



BORROWER: Arizona First Partners 1 LLC

PROJECT: Las Sendas Office Building

ADDRESS: 7565 E Eagle Crest Dr, Mesa, AZ 85207

Borrower hereby requests the below itemized funds from lender to pay the listed items, all of which are a part of the construction project at the above referenced property. All are in accordance

with the previously submitted cost breakdown. Borrower states and declares work in place has progressed per plans and specifications to a point where disbursement as scheduled is proper and construction has been completed with quality workmanship to date. I have listed below, mechanics, trades and suppliers that have performed the work and will be paid from this disbursement.

VENDOR	DESCRIPTION	AMOUNT
Sahuaro Group LLC	Construction	\$70,118.10
GRAND TOTAL		\$70,118.10

I certify as of this funding, the construction project is on budget and all trades & suppliers have been, or will be paid.

Arizona First Partners 1 LLC

By:  _____
 David Haney, Manager

Draw: 10

Date: 4/22/2008

APPLICATION AND CERTIFICATION FOR PAYMENT

TO: Arizona First Partners 1 LLC
5041 E. Pershing Ave
Scottsdale, Arizona 85254-3621

PROJECT: Las Sendas Office Building

APPLICATION NO: 7R

PERIOD TO: 4/25/2008

FROM: The Sahuaro Group LLC
19 South 10th Avenue
Phoenix, Arizona 85007

ARCHITECT: Group Renaissance Architect
2018 W. Cambridge Ave
Phoenix, Arizona 85009-1950

PROJECT NO: 7012

DISTRIBUTION TO:	OWNER
	ARCHITECT
	CONTRACTOR

CONTRACT FOR: New construction

CONTRACT DATE: 7/15/07

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

The undersigned Contractor certifies that to the best of this Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: The Sahuaro Group LLC

BY: [Signature] DATE: 4-22-08

State of: ARIZONA County of: MARICOPA
Subscribed and sworn to before me this
Notary Public:
My Commission expires:

- 1 ORIGINAL CONTRACT SUM \$ 1,036,310.00
- 2 Net change by Change Orders \$ 76,923.00
- 3 CONTRACT SUM TO DATE (Line 1 + 2) \$ 1,113,233.00
- 4 TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 325,026.00

- 5 RETAINAGE:
 - a. 10 % of Completed Work \$ _____
(Column D + E on G703)
 - b. _____ % of Stored Material \$ _____
(Column F on G703)

6 TOTAL EARNED LESS RETAINAGE \$ 32,503.00
(Line 4 Less Line 5 Total) \$ 292,523.00

7 LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 222,405.00

8 CURRENT PAYMENT DUE \$ 70,118.00

9 BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 820,710.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	0	-
Total approved this Month	76,923.00	-
TOTALS	76,923.00	-
NET CHANGES by Change Order		76,923.00

AMOUNT CERTIFIED.....\$ \$70,118.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

AIA DOCUMENT G703 PAGE 2 OF 4 PAGES

Contractor's signed Certification is attached.

APPLICATION NUMBER: 7R

In tabulations below, amounts are stated to the nearest dollar.

APPLICATION DATE: 4/11/2008

PERIOD TO: 4/25/2008

Use Column I on Contracts where variable retainage for items may apply.

