

**HOME IMPROVEMENT CONTRACT**  
**RANDAL G. WINTER CONSTRUCTION, INC.**

The Notice of Cancellation may be mailed to the contractor at the address noted on the contract.  
24255 San Fernando Road, Newhall, CA 91321  
(661) 799-8089 -- FAX (661) 799-8079 -- Contractor's License No. 395715

This Agreement signed by the owner and dated March 21, 2007 is between RANDAL G. WINTER CONSTRUCTION, INC. (hereafter "RGW INC.") and Hotel Inc

Owner's Home and Business Addresses: 17 Round Table Ave Reno, NV , 48781

Construction Lender: Bank of America 278394 Elm Ave , Indio , CA

RGW INC. will perform the work specified herein at the property listed below on behalf of the Owner. Work to be performed at  
333 Southern Pine Rd Sparks , NV, 88888

Description of the Project and Description of the Significant Materials to be Used and Equipment to be Installed:  
RGW INC. will furnish all labor, equipment, materials, scaffolding, sales taxes, hoisting, transportation, supervision, coordination, communication, shop drawings and storage to complete in a good and workmanlike manner the following work (If additional room is needed, attach additional sheet(s) and identify that sheet in the provision entitled "List of Documents to be Incorporated into the Contract"):

Remodel the existing home to include:

Upstairs Bathroom  
Downstairs Bedroom  
Kitchen Cabinets

Approximate Start Date: 01/01/2001

Approximate Completion Date: 04/28/2001

Schedule of Progress Payments: The schedule of progress payments must specifically describe each phase of work, including the type and amount of work or services scheduled to be supplied in each phase, along with the amount of each proposed progress payment. IT IS AGAINST THE LAW OR A CONTRACTOR TO COLLECT PAYMENT FOR WORK NOT YET COMPLETED, OR FOR MATERIALS NOT YET DELIVERED. HOWEVER, A CONTRACTOR MAY REQUIRE A DOWN PAYMENT.

AMOUNT(in dollars and cents)	EVENT
\$5,000.00	Upon contract signing
\$15,000.00	Upon 50% Completion
\$20,000.00	Upon 75 % Completion
\$10,000.00	Upon Final Inspection
<hr/> \$50,000.00	TOTAL

Allowances: The following items or specific prices as indicated are included in the contract price as allowances. The contract price will be adjusted upward or downward based on actual amounts rather than estimated amounts herein,

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Note about Extra Work and Change Orders:

Extra Work and Change Orders become part of the contract once the order is prepared in writing and signed by the parties prior to the commencement of any work covered by the new change order. The order must describe the scope of the extra work or change, the costs to be added or subtracted from the contract, and the effect the order will have on the schedule of progress payments.

Release:

Upon satisfactory payment being made for any portion of the work performed, the Contractor shall, prior to any further payment being made, furnish to the person contracting for the home improvement or swimming pool work a full and unconditional release from any claim or mechanic's lien pursuant to Section 3114 of the Civil Code for that portion of the work for which payment has been made.

List of Documents to be Incorporated into the Contract (if none state none):

Mechanics Lien Warning; Note About Change Orders; Notice of Cancellation; Three-Day Right to Cancel (except if damaged by a disaster); Seven-Day Right to Cancel (only if damaged by a disaster);  
- A notice concerning commercial general liability insurance

Information about the Contractors' State License Board (CSLB):

CSLB is the state consumer protection agency that licenses and regulates construction contractors.

Contact CSLB for information about the licensed contractor you are considering, including information about disclosable complaints, disciplinary actions and civil judgments that are reported to CSLB.

Use only licensed contractors. If you file a complaint against a licensed contractor within the legal deadline (usually four years), CSLB has authority to investigate the complaint. If you use an unlicensed contractor, CSLB may not be able to help you resolve your complaint. Your only remedy may be in civil court, and you may be liable for damages arising out of any injuries to the unlicensed contractor or the unlicensed contractor's employees.

