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10 *Attorneys for Plaintiff JDT Construction Inc.*

11 IN THE SUPERIOR COURT OF THE STATE OF ARIZONA
12 IN AND FOR THE COUNTY OF YAVAPAI

13 JDT CONSTRUCTION LLC, an Arizona
14 limited liability company,
15
16 Plaintiff,
17
18 v.
19 ULTRA HEALTH LLC, an Arizona
20 limited liability company; CVUH, LLC,
21 an Arizona limited liability company;
22 JOHN AND JANE DOES, I-X; and
23 BUSINESS ENTITIES, I-X,
24
25 Defendants.

Case No. P1300CV201400555

COMPLAINT

(Lien Foreclosure, Unjust Enrichment)

18 Plaintiff JDT Construction LLC (“JDT” or “Plaintiff”), for its Complaint, alleges
19 as follows:

THE PARTIES

- 20
- 21 1. JDT is an Arizona limited liability company authorized to do and doing
22 business in Yavapai County, Arizona. JDT is in the business of construction work.
 - 23 2. Defendant CVUH LLC Ultra Health is the owner of certain real property (the
24 “Property”) in Yavapai County, Arizona that is the subject of this action.
25
- 26

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3. Defendant Ultra Health LLC (“Ultra Health”) is an Arizona limited liability company, authorized to do business and doing business in Yavapai County, Arizona. Upon information and belief, Ultra Health LLC is a member of Defendant CVUH LLC and may maintain a beneficial interest in the Property.

4. Defendants John and Dane Does, I through X, inclusive, are fictitiously named individuals who may have committed actionable wrongs against Plaintiff whose identities and actions may be learned in discovery, or who may have acted in concert with or as agents of the named defendants.

5. Defendants Business Entities I through X, inclusive, are fictitiously named corporations, partnerships, limited liability companies, limited liability partnerships, or other entities who may have committed actionable wrongs against Plaintiff whose identities and actions may be learned in discovery, or who may have acted in concert with or as agents of the named defendants.

THE PROPERTY

6. The Property is located at 2144 North Road 1 East, Chino Valley, Yavapai County, Arizona 86323. The brief legal description is 10 Township: 16N Range: 2W Remarks: SE4 PT. The full Legal Description of the Property is attached to this Complaint as **Exhibit 1**, and by reference to the Exhibit and the full Legal Description, is hereby incorporated into this Complaint in its entirety.

JURISDICTION AND VENUE

7. The subject Property is located within Yavapai County, Arizona. The events giving rise to this Complaint took place primarily within Yavapai County, Arizona. The work giving rise to this lien was performed primarily within Yavapai County, Arizona.

8. Jurisdiction and venue are proper in this Court.

1 **ALLEGATIONS COMMON TO ALL COUNTS**

2 9. JDT and Ultra Health are parties to a valid and enforceable General Contract
3 for Services dated September 25, 2013 (the “Contract”), attached as **Exhibit 2** and fully
4 incorporated herein by reference.

5 10. JDT is a construction company that provides services to its customers relating
6 to the design, concrete/electrical construction, testing, and training of different types of
7 agricultural grow systems.

8 11. JDT holds valid specialty licenses for concrete and electrical work with the
9 Arizona Registrar of Contractors. JDT’s licenses are attached as **Exhibit 3**.

10 12. Ultra Health was engaged in developing an existing structure on the Property
11 that required additional services related to the design and operation of agricultural grow
12 systems.

13 13. On or about October 11, 2013, the parties entered into the Contract for JDT to
14 perform limited services related to the grow systems for Ultra Health.

15 14. Plaintiff fully performed its contractual obligations and its work on the
16 Property.

17 15. Ultra Health paid JDT \$1,778,383.91 for the work JDT performed,
18 representing invoiced amounts through December 2013.

19 16. At all times, and for all contracts, Ultra Health represented itself as the owner
20 of the Property.

21 17. On October 18, 2013, Plaintiff served a preliminary twenty-day notice, as
22 required by A.R.S. § 33-992.01(D) upon Ultra Health as the owner of the Property.