ARCHITECT'S PROJECT NO: 7012

Las Sendas Office Condominiums

Item No.	Description of Work	C	D	E WORK COMPLETED		F	G (D+E+F)		H (C-G)	I
				Scheduled Value	Previous Application		This Application	Stored Material		
1	General Conditions	\$82,933	\$20,920	\$16,400	\$0	\$37,320	45.00%	\$45,613	\$3,732	
2	Survey	\$9,500	\$6,700	\$0	\$0	\$6,700	70.53%	\$2,800	\$670	
3	Earthwork	\$60,000	\$60,000	\$0	\$0	\$60,000	100.00%	\$0	\$6,000	
4	Soil Treatment	\$375	\$0	\$0	\$0	\$0	0.00%	\$375	\$0	
5	SWPPP	\$1,000	\$1,000	\$0	\$0	\$1,000	100.00%	\$0	\$100	
6	Asphalt Paving	\$50,000	\$0	\$0	\$0	\$0	0.00%	\$50,000	\$0	
7	Rip Rap	\$630	\$0	\$0	\$0	\$0	0.00%	\$630	\$0	
8	Brick Pavers	\$7,600	\$0	\$0	\$0	\$0	0.00%	\$7,600	\$0	
9	Site Concrete	\$35,000	\$0	\$0	\$0	\$0	0.00%	\$35,000	\$0	
10	Bike Rack	\$530	\$0	\$0	\$0	\$0	0.00%	\$530	\$0	
11	Site Utilities	\$19,000	\$18,240	\$0	\$0	\$18,240	96.00%	\$760	\$1,824	
12	Fences and Gates	\$1,200	\$0	\$0	\$0	\$0	0.00%	\$1,200	\$0	
13	Landscape & Irrigation	\$55,000	\$2,940	\$250	\$0	\$3,190	5.80%	\$51,810	\$319	
14	Cast in Place Footings/Slab	\$37,314	\$12,880	\$24,434	\$0	\$37,314	100.00%	\$0	\$3,731	
15	Cast in Place Walls	\$0	\$0	\$0	\$0	\$0	0.00%	\$0	\$0	
16	Cementitious Toppings	\$7,050	\$0	\$0	\$0	\$0	0.00%	\$7,050	\$0	
17	Concrete Masonry Units	\$34,000	\$0	\$0	\$0	\$0	0.00%	\$34,000	\$0	
18	CMU Site Walls	\$5,000	\$0	\$0	\$0	\$0	0.00%	\$5,000	\$0	
19	Stone Veneer	\$52,000	\$0	\$0	\$0	\$0	0.00%	\$52,000	\$0	
20	Structural Metal Framing	\$9,365	\$953	\$0	\$0	\$953	10.18%	\$8,412	\$95	
21	Steel Stairs	\$300	\$0	\$0	\$0	\$0	0.00%	\$300	\$0	
22	Handrails/Railings/Bollards	\$500	\$0	\$0	\$0	\$0	0.00%	\$500	\$0	
23	Rough Carpentry	\$116,395	\$0	\$0	\$0	\$0	0.00%	\$116,395	\$0	
24	Building Insulation	\$8,067	\$0	\$0	\$0	\$0	0.00%	\$8,067	\$0	
25	Waterproofing and Tile	\$7,569	\$0	\$0	\$0	\$0	0.00%	\$7,569	\$0	
26	Concrete Roofing Tile	\$21,000	\$0	\$0	\$0	\$0	0.00%	\$21,000	\$0	
27	Single Ply Membrane Roofing	\$4,595	\$0	\$0	\$0	\$0	0.00%	\$4,595	\$0	
28	Roof Accessories	\$628	\$0	\$0	\$0	\$0	0.00%	\$628	\$0	
	Contract Total	\$626,551	\$123,633	\$41,084	\$0	\$164,717	26.29%	\$461,834	\$16,472	

CONTINUATION SHEET

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

Contractor's signed Certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for items may apply.

