

STATE OF MICHIGAN JUDICIAL DISTRICT 17TH JUDICIAL CIRCUIT COUNTY PROBATE	SUMMONS AND COMPLAINT	CASE NO. CH
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Court address 180 Ottawa Ave., NW, Grand Rapids, MI 49503 **Court telephone no.** (616) 632-5480

Plaintiff's name(s), address(es), and telephone no(s). P.A.G., Inc.; Home Acres Building Supply Co. LLC; Talsma Drywall, Inc.; Lake Effect Interior Installations; Hurst Mechanical, Inc.; Welch Title & Marble Co.; Walsh Const. Co., Inc.; W. Mich. Landscape; VanDuinen El. Co.; Burgess Concrete Const. Co.; Feyen-Zylstra Electric, Inc.	
Plaintiff's attorney, bar no., address, and telephone no. Kenneth G. Walters (P26697) (269) 388-5500 James K. Schepers (P42465) (616) 554-2900 Stephen A. Hilger (P44776) (616) 458-3600	

v

Defendant's name(s), address(es), and telephone no(s). Alpinist Endeavors, LLC; John C. Buchanan, Sr. and John C. Buchanan, Jr.; Mercantile Bank Mortgage Company, LLC; Avastar Park Industrial Condominium Association by its President, John C. Buchanan, Sr. Additional named parties per MCL 570.1101 et seq, Total Fire Protection, Inc.; Buist Electric, Inc.; K & K Concrete of Holland, LLC; Hohnstein Construction Services (Michael Hohnstein)

SUMMONS NOTICE TO THE DEFENDANT: In the name of the people of the State of Michigan you are notified:

1. You are being sued.
2. **YOU HAVE 21 DAYS** after receiving this summons to **file a written answer with the court** and serve a copy on the other party **or take other lawful action with the court** (28 days if you were served by mail or you were served outside this state). (MCR 2.111[C])
3. If you do not answer or take other action within the time allowed, judgment may be entered against you for the relief demanded in the complaint.

Issued	This summons expires	Court clerk
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*This summons is invalid unless served on or before its expiration date.
 This document must be sealed by the seal of the court.

COMPLAINT *Instruction: The following is information that is required to be in the caption of every complaint and is to be completed by the plaintiff. Actual allegations and the claim for relief must be stated on additional complaint pages and attached to this form.*

Family Division Cases

- There is no other pending or resolved action within the jurisdiction of the family division of circuit court involving the family or family members of the parties.
- An action within the jurisdiction of the family division of the circuit court involving the family or family members of the parties has been previously filed in _____ Court.
- The action remains is no longer pending. The docket number and the judge assigned to the action are:

Docket no.	Judge	Bar no.
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General Civil Cases

- There is no other pending or resolved civil action arising out of the same transaction or occurrence as alleged in the complaint.
- A civil action between these parties or other parties arising out of the transaction or occurrence alleged in the complaint has been previously filed in _____ Court.
- The action remains is no longer pending. The docket number and the judge assigned to the action are:

Docket no.	Judge	Bar no.
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VENUE

Plaintiff(s) residence (include city, township, or village) State of Michigan/Kent County	Defendant(s) residence (include city, township, or village) Lien Defendants' property/Kent County
Place where action arose or business conducted 2150 Alpine Ave., NW, Walker, Michigan/Kent County	

08/04/2010
 Date


 Signature of attorney/plaintiff

If you require special accommodations to use the court because of a disability or if you require a foreign language interpreter to help you fully participate in court proceedings, please contact the court immediately to make arrangements.

STATE OF MICHIGAN
IN THE 17H CIRCUIT COURT FOR THE COUNTY OF KENT

P.A.G., INC.;
HOME ACRES BUILDING SUPPLY CO. LLC;
TALSMA DRYWALL, INC.;
LAKE EFFECT INTERIOR INSTALLATIONS;
HURST MECHANICAL, INC.;
WELCH TILE & MARBLE CO.;
WALSH CONSTRUCTION CO., INC.;
WEST MICHIGAN LANDSCAPING AND CONSTRUCTION;
VAN DUINEN ELEVATOR CO.;
BURGESS CONCRETE CONSTRUCTION CO.;
FEYEN-ZYLSTRA ELECTRIC, INC.;

Hon.

Case No:

Plaintiffs,

v

ALPINIST ENDEAVORS, LLC;
JOHN C. BUCHANAN, SR. and JOHN C. BUCHANAN, JR.;
MERCANTILE BANK MORTGAGE COMPANY, LLC;
AVASTAR PARK INDUSTRIAL CONDOMINIUM
ASSOCIATION by its PRESIDENT, JOHN C. BUCHANAN, SR.;

Defendant.

