

COMMISSIONERS
BOB STUMP – Chairman
GARY PIERCE
BRENDA BURNS
BOB BURNS
SUSAN BITTER SMITH



ARIZONA CORPORATION COMMISSION



04557296

JODI JERICH
Executive Director

PATRICIA L. BARFIELD
Director
Corporations Division

Date 01/29/2014

MATRIX LAND DEVELOPMENT, INC
5301 N PIMA RD #130
SCOTTSDALE, AZ 85250

Dear Sir or Madam:

Enclosed is a copy of the following document(s) that were served upon the Arizona Corporation Commission on 01/28/2014 as agent for **MATRIX LAND DEVELOPMENT, INC:**

Case caption: **AMERICAN BUILDERS & CONTRACTORS SUPPLY CO INC v. MATRIX LAND DEVELOPMENT, INC,**

Case number: **CV2013-054466** Court: **MARICOPA COUNTY SUPERIOR COURT**

- ☒ Summons
- ☒ Complaint
- ☐ Subpoena
- ☐ Subpoena Duces Tecum
- ☐ Default Judgment
- ☐ Judgment
- ☐ Writ of Garnishment
- ☐ Motion For Summary Judgment
- ☐ Motion for
- ☒ Other **CERTIFICATE ON COMPULSORY ARBITRATION**

Sincerely,

A handwritten signature in black ink, appearing to read "Lynda B. Griffin", written over a horizontal line.

Lynda B. Griffin
Custodian of Records

Initials **JAB**
File number **-1146791-9**

COMMISSIONERS
BOB STUMP - Chairman
GARY PIERCE
BRENDA BURNS
BOB BURNS
SUSAN BITTERSMTIH



ARIZONA CORPORATION COMMISSION

JODI JERICH
Executive Director
PATRICIA L. BARFIELD
Director, Corporations Division

CERTIFICATE OF MAILING

Date: **01/29/2014**

I, **JEFFREY A BARKER** am an employee of the Arizona Corporation Commission ("ACC"). I hereby certify that on the **28TH** day of **JANUARY, 2014**, I received on behalf of the ACC service of the following documents upon the ACC as agent for **MATRIX LAND DEVELOPMENT, INC**.

Case caption: **AMERICAN BUILDERS & CONTRACTORS SUPPLY CO INC v. MATRIX LAND DEVELOPMENT, INC,**

Case number: **CV2013-054466**

Court: **MARICOPA COUNTY SUPERIOR COURT**

- | | |
|--|--|
| <input checked="" type="checkbox"/> Summons | <input type="checkbox"/> Default Judgment |
| <input checked="" type="checkbox"/> Complaint | <input type="checkbox"/> Judgment |
| <input type="checkbox"/> Subpoena | <input type="checkbox"/> Writ of Garnishment |
| <input type="checkbox"/> Subpoena Duces Tecum | |
| <input type="checkbox"/> Motion For Summary Judgment | |
| <input type="checkbox"/> Motion for | |
| <input checked="" type="checkbox"/> Other CERTIFICATE ON COMPULSORY ARBITRATION | |

I hereby certify that on the **28TH** day of **JANUARY, 2014**, I placed a copy of the above listed documents in the United States Mail, postage prepaid, addressed to

MATRIX LAND DEVELOPMENT, INC

at its last known place of business as follows:

**5301 N PIMA RD #130
SCOTTSDALE, AZ 85250**

OR

I hereby certify that I was unable to mail the above listed documents to

because that entity is not a registered corporation or limited liability company in the State of Arizona, and the Arizona Corporation Commission has no record of its known place of business.

I declare and certify under penalty of perjury that the foregoing is true and correct.

Executed on this date: **01/29/2014**

(signature) _____

1 Timothy D. Ducar (015037)
2 **LAW OFFICES OF TIMOTHY D. DUCAR, PLC**
3 P.O. Box 72645
4 Phoenix, Arizona 85050
5 Telephone: (480) 502-2119
6 Facsimile: (480) 452-0900
7 tducar@azlawyers.com

8 *Attorneys for Plaintiff*

9 IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

10 IN AND FOR THE COUNTY OF MARICOPA

11 AMERICAN BUILDERS &
12 CONTRACTORS SUPPLY CO.,
13 INC. DBA ABC SUPPLY CO, INC.,

14 Plaintiff,

15 -vs-

16 MATRIX LAND DEVELOPMENT,
17 INC., an Arizona Corporation,

18 Defendant.

No.

CV2013-054466

SUMMONS

If you would like legal advice from a lawyer,
contact the Lawyer Referral Service at

602-257-4434

or

www.lawyerfinders.org.

Sponsored by the
Maricopa County Bar Association

19 THE STATE OF ARIZONA TO THE DEFENDANTS:

20 Matrix Land Development, Inc., an Arizona Corporation
21 c/o Tanner Ray Tippie, Statutory Agent, Secretary and Vice-President
22 11333 N. 92nd Street #1130
23 Scottsdale, AZ 85250

24 - or -

25 Matrix Land Development, Inc., an Arizona Corporation
26 c/o Ashlee L. Williams, President and Treasurer
27 11333 N. 92nd Street #1130
28 Scottsdale, AZ 85250

YOU ARE HEREBY SUMMONED and required to appear and defend, within the times applicable, in this action in this Court. If served within Arizona, you shall appear and defend within 20 days after the service of the Summons and complaint upon you, exclusive of the day of service. If served out of the State of Arizona -- whether by direct service, by registered or certified mail, or by publication -- you shall appear and defend within 30 days after service of the summons and Complaint upon you is complete, exclusive of the day of service. Where process is served upon the Arizona Director of Insurance as an insurer's attorney to receive service of legal process against it in this state, the insurer shall not be required to appear, answer or plead until expiration of 40 days after date of such service upon the Director. Service by registered or certified mail without the State of Arizona is complete 30 days after the date of filing the receipt and

1 affidavit of service with the court. Service by publication is complete 30 days after the
2 date of first publication. Direct service is complete when made. Service upon the
3 Arizona Motor Vehicle Superintendent is complete 30 days after filing the affidavit of
compliance and return receipt or officer's return. RCP 4; ARS §§ 20-222, 28-502,
28-503.

