

**ORIGINAL NEW APPLICATION**



0000048932

**Gardner Water Company**  
2303 E. Heatherbrae Dr.  
Phoenix, AZ. 85016

RECEIVED

2006 MAY -1 P 12:19

May 1, 2006

Docket Control  
Arizona Corporation Commission  
1200 W. Washington St.  
Phoenix, AZ. 85007

AZ CORP COMMISSION  
DOCUMENT CONTROL

W-03880A-06-0298  
W-20459A-06-0298

Attached is an application by JNJ Enterprises for approval of sale of Gardner Water Company. The purpose of this application is to obtain approval from the Arizona Corporation Commission for sale of Gardner Water Company to Utility Systems, L.L.C.

Gerald Lenzion

Arizona Corporation Commission  
**DOCKETED**

MAY 01 2006

DOCKETED BY	<i>AV</i>
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# ORIGINAL NEW APPLICATION

**ARIZONA CORPORATION COMMISSION**  
**APPLICATION FOR APPROVAL OF THE SALE OF ASSETS AND/OR TRANSFER OF**  
**CERTIFICATE OF CONVENIENCE AND NECESSITY**  
**WATER AND/OR SEWER**

A. The name, address and telephone number of the Transferor (Company) is:

Gardner Water Company  
2303 E. Heatherbrae Dr. Phoenix, AZ 85016  
602-956-3646

B. If doing business under a name other than the Transferor (Company) name, specify:

JNJ Enterprises

C. The Transferor is a:

<input type="checkbox"/> Corporation: <input type="checkbox"/> "C", <input checked="" type="checkbox"/> "S", <input type="checkbox"/> Non-Profit <input type="checkbox"/> Arizona, <input type="checkbox"/> Foreign	<input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Limited, <input type="checkbox"/> General <input type="checkbox"/> Arizona, <input type="checkbox"/> Foreign
<input type="checkbox"/> Sole Proprietorship	<input checked="" type="checkbox"/> Limited Liability Company
<input type="checkbox"/> Other (Specify)	

D. List the name, address and telephone number of the attorney for the Transferor.

N/A

E. List the name, address and telephone number of management contact:

Gerald L. Lenzion

2303 E. Heatherbrae Dr. Phoenix, AZ 85016

602-956-3646

F. The name, address and telephone number of the Transferee (Company) is:

Utility Systems, LLC.

HC2 Box 164-H

Payson, AZ 85541

928-478-0010

G. If doing business under a name other than the Transferee (Company) name, specify:

N/A

H. List the name, address and telephone number of the attorney for the Transferee.

N/A

I. List the name, address and telephone number of management contact:

Jeffery T. Daniels

HC2 Box 164-H

Payson, AZ. 85541

928-478-0010

J. (Transferee) List the name, address and telephone number of the on-site manager of the utility:

Jeffery T. Daniels

HC2 Box 164-H

Payson, AZ. 85541 928-478-0010

K.(Transferee) List the name, address and telephone number of the certified operator as authorized by the Arizona Department of Environmental Quality:

Gerald L. Lenzion

2303 E. Heatherbrae Dr. Phoenix, AZ. 85016

602-956-3646

L. The Transferee is a:

<input type="checkbox"/> Corporation: <input type="checkbox"/> "C", <input type="checkbox"/> "S", <input type="checkbox"/> Non-Profit <input type="checkbox"/> Arizona, <input type="checkbox"/> Foreign	<input type="checkbox"/> Partnership <input type="checkbox"/> Limited, <input type="checkbox"/> General <input type="checkbox"/> Arizona, <input type="checkbox"/> Foreign
<input type="checkbox"/> Sole Proprietorship	<input checked="" type="checkbox"/> Limited Liability Company
<input type="checkbox"/> Other (Specify)	

M. If Transferee is a corporation:

1. List names of Officers and Directors:

Officers

N/A

Directors

N/A

2. Indicate the number of shares of stock authorized to issue:

N/A

3. If stock has been issued, indicate the number of shares issued and the date of issue:

N/A

N. If Transferee is a partnership:

1. List the names of general partners:

N/A

2. List name, address and telephone number of managing partner:

N/A

◆ If Applicant is a foreign limited partnership, provide a copy of the Partnership's "Certificate of Registration" with the Arizona Secretary of State

O. If Transferee is a sole proprietor, list name, address and telephone number of individual:

N/A

P. Have all customer security deposits been refunded? Yes \_\_\_ No \_\_\_. If no, mark the block below which describes the proposed disposition of security deposits.

\_\_\_ All security deposits will be refunded at time of closing.

\_\_\_ All security deposits will be transferred to the Transferee.

Other (explain).

\_\_\_\_\_  
No Security Deposits taken  
\_\_\_\_\_  
\_\_\_\_\_

Q. Are there any refunds due on Main Extension Agreements? Yes \_\_\_ No \_\_\_. If Yes, mark the block below which describes the proposed disposition of the refunds.

\_\_\_ Transferor will continue to refund after the transfer.

\_\_\_ Transferee will assume the refunding obligations.

\_\_\_ A full refund will be made at closing by Transferor.

Other (explain).

\_\_\_\_\_  
No main extension agreements  
\_\_\_\_\_  
\_\_\_\_\_

R. (WATER ONLY) Are there any refunds due on meter and service line installations?  
Yes \_\_\_ No . If Yes, mark the block below that describes the proposed disposition of refunds.

\_\_\_ Transferor will continue to refund after the transfer.

\_\_\_ Transferee will assume the refunding obligations.

\_\_\_ A full refund will be made at closing by Transferor.

\_\_\_ Other (explain).

\_\_\_\_\_  
\_\_\_\_\_



DATED the 29 day of April, 2006

[Signature]

(Signature of Authorized Representative of Transferor)

Gerald Hendrix

(Type Name Here)

Owner

(Title)

SUBSCRIBED AND SWORN to before me on this 29 day of April 2006

Lorraine Mathews

NOTARY PUBLIC

My Commission Expires Aug 23, 2009



[Signature]

(Signature of Authorized Representative of Transferee)

Jeffery T. Daniels

(Type Name Here)

Manager, member

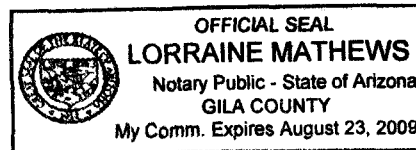
(Title)

SUBSCRIBED AND SWORN to before me on this 29 day of April 2006

Lorraine Mathews

NOTARY PUBLIC

My Commission Expires Aug 23, 2009





**DO NOT PUBLISH THIS SECTION**

**ARTICLE 1**

The company name must contain an ending which may be "limited liability company," "limited company," or the abbreviations "L.L.C.", "L.C.", "LLC" or "LC". If you are the holder or assignee of a trademark or trademark, attach Declaration of Tradename Holder form.

