

David M. Goodrich
 Chapter 7 Trustee
 870 Roosevelt Ave.
 Irvine, CA 92620
 Tele: (949) 709-2662
 Fax: (949) 340-9746
 trusteeedg@marshackhays.com

**UNITED STATES BANKRUPTCY COURT
 CENTRAL DISTRICT OF CALIFORNIA**

In re:
 ESCOTO CONSTRUCTION CORP.,

CASE NO.: 2:12-bk-31810-BB

Debtor(s).

NOTICE OF SALE OF ESTATE PROPERTY

Sale Date: August 7, 2013

Time: 10:00 a.m.

Location: 255 E Temple Street, Ctrm 1475, Los Angeles, California 90012-3332

Type of Sale: Public Private Last date to file objections: 07/24/2013

Description of Property to Be Sold: construction contracts, attached hereto as Exhibit A.

Terms and Conditions of Sale: Purchase price is 10% of the gross proceeds from the contracts to be assigned. No representations or warranties as is where is.

Overbid Procedure (If Any): ~~initial overbids must be at least 3% of the gross proceeds of the Contracts~~

If property is to be sold free and clear of liens or other interests, list date, time and location of hearing:

Contact Person for Potential Bidders (include name, address, telephone, fax and/or e:mail address):

David M. Goodrich, Trustee
 870 Roosevelt Avenue
 Irvine, California
 Tele: (949) 333-7777

Date: 07/09/2013

5412 Gage Ave. Bldg 6. Bell, CA 90201

Phone: (562) 261-2266 Fax: (562) 261-5352

ESTIMATE

Project: Mr. Paul.
2 New Units
16706 Dalton Ave,
Gardena, CA, 90247

Date: May 19, 2010

Estimate for: New Construction of two 2-story family residence (As Plan). The project will be executed in 2 phases.

Phase 1: Construction of the rear unit only, includes wall block, driveway and approach as specified in plan for all the property.

Phase 2: Construction of the front unit to be executed after the owner has funds refinancing the rear unit.

I. Scope of work and inclusions:

Project to build two new family residences. The project includes labor and material for:

- a. Grading (as plan).
- b. Wall block (as plan, regular block 6"x8"x16", permit paid by owner).
- c. Excavation (as plan).
- d. Foundation (as plan).
- e. Rough framing (as plan).
- f. Rough plumbing (as plan, all in ABS, not cast iron).
- g. Rough electric (as plan).
- h. Rough mechanic (as plan, Day & Night or York brand).
- i. Roof (as plan, end caps will be filled with gray concrete).
- j. Insulation (as plan).
- k. Drywall (as plan, 5/8" smooth finish).
- l. Stucco (as plan, sand finish, contractor provides option of colors, owner to choose color, Mission brand, unpainted).
- m. Rain gutters and waterproofing (as plan, aluminum).
- n. Windows and interior doors (as plan, see allowance notes).
- o. Driveway (as plan, regular gray concrete, 4" with wire mesh).
- p. Sidewalks (as plan).
- q. Approach (as plan, permit paid by owner).
- r. Landscaping (as plan, Marathon grass and Toro irrigation system).
- s. All the following finishes. For items marked with ** please see allowances list.
 - Paint (2 colors, Swiss coffee in walls and ceilings, doors and finishes in white).
 - Ceramic tile in kitchen, bathrooms floors, and bathrooms walls (6' high). **
 - Carpet in bedrooms, upstairs halls and center of stairs. **
 - Laminated 11mm floor in dining room, living room, entry area. **
 - Kitchen and bathroom cabinets. Clear-oak finish, panel doors, maximum height of 9'6".
 - Granite countertops, contractor provides options to owner. **
 - Electric Fixtures (lamps, recessed lights, outlets, TV outlets, phone outlets, door bell, smoke detectors, exhaust fan, fan lights, switch and outlets covers.). Electrical finishes and distribution is based on plans. Any additional light requires change order.
 - Plumbing fixtures (bath tubs, shower trim and valve, faucets, bath sinks and faucets, kitchen sink and faucet, towel holders, paper holders, garbage disposal). **
 - Mirror closet doors. **
 - Shower glass doors. **

P. 1.

5412 Gage Ave. Bldg 6. Bell, CA 90201

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- Finish carpentry (Entry door **, interior doors six panel hollow core**, locks**, poplar stairs hand rail, , poplar wood in sides of stairs, MDF crown molding 6", MDF base board 6", MDF casing 2 1/2", MDF closet shelves).
- Garage door, non-insulated, 25 Gauge with automatic door opener. **

t. All the required progress inspections and final release based in plans, contract specifications and procedures specified by construction and city rules.

II. Exclusions.

- a. Temporary power pole installation and energy cost.
- b. Temporary water meter and water cost.
- c. Steel material and installation.
- d. Any color or stamped in concrete areas (driveway, sidewalks).
- e. Appliances and Installation.
- f. Gates.
- g. Fences.
- h. Compaction.
- i. Soffits.
- j. Boundary survey, soil test.
- k. Utility trenching outside of property.
- l. Any type of permit processing and fee (approach and wall block permits excluded too).
- m. Intercom, alarm; wire stereo; vacuum system.
- n. Lighting at landscape areas.
- o. Utilities connection to public services (we are responsible only for all utilities inside of the property, any connection required out of the property excluded).
- p. Any fee regarding permits or services for utilities connection from the gas company, the electricity company, the water company or the sewer company.
- q. Any solar energy system
- r. Any other thing not specified above and not indicated in plans.

III. Notes.

- This proposal to become part of any "contract and condition and noted conditions above." Any changes to proposal must be accepted and acknowledged in writing by Escoto Construction Corp.
- Estimate based in plans. If any change is required by owner or city inspector we will propose a change order (change depth of footings, change type or quality in finishes, etc.).
- Escoto Construction is not responsible to finish the project if there are not enough funds to do each phase as specified in the contract.
- Any delay in construction that is cause by owner will be considered change of order. Owner will be responsible to pay all fees.
- For all the finishes, the contractor will provide options to owner (except if the plan requires different finishes). If not specified on estimate: Quantity, Design and Style to be chosen by Escoto Construction and verified with owner.
- Any change in quality of finish material requires change order.

P-1.

5412 Gage Ave. Bldg 6. Bell, CA 90201

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IV. Allowances list (material only, if includes labor will be indicated)

Description	Allowance	Unit of Measure
• Ceramic Tile (material)	\$ 1.50	SF.
• Carpet	\$ 15.00	SY (labor and material).
• Laminated floor	\$ 1.15	SF.
• Granite countertops	\$ 35.00	SF (labor and material).
• Ceiling lamp, wall mounted light	\$ 50.00	EA.
• Fan light	\$ 70.00	EA.
• Smoke detector	\$ 20.00	EA.
• Exhaust fan	\$ 60.00	EA.
• TV outlet, phone, switch and outlet cover	\$ 1.00	EA.
• GFI (white)	\$ 12.00	EA.
• Recessed light ring and light	\$ 5.00	SET.
• Bath tub	\$250.00	EA.
• Shower valve & Trim	\$100.00	EA.
• Bath tub faucet	\$100.00	EA.
• Jacuzzi (white)	\$1000.00	EA.
• Jacuzzi faucet	\$160.00	EA.
• Bath sink with faucet	\$100.00	EA.
• Bath Accessories (Medicine Cabinet, Towel Holders, paper holders)	\$100.00	SET.
• Kitchen sink and Faucet	\$450.00	SET.
• Trash disposal	\$ 80.00	EA.
• Shower glass door (bath tubs)	\$300.00	EA.
• Shower glass door (shower)	\$350.00	EA.
• Closet mirror doors	\$200.00	EA.
• Toilette (white)	\$100.00	EA.
• Garage door	\$1,000.00	EA.
• Windows	\$270.00	EA (average).
• Sliding door	\$700.00	EA.
• Foam (no precast – painted)	\$1,000.00	Total
• Entry door with hardware	\$900.00	SET.
• Interior door with casing and hw (1 3/8")	\$100.00	SET.
• Fireplace	\$900.00	EA.
• Water heater	\$900.00	EA.

V. Price and Payments Schedule:

- a. Total estimated cost for this project is **\$390,000.**
- b. Payments schedule based in progress. Contractor will provide a breakdown of the project costs.

P.1
05/25/10

GENERAL CONTRACTOR
Escoto
Construction Corp.



