

EXHIBIT F COLLECTION OF LIEN WAIVERS

It is Black Canyon Construction's policy to collect waivers of lien from all Subcontractors (First-Tier Subcontractors and Suppliers) for payment of any Subcontractor's invoice on projects where: (1) the Subcontractor provides equipment, materials or labor, and (2) the equipment, materials or labor improve the value of a Black Canyon Construction project or other real property under construction by Black Canyon Construction. The Waivers of lien are required pursuant to the above requirements, each Subcontractor must submit the documentation outlined in this document with each invoice to be considered for payment.

DEFINITIONS

"Subcontractor" is an entity that has a direct contract with Black Canyon Construction Company.

"First-Tier Subcontractor" is an entity that has a direct agreement/contract with the Subcontractor.

"Supplier" is an entity that has direct agreement/contract with the Subcontractor and has provided supplies / materials, equipment, etc. to the job site.

EXHIBIT WAIVERS OF LEIN

- **Exhibit A** "Subcontractor's Affidavit for Progress Payment"
- **Exhibit B** "Subcontractor's Conditional Waiver for Progress Payment"
- **Exhibit B-1** "Subcontractors Unconditional Waiver and Release on Progress Payment", shall be submitted by the Subcontractor to Black Canyon Construction's office after receipt of payment
- **Exhibit C** "Suppliers' Conditional Waiver for Progress Payment", from each First-Tier Subcontractor/Supplier
- **Exhibit C-1** "Suppliers Unconditional Waiver and Release on Progress Payment", from each First-Tier Subcontractor/Supplier.
- **Exhibit D** "Subcontractor's Conditional Waiver and Release on Final Payment"
- **Exhibit D-1** "Subcontractors Unconditional Waiver and Release on Final Payment"
- **Exhibit E** "Suppliers Conditional Waiver and Release on Final Payment", from each First-Tier Subcontractor/Supplier
- **Exhibit E-1** "Suppliers Unconditional Waiver and Release on Final Payment, from each First-Tier Subcontractor/Supplier"

INVOICING PROCEDURES

Draw # 1

- a) Submit Exhibit A and Exhibit B with your monthly company invoice to Black Canyon Construction Accounts Payable Dept.
- b) Submit Exhibit C or Exhibit C-1 from your suppliers if applicable with your invoice.

All Draws for the months following Draw #1

- a) Submit Exhibit A, Exhibit B and Exhibit B-1 with your monthly company invoice to Black Canyon Construction Accounts Payable Dept.
- b) Submit Exhibit C or Exhibit C-1 from your suppliers with your invoice.

Final Draw

- a) Submit Exhibit A, Exhibit B-1 and Exhibit D or D-1 with your **FINAL** company invoice to Black Canyon Construction Accounts Payable Dept.
- b) Submit Exhibit E or E-1 from your suppliers with your invoice.

Note* ALL SUBCONTRACTORS MUST PROVIDE NOTARIZED PROOF OF PAYMENT FROM SUPPLIERS, EQUIPMENT RENTALS AND SUB-SUBCONTRACTORS FOR MATERIAL, LABOR OR EQUIPMENT THAT IS INCORPORATED INTO OR ONTO A BLACK CANYON CONSTRUCTION PROJECT WITH EACH DRAW REQUEST FOLLOWING THE FIRST PAYMENT.

EXHIBIT B

SUBCONTRACTORS CONDITIONAL WAIVER FOR PROGRESS PAYMENTS

Project: _____

Job No. _____

On receipt by the signer of this document of a check from Black Canyon Construction (maker of check) in the sum of \$_____ payable to _____ (payee or 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 right, any right arising from a payment bond that complies with a state or federal statute, any common law payment 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 signer's position that the signer has on the property of _____ (owner) located at _____ (location) to the following extent: _____ (job description).

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to Black Canyon Construction Company (person with whom signer contracted) as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

The Signer warrants that the signer will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project .

(Company Name)

(Signature)

(Title)

Subscribed and sworn to before me, this ____ day of _____, 20____.

Notary Public _____
(Signature)

[Seal]

My Commission expires: _____

Exhibit B-1

SUBCONTRACTORS UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENTS

* * * * *

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. IT IS PROHIBITED FOR A PERSON TO REQUIRE YOU TO SIGN THIS DOCUMENT IF YOU HAVE NOT BEEN PAID THE PAYMENT AMOUNT SET FORTH BELOW. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.

Project: _____

Job No.: _____

The signer of this document has been paid in full in the amount of \$_____ (amount) through _____ (date) for labor, services, equipment, or materials furnished to the property or to Black Canyon Construction Company (person with whom signer contracted) on the property of _____ (owner) located at _____ (location) to the following extent: _____ (job description). The signer therefore waives and releases any mechanic’s lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment 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 signer’s position, with respect to this progress payment.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay all of the signer’s laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project .

Dated:

(Company Name)

(Signature)

(Title)

Subscribed and sworn to before me, this ____ day of _____, 20__.

