



BORROWER: Arizona First Partners 1 LLC

PROJECT: 7565 E. Eagle Crest Drive, 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/SUPPLIER	PURPOSE/LINE ITEM	AMOUNT REQUESTED
The Sahuaro Group LLC	Refer to G702 attached	\$73,167.00
NuInspect, LLC	Inspection Fee	\$ 200.00
GRAND TOTAL		\$73,367.00

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

Arizona First Partners 1 LLC

By:

David Haney, Manager

_____ Date

Prior to disbursing the first draw Copper Star Bank will require a copy of the building permit and the course of construction insurance.

To avoid any delays in disbursement, please submit the permit and insurance with the first draw request.

All remaining draw requests will require Unconditional Lien Waivers from the previous draw. Again, to avoid delays in funding, please attach the lien waivers to the draw request.

Project No.: 7012

Contract No.:	7012	Pay Application Number:	10
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Contract For: General Construction

Contract Amount: \$1,153,233.00

742

Payment To	Amount of Payment	Check No.	Date Paid	Balance Including Retainage	Waiver Amount
The Sahuaro Group LLC	\$17,585.00				\$17,585.00
S & M Masonry DJB Steel	\$2,375.00 \$19,833.00				\$2,375.00 \$19,833.00
K-10 Framing	\$33,374.00				\$33,374.00
Totals:	\$73,167.00				

Contractor: The Sahuaro Group LLC
19 S. 10th Avenue
Phoenix, Arizona 85007
Terry L. Haver
602-258-1758 office
602-258-1759 fax
tlhaversahuaro@qwestoff

Reallocation of Funds

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

Funds Control: NA

Construction Management/General Construction

\$1,153,233.00

July 15, 2007

1722

[illegible]

Contractor: The Sahuaro Group LLC
19 South 10th Avenue
Phoenix, Arizona 85007
Terry L. Haver
602-258-1758 office
602-258-1759 fax

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

PROJECT: Las Sendas Office Building

APPLICATION NO: 10

DISTRIBUTION TO:
OWNER
ARCHITECT
CONTRACTOR

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

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

PERIOD TO: 7/31/2008

PROJECT NO: 7012

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: 7-30-2008

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 \$ 116,923.00
3 CONTRACT SUM TO DATE (Line 1 + 2) \$ 1,153,233.00
4 TOTAL COMPLETED & STORED TO \$ 681,904.00
DATE (Column G on G703)

5 RETAINAGE:

a. 10 % of Completed Work \$
(Column D + E on G703)
b. % of Stored Material \$
(Column F on G703)
Total Retainage (Lines 5a + 5b or
Total in Column 1 of G703)

6 TOTAL EARNED LESS RETAINAGE \$ 30,172.00
(Line 4 Less Line 5 Total)
\$ 651,732.00

7 LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)

8 CURRENT PAYMENT DUE \$ 578,565.00
\$ 73,167.00

9 BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)

\$ 501,501.00

AMOUNT CERTIFIED\$ [73,167.00]

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	76,923.00	-
Total approved this Month	40,000.00	-
TOTALS	116,923.00	-
NET CHANGES by Change Order		116,923.00

(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

APPLICATION NUMBER: 10

APPLICATION DATE: 7/28/2008

PERIOD TO: 7/31/2008

ARCHITECT'S PROJECT NO: 7012

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.