4 YOU ARE HEREBY NOTIFIED that in case of your failure to appear and defend
5 within the time applicable, judgment by default may be rendered against you for the relief
6 demanded in the Complaint.

7 YOU ARE CAUTIONED that in order to appear and defend, you must file an
8 Answer or proper response in writing with the Clerk of this Court, accompanied by the
9 necessary filing fee, within the time required, and you are required to serve a copy of any
10 Answer or response upon the plaintiff's attorney, if any, or upon the plaintiff. R.C.P.
11 10(d); A.R.S. §12-311; RCP 5.

12 If service is made by publication, a copy of the Petition and other papers filed in
13 this matter may be obtained from the Clerk of the court.

14 PURSUANT TO MARICOPA COUNTY LOCAL RULE 2.5(c), REQUESTS
15 FOR REASONABLE ACCOMMODATION FOR PERSONS WITH DISABILITIES
16 MUST BE MADE TO THE DIVISION ASSIGNED TO THE CASE BY PARTIES AT
17 LEAST 3 JUDICIAL DAYS IN ADVANCE OF A SCHEDULED COURT
18 PROCEEDING.

19 The name and address of Plaintiffs' attorney is:

20 Timothy D. Ducar, Esq.
21 LAW OFFICES OF TIMOTHY D. DUCAR, PLC
22 P.O. Box 72645
23 Phoenix, AZ 85050
24 (480) 502-2119
25 tducar@azlawyers.com

26 SIGNED AND SEALED THIS DATE:

27 Clerk of the Court

COPY

SEP 10 2013

28 By: _____

Deputy



MICHAEL K. JEANES, CLERK
W. POWLEY
DEPUTY CLERK

29 **UNLESS YOU DISPUTE THE VALIDITY OF THIS DEBT, OR ANY**
30 **PORTION THEREOF, WITHIN THIRTY (30) DAYS AFTER RECEIPT OF THIS**
31 **LETTER, WE WILL ASSUME THAT THE DEBT IS VALID. IF YOU NOTIFY**
32 **US, IN WRITING, WITHIN THE THIRTY (30) DAY PERIOD THAT THE DEBT,**
33 **OR ANY PORTION THEREOF IS DISPUTED, WE WILL MAIL YOU**
34 **VERIFICATION OF THE DEBT. PLEASE UNDERSTAND THAT THIS IS AN**
35 **ATTEMPT TO COLLECT A DEBT AND THAT ANY INFORMATION WE**
36 **OBTAIN WILL BE USED FOR THE PURPOSE OF COLLECTING THIS DEBT.**

1 Timothy D. Ducar (015037)
2 LAW OFFICES OF TIMOTHY D. DUCAR, PLC
3 P.O. Box 72645
4 Phoenix, Arizona 85050
5 Telephone: (480) 502-2119
6 Facsimile: (480) 452-0900
7 tducar@azlawyers.com

8 *Attorneys for Plaintiff*

COPY

SEP 10 2013



MICHAEL K. JEANES, CLERK
W. POWLEY
DEPUTY CLERK

9 IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

10 IN AND FOR THE COUNTY OF MARICOPA

11 AMERICAN BUILDERS &
12 CONTRACTORS SUPPLY CO.,
13 INC. DBA ABC SUPPLY CO, INC.,

14 Plaintiff,

15 -vs-

16 MATRIX LAND DEVELOPMENT,
17 INC., an Arizona Corporation,

18 Defendant.

No.

CV2013-054466

COMPLAINT

19 Plaintiff, for its claim against Defendant, alleges as follows:

20 **JURISDICTION/VENUE**

- 21 1. Plaintiff is a foreign corporation authorized to do business within Arizona.
- 22 2. Defendant Matrix Land Development, Inc., an Arizona Corporation
- 23 ("Matrix Land Development") is an Arizona corporation.
- 24 3. This court has personal jurisdiction over the defendants and subject matter
- 25 jurisdiction over the subject matter of issues within this lawsuit. Venue is proper within
- 26 this court.

27 ///

28 ///

COUNT ONE
(Breach of Contract)
(As to Matrix Land Development)

4. Plaintiff incorporates all allegations within paragraphs 1 - 3 as if more fully set forth herein.

5. Prior to the commencement of this action, on or about June 2, 2011, Defendant Matrix Land Development submitted to Plaintiff its written Credit Application (the "Credit Application"), which Credit Application was accepted and approved by Plaintiff. A copy of the signature page of the Application for Credit, with a blank copy of the entire Application for readability, is attached as Exhibit A.

6. After the execution of the Credit Application, Plaintiff sold and delivered to Defendant Matrix Land Development, and Defendant Matrix Land Development purchased from Plaintiff, certain goods, wares, merchandise and materials as shown by the Account Aging Statement attached hereto as Exhibit B and incorporated herein by reference, and agreed to pay therefore the sum of \$33,899.88, plus interest at the rate of 24% per annum from October 29, 2011, until paid. Matrix Land Development continues to owe this amount, despite demand for said payment.

7. This is an action arising out of an express contract and under it and/or by virtue of the provisions of A.R.S. §12-341.01, Plaintiff is entitled to its reasonable attorneys' fees for the bringing of this action.

8. All conditions precedent and subsequent to the liability of Defendant Matrix Land Development to Plaintiff have been performed or have occurred.

///

COUNT TWO
(Violation of Arizona's Prompt Payment Statute)
(As to Matrix Land Development)

9. Plaintiff herewith incorporates by reference each and every allegation contained in paragraphs 1 – 8, above, as though more fully set forth herein.

10. Plaintiff has fully performed in accordance with this open account contract with Matrix Land Development and made proper demands for payment. Matrix Land Development, however, has failed to pay Plaintiff, in full, for the furnished goods and materials.