Notary Public _____

(Signature)

[Seal]

My Commission expires: _____

EXHIBIT C

SUPPLIERS CONDITIONAL WAIVER FOR PROGRESS PAYMENTS

Project: _____

Job No. _____

On receipt by the signer of this document of a check from _____ (maker of check) in the sum of \$_____ payable to _____ (Supplier) 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 right, any right arising from a payment bond that complies with a state or federal statute, any common law payment 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 signer's position that the signer has on the property of _____ (owner) located at _____ (location) to the following extent: _____ (job description).

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to _____ (person with whom signer contracted) as indicated in the attached statement(s) or progress payment request(s).

(Company Name)

(Signature)

(Title)

Subscribed and sworn to before me, this ____ day of _____, 20__.

Notary Public _____
(Signature)

[Seal]

My Commission expires: _____

Exhibit C-1

SUPPLIERS UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENTS

* * * * *

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. IT IS PROHIBITED FOR A PERSON TO REQUIRE YOU TO SIGN THIS DOCUMENT IF YOU HAVE NOT BEEN PAID THE PAYMENT AMOUNT SET FORTH BELOW. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.

Project: _____

Job No.: _____

The signer of this document has been paid in full in the amount of \$_____ (amount) through _____ (date) for all labor, services, equipment, or materials furnished to the property or to _____ (person with whom signer contracted) on the property of _____ (owner) located at _____ (location) to the following extent: _____ (job description). The signer therefore waives and releases any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment 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 signer's position, with respect to this progress payment

Dated:

(Company Name)

(Signature)

(Title)

Subscribed and sworn to before me, this ____ day of _____, 20__.

Notary Public _____

(Signature)

[Seal]

My Commission expires: _____

EXHIBIT D

SUBCONTRACTORS CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

Project: _____

Job No.: _____

On receipt by the signer of this document of a check from Black Canyon Construction Company (maker of check) in the sum of \$_____ payable to _____ (payee or 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 right, any right arising from a payment bond that complies with a state or federal statute, any common law payment 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 signer's position that the signer has on the property of _____ (owner) located at _____ (location) to the following extent: _____ (job description).

This release covers the final payment to the signer for all labor, services, equipment, or materials furnished to the property or to Black Canyon Construction Company (person with whom signer contracted).

The signer warrants that the signer has already paid or will use the funds received from this final payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project.

(Company Name)

(Signature)

(Title)

Subscribed and sworn to before me, this ____ day of _____, 20__.

Notary Public _____
(Signature)

[Seal]

My Commission expires: _____

Exhibit D-1

SUBCONTRACTORS UNCONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

* * * * *

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. IT IS PROHIBITED FOR A PERSON TO REQUIRE YOU TO SIGN THIS DOCUMENT IF YOU HAVE NOT BEEN PAID THE PAYMENT AMOUNT SET FORTH BELOW. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.

Project: _____

Job No.: _____

The signer of this document has been paid in full for all labor, services, equipment, or materials furnished to the property or to Black Canyon Construction Company (person with whom signer contracted) on the property of _____ (owner) located at _____ (location) to the following extent: _____ (job description). The signer therefore waives and releases any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment 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 signer's position.

The signer warrants that the signer has already paid with funds received all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project.

Dated:

(Company Name)

(Signature)

(Title)

Subscribed and sworn to before me, this ____ day of _____, 20__.

Notary Public _____

(Signature)

[Seal]

My Commission expires: _____

EXHIBIT E

SUPPLIERS CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

Project: _____

Job No.: _____

On receipt by the signer of this document of a check from _____ (maker of check) in the sum of \$_____ payable to _____ (Supplier) 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 right, any right arising from a payment bond that complies with a state or federal statute, any common law payment 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 signer's position that the signer has on the property of _____ (owner) located at _____ (location) to the following extent: _____ (job description).

This release covers the final payment to the signer for all labor, services, equipment, or materials furnished to the property or to _____ (person with whom signer contracted).

(Company Name)

(Signature)

(Title)

Subscribed and sworn to before me, this ____ day of _____, 20__.

Notary Public _____
(Signature)

[Seal]

My Commission expires: _____

Exhibit E-1

SUPPLIERS UNCONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

* * * * *

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. IT IS PROHIBITED FOR A PERSON TO REQUIRE YOU TO SIGN THIS DOCUMENT IF YOU HAVE NOT BEEN PAID THE PAYMENT AMOUNT SET FORTH BELOW. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.

Project: _____

Job No.: _____

The signer of this document has been paid in full for all labor, services, equipment, or materials furnished to the property or to _____ (person with whom signer contracted) on the property of _____ (owner) located at _____ (location) to the following extent: _____ (job description). The signer therefore waives and releases any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment 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 signer's position.

The signer warrants that the signer has already paid or will use the funds received from this final payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project.

Dated:

(Company Name)

(Signature)

(Title)

Subscribed and sworn to before me, this ____ day of _____, 20__.

Notary Public _____

(Signature)

[Seal]

My Commission expires: _____