AIA DOCUMENT G703

PAGE 3 OF 4 PAGES

APPLICATION NUMBER: 7R

APPLICATION DATE: 4/11/2008

PERIOD TO: 4/25/2008

ARCHITECT'S PROJECT NO: 7012

Las Sendas Office Condominiums

Item No.	Description of Work	C Scheduled Value	D WORK COMPLETED		E This Application	F Stored Material	G(D+E+F) Completed to date	% %	H(C-G) Balance to finish	I Retainage
			Previous Application	Application						
	carry forward from page one	\$626,551	\$123,633	\$41,084	\$0	\$164,717	26.29%	\$ 461,834	\$ 16,472	
29	Joint Sealants	\$1,041	\$0	\$0	\$0	\$0	0.00%	\$1,041	\$0	
30	HM Doors/Frames	\$1,040	\$0	\$0	\$0	\$0	0.00%	\$1,040	\$0	
31	Door Install	\$360	\$0	\$0	\$0	\$0	0.00%	\$360	\$0	
32	Glazing	\$43,877	\$0	\$0	\$0	\$0	0.00%	\$43,877	\$0	
33	Gypboard	\$13,008	\$0	\$0	\$0	\$0	0.00%	\$13,008	\$0	
34	Stucco	\$33,800	\$0	\$0	\$0	\$0	0.00%	\$33,800	\$0	
35	Painting	\$2,602	\$0	\$0	\$0	\$0	0.00%	\$2,602	\$0	
36	Fire Extinguishers	\$300	\$0	\$0	\$0	\$0	0.00%	\$300	\$0	
37	Car Shelters Allowance	\$12,000	\$0	\$0	\$0	\$0	0.00%	\$12,000	\$0	
38	HVAC	\$47,200	\$23,600	\$0	\$0	\$23,600	50.00%	\$23,600	\$2,360	
39	Plumbing	\$12,500	\$8,000	\$0	\$0	\$8,000	64.00%	\$4,500	\$800	
40	Sprinkler System	\$17,500	\$0	\$0	\$0	\$0	0.00%	\$17,500	\$0	
41	Electrical	\$56,000	\$0	\$0	\$0	\$0	0.00%	\$56,000	\$0	
42	Testing	\$4,000	\$1,110	\$0	\$0	\$1,110	27.75%	\$2,890	\$111	
43	Dust Control Permit	\$500	\$500	\$0	\$0	\$500	100.00%	\$0	\$50	
44	Allowance - Soils Review	\$7,000	\$1,701	\$0	\$0	\$1,701	24.30%	\$5,299	\$170	
45	Allowance - Door Hardware	\$850	\$0	\$792	\$0	\$0	0.00%	\$850	\$0	
46	Allowance - Wood Truss Review	\$1,500	\$0	\$0	\$0	\$0	0.00%	\$708	\$79	
47	Allowance - Water Feature/Planters	\$20,000	\$0	\$0	\$0	\$0	0.00%	\$20,000	\$0	
48	Allowance - Structural/Inspections	\$7,500	\$1,100	\$5,183	\$0	\$6,283	83.77%	\$1,217	\$628	
49	Allowance - 4 Restrooms	\$20,000	\$0	\$0	\$0	\$0	0.00%	\$20,000	\$0	
50	Insurance	\$13,225	\$13,225	\$0	\$0	\$13,225	100.00%	\$0	\$1,323	
51	Sales Tax	\$49,171	\$12,293	\$2,458	\$0	\$14,751	30.00%	\$34,420	\$1,475	
52	Contractor Fee	\$44,745	\$11,186	\$2,238	\$0	\$13,424	30.00%	\$31,321	\$1,342	
	Contract Total	\$1,036,270	\$196,348	\$51,755	\$0	\$248,103	23.94%	\$ 788,167	\$ 24,810	

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT
(Pursuant to A.R.S. 33-1008)

Project: Las Sendas Office Building

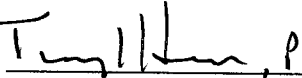
Job No.: 7012

On receipt by the undersigned of a check from **Arizona First Partners 1 LLC** in the sum of **\$70,118.00** payable to **The Sahuaro Group LLC** and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any Mechanic's Lien, any state or federal statutory bond right, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to your claim or payment rights from persons in the undersigned's position, the undersigned has on the job of **Las Sendas Office Building** located at **7565 E. Eagle Crest Drive, Mesa, Arizona**, the following extent: This release covers a progress payment for all labor, services, equipment or materials furnished to the jobsite or to **Arizona First Partners 1 LLC**, through **April 15, 2008** only and does not cover any retention pending, modifications and changes or items furnished after that date. Before any recipient of this document relies on it, the person should verify evidence of payment to the undersigned.