**ARTICLE 2**

May be in care of the statutory agent.

**ARTICLE 3**

The statutory agent must provide a street address. If statutory agent has P.O. Box, then they must also provide a street address/location. The agent must sign the Articles or provide a consent to acceptance of appointment.

The agent must consent to the appointment by executing the consent.

**ARTICLES 4**

Complete this section only if you desire to select a date or occurrence when the company will dissolve. If perpetual duration is desired, leave this section blank.

**AZ CORPORATION COMMISSION  
FILED**

**APR - 3 2006**

**FILE NO. L127804-0 ARTICLES OF ORGANIZATION**

**A.R.S. §29-632**

1. **Name.** The name of the limited liability company is:

Utility Systems, L.L.C.

2. **Known Place of Business.** The address of the company's known place of business in Arizona is:

173 S. BlackFoot rd. Payson, AZ 85541  
HC2 Box 164-H, Payson AZ. 85541

3. **Statutory Agent.** (In Arizona) The name and street address of the statutory agent of the company is:

Jeffery T. Daniels  
173 S. BlackFoot Rd.  
Payson, AZ 85541

**Acceptance of Appointment By Statutory Agent**

I Jeffery T. Daniels, having been designated to act as  
(Printed Name)

Statutory Agent, hereby consent to act in that capacity until removed or resignation is submitted in accordance with the Arizona Revised Statutes.

Jeffery T. Daniels  
Signature of Statutory Agent

N/A

[If signing on behalf of a company serving as statutory agent, print company name here]

4. **Dissolution.** The latest date, if any, on which the limited liability company must dissolve is:

N/A

**DO NOT PUBLISH THIS SECTION ARTICLE 5**

Check which management structure will be applicable to your company. Provide name, title and address for each person.

5. Management.

L1275304-0

Management of the limited liability company is vested in a manager or managers. The names and addresses of each person who is a manager AND each member who owns a twenty percent or greater interest in the capital or profits of the limited liability company are:

Name:	<u>Jeffery T. Daniels</u>	<u>Dianne C. Daniels</u>
	<input type="checkbox"/> member <input checked="" type="checkbox"/> manager	<input checked="" type="checkbox"/> member <input type="checkbox"/> manager
Address:	<u>HC2 Box 164-H</u>	<u>HC2 Box 164-H</u>
City, State, Zip:	<u>Payson, AZ 85541</u>	<u>Payson, AZ 85541</u>

Name:	<input type="checkbox"/> member <input type="checkbox"/> manager	<input type="checkbox"/> member <input type="checkbox"/> manager
Address:	_____	_____
City, State, Zip:	_____	_____


Management of the limited liability company is reserved to the members. The names and addresses of each person who is a member are:

Name:	<input type="checkbox"/> member	<input type="checkbox"/> member
Address:	_____	_____
City, State, Zip:	_____	_____

Name:	<input type="checkbox"/> member	<input type="checkbox"/> member
Address:	_____	_____
City, State, Zip:	_____	_____

The person(s) executing this document need not be manager or member(s) of the company.

EXECUTED this April day of 3rd, 2006

	_____
[Signature]	[Signature]
<u>Jeffery T. Daniels</u>	_____
[Print Name Here]	[Print Name Here]

Your fax and phone number is optional.

PHONE 928-478-0010 FAX \_\_\_\_\_

# COMMERCIAL REAL ESTATE PURCHASE CONTRACT ("CONTRACT")



THE PRINTED PORTION OF THIS CONTRACT HAS BEEN APPROVED BY THE ARIZONA ASSOCIATION OF REALTORS®. THIS IS INTENDED TO BE A BINDING CONTRACT. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OR THE TAX CONSEQUENCES THEREOF. IF YOU DESIRE LEGAL, TAX OR OTHER PROFESSIONAL ADVICE, CONSULT YOUR ATTORNEY, TAX ADVISOR OR PROFESSIONAL CONSULTANT.

### RECEIPT

1. Offer Received From: ("Buyer") Utility Systems L.L.C.
2. Agency Confirmation: Broker named on Line 18 is the agent of (check one):
3.  the Buyer exclusively; or  the Seller exclusively; or  both the Buyer and Seller
4. Amount of Earnest Money: Five Thousand Dollars \$5,000.00
5. All earnest money shall be deposited into a federally insured account acceptable to Buyer and Seller and any
6. interest earned thereon shall also be included as earnest money ("Earnest Money"). Buyer agrees that, if Buyer breaches this
7. Contract, Earnest Money is subject to forfeiture. If any check for Earnest Money is dishonored for any reason, Seller may, at
8. Seller's option, immediately cancel this Contract pursuant to lines 309-313. Unless otherwise provided herein, all Earnest Money
9. is considered to be part of the Purchase Price for the Property described below.
10. Earnest Money shall be: (check one)
11.  Delivered by Buyer to Escrow Company upon mutual execution of this Contract.
12.  Held by Broker until mutual execution. Upon mutual execution, Broker shall promptly deposit the Earnest Money
13. with the Escrow Company to which the check is payable. If the check is payable to Broker, Broker shall deposit the check in
14. Broker's trust account or endorse the check without recourse and deposit it with a duly licensed Escrow Company.
15. Form of Earnest Money:  Personal Check  Other: \_\_\_\_\_
16. Deposited with:  Broker's Trust Account  Escrow Company
17. Offer Received By: \_\_\_\_\_ (PRINT SALESPERSON'S NAME AND AGENT CODE) (SALEPERSON'S SIGNATURE) (MO/DA/YR)
18. Rim Valley Mountain Properties (PRINT NAME OF FIRM) \_\_\_\_\_ (OFFICE CODE) (collectively "Broker")