(Parties required by statute to be included in this Complaint are listed in paragraph 3)

Kenneth G. Walters (P26697)

Attorney for Plaintiffs
1604 West Milham Avenue
Portage, MI 49024
(269) 388-5500

James K. Schepers (P42465)

Attorney for Plaintiffs
6617 Crossings Drive, SE
Grand Rapids, MI 49508
(616) 554-2900

Stephen A. Hilger (P44776)

Attorney for Plaintiffs
40 Monroe Center, NW, Ste. 200
Grand Rapids, MI 49503
(616) 458-3600

COMPLAINT

Now come Plaintiffs by and through their attorneys and for their Complaint, state as follows:

GENERAL ALLEGATIONS

1. A. The following Plaintiffs are represented by **attorney Kenneth G. Walters:**

P.A.G., Inc., a Michigan corporation, with its principal office located at 440 36th Street, Wyoming, MI 49548. Progressive Building Services is a dba thereof. **Home Acres Building Supply Co. LLC**, a Michigan limited liability company, with its principal office at 5203 Division Avenue S, Grand Rapids, MI 49548. **Talsma Drywall, Inc.**, a Michigan corporation, with its principal office located at 3000 Remico SW, Grandville, MI 49418. **Lake Effect Interior Installations** is a dba for Juan A. Marquez, Jr. located at 5528 124th Avenue, Fennville, MI 49408-9403. **Hurst Mechanical, Inc.**, a Michigan corporation, with its principal office located at 5800 Safety Drive, Belmont, MI 49306. **Welch Tile & Marble Co.**, a Michigan corporation, with its principal office located at 13864 Eagle Ridge Drive, Kent City, MI 49330. **Walsh Construction Co., Inc.**, a Michigan corporation, with its principal office located at 1035 Butterworth Street, SW, Grand Rapids, MI 49504. **West Michigan Landscaping and Construction** is a dba of Rene Rios, whose principal office is located at 748 Pine Bay, Holland, MI 49424. **Van Duinen Elevator Co.**, a Michigan corporation, with its principal office located at 2952 Hillcroft, SW, Wyoming, MI 49508.

B. The following Plaintiff is represented by **attorney James K. Schepers:**

Burgess Concrete Construction Co., a Michigan corporation, with its principal office located at 1262 Cutting Industrial Drive, Moline, MI 49335.

C. The following Plaintiff is represented by attorney **Stephen A. Hilger**:

Feyen-Zylstra Electric, Inc., a Michigan Corporation, with its principal office located at 210 Front Street, SW, Grand Rapids, MI 49504.

2. That Lien Defendant, **Alpinist Endeavors, LLC**, is a Michigan Limited Liability Company, ID Number **B 1805P**. **Mercantile Bank Mortgage Company, LLC**, a Michigan limited liability company, with its registered office at 310 Leonard, NW, Grand Rapids, MI 49504. The status of the entity **Avastar Park Industrial Condominium Association** is unknown. Its stated President is John C. Buchanan, Sr. Sheila Buchanan is the stated Property Manager with an address of 171 Monroe, NW, Suite 750, Grand Rapids, MI 49503. Individuals John C. Buchanan, Sr. and John C. Buchanan, Jr. are known to work and/or reside in Kent County. John C. Buchanan, Sr. is listed as having a law office located at the same address, 171 Monroe, NW, Suite 750, Grand Rapids, MI 49503.

3. On information and belief, other parties who may have an interest in property owned by Lien Defendant, Alpinist Endeavors, LLC, and are required as necessary parties pursuant to the Michigan Construction Lien Act (CLA), MCL 570.1101 et seq, as follows: **Total Fire Protection, Inc.**, a Michigan corporation, with its principal office located at 5062 Kendrick Court, Grand Rapids, MI 49512. **Buist Electric, Inc.**, a Michigan corporation, with its office located at 8650 Bryon Center Avenue, SW, Bryon Center, MI 49315. **K & K Concrete of Holland, LLC**, a Michigan Limited Liability Company with its principal office located at 3622 Butternut Drive, Holland, MI 49424. **Hohnstein Construction Services (Michael Hohnstein)**, with an address of 4123 Reinhardt Drive, Stevensville, MI 49127.