The undersigned warrants that he either has already paid or will use the monies he receives from this progress payment to promptly pay in full all of his laborers, subcontractors, materialmen and suppliers for all work, materials, equipment or services provided for or to the above referenced project up to the date of this waiver:

DATE: April 15, 2008

CONTRACTOR: The Sahuaro Group LLC

BY: 

TITLE: Principal

**ALLOWANCE USE
AUTHORIZATION SUMMARY
for
Contract Allowances**

Owner ()
Architect ()
Contractor ()
Field ()
Other ()

Project: Las Sendas Office Condominiums
7565 E. Eagle Crest Drive
Mesa, Arizona

Allowance Summary Number: 3
Allowance Category: 48
Date: 4/15/2008
Project Number: 7012
Contract Date: 7/15/2007
Contract For: General Construction

Modify the Allowance as follows:

Add/Deduct from Allowance:

Cost for Strucutral Plan Reviews March 13 to April 15 \$5,183.00

Total Change to this Allowance This Period: \$5,183.00

This allowance summary does not change the current contract sum or completion date.
NOT VALID UNTIL SIGNED BY THE OWNER, ARCHITECT, AND CONTRACTOR.

Contract Allowance Amount:	7,500.00
Previous Allowance Amount Used:	1,100.00
Available Allowance Prior to this Summary:	6,400.00
Amount of this Summary (Increase) (Decrease):	5,183.00
Amount of Allowance Remaining:	1,217.00

NOTE: This summary does not reflect changes in the contract sum, contract time or guaranteed maxium price which have been authorized by Construction Change Directive.

NA
Architect

The Sahuaro Group LLC
Contractor

Owner

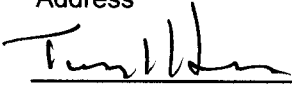
Address

19 South 10th Avenue

Phoenix, Arizona 85007
Address

Address

By:



By:

By:

Date:

4.15.2008

Date:

Date:

UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT
(Pursuant to A.R.S. 33-1008)

Project : Las Sendas Office Building

Job No.: 7012

The undersigned has been paid and has received a progress payment in the sum of **\$118,333.00** for all labor, services, equipment or material furnished to the jobsite or to Arizona First Partners 1 LLC on the job of Las Sendas Office Building located at 7565 E. Eagle Crest Drive, Mesa, Arizona and does hereby release any Mechanic's Lien, any state or federal statutory bond right, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the undersigned's position that the undersigned has on the above referenced project to the following extent. This release covers a progress payment for all labor, services, equipment or materials furnished to the jobsite or to Arizona First Partners 1 LLC through **March 13, 2008** only and does not cover any retention, pending modifications and changes or items furnished after that date.

The undersigned warrants that he either has already paid or will use the monies he receives from this progress payment to promptly pay in full all of his laborers, subcontractors, materialmen and suppliers from all work, materials, equipment or services provided for or to the above referenced project up to the date of this waiver:

Date: April 15, 2008

Firm: The Sahuaro Group LLC

By: 

Title: Principal

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.

UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT
(Pursuant to A.R.S. 33-1008)

Project : Las Sendas


Job No.: 7012

The undersigned has been paid and has received a progress payment in the sum of **\$53,311.50** for all labor, services, equipment or material furnished to the jobsite or to **The Sahuaro Group LLC** on the job of **Las Sendas** located at **7565 E Eagle Crest Dr, Mesa, Arizona** and does hereby release any Mechanic's Lien, any state or federal statutory bond right, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the undersigned's position that the undersigned has on the above referenced project to the following extent. This release covers a progress payment for all labor, services, equipment or materials furnished to the jobsite or to **Las Sendas** through **March 31, 2008** only and does not cover any retention, pending modifications and changes or items furnished after that date.

The undersigned warrants that he either has already paid or will use the monies he receives from this progress payment to promptly pay in full all of his laborers, subcontractors, materialmen and suppliers from all work, materials, equipment or services provided for or to the above referenced project up to the date of this waiver:

Date: 4.11.2008

Firm: Premier Concrete Works

By: 

Title: Owner

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.

UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT
(Pursuant to A.R.S. 33-1008)

Project : Las Sendas

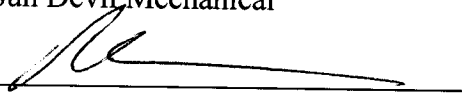
Job No.: 7012

The undersigned has been paid and has received a progress payment in the sum of **\$21,240.00** for all labor, services, equipment or material furnished to the jobsite or to **The Sahuaro Group LLC** on the job of **Las Sendas** located at **7565 E Eagle Crest Dr, Mesa, Arizona** and does hereby release any Mechanic's Lien, any state or federal statutory bond right, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the undersigned's position that the undersigned has on the above referenced project to the following extent. This release covers a progress payment for all labor, services, equipment or materials furnished to the jobsite or to **Las Sendas** through **March 31, 2008** only and does not cover any retention, pending modifications and changes or items furnished after that date.