### PROPERTY AND PURCHASE PRICE

19. Property Description and Offer: Buyer agrees to purchase and Seller agrees to sell the following real property:
20. Property Address: Lot 13H Chris. Creek, Lot 41 Colcord
21. City: Payson County: Gila AZ, Zip Code: 85541
22. Assessors Parcel # 303-09-013H and 303-19-041
23. Legal description: Long Legal
24. \_\_\_\_\_
25. \_\_\_\_\_
26. which includes, at no additional cost to Buyer, all fixtures and improvements thereon, as well as the following items, if any, owned by
27. Seller and presently located on or in the real property: electrical distribution systems (power panels, ducting, conduits, disconnects),
28. lighting fixtures, computer wiring, telephone distribution systems (lines, jacks and connections), heating, ventilation and air conditioning
29. equipment, evaporative coolers, air lines, carpets, window coverings, wall coverings, security and fire detection systems/alarms, and
30. All equipment, backhoe, bobcat and accessories, all items pertaining to business
31. \_\_\_\_\_
32. (collectively the "Property"). All fixtures and improvements shall be free of liens and encumbrances unless otherwise specified.
33. Leased Equipment NOT Included: \_\_\_\_\_
34. Personal Property Included: \_\_\_\_\_
35. Personal property shall be transferred in AS-IS CONDITION, FREE AND CLEAR OF ANY LIENS AND ENCUMBRANCES, and SELLER
36. MAKES NO WARRANTY of any kind, expressed or implied (including, without limitation, ANY WARRANTY OF MERCHANTABILITY).
37. Addenda Incorporated:  Schedule of personal property  Lead-Based Paint Disclosure  Other \_\_\_\_\_
38. \$ 280,000.00 Full Purchase Price, paid as outlined below. Buyer acknowledges that failure to have funds deposited as
39. required to close escrow on the date specified herein shall constitute a material breach of Contract.
40. \$ 5,000.00 Earnest Money To be deposited within 48 hours of acceptance
41. \$ 55,000.00 Additional Earnest Money cash down on or before close of escrow
42. \$ 220,000.00 To be carried by Gerald Lenzion @ 7% amortized over 15 years
43. Caroll Powell to carry @ 7% amortized over 9 years
44. \_\_\_\_\_

initials: [Signature] SELLER SELLER ©AAR Form CPC 5/03 K Initials: [Signature] BUYER BUYER

45. Escrow: This Contract shall be used as escrow instructions. The Escrow Company employed by the parties to carry out the terms of this Contract shall be:

Pioneer Title  
(ESCROW COMPANY)

(CONTACT PERSON)

(ADDRESS)

(928) 474-3235  
(TELEPHONE)

(FAX)

(E-MAIL)

49. Opening of Escrow: The term "Opening of Escrow" shall mean the date when a fully executed Contract and the Earnest Money have been delivered to Escrow Company. Escrow Company shall immediately notify Buyer, Seller and Broker(s) in writing of the date of Opening of Escrow.

52. Close of Escrow: Seller and Buyer shall comply with all terms and conditions of this Contract and Close Escrow

54. but in no event later than 06/30/2006 Any other closing date requires the written mutual agreement of Seller and Buyer

55. Seller and Buyer hereby agree that the Close of Escrow shall be defined as recordation of the deed and any other documents required to complete the transaction. The parties expressly agree that the failure of any party to comply with the terms and conditions of this Contract by the scheduled Close of Escrow shall constitute a material breach of this Contract.

58. Possession and Keys: Possession and occupancy of the Property shall be delivered to Buyer at Close of Escrow, or  subject to the rights of tenants under existing leases. Seller shall provide keys and/or means to operate all locks, mailboxes, security system/alarms, access to all common area facilities and

**DUE DILIGENCE AND INSPECTIONS**

62. Due Diligence: Buyer's due diligence and inspection period shall be thirty (30) days or  days after Opening of Escrow ("Due Diligence Period"). During the Due Diligence Period, Buyer shall satisfy itself with respect to the physical condition of the Property, the condition of title to the Property and as to the feasibility and suitability of the Property for Buyer's intended purpose. REFER TO LINES 66-85 FOR IMPORTANT TERMS.

66. Buyer Disapproval: If prior to the expiration of the Due Diligence Period or as otherwise provided herein, Buyer, in Buyer's sole discretion, disapproves of the Property, Buyer shall:

68. (a) immediately cancel this Contract pursuant to Lines 309-313 without further written consent of the parties, in which event all Earnest Money shall be returned to Buyer; or

70. (b) deliver to the Seller written notice of the items disapproved and provide Seller an opportunity to correct the items.

71. If Buyer elects option (b), Seller shall respond in writing within five (5) days or  days after delivery to Seller of Buyer's notice of items disapproved. If Seller is unwilling or unable to agree to correct any of the items disapproved by Buyer, including making any repairs in a workmanlike manner, Buyer may either:

74. (a) cancel this Contract within five (5) days after receipt of Seller's response or after expiration of the time period for Seller's response, whichever occurs first, in which case all Earnest Money shall be returned to Buyer; or

76. (b) proceed with the transaction, in which case Seller is not obligated to correct those items Seller has not agreed to correct in writing.

78. If Buyer cancels this Contract, Buyer shall return all documents provided by the Seller and provide Seller with copies of all reports or studies generated by Buyer, provided, however, that Buyer shall not be required to deliver any such report or study if the written contract that Buyer entered into with the consultant who prepared such report or study specifically forbids the dissemination of the report or study to others.

82. BUYER'S FAILURE TO GIVE WRITTEN NOTICE OF CANCELLATION OF THIS CONTRACT OR DISAPPROVAL OF ITEMS WITHIN THE SPECIFIED TIME PERIODS SHALL CONCLUSIVELY BE DEEMED BUYER'S ELECTION TO PROCEED WITH THE TRANSACTION WITHOUT CORRECTION OF ANY DISAPPROVED ITEMS THAT SELLER HAS NOT AGREED IN WRITING TO CORRECT.

36. Inspections: During the Due Diligence Period, Buyer shall have the right, at Buyer's expense, to select an inspector(s), and to make economic, environmental and physical "inspections" (including tests, surveys, and other studies) of the Property, including but not limited to square footage, wood infestation, roof, designated flood hazard areas, structural, plumbing (such as galvanized or polybutylene pipes), sewer/septic, well, heating, air conditioning, electrical and mechanical systems, built-in appliances, soil, foundation, pool/spa and related equipment, cost of compliance with swimming pool regulations, possible environmental hazards (such as asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, methamphetamine, LSD, ecstasy, hazardous waste, other substances, materials or products, and/or location in a federal or state Superfund area), water damage, mold, conditions conducive to mold, geologic conditions, location of property lines, water/utility use restrictions and fees for services such as garbage, water/utility or fire protection, sign usage, zoning regulations, variances, use permits, and compliance with Americans with Disabilities Act. If the presence of sex offenders in the vicinity of the Property or the occurrence of a disease, natural death, suicide, homicide or other crime on or in the vicinity of the Property is a material matter to the Buyer, it must be investigated by the Buyer during the Due Diligence Period.

