

UNITED STATES BANKRUPTCY COURT FOR THE NORTHERN DISTRICT OF TEXAS		PROOF OF CLAIM
Name of Debtor: (Check Only One): <input type="checkbox"/> Opus West Corporation <input checked="" type="checkbox"/> Opus West Construction Corporation <input type="checkbox"/> O.W. Commercial, Inc. <input type="checkbox"/> Opus West LP <input type="checkbox"/> Opus West Partners, Inc.	Case Number: <div style="font-size: 1.2em; font-family: cursive;">09-34356</div>	
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. All other requests for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.		
Name of Creditor (the person or other entity to whom the debtor owes money or property): <div style="font-size: 1.2em; font-family: cursive;">E + K of Phoenix, Inc</div>	<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: <i>(If known)</i> Filed on: _____	
Name and address where notices should be sent: <div style="font-size: 1.2em; font-family: cursive;">4010 North 27th Avenue Phoenix AZ 85017</div> Telephone number: <div style="font-size: 1.2em; font-family: cursive;">602-269-8566</div> Email Address: <div style="font-size: 1.2em; font-family: cursive;">kim.debacco@e-cco.com</div>	<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check this box if you are the debtor or trustee in this case.	
Name and address where payment should be sent (if different from above): Telephone number: _____	<div style="border: 1px solid black; padding: 5px;"> 1. Amount of Claim as of Date Case Filed: <div style="font-size: 1.2em; font-family: cursive;">\$ 16,617.10</div> If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete item 5. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges. </div>	
2. Basis for Claim: <div style="font-size: 1.2em; font-family: cursive;">goods sold & services performed</div> (See instruction #2 on reverse side.)	5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount. Specify the priority of the claim. <input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B). <input checked="" type="checkbox"/> Wages, salaries, or commissions (up to \$10,950) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. §507 (a)(4). <input checked="" type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. §507 (a)(5). <input type="checkbox"/> Up to \$2,425 of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. §507 (a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. §507 (a)(8). <input checked="" type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. §507 (a)(). Amount entitled to priority: <div style="font-size: 1.2em; font-family: cursive;">\$ 16,617.10</div>	
3. Last four digits of any number by which creditor identifies debtor: <div style="font-size: 1.2em; font-family: cursive;">1533</div> 3a. Debtor may have scheduled account as: _____ (See instruction §3a on reverse side).	<div style="border: 1px solid black; padding: 5px;"> 4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Equipment <input checked="" type="checkbox"/> Other Value of Property: \$ _____ Annual Interest Rate ____ % Amount of arrearage and other charges as of time case filed included in secured claim, if any: <div style="font-size: 1.2em; font-family: cursive;">\$ 16,617.10</div> Basis for perfection: _____ Amount Unsecured: \$ _____ </div>	
6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.		
7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements or running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.) DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain: _____		
Date: <div style="font-size: 1.2em; font-family: cursive;">7/29/09</div>	Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any. <div style="font-size: 1.2em; font-family: cursive;">Kim DeBacco</div>	FOR COURT USE ONLY <div style="text-align: center; font-weight: bold; font-size: 1.5em;">FILED</div>

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

Modified B10 (GCG) (12/08)

AUG 03 2009
BMC GROUP



INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules. The attorneys for the Debtors and their court-appointed claims agent (The BMC Group) are not authorized and are not providing you with any legal advice.

PLEASE SEND YOUR ORIGINAL, COMPLETED CLAIM FORM AS FOLLOWS: **IF BY MAIL:** OPUS WEST CORPORATION, et al C/O BMC GROUP, PO BOX 3020, CHANHASSEN, MN, 55317-3020. **IF BY HAND OR OVERNIGHT COURIER:** OPUS WEST CORPORATION, et al C/O BMC GROUP, 18750 LAKE DRIVE EAST, CHANHASSEN, MN, 55317. ANY PROOF OF CLAIM SUBMITTED BY FACSIMILE OR E-MAIL WILL NOT BE ACCEPTED.

THE GENERAL BAR DATE IN THESE CHAPTER 11 CASES IS November 9, 2009

Court, Name of Debtor, and Case Number:

These chapter 11 cases were commenced in the United States Bankruptcy Court for the Northern District of Texas on July 6, 2009. You should select the Debtor against which you are asserting your claim.

A SEPARATE PROOF OF CLAIM FORM MUST BE FILED AGAINST EACH DEBTOR.

Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. Please provide us with a valid email address. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

1. Amount of Claim as of Date Case Filed:

State the total amount owed to the creditor on the Petition Date. Follow the instructions concerning whether to complete items 4 and/or 5. Check the box if interest or other charges are included in the claim.

2. Basis for Claim:

State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on the delivery of health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if the debtor, trustee or another party in interest files an objection to your claim.

3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:

State only the last four digits of the debtor's account or other number used by the creditor to identify the Debtor, if any.

3a. Debtor May Have Scheduled Account As:

Use this space to report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the Debtor.

4. Secured Claim:

Check the appropriate box and provide the requested information if the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See DEFINITIONS, below.) State the type and the value of property that secures the claim, attach copies of lien documentation, and state annual interest rate and the amount past due on the claim as of the date of the bankruptcy filing.

5. Amount of Claim Entitled to Priority Under 11 U.S.C. §507(a).

If any portion of your claim falls in one or more of the listed categories, check the appropriate box(es) and state the amount entitled to priority. (See DEFINITIONS, below.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

6. Credits:

An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the Debtor credit for any payments received toward the debt.

7. Documents:

Attach to this proof of claim form redacted copies documenting the existence of the debt and of any lien securing the debt. You may also attach a summary. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary. FRBP 3001(c) and (d). If the claim is based on the delivery of health care goods or services, see instruction 2. Do not send original documents, as attachments may be destroyed after scanning.

Date and Signature:

The person filing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2), authorizes courts to establish local rules specifying what constitutes a signature. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.

DEFINITIONS

Debtor

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

Creditor

A creditor is a person, corporation, or other entity owed a debt by the debtor on the date of the bankruptcy filing.

Claim

A claim is the creditor's right to receive payment on a debt owed by the Debtor on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured.

Proof of Claim

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the BMC Group as described in the instructions above and in the Bar Date Notice.

Secured Claim Under 11 U.S.C. §506(a)

A secured claim is one backed by a lien on property of the debtor. The claim is secured so long as the creditor has the right to be paid from the property prior to other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car.

A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien. A claim also may be secured if the creditor owes the debtor money (has a right to setoff).

Unsecured Claim

An unsecured claim is one that does not meet the requirements of a secured claim. A claim may be partly unsecured if the amount of the claim exceeds the value of the property on which the creditor has a lien.

Claim Entitled to Priority Under 11 U.S.C. §507(a)

Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

Redacted

A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor should redact and use only the last four digits of any social-security, individual's tax-identification, or financial-account number, all but the initials of a minor's name and only the year of any person's date of birth.

Evidence of Perfection

Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other document showing that the lien has been filed or recorded.

INFORMATION

Acknowledgment of Filing of Claim

To receive acknowledgment of your filing from the BMC Group, please provide a self-addressed stamped envelope and a copy of this proof of claim when you submit the original claim to the BMC Group.

Offers to Purchase a Claim

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 *et seq.*), and any applicable orders of the bankruptcy court.

UNITED STATES BANKRUPTCY COURT Northern District of Texas**Notice of****Chapter 11 Bankruptcy Cases, Meeting of Creditors, & Deadlines**

Chapter 11 bankruptcy cases concerning the debtors listed below were filed on 7/6/09.

You may be a creditor of the debtors. **This notice lists important deadlines.** You may want to consult an attorney to protect your rights. All documents filed in these cases may be inspected at the bankruptcy clerk's office at the address listed below.

NOTE: The staff of the bankruptcy clerk's office cannot give legal advice.

See Reverse Side for Important Explanations

Debtors (names used by the debtors in the last 8 years, including married, maiden, trade, and address):

Opus West Corporation

2555 E Camelback Road, Suite 800

Phoenix, Arizona 85016

Tax ID No.: 86-0811533

Case No.: 09-34356

O. W. Commercial, Inc.

2555 E Camelback Road, Suite 800

Phoenix, Arizona 85016

Tax ID No.: 20-2789134

Case No.: 09-34363

Opus West Partners, Inc.

2555 E Camelback Road, Suite 800

Phoenix, Arizona 85016

Tax ID No.: 81-0545537

Case No.: 09-34373

Opus West Construction Corporation

2555 E Camelback Road, Suite 800

Phoenix, Arizona 85016

Tax ID No.: 41-0855917

Case No.: 09-34360

Opus West LP

2555 E Camelback Road, Suite 800

Phoenix, Arizona 85016

Tax ID No.: 81-0545535

Case No.: 09-34334

Attorneys for Opus West Corporation, Opus West Construction Corporation, and O. W. Commercial, Inc. (names and addresses):

Clifton R. Jessup, Jr.

Greenberg Traurig, LLP

2200 Ross Avenue, Suite 5200

Dallas, TX 75201

Telephone: 214-665-3600

Facsimile: 214-665-5938

Attorneys for Opus West Partners, Inc., and Opus West LP: (names and addresses):

Peter Franklin

Doug Skierski

Franklin Skierski Lovall Hayward, LLP

10501 N. Central Expressway, Suite 106

Dallas, TX 75231

Telephone: 214-702-4061

Facsimile: 214-723-5345

Meeting of Creditors

Date: **August 12, 2009**

Time: **2:00 P.M.**

Location: **Office of the U.S. Trustee, 1100 Commerce St., Room 976, Dallas, TX 75242**

Deadline to File a Proof of Claim

Proof of claim must be *received* by the BMC Group, Debtors' Claims Agent, by the following deadline:

For all creditors (except a governmental unit): **11/9/09**

For a governmental unit: _____

Claims Should be Sent to:**IF BY MAIL:**

Opus West Corporation, et al

c/o BMC Group

P.O. Box 3020

Chanhassen, MN 55317-3020

IF BY HAND OR OVERNIGHT COURIER:

Opus West Corporation, et al

c/o BMC Group

18750 Lake Drive East

Chanhassen, MN 55317

Creditors with a Foreign Address:

A Creditor to whom this notice is sent at a foreign address should read the information under "claims" on the reverse side.

Deadline to File a Complaint to Determine Dischargeability of Certain Debts:**Creditors May Not Take Certain Actions:**

In most instances, the filing of the bankruptcy case automatically stays certain collection and other actions against the debtors and the debtors' property. Under certain circumstances, the stay may be limited to 30 days or not exist at all, although the debtors can request the court to extend or impose a stay. If you attempt to collect a debt or take other action in violation of the Bankruptcy Code, you may be penalized. Consult a lawyer to determine your rights in this case.