Las Sendas Office Condominiums

244

A	B	C	D	E	F	G(D+E+F)	H(C-G)	I	
			WORK COMPLETED						
Item No.	Description of Work	Scheduled Value	Previous Application	This Application	Stored Material	Completed to date	%	Balance to finish	Retainage
1	General Conditions	\$82,933	\$62,199	\$8,294	\$0	\$70,493	85.00%	\$12,440	\$3,525
2	Survey	\$9,500	\$9,500	\$0	\$0	\$9,500	100.00%	\$0	\$0
3	Earthwork	\$74,496	\$74,496	\$0	\$0	\$74,496	100.00%	\$0	\$3,725
4	Soil Treatment	\$375	\$375	\$0	\$0	\$375	100.00%	\$0	\$19
5	SWPPP	\$1,000	\$1,000	\$0	\$0	\$1,000	100.00%	\$0	\$50
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	\$26,225	\$0	\$0	\$26,225	74.93%	\$8,775	\$1,311
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	\$912
12	Fences and Gates	\$1,200	\$0	\$0	\$0	\$0	0.00%	\$1,200	\$0
13	Landscape & Irrigation	\$55,000	\$3,440	\$0	\$0	\$3,440	6.25%	\$51,560	\$172
14	Cast in Place Footings/Slab	\$44,876	\$44,876	\$0	\$0	\$44,876	100.00%	\$0	\$2,244
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	\$34,000	\$0	\$0	\$34,000	100.00%	\$0	\$1,700
18	CMU Site Walls	\$5,000	\$0	\$2,500 ✓	\$0	\$2,500	50.00%	\$2,500	\$125
19	Stone Veneer	\$52,000	\$0	\$0	\$0	\$0	0.00%	\$52,000	\$0
20	Structural Metal Framing	\$39,165	\$16,172	\$20,877 ✓	\$0	\$37,049	94.60%	\$2,117	\$1,852
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	\$122,009	\$80,779	\$35,130 ✓	\$0	\$115,909	95.00%	\$6,100	\$5,795
24	Building Insulation	\$8,067	\$0	\$0	\$0	\$0	0.00%	\$8,067	\$0
25	Waterproofing and Tile	\$4,659	\$4,659	\$0	\$0	\$4,659	100.00%	\$0	\$233
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	\$623	\$623	\$0	\$0	\$623	100.00%	\$0	\$31
	Contract Total	\$681,108	\$376,584	\$66,801	\$0	\$443,384	65.10%	\$237,724	\$21,694

CONTINUATION SHEET

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

AIA DOCUMENT G703

PAGE 3 OF 4 PAGES

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.

APPLICATION NUMBER: 10
APPLICATION DATE: 7/28/2008
PERIOD TO: 7/31/2008
ARCHITECT'S PROJECT NO: 7012

Las Sendas Office Condominiums

A	B	C	D	E		F	G(D+E+F)		H(C-G)	I
				Previous Application	This Application		Completed to date	%		
Item No.	Description of Work	Scheduled Value	WORK COMPLETED			Stored Material			Balance to finish	Retainage
	carry forward from page one	\$681,108	\$376,584	\$66,801		\$0	\$443,385	65.10%	\$237,723	\$ 21,694
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	\$7,500	\$3,750	\$0		\$0	\$3,750	50.00%	\$3,750	\$188
38	HVAC	\$47,200	\$30,800	\$0		\$0	\$30,800	65.25%	\$16,400	\$1,540
39	Plumbing	\$12,500	\$8,000	\$0		\$0	\$8,000	64.00%	\$4,500	\$400
40	Sprinkler System	\$17,500	\$0	\$0		\$0	\$0	0.00%	\$17,500	\$0
41	Electrical	\$59,650	\$21,000	\$0		\$0	\$21,000	35.21%	\$38,650	\$1,050
42	Testing	\$4,498	\$4,498	\$0		\$0	\$4,498	100.00%	\$0	\$0
43	Dust Control Permit	\$500	\$500	\$0		\$0	\$500	100.00%	\$0	\$0
44	Allowance - Soils Review	\$1,701	\$1,701	\$0		\$0	\$1,701	100.00%	\$0	\$0
45	Allowance - Door Hardware	\$850	\$0	\$0		\$0	\$0	0.00%	\$850	\$0
46	Allowance - Wood Truss Review	\$1,818	\$1,818	\$0		\$0	\$1,818	100.00%	\$0	\$0
47	Allowance - Water Feature/Planters	\$10,000	\$0	\$0		\$0	\$0	0.00%	\$10,000	\$0
48	Allowance - Structural/Inspections	\$8,000	\$7,075	\$539		\$0	\$7,614	95.18%	\$386	\$0
49	Allowance - 4 Restrooms	\$0	\$0	\$0		\$0	\$0	#DIV/0!	\$0	\$0
50	Insurance	\$13,225	\$13,225	\$0		\$0	\$13,225	100.00%	\$0	\$0
51	Sales Tax	\$49,171	\$27,044	\$4,917		\$0	\$31,961	65.00%	\$17,210	\$0
52	Contractor Fee	\$44,745	\$24,610	\$4,474		\$0	\$29,084	65.00%	\$15,661	\$1,454
	Contract Total	\$1,055,994	\$520,605	\$76,731		\$0	\$597,336	56.57%	\$ 458,658	\$ 26,326