23 18. Plaintiff reasonably believed that Ultra Health was the owner of the Property.
24 At the very least, Ultra Health was the reputed owner of the property as contemplated by
25 A.R.S. § 33-992.01(B).
26

1 19. Ultra Health had an obligation under A.R.S. § 33-992.01(I) & (J) to notify
2 Plaintiff of any alleged deficiency in the preliminary twenty-day notice with ten days of
3 its receipt. Ultra Health did not notify Plaintiff of any deficiency in the preliminary
4 twenty-day notice.

5 20. On February 5, 2014, Plaintiff served an amended preliminary twenty-day
6 notice upon Ultra Health as the owner of the Property.

7 21. Ultra Health had an obligation under A.R.S. § 33-992.01(I) & (J) to notify
8 Plaintiff of any alleged deficiency in the amended preliminary twenty-day notice with ten
9 days of its receipt. Ultra Health did not notify Plaintiff of any deficiency in the amended
10 preliminary twenty-day notice.

11 22. Ultra Health stopped paying JDT for the work JDT performed in January and
12 February 2014.

13 23. Despite notice and demand to Ultra Health, Plaintiff has not been paid in full
14 for its work, and is still owed the principal balance of \$826,493.68.

15 24. On February 14, 2014, Plaintiff recorded with the Yavapai County Recorder a
16 Notice and Claim of Mechanic's and Materialmen's Lien (the "Lien") on the Property.
17 The Lien was recorded on February 14, 2014, at Reception Number 2014-0006681,
18 Official Records of the Yavapai County Recorder. The Lien named Ultra Health as the
19 owner or reputed owner of the Property. The Lien noted an outstanding balance of
20 \$826,493.68 due and owing to the Plaintiff for the work it performed on the Property.

21 25. The Lien on the Property has not been satisfied, nor have any payments been
22 made to Plaintiff toward the \$826,493.68 outstanding balance, not inclusive of any
23 interest on that amount.

24 26. On May 5, 2014, pursuant to an order from the United States Bankruptcy Court
25 of the District of Nevada on April 11, 2013 (Case No. BK-S-13-11930-btb) allowing
26 Ultra Health to purchase the Property, Ultra Health designee, CVUH LLC, recorded in

1 Yavapai County, Arizona a Trustee's Deed granting CVUH LLC all legal and beneficial
2 interest in the Property subject to other liens, liabilities and encumbrances.

3 **COUNT ONE**

4 (Lien Foreclosure)

5 27. Plaintiff realleges and incorporates by reference each and every allegation in
6 this Complaint as if fully set forth herein.

7 28. Plaintiff supplied labor and materials for the improvements to the Property, but
8 despite demand for payment, there remains due and owing to Plaintiff the principal
9 amount of \$826,493.68, plus accrued and accruing interest, costs and attorney's fees.

10 29. Pursuant to A.R.S. § 33-993, having satisfied all prerequisites to bringing a lien
11 on the Property, Plaintiff recorded with the Yavapai County Recorder the original Lien.
12 The Lien was recorded on February 14, 2014, at Reception Number 2014-0006681,
13 Official Records of the Yavapai County Recorder.

14 30. Not more than six months has elapsed since recording and serving the Lien
15 herein sued upon. This action is timely pursuant to ARS § 33-998.

16 31. Plaintiff is entitled to the outstanding principal balance of \$826,493.68, plus
17 interest thereon at the highest rate allowable by law from the earliest date allowed by law,
18 plus costs and attorneys' fees, pursuant to but not limited by A.R.S. § 12-341, § 33-
19 995(E) and § 33-998(B), and prejudgment and post judgment interest on the foregoing as
20 allowed by law.