Address of the Bankruptcy Clerk's Office:

1100 Commerce Street, Room 1254

Dallas, Texas 75242

Telephone number: 214-753-2000

For the Court:

Clerk of the Bankruptcy Court:

Tawana C. Marshall

Hours Open: Monday – Friday 8:30 AM – 4:30 PM

EXPLANATIONS	
Filing of Chapter 11 Bankruptcy Case	Bankruptcy cases under Chapter 11 of the Bankruptcy Code (title 11, United States Code) have been filed in this court by the debtors listed on the front side, and orders for relief have been entered. Chapter 11 allows a debtor to reorganize or liquidate pursuant to a plan. A plan is not effective unless confirmed by the court. You may be sent a copy of the plan and a disclosure statement telling you about the plan, and you might have the opportunity to vote on the plan. You will be sent a notice of the date of confirmation hearing, and you may object to confirmation of the plan and attend the confirmation hearing. Unless a trustee is serving, the debtor will remain in possession of the debtor's property and may continue to operate any business.
Legal Advice	The staff of the bankruptcy clerk's office cannot give legal advice. Consult a lawyer to determine your rights in these cases.
Creditors Generally May Not Take Certain Actions	Prohibited collection actions are listed in Bankruptcy Code § 362. Common examples of prohibited actions include contacting the debtor by telephone, mail or otherwise to demand repayment; taking actions to collect money or obtain property from the debtor; repossessing the debtor's property; and starting or continuing lawsuits or foreclosures. Under certain circumstances, the stay may be limited to 30 days or not exist at all, although the debtor can request the court to extend or impose a stay.
Meeting of Creditors	A meeting of creditors is scheduled for the date, time and location listed on the front side. <i>The debtor's representative must be present at the meeting to be questioned under oath by the trustee and by creditors.</i> Creditors are welcome to attend, but are not required to do so. The meeting may be continued and concluded at a later date without further notice. The court, after notice and a hearing, may order that the United States trustee not convene the meeting if the debtor has filed a plan for which the debtor solicited acceptances before filing the case.
Claims	A Proof of Claim is a signed statement describing a creditor's claim. If a Proof of Claim form is not included with this notice, you can obtain one at any bankruptcy clerk's office. You may look at the schedules that have been or will be filed at the bankruptcy clerk's office. If your claim is scheduled and is not listed as disputed, contingent, or unliquidated, it will be allowed in the amount scheduled unless you filed a Proof of Claim or you are sent further notice about the claim. Whether or not your claim is scheduled, you are permitted to file a Proof of Claim. If your claim is not listed at all or if your claim is listed as disputed, contingent, or unliquidated, then you must file a Proof of Claim or you might not be paid any money on your claim and may be unable to vote on the plan. A secured creditor retains rights in its collateral regardless of whether that creditor files a Proof of Claim. Filing a Proof of Claim submits the creditor to the jurisdiction of the bankruptcy court, with consequences a lawyer can explain. For example, a secured creditor who files a Proof of Claim may surrender important nonmonetary rights, including the right to a jury trial. Filing Deadline for a Creditor with a Foreign Address: The deadlines for filing claims set forth on the front of this notice apply to all creditors. If this notice has been mailed to a creditor at a foreign address, the creditor may file a motion requesting the court to extend the deadline.
Discharge of Debts	Confirmation of a chapter 11 plan may result in a discharge of debts, which may include all or part of your debt. See Bankruptcy Code § 1141(d). A discharge means that you may never try to collect the debt from the debtor, except as provided in the plan. If you believe that a debt owed to you is not dischargeable under Bankruptcy Code § 1141(d)(6)(A), you must start a lawsuit by filing a complaint in the bankruptcy clerk's office by the "Deadline to File a Complaint to Determine Dischargeability of Certain Debts" listed on the front side. The bankruptcy clerk's office must receive the complaint and any required filing fee by that Deadline.
Bankruptcy Clerk's Office	Any paper that you file in this bankruptcy case should be filed at the bankruptcy clerk's office at the address listed on the front side. You may inspect all papers filed, including the list of the debtor's property and debts and the list of the property claimed as exempt, at the bankruptcy clerk's office.
Creditor with a Foreign Address	Consult a lawyer familiar with United States bankruptcy law if you have any questions regarding your rights in these cases.

State Farm
Balance Due 7183.00

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
20090496522 06/02/2009 12:15
ELECTRONIC RECORDING

When recorded, return to
MARICOPA COUNTY
RECORDER -
SOUTHEAST OFFICE
basket of:
JOYCE'S SERVICES CORP

12792261-16-1-1--
mcdevitttr

5447

reserved for recording information

JOYCE'S SERVICES CORPORATION AZCLDP #81092
EDITH (JOYCE) FUNK AZCLDP #81047

DOCUMENT TYPE:

NOTICE & CLAIM OF MECHANIC'S, PROFESSIONAL SERVICES, MATERIALMAN'S LIEN
in accordance with ARS 33-993.

CLAIMANT: E & K OF PHOENIX INC., 4010 N 27TH AVENUE., PHOENIX, AZ. 85017

REAL PROPERTY OWNER OR REPUTED OWNER: PC 101 INC %OPUS WEST CORPORATION, 2555 E CAMELBACK RD #800, PHOENIX, AZ 85016, PC 101 INC / PIMA CENTER 101 LLC %OPUS WEST CORPORATION, 2555 E CAMELBACK RD #800, PHOENIX, AZ 85016; AND PROPERTY OWNERSHIP: CERTAIN ALLOTTED MEMBERS OF THE SALT RIVER PIMA MARICOPA INDIAN, COMMUNITY, 10005 E OSBORN RD, SCOTTSDALE, AZ 85256-4019.

I am the **CLAIMANT** and have knowledge of the facts of this claim. I make an affidavit of this claim in accordance with **ARS:33-993**.

Claimant has furnished professional services, labor, equipment, materials, fixtures, or tools in the construction, alteration, or repair to the buildings, structures or other improvements to the **SUBJECT REAL PROPERTY KNOWN AS:** STATE FARM AT PIMA CENTER I, BLDG B, 9105 E DEL CAMINO, SCOTTSDALE, AZ.

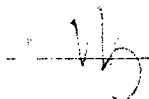
LEGAL DESCRIPTION: PLEASE SEE ATTACHED **EXHIBIT C. LIEN IS ON THE REAL PROPERTY INTEREST OF PC 101 INC., PIMA CENTER 101 LLC ONLY.**

Description of improvement, repair or alteration of property to be charged with lien:
LABOR & MATERIALS FOR DRYWALL AND METAL FRAMING WORK.

Amount of claim after deducting just offsets and credits, PLUS, if necessary, reasonable attorney fees, interest, costs of collection and costs of suit: **\$**7,183.00****

Claimant asserts that above improvements were done at the request of the owner, reputed owner, or one believed to be the lawful agent of the owner or reputed owner. Claimant's efforts for the improvements were done in accordance with **WRITTEN DOCUMENTATION** with the terms, times and conditions attached as **EXHIBIT A.**

A:1279 2261LNLR

 Claimant Initial

NOTICE & CLAIM OF MECHANIC'S, PROFESSIONAL SERVICES, MATERIALMAN'S LIEN

(Page Two)

The person who employed the claimant or to whom claimant furnished equipment, materials, fixtures or tools was:

OPUS WEST CONSTRUCTION CORPORATION, 2555 E CAMELBACK RD. #800, PHOENIX, AZ. 85016

The first date professional services, labor, equipment, materials, fixtures or tools were furnished to the improvement site: 1-08-09

Claimant's improvement, alteration or repair to the subject site was completed on: 2-19-09

PROJECT COMPLETION DATE: UNKNOWN

The preliminary Twenty-Day Notice was served on FEBRUARY 5, 2009, in accordance with ARS:33-992.01 & .02 with a copy and proof of service attached as **EXHIBIT B**.

CLAIMANT NOW DEMANDS A LIEN on Subject Real Property and the improvements thereon in the amount stated above. This lien is made in two or more copies with one copy filed in the **OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF MARICOPA** and serving others following recording upon the **OWNERS OR REPUTED OWNERS** via certified with return receipt mail.

For E & K OF PHOENIX INC. by:

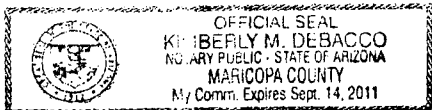
[Signature] Its President This Date: 5/25/09
(Claimant Signature) (Title)

STATE OF : ARIZONA
COUNTY OF: MARICOPA

Verification: On this date, before me, a Notary Public, personally appeared:

X Doug Stagermek

(Printed name of claimant)



who stated that he/she had read this document and knows of his/her own knowledge that the facts stated herein are true and correct except for those based upon what he/she believes to be true.

Date of Acknowledgement: 5/25/09

Signature of Notary Public: Kimberly M. DeBacco

EXHIBITS ATTACHED: A,B,C

12792261

20-DAY PRELIMINARY NOTICE INFORMATION/INSURANCE BROKER INFORMATION (Fax to Ins. Co.)
as of November 29, 2007

PROJECT: Name: State Farm Tenant Improvement at Pima Center I – Building B
Address: 9105 East Del Camino
Scottsdale, AZ 85258
Ref. Opus Job No. : 97335.23

OWNER: Name: PC-101, Inc. c/o Opus West Corporation
Address: 2555 East Camelback Road, Ste. 800
Phoenix, AZ 85016
Phone: (602) 468-7000

CONTRACTOR: Name: **OPUS WEST CONSTRUCTION CORPORATION**
Address: 2555 E. Camelback Road, Suite 800
Phoenix, AZ 85016
Phone: (602) 468-7000 / FAX: (602) 468-7010

Contacts: Senior Project Manager:	Scott Johnson	(602) 468-7076
Project Superintendent:	TBD	
Administrative Assistant:	Carla Jo Clary	(602) 468-7094
Project Accountant: (all invoicing & insurance):	Effie Anderson	(602) 468-7077

FOR PRELIMINARY USE ONLY

LENDER: Name: Bank of America, N.A.
Address: 201 East Washington Street, 22nd Floor
Phoenix, AZ 85004
Contact: Nancy A. Alonzo

EXHIBIT C

FOR PRELIMINARY USE ONLY

LEGAL DESCRIPTION:

A PORTION OF SECTION 31, TOWNSHIP 3 NORTH, RANGE 5 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A GLO CAP AT THE NORTH QUARTER CORNER OF SAID SECTION 31; THENCE S00°01'13"E (AN ASSUMED BEARING), ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 31, FOR A DISTANCE OF 2638.99 FEET TO A BRASS CAP AT THE CENTER OF SAID SECTION 31; THENCE N89°48'40"W, ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 31, FOR A DISTANCE OF 1700.85 FEET; THENCE S00°06'49"W FOR A DISTANCE OF 1686.33 FEET TO THE POINT OF BEGINNING;

THENCE S89°53'17"E FOR A DISTANCE OF 1400.78 FEET; THENCE S00°14'37"W FOR A DISTANCE OF 414.63 FEET, THENCE WEST FOR A DISTANCE OF 1051.75 FEET; THENCE S45°00'00"W FOR A DISTANCE OF 98.73 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, THE CENTER OF WHICH BEARS S47°42'21"W FOR A DISTANCE OF 350.00 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 3°10'06" FOR A DISTANCE OF 19.35 FEET; THENCE N45°27'45"W, TANGENT TO SAID CURVE, FOR A DISTANCE OF 223.98 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE NORTHEAST, THE CENTER OF WHICH BEARS N44°32'15"E FOR A DISTANCE OF 350.00 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 45°34'34" FOR A DISTANCE OF 278.41 FEET THENCE N00°06'49"E FOR A DISTANCE OF 65.97 FEET TO THE POINT OF BEGINNING.