For more information: Visit CSLB's Web site at [www.cslb.ca.gov](http://www.cslb.ca.gov)

Call CSLB at 800-321-CSLB (2752) Write CSLB at P.O. Box 26000, Sacramento, CA 95826.

Initial appropriate checkbox:

\_\_\_  The law requires that the contractor give you a notice explaining your right to cancel. Initial the checkbox if the contractor has given you a "Notice of the Three-Day Right to Cancel."

\_\_\_  The law requires that the contractor give you a notice explaining your right to cancel. Initial the checkbox if the contractor has given you a "Notice of the Seven-Day Right to Cancel."

You are entitled to a completely filled in copy of this agreement, signed by both you and the contractor, before any work may be started.

You, the Owner or Tenant, have the right to require the contractor to furnish you with a performance and payment bond; however, the contractor can require you to pay for that bond.

OWNER

\_\_\_\_\_  
(Name)

By \_\_\_\_\_  
(Signature)(Dated)

\_\_\_\_\_  
(Name of Second Owner, if any)

By \_\_\_\_\_  
(Signature)(Dated)

RANDAL G. WINTER CONSTRUCTION, INC.

Randal G. Winter  
(Print Name)

By \_\_\_\_\_  
(Signature)(Dated)

## TERMS AND CONDITIONS

### 1. CHANGES IN THE WORK- CONCEALED CONDITIONS:

Should the Owner, construction lender, or any public body or inspector direct any modification or addition to the work covered by this contract, the contract price shall be adjusted accordingly. Modification or addition to the work shall be executed only when a Change Order has been signed by both the Owner and RGW INC.. The change in the contract price caused by such Change Order shall be as agreed to in writing, or if the parties are not in agreement as to the change in contract price, RGW INC.'s actual cost of all labor, equipment, subcontracts and materials, plus 35% for its overhead and 10% for profit shall be the change in contract price. The change order may also increase the time within which the contract is to be completed. Any Change Orders shall be incorporated in, and become a part of the contract. However, in the event that the building department or other governing body requires a change or modification, then RGW INC. may make that change prior to receiving written authorization and thereafter negotiate the effect of that change with the Owner.

RGW INC. shall promptly notify the Owner of: (a) latent physical conditions at the site differing materially from those indicated in this contract, or (b) unknown physical conditions differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract. Any expense incurred due to such conditions shall be paid for by Owner as added work. Payment for extra work will be made as extra work progresses.

### 2. OWNER'S RESPONSIBILITIES:

The Owner is responsible to supply water, gas, sewer and electrical utilities unless otherwise agreed to in writing. Electricity and water to the site is necessary. Owner agrees to allow and provide RGW INC. and RGW INC.'s equipment access to the property. The Owner is responsible for having sufficient funds to comply with this agreement. This is a cash transaction unless otherwise specified. The Owner is responsible to remove or protect any personal property and RGW INC. is not responsible for same nor for any carpets, drapes, furniture, driveways, lawns, shrubs, etc. The Owner will point out and warrant the property lines to RGW INC..

### 3. FEES, TAXES AND ASSESSMENTS; COMPLIANCE WITH LAWS:

Taxes, Permits, Fees, and assessments of all descriptions will be paid for by Owner. RGW INC. will obtain all required building permits, at the sole expense of Owner. Upon demand by RGW INC., Owner shall provide ample funds to acquire any and all necessary permits on a timely basis. Owner will pay assessments and charges required by public bodies and utilities for financing or repaying the cost of sewers, storm drains, water service, schools and school facilities, other utilities, hook-up charges and the like. RGW INC. shall comply with all federal, state, county and local laws, ordinances and regulations.

### 4. LABOR AND MATERIAL:

RGW INC. shall pay all valid charges for labor and material incurred by RGW INC. and used in the construction or repair of the Project. RGW INC. is excused from this obligation for bills received in any period during which the Owner is in arrears in making progress payments to RGW INC.. No waiver or release of mechanic's lien given by RGW INC. shall be binding until all payments due to RGW INC. when the release was executed have been made.