The undersigned warrants that he either has already paid or will use the monies he receives from this progress payment to promptly pay in full all of his laborers, subcontractors, materialmen and suppliers from all work, materials, equipment or services provided for or to the above referenced project up to the date of this waiver:

Date: 4-11-2008

Firm: Sun Devil Mechanical

By: 

Title: President

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.

**UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT
(Pursuant to A.R.S. 33-1008)**

Project : Las Sendas

Job No.: 7012

The undersigned has been paid and has received a progress payment in the sum of \$250.00 for all labor, services, equipment or material furnished to the jobsite or to The **Sahuaro Group LLC** on the job of **Las Sendas** located at **7565 E Eagle Crest Dr, Mesa, Arizona** and does hereby release any Mechanic's Lien, any state or federal statutory bond right, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the undersigned's position that the undersigned has on the above referenced project to the following extent. This release covers a progress payment for all labor, services, equipment or materials furnished to the jobsite or to **Las Sendas** through **March 31, 2008** only and does not cover any retention, pending modifications and changes or items furnished after that date.

The undersigned warrants that he either has already paid or will use the monies he receives from this progress payment to promptly pay in full all of his laborers, subcontractors, materialmen and suppliers from all work, materials, equipment or services provided for or to the above referenced project up to the date of this waiver:

Date: 4-11-2008

Firm: Desierto Verde

By: Kathy Salcedo

Title: Contract Manager

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.

UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT
(Pursuant to A.R.S. 33-1008)

Project : Las Sendas

Job No.: 7012

The undersigned has been paid and has received a progress payment in the sum of **\$7,200.00** for all labor, services, equipment or material furnished to the jobsite or to **The Sahuaro Group LLC** on the job of **Las Sendas** located at **7565 E Eagle Crest Dr, Mesa, Arizona** and does hereby release any Mechanic's Lien, any state or federal statutory bond right, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the undersigned's position that the undersigned has on the above referenced project to the following extent. This release covers a progress payment for all labor, services, equipment or materials furnished to the jobsite or to **Las Sendas** through **March 31, 2008** only and does not cover any retention, pending modifications and changes or items furnished after that date.

The undersigned warrants that he either has already paid or will use the monies he receives from this progress payment to promptly pay in full all of his laborers, subcontractors, materialmen and suppliers from all work, materials, equipment or services provided for or to the above referenced project up to the date of this waiver:

Date: 4.11.2008

Firm: Aztec Waterworks

By:  _____

Title: PRESIDENT

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.

UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT
(Pursuant to A.R.S. 33-1008)

Project : Las Sendas

Job No.: 7012

The undersigned has been paid and has received a progress payment in the sum of \$17,100.00 for all labor, services, equipment or material furnished to the jobsite or to The Sahuaro Group LLC on the job of Las Sendas located at 7565 E Eagle Crest Dr, Mesa, Arizona and does hereby release any Mechanic's Lien, any state or federal statutory bond right, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the undersigned's position that the undersigned has on the above referenced project to the following extent. This release covers a progress payment for all labor, services, equipment or materials furnished to the jobsite or to Las Sendas through March 31, 2008 only and does not cover any retention, pending modifications and changes or items furnished after that date.