Square Footage: BUYER IS AWARE THAT ANY REFERENCE TO THE SQUARE FOOTAGE (OR NET ACREAGE) OF THE REAL PROPERTY (LAND) OR IMPROVEMENTS THEREON IS APPROXIMATE. IF SQUARE FOOTAGE (OR NET ACREAGE) IS A MATERIAL MATTER TO THE BUYER, IT MUST BE VERIFIED BY BUYER DURING THE DUE DILIGENCE PERIOD.

Initials: [Handwritten initials] SELLER SELLER

©AAR Form CPC 5/03 K

Initials: [Handwritten initials] BUYER BUYER



152. **Additional Seller Disclosures and Information:** Seller shall provide to Buyer the following disclosures and information pertinent  
 153. to the Property in writing within five (5) days or \_\_\_\_\_ days after Opening of Escrow: (1) any information known to Seller that may adversely  
 154. affect the Buyer's use of the Property, (2) any known pending special assessments, association fees, claims, or litigation, (3) copies of covenants  
 155. conditions, and restrictions, articles of incorporation; by-laws; other governing documents; and any other documents required by law, (4) financial  
 156. statements, copies of current rent rolls, lists of current deposits, personal property lists, copies of leases, rental agreements, service contracts, (5)  
 157. copy of the most recent survey, if available, and (6) any and all other agreements, documents, studies, or reports relating to the Property in Seller's  
 158. possession or control provided, however, that Seller shall not be required to deliver any report or study if the written contract that Seller entered into  
 159. with the consultant who prepared such report or study specifically forbids the dissemination of the report to others. The Buyer shall provide written  
 160. notice to Seller prior to the expiration of the Due Diligence Period of any items disapproved. REFER TO LINES 66-85 FOR IMPORTANT TERMS.  
 161. Seller shall deliver all original documents and estoppel certificates executed by all tenants to Buyer at Close of Escrow.

162. **No Seller or Tenant Bankruptcy, Probate or Insolvency Proceedings.** Seller has no notice or knowledge that any tenant on the  
 163. Property is the subject of a bankruptcy, probate or insolvency proceeding. Further, Seller is not the subject of a bankruptcy, insolvency  
 164. or probate proceeding.

165. **Seller's Notice of Violations:** Seller represents that Seller has no knowledge of any notice of violations of City, County, State, or  
 166. Federal building, zoning, fire, or health laws, codes, statutes, ordinances, regulations, or rules filed or issued regarding the  
 167. Property. If Seller receives notice of violations of any of the aforementioned prior to Close of Escrow, Seller shall immediately  
 168. notify Buyer in writing. Buyer shall have five (5) days after receipt of such notice to provide written notice to Seller of any items  
 169. disapproved. REFER TO LINES 66-85 FOR IMPORTANT TERMS.

170. **DISCLOSURES FOR PROPERTY USED FOR RESIDENTIAL PURPOSES**

171. (If Property is not used for residential purposes, GO TO LINE 194.)

172. **Notice to Buyer of Swimming Pool Barrier Regulations (Initials Required):** The State of Arizona has swimming pool barrier regulations that  
 173. are outlined in the Arizona Department of Health Services Private Pool Safety Notice. The county or municipality in which the Property is located  
 174. may have different swimming pool barrier regulations than the state. During the Due Diligence Period, Buyer agrees to investigate all applic-  
 175. able state, county, and municipal swimming pool barrier regulations and, unless disapproved prior to the expiration of the Due Diligence Period,  
 176. agrees to comply with and pay all costs of compliance with said regulations. BUYER'S INITIALS ACKNOWLEDGE 1) EXISTENCE OF  
 177. SWIMMING POOL BARRIER REGULATIONS and 2) If this Property contains a swimming pool, RECEIPT OF THE ARIZONA  
 178. DEPARTMENT OF HEALTH SERVICES APPROVED PRIVATE POOL SAFETY NOTICE AS REQUIRED BY A.R.S. §36-1681 (E).

179. (BUYER'S INITIALS REQUIRED)                                            
 BUYER BUYER

180. **Lead-Based Paint Disclosure (Initials Required):** If the Property was built prior to 1978, Seller shall: (1) notify the Buyer of any  
 181. known lead-based paint or lead-based paint hazards in or on the Property; (2) provide the Buyer with any lead-based paint risk  
 182. assessments or inspections of the Property in the Seller's possession; (3) provide the Buyer with the Disclosure of Information on  
 183. Lead-based Paint and Lead-Based Paint Hazards, and any reports, records, pamphlets, and/or other materials referenced therein;  
 184. including the pamphlet "Protect Your Family from Lead in Your Home" (collectively "Lead-Based Paint Information").

185.  Lead-Based Paint Information was provided prior to Contract acceptance and Buyer acknowledges the opportunity to conduct lead-  
 186. based paint risk assessments or inspections during Due Diligence Period.

187.  Seller shall provide the Lead-Based Paint Information to Buyer within five (5) days after Opening of Escrow. Buyer may within  
 188. ten (10) days or  \_\_\_\_\_ days after receipt of the Lead-Based Paint Information conduct or obtain a risk assessment or  
 189. inspection of the Property for the presence of lead-based paint or lead based-paint hazards ("Assessment Period"); Buyer may  
 190. within five (5) days after receipt of the Lead-Based Paint Information or five (5) days after expiration of the Assessment Period  
 191. cancel this Contract in Buyer's sole discretion by delivering written notice of cancellation to Seller Pursuant to Lines 309-313.

192. **Prior to 1978: If Property was constructed prior to 1978, BUYER'S INITIALS REQUIRED**

                                           
 BUYER BUYER  
                                           
 BUYER BUYER

193. **1978 or Later: If Property was constructed in 1978 or later, BUYER'S INITIALS REQUIRED**

194. **IF THIS IS AN ALL CASH SALE, GO TO LINE 209.**  
**FINANCING**

195. (If financing is to be other than new financing, see attached addendum.)

196. This sale  is  is not contingent upon Buyer obtaining a satisfactory financing commitment within Financing  
 197. Commitment Contingency Period. (If sale is not contingent on a financing commitment, go to line 209.)