4. The amount in controversy exceeds \$25,000 and is otherwise within the jurisdiction of this court.

HISTORY

5. That on February 27, 2004 Articles of Organization were filed by **John C. Buchanan, Jr.** for **“Blue Bridge Commercial, LLC”** . Same was assigned **ID Number B18-05P**. On March 01, 2005 the Annual Statement for the LLC was filed by John C. Buchanan, Jr. as “Member” and paid for with check #3118 on the account of **“BLUE BRIDGE VENTURES.”**

On March 6, 2006 the Annual Statement, signed by John C. Buchanan, Jr. as “Member” was filed and paid with check#3521 on the account of **“BLUE BRIDGE VENTURES, LLC.”** Following same a **CERTIFICATE OF AMENDMENT TO THE ARTICLES OF ORGANIZATION for BLUE BRIDGE COMMERCIAL, LLC (ID NUMBER B1805P)** was filed and signed by **John C. Buchanan, Jr. changing the name to “ALPINIST ENDEAVORS, LLC.”**

On June 29, 2007 another **CERTIFICATE OF AMENDMENT TO THE ARTICLES OF ORGANIZATION FOR LLC (ID #B18-05P)** signed by John C. Buchanan, Jr. was fax filed from the law office of “Miller, Canfield” affirming that **“The business of the LLC shall be managed by or under authority of one or more managers, who may, but need not be, members.”** The Certificate affirmed that **“The amendment was approved by unanimous vote of all of the members entitled to vote.”** (The 2007, 2008 & 2009 Annual statements were signed by **John C. Buchanan, Sr.** indicating a Title of “managing member”.) See **Exhibit 1** for the above referenced documents.

6. That on **April 21, 2006** a **“CONSTRUCTION MORTGAGE”** was executed concerning the subject property **Mercantile Bank Mortgage Company, LLC as Grantee** and **ALPINIST ENDEAVORS, LLC as Grantor**. The mortgage was signed on behalf of the grantor by **John C. Buchanan, Jr., Trustee of John C. Buchanan, Jr. Trust**. The **“JOHN C. BUCHANAN TRUST”** was indicated to be a **“Member of ALPINIST ENDEAVORS, LLC.”** The Mortgage was recorded on **April 25, 2006**. (See **Exhibit 2**) It provided for **future advances** post commencement, of work on the property.

7. That on **the same day of April 25, 2006** a **NOTICE OF COMMENCEMENT** was filed. Same stated the owner of the property was **ALPINIST ENDEAVORS, LLC** and the General Contractor if any, was **“Blue Bridge Ventures”**. It was signed by **John C. Buchanan, Jr., Trustee of John C. Buchanan, Jr. Trust** and indicated to be a **“Member of ALPINIST ENDEAVORS, LLC”**. (See **Exhibit 3**)

8. That shortly thereafter on **June 15, 2006** a **NOTICE OF COMMENCEMENT** was filed. Same stated the **designee** was **“Beta Design” & BLUE BRIDGE VENTURES, L.L.C.** which was also stated to be the **Developer**. Same was signed by **“Laura Holleman-Contract Coordinator”**. (See **Exhibit 4**) **There is no record of any other “Notices of Commencement” filed concerning the ongoing project to the present neither did Alpinist Endeavor’s, LLC “post and keep posted a copy of the notice of commencement in a conspicuous place on the real property described in the notice during the course of the actual physical improvement(s) to the real property” as required by MCL 570.1108 (8).**

9. That **BLUE BRIDGE VENTURES, LLC** (Michigan ID # B0611A) Articles of Organization are recorded with the state of Michigan as being signed by **John C. Buchanan, Jr.,**

member on May 25, 2001. Same were drafted by attorney Robert J. Nolan, at that time a member of the law firm “Miller, Canfield.” The address of the LLC was listed as **648 Monroe Avenue, NW, Suite 215, Grand Rapids, MI 49503.** (See **Exhibit 5**)

10. That on April 21, 2006 Lien Defendant Alpinist Endeavors, LLC had taken ownership of the subject property involved in this matter by way of a “COVENANT DEED.” (See **Exhibit 6**) The purchased property is commonly referred to as the old Lear Building(s) which is located in a designated tax abatement zone in the City of Walker.

11. That the work on the subject property proceeded from and after the recorded Notice(s) of Commencement, supra, to the present.

12. That on July 12, 2007 the subject property was parceled into condominium units by Alpinist Endeavors, LLC. (A copy of the first page of the Master Deed, prepared by Defendant Alpinist Endeavors, LLC attorney Robert J. Nolan is attached as **Exhibit 7.**)

13. According to certain filings/documents, **John C. Buchanan, Sr.** is indicated to be the President of **AVASTAR PARK INDUSTRIAL CONDOMINIUM ASSOCIATION.** His wife, Sheila Buchanan, is listed as Property Manager.