### 5. DESTRUCTION OF WORK, WORKERS' COMPENSATION INSURANCE & OTHER FORMS OF INSURANCE:

If the project is destroyed or damaged by accident, disaster or calamity, such as fire, storm, earthquake, flood, landslide, or by theft or vandalism, any work done by RGW INC. in rebuilding or restoring the project shall be paid by the Owner as extra work.

If RGW INC. has employees, RGW INC. shall carry Worker's Compensation Insurance for the protection of RGW INC.'s employees during the progress of the work. Owner shall obtain and pay for insurance against injury to Owner's own employees and persons under Owner's discretion and persons on the job site at Owner's invitation.

### 6. INSURANCE AND DEPOSITS:

Owner will procure at his own expense and before the commencement of any work hereunder, "all risk" insurance with course of construction, vandalism and malicious mischief clauses attached, such insurance to be a sum at least equal to the Contract price with loss, if any, payable to any beneficiary under any deed of trust covering the project. Such insurance shall also name Contractor and its subcontractors as additional insured, and include sufficient funds to protect Owner, Contractor and its subcontractors and any construction lender as their interests may appear; should Owner fail to do so, Contractor may procure such insurance as agent for and at the expense of Owner, but is not required to do so.

### 7. PAYMENTS AND RIGHT TO STOP WORK:

Past due payments shall bear interest at the rate of 1 1/2% per month (18% per annum), until paid in full. RGW INC. shall have the right to stop work if any payment shall not be made, when due, to RGW INC. under this Agreement; RGW INC. may keep the job idle until all payments due are received. This remedy is in addition to any other right or remedy that RGW INC. may have. Such failure by Owner to make payment, when due, is a material breach of this Agreement.

### 8. CLEAN-UP:

RGW INC. will remove from Owner's property debris and surplus material created by its operation and leave it in a neat and broom clean condition.

### 9. SUBCONTRACTS :

RGW INC. may subcontract portions of this work to properly licensed and qualified subcontractors.

### 10. VALIDITY:

In case one or more of the provisions of this Agreement or any application thereof shall be invalid, unenforceable or illegal, the validity, enforceability and legality of the remaining provisions and any other application shall not in any way be impaired thereby.

### 11. LIMITED WARRANTY:

RGW INC. warrants that all work performed by it and its subcontractors shall be done in a good and workmanlike manner in accordance with accepted trade practices. Said warranty shall extend for one year from the date of substantial completion of RGW INC.'s portion of the project. However, the warranties for assemblies, appliances and the like, shall be those warranties provided by the manufacturer or supplier of that item rather than based on RGW INC.'s warranty herein. RGW INC. shall assemble and provide to Owner all such manufacturer's warranties.

Initial \_\_\_\_ Initial \_\_\_\_

12. LIMITATIONS:

No action of any character arising from or related to this contract, or the performance thereof, shall be commenced by either party against the other more than two years after completion or cessation of work under this contract.

13. EXISTING CONDITIONS:

RGW INC. calls attention to Owner the limitations of patching plaster and stucco, matching paint, matching texture and/or matching any finished product. RGW INC. will make every effort to match all existing conditions, i.e., textures and colors, however exact duplication is not promised or guaranteed.

14. ASBESTOS, MOLD AND HAZARDOUS SUBSTANCES:

Owner hereby represents that Owner has no knowledge of the existence on or in any portion of the premises affected by the Project of any asbestos, lead paint, mold (including all types of microbial matter or microbiological contamination, mildew or fungus), or other hazardous materials. Testing for the existence of mold and other hazardous materials shall only be performed as expressly stated in writing. Contractor shall not be testing or performing any work whatsoever in an area that is not identified in the Scope of Work.

Unless the contract specifically calls for the removal, disturbance, or transportation of asbestos, polychlorinated biphenyl (PCB), mold, lead paint, or other hazardous substances or materials, the parties acknowledge that such work requires special procedures, precautions, and/or licenses. Therefore, unless the contract specifically calls for same, if Contractor encounters such substances, Contractor shall immediately stop work and allow the Owner to obtain a duly qualified asbestos and/or hazardous material contractor to perform the work or Contractor may perform the work itself at Contractor's option. Said work will be treated as an extra under this contract, and the Contract Term setting forth the time for completion of the project may be delayed.

