

# STOP NOTICE

- To the Owner pursuant to A.R.S. § 33-1054
- To the Construction Lender Pursuant to A.R.S. § 33-1055
- This is a Bonded Stop Notice to the Construction Lender  
(Attached is the bond and a stamped return envelope and requests notice of the Lenders election whether to withhold Funds).

TO: BANK  
ATTN. CONSTRUCTION FUNDING  
WEST BROADWAY ROAD  
TEMPE, AZ 85281

AUGUST 30, 1998

NOTICE NO: 2245E AMENDED

(IF PRIVATE JOB - FILE WITH RESPONSIBLE OFFICER OR PERSON AT OFFICE OR BRANCH OF CONSTRUCTION LENDER ADMINISTERING THE CONSTRUCTION FUNDS.)

ORIGINAL CONTRACTOR: CONSTRUCTION  
SOUTH STREET, SUITE  
TEMPE, AZ 85281

SUBCONTRACTOR: N/A

OWNER OF THE PROJECT: PROPERTIES  
ATTN. C  
ASSOCIATES LLC  
1750 HOWE AVENUE, SUITE 590  
CA 95825

TO THE WORK OF IMPROVEMENT KNOWN AS. SQUARE AT CHANDLER  
BOULEVARD.  
LOCATED IN: PHOENIX, AZ

CLAIMANT:

FURNISHED OR IS STILL FURNISHING MATERIALS, EQUIPMENT, TOOLS, ACCESSORIES AND LABOR USED ONLY IN THE ABOVE DESCRIBED WORK OF IMPROVEMENT.

THE NAME OF THE PERSON OR COMPANY BY WHOM CLAIMANT WAS EMPLOYED OR TO WHOM CLAIMANT FURNISHED LABOR, SERVICE, EQUIPMENT OR MATERIALS TO IS: CONSTRUCTION, SOUTH STREET, SUITE TEMPE, AZ 85281

## EXHIBIT B

THE KIND OF LABOR, SERVICE, EQUIPMENT OR MATERIALS FURNISHED OR AGREED TO BE FURNISHED BY CLAIMANT WAS:  
PAINT & PAINT SUPPLIES & LABOR  
TOTAL VALUE OF LABOR, SERVICE, EQUIPMENT OR MATERIALS AGREED TO BE FURNISHED: (CONTRACT AMOUNT).....\$ 14,331.25

TOTAL VALUE OF LABOR, SERVICE, EQUIPMENT OR MATERIALS ACTUALLY FURNISHED IS. (including any and all change orders to date).....\$14,331.25

CREDIT FOR MATERIALS RETURNED, IF ANY: .....\$ -0-

AMOUNT PAID ON ACCOUNT, IF ANY:.....\$ -0-

TOTAL AMOUNT DUE ON THE CONTRACT FOR WHICH WORK HAS BEEN PERFORMED \$25,628.00 (OWING OR PAST-DUE PURSUANT TO THE TERMS OF THE CONTRACT)

AMOUNT PAST-DUE AFTER DEDUCTING ALL JUST CREDITS..... \$14,331.25

WE CERTIFY THAT THIS AMOUNT CONSTITUTES THE CURRENT AMOUNT OF MONEY PAST DUE ON THE AGREEMENT AND NOT SUMS TO BECOME DUE IN THE FUTURE

YOU ARE HEREBY NOTIFIED TO WITHHOLD SUFFICIENT MONIES HELD BY YOU ON THE ABOVE DESCRIBED PROJECT TO SATISFY CLAIMANT'S DEMAND IN THE AMOUNT OF \$14,331.25 AS PROVIDED IN ARIZONA REVISED STATUTES § 33-1054 AND §33-1055.

DATED: AUGUST 30, 1999  
BY [Signature]

TITLE:  
VERIFICATION FOR CORPORATION:  
STATE OF ARIZONA )

)SS  
COUNTY OF PIMA )  
I, BEING FIRST DULY SWORN JANET E. SUMMERS DEPOSES AND SAYS THAT I AM THE LIMITED AGENT FOR ( ) INC. THAT

HAS KNOWLEDGE OF AND HAS PROVIDED THE FACTS AS STATED HEREIN. THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, I MAKE THIS VERIFICATION FOR AND ON BEHALF OF SAID COMPANY CORPORATION.