198. **Financing Commitment Contingency Period:** If the sale is contingent upon Buyer obtaining a satisfactory financing commitment, Buyer  
 199. shall have thirty (30) days or  \_\_\_\_\_ days after the Opening of Escrow ("Financing Commitment Contingency Period") to obtain a financing  
 200. commitment satisfactory to Buyer in Buyer's sole discretion, for a loan to purchase the Property or Buyer may cancel this Contract pursuant to  
 201. Lines 309-313 and receive a refund of the Earnest Money. **PRIOR TO THE EXPIRATION OF THE FINANCING COMMITMENT**  
 202. **CONTINGENCY PERIOD, BUYER SHALL DELIVER TO SELLER AND ESCROW COMPANY WRITTEN NOTICE THAT BUYER HAS**  
 203. **NOT RECEIVED SUCH SATISFACTORY FINANCING COMMITMENT OR BUYER SHALL BE DEEMED TO HAVE WAIVED THE**  
 204. **FINANCING COMMITMENT CONTINGENCY AND ANY RIGHT TO CANCEL DUE TO FINANCING.**

205. **Financing Application:** Within ten (10) days after the Opening of Escrow, Buyer shall submit a formal loan application to a lender of  
 206. Buyer's choice. Buyer and Seller shall promptly provide to such lender all materials and documents lender deems appropriate to  
 207. facilitate such lender's processing of such loan application. Buyer agrees to pay such fees as required by the lender and all other  
 208. financing costs. Buyer authorizes the lender to provide financing status updates to Broker(s).

Initials:                                           ©AAR Form CPC 5/03 K Initials:                                            
 SELLER SELLER BUYER BUYER



**TITLE AND ESCROW**

209. **Title and Vesting:** Taking title may have significant legal, estate planning and tax consequences. Buyer should obtain  
 210. legal and tax advice.
211. Buyer will take title as **determined before Close of Escrow** or  Other: \_\_\_\_\_
212. **Title Commitment and Title Insurance:** Buyer shall be provided at Seller's expense a Standard Owner's Title Insurance Policy show  
 213. ing the title vested in Buyer as provided in Line 211. Buyer may acquire extended coverage(s) at Buyer's own additional expense  
 214. Escrow Company is hereby instructed to obtain and distribute to Buyer and Broker(s) a Commitment for Title Insurance in sufficien  
 215. detail for the issuance of an Extended Owner's Title Insurance Policy together with complete and legible copies of all documents tha  
 216. will remain as exceptions to Buyer's policy of title insurance ("Title Commitment"), within fifteen (15) days after Opening of Escrow  
 217. Buyer shall have until the expiration of the Due Diligence Period to provide written notice to Seller of any items disapproved. Buyer shal  
 218. have five (5) days after receipt of any amendments to Title Commitment or notice of any subsequent exceptions to provide Selle  
 219. written notice of any amendment or exceptions disapproved. REFER TO LINES 66-85 FOR IMPORTANT TERMS.
220. Seller shall convey title by special warranty deed or  \_\_\_\_\_ deed
221. **Additional Instructions:** (a) If the Escrow Company is also acting as the title agency but is not the title insurer issuing the title  
 222. insurance policy, the Buyer and Seller hereby instruct the Escrow Company to deliver to the Buyer and Seller upon Opening o  
 223. Escrow a closing protection letter from the title insurer indemnifying the Buyer and Seller for any losses due to fraudulent acts or  
 224. breach of escrow instructions by the Escrow Company. (b) All documents necessary to close this transaction shall be executed  
 225. promptly by Seller and Buyer in the standard form used by Escrow Company. Escrow Company is hereby instructed to modify such  
 226. documents to the extent necessary to be consistent with this Contract. (c) All closing and escrow costs, unless otherwise stated  
 227. herein, shall be allocated equally between Seller and Buyer in accordance with local custom and applicable laws and regulations  
 228. (d) Escrow Company is hereby instructed to send to Broker(s) copies of all notices and communications directed to or from Seller or  
 229. Buyer. Escrow Company shall provide Broker(s) with access to escrowed materials and information regarding the escrow.
230. **Prorations, Expenses and Adjustments:**
231. **Taxes:** Real property taxes payable by the Seller shall be prorated through Close of Escrow, based upon the latest tax bill avail-  
 232. able. The parties agree that any discrepancy between the latest tax bill available and the actual tax bill when received shall be  
 233. handled as a Post Closing Matter and Buyer or Seller may be responsible for additional tax payments to each other.
234. **Insurance:** If Buyer takes an assignment of the existing casualty and/or liability insurance that is maintained by Seller, the current  
 235. premium shall be prorated through Close of Escrow.
236. **Rents, Interest and Expenses:** Rents; interest on existing notes, if transferred; utilities; and operating expenses shall be prorated  
 237. through Close of Escrow. The Parties agree to adjust any rents received after Close of Escrow as a Post Closing Matter.
238. **Deposits:** All deposits held by Seller pursuant to rent/lease agreement(s) shall be credited against the cash required of Buyer at  
 239. Close of Escrow or  paid to Buyer by Seller at Close of Escrow.
240. **Post Closing Matters:** The parties shall promptly adjust any item to be prorated that is not determined or determinable at Close of  
 241. Escrow as a Post Closing Matter by appropriate cash payment to the other party outside of the escrow when the amount due is  
 242. determined. Seller and Buyer agree that Escrow Company and Broker(s) are relieved of any responsibilities for said adjustments.
243. **Insurance:** Buyer shall insure that any fire, casualty, or other insurance desired by Buyer, or required by any Lender, is in place at  
 244. Close of Escrow. Buyer specifically releases Broker(s) from any obligations relating to such insurance.
245. **Assessments:** The amount of any assessment that is a lien as of the Close of Escrow, shall be:  
 246.  paid in full by Seller  prorated and assumed by Buyer  paid in full by Buyer.
247. Any assessment that becomes a lien after Close of Escrow is the Buyer's responsibility.
248. **IRS and FIRPTA Reporting:** Seller agrees to comply with IRS reporting requirements. If applicable, Seller agrees to complete,  
 249. sign, and deliver to Escrow Company a certificate indicating whether Seller is a foreign person or a non-resident alien pursuant to  
 250. the Foreign Investment in Real Property Tax Act (FIRPTA). Buyer acknowledges that if the Seller is a foreign person, the Buyer (or  
 251. Escrow Company, as directed by Buyer) must withhold a tax equal to 10% of the purchase price, unless an exemption applies.
252. **RESPA:** The Real Estate Settlement Procedures Act (RESPA) requires that no Seller of property that will be purchased with the  
 253. assistance of a federally-related mortgage financing shall require, directly or indirectly, as a condition of selling the property, that  
 254. title insurance covering the property be purchased by the Buyer from any particular title company.
255. **TAX DEFERRED EXCHANGE:** Seller and Buyer are advised to consult a professional tax advisor regarding the advisability of a  
 256. tax-deferred exchange pursuant to I.R.C. §1031 or otherwise. Seller and Buyer agree to cooperate in a tax deferred exchange pro-  
 257. vided that Close of Escrow is not delayed. All additional costs in connection with any such tax deferred exchange shall be borne  
 258. by the party requesting the exchange. The non-requesting party and Broker(s) shall be indemnified and held harmless from any  
 259. liability that may arise from participation in the tax deferred exchange.