In the event that mold or microbial contamination is removed by Contractor, Owner understands and agrees that due to the unpredictable characteristics of mold and microbial contamination, Contractor shall not be responsible for any recurring incidents of mold or microbial contamination appearing in the same or any adjacent location, subsequent to the completion of the work performed by Contractor. Owner agrees to hold Contractor harmless, and shall indemnify Contractor harmless for any recurrence of mold or microbial contamination. Owner also agrees that Contractor shall not be responsible, and agrees to hold Contractor harmless and indemnify Contractor, for the existence of mold or microbial contamination in any area that Contractor was not contracted to test and/or remediate. Further, Owner is hereby informed, and hereby acknowledges, that most insurers expressly disclaim coverage for any actual or alleged damages arising from mold or microbial contamination; Contractor makes no representations whatsoever as to coverage for mold contamination, though at Owner's additional expense, if requested in writing, Contractor will inquire as to the availability of additional coverage for such contamination or remediation, and if available, will obtain such coverage if the additional premium is paid for by Owner as an extra.

15. STANDARDS OF MATERIALS AND WORKMANSHIP:

RGW INC. shall use and install "standard grade" or "builder's grade" materials on the project unless otherwise stated in the Scope of Work, the plans and/or specifications provided to Contractor prior to the execution of this Agreement. Unless expressly stated in the Scope of Work, RGW INC. shall have no liability or responsibility to restore or repair the whole or any part of the premises affected by the work of RGW INC. to be performed herein or by any subsequently agreed-upon change order, including as an illustration and not as a limitation, any landscaping, sprinkler system, flooring and carpet, wall coverings, paint, tile, or decorator items.

16. DELAYS AND INCREASES IN MATERIAL COSTS:

RGW INC. shall be excused for any delay in completion of the contract caused by acts of God; stormy or inclement weather; strikes, lockouts, boycotts or other labor union activities; acts of Owner, of Owner's agents, or of Owner's employees or independent contractors; disbursement of funds into funding control or escrow; acts of public utilities or public bodies; acts of public enemy, riots or civil commotion; inability to secure material through regular recognized channels; imposition of Government priority or allocation of materials; delays caused by inspection or changes ordered by the inspectors of authorized governmental bodies; changes requested by Owner; Owner's failure to make progress payments promptly; failure of the issuance of all necessary building permits within a reasonable length of time; or other contingencies unforeseen by RGW INC. and beyond its reasonable control.

Additionally, while RGW INC. believes that it can complete the Project without any increases in costs, to the extent that material costs increase by more than 10% from the costs of said materials on the date this Agreement was signed, RGW INC. shall be entitled to an increase in the contract price equal to the increased costs above the 10% increase in material cost. To the extent material costs increase due to delay caused by Owner, Owner's agents or separate contractors, RGW INC. shall be entitled to all cost increases incurred as a result, in addition to any extended field and home office expenses. There shall be no additional markup for overhead or profit on the increased cost, except as otherwise indicated.

17. RIGHT TO CURE:

In the event that Owner alleges that some of the work is not or has not been done correctly or timely, Owner shall give RGW INC. a notice that RGW INC. shall commence to cure the condition that Owner has alleged is insufficient within ten days.

18. WEATHER AND OTHER DAMAGE:

RGW INC. shall attempt to keep the project reasonably covered during the construction. However, Owner understands that unexpected weather conditions can arise that might cause damage to the project or its contents. RGW INC. shall not be responsible for any such damage beyond its reasonable control. ©2006, A&G

## ARBITRATION OF DISPUTES

ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATED TO THIS CONTRACT, OR THE BREACH THEREOF, SHALL BE SETTLED BY BINDING ARBITRATION IN ACCORDANCE WITH THE CONSTRUCTION INDUSTRY ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION, AND JUDGMENT UPON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. CLAIMS WITHIN THE MONETARY LIMIT OF THE SMALL CLAIMS COURT SHALL BE LITIGATED IN SUCH COURT AT THE REQUEST OF EITHER PARTY, SO LONG AS BOTH PARTIES LIMIT THEIR RIGHT TO RECOVERY TO THE JURISDICTION OF THE SMALL CLAIMS COURT.

ANY CLAIM FILED IN SMALL CLAIMS COURT SHALL NOT BE DEEMED TO BE A WAIVER OF THE RIGHT TO ARBITRATE, AND IF A COUNTER CLAIM IN EXCESS OF THE JURISDICTION OF THE SMALL CLAIMS COURT IS FILED IN THE MUNICIPAL OR SUPERIOR COURT, THEN THE PARTY FILING IN SMALL CLAIMS COURT MAY DEMAND ARBITRATION PURSUANT TO THIS PARAGRAPH.

NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE BUSINESS AND PROFESSIONS CODE OR OTHER APPLICABLE LAWS. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION.

I (WE) AGREE TO ARBITRATION

In the event that Contractor and Owner have not each initialed the Arbitration Provision above, then it shall be conclusively agreed without a subsequent written agreement by all parties, that neither party agrees to arbitrate and the Arbitration of Disputes Provision shall not be deemed to be a part of this Agreement.

## ATTORNEYS FEES

IN THE EVENT THE PARTIES HERETO BECOME INVOLVED IN LITIGATION OR ARBITRATION ARISING OUT OF THIS AGREEMENT, OR THE PERFORMANCE OR BREACH THEREOF, THE COURT IN SUCH LITIGATION OR ARBITRATION OR IN SEPARATE SUIT, SHALL AWARD REASONABLE COSTS, EXPENSES AND ATTORNEY'S FEES TO THE PREVAILING PARTY. THE COURT SHALL NOT BE BOUND BY ANY COURT FEE SCHEDULE, AND MAY, IN THE INTERESTS OF JUSTICE, AWARD THE FULL AMOUNT OF COSTS, EXPENSES AND ATTORNEY'S FEES INCURRED IN GOOD FAITH.

I (WE) AGREE TO ATTORNEYS FEES

\_\_\_\_\_  
Initial

\_\_\_\_\_  
Initial

## NOTE ABOUT CHANGE ORDERS

You, the buyer, may not require a contractor to perform extra or change-order work without providing written authorization prior to the commencement of any work covered by the new change order.

Extra work or a change order is not enforceable against a buyer unless the change order also identifies all of the following in writing prior to the commencement of any work covered by the new change order:

- (i) The scope of work encompassed by the order.
- (ii) The amount to be added or subtracted from the contract.
- (iii) The effect the order will make in the progress payments or the completion date.

The contractor's failure to comply with the requirements of this paragraph does not preclude the recovery of compensation for work performed based upon legal or equitable remedies designed to prevent unjust enrichment.

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## MECHANICS LIEN WARNING:

Anyone who helps improve your property, but who is not paid, may record what is called a mechanics' lien on your property. A mechanics' lien is a claim, like a mortgage or home equity loan, made against your property and recorded with the county recorder. Even if you pay your contractor in full, unpaid subcontractors, suppliers, and laborers who helped to improve your property may record mechanics' liens and sue you in court to foreclose the lien. If a court finds the lien is valid, you could be forced to pay twice or have a court officer sell your home to pay the lien. Liens can also affect your credit. To preserve their right to record a lien, each subcontractor and material supplier must provide you with a document called a '20-day Preliminary Notice.' This notice is not a lien. The purpose of the notice is to let you know that the person who sends you the notice has the right to record a lien on your property if he or she is not paid.

**BE CAREFUL.** The Preliminary Notice can be sent up to 20 days after the subcontractor starts work or the supplier provides material. This can be a big problem if you pay your contractor before you have received the Preliminary Notices.

You will not get Preliminary Notices from your prime contractor or from laborers who work on your project. The law assumes that you already know they are improving your property.

