

CERTIFICATE OF SUBSTANTIAL COMPLETION

Date: _____

Owner: _____

Property: _____

On, the ____ day of _____, 20____, the governing authority with jurisdiction over the Project issued a Certificate of Occupancy, or equivalent document.

The Project has been substantially completed according to the plans and specifications, as applicable, as of the date hereof (hereinafter ADate of Substantial Completion@).

1.0 Within thirty (30) days after either (1) the issuance of a Certificate of Occupancy, or (2) written notice of completion of the Project from the Contractor to the Owner, the Owner has had the opportunity to create a "punch list", which was completed by the Owner and returned to the Contractor.

2.0 Upon receipt of the "punch list@ from the Owner, the Contractor has made every reasonable effort to substantially complete the items contained on the Apunch list@ to the extent that said items fall within the Plans and Specifications, or any amendments thereto, within thirty (30) days of the receipt thereof.

3.0 The Contractor has substantially completed all of the items contained on the Apunch list@ that have fallen within the purview of the Plans and Specifications, as amended, or the Owner has failed to or did not submit a "punch list" to the Contractor within the time permitted pursuant to 1.0, above, and within the time permitted pursuant to paragraph 3.1 of the Construction Contract.

WITNESS OUR SIGNATURES, this the ____ day of _____, 2010.

Contractor:

**PANTHER CREEK BUILDERS,
INC., a Mississippi corporation**

BY: _____

Owner:

TARIS WILLIAMS

BY: _____

MEGAN WILLIAMS

BY: _____

Pursuant to paragraph 3.3 of the Construction Contract between Owner and Contractor, there shall only be one (1) "punch list@, as described in sub-paragraphs 3.1 and 3.2, of the Construction Contract. The Owner acknowledges that it is the Owner's responsibility to diligently, carefully and completely prepare the "punch list" for delivery to the Contractor. The Owner further acknowledges that the Contractor has no obligation, whatsoever, to accept multiple amendments or counterparts to said "punch list" once it has been submitted to the Contractor as per 3.3, of the Construction Contract.