The undersigned warrants that he either has already paid or will use the monies he receives from this progress payment to promptly pay in full all of his laborers, subcontractors, materialmen and suppliers from all work, materials, equipment or services provided for or to the above referenced project up to the date of this waiver:

Date: 4-11-2008

Firm: Spire Engineering

By: [Signature]

Title: PRINCIPAL

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Project: Las Sendas Office Condominiums
 7565 E. Eagle Crest Drive
 Mesa, Arizona

Contractor: The Sahuaro Group LLC
 19 S. 10th Avenue
 Phoenix, Arizona 85007

Contact Information: Terry L. Haver
 602-258-1758 office
 602-258-1759 fax
 623-297-3575 cell

Contract No.: 7012

Contract For: General

Contract Amount: \$1,113,233.00

Contract Date: July 15, 2007

Current Schedule of Values

Description of Work	Scheduled Value	Completed to Date	Balance to Finish	Retention Amount	SOV Item No.
General Conditions	\$82,933.00	\$37,320.00	\$45,613.00	\$3,732.00	1
Survey	\$9,500.00	\$6,700.00	\$2,800.00	\$670.00	2
SWPPP	\$1,000.00	\$1,000.00	\$0.00	\$100.00	5
Rip Rap	\$630.00	\$0.00	\$630.00	\$0.00	7
Bike Rack	\$530.00	\$0.00	\$530.00	\$0.00	10
Fences and Gates	\$1,200.00	\$0.00	\$1,200.00	\$0.00	12
Structural Metal Framing	\$9,365.00	\$953.00	\$8,412.00	\$95.30	20
Waterproofing	\$2,910.00	\$0.00	\$2,910.00	\$0.00	25
Roof Accessories	\$628.00	\$0.00	\$628.00	\$0.00	28
Joint Sealants	\$1,041.00	\$0.00	\$1,041.00	\$0.00	29
Door Install	\$360.00	\$0.00	\$360.00	\$0.00	31
Gypsum	\$13,008.00	\$0.00	\$13,008.00	\$0.00	33
Painting	\$2,602.00	\$0.00	\$2,602.00	\$0.00	35
Fire Extinguishers	\$300.00	\$0.00	\$300.00	\$0.00	36
Testing & Inspections	\$4,000.00	\$1,110.00	\$2,890.00	\$111.00	42
Dust Control Permit	\$500.00	\$500.00	\$0.00	\$50.00	43
Soils Reviews	\$7,000.00	\$792.00	\$6,208.00	\$79.20	44
Door Hardware	\$850.00	\$0.00	\$850.00	\$0.00	45
Wood Truss Review	\$1,500.00	\$0.00	\$1,500.00	\$0.00	46
Water Feature/Planters	\$20,000.00	\$0.00	\$20,000.00	\$0.00	47
Structural Plan Reviews	\$7,500.00	\$6,283.00	\$1,217.00	\$628.30	48
4 Restrooms	\$20,000.00	\$0.00	\$20,000.00	\$0.00	49
Insurance	\$13,225.00	\$13,225.00	\$0.00	\$1,322.50	50
Sales Tax	\$49,171.00	\$14,751.00	\$34,420.00	\$1,475.10	51
Fee	\$44,475.00	\$13,424.00	\$31,051.00	\$1,342.40	52
Change Order One	\$10,537.00	\$10,537.00	\$0.00	\$365.30	46
	\$304,765.00	\$106,595.00	\$198,170.00	\$9,971.10	

20 Day Prelim: None to Date

SOV Item No.	Invoice Date	Current Billing	Cumulative Billing	Current Retention	Cumulative Retention	Current Due	Paid Date	Check Number	Cumulative Paid	Contract Balance W/Retention	Comments and Notes
1	4/15/08	\$16,400.00	\$106,595.00	\$1,640.00	\$10,659.50	\$14,760.00				\$208,141.10	
46	4/15/08	\$792.00		\$79.20		\$712.80					
48	4/15/08	\$5,183.00		\$518.30		\$4,664.70					
51	4/15/08	\$2,458.00		\$245.80		\$2,212.20					
52	4/15/08	\$2,238.00		\$223.80		\$2,014.20					
54	4/15/08	\$6,123.00		\$612.30		\$5,510.70					
Totals		\$33,194.00		\$3,319.40		\$29,874.60					



April 7, 2008

Invoice #160063.10-0308

The Sahuaro Group, LLC
 19 South 10th Avenue
 Phoenix, AZ 85007

Attn: Mr. Terry Haver, Principal

Invoice for Professional Services through March, 2008

KPFF Job #160063 / MSP
Las Sendes Office Condo
Shop Drawings & Contractor Clarifications (Estimated \$1,870.00)
Special Inspection Site Trips & Reports (\$352.00/ea - 4 hour max incl travel time)
Final Inspection & Report (\$575.00)