AN AREA CONTAINING 12.9335 ACRES, MORE OR LESS.

S
X

OPUS

EXHIBIT A

State Farm T.I. @ Pima Center I - Bldg B / 97335.23

09510 /Acoustical Tile

Eliason & Knuth of Arizona, Inc. / Chad Washam

Contact Phone # 602-269-8566

Contact Fax # 602-269-9887

Payment Terms: Standard

SUBCONTRACT AGREEMENT (Labor and Materials)

This Subcontract Agreement ("Subcontract") is made as of this 15th day of December, 2008, by and between Opus West Construction Corporation ("Contractor"), with its office located at 2555 East Camelback Road - Suite 800, Phoenix, AZ 85016, and Eliason & Knuth of Arizona, Inc. ("Subcontractor") with its office located at 4010 N. 27th Avenue, Phoenix, AZ 85017.

Contractor and Subcontractor agree as follows:

1. Subcontract Documents. The term "Subcontract Documents" is defined in Paragraph 1 of the attached Rider "A".
2. Project. Contractor is providing design and construction-related services to Owner (defined below) in connection with the project generally described as State Farm T.I. @ Pima Center I - Bldg B ("Project"), located at 9105 East Del Camino, Scottsdale, AZ 85258 ("Project Site"), and consisting of the total work provided by Contractor under contract documents between Owner and Contractor.
3. Owner. The Owner of the Project is PC-101, Inc. ("Owner").
4. Architect/Engineer. The architect and engineers ("Architect/Engineer") of record for the Project are:

Architect:	McCarthy Nordburg, Ltd.
Electrical Engineer:	Electrical Designs, Inc.
Fire Protection Engineer:	Alliance Fire Protection Co.
Plumbing Engineer:	Kraemer Engineering, Inc.
5. Scope of Work. Subcontractor's scope of work for the Project is described in the attached Rider "A" and is defined therein as the Work.
6. Schedule. Time is of the essence. Accordingly, all time limits and requirements for completion set forth in the Subcontract Documents, including any intermediate milestones (collectively referred to in the Subcontract Documents as the "Schedule"), are of the essence of this Subcontract. Subcontractor shall begin its Work as soon as the Project is ready for the Work or within three (3) calendar days after being notified orally or in writing to proceed by Contractor. The Substantial Completion of the Work (defined in the General Conditions of Subcontract) shall be achieved as required by job progress, so as to allow the entire Project to be substantially completed on or before 03/13/2009. Subcontractor shall conform to all progress and schedule requirements of the Subcontract Documents and as directed by Contractor's project manager, and must achieve the milestones (if any) as described in the attached Rider "A".
7. Subcontract Sum. Contractor shall pay Subcontractor the sum of \$ 7,183.00 ("Subcontract Sum"). The Subcontract Sum includes freight and delivery charges and all applicable state and local taxes including sales and use tax, and if required by law, these taxes must be separately stated on any payment applications, invoices or similar documents delivered by Subcontractor to Contractor for completion of the Work in accordance with the terms and conditions of the Subcontract Documents. A breakdown of the components of the Subcontract Sum is set forth in the attached Rider "A".
8. Riders. The following Riders are attached to and made a part of this Subcontract:
 - 8.1 Rider A (Scope of Work)
 - 8.2 Rider B (Indemnification)
 - 8.3 Rider C (Insurance)

Contractor and Subcontractor sign as follows:

Approved by Contractor's project manager _____

Scott Johnson

CONTRACTOR

Opus West Construction Corporation

By: _____

James Godwin

(Print Name)

Senior Director of Construction

(Title)

(Date)

SUBCONTRACTOR

Eliason & Knuth of Arizona, Inc.

By: _____

David Stachmiller

(Print Name)

President

(Title)

(Date)

JOB #	5147	INT	W
SECTION #	2		
SUBSECTION ALPHA #	B		
CC.		ROUTE	

EXHIBIT A

State Farm T.I. @ Pima Center I - Bldg B / 97335.23

Acoustical Tile

RIDER A

This Rider A is attached to and made a part of the Subcontract between Opus West Construction Corporation and Eltison & Knuth of Arizona, Inc. dated 12/15/2008. All capitalized terms used, but not defined in this Rider "A" have the meaning ascribed to them in the Subcontract.

I. Work/Subcontract Documents.

Subcontractor shall furnish all necessary labor, materials, equipment, skills, services (including design and engineering, if applicable), supervision and appurtenances necessary to complete all Section Acoustical Tile work ("Work") for the Project, including but not limited to, strict compliance with the following documents (the "Subcontract Documents").

Drawings and Specifications

Description	Number	Last Revision
General Conditions of Subcontract - West, June 2005 Edition		06/01/2005
Supplemental General Conditions of Subcontract - West, June 2005 Edition		06/01/2005
SF - Special Conditions of Subcontract Agreement, Revised for the State Farm Tenant Improvement		10/31/2008
SF - Millwork Specifications	06400	12/15/2008
SF - Building Insulation Specifications	07200	12/15/2008
SF - Aluminum Frames Specifications	08122	12/15/2008
SF - Wood Door Specifications	08200	12/15/2008
SF - Door Hardware Specifications	08700	12/15/2008
SF - Gypsum Board Assemblies Specifications	09250	12/15/2008
SF - Ceramic Tile Specifications	09300	12/15/2008
SF - Acoustical Ceiling Specifications	09510	12/15/2008
SF - Resilient Flooring and Base Specifications	09650	12/15/2008
SF - Carpet Specifications	09680	12/15/2008
SF - Painting Specifications	09900	12/15/2008
SF - Window Treatment Specifications	12500	12/15/2008
SF - General Mechanical Requirements Specifications	15010	10/31/2008
SF - Supporting Mechanical Systems from Building Structure Specifications	15015	12/15/2008
SF - Fire Protection Specifications	15300	12/15/2008
SF - Plumbing Specifications	15400	12/15/2008
SF - Heating, Cooling and Air Ventilation Specifications	15500	12/15/2008
SF - Emergency Management System Specifications	15800	12/15/2008
SF - Electrical Specifications	16000	12/15/2008
Index Sheet	IA0.0	11/12/2008
Floor/Dimension Plan	IA2.0	11/12/2008
Reflected Ceiling Plan	IA3.0	11/12/2008
Furniture/Exit Plan	IA4.0	11/12/2008
Finish Plan	IA5.0	11/12/2008
Details	IA7.0	11/12/2008
Millwork Elevations	IA8.0	11/12/2008
Door Schedule	IA10.0	11/12/2008
Mechanical Floor Plan	IM1.0	11/12/2008

Mechanical Details	IM2.0	11/12/2008
Plumbing Floor Plan	IP1.0	11/12/2008
Lighting Plan, Power Plan	E1.0	10/28/2008
Lighting Plan, Power Plan	E2.0	10/28/2008
Fire Protection Plan	FP-1	11/10/2008

EXHIBIT A

Field Bulletins

Date	Number	Name
N/A		

Supplemental Design Documents

N/A

Other Documents

N/A

Subcontractor acknowledges that Contractor has made available to Subcontractor all of the Subcontract Documents, and Subcontractor shall be responsible for obtaining copies pertinent to its Work. Subcontractor represents that it has carefully examined the Subcontract Documents.

Modifications and Clarifications

This Subcontract includes, but is not limited to, the following items:

- 1 Subcontractor shall endorse its Commercial General Liability and Umbrella/Excess Liability policies to add Opus West Construction Corporation, Opus West Corporation, and PC-101, Inc. as "additional insureds".

This Subcontract excludes the following:

- 1 Gross receipts tax
- 2 Payment or performance bond
- 3 General building permit

2. Schedule. Subcontractor will achieve the following milestones (referred to as the "Schedule"):

N/A

Schedule Notes

1. In accordance with Construction Schedule dated 11/19/2008.
2. In accordance with Project completion date and Project Superintendent's two and three-week schedules.

3. Subcontract Sum Breakdown. The breakdown of the Subcontract Sum is as follows:Subcontract Recap

Sub-Job Number	Sub-Job Name	Name	Rate
97335.23	State Farm T.I. @ Pima Center I - Bldg B	Base Bid: Acoustical Tile	\$7,183.00
Total			\$ 7,183.00

Subcontract Sum Breakdown

Name	Account Code	Amount
Acoustical Ceilings - Subcontract	97335.23-F10-09510.00-S	\$7,183.00
Total		\$7,183.00

4. Unit Pricing.

If requested by Contractor, Subcontractor will provide additional units of work, as directed, at the unit prices set forth below. Unit prices will apply to all building construction and will include, without limitation, all material, labor, equipment, compensation, general conditions, benefits, overhead, clean-up, supervision, profit, parking, shop drawings, small tools and all sales, use and other applicable taxes. Unit prices do not include design. Unit prices will also apply to net quantity changes in the Work made pursuant to the Subcontract Documents.

The following unit prices shall be in effect until:

Unit Price List

N/A

5. Alternates:

If requested by Contractor, Subcontractor will promptly provide the alternate work set forth below for the stated amount. When requested by Contractor, the alternate work will become part of the Work defined in Paragraph 1 above.

Alternates

N/A

EXHIBIT A

The alternate prices shall be in effect until :

Alternates Notes

END OF RIDER A

EXHIBIT A

State Farm T.I. @ Pima Center I - Bldg B / 97335.23

Acoustical Tile

RIDER B

This Rider B is attached to and made a part of the Subcontract between Opus West Construction Corporation and Ellason & Knuth of Arizona, Inc. dated 12/15/2008. All capitalized terms used but not defined in this Rider B have the meaning ascribed to them in the Subcontract or the General Conditions of Subcontract, as applicable. To the extent of any conflict between the provisions of this Rider B and the provisions of any other Subcontract Document, this Rider B shall be controlling.

Section 1. Licensing.