PRIME BUILDING CONTRACT
(Not to be used for Residential Remodeling or Swimming Pools)

AGREEMENT WITH:

PAUL IFEDIBA
(Owner's Name)
16706 DALTON AVE
(Owner's Home Address)
GARDENA, CA, 90250
(City, State & Zip)

(Owner's Telephone - FAX)

16706 DALTON AVE
(Project Name, if any)
GARDENA, CA, 90247
(Project Address/Location)
(City, State & Zip)

CONSTRUCTION LENDER: Name and address of construction fund holder OWNER FUNDS

(Name and Branch Address of Bank, Savings and Loan Assn., Escrow Agent, Joint Control or Other)
DESCRIPTION OF PROJECT (according to the plans and specifications, including materials to be used or installed):
Contractor shall furnish all labor, materials and equipment to perform in a workmanlike manner:
Build two single 2-story family detached units (A, B) according to the approved plans.

******PLEASE SEE AND SIGN ATTACHED PROPOSAL FOR DETAILS ABOUT INCLUSIONS, EXCLUSIONS AND NOTES**

Work will commence approximately on or about 1 week
(Approximate Start Date)

TIME FOR COMPLETION: The work to be performed by Contractor pursuant to this Agreement shall be substantially completed within _____ (_____) days or approximately on _____
(Date)

PAYMENT: Owner agrees to pay Contractor a total cash price of \$ 390,000.00
(Total Contract Price)

Down Payment (if any) \$ 1,000

Payment Installments as Follows:

PLEASE SEE ATTACHED PROPOSAL

INTEREST: Overdue payments will bear interest at the rate of 1-1/2% per month.
Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to any structural defects must be riled within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826, 1-800-321-2752.

You, the buyer, have the right to require the contractor to have a payment and performance bond. However, the contractor can require you to pay for that bond.

NOTICE TO OWNER: IF YOU AGREE TO ARBITRATION, REVIEW THE "ARBITRATION OF DISPUTES" SECTION ON THE REVERSE SIDE OF THIS PAGE (PROVISION 13) AND PLACE YOUR INITIALS ON EACH COPY OF THIS CONTRACT.

OWNER: X [Signature] 05/25/10 FIRM NAME: Martin Escoto
(Owner's Sign Here) (Date) (Contractor's Firm Name)
OWNER: X [Signature] X [Signature] 5-20-2010
(If More Than One Owner, Sign Here) (Date) (Contractor or Contractor's Authorized Agent, Sign Here) (Date)

TERMS AND CONDITIONS: The terms and conditions on the reverse side are expressly incorporated into this Agreement.

Main Document Page 7 of 31
TERMS AND CONDITIONS

1. Changes in the Work. 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 Contract Change Order has been signed by both the Owner and the Contractor. The change in the Contract Price caused by such Contract Change Order shall be as agreed to in writing, or if the parties are not in agreement as to the change in Contract Price, the Contractor's actual cost of all labor, equipment, subcontracts and materials, plus a contractor's fee of 20% shall be the change in Contract Price. The Change Order may also increase the time within which the contract is to be completed.

Contractor shall promptly notify the Owner of (a) latent physical conditions at the site differing materially from those indicated in the 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 the Owner as added work.

2. Owner's Responsibilities. Owner agrees to allow and provide Contractor and his/her equipment access to the property.

3. Delays. Contractor agrees to start and diligently pursue work through to completion, but shall not be responsible for delays for any of the following reasons: failure of the issuance of all necessary building permits within a reasonable length of time, funding of loans, disbursement of funds into control or escrow, acts of neglect or omission of Owner or Owner's employees or Owner's agent, acts of God, stormy or inclement weather, strikes, lockouts, boycotts or other labor union activities, extra work ordered by Owner, acts of public enemy, riots or civil commotion, inability to secure material through regular recognized channels, imposition of Government priority or allocation of materials, failure of Owner to make payments when due, or delays caused by inspection or changes ordered by the inspectors of authorized Governmental bodies, or for acts of other contractors, or holidays, or other causes beyond Contractor's reasonable control.

4. Subcontracts. The Contractor may subcontract portions of this work to properly licensed and qualified subcontractors.

5. Taxes and Assessments. Taxes and assessments of all descriptions will be paid for by Owner.

6. Insurance and Deposits. Contractor shall carry Worker's Compensation Insurance for the protection of Contractor's employees during the progress of the work. Contractor shall carry liability insurance to cover any damages to Owner's property resulting out of the acts of Contractor. Owner shall obtain and pay for insurance against injury to his own employees and persons under Owner's direction and person on the job site at Owner's invitation.

Owner shall also procure at own expense and before the commencement of work hereunder "all risk" insurance with course of construction, theft, vandalism and malicious mischief endorsements attached, the insurance to be in a sum at least equal to the contract price. The insurance will name the Contractor and its Subcontractors as additional insureds and will be written to protect Owner, Contractor and Subcontractors as their interests may appear. Should Owner fail to procure such insurance, Contractor may do so at the expense of Owner, but is not required to do so. Owner and Contractor waive rights of subrogation against each other to the extent that any loss is covered by valid and collectible insurance. If the project is destroyed or damaged by accident, disaster, or calamity, such as fire, storm, flood, landslide, subsidence or earthquake, work done by Contractor in rebuilding or restoring the project shall be paid for by the Owner as extra work.

7. Rights to Stop Work. Contractor shall have the right to stop work if any payment shall not be made, when due, to Contractor under this Agreement; Contractor may keep the work idle until all payments due are received. Failure to make payment, within five (5) days of the date due, is a material breach of this Agreement and will entitle Contractor to cease any further work.

8. Clean Up. Contractor will remove from Owner's property debris and surplus material created by his operation and leave it in a neat and broom clean condition.

9. Compliance with Laws. In connection with the performance by Contractor of his/her duties pursuant to this Agreement, Contractor shall obtain and pay for all permits and comply with all federal, state, county and local laws, ordinances and regulations.

10. Asbestos and Hazardous Waste. Unless the contract specifically calls for the removal, disturbance, or transportation of asbestos or other hazardous substances, 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 do the work himself at Contractor's option. Said work will be treated as an extra under this contract.

11. Limited Warranty. Contractor hereby warrants its work for a period of 1 years after completion against any defects in workmanship or material. This limited warranty is in lieu of any other warranty express or implied.

12. Asbestos, Lead, Mold, and other Hazardous Materials. 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. If, after, Owner is hereby informed, and hereby acknowledges, that most insurers expressly claim 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.

13. 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 AGREE TO ARBITRATION.

P-i
Owner's Initials

I AGREE TO ARBITRATION.

ME
Contractor's Initials

14. Special Provisions:

[Empty rectangular box for special provisions]

GENERAL CONTRACTOR
Escoto
Construction Corp.
5412 Gage Ave, Bldg 6
Bell, CA. 90201
(562)261-5266 Ph
(562)261-5352 Fax



Estimate Breakdown

DATE	ESTIMATE NO.
5/24/2010	2010-19

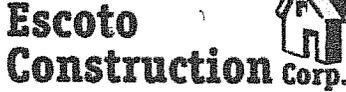
NAME / ADDRESS
Paul 16706 Dalton Ave Gardena, CA 90247

LINE	DESCRIPTION	TOTAL
1	Site Preparation - Cleaning and Demolition	2,429.00
2	Masonry-Site block wall 6' regular	7,600.00
3	Concrete Foundation, Includes Excavation, hardware, Forms and pour concrete	13,280.00
4	Rough Carpentry: Includes Lumber, Hardware and Labor	35,796.00
5	Rough Plumbing: Includes Labor, Rough Material, Jacuzzis and Bath tubs	6,800.00
6	Finish Plumbing: Includes labor and finish material (water heater, toilettes, faucets, sinks, trash disposal...)	6,578.00
7	Rough Electrical: Includes all rough material and labor, exhaust fan's and smoke detectors	6,500.00
8	Finish Electrical: Includes lamps,, switch and outlet covers, fan lights, wall mounted lights.....	3,886.00
9	HVAC	6,875.00
10	Exterior Doors and windows	7,525.00
11	Sheet Metal	800.00
12	Roofing, Includes labor and material	7,400.00
13	Insulation, waterproofing and dexotex	4,088.50
14	Fireplaces	1,300.00
15	Plaster-Drywall	9,242.82
16	Stucco: Includes lath, scratch, brown, color and foam	12,854.00
17	Gutters and Downspouts	1,439.00
18	Iron Work	1,600.00
19	Ceramic Tile	3,673.24
20	Painting	4,474.50
21	Garage Doors / Openers	1,000.00
22	Kitchen and Bathroom Cabinets and countertops	9,246.00
23	Laminated Flooring	3,311.70
24	Carpet	1,394.83
25	Finish Stairs	2,200.00
26	Finish Carpentry : Includes interior doors, crown molding, base, case, closets shelves and hardware, closet doors	6,659.93
27	Shower glass doors, medicine cabinets, bath accesories; mirrors	1,500.00
28	Site Utilities	4,358.00
29	Concrete Driveways and Curbs	6,854.35
30	Curbs/Gutters/Sidewalks/Approach	3,800.00
31	Landscaping and Irrigation	4,285.00
32	Structurall observation; height observation	900.00
33	Equipment Rentals	1,300.00
34	Pick-up Work	1,187.27
35	Cleaning and Hauling	2,000.00
36	Contingences	2,000.00
37	Supervision	11,733.36
38	Overhead	5,128.50
39	Contractors Management Fee	7,000.00

x ME P.I.