Contract Amount:

Structural Services to Date:

Engineer	1.00	x	88.00	=	88.00
Project Manager		x	115.00	=	0.00
CADD Tech		x	67.00	=	0.00
Special Inspection/Report	2.00	x	352.00	ea	704.00
Final Inspection & Report		x	575.00	ea	0.00
Total Billings					792.00
Less Previously Billed:					(0.00)

Total Current Amount Due: **\$792.00** *NEW*

Summary

Previously Billed Services	\$1,609.00	<i>1160</i>
Current Services:	792.00	<i>/</i>
Total Services to Date:	\$2,401.00	
Less Payments to Date:	(509.00)	<i>- Pd From AZ SVCS</i>

Amount Due: **\$1,892.00**



April 7, 2008

Invoice #160063.20-0308

The Sahuaro Group, LLC
19 South 10th Avenue
Phoenix, AZ 85007

Attn: Mr. Terry Haver, Principal

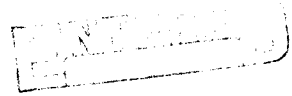
Invoice for Professional Services through March, 2008

**KPFF Job #160063 / MSP
Las Sendes Office Condo
Truss Framing Revisions**

Contract Amount Estimated at \$4,168.00 (Additional time per 3/27/08 email)

Structural Services to Date:

Engineer	36.00 x	91.00	=	3,276.00
Project Manager	4.00 x	118.00	=	472.00
CADD Tech	20.50 x	70.00	=	1,435.00
Total Billings				5,183.00
Less Previously Billed:				(0.00)



Total Current Amount Due: \$5,183.00

Summary

Previously Billed Services	\$0.00
Current Services:	5,183.00
Total Services to Date:	\$5,183.00
Less Payments to Date:	(0.00)

Amount Due: \$5,183.00

OK

Desierto Verde

Movers and Shapers of Native Trees

PO Box 9001 • 1011 South McClintock Drive • Tempe, Arizona 85281-0091

Phone (480) 820-2970 • Fax (480) 967-8282 • ROC 235834

MAINTENANCE INVOICE

THE SAHUARO GROUP
19 S. 10TH AVENUE
PHOENIX, AZ 85007

INVOICE NUMBER: 0510291-IN

INVOICE DATE: 03/31/08

TERMS: NET 30 CONTRACT

CONTACT:

CUSTOMER P.O.:

DESCRIPTION

JOB #0001954

AMOUNT

PLANT MAINTENANCE

250.00

ENTERED

JOB SITE: LAS SENDAS OFFICE CONDOS.

MAINTENANCE FOR THE MONTH OF MARCH

PLEASE REMIT PAYMENT TO:

DESIERTO VERDE
P.O. BOX 9001
TEMPE, AZ 85281-0091

NET INVOICE: 250.00

FREIGHT: 0.00

SALES TAX: 0.00

INVOICE TOTAL: 250.00

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

(Pursuant to A.R.S. § 33-1008)

Project:

Job No:

On receipt by the undersigned of a check from

in the sum of

\$225⁰⁰
(Amount of Check)

payable to **DESIERTO VERDE**

(Payee of Payees of Check)

and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien, any state or federal statutory bond right, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to claim or payment rights for person in the undersigned's position that the undersigned has on the job of _____

at _____ (Owner)
_____ (Job Description)

. This release covers a progress payment for all labor, services, equipment or materials furnished to the jobsite or to _____

(Person with whom undersigned contracted)

through 3-31-08 only and does not cover any retention, pending modifications and
(Date)

changes or items furnished after that date. Before any recipient of this document relies on it, that person should verify evidence of payment to the undersigned.

The undersigned warrants that he either has already paid or will use the monies he receives from this progress payment to promptly pay in full all of his laborers, subcontractors, material, men and suppliers for all work, materials, equipment or services provided for or to the above referenced project up to the date of this waiver.