21 WHEREFORE, Plaintiff prays for judgment as follows:

22 A. That Plaintiff has a valid and subsisting lien upon the Property in the principal
23 amount of \$826,493.68, plus costs, attorneys' fees and interest as allowed by
24 law;

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- B. That the Lien is superior to the equities, liens, title, claims and interests which defendants or any of them may have or claim to have in the Property, except such defendants who have a valid, provable and enforceable mechanics' or materialmans' lien on equal footing pursuant to A.R.S. § 33-1000 or those defendants who have a valid, provable and enforceable prior and properly recorded deed of trust or mortgage which was recorded before any labor, equipment, materials, machinery, fixtures, or services were furnished to the property by anyone having a valid mechanics' or materialmans' lien;
- C. That the Property be foreclosed;
- D. That special execution shall issue directing the Sheriff of Yavapai County to sell the Property at a Sheriff's Sale within the time and in the manner provided by law, and providing that any party to this action may bid and become a purchaser at such sale and directing that the proceeds of such sale be applied first to the costs of sale and then toward the satisfaction of this judgment, all in accordance with the law and practice of this Court;
- E. That Plaintiff recover its costs, attorneys' fees and interest; and
- F. For such further relief as the Court deems appropriate.

COUNT TWO

(Unjust Enrichment)

32. Plaintiff realleges and incorporates by reference each and every allegation in this Complaint as if fully set forth herein.

33. Plaintiff furnished certain electrical and concrete work for the benefit of the Property, incurring a detriment.

34. Defendants own the subject Property, and accepted the benefits of Plaintiff's work, incurring a benefit.

1 35. Plaintiff did not intend or expect that the work would be provided or the
2 benefit conferred gratuitously upon Defendants.

3 36. Defendants knew that Plaintiff expected to be paid for such work.

4 37. Defendants paid Plaintiff \$1,778,383.91 for work Plaintiff performed through
5 December 2013.

6 38. The reasonable value of the work provided to the Property for the benefit of
7 Defendants, for which Plaintiff has not been paid, is \$826,493.68. Defendants have been
8 unjustly enriched in this amount to the detriment of Plaintiff.

9 39. Plaintiff has demanded payment of this amount, but Defendants have failed
10 and refused to pay any amount of the principal balance or accrued and accruing interest,
11 all to Plaintiff's detriment.

12 WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

- 13 A. For *quantum meruit* in the principal amount of \$826,493.68;
14 B. For Plaintiff's costs, attorneys' fees and interest allowed by law; and
15 C. For such further relief as the Court deems just and proper.

16
17 DATED this 19th day of May, 2014.

18
19 KERCSMAR & FELTUS PLLC

20
21 By: 

22 Geoffrey S. Kercsmar
23 Julia A. Guinane
24 KERCSMAR & FELTUS PLLC
25 7150 East Camelback Road, Suite 285
26 Scottsdale, Arizona 85251
Attorneys for JDT Construction LLC

Exhibit 1

EXHIBIT 1

LEGAL DESCRIPTION OF THE PROPERTY

All that portion of the Southeast Quarter of Section 10, Township 16 North, Range 2 West of Gila and Salt River Base and Meridian, Yavapai County, Arizona, as described in Book 4644 of Official Records, Page 294, on file in the office of the Yavapai County Recorder and further shown on the Record of Survey recorded in book 103 of Land Surveys, page 81, on file in the office of the Yavapai County Recorder, said portion thereof being more particularly described as follows:

Commencing at the Southeast Corner of said Section 10;

Thence, North 00 degrees 12'00" West 686.48 feet to a point on the East line of said section 10 and the centerline of road 1 East in the Town of Chino Valley, Arizona;

Thence, South 89 degrees 47'42" West, a distance of 25.00 feet, to the POINT OF BEGINNING;

Thence North 00 degrees 12'00" West, 25.00 feet West of and parallel to the said West right of way line of said Road 1 East, a distance of 1,908.96 feet;

Thence, South 89 degrees 58'46" West, a distance of 513.66 feet;

Thence, South 00 degrees 12'00" East, a distance of 777.65 feet, to the beginning of a tangent curve, concave to the Northwest, with a radius of 15.50 feet, the radius point of which bears South 89 degrees 48'00" West;

Thence, Southwesterly along said curve, through a delta angle of 146 degrees 05'10", an arc distance of 39.52 feet, the chord bearing of which is South 72 degrees 50'35" West, with a chord distance of 29.65 feet, to a point of reverse curve, concave to the Southeast, with a radius of 50.00 feet, the radius point of which bears South 55 degrees 53'10" West