Subcontractor represents and warrants that it and each of its Sub-subcontractors are and will remain duly and validly licensed to the full extent required under all applicable Laws for the performance by each such party of their respective portion of the Work under this Subcontract, and that each such party shall maintain such required license(s) in good standing throughout the full and complete performance of the Work by such party hereunder. Subcontractor will submit proof of such licensure to Contractor upon request.

Section 2. Change Orders.

Any "Change Order" shall be set forth in writing, on Contractor's form, signed by an authorized representative of Contractor, and shall be executed by Contractor prior to Subcontractor proceeding with the requested change in the Work under the applicable conditions of the Subcontract Documents.

Section 3. Pay When and If Paid.

At all times Subcontractor shall be paid only to the extent that Contractor has been paid by Owner for the Work performed by Subcontractor. Notwithstanding any other provision of this Subcontract, and notwithstanding any provisions between Contractor and Owner with respect to payment, the parties agree that payment by Owner to Contractor shall be an express condition precedent to Contractor's obligation to pay Subcontractor. The parties clearly and unambiguously agree that payment by Contractor to Subcontractor is expressly contingent upon Contractor receiving its funds from progress and final payments received from Owner. All payments to Subcontractor shall be made by the Contractor solely out of the progress and final payments funds actually received by the Contractor from the Owner, and from no other source whatsoever. Subcontractor acknowledges that it is sharing, to the extent of payments to be made to Subcontractor, in the risk that Owner may fail to make one or more payments to the Contractor for all or a portion of the Work.

Section 4. Title to Work.

Title to all Work, including materials, equipment, and systems, covered by an Application for Payment, whether incorporated in the Project or not, will pass to Contractor and Owner upon the earlier of (a) receipt of such payment (net of any retainage), or (b) incorporation of such Work into the Project.

Section 5. Indemnification

(a) Subject to Subsections (b) and (c) below, Subcontractor will defend, indemnify and hold harmless Contractor, Owner and Architect/Engineer, and their respective officers, directors, partners, members, agents, and employees (each, an "Indemnitee" and collectively, the "Indemnitees") from and against any and all claims, demands, obligations, actions, causes of action, damages, costs, losses, liabilities and expenses (including, without limitation, attorneys' fees and costs and other litigation, mediation, arbitration, or dispute resolution expenses), arising from or in any way connected with Subcontractor's performance or non-performance of this Subcontract (all of the foregoing being referred to as "Claims"). Any such defense of an Indemnitee will be provided by Subcontractor by legal counsel reasonably satisfactory to such Indemnitee. Subject to Subsections (b) and (c) below, Subcontractor's obligations to defend and indemnify (i) include (without limitation) all Claims, whether occurring before, during or after the performance of this Subcontract, which arise from or relate to the activities, products, actions or omissions of Subcontractor, its Sub-subcontractors, anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable (collectively, the "Subcontractor Parties"); (ii) shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Subcontractor or any Subcontractor Party under workers' or workman's compensation acts, disability acts, other employee benefits acts, or any insurance required to be carried by Subcontractor under the Subcontract Documents; and (iii) specifically and expressly include (without limitation) any Claims caused in part by the negligence (whether active or passive) or other misconduct of any Indemnitee. Subcontractor's failure to procure specific contractual liability and other types of insurance for the benefit of any Indemnitee, as required under the Subcontract Documents, will not render the foregoing provisions unenforceable under any applicable law.

(b) Notwithstanding the provisions of Subsection (a) above, Subcontractor is not obligated to indemnify an Indemnitee for a Claim which is ultimately determined, upon final adjudication, settlement or other resolution of the Claim ("Finally Determined"), to have been caused solely by the active negligence or willful misconduct of that Indemnitee; provided, however, that this exception does not limit or relieve Subcontractor's defense obligations prior to the Claim being so Finally Determined or Subcontractor's obligations to indemnify all other Indemnitees which are not Finally Determined to have participated in such negligence or misconduct.

(c) The parties intend that Subcontractor's indemnity and defense obligations under this Subcontract will be enforced to the fullest extent allowable under applicable law, and agree that if any of the provisions of this Section are, to any extent, held to be invalid, illegal or unenforceable for any reason, any remaining portion thereof and all other provisions of this Section will not be affected by such holding, but will remain valid and in force to the fullest extent permitted by law.

END OF RIDER B

EXHIBIT A

State Farm T.I. @ Pima Center I - Bldg B / 97335.23

Acoustical Tile

RIDER C

This Rider C is attached to and made a part of the Subcontract between Opus West Construction Corporation, and Eliason & Knuth of Arizona, Inc. dated 12/15/2008. All capitalized terms used but not defined in this Rider "C" have the meaning ascribed to them in the Subcontract or General Conditions of Subcontract, as applicable.

- I **Liability/Worker's Compensation Insurance.** Prior to commencing the Work, Subcontractor shall purchase and maintain during the progress of the Work and any periods of warranty and additional work performed by Subcontractor, insurance that will protect against claims for bodily injury, death, damage to property or other damages arising out of or in connection with the performance of the Work (including warranty and additional work) by Subcontractor, Sub-subcontractor or by anyone employed by any of them, or by anyone for whose acts any of them may be liable. Subcontractor's liability insurance may be maintained in a combination of primary and umbrella policies, and the cost of such insurance shall be included in the Subcontract Sum. Subcontractor's policies of insurance shall have the following minimum limits, coverage and requirements:

(a) Workers' Compensation

Statutory Limits

Employer's Liability, including "Stop Gap" coverage
and U.S. & H if applicable

\$1,000,000 each accident
\$1,000,000 disease-policy limit
\$1,000,000 disease-each employee

Commercial General Liability
(Electrical, HVAC, Plumbing, Fire Protection Sprinkler,
Steel Erection, Elevator, Excavating,
Roofing, Foundation and Curtain Wall Subcontractors)

\$5,000,000 each occurrence
\$5,000,000 products/completed operations aggregate
\$5,000,000 general aggregate minimum \$2,000,000
per project)

Commercial General Liability
(All Other Subcontractors)

\$2,000,000 each occurrence
\$2,000,000 products/completed operations aggregate
\$2,000,000 general aggregate (per project)

Commercial Automobile Liability

\$1,000,000 any one accident or loss

Professional Liability (to the extent required of Subcontractor
under the Subcontract Documents)

\$1,000,000 each claim
\$1,000,000 annual aggregate

- (b) The Commercial General Liability insurance required under Paragraph 1(a) will (i) be on ISO Form CG 00 01 or its equivalent, (ii) include coverage for products/completed operations, (iii) be maintained for a period of three (3) years after completion of the Work, (iv) specifically cover as "insured contracts" the Subcontractor's indemnity obligations as set forth in this Subcontract and other contractual indemnities assumed by the Subcontractor under the Subcontract Documents and (v) provide a \$2,000,000 minimum general aggregate limit of liability on a per project basis.

The Commercial Automobile Liability insurance required under Paragraph 1(a) will include coverage for all owned, hired and non-owned automobiles. Professional Liability, if applicable to the Subcontractor's Work, shall be maintained for a period of three (3) years after completion of the Work. Any retroactive date on such Professional Liability policy shall be prior to the commencement of any Work under this Subcontract.

- (c) Employer's Liability, Commercial General Liability and Automobile Liability insurance may be arranged under separate policies for the full minimum limits required, or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability policy.
- (d) The Subcontractor shall endorse its Commercial General Liability, Commercial Automobile Liability, and Umbrella/Excess Liability policies to add the Contractor and the Owner (and others as specifically required by the Subcontract Documents) as "additional insureds". Such insurance afforded to the Contractor and the Owner as "additional insureds" under the Subcontractor's policies will be primary insurance and not excess over, or contributing with, any insurance purchased or maintained by the Contractor or the Owner. The "additional insured" endorsement to Subcontractor's Commercial General Liability policy will be on ISO Form 20 10 07 04 and 20 37 07 04 or their equivalent and will include coverage for ongoing and completed operations.
- (e) All insurance policies required under Paragraph 1 or the Subcontract Documents will (i) be issued by insurance companies that have an A.M. Best rating of A- VII or better and (ii) contain a provision that coverage afforded thereunder shall not be cancelled or restrictive modifications added, without thirty (30) days prior written notice by certified mail to the Contractor. If Subcontractor fails to purchase and maintain the insurance coverage required herein, Contractor may, but shall not be obligated to, obtain such insurance and either charge all costs for such insurance to the Subcontractor or offset the costs of such insurance against amounts due Subcontractor under the Subcontract.
- (f) Certificates of Insurance will be filed with the Contractor prior to the start of the Subcontractor's Work on the Project Site. Such Certificates of Insurance will be in a form and substance acceptable to the Contractor and will provide satisfactory evidence that the Subcontractor has complied with all insurance requirements, including Contractor's, Owner's and any other required parties status as "additional insureds".
- (g) Contractor may exclude Subcontractor from the Project Site and withhold payments to Subcontractor until a properly executed certificate of insurance evidencing the insurance required herein is received by Contractor.
- (h) It is understood and agreed that the insurance coverages and limits required by this Subcontract shall not limit the extent of Subcontractor's responsibilities and liabilities specified within the Subcontract documents or under law.

EXHIBIT A

2 Contractor's Builder's Risk Insurance.

- 2.1 Unless otherwise provided in the Subcontract Documents, Contractor will cause builder's risk insurance to be purchased and maintained with a "causes of loss" or equivalent policy form covering work to be performed by Contractor (including those working for or under Contractor) at the Project Site to the full insurable value thereof, on a replacement cost basis and subject to reasonable deductibles. Covered "causes of loss" means risks of direct physical loss or damage to covered property unless specifically excluded or limited under the policy. This insurance will include the interests of Owner, Contractor, Subcontractor and Sub-subcontractors in respect to the work to be performed by Contractor at the Project, and shall insure against perils of fire (with extended coverage), theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, temporary falsework, shoring and forms and debris removal, and such other matters as are insured against in the form of the policy maintained by Contractor. Unless specifically provided in writing, such insurance will not include coverage for any property, structure(s) and contents (whether real or personal) owned by the Owner or third parties existing as of commencement of Contractor's work or otherwise. Contractor will carry earthquake and flood insurance if Contractor deems it appropriate.

To the extent of coverage afforded by builder's risk or any other property or equipment floater insurance applicable to the Work or the Project or equipment used in the performance of the Work or Project, regardless of whether such insurance is owned by or for the benefit of Subcontractor, Contractor or Owner or their respective subcontractors and agents, Contractor and Subcontractor agree to waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Owner and any of its contractors, subcontractors, agents and employees, whether under subrogation or otherwise, for loss or damage to the extent covered by such insurance, except such rights as they may have to the proceeds of such insurance. If policies of insurance referred to in this paragraph require an endorsement to provide for continued coverage where there is a waiver of subrogation, then the owners of such policies will cause them to be so endorsed. A waiver of subrogation shall be effective as to a party even though that party would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the party had an insurable interest in the property damaged.