14. That on **February 25, 2009** a **COVENANT DEED** was executed by ALPINIST ENDEAVORS, LLC in favor of “WATERS VIEW, LLC,” for part of the project property. Same was signed by **John C. Buchanan, Sr.** as “**Its Manager.**” (See **Exhibit 8**) On **May 5, 2009** a document titled “GRAND RAPIDS PUBLIC UTILITY EASEMENT” was similarly executed by **John C. Buchanan, Sr.** as “**Manager**” of Alpinist Endeavors, LLC. (See **Exhibit 9**)

15. That, however, on December 29th/30th **John C. Buchanan, Sr.** signed and recorded the **FIRST AMENDMENT TO RECIPROCAL EASEMENT AGREEMENT**. In addition to signing as “Managing Member” of Alpinist Endeavors, LLC he swore in the same document that **John C. Buchanan, Sr., Trustee of the John C. Buchanan Trust u/a/d April 25, 1989, as amended**” was “the **Managing member of ALPINIST ENDEAVORS, LLC.** (See **Exhibit 10**)

16. That throughout the course of the work on the Alpinist Endeavors, LLC property (the old Lear building) both John C. Buchanan, Sr. and John C. Buchanan, Jr. have operated privately and publically in accordance with the filings of record on behalf of their interests in and ownership of Alpinist Endeavors, LLC.

17. That in 2009 and 2010 work continued on the property/project. John C. Buchanan, Jr., recruited and engaged various contractors, subcontractors, laborers and materialmen to work on the subject property/project publically owned by Alpinist Endeavors, LLC. Same was accomplished through a similar pattern of behavior to wit:

a) written contracts were not promulgated, offered, or signed except as some contractors or subcontractors demanded;

b) time was said to be of the essence (which necessitated overtime and long hours by those he recruited);

c) promises that payment was imminent;

d) written lien waivers were required by his dad, John C. Buchanan, Sr. to be signed before work could be done and/or promises were solicited by John C. Buchanan, Jr. that no liens would be filed by those he recruited. Alpinist Endeavors, LLC, through attorney Robert J. Nolan, participated in both the insistence on, preparation of, and promulgation of the pre-work lien

waivers, which are contrary to public policy and are invalid per MCL 570.1115. Moreover, it appears that some waivers were signed in blank and then filled in by agents of Alpinist Endeavors, LLC ; and

e) nonpayment of monies owed and accruing was blamed on the State of Michigan for acting improperly. The agent claimed that Alpinist Endeavors, LLC had a signed agreement for multi-million dollar tax credits for which a closing had been held and the documents were allegedly being held in escrow, pending payment by the State.

18. That to date, most of the Plaintiff (and other named) contractors, subcontractors, materialmen and/or laborers have not been paid any money. Said amounts owed by Alpinist Endeavors, LLC total between one and two million dollars as Plaintiffs are informed and believe.

19. That Alpinist Endeavors, LLC by and through John C. Buchanan, Sr. has informed various of the contractors, subcontractors, materialmen and/or laborers that they never had a contract with Alpinist Endeavors, LLC and therefore, they can not look to them for payment.

20. That various liens have been filed and perfected. However, same notwithstanding, Plaintiffs are informed by the Michigan Attorney General's Office that one of the condominiums, which is part of the liened/subject property, is scheduled for sale and closing in the immediate future. (The referenced unit is No. 4) Moreover, Plaintiff's are informed and believe that, the perfected liens notwithstanding, John C. Buchanan, Sr. has let it be known that he and Alpinist Endeavors, LLC have no intention to voluntarily pay any of the liens or those contractors, subcontractors, materialmen or laborers who worked on the project without having perfecting their lien rights.

21. That Plaintiffs are justly fearful that should a cash sale or otherwise take place, they may be irreparably harmed. This is particularly so for those who are owed for their labor and materials but did not perfect their liens either on the misunderstanding that such rights had been irrevocably waived by them, and/or they were induced to not file liens within 90 days of cessation of work on the promise(s) of imminent payment or threat that they could not file a lien and be paid.

COUNT I

FORECLOSURE of the CONSTRUCTION LIENS

22. That Plaintiffs incorporate by reference paragraph's 1-21 as though fully restated herein.

23. That Plaintiffs supplied labor and materials in connection with the improvements made to the subject property of Alpinist Endeavors, LLC. Such labor and materials were furnished pursuant to request of Alpinist Endeavors, LLC by and through it's authorized members and or agents, as recorded in the official public record(s) and upon which the Plaintiffs reasonably relied.

24. That Plaintiffs respective first and last dates of supplying labor and materials on the property were within the 90 day statutory period required by MCL 570.1111. In addition, the respective liens, notices of furnishing, and proofs of service were filed and/or prepared and are attached hereto as **Exhibit 11**.