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 **\$73,167.00** 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 **July 31, 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: July 30, 2008

CONTRACTOR: The Sahuaro Group LLC

BY:  _____

TITLE: Principal

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 **\$147,424.00** 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 **June 30, 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: July 30, 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.

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: 9
Allowance Category: 48
Date: 7/30/2008
Project Number: 7012
Contract Date: 7/15/2007
Contract For: General Construction

Modify the Allowance as follows:

Add/Deduct from Allowance:

Increase allowance by \$500.00 and deduct for the most recent inspection \$539.00

Total Change to this Allowance This Period: \$539.00

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:	8,000.00
Previous Allowance Amount Used:	7,075.00
Available Allowance Prior to this Summary:	925.00
Amount of this Summary (Increase) (Decrease):	539.00
Amount of Allowance Remaining:	386.00

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

NA
Architect

The Sahuaro Group LLC
Contractor

Owner

19 South 10th Avenue

Address

Phoenix, Arizona 85007
Address

Address

By:

By:

By:

Date:

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 **\$12,580.00** 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 **June 30, 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: July 25, 2008

Firm: S & M Masonry

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 Office Condos

Job No.: 7012

The undersigned has been paid and has received a progress payment in the sum of **\$13,697.00** for all labor, services, equipment or material furnished to the jobsite or to **Las Sendas Office Condos** on the job of **Las Sendas Office Condos** 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 Office Condos** through **July 28, 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: 7-30-08

Firm: DJB Enterprises

By: [Signature]

Title: Office 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.

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

Project : Las Sendas Office Condos

Job No.: 7012

The undersigned has been paid and has received a progress payment in the sum of **\$1,540.00** for all labor, services, equipment or material furnished to the jobsite or to **Las Sendas Office Condos** on the job of **Las Sendas Office Condos** 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 Office Condos** through **July 28, 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: 7/30/08

Firm: Sun Devil Mechanical

By: C.Y.K.

Title: C.P.O.

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.

7/30/08 WED 11:46

(6022581759

)4809678282

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JUL 30 2008

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

Project : Las Sendas Office Condos

Job No.: 7012

The undersigned has been paid and has received a progress payment in the sum of \$370.00 for all labor, services, equipment or material furnished to the jobsite or to Las Sendas Office Condos on the job of Las Sendas Office Condos 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 Office Condos through July 28, 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: 7-30-08

Firm: Desierto Verde

By: Kathy Saland

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 Office Condos

Job No.: 7012

The undersigned has been paid and has received a progress payment in the sum of **\$19.00** for all labor, services, equipment or material furnished to the jobsite or to **Las Sendas Office Condos** on the job of **Las Sendas Office Condos** 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 Office Condos** through **July 28, 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: 7-30-08

Firm: Termite One

By: [Signature]

Title: Acctg

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 Office Condos

Job No.: 7012

The undersigned has been paid and has received a progress payment in the sum of \$233.00 for all labor, services, equipment or material furnished to the jobsite or to Las Sendas Office Condos on the job of Las Sendas Office Condos 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 Office Condos through July 28, 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: 7/30/08

Firm: Cactus Rose Construction

By: [Signature]

Title: [Signature]

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7/30/'08 WED 11:50

(6022581759

) 6234870151

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

Project : Las Sendas Office Condos

Job No.: 7012

The undersigned has been paid and has received a progress payment in the sum of \$400.00 for all labor, services, equipment or material furnished to the jobsite or to Las Sendas Office Condos on the job of Las Sendas Office Condos 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 Office Condos through July 28, 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: 7-30-08

Firm: Aztec Waterworks

By: 

Title: OFFICE 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.