If (i) the Project suffers an insurable loss, (ii) the loss is due in part to the negligence of Subcontractor and (iii) an insurance deductible amount (not to exceed \$10,000.00) is applied to the loss payable under builder's risk or other property insurance applicable to the Project, Subcontractor will be liable to Contractor for the deductible amount; however, Contractor may, in its discretion, apportion the deductible amount among other parties responsible for the loss. Subcontractor will promptly pay Contractor, upon demand, for any such deductible amount, and Contractor may offset the deductible amount against any amounts due Subcontractor under the Subcontract. Neither Contractor nor Owner represents that builder's risk or property insurance, if any, applicable to the Project or the Work is adequate to protect the interests of Subcontractor. It is Subcontractor's obligation to determine whether it should purchase and maintain supplementary property insurance to protect its interests in the Work.

- 2.2 Any insured loss is to be adjusted by Owner and Contractor and made payable to Contractor, as trustee, or to Owner and Contractor, as joint trustees for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage or loss payable clause.
- 2.3 Subcontractor hereby releases and agrees to defend and indemnify Contractor and Owner from all claims for loss or damage to or loss of use of Subcontractor's property in or about the Project Site and shall purchase such insurance in respect thereto as Subcontractor deems appropriate. Subcontractor shall require a similar release and indemnity by Sub-subcontractors.

END OF RIDER C

OPUS**SUBCONTRACTOR APPLICATION FOR PAYMENT**

5447

Name: State Farm T.I. @ Pima Center I-B Project Number: 97335.23
 Contractor: Eliason & Knuth of Arizona, Inc. Date of Application: 01/23/09
 Identifier #: 1007075
 Address: 4010 N. 27th Avenue Application Number: ONE
 Phoenix, AZ 85017 Period From: 01/01/09 Period To: 01/15/09
 Phone: 602-269-8566
 Office Address: Opus West Construction Corporation
 Attn: Accounts Payable
 2555 East Camelback Road #800
 Phoenix, AZ 85016

TRACT INFORMATION

ITEM	SALES TAX \$(if applicable)	TOTAL (\$)
FINAL CONTRACT AMOUNT		\$7,183.00
\$ APPROVED CHANGE ORDER # 1 thru #		
CONTRACT AMOUNT TO DATE TOTAL		\$7,183.00

LOCATION INFORMATION

Total Completed & Stored to Date \$ 5924.50
 Less Retainage 10 % \$ 592.45
 Total Earned less Retainage (A - B) \$ 5,333.85
 Less Previous Billings (previous req's line C) \$ 0
 Current Payment Due (C - D) \$ 5,333.85
 Balance to Finish, Plus Retainage (H - A + B) \$ 1849.15
 Current Gross Amount Completed This Period \$ 5924.50

SUBCONTRACTOR:

Eliason & Knuth of Arizona, Inc.

Supplier #: 1007075

BY:

Dem DeBorco

DATE:

01/23/09

LOCATION BREAKDOWN

SECTION MUST BE COMPLETED IN ORDER FOR THIS PAYMENT TO BE PROCESSED BY OPUS

Account Code	Description	Current Contract Amount	Work Completed		Total Work Complete	Percent Complete	Retainage This Application	Net Payment
			From Previous Application	This Period				
23-F10-09510.00-S	Acoustical Ceilings - Subcontract	\$7,183.00	0	5924.50	5924.50	82%	592.45	5333.85
	Total	\$7,183.00						
		H	I	G	A	J	K	E

Prepared By: _____ Accounting Date _____ Approved By: _____ Project Manager Date _____

DEDICATED AREA FOR OPUS ACCOUNTING USE ONLY

Vendor ID	Vendor Name	Date	GL Entry
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SUBCONTRACTOR APPLICATION FOR PAYMENT

Project Name: State Farm T.I. @ Pima Center I-B
 Contractor: Eliason & Knuth of Arizona, Inc.
 Supplier #: 1007075
 Address: 4010 N. 27th Avenue
 Phoenix, AZ 85017
 Phone: 602-269-8566
 Remittance Address: Opus West Construction Corporation.
 Attn: Accounts Payable
 2555 East Camelback Road #800
 Phoenix, AZ 85016

Project Number: 97335.23
 Date of Application: 02/25/09
 Application Number: TWO
 Period From: 02/01 Period To: 02/28/09

EXHIBIT A

CONTRACT INFORMATION

ITEM	SALES TAX \$(if applicable)	TOTAL (\$)
ORIGINAL CONTRACT AMOUNT		\$7,183.00
OPUS APPROVED CHANGE ORDER # 1 thru #		
CONTRACT AMOUNT TO DATE TOTAL		\$7,183.00

APPLICATION INFORMATION

Total Completed & Stored to Date \$ 7183.00
 Less Retainage 10 % \$ <718.30>
 Total Earned less Retainage (A - B) \$ 6464.70
 Less Previous Billings (previous req's line C) \$ <5,333.85>
 Current Payment Due (C - D) \$ 1,130.85
 Balance to Finish, Plus Retainage (H - A + B) \$ 718.30
 Current Gross Amount Completed This Period \$ 1256.50

SUBCONTRACTOR:

Eliason & Knuth of Arizona, Inc.

Supplier #: 1007075

BY:

Sum DeBacco

DATE:

02/25/09

APPLICATION BREAKDOWN

THIS SECTION MUST BE COMPLETED IN ORDER FOR THIS PAYMENT TO BE PROCESSED BY OPUS

Account Code	Description	Current Contract Amount	Work Completed		Total Work Complete	Percent Complete	Retainage This Application	Net Payment
			From Previous Application	This Period				
7335.23-F10-09510.00-S	Acoustical Ceilings - Subcontract	\$7,183.00	5926.50	1256.50	7183	100	125.65	1130.85
	Total	\$7,183.00	5926.50	1256.50	7183	100	125.65	1130.85
		H	I	G	A	J	K	E

Entered By:

Approved By:

Accounting

Date

Project Manager

Date

SHADED AREA FOR OPUS ACCOUNTING USE ONLY

Vendor ID	Vendor	Contract	Date	GL
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SUBCONTRACTOR APPLICATION FOR PAYMENT

Project Name: State Farm T.I. @ Pima Center I-B
 Subcontractor: Eliason & Knuth of Arizona, Inc.
 Supplier #: 1007075
 Address: 4010 N. 27th Avenue
 Phoenix, AZ 85017
 Phone: 602-269-8566
 Remittance Address: Opus West Construction Corporation
 Attn: Accounts Payable
 2555 East Camelback Road #800
 Phoenix, AZ 85016

Project Number: 97335.23
 Date of Application: 02/25/09
 Application Number: Threc - Retention
 Period From: 02/01 Period To: 02/28/09

EXHIBIT A

CONTRACT INFORMATION

ITEM	SALES TAX \$(if applicable)	TOTAL (\$)
ORIGINAL CONTRACT AMOUNT		\$7,183.00
OPUS APPROVED CHANGE ORDER # 1 thru #		
CONTRACT AMOUNT TO DATE TOTAL		\$7,183.00

APPLICATION INFORMATION

A Total Completed & Stored to Date \$ 7183.00
 B Less Retainage 10 % \$ 0
 C Total Earned less Retainage (A - B) \$ 718.30
 D Less Previous Billings (previous req's line C) \$ 6464.70
 E Current Payment Due (C - D) \$ 718.30
 F Balance to Finish, Plus Retainage (H - A + B) \$ 0
 G Current Gross Amount Completed This Period \$ 718.30

SUBCONTRACTOR:

Eliason & Knuth of Arizona, Inc.

Supplier #: 1007075

BY:

Karm DeBacco

DATE:

02/25/09

APPLICATION BREAKDOWN

THIS SECTION MUST BE COMPLETED IN ORDER FOR THIS PAYMENT TO BE PROCESSED BY OPUS

Account Code	Description	Current Contract Amount	Work Completed		Total Work Complete	Percent Complete	Retainage This Application	Net Payment
			From Previous Application	This Period				
97335.23-F10-09510.00-S	Acoustical Ceilings - Subcontract	\$7,183.00	6464.70	718.30	7183.	100	0	718.30
	Total	\$7,183.00	6464.70	718.30	7183	100	0	718.30
		H	I	G	A	J	K	E

Entered By: _____ Accounting Date _____ Approved By: _____ Project Manager Date _____

SHADED AREA FOR OPUS ACCOUNTING USE ONLY

Vendor ID	Vendor Inv. #	Date	G/L Exp

20090496522

2261

ARIZONA PRELIMINARY TWENTY DAY NOTICE
IN ACCORDANCE WITH ARIZONA REVISED STATUTES SECTION 33-992.01,
THIS IS NOT A LIEN AND THIS IS NOT A REFLECTION ON THE INTEGRITY OF ANY CONTRACTOR OR SUBCONTRACTOR.

PROPERTY OWNERSHIP IS CERTAIN
ALLOTTED MEMBERS OF THE:
SALT RIVER PIMA MARICOPA INDIAN
COMMUNITY, ENGINEERING AND
CONSTRUCTION DEPARTMENT
10005 E OSBORN RD.

YOU ARE HEREBY NOTIFIED THAT THE CLAIMANT:

12792261

E & K OF PHOENIX INC
4010 N 27TH AVENUE
PHOENIX, AZ 85017
602-269-8566

A. Construction Lender or Reputed Construction Lender and/or Assigns or Bonding Entity:

BANK OF AMERICA N A
ATTN: NANCY ALONZO
MAIL CODE: AZ1-200-22-17
201 E WASHINGTON ST 22ND FLOOR
PHOENIX, AZ 85004

has furnished or will furnish labor, professional services, materials,
machinery, fixtures or tools of the following general description:

LABOR & MATERIALS FOR DRYWALL
AND METAL FRAMING WORK
In the construction, alteration or repair of the building, structure
or improvement located at:
STATE FARM AT PIMA CENTER I, BLDG B
9105 E DEL CAMINO
SCOTTSDALE, AZ

NOTICE TO PROPERTY OWNER

Information concerning the legal description of the jobsite:

If bills are not paid in full for the labor, professional services, materials,
machinery, fixtures or tools furnished, or to be furnished, a mechanic's lien leading
to the loss, through court foreclosure proceedings, of all or part of your property
being improved may be placed against the property. You may wish to protect yourself
against this consequence by either:

1. Requiring your contractor to furnish a conditional waiver and release
pursuant to Arizona Revised Statutes section 33-1008, subsection D, paragraphs 1
and 3 signed by the person or firm giving you this notice before you make payment
to your contractor.
2. Requiring your contractor to furnish an unconditional waiver and release
pursuant to Arizona Revised Statutes section 33-1008, subsection D, paragraphs 2
and 4 signed by the person or firm giving you this notice after you make payment to
your contractor.
3. Using any other method or device that is appropriate under the circumstances.