TOTAL	\$220,000.00
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GENERAL CONTRACTOR



SUBCONTRACTOR'S AGREEMENT

Between Subcontractor and General (Prime) Contractor

This Subcontract Agreement is entered into this 19 day of November, 2012, in Bell Gardens, California.

Subcontractor, ESCOTO CONSTRUCTION CORP., hereinafter called "Subcontractor" agrees to provide the following described labor, materials and construction in accordance with plans and specifications as may be referred to herein by reference, upon the following described property.

Owner: Power Tech Construction, Inc. Lender: (If there is no Lender, Put None)

7123 Telegraph Rd # 9 Montebello, CA 90640 (Owner's Business Address) (Owner's Residence Address) (Lender's Address) (City, State & Zip)

LEGAL AND COMMON DESCRIPTION OF JOBSITE: Install Floor Joists. Build new walls. Install drywall 5/8" with finish in 2nd floor and patch affected areas of 1st floor. Install t-bar in 1nd floor and 1st floor. install new 3" base board. install laminated floor in 2nd floor. Provide and install 4 windows & 4 doors.

Prime Contractor, Power Tech Construction, Inc, hereinafter called the "Contractor," agrees to pay to the Subcontractor for the satisfactory performance of the Subcontractor's work the sum of sixty-two thousand five-hundred and 00/100 dollars (\$62,500.00) in accordance with the following terms and conditions:

DESCRIPTION OF WORK: Subcontractor shall provide all labor, material, equipment, and work necessary to complete the project, in strict accordance with this subcontract and all terms and conditions hereof, as follows: ***** PLEASE SEE ATTACHED ESTIMATE FOR FULL DETAILS***** As follow the blue print

Subcontractor's work is based upon the following described plans and specifications, or other contract documents: Approved Plans

with the following specific additions or deletions:

OTHER SPECIAL PROVISIONS: Excludes: Permits fees and processing, any electric or plumbing work, any work related with AC System, any work related with steel (columns, beams,...), any work related with fire sprinkles system, any work related with interior and exterior painting, any other thing not included in this agreement or attached estimate.

Note: Time schedule was affected with delivery time for Floor Joists of 7 weeks

SCHEDULE OF PAYMENT(S): \$1,000 Down payment upon contract sign; remaining payments will be requested based in progress. ***** PLEASE SEE ATTACHED ESTIMATE FOR FULL DETAILS AND BREAKDOWN *****

and for extra work, if any, as follows: Change orders will be requested if additional work required.

This schedule of payment(s) is strictly construed and is not conditioned upon Contractor(s) first being paid by owner. Contractor's obligation to pay Subcontractor when payments are due is independent of Contractor receiving payment from owner.

TIME AND SCHEDULING WORK: Subcontractor shall not deliver any materials to the jobsite or commence work until notified to do so by Contractor. Subcontractor shall commence work within 7 days after written notice from Contractor. After Subcontractor commences work, he will then complete the work within approximately 100 working days thereafter, subject to excusable delays. Working days are defined as Monday through Friday, inclusive, holidays excluded. Scheduling of work, as provided for in this subcontract, is based on acceptable industry standards.

The subcontract provision for price and time included herein shall be void at the option of the Subcontractor, if Subcontractor is not called upon to commence work within six (6) months from the date of the signing of this contract. Should this situation arise, subcontractor is relieved of any responsibility to perform under this subcontract agreement and shall be held harmless by Contractor of any liability associated with his/her refusal to perform. Any amounts that are not paid when due shall bear interest at a rate of 1 1/2% per month until paid or the maximum rate permitted by law, whichever is higher. The Contractor's supervisor of this project shall be the designated agent for the Contractor.

SOLE AGREEMENT: This Agreement, including all terms and conditions hereof, is expressly agreed to and constitutes the entire Agreement as of this date. No other Agreement or understandings, verbal or written, expressed or implied, are a part of this Agreement unless specified herein.

IN WITNESS HEREOF the parties have accepted this Agreement the day and year first above written.

Subcontractor: ESCOTO CONSTRUCTION CORP (Subcontractor's Name)

Contractor: POWER TECH CONSTRUCTION, INC. (Contractor's Name)

6534 CLARA ST (Subcontractor's Address)

(Contractor's Address)

BELL GARDENS, CA, 90201 (City, State & Zip)

(City, State & Zip)

By: X [Signature] (Signature) 11-27-12 (Date)

By: X [Signature] (Signature) 11/27/12 (Date)

License Number: B84444

License Number:

GENERAL CONTRACTOR
Escoto Construction Corp.



PRIME BUILDING CONTRACT
(Not to be used for Residential Remodeling or Swimming Pools)

AGREEMENT WITH:

Marc Rehingold/Wayne Kaufman
(Owner's Name)
29291 Mammoth Pl.
(Owner's Home Address)
Canyon Lake, CA 92587
(City, State & Zip)
(Owner's Telephone - FAX)

29291 Mammoth Pl.
(Project Name, if any)
29291 Mammoth Pl.
(Project Address/Location)
Canyon Lake, CA 92587
(City, State & Zip)

CONSTRUCTION LENDER: Name and address of construction fund holder **OWNER FUNDS**

(Name and Branch Address of Bank, Savings and Loan Assn., Escrow Agent, Joint Control or Other)
DESCRIPTION OF PROJECT (according to the plans and specifications, including materials to be used or installed):
Contractor shall furnish all labor, materials and equipment to perform in a workmanlike manner:
Addition and remodel existing family residence (As Plan).

****PLEASE SEE AND SIGN ATTACHED PROPOSAL FOR DETAILS ABOUT INCLUSIONS, EXCLUSIONS AND NOTES

Work will commence approximately on or about **3 days after approved plans**
(Approximate Start Date)

TIME FOR COMPLETION: The work to be performed by Contractor pursuant to this Agreement shall be substantially completed within **one hundred and twenty working (120)** days or approximately on **depending of starting date**
(Date)

PAYMENT: Owner agrees to pay Contractor a total cash price of \$ **205,664**
(Total Contract Price)

Down Payment (if any) \$ **1,000**

Payment Installments as Follows:

PLEASE SEE ATTACHED PROPOSAL

INTEREST: Overdue payments will bear interest at the rate of 1-1/2% per month.
Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to any structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826, 1-800-321-2752.

You, the buyer, have the right to require the contractor to have a payment and performance bond. However, the contractor can require you to pay for that bond.

NOTICE TO OWNER: IF YOU AGREE TO ARBITRATION, REVIEW THE "ARBITRATION OF DISPUTES" SECTION ON THE REVERSE SIDE OF THIS PAGE (PROVISION 13) AND PLACE YOUR INITIALS ON EACH COPY OF THIS CONTRACT.

OWNER: X Marc Rehingold 12/5/12
(Owner's Signature) (Date)
OWNER: X _____
(If More Than One Owner, Sign Here) (Date)

FIRM NAME: Martin Escoto
(Contractor's Firm Name)
X [Signature]
(Contractor or Contractor's Authorized Agent, Sign Here) (Date)

TERMS AND CONDITIONS: The terms and conditions on the reverse side are expressly incorporated into this Agreement.

TERMS AND CONDITIONS

1. Changes in the Work. 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 Contract Change Order has been signed by both the Owner and the Contractor. The change in the Contract Price caused by such Contract Change Order shall be as agreed to in writing, or if the parties are not in agreement as to the change in Contract Price, the Contractor's actual cost of all labor, equipment, subcontracts and materials, plus a contractor's fee of 20% shall be the change in Contract Price. The Change Order may also increase the time within which the contract is to be completed.

Contractor shall promptly notify the Owner of (a) latent physical conditions at the site differing materially from those indicated in the 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 the Owner as added work.

2. Owner's Responsibilities. Owner agrees to allow and provide Contractor and his/her equipment access to the property.

3. Delays. Contractor agrees to start and diligently pursue work through to completion, but shall not be responsible for delays for any of the following reasons: failure of the issuance of all necessary building permits within a reasonable length of time, funding of loans, disbursement of funds into control or escrow, acts of neglect or omission of Owner or Owner's employees or Owner's agent, acts of God, stormy or inclement weather, strikes, lockouts, boycotts or other labor union activities, extra work ordered by Owner, acts of public enemy, riots or civil commotion, inability to secure material through regular recognized channels, imposition of Government priority or allocation of materials, failure of Owner to make payments when due, or delays caused by inspection or changes ordered by the inspectors of authorized Governmental bodies, or for acts of other contractors, or holidays, or other causes beyond Contractor's reasonable control.

4. Subcontracts. The Contractor may subcontract portions of this work to properly licensed and qualified subcontractors.

5. Taxes and Assessments. Taxes and assessments of all descriptions will be paid for by Owner.

6. Insurance and Deposits. Contractor shall carry Worker's Compensation Insurance for the protection of Contractor's employees during the progress of the work. Contractor shall carry liability insurance to cover any damages to Owner's property resulting out of the acts of Contractor. Owner shall obtain and pay for insurance against injury to his own employees and persons under Owner's direction and person on the job site at Owner's invitation.

Owner shall also procure at own expense and before the commencement of work hereunder "all risk" insurance with course of construction, theft, vandalism and malicious mischief endorsements attached, the insurance to be in a sum at least equal to the contract price. The insurance will name the Contractor and its Subcontractors as additional insureds and will be written to protect Owner, Contractor and Subcontractors as their interests may appear. Should Owner fail to procure such insurance, Contractor may do so at the expense of Owner, but is not required to do so. Owner and Contractor waive rights of subrogation against each other to the extent that any loss is covered by valid and collectible insurance. If the project is destroyed or damaged by accident, disaster, or calamity, such as fire, storm, flood, landslide, subsidence or earthquake, work done by Contractor in rebuilding or restoring the project shall be paid for by the Owner as extra work.

7. Rights to Stop Work. Contractor shall have the right to stop work if any payment shall not be made, when due, to Contractor under this Agreement; Contractor may keep the job idle until all payments due are received. Failure to make payment, within five (5) days of the date due, is a material breach of this Agreement and will entitle Contractor to cease any further work.

8. Clean Up. Contractor will remove from Owner's property debris and surplus material created by his operation and leave it in a neat and broom clean condition.

9. Compliance with Laws. In connection with the performance by Contractor of his/her duties pursuant to this Agreement, Contractor shall obtain and pay for all permits and comply with all federal, state, county and local laws, ordinances and regulations.

10. Asbestos and Hazardous Waste. Unless the contract specifically calls for the removal, disturbance, or transportation of asbestos or other hazardous substances, 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 do the work himself at Contractor's option. Said work will be treated as an extra under this contract.

11. Limited Warranty. Contractor hereby warrants its work for a period of _____ years, after completion against any defects in workmanship or material. This limited warranty is in lieu of any other warranty express or implied.

12. Asbestos, Lead, Mold, and other Hazardous Materials. 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.

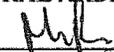
In the event that mold or microbial contamination is removed by Contractor, Owner understands and agrees that due to the unpredictable characteristics of mold and microbial contamination, Contractor shall not be responsible for any recurring incidents of mold or microbial contamination appearing in the 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. 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.

13. 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.

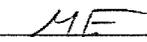
WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION.

I AGREE TO ARBITRATION.



Owner's Initials

I AGREE TO ARBITRATION.



Contractor's Initials

14. Special Provisions:

GENERAL CONTRACTOR

**Escoto
Construction Corp.**

Main Document Page 13 of 31 6534 Clara St.

Lic. # 844444

Bell Gardens, CA 90201

Phone # (562)927-1033

Fax # (562)927-1066

Date: November 28, 2012**Owner:** Marc Rehingold/Wayne Kaufman**Job Address:** 29291 Mammoth Pl.
Canyon Lake, CA 92587**Estimate for:** a) Remodel existing house (as plan).
b) Build new addition (about 271 sf.).
c) New Deck (about 110 sf.).

I.

Scope of Work and inclusions: The project includes labor and material to execute the following phases (as plan):

- o Demolition (as plan).
- o Foundation (as plan).
- o Plumbing (ABS and copper, as plan).
- o Rough electricity (as plan).
- o Rough framing (as plan, including deck).
- o Rough Mechanic (one 5-Ton AC unit and furnace, Day and Night brand, standard efficiency).
- o Insulation in exterior walls and roof ceiling areas (as plan).
- o New roof tile (as plan).
- o New stucco in addition or modified areas (sand finish final coat to contain color, only for new addition, matching existing as possible).
- o Drywall (5/8" with orange peel finish).
- o Cleaning and hauling of trash and debises generated during construction.
- o The following finish details (labor and material, please see allowances section for finishes)
 - ~ Remove and replace all windows (vinyl nail-on, medium quality).
 - ~ Installation for plumbing and electric fixtures.
 - ~ Interior paint in 3 colors (1 color for ceilings, one color for walls and white color for moldings and doors, Behr paint, 1 coat of primer and 2 coats of paint).
 - ~ Exterior paint of trim, fascia vents and pipes.
 - ~ Remove and replace exterior doors with hardware (2 sliding doors, 3 solid doors and one wood entry door, Mahogany).
 - ~ Tile floor in kitchen and bathrooms (including walls of bathtub areas, 5' high).
 - ~ Laminated flooring in family room, living room, dining room., hallway and entry foyer.
 - ~ Carpet in bedrooms and closets.
 - ~ Toilette, sinks and seat in bathrooms.
 - ~ Paper holder and towels holder in bathrooms.
 - ~ Interior hollow core doors and hardware (brush nickel).
 - ~ Wood hollow core closet doors in bedroom.
 - ~ Shelves in walking closet and closets.
 - ~ Electric fixtures (as plan).
 - ~ Crown molding (4.5" MDF), base (5" MDF), door casing (2.5" MDF) and closet shelves (MDF). All this finish only for modified areas and painted in white only.
 - ~ Custom Kitchen and bathroom cabinets, installed, in oak wood with natural finish, full extension in drawers, panel doors.

All the required progress inspections and final release based in plans, contract specifications and procedures specified by construction and city rules.

Escoto Construction Corp.

Signature: _____

CLIENT:

Signature: _____

GENERAL CONTRACTOR



Bell Gardens, CA 90201

Phone # (562)927-1033

Fax # (562)927-1066

Lic. # 844444

Date: November 28, 2012

Owner: Marc Rehingold/Wayne Kaufman

Job Address: 29291 Mammoth Pl.
Canyon Lake, CA 92587

II. The following details and finishing are not part of this estimate

- The following finish details.
 - o Appliances.
 - o Engineer fees (structural observations, height observation, surveys and any other engineering work required).
 - o Architect fees.
 - o Any type of permits, any type of city, county or school fees, any type of permit processing fee.
 - o Water heater change or addition.
 - o Floated concrete in tile installation (we will use HardieBacker).
 - o Any type of fence or wall block.
 - o Fire sprinkles system.
 - o Any type of iron work.
 - o Solar tubs and skylights.
 - o Any work in existing garage or garage door.
 - o Change main electric panel (if required, change order is required).
 - o Hardwood flooring.
 - o Any type of foam.
 - o Any landscaping work.
 - o Grading plan.
 - o Soil report.
 - o Survey report.
 - o Any type of grading and compaction if required.
 - o Any exterior concrete work (sidewalks, driveway, approach and landings).
 - o Steel material and installation (if required, we don't have structural plans).
 - o Fireplaces and mantles.
 - o Gates.
 - o Water, gas and electricity meters and any fee regarding outside utilities connection including cable and telephone (we are responsible of inside utilities until property line only).
Lighting at landscape areas.
 - o Solar panels.
 - o Anything not specified on this estimate.

III. Notes.

- a. This proposal to become part of any "contract and condition and noted conditions above." Any changes to proposal must be accepted and acknowledged in writing by Escoto Construction Corp.
- b. Any delay in construction that is cause by owner will be considered change of order. Owner will be responsible to pay all fees.
- c. We provide this estimate based in provided plans pending to finish and pending to approve. Any change in final set summated and approved need to be revised to make adjustment to estimate as required.
- d. If not specified on estimate: quantity, design and style to be chosen by Escoto Construction with authorization of owner.
- e. Please consider that we will use driveway and side walk ways due required work. We are not responsible by any damage or cracks caused due regular work of the project. (we do not know how it was built)
- f. This proposal is valid for 30 days.

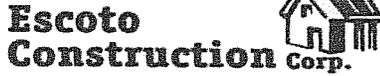
Escoto Construction Corp.

Signature: _____

CLIENT:

Signature: _____

GENERAL CONTRACTOR



Lic. # 844444

6534 Clara St.

Bell Gardens, CA 90201

Phone # (562)927-1033

Fax # (562)927-1066

Date: November 28, 2012

Owner: Marc Rehingold/Wayne Kaufman

Job Address: 29291 Mammoth Pl.
Canyon Lake, CA 92587

IV. Price and Payments Schedule:

a. Total estimated cost for this project: **\$205,664**
(TWO HUNDRED FIVE THOUSAND SIX HUNDRED SIXTY FOUR AND 00/100 DOLLAR)

b. Payment schedule:

1 \$1,000 down payment.

2 Remainder balance will be required in progress payments based in Payment schedule to be provided upon contract signed.

Note: Contractors can request to owner direct payments to some material. All payments made direct to vendors will be credited to the balance and discounted in the next scheduled payment.

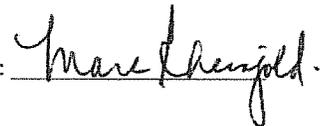
Escoto Construction Corp.

Signature: 

By: Martin Escoto

Date: _____

CLIENT:

Signature: 

By: _____

Date: _____

GENERAL CONTRACTOR

Escoto Construction Corp.



Lic. # 844444

6534 Clara St.
Bell Gardens, CA 90201
Phone # (562)927-1033
Fax # (562)927-1066

Date: November 28, 2012
Owner: Marc Rehgold/Wayne Kaufman
Job Address: 29291 Mammoth Pl.

Canyon Lake, CA 92587 **PAYMENT SCHEDULE**

LINE	DESCRIPTION	Amount
1	Down payment	1,000.00
2	10% in advance to purchase materials	
3	Permits, Special studies, Arhitect fee's, City and County Fee's (excluded)	
4	Business License Toilette (Fence and power pole excluded)	650.00
5	Survey, compaction and grading, soil tests (excluded)	
6	Demolition as plan	4,550.00
7	Concrete Foundation, Includes Excavation, hardware, Forms, pour concrete	6,384.00
8	Rough Carpentry: Includes labor, lumber, material, pickup work (include deck)	33,060.98
9	Rough Plumbing: Includes Labor, Rough Material	9,200.00
10	Finish Plumbing: Includes labor and finish material (toilettes, faucets, sinks,please see allowance list in estimate)	3,013.00
11	Rough Electrical: Includes all rough material and labor	8,360.00
12	Finish Electrical: Includes lamps, switch and outlet covers, fan lights, wall mounted lights. Please see allowance list in estimate	1473.00
13	HVAC (5 Tons, only in addition area)	8,300.00
14	Exterior Doors and windows	5,950.00
15	Sheet Metal	1,800.00
16	Roofing Includes labor and material (skylight and solar tubs excluded)	19,077.50
17	Insulation, waterproofing	2,795.44
18	Plaster-Drywall	10,953.36
19	Stucco: Includes lath, scratch, brown, color (foam excluded)	16,876.44
20	Tile (includes floors, walls and hardie baker)	4,392.00
21	Painting	6,938.40
22	Kitchen and Bathroom Cabinets and countertops (please see allowance list)	10,100.00
23	Laminated Flooring (Please see allowance list)	3,385.00
24	Carpet (please see allowance list)	1,756.48
25	Finish Carpentry : Includes interior doors, crown molding, base, case, closets shelves and hardware, closet doors, Medicine cabinets, bath accessories; mirrors	5,495.00
26	Bath Tub Glass Door (1) and Mirrors(3)	780.00
27	Utilities inside of property	
28	Engineering Fees(structural observation,deputy inspections,height observation-Excluded)	
29	Equipment Rentals	2,000.00
30	Cleaning and Hauling	3,900.00
31	Contingence	4,000.00
32	Supervision / Security	9,998.40
33	Overhead	9,400.00
34	Final Inspection	10,075.00
TOTAL PRICE		205,664.00

Escoto Construction Corp.

Signature: 

By: Martin Escoto

Date: _____

CLIENT:

Signature: 

By: _____

Date: _____

Escoto Construction Corp.

License# 844444

6534 Clara St, Bell Gardens, CA 90201

Phone: (562)928-9130 Cell : (323)997-2103

ESTIMATE

Estimate For: Sheik Shahrokh
Job Address: 5256 Bindewald Rd.
 Torrance, CA 90505
Phone: (310)962-9275.
Date: January 16, 2013.

I. Scope of Work and inclusions:

- Rough framing (labor, lumber and hardware).
- Windows installation (nail-on vinyl only, any other type requires change order).
- Cleaning of trash and debris (only for trash generated in above lines).

II. Exclusions.

- Hauling (we only will clean trash and put in container provided by owner).
- Exterior doors installation.
- Any type of permit processing and fee's.
- Any engineer or architect fees.
- Deputy inspection, structural observations and height observation.
- Straight edge, arches and soffits not indicated in approved plans.
- Power pole and temporary utilities and toilette.
- Any other thing not specified above and not indicated in plans.

III. Notes.

- a. This proposal to become part of any "contract and condition and noted conditions above." Any changes to proposal must be accepted and acknowledged in writing by Escoto Construction Corp.
- b. Estimate based in plans. If any change is required by owner or city inspector we will propose a change order (change depth of footings, shoring, etc.)
- c. Any delay in construction that is cause by owner or additional city requirements will be considered change of order. Owner will be responsible to pay all fees.
- d. This proposal is valid for 30 days.

IV. Price and Payments Schedule:

1. Total estimated cost for this project is \$54,580.00 *\$50,000*
2. Down Payment: \$1,000
3. We require payments based in the progress of the project. We will request advance payments for each line to pay the material directly to providers. All payments will be credited from the customer balance. We require weekly payments based in progress.

ESCOTO CONSTRUCTION CORP.

Signature: _____
 By: _____
 Title: _____
 Date: _____

[Handwritten Signature]
 Martin Escoto
 Representative
 1-16-2013

CLIENT:

Signature: _____
 By: _____
 Title: _____
 Date: _____

GENERAL CONTRACTOR



NOT APPLICABLE TO SWIMMING POOLS OR SPAS

HOME IMPROVEMENT CONTRACT

(Complies with Section 7159 of California Business and Professions Code, and Civil Code Section 3097(l) as amended)

THIS AGREEMENT, DATED June 08, 2013, IS BETWEEN:

The Notice of Cancellation may be mailed to the address of the contractor as shown below:

Escoto Construction Corp (Contractor's Name) 844444 (Contractor's License Number) 6534 Clara St (Contractor's Address) Bell Gardens, CA 90201 (City, State & Zip) 562-927-1033 (Contractor's Telephone - FAX)	AND	Kim M. Tran (Owner's Name) 3973-3975 171th St (Owner's Home Address) Torrance, CA 90504 (City, State & Zip) (Owner's Business Address) (City, State & Zip)
--	-----	---

WORK TO BE PERFORMED AT: 3973-3975 171th St

CONSTRUCTION LENDER: Owner Funds
 (Name and Address of Construction Fund Holder)

Description Of The Project And The Description Of The Significant Materials To Be Used And Equipment To Be Installed: Contractor will furnish all labor and materials to construct and complete in a good, workmanlike and substantial manner a: Demolition, Foundation, Underground Plumbing, Floor Insulation (as plan)

(Describe Labor, Significant Materials, And Equipment To Be Furnished. Include Materials and Equipment to be Used or Installed Under this Contract. If necessary, continue the description of the work on an additional attachment page and describe the attachment in the section below entitled, "List of Documents to be Incorporated into the Contract.")

Substantial commencement of work under this contract is described as: as soon as possible - contractors agree to start on 05-16-2013

Approximate Start Date: 05/14/2013 Approximate Completion Date: 05/30/2013
 (Work is to be completed.)

CONTRACT PRICE: \$ 15,479.74 DOWN PAYMENT: \$ \$0
 (Owner agrees to pay Contractor total cash price.) (If any. If not applicable, put "none")

THE DOWN PAYMENT MAY NOT EXCEED \$1,000 OR 10 PERCENT OF THE CONTRACT PRICE, WHICHEVER IS LESS.

INCE CHARGE \$ _____ (Must be stated separately from the contract amount in dollars and cents; if none, put "none")

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.

Payment Amt.	Work or Service to be Performed or Material to be Supplied	Date
1 5,921.73	Demolition (as plan. 2 payments required)	05/16/2013
2 7,158.01	Foundation (as plan. 2 payments required)	05/31/2013
3 2,000.00	Underground Plumbing (after work done)	05/31/2013
4 400.00	Flooring Insulation (after work done)	05/31/2013

IT IS AGAINST THE LAW FOR A CONTRACTOR TO COLLECT PAYMENT FOR WORK NOT YET COMPLETED, OR FOR MATERIALS NOT YET DELIVERED. HOWEVER, A CONTRACTOR MAY REQUIRE A DOWNPAYMENT.

(If necessary, continue the description of the work on an additional attachment page and describe the attachment in the section below entitled, "List of Documents to be Incorporated into the Contract.")

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

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.

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.

List of Documents Attached/Incorporated into the Contract: Notice Concerning Commercial General Liability Insurance (CGL); Notice Concerning Workers' Compensation Insurance; Notice of Cancellation; Arbitration of Disputes; Three-Day Right to Cancel; Mechanic's Lien Warning; Information about Contractors' State License Board (list any additional attachments): WORKERS COMPENSATION EVIDENCE, LIABILITY EVIDENCE.

A notice concerning commercial general liability insurance is attached to this contract. A notice concerning workers' compensation insurance is attached to this contract.

Owner acknowledges receipt of a fully completed copy of this agreement and all documents listed above:

ARBITRATION: OWNER, CONTRACTOR IF YOU AGREE TO ARBITRATION, REVIEW THE "ARBITRATION OF DISPUTES" SECTION ATTACHED AND PLACE YOUR INITIALS.

You, the owner or tenant have the right to require the Contractor to have a performance and payment bond; however, the Contractor can charge you for the costs of procuring a bond.

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."

X _____
 (Owner Sign Here - Read Notice on Arbitration, Mechanics Lien Warning) (Date)

Firm Name: ESCOTO CONSTRUCTION CORP
 (Contractor Firm Name)

X _____
 (If more than one Owner, please sign here) (Date)

Contractor/Agent: X _____
 (Contractor or Agent Sign Here) (Date)

Name of salesman who solicited or negotiated contract: _____

State Registration Number: _____

ADDITIONAL TERMS AND CONDITIONS

1. 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 Contractor and his 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 Contractor is not responsible for same or for any carpets, drapes, furniture, driveways, lawns, shrubs, etc. The Owner shall point out and warrant the property lines to Contractor, and shall hold Contractor harmless for any disputes or errors in the property line or setback locations.

2. Delays. Contractor agrees to start and diligently pursue work through to completion, but shall not be responsible for delays for any of the following reasons: failure of the issuance of all necessary building permits within a reasonable length of time, funding of loans, disbursement of funds into control or escrow, acts of neglect or omission of Owner or Owner's employees or Owner's agent, acts of God, stormy or inclement weather, strikes, lockouts, boycotts or other labor union activities, extra work ordered by Owner, acts of public enemy, riots or civil commotion, inability to secure material through regular recognized channels, imposition of Government priority or allocation of materials, failure of Owner to make payments when due, or delays caused by inspection or changes ordered by the inspectors of authorized Governmental bodies, or for acts of independent Contractors, or other causes beyond Contractor's reasonable control.

3. Plans and Specifications. If plans and specifications are prepared for this job, they shall be attached to and become a part of the Agreement. Contractor will obtain and pay for all required building permits, but Owner will pay assessments and charges required by public bodies and utilities for financing or repaying the cost of sewers, storm drains, water service, other utilities, water hook-up charges and the like.

4. Subcontracts. The Contractor may subcontract portions of this work to properly licensed and qualified subcontractors.

5. Completion and Occupancy. Owner agrees to sign and record a notice of completion within five days after the project is complete and ready for occupancy. If the project passes final inspection by the public body but Owner fails to record Notice of Completion, then Owner hereby appoints Contractor as Owner's agent to sign and record a Notice of Completion on behalf of Owner.

This agency is irrevocable and is an agency coupled with an interest. In the event the Owner occupies the project or any part thereof before the Contractor has received all payment due under this contract, such occupancy shall constitute full and unqualified acceptance of all the Contractor's work by the Owner and the Owner agrees that such occupancy shall be a waiver of any and all claims against the Contractor.

6. Insurance and Deposits. Owner will procure at his own expense and before the commencement of any work hereunder, fire 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 to name the Contractor and his subcontractors as additional insured, and to protect Owner, Contractor and his subcontractors and 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. If the project is destroyed or damaged by disaster, accident or calamity, such as fire, storm, earthquake, flood, landslide, or by theft or vandalism, any work done by the Contractor rebuilding or restoring the project shall be paid by the Owner as extra work.

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

7. Right to Stop Work. Contractor shall have the right to stop work if any payment shall not be made, when due, to Contractor under this agreement; Contractor may keep the job idle until all payments due are received. Such failure to make payment, when due, is a material breach of this Agreement.

8. Clean Up. Contractor will remove from Owner's property debris and surplus material created by his operation and leave it in a neat and broom clean condition.

9. 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.

10. Validity and Damages. 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 applications shall not in any way be impaired thereby. Any damages for which Contractor may be liable to Owner shall not, in any event, exceed the cash price of this contract.

11. Asbestos, Lead, Mold, and other Hazardous Materials. 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.

12. Standards Of Materials And Workmanship. Contractor 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, Contractor shall have no liability or responsibility to restore or repair the whole or any part of the premises affected by the work of Contractor 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.

13. Interest: Overdue payments will bear interest at the rate of 1½% per month (18% per annum).

14. Changes in the Work. 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 Contract Change Order has been signed by both the Owner and the Contractor. The change in the Contract Price caused by such Contract Change Order shall be as agreed to in writing, or if the parties are not in agreement as to the change in Contract Price, the Contractor's actual cost of all labor, equipment, subcontracts and materials, plus a Contractor's fee of _____ % shall be the change in Contract Price. The Contract Change Order may also increase the time within which the contract is to be completed.

Contractor shall promptly notify the Owner of (a) subsurface or latent physical conditions at the site differing materially from those indicated in the 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 the Owner as added work.

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 cost to be added or subtracted from the contract, and the effect the order will have on the schedule of progress payments.

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; and (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.

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, Kim M Tran (Buyer) hereby acknowledge that on 05-14-2013 (Date) I was provided this document entitled "Three-Day Right to Cancel."

Handwritten signature of Kim M Tran

(Buyer's Signature)

COMMERCIAL GENERAL LIABILITY INSURANCE (CGL)

Check the applicable box:

- (A) This contractor does not carry commercial general liability insurance.
(B) This contractor carries commercial general liability insurance written by

Preferred Contractors Insurance Company

(Name of Insurance Company)

You may call the insurance company at (813)448-9222

to check the contractor's Insurance coverage.

- (C) This contractor is self-insured.

WORKERS' COMPENSATION INSURANCE

Check the applicable box:

- (A) This contractor has no employees and is exempt from workers' compensation requirements.
(B) This contractor carries workers' compensation insurance for all employees.

NOTICE OF CANCELLATION

DATE 05/14/2013

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 FAX to

ESCOTO CONSTRUCTION CORP at 6534 CLARA ST, BELL GARDCENS, CA 90201 not later than midnight of 05/17/2013

(Name of Seller)

(Address of Seller's Place of Business)

(Date)

I hereby cancel this transaction

(Buyer's Signature)

(Date)

NOTICE OF CANCELLATION

DATE 05-14-2013

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 FAX to

ESCOTO CONSTRUCTION CORP at 6534 CLARA ST, BELL GARDENS, CA 90201 not later than midnight of 05/17/2013

(Name of Seller)

(Address of Seller's Place of Business)

(Date)

I hereby cancel this transaction

(Buyer's Signature)

(Date)

Owner's

Owner's

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, KIM M. TRAN (Buyer) hereby acknowledge that on 05/14/2013 (Date) I was provided this document entitled "Three-Day Right to Cancel."

Kim Tran
(Buyer's Signature)

NOTICE OF CANCELLATION

DATE 05-14-2013

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 FAX to

ESCOTO CONSTRUCTION CORP at 6534 CLARA ST, BELL GARDENS, CA 90201 not later than midnight of 05/17/2013

(Name of Seller)

(Address of Seller's Place of Business)

(Date)

I hereby cancel this transaction

(Buyer's Signature)

(Date)

COMMERCIAL GENERAL LIABILITY INSURANCE (CGL)

Check the applicable box:

- (A) This contractor does not carry commercial general liability insurance.
- (B) This contractor carries commercial general liability insurance written by

PREFEERED CONTRACTORS INSURANCE COMPANY

(Name of Insurance Company)

You may call the insurance company at (813)448-9222

to check the contractor's Insurance coverage.

- (C) This contractor is self-insured.

WORKERS' COMPENSATION INSURANCE

Check the applicable box:

- (A) This contractor has no employees and is exempt from workers' compensation requirements.
- (B) This contractor carries workers' compensation insurance for all employees.