Thence, Southerly along said curve through a delta angle of 246 degrees 36'10", an arc distance of 215.20 feet, the chord bearing of which is South 22 degrees 35'05" West, with a chord distance of 83.58 feet;

Thence, South 00 degrees 12'00" East, a distance of 335.33 feet;

Thence, South 89 degrees 57'43" West, a distance of 102.06 feet;

Thence, South 01 degrees 05'30" West, a distance of 255.06 feet;

Thence, South 89 degrees 57'43" West, a distance of 69.69 feet;

Thence, South 02 degrees 43'15" West, a distance of 31.98 feet, to the beginning of a tangent curve, concave to the Northwest, with a radius of 52.00 feet, the radius point of which bears North 87 degrees 16'45" West;

Thence, Southwesterly along said curve, through a delta angle of 60 degrees 35'42", an arc distance of 54.99 feet, the chord bearing of which is South 33 degrees 01'06" West, with a chord distance of 52.47 feet;

Thence, South 00 degrees 50'00" West, a distance of 104.35 feet;

Thence, North 89 degrees 57'43" East, a distance of 47.73 feet

Thence, South 00 degrees 13'03" East, a distance of 277.13 feet;

Thence, North 89 degrees 47'42" East, a distance of 736.32 feet to the POINT OF BEGINNING and the END of this description

Containing 26.6704 acres, more or less

EXHIBIT 2

General Contract for Services

This Contract for Services ("Contract") is made effective on September 25, 2013 by and between Ultra Health, LLC 17015 North Scottsdale Road, Arizona 85255 and JDT Construction LLC of 7137-B55 East Rancho Vista Drive Scottsdale, Arizona 85251. In this Contract, the party who is contracting to receive services will be referred to as "Ultra Health", and the party who will be providing the services will be referred to as "JDT".

Description of Services: Beginning September 25, 2013, JDT will provide Ultra Health the following services (collectively the "Services").

1. Consulting/coordination for business setup
2. Consulting/labor for office and electronic system setup
3. Consulting/coordination for property selection and purchase
4. Consulting/coordination/plan development for construction of facilities
5. Consulting/coordination of purchasing of all construction materials
6. Consulting/coordination for acquiring city/state/local permits
7. Consulting/coordination/selection of all construction personnel, including sub-contractors
8. Consulting/coordination/selection of all labor/maintenance personnel
9. Supervision/engineering/design for construction
10. Material and labor to build/assemble all grow systems
11. Material and labor for all electrical system construction
12. Train personnel on the maintenance and upkeep of systems
13. Nurture networking connections to promote the mission
14. Material and labor for all excavation/concrete construction
15. Value engineer/stream-line all aspects of the mission

Terms: This "Contract" will remain in effect for a period of three years. Should the parties elect to renew the term, renewal proceedings should begin six months prior to the end of the "Contract". Notice to renew/terminate the "Contract" should be provided to both parties three months prior to contract end date. Either party may terminate this "Contract", at any time, with sixty-day written notice to the other party.

Confidentiality: JDT, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of, or divulge, disclose, or communicate in any manner, any information, customer data, trade secrets, financial information, product information, and process data (together, "Confidential Information"). JDT, and its employees, agents, and representatives will protect such information and treat it as strictly confidential. Conversely, Ultra Health, and its employees, agents, or representatives will not in any way or in any manner, either directly or indirectly, use for the personal benefit, or divulge, disclose, or communicate in any manner, any Confidential Information of JDT. Ultra Health and its employees, agents and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this contract for a period of ten years. The provision of this section will not apply to



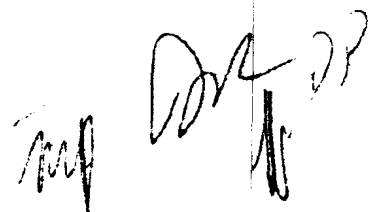
Confidential Information that was public domain prior to disclosure to a party. If a party is requested or required to disclose any Confidential Information in connection with any legal or administrative proceeding, such party will notify the other party immediately of the existence, terms, and circumstances, surrounding such requirements or requests, so that such party may seek a protective order or other appropriate remedy and/or take steps to resist or narrow the scope of the disclosure. If a protective order or other remedy is not obtained such party may make such disclosure without liability under this contract, provided that such party (i) furnishes only that portion of Confidential Information that is legally required to be disclosed, and (ii) uses all commercially reasonable efforts to ensure that confidential treatment will be accorded to all such disclosed Confidential Information.

Upon termination of this contract, JDT will return to Ultra Health all records, notes, documentation, items of Ultra Health Confidential Information and other items that are used, created, or controlled by JDT during the term of this "Contract". Conversely, Ultra Health will return to JDT all records, notes, documentation, items of JDT Confidential Information and other items that are used, created, or controlled by JDT during the term of this "Contract".

Indemnification: JDT agrees to defend, indemnify and hold Ultra Health harmless from claims, losses, damages (including physical property damage or bodily injury), expenses, fees, including attorney's fees, costs, judgments, that may be asserted against JDT, that result from or rise out of the acts or omissions of JDT employees, agents, or representatives or any breach of this "Contract" by JDT. Conversely, Ultra Health agrees to defend, indemnify and hold JDT harmless for claims, losses, damages (including physical property damage or bodily injury), expenses, fees, including attorney's fees, costs, judgments, that may be asserted against Ultra Health, that result from or rise out of the acts or omissions of Ultra Health's employees, agents, or representatives or any breach of this "Contract" by Ultra Health. Nothing in this "Contract" shall obligate a party to indemnify the other party from any claims, losses, expenses, fees, including attorney's fees, costs or judgments arising out of such party's sole gross negligence or will-full miss conduct.

Default: The occurrence of any of the following shall constitute a material default under this "Contract": Failure to make required payment when due, insolvency/bankruptcy of either party, subjection of either party's property to any levy, seizure, general assignment for benefit of creditors, application or sale or by any creditor or government agency, failure to make available or deliver services/terms at set forth in this "Contract".

Remedies: In addition to any and all other rights, a party may have available according to the laws of the State of Arizona, if a party defaults by failing to substantially perform any provision, term, or condition of this condition (including without limitation the failure to make monetary payment when due), the other party may terminate the "Contract" by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have thirty days from the effective date of such notice to cure the defaults within such time period shall result in the automatic termination of this "Contract".

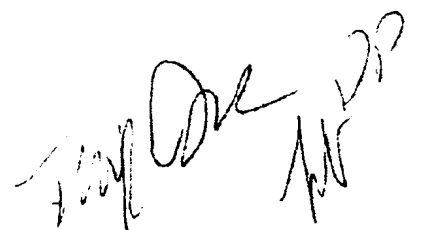
Handwritten signatures and initials in black ink, located at the bottom right of the page. There are three distinct marks: a signature that appears to be 'JDT', a signature that appears to be 'Ultra Health', and a set of initials 'DP'.

Force Majeure: If performance of this "Contract" or any obligation under this "Contract" is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party is unable to carry out its obligation gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event.

The term "Force Majeure" shall include, without limitations: Acts of God, fire, explosion, vandalism, storm, or weather related occurrence, orders/acts of military or civil authority, or national emergencies, insurrections, riots, wars, or strikes, lock-outs, or supplier failures. The excused parties shall use reasonable efforts under reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

Arbitration: Any controversies or disputes arising out of or relating to this "contract" shall be resolved by binding arbitration in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association. The parties shall select a mutually acceptable arbitrator, knowledgeable about issues relating to the subject matter of this "Contract". In the event the parties are unable to agree to such a selection, each party will select an arbitrator and the two arbitrators will select a third arbitrator, all three of which will preside jointly over the matter. All documents, materials, and information shall be made available to the other party to review, no later than sixty days after the notice of arbitration is served. The arbitrators shall not have the authority to modify any provision of this "Contract" or to award punitive damages. The arbitrators shall have the authority to issue mandatory orders and restraint orders. The decision rendered by the arbitrators shall be final and binding to the parties, and judgment may be entered in conformity with the decision in any court having jurisdiction. The agreement to the arbitration shall be specifically enforceable under the prevailing arbitration law. During the continuance of any arbitration the parties shall continue to perform their respective obligations under this "Contract".