PLEASE SEE ENCLOSED SHEET. THANK YOU

EXHIBIT B

B. Owner or Reputed Owner or Public Agency or Tenant:

P C 101 INC
% OPUS WEST CORPORATION
2555 E CAMELBACK RD # 800
PHOENIX, AZ 85016
602-468-7000

The above information needs verification if a lien is filed.

The name and address of the person or firm who's contracted with
above claimant:

OPUS WEST CONSTRUCTION CORPORATION
2555 E CAMELBACK RD #800
PHOENIX, AZ 85016
602-468-7000

ADDITIONAL NOTICE TO PROPERTY OWNER AND ALL INTERESTED PARTIES

Within ten days of the receipt of this preliminary twenty day notice the owner
or other interested party is required to furnish all information necessary to correct any
inaccuracies in the notice pursuant to Arizona Revised Statutes section 33-992.01,
subsection I or lose as a defense any inaccuracy of that information.

Within ten days of the receipt of this preliminary twenty day notice if any
payment bond has been recorded in compliance with Arizona Revised Statutes
section 33-1003, the owner must provide a copy of the payment bond including the
name and address of the surety company and bonding agent providing the payment
bond to the person who has given the preliminary twenty notice. In the event that
the owner or other interested party fails to provide the bond information within that
ten day period, the claimant shall retain lien rights to the extent precluded or
prejudiced from asserting a claim against the bond as a result of not timely receiving
the bond information.

REFER TO OPUS JOB # 97335.23

Estimate of total price of labor, professional services, materials,
machinery, fixtures or tools furnished or to be furnished is:

\$*****8,620.00**

Plus, if necessary, reasonable attorney fees, costs of collection,
and costs of suit.

C. Original, General or Reputed Contractor:

OPUS WEST CONSTRUCTION CORPORATION
2555 E CAMELBACK RD #800
PHOENIX, AZ 85016
602-468-7000

X SIGNATURE AND TITLE ON FILE

(signature) (title)
for E & K OF PHOENIX INC
DATED AND
MAILED THE 05TH DAY OF FEB, 2009
Prepared and sent by:

JOYCE'S SERVICES CORPORATION
P.O. BOX 27388, TEMPE, ARIZONA 85285-7388
(480) 820-3343 FAX (480) 820-5862

E & K
12792261
COFM
02-04-09

Upon receipt of this notice please detach and sign
this Acknowledgement and return same to:

If there is any incorrect information contained in this
notice, please notify Joyce's Services Corporation.

JOYCE'S SERVICES CORPORATION
P.O. BOX 27388, TEMPE, ARIZONA 85285-7388
(480) 820-3343

ACKNOWLEDGEMENT OF RECEIPT OF PRELIMINARY TWENTY DAY NOTICE
ARIZONA REVISED STATUTES 33-992.02

This acknowledges receipt on _____ of a copy of this preliminary twenty day notice at _____
(date)

(address where notice received)

Date:

(Date this acknowledgement is executed)

(Signature of person acknowledging receipt, with title if acknowledgement is made on behalf of another person)

(address or description of jobsite)

**AFFIDAVIT AND PROOF OF SERVICE
ARIZONA PRELIMINARY TWENTY-DAY NOTICE**

Pursuant to A.R.S. §33-992.02, EDITH JOYCE FUNK, for Joyce's Services Corporation, being first duly sworn deposes and says that:

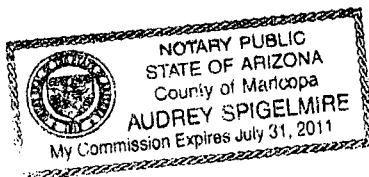
1. I have personal knowledge of the facts herein set forth.
2. Service of the Arizona Preliminary Twenty-Day Notice sent for E & K ON PHOENIX INC was made on the addressees listed using first class mail using CERTIFICATE OF MAILING on FEBRUARY 5, 2009. Proof of Service is this affidavit.

Edith Joyce Funk

Signature of Affiant

STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

This instrument was subscribed and sworn to before me on MAY 29, 2009, by EDITH JOYCE FUNK, for Joyce's Services Corporation.



Audrey Spigelmire

Audrey Spigelmire
Notary Public

My commission expires: 7-31-2011

1279 2261

OPUS WEST CONSTRUCTION CORPORATION
SALT RIVER PIMA MARICOPA INDIAN COMMUNITY
BANK OF AMERICA
PC 101 INC

JOYCE'S SERVICES CORPORATION
 P O BOX 27388
 TEMPE, ARIZONA 85285-7388
 (480) 820-3343

CERTIFICATE OF MAILING FOR 02.05.09 FOR STATUS: CL OR NC - PAGE: 9

 TOTAL NUMBER OF PIECES TOTAL NUMBER OF PIECES POSTMASTER, PER (NAME OF
 LIST BY SENDER RECEIVED AT POST OFFICE RECEIVING EMPLOYEE)

FEES 69 23.30

6587

26.00

12792261	BANK OF AMERICA N A	.42	0.40 0.00
E & K	ATTN:NANCY ALONZO		
LENDER NP	MAIL CODE:AZ1-200-22-17		
	201 E WASHINGTON ST 22ND FLOOR		
	PHOENIX, AZ 85004		
12792261	P C 101 INC	.42	0.40 0.00
E & K	% OPUS WEST CORPORATION		
OWNER NP	2555 E CAMELBACK RD # 800		
	PHOENIX, AZ 85016		
12792261	OPUS WEST CONSTRUCTION CORPORATION	.42	0.40 0.00
E & K	2555 E CAMELBACK RD #800		
GENERAL NP	PHOENIX, AZ 85016		
12792261	SALT RIVER PIMA MARICOPA INDIAN	.42	0.40 0.00
E & K	COMMUNITY, ENGINEERING AND		
MSG1 NP	CONSTRUCTION DEPARTMENT		
	10005 E OSBORN RD.		
	SCOTTSDALE, AZ 85256		

EXHIBIT

Mutual of Omaha
Balance Due
\$8556.10

5254.

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
20090502092 06/03/2009 11:32
ELECTRONIC RECORDING

When recorded, return to
MARICOPA COUNTY
RECORDER -
SOUTHEAST OFFICE
basket of:
JOYCE'S SERVICES CORP

12792244-18-1-1--
mcdevitttr

reserved for recording information

JOYCE'S SERVICES CORPORATION AZCLDP #81092
EDITH (JOYCE) FUNK AZCLDP #81047

DOCUMENT TYPE:

NOTICE & CLAIM OF MECHANIC'S, PROFESSIONAL SERVICES, MATERIALMAN'S LIEN
in accordance with ARS 33-993.

CLAIMANT: E & K OF PHOENIX INC., 4010 N 27TH AVENUE, PHOENIX, AZ. 85017

REAL PROPERTY OWNER OR REPUTED OWNER: PC 101 INC %OPUS WEST CORPORATION, 2555 E CAMELBACK RD #800, PHOENIX, AZ 85016, PC 101 INC / PIMA CENTER 101 LLC %OPUS WEST CORPORATION, 2555 E CAMELBACK RD #800, PHOENIX, AZ 85016; AND PROPERTY OWNERSHIP: CERTAIN ALLOTTED MEMBERS OF THE SALT RIVER PIMA MARICOPA INDIAN COMMUNITY, 10005 E OSBORN RD, SCOTTSDALE, AZ 85256-4019.

I am the **CLAIMANT** and have knowledge of the facts of this claim. I make an affidavit of this claim in accordance with **ARS:33-993**.

Claimant has furnished professional services, labor, equipment, materials, fixtures, or tools in the construction, alteration, or repair to the buildings, structures or other improvements to the **SUBJECT REAL PROPERTY KNOWN AS: MUTUAL OF OMAHA BANK TI AT PIMA CENTER V(III), 9200 E PIMA CENTER PKWY BLDG A, SCOTTSDALE AZ.**

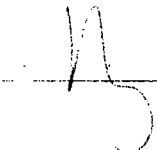
LEGAL DESCRIPTION: PLEASE SEE ATTACHED EXHIBIT C. LIEN IS ON THE REAL PROPERTY INTEREST OF PC 101 INC., PIMA CENTER 101 LLC ONLY.

Description of improvement, repair or alteration of property to be charged with lien:
LABOR & MATERIALS FOR DRYWALL & METAL FRAMING WORK.

Amount of claim after deducting just offsets and credits, PLUS, if necessary, reasonable attorney fees, interest, costs of collection and costs of suit: **\$**8,558.10****

Claimant asserts that above improvements were done at the request of the owner, reputed owner, or one believed to be the lawful agent of the owner or reputed owner. Claimant's efforts for the improvements were done in accordance with **WRITTEN DOCUMENTATION** with the terms, times and conditions attached as **EXHIBIT A.**

A:1279 2244LNLR

 Claimant Initial

NOTICE & CLAIM OF MECHANIC'S, PROFESSIONAL SERVICES, MATERIALMAN'S LIEN
(Page Two)

The person who employed the claimant or to whom claimant furnished equipment, materials, fixtures or tools was:

OPUS WEST CONSTRUCTION CORPORATION, 2555 E CAMELBACK RD #800, PHOENIX, AZ. 85016

The first date professional services, labor, equipment, materials, fixtures or tools were furnished to the improvement site: 11-20-08

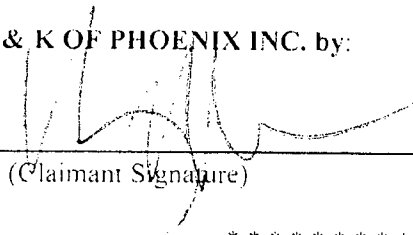
Claimant's improvement, alteration or repair to the subject site was completed on: 1-14-09

PROJECT COMPLETION DATE: UNKNOWN

The preliminary Twenty-Day Notice was served on DECEMBER 18, 2008, in accordance with ARS:33-992.01 & .02 with a copy and proof of service attached as **EXHIBIT B**.

CLAIMANT NOW DEMANDS A LIEN on Subject Real Property and the improvements thereon in the amount stated above. This lien is made in two or more copies with one copy filed in the **OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF MARICOPA** and serving others following recording upon the **OWNERS OR REPUTED OWNERS** via certified with return receipt mail.

For E & K OF PHOENIX INC. by:


 _____ Its President This Date: 1-25-09
 (Claimant Signature) (Title)

STATE OF : ARIZONA
COUNTY OF: MARICOPA

Verification: On this date, before me, a Notary Public,
personally appeared:

Doug Stegenmiller

(Printed name of claimant)

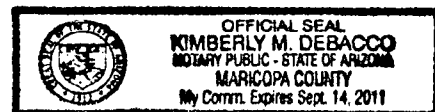
who stated that he/she had read this document and knows
of his/her own knowledge that the facts stated herein are
true and correct except for those based upon what he/she
believes to be true.