DATE: 4-4-08

Desierto Verde
(Company Name)

Kathy Boland
(Signature)

Kathy Boland Contract Manager
(Name and title)

APPLICATION AND CERTIFICATION FOR PAYMENT

DOCUMENT G702 PAGE 1 OF 3 PAGES
 APPLICATION NO: 2
 PERIOD TO: 4/25/2008
 PROJECT NO:

PROJECT: Las Sendas Office Condos
 FROM: Premier Concrete Inc
 TO: The Silvano Group LLC
 19 S. 10th Avenue
 Phoenix, Arizona 85007
 VIA ARCHITECT:

DISTRIBUTION TO:

OWNER
ARCHITECT
CONTRACTOR

CONTRACT FOR: Building Concrete
 CONTRACT DATE: July 30, 2007

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.



- 1 ORIGINAL CONTRACT SUM \$ 37,314.00
- 2 Net change by Change Orders \$ 69,806.00
- 3 CONTRACT SUM TO DATE (Line 1 + 2) \$ 107,120.00
- 4 TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 103,700.00

- 5 RETAINAGE:
 - a. 10 % of Completed Work \$ _____
 - (Column D + E on G703)
 - b. % of Stored Material \$ _____
 - (Column F on G703)

- 6 TOTAL EARNED LESS RETAINAGE \$ 10,370.00
- (Line 4 Less Line 5 Total) \$ 93,330.00
- 7 LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificates) \$ 53,311.50
- 8 CURRENT PAYMENT DUE \$ 40,018.50
- 9 BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 13,790.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	69,806.00	-
Total approved this Month	-	-
TOTALS	69,806.00	-
NET CHANGES by Change Order		69,806.00


The undersigned Contractor certifies that to the best of this Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: 
 BY:  DATE: 4-22-2008
 State of: ARIZONA County of: MARICOPA
 Subscribed and sworn to before me this
 Notary Public: N/A
 My Commission expires:

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 40,018.50

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: N/A
 By:  Date: _____
 This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

APPLICATION NUMBER: 2

Contractor's signed Certification is attached.

APPLICATION DATE: 4/4/2008

In tabulations below, amounts are stated to the nearest dollar.

PERIOD TO: 4/25/2008

Use Column I on Contracts where variable retainage for items may apply.

ARCHITECT'S PROJECT NO: 7012

Building Concrete

A	B	C	D		E	F	G(D+E+F)	H(C-G)	I
			Previous Application	This Application					
Item No.	Description of Work	Scheduled Value	Previous Application	This Application	Completed to date	Stored Material	%	Balance to finish	Retainage
1	Building Concrete	\$37,314	\$12,880	\$24,434	\$37,314	\$0	100.00%	\$0	\$3,731
2	CIP Wall - CO One	\$66,386	\$46,355	\$20,031	\$66,386	\$0	100.00%	\$0	\$6,639
3	Hard Dig - CO One	\$3,420	\$0	\$0	\$0	\$0	0.00%	\$3,420	\$0
Contract Total		\$107,120	\$59,235	\$44,465	\$103,700	\$0	96.81%	\$ 3,420	\$ 10,370

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT
(Pursuant to A.R.S. 33-1008)

Project: Las Sendas Office Building

Job No.: 7012

On receipt by the undersigned of a check from **The Sahuaro Group LLC** in the sum of \$40,018.50 payable to **Premier Concrete Inc.** and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any Mechanic's Lien, any state or federal statutory bond right, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to your claim or payment rights from persons in the undersigned's position, the undersigned has on the job of Las Sendas Office Building located at 7565 E. Eagle Crest Drive, Mesa, Arizona, the following extent: This release covers a progress payment for all labor, services, equipment or materials furnished to the jobsite or to **The Sahuaro Group LLC**, through **April 25, 2008** only and does not cover any retention pending, modifications and changes or items furnished after that date. Before any recipient of this document relies on it, the person should verify evidence of payment to the undersigned.

The undersigned warrants that he either has already paid or will use the monies he receives from this progress payment to promptly pay in full all of his laborers, subcontractors, materialmen and suppliers for all work, materials, equipment or services provided for or to the above referenced project up to the date of this waiver:

DATE: April 22, 2008

CONTRACTOR: Premier Concrete Inc.

BY: 

TITLE: Principal