Provisions/Relations: Upon signature of this "Contract" an invoice for mobilization/deposit will be issued for the amount of \$ 150,000.00. This amount will be billed against on each invoice submitted to Ultra Health for the "Services" rendered, by amount no less than five percent of the total invoice due. There will be three types of billings/proposal types: Time and Material, Time and Material not to exceed, and Hard Bid/Proposal. Once the initial mobilization/deposit amount is exhausted, thirty percent of each Time and Material not to exceed/Hard Bid Proposal's will be billed as mobilization/deposit. Time and Material jobs will be billed as they proceed according to the payment clause of this "Contract".



J.D.T. Construction LLC's Time and Material Rates for Ultra Health

Classification of Employee	Ultra Health	GC'S
Training Rate	\$35.00/hr	\$35.00/hr
Helper/Apprentice/Finisher	\$36.00/hr	\$38.00/hr
Pipe/Wire Journeyman/Welder	\$45.00/hr	\$47.00/hr
Terminating Journeyman	\$47.00/hr	\$50.00/hr
Controls Technician	\$65.00/hr	\$67.00/hr
Supervisor/600V Hot Work	\$67.00/hr	\$69.00/hr
Programming/Engineering (already present)	\$85.00/hr	\$89.00/hr
Programming/Engineering (Flown in Shutdown)	\$120.00/hr	\$124.00/hr
Out of Town Per-Diem Rate	\$75.00/day	\$75.00/day
Full Day of Infrared Testing (10 hour plus report)	\$750.00/day	\$850.00/day

Explanations/Clarifications:

1. Programming/Engineering rate includes PLC programming, HMI programming, addition/identification of devices, importing onto E-plan, hand held programmers, electronic calibration instruments, process meters (Hart, Fluke etc.) and infrared camera.
2. Supervisor/600 volt+Hot-Work includes 30/100 calorie work suits, hot sticks, safety blankets and infrared camera
3. Out of town per-diem rates will only apply for employees specifically flown in for specific shutdowns/tasks
4. The number of each type of employee will be clarified by email before each job starts and any additional employee requests will be verified by email immediately after request is made.
5. Training rate is for any type of customer site training required before, during and after work is ordered.

J.D.T. Construction's Stream-Line Advantage:

J.D.T Construction uses an electronic invoicing system that requires each employee to record their time per task, during each work day. Employees will perform multiple tasks at various skill levels during any given work day. The skill levels are individually coded and itemized accordingly, on the invoice, per each work day. For example, you may have two pipe& wire journeyman unloading at truck/organizing material for two hours during an eight hour day. Most contractors would charge the customer their pipe/wire journeyman rate for eight hours, where we will charge two hours at the helper rate and six hours at the pipe/wire journeyman rate. This allows significant savings using J.D.T on Time and Material jobs compared to other contractors. This system is also used on bid jobs for task tracking, which allows

Handwritten signatures and initials:
 JWA OR W.D.?

for J.D.T to fine tune its bidding process per customer, resulting in more accurate cost analysis and higher bid reward percentages. Customers receive their invoice electronically along with all the supporting documentation per day, which also minimizes billing questions and expedites payments. Negotiating is available for a set rate per man for long term projects.

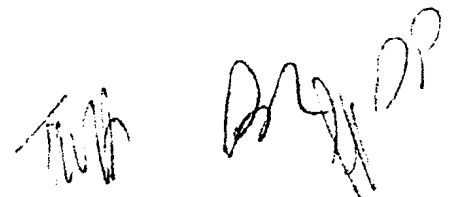
Insurance Requirements: JDT will carry comprehensive commercial general liability insurance with contractual liability coverage and combined single limits of not less than one million dollars per occurrence and at least four million dollars in excess coverage. JDT will carry workers compensation with statutory limits and employee liability with limits of at least one million dollars covering JDT employees. Prior to breaking ground/beginning construction JDT will provide Ultra Health with a certificate of insurance evidencing the above coverage, naming Ultra Health, LLC as the additional insured except on workers compensation.