11. The principal amount for the furnished goods and materials, which payment in full has not been made, is \$33,899.88, plus accruing statutory interest, attorney's fees and costs.

12. Roof Master's refusal to fully and timely pay Plaintiff for its furnished material, labor and services violates the prompt payment mandate of A.R.S. § 32-1129.02.

13. Pursuant to A.R.S. § 32-1129.02 (J), Plaintiff is entitled to recover its reasonable attorneys' fees incurred herein.

14. Plaintiff has performed all conditions precedent required to be performed by it or have occurred.

WHEREFORE, Plaintiff prays for Judgment as follows:

1. On Count One of its Complaint against Defendant Matrix Land Development Construction Co., Inc., an Arizona corporation, dba Matrix Land Development Construction Company Inc., in the principal sum of \$33,899.88, together

1 with interest thereon at the rate of 24% per annum from October 29, 2011, until paid,
2 Plaintiff's costs incurred herein and all accruing costs, together with Plaintiff's
3 reasonable attorneys' fees, and such other and further relief as the Court may deem just
4 and proper.
5

6 2. On Count Two of its Complaint against Defendant Matrix Land
7 Development Construction Co., Inc., an Arizona corporation, in the principal sum of
8 \$33,899.88, together with interest thereon at the rate of 18% per annum from October 29,
9 2011, until paid, Plaintiff's costs incurred herein and all accruing costs, together with
10 Plaintiff's reasonable attorneys' fees, and such other and further relief as the Court may
11 deem just and proper.
12

13
14 DATED this 5th day of September, 2013.

15 LAW OFFICES OF TIMOTHY D. DUCAR, PLC
16


17 By 
18 Timothy D. Ducar
19 P.O. Box 72645
20 Phoenix, Arizona 85050
21 Attorneys for Plaintiff
22
23
24
25
26
27
28

EXHIBIT A

TO- ABC Supply CFS Dept. P002/003

File Number: -1146791-9

Corp. Name: MATREX LAND DEVELOPMENT, INC

**5301 N PIMA RD #130
SCOTTSDALE, AZ 85250**

Statutory Agent Information

Agent Name: TANNER RAY TIPPIE

Agent Mailing/Physical Address:

**5301 N PIMA RD #130
SCOTTSDALE, AZ 85016-8134**

Agent Status: APPOINTED 04/20/2011

Agent Last Updated: 05/16/2011

Additional Corporate Information

Corporation Type: BUSINESS

Incorporation Date: 08/06/2004

Domicile: ARIZONA

Approval Date: 08/06/2004

Business Type: CONTRACTOR

Corporate Life Period: PERPETUAL

County: MARICOPA

Original Publish Date: 05/14/2007

Officer Information

TROY HUDSPETH

PRESIDENT/CEO

5301 N PIMA RD #130

SCOTTSDALE, AZ 85250

Date of Taking Office: 08/06/2004

Last Updated: 05/16/2011

TANNER RAY TIPPIE

VICE-PRESIDENT

5301 N PIMA RD STE 130

SCOTTSDALE, AZ 85250

Date of Taking Office: 08/06/2004

Last Updated: 04/21/2011

CHRISTOPHER DONALD WILLIAMS

VICE-PRESIDENT

5301 N PIMA RD STE 130

SCOTTSDALE, AZ 85250

Date of Taking Office: 04/15/2011

Last Updated: 05/16/2011

ABC[®]

Supply Co. inc.



COMMERCIAL/RESIDENTIAL
ACCOUNT APPLICATION

1. Tell us about your company

Type of Ownership

☐ Partnership ☐ Corporation ☐ Proprietorship ☐ LLC (attach list of members)

Trade/Business Name _____
"Buyer"

Address 1 _____
Attach Business Card or Complete

Address 2 _____
City State Zip

Phone _____ Fax _____

Cell Phone _____ Email _____

State Contractors License # (if applicable) _____

Have you purchased from ABC before? Where _____

Estimated Monthly Purchases _____

Year Business Started _____ Federal Tax I.D.# _____

If Tax Exempt - Attach Certificate ☐ Attached Do You Issue a Purchase Order ☐ Yes ☐ No

Person to Contact Regarding Accounts Payable: _____

at Phone _____

Owners and/or Officers Information:

Name _____ Title _____

SSN # _____ Address _____

City _____ State _____ Zip _____

Date of Birth _____ County _____

Driver's License # _____

Name _____ Title _____

SSN # _____ Address _____

City _____ State _____ Zip _____

Date of Birth _____ County _____

Driver's License # _____

Bank Information:

Name of Bank _____

Address _____ Phone _____

Major Trade References:

Name _____

Address _____

Phone _____ Fax _____

Name _____

Address _____

Phone _____ Fax _____

ABC SUPPLY CO., INC.

Sales Associate _____

Sales # _____ Branch # _____

- | | |
|---|--|
| <input type="checkbox"/> A. Low slope roofing | <input type="checkbox"/> I. Retailer/big box/lumber yard |
| <input type="checkbox"/> B. Low & steep slope roofing | <input type="checkbox"/> J. Distributor |
| <input type="checkbox"/> C. Steep slope roofing | <input type="checkbox"/> K. EIFS or stucco |
| <input type="checkbox"/> D. Siding and/or windows | <input type="checkbox"/> L. Other |
| <input type="checkbox"/> E. Roofing & siding/windows | <input type="checkbox"/> M. Institutional/Property |
| <input type="checkbox"/> F. Remodeler | <input type="checkbox"/> N. Gutter & Rainware |
| <input type="checkbox"/> G. General contractor | <input type="checkbox"/> O. Homeowner |
| <input type="checkbox"/> H. Builder | <input type="checkbox"/> P. Misc. Contractors |

Store Use Only
Check One Only

Agreement:

Buyer authorizes all persons, institutions, organizations, companies and credit reporting agencies to furnish all pertinent information, including commercial and consumer credit reports, requested from time to time by ABC. The undersigned and Buyer, if different, each warrant that the information given is true and no unfavorable information has been omitted. The extension of credit hereunder, the amount of credit and the cancellation or reduction of credit shall be within the sole discretion of ABC. Buyer agrees to be bound by ABC's Credit Agreement and Purchase Agreement and acknowledges receipt of same. Each undersigned individual who is either a partner of the Buyer as credit applicant or a sole proprietorship of the Buyer as credit applicant, recognizing that his or her individual credit history may be a factor in the evaluation of the credit history of the buyer, hereby consents for and authorizes ABC to obtain and use consumer credit reports for each undersigned individual, from time to time as may be needed, to evaluate the credit of Buyer.