25. That Plaintiffs are currently owed by Alpinist Endeavors, LLC money for their respective labor and materials as follows: See attachment to **Exhibit 11**.

26. That Plaintiffs have complied with the intent and requirements of the Construction Lien Act (CLA) and therefore have valid and enforceable liens on the subject property.

27. That Plaintiffs will immediately file an appropriate Notice of Lis Pendens with the Register of Deeds; a copy of same is attached as **Exhibit 12**.

28. That on information and belief, most of the Claimants not presently aligned as Plaintiffs received nothing in payment save the skilled promises of John C. Buchanan, Jr. The exact amounts owed to them are unknown.

Wherefore, Plaintiffs request the Court to grant the following relief:

A. Find that the Plaintiffs have a valid lien on the subject property for the respective amounts due, with interest, costs, attorney fees, and charges as provided by law;

B. Determine the liens of Plaintiffs to be superior to all other claims including any future advances made by Mortgagee Mercantile Bank after commencement of the first work on the property following the executed and recorded Notice of Commencement(s) by Alpinist Endeavors, LLC per MCL 570.1119(4);

C. Establish the statutory proceedings required to sell the subject property to satisfy Plaintiffs lien claims, as provided by the CLA and order that the property be sold;

D. Order that from the proceeds of the sale, Plaintiffs be paid from the sums found due, with interest, costs, attorney fees, and charges as provided by law;

E. Determine the relative rights of the other potential lien claimants that are not named Plaintiffs but which may have valid and enforceable lien rights under the CLA;

F. **Alternatively, appoint a receiver of the premises to collect the rents and profits and apply the rents and profits to the satisfaction of Plaintiffs respective lien claims. In**

addition, to ensure that there are no “secret” sales of the premises and secreting or dissipation of the sale proceeds by Alpinist Endeavors, LLC or its agents in derogation of the CLA. Same will help ensure that no irreparable harm or prejudice is suffered or inflicted upon Plaintiffs and the other named and unknown potential lien claimants that the Court may determine have enforceable lien rights under the CLA.

COUNT II

BREACH OF CONTRACT

29. Plaintiffs incorporate by reference paragraphs 1-28 as though fully restated herein.

30. That Plaintiffs entered into agreements with Alpinist Endeavors, LLC to furnish certain labor and materials in connection with improvements made to the subject property owned by Lien Defendant, Alpinist Endeavors, LLC. By operation and requirement of its agent(s) said contracts were verbal in most instances.

31. That Plaintiffs have performed all of their obligations per the contract(s).

32. That Plaintiffs are owed the respective sums listed in paragraph 25, supra.

33. That Plaintiffs have demanded and Lien Defendant by and through John C. Buchanan, Jr. had promised to pay the amounts owing. Those promises became qualified and “contingent” upon the State of Michigan giving Lien Defendant multiple millions of dollars in tax credits. Same were to be sold to unnamed investors, pursuant to an already escrowed closing agreement, which would then “allow” Lien Defendant to pay the one to two million dollars promised to Plaintiffs and others for their work and materials furnished to Lien Defendant.

34. Plaintiffs have performed their requested services at least to the point where the Lien Defendant's broken promise(s) were such that Plaintiffs had to cease work. Lien Defendant's failure and refusal to pay all the sums due under the respective contracts of Plaintiffs, constitute a material breach of the contract(s).

Wherefore, Plaintiffs pray for judgment against Lien Defendant, Alpinist Endeavors, LLC in the respective amounts owed, plus interest, costs, and attorney fees and for such further and additional relief as may be fair and just under the circumstances.

COUNT III

PROMISSORY ESTOPPEL/UNJUST ENRICHMENT

35. Plaintiffs incorporate by reference paragraphs 1-34 as though fully restated herein.

36. That Plaintiffs were recruited to supply labor and materials for the benefit of Lien Defendant Alpinist Endeavors, LLC and promised payment therefore.

37. That Lien Defendant Alpinist Endeavors, LLC would be unjustly enriched by the value of the labor and materials it has received by its nonpayment to Plaintiffs and all the others potential claimants that have received nothing, beyond the broken promises.. That sum is believed to well exceed a million dollars.

38. That Plaintiffs relied on the promises of Lien Defendant and Alpinist Endeavors, LLC would be unjustly enriched having paid almost nothing to Plaintiffs and the others referenced herein. Accordingly, Plaintiffs are entitled to equitable judgment in the amount(s) promised and owed to them.

Wherefore, Plaintiffs pray for judgment against Lien Defendant, Alpinist Endeavors, LLC in the respective amounts owed, plus interest, costs, and attorney fees and for such further and additional relief as may be fair and just under the circumstances.

COUNT IV

CONCERT OF ACTION

39. Plaintiffs incorporate by reference as though fully restated herein paragraphs 1-38.

40. That at all relevant times John C. Buchanan, Sr. and John C. Buchanan, Jr. engaged in the activities above described on behalf of Alpinist Endeavors, LLC of which they (and/or their “trusts”) were, on information and belief, the owners and sole members of.

41. That each of the Buchanans appeared publically on behalf of themselves and their LLC to promote the development, improvement, and ultimate sale of the property owned by their LLC.

42. That each of the Buchanans operated privately and publically, individually and corporately in concerted activities in an attempt to procure tax credits from the State of Michigan that would produce millions of dollars in profit to them, should same be granted. Part and parcel of their mode of operation was to present to the State a falsely inflated appraised value for the Lien Defendants’ property which would in turn be a material part of the basis in which to qualify for the said millions of dollars in tax credits to their LLC, and thus directly for their personal benefit.

43. That Plaintiffs were told the receipt of the millions of dollars was imminent and forthcoming and they would be paid. By so stating Plaintiffs and many others were induced to continue to supply their labor and services on the sure promise of payment which was based on common design, violation of statute, and an illegal scheme to obtain those monies from the State.

44. That Plaintiffs have learned that the information given to them, the public and the state was materially false and not as represented i.e. they used false pretenses to attempt to obtain certain tax credits from the State of Michigan to which they would otherwise not be entitled to or qualify for.

45. That Plaintiffs have been told by the Buchanans that their LLC, Alpinist Endeavors, did not contract with them and owes them nothing. Presumably, they will take the position that John C. Buchanan, Jr. or his separate LLC (Blue Bridge Ventures LLC) are the only parties who may be sued. He has multiple judgments against him and as is well known publically as well as to John C. Buchanan, Sr. to be personally uncollectible. Moreover, Blue Bridge Ventures, LLC is a hollow shell and as uncollectible as John C. Buchanan, Jr.

46. That the Buchanans, by design, did not display a Notice of Commencement in a conspicuous place on the Lien Defendant's property as they know is required by the CLA. The Buchanans did not put contracts in writing so that they could attempt to deny responsibility. They now have stated that their LLC, Alpinist Endeavors, is **not** in privity of contract with those that were solicited to provide over one million dollars in labor and supplies to the Lien Defendant property. All the while the Buchanans were engaged in concerted activities to promote the improvements made to their property in the media and to the state of Michigan to facilitate receipt of millions of dollars in tax credits. They claimed that millions of dollars were being invested which must have included the labor and supplies of all of those who have not been paid a dime including Plaintiffs.

47. That the Buchanans concerted actions to procure from the state of Michigan millions of dollars in tax credits, attempts to require pre-work waivers of liens, from the Plaintiffs and

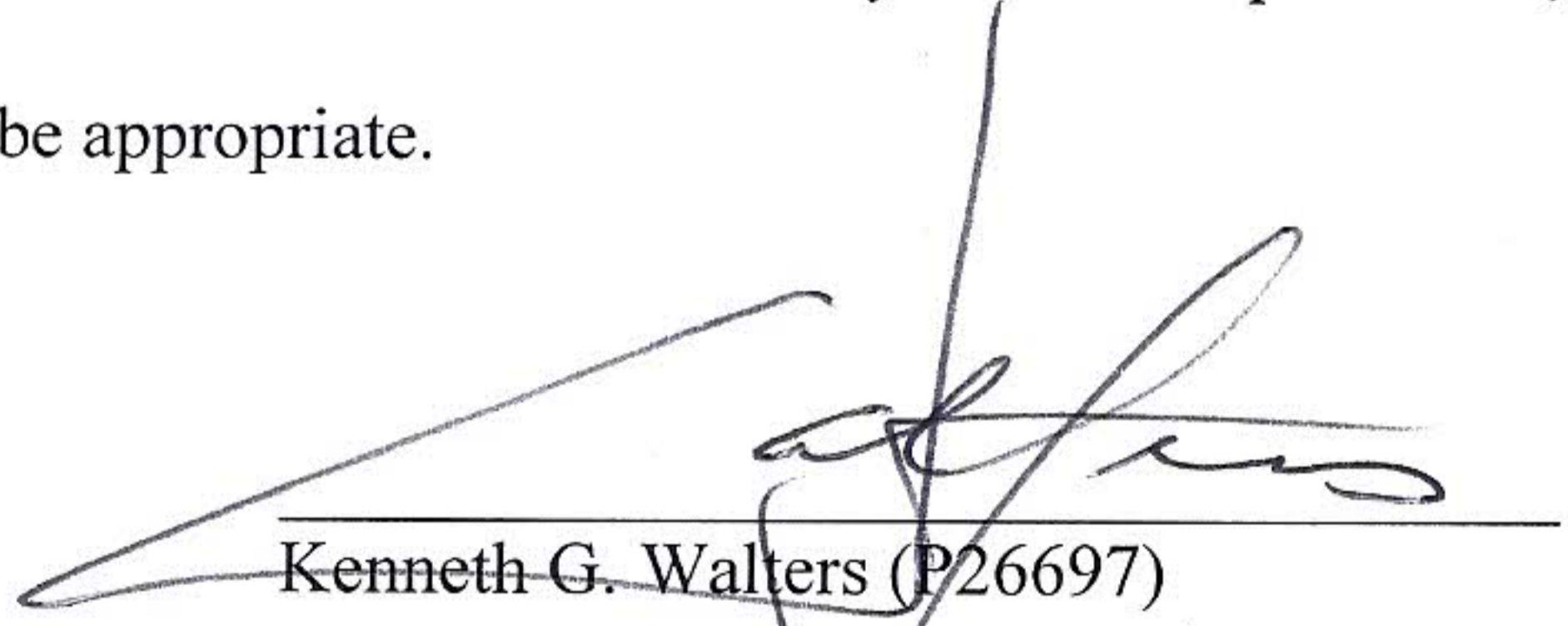
others in favor of their LLC, Alpinists Endeavors, violations of Michigan civil and criminal code(s) and present denial of any contractual obligation or otherwise by their LLC, renders damage to those they have and are attempting to defraud.

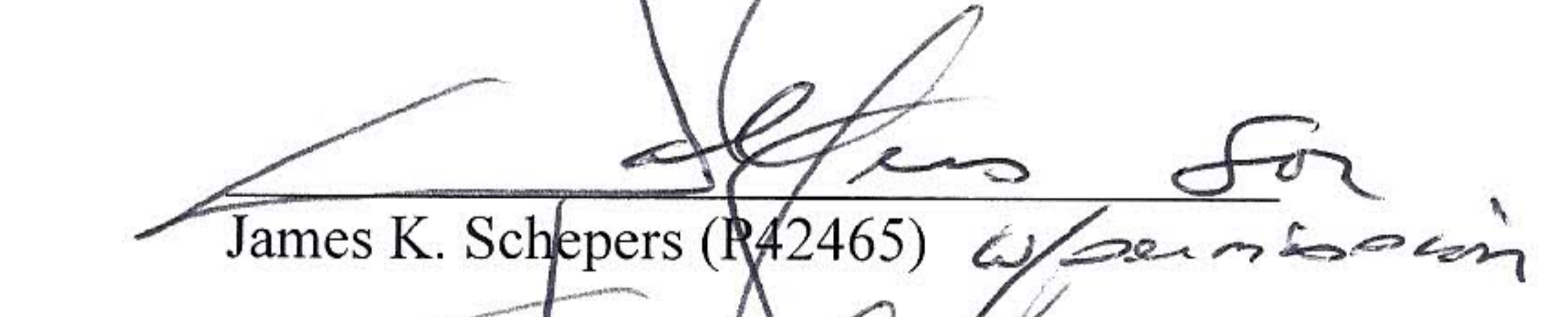
48. That Plaintiffs may not be able to identify all the Buchanans individual concerted activities, yet same have collectively resulted in and are the direct and proximate cause of their damages to Plaintiffs by reason of the procurement of Plaintiffs' labor and materials based on the false pretenses and promises..

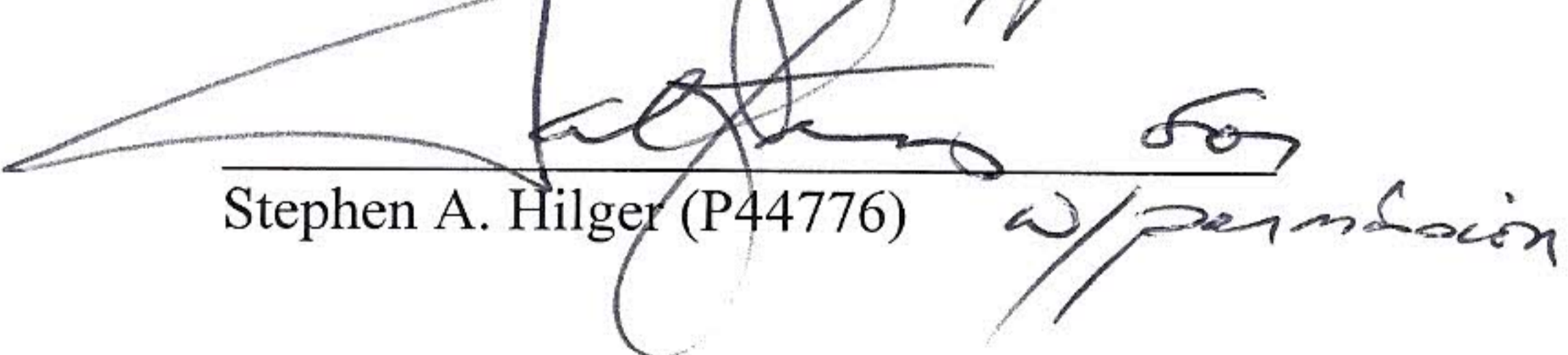
49. That due to the Buchanans concert of action to defraud the Plaintiffs through their various and sundry actions above described, each Buchanan is jointly and severally liable to the Plaintiffs for their injuries i.e., their unpaid claims.