**WARRANTIES**

260. **Seller Warranties:** Seller warrants and shall maintain and/or repair the Property so that, at the earlier of possession of the  
 261. Property or Close of Escrow, all heating, cooling, mechanical, plumbing, and electrical systems (including swimming pool and/or  
 262. spa, motors, filter systems, cleaning systems, and heater, if any), and built-in appliances will be in working condition or as  
 263. otherwise agreed in this Contract. Seller also warrants that, at the earlier of possession of the Property or Close of Escrow, the  
 264. Property shall be in substantially the same condition as on the date of the mutual execution of the Contract.
265. **Buyer Warranties:** Buyer warrants that Buyer has disclosed to Seller any information that may materially and adversely affect the  
 266. Buyer's ability to close escrow or complete the obligations of this Contract. At the earlier of the removal of all contingencies, possession  
 267. of the Property or Close of Escrow, (a) Buyer warrants to Seller that Buyer has conducted all desired independent investigations and  
 268. accepts the Property and (b) Buyer acknowledges that there will be no Seller warranty, of any kind, except as stated in Lines 260-264.

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BUYER    BUYER

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269. **Warranties that Survive Closing:** Prior to the Close of Escrow, Seller warrants that payment in full will have been made for all  
 270. rental and/or privilege taxes, labor, professional services, materials, machinery, fixtures, or tools furnished within the 150 days  
 271. immediately preceding the Close of Escrow in connection with the construction, alteration, or repair of any structure on or  
 272. improvement made to the Property. Seller warrants that the information on Lines 131-139 regarding connection to a public sewer  
 273. system, septic tank or other sanitation system is correct to Seller's knowledge. Seller warrants that Seller has disclosed to Buyer  
 274. and Broker(s) all material latent defects and any information concerning the Property known to Seller, which materially and  
 275. adversely affect the consideration to be paid by Buyer.

**REMEDIES**

276. **Remedies:** The parties agree to the remedies for breach of Contract indicated below.

277. *If Buyer is in breach: (check one)*

278.  All Rights and Remedies: Seller may cancel this Contract pursuant to Lines 309-313 and/or proceed upon any claim or  
 279. remedy that the Seller may have in law or equity.

280.  Liquidated Damages: The parties agree that it would be impracticable or extremely difficult to fix the actual damages that  
 281. Seller would suffer if Buyer fails to perform Buyer's obligations pursuant to this Contract. Therefore, if Buyer breaches this  
 282. Contract, Seller shall be entitled to the Earnest Money as Seller's sole remedy and Buyer shall be released from any further  
 283. liability to Seller. In such event, this Contract shall be cancelled and Seller shall pay any Escrow Company cancellation fees.

(INITIALS REQUIRED)

SELLER SELLER BUYER BUYER

285. *If Seller is in breach:*

286. All Rights and Remedies: Buyer may cancel this Contract pursuant to Lines 309-313, shall be entitled to the return of the  
 287. Earnest Money and/or proceed upon any claim or remedy that the Buyer may have in law or equity.

288. **Mediation:** Buyer and Seller agree to mediate any dispute or claim arising out of or relating to this Contract, any alleged breach of  
 289. this Contract, or services provided in relation to this Contract, claims for Earnest Money or representations made by the Buyer or  
 290. Seller in connection with the sale, purchase, financing, condition, or other aspect of the Property to which this Contract pertains,  
 291. including, without limitation, allegations of concealment, misrepresentation, negligence and/or fraud before resorting to court  
 292. action. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and  
 293. confidentially. Mediators cannot impose binding decisions. The parties must agree and sign an agreement before any settlement  
 294. reached at the mediation is binding. Mediation shall take place in the State of Arizona. All mediation costs shall be paid equally by  
 295. the parties to the Contract.

296. **Exclusions from Mediation:** The following matters are excluded from mediation hereunder: (a) any action brought in the Small  
 297. Claims Division of an Arizona Justice Court (up to \$2,500), so long as the matter is not thereafter transferred or removed from the  
 298. Small Claims Division; (b) judicial or nonjudicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or  
 299. agreement for sale; (c) an unlawful entry or detainer action; (d) the filing or enforcement of a mechanic's lien; or (e) any matter  
 300. that is within the jurisdiction of a probate or bankruptcy court. The filing of a judicial action to enable the recording of a notice of  
 301. pending action, or order of attachment, receivership, injunction, or other provisional remedies shall not constitute a waiver of the  
 302. obligation to mediate under this provision, nor shall it constitute a breach of the duty to mediate.

303. **Attorneys Fees and Costs:** If Buyer or Seller files suit against the other to enforce any provision of this Contract or for damages  
 304. sustained by reason of its breach, all parties prevailing in such action, on trial and appeal, shall receive their reasonable attorney's  
 305. fees and costs as awarded by the court. In addition, both Seller and Buyer agree to indemnify and hold harmless all Brokers against  
 306. all costs and expenses that any Broker may incur or sustain in connection with any lawsuit arising from this Contract and will pay  
 307. the same on demand unless the court grants judgment in such action against the party to be indemnified. Costs shall include,  
 308. without limitation, reasonable attorney's fees, expert witness fees, fees paid to investigators, and court costs.

309. **Cancellation:** Any party who wishes to cancel this Contract as provided herein or because of any material breach by another  
 310. party, and who is not in material breach except as occasioned by a material breach by the other party, may cancel this Contract  
 311. by delivering written notice of cancellation to either the breaching party or to the Escrow Company stating the basis for cancella-  
 312. tion or nature of the breach. Cancellation shall become effective immediately upon delivery of the written notice of cancellation to  
 313. either the breaching party or Escrow Company.