STATE OF ARIZONA )  
)SS  
COUNTY OF PIMA )

ACKNOWLEDGED BY SUBSCRIBED AND SWORN TO BEFORE ME THIS 30TH DAY OF AUGUST, 1999.  
BY [Signature] IS WHO ACKNOWLEDGED TO ME THAT SHE IS THE LIMITED AGENT FOR

NOTARY PUBLIC [Signature]





# STOP NOTICE BOND

UNDER SECTION 33-1055 OF ARIZONA REVISED STATUTES

Bond Number S300-4300-72

KNOW ALL MEN BY THESE PRESENT, that \_\_\_\_\_

as Principal, and W. International Insurance Company a corporation created, organized, and existing under and by virtue of the laws of the State of Arizona and duly licensed to transact a general surety business in the State of Arizona, as Surety, are held and firmly bound to \_\_\_\_\_ BANK, WEST BROADWAY ROAD, TEMPE, AZ 85281

as Oblige, in the sum of SEVENTEEN THOUSAND NINE HUNDRED FOURTEEN AND (96/100) (\$17,104.106) lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT WHEREAS, Principal has furnished labor and/or materials to CONSTRUCTION hereinafter called Defendant, in connection with the construction of certain improvements located at SQUARE AT CHANDLER BOULEVARD, CHANDLER, AZ (the Project), and

WHEREAS, Principal has filed or desires to file a Stop Notice pursuant to A.R.S. §33-1055 in connection with said labor and/or material, against certain funds held by the Oblige, and

WHEREAS, A.R.S. §33-1051 requires Principal to post a bond in the penal sum equal to One Hundred Twenty Five Percent (125%) of the amount of the claim.

NOW THEREFORE, the condition of this obligation is such that if the Oblige, the Project owner or Defendant recovers judgment in an action brought on such Stop Notice or on the lien filed by Principal, the Principal will pay all costs and damages that the Oblige, the Project owner or Defendant sustained by reason of the Stop Notice claim or lien, not exceeding the penal sum specified in this bond, and this obligation shall be null and void otherwise to remain in full force and effect.

Signed, sealed and dated at TUCSON, ARIZONA this 3RD day of SEPTEMBER 199

Principal \_\_\_\_\_ W. International Insurance Company  
Surety

BY \_\_\_\_\_ BY: [Signature]  
Larry R. Attorney-In Fact

**WASHINGTON INTERNATIONAL INSURANCE COMPANY  
POWER OF ATTORNEY**

KNOW ALL BY THESE PRESENTS. That the Washington International Insurance Company, a corporation organized and existing under the law of the State of Arizona, and having its principal office in the Village of Itasca, Illinois does hereby constitute and appoint

**MARTHA DEE DAY, JOSEPH C. DMUEY, P.E. MANCOCK, LARRY R. OLSEN, SHIRLEY M. REBLIN,  
DEBRA S. SCHULTZ AND CHARLES A. TOUCHE EACH IN THEIR SEPARATE CAPACITY**

as true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required, or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said Washington International Insurance Company as fully and amply, to all intents and purposes, as if the same has been duly executed and acknowledged by its President and its principal office.

This Power of Attorney shall be limited in amount to \$3,500,000.00 for any single obligation.

This Power of Attorney is issued pursuant to authority granted by the resolutions of the Board of Directors adopted March 22, 1978, July 3, 1980 and October 21, 1988 which read, in part, as follows:

1. The Chairman of the Board, President, Vice President, Assistant Secretary, Treasurer and Secretary may designate Attorney-in-Fact and authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds, and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and to appoint Special Attorney-in-Fact who are hereby authorized to certify copies of any power-of-attorney issued in pursuant to this section and/or any of the By-Laws of the Company, and to remove, at any time, any such Attorney-in-Fact or Special Attorney-in-Fact and revoke the authority given him.
2. The signatures of the Chairman of the Board, the President, Vice President, Assistant Secretary, Treasurer and Secretary, and the corporate seal of the Company, may be affixed to any Power of Attorney, certificate, bond or undertaking relating thereto, by facsimile. Any such Power of Attorney, certificate bond or undertaking bearing such facsimile signature or facsimile seal affixed in the ordinary course of business shall be valid and binding upon the Company.

IN TESTIMONY WHEREOF, the Washington International Insurance Company has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 23rd day of May, 1997.



INTERNATIONAL INSURANCE COMPANY

*[Signature]*

Steven P. \_\_\_\_\_  
Vice-President

STATE OF ILLINOIS)  
COUNTY OF COOK)

On this 23rd day of May, 1997, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said that he is the therein described and authorized officer of the \_\_\_\_\_ International Insurance Company; that the seal affixed to said instrument is the Corporate Seal of said Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, this day and year first above written.



CERTIFICATE

STATE OF ILLINOIS)  
COUNTY OF COOK)

I, the undersigned, Vice-President of \_\_\_\_\_ INTERNATIONAL INSURANCE COMPANY, an ARIZONA Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force and has not been revoked, and furthermore that Article III, Section 5 of the By-Laws of the Corporation, and the Resolution of the Board of Directors, set forth in the Power of Attorney, are now in force.

Signed and sealed in the County of Cook. Dated the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_.

*[Signature]*  
James A. \_\_\_\_\_  
Vice-President