2. Sign here (acknowledges & agrees to be bound by attached terms & conditions)

Signature _____ Date _____

Print _____

3. Your personal guaranty

Giving us your personal guaranty will speed the process of approving your application.

Continuing Guaranty

I (we) the undersigned understand that the information furnished you is for the purpose of obtaining credit from your company, that I am (we are) authorized, in my (our) capacity, to bind my (our) company accordingly. I (we) the undersigned, hereinafter referred to as guarantors, do jointly, severally, and unconditionally guarantee and promise to promptly pay when due any and all indebtedness of Buyer to ABC, together with any late payment charge that may accrue thereon, regardless of how such indebtedness is incurred, whether such indebtedness is direct or indirect, absolute or contingent, due or to become due, or exists now or arises hereafter. In addition, the Guarantor(s) agree to pay all costs of collection, legal expenses and attorney's fees paid or incurred by ABC in the collection of Buyer's indebtedness and in enforcing this Continuing Guaranty. The foregoing indebtedness, principal, interest, costs, expenses and fees are hereinafter called the "Indebtedness." Each undersigned guarantor agrees to be bound by ABC's Terms and Conditions of Continuing Guaranty.

Each undersigned personal guarantor, recognizing that his or her individual credit history may be a necessary factor in the evaluation of this Continuing Guaranty, hereby consents for and authorizes ABC to obtain and use consumer credit reports for each undersigned, from time to time as may be needed to evaluate the credit of Buyer and/or the undersigned.

4. Guarantors sign here

Complete Legal Signature _____

Name _____
First Middle Last

Home Address _____

City State Zip

Phone _____ SSN # _____

Complete Legal Signature _____

Name _____
First Middle Last

Home Address _____

City State Zip

Phone _____ SSN # _____

Complete Legal Signature _____

Name _____
First Middle Last

Home Address _____

City State Zip

Phone _____ SSN # _____

AMERICAN BUILDERS & CONTRACTORS SUPPLY CO., INC. CREDIT AGREEMENT

As a condition to the election of American Builders & Contractors Supply Co., Inc., a Delaware corporation with its principal place of business at its National Support Center at One ABC Parkway, Beloit, Wisconsin, ("ABC") to extend credit to Buyer, Buyer has executed ABC's Credit Application. All purchases by Buyer from ABC are made pursuant to ABC's Credit Application, this Credit Agreement, and ABC's Purchase Agreement. The terms and conditions of each referenced document are incorporated by reference herein. The Credit Application, Credit Agreement, and Purchase Agreement together constitute the entire agreement between ABC and Buyer and shall be collectively referred to from time to time as the Agreement.

A. General Terms and Conditions.

1. Buyer shall pay each invoice in full in accordance with the terms of the particular Purchase Agreement, invoice, or other shipping document, with or without Buyer's signature. In the event Buyer fails to make payment when due, Buyer shall pay, in addition to the invoice amount, a monthly late payment charge of 1.5%. ABC reserves the right to change such charges from time to time in its sole discretion and without notice. All payments are due within terms.

Buyer agrees that should the late payment charge be deemed by a court of competent jurisdiction to violate any law, Buyer's sole remedy against ABC for such violation shall be the application of any late payment charge paid in excess of the maximum rate allowable by law toward the unpaid account balance (or a refund of such excess if no account balance remains unpaid).

2. Buyer agrees to pay all costs of collection by ABC of any amounts due hereunder, including actual attorney's fees. Buyer further agrees that, in the event any action arising out of or related to the Agreement between Buyer and ABC, and ABC prevails, Buyer shall pay ABC its actual attorney's fees and other costs incurred as a result of or in connection with such action. To the extent state law limits the recoverability of attorney's fees, ABC shall be entitled to recover its fees up to the maximum allowed by state law.
3. ABC shall have the sole discretion and complete right to apply any payment received from Buyer hereunder in any manner, which ABC deems proper. Unless otherwise specified in the remittance advice, ABC may apply payments first to late payment charges, service charges, shipping charges, attorney's fees, or any other applicable charges, in any order, before applying the remainder of any such payments toward Buyer's principal account balance.
4. Buyer represents and warrants that Buyer is not a "consumer" as defined in the Federal Consumer Credit Protection Act, or any other consumer credit laws (Federal, State or Local), and Buyer waives all rights granted to consumers under the Federal Consumer Credit Protection Act, and other Federal, State and Local laws pertaining to "consumer" rights. Buyer further represents and warrants that all purchases made from ABC and any credit extended hereunder will be used solely for business and commercial purposes.
5. The Agreement is governed by and shall be construed consistently with the laws of the state of Wisconsin (without regard to internal principles of conflicts of law). The legality, enforceability and interpretation of this agreement and the amounts contracted for, charged and received under this Agreement will be governed by such laws. This Agreement is entered into between Buyer and ABC in Wisconsin. ABC makes policies about granting credit to Buyer and extending credit to Buyer under this Agreement, and accepts Buyer's payments in Wisconsin. Any action arising out of or related to the Agreement shall be brought, at ABC's sole discretion, either in a court with jurisdiction over the county in which the pertinent ABC Branch is situated, in the county in which the project for which the goods are to be used is located, or in a court or before an arbitration panel where an action between ABC and a third party is pending which concerns the subject matter of the Agreement. To the extent allowed by law, Buyer waives its rights to a trial by jury in any action brought upon, or by reason of, the Agreement. The Agreement contains the full, final and exclusive statement of the Agreement between ABC and Buyer, and no terms and conditions other than those stated herein, and no agreement or understanding in any way purporting to modify the terms and conditions thereof, shall be binding on ABC without ABC's written consent. Waiver by ABC of any terms or conditions of this contract or waiver of any breach thereof shall not be construed as a waiver of any other terms, conditions, or breach. Determination that any provision of the Agreement is illegal or invalid shall not affect the validity or enforceability of the remaining provisions of the Agreement.
6. Buyer agrees to provide ABC with prompt written notice of any change in Buyer's name, address, ownership, or form of business entity. ABC at its office first written below must receive written notice by Certified or Registered Mail within 30 days of such change.