314. **Release of Earnest Money:** In the event of a dispute between Buyer and Seller regarding Earnest Money deposited with Escrow  
 315. Company, Buyer and Seller authorize Escrow Company to release Earnest Money pursuant to the terms and conditions of this  
 316. Contract. Buyer and Seller specifically authorize Escrow Company to act in its sole and absolute discretion in the release of  
 317. Earnest Money. Buyer and Seller agree to hold harmless and indemnify Escrow Company against any claim, action or lawsuit of  
 318. any kind, and from any loss, judgment, or expense, including costs and reasonable attorneys' fees, arising from or relating in any  
 319. way to the release of Earnest Money.

320. **Recommendations:** If any Broker recommends a builder, contractor, inspector, vendor or any other person or entity to Seller or Buyer  
 321. for any purpose, such recommendation shall be independently investigated and evaluated by Seller or Buyer, who hereby acknowl-  
 322. edge that any decision to enter into any contractual arrangements with any such person or entity recommended by any Broker will be  
 323. based solely upon such independent investigation and evaluation. Seller and Buyer understand that said contractual arrangement may  
 324. result in a commission or fee to Broker, which shall be disclosed in writing to the Seller and Buyer as required by law.

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 BUYER BUYER



ADDITIONAL TERMS

- 325. This offer contingent upon Powell and Lenzion to carry back.
- 326. \_\_\_\_\_
- 327. This offer contingent upon Arizona Corporation Commission approval, if non- approval all monies t
- 328. be refunded to buyer.
- 329. \_\_\_\_\_
- 330. \_\_\_\_\_
- 331. Caroll Powell to carry back \$81,000 on APN # 303-09-013H Christopher Creek Water
- 332. \_\_\_\_\_
- 333. Gerald Lenzion to carry back \$139,000 on APN # 303-19-041 Gardner Water and APN # 303-09-013H
- 334. partial carry back for Christopher Creek Water
- 335. \_\_\_\_\_
- 336. Seller to carry @ 7% amortized over 15 years. A pre-pay penalty of 7% to be applied on balance du
- 337. if Buyer pays off note prior to 10 years.
- 338. \_\_\_\_\_
- 339. Buyer is a licensed RE agent in Arizona.
- 340. \_\_\_\_\_
- 341. All payments to be made to Pioneer Title for disbursement.
- 342. \_\_\_\_\_
- 343. Seller to consult for 1 year at no cost to buyer
- 344. \_\_\_\_\_
- 345. Seller to provide a list of items pertaining to the business.
- 346. \_\_\_\_\_
- 347. \_\_\_\_\_
- 348. \_\_\_\_\_
- 349. \_\_\_\_\_

350. **Risk of Loss:** If there is any loss or damage to the Property between the date of mutual execution of this Contract and the Close o

351. Escrow or possession of the Property, whichever is earlier, by reason of fire, vandalism, flood, earthquake or act of God, the risk of los

352. shall be borne by the Seller, provided, however, that if the cost of repairing such loss or damage would exceed ten percent (10%) o

353. the purchase price, either Seller or Buyer may elect to cancel the Contract by written notice pursuant to lines 309-313.

354. **Permission:** Buyer and Seller grant Broker(s) permission to advise the public of the existence of this Contract.

355. **Arizona Law:** This Contract shall be governed by Arizona law and jurisdiction is exclusively conferred on the State of Arizona.

356. **Time is of the essence:** The parties acknowledge that time is of the essence in performance of the obligations described herein.

357. **Broker's Fee:** Buyer and Seller each represent and warrant to the other that he/she/it has had no dealings with any person, firm

358. broker or finder in connection with the negotiation of this Contract and/or the consummation of the purchase and sale

359. contemplated herein, other than the Broker(s) named herein, and no Broker or other person, firm or entity, other than said

360. Broker(s) is/are entitled to any commission or finder's fee in connection with this transaction as the result of any dealings or acts

361. of either Buyer or Seller. Buyer and Seller do each hereby agree to indemnify, defend, protect and hold the other harmless from

362. and against any costs, expenses or liability for compensation, commission or charges that may be claimed by any broker, finde

363. or other similar party, other than said named Broker(s) by reason of any dealings or act of the indemnifying party.

364. **Compensation:** Seller and Buyer acknowledge that Broker(s) shall be compensated for services rendered as previously agreec

365. by separate written agreement(s). Any separate written agreement(s) shall be delivered to Escrow Company for payment at Close

366. of Escrow, if not previously paid, and shall constitute an irrevocable assignment of Seller's proceeds at Close of Escrow and/or

367. payment shall be collected from Buyer as a condition to Close, as applicable. If any Broker hires an attorney to enforce the

368. collection of the brokerage fee payable pursuant to this Contract and is successful in collecting some or all of such brokerage fee,

369. the party(ies) responsible for paying such brokerage fee agree(s) to pay such Broker's costs including, but not limited to:

370. reasonable attorneys' fees, expert witness fees, fees paid to investigators, and court costs. **COMMISSIONS PAYABLE FOR THE**

371. **SALE, LEASING, OR MANAGEMENT OF PROPERTY ARE NOT SET BY ANY BOARD OR ASSOCIATION OF REALTORS®**

372. **OR MULTIPLE LISTING SERVICE, OR IN ANY MANNER OTHER THAN BETWEEN THE BROKER AND CLIENT. THE**

373. **SELLER AND THE BUYER ACKNOWLEDGE THAT THE BROKER(S) REFERENCED HEREIN ARE THIRD-PARTY**

374. **BENEFICIARIES OF THIS CONTRACT.**

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375. **Additional Compensation:** The Real Estate Settlement Procedures Act ("RESPA") prohibits the paying or receiving of any fee  
376. kickback, or thing of value for the referral of any business related to settlement or closing of a federally regulated mortgage  
377. financing, including, but not limited to, any services related to the origination, processing, or funding of a federally regulated mort  
378. gage financing, and includes settlement related business. RESPA does not prohibit fees, salaries, compensation, or other payment  
379. for services actually performed. If any Broker performs any such services for a fee, Seller and Buyer consent to the payment of this  
380. additional compensation as follows: \_\_\_\_\_

381. \_\_\_\_\_  
382. \_\_\_\_\_

383. **Subsequent Offers:** Buyer acknowledges that Seller has the right to accept subsequent offers until Close of Escrow. Seller  
384. understands that any subsequent offer accepted by the Seller must be a backup offer, namely, contingent on the cancellation of  
385. this Contract.