CUSTOMER ACKNOWLEDGMENT

I hereby acknowledge receipt of the following documents or Notices:

- 1. Notice Of Cancellation
- 2. Three-Day Right to Cancel

Owner:

Kim Tran
(Print Name of Owner)

Owner: X

Kim Tran
(Owner Sign Here)

(Date)

Contractor's

STATUTORY NOTICES

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

Call CSLB at 800-321-CSLB (2752)

Write CSLB at P.O. Box 26000, Sacramento, CA 95826.

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 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.

ARBITRATION OF DISPUTES

ARBITRATION OF DISPUTES: ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATED TO THIS CONTRACT, OR 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.

Owner's
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 AGREE TO ARBITRATION. X Knutson I AGREE TO ARBITRATION. X [Signature]

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.

ARBITRATION OF DISPUTES

ARBITRATION OF DISPUTES: ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATED TO THIS CONTRACT, OR 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.

Contractor's
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 AGREE TO ARBITRATION. X Knutson I AGREE TO ARBITRATION. X [Signature]

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.

CUSTOMER ACKNOWLEDGMENT

I hereby acknowledge receipt of the following documents or Notices:

- 1. Home Improvement Contract
- 2. Notice of Arbitration
- 3. Notice Of Cancellation
- 4. Three-Day Right to Cancel
- 5. Disclosure re: Commercial General Liability Insurance
- 6. Disclosure re: Workers' Compensation Insurance

Owner: Knutson
(Print Name of Owner)

Owner: X [Signature]
(Owner Sign Here) _____ (Date)

GENERAL CONTRACTOR

Escoto Construction Corp.



HOME IMPROVEMENT CONTRACT

(Complies with Section 7159 of California Business and Professions Code, and Civil Code Section 3097(I) as amended)

THIS AGREEMENT, DATED June 08, 2013, IS BETWEEN:

The Notice of Cancellation may be mailed to the address of the contractor as shown below:

Escoto Construction Corp <small>(Contractor's Name)</small>	AND	Kim M. Tran <small>(Owner's Name)</small>
844444 <small>(Contractor's License Number)</small>		3973-3975 171th St <small>(Owner's Home Address)</small>
6534 Clara St <small>(Contractor's Address)</small>		Torrance, CA 90504 <small>(City, State & Zip)</small>
Bell Gardens, CA 90201 <small>(City, State & Zip)</small>		 <small>(Owner's Business Address)</small>
562-927-1033 <small>(Contractor's Telephone - FAX)</small>		 <small>(City, State & Zip)</small>

WORK TO BE PERFORMED AT: 3973-3975 171th St

CONSTRUCTION LENDER: Owner Funds (Name and Address of Construction Fund Holder)

Description Of The Project And The Description Of The Significant Materials To Be Used And Equipment To Be Installed: Contractor will furnish all labor and materials to construct and complete in a good, workmanlike and substantial manner a: Rough Framing, includes lumber, hardware and labor (as plan)

(Describe Labor, Significant Materials, And Equipment To Be Furnished. Include Materials and Equipment to be Used or Installed Under this Contract. If necessary, continue the description of the work on an additional attachment page and describe the attachment in the section below entitled, "List of Documents to be Incorporated into the Contract.")

Substantial commencement of work under this contract is described as: as soon as possible - contractors agree to start on 05-31-2013

Approximate Start Date: 06/01/2013

Approximate Completion Date: 07/15/2013 (Work is to be completed.)

CONTRACT PRICE: \$ 23,099.78

DOWN PAYMENT: \$ none (If any. If not applicable, put "none")

(Owner agrees to pay Contractor total cash price.)

THE DOWN PAYMENT MAY NOT EXCEED \$1,000 OR 10 PERCENT OF THE CONTRACT PRICE, WHICHEVER IS LESS.

(Must be stated separately from the contract amount in dollars and cents; if none, put "none")

FINANCE CHARGE \$ _____

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.

Payment Amt.	Work or Service to be Performed or Material to be Supplied	Date
1 4,000.00	Material Purchase (may have variation)	05/31/2013
2	Remaining balance to be paid in weekly payments	
3	based in progress. 10% to be paid after all work	
4	Done and rough framing inspection passed	

IT IS AGAINST THE LAW FOR A CONTRACTOR TO COLLECT PAYMENT FOR WORK NOT YET COMPLETED, OR FOR MATERIALS NOT YET DELIVERED. HOWEVER, A CONTRACTOR MAY REQUIRE A DOWNPAYMENT.

(If necessary, continue the description of the work on an additional attachment page and describe the attachment in the section below entitled, "List of Documents to be Incorporated into the Contract.")

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

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.

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.

List of Documents Attached/Incorporated into the Contract: Notice Concerning Commercial General Liability Insurance (CGL); Notice Concerning Workers' Compensation Insurance; Notice of Cancellation; Arbitration of Disputes; Three-Day Right to Cancel; Mechanic's Lien Warning; Information about Contractors' State License Board (list any additional attachments): WORKERS COMPENSATION EVIDENCE, LIABILITY EVIDENCE.

A notice concerning commercial general liability insurance is attached to this contract. A notice concerning workers' compensation insurance is attached to this contract.
Owner acknowledges receipt of a fully completed copy of this agreement and all documents listed above:

ARBITRATION: OWNER, CONTRACTOR IF YOU AGREE TO ARBITRATION, REVIEW THE "ARBITRATION OF DISPUTES" SECTION ATTACHED AND PLACE YOUR INITIALS.

You, the owner or tenant have the right to require the Contractor to have a performance and payment bond; however, the Contractor can charge you for the costs of procuring a bond.

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."

Firm Name: ESCOTO CONSTRUCTION CORP
(Contractor's Firm Name)

Contractor/Agent: X (Contractor or Agent Sign Here) (Date)

X K. Tran (Owner Sign Here - Read Notice on Arbitration, Mechanics Lien Warning) (Date)

X _____ (If more than one Owner, please sign here) (Date)

Name of salesman who solicited or negotiated contract: _____

State Registration Number: _____

ADDITIONAL TERMS AND CONDITIONS

1. 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 site is necessary. Owner agrees to allow and provide Contractor and his 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 Contractor is not responsible for same or for any carpets, drapes, furniture, driveways, lawns, shrubs, etc. The Owner shall point out and warrant the property lines to Contractor, and shall hold Contractor harmless for any disputes or errors in the property line or setback locations.

2. Delays. Contractor agrees to start and diligently pursue work through to completion, but shall not be responsible for delays for any of the following reasons: failure of the issuance of all necessary building permits within a reasonable length of time, funding of loans, disbursement of funds into control or escrow, acts of neglect or omission of Owner or Owner's employees or Owner's agent, acts of God, stormy or inclement weather, strikes, lockouts, boycotts or other labor union activities, extra work ordered by Owner, acts of public enemy, riots or civil commotion, inability to secure material through regular recognized channels, imposition of Government priority or allocation of materials, failure of Owner to make payments when due, or delays caused by inspection or changes ordered by the inspectors of authorized Governmental bodies, or for acts of independent Contractors, or other causes beyond Contractor's reasonable control.

3. Plans and Specifications. If plans and specifications are prepared for this job, they shall be attached to and become a part of the Agreement. Contractor will obtain and pay for all required building permits, but Owner will pay assessments and charges required by public bodies and utilities for financing or repaying the cost of sewers, storm drains, water service, other utilities, water hook-up charges and the like.

4. Subcontracts. The Contractor may subcontract portions of this work to properly licensed and qualified subcontractors.

5. Completion and Occupancy. Owner agrees to sign and record a notice of completion within five days after the project is complete and ready for occupancy. If the project passes final inspection by the public body but Owner fails to record Notice of Completion, then Owner hereby appoints Contractor as Owner's agent to sign and record a Notice of Completion on behalf of Owner. This agency is irrevocable and is an agency coupled with an interest. In the event the Owner occupies the project or any part thereof before the Contractor has received all payment due under this contract, such occupancy shall constitute full and unqualified acceptance of all the Contractor's work by the Owner and the Owner agrees that such occupancy shall be a waiver of any and all claims against the Contractor.

6. Insurance and Deposits. Owner will procure at his own expense and before the commencement of any work hereunder, fire 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 to name the Contractor and his subcontractors as additional insured, and to protect Owner, Contractor and his subcontractors and 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. If the project is destroyed or damaged by disaster, accident or calamity, such as fire, storm, earthquake, flood, landslide, or by theft or vandalism, any work done by the Contractor rebuilding or restoring the project shall be paid by the Owner as extra work. Contractor shall carry Worker's Compensation Insurance for the protection of Contractor's employees during the progress of the work. Owner shall obtain and pay for insurance against injury to his own employees and persons under Owner's discretion and persons on the job site at Owner's invitation.

7. Right to Stop Work. Contractor shall have the right to stop work if any payment shall not be made, when due, to Contractor under this agreement; Contractor may keep the job idle until all payments due are received. Such failure to make payment, when due, is a material breach of this Agreement.

8. Clean Up. Contractor will remove from Owner's property debris and surplus material created by his operation and leave it in a neat and broom clean condition.

9. 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.

10. Validity and Damages. 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 applications shall not in any way be impaired thereby. Any damages for which Contractor may be liable to Owner shall not, in any event, exceed the cash price of this contract.

11. Asbestos, Lead, Mold, and other Hazardous Materials. 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.

12. Standards Of Materials And Workmanship. Contractor 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, Contractor shall have no liability or responsibility to restore or repair the whole or any part of the premises affected by the work of Contractor 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.

13. Interest: Overdue payments will bear interest at the rate of 1½% per month (18% per annum).

14. Changes in the Work. Should the Owner, construction leader, 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 Contract Change Order has been signed by both the Owner and the Contractor. The change in the Contract Price caused by such Contract Change Order shall be as agreed to in writing, or if the parties are not in agreement as to the change in Contract Price, the Contractor's actual cost of all labor, equipment, subcontracts and materials, plus a Contractor's fee of _____ % shall be the change in Contract Price. The Contract Change Order may also increase the time within which the contract is to be completed.

Contractor shall promptly notify the Owner of (a) subsurface or latent physical conditions at the site differing materially from those indicated in the 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 the Owner as added work.

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 cost to be added or subtracted from the contract, and the effect the order will have on the schedule of progress payments.

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:

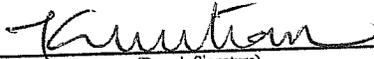
(i) The scope of work encompassed by the order; (ii) The amount to be added or subtracted from the contract; and (iii) The effect the order will make in the progress payments or the completion date. The contractor's failure to comply with the requirements of this paragraph does not preclude the recovery of compensation for work performed based upon legal or equitable remedies designed to prevent unjust enrichment.

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, Kim M Tran (Buyer) hereby acknowledge that on 05-31-2013 (Date) I was provided this document entitled "Three-Day Right to Cancel."


(Buyer's Signature)

COMMERCIAL GENERAL LIABILITY INSURANCE (CGL)

Check the applicable box:

- (A) This contractor does not carry commercial general liability insurance.
- (B) This contractor carries commercial general liability insurance written by

Prefered Contractors Insurance Company

(Name of Insurance Company)

(813)448-9222

You may call the insurance company at _____ to check the contractor's insurance coverage.

- (C) This contractor is self-insured.

WORKERS' COMPENSATION INSURANCE

Check the applicable box:

- (A) This contractor has no employees and is exempt from workers' compensation requirements.
- (B) This contractor carries workers' compensation insurance for all employees.

NOTICE OF CANCELLATION

DATE 05/31/2013

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 FAX to

ESCOTO CONSTRUCTION CORP at 6534 CLARA ST, BELL GARDENS, CA 90201 not later than midnight of 05/17/2013
(Name of Seller) (Address of Seller's Place of Business) (Date)

I hereby cancel this transaction _____ (Buyer's Signature) _____ (Date)

NOTICE OF CANCELLATION

DATE 05-31-2013

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 FAX to

ESCOTO CONSTRUCTION CORP at 6534 CLARA ST, BELL GARDENS, CA 90201 not later than midnight of 06/05/2013
(Name of Seller) (Address of Seller's Place of Business) (Date)

I hereby cancel this transaction _____ (Buyer's Signature) _____ (Date)

Owner's

Owner's

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, KIM M. TRAN (Buyer) hereby acknowledge that on 05/31/2013 (Date) I was provided this document entitled "Three-Day Right to Cancel."

Kim Tran
(Buyer's Signature)

NOTICE OF CANCELLATION

Contractor's

DATE 05-31-2013
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 FAX to

ESCOTO CONSTRUCTION CORP at 6534 CLARA ST, BELL GARDENS, CA 90201 not later than midnight of 06/05/2013
(Name of Seller) (Address of Seller's Place of Business) (Date)
I hereby cancel this transaction Kim Tran (Buyer's Signature) 6 (Date)

COMMERCIAL GENERAL LIABILITY INSURANCE (CGL)

Check the applicable box:

- (A) This contractor does not carry commercial general liability insurance.
- (B) This contractor carries commercial general liability insurance written by

PREFEERED CONTRACTORS INSURANCE COMPANY
(Name of Insurance Company)

You may call the insurance company at (813)448-9222 to check the contractor's insurance coverage.

- (C) This contractor is self-insured.

WORKERS' COMPENSATION INSURANCE

Check the applicable box:

- (A) This contractor has no employees and is exempt from workers' compensation requirements.
- (B) This contractor carries workers' compensation insurance for all employees.

CUSTOMER ACKNOWLEDGMENT

I hereby acknowledge receipt of the following documents or Notices:

- 1. Notice Of Cancellation
- 2. Three-Day Right to Cancel

Owner: Kim Tran
(Print Name of Owner)

Owner: Kim Tran (Date)

Owner's

STATUTORY NOTICES

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

Call CSLB at 800-321-CSLB (2752)

Write CSLB at P.O. Box 26000, Sacramento, CA 95826.

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 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.

ARBITRATION OF DISPUTES

ARBITRATION OF DISPUTES: ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATED TO THIS CONTRACT, OR 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.

Owner's

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 AGREE TO ARBITRATION. X Kuntzman I AGREE TO ARBITRATION. X [Signature]

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.

ARBITRATION OF DISPUTES

ARBITRATION OF DISPUTES: ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATED TO THIS CONTRACT, OR 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.

Contractor's

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 AGREE TO ARBITRATION. X Kuntzman I AGREE TO ARBITRATION. X [Signature]

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.

CUSTOMER ACKNOWLEDGMENT

I hereby acknowledge receipt of the following documents or Notices:

- 1. Home Improvement Contract
- 2. Notice of Arbitration
- 3. Notice Of Cancellation
- 4. Three-Day Right to Cancel
- 5. Disclosure re: Commercial General Liability Insurance
- 6. Disclosure re: Workers' Compensation Insurance

Owner: Kuntzman
(Print Name of Owner)

Owner: X Kuntzman (Date)

In re ESCOTO CONSTRUCTION CORP., Debtor(s).	CHAPTER: 7 CASE NO.: 2:12-bk-31810BB
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NOTE: When using this form to indicate service of a proposed order, **DO NOT** list any person or entity in Category I. Proposed orders do not generate an NEF because only orders that have been entered are placed on a CM/ECF docket.

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:
 870 Roosevelt Ave., Irvine, CA 92620

A true and correct copy of the foregoing document described as Notice of Sale of Estate Property will be served or was served **(a)** on the judge in chambers in the form and manner required by LBR 5005-2(d), and **(b)** in the manner indicated below:

I. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING ("NEF") - Pursuant to controlling General Order(s) and Local Bankruptcy Rule(s) ("LBR"), the foregoing document will be served by the court via NEF and hyperlink to 4/24/12the document. On 07/09/2013 checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following person(s) are on the Electronic Mail Notice List to receive NEF transmission at the email addressed indicated below:

Service information continued on attached page

II. SERVED BY U.S. MAIL OR OVERNIGHT MAIL (indicate method for each person or entity served):
 On 07/09/2013 I served the following person(s) and/or entity(ies) at the last known address(es) in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States Mail, first class, postage prepaid, and/or with an overnight mail service addressed as follow. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

Debtor: Escoto Construction Corp. 6534 Clara Street Bell Gardens, CA 90201	Judge's Copy: Hon. Sheri Bluebond 255 E Temple Street, Suite 1482 Los Angeles, CA 90012
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Service information continued on attached page

III. SERVED BY PERSONAL DELIVERY, FACSIMILE TRANSMISSION OR EMAIL (indicate method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on _____ I served the following person(s) and/or entity(ies) by personal delivery, or (for those who consented in writing to such service method) by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

Service information continued on attached page

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

4/24/12 <i>Date</i>	David M. Goodrich <i>Type Name</i>	/s/ David M. Goodrich <i>Signature</i>
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Nora Demirjian Nora.Demirjian@irsounsel.treas.gov
David M Goodrich (TR) trustee@gmarshackhays.com,
c116@ecfbis.com;aconnell@marshackhays.com;dmg@trustesolutions.net
Kelly L Morrison kelly.l.morrison@usdoj.gov
Warren N Nemiroff wnemiroff@yahoo.com
Mark D Poniatowski ponlaw@ponlaw.com
Najah J Shariff najah.j.shariff@irsounsel.treas.gov
United States Trustee (LA) ustpreion16.la.ecf@usdoj.gov
Lorrie A Walton atty4oc@aol.com