Date of Acknowledgement: 1-25-09

Signature of Notary Public: Kimberly M. DeBacco

EXHIBITS ATTACHED: A,B,C

1279 2244



20-DAY PRELIMINARY NOTICE INFORMATION/INSURANCE BROKER INFORMATION (Fax to Ins. Co.)
as of May 11, 2009

PROJECT: Name: Mutual of Omaha Tenant Improvement @ Pima Center V (III) – Building A
Address: 9200 East Pima Center Parkway
Scottsdale, AZ 85258
Ref. Opus Job No. : 97352.25

OWNER: Name: PC-101 Inc. c/o Opus West Corporation
Address: 2555 East Camelback Rd #800
Phoenix, AZ 85016-9267
Phone: 602.468.7000

CONTRACTOR: Name: **OPUS WEST CONSTRUCTION CORPORATION**
Address: 2555 E. Camelback Road, Suite 800
Phoenix, AZ 85016
Phone: (602) 468-7000 / FAX: (602) 468-7010

Contacts: Project Manager:	Vincent Genetti	602.468.7035
Project Superintendent:	Scott Stiles	602.763.5921
Administrative Assistant:	Carla Jo Clary	602.468.7094
Project Accountant:	Chantel Miller	602.224.3004

FOR PRELIMINARY USE ONLY

LENDER: Name: Bank of America N/A
Address: 201 East Washington Street, 22nd Floor
Mail Code: AZ1-200-22-17
Phoenix, AZ 85004
Phone:
Contact: Attn: Ms. Nancy A. Alonzo, Sr. Relationship Administrator

FOR PRELIMINARY USE ONLY

LEGAL DESCRIPTION

PIMA CENTER V (III) – BUILDING A
9200 EAST PIMA CENTER PARKWAY, SCOTTSDALE, AZ 85258

EXHIBIT C

A PORTION OF SECTION 31, TOWNSHIP 3 NORTH, RANGE 5 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A GLO CAP AT THE NORTH QUARTER CORNER OF SAID SECTION 31; THENCE S00°01'13"E (AN ASSUMED BEARING), ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 31, FOR A DISTANCE OF 2638.99 FEET TO A BRASS CAP AT THE CENTER OF SAID SECTION 31; THENCE N89°48'40"W, ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 31, FOR A DISTANCE OF 467.04 FEET; THENCE S00°11'20"W FOR A DISTANCE OF 595.54 FEET TO THE POINT OF BEGINNING;

THENCE N45°12'21"E FOR A DISTANCE OF 758.47 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE PIMA FREEWAY AND A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, THE CENTER OF WHICH BEARS S41°42'26"W FOR A DISTANCE OF 2291.83 FEET; THEN SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 16°23'28" FOR A DISTANCE OF 655.64 FEET; THENCE S58°01'55"W, NOT TANGENT TO SAID CURVE, FOR A DISTANCE OF 755.18 FEET; THENCE N41°04'56"W FOR A DISTANCE OF 484.58 FEET TO THE POINT OF THE BEGINNING.

20090502092

EXHIBIT A



Mutual of Omaha T.I. @ Pima Center V (III) - A / 97352.25

09510 /Acoustical Ceilings

Eliason & Knuth of Arizona, Inc. / Kimberly DeBacco

Contact Phone # 602.269.8566

Contact Fax # 602.269.9887

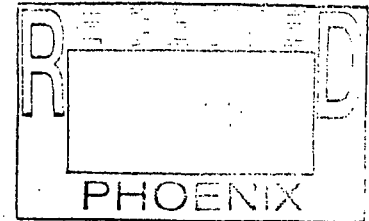
Payment Terms: Standard

SUBCONTRACT AGREEMENT (Labor and Materials)

This Subcontract Agreement ("Subcontract") is made as of this 20th day of November, 2008, by and between OPUS West Construction Corporation ("Contractor"), with its office located at 2555 East Camelback Road, Suite 800, Phoenix, AZ 85016, and Eliason & Knuth of Arizona, Inc. ("Subcontractor") with its office located at 3875 N. 28th Avenue, Phoenix, AZ 85017.

Contractor and Subcontractor agree as follows:

1. Subcontract Documents. The term "Subcontract Documents" is defined in Paragraph 1 of the attached Rider "A".
2. Project. Contractor is providing design and construction related services to Owner (defined below) in connection with the project generally described as Mutual of Omaha T.I. @ Pima Center V (III) - A ("Project"), located at 9200 E. Pima Center Parkway, Scottsdale, AZ 85258 ("Project Site"), and consisting of the total work provided by Contractor under contract documents between Owner and Contractor.
3. Owner. The Owner of the Project is PC-101, Inc. ("Owner").
4. Architect/Engineer. The architect and engineers ("Architect/Engineer") of record for the Project are:
 Architect of Record: McCarthy Nordburg, Ltd.
 Electrical Engineer: Electrical Designs, Inc.
 Mechanical Engineer: Professional Consulting Engineers, Inc.
 Plumbing Engineer: Kraemer Engineering, Inc.
5. Scope of Work. Subcontractor's scope of work for the Project is described in the attached Rider "A" and is defined therein as the Work.
6. Schedule. Time is of the essence. Accordingly, all time limits and requirements for completion set forth in the Subcontract Documents, including any intermediate milestones (collectively referred to in the Subcontract Documents as the "Schedule"), are of the essence of this Subcontract. Subcontractor shall begin its Work as soon as the Project is ready for the Work or within three (3) calendar days after being notified orally or in writing to proceed by Contractor. The Substantial Completion of the Work (defined in the General Conditions of Subcontract) shall be achieved as required by job progress, so as to allow the entire Project to be substantially completed on or before 01/14/2009. Subcontractor shall conform to all progress and schedule requirements of the Subcontract Documents and as directed by Contractor's project manager, and must achieve the milestones (if any) as described in the attached Rider "A".
7. Subcontract Sum. Contractor shall pay Subcontractor the sum of \$ 53,921.00 ("Subcontract Sum"). The Subcontract Sum includes freight and delivery charges and all applicable state and local taxes including sales and use tax, and if required by law, these taxes must be separately stated on any payment applications, invoices or similar documents delivered by Subcontractor to Contractor for completion of the Work in accordance with the terms and conditions of the Subcontract Documents. A breakdown of the components of the Subcontract Sum is set forth in the attached Rider "A".
8. Riders. The following Riders are attached to and made a part of this Subcontract:
 8.1 Rider A (Scope of Work)
 8.2 Rider B (Indemnification)
 8.3 Rider C (Insurance)



Contractor and Subcontractor sign as follows:

Approved by Contractor's project manager Vincent Genetti 02DEC08
 Vincent Genetti

CONTRACTOR

Opus West Construction Corporation

By: James Godwin

James Godwin

(Print Name)

Senior Director of Construction

(Title)

(Date)

12-3-08

SUBCONTRACTOR

Eliason & Knuth of Arizona, Inc.

By: Doug Steinhilber

(Print Name)

President

(Title)

(Date)

11-21-08

JOB #	3054
SECTION #	11
SUBSECTION ALPHA #	2B
CC.	
ROUTE	

Mutual of Omaha T.I. @ Pima Center V (III) - A / 97352.25
Acoustical Ceilings

RIDER A

This Rider A is attached to and made a part of the Subcontract between OPLUS West Construction Corporation and Elason & Knuth of Arizona, Inc. dated 11/20/2008. All capitalized terms used, but not defined in this Rider "A" have the meaning ascribed to them in the Subcontract.

1. Work/Subcontract Documents.

Subcontractor shall furnish all necessary labor, materials, equipment, skills, services (including design and engineering, if applicable), supervision and appurtenances necessary to complete all Section Acoustical Ceilings work ("Work") for the Project, including but not limited to, strict compliance with the following documents (the "Subcontract Documents"):

Drawings and Specifications

Description	Number	Last Revision
General Conditions of Subcontract - June 2005 Edition		06-01-2005
Supplemental General Conditions of Subcontract - West, June 2005 Edition		06-01-2005
MO - Special Conditions of Subcontract - West, June 2005 Edition, Revised for the Mutual of Omaha Tenant Improvement		10-24-2008
MO - Final Clean Specifications	01743	11-13-2008
MO - Architectural Millwork Specifications	06400	11-13-2008
MO - Building Insulation Specifications	07200	11-05-2008
MO - Aluminum Frames Specifications	08122	11-13-2008
MO - Wood Doors Specifications	08200	11-13-2008
MO - Aluminum Framing and Glazing Specifications	08400	11-13-2008
MO - Door Hardware Specifications	08700	11-13-2008
MO - Gypsum Board Assemblies Specifications	09250	11-05-2008
MO - Ceramic and Stone Tile Specifications	09300	11-13-2008
MO - Acoustical Ceiling Specifications	09510	11-13-2008
MO - Resilient Flooring and Base Specifications	09650	11-13-2008
MO - Carpet Specifications	09680	11-13-2008
MO - Painting Specifications	09900	11-05-2008
MO - Window Treatment Specifications	12500	11-13-2008
MO - General Mechanical Requirements Specifications	15010	10-24-2008
MO - Supporting Mechanical Systems from Building Structure Specifications	15015	10-24-2008
MO - Fire Protection Specifications	15300	10-24-2008
MO - Plumbing Specifications	15400	10-24-2008
MO - Heating, Ventilation, and Air Conditioning Specifications	15500	10-24-2008
MO - Energy Management System Specifications	15800	10-24-2008
MO - Electrical Specifications	16000	10-24-2008
Index Sheet	IA0 0	10-31-2008
First Floor, Floor Plan	IA2.1	10-31-2008
Second Floor, Floor Plan	IA2.2	10-31-2008
First Floor Dimension Plan	IA2.3	10-31-2008
Second Floor Dimension Plan	IA2.4	10-31-2008
First Floor Exit Plan	IA2.5	10-31-2008
Second Floor Exit Plan	IA2.6	10-31-2008

First Floor Ceiling Plan	IA3.1	10/31/2008
Second Floor Ceiling Plan	IA3.2	10/31/2008
First Floor Furniture Plan	IA4.1	10/31/2008
Second Floor Furniture Plan	IA4.2	10/31/2008
First Floor Finish Plan	IA5.1	10/31/2008
Second Floor Finish Plan	IA5.2	10/31/2008
Reception Desk & Teller Line Details	IA6.0	10/31/2008
Details	IA7.0	10/31/2008
Details	IA7.1	10/31/2008
Elevations & Sections	IA8.0	10/31/2008
Door Schedule	IA10.0	10/31/2008
Mechanical Schedules and Details	M0.1	10/31/2008
Mechanical First Floor Plan	M2.1	10/31/2008
Mechanical Second Floor Plan	M2.2	10/31/2008
Mechanical Control Systems	M4.1	10/31/2008
First Floor Plumbing Plan	P201	10/24/2008
Second Floor Plumbing Plan	P202	10/24/2008
Plumbing Details & Specifications	P301	10/24/2008
First Floor Lighting Plan	E1.1	10/31/2008
Second Floor Lighting Plan	E1.2	10/31/2008
First Floor Power Plan	E2.1	10/31/2008
Second Floor Power Plan	E2.2	10/31/2008
First Floor Mechanical Power Plan	E3.1	10/31/2008
Second Floor Mechanical Power Plan	E3.2	10/31/2008
Single-Line Diagram	E4.1	10/31/2008
Panel Schedules	E4.2	10/31/2008
First Floor Fire Protection Piping Plan	FP1 of 2	10/31/2008
Second Floor Fire Protection Piping Plan	FP2 of 2	10/31/2008

Field Bulletins

Date	Number	Name
N/A		

Supplemental Design Documents

N/A

Other Documents

N/A

Subcontractor acknowledges that Contractor has made available to Subcontractor all of the Subcontract Documents, and Subcontractor shall be responsible for obtaining copies pertinent to its Work. Subcontractor represents that it has carefully examined the Subcontract Documents.