386. **Entire Agreement:** This Contract, and any addenda and attachments, shall constitute the entire agreement between Seller and  
387. Buyer, and shall supersede any other written or oral agreements between Seller and Buyer. This Contract, including any exten  
388. sions of any time periods referenced herein, can be modified only by a writing signed by Seller and Buyer. A fully executed fac  
389. simile copy of the entire Contract shall be treated as an original Contract. This Contract and any other documents required by this  
390. Contract may be executed and delivered by facsimile and in any number of counterparts, which shall become effective upon  
391. delivery as provided for herein. All counterparts shall be deemed to constitute one instrument, and each counterpart shall be  
392. deemed an original. The failure to initial any page of this Contract shall not affect the validity or terms of this Contract. All  
393. references to days in this Contract shall be construed as calendar days.

394. **Assignment:** Except in the event of a tax-deferred exchange, Buyer shall not assign this Contract without the prior written  
395. consent of Seller. Any such assignment shall not release Buyer from Buyer's obligations under this Contract.

396. **Release of Brokers: SELLER AND BUYER HEREBY ACKNOWLEDGE THAT THEY HAVE BEEN AND ARE NOW ADVISED**  
397. **BY THE BROKER(S) TO CONSULT AND RETAIN THEIR OWN EXPERTS TO ADVISE AND REPRESENT THEM**  
398. **CONCERNING THE LEGAL AND INCOME TAX EFFECTS OF THIS CONTRACT, AND THE CONDITION OF THE**  
399. **PROPERTY. SELLER AND BUYER HEREBY EXPRESSLY RELEASE, HOLD HARMLESS AND INDEMNIFY ALL**  
400. **BROKER(S) IN THIS TRANSACTION FROM ANY AND ALL LIABILITY AND RESPONSIBILITY REGARDING THE**  
401. **CONDITION, SQUARE FOOTAGE/ACREAGE, LOT LINES OR BOUNDARIES, VALUE, FINANCING, RENT ROLLS, INCOME**  
402. **AND EXPENSE PROJECTIONS OR PROFORMAS, ENVIRONMENTAL CONDITIONS, SANITATION SYSTEMS, ROOF CON-**  
403. **DITION, WOOD INFESTATION AND WOOD INFESTATION REPORT, COMPLIANCE WITH BUILDING CODES, ZONING OR**  
404. **OTHER GOVERNMENTAL REGULATIONS, OR ANY OTHER MATERIAL MATTERS RELATING TO THE PROPERTY.**

405. (INITIALS REQUIRED) RD BUYER RD BUYER RD SELLER RD SELLER

406. **Time for Acceptance:** This is an offer to purchase the Property. Unless acceptance is signed by Seller and a signed copy delivered in  
407. person, by private or United States mail, or facsimile, and received by Buyer or by Broker named on Lines 17-18 by:  
408. April 24, 2006 at 5:00 AM/PM, Mountain Standard Time, or unless this offer to purchase has been  
409. previously withdrawn in writing by Buyer, this offer to purchase shall be deemed withdrawn and the Buyer's Earnest Money  
410. shall be returned.

411. **THIS CONTRACT CONTAINS NINE (9) PAGES EXCLUSIVE OF ANY ADDENDA AND ATTACHMENTS. PLEASE ENSURE THAT**  
412. **YOU HAVE RECEIVED AND READ ALL NINE (9) PAGES OF THIS OFFER AS WELL AS ANY ADDENDA AND ATTACHMENTS.**

413. The undersigned agree to purchase the Property on the terms and conditions herein stated and acknowledge receipt of  
414. a copy hereof.

415. [Signature] BUYER 4-27-06 MO/DA/YR [Signature] BUYER 4/27/06 MO/DA/YR

416. **Utility Systems L.L.C.** BUYER NAME PRINTED Dianne Daniels BUYER NAME PRINTED

417. By: \_\_\_\_\_

418. Its: \_\_\_\_\_

419. ADDRESS \_\_\_\_\_ ADDRESS \_\_\_\_\_

420. CITY, STATE, ZIP CODE \_\_\_\_\_ CITY, STATE, ZIP CODE \_\_\_\_\_

421. Broker: Rim Valley Mountain Properties (COMPANY NAME) \_\_\_\_\_ (LICENSEE)

422. \_\_\_\_\_ (ADDRESS) \_\_\_\_\_ (TELEPHONE) \_\_\_\_\_ (FAX) \_\_\_\_\_ (E-MAIL)

Initials: RD SELLER RD SELLER ©AAR Form CPC 5/03 K Initials: RD BUYER RD BUYER

ACCEPTANCE

423. Agency Confirmation: The following agency relationship(s) is hereby confirmed for this transaction:

424. Listing Broker: \_\_\_\_\_  
(PRINT SALESPERSON'S NAME AND AGENCY CODE) (PRINT FIRM NAME AND OFFICE CODE) (TELEPHONE)

425. Is the agent of (check one):  the Seller exclusively; or  both the Buyer and Seller

426. Seller Receipt of Copy: The undersigned acknowledge receipt of a copy hereof and grant permission to Broker named  
427. on Lines 17-18 to deliver a copy to Buyer.

428.  Counter Offer is attached, and is incorporated herein by reference. Seller must sign both the Contract and the  
429.  Counter Offer. If there is a conflict between this Contract and the Counter Offer, the provisions of the Counter  
430. Offer shall be controlling.

431. The undersigned agree to sell the Property on the terms and conditions herein stated.

432. [Signature] 4/29/04 Nancy F. Lombardi 4/29/04  
SELLER MO/DA/YR SELLER MO/DA/YR  
433. Gerald Hendrick Nancy F. Lombardi  
SELLER'S NAME PRINTED SELLER'S NAME PRINTED

434. By: \_\_\_\_\_

435. Its: \_\_\_\_\_

436. \_\_\_\_\_  
ADDRESS ADDRESS

437. \_\_\_\_\_  
CITY, STATE, ZIP CODE CITY, STATE, ZIP CODE

438. Broker: \_\_\_\_\_  
(COMPANY NAME) (LICENSEE)

439. \_\_\_\_\_  
(ADDRESS) (TELEPHONE) (FAX) (E-MAIL)

ACCEPTANCE BY ESCROW COMPANY

440. Date of Opening of Escrow: \_\_\_\_\_

441. The provisions of this Contract are hereby acknowledged and agreed to.

442. Escrow Company: Pioneer Title

443. By: \_\_\_\_\_

444. Its: \_\_\_\_\_

For Broker Use Only Brokerage File/Log No. \_\_\_\_\_ Manager's Initials \_\_\_\_\_ Broker's Initials \_\_\_\_\_ Date \_\_\_\_\_  
MO/DA/YR

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