Wherefore, Plaintiffs pray for Judgment against John C. Buchanan, Sr. and John C. Buchanan, Jr., jointly and severally, in an amount to be determined by the Court plus costs, attorney fees, and such other relief as may be appropriate.

Dated: 8-4-10


Kenneth G. Walters (P26697)


James K. Schepers (P42465) *w/permission*


Stephen A. Hilger (P44776) *w/permission*

NOTICE OF LIS PENDENS

Notice is given that a lawsuit has been filed in the Kent County Circuit Court P.A.G., INC.; et al v ALPINIST ENDEAVORS, LLC; et al; Case No. _____ to foreclose on construction liens and adjudicate the rights and amounts owed to 12 named Co-Plaintiffs and other parties per MCL 570.1101 et seq, who may have an interest in the Lien Defendants' property described in Exhibit A.

by /s/ _____
Kenneth G. Walters (P26697)
1604 W. Milham Avenue
Portage, MI 49024
(269) 388-5500
Attorney for P.A.G., Inc. et al
Lien claimants

STATE OF MICHIGAN)
) ss
KENT COUNTY)

The foregoing instrument was acknowledged before me this 5th day of August, 2010 by **Kenneth G. Walters.**

Subscribed and sworn to before me on
August 5, 2010.
/s/ _____
Notary Public, Allegan County
My commission expires 3-6-2016
Acting in Kent County

Drafted by and when recorded return to: Kenneth G. Walters at the above address.

Tax Description

Parcel Identification:

Parcel Number: 41-13-12-351-046
Property Address: 2150 ALPINE AVE NW

Tax Description:

411312351046 PART OF SW 1/4 COM 661.50 FT N ALONG W SEC LINE FROM SW COR OF SEC TH N ALONG W SEC LINE TO A PT THAT IS 1657.35 FT N ALONG W SEC LINE FROM SW COR OF SEC TH S 86D 25M 05S E 260.68 FT TH S DD 08M 01S E 592.23 FT TH N 89D 51M 59S E 124.53 FT TH SELY ON A 145.0 FT RAD CURVE TO RT TO NLY LINE OF AVASTAR PKWY TH NWLY WLY & NWLY ALONG SD NLY LINE TO E LINE OF ALPINE AVE TH S ALONG SD E LINE TO N LINE OF S 661.50 FT OF SW 1/4 SW 1/4 TH W ALONG SD N LINE TO BEG * SEC 12 T7N R12W 3.68 A. SPLIT ON 11/21/2008 FROM 41-13-12-351-042;

ALSO KNOWN AS:

Unit 4 of "Avastar Park Industrial Condominium" according to the Master Deed for the Condominium, executed on July 11, 2007, and recorded at Instrument Number 20070712-0069717 (the "Master Deed"), and designated as Kent County Condominium Subdivision Plan Number 882, together with the rights in the General Common Elements and Limited Common Elements as set forth in that Master Deed and as described in the Michigan Condominiums Act, MCL 559.101 et seq.

Unit 5 of "Avastar Park Industrial Condominium" according to the Master Deed for the Condominium, executed on July 11, 2007, and recorded at Instrument Number 20070712-0069717 (the "Master Deed"), and designated as Kent County Condominium Subdivision Plan Number 882, together with the rights in the General Common Elements and Limited Common Elements as set forth in that Master Deed and as described in the Michigan Condominiums Act, MCL 559.101 et seq.

Together with together with all rights under the Condominium Documents for Unit 4's and Unit 5's limited common elements, and appurtenances belonging or in any way appertaining thereto, and any undivided interest with the other co-owners of the Condominium in the common elements of the Condominium as established pursuant to the above-specified Master Deed.

PPN: 41-13-12-351-046

EXHIBIT A
Notice of Lis Pendens