B. Terms and Conditions of Continuing Guaranty.

For value received, and for the purpose of influencing ABC to extend credit or other financial accommodations, or to continue to extend credit or other financial accommodations, to Buyer, each person or entity who signed the ABC Credit Application as guarantor (hereinafter "Guarantor", whether one or more) hereby guarantees jointly and severally, without limitation as to amount, the prompt payment when due of any and all indebtedness of Buyer to ABC, together with any late payment charge that may accrue thereon, regardless of how such indebtedness is incurred, whether such indebtedness is direct or indirect, absolute or contingent, due or to become due, or exists now or arises hereafter. In addition, Guarantor agrees to pay all costs of collection, legal expenses and attorney's fees paid or incurred by ABC in the collection of Buyer's indebtedness and in enforcing this Guaranty. The foregoing indebtedness, principal, interest, costs, expenses and fees are hereinafter called the "Indebtedness".

1. No extension or renewal of time of payment of the Indebtedness, no release or surrender of any security for the Indebtedness of this Guaranty, no release of any person primarily or secondarily liable on the Indebtedness and no delay in enforcement of payment of the Indebtedness under this Guaranty shall affect the liability of Guarantor hereunder. Any and all payments upon the Indebtedness made by Buyer, Guarantor, or any other person and the proceeds of any and all collateral or security for any of the Indebtedness, may be applied by ABC upon such of the terms of the Indebtedness as ABC shall determine in its sole discretion.
2. Guarantor waives notice of acceptance of this Guaranty, notice of the extension of creditor financial accommodation to Buyer, notice of the amount of Indebtedness which may exist from time to time, notice of any extension of the time for payment, demand for payment, notice of non payment, protest, notice of protest, and all other notices of every kind and nature, and agrees that this Guaranty may be enforced against the undersigned without any prior or concurrent proceeding or action against Buyer. The obligations of the Guarantor shall not be affected by: (a) the failure of ABC to assert any claim or demand or to enforce any right or remedy against the Buyer or another Guarantor; or (b) any extension, modification, or renewal of the terms or amount of the Indebtedness.
3. This Guaranty is a continuing guaranty and shall remain in full force and shall be binding upon Guarantor and Guarantor's heirs, executors, administrators, and assigns notwithstanding the death of one or more of the undersigned, until after (a) expiration of thirty (30) days after written notice by Certified or Registered Mail of revocation is received by ABC at its office first written below and (b) all of the Indebtedness owed to ABC by Buyer shall have been fully paid (including all late payment charges and attorneys fees which accrue after expiration of the 30 day period).
4. If this Guaranty is executed by more than one person or entity, it shall be the joint and several obligation of each person and entity.
5. If this Guaranty is executed by a corporation, the undersigned officer of said corporation represents and warrants that the corporation has the power to make this Guaranty, that the execution by him on behalf of the corporation has been duly authorized and that the making of this Guaranty is in the best interest of the corporation.
6. Guarantor hereby waives and renounces any and all homestead or exemption rights Guarantor may have under or by virtue of the constitution or laws of the state of Guarantor's domicile, or of any other state or of the United States as against the liability and obligation hereby created. Guarantor transfers and assigns to ABC an amount of any homestead or exemption that may be allowed to Guarantor, including such homestead or exemption as may be set apart in bankruptcy, equal to the amount necessary to pay this obligation in full together with all costs of collection.
7. Guarantor further agrees to the extent that the Buyer makes a payment or payments to ABC or ABC receives any proceeds or collateral, which payment or payments or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside and/or required to be repaid to the Buyer, its estate, trustee, receiver, or any other party including without limitation the Guarantor, under any bankruptcy law, state or federal law, common law or equitable cause, then to the extent of such payment or repayment, Buyer's obligations, or the part thereof which has been paid, reduced or satisfied by such amount, shall be reinstated and continued in full force and effect as of the date such initial payment, reduction or satisfaction occurred.
8. Guarantor waives all claims for subrogation, reimbursement, exoneration, contribution and indemnification with respect to sums paid or payable to ABC by Guarantor. Guarantor hereby waives any right to enforce any remedy that ABC now has or may hereafter have against the Buyer. Guarantor further agrees that any and all claims of Guarantor against the Buyer shall be subordinate and subject in right of payment to the prior payment in full of all principal, interest, reasonable costs of collection (including attorneys' fees and expenses), and any other liabilities or obligations owing to ABC by the Buyer.
9. Should any one or more provisions of this Guaranty be determined to be illegal or unenforceable by a court of competent jurisdiction, all other provisions shall remain effective.
10. All obligations are payable and performable at the address of ABC first indicated below.
11. Guarantor authorizes all persons, institutions, organizations, companies and credit reporting agencies to furnish any and all information, including commercial and consumer credit reports, requested from time to time by ABC.
12. All notification should be addressed to the ABC branch from which you have purchased the most goods in the last 90 days.

Tear along perforation and maintain for your records

Tear along perforation and maintain for your records

Tear along perforation and maintain for your records

AMERICAN BUILDERS & CONTRACTORS SUPPLY CO., INC. PURCHASE AGREEMENT TERMS & CONDITIONS OF SALE

1. Any purchase made on credit requires that Buyer have on file with American Builders & Contractors Supply Co., Inc. ("ABC") an approved Credit Application. Buyer further confirms Buyer's consent to ABC's Credit Agreement, the terms and conditions of which have been read by Buyer and are incorporated by reference herein.
2. ABC acknowledges and accepts Buyer's order, ABC's acknowledgement and acceptance is expressly conditioned upon Buyer's acceptance of the terms and conditions herein. No terms or conditions other than those stated herein, whether contained in Buyer's purchase order, shipping release, or elsewhere, and no written or oral agreement that purports to vary these terms and conditions shall be binding upon ABC unless hereafter set forth in a writing signed by ABC's authorized representative. All negotiations, proposals and representations are merged herein, and this writing constitutes the complete and exclusive statement of the terms and conditions of this Purchase Agreement between Buyer and ABC. In the event Buyer fails to accept this Purchase Agreement in writing, Buyer's consent to the terms and conditions herein shall be conclusively presumed, either from Buyer's failure to object in ten days in writing or from Buyer's acceptance or use of the material delivered hereunder.
3. In any case, in which ABC makes delivery, Buyer hereby agrees to pay ABC's customary shipping charges. Delivery shall be made at the project site or other place of delivery adjacent to the closest public right of way. The risk of loss shall pass to Buyer upon delivery of the goods should Buyer not be present to accept delivery. Buyer hereby authorizes ABC to unload the goods and leave them at the delivery destination. Buyer shall release ABC and shall indemnify and hold harmless ABC from and against any and all claims, demands, actions, causes of action, cost, expenses, and attorney's fees arising out of or in connection with any and all injury including death, to any person or persons (whether third parties or agents, servants, or employees of Buyer), any and all damages to or loss of any property (whether belonging to Buyer or a third party), and any and all other damages recognized at law or in equity caused in whole or in part by or in any way related to the delivery of goods onto the project site, whenever such delivery is made in accordance with or pursuant to Buyer's instructions.
4. Buyer shall have the right to inspect the goods upon arrival. Buyer's inspection rights shall expire 24 hours after the arrival of the goods at the delivery destination. A failure to make inspection within that time shall waive notice of any defect which reasonable inspection would have revealed. A rejection of the goods by Buyer shall not be effective unless it is made and written notice thereof is given to ABC within 5 calendar days of delivery.
5. ABC shall have the right, without prejudice to any, other rights, to suspend further deliveries of any items purchased if Buyer defaults in payment of any amounts due, or whenever ABC may deem itself insecure as to Buyer's performance, until Buyer remedies such default or provides adequate assurance to ABC of Buyer's ability to perform.
6. Unless otherwise provided by law, ABC may require Buyer to pay or to reimburse ABC for any tax (except income tax) which now or hereafter may be imposed by any taxing authority with respect to the items purchased or the sale, purchase, manufacture, delivery or use thereof.
7. ABC reserves the right to discontinue, without liability hereunder, deliveries of any merchandise, the manufacture, use and/or sale of which in the opinion of ABC would infringe any patent now or here after issued and under which ABC is not licensed.
8. Where Buyer requires tests or inspection not regularly provided by ABC, ABC may charge Buyer for the actual cost of such test or inspections.
9. An order may be terminated by Buyer before completion only with ABC's written consent, in which event Buyer shall pay to ABC:
 - (a.) The contract price for all products, which shall have been delivered or completed prior to receipt of notice of termination.
 - (b.) All actual costs incurred by ABC in connection with the uncompleted portion of the order.
 - (c.) Cancellation charges, if any, of ABC because of its commitments, made under the order.
10. Buyer shall not hold ABC responsible for any delay caused in whole or in part by circumstances beyond ABC's reasonable control, including but not limited to, force majeure, fires, or accidents; strikes or other differences with workmen; war (whether declared or undeclared), riots, or embargoes; delays by carriers; delays in shipment or receipt of materials from suppliers; or any legislative, administrative or executive law, order, or requisition of the federal or any state or local government or any subdivision, department, agency, officer or official thereof. ABC shall not be liable in any event for any special, incidental, or consequential damages caused by ABC's failure or delay in performance or delivery due to any cause whatsoever, if ABC is unable, due to any cause beyond ABC's control, to supply Buyer's total demand for products. ABC may allocate its available supply among ABC's customers, including ABC's branches and affiliates, in any manner ABC deems reasonable.
11. ABC shall assign or transfer to Buyer any assignable or transferable manufacturer's warranties, if any, applicable to this purchase, in lieu of all other warranties, express or implied. ABC MAKES NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. There is no warranty that extends beyond the description on the face of this Purchase Agreement.
12. ABC shall not be liable under any circumstances for consequential or incidental damages arising out of, or in connection with, this Purchase Agreement. The liability of ABC is limited to repayment of the purchase price of items not conforming to the description on the face hereof upon return of the items. This remedy is the exclusive remedy of Buyer under this Purchase Agreement. ABC shall not be liable for any damages attributable to product abuse, misuse, neglect or any other cause, which is not the fault of ABC.
13. Buyer agrees to indemnify and hold harmless ABC from and against any and all claims, demands, actions, causes of action, costs, expenses, and attorney's fees arising out of or in connection with any and all injury, including death, to any person or persons (whether third parties or agents, servants or employees of Buyer), any and all damages to or loss of any property (whether belonging to Buyer or to a third party), and any and all other damages recognized at law or in equity, caused by or resulting from in whole or in part, any act(s) or omission(s), negligent or otherwise, of Buyer, or any of Buyer's agents, servants, employees, subcontractors or customers. In the event that the applicable law prohibits enforcement of this clause as written, then and only then, this clause shall be modified to provide the maximum indemnification to ABC, as indemnitee, allowable under that applicable law.
14. This Purchase Agreement shall be governed by and construed according to the laws of Wisconsin (without regard to internal principles of conflicts of law). Any action brought, upon or by reason of, this Purchase Agreement shall be brought, in ABC's sole discretion, either in a court with jurisdiction over the county in which the ABC branch is located, in a court with jurisdiction over the county in which the project for which the goods are to be used is located, or in a Court or before an arbitration panel where an action between ABC and a third party is pending which concerns the subject matter of this Purchase Agreement. Buyer agrees that, in the event, any action is brought upon, or due to, this Purchase Agreement by either Buyer or ABC, and ABC prevails, Buyer shall pay ABC's reasonable attorney's fees and other costs incurred because of or in connection with such action.
15. Waiver by ABC of any terms or conditions of this contract or waiver of any breach hereof shall not be construed as a waiver of any other term, condition, or breach. Determination that any provision of this Agreement is illegal or invalid shall not affect the validity or enforceability of the remaining provisions of this Agreement.
16. TD symbols printed on the front of any ABC warehouse picking/delivery ticket, invoice, or statement represents the tax and discount status of individual items. The following is a description of each symbol or combination of symbols:
 - / = Taxable regardless of the order's tax status
 - \ = Nontaxable regardless of the order's tax status
 - = Non-discountable regardless of the order's terms
 - ⌋ = Taxable and no discountable regardless of the order's tax status and terms
 - ⌋ = Nontaxable and no discountable regardless of the order's tax status and terms