**PROTECT YOURSELF FROM LIENS.** You can protect yourself from liens by getting a list from your contractor of all the subcontractors and material suppliers that work on your project. Find out from your contractor when these subcontractors started work and when these suppliers delivered goods or materials. Then wait 20 days, paying attention to the Preliminary Notices you receive.

**PAY WITH JOINT CHECKS.** One way to protect yourself is to pay with a joint check. When your contractor tells you it is time to pay for the work of a subcontractor or supplier who has provided you with a Preliminary Notice, write a joint check payable to both the contractor and the subcontractor or material supplier.

For other ways to prevent liens, visit CSLB's Web site at [www.cslb.ca.gov](http://www.cslb.ca.gov) or call CSLB at 800-321-CSLB (2752).

**REMEMBER, IF YOU DO NOTHING, YOU RISK HAVING A LIEN PLACED ON YOUR HOME.** This can mean that you may have to pay twice, or face the forced sale of your home to pay what you owe.

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### Commercial General Liability Insurance (CGL)

RANDAL G. WINTER CONSTRUCTION, INC. carries commercial general liability insurance written by CSIS. You may call CSIS at (805)446-4880 x 105 to check the contractor's insurance coverage.

### Workers' Compensation Insurance

RANDAL G. WINTER CONSTRUCTION, INC. carries workers' compensation insurance for all employees.

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Initial\_\_\_\_Initial \_\_\_\_

### Three-Day Right to Cancel

You, the buyer, have the right to cancel this contract within three business days. You may cancel by e-mailing, mailing, faxing, or delivering a written notice to the contractor at the contractor's place of business by midnight of the third business day after you received a signed and dated copy of the contract that includes this notice. Include your name, your address, and the date you received the signed copy of the contract and this notice.

If you cancel, the contractor must return to you anything you paid within 10 days of receiving the notice of cancellation. For your part, you must make available to the contractor at your residence, in substantially as good condition as you received it, any goods delivered to you under this contract or sale. Or, you may, if you wish, comply with the contractor's instructions on how to return the goods at the contractor's expense and risk. If you do make the goods available to the contractor and the contractor does not pick them up within 20 days of the date of your notice of cancellation, you may keep them without any further obligation. If you fail to make the goods available to the contractor, or if you agree to return the goods to the contractor and fail to do so, then you remain liable for performance of all obligations under the contract.

I, \_\_\_\_\_ (Buyer) hereby acknowledge that on \_\_\_\_\_ (Date)  
I was provided this document entitled "Three-Day Right to Cancel."

\_\_\_\_\_  
(Buyer's Signature)

Initials\_\_\_\_Initials\_\_\_\_

Notice of Cancellation

June 2, 2006

(Date)

You may cancel this transaction, without any penalty or obligation, within three business days from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within 10 days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a telegram to RANDAL G. WINTER CONSTRUCTION, INC.

at 24255 San Fernando Rd.

Newhall, CA 91321

not later than midnight of \_\_\_\_\_.

(Date)

I hereby cancel this transaction. \_\_\_\_\_

(Date)

\_\_\_\_\_  
(Buyer's signature)

IF THIS AGREEMENT IS ENTERED INTO AFTER DAMAGE BY A DISASTER, USE THE FOLLOWING SEVEN DAY RIGHT TO CANCEL AND NOTICE:

Initials\_\_\_\_Initials\_\_\_\_

Notice of Cancellation

03/21/2007

(Date)

You may cancel this transaction, without any penalty or obligation, within three business days from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within 10 days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a telegram to RANDAL G. WINTER CONSTRUCTION, INC. at 24255 San Fernando Rd.

Newhall, CA 91321

not later than midnight of \_\_\_\_\_.

(Date)

I hereby cancel this transaction. \_\_\_\_\_.

(Date)

\_\_\_\_\_  
(Buyer's signature)

IF THIS AGREEMENT IS ENTERED INTO AFTER DAMAGE BY A DISASTER, USE THE FOLLOWING SEVEN DAY RIGHT TO CANCEL AND NOTICE:

Initials\_\_\_\_Initials\_\_\_\_