Payment Terms: Payments shall be made to JDT Construction LLC, 7137-B55 East Rancho Vista Drive Scottsdale, Arizona 85251. Invoices will be generated weekly and due every fifteen (15) days. JDT will utilize an itemized electronic system for invoicing which provides an over-all invoice with complete electronic back-up attached. JDT will proceed with the services described in this "Contract", starting the date of this "Contract", and will submit the first deposit/mobilization invoice with this "Contract". Payment would be preferred in electronic form. Invoices that are not paid when due; will accrue an interest at the rate of two percent (2%) per month. Ultra Health shall pay all the costs of collection, including without limitation, reasonable attorney fees.

Amendment: This "Contract" maybe modified or amended in writing, if the writing is signed by the party obligated under the amendment.

Warranty: JDT shall provide the services and meet its obligations under this "Contract" in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in the agricultural construction community of Arizona, and will provide a standard of care equal to, or superior to, care used service providers similar to JDT in the state of Arizona; JDT will provide these services in compliance with all applicable laws and regulations; JDT will ensure all necessary licenses, permits, and bonds are used to complete these services. All equipment provided and labor performed under this "Contract" will be guaranteed for a period of one year from the completion of installation; provided that all warranties regarding equipment are null and void if equipment is miss-handled, abused, operated against manufactures/JDT recommendation or modified against JDT recommendations.

Entire Agreement: This "Contract" contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this "Contract". This "Contract" supersedes any prior written or oral agreements between parties.



Governing Law: This "Contract" shall be construed in accordance with the laws of the State of Arizona.

Notice: Any notice or communication required or permitted under this "Contract" shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

Severability: If any provision of this "Contract" will be held invalid or unenforceable for any reason, the remaining provision will continue to be valid and enforceable. If a court finds that any provision of this "Contract" is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, and then such provision will be deemed to be written, construed, and enforced as so limited.

Waiver of Contractual Right: The failure of either party to enforce any provision of this "Contract" shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this "Contract".

Assignment: Neither party may assign or transfer this "Contract" without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

Service Recipient: Ultra Health LLC

By: _____

Date: _____

10/11/2013

Duke Rodriguez

Service Provider: JDT Construction LLC

By: _____

Date: _____

9/25/13

Thomas W. Aegan

By: _____

Date: _____

9/25/13

Jason C. Fox

By: _____

Date: _____

9/25/13

Deborah M. Pickard

EXHIBIT 3



DISCLAIMER

The data supplied below is based on your specific request(s) and is correct to the best of our knowledge as of the date and time it was extracted from our data files. The information is provided without personal research or analysis. The data is subject to change on a daily basis. You may obtain additional public records related to any licensee, including dismissed complaints and nondisciplinary actions and orders, by contacting the ROC directly. If this information is required for legal purposes, you may request an affidavit or certified copies for a fee as specified in A.R.S. 32-1104A3. Please read our Standard Disclaimer at www.azroc.gov/Legal/Disclaimer.html

Please note: The company or individuals listed on this license may hold other Arizona contracting licenses. To view information, status and complaint history for the past two years on other licenses held, go to the License Inquiry page and do a "Company Name and Personnel" search by entering the name of the company or individuals listed on the license.

Details for License Number 285178 (Monday, May 19, 2014 11:11:04 AM)			
Contractor		License	
Name/ Address/ Phone	Status/ Action	Class Type Entity	Issued/Renewal
JDT Construction LLC DBA: OPM Construction 782 Cove Pkwy Cottonwood, AZ 86326-4890 Phone: (928) 202-9686	CURRENT	K-11 DUAL LLC	First Issued: 05/22/2013 Renewed Thru: [05/31/2015]

License Class & Description **K-11 ELECTRICAL**

Qualifying Party and Personnel

The Qualifying Party listed below is associated with this license. All other persons named, if any, are associated with the company. They are not all necessarily associated with this license.

