

## Second Amended Notice of Construction Lien

**Claimant:** NHF DISTRIBUTING, LLC, 436 W UNIVERSAL CIRCLE, SANDY, UT, 84070 (801) 545-4449  
**Reputed Owner:** GBR INVESTMENTS 5 LLC  
**Record Owner:** GBR INVESTMENTS 5 LLC  
**Non-paying Party:** MILLCREEK BUILDERS CORP  
**Amount owed:** \$237,168.02, together with interest, costs, and reasonable attorney fees.  
**First labor/materials were furnished:** December 20, 2017 **Last labor/materials were furnished:** December 1, 2018

This lien encompasses work for construction for Evermore Gardens, LLC. In the event it is determined that the work in question did not substantially benefit the owner or was not otherwise authorized by the owner so as to charge the fee interest of GBR Investments 5, LLC, then the lien may be limited to the leasehold interest of the tenant in the space occupied by Evermore Gardens, LLC.

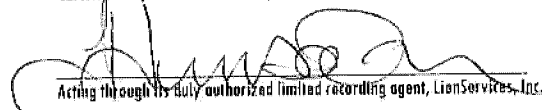
The undersigned NHF DISTRIBUTING, LLC does hereby amend that certain Amended Notice of Construction lien recorded on January 24, 2019 as entry #6424:2019 which amended the certain Notice of Construction Lien recorded January 8, 2019 as entry # 1759:2019 in the Office of the Utah County Recorder, State of Utah, affecting that certain real property located in Utah County, State of Utah, and more particularly described as follows:

LOT 2, PLAT B, THE VOID SUB AREA 12.751 AC. UTAH COUNTY, STATE OF UTAH.  
54:336:0002

PROTECTION AGAINST LIENS AND CIVIL ACTION. Notice is hereby provided in accordance with Section 38-11-108 of the Utah Code that under Utah law an "owner" may be protected against liens being maintained against an "owner-occupied residence" and from other civil action being maintained to recover monies owed for "qualified services" performed or provided by suppliers and subcontractors as a part of this contract, if either section (1) or (2) is met:

- (1)(a) the owner entered into a written contract with an original contractor, a factory built housing retailer, or a real estate developer;
  - (b) the original contractor was properly licensed or exempt from licensure under Title 58, Chapter 55, Utah Construction Trades Licensing Act at the time the contract was executed; and
  - (c) the owner paid in full the contracting entity in accordance with the written contract and any written or oral amendments to the contract; or
- (2) the amount of the general contract between the owner and the original contractor totals no more than \$5,000."
- (3) An owner who can establish compliance with either section (1) or (2) may perfect the owner's protection by applying for a Certificate of Compliance with the Division of Occupational and Professional Licensing. The application is available at [www.dopl.utah.gov/trl](http://www.dopl.utah.gov/trl).
- DATED this 4th day of March, 2019.

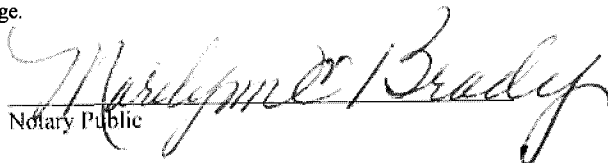
CLAIMANT, NHF DISTRIBUTING, LLC

  
Acting through its duly authorized limited recording agent, LienServices, Inc.

### ACKNOWLEDGMENT

On the 4th day of March, 2019, Tracy Hunsaker personally appeared before me and stated and swore under oath that DJP LienServices, Inc. is the authorized agent to sign for Claimant, that this Notice of Construction Lien was signed on claimant's behalf, that DJP LienServices, Inc. is authorized by Claimant to sign on its behalf, that this claim of Construction Lien and the information contained herein is true and correct and represents a valid claim to the best of her knowledge.



  
Notary Public