Modifications and Clarifications

This Subcontract includes, but is not limited to, the following items:

- 1 Subcontractor shall use Salt River Pima Maricopa Indian Community suppliers and laborers whenever possible.
- 2 Subcontractor shall include all costs to complete the Project per the Mutual of Omaha T.I. Construction Schedule dated October 27, 2008, including material expediting, overtime wages, holiday wages, and non-standard work hour premiums.
- 3 Subcontractor shall endorse its Commercial General Liability and Umbrella/Excess Liability policies to add Opus West Construction Corporation, Opus West Corporation, and PC-101, Inc. as "additional insureds."

This Subcontract excludes the following:

- 1 Gross Receipts Tax
- 2 Payment or Performance Bond
- 3 General Building Permit

2. Schedule. Subcontractor will achieve the following milestones (referred to as the "Schedule"):

N/A

Schedule Notes

- 1 In accordance with the Mutual of Omaha Tenant Improvement Construction Schedule dated October 27, 2008
- 2 In accordance with Project Superintendent's two and three-week schedules

3. Subcontract Sum Breakdown. The breakdown of the Subcontract Sum is as follows:**Subcontract Recap**

Sub-Job Number	Sub-Job Name	Name	Rate
97352.25	Mutual of Omaha T.I. @ Pima Center V (III) - A	Base Bid: Acoustical Ceiling Tile Work	\$53,921.00
Total			\$ 53,921.00

Subcontract Sum Breakdown

Name	Account Code	Amount
Acoustical Ceilings - Subcontract	97352.25-F10-09510-00-S	\$53,921.00
Total		\$53,921.00

4. Unit Pricing.

If requested by Contractor, Subcontractor will provide additional units of work, as directed, at the unit prices set forth below. Unit prices will apply to all building construction and will include, without limitation, all material, labor, equipment, compensation, general conditions, benefits, overhead, clean-up, supervision, profit, parking, shop drawings, small tools and all sales, use and other applicable taxes. Unit prices do not include design. Unit prices will also apply to net quantity changes in the Work made pursuant to the Subcontract Documents.

The following unit prices shall be in effect until:

Unit Price List

N/A

5. Alternates.

If requested by Contractor, Subcontractor will promptly provide the alternate work set forth below for the stated amount. When requested by Contractor, the alternate work will become part of the Work defined in Paragraph 1 above.

Alternates

Line Number	Name	Amount
1	Perimeter Wires	\$ 3,428.00

The alternate prices shall be in effect until:

Alternates Notes

END OF RIDER A

Mutual of Omaha T.I. @ Pima Center V (III) - A / 97352.25
Acoustical Ceilings

RIDER B

This Rider B is attached to and made a part of the Subcontract between OPUS West Construction Corporation and Eliason & Knuth of Arizona, Inc. dated 11/20/2008. All capitalized terms used but not defined in this Rider B have the meaning ascribed to them in the Subcontract or the General Conditions of Subcontract, as applicable. To the extent of any conflict between the provisions of this Rider B and the provisions of any other Subcontract Document, this Rider B shall be controlling.

Section 1 Licensing.

Subcontractor represents and warrants that it and each of its Sub-subcontractors are and will remain duly and validly licensed to the full extent required under all applicable Laws for the performance by each such party of their respective portion of the Work under this Subcontract, and that each such party shall maintain such required license(s) in good standing throughout the full and complete performance of the Work by such party hereunder. Subcontractor will submit proof of such licensure to Contractor upon request.

Section 2 Change Orders.

Any "Change Order" shall be set forth in writing, on Contractor's form, signed by an authorized representative of Contractor, and shall be executed by Contractor prior to Subcontractor proceeding with the requested change in the Work under the applicable conditions of the Subcontract Documents.

Section 3 Pay When and If Paid.

At all times Subcontractor shall be paid only to the extent that Contractor has been paid by Owner for the Work performed by Subcontractor. Notwithstanding any other provision of this Subcontract, and notwithstanding any provisions between Contractor and Owner with respect to payment, the parties agree that payment by Owner to Contractor shall be an express condition precedent to Contractor's obligation to pay Subcontractor. The parties clearly and unambiguously agree that payment by Contractor to Subcontractor is expressly contingent upon Contractor receiving its funds from progress and final payments received from Owner. All payments to Subcontractor shall be made by the Contractor solely out of the progress and final payments funds actually received by the Contractor from the Owner, and from no other source whatsoever. Subcontractor acknowledges that it is sharing, to the extent of payments to be made to Subcontractor, in the risk that Owner may fail to make one or more payments to the Contractor for all or a portion of the Work.

Section 4 Title to Work.

Title to all Work, including materials, equipment, and systems, covered by an Application for Payment, whether incorporated in the Project or not, will pass to Contractor and Owner upon the earlier of (a) receipt of such payment (net of any retainage), or (b) incorporation of such Work into the Project.

Section 5. Indemnification

(a) Subject to Subsections (b) and (c) below, Subcontractor will defend, indemnify and hold harmless Contractor, Owner and Architect/Engineer, and their respective officers, directors, partners, members, agents, and employees (each, an "Indemnitee" and collectively, the "Indemnitees") from and against any and all claims, demands, obligations, actions, causes of action, damages, costs, losses, liabilities and expenses (including, without limitation, attorneys' fees and costs and other litigation, mediation, arbitration, or dispute resolution expenses), arising from or in any way connected with Subcontractor's performance or non-performance of this Subcontract (all of the foregoing being referred to as "Claims"). Any such defense of an Indemnitee will be provided by Subcontractor by legal counsel reasonably satisfactory to such Indemnitee. Subject to Subsections (b) and (c) below, Subcontractor's obligations to defend and indemnify (i) include (without limitation) all Claims, whether occurring before, during or after the performance of this Subcontract, which arise from or relate to the activities, products, actions or omissions of Subcontractor, its Sub-subcontractors, anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable (collectively, the "Subcontractor Parties"); (ii) shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Subcontractor or any Subcontractor Party under workers' or workman's compensation acts, disability acts, other employee benefits acts, or any insurance required to be carried by Subcontractor under the Subcontract Documents; and (iii) specifically and expressly include (without limitation) any Claims caused in part by the negligence (whether active or passive) or other misconduct of any Indemnitee. Subcontractor's failure to procure specific contractual liability and other types of insurance for the benefit of any Indemnitee, as required under the Subcontract Documents, will not render the foregoing provisions unenforceable under any applicable law.

(b) Notwithstanding the provisions of Subsection (a) above, Subcontractor is not obligated to indemnify an Indemnitee for a Claim which is ultimately determined, upon final adjudication, settlement or other resolution of the Claim ("Finally Determined"), to have been caused solely by the active negligence or willful misconduct of that Indemnitee; provided, however, that this exception does not limit or relieve Subcontractor's defense obligations prior to the Claim being so Finally Determined or Subcontractor's obligations to indemnify all other Indemnitees which are not Finally Determined to have participated in such negligence or misconduct.

(c) The parties intend that Subcontractor's indemnity and defense obligations under this Subcontract will be enforced to the fullest extent allowable under applicable law, and agree that if any of the provisions of this Section are, to any extent, held to be invalid, illegal or unenforceable for any reason, any remaining portion thereof and all other provisions of this Section will not be affected by such holding, but will remain valid and in force to the fullest extent permitted by law.

END OF RIDER B

Mutual of Omaha T.I. @ Pima Center V (III) - A / 97352.25

Acoustical Ceilings

RIDER C

This Rider C is attached to and made a part of the Subcontract between OPUS West Construction Corporation, and Eliason & Knuth of Arizona, Inc. dated 11/20/2008. All capitalized terms used but not defined in this Rider "C" have the meaning ascribed to them in the Subcontract or General Conditions of Subcontract, as applicable.

1. Liability Worker's Compensation Insurance Prior to commencing the Work, Subcontractor shall purchase and maintain during the progress of the Work and any periods of warranty and additional work performed by Subcontractor, insurance that will protect against claims for bodily injury, death, damage to property or other damages arising out of or in connection with the performance of the Work (including warranty and additional work) by Subcontractor, Sub-subcontractor or by anyone employed by any of them, or by anyone for whose acts any of them may be liable. Subcontractor's liability insurance may be maintained in a combination of primary and umbrella policies, and the cost of such insurance shall be included in the Subcontract Sum. Subcontractor's policies of insurance shall have the following minimum limits, coverage and requirements.

(a) Workers' Compensation

Statutory Limits

Employer's Liability, including "Stop Gap" coverage and USL&H if applicable	\$1,000,000 each accident \$1,000,000 disease-policy limit \$1,000,000 disease-each employee
Commercial General Liability (Electrical, HVAC, Plumbing, Fire Protection Sprinkler, Steel Erection, Elevator, Excavating, Roofing, Foundation and Curtain Wall Subcontractors)	\$5,000,000 each occurrence \$5,000,000 products/completed operations aggregate \$5,000,000 general aggregate minimum \$2,000,000 per project
Commercial General Liability (All Other Subcontractors)	\$2,000,000 each occurrence \$2,000,000 products/completed operations aggregate \$2,000,000 general aggregate (per project)
Commercial Automobile Liability	\$1,000,000 any one accident or loss
Professional Liability (to the extent required of Subcontractor under the Subcontract Documents)	\$1,000,000 each claim \$1,000,000 annual aggregate

- (b) The Commercial General Liability insurance required under Paragraph 1(a) will (i) be on ISO Form CