 8:49:38 AM

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Erin Magera

From: Brandon Patterson [term. 6/25/13] <postmaster@hyphensolutions.net>
Sent: Wednesday, November 06, 2013 9:50 AM
To: gfbookkeeper@gmail.com; valmarnunes@gmail.com
Subject: BuildPro Order #19437415-000 (int)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Extra Purchase Order Request EPO Reason: (A03) Backcharge	**ORDER #:** 19437415-000 UA **COST CODE:** 411205

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	704-634-8831	**FAX:**	(843) 225-9824
FAX:	(555) 555-5555	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Brandon Patterson [term. 6/25/13]

PHONE:	(843) 743-6853	**FAX:**		**EMAIL:**	Brandon.Patterson@lennar.com

JOB INFORMATION:

DATE NEEDED:	11/04/2013	**JOB NAME:**	18867600034 - 237 Maywood Drive	**PLAN:**	1774
PO DATE:	11/06/2013	**JOB ADDRESS:**	237 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	B/R
				LOT/BLOCK:	0034/
MAP LOCATION:			**BACKORDER POLICY:**	Ship and Back Order	

REQUEST INFORMATION: EPO: L -Frame - Interior - 1st Floor (Truss/Deck/I [4749351 - 19437415-000] [UA]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
-1.00	CONTRACT	11/04/2013	NEIGHORHOOD CLEANUP	$10.00	$-10.00
				Subtotal:	$-10.00
				Tax Total:	$0.00
				Total:	**$-10.00**

SUPPLIER INSTRUCTIONS:

NEIGHBORHOOD CLEANUP

Submitted by: Gregory Leonard [CRS-CM] 11/06/2013 8:50:01 AM

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Erin Magera

From: Gregory Leonard [CRS-CM] <postmaster@hyphensolutions.net>
Sent: Wednesday, November 06, 2013 9:50 AM
To: gfbookkeeper@gmail.com; valmamunes@gmail.com
Subject: BuildPro Order #19437420-000 (int)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Extra Purchase Order Request EPO Reason: (A03) Backcharge	**ORDER #:** 19437420-000 UA **COST CODE:** 411205

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	704-634-8831	**FAX:**	(843) 225-9824
FAX:	(555) 555-5555	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Gregory Leonard [CRS-CM]

PHONE:	(843) 742-7752	**FAX:**		**EMAIL:**	Greg.leonard@lennar.com

JOB INFORMATION:

DATE NEEDED:	11/04/2013	**JOB NAME:**	18867600030 - 247 Maywood Drive	**PLAN:**	1480
PO DATE:	11/06/2013	**JOB ADDRESS:**	247 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	D/R
				LOT/BLOCK:	0030/
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION: EPO: L -Frame - Interior - 1st Floor (Truss/Deck/I [4749351 - 19437420-000] [UA]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
-1.00	CONTRACT	11/04/2013	NEIGHORHOOD CLEANUP	$10.00	$-10.00
				Subtotal:	$-10.00
				Tax Total:	$0.00
				Total:	**$-10.00**

SUPPLIER INSTRUCTIONS:

NEIGHBORHOOD CLEANUP

Submitted by: Gregory Leonard [CRS-CM] 11/06/2013 8:49:52 AM

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Erin Magera

From: Sean O'Reilly, [term 8/27/2013] <postmaster@hyphensolutions.net>
Sent: Wednesday, November 06, 2013 9:50 AM
To: gfbookkeeper@gmail.com; valmarnunes@gmail.com
Subject: BuildPro Order #19437425-000 (int)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Extra Purchase Order Request EPO Reason: (A03) Backcharge	**ORDER #:** 19437425-000 UA **COST CODE:** 411205

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	704-634-8831	**FAX:**	(843) 225-9824
FAX:	(555) 555-5555	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Sean O'Reilly, [term 8/27/2013]

PHONE:	843-200-6229	**FAX:**	843-388-8987	**EMAIL:**	sean.p.oreilly@lennar.com

JOB INFORMATION:

DATE NEEDED:	11/04/2013	**JOB NAME:**	18867600037 - 231 Maywood Drive	**PLAN:**	2059
PO DATE:	11/06/2013	**JOB ADDRESS:**	231 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	C/R
				LOT/BLOCK:	0037/
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION: EPO: L -Frame - Interior - 1st Floor (Truss/Deck/I [4749351 - 19437425-000] [UA]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
-1.00	CONTRACT	11/04/2013	NEIGHORHOOD CLEANUP	$10.00	$-10.00
				Subtotal:	$-10.00
				Tax Total:	$0.00
				Total:	**$-10.00**

SUPPLIER INSTRUCTIONS:

NEIGHBORHOOD CLEANUP

Submitted by: Gregory Leonard [CRS-CM] 11/06/2013 8:50:11 AM

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Erin Magera

From: Gregory Leonard [CRS-CM] <postmaster@hyphensolutions.net>
Sent: Wednesday, November 06, 2013 9:50 AM
To: gfbookkeeper@gmail.com; valmarnunes@gmail.com
Subject: BuildPro Order #19437430-000 (int)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Extra Purchase Order Request EPO Reason: (A03) Backcharge	**ORDER #:** 19437430-000 UA **COST CODE:** 411205

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	704-634-8831	**FAX:**	(843) 225-9824
FAX:	(555) 555-5555	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Gregory Leonard [CRS-CM]

PHONE:	(843) 742-7752	**FAX:**		**EMAIL:**	Greg.leonard@lennar.com

JOB INFORMATION:

DATE NEEDED:	11/04/2013	**JOB NAME:**	18867600038 - 229 Maywood Drive	**PLAN:**	2073
PO DATE:	11/06/2013	**JOB ADDRESS:**	229 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	A/R
				LOT/BLOCK:	0038/
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION: EPO: L -Frame - Interior - 1st Floor (Truss/Deck/I [4749351 - 19437430-000] [UA]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
-1.00	CONTRACT	11/04/2013	NEIGHORHOOD CLEANUP	$10.00	$-10.00
				Subtotal:	$-10.00
				Tax Total:	$0.00
				Total:	**$-10.00**

SUPPLIER INSTRUCTIONS:

NEIGHBORHOOD CLEANUP

Submitted by: Gregory Leonard [CRS-CM] 11/06/2013 8:49:58 AM

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Erin Magera

From: Sean O'Reilly, [term 8/27/2013] <postmaster@hyphensolutions.net>
Sent: Wednesday, November 06, 2013 9:50 AM
To: gfbookkeeper@gmail.com; valmarnunes@gmail.com
Subject: BuildPro Order #19437435-000 (int)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Extra Purchase Order Request EPO Reason: (A03) Backcharge	**ORDER #:** 19437435-000 UA **COST CODE:** 411205

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	704-634-8831	**FAX:**	(843) 225-9824
FAX:	(555) 555-5555	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Sean O'Reilly, [term 8/27/2013]

PHONE:	843-200-6229	**FAX:**	843-388-8987	**EMAIL:**	sean.p.oreilly@lennar.com

JOB INFORMATION:

DATE NEEDED:	11/04/2013	**JOB NAME:**	18867600035 - 235 Maywood Drive	**PLAN:**	1774
PO DATE:	11/06/2013	**JOB ADDRESS:**	235 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	A/R
				LOT/BLOCK:	0035/
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION:

EPO: L -Frame - Interior - 1st Floor (Truss/Deck/I [4749351 - 19437435-000] [UA]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
-1.00	CONTRACT	11/04/2013	NEIGHORHOOD CLEANUP	$10.00	$-10.00
				Subtotal:	$-10.00
				Tax Total:	$0.00
				Total:	**$-10.00**

SUPPLIER INSTRUCTIONS:

NEIGHBORHOOD CLEANUP

Submitted by: Gregory Leonard [CRS-CM] 11/06/2013 8:49:32 AM

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Erin Magera

From: Gregory Leonard [CRS-CM] <postmaster@hyphensolutions.net>
Sent: Thursday, November 07, 2013 3:56 PM
To: gfbookkeeper@gmail.com; valmarnunes@gmail.com
Subject: BuildPro Order #19460297-000 (int)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Extra Purchase Order Request EPO Reason: (A03) Backcharge	**ORDER #:** 19460297-000 UA **COST CODE:** 411205

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	704-634-8831	**FAX:**	(843) 225-9824
FAX:	(555) 555-5555	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Gregory Leonard [CRS-CM]

PHONE:	(843) 742-7752	**FAX:**		**EMAIL:**	Greg.leonard@lennar.com

JOB INFORMATION:

DATE NEEDED:	11/08/2013	**JOB NAME:**	18867600038 - 229 Maywood Drive	**PLAN:**	2073
PO DATE:	11/07/2013	**JOB ADDRESS:**	229 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	A/R
				LOT/BLOCK:	0038/
MAP LOCATION:			**BACKORDER POLICY:**	Ship and Back Order	

REQUEST INFORMATION:

EPO: L -Frame - Interior - 1st Floor (Truss/Deck/I [4749351 - 19460297-000] [UA]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
-1.00	CONTRACT	11/07/2013	Redo electrical	$500.00	$-500.00
				Subtotal:	$-500.00
				Tax Total:	$0.00
				Total:	**$-500.00**

SUPPLIER INSTRUCTIONS:

Back charge due to 2x4 s not being installed at time of framing. Had to redo electrical at nine locations

Submitted by: Gregory Leonard [CRS-CM] 11/07/2013 2:56:17 PM

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Erin Magera

From: Lennar Homes LLC, Sean O'Reilly, [term 8/27/2013] <postmaster@hyphensolutions.net>
Sent: Tuesday, November 19, 2013 6:46 AM
To: gfbookkeeper@gmail.com; valmarnunes@gmail.com
Subject: The Abbey at Spring Grove-1886760, 18867600035 - 235 Maywood Drive, L- Frame (2nd Draw) [4749351 - 17788274-000] [OP] , BuildPro Order #17788274-000 (jme)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 17788274-000 OP **COST CODE:** 411225

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	704-634-8831	**FAX:**	(843) 225-9824
FAX:	(555) 555-5555	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Sean O'Reilly, [term 8/27/2013]

PHONE:	843-200-6229	**FAX:**	843-388-8987	**EMAIL:**	sean.p.oreilly@lennar.com

JOB INFORMATION:

DATE NEEDED:	11/20/2013	**JOB NAME:**	18867600035 - 235 Maywood Drive	**PLAN:**	1774
PO DATE:	11/19/2013	**JOB ADDRESS:**	235 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	A/R
				LOT/BLOCK:	0035/
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION: L- Frame (2nd Draw) [4749351 - 17788274-000] [OP]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
2197.00	CONTRACT	10/22/2013	FW30Y71920 -FRAME LABOR-TWO STORY,LEVEL 1FRAME/FRAME-20%	$0.50	$1098.50
4050.00	CONTRACT	10/22/2013	FW64BHW700 -INSTALL HOUSEWRAP	$0.07	$283.50
				Subtotal:	$1382.00
				Tax Total:	$0.00
				Total:	**$1382.00**

Submitted by: Gregory Leonard [CRS-CM] 11/19/2013 5:45:43 AM

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Erin Magera

From: Gregory Leonard [CRS-CM] <postmaster@hyphensolutions.net>
Sent: Tuesday, November 26, 2013 12:51 PM
To: gfbookkeeper@gmail.com; valmarnunes@gmail.com
Subject: BuildPro Order #19590128-000 (int)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Extra Purchase Order Request EPO Reason: (A08) Price Adjustments	**ORDER #:** 19590128-000 UA **COST CODE:** 411205

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	704-634-8831	**FAX:**	(843) 225-9824
FAX:	(555) 555-5555	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Gregory Leonard [CRS-CM]

PHONE:	(843) 742-7752	**FAX:**		**EMAIL:**	Greg.leonard@lennar.com

JOB INFORMATION:

DATE NEEDED:	11/23/2013	**JOB NAME:**	18867600047 - 133 Maywood Drive	**PLAN:**	1926
PO DATE:	11/26/2013	**JOB ADDRESS:**	133 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	A/R
				LOT/BLOCK:	0047/
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION: EPO: L-Frame-Interior-1st Floor (Truss/Deck/Interi [4749351 - 19590128-000] [UA]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
1.00	CONTRACT	11/26/2013	FW30Y69920 -FRAME LABOR - ADD'L FIREPLACEINDOOR	$175.00	$175.00
				Subtotal:	$175.00
				Tax Total:	$0.00
				Total:	**$175.00**

SUPPLIER INSTRUCTIONS:

EPO for fireplace labor

Submitted by: Scott Davenport [CRS-EST] 11/26/2013 11:51:25 AM

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Erin Magera

From: Jeff Neudecker [CRS-DOC] <postmaster@hyphensolutions.net>
Sent: Tuesday, November 26, 2013 12:51 PM
To: gfbookkeeper@gmail.com; valmarnunes@gmail.com
Subject: BuildPro Order #19590137-000 (int)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Extra Purchase Order Request EPO Reason: (A08) Price Adjustments	**ORDER #:** 19590137-000 UA **COST CODE:** 411225

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	704-634-8831	**FAX:**	(843) 225-9824
FAX:	(555) 555-5555	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Jeff Neudecker [CRS-DOC]

PHONE:	(704) 634-8831	**FAX:**		**EMAIL:**	Jeff.Neudecker@lennar.com

JOB INFORMATION:

DATE NEEDED:	11/23/2013	**JOB NAME:**	18867600031 - 245 Maywood Drive	**PLAN:**	1607
PO DATE:	11/26/2013	**JOB ADDRESS:**	245 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	B1/R
				LOT/BLOCK:	0031/
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION: EPO: L-Frame (2nd Draw) [4749351 - 19590137-000] [UA]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
2700.00	CONTRACT	11/26/2013	FW64BHW700 -INSTALL HOUSEWRAP	$0.07	$189.00
				Subtotal:	$189.00
				Tax Total:	$0.00
				Total:	**$189.00**

SUPPLIER INSTRUCTIONS:

EPO for housewrap labor missing from PO

Submitted by: Scott Davenport [CRS-EST] 11/26/2013 11:51:28 AM

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Erin Magera

From: Gregory Leonard [CRS-CM] <postmaster@hyphensolutions.net>
Sent: Tuesday, December 17, 2013 9:44 AM
To: gfbookkeeper@gmail.com; valmarnunes@gmail.com
Subject: BuildPro Order #19740462-000 (int)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Extra Purchase Order Request EPO Reason: (A03) Backcharge	**ORDER #:** 19740462-000 UA **COST CODE:** 411205

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	704-634-8831	**FAX:**	(843) 225-9824
FAX:	(555) 555-5555	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Gregory Leonard [CRS-CM]

PHONE:	(843) 742-7752	**FAX:**		**EMAIL:**	Greg.leonard@lennar.com

JOB INFORMATION:

DATE NEEDED:	12/05/2013	**JOB NAME:**	18867600047 - 133 Maywood Drive	**PLAN:**	1926
PO DATE:	12/17/2013	**JOB ADDRESS:**	133 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	A/R
				LOT/BLOCK:	0047/
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION: EPO: L-Frame-Interior-1st Floor (Truss/Deck/Interi [4749351 - 19740462-000] [UA]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
-10.00	CONTRACT	12/16/2013	OSB	$10.50	$-105.00
				Subtotal:	$-105.00
				Tax Total:	$0.00
				Total:	**$-105.00**

SUPPLIER INSTRUCTIONS:

Reframe wall at kitchen

Submitted by: Gregory Leonard [CRS-CM] 12/17/2013 8:44:20 AM

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Erin Magera

From: Gregory Leonard [CRS-CM] <postmaster@hyphensolutions.net>
Sent: Monday, December 16, 2013 9:38 AM
To: gfbookkeeper@gmail.com; valmarnunes@gmail.com
Subject: BuildPro Order #19729348-000 (int)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Extra Purchase Order Request EPO Reason: (A03) Backcharge	**ORDER #:** 19729348-000 UA **COST CODE:** 411205

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	704-634-8831	**FAX:**	(843) 225-9824
FAX:	(555) 555-5555	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Gregory Leonard [CRS-CM]

PHONE:	(843) 742-7752	**FAX:**		**EMAIL:**	Greg.leonard@lennar.com

JOB INFORMATION:

DATE NEEDED:	12/06/2013	**JOB NAME:**	18867600047 - 133 Maywood Drive	**PLAN:**	1926
PO DATE:	12/16/2013	**JOB ADDRESS:**	133 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	A/R
				LOT/BLOCK:	0047/
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION: EPO: L-Frame-Interior-1st Floor (Truss/Deck/Interi [4749351 - 19729348-000] [UA]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
-1.00	CONTRACT	12/15/2013	Engineering letter	$100.00	$-100.00
				Subtotal:	$-100.00
				Tax Total:	$0.00
				Total:	**$-100.00**

SUPPLIER INSTRUCTIONS:

Reframe balloon wall

Submitted by: Gregory Leonard [CRS-CM] 12/16/2013 8:37:39 AM

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Erin Magera

From: Lennar Homes LLC, Jeff Neudecker [CRS-DOC] <postmaster@hyphensolutions.net>
Sent: Thursday, December 12, 2013 10:49 AM
To: gfbookkeeper@gmail.com; valmarnunes@gmail.com
Subject: The Abbey at Spring Grove-1886760, 18867600031 - 245 Maywood Drive, L-Frame-Interior-1st Floor (Truss/Deck/Interior) [, BuildPro Order #19126588-001 (jme)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 19126588-001 OP **COST CODE:** 411205

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	704-634-8831	**FAX:**	(843) 225-9824
FAX:	(555) 555-5555	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Jeff Neudecker [CRS-DOC]

PHONE:	(704) 634-8831	**FAX:**		**EMAIL:**	Jeff.Neudecker@lennar.com

JOB INFORMATION:

DATE NEEDED:	12/13/2013	**JOB NAME:**	18867600031 - 245 Maywood Drive	**PLAN:**	1607
PO DATE:	12/12/2013	**JOB ADDRESS:**	245 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	B1/R
				LOT/BLOCK:	0031/
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION: L-Frame-Interior-1st Floor (Truss/Deck/Interior) [4749351 - 19126588-001] [OP]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
1.00	CONTRACT	12/04/2013	FW30Y69930 -FRAME LABOR-OUTDOOR FIREPLACE (A155060 -OPTIONAL FIREPLACE@ REAR WALL)	$325.00	$325.00
				Subtotal:	$325.00
				Tax Total:	$0.00
				Total:	**$325.00**

Submitted by: Gregory Leonard [CRS-CM] 12/12/2013 9:48:44 AM

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Erin Magera

From: Gregory Leonard [CRS-CM] <postmaster@hyphensolutions.net>
Sent: Friday, December 27, 2013 12:50 PM
To: gfbookkeeper@gmail.com; valmarnunes@gmail.com
Subject: BuildPro Order #19800324-000 (int)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Extra Purchase Order Request EPO Reason: (A05) Construction	**ORDER #:** 19800324-000 UA **COST CODE:** 403405

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	704-634-8831	**FAX:**	(843) 225-9824
FAX:	(555) 555-5555	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Gregory Leonard [CRS-CM]

PHONE:	(843) 742-7752	**FAX:**		**EMAIL:**	Greg.leonard@lennar.com

JOB INFORMATION:

DATE NEEDED:	12/26/2013	**JOB NAME:**	18867600038 - 229 Maywood Drive	**PLAN:**	2073
PO DATE:	12/27/2013	**JOB ADDRESS:**	229 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	A/R
				LOT/BLOCK:	0038/
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION:

Remove fireplace [4749351 - 19800324-000] [UA]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
1.00	CONTRACT	12/27/2013	Remove fireplace	$200.00	$200.00
				Subtotal:	$200.00
				Tax Total:	$0.00
				Total:	**$200.00**

SUPPLIER INSTRUCTIONS:

Remove fireplace

Submitted by: Gregory Leonard [CRS-CM] 12/27/2013 11:49:37 AM

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Erin Magera

From: Mac Smith, [term. 090313] <postmaster@hyphensolutions.net>
Sent: Friday, December 27, 2013 12:50 PM
To: gfbookkeeper@gmail.com; valmarnunes@gmail.com
Subject: BuildPro Order #19800327-000 (int)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Extra Purchase Order Request EPO Reason: (A05) Construction	**ORDER #:** 19800327-000 UA **COST CODE:** 403405

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	704-634-8831	**FAX:**	(843) 225-9824
FAX:	(555) 555-5555	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Mac Smith, [term. 090313]

PHONE:	843-388-8989	**FAX:**	843-388-8987	**EMAIL:**	william.maxwell.smith@lennar.com

JOB INFORMATION:

DATE NEEDED:	12/26/2013	**JOB NAME:**	18867600024 - 248 Maywood Drive	**PLAN:**	1774
PO DATE:	12/27/2013	**JOB ADDRESS:**	248 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	B/L
				LOT/BLOCK:	0024/
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION: Fireplace [4749351 - 19800327-000] [UA]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
1.00	CONTRACT	12/27/2013	Fireplace	$400.00	$400.00
				Subtotal:	$400.00
				Tax Total:	$0.00
				Total:	**$400.00**

SUPPLIER INSTRUCTIONS:

Add fireplace

Submitted by: Gregory Leonard [CRS-CM] 12/27/2013 11:49:35 AM

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Erin Magera

From: Gregory Leonard [CRS-CM] <postmaster@hyphensolutions.net>
Sent: Monday, December 30, 2013 8:10 PM
To: gfbookkeeper@gmail.com; valmarnunes@gmail.com
Subject: BuildPro Order #19810041-000 (int)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Extra Purchase Order Request EPO Reason: (A05) Construction	**ORDER #:** 19810041-000 UA **COST CODE:** 408205

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	704-634-8831	**FAX:**	(843) 225-9824
FAX:	(555) 555-5555	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Gregory Leonard [CRS-CM]

PHONE:	(843) 742-7752	**FAX:**		**EMAIL:**	Greg.leonard@lennar.com

JOB INFORMATION:

DATE NEEDED:	12/26/2013	**JOB NAME:**	18867600030 - 247 Maywood Drive	**PLAN:**	1480
PO DATE:	12/30/2013	**JOB ADDRESS:**	247 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	D/R
				LOT/BLOCK:	0030/
MAP LOCATION:			**BACKORDER POLICY:**	Ship and Back Order	

REQUEST INFORMATION:

Header change [4749351 - 19810041-000] [UA]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
1.00	CONTRACT	12/30/2013	Header changes	$200.00	$200.00
				Subtotal:	$200.00
				Tax Total:	$0.00
				Total:	**$200.00**

SUPPLIER INSTRUCTIONS:

Change headers

Submitted by: Gregory Leonard [CRS-CM] 12/30/2013 7:10:09 PM

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Erin Magera

From: Jeff Neudecker [CRS-DOC] <postmaster@hyphensolutions.net>
Sent: Thursday, January 16, 2014 3:52 PM
To: gfbookkeeper@gmail.com; valmarnunes@gmail.com
Subject: BuildPro Order #19947079-000 (int)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Extra Purchase Order Request EPO Reason: (A05) Construction	**ORDER #:** 19947079-000 UA **COST CODE:** 426005

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	704-634-8831	**FAX:**	(843) 225-9824
FAX:	(555) 555-5555	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Jeff Neudecker [CRS-DOC]

PHONE:	(704) 634-8831	**FAX:**		**EMAIL:**	Jeff.Neudecker@lennar.com

JOB INFORMATION:

DATE NEEDED:	12/27/2013	**JOB NAME:**	18867600031 - 245 Maywood Drive	**PLAN:**	1607
PO DATE:	01/16/2014	**JOB ADDRESS:**	245 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	B1/R
				LOT/BLOCK:	0031/
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION: Prototype revisions [4749351 - 19947079-000] [UA]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
1.00	CONTRACT	01/16/2014	Prototype revisions	$820.00	$820.00
				Subtotal:	$820.00
				Tax Total:	$0.00
				Total:	**$820.00**

SUPPLIER INSTRUCTIONS:

Pro type revisions

Submitted by: Gregory Leonard [CRS-CM] 01/16/2014 2:51:36 PM

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Erin Magera

From: Gregory Leonard [CRS-CM] <postmaster@hyphensolutions.net>
Sent: Thursday, January 09, 2014 9:38 AM
To: gfbookkeeper@gmail.com; valmarnunes@gmail.com
Subject: BuildPro Order #19883666-000 (int)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Extra Purchase Order Request EPO Reason: (A05) Construction	**ORDER #:** 19883666-000 UA **COST CODE:** 403405

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	704-634-8831	**FAX:**	(843) 225-9824
FAX:	(555) 555-5555	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Gregory Leonard [CRS-CM]

PHONE:	(843) 742-7752	**FAX:**		**EMAIL:**	Greg.leonard@lennar.com

JOB INFORMATION:

DATE NEEDED:	01/08/2014	**JOB NAME:**	18867600038 - 229 Maywood Drive	**PLAN:**	2073
PO DATE:	01/09/2014	**JOB ADDRESS:**	229 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	A/R
				LOT/BLOCK:	0038/
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION:

Reframe window opening [4749351 - 19883666-000] [UA]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
1.00	CONTRACT	01/08/2014	Reframe window opening	$150.00	$150.00
				Subtotal:	$150.00
				Tax Total:	$0.00
				Total:	**$150.00**

SUPPLIER INSTRUCTIONS:

Reframe foyer window

Submitted by: Gregory Leonard [CRS-CM] 01/09/2014 8:37:58 AM

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Erin Magera

From: Lennar Homes LLC, Sean O'Reilly, [term 8/27/2013] <postmaster@hyphensolutions.net>
Sent: Friday, January 17, 2014 3:11 PM
To: gfbookkeeper@gmail.com; valmarnunes@gmail.com
Subject: The Abbey at Spring Grove-1886760, 18867600037 - 231 Maywood Drive, T-Storm Shutters H/W [4749351 - 17699493-000] [OP], BuildPro Order #17699493-000 (jme)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 17699493-000 OP **COST CODE:** 428210

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Helen Dray
		OFFICE:	(843) 200-8067
MAIN:	704-634-8831	**FAX:**	(843) 225-9824
FAX:	(555) 555-5555	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Sean O'Reilly, [term 8/27/2013]

PHONE:	843-200-6229	**FAX:**	843-388-8987	**EMAIL:**	sean.p.oreilly@lennar.com

JOB INFORMATION:

DATE NEEDED:	01/21/2014	**JOB NAME:**	18867600037 - 231 Maywood Drive	**PLAN:**	2059
PO DATE:	01/17/2014	**JOB ADDRESS:**	231 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	C/R
				LOT/BLOCK:	0037/
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION: T-Storm Shutters H/W [4749351 - 17699493-000] [OP]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
14.00	CONTRACT	03/22/2013	FW63A02700 -TEMP STORM SHUTTEROSB	$8.00	$112.00
14.00	CONTRACT	03/22/2013	FW63A72700 -INSTALL TEMP STORM SHUTTEROSB	$11.00	$154.00
				Subtotal:	$266.00
				Tax Total:	$8.96
				Total:	**$274.96**

Submitted by: Robert Waller [CRS-CM] 01/17/2014 2:10:56 PM

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Erin Magera

From: David Giet [CRS-CM] <postmaster@hyphensolutions.net>
Sent: Wednesday, May 28, 2014 9:56 AM
To: gfbookkeeper@gmail.com; valmarnunes@gmail.com
Subject: BuildPro Order #21036480-000 (int)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Extra Purchase Order Request EPO Reason: (W30) Warranty Backcharge	**ORDER #:** 21036480-000 UA **COST CODE:** 7130

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Caroline Baptista
		OFFICE:	(843) 200-8067
MAIN:	704-634-8831	**FAX:**	(843) 225-9824
FAX:	(555) 555-5555	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: David Giet [CRS-CM]

PHONE:	843-814-5017	**FAX:**		**EMAIL:**	David.Giet@lennar.com

JOB INFORMATION:

DATE NEEDED:	05/22/2014	**JOB NAME:**	18867600031 - 245 Maywood Drive	**PLAN:**	1607
PO DATE:	05/28/2014	**JOB ADDRESS:**	245 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	B1/R
				LOT/BLOCK:	0031/
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION: EPO: 5/22/2014 [4749351 - 21036480-000] [UA]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
-1.00	CONTRACT	05/27/2014	Framing BC	$275.00	$-275.00
				Subtotal:	$-275.00
				Tax Total:	$0.00
				Total:	**$-275.00**

SUPPLIER INSTRUCTIONS:

Framer hit a pipe in the wall with a saw and caused a leak. Billy made an emergency trip to repair.

Submitted by: Mike Mizell [CRS-CCR] 05/28/2014 8:55:54 AM

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Erin Magera

From: David Giet [CRS-CM] <postmaster@hyphensolutions.net>
Sent: Monday, June 02, 2014 9:38 AM
To: gfbookkeeper@gmail.com; valmarnunes@gmail.com
Subject: BuildPro Order #21077428-000 (int)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Extra Purchase Order Request EPO Reason: (W30) Warranty Backcharge	**ORDER #:** 21077428-000 UA **COST CODE:** 7130

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Caroline Baptista
		OFFICE:	(843) 200-8067
MAIN:	704-634-8831	**FAX:**	(843) 225-9824
FAX:	(555) 555-5555	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: David Giet [CRS-CM]

PHONE:	843-814-5017	**FAX:**		**EMAIL:**	David.Giet@lennar.com

JOB INFORMATION:

DATE NEEDED:	05/29/2014	**JOB NAME:**	18867600031 - 245 Maywood Drive	**PLAN:**	1607
PO DATE:	06/02/2014	**JOB ADDRESS:**	245 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	B1/R
				LOT/BLOCK:	0031/
MAP LOCATION:			**BACKORDER POLICY:**	Ship and Back Order	

REQUEST INFORMATION:

EPO: 5/29/2014 [4749351 - 21077428-000] [UA]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
-1.00	CONTRACT	05/31/2014	Trim	$50.00	$-50.00
				Subtotal:	$-50.00
				Tax Total:	$0.00
				Total:	**$-50.00**

SUPPLIER INSTRUCTIONS:

ABBEY WARRANTY Replace some damaged baseboards due to a water leak. Water leak was caused by framers.

Submitted by: Mike Mizell [CRS-CCR] 06/02/2014 8:38:13 AM

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Erin Magera

From: David Giet [CRS-CM] <postmaster@hyphensolutions.net>
Sent: Wednesday, June 18, 2014 12:57 PM
To: gfbookkeeper@gmail.com; valmarnunes@gmail.com
Subject: BuildPro Order #21237940-000 (int)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Extra Purchase Order Request EPO Reason: (W30) Warranty Backcharge	**ORDER #:** 21237940-000 UA **COST CODE:** 7130

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Caroline Baptista
		OFFICE:	(843) 200-8067
MAIN:	704-634-8831	**FAX:**	(843) 225-9824
FAX:	(555) 555-5555	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: David Giet [CRS-CM]

PHONE:	843-814-5017	**FAX:**		**EMAIL:**	David.Giet@lennar.com

JOB INFORMATION:

DATE NEEDED:	06/16/2014	**JOB NAME:**	18867600031 - 245 Maywood Drive	**PLAN:**	1607
PO DATE:	06/18/2014	**JOB ADDRESS:**	245 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	B1/R
				LOT/BLOCK:	0031/
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION: WARR COE 05/09/2014 [4749351 - 21237940-000] [UA]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
-1.00	CONTRACT	06/18/2014	Water leak	$200.00	$-200.00
				Subtotal:	$-200.00
				Tax Total:	$0.00
				Total:	**$-200.00**

SUPPLIER INSTRUCTIONS:

WARR COE 05/09/2014 Sheetrock and repair work due to a framing leak caused by framers.

Submitted by: Mike Mizell [CRS-CCR] 06/18/2014 11:56:45 AM

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Erin Magera

From: Brandon Patterson [term. 6/25/13] <postmaster@hyphensolutions.net>
Sent: Friday, February 27, 2015 9:50 AM
To: gfbookkeeper@gmail.com; valmarnunes@gmail.com
Subject: BuildPro Order #23464677-000 (int)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Extra Purchase Order Request EPO Reason: (W20) Other	**ORDER #:** 23464677-000 UA **COST CODE:** 7130

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Caroline Baptista
		OFFICE:	(843) 200-8067
MAIN:	(843) 458-6214	**FAX:**	(843) 225-9824
FAX:	(555) 555-5555	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Brandon Patterson [term. 6/25/13]

PHONE:	(843) 743-6853	**FAX:**		**EMAIL:**	Brandon.Patterson@lennar.com

JOB INFORMATION:

DATE NEEDED:	02/19/2015	**JOB NAME:**	1886760COMM - GA Cost Center Conversion	**PLAN:**	COMM
PO DATE:	02/27/2015	**JOB ADDRESS:**	GA Cost Center Conversion Moncks Corner, SC 29461	**ELEV/SWING:**	/UNKWN
				LOT/BLOCK:	COMM/
MAP LOCATION:			**BACKORDER POLICY:**	Ship and Back Order	

REQUEST INFORMATION:

Floor squeaks / 222 Maywood WARR COE: 12-30-11 [4749351 - 23464677-000] [UA]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
1.00	CONTRACT	02/27/2015	Floor squeak repair	$250.00	$250.00
				Subtotal:	$250.00
				Tax Total:	$0.00
				Total:	**$250.00**

SUPPLIER INSTRUCTIONS:

Warranty COE 12-30-2011 Abbey lot 11 Service Request We needed carpet pulled back in three rooms and hallway so floor squeak repairs could be made. Guaranteed framing corrected the floor squeaks in the three rooms. The bulk of the work here was due to a design flaw with this house plan.

Submitted by: Mike Mizell [CRS-CCR] 02/27/2015 8:49:59 AM

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Erin Magera

From: Brandon Patterson [term. 6/25/13] <postmaster@hyphensolutions.net>
Sent: Monday, March 30, 2015 1:20 PM
To: gfbookkeeper@gmail.com; valmarnunes@gmail.com
Subject: BuildPro Order #23750426-000 (int)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Extra Purchase Order Request EPO Reason: (W20) Other	**ORDER #:** 23750426-000 UA **COST CODE:** 7130

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Caroline Baptista
		OFFICE:	(843) 200-8067
MAIN:	(843) 458-6214	**FAX:**	(843) 225-9824
FAX:	(555) 555-5555	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Brandon Patterson [term. 6/25/13]

PHONE:	(843) 743-6853	**FAX:**		**EMAIL:**	Brandon.Patterson@lennar.com

JOB INFORMATION:

DATE NEEDED:	03/26/2015	**JOB NAME:**	1886760COMM - GA Cost Center Conversion	**PLAN:**	COMM
PO DATE:	03/30/2015	**JOB ADDRESS:**	GA Cost Center Conversion Moncks Corner, SC 29461	**ELEV/SWING:**	/UNKWN
				LOT/BLOCK:	COMM/
MAP LOCATION:			**BACKORDER POLICY:**	Ship and Back Order	

REQUEST INFORMATION:

120 Maywood Drive lot 63 / carpet 2/24/12 [4749351 - 23750426-000] [UA]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
1.00	CONTRACT	03/27/2015	Floor squeaks	$150.00	$150.00
				Subtotal:	$150.00
				Tax Total:	$0.00
				Total:	**$150.00**

SUPPLIER INSTRUCTIONS:

Re pair floor squeaks. This house has had major settling for the last two years. They had a driveway replaced and are waiting on a retaining wall. This was NOT a framing error. Silvio still gave us a reduced rate.

Submitted by: Mike Mizell [CRS-CCR] 03/30/2015 12:20:26 PM

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Erin Magera

From: Mac Smith, [term. 090313] <postmaster@hyphensolutions.net>
Sent: Thursday, April 30, 2015 9:38 AM
To: gfbookkeeper@gmail.com; valmarnunes@gmail.com
Subject: BuildPro Order #24080295-000 (int)

Importance: High

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Extra Purchase Order Request EPO Reason: (W30) Warranty Backcharge	**ORDER #:** 24080295-000 UA **COST CODE:** 7130

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	Guaranteed Framing, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Caroline Baptista
		OFFICE:	(843) 200-8067
MAIN:	(843) 458-6214	**FAX:**	(843) 225-9824
FAX:	(555) 555-5555	**VENDOR #:**	4749351

Please direct questions regarding the following tasks to: Mac Smith, [term. 090313]

PHONE:	843-388-8989	**FAX:**	843-388-8987	**EMAIL:**	william.maxwell.smith@lennar.com

JOB INFORMATION:

DATE NEEDED:	04/25/2015	**JOB NAME:**	18867600024 - 248 Maywood Drive	**PLAN:**	1774
PO DATE:	04/30/2015	**JOB ADDRESS:**	248 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	B/L
				LOT/BLOCK:	0024/
MAP LOCATION:			**BACKORDER POLICY:**	Ship and Back Order	

REQUEST INFORMATION: EPO: 4/25/2015 WARR COE [4749351 - 24080295-000] [UA]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
-1.00	CONTRACT	04/28/2015	Backcharge	$175.00	$-175.00
				Subtotal:	$-175.00
				Tax Total:	$0.00
				Total:	**$-175.00**

SUPPLIER INSTRUCTIONS:

I am terribly sorry to be back charging you for something that just a few weeks ago we were not back charging for. It was determined a while back that this model had a design flaw causing major floor squeaks in the master bedroom. I had been using Eco specs to do these repairs so you and your crews could focus on framing new houses. Now our superiors are insisting on back charging at least half for floor squeak repairs. I did not know this before setting this serivce up Ecospecs. I am told you should have taken care of this at new con phase almost a year and a half ago. Because of one our past employees did not correct this at these HOs true one year walk I had to correct it. Moving forward I will contact Guaranteed to correct floor speaks.

STATE OF SOUTH CAROLINA	IN THE COURT OF COMMON PLEAS
	NINTH JUDICIAL CIRCUIT
COUNTY OF BERKELEY	CASE NO.: 2014-CP-08-02424
Patricia Damico and Lenna Lucas, individually and on behalf of all others similarly situated, Joshua and Brettany Buetow, Edward and Sylvia Dengg, Jonathan and Theresa Douglass, Anthony and Stacey Ray, Danny and Ellen Davis Morrow, Czara and Chad England, Bryan and Cynthia Camara, and Matthew Collins, Plaintiffs, v. Lennar Carolinas, LLC, Spring Grove Plantation Development, Inc., Manale Landscaping, LLC, Super Concrete of SC, Inc., Southern Green, Inc., TJB Trucking/Leasing, LLC, Paragon Site Constructors, Inc., Civil Site Environmental, Inc., and Rick Bryant, Defendants. Lennar Carolinas, LLC, Third-Party Plaintiff, v. The Earthworks Group, Inc., Volkmar Consulting Services, LLC, Geometrics Consulting, LLC, Land/Site Services, Inc., Myers Landscaping, Inc., A.C. & A. Concrete, Inc., Knight's Concrete Products, Inc., Knights Redi-Mix, Inc., Coastal Concrete Southeast, LLC, Coastal Concrete Southeast II, LLC, Guaranteed Framing, LLC, Ozzy Construction, LLC, Construction Applicators Charleston, LLC, LA New Enterprises, LLC, Décor Corporation, DVS, Inc., Raul Martinez	**THIRD-PARTY DEFENDANT GUARANTEED FRAMING, LLC'S MEMORANDUM OF LAW IN RESPONSE TO LENNAR'S AMENDED MOTION TO COMPEL ARBITRATION**

FILED
2016 APR 11 PM 12:28
MARY P. BROWN
CLERK OF COURT
BERKELEY COUNTY, SC

Masonry, LLC, Alpha Omega Construction Group, Inc., South Carolina Exteriors, LLC, Builders FirstSource – Southeast Group, LLC, and Low Country Renovations and Siding, LLP,

Third-Party Defendants.

Décor Corporation,

Fourth-Party Plaintiff,

v.

Baranov Flooring, LLC, DJ Construction Services, LLC, Creative Wood Floors, LLC, Geraldo Cunha, Ebenezer Flooring, LLC, Enmanuel Flooring and Siding, LLC, Eusi Flooring and Covering, LLC, Nicolas Flores, Alexander Martinez, Isidru Mejia, Juan Perez Son, Ernesto M. Perez, B&B Construction, LLC Jose Dias Rodrigues, Livia Sousa, Jose Betio Pereira, Jose Pax Castro Hernandez, Divinio Aparecido Corgosinho, Ricardo Chiche, CEBS Construction, Bayshore Siding and Flooring, Sebastio Luiz De Araujo, and John Does 1-4,

Fourth Party Defendants.

Alpha Omega Construction Group, Inc.,

Fourth Party Plaintiff,

v.

Garcia Roofing, LLC, Adolfo Garcia d/b/a Garcia Roofing, and Juan Garza Ramos,

Fourth Party Defendants.

Third-Party Defendant Guaranteed Framing, LLC submits the following Memorandum of Law in response to Defendant/Third-Party Plaintiff Lennar Carolinas, LLC's ("Lennar") Amended Motion to Compel Arbitration dated March 30, 2016.

Background

This construction defect case involves nine houses located in The Abbey at Spring Grove Plantation in Berkeley County, South Carolina. Lennar was the developer and general contractor of the residences. Plaintiffs filed suit in December of 2014 against Lennar and other subcontractors. Plaintiffs also seek class certification for all homeowners in The Abbey.

On November 25, 2015, Lennar filed its Answer to Plaintiffs' First Amended Complaint, Cross-Claim, and Third-Party Complaint, which includes a claim against Guaranteed Framing, who is alleged to have performed framing work at the project. According to Guaranteed Framing's records, it performed work at The Abbey from September of 2011 through April of 2015. *(Affidavit of Helen Dray, ¶4.)* Based on records produced by Lennar, construction on the Plaintiffs' residences took place between 2011 and 2013.

Lennar has moved this Court to compel arbitration of its claims against Plaintiffs and all of the subcontractor parties. Lennar asserts that its claims against Guaranteed Framing are subject to mandatory and binding arbitration based on terms in Guaranteed Framing's contracts with Lennar: the Contractor Base Agreement, dated May 15, 2007, *(Ex. 41 to the Affidavit of Robert Mauch)* and the Master Trade Partner Agreement, dated August 6, 2015, *(Ex. 42 to the Affidavit of Robert Mauch)*. Guaranteed Framing agrees that if Plaintiffs are compelled to submit their claims to arbitration, then Lennar can join its claims against Guaranteed Framing in those

arbitrations as set forth in the 2007 Contractor Base Agreement. If, however, Lennar is unable to enforce its arbitration provisions against Plaintiffs, it cannot compel Guaranteed Framing to submit to arbitration because the applicable contract does not provide for arbitration without there being a third party claim being adjudicated in the same action.

Arbitration Provisions Applicable to Guaranteed Framing

Arbitration agreements are required to meet the basic tenets and requirements of contract law. *Towlers v. United Health Care Corp.*, 338 S.C. 29, 529 S.E. 2d 839 (Ct. App. 1999). Additionally, arbitration is a matter of contract, and a court's evaluation of the enforceability of an arbitration agreement is guided by the general principles of contract law. *Grant v. Magnolia Manor-Greenwood Inc.*, 383 S.C. 125, 678 S.E.2d 439 (2009). Under South Carolina common law, in order to have a valid and enforceable contract, there must be a meeting of the minds between the parties with regard to all essential and material terms of the agreement. *Player v. Chandler*, 299 S.C. 101, 382 S.E.2d 891 (1989). A party cannot be required to submit to arbitration any dispute which he has not agreed to submit. *Aiken v. World Fin. Corp. of SC*, 373 S.C. 144, 644 S.E.2d 705 (2007). Therefore, the Court must examine the terms and conditions in the contracts that Lennar claims govern its relationship with Guaranteed Framing.

A. Lennar cannot compel Guaranteed Framing to arbitrate claims in this case under the 2015 Master Trade Partner Agreement.

While the arbitration language in §1 of Amendment No. 3 to the 2015 Master Trade Partner Agreement requires binding arbitration of "any claim or controversy that arises out of or relates to, directly or indirectly . . . any dealings between the parties," the Agreement was signed in August of 2015, several months after Guaranteed Framing's work at the project was completed in April of 2015. *(Affidavit of Helen Dray, ¶5.)* Moreover, the work on Plaintiffs'

residences was completed in 2013. Therefore, the 2015 Master Trade Partner Agreement does not govern the work performed by Guaranteed Framing at the The Abbey, is not applicable to the claims in this litigation, and cannot serve as a means to compel arbitration against Guaranteed Framing for these claims. Rather, the parties' 2007 contract governs their duties and responsibilities prior to August of 2015.

B. Lennar cannot compel Guaranteed Framing to arbitrate claims under the 2007 Contractor Base Agreement unless it is successful in compelling Plaintiffs to arbitrate these claims.

Section 15 of the 2007 Contractor Base Agreement does not contain a standard general arbitration requirement. Rather it first contemplates that Lennar and Guaranteed Framing would resolve any disputes in a non-jury trial: "Contractor and Lennar . . . agree to waive the right to trial by jury in connection with any litigation or judicial proceeding relating to or concerning, directly or indirectly, this agreement or any other rights or obligations between Lennar, Contractor and all persons acting by, through or under Lennar or Contractor." If, however, Lennar is a party to a lawsuit in which it is required to try the dispute before a jury, then the Agreement indicated that the waiver of jury trial shall also not apply to any claims by or between Lennar and Guaranteed Framing. Section 15 then states:

> if Lennar is a party to an arbitration action, is required to try the dispute before an arbitrator(s), and believes that contractor is liable, in whole or in part, for the claims being made in the arbitration, then Lennar and contractor agree that the disputes between them will be fully and finally resolved in such arbitration, and in accordance with the arbitration act and arbitration rules then governing the arbitration, and not by judge or by jury.

In other words, Lennar cannot compel Guaranteed Framing to participate in arbitration unless Lennar is a party to an arbitration action brought by a third party which involves claims that potentially concern Guaranteed Framing's work or responsibility. Otherwise, §15 provides that

claims between Lennar and Guaranteed Framing are to be decided in a non-jury trial unless Lennar is facing a jury trial of claims brought by a third party involved in the litigation.

Therefore, based on a plain reading of the waiver of jury trial and arbitration provisions in the 2007 Agreement, the parties agreed that the primary means of addressing disputes between them would be by non-jury trial, and Guaranteed Framing is only required to submit to arbitration if Lennar is successful in compelling Plaintiffs to arbitrate their claims. If not, there is no basis in the contract under which Lennar can compel Guaranteed Framing to arbitrate any disputes. Accordingly, if Plaintiffs' claims against Lennar are not subject to arbitration, then Lennar's motion to compel arbitration against Guaranteed Framing must be denied.

C. Neither contract meets the requirements of the SCAA.

In addition, and by way of preservation of issues, neither the 2015 Master Trade Partner Agreement nor the 2007 Contractor Base Agreement meet the requirements of the South Carolina Arbitration Act. Under the Act, the notice that the contract is subject to arbitration must appear in typed, underlined capital letters or be rubber stamped prominently on the first page of the document. S.C. Code §15-48-10(a). The first pages of both contracts contain no such notice and, therefore, fail to meet the requirements to compel Guaranteed Framing to arbitrate these claims under the SCAA. *Zabinski v. Bright Acres Assocs.*, 346 S.C. 580, 553 S.E.2d 110 (2001).

Conclusion

If Lennar is unsuccessful in compelling Plaintiffs to arbitrate their claims against it, then Lennar cannot compel Guaranteed Framing to arbitration based on a plain reading of the only applicable contract. Under those conditions, Guaranteed Framing asks that Lennar's motion be denied. Otherwise, it is in the best interests of all parties, and the courts, that all of Lennar's

claims against all parties and all parties' claims against Lennar be dealt with in an orderly, unified manner by a single source of authority.

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This 11th day of April, 2016

Charleston, South Carolina

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
) NINTH JUDICIAL CIRCUIT
COUNTY OF BERKELEY) CASE NO.: 2014-CP-08-02424

Patricia Damico and Lenna Lucas, individually and on behalf of all others similarly situated, Joshua and Brettany Buetow, Edward and Sylvia Dengg, Jonathan and Theresa Douglass, Anthony and Stacey Ray, Danny and Ellen Davis Morrow, Czara and Chad England, Bryan and Cynthia Camara, and Matthew Collins,

Plaintiffs,

v.

Lennar Carolinas, LLC, Spring Grove Plantation Development, Inc., Manale Landscaping, LLC, Super Concrete of SC, Inc., Southern Green, Inc., TJB Trucking/Leasing, LLC, Paragon Site Constructors, Inc., Civil Site Environmental, Inc., and Rick Bryant,

Defendants.

Lennar Carolinas, LLC,

Third-Party Plaintiff,

v.

The Earthworks Group, Inc., Volkmar Consulting Services, LLC, Geometrics Consulting, LLC, Land/Site Services, Inc., Myers Landscaping, Inc., A.C. & A. Concrete, Inc., Knight's Concrete Products, Inc., Knights Redi-Mix, Inc., Coastal Concrete Southeast, LLC, Coastal Concrete Southeast II, LLC, Guaranteed Framing, LLC, Ozzy Construction, LLC, Construction Applicators Charleston, LLC, LA New Enterprises, LLC, Décor Corporation, DVS, Inc., Raul Martinez

52337544-1

THIRD-PARTY DEFENDANT GUARANTEED FRAMING, LLC'S SUPPLEMENTAL MEMORANDUM OF LAW IN RESPONSE TO LENNAR'S AMENDED MOTION TO COMPEL ARBITRATION

FILED
2016 APR 28 AM 11:47
MARY P. BROWN
CLERK OF COURT
BERKELEY COUNTY, S.C.

E.M

Masonry, LLC, Alpha Omega Construction Group, Inc., South Carolina Exteriors, LLC, Builders FirstSource – Southeast Group, LLC, and Low Country Renovations and Siding, LLP,

Third-Party Defendants.

Décor Corporation,

Fourth-Party Plaintiff,

v.

Baranov Flooring, LLC, DJ Construction Services, LLC, Creative Wood Floors, LLC, Geraldo Cunha, Ebenezer Flooring, LLC, Enmanuel Flooring and Siding, LLC, Eusi Flooring and Covering, LLC, Nicolas Flores, Alexander Martinez, Isidru Mejia, Juan Perez Son, Ernesto M. Perez, B&B Construction, LLC Jose Dias Rodrigues, Livia Sousa, Jose Betio Pereira, Jose Pax Castro Hernandez, Divinio Aparecido Corgosinho, Ricardo Chiche, CEBS Construction, Bayshore Siding and Flooring, Sebastio Luiz De Araujo, and John Does 1-4,

Fourth Party Defendants.

Alpha Omega Construction Group, Inc.,

Fourth Party Plaintiff,

v.

Garcia Roofing, LLC, Adolfo Garcia d/b/a Garcia Roofing, and Juan Garza Ramos,

Fourth Party Defendants.

Third-Party Defendant Guaranteed Framing, LLC submits the following Supplemental Memorandum of Law in response to Defendant/Third-Party Plaintiff Lennar Carolinas, LLC's ("Lennar") Amended Motion to Compel Arbitration dated March 30, 2016, in addition to its initial memorandum and the oral argument on April 11, 2016.

Summary of Guaranteed Framing's Position

Lennar moved this Court to compel arbitration of its claims against Plaintiffs and all of the subcontractor parties. Lennar asserts that its claims against Guaranteed Framing are subject to mandatory and binding arbitration based on terms in Guaranteed Framing's contracts with Lennar: the Contractor Base Agreement, dated May 15, 2007, *(Ex. 41 to the Affidavit of Robert Mauch)* and the Master Trade Partner Agreement, dated August 6, 2015, *(Ex. 42 to the Affidavit of Robert Mauch)*. Guaranteed Framing admits that the 2007 Contractor Base Agreement allows Lennar to join its claims against Guaranteed Framing in the arbitration with Plaintiffs if Plaintiffs are compelled to submit their claims to arbitration. If, however, Lennar is unable to enforce its arbitration provisions against Plaintiffs, it cannot independently compel Guaranteed Framing to submit to arbitration, because the arbitration provision in the applicable contract is derivative and, therefore, does not provide for arbitration without a third party claim being adjudicated in the same action. In addition, the 2015 Master Trade Partner Agreement does not govern the work and cannot serve as a means to compel arbitration against Guaranteed Framing for these claims.

Supplemental Argument

During oral argument, Lennar asserted that it can compel Guaranteed Framing to arbitrate claims concerning The Abbey based on the parties' 2015 Master Trade Partner Agreement (the "2015 Agreement"), which was signed in August of 2015, several months after Guaranteed

Framing's work at the project was completed in April of 2015, and several years after the work on Plaintiffs' residences was completed in 2013. *(Affidavit of Helen Dray, ¶5.)* In so doing, it relies on the arbitration language in §1 of Amendment No. 3 to the 2015 Agreement, which provides for resolution via binding arbitration of "any claim or controversy that arises out of or relates to, directly or indirectly this Agreement or any dealings between the parties . . . ." *(Ex. 42 to the Affidavit of Robert Mauch).*

Under South Carolina common law, in order to have a valid and enforceable contract, there must be a meeting of the minds between the parties with regard to all essential and material terms of the agreement. *Player v. Chandler*, 299 S.C. 101, 105, 382 S.E.2d 891, 893 (1989). A party cannot be required to submit to arbitration any dispute which he has not agreed to submit. *Aiken v. World Fin. Corp. of SC*, 373 S.C. 144, 149, 644 S.E.2d 705, 708 (2007). Therefore, in deciding whether an arbitration agreement covers a particular dispute, the Court must determine whether the factual allegations underlying the claim fall within the scope of the agreement. *Zabinski v. Bright Acres Assocs.*, 346 S.C. 580, 597, 553 S.E.2d 110, 118 (2001). "A broadly-worded arbitration clause applies to disputes that do not arise under the governing contract when a 'significant relationship' exists between the asserted claims and the contract in which the arbitration clause is contained." 346 S.C. at 598, 553 SE2d at 119.

Here, there is no significant relationship between the 2015 Agreement and claims for allegedly defective construction in The Abbey, the work on which was completed prior to the date of the document. Therefore, the 2015 Agreement and any dealings thereunder would have nothing to do with Guaranteed Framing's work at The Abbey.

While South Carolina courts have retroactively applied arbitration clauses to disputes arising under prior contracts, they did so on the basis of the significant relationship between the subject of the prior contract and the new contract. *Vestry and Church Wardens of the Church of the Holy Cross v. Orkin Exterminating Co., Inc.*, 356 S.C. 202, 588 S.E.2d 136 (Ct. App. 2003). In the *Holy Cross* case, the court found that an arbitration clause in a later contract did not apply to claims involving Orkin's treatment of other real property owned by the church, finding no evidence of an intent to apply the clause to prior-completed projects. 356 S.C. at 210, 588 S.E.2d at 141-142. The court noted that, although the arbitration clause in Orkin's new contract did not expressly limit the application to future projects, it also contained no language expanding its coverage to prior-completed projects. *Id.* It observed that Orkin could have included such language in the subsequent contract if that truly was the intent of the parties, but did not. In so finding, the court explained that to view the general principle that doubtful interpretations of language are to be resolved in favor of arbitration to allow a party to "insulate itself from pre-existing claims by failing to say so in explicit terms" would be "a fundamental distortion of the principle." 356 S.C. at 211, 588 S.E.2d at 141 (quoting *Hendrick v Brown & Root, Inc.*, 50 F. Supp.2d 527, 535 (E.D.Va. 1999)).

Like the contract in *Holy Cross*, the 2015 Agreement does not evidence an intention to apply the clause to claims concerning projects completed under a prior contract or which were completed prior to the 2015 Agreement. The arbitration clause does not mention any prior projects or work. If it were the intent of Lennar to include earlier projects within the scope of the 2015 Agreement, it could have so stated. Moreover, there is no evidence of any correlation between the subject matter of the 2015 Agreement and the claims in the Abbey. Accordingly,

the Court should find that Lennar cannot compel Guaranteed Framing to arbitrate claims concerning The Abbey based on the arbitration provisions contained in the 2015 Agreement.

Conclusion

If Lennar is unsuccessful in compelling Plaintiffs to arbitrate their claims against it, then Lennar cannot compel Guaranteed Framing to arbitration based on a plain reading of the only applicable contract. Under those conditions, Guaranteed Framing asks that Lennar's motion be denied. Otherwise, it is in the best interests of all parties, and the courts, that all of Lennar's claims against all parties and all parties' claims against Lennar be dealt with in an orderly, unified manner by a single source of authority.

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This 25th day of April, 2016

Charleston, South Carolina

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	NINTH JUDICIAL CIRCUIT
COUNTY OF BERKELEY	)	CASE NO.: 2014-CP-08-02424
Patricia Damico and Lenna Lucas, individually and on behalf of all others similarly situated, Joshua and Brettany Buetow, Edward and Sylvia Dengg, Jonathan and Theresa Douglass, Anthony and Stacey Ray, Danny and Ellen Davis Morrow, Czara and Chad England, Bryan and Cynthia Camara, and Matthew Collins,	)	
Plaintiffs,	)	**GUARANTEED FRAMING, LLC'S MOTION TO ALTER OR AMEND**
v.	)	
Lennar Carolinas, LLC, Spring Grove Plantation Development, Inc., Manale Landscaping, LLC, Super Concrete of SC, Inc., Southern Green, Inc., TJB Trucking/Leasing, LLC, Paragon Site Constructors, Inc., Civil Site Environmental, Inc., and Rick Bryant,	)	
Defendants.	)	
Lennar Carolinas, LLC,	)	
Third-Party Plaintiff,	)	
v.	)	
The Earthworks Group, Inc., Volkmar Consulting Services, LLC, Geometrics Consulting, LLC, Land/Site Services, Inc., Myers Landscaping, Inc., A.C. & A. Concrete, Inc., Knight's Concrete Products, Inc., Knights Redi-Mix, Inc., Coastal Concrete Southeast, LLC, Coastal Concrete Southeast II, LLC, Guaranteed Framing, LLC, Ozzy Construction, LLC, Construction Applicators Charleston, LLC, LA New Enterprises, LLC, Décor Corporation, DVS, Inc., Raul Martinez	)	

FILED
2016 OCT -3 PM 2:52
MARY P. BROWN
CLERK OF COURT
BERKELEY COUNTY, SC

TSM

Masonry, LLC, Alpha Omega Construction Group, Inc., South Carolina Exteriors, LLC, Builders FirstSource – Southeast Group, LLC, and Low Country Renovations and Siding, LLP,

Third-Party Defendants.

Décor Corporation,

Fourth-Party Plaintiff,

v.

Baranov Flooring, LLC, DJ Construction Services, LLC, Creative Wood Floors, LLC, Geraldo Cunha, Ebenezer Flooring, LLC, Emmanuel Flooring and Siding, LLC, Eusi Flooring and Covering, LLC, Nicolas Flores, Alexander Martinez, Isidru Mejia, Juan Perez Son, Ernesto M. Perez, B&B Construction, LLC Jose Dias Rodrigues, Livia Sousa, Jose Betio Pereira, Jose Pax Castro Hernandez, Divinio Aparecido Corgosinho, Ricardo Chiche, CEBS Construction, Bayshore Siding and Flooring, Sebastio Luiz De Araujo, and John Does 1-4,

Fourth Party Defendants.

Alpha Omega Construction Group, Inc.,

Fourth Party Plaintiff,

v.

Garcia Roofing, LLC, Juan Garza Ramos, Jose Vera, and Espino Roofing, LLC,

Fourth Party Defendants.

South Carolina Exteriors, LLC,

Fourth-Party Plaintiff,

v.

Juan Garza Ramos d/b/a Juan Constructors,

Fourth Party Defendants.

Guaranteed Framing, LLC,

Fourth-Party Plaintiff,

v.

First Construction, LLC, JC Contractors, LLC, Morenos Carpentry, LLC and Unique Framing, LLC,

Fourth Party Defendants.

Third-Party Defendant/Fourth-Party Plaintiff Guaranteed Framing, LLC ("Guaranteed"), by and through undersigned counsel, and pursuant to Rule 59(e), SCRCP, hereby moves for this Court to alter or amend its Order Denying Defendant Lennar's Motion to Compel Arbitration, which was signed by Judge Nicholson on September 19, 2016 (the "Order").

The Order arises from the Court's hearing of Lennar Carolinas, LLC's ("Lennar") Amended Motion to Compel Arbitration dated March 30, 2016 ("Lennar's Motion"). In Lennar's Motion, Lennar sought to compel arbitration of both Plaintiffs' claims against it and its claims against the third-party defendants, including Guaranteed. In response to Lennar's Motion, numerous first and third-party defendants filed memoranda in opposition to Lennar's Motion, including Guaranteed, which submitted its *Memorandum of Law in Response to Lennar's Motion to Compel Arbitration* (dated 4.11.16) and *Supplemental Memorandum of Law in Response to Lennar's Amended Motion to Compel Arbitration* (dated 4.25.16) (jointly referred to herein as "Guaranteed's Memoranda in Opposition"). Additionally, at the hearing on 4.11.16, Guaranteed joined many other first and third-party defendants in offering oral argument in opposition to

Lennar's Motion. Despite the foregoing, the Order does not specifically address Lennar's Motion as it relates to Guaranteed or the other third-party defendants. Instead, the Order is limited to a ruling on whether Plaintiffs' claims against Lennar are arbitrable. Accordingly, Guaranteed hereby respectfully requests that this Court alter or amend the Order to add the following findings proffered in Guaranteed's Memoranda in Opposition and at oral argument:

(1) Lennar's attempt to compel Guaranteed to arbitrate pursuant to the August 6, 2015 Master Trade Partner Agreement (Ex. 41 to the Affidavit of Robert Mauch)(the "2015 Master Trade Partner Agreement") is denied, because the 2015 Master Trade Partner Agreement was entered into after Guaranteed's work on the subject project was complete and therefore the subject project does not fall within the purview of and is not governed by the 2015 Master Trade Partner Agreement;

(2) Lennar's attempt to compel Guaranteed to arbitrate pursuant to the 2015 Master Trade Partner Agreement is further denied, because the 2015 Master Trade Partner Agreement is not retroactive, as there is no "significant relationship" between the claims asserted by Lennar and the 2015 Master Trade Partner Agreement;

(3) Lennar's attempt to compel Guaranteed to arbitrate pursuant to the May 15, 2007 Contractor Base Agreement (Ex. 42 to the Affidavit of Robert Mauch)(the "2007 Contractor Base Agreement") between Lennar and Guaranteed is denied, because the 2007 Contractor Base Agreement requires Guaranteed to arbitrate only if Plaintiffs are likewise required to arbitrate, and this Court has determined that Plaintiffs' claims are not subject to binding arbitration; and

(4) To the extent Lennar seeks to compel Guaranteed to arbitrate under the South

Carolina Arbitration Act, as an additional basis for denying Lennar's Motion, neither the 2015 Master Trade Partner Agreement nor the 2007 Contractor Base Agreement satisfy the notice requirements of S.C. Code Ann. § 15-48-10(a).

In sum, because Lennar's Motion seeks to compel both Plaintiffs and Guaranteed to arbitrate, and because this Court heard arguments from both Lennar and Guaranteed with respect to the same, Guaranteed respectfully requests that the Order be supplemented and/or amended to include the aforementioned findings.

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The 29th day of September, 2016
Charleston, South Carolina

STATE OF SOUTH CAROLINA

COUNTY OF BERKELEY

IN THE COURT OF COMMON PLEAS

CIVIL ACTION NO: 2014-CP-08-02424

PATRICIA DAMICO AND LENNA LUCAS, individually and on behalf of all others similarly situated, JOSHUA AND BRETTANY BUETOW, EDWARD AND SYLVIA DENGG, JONATHAN AND THERESA DOUGLASS, ANTHONY AND STACEY RAY, DANNY AND ELLEN DAVIS - MORROW, CZARA AND CHAD ENGLAND, BRYAN AND CYNTHIA CAMARA, AND MATTHEW COLLINS

Plaintiffs.

LENNAR CAROLINAS, LLC, SPRING GROVE PLANTATION DEVELOPMENT, INC., MANALE LANDSCAPING, LLC, SUPER CONCRETE OF SC, INC., SOUTHERN GREEN, INC., TJB TRUCKING/LEASING, LLC, PARAGON SITEWORK CONSTRUCTORS, INC., CIVIL SITE ENVIRONMENTAL, INC, AND RICK BRYANT,

Defendants.

LENNAR CAROLINAS, LLC

Third-Party Plaintiff,

VS.

THE EARTHWORKS GROUP, INC., VOLKMAR. CONSULTING SERVICES, LLC, GEOMETRICS CONSULTING, LLC, LAND/SITE SERVICES, INC., MYERS LANDSCAPING, INC,, A,C. & A. CONCRETE, INC., KNIGHT'S CONCRETE PRODUCTS, INC., KNIGHT'S REDI-MIX,

AFFIDAVIT OF MARK WETULA

INC.,COASTAL CONCRETE SOUTHEAST, LLC, COASTAL CONCRETE SOUTHEAST II, LLC, GUARANTEED FRAMING, LLC, OZZYCONSTRUCTION,LLC, CONSTRUCTIONAPPLICATORS, CHARLESTON,LLC,LA NEW ENTERPRISES, LLC, DÉCOR CORPORATION, DVS, INC., RAUL MARTINEZ MASONRY, LLC, ALPHA OMEGA CONSTRUCTION GROUP, INC., SOUTH CAROLINA EXTERIORS, LLC; BUILDERS FIRST SOURCE-SOUTHEAST GROUP LLC, AND LOW COUNTRY RENOVATIONS AND SIDING, LLP

Third-Party Defendants.

Before me, the undersigned, personally appeared, being first duly sworn, deposes and says that:

1. I, Mark John Wetula, former Chief Financial Officer for Coastal Concrete Southeast, LLC and Coastal Concrete Southeast II, LLC began working in that capacity for Coastal Concrete Southeast, LLC in January of 2008.

2. The assets of Coastal Concrete Southeast, LLC were purchased by Coastal Concrete Southeast II, LLC on November 12, 2009. At that time, I was hired as Chief Financial Officer for Coastal Concrete Southeast II, LLC.

3. Upon information and belief, Coastal Concrete Southeast, LLC did not enter into any contracts or perform any work on the properties subject to the lawsuit entitled Patricia Damico and Lenna Lucas, et al. v. Coastal Concrete Southeast II, et al. Civil Action No.: 2014-CP-08-2424 prior to its purchase by Coastal Concrete Southeast II, LLC. As such, Coastal Concrete Southeast, LLC is not a proper party to this action.

4. Affiant further states that he is familiar with the nature of an oath and with penalties as provided by the laws of South Carolina for falsely swearing to statements made in an instrument

of this nature. Affiant further certifies that he has fully read this affidavit and understands its contents.

FUTHER AFFIANT SAYETH NOT

Mark Wetula

Sworn to and subscribed before me
this 22 day of March, 2016

Notary Public for Dekalb County
My commission expires: Aug. 22. 2016

C SAMS NOTARY PUBLIC DEKALB COUNTY GEORGIA EXPIRES AUG. 21, 2016

STATE OF SOUTH CAROLINA

COUNTY OF BERKELEY

Patricia Damico and Lenna Lucas, individually and on behalf of all others similarly situated, Joshua and Brettany Buetow, Edward and Sylvia Dengg, Jonathan and Theresa Douglass, Anthony and Stacey Ray, Danny and Ellen Davis Morrow, Czara and Chad England, Bryan and Cynthia Camara, and Matthew Collins,

Plaintiffs,

vs.

Lennar Carolinas, LLC, Spring Grove Plantation Development Inc., Manale Landscaping, LLC, Super Concrete of SC, Inc., Southern Green, Inc., TJB Trucking/Leasing, LLC, Paragon Site Constructors, Inc., Civil Site Environmental, and Rick Bryant, individually,

Defendants.

Lennar Carolinas, LLC,

Third-Party Plaintiff,

vs.

The Earthworks Group, Inc., Volkmar Consulting Services, LLC, Geometrics Consulting, LLC, Land/Site Services, Inc., Myers Landscaping, Inc., A.C. & A. Concrete, Inc., Knight's Concrete Products, Inc., Knight's Redi-Mix, Inc., Coastal Concrete Southeast, LLC, Coastal Concrete Southeast II, LLC, Guaranteed Framing, LLC, Ozzy Construction, LLC, Construction Applicators Charleston, LLC, LA New Enterprises, LLC, Decor Corporation, DVS, LLC, Raul Martinez Masonry, LLC, Alpha Omega Construction Group, Inc., South Carolina Exteriors, LLC, Builders Firstsource - Southeast Group, LLC and Low Country Renovations and Siding, LLP,

Third-Party Defendants.

IN THE COURT OF COMMON PLEAS
FOR THE NINTH JUDICIAL CIRCUIT
Case No. 2014-CP-08-02424

SUPER CONCRETE OF SC, INC.'S MEMORANDUM OF LAW IN OPPOSITION TO LENNAR CAROLINA LLC'S AMENDED MOTION TO COMPEL ARBITRATION

FILED
2016 APR 11 PM 1:22
JEANNY P. BROWN
CLERK OF COURT
BERKELEY COUNTY, SC

F.K

This matter is before the Court by motion of Lennar Carolina LLC ("Lennar") to dismiss or stay the above-captioned action and to compel arbitration by all parties. For the following reasons, Defendant Super Concrete of SC, Inc. ("Super Concrete") opposes said motion and requests that it be denied, in all or in part.

BACKGROUND

This case arises from the construction of nine residences within The Abbey at Spring Grove Plantation ("The Abbey") in Berkeley County, South Carolina. The construction of these residences occurred between 2011 and 2013. Lennar acted as the developer, general contractor and seller of the residences in The Abbey. Plaintiffs filed their initial Complaint in December 2014 alleging deficiencies in the construction of Plaintiffs' residences. In February 2015 Lennar filed its Answer, Cross-Claims and Third-Party Complaint, including therein third-party claims against Super Concrete. Super Concrete is alleged to have provided concrete flatwork, driveways, walkways and foundation slabs at The Abbey. In November 2015 Plaintiffs filed an Amended Complaint asserting therein direct claims against Super Concrete.

On April 30, 2015 Super Concrete served interrogatories and requests for production on Plaintiffs' counsel and Lennar's counsel. Lennar has neither responded to this discovery nor provided a single document in support of any claims against Super Concrete. Plaintiffs responded to the interrogatories but failed to produce any documents in support of any claims against Super Concrete. Super Concrete's motions to compel are pending against both Plaintiffs and Lennar.

ARGUMENT

Arbitration is a matter of contract, and a party cannot be required to arbitrate any dispute which he has not agreed to arbitrate. Chassereau v. Global-Sun Pools, Inc., 373 S.C. 168, 644 S.E.2d 718, 720 (2007), citing, Zabinski v. Bright Acres Assocs., 346 S.C. 580, 553 S.E.2d 110 (2001). Whether an enforceable or valid arbitration agreement exists between the parties is a question of state contract law. First Options of Chicago, Inc. V. Kaplan, 514 U.S. 938, 944, 115 S.Ct. 1920 (1987). The constraint on courts to resolve disputes in favor of arbitration is not an absolute truism intended to replace careful judicial analysis.

Chassereau, 644 S.E.2d at 721. The judicial inquiry is not focused solely on an examination of contractual formation defects such as lack of mutual assent and want of consideration but also on such grounds as exist at law or in equity for the revocation of any contract. Hooters of America, Inc. v. Phillips, 173 F.3d 933, 938 (4th Cir. 1999).

Lennar attached to its motion a Subcontract Agreement and a Supplier Base Agreement both dated June 10, 2008 between Lennar and Super Concrete. Super Concrete executed these agreements three years before Lennar even owned any property relating to The Abbey, and these agreements only pertain to projects in Horry County. In fact, no written agreement between Lennar and Super Concrete exists regarding The Abbey and there certainly exists no agreement to arbitrate any dispute in The Abbey.

Lennar's motion alleges that its contracts with Super Concrete pass the requirements of both the South Carolina Arbitration Act (S.C. Code Section 15-48-10, et. seq.) and the Federal Arbitration Act (9 U.S.C. Section 1, et. seq.). In fact, Lennar cannot satisfy the requirements of either statute, because it had no written contract with Super Concrete and Super Concrete never agreed to arbitrate this dispute.

I. BOTH AGREEMENTS FAIL THE NOTICE REQUIREMENT OF THE SOUTH CAROLINA ARBITRATION ACT

The South Carolina Arbitration Act, Section 15-48-10(a) provides:

> Notice that a contract is subject to arbitration pursuant to this chapter shall be typed in underlined capital letters, or rubber-stamped prominently, on the first page of the contract and unless such notice is displayed thereon the contract shall not be subject to arbitration.

Courts strictly construe the notice requirement of S.C. Code Section 15-48-10(a). Zabinski, 553 S.E.2d at 588. The terms of this section are clear and must be applied according to their literal meaning. Id., citing, Soil Remediation Co. v. Nu-Way Envtl., Inc., 323 S.C. 454, 476 S.E.2d 149 (1996). No variation is acceptable. Id.

Even if this Court were to consider the agreements presented by Lennar, the first page of both agreements are silent as to arbitration. As a result, both agreements and Lennar's motion fail the statutory requirements as set forth in Zabinski to compel Super Concrete to arbitration pursuant to the South Carolina Arbitration Act.

II. LENNAR HAS NO WRITTEN AGREEMENT WITH SUPER CONCRETE THAT MEETS THE REQUIREMENTS OF THE FEDERAL ARBITRATION ACT

To compel arbitration pursuant to the Federal Arbitration Act a party must establish all of four threshold factors: "(1) the existence of a dispute between the parties, (2) a written agreement that includes an arbitration provision which purports to cover the dispute, (3) the relationship of the transaction, which is evidenced by the agreement, to interstate or foreign commerce, and (4) the failure, neglect or refusal of the defendant to arbitrate the dispute." American General Life and Accident Insurance Co. v. Wood, 429 F.3d 83, 87 (4th Cir. 2005) and THI of S.C. at Columbia, LLC v. Wiggins, 2011 U.S. Dist. LEXIS 103638 (D.S.C. 9/13/2011), citing, Am. Gen. Life & Accident Ins. Co. v. Wood, 429 F.3d 87, 87 (4th Cir. 2005). In deciding the second threshold factor, courts consider whether (1) a valid arbitration agreement exists and (2) whether the dispute falls within the substantive scope of the arbitration agreement. THI, citing, AT&T Tech. v. Commc'ns Workers of Am., 475 U.S. 643, 651 (1986).

A. The alleged subcontract and base agreement fail the second threshold factor to compel arbitration as the above-captioned dispute does not fall within the substantive scope of these agreements.

Lennar attached to its motion a copy of its alleged subcontract and base agreement with Super Concrete, which Lennar alleges to cover The Abbey. The alleged subcontract and base agreement fail to reference The Abbey anywhere in the contracts terms and the contracts fail to specifically reference Super Concrete's applicable scope of labor or materials. In the fifteen months since Plaintiffs' filed the above-captioned dispute, Plaintiffs and Lennar failed to produced any documentation or expert reports in support of there alleged construction deficiencies. Fore more than a year Lennar continues to refuse to comply with the court rules governing the discovery process. A process Lennar voluntarily subjected its third-party claims against Super Concrete and other parties. Lennar motion provides no basis or connection between the labor and/or materials Super Concrete allegedly provided to The Abbey and its dispute with Plaintiffs.

Even if the alleged subcontract and base agreement could apply to The Abbey, the above-captioned dispute still does not fall within the substantive scope of the alleged subcontract and base agreement. Section

14 of the Subcontract Agreement and Section 19 of the Supplier Base Agreement limit Super Concrete to arbitrate claims or controversies between Lennar and third-parties subject to binding arbitration. On April 7, 2016, Plaintiffs' counsel filed *Plaintiff's Memorandum in Opposition to Defendant Lennar's Motion to Compel Arbitration*. A plain reading of that memorandum establishes that there is no agreement to arbitrate this dispute between Super Concrete and Lennar.

B. The alleged subcontract and base agreement fail the second threshold factor to compel arbitration, because the contracts contain invalid arbitration clauses.

In South Carolina a valid and enforceable contract exists when there is a meeting of the minds between parties with regard to all essential elements and material terms of the contract. THI of S.C. at Columbia, LLC v. Wiggins, 2011 U.S. Dist. LEXIS 103638 (D.S.C. 9/13/2011), citing, Players v. Chandler, 299 S.C. 101, 105, 382 S.E.2d 891 (1989). "The 'meeting of the minds' required to make a contract is not based on secret purpose or intent on the part of one of the parties, stored away in his mind and not brought to the attention of the other party, but must be based on purpose and intention which has been made known or which, from all the circumstances, should be known." Players, 299 S.C. at 105. The designation of a specific arbitral forum is among the material and essential terms of an arbitration clause. Grant v. Magnolia Manor-Greenwood, Inc., 383 S.C. 125, 678 S.E.2d 435 (2009).

Neither the alleged subcontract nor the base supplier agreement define the third-party arbitration agreement referenced to therein. Lennar's claims that arbitration clauses in the covenants to create the greater community known as Spring Grove, in certain recorded deeds, in Plaintiffs' purchase and sale agreements, and Lennar's contracts with other subcontractors are applicable to Super Concrete. Some of these agreements were entered prior to and some after its alleged agreements with Super Concrete. The arbitration clauses within these documents vary from each other in both form, substance and procedural requirements.

Section 17 of the alleged Subcontract Agreement and Section 21.4 of the alleged Supplier Agreement states that the entire agreement between Super Concrete and Lennar is contained in that agreement or the Schedules and Purchase Orders attached thereto. These sections do not incorporate the covenants, Lennar's

contracts with other subcontractors or Lennar's contracts with Plaintiffs or other owners within The Abbey.

Lennar's entire argument is based upon ambiguous terms in agreements for other projects. The court cannot resolve this ambiguity by rewriting the alleged subcontract and base agreement for Lennar. *See*, Grant v. Magnolia Manor-Greenwood, Inc., 383 S.C. 125, 678 S.E.2d 435 (2009). Lennar has failed to offer any argument, much less any evidence to establish the existence of any meeting of the minds in which Super Concrete agreed to arbitrate this dispute in this Berkeley County project.

CONCLUSION

Based on the ground set forth above, Lennar's motion fails to satisfy the requirements of the Federal Arbitration Act or the South Carolina Arbitration Act to compel Super Concrete to arbitrate the above-captioned dispute and the Court should deny Lennar's motion.

ROBERTSON HOLLINGSWORTH & FLYNN, LLC
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Fax: 843-853-9045
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By: _____
R. Patrick Flynn, Esq.
Michael E. Wright, Esq.
Attorneys for Super Concrete of SC, Inc.

Charleston, South Carolina
April 7, 2016

STATE OF SOUTH CAROLINA

COUNTY OF BERKELEY

IN THE COURT OF COMMON PLEAS
FOR THE NINTH JUDICIAL CIRCUIT
CASE NO.: 2014-CP-08-02424

PATRICIA DAMICO AND LENNA LUCAS, individually and on behalf of all others similarly situated, JOSHUA AND BRETTANY BUETOW, EDWARD AND SYLVIA DENGG, JONATHAN AND THERESA DOUGLASS, ANTHONY AND STACEY RAY, DANNY AND ELLEN DAVIS MORROW, CZARA AND CHAD ENGLAND, BRYAN AND CYNTHIA CAMARA, AND MATTHEW COLLINS,

Plaintiffs,

vs.

LENNAR CAROLINAS, LLC, SPRING GROVE PLANTATION DEVELOPMENT, INC., MANALE LANDSCAPING, LLC, SUPER CONCRETE OF SC, INC., SOUTHERN GREEN, INC., TJB TRUCKING/LEASING, LLC, PARAGON SITEWORK CONSTRUCTORS, INC., CIVIL SITE ENVIRONMENTAL, INC., AND RICK BRYANT,

Defendants.

LENNAR CAROLINAS, LLC

Third-Party Plaintiffs,

vs.

THE EARTHWORKS GROUP, INC., VOLKMAR CONSULTING SERVICES, LLC, GEOMETRICS CONSULTING, LLC, LAND/SITE SERVICES, INC., MYERS LANDSCAPING, INC., AC. & A. CONCRETE, INC., KNIGHT'S CONCRETE PRODUCTS, INC., KNIGHT'S REDI-MIX, INC., COASTAL CONCRETE SOUTHEAST, LLC, COASTAL CONCRETE SOUTHEAST II, LLC, GUARANTEED FRAMING, LLC, OZZY

FILED
16 APR 11 PM 1:01
CLERK OF COURT
BERKELEY COUNTY, S.C.

THIRD PARTY DEFENDANT SOUTH CAROLINA EXTERIORS, LLC'S MEMORANDUM IN OPPOSITION TO LENNAR'S AMENDED MOTION TO COMPEL ARBITRATION

CONSTRUCTION, LLC, CONSTRUCTION APPLICATORS CHARLESTON, LLC, LA NEW ENTERPRISES, LLC, DÉCOR CORPORATION, DVS, INC., RAUL MARTINEZ MASONRY, LLC, ALPHA OMEGA CONSTRUCTION GROUP, INC., SOUTH CAROLINA EXTERIORS, LLC; BUILDERS FIRSTSOURCE- SOUTHEAST GROUP, LLC, AND LOW COUNTRY RENOVATIONS AND SIDING, LLP,

Third-Party Defendants,

DÉCOR CORPORATION

Fourth-Party Plaintiffs,

vs.

BARANOV FLOORING, LLC, DJ CONSTRUCTION SERVICES, LLC, CREATIVE WOOD FLOORS, LLC, GERALDO CUNHA, EBENEZER FLOORING, LLC, ENMANUEL FLOORING AND SIDING, LLC, EUSI FLOORING AND COVERING, LLC, NICOLAS FLORES, ALEXANDER MARTINEZ, ISIDRU MEJIA, JUAN PEREZ SON, ERNESTO M. PEREZ, N&B CONSTRUCTION, LLC, JOSE DIAS RODRIGUES, LIVIA SOUSA, JOSE BETIO PEREIRA, JOSE PAZ CASTRO HERNANDEZ, DIVINIO APERECIDO CORGOSINHO, RICARDO CHICHE, CEBS CONSTRUCTION, BAYSHORE SIDING AND FLOORING, SEBASTIO LUIZ DE ARAUJO, AND JOHN DOES 1-4,

Fourth-Party Defendants,

Third-Party Defendant South Carolina Exteriors, LLC ["SC Exteriors"] submits the following Memorandum of Law in opposition to Defendant/Third-Party Plaintiff Lennar Carolinas, LLC's ["Lennar"] Amended Motion to Compel Arbitration dated March 30, 2016.

Background

This construction defect case involves nine houses[1] located in The Abbey at Spring Grove Plantation in Berkeley County, South Carolina. Lennar was the developer and general contractor of the residences. Plaintiffs filed suit in December of 2014 against Lennar and other subcontractors. Plaintiffs also seek class certification for all homeowners in The Abbey.

On November 25, 2015, Lennar filed its Answer to Plaintiffs' First Amended Complaint, Cross-Claim, and Third-Party Complaint, which includes claims against SC Exteriors who is alleged to have performed framing work at the project. According to SC Exteriors' records, it performed work at The Abbey through its subcontractor Juan Garza Ramos d/b/a Juan Contractors on three of the subject residences. (B. Chalfant Aff., ¶3, attached hereto as Exhibit A.) This evidence is corroborated by vendor payment produced by Lennar showing SC Exteriors was only paid for work at 233 Maywood Drive, 238 Maywood Drive, and 240 Maywood Drive (R. Mauch Aff., Ex. A-61).

Lennar has moved this Court to compel arbitration of its claims against Plaintiffs and all of the subcontractor parties. Lennar asserts that its claims against SC Exteriors are subject to mandatory and binding arbitration based on terms in SC Exteriors' contract with Lennar: the Subcontract Agreement, dated 2009, (R. Mauch Aff., Ex. A-53). If Lennar is unable to enforce its arbitration provisions against Plaintiffs, it cannot compel SC Exteriors to submit to arbitration because the applicable contract does not provide for arbitration without there being a third-party claim being adjudicated in the same action.

I. Lennar cannot compel SC Exteriors to arbitrate claims under the 2009 Subcontractor Agreement unless it is successful in compelling Plaintiffs to arbitrate these claims.

[1] SC Exteriors through its subcontractor only worked on three of the Subject Residences. (B. Chalfant Aff. ¶3; R Mauch Aff., Ex. A-61(.

Arbitration agreements are required to meet the basic tenets and requirements of contract law. Towlers v. United Health Care Corp., 338 S.C. 29, 529 S.E. 2d 839 (Ct. App. 1999). Additionally, arbitration is a matter of contract, and a court's evaluation of the enforceability of an arbitration agreement is guided by the general principles of contract law. Grant v. Magnolia Manor-Greenwood Inc., 383 S.C. 125, 678 S.E.2d 439 (2009). Under South Carolina common law, in order to have a valid and enforceable contract, there must be a meeting of the minds between the parties with regard to all essential and material terms of the agreement. Player v. Chandler, 299 S.C. 101, 382 S.E.2d 891 (1989). A party cannot be required to submit to arbitration any dispute which he has not agreed to submit. Aiken v. World Fin. Corp. of SC, 373 S.C. 144, 644 S.E.2d 705 (2007). Therefore, the Court must examine the terms and conditions in the contracts that Lennar claims govern its relationship with SC Exteriors.

Section 14 of the 2009 Subcontractor Agreement does not contain a standard general arbitration requirement. Rather it first contemplates that Lennar and SC Exteriors would resolve any disputes in a non-jury trial. Lennar cannot compel SC Exteriors to participate in arbitration unless Lennar is a party to an arbitration action brought by a third party which involves claims that potentially concern SC Exteriors' work or responsibility.

> 14. Waiver of trial by jury/arbitration: to the full extent allowed by applicable law, the Subcontractor and the contractor hereby expressly covenant and agree to waive the right to trial by Jury in connection with any litigation or judicial proceeding relating to or concerning, directly or indirectly, this agreement or the conduct, omission, action, obligation, duty, right, benefit, privilege or liability of a party, this waiver of right to trial by jury is separately given and is knowingly, intentionally and voluntarily made by the subcontractor and the contractor, and both acknowledge that separate and good and valuable consideration has been provided by each for this waiver. The subcontractor and the contractor have had an opportunity to seek legal counsel concerning this waiver. This waiver is intended to and does encompass each instance and each issue as to which the right to a jury trial would otherwise accrue, the subcontractor and the contractor further certify and represent to each other that no party, representative or agent of the subcontractor or the contractor (including but not limited to, their respective

counsel) has represented, expressly or otherwise to the subcontractor or the contractor or to any agent or representative of the subcontractor or the contractor (including, but not limited to, their respective counsel) that they will not seek to enforce this waiver of right to jury trial. This waiver shall apply to this agreement and any future amendments, supplements or modifications of this agreement, notwithstanding the foregoing, **in the event a claim or controversy arises between contractor and any third party regarding materials supplied and/or work performed by or through subcontractor, and such claim or controversy is subject to binding arbitration between contractor and the third party, subcontractor agrees to participate as a party in any mediation or arbitration, and to be bound by any arbitration proceedings or arbitration ruling in such arbitration**.

Subcontract Agreement, 2009 (R. Mauch Aff., Ex A-53)(emphasis added)

Based on a plain reading of the waiver of jury trial and arbitration provisions in the 2009 Subcontract Agreement, the parties agreed that the primary means of addressing disputes between them would be by non-jury trial, and SC Exteriors is only required to submit to arbitration of claims which it was involved if Lennar is successful in compelling Plaintiffs to arbitrate the respective claims which apply to SC Exteriors. SC Exteriors was not involved in six of the nine residences which are at issue in this suit. There is no basis in the contract under which Lennar can compel SC Exteriors to arbitrate any disputes in which it was not involved. Further, if Plaintiffs' claims against Lennar are not subject to arbitration, then Lennar's motion to compel arbitration against SC Exteriors must be denied.

II. The 2009 Subcontract Agreement does not meet the requirements of the SCAA.

In addition, and by way of preservation of issues, the 2009 Subcontractor Agreement does not meet the requirements of the South Carolina Arbitration Act. Under the Act, the notice that the contract is subject to arbitration must appear in typed, underlined capital letters or be rubber stamped prominently on the first page of the document. S.C. Code § 15-48-10(a). The first pages of the Subcontract Agreement contains no such notice and, therefore, fails to meet the requirements to compel SC Exteriors to arbitrate these claims under the SCAA. Zabinski v.

Bright Acres Assocs., 346 S.C. 580, 553 S.E.2d 110 (2001).

Conclusion

If Lennar is unsuccessful in compelling Plaintiffs to arbitrate their claims against it, then Lennar cannot compel SC Exteriors to arbitration based on a plain reading of the only applicable contract. Under those conditions, SC Exteriors asks that Lennar's motion be denied. SC Exteriors also requests that its Motion to Amend its Answer to Assert Fourth Party Complaint be granted. SC Exteriors further preserves its objection to Plaintiffs' motion for class certification to be argued a future date as SC Exteriors was not involved in the six of the nine residences which are the subject of this suit.

Respectfully Submitted,

BEST HONEYCUTT, P.A.

By: _____
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jenny@besthoneycutt.com
Attorneys for South Carolina Exteriors, LLC

April 11, 2016
Charleston, South Carolina

STATE OF SOUTH CAROLINA)
)
COUNTY OF BERKELEY COUNTY)

IN THE COURT OF COMMON PLEAS
FOR THE NINTH JUDICIAL CIRCUIT

Patricia Damico
☐ Plaintiff,

v.

Lennar Carolinas, LLC, et al.
☒ Defendant.

CASE NO.
2014-CP-08-02424

MOTION AND ORDER INFORMATION
FORM AND COVER SHEET

Plaintiff's Attorney:	Defendant's Attorney:
Michael J. Jordan, Esq, Bar No. Catherine K. Dunn, Esq Address: P.O. Box 1028, Goose Creek, SC 29445 phone: 843-789-4511 fax: 843-789-4591 e-mail: mjordan@steinberglawfirm.com email: cdunn@steinberglawfirm.com other:	Jenny C. Honeycutt, Bar No. 72657 Address: Best Honeycutt, PA 8 Sawgrass Rd., Suite A Charleston, SC 29412 phone: 843-793-4744 fax: 843-793-4278 e-mail: Jenny@besthoneycutt.com other:

☒ **MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III)**
☐ **FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III)**
☐ **PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)**

SECTION I: Hearing Information

Nature of Motion: Motion to Alter or Amend Judgment

Estimated Time Needed: 15 minutes Court Reporter Needed: ☒ YES / ☐ NO

SECTION II: Motion/Order Type

☐ Written motion attached
☐ Form Motion/Order

I hereby move for relief or action by the court as set forth in the attached proposed order.

Signature of Attorney for ☐ Plaintiff / ☒ Defendant — Date submitted: September 29, 2016

SECTION III: Motion Fee

☒ PAID – AMOUNT: $25.00
☐ EXEMPT: (check reason)
☐ Rule to Show Cause in Child or Spousal Support
☐ Domestic Abuse or Abuse and Neglect
☐ Indigent Status ☐ State Agency v. Indigent Party
☐ Sexually Violent Predator Act ☐ Post-Conviction Relief
☐ Motion for Stay in Bankruptcy
☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRCP)
☐ Proposed order submitted at request of the court; or,
reduced to writing from motion made in open court per judge's instructions
Name of Court Reporter:
☐ Other:

FILED
2016 OCT -4 PM 12:31
MARY P. BROWN
CLERK OF COURT
BERKELEY COUNTY, SC

JUDGE'S SECTION

☐ Motion Fee to be paid upon filing of the attached order.
☐ Other:

JUDGE

CODE: Date:

CLERK'S VERIFICATION

Date Filed: Collected by:
☐ MOTION FEE COLLECTED:
☐ CONTESTED – AMOUNT DUE:

25.00

STATE OF SOUTH CAROLINA

COUNTY OF BERKELEY

PATRICIA DAMICO AND LENNA LUCAS, INDNIDUALL Y AND ON BEHALF OF ALL OTHERS SIMILARLY SITUATED, JOSHUA AND BRETT ANY BUETOW, EDWARD AND SYLVIA DENGG, JONATHAN AND THERESA DOUGLASS, ANTHONY AND STACEY RAY,DANNY AND ELLEN DAVIS MORROW, CZARA AND CHAD ENGLAND, BRYAN AND CYNTHIA CAMARA, AND MATTHEW COLLINS,

Plaintiffs,

vs.

LENNAR CAROLINAS, LLC, SPRING GROVE PLANTATION DEVELOPMENT, INC., MANALE LANDSCAPING, LLC, SUPER CONCRETE OF SC, INC., SOUTHERN GREEN, INC., TJB TRUCKING/LEASING, LLC, PARAGON SITEWORK CONSTRUCTORS, INC., CNIL SITE ENVIRONMENTAL, INC., AND RICK BRYANT,

Defendants.

LENNAR CAROLINAS, LLC

Third-Party Plaintiffs,

vs.

THE EARTHWORKS GROUP, INC., VOLKMAR CONSULTING SERVICES, LLC, GEOMETRICS CONSULTING, LLC, LAND/SITE SERVICES, INC., MYERS LANDSCAPING, INC., A.C. & A. CONCRETE, INC., KNIGHT'S CONCRETE PRODUCTS, INC., KNIGHT'S REDI-MIX, INC., COASTAL CONCRETE SOUTHEAST, LLC, COASTAL

IN THE COURT OF COMMON PLEAS
FOR THE NINTH JUDICIAL CIRCUIT
CASE NO.: 2014-CP-08-02424

SOUTH CAROLINA EXTERIORS, LLC'S NOTICE AND MOTION TO ALTER OR AMEND JUDGMENT

TSM

FILED

2018 OCT -4 PM 12:31

MARY P. BROWN
CLERK OF COURT
BERKELEY COUNTY, SC

TSM

CONCRETE SOUTHEAST II, LLC, GUARANTEED FRAMING, LLC, OZZY CONSTRUCTION, LLC, CONSTRUCTION APPLICATORS CHARLESTON, LLC, LA NEW ENTERPRISES, LLC, DECOR CORPORATION, DYS, INC., RAUL MARTINEZ MASONRY, LLC, ALPHA OMEGA CONSTRUCTION GROUP, INC., SOUTH CAROLINA EXTERIORS, LLC, BUILDERS FIRSTSOURCE SOUTHEAST GROUP, LLC AND LOW COUNTRY RENOVATIONS AND SIDING, LLP

Third-Party Defendants,

DECOR CORPORATION

Fourth-Party Plaintiffs,

vs.

BARANOV FLOORING, LLC, DJ CONSTRUCTION SERVICES, LLC, CREATIVE WOOD FLOORS, LLC, GERALDO CUNHA, EBENEZER FLOORING, LLC, ENMANUEL FLOORING AND SIDING, LLC, EUSI FLOORING AND COVERING, LLC, NICOLAS FLORES, ALEXANDER MARTINEZ, ISIDRU MEJIA, JUAN PEREZ SON, ERNESTO M. PEREZ, N&B CONSTRUCTION, LLC, JOSE DIAS RODRIGUES, LIVIA SOUSA, JOSE BETIO PEREIRA, JOSE PAZ CASTRO HERNANDEZ, DIVINIO APERECIDO CORGOSINHO, RICARDO CHICHE, CEBS CONSTRUCTION, BAYSHORE SIDING AND FLOORING, SEBASTIO LUIZ DE ARAUJO, AND JOHN DOES 1-4,

Fourth-Party Defendants,

ALPHA OMEGA CONSTRUCTION GROUP, INC.

Fourth-Party Plaintiffs,

vs.

GARCIA ROOFING, LLC, JUAN GARZA RAMOS, JOSE VERA, AND ESPINO ROOFING, LLC

Fourth-Party Defendants,

SOUTH CAROLINA EXTERIORS, LLC

Fourth-Party Plaintiff,

v.

JUAN GARZA RAMOS D/B/A/ JUAN CONSTUCTORS,

Fourth-Party Defendants.

DVS, Inc.

Fourth-Party Plaintiff,

v.

SOUSA CONSTRUCTION, LLC, LIMA CONSTRUCTION, LLC, N&B CONSTRUCTION, LLC, ITATIAIA CONSTRUCTION, LLC AND JC CONTRACTORS, LLC,

Fourth-Party Defendants.

GUARANTEED FRAMING, LLC,

Fourth-Party Plaintiff,

v.

FIRST CONSTRUCTION, LLC, JC CONTRACTORS, LLC, JESSICA MARROQUIN CONSTRUCTION, AND UNIQUE FRAMING, LLC

Fourth-Party Defendants

Third-Party Defendant South Carolina Exteriors, LLC, ("SC Exteriors"), by and through its undersigned counsel, hereby gives notice and files this motion pursuant to Rule 59(e), SCRCP,

asking this Court to alter or amend its Order Denying Defendant Lennar' s Motion to Compel Arbitration, filed September 21, 2016, (hereinafter "Order") (attached hereto **as Exhibit 1)** in the above referenced matter. SC Exteriors was advised that the Honorable J.C. Nicholson, Jr., had signed the Order and mailed it for filing on September 19, 2016. SC Exteriors received a copy of the Order on September 22, 2016.

SC Exteriors will specifically show this Court as follows:

1) This matter was before the Court on Lennar Carolina, LLC's Amended Motion to Compel Arbitration, dated March 30, 2016, (hereinafter "Lennar's Amended Motion"). Lennar's Amended Motion sought to compel Plaintiffs, Defendants, and Third-Party Defendants to arbitrate. (Lennar's Amended Motion, pp. 3-4.) Lennar asserted that "the claims asserted in Plaintiffs' First Amended Complaint, the cross-claims and third-party claims asserted by Lennar against Defendants[1]... and all cross-claims and counterclaims asserted by Defendants against Lennar are subject to mandatory and binding arbitration under the terms of Plaintiffs' Purchase and Sale Agreements, Lennar's Limited Warranty, the deeds of Plaintiffs' residences, the deed from Defendant Spring Grove Plantation Development, Inc. to Lennar..., the applicable covenants and restrictions, and **Defendants' supplier, subcontractor, or consultant agreements with Lennar."** @, pp. 4-5 (emphasis added).

2) Various Defendants and Third-Party Defendants, including SC Exteriors, submitted memoranda in opposition to Lennar's Amended Motion. (South Carolina Exteriors, LLC's Memorandum in Opposition to Lennar Carolinas, LLC's Amended Motion to Compel Arbitration, filed April 11, 2016 (hereinafter "SC Exteriors Opposition"); Super Concrete of SC, Inc.'s

[1] Lennar collectively refers to Defendants and Third-Party Defendants, such as SC Exteriors, as "Defendants" in Lennar's Amended Motion. (Lennar's Amended Motion, p. 3)

Memorandum of Law in Opposition to Lennar Carolinas, LLC's Amended Motion to Compel Arbitration, filed April 11, 2016; Defendant Spring Grove's Memorandum of Law in Opposition to Defendant/Third-Party Plaintiff Lennar' s Motion to Compel Arbitration, filed April 11, 2016; Third-Party Defendant Guaranteed Framing, LLC's Memorandum of Law in Response to Lennar's Amended Motion to Compel Arbitration, filed April 11, 2016; Third Party Defendants Alpha Omega Construction, LLC's Memorandum in Opposition to Lennar's Amended Motion to Compel Arbitration, filed April 11, 2016.) At the hearing on April 11, 2016, before the Honorable J.C. Nicholson, Jr., various Defendants and Third-Party Defendants, including SC Exteriors, opposed Lennar's Amended Motion and incorporated the arguments of the other parties opposing Lennar's Amended Motion.

3) The Order addresses the arbitration provisions of Plaintiffs' Purchase and Sale Agreement, Lennar's Limited Warranty, the deeds of Plaintiffs' residences, and the applicable covenants and restrictions. The Order does not address whether the Defendants and Third-Party Defendants should be compelled to arbitrate the claims against them by Lennar and their claims against Lennar.

4) For the reasons set forth in SC Exterior's Opposition and expressed at the April 11, 2016 hearing incorporated herein by reference pursuant to Rule 10(C), SCRCP, SC Exteriors respectfully requests the Court amend the Order to add that it also denies Lennar's Amended Motion as to all Defendants and Third-Party Defendants for all of the reasons set forth by the Defendants and Third-Party Defendants in their filings and at the April 11, 2016 hearing. In the alternative, SC Exteriors respectfully requests the Court amend the Order to add that it also denies Lennar's Amended Motion as to SC Exteriors for the following reasons:

a. To compel Third-Party Defendants to arbitration when Plaintiffs will likely bring direct claims against these Third-Party Defendants will subject them to inconsistent findings of fact, liability, and judgments.

b. It is patently unjust to compel SC Exteriors to arbitrate under a contract that post-dates SC Exteriors work on the subject homes and concerns project entirely distinct from the subject homes. Lennar seeks compel SC Exteriors to arbitrate on the basis of an August 7, 2015 contract when SC Exteriors completed its work in the subject neighborhood by at least August 2014, nearly a year before the subject contract was entered. (See South Carolina Exteriors, LLC's Opposition, pp. 3-4.)

c. If the arbitration provision of the August 7, 2015 contract between Lennar and SC Exteriors is found to be applicable to work performed after the contract, alternatively, SC Exteriors should not be compelled to arbitration because Plaintiff is not required to arbitrate with Lennar do, based on the plain language of the Dispute Resolution provision, SC Exteriors is not required to arbitrate its dispute with Lennar. (See, Ex. 61 to Aff. of Robert Mauch, filed by Lennar, §21.)

d. If the arbitration provision of the August 7, 2015 contract between Lennar and SC Exteriors is found to be applicable to work performed after the contract, alternatively, the contract failed to meet the requirements of the South Carolina Uniform Arbitration Act. Notice that the contract is subject to arbitration is not its first page in typed underlined capital letters, or rubber-stamped prominently. (See, Ex. 61 to Aff. of Robert Mauch, filed by Lennar, p. 1.)

For these reasons, SC Exteriors most respectfully asks this Court to amend its Order Denying Defendant Lennar's Motion to Compel Arbitration, filed September 21, 2016, to clarify that the Order also denies Lennar's Motion to Compel Arbitration as to Lennar's claims against all Defendants and Third-Party Defendants. In the alternative, SC Exteriors respectfully requests the Court amend the Order to add that it also denies Lennar's Amended Motion as to SC Exteriors.

BEST HONEYCUTT, P.A.

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Attorneys for South Carolina Exteriors, LLC

September 29, 2016

STATE OF SOUTH CAROLINA

COUNTY OF BERKELEY

PATRICIA DAMICO AND LENNA LUCAS, individually and on behalf of all others similarly situated, JOSHUA AND BRETTANY BUETOW, EDWARD AND SYLVIA DENGG, JONATHAN AND THERESA DOUGLASS, ANTHONY AND STACEY RAY, DANNY AND ELLEN DAVIS MORROW, CZARA AND CHAD ENGLAND, BRYAN AND CYNTHIA CAMARA, AND MATTHEW COLLINS,

Plaintiffs,

vs.

LENNAR CAROLINAS, LLC, SPRING GROVE PLANTATION DEVELOPMENT, INC., MANALE LANDSCAPING, LLC, SUPER CONCRETE OF SC, INC., SOUTHERN GREEN, INC., TJB TRUCKING/LEASING, LLC, PARAGON SITEWORK CONSTRUCTORS, INC., CIVIL SITE ENVIRONMENTAL, INC., AND RICK BRYANT,

Defendants.

LENNAR CAROLINAS, LLC

Third-Party Plaintiffs,

vs.

THE EARTHWORKS GROUP, INC., VOLKMAR CONSULTING SERVICES, LLC, GEOMETRICS CONSULTING, LLC, LAND/SITE SERVICES, INC., MYERS LANDSCAPING, INC., AC. & A. CONCRETE, INC., KNIGHT'S CONCRETE PRODUCTS, INC., KNIGHT'S REDI-MIX, INC., COASTAL CONCRETE SOUTHEAST, LLC, COASTAL CONCRETE SOUTHEAST II, LLC, GUARANTEED FRAMING, LLC, OZZY

IN THE COURT OF COMMON PLEAS
FOR THE NINTH JUDICIAL CIRCUIT
CASE NO.: 2014-CP-08-02424

THIRD PARTY DEFENDANT SOUTH CAROLINA EXTERIORS, LLC'S MEMORANDUM IN OPPOSITION TO LENNAR'S AMENDED MOTION TO COMPEL ARBITRATION

CONSTRUCTION, LLC, CONSTRUCTION APPLICATORS CHARLESTON, LLC, LA NEW ENTERPRISES, LLC, DÉCOR CORPORATION, DVS, INC., RAUL MARTINEZ MASONRY, LLC, ALPHA OMEGA CONSTRUCTION GROUP, INC., SOUTH CAROLINA EXTERIORS, LLC; BUILDERS FIRSTSOURCE- SOUTHEAST GROUP, LLC, AND LOW COUNTRY RENOVATIONS AND SIDING, LLP,

Third-Party Defendants,

DÉCOR CORPORATION

Fourth-Party Plaintiffs,

vs.

BARANOV FLOORING, LLC, DJ CONSTRUCTION SERVICES, LLC, CREATIVE WOOD FLOORS, LLC, GERALDO CUNHA, EBENEZER FLOORING, LLC, ENMANUEL FLOORING AND SIDING, LLC, EUSI FLOORING AND COVERING, LLC, NICOLAS FLORES, ALEXANDER MARTINEZ, ISIDRU MEJIA, JUAN PEREZ SON, ERNESTO M. PEREZ, N&B CONSTRUCTION, LLC, JOSE DIAS RODRIGUES, LIVIA SOUSA, JOSE BETIO PEREIRA, JOSE PAZ CASTRO HERNANDEZ, DIVINIO APERECIDO CORGOSINHO, RICARDO CHICHE, CEBS CONSTRUCTION, BAYSHORE SIDING AND FLOORING, SEBASTIO LUIZ DE ARAUJO, AND JOHN DOES 1-4,

Fourth-Party Defendants,

Third-Party Defendant South Carolina Exteriors, LLC ["SC Exteriors"] submits the following Memorandum of Law in opposition to Defendant/Third-Party Plaintiff Lennar Carolinas, LLC's ["Lennar"] Amended Motion to Compel Arbitration dated March 30, 2016.

Background

This construction defect case involves nine houses[1] located in The Abbey at Spring Grove Plantation in Berkeley County, South Carolina. Lennar was the developer and general contractor of the residences. Plaintiffs filed suit in December of 2014 against Lennar and other subcontractors. Plaintiffs also seek class certification for all homeowners in The Abbey.

On November 25, 2015, Lennar filed its Answer to Plaintiffs' First Amended Complaint, Cross-Claim, and Third-Party Complaint, which includes claims against SC Exteriors who is alleged to have performed framing work at the project. According to SC Exteriors' records, it performed work at The Abbey through its subcontractor Juan Garza Ramos d/b/a Juan Contractors on three of the subject residences. (B. Chalfant Aff., ¶3, attached hereto as Exhibit A.) This evidence is corroborated by vendor payment produced by Lennar showing SC Exteriors was only paid for work at 233 Maywood Drive, 238 Maywood Drive, and 240 Maywood Drive (R. Mauch Aff., Ex. A-61).

Lennar has moved this Court to compel arbitration of its claims against Plaintiffs and all of the subcontractor parties. Lennar asserts that its claims against SC Exteriors are subject to mandatory and binding arbitration based on terms in SC Exteriors' contract with Lennar: the Subcontract Agreement, dated 2009, (R. Mauch Aff., Ex. A-53). If Lennar is unable to enforce its arbitration provisions against Plaintiffs, it cannot compel SC Exteriors to submit to arbitration because the applicable contract does not provide for arbitration without there being a third-party claim being adjudicated in the same action.

I. Lennar cannot compel SC Exteriors to arbitrate claims under the 2009 Subcontractor Agreement unless it is successful in compelling Plaintiffs to arbitrate these claims.

[1] SC Exteriors through its subcontractor only worked on three of the Subject Residences. (B. Chalfant Aff. ¶3; R Mauch Aff., Ex. A-61(.

Arbitration agreements are required to meet the basic tenets and requirements of contract law. Towlers v. United Health Care Corp., 338 S.C. 29, 529 S.E. 2d 839 (Ct. App. 1999). Additionally, arbitration is a matter of contract, and a court's evaluation of the enforceability of an arbitration agreement is guided by the general principles of contract law. Grant v. Magnolia Manor-Greenwood Inc., 383 S.C. 125, 678 S.E.2d 439 (2009). Under South Carolina common law, in order to have a valid and enforceable contract, there must be a meeting of the minds between the parties with regard to all essential and material terms of the agreement. Player v. Chandler, 299 S.C. 101, 382 S.E.2d 891 (1989). A party cannot be required to submit to arbitration any dispute which he has not agreed to submit. Aiken v. World Fin. Corp. of SC, 373 S.C. 144, 644 S.E.2d 705 (2007). Therefore, the Court must examine the terms and conditions in the contracts that Lennar claims govern its relationship with SC Exteriors.

Section 14 of the 2009 Subcontractor Agreement does not contain a standard general arbitration requirement. Rather it first contemplates that Lennar and SC Exteriors would resolve any disputes in a non-jury trial. Lennar cannot compel SC Exteriors to participate in arbitration unless Lennar is a party to an arbitration action brought by a third party which involves claims that potentially concern SC Exteriors' work or responsibility.

> 14. Waiver of trial by jury/arbitration: to the full extent allowed by applicable law, the Subcontractor and the contractor hereby expressly covenant and agree to waive the right to trial by Jury in connection with any litigation or judicial proceeding relating to or concerning, directly or indirectly, this agreement or the conduct, omission, action, obligation, duty, right, benefit, privilege or liability of a party, this waiver of right to trial by jury is separately given and is knowingly, intentionally and voluntarily made by the subcontractor and the contractor, and both acknowledge that separate and good and valuable consideration has been provided by each for this waiver. The subcontractor and the contractor have had an opportunity to seek legal counsel concerning this waiver. This waiver is intended to and does encompass each instance and each issue as to which the right to a jury trial would otherwise accrue, the subcontractor and the contractor further certify and represent to each other that no party, representative or agent of the subcontractor or the contractor (including but not limited to, their respective

counsel) has represented, expressly or otherwise to the subcontractor or the contractor or to any agent or representative of the subcontractor or the contractor (including, but not limited to, their respective counsel) that they will not seek to enforce this waiver of right to jury trial. This waiver shall apply to this agreement and any future amendments, supplements or modifications of this agreement, notwithstanding the foregoing, **in the event a claim or controversy arises between contractor and any third party regarding materials supplied and/or work performed by or through subcontractor, and such claim or controversy is subject to binding arbitration between contractor and the third party, subcontractor agrees to participate as a party in any mediation or arbitration, and to be bound by any arbitration proceedings or arbitration ruling in such arbitration**.

Subcontract Agreement, 2009 (R. Mauch Aff., Ex A-53)(emphasis added)

Based on a plain reading of the waiver of jury trial and arbitration provisions in the 2009 Subcontract Agreement, the parties agreed that the primary means of addressing disputes between them would be by non-jury trial, and SC Exteriors is only required to submit to arbitration of claims which it was involved if Lennar is successful in compelling Plaintiffs to arbitrate the respective claims which apply to SC Exteriors. SC Exteriors was not involved in six of the nine residences which are at issue in this suit. There is no basis in the contract under which Lennar can compel SC Exteriors to arbitrate any disputes in which it was not involved. Further, if Plaintiffs' claims against Lennar are not subject to arbitration, then Lennar's motion to compel arbitration against SC Exteriors must be denied.

II. The 2009 Subcontract Agreement does not meet the requirements of the SCAA.

In addition, and by way of preservation of issues, the 2009 Subcontractor Agreement does not meet the requirements of the South Carolina Arbitration Act. Under the Act, the notice that the contract is subject to arbitration must appear in typed, underlined capital letters or be rubber stamped prominently on the first page of the document. S.C. Code § 15-48-10(a). The first pages of the Subcontract Agreement contains no such notice and, therefore, fails to meet the requirements to compel SC Exteriors to arbitrate these claims under the SCAA. Zabinski v.

Bright Acres Assocs., 346 S.C. 580, 553 S.E.2d 110 (2001).

Conclusion

If Lennar is unsuccessful in compelling Plaintiffs to arbitrate their claims against it, then Lennar cannot compel SC Exteriors to arbitration based on a plain reading of the only applicable contract. Under those conditions, SC Exteriors asks that Lennar's motion be denied. SC Exteriors also requests that its Motion to Amend its Answer to Assert Fourth Party Complaint be granted. SC Exteriors further preserves its objection to Plaintiffs' motion for class certification to be argued a future date as SC Exteriors was not involved in the six of the nine residences which are the subject of this suit.

Respectfully Submitted,

BEST HONEYCUTT, P.A.

By: _____
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Post Office Box 13466
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jenny@besthoneycutt.com
Attorneys for South Carolina Exteriors, LLC

April 11, 2016
Charleston, South Carolina

CERTIFICATE OF SERVICE

I, Dani Knecht, an employee of Bst Honeycutt, P.A., do hereby certify that a true and correct copy of the foregoing has been provided by U.S. Mail, postage pre-paid, and/or via electronic mail to all other counsel of record, on this 11th day of April 2016, to the following:

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Dani Knecht

STATE OF SOUTH CAROLINA

COUNTY OF BERKELEY

IN THE COURT OF COMMON PLEAS
FOR THE EIGHTH JUDICIAL CIRCUIT
CASE NO.: 2014-CP-08-02424

PATRICIA DAMICO AND LENNA LUCAS, individually and on behalf of all others similarly situated, JOSHUA AND BRETTANY BUETOW, EDWARD AND SYLVIA DENGG, JONATHAN AND THERESA DOUGLASS, ANTHONY AND STACEY RAY, DANNY AND ELLEN DAVIS MORROW, CZARA AND CHAD ENGLAND, BRYAN AND CYNTHIA CAMARA, AND MATTHEW COLLINS,

Plaintiffs,

vs.

LENNAR CAROLINAS, LLC, SPRING GROVE PLANTATION DEVELOPMENT, INC., MANALE LANDSCAPING, LLC, SUPER CONCRETE OF SC, INC., SOUTHERN GREEN, INC., TJB TRUCKING/LEASING, LLC, PARAGON SITEWORK CONSTRUCTORS, INC., CIVIL SITE ENVIRONMENTAL, INC., AND RICK BRYANT,

Defendants.

LENNAR CAROLINAS, LLC

Third-Party Plaintiffs,

vs.

AFFIDAVIT OF BARBARA CHALFANT

THE EARTHWORKS GROUP, INC., VOLKMAR CONSULTING SERVICES, LLC, GEOMETRICS CONSULTING, LLC, LAND/SITE SERVICES, INC., MYERS LANDSCAPING, INC., AC. & A. CONCRETE, INC., KNIGHT'S CONCRETE PRODUCTS, INC., KNIGHT'S REDI-MIX, INC., COASTAL CONCRETE SOUTHEAST, LLC, COASTAL CONCRETE SOUTHEAST II, LLC, GUARANTEED FRAMING, LLC, OZZY CONSTRUCTION, LLC, CONSTRUCTION APPLICATORS CHARLESTON, LLC, LA NEW ENTERPRISES, LLC, DÉCOR CORPORATION, DVS, INC., RAUL MARTINEZ MASONRY, LLC, ALPHA OMEGA CONSTRUCTION GROUP, INC., SOUTH CAROLINA EXTERIORS, LLC; BUILDERS FIRSTSOURCE- SOUTHEAST GROUP, LLC, AND LOW COUNTRY RENOVATIONS AND SIDING, LLP,

Third-Party Defendants,

DÉCOR CORPORATION

Fourth-Party Plaintiffs,

vs.

BARANOV FLOORING, LLC, DJ CONSTRUCTION SERVICES, LLC, CREATIVE WOOD FLOORS, LLC, GERALDO CUNHA, EBENEZER FLOORING, LLC, ENMANUEL FLOORING AND SIDING, LLC, EUSI FLOORING AND COVERING, LLC, NICOLAS FLORES, ALEXANDER MARTINEZ, ISIDRU MEJIA, JUAN PEREZ SON, ERNESTO M. PEREZ, N&B CONSTRUCTION, LLC, JOSE DIAS RODRIGUES, LIVIA SOUSA, JOSE BETIO PEREIRA, JOSE PAZ CASTRO HERNANDEZ, DIVINIO APERECIDO CORGOSINHO, RICARDO CHICHE, CEBS CONSTRUCTION, BAYSHORE SIDING AND FLOORING, SEBASTIO LUIZ DE ARAUJO, AND JOHN DOES 1-4,

Fourth-Party Defendants,

PERSONALLY APPEARED before me, Barbara Chalfant, who being first duly sworn, deposes and says:

The following is given of my own personal knowledge and based upon the business records of South Carolina Exteriors, LLC maintained in the ordinary course of business.

1. I, Barbara Chalfant, am the controller for South Carolina Exteriors, LLC. I began working for South Carolina Exteriors, LLC in July of 2012.
2. I am familiar with South Carolina Exteriors, LLC bookkeeping and billing policies, practices and procedures.
3. Upon information and belief pursuant to the attached invoices, South Carolina Exteriors, LLC, through its subcontractor Juan Garza Ramos d/b/a Juan Contractors, performed work on only three homes in at issue in this lawsuit:

   - 233 Maywood Drive,
   - 238 Maywood Drive, and
   - 240 Maywood Drive.

   (See Exhibit A, a true and correct copy of South Carolina Exteriors, LLC invoices).

4. Affiant further states that she is familiar with the nature of an oath and with penalties as provided by the laws of South Carolina for falsely swearing to statements made in an instrument of this nature. Affiant further certifies that she has fully read this affidavit and understands its contents.

FUTHER AFFIANT SAYETH NOT

Barbara Chalfant

Barbara Chalfant

Sworn to and subscribed before me
This 8th day of ~~March,~~ April 2016

Notary Public for SC
My commission expires: CARI L HENDERSON Notary Public, State of South Carolina My Commission Expires 7/28/2024

Gmail by Google

EXHIBIT "A"

Barbara Chalfant <barbara@scexteriors.com>

The Abbey at Spring Grove-1886760, 18867600020 - 240 Maywood Drive, L-Roofing [7284755 - 15971690-000] [OP] [A], BuildPro Order #15971690-000 (jme)

1 message

Lennar Homes LLC, Brandon Patterson [CRS-CM] <postmaster@hyphensolutions.net>
Reply-To: Brandon.Patterson@lennar.com
To: barbara@scexteriors.com, neil@portcityhomessc.com

Mon, Mar 4, 2013 at 9:44 AM

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 15971690-000 OP **COST CODE:** 431601

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	**TO:**	South Carolina Exteriors, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	**ATTN:**	Barbara Chalfant
		OFFICE:	843-813-7652
MAIN:	(843)388-8989	**FAX:**	800-381-1037
FAX:	(843)388-8987	**VENDOR #:**	7284755

Please direct questions regarding the following tasks to: Brandon Patterson [CRS-CM]

PHONE:	(843) 743-6853	**FAX:**		**EMAIL:**	Brandon.Patterson@lennar.com

JOB INFORMATION:

DATE NEEDED:	03/15/2013	**JOB NAME:**	18867600020 - 240 Maywood Drive	**PLAN:**	2059
PO DATE:	03/04/2013	**JOB ADDRESS:**	240 Maywood Drive Moncks Corner, SC 29461	**ELEV/SWING:**	C/L
				LOT/BLOCK:	0020/ X
MAP LOCATION:		**BACKORDER POLICY:**		Ship and Back Order	

REQUEST INFORMATION: L-Roofing [7284755 - 15971690-000] [OP] [A]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
5.00	CONTRACT	06/25/2012	FW68A60775 -.027 PRE-FINISHED ALUMINUMWALL FLASHING 4"X4"X10'	$3.00	$15.00
21.00	CONTRACT	06/25/2012	FW68A71100 -INSTALL SHINGLES	$23.50	$493.50
2.00	CONTRACT	06/25/2012	FW68A71100 -INSTALL SHINGLES	$23.50	$47.00
280.00	CONTRACT	06/25/2012	FW68A76300 -LABOR,DRIP EDGE	$0.28	$78.40
50.00	CONTRACT	06/25/2012	FW68A76400 -INSTALL WALL FLASHING	$0.75	$37.50
12.00	CONTRACT	06/25/2012	FW68A78200 -INSTALL RIDGE VENT	$3.95	$47.40
				Subtotal:	$718.80
				Tax Total:	$1.20
				Total:	**$720.00**

Submitted by: Brandon Patterson [CRS-CM]

03/04/2013 8:44:00 AM

SC Exteriors, LLC

1121 Park West Blvd
Suite B #166
Mt. Pleasant, SC 29466
843.813.7652

Invoice

Date	Invoice #
2/6/2013	15971690

PAID 03/27/2013

Bill To	Ship To
Lennar Carolinas, LLC Lennar - Myrtle Beach 1152 Yorkshire Parkway Myrtle Beach, SC 29577	Lennar Spring Grove lot# 20 240 Maywood Ladson, SC

S.O. No.	P.O. No.	Terms	Project
15971690		Net 15	Roofing

Item	Description	Ordered	Prev. Invoi...	Invoiced	Rate	Amount
Lennar Roofing	Lennar Roofing	1	0	1	720.00	720.00

Total	$720.00
Payments/Credits	-$720.00
Balance Due	$0.00

SC Exteriors, LLC

1121 Park West Blvd
Suite B #166
Mt. Pleasant, SC 29466
843.813.7652

Purchase Order

Date	P.O. No.
2/6/2013	SG 20 rL

RECEIVED IN FIELD

Vendor	Ship To
Juan Garza Ramos DBA:Juan Contractors 2410 Alston Ave. - Apt 45 N. Charleston, SC 29406	Lennar Spring Grove loit 20 240 Maywood Ladson, SC

Item	Description	Qty	Rate	Amount
Lennar Roofing C...	Lennar Roofing Charleston	21	21.00	441.00
			Total	$441.00

Bill

SC Exteriors, LLC
1121 Park West Blvd
Suite B #166
Mt. Pleasant, SC 29466
843.813.7652

Date	Ref. No.
02/06/2013	SG20RL

Vendor
Juan Garza Ramos Juan Garza Ramos - DBA: Juan Contractors 4446 Kindlewood Dr Ladson, SC 29456

PAID

Bill Due 02/16/2013

Terms

Memo

Items

Item	Description	Qty	Cost	Amount	Customer:Job	Class
LABOR:Lennar Roofing CHS	Lennar Roofing Charleston	21	21.00	441.00	LENNAR CAROLINAS, LLC:Roofing	Roofing Labor

Item Total : 441.00

Bill Total : $441.00

Gmail by Google

Barbara Chalfant <barbara@scexteriors.com>

The Abbey at Spring Grove-1886760, 18867600019 - 238 Maywood Drive, L-Roofing [7284755 - 15939005-000] [OP] [A], BuildPro Order #15939005-000 (jme)

1 message

Lennar Homes LLC, Brandon Patterson [CRS-CM] <postmaster@hyphensolutions.net>
Reply-To: Brandon.Patterson@lennar.com
To: barbara@scexteriors.com, neil@portcityhomessc.com

Mon, Mar 4, 2013 at 9:40 AM

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 15939005-000 OP **COST CODE:** 431601

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	TO:	South Carolina Exteriors, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	ATTN:	Barbara Chalfant
		OFFICE:	843-813-7652
MAIN:	(843)388-8989	FAX:	800-381-1037
FAX:	(843)388-8987	VENDOR #:	7284755

Please direct questions regarding the following tasks to: Brandon Patterson [CRS-CM]

PHONE:	(843) 743-6853	FAX:		EMAIL:	Brandon.Patterson@lennar.com

JOB INFORMATION:

DATE NEEDED:	03/13/2013	JOB NAME:	18867600019 - 238 Maywood Drive	PLAN:	1746
PO DATE:	03/04/2013	JOB ADDRESS:	238 Maywood Drive Moncks Corner, SC 29461	ELEV/SWING:	A/L
				LOT/BLOCK:	0019/
MAP LOCATION:		BACKORDER POLICY:		Ship and Back Order	

REQUEST INFORMATION:

L-Roofing [7284755 - 15939005-000] [OP] [A]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
1.00	CONTRACT	06/19/2012	FW68A60775 -.027 PRE-FINISHED ALUMINUMWALL FLASHING 4"X4"X10'	$3.00	$3.00
36.00	CONTRACT	06/19/2012	FW68A71100 -INSTALL SHINGLES	$23.50	$846.00
8.00	CONTRACT	06/19/2012	FW68A76400 -INSTALL WALL FLASHING	$0.75	$6.00
26.00	CONTRACT	06/19/2012	FW68A78200 -INSTALL RIDGE VENT	$3.95	$102.70
				Subtotal:	$957.70
				Tax Total:	$0.24
				Total:	**$957.94**

Submitted by: Brandon Patterson [CRS-CM]

03/04/2013 8:40:59 AM

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SC Exteriors, LLC

1121 Park West Blvd
Suite B #166
Mt. Pleasant, SC 29466
843.813.7652

Invoice

Date	Invoice #
2/6/2013	15939005

PAID 02/20/2013

Bill To	Ship To
Lennar Carolinas, LLC Lennar - Myrtle Beach 1152 Yorkshire Parkway Myrtle Beach, SC 29577	Lennar Spencer Creek Lot 56 3618 Haymont lane Ladson, SC

S.O. No.	P.O. No.	Terms	Project
15939005		Net 15	Roofing

Item	Description	Ordered	Prev. Invoi...	Invoiced	Rate	Amount
Lennar Roofing	Lennar Roofing	1	0	1	957.94	957.94

Total	$957.94
Payments/Credits	-$957.94
Balance Due	$0.00

SC Exteriors, LLC

1121 Park West Blvd
Suite B #166
Mt. Pleasant, SC 29466
843.813.7652

Purchase Order

Date	P.O. No.
2/6/2013	SG 19 rL

RECEIVED IN FILE

Vendor	Ship To
Juan Garza Ramos DBA:Juan Contractors 2410 Alston Ave. - Apt 45 N. Charleston, SC 29406	LennarSpring Grove lot 19 238 Maywood Ladson, SC

Item	Description	Qty	Rate	Amount
Lennar Roofing C...	Lennar Roofing Charleston	37	21.00	777.00
			Total	$777.00

Bill

SC Exteriors, LLC
1121 Park West Blvd
Suite B #166
Mt. Pleasant, SC 29466
843.813.7652

Date	Ref. No.
02/06/2013	SG19RL

Vendor
Juan Garza Ramos Juan Garza Ramos - DBA: Juan Contractors 4446 Kindlewood Dr Ladson, SC 29456

PAID

Bill Due 02/16/2013

Terms

Memo

Items

Item	Description	Qty	Cost	Amount	Customer:Job	Class
LABOR:Lennar Roofing CHS	Lennar Roofing Charleston	37	21.00	777.00	LENNAR CAROLINAS, LLC:Roofing	Roofing Labor

Item Total : 777.00

Bill Total : $777.00

INV

South Carolina Exteriors, LLC
1121 Park West Blvd
Suite B #166
Mt Pleasant, SC 29466
Phone: (843) 813-7652 **Fax:** (800) 381-2033

☑ SALES ORDER 4/10

Lennar Homes LLC - CRS - Coastal Carolinas

☐ Material P.O.# _____

☐ Labor P.O.# SG36rL

Builder's Account Number:	CRS-7284755	**Order Type:**	PurchaseOrder
Builder's Order Number:	17183703-000	**Order Status:**	Received
Builder Status:	Complete	**Permit Number:**	10-12-21199
Job:	**18867600036 - 233 Maywood Drive**		
Job Start Date:	**1/31/2013**		

Job Address

233 Maywood Drive
Moncks Corner, SC 29461

Plan / Elevation / Swing:
2113 / C / R

Subdivision / Phase:
The Abbey at Spring Grove-1886760 / Phase 0

Lot / Block:
0036 / Not Available

Billing Information

The Abbey at Spring Grove-1886760
1941 Savage Road
Suite 100 C
Charleston, SC 29407

Contact Information:
(843) 388-8989
william.maxwell.smith@lennar.com

Shipping Information

18867600036 - 233 Maywood Drive
233 Maywood Drive
Moncks Corner, SC 29461

Contact Information:
Brandon Patterson [CRS-CM]
(843) 743-6853
Brandon.Patterson@lennar.com

Detail

Task: L-Roofing [7284755 - 17183703-000] [OP]

Requested Start Date: 3/28/2013 **End Date:** 4/1/2013

SKU	Description	Order	Received	Unit Price	Total
CONTRACT	FW68A60725 -COUNTER FLASHINGPER LF	8	8	$0.30	$2.40
CONTRACT	FW68A60775 -.027 PRE-FINISHED ALUMINUMWALL FLASHING 4"X4"X10'	7	7	$3.00	$21.00
CONTRACT	FW68A71100 -INSTALL SHINGLES	22	22	$23.50	$517.00
CONTRACT	FW68A71100 -INSTALL SHINGLES	2	2	$23.50	$47.00
CONTRACT	FW68A76400 -INSTALL WALL FLASHING	60	60	$0.75	$45.00
CONTRACT	FW68A76420 -INSTALL COUNTER FLASHINGPER LF	8	8	$1.50	$12.00
CONTRACT	FW68A78200 -INSTALL RIDGE VENT	4	4	$3.95	$15.80

Subtotal: $660.20

Tax: $1.87

Total: $662.07

History

From	Action	BP Status	SP Status	Notes / Additional Information	Date
Brandon Patterson [CRS-CM]	Order Submitted (S) 3/28/2013 - (E) 4/1/2013	Submitted	Received		3/20/2013 9:16:19 AM
Brandon Patterson [CRS-CM]	Order Completed By Builder	Received Complete	Received		4/4/2013 8:51:04 AM

Gmail by Google

Barbara Chalfant <barbara@scexteriors.com>

The Abbey at Spring Grove-1886760, 18867600036 - 233 Maywood Drive, L-Roofing [7284755 - 17183703-000] [OP] , BuildPro Order #17183703-000 (jme)

1 message

Lennar Homes LLC, Brandon Patterson [CRS-CM] <postmaster@hyphensolutions.net>
Reply-To: Brandon.Patterson@lennar.com
To: barbara@scexteriors.com, neil@portcityhomessc.com

Wed, Mar 20, 2013 at 10:16 AM

The Abbey at Spring Grove-1886760	**Lennar Homes LLC** **Notice to Proceed** Purchase Order Request	**ORDER #:** 17183703-000 OP **COST CODE:** 431601

CONTACT INFORMATION:

FROM:	Lennar Homes LLC - The Abbey at Spring Grove-1886760	TO:	South Carolina Exteriors, LLC
ADDRESS:	1941 Savage Road Suite 100 C Charleston, SC 29407	ATTN:	Barbara Chalfant
		OFFICE:	843-813-7652
MAIN:	(843)388-8989	FAX:	800-381-1037
FAX:	(843)388-8987	VENDOR #:	7284755

Please direct questions regarding the following tasks to: Brandon Patterson [CRS-CM]

PHONE:	(843) 743-6853	FAX:		EMAIL:	Brandon.Patterson@lennar.com

JOB INFORMATION:

DATE NEEDED:	03/28/2013	JOB NAME:	18667600036 - 233 Maywood Drive	PLAN:	2113
PO DATE:	03/20/2013	JOB ADDRESS:	233 Maywood Drive Moncks Corner, SC 29461	ELEV/SWING:	C/R
				LOT/BLOCK:	0036/
MAP LOCATION:		BACKORDER POLICY:		Ship and Back Order	

REQUEST INFORMATION:

L-Roofing [7284755 - 17183703-000] [OP]

QTY	SKU #	CONTRACTDATE	DESCRIPTION	UNIT PRICE	TOTAL
8.00	CONTRACT	01/18/2013	FW68A60725 -COUNTER FLASHINGPER LF	$0.30	$2.40
7.00	CONTRACT	01/18/2013	FW68A60775 -.027 PRE-FINISHED ALUMINUMWALL FLASHING 4"X4"X10'	$3.00	$21.00
22.00	CONTRACT	01/18/2013	FW68A71100 -INSTALL SHINGLES	$23.50	$517.00
2.00	CONTRACT	01/18/2013	FW68A71100 -INSTALL SHINGLES	$23.50	$47.00
60.00	CONTRACT	01/18/2013	FW68A76400 -INSTALL WALL FLASHING	$0.75	$45.00
8.00	CONTRACT	01/18/2013	FW68A76420 -INSTALL COUNTER FLASHINGPER LF	$1.50	$12.00
4.00	CONTRACT	01/18/2013	FW68A78200 -INSTALL RIDGE VENT	$3.95	$15.80
				Subtotal:	$660.20
				Tax Total:	$1.87
				Total:	**$662.07**

Submitted by: Brandon Patterson [CRS-CM]

03/20/2013 9:16:18 AM

SC Exteriors, LLC

1121 Park West Blvd
Suite B #166
Mt. Pleasant, SC 29466
843.813.7652

Invoice

Date	Invoice #
4/11/2013	17183703

PAID 04/09/2013

Bill To	Ship To
Lennar Carolinas, LLC Lennar - Myrtle Beach 1152 Yorkshire Parkway Myrtle Beach, SC 29577	Lennar The Abbey at Spring Grove lot 36 233 Maywood Dr Moncks Corner, SC

S.O. No.	P.O. No.	Terms	Project
17183703		Net 15	Roofing

Item	Description	Ordered	Prev. Invoi...	Invoiced	Rate	Amount
Lennar Roofing	Lennar Roofing	1	0	1	662.07	662.07

Total	$662.07
Payments/Credits	-$662.07
Balance Due	$0.00

SC Exteriors, LLC

1121 Park West Blvd
Suite B #166
Mt. Pleasant, SC 29466
843.813.7652

Purchase Order

Date	P.O. No.
4/11/2013	SG 36 rL

RECEIVED IN FILE

Vendor	Ship To
Juan Garza Ramos DBA:Juan Contractors 2410 Alston Ave. - Apt 45 N. Charleston, SC 29406	Lennar The Abbey at Spring Grove lot 36 233 Maywood Dr Moncks Corner, SC

Item	Description	Qty	Rate	Amount
Lennar Roofing C...	Lennar Roofing Charleston	24	21.00	504.00
			Total	$504.00

Bill

SC Exteriors, LLC
1121 Park West Blvd
Suite B #166
Mt. Pleasant, SC 29466
843.813.7652

Date	Ref. No.
04/11/2013	SG36RL

Vendor
Juan Garza Ramos Juan Garza Ramos - DBA: Juan Contractors 4446 Kindlewood Dr Ladson, SC 29456

PAID

Bill Due 04/21/2013

Terms

Memo

Items

Item	Description	Qty	Cost	Amount	Customer:Job	Class
LABOR:Lennar Roofing CHS	Lennar Roofing Charleston	24	21.00	504.00	LENNAR CAROLINAS, LLC:Roofing	Roofing Labor

Item Total : 504.00

Bill Total : $504.00

CERTIFICATE OF SERVICE

I, Vicky E. Garner, an employee of Best Honeycutt, P.A., do hereby certify that a true and correct copy of the foregoing has been provided by U.S. Mail, postage pre-paid, and/or via electronic mail to all other counsel of record, on this 29th day of September, 2016, to the following:

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TSM

FILED
2016 OCT -4 PM 12:3
MARY P. BROWN
CLERK OF COURT
BERKELEY COUNTY, SC

TSM

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V. Garner
Vicky E. Garner

BEST HONEYCUTT. PA
ATTORNEYS AT LAW

September 29, 2016

The Honorable Mary P. Brown
Berkeley County Clerk of Court
PO Box 219
300 B California Avenue
Moncks Corner, SC 29461

Re: Patricia Damico, et al v Lennar Carolinas, LLC, et al v South Carolina Exteriors, LLC, et al
Case No.: 2014-CP-08-02424
BH File No.: 0001-100

Dear Ms. Brown:

Please find enclosed for filing with the Court, an original and copy of the South Carolina Exteriors, LLC's Motion and Order Information Form and Cover Sheet, Notice of and Motion to Alter or Amend Judgment, and a check for the $25.00 filing fee in connection with the above-referenced matter. Please file the original and return a filed-stamped copy to me. By copy of this letter, I am serving a copy of same upon all counsel of record. As always, please feel free to contact me if you have any questions regarding the enclosed.

With best regards,

V. Garner

Vicky E. Garner
Paralegal

VEG
Enclosure
cc: The Honorable Judge J.C. Nicholson (*w/enclosure via US Mail*)
To all Other Counsel of Record *(w/enc. via email)*

P: 843.793.4744
F: 843.793.4278

P.O. Box 13466 (29422)
8 Sawgrass Road, Suite A (29412)
Charleston, South Carolina

BESTHONEYCUTT.COM

Common Pleas

Clerk : Mary P. Brown
300 B California Avenue
Moncks Corner, SC 29461
Phone:(843) 719-4400 Fax:(843) 719-4509

Received From: Honeycutt, Jenny Costa
PO Box 13466
James Island, SC 29422
Paying for: South Carolina Exteriors LLC,
Transaction Type: Payment
Payment Type: Check $25.00
Total Paid: $25.00

Date: 10/ 4/2016
Receipt #: 6070596
Clerk: c08tmurphy

Reference #: 1911
Comment:
Non-Refundable

You may check the status of your Berkeley case at:
http://www.sccourts.org/caseSearch/

Case #	Caption	Previous Balance	Amount Paid	Balance Due
2014CP0802424	Patricia Damico , plaintiff, et al VS Lennar Carolinas, Llc , defendant, et al	**$25.00**	**$25.00**	**$0.00**
Total Cases: 1		**$25.00**	**$25.00**	**$0.00**

STATE OF SOUTH CAROLINA	IN THE COURT OF COMMON PLEAS
COUNTY OF BERKELEY	NINTH JUDICIAL CIRCUIT
PATRICIA DAMICO AND LENNA LUCAS, INDIVIDUALLY AND ON BEHALF OF ALL OTHERS SIMILARLY SITUATED, JOSHUA AND BRETTANY BUETOW, EDWARD AND SYLVIA DENGG, JONATHAN AND THERESA DOUGLASS, ANTHONY AND STACEY RAY, DANNY AND ELLEN DAVIS MORROW, CZARA AND CHAD ENGLAND, BRYAN AND CYNTHIA CAMARA, AND MATTHEW COLLINS, Plaintiffs, vs. LENNAR CAROLINAS, LLC, SPRING GROVE PLANTATION DEVELOPMENT, INC., MANALE LANDSCAPING, LLC, SUPER CONCRETE OF SC, INC., SOUTHERN GREEN, INC., TJB TRUCKING/LEASING, LLC, PARAGON SITEWORK CONSTRUCTORS, INC., CIVIL SITE ENVIRONMENTAL, INC., AND RICK BRYANT, Defendants.	CASE NO. 2014-CP-08-02424 **ALPHA OMEGA CONSTRUCTION GROUP, INC.'S NOTICE AND MOTION TO ALTER OR AMEND JUDGMENT**
LENNAR CAROLINAS, LLC Third Party Plaintiff, vs. THE EARTHWORKS GROUP, INC., VOLKMAR CONSULTING SERVICES, LLC, GEOMETRICS CONSULTING, LLC, LAND/SITE SERVICES, INC., MYERS LANDSCAPING, INC., A.C. & A. CONCRETE, INC., KNIGHT'S CONCRETE PRODUCTS, INC., KNIGHT'S REDI-MIX, INC., COASTAL CONCRETE SOUTHEAST, LLC,	

TSM

FILED
2016 OCT -3 PM 3:32
MARY P. BROWN
CLERK OF COURT
BERKELEY COUNTY, SC

TSM

COASTAL CONCRETE SOUTHEAST II, LLC, GUARANTEED FRAMING, LLC, OZZY CONSTRUCTION, LLC, CONSTRUCTION APPLICATORS CHARLESTON, LLC, LA NEW ENTERPRISES, LLC, DECOR CORPORATION, DVS, INC., RAUL MARTINEZ MASONRY, LLC, ALPHA OMEGA CONSTRUCTION GROUP, INC., SOUTH CAROLINA EXTERIORS, LLC, BUILDERS FIRSTSOURCE-SOUTHEAST GROUP, LLC, AND LOW COUNTRY RENOVATIONS AND SIDING, LLP	)
Third Party Defendant.	)
ALPHA OMEGA CONSTRUCTION GROUP, INC.	)
Fourth Party Plaintiff,	)
vs.	)
GARCIA ROOFING, LLC, JUAN GARZA RAMOS, JOSE VERA, AND ESPINO ROOFING, LLC	)
Fourth Party Defendants.	)

Third-Party Defendant Alpha Omega Construction Group, Inc., ("Alpha Omega"), by and through its undersigned counsel, hereby gives notice and files this motion pursuant to Rule 59(e), SCRCP, asking this Court to alter or amend its Order Denying Defendant Lennar's Motion to Compel Arbitration, filed September 21, 2016, (hereinafter "Order") (attached hereto as **Exhibit 1**) in the above referenced matter. Alpha Omega was advised that the Honorable J.C. Nicholson, Jr., had signed the Order and mailed it for filing on September 19, 2016. Alpha Omega received a copy of the Order on September 22, 2016.

Alpha Omega will specifically show this Court as follows:

1.) This matter was before the Court on Lennar Carolina, LLC's Amended Motion to Compel Arbitration, dated March 30, 2016, (hereinafter "Lennar's Amended Motion"). Lennar's Amended Motion sought to compel Plaintiffs, Defendants, and Third-Party Defendants to arbitrate. (Lennar's Amended Motion, pp. 3-4.) Lennar asserted that "the claims asserted in Plaintiffs' First Amended Complaint, the cross-claims and third-party claims asserted by Lennar against Defendants,[1] . . . and all cross-claims and counterclaims asserted by Defendants against Lennar are subject to mandatory and binding arbitration under the terms of Plaintiffs' Purchase and Sale Agreements, Lennar's Limited Warranty, the deeds of Plaintiffs' residences, the deed from Defendant Spring Grove Plantation Development, Inc. to Lennar . . ., the applicable covenants and restrictions, and **Defendants' supplier, subcontractor, or consultant agreements with Lennar**." (Id., pp. 4-5 (emphasis added).)

2.) Various Defendants and Third-Party Defendants, including Alpha Omega, submitted memoranda in opposition to Lennar's Amended Motion. (See, e.g., Alpha Omega Construction Group, Inc.'s Memorandum in Opposition to Lennar Carolinas, LLC's Amended Motion to Compel Arbitration, filed April 11, 2016 (hereinafter "Alpha Omega's Opposition"); Super Concrete of SC, Inc.'s Memorandum of Law in Opposition to Lennar Carolinas, LLC's Amended Motion to Compel Arbitration, filed April 11, 2016; Defendant Spring Grove's Memorandum of Law in Opposition to Defendant/Third-Party Plaintiff Lennar's Motion to Compel Arbitration, filed April 11, 2016; Third-Party Defendant Guaranteed Framing, LLC's Memorandum of Law in Response to Lennar's Amended Motion to Compel Arbitration, filed April 11, 2016;

[1] Lennar collectively refers to Defendants and Third-Party Defendants, such as Alpha Omega, as "Defendants" in Lennar's Amended Motion. (Lennar's Amended Motion, p. 3.)

Third Party Defendants South Carolina Exteriors, LLC's Memorandum in Opposition to Lennar's Amended Motion to Compel Arbitration, filed April 11, 2016.) At the hearing on April 11, 2016, before the Honorable J.C. Nicholson, Jr., various Defendants and Third-Party Defendants, including Alpha Omega, opposed Lennar's Amended Motion and incorporated the arguments of the other parties opposing Lennar's Amended Motion.

3.) The Order addresses the arbitration provisions of Plaintiffs' Purchase and Sale Agreement, Lennar's Limited Warranty, the deeds of Plaintiffs' residences, and the applicable covenants and restrictions. The Order does not address whether the Defendants and Third-Party Defendants should be compelled to arbitrate the claims against them by Lennar and their claims against Lennar.

4.) For the reasons set forth in Alpha Omega's Opposition and expressed at the April 11, 2016 hearing, Alpha Omega respectfully requests the Court amend the Order to add that it also denies Lennar's Amended Motion as to all Defendants and Third-Party Defendants for all of the reasons set forth by the Defendants and Third-Party Defendants in their filings and at the April 11, 2016 hearing. In the alternative, Alpha Omega respectfully requests the Court amend the Order to add that it also denies Lennar's Amended Motion as to Alpha Omega for the following reasons:

a. To compel Third-Party Defendants to arbitration when Plaintiffs will likely bring direct claims against these Third-Party Defendants will subject them to inconsistent findings of fact, liability, and judgments.

b. It is patently unjust to compel Alpha Omega to arbitrate under a contract that post-dates Alpha Omega's work on the subject homes and concerns project

entirely distinct from the subject homes. Lennar seeks compel Alpha Omega to arbitrate on the basis of an August 7, 2015 contract when Alpha Omega completed its work in the subject neighborhood by at least August 2014, nearly a year before the subject contract was entered. (See Alpha Omega's Opposition, pp. 3-4.)

c. If the arbitration provision of the August 7, 2015 contract between Lennar and Alpha Omega is found to be applicable to work performed after the contract, alternatively, Alpha Omega should not be compelled to arbitration because Plaintiff is not required to arbitrate with Lennar do, based on the plain language of the Dispute Resolution provision, Alpha Omega is not required to arbitrate its dispute with Lennar. (See, Ex. 61 to Aff. of Robert Mauch, filed by Lennar, §21.)

d. If the arbitration provision of the August 7, 2015 contract between Lennar and Alpha Omega is found to be applicable to work performed after the contract, alternatively, the contract failed to meet the requirements of the South Carolina Uniform Arbitration Act. Notice that the contract is subject to arbitration is not its first page in typed underlined capital letters, or rubber-stamped prominently. (See, Ex. 61 to Aff. of Robert Mauch, filed by Lennar, p. 1.)

For these reasons, Alpha Omega most respectfully asks this Court to amend its Order Denying Defendant Lennar's Motion to Compel Arbitration, filed September 21, 2016, to clarify that the Order also denies Lennar's Motion to Compel Arbitration as to Lennar's claims against all Defendants and Third-Party Defendants. In the alternative, Alpha Omega respectfully requests the Court amend the Order to add that it also denies Lennar's Amended Motion as to Alpha Omega.

YOUNG CLEMENT RIVERS, LLP

By: _____

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Phone: (843) 669-8787
E-mail: pbd@aikenbridges.com

Attorneys for Alpha Omega Construction Group, Inc.

Charleston, South Carolina

Dated: September 29, 2016

CERTIFICATE OF MAILING

I hereby certify that a copy of the foregoing document was mailed and/or emailed to all counsel of record in this proceeding this 29th day of September, 2016.

_____

FILED
2016 OCT -3 PM 3:32
MARY P. BROWN
CLERK OF COURT
BERKELEY COUNTY, SC

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	NINTH JUDICIAL CIRCUIT
COUNTY OF BERKELEY	)	CASE NO: 2014-CP-08-02424
Patricia Damico, Joshua and Brettany Buetow, Edward and Sylvia Dengg, Jonathan and Theresa Douglass, Anthony and Stacey Ray, Danny and Ellen Davis Morrow, and Matthew Collins, Individually and Derivatively as acting on behalf of the Spring Grove Plantation Homeowners Association, Plaintiffs, vs. Lennar Carolinas, LLC, Spring Grove Plantation Development, Inc., Volkmar Consulting Services, LLC, and Manale Landscaping, LLC, Defendants. Lennar Carolinas, LLC Third-Party Plaintiff, vs. Super Concrete of SC, Inc. Southern Green, Inc., and TJB Trucking/Leasing, LLC, Third-Party Defendants.	)	**ORDER DENYING DEFENDANT LENNAR'S MOTION TO COMPEL ARBITRATION**

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THIS MATTER came before the Court on April 11, 2016 upon Defendant Lennar Carolinas, LLC's Amended Motion to Compel Arbitration. Following oral argument, the Court took Lennar's Motion under advisement. After consideration of the parties' memoranda, oral arguments and applicable law, this Court denies Lennar's Motion to Compel Arbitration and finds further, as follows:

ALL-STATE LEGAL® DEFENDANT'S EXHIBIT 1

FACTUAL SUMMARY AND PROCEDURAL BACKGROUND

This is a defective construction suit by the Homeowners at The Abbey located in Spring Grove Plantation, individually and on behalf of others similarly situated. The Abbey consists of approximately Sixty-Nine (69) homes in the Spring Grove Plantation neighborhood located in Berkeley County. Upon information and belief, the houses were constructed from 2010 to present. Plaintiffs' have alleged that construction defects exist which have resulted in water intrusion, component and structural degradation, and extensive consequential damages.

On October 30, 2014, Plaintiffs commenced this action by Complaint which asserted a number of claims including negligence/gross negligence, breach of warranty, and strict liability against Lennar Defendants. Lennar answered the Complaint on February 17, 2015.

On June 1, 2015, Lennar filed the instant Motion requesting the Court Compel Arbitration pursuant to the Federal Arbitration Act (FAA), 9 USC Section 1, et. seq., or alternatively, the South Carolina Uniform Arbitration Act (SCUAA), SC Code Ann 15-48-10, et. seq. based upon provisions contained in a number of Exhibits submitted to the Court, including but not limited to, the Lennar Purchase and Sale Agreement and Lennar Limited Warranty.

STANDARD OF REVIEW

The question of the arbitrability of a claim is an issue for judicial determination. *Oxford Health Plans, LLC v. Sutter,* 569 U.S. _ (2013) (noting questions of arbitrability are presumptively left for the court to decide); *Granite Rock Co. v. Int'l Bhd Of Teamsters,* 561 U.S. 287, 296 (2010); *AT & T Techs., Inc. v. Communications Workers of America,* 475 U.S. 643, 106 S.Ct. 1415, 89 L.Ed.2d 648 (1986) (noting same); *Partain v. Upstate Automotive Group,* 386 S.C. 488, 689 S.E.2d 602 (2010).

General contract defenses such as fraud, duress and unconscionability apply to a court's evaluation of the enforceability of an arbitration clause governed under either the SCUAA or the FAA. 9 U.S.C. § 2 (providing written arbitration agreements may be invalid, revocable and unenforceable based upon "such grounds as exist at law or in equity for the revocation of any contract."); See also § 15-48-10(a) containing similar language to that of the FAA. Thus, this Court may address "arbitrability" based upon general contract defenses recognized in this State.[1] Therefore, if this Court finds any clause of a contract unconscionable, including an arbitration clause, the Court may refuse to enforce the clause or otherwise limit its application so as to avoid an unconscionable result. S.C. Code§ 36-3-302(1) 2003.

In construing a contract, the primary objective is to ascertain and give effect to the intention of the parties. *Williams v. Teran, Inc.*, 266 S.C. 55, 221 S.E.2d 526 (1976); *RentCo., a Div. of Fruehauf Corp. v. Tamway Corp.*, 283 S.C. 265, 321 S.E.2d 199 (Ct.App.1984). Ambiguous language in a contract should be construed liberally and interpreted strongly in favor of the non-drafting party. *Myrtle Beach Lumber Co., Inc. v. Willoughby*, 276 S.C. 3, 274 S.E.2d 423 (1981). "After all, the drafting party has the greater opportunity to prevent mistakes in meaning. It is responsible for any ambiguity and should be the one to suffer from its shortcomings." *Bazzle v. Green Tree Financial Corp.*, 351 S.C. 244, 262, 569 S.E.2d 349, 358 (2002), *vacated on other grounds*, 123 S.Ct. 2402, 156 L.Ed.2d 414 (2003). A contract is ambiguous when its terms are reasonably susceptible of more than one interpretation. *Hawkins v. Greenwood Dev. Corp.*, 328 S.C. 585, 493 S.E.2d 875 (Ct.App.1997); *see also Carolina Ceramics, Inc. v. Carolina Pipeline Co.*, 251 S.C. 151, 155-56, 161 S.E.2d 179, 181 (1968)

[1] As aptly noted by Justices Breyer, Ginsburg, Sotomayor and Kagan in their dissenting opinion to *AT&T Mobility, LLC v. Concepcion:* "even though contract defenses, *e.g.*, duress and unconscionability, slow down the dispute resolution process, *federal arbitration law normally leaves such matters to the States.*" 131 S.Ct. 1740, 1760 (2011) (emphasis added); *Rent-A-Center*, 130 S.Ct. at 2775 (2010) (arbitration agreements "may be invalidated by 'generally applicable contract defenses'"); *Munoz v. Green Tree Financial Corp.*, 343 S.C. 531, 539, 542 S.E.2d 360, 363-64 (200 I) ("General contract principles of state law apply to arbitration clauses governed by the FAA").

("[A]n ambiguous contract is one capable of being understood in more senses than one, an agreement obscure in meaning, through indefiniteness of expression, or having a double meaning.") (citation omitted).Whether a contract's language is ambiguous is a question of law. *South Carolina Dep't of Natural Resources v. Town of McClellanville*, 345 S.C. 617, 550 S.E.2d 299 (2001). Once the court decides the language is ambiguous, evidence may be admitted to show the intent of the parties. *Id.; see also Charles v. B & B Theatres, Inc.*, 234 S.C. 15, 18, 106 S.E.2d 455, 456 (1959).

Questions as to whether a transaction involves intrastate or interstate commerce, and thus, implicates the application of the South Carolina Uniform Arbitration Act ("SCUAA") or the Federal Arbitration Act ("FAA"), are reserved for the trial court. To ascertain whether a transaction involves commerce within the meaning of either the SCUAA or the FAA, the court must examine the agreement, the complaint, and the surrounding facts.

In cases involving home purchase agreements, such as here, South Carolina courts make clear that the SCUAA applies because such contracts involve intrastate commerce as opposed to interstate commerce. *Bradley v. Brentwood Homes, Inc.*, 398 S.C. 447, 456, 730 S.E.2d 312, 317 (2012). Under the SCUAA, an arbitration provision must be properly disclaimed, and failure to do so, renders the arbitration provision unenforceable under the Act's express provisions. S.C. Code § 15-48-10.[2]

ANALYSIS

I. ARBITRATION PROVISIONS AND THE *PRIMA PAINT* DOCTRINE

Lennar argues that there are "four, separate arbitration provisions that cover Plaintiff's claims in the present litigation: (1) the Purchase and Sale Agreement; (2) Lennar's Limited

[2] Although SCUAA's disclaimer requirements may be preempted by the FAA, such preemption only occurs in cases where the transaction at issue involves interstate versus intrastate commerce. *Munoz v. Green Tree Fin. Corp.*, 343 S.C. 531, 539, 542 S.E.2d 360, 364 (2001).

Warranty; (3) Amended and Restated Declaration of Covenants, Conditions, Restrictions, Easements, Charges, and Liens for Spring Grove Plantation Community (the "Covenants"); and (4) the Deed(s)..

Although Lennar argues that these are separate arbitration agreements, the Court finds that they must be read in conjunction with each other and that collectively, they contain the arbitration provisions at issue. The U.S. Supreme Court has held that courts may consider only the threshold question of whether the arbitration agreement is fraudulently induced and thus invalid, not whether the contract as a whole is invalid. *Prima Paint Corp. v. Flood & Conklin Manufacturing Co.*, 388 U.S. 395, 406 (1967). The Supreme Court of South Carolina, in the recent opinion of *Smith v. D.R.Horton*, reiterated that "in conducting an unconscionability inquiry, courts may only consider those provisions of the arbitration agreement itself, and not those of the whole contract." *Smith v. D.R.Horton*, S.Ct. Opinion No. 27645 (Filed July 6, 2016); See also *S.C. Public Serv. Auth. V. Great W. Coal (Ky.), Inc.*, 312 S.C. 559, 437 S.E.2d 22 (1993).

Similar to the *Smith* case and in line with the *Prima Paint* Doctrine, this Court finds that the arbitration provisions as set forth below in all four documents, including the entire Lennar Limited Warranty, must be read as a whole to comprise the arbitration "agreement" due to the "cross-references to one another" and "intertwining" paragraphs. *Id.* For ease in analysis, the Court provides the specific sections and excerpts which support this reading as set forth below.

II. THE ARBITRATION PROVISIONS:

The Purchase and Sale Agreement states in Section 3[3] and 30[4] that the Agreement consists of the Agreement, Riders and Addenda, and Documents as defined in Rider B. Section 3

[3] Section 3: Legally Binding Agreement. (...) NO WARRANTIES OR REPRESENTATIONS, OTHER THAN THOSE SPECIFIED IN THIS AGREEMENT, ARE EXPRESSED OR IMPLIED. ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF SELLER. FOR

refers to the inclusion of "warranties." Section 28[5] states that "disclaimers are incorporated." Rider B incorporates by reference Lennar's Limited Warranty in its' entirety within Section 5[6], stating that "THE EXPRESS LIMITED *WARRANTY AND REMEDIES* PROVIDED BY SELLER CONSTITUTE *EXCLUSIVE WARRANTY AND REMEDIES* TO BE MADE AVAILABLE BY SELLER." (Emphasis added). This Court views Rider B, Section 5 as tying Lennar's warranty and remedies together, and thus their interpretation should be viewed in conjunction with each other.

CORRECT WARRANTIES AND REPRESENTATIONS, REFERENCE SHOULD BE MADE TO THIS AGREEMENT, INCLUDING THE RIDERS AND ADDENDA ATTACHED HERETO, AND THE "DOCUMENTS" (AS SUCH TERM IS DEFINED IN RIDER B) PROVIDED TO BUYER, IF ANY. (Emphasis added).

[4] 30. Entire Agreement. BUYER CERTIFIES THAT BUYER HAS READ EVERY PROVISION OF THIS AGREEMENT, WHICH INCLUDES EACH RIDER AND ADDENDUM ATTACHED HERETO AND THAT THIS AGREEMENT, TOGETHER WITH EACH SUCH RIDER AND ADDENDUM, CONSTITUTES THE ENTIRE AGREEMENT BETWEEN BUYER AND SELLER. PRIOR AGREEMENTS, REPRESENTATIONS, UNDERSTANDINGS, AND ORAL STATEMENTS NOT REFLECTED IN THIS AGREEMENT HAVE NO EFFECT AND ARE NOT BINDING ON SELLER. BUYER ACKNOWLEDGES THAT BUYER HAS NOT RELIED ON ANY REPRESENTATIONS, NEWSPAPERS, RADIO OR TELEVISION ADVERTISEMENTS, WARRANTIES, STATEMENTS, OR ESTIMATES OF ANY NATURE WHATSOEVER, WHETHER WRITTEN OR ORAL, MADE BY SELLER, SALES PERSONS, AGENTS, OFFICERS, EMPLOYEES, CO-OPERATING BROKERS (IF ANY) OR OTHERWISE EXCEPT AS HEREIN SPECIFICALLY REPRESENTED. BUYER HAS BASED HIS/HER/THEIR DECISION TO PURCHASE THE PROPERTY ON PERSONAL INVESTIGATION, OBSERVATION AND THE DOCUMENTS. (Emphasis added).

[5] 28. Incorporation and Severability. The explanations and disclaimers set forth in the Documents are incorporated into this Agreement. In the event that any clause or provision of this Agreement shall be void or unenforceable, such clause or provision shall be deemed deleted so that the balance of this Agreement is enforceable. (Emphasis added).

[6] RIDER B, 5. Warranties. Buyer understands and agrees that Seller is making only those express limited warranties set forth in the homeowner's warranty (the "Limited Warranty"). The Limited Warranty, incorporated herein, shall be delivered to Buyer at Closing and a copy of which is attached hereto **OR** a copy of which is available for examination at Seller's office and will, at Buyer's request, be attached as an exhibit to this Agreement. THE EXPRESS LIMITED WARRANTY AND REMEDIES PROVIDED BY SELLER CONSTITUTE EXCLUSIVE WARRANTY AND REMEDIES TO BE MADE AVAILABLE BY SELLER AND, EXCEPT WHERE ADDITIONAL WARRANTIES ARE REQUIRED BY APPLICABLE LAW OR REGULATION, ARE IN PLACE OF ALL OTHER GUARANTIES OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF WORKMANSHIP, MERCHANTABILITY, HABITABILITY, SUITABILITY AND FITNESS, WHICH ARE HEREBY EXPRESSLY DISCLAIMED BY SELLER AND WAIVED BY BUYER. TO THE EXTENT OF ANY CONFLICT BETWEEN ANY PROVISION OF THIS AGREEMENT RELATED TO WARRANTIES AND THE LIMITED WARRANTY, THE PROVISIONS OF THE LIMITED WARRANTY SHALL CONTROL. All of the terms of this Section 6 shall survive Closing and the delivery of the Deed. BUYER AND SELLER ACKNOWLEDGE THAT THEY HAVE EXPRESSLY NEGOTIATED AND BARGAINED FOR THE WAIVER OF THE IMPLIED WARRANTY OF HABITABILITY, AND BUYER ACKNOWLEDGES THE SUFFICIENCY AND RECEIPT OF VALUABLE CONSIDERATION FOR SUCH WAIVER IN THE AMOUNT OF $0, WHICH AMOUNT SHALL BE CREDITED TOWARD THE PURCHASE PRICE AT CLOSING. THE CONSIDERATION AGREED UPON ABOVE HAS BEEN SPECIFICALLY NEGOTIATED BETWEEN BUYER AND SELLER.

Rider B further defines "documents" in section 6 as those contained in the "Document Book for the Community" which contains "some of the documents of record affecting the Property and the Community" which the Court infers would contain the Restrictions offered as Exhibit M to Lennar's Motion. Section 6 further refers to taking title of the property, referencing the deed. The Restrictions make note to the deed.

Section 16[7] and 17[8] of the Purchase and Sales Agreement also constitute the dispute resolution sections of the Purchase and Sales Agreement, and therefore, should be read together when assessing the arbitration provisions with Lennar. Section 16.1 defines disputes to include "contract, *warranty*, tort, or otherwise," and makes reference again to claims arising under "warranties." (Emphasis added).

Further, the Lennar Limited Warranty contains a section entitled "Mediation/Arbitration of Disputes" with a subsection "Other Dispute Resolutions." The language in this section of the

[7] 16. Mediation/ Arbitration of Disputes. 16.1 The parties to this Agreement specifically agree that this transaction involves interstate commerce and that any Dispute (as hereinafter defined) shall first be submitted to mediation and, if not settled during mediation, shall thereafter be submitted to binding arbitration as provided by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.) and not by or in a court ollaw or equity. "Disputes" (whether contract, warranty, tort, statutory or otherwise), shall include, but are not limited to, any and all controversies, disputes or claims (1) arising under, or related to, this Agreement, the Property, the Community or any dealings between Buyer and Seller; (2) arising by virtue of any representations, promises or warranties alleged to have been made by Seller or Seller's representative; and (3) relating to personal injury or property damage alleged to have been sustained by Buyer, Buyer's children or other occupants of the Property, or in the Community. Buyer has executed this Agreement on behalf of his or her children and other occupants of the Property with the intent that all such parties be bound hereby. Any Dispute shall be submitted for binding arbitration within a reasonable time after such Dispute has arisen. Nothing herein shall extend the time period by which a claim or cause of action may be asserted under the applicable statute of limitations or statute of repose, and in no event sball the Dispute be submitted for arbitration after the date when institution of a legal or equitable proceeding based on the underlying claims in such Dispute would be barred by the applicable statute of limitations or statute of repose. (Only excerpts included).

[8] 17. Other Dispute Resolutions. Notwithstanding the parties' obligation to submit any Dispute to mediation and arbitration, in the event that a particular dispute is not subject to the mediation or the arbitration provisions of Section 16, then the parties agree to the following provisions: BUYER ACKNOWLEDGES THAT JUSTICE WILL BEST BE SERVED IF ISSUES REGARDING THIS AGREEMENT ARE HEARD BY A JUDGE IN A COURT PROCEEDING, AND NOT A JURY. BUYER AND SELLER AGREE THAT AI"N DISPUTE, CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION SHALL BE HEARD BY A JUDGE IN A COURT PROCEEDING MID NOT A JURY. BUYER AND SELLER HEREBY WAIVE THEIR RESPECTIVE RIGHT TO A JURY TRIAL. SELLER HEREBY SUGGESTS THAT BUYER CONTACT AN ATTORNEY OF BUYER'S CHOICE IF BUYER DOES NOT UNDERSTAND THE LEGAL CONSEQUENCES OF EXECUTING THIS AGREEMENT. All of the terms of this Section 17 shall survive Closing and the delivery of the Deed.

Lennar Warranty is almost verbatim to Sections 16 and 17 of the Purchase Agreement, and offers further proof that the Dispute Resolutions sections and warranty should be read together.

In determining whether the arbitration agreement is unconscionable, the Court has considered the arbitration provisions in each of these documents pursuant to *Prima Paint Corp. v. Flood & Conklin Manufacturing Co.*, 388 US 395, 406 (1967) (holding that courts may only consider the threshold question of whether the arbitration agreement is fraudulently induced and thus invalid, not whether the contract as a whole is invalid.) South Carolina has adopted a broad interpretation of *Prima Paint* and has held that "a party cannot avoid arbitration through rescission of the whole contract when there is no independent challenge to the arbitration clause." See S.C. Pub. Serv. Auth. V. Great W. Coal (ky.), Inc, 312 SC 559,562-63. 437 S.E.2d 22, 24 (1993).

II. THE MOTION TO COMPEL ARBITRATION IS DENIED DUE TO THE UNCONSCIONABILITY OF THE COLLECTIVE ARBITRATION PROVISIONS AS A WHOLE.

Lennar argues that the Purchase and Sale Agreement, the Limited Warranty, the Covenants and Restriction, and the deed all contain separate arbitration provisions. Plaintiffs assert a number of state-specific grounds challenging the legitimacy of Lennar's arbitration provisions. This Court agrees with the Plaintiffs.

A.) <u>South Carolina Law and Prevailing Equitable Principles Invalidate Lennar's Arbitration Provisions</u>

In South Carolina, a party may effectively challenge the arbitrability of a given claim based upon general contract defenses including fraud, duress and unconscionability. *See Munoz v. Green Tree Fin. Corp.*, 343 S.C. 531, 539, 542 S.E.2d 360, 363-64 (2001) (noting general contract principles of state law apply in a court's evaluation of the enforceability of an arbitration clause governed by the FAA).

When such questions of arbitrability arise, the trial court, not the arbitrator, decides whether a matter should be resolved through arbitration. *See Oxford Health Plans, LLC v. Sutter,* 569 U.S. _ (2013) This determination involves a two-step inquiry: (1) whether a valid arbitration agreement exists; and (2) whether the specific dispute falls within the substantive scope of the arbitration agreement. *See Simpson v. MSA of Myrtle Beach, Inc.,* 373 S.C. 14, 644 S.E.2d 663 (2007) (noting where one party denies the existence of an arbitration agreement raised by an opposing party, a court must immediately determine whether the agreement exists in the first place.) When deciding a motion to compel arbitration under the SCUAA or the FAA, the court should look to the state law that ordinarily governs the formation of contracts in determining whether a valid arbitration agreement arose between the parties..." *Smith v. D.R. Horton, Inc.,* 403 S.C. 10, 742 S.E.2d 37 (Ct. App. 2013)), affirmed by S. Ct. Opinion No. 27645 (Filed July 6, 2016); *see also* S.C. Code § 15-48-20 (a) (providing arbitration will be denied if a court determines no agreement to arbitrate existed).

B.) <u>The Court finds that Lennar's Warranty Provisions are Unconscionable, and thus Unenforceable.</u>

Unconscionability is defined as "the absence of meaningful choice on the part of one party due to one-sided contract provisions, together with terms that are so oppressive that no reasonable person would make them and no fair and honest person would accept them." *Simpson v. MSA of Myrtle Beach,* 373 S.C. 14, 25 644 S.E.2d 663, 668-69 (2007)(citing *Carolina Care Plan, Inc. v. United Health Care Servs., Inc.,* 361 S.C. 544, 554, 606 S.E.2d 752, 757 (2004)) Unconscionability must be evaluated under both prongs: (1) lack of meaningful choice; and (2) oppressive terms.

1.) Absence of Meaningful Choice

"Absence of meaningful choice on the part of one party generally speaks to the fundamental fairness of the bargaining process in the contract at issue." *Id.* (citations omitted).

"In determining whether a contract was 'tainted by an absence of meaningful choice,' courts should take into account the nature of the injuries suffered by the plaintiff; whether the plaintiff is a substantial business concern; the relative disparity in the parties' bargaining power; the parties' relative sophistication; whether there is an element of surprise in the inclusion of the challenged clause; and the conspicuousness of the clause." *Simpson,* 373 S.C. at 25, 644 S.E.2d at 669 (citations omitted). "[U]nder general principles of state contract law, an adhesion contract is a standard form contract offered on a 'take-it-or-leave-it' basis with terms that are not negotiable." *Id.* at 373 S.C at 26-27, 644 S.E.2d at 669.

In circumstances involving adhesion contracts, an absence of meaningful choice is readily apparent based upon the lack of bargaining power. Accordingly, adhesion contracts, such as commercial sales agreements and manufacturer warranties, are subject to "considerable skepticism" due to the disparity in bargaining positions of the parties. *Id.* at 27, 644 S.E.2d at 669. Consequently, "the presumption in favor of arbitration is substantially weaker when there are strong indications that the contract at issue is an adhesion contract, and the arbitration clause itself appears to be adhesive in nature. In this situation, there arises considerable doubt that any true agreement ever existed to submit disputes to arbitration."*Id.* at 26, 644 S.E.2d at 669 (citations omitted).

Recently the Supreme Court issued an Order affirming the denial of a Motion to Compel Arbitration and finding the arbitration provisions unconscionable in *Smith v. D.R. Horton,* S. Ct. Opinion No.27645 (July 6, 2016). In the analysis of the lack of meaningful choice, the Supreme Court highlighted that they had previously "taken judicial cognizance of the fact that the modern buyer of new residential housing is normally in an unequal bargaining position as against the seller." *Id.* (citing Kennedy v. Columbia Lumber & Mfg. Co., 299 S.C. 335, 343, 384 S.E. 2d 730, 735-36 (1989) (other internal citations omitted). Here, as in *Smith*, "there is no indication

(...) that the [Plaintiffs] enjoyed a substantially stronger bargaining position against [Lennar] than the average homebuyer, or that they were represented by independent counsel." *Id.*

It does appear that Plaintiffs had no choice and zero input as to any aspect of Lennar's Purchase and Sales Agreement, Warranty, Covenants, or Deed, as for each Agreement entered into by the Plaintiffs, they all contain the same sections and same language, including the arbitration and legal remedies provisions.

Lennar argues that the Covenants bolster their arbitration clause; however, the Court disagrees. The Covenants were filed with the register of deeds, according to Lennar, "prior to the sale of the residences"; therefore, Plaintiffs could have no input into those restrictions. Plaintiffs were never consulted and were never provided the opportunity to negotiate those terms. Given Plaintiffs are not business entities, are unsophisticated, and lacking in bargaining power, it only supports the supposition that Plaintiffs were presented with Lennar's Purchase and Sales Agreement, Warranty, and Restrictions on a take it or leave it basis and that clearly there was an absence of meaningful choice. *Simpson*, 373 S.C. at 27, 644 S.E.2d at 670; *Luckey v. Green Tree Fin. Corp.*, 330 S.C. 388, 394, 498 S.E.2d 898, 901 (Ct. App. 1998).

As such, this Court cannot ignore the "adhesive" nature of these provisions – nonnegotiable provisions which were drafted by Lennar, and which functioned to contract away certain significant rights and remedies otherwise lawfully available to Plaintiffs. *Simpson*, 373 S.C. at 25, 644 S.E.2d at 668-69

2.) Oppressive/One-Sided Terms

Specifically as to oppressive terms, the South Carolina Supreme Court in affirming the earlier rulings by the Court of Appeals and trial court in *Smith v. D.R. Horton*, found that "attempts to disclaim implied warranty claims and prohibit monetary damages are clearly one-sided and oppressive."

The trial court in *Smith*, originally confronted with a motion to compel arbitration brought by D.R. Horton, viewed the warranties and arbitration section of the purchase contract *as a whole,* finding it "referenced that certain disputes are to be resolved by mandatory binding arbitration along with an entire host of attempted waivers of important legal remedies." *Id.* Per its review, the trial court held the sections' collective attempt to disclaim implied warranty claims was oppressive and unconscionable. *Id.* The trial court further found "perhaps even more stark [were] the provisions in the Limitations of Liability ..." in which D.R. Horton claimed it could not be liable for monetary damages of any kind. *Id.* Based upon the foregoing, the trial court concluded, and our Court of Appeals and Supreme Court subsequently affirmed, that the arbitration provision was wholly unconscionable and unenforceable based on the cumulative effect of a number of oppressive and one-sided provisions. *Id.*

This Court's review of Lennar's Warranty reveals strikingly similar warranty limitations and disclaimers to those addressed, and ultimately rejected, by the *Smith* Court. As seen above, the Warranty eliminates most remedies after the structure is two years old. Lennar's arbitration and remedial-related provisions result in (a) the loss of the right to a jury trial; (b) the loss of the ability to maintain a class action; and (c) the loss of other certain remedies otherwise allowed by South Carolina law including the recovery of monetary damages. Lennar further attempts to disclaim all implied warranties.

Under our state law principles of contract interpretation, such limitations offered through an adhesion contract, and which effectively deprive substantial rights and eviscerate all means of recovering any damages, are oppressive.

As applied to The Abbey, Lennar's Warranty provisions create an internal inconsistency within the Warranty itself by negating all meaningful warranty coverage for the primary risk associated with said Warranty - damage arising out of or to the residences that Lennar built. Like

the defendants in both *Smith* and *Simpson,* Lennar takes the position its Warranty relieves *Lennar of all liability for this very damage under any conceivable set of circumstances.* Clearly, this renders the arbitration provisions, and thus the entire Warranty (a) void of its essential purpose; (b) lacking in mutuality; and (c) procedurally and substantively unconscionable.[9]

Irrespective of whether the FAA or SCUAA apply, this Court finds that the collective arbitration provisions are oppressive and that the Plaintiffs had no meaningful choice when entering into the adhesion contracts. *Id. citing* S.C. Code§ 36-2-302(1) (2003) ("If a court as a matter of law finds any clause of a contract to have been unconscionable at the time it was made, the court may refuse to enforce the unconscionable clause, or so limit its application so as to avoid any unconscionable result....").

*3.) **The Warranty Provisions are Not Severable***

While Courts are permitted to "sever" unconscionable, contractual provisions, the purported agreement between Plaintiffs and Lennar is not a proper candidate for the application of this remedy. South Carolina courts, and a host of other courts throughout the nation, "recognize severability is not always an appropriate remedy for an unconscionable provision ... '[i]f illegality pervades the agreement such that only a disintegrated fragment would remain after hacking away the unenforceable parts... "'*Simpson,* 373 S.C. at 34, 542 S.E.2d at 673; *D.R. Horton, supra,* ("We conclude the arbitration clause in this case should not be severed from the numerous unconscionable provisions and particularly [D.R.] Horton's attempt to waive any seller

[9] The South Carolina Court of Appeals in *Isle of Palms Pest Control Company versus Monticello Insurance Company,* directly confronted the issue of an "internal inconsistency", concluding as follows:

> [T]he internal inconsistency created by [a policy exclusion] which *purports to bar coverage for claims arising out of the very operation sought* to be insured renders [the policy] *ambiguous in favor of coverage.*

Isle of Palms, 319 S.C. 12, 19, 459 S.E.2d 318, 321 (Ct. App. 1994), *reh'g denied,* (Aug. 4, 1995 (emphasis added); *see alsoHooters of Augusta, Inc. v. American Global Ins. Co.*, 272 F. Supp.2d 1365, 1378 (S.D. Ga. 2003) (noting "[i]nsurers must not deceive insurance purchasers into believing they have coverage only to have an exclusionary provision entirely nullify it").

liability for monetary damages of any kind, including secondary, consequential, punitive, general, special or indirect damages.") (internal citations omitted) (emphasis added); *see also, Ingle v. Circuit City Stores, Inc.*, 328 F.3d 1165, 1180 (9th Cir. 2003) (finding arbitration agreement wholly unenforceable because of an "insidious pattern" of unconscionable provisions, and therefore "any earnest attempt to ameliorate the unconscionable aspects of [the] arbitration agreement would require [the] court to assume the role of contract author rather than interpreter"); *In re Cotton Yarn Antitrust Litig.*, 406 F.Supp.2d 585, 604 (M.D.N.C. 2005)("[W]here, as here, multiple provisions of the arbitration clauses are inconsistent with Plaintiffs' ability to effectively vindicate their statutory rights ... the Court finds that the better course of action in this case is to excise the arbitration clauses altogether.").

Similar to *Simpson* and *D.R. Horton*, Lennar's arbitration clause is "made unconscionable" by oppressive provisions which pervade each of the arbitration provisions within the Documents, thereby rendering "severability" impractical, if not impossible. Thus, in line with South Carolina jurisprudence, each arbitration provisions contained in Lennar's Purchase and Sales Agreement (§§16 and 17, and Rider B), Lennar's Limited Warranty in its entirety, Arbitration provision in the Covenants and Restriction and Deed, are "excise(d) (...) altogether," and are ultimately rejected by this Court. *Id.*

III. THE COURT FINDS THAT THE ARBITRATION AGREEMENTS ARE UNCONSCIONABLE; HOWEVER, IN THE ALTERNATIVE, THE COURT FINDS THAT THE ARBITRATION PROVISIONS ARE AMBIGUOUS.

Lennar argues that the Purchase and Sale Agreement, the Limited Warranty, the Covenants and Restriction, and the deed all contain arbitration provisions which are governed by the Federal Arbitration Act, 9 U.S.C. § I, *et seq*, or in the alternative the South Carolina Uniform Arbitration Act, but that under either Act, the arbitration provisions are proper and enforceable. Plaintiff argues that the arbitration provisions should be governed by the SCUAA and not the

FAA, and that the arbitrations provisions thus do not comply with the SCUAA's notice requirements. The Court has found that the arbitration provisions are unconscionable, and thus unenforceable.

In the alternative, the Court also finds that the arbitration provisions are ambiguous. Ambiguities are to be more strictly construed against the drafter of a document. Therefore, the Court has analyzed whether the agreements are subject to interstate or intrastate commerce. The Court finds that the SCUAA applies to the arbitration provision and that notice is not in compliance with the statute. For these alternative reasons, the Court also denies to Lennar's Motion to Enforce the arbitration provisions.

Where an arbitration agreement selects the FAA or a state arbitration statute as the applicable law, that law governs regardless of whether the contract involves intrastate or interstate commerce, This principle has repeatedly been recognized by the United States Supreme Court and the South Carolina Supreme Court. In *Volt Information Sciences, Inc.* v. *Board of Trustees of Leland Stanford Jr. University*, the United States Supreme Court addressed the impact of parties' choice-of-law in their contract on the question of whether the arbitration required by the contract was governed by the FAA or state law. *Volt*, 489 U.S. 468 (1989). The Court found determinative the fact that the FAA's purpose is only to require courts to enforce "agreements to arbitrate, like other contracts, in accordance with their terms." *Id.* at 478. The Court thus held that courts must enforce contractual provisions specifying the law governing contractually required arbitration of disputes. *Id.* at 479. The court recently reiterated this point in *DIRECTV, Inc.* v. *Imburgia*, providing that "parties to an arbitration contract [have] considerable latitude to choose what law governs some or all of its provisions." *Imburgia*, 136 S. C. 463, 468 (2015). The South Carolina Supreme Court applied these principles to hold that where an arbitration agreement provides that it is governed by the FAA, the FAA applies

irrespective of whether there is interstate commerce. *Munoz* v. *Green Tree Financial Corp.*, 343 S.C. 531, 538, 542 S.E.2d 360, 363 (2001).

In reviewing the arbitration provisions at issue, the Court finds that ambiguous terms as to the choice of law are within each of the agreements Lennar claims to contain arbitration provisions.

The Purchase and Sales Agreement states on the front of the document that the arbitration notice is being provided pursuant to the South Carolina Code of Laws and pursuant to Section15-48-10. However, Section 16 later states that the "parties to this Agreement specifically agree that this transaction involves interstate commerce and that any Dispute (as hereinafter defined) shall first be submitted to mediation and, if not settled during mediation, shall thereafter be submitted to binding arbitration as provided by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.).

Lennar's Limited Warranty provides the same sentence as in Section 16 of the Purchase Agreement and states that the FAA applies; however, on page 14, the warranty specifies that the agreement is subject to arbitration pursuant to the Uniform Arbitration Act, Section 15-48-10 (sic), et. seq. Code of Laws of South Carolina, 1976, as Amended. The Disclaimer of Implied warranties on page 11 of the Warranty refers to and states and intention to comply "with the laws of the state in which the Home is located."

On the front page of the Amended and Restated Declaration of Covenants, the words "**THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION PURSUANT TO THE SOUTH CAROLINA UNIFORM ARBITRATION ACT (S. C. CODE ANN §15-48-10 ET. SEQ., AS AMENDED**." The Covenants go on to state that the "developer expressly reserves the right to amend or restate this declaration without the consent of an owner." The Deed refers to the Covenants and incorporates the same, but the Deed does not have a separate

arbitration provision. Lennar admits that the Covenants were recorded in 2007, years prior to the construction and sale of Plaintiffs residences.

Therefore, the Court finds that the terms when viewed collectively are ambiguous as they refer to both the FAA and the SCUAA as written. The Court has already found that the contract is one of adhesion with oppressive terms, the Covenant is an even more extreme case of adhesion, as it was written, agreed to, recorded and may be changed by Lennar without notice. It is not the Court's prerogative to re-write the arbitration provisions, but the agreements contain ambiguities on the choice of law.

Therefore the Court must examine whether the contract involves interstate or intrastate commerce. The Plaintiffs contend that the sales transactions for the homes located at Spring Grove did not involve interstate commerce; and therefore, that the arbitration clause does not properly invoke application of the Federal Arbitration Act, but rather the South Carolina Uniform Arbitration Act. The Court agrees finds that the subject-matter sales transactions involve intrastate commerce, as opposed to interstate commerce.

The Supreme Court of South Carolina has held that "to ascertain whether a transaction involves commerce within the meaning of the FAA, the court must examine the agreement, the complaint, and the surrounding facts." *Zabinski* at 117, 553 S.E.2d at 594 *citing Towles v. United Healthcare Corp.*, 338 S.C. 29, 524 S.E.2d 839 (Ct. App. 1999). The United States Supreme Court utilizes a "commerce in fact" test to determine if the transaction involves interstate commerce for the FAA to apply. *Zabinski*, at 115, 553 S.E.2d at 591 *quoting Allied- Bruce Terminix Cos., Inc. v. Dobson*, 513 U.S. 265, 274 (1995). The transaction must turn out, in fact, to have involved interstate commerce. *Id. citing Roberson v. Money Tree of Ala., Inc.*, 954 F.Supp. 1519 (M.D. Ala. 1997). "Despite this expansive interpretation of the FAA, the FAA does

not reflect a congressional intent to occupy the entire field of arbitration." *Id.* at 115-6, 553 S.E.2d at 591 *citing Volt Info. Scis. Inc. v. Bd. ofTrs.*, 489 U.S1 • 468 (1989).

As it applies to cases involving real estate, the Supreme Court of South Carolina has held that "interstate commerce was not involved in a contract for the sale of a commercial building located in South Carolina to out-of-state parties even though, incidental to the sale, the parties utilized the services of a North Carolina engineer and procured financing from a Pennsylvania lender." *Bradley,* at 456, 730 S.E.2d at 317 (2012) *citing Mathews v. Fluor Corp.,* 312 S.C. 404, 407, 440 S.E.2d 880, 881 (1994).

Thus, while interstate commerce may be implicated in certain transactions,[10] our Supreme Court adheres to the view that real estate purchase contracts only implicate intrastate commerce because "the development of land within South Carolina's borders is the quintessential example of a purely intrastate activity." *Bradley v. Brentwood Homes, Inc.,* 398 S.C. 447, 456, 730 S.E.2d 312, 317 (2012) *quoting Zabinski,* 346 S.C. at 595, 553 S.E.2d at 117-18. The Court further confirmed its prior rulings that the sale of a residence is inherently *intrastate. Id.*

The Court finds that the Plaintiffs' Agreements for Sale evidence that they purchased homes in Berkeley County, South Carolina. The homes were sold by Lennar, who was/is located at 1941 Savage Road, Suite 100C, Charleston, SC 29407. The General Contractor for the project, Lennar Carolinas, LLC, is a corporation organized in the State of South Carolina. Each of the above evidences intrastate commerce. Defendants have not satisfied their burden of proof to negate the well-established South Carolina precedent respecting the inherent *intrastate* nature

[10] The Supreme Court of South Carolina has stated that a transaction involving construction on Hilton Head Island did, in fact, involve interstate commerce as contemplated by the FAA because the South Carolina partnership utilized out-of-state materials, contractors, and investors. *Zabinski,* at 595, 553 S.E.2d at 118. Furthermore, the Supreme Court of South Carolina has recently broadened the definition of interstate commerce as it applies to residency agreements in nursing homes by overturning *Timms v. Greene. Dean v. Heritage Healthcare of Ridgeway, LLC,* 408 S.C. 371, 371, 759, S.E.2d 727, 733 (2014).,

of the sale of a home. Based on the above, the Federal Arbitration Act does not apply to the transaction or this matter.

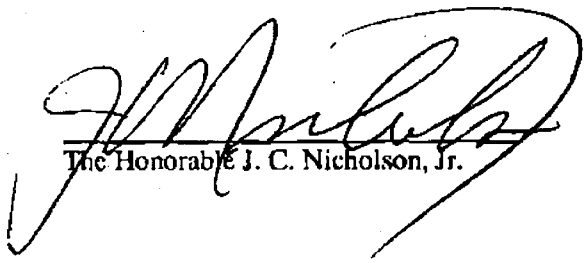
This Court has reviewed the arbitration provisions as a whole, and found them unconscionable. In the alternative, this Court finds that the arbitration provisions do not comply with the SCUAA, as "Notice that a contract is subject to arbitration pursuant to this chapter shall be typed in underlined capital letters, or rubber-stamped prominently, on the first page of the contract and unless such notice is displayed thereon the contract shall not be subject to arbitration." The arbitration provisions in the Purchase and Sales agreement, the Warranty, not the deed are underlined. The arbitration provision in the Warranty and Deed does not appear on the first page, and is not in capital letters. The Covenants document does comply with the SCUAA; however, the Court finds the adhesive nature of the document and the fact that it was not presented to each homeowner to be persuasive and against public policy. Under the SCUAA, an arbitration provision must be properly disclaimed, and failure to do so, renders the arbitration provision unenforceable under the Act's express provisions. S.C. Code § 15-48-10.[11] Therefore, the Court finds that the Arbitration provisions are unenforceable under the SCUAA.

CONCLUSION

In conclusion, this denies Lennar's Motion to Compel Arbitration based on the unconscionable provisions of the arbitration provisions. The Court concludes in the alternative, that the arbitration provisions ambiguously refer to both the FAA and the SCUAA, but that the SCUAA applies under the intrastate commerce rule. Therefore, the arbitration provisions are alternatively unenforceable based on noncompliance with the notice requirements in SCUAA.

[11] Although SCUAA's disclaimer requirements may be preempted by the FAA, such preemption only occurs in cases where the transaction at issue involves interstate versus intrastate commerce. *Munoz v. Green Tree Fin. Corp.*, 343 S.C. 531, 539, 542 S.E.2d 360, 364 (2001).

AND IT IS SO ORDERED.



The Honorable J. C. Nicholson, Jr.

September 19, 2016
Charleston, South Carolina

STATE OF NORTH CAROLINA)
COUNTY OF UNION)

Affidavit of Chris Stafford

I, Chris Stafford, being duly sworn, do affirm and state that:

1. I am over eighteen years of age and have personal knowledge of the matters stated in this affidavit.

2. I am the Operations Director for Alpha Omega Construction Group, Inc. and have been in this position since August 5, 2008.

3. Attached hereto as Exhibit A are Alpha Omega Construction Group, Inc.'s invoices for the work which it performed at the residences located in The Abbey at Spring Grove Plantation in Moncks Corner, South Carolina.

4. The invoices in Exhibit A range from May 13, 2013 to March 7, 2014.

5. I have reviewed Exhibit 61 to Robert Mauch's Affidavit, which is Lennar Carolinas, LLC's Vendor Payment records. These records indicate that Alpha Omega Construction Group, Inc. performed some work in in The Abbey in May and August 2014.

6. Alpha Omega Construction Group, Inc. completed all of its work for Lennar in The Abbey by August 2014 at the latest.

7. I have reviewed Exhibit 31 to Robert Mauch's Affidavit, which is the August 7, 2015 Master Trade Partner Agreement between Alpha Omega Construction Group, Inc. and Lennar Carolinas, LLC. This agreement was entered into after Alpha Omega Construction Group, Inc. completed all of its work for Lennar in The Abbey.

8. I have reviewed Alpha Omega Construction Group, Inc.'s records and am unable to find a contract with Lennar Carolinas, LLC which predates the work referenced in the invoices attached as Exhibit A.

FURTHER AFFIANT SAYETH NOT.

Date: 4-4-16

Chris Stafford

SWORN to before me this 4
day of April, 2016.

(SEAL)
Notary Public for North Carolina
My Commission expires: Feb. 22, 2019

Alpha Omega Construction Group, Inc.

PO Box 3196
Matthews, NC 28106

INVOICE NO. 44072

PAID 05/21/2013

Bill To
LENNAR CAROLINAS, LLC. 1941 SAVAGE ROAD, STE 100C CHARLESTON, SC 29407

Date	5/13/2013
P.O. No.	17435543
Term	Due Upon Receipt

Ship To
SUBD: ABBEY@SPRING GROVE LOT: 23 ADDR: 246 MAYWOOD DR., MONCKS CORNER

Service date	5/1/2013
Crew	GARCIA/DARIO

Plan	1774/C

Description	Amount
ROOF LABOR	715.65

Thank you for choosing Alpha Omega Construction Group Inc.

Total	$715.65
Payments/Credits	-$715.65
Balance Due	$0.00

As a condition of this service, I the builder/or home owner promise that if any amount owed by me to the contractor is not paid in full and is PAST DUE or DELINQUENT, I will be subject to FINANCE CHARGES at a rate of 1.5% per month. Attorney fees and court costs will be added if placed for collection. Payable in Charlotte, North Carolina.

Thank you for your business

EXHIBIT
A

Alpha Omega Construction Group, Inc.

PO Box 3196
Matthews, NC 28106

INVOICE NO. 44071

PAID 05/31/2013

Bill To
LENNAR CAROLINAS, LLC. 1941 SAVAGE ROAD, STE 100C CHARLESTON, SC 29407

Date	5/13/2013
P.O. No.	17435542
Term	Due Upon Receipt

Ship To
SUBD: ABBEY@SPRING GROVE LOT: 23 ADDR: 246 MAYWOOD DR., MONCKS CORNER

Service date	5/1/2013
Crew	GARCIA/DARIO

Plan	1774/C

Description	Amount
Roof MATERIAL GAF Royal Sovereign 25YRS - CHARCOAL	1,515.06

Thank you for choosing Alpha Omega Construction Group Inc.

Total	$1,515.06
Payments/Credits	-$1,515.06
Balance Due	$0.00

As a condition of this service, I the builder/or home owner promise that if any amount owed by me to the contractor is not paid in full and is PAST DUE or DELINQUENT, I will be subject to FINANCE CHARGES at a rate of 1.5% per month. Attorney fees and court costs will be added if placed for collection. Payable in Charlotte, North Carolina.

Thank you for your business

Alpha Omega Construction Group, Inc.

PO Box 3196
Matthews, NC 28106

INVOICE NO. 46312

PAID 05/13/2013

Bill To
LENNAR CAROLINAS, LLC. 1941 SAVAGE ROAD, STE 100C CHARLESTON, SC 29407

Ship To
SUBD: ABBEY@SPRING GROVE LOT: 32 ADDR: 241 MAYWOOD DR., MONCKS CORNER

Plan	2059/C

Date	6/18/2013
P.O. No.	17156418
Term	Due Upon Receipt
Service date	
Crew	

Description	Amount
Roof Turnkey GAF Royal Sovereign 25YRS	1,515.06

Thank you for choosing Alpha Omega Construction Group Inc.

Total	$1,515.06
Payments/Credits	-$1,515.06
Balance Due	$0.00

As a condition of this service, I the builder/or home owner promise that if any amount owed by me to the contractor is not paid in full and is PAST DUE or DELINQUENT, I will be subject to FINANCE CHARGES at a rate of 1.5% per month. Attorney fees and court costs will be added if placed for collection. Payable in Charlotte, North Carolina.

Thank you for your business

Alpha Omega Construction Group, Inc.

PO Box 3196
Matthews, NC 28106

INVOICE NO. 46313

PAID 05/13/2013

Bill To
LENNAR CAROLINAS, LLC. 1941 SAVAGE ROAD, STE 100C CHARLESTON, SC 29407

Date	6/18/2013
P.O. No.	17183619
Term	Due Upon Receipt

Ship To
SUBD: ABBEY@SPRING GROVE LOT: 33 ADDR: 239 MAYWOOD DR., MONCKS CORNER

Service date	
Crew	

Plan	2073/A

Description	Amount
Roof Turnkey GAF Royal Sovereign 25YRS -	1,886.21

Thank you for choosing Alpha Omega Construction Group Inc.

Total	$1,886.21
Payments/Credits	-$1,886.21
Balance Due	$0.00

As a condition of this service, I the builder/or home owner promise that if any amount owed by me to the contractor is not paid in full and is PAST DUE or DELINQUENT, I will be subject to FINANCE CHARGES at a rate of 1.5% per month. Attorney fees and court costs will be added if placed for collection. Payable in Charlotte, North Carolina.

Thank you for your business

Alpha Omega Construction Group, Inc.

PO Box 3196
Matthews, NC 28106

INVOICE NO. 46315

PAID 05/13/2013

Bill To
LENNAR CAROLINAS, LLC. 1941 SAVAGE ROAD, STE 100C CHARLESTON, SC 29407

Ship To
SUBD: ABBEY@SPRING GROVE LOT: 36 ADDR: 233 MAYWOOD DR., MONCKS CORNER

Plan	2113/C

Date	6/18/2013
P.O. No.	17183702
Term	Due Upon Receipt

Service date	
Crew	

Description	Amount
Roof Turnkey GAF Royal Sovereign 25YRS -	1,501.02

Thank you for choosing Alpha Omega Construction Group Inc.

Total	$1,501.02
Payments/Credits	-$1,501.02
Balance Due	$0.00

As a condition of this service, I the builder/or home owner promise that if any amount owed by me to the contractor is not paid in full and is PAST DUE or DELINQUENT, I will be subject to FINANCE CHARGES at a rate of 1.5% per month. Attorney fees and court costs will be added if placed for collection. Payable in Charlotte, North Carolina.

Thank you for your business

Alpha Omega Construction Group, Inc.

PO Box 3196
Matthews, NC 28106

INVOICE NO. 51432

PAID 10/18/2013

Bill To
LENNAR CAROLINAS, LLC. 1941 SAVAGE ROAD, STE 100C CHARLESTON, SC 29407

Ship To
SUBD:THE ABBEY AT SPRING GROVE LOT:34 ADDR:237 MAYWOOD DR,MONCKS CORNER,SC29461

Plan	1774 B

Date	8/28/2013
P.O. No.	17483040
Term	Due Upon Receipt

Service date	8/26/2013
Crew	JUAN RAMOS/FELI

Description	Amount
ROOF LABOR	663.65

Thank you for choosing Alpha Omega Construction Group Inc.

Total	$663.65
Payments/Credits	-$663.65
Balance Due	$0.00

As a condition of this service, I the builder/or home owner promise that if any amount owed by me to the contractor is not paid in full and is PAST DUE or DELINQUENT, I will be subject to FINANCE CHARGES at a rate of 1.5% per month. Attorney fees and court costs will be added if placed for collection. Payable in Charlotte, North Carolina.

Thank you for your business

Alpha Omega Construction Group, Inc.

PO Box 3196
Matthews, NC 28106

INVOICE NO. 51431

PAID 09/24/2013

Bill To
LENNAR CAROLINAS, LLC. 1941 SAVAGE ROAD, STE 100C CHARLESTON, SC 29407

Ship To
SUBD:THE ABBEY AT SPRING GROVE LOT:34 ADDR:237 MAYWOOD DR,MONCKS CORNER,SC29461

Plan	1774 B

Date	8/28/2013
P.O. No.	17483039
Term	Due Upon Receipt

Service date	8/26/2013
Crew	JUAN RAMOS/FELI

Description	Amount
ROOF MATERIAL GAF 25 YRS 3 TAB/ROYAL SOV-CHARCOAL	1,404.90

Thank you for choosing Alpha Omega Construction Group Inc.

Total	$1,404.90
Payments/Credits	-$1,404.90
Balance Due	$0.00

As a condition of this service, I the builder/or home owner promise that if any amount owed by me to the contractor is not paid in full and is PAST DUE or DELINQUENT, I will be subject to FINANCE CHARGES at a rate of 1.5% per month. Attorney fees and court costs will be added if placed for collection. Payable in Charlotte, North Carolina.

Thank you for your business

Alpha Omega Construction Group, Inc.

PO Box 3196
Matthews, NC 28106

INVOICE NO. 51173

PAID 10/18/2013

Bill To
LENNAR CAROLINAS, LLC. 1941 SAVAGE ROAD, STE 100C CHARLESTON, SC 29407

Ship To
SUBD:ABBEY AT SPRING GROVE LOT:29 ADDR:251 MAYWOOD DR,MONCKS CORNER,SC29461

Plan	2113 B

Date	8/28/2013
P.O. No.	17482951
Term	Due Upon Receipt

Service date	8/17/2013
Crew	JUAN RAMOS/FELI

Description	Amount
ROOF LABOR	678.00

Thank you for choosing Alpha Omega Construction Group Inc.

Total	$678.00
Payments/Credits	-$678.00
Balance Due	$0.00

As a condition of this service, I the builder/or home owner promise that if any amount owed by me to the contractor is not paid in full and is PAST DUE or DELINQUENT, I will be subject to FINANCE CHARGES at a rate of 1.5% per month. Attorney fees and court costs will be added if placed for collection. Payable in Charlotte, North Carolina.

Thank you for your business

Alpha Omega Construction Group, Inc.

PO Box 3196
Matthews, NC 28106

INVOICE NO. 51171

PAID 10/18/2013

Bill To
LENNAR CAROLINAS, LLC. 1941 SAVAGE ROAD, STE 100C CHARLESTON, SC 29407

Ship To
SUBD:ABBEY AT SPRING GROVE LOT:29 ADDR:251 MAYWOOD DR,MONCKS CORNER,SC29461

Plan	2113 B

Date	8/28/2013
P.O. No.	17482950
Term	Due Upon Receipt
Service date	8/17/2013
Crew	JUAN RAMOS/FELI

Description	Amount
ROOF MATERIAL GAF 25 YRS 3 TAB/ROYAL SOV-CHARCOAL	1,416.78

Thank you for choosing Alpha Omega Construction Group Inc.

Total	$1,416.78
Payments/Credits	-$1,416.78
Balance Due	$0.00

As a condition of this service, I the builder/or home owner promise that if any amount owed by me to the contractor is not paid in full and is PAST DUE or DELINQUENT, I will be subject to FINANCE CHARGES at a rate of 1.5% per month. Attorney fees and court costs will be added if placed for collection. Payable in Charlotte, North Carolina.

Thank you for your business

Alpha Omega Construction Group, Inc.

PO Box 3196
Matthews, NC 28106

INVOICE NO. 53790

PAID 11/22/2013

Bill To
LENNAR CAROLINAS, LLC. 1941 SAVAGE ROAD, STE 100C CHARLESTON, SC 29407

Date	9/25/2013
P.O. No.	17699498
Term	Due Upon Receipt

Ship To
SUBD:THE ABBEY AT SPRING GROVE LOT: 37 ADDR:231 MAYWOOD DR,MONCKS CORNER,SC29461

Service date	9/19/2013
Crew	JUAN RAMOS/FELI

Plan	2059 C

Description	Amount
ROOF LABOR	785.65

Thank you for choosing Alpha Omega Construction Group Inc.

Total	$785.65
Payments/Credits	-$785.65
Balance Due	$0.00

As a condition of this service, I the builder/or home owner promise that if any amount owed by me to the contractor is not paid in full and is PAST DUE or DELINQUENT, I will be subject to FINANCE CHARGES at a rate of 1.5% per month. Attorney fees and court costs will be added if placed for collection. Payable in Charlotte, North Carolina.

Thank you for your business

Alpha Omega Construction Group, Inc.

PO Box 3196
Matthews, NC 28106

INVOICE NO. 53789

PAID 11/22/2013

Bill To
LENNAR CAROLINAS, LLC. 1941 SAVAGE ROAD, STE 100C CHARLESTON, SC 29407

Ship To
SUBD:THE ABBEY AT SPRING GROVE LOT: 37 ADDR:231 MAYWOOD DR,MONCKS CORNER,SC29461

Plan	2059 C

Date	9/25/2013
P.O. No.	17699497
Term	Due Upon Receipt
Service date	9/19/2013
Crew	JUAN RAMOS/FELI

Description	Amount
ROOF MATERIAL GAF 25 YRS 3 TAB ROYAL SOV-CHARCOAL	1,515.06

Thank you for choosing Alpha Omega Construction Group Inc.

Total	$1,515.06
Payments/Credits	-$1,515.06
Balance Due	$0.00

As a condition of this service, I the builder/or home owner promise that if any amount owed by me to the contractor is not paid in full and is PAST DUE or DELINQUENT, I will be subject to FINANCE CHARGES at a rate of 1.5% per month. Attorney fees and court costs will be added if placed for collection. Payable in Charlotte, North Carolina.

Thank you for your business

Alpha Omega Construction Group, Inc.

PO Box 3196
Matthews, NC 28106

INVOICE NO. 62741

PAID
02/21/2014

Bill To	Date	2/7/2014
LENNAR CAROLINAS, LLC. 1941 SAVAGE ROAD, STE 100C CHARLESTON, SC 29407	P.O. No.	19916113-000
	Term	Due Upon Receipt

Ship To	Service date	1/14/2014
SUBD:THE ABBEY AT SPRING GROVE LOT: 37 ADDR:231 MAYWOOD DR,MONCKS CORNER,SC29461	Crew	JUAN RAMOS/JACO

Plan	

Description	Amount
REPLACED SHINGLES AROUND ADDED FIREPLACE	350.00

Thank you for choosing Alpha Omega Construction Group Inc.

Total	$350.00
Payments/Credits	-$350.00
Balance Due	$0.00

As a condition of this service, I the builder/or home owner promise that if any amount owed by me to the contractor is not paid in full and is PAST DUE or DELINQUENT, I will be subject to FINANCE CHARGES at a rate of 1.5% per month. Attorney fees and court costs will be added if placed for collection. Payable in Charlotte, North Carolina.

Thank you for your business

Alpha Omega Construction Group, Inc.

PO Box 3196
Matthews, NC 28106

INVOICE NO. 54857

PAID 11/08/2013

Bill To
LENNAR CAROLINAS, LLC. 1941 SAVAGE ROAD, STE 100C CHARLESTON, SC 29407

Ship To
CO:LENNAR COASTAL SUBD:THE ABBEY AT SPRING GROVE LOT:24 ADDR:248 MAYWOOD DR,MONCKS CORNER,SC29461

Plan	1774 B

Date	10/14/2013
P.O. No.	18538867
Term	Due Upon Receipt
Service date	9/25/2013
Crew	JUAN RAMOS/MARC

Description	Amount
ROOF LABOR	663.65

Thank you for choosing Alpha Omega Construction Group Inc.

Total	$663.65
Payments/Credits	-$663.65
Balance Due	$0.00

As a condition of this service, I the builder/or home owner promise that if any amount owed by me to the contractor is not paid in full and is PAST DUE or DELINQUENT, I will be subject to FINANCE CHARGES at a rate of 1.5% per month. Attorney fees and court costs will be added if placed for collection. Payable in Charlotte, North Carolina.

Thank you for your business

Alpha Omega Construction Group, Inc.

PO Box 3196
Matthews, NC 28106

INVOICE NO. 54858

PAID 11/08/2013

Bill To
LENNAR CAROLINAS, LLC. 1941 SAVAGE ROAD, STE 100C CHARLESTON, SC 29407

Date	10/14/2013
P.O. No.	18538866
Term	Due Upon Receipt

Ship To
CO:LENNAR COASTAL SUBD:THE ABBEY AT SPRING GROVE LOT:24 ADDR:248 MAYWOOD DR,MONCKS CORNER,SC29461

Service date	9/25/2013
Crew	JUAN RAMOS/MARC

Plan	1774 B

Description	Amount
ROOF MATERAIL GAF 25 YRS 3 TAB / ROYAL SOV- CHARCOAL	1,404.90

Thank you for choosing Alpha Omega Construction Group Inc.

Total	$1,404.90
Payments/Credits	-$1,404.90
Balance Due	$0.00

As a condition of this service, I the builder/or home owner promise that if any amount owed by me to the contractor is not paid in full and is PAST DUE or DELINQUENT, I will be subject to FINANCE CHARGES at a rate of 1.5% per month. Attorney fees and court costs will be added if placed for collection. Payable in Charlotte, North Carolina.

Thank you for your business

Alpha Omega Construction Group, Inc.

PO Box 3196
Matthews, NC 28106

INVOICE NO. 58348

PAID 01/06/2014

Bill To
LENNAR CAROLINAS, LLC. 1941 SAVAGE ROAD, STE 100C CHARLESTON, SC 29407

Ship To
CO:LENNAR COASTAL SUBD:THE ABBEY AT SPRING GROVE LOT:24 ADDR:248 MAYWOOD DR,MONCKS CORNER,SC29461

Plan	1774 B

Date	11/26/2013
P.O. No.	19590086
Term	Due Upon Receipt
Service date	11/25/2013
Crew	JOSEVERA/PAUL

Description	Amount
REDO ROOFING chimney is flashed and shingles complete...	185.00

Thank you for choosing Alpha Omega Construction Group Inc.

Total	$185.00
Payments/Credits	-$185.00
Balance Due	$0.00

As a condition of this service, I the builder/or home owner promise that if any amount owed by me to the contractor is not paid in full and is PAST DUE or DELINQUENT, I will be subject to FINANCE CHARGES at a rate of 1.5% per month. Attorney fees and court costs will be added if placed for collection. Payable in Charlotte, North Carolina.

Thank you for your business

Alpha Omega Construction Group, Inc.

PO Box 3196
Matthews, NC 28106

INVOICE NO. 56970

PAID 12/13/2013

Bill To
LENNAR CAROLINAS, LLC. 1941 SAVAGE ROAD, STE 100C CHARLESTON, SC 29407

Date	11/6/2013
P.O. No.	17742974
Term	Due Upon Receipt

Ship To
CO:LENNAR COASTAL SUBD:THE ABBEY AT SPRING GROVE LOT:38 FLPLN:2073 A ADDR:229 MAYWOOD DR,MONCKS

Service date	10/26/2013
Crew	JUAN RAMOS/FELI

Plan	2073 A

Description	Amount
ROOF LABOR	949.94
BACKCHARGE OF $10.00 TAKEN ON THIS INVOICE / COPY TO JARROD 12/30/13	

Thank you for choosing Alpha Omega Construction Group Inc.

Total	$949.94
Payments/Credits	-$949.94
Balance Due	$0.00

As a condition of this service, I the builder/or home owner promise that if any amount owed by me to the contractor is not paid in full and is PAST DUE or DELINQUENT, I will be subject to FINANCE CHARGES at a rate of 1.5% per month. Attorney fees and court costs will be added if placed for collection. Payable in Charlotte, North Carolina.

Thank you for your business

Alpha Omega Construction Group, Inc.

PO Box 3196
Matthews, NC 28106

INVOICE NO. 56971

PAID 12/3/2013

Bill To
LENNAR CAROLINAS, LLC. 1941 SAVAGE ROAD, STE 100C CHARLESTON, SC 29407

Ship To
CO:LENNAR COASTAL SUBD:THE ABBEY AT SPRING GROVE LOT:38 FLPLN:2073 A ADDR:229 MAYWOOD DR,MONCKS

Plan	2073 A

Date	11/6/2013
P.O. No.	17742973
Term	Due Upon Receipt

Service date	10/26/2013
Crew	JUAN RAMOS/FELI

Description	Amount
ROOF MATERIAL GAF 25 YR 3 TAB ROYAL SOV- CHARCOAL	1,886.21
BACKCHARGE OF $10.00 TAKEN ON THIS INVOICE / COPY TO JARROD 12/30/13	

Thank you for choosing Alpha Omega Construction Group Inc.

Total	$1,886.21
Payments/Credits	-$1,886.21
Balance Due	$0.00

As a condition of this service, I the builder/or home owner promise that if any amount owed by me to the contractor is not paid in full and is PAST DUE or DELINQUENT, I will be subject to FINANCE CHARGES at a rate of 1.5% per month. Attorney fees and court costs will be added if placed for collection. Payable in Charlotte, North Carolina.

Thank you for your business

Alpha Omega Construction Group, Inc.

PO Box 3196
Matthews, NC 28106

INVOICE NO. 57932

PAID 12/2/2013

Bill To
LENNAR CAROLINAS, LLC. 1941 SAVAGE ROAD, STE 100C CHARLESTON, SC 29407

Date	11/20/2013
P.O. No.	18490608
Term	Due Upon Receipt

Ship To
CO:LENNAR COASTAL SUBD:THE ABBEY AT SPRING GROVE LOT:30 FLPLN:1480 D ADDR:247 MAYWOOD DR,MONCKS

Service date	11/8/2013
Crew	JUAN RAMOS/PINK

Plan	1480 D

Description	Amount
ROOF LABOR	828.77

Thank you for choosing Alpha Omega Construction Group Inc.

Total	$828.77
Payments/Credits	-$828.77
Balance Due	$0.00

As a condition of this service, I the builder/or home owner promise that if any amount owed by me to the contractor is not paid in full and is PAST DUE or DELINQUENT, I will be subject to FINANCE CHARGES at a rate of 1.5% per month. Attorney fees and court costs will be added if placed for collection. Payable in Charlotte, North Carolina.

Thank you for your business

Alpha Omega Construction Group, Inc.

PO Box 3196
Matthews, NC 28106

INVOICE NO. 57933

PAID 12/06/2013

Bill To
LENNAR CAROLINAS, LLC. 1941 SAVAGE ROAD, STE 100C CHARLESTON, SC 29407

Ship To
CO:LENNAR COASTAL SUBD:THE ABBEY AT SPRING GROVE LOT:30 FLPLN:1480 D ADDR:247 MAYWOOD DR,MONCKS

Plan	1480 D

Date	11/20/2013
P.O. No.	18490607
Term	Due Upon Receipt

Service date	11/8/2013
Crew	JUAN RAMOS/PINK

Description	Amount
ROOF MATERIAL GAF 25 YR 3 TAB- ROYAL SOV- CHARCOAL	1,726.74

Thank you for choosing Alpha Omega Construction Group Inc.

Total	$1,726.74
Payments/Credits	-$1,726.74
Balance Due	$0.00

As a condition of this service, I the builder/or home owner promise that if any amount owed by me to the contractor is not paid in full and is PAST DUE or DELINQUENT, I will be subject to FINANCE CHARGES at a rate of 1.5% per month. Attorney fees and court costs will be added if placed for collection. Payable in Charlotte, North Carolina.

Thank you for your business

Alpha Omega Construction Group, Inc.

PO Box 3196
Matthews, NC 28106

INVOICE NO. 57936

PAID 01/06/2014

Bill To
LENNAR CAROLINAS, LLC. 1941 SAVAGE ROAD, STE 100C CHARLESTON, SC 29407

Ship To
CO:LENNAR COASTAL SUBD:THE ABBEY AT SPRING GROVE LOT:31 FLPLN:1607 B1 ADDR:245 MAYWOOD DR,MONCKS CORNER,SC

Plan	1607 B1

Date	11/20/2013
P.O. No.	19126643
Term	Due Upon Receipt
Service date	11/8/2013
Crew	JUAN RAMOS/VICT

Description	Amount
ROOF LABOR	698.88

Thank you for choosing Alpha Omega Construction Group Inc.

Total	$698.88
Payments/Credits	-$698.88
Balance Due	$0.00

As a condition of this service, I the builder/or home owner promise that if any amount owed by me to the contractor is not paid in full and is PAST DUE or DELINQUENT, I will be subject to FINANCE CHARGES at a rate of 1.5% per month. Attorney fees and court costs will be added if placed for collection. Payable in Charlotte, North Carolina.

Thank you for your business

Alpha Omega Construction Group, Inc.

PO Box 3196
Matthews, NC 28106

INVOICE NO. 57937

PAID 01/06/2014

Bill To
LENNAR CAROLINAS, LLC. 1941 SAVAGE ROAD, STE 100C CHARLESTON, SC 29407

Ship To
CO:LENNAR COASTAL SUBD:THE ABBEY AT SPRING GROVE LOT:31 FLPLN:1607 B1 ADDR:245 MAYWOOD DR,MONCKS CORNER,SC

Plan	1607 B1

Date	11/20/2013
P.O. No.	19126640
Term	Due Upon Receipt
Service date	11/8/2013
Crew	JUAN RAMOS/VICT

Description	Amount
ROOF MATERIAL GAF 25 YR 3 TAB ROYAL SOV- CHARCOAL	1,363.45

Thank you for choosing Alpha Omega Construction Group Inc.

Total	$1,363.45
Payments/Credits	-$1,363.45
Balance Due	$0.00

As a condition of this service, I the builder/or home owner promise that if any amount owed by me to the contractor is not paid in full and is PAST DUE or DELINQUENT, I will be subject to FINANCE CHARGES at a rate of 1.5% per month. Attorney fees and court costs will be added if placed for collection. Payable in Charlotte, North Carolina.

Thank you for your business

Alpha Omega Construction Group, Inc.

PO Box 3196
Matthews, NC 28106

INVOICE NO. 59787

PAID 01/06/2014

Bill To
LENNAR CAROLINAS, LLC. 1941 SAVAGE ROAD, STE 100C CHARLESTON, SC 29407

Ship To
SUBD:THE ABBEY AT SPRING GROVE LOT:47 ADDR:133 MAYWOOD DR,MONCKS CORNER,SC

Plan	1926 A

Date	12/18/2013
P.O. No.	19041378
Term	Due Upon Receipt
Service date	11/19/2013
Crew	JUAN RAMOS/PINK

Description	Amount
LABOR ROOFING	1,323.80

Thank you for choosing Alpha Omega Construction Group Inc.

Total	$1,323.80
Payments/Credits	-$1,323.80
Balance Due	$0.00

As a condition of this service, I the builder/or home owner promise that if any amount owed by me to the contractor is not paid in full and is PAST DUE or DELINQUENT, I will be subject to FINANCE CHARGES at a rate of 1.5% per month. Attorney fees and court costs will be added if placed for collection. Payable in Charlotte, North Carolina.

Thank you for your business

Alpha Omega Construction Group, Inc.

PO Box 3196
Matthews, NC 28106

INVOICE NO. 59788

PAID 12/13/2013

Bill To
LENNAR CAROLINAS, LLC. 1941 SAVAGE ROAD, STE 100C CHARLESTON, SC 29407

Ship To
SUBD:THE ABBEY AT SPRING GROVE LOT:47 ADDR:133 MAYWOOD DR,MONCKS CORNER,SC

Plan	1926 A

Date	12/18/2013
P.O. No.	19041377
Term	Due Upon Receipt
Service date	11/19/2013
Crew	JUAN RAMOS/PINK

Description	Amount
MATERIAL ROOFING GAF 25 YR 3 TAB ROYAL SOV- CHARCOAL	2,235.31

Thank you for choosing Alpha Omega Construction Group Inc.

Total	$2,235.31
Payments/Credits	-$2,235.31
Balance Due	$0.00

As a condition of this service, I the builder/or home owner promise that if any amount owed by me to the contractor is not paid in full and is PAST DUE or DELINQUENT, I will be subject to FINANCE CHARGES at a rate of 1.5% per month. Attorney fees and court costs will be added if placed for collection. Payable in Charlotte, North Carolina.

Thank you for your business

Alpha Omega Construction Group, Inc.

PO Box 3196
Matthews, NC 28106

INVOICE NO. 61151

PAID 12/12/2013

Bill To
LENNAR CAROLINAS, LLC. 1941 SAVAGE ROAD, STE 100C CHARLESTON, SC 29407

Ship To
SUBD:THE ABBEY AT SPRING GROVE LOT:35 ADDR:235 MAYWOOD DR. MONCKS CORNER, SC 29461

Plan	1774/A

Date	1/17/2014
P.O. No.	17788337
Term	Due Upon Receipt
Service date	1/17/2014
Crew	

Description	Amount
ROOF MATERIAL GAF ROYAL SOV 25YR - CHARCOAL	1,413.54

Thank you for choosing Alpha Omega Construction Group Inc.

Total	$1,413.54
Payments/Credits	-$1,413.54
Balance Due	$0.00

As a condition of this service, I the builder/or home owner promise that if any amount owed by me to the contractor is not paid in full and is PAST DUE or DELINQUENT, I will be subject to FINANCE CHARGES at a rate of 1.5% per month. Attorney fees and court costs will be added if placed for collection. Payable in Charlotte, North Carolina.

Thank you for your business

Alpha Omega Construction Group, Inc.

PO Box 3196
Matthews, NC 28106

INVOICE NO. 63032

PAID 12/13/2013

Bill To
LENNAR CAROLINAS, LLC. 1941 SAVAGE ROAD, STE 100C CHARLESTON, SC 29407

Ship To
SUBD:THE ABBEY AT SPRING GROVE LOT:35 ADDR:235 MAYWOOD DR. MONCKS CORNER, SC 29461

Plan	1774 A

Date	2/12/2014
P.O. No.	17788340
Term	Due Upon Receipt

Service date	11/4/2013
Crew	JUAN RAMOS/FELI

Description	Amount
LABOR ROOFING	1,029.26

Thank you for choosing Alpha Omega Construction Group Inc.

Total	$1,029.26
Payments/Credits	-$1,029.26
Balance Due	$0.00

As a condition of this service, I the builder/or home owner promise that if any amount owed by me to the contractor is not paid in full and is PAST DUE or DELINQUENT, I will be subject to FINANCE CHARGES at a rate of 1.5% per month. Attorney fees and court costs will be added if placed for collection. Payable in Charlotte, North Carolina.

Thank you for your business

Alpha Omega Construction Group, Inc.

PO Box 3196
Matthews, NC 28106

INVOICE NO. 63947

PAID 02/03/2014

Bill To
LENNAR CAROLINAS, LLC. 1941 SAVAGE ROAD, STE 100C CHARLESTON, SC 29407

Ship To
SUBD:THE ABBEY AT SPRING GROVE LOT:47 ADDR:133 MAYWOOD DR. MONCKS CORNER, SC 29641

Plan	1926/A

Date	3/7/2014
P.O. No.	19740463
Term	Due Upon Receipt

Service date	3/7/2014
Crew	

Description	Amount
ROOFING REPAIR	185.00

Thank you for choosing Alpha Omega Construction Group Inc.

Total	$185.00
Payments/Credits	-$185.00
Balance Due	$0.00

As a condition of this service, I the builder/or home owner promise that If any amount owed by me to the contractor is not paid in full and is PAST DUE or DELINQUENT, I will be subject to FINANCE CHARGES at a rate of 1.5% per month. Attorney fees and court costs will be added if placed for collection. Payable in Charlotte, North Carolina.

Thank you for your business

STATE OF SOUTH CAROLINA
COUNTY OF BERKELEY

Patricia Damico and Lenna Lucas, Individually and on Behalf of All Others Similarly Situated, Joshua and Brettany Buetow, Edward and Sylvia Dengg, Jonathan and Theresa Douglass, Anthony and Stacey Ray, Danny and Ellen Davis Morrow, Czara and Chad England, Bryan and Cynthia Camara, and Matthew Collins,

Plaintiffs,

vs.

Lennar Carolinas, LLC, Spring Grove Plantation Development, Inc., Manale Landscaping, LLC, Super Concrete of Sc., Inc., Southern Green, Inc., TJB Truck/Leasing, LLC, Paragon Sitework Constructors, Inc., Civil Site Environmental, Inc., and Rick Bryant,

Defendants.

Lennar Carolinas, LLC,

Third-Party Plaintiff,

vs.

The Earthworks Group, Inc., Volkmar Consulting Services, LLC, Geometrics Consulting, LLC, Land/Site Services, Inc., Myers Landscaping, Inc., A.C.& A. Concrete, Inc., Knight's Concrete Products, Inc., Knight Redi-Mix, Inc., Coastal Concrete Southeast, LLC, Coastal Concrete Southeast II, LLC, Guaranteed Framing, LLC, Ozzy Construction, LLC, Construction Applicators Charleston, LLC, LA New Enterprises, LLC, Décor Corporation , DVS, Inc., Raul Martinez Masonry, LLC, Alpha Omega Construction Group, Inc., South Carolina Exteriors, LLC, Builders FirstSource-Southeast Group, LLC, and

IN THE COURT OF COMMON PLEAS

CASE NO: 2014-CP-08-02424

A.C.& A. CONCRETE, INC.'S JOINDER IN RULE 59 MOTION

FILED
2016 OCT -3 PM 2:28
MARY P. BROWN
CLERK OF COURT
BERKELEY COUNTY, SC

Low Country Renovations and Siding, LLP,

Third-Party Defendants.

Décor Corporation,

Fourth-Party Plaintiffs,

Baranov Flooring, LLC, DJ Construction Services, LLC, Creative Wood Floors, LLC, Geraldo Cunha, Ebenezer Flooring, LLC, Emmanuel Flooring and Siding, LLC, Eusi Flooring and Covering, LLC, Nicolas Flores, Alexander Martinez, Isidru Mejia, Juan Perez Son, Ernesto M. Perez, N&B Construction, LLC, Jose Dias Rodrigues, Livia, Sousa, Jose Betio Pereira, Jose Paz Castro Hernandez, Divinio Aperecido Corgosinho, Ricardo Chiche, CEBS Construction, Bayshore Siding and Flooring, Sebastio Luiz de Araujo, and John Does 1-4,

Fourth Party-Defendants.

South Carolina Exteriors, LLC,

Fourth-Party Plaintiff,

vs.

Juan Garza Ramos d/b/a Juan Constructors,

Fourth-Party Defendants.

Alpha Omega Construction Group, Inc.,

Fourth-Party Plaintiff,

vs.

Garcia Roofing, LLC, Juan Garza Ramos, Jose Vera, and Espino Roofing, LLC,

Fourth-Party Defendants.

Guaranteed Framing, LLC,	)
	)
Fourth-Party Plaintiff,	)
	)
vs.	)
	)
First Construction, LLC, JC Contractors, LLC, Jessica Marroquin d/b/a Marroquin Construction, and Unique Framing, LLC,	)
	)
Fourth-Party Defendants.	)

Third-Party Defendant A.C.& A. Concrete, Inc., by counsel, moves pursuant to Rule 59(e), SCRCP, respectfully requesting the Court to alter or amend its Order Denying Lennar's Motion to Compel Arbitration dated September 21, 2016 and received on or about September 22, 2016. The grounds for this motion are those stated in the Rule 59(e) Motion of Alpha Omega Construction Group, Inc., in which this Third-Party Defendant joins.

ANDERSON REYNOLDS & STEPHENS, LLC

Shanna M. Stephens
Katherine C. Miars
37 ½ Broad Street
P.O. Box 87
Charleston, SC 29401
(843) 723-0185 –phone
(843) 405-0313 –fax
sstephens@arslawsc.com
kmiars@arslawsc.com

September 29, 2016
Charleston, South Carolina

CERTIFICATE OF SERVICE

I hereby certify that I have this day served a copy of Third-Party Defendant A.C.& A. Concrete, Inc.'s Joinder in Rule 59 Motion enclosed herein, upon all parties to these matters via email and/or by depositing a true copy of same in the U. S. Mail, proper postage prepaid, addressed to counsel of record as follows:

Michael J. Jordan, Esquire
Catherine K. Dunn, Esquire
The Steinberg Law Firm, LLP
PO Box 1028
Goose Creek, SC 29445

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Jenna K. McGee, Esquire
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Parker Poe, Adams & Bernstein, LLP
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Robert Batten Farrar, Esquire
Gallivan, White & Boyd, P.A.
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Heath McAlvin Stewart, III, Esquire
McAngus Goudelock & Courie, LLC
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Catherine H. Chase, Esquire
Young Clement Rivers, LLP
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Aiken Bridges Elliott Tyler & Saleeby, PA
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Clawson & Staubes, LLC
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Samuel M. Wheeler, Esquire
Smith Closser, PA
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Charleston, SC 29423-0578

S. Markey Stubbs, Esquire
Baker Ravenel Bender
P.O. Box 8057
Columbia, SC 29202

FILED
2016 OCT -3 PM 2:28
MARY P. BROWN
CLERK OF COURT
BERKELEY COUNTY, SC

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Howell, Gibson and Hughes, PA
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Dougall & Collins
1700 Woodcreek Farms Rd, Suite 100
Elgin, SC 29045

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Derek M. Newberry, Esquire
Hall Booth Smith, PC
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Columbia, SC 29211

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38 Broad Street, Suite 200
Charleston, SC 29401

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Turner Padget Graham & Laney, PA
P.O. Box 22129
Charleston, SC 29413-2129

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Richardson Plowden & Robinson, PA
P.O. Drawer 7788
Columbia, SC 29202

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Murphy & Grantland, PA
P.O. Box 6648
Columbia, SC 29260

Steven W. Ouzts, Esquire
Joshua D. Shaw, Esquire
Turner Padget Graham & Laney, PA
1901 Main Street, 17th Floor
Columbia, SC 29202

John E. Rogers, II, Esquire
The Ward Law Firm, PA
233 South Pine Street
Spartanburg, SC 29302

Christopher M. Adams, Esquire
Collins & Lacy, PC
P.O. Box 12487

This, the 30th Day of September, 2016

Laura L. Phillips

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM BERKELEY COUNTY
Court of Common Pleas

J.C. Nicholson, Jr., Circuit Court Judge

Appellate Case, No. 2016-2339
Case No. 2014-CP-08-2424

Patricia Damico and Lenna Lucas, Individually and on behalf of all others similarly situated, Joshua and Brettany Beutow, Edward and Sylvia Dengg, Jonathan and Theresa Douglass, Anthony and Stacey Ray, Danny and Ellen Davis Morrow, Czara and Chad England, Bryan and Cynthia Camara, and Matthew Collins,
Respondents,

v.

Lennar Carolinas, LLC, Spring Grove Plantation Development, Inc., Manale Landscaping, LLC, Super Concrete of SC, Inc., Southern Green, Inc., TJB Trucking/Leasing, LLC, Paragon Site Constructors, Inc., Civil Site Environmental and Rick Bryant, Individually,
Defendants,

Of which Spring Grove Plantation Development, Inc., Manale Landscaping, LLC, Super Concrete of SC, Inc., Southern Green, Inc., TJB Trucking/Leasing, LLC, and Civil Site Environmental are Respondents.

And

Lennar Carolinas, LLC, Appellant,

v.

The Earthworks Group, Inc., Volkmar Consulting Services, LLC, Geometrics Consulting, LLC, Land/Site Services, Inc., Myers Landscaping, Inc., A.C. & A. Concrete, Inc., Knight's Concrete Products, Inc., Knight's Redi-Mix, Inc., Coastal Concrete Southeast, LLC, Costal Concrete Southeast II, LLC, Guaranteed Framing, LLC, Ozzy Construction, LLC, Construction Applicators Charleston, LLC, LA New Enterprises, LLC, Décor Corporation, DVS, Inc., Raul Martinez Masonry, LLC, Alpha Omega Construction Group, Inc., South Carolina Exteriors, LLC, Builders Firstsource-Southeast Group, LLC, and Low Country Renovations and Siding LLP, Third-Party Defendants,

Of which Volkmar Consulting Services, LLC, Land/Site Services, Inc., Myers Landscaping, Inc., A.C. & A. Concrete, Inc., Knight's Concrete Products, Inc., Knight's Redi-Mix, Inc., Coastal Concrete Southeast, LLC, Coastal Concrete Southeast II, LLC, Guaranteed Framing, LLC, Ozzy Construction, LLC, Construction Applicators Charleston, LLC, LA New Enterprises, LLC, Decor Corporation, DVS, Inc., Raul Martinez Masonry, LLC, Alpha Omega Construction Group, Inc., South Carolina Exteriors, LLC, Builders Firstsource-Southeast Group, LLC, are also Respondents.

and

Decor Corporation, Fourth Party Plaintiff,

v.

Baranov Flooring, LLC, DJ Construction Services, LLC, Creative Wood Floors, LLC, Geraldo Cunha, Ebenezer Flooring, LLC, Emmanuel Flooring and Siding, LLC, Eusi Flooring and Covering, LLC, Nicolas Flores, Alexander Martinez, Isidru Mejia, Juan Perez, Ernesto M. Perez, N&B Construction, LLC, Jose Dias Rodrigues, Livia Sousa, Jose Betio Pereira, Jose Paz Castro Hernandez, Divinio Aperecido Corgosinho, Ricardo Chiche, CEBS Construction, Bayshore Siding and Flooring, Sebastio Luiz de Araujo, and John Does 1-4, Fourth-Party Defendants.

CERTIFICATE OF COUNSEL

The undersigned hereby certifies that the Record on Appeal contains all material proposed to be included by any of the parties and not any other material.

James Lynn Werner
Jenna K. McGee
F. Elliotte Quinn IV
Parker Poe Adams & Bernstein LLP
PO Box 1509
Columbia, SC 29201
(803) 255-8000
jimwerner@parkerpoe.com

Attorneys for Appellant Lennar Carolinas, LLC

RECEIVED
SEP 05 2017
SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM BERKELEY COUNTY
Court of Common Pleas

J.C. Nicholson, Jr., Circuit Court Judge

RECEIVED
SEP 05 2017
SC Court of Appeals

Appellate Case, No. 2016-2339
Case No. 2014-CP-08-2424

Patricia Damico and Lenna Lucas, Individually and on behalf of all others similarly situated, Joshua and Brettany Beutow, Edward and Sylvia Dengg, Jonathan and Theresa Douglass, Anthony and Stacey Ray, Danny and Ellen Davis Morrow, Czara and Chad England, Bryan and Cynthia Camara, and Matthew Collins,
Respondents,

v.

Lennar Carolinas, LLC, Spring Grove Plantation Development, Inc., Manale Landscaping, LLC, Super Concrete of SC, Inc., Southern Green, Inc., TJB Trucking/Leasing, LLC, Paragon Site Constructors, Inc., Civil Site Environmental and Rick Bryant, Individually,
Defendants,

Of which Spring Grove Plantation Development, Inc., Manale Landscaping, LLC, Super Concrete of SC, Inc., Southern Green, Inc., TJB Trucking/Leasing, LLC, and Civil Site Environmental are Respondents.

And

Lennar Carolinas, LLC, Appellant,

v.

The Earthworks Group, Inc., Volkmar Consulting Services, LLC, Geometrics Consulting, LLC, Land/Site Services, Inc., Myers Landscaping, Inc., A.C. & A. Concrete, Inc., Knight's Concrete Products, Inc., Knight's Redi-Mix, Inc., Coastal Concrete Southeast, LLC, Costal Concrete Southeast II, LLC, Guaranteed Framing, LLC, Ozzy Construction, LLC, Construction Applicators Charleston, LLC, LA New Enterprises, LLC, Décor Corporation, DVS, Inc., Raul Martinez Masonry, LLC, Alpha Omega Construction Group, Inc., South Carolina Exteriors, LLC, Builders Firstsource-Southeast Group, LLC, and Low Country Renovations and Siding LLP, Third-Party Defendants,

Of which Volkmar Consulting Services, LLC, Land/Site Services, Inc., Myers Landscaping, Inc., A.C. & A. Concrete, Inc., Knight's Concrete Products, Inc., Knight's Redi-Mix, Inc., Coastal Concrete Southeast, LLC, Coastal Concrete Southeast II, LLC, Guaranteed Framing, LLC, Ozzy Construction, LLC, Construction Applicators Charleston, LLC, LA New Enterprises, LLC, Decor Corporation, DVS, Inc., Raul Martinez Masonry, LLC, Alpha Omega Construction Group, Inc., South Carolina Exteriors, LLC, Builders Firstsource-Southeast Group, LLC, are also Respondents.

and

Decor Corporation, Fourth Party Plaintiff,

v.

Baranov Flooring, LLC, DJ Construction Services, LLC, Creative Wood Floors, LLC, Geraldo Cunha, Ebenezer Flooring, LLC, Emmanuel Flooring and Siding, LLC, Eusi Flooring and Covering, LLC, Nicolas Flores, Alexander Martinez, Isidru Mejia, Juan Perez, Ernesto M. Perez, N&B Construction, LLC, Jose Dias Rodrigues, Livia Sousa, Jose Betio Pereira, Jose Paz Castro Hernandez, Divinio Aperecido Corgosinho, Ricardo Chiche, CEBS Construction, Bayshore Siding and Flooring, Sebastio Luiz de Araujo, and John Does 1-4, Fourth-Party Defendants.

CERTIFICATE OF COUNSEL

The undersigned hereby certifies that the Record on Appeal contains all material proposed to be included by any of the parties and not any other material.

James Lynn Werner
Jenna K. McGee
F. Elliotte Quinn IV
Parker Poe Adams & Bernstein LLP
PO Box 1509
Columbia, SC 29201
(803) 255-8000
jimwerner@parkerpoe.com

Attorneys for Appellant Lennar Carolinas, LLC