If the item is taxable, and discountable based on the order's tax status and terms, no symbol will Print.

EXHIBIT B

3/30/2012

Account Aging Statement

Report for 01867937300

MATRIX LAND DEVELOPMENT

BASE ACCOUNT

5301 N. PIMA RD 130

SCOTTSDALE, AZ 85250-0000

Document	Doc. Date	Type	Due Date	PO Number	Total Balance	Future	Current	1-30 Days	31-60 Days	Over 60 Days
12706929	6/22/2011	INV	7/28/2011	MEIJOME	2573.97					2573.97
12854063	6/22/2011	INV	7/28/2011	BROWN	3273.55					3273.55
12854678	6/22/2011	INV	7/28/2011	PORTER	4622.7					4622.7
13015754	6/27/2011	INV	7/28/2011	PORTER	72.1					72.1
13026081	6/27/2011	INV	7/28/2011	MEIJOME	334.19					334.19
13012536	6/28/2011	INV	7/28/2011	DOWLING	3226.61					3226.61
13122548	7/1/2011	INV	8/28/2011	HOYLE-2823	3040.77					3040.77
13181874	7/6/2011	INV	8/28/2011	BRENDA-302	3173.18					3173.18
13182215	7/6/2011	INV	8/28/2011	BENEVIDES-3107	2577.82					2577.82
13366220	7/15/2011	INV	8/28/2011	ROBERTS-1326	4464.72					4464.72
13444876	7/19/2011	INV	8/28/2011	GARCIA-2249	3167.11					3167.11
13527545	7/20/2011	INV	8/28/2011	GARCIA-2249	316.03					316.03
12700546	7/27/2011	TAX	8/28/2011		15.3					15.3
12707482	7/27/2011	TAX	8/28/2011		266.86					266.86
12575193	7/27/2011	TAX	8/28/2011		142.92					142.92
LATECHG	7/31/2011	SVC	8/28/2011		211.55					211.55
13732897	8/1/2011	INV	9/28/2011	OSWOOD-710	2419.45					2419.45
13859066	8/4/2011	INV	9/28/2011	ROBERTS-1326	26.33					26.33
LATECHG	8/31/2011	SVC	9/28/2011		469.02					469.02
LATECHG	9/30/2011	SVC	10/28/2011		505.7					505.7
NO REMIT	10/28/2011	PMT	11/25/2011		-1000					-1000
Totals:		21			\$33,899.88	\$0.00	\$0.00	\$0.00	\$0.00	\$33,899.88

1 Timothy D. Ducar (015037)
2 LAW OFFICES OF TIMOTHY D. DUCAR, PLC
3 P.O. Box 72645
4 Phoenix, Arizona 85050
5 Telephone: (480) 502-2119
6 Facsimile: (480) 452-0900
7 tducar@azlawyers.com

8 *Attorneys for Plaintiff*

COPY

SEP 10 2013



MICHAEL K. JEANES, CLERK
W. POWLEY
DEPUTY CLERK

9 IN THE SUPERIOR COURT OF THE STATE OF ARIZONA
10 IN AND FOR THE COUNTY OF MARICOPA

11 AMERICAN BUILDERS &
12 CONTRACTORS SUPPLY CO.,
13 INC. DBA ABC SUPPLY CO, INC.,

14 Plaintiff,

15 -vs-

16 MATRIX LAND DEVELOPMENT,
17 INC., an Arizona Corporation,

18 Defendant.

No. CV2013-054466

CERTIFICATE ON COMPULSORY
ARBITRATION

19 The undersigned certifies that the largest award sought by Plaintiff, including
20 punitive damages, but excluding interest, attorneys' fees, and costs does not exceed the
21 limits set by A.R.C.P. Rule 72(b). This case is subject to Mandatory Arbitration.

22 DATED this 5th day of September, 2013.

23 LAW OFFICES OF TIMOTHY D. DUCAR, PLC

24 By 

25 Timothy D. Ducar
26 P.O. Box 72645
27 Phoenix, Arizona 85050
28 Attorneys for Plaintiff

Timothy Ducar
LAW OFFICES OF TIMOTHY D. DUCAR, PLC
P.O. Box 72645
Phoenix, AZ 85050
(480) 502-2119
Bar No. 164910

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA
IN AND FOR THE COUNTY OF MARICOPA

AMERICAN BUILDERS AND CONTRACTORS
SUPPLY CO., INC. dba ABC SUPPLY CO., INC.
Plaintiff,

Case Number: CV2013-054466

RETURN OF NON-SERVICE

vs.

MATRIX LAND DEVELOPMENT, INC.
Defendant.

Received by Rush Attorney & Process Services, Inc. to be served on **MATRIX LAND DEVELOPMENT, INC., 5301 N. PIMA ROAD, SUITE #130, SCOTTSDALE, AZ 85250.**

I, DANA K. JUEL, do hereby affirm that on the **28th day of October, 2013 at 1:05 pm, I:**

NON-SERVED the **SUMMONS, COMPLAINT AND CERTIFICATE OF COMPULSORY ARBITRATION** for the reason that I failed to find **MATRIX LAND DEVELOPMENT, INC.** or any information to allow further search. Read the comments below for further details.

Additional Information pertaining to this Service:


MULTIPLE ATTEMPTS AT DIFFERENT TIMES OF THE DAY AND NIGHT, WEEKDAYS AND WEEKENDS, HAVE BEEN MADE AT THE ADDRESS OF 11333 N. 92ND STREET #1130, THE ADDRESS LISTED WITH THE ARIZONA CORPORATE COMMISSION FOR STATUTORY AGENT TANNER RAY TIPPIE BUT NO ONE HAS EVER ANSWERED THE DOOR. THIS ADDRESS IS A RESIDENTIAL ADDRESS AND ON ONE OR MORE OF THOSE ATTEMPTS I KNOW FOR CERTAIN SOMEONE WAS AT HOME BUT THEY REFUSED TO ANSWER OR ACKNOWLEDGE MY PRESENCE. I THEN MADE AN ATTEMPT AT THE DOMESTIC ADDRESS OF 5301 N. PIMA RD. #130. THIS ADDRESS IS OCCUPIED BY A REAL ESTATE COMPANY. WHEN I INQUIRED WITHIN, I WAS TOLD THAT MATRIX LAND DEVELOPMENT USED TO SUB-LEASE AN OFFICE FROM THEM BUT SHE DID NOT RECOGNIZE THE STATUTORY AGENT'S NAME. (TANNER TIPPIE) I WAS ALSO TOLD THAT J R HUDSPETH (DIRECTOR FOR MATRIX ON THE CORPORATE DOCUMENTS) DID HAVE ANOTHER BUSINESS AT THE LOCATION BUT HE WAS NOT IN. SHE GAVE ME A PHONE NUMBER TO CALL BUT I GOT AN ANSWERING SERVICE. THE PERSON THERE GAVE ME MR. HUDSPETH'S CELL NUMBER. I CALLED IT BUT GOT HIS VOICEMAIL SO I LEFT A MESSAGE. THE NEXT DAY MR. HUDSPETH RETURNED MY CALL. I EXPLAINED WHO I WAS AND WHAT I WAS ATTEMPTING TO DO. HE INFORMED ME THAT TANNER TIPPIE WAS NOT IN ARIZONA SO I WOULD NOT FIND HIM AT THE 11333 N. 92ND STREET ADDRESS. HE ALSO STATED THAT HE WAS NEGOTIATING WITH THE PLAINTIFF'S ATTORNEY (TIM DUCAR) AND THAT I SHOULD SPEAK WITH HIM. HE STATED THAT IF NEED BE HE WOULD ACCEPT SERVICE BUT HE DID NOT THINK IT WOULD BE NECESSARY. I SPOKE TO MR. DUCAR WHO REQUESTED I GO FORWARD WITH SERVICE OF PROCESS. I CALLED MR. HUDSPETH BACK AND HE SOUNDED VERY FRUSTRATED AND SAID HE WAS BUSY THAT DAY AND TO CALL HIM THE NEXT DAY. I HAVE MADE NUMEROUS CALLS AND HAVE LEFT NUMEROUS MESSAGES BUT MR. HUDSPETH HAS NOT ANSWERED OR RETURNED MY CALLS. IT IS OBVIOUS THAT HE IS NOW AVOIDING SERVICE OF PROCESS.

Service Fee Items:

Notary/Aff. Prep.	\$8.00
Attempt (11333 N. 92ND STREET)	\$75.16
Attempt (5301 N. PIMA ROAD)	\$61.05
Total	\$144.21

RETURN OF NON-SERVICE for CV2013-054466

I certify that I am over the age of 21, have no interest in the above action, and am a Certified Process Server, in good standing, in the judicial circuit in which the process was served. I also verify under penalty of perjury that the foregoing is true and correct. Executed on 11/17/2013.



DANA K. JUEL
5181

Rush Attorney & Process Services, Inc.
5025 N. Central Ave.
#507
Phoenix, AZ 85012
(602) 271-0368
Our Job Serial Number: PAD-2013001580
Ref: ABC v. MATRIX LAND DEV.

Corporate Inquiry

01/28/2014

State of Arizona Public Access System

2:33 PM

File Number: -1146791-9

Corp. Name: MATRIX LAND DEVELOPMENT, INC

Domestic Address

5301 N PIMA RD #130

SCOTTSDALE, AZ 85250

Second Address

Agent: TANNER RAY TIPPIE

Status: APPOINTED 04/20/2011

Mailing Address:

11333 N 92ND ST #1130

SCOTTSDALE, AZ 85260

Agent Last Updated: 05/23/2011

Business Type:

Domicile: ARIZONA

County: MARICOPA

Corporation Type: BUSINESS

Life Period: PERPETUAL

Incorporation Date: 08/06/2004

Approval Date: 08/06/2004

Last A/R Received: 8 / 2013

Date A/R Entered: 09/04/2013

Next Report Due: 08/06/2014

INVALID KEY FUNCTION. (A058)

Dana K. Juel

CORPORATIONS DIVISION
RECORDS SECTION
1300 West Washington
Phoenix, Arizona 85007-2929

User Id: JBARKER
Invoice No.: 4394365

Check Batch:
Invoice Date: 01/28/2014
Date Received: 01/28/2014
Customer No.:

ATTN:
(CASH CUSTOMER)

Quantity	Description	Amount
1	SERVICE OF PROCESS -1146791-9 MATRIX LAND DEVELOPMENT, INC	\$25.00
Total Documents: \$		25.00
	CHECK 1634	\$25.00
	PAYMENT	
Balance Due: \$		0.00