Name Thomas Wade Aegan	Position QP/MEMBER	Qual. Date 05/13/2013	Name JFM Holdings LLC	Position MEMBER
Name Deborah Marie Pickard	Position MEMBER			

Complaint Information

Complaints against this contractor are listed below. Complaints that were cancelled, resolved or settled without a corrective work order or dismissed are not included. Contact the **Registrar of Contractors at 602-542-1525 or toll-free statewide at 1-877-MY AZROC (1-877-692-9762)** to identify the ROC office location you need to visit to view complete complaint documentation.

Open: 0	This is the number of complaints against this contractor that are currently open except those in which an agency inspection has not occurred or a violation was not found. Upon adjudication some complaints are found to be without merit and are dismissed.
Closed Cases	
Disciplined: 0	This is the number of times this license has been disciplined.
Resolved/Settled/Withdrawn: 0	This is the number of complaints closed against this contractor that were resolved or settled by the contractor or withdrawn by the complainant after issuance of a corrective work order or formal citation.
Denied Access: 0	This is the number of complaints against this contractor that were closed without corrective work being performed because the contractor was denied access by the complainant.
Bankruptcy: 0	This is the number of complaints against this contractor that were closed because the contractor is in bankruptcy.

Bond [1] Information

Number	Effective	Amount	Paid	Available	Company	Notes
16077	05/13/2013	\$6,000.00	\$0.00	\$6,000.00	Western National Mutual Insurance Company	

**DISCLAIMER**

The data supplied below is based on your specific request(s) and is correct to the best of our knowledge as of the date and time it was extracted from our data files. The information is provided without personal research or analysis. The data is subject to change on a daily basis. You may obtain additional public records related to any licensee, including dismissed complaints and nondisciplinary actions and orders, by contacting the ROC directly. If this information is required for legal purposes, you may request an affidavit or certified copies for a fee as specified in A.R.S. 32-1104A3. Please read our Standard Disclaimer at www.azroc.gov/Legal/Disclaimer.html

Please note: The company or individuals listed on this license may hold other Arizona contracting licenses. To view information, status and complaint history for the past two years on other licenses held, go to the License Inquiry page and do a "Company Name and Personnel" search by entering the name of the company or individuals listed on the license.

Details for License Number 285177 (Monday, May 19, 2014 11:11:32 AM)			
Contractor		License	
Name/ Address/ Phone	Status/ Action	Class Type Entity	Issued/Renewal
JDT Construction LLC DBA: OPM Construction 782 Cove Pkwy Cottonwood, AZ 86326-4890 Phone: (928) 202-9686	CURRENT	K-9 DUAL LLC	First Issued: 05/22/2013 Renewed Thru: <input type="text" value="05/31/2015"/>

License Class & Description

Qualifying Party and Personnel

The Qualifying Party listed below is associated with this license. All other persons named, if any, are associated with the company. They are not all necessarily associated with this license.

Name Deborah Marie Pickard		Name Thomas Wade Aegan
Position QP/MEMBER	<input type="text" value="Qual. Date 05/13/2013"/>	Position MEMBER
Name JFM Holdings LLC		
Position MEMBER		

Complaint Information

Complaints against this contractor are listed below. Complaints that were cancelled, resolved or settled without a corrective work order or dismissed are not included. Contact the **Registrar of Contractors at 602-542-1525 or toll-free statewide at 1-877-MY AZROC (1-877-692-9762)** to identify the ROC office location you need to visit to view complete complaint documentation.

Open: 1	This is the number of complaints against this contractor that are currently open except those in which an agency inspection has not occurred or a violation was not found. Upon adjudication some complaints are found to be without merit and are dismissed.					
Closed Cases						
Disciplined: 0	This is the number of times this license has been disciplined.					
Resolved/Settled/Withdrawn: 0	This is the number of complaints closed against this contractor that were resolved or settled by the contractor or withdrawn by the complainant after issuance of a corrective work order or formal citation.					
Denied Access: 0	This is the number of complaints against this contractor that were closed without corrective work being performed because the contractor was denied access by the complainant.					
Bankruptcy: 0	This is the number of complaints against this contractor that were closed because the contractor is in bankruptcy.					
Bond [1] Information						
Number	Effective	Amount	Paid	Available	Company	Notes
16078	05/13/2013	\$6,000.00	\$0.00	\$6,000.00	Western National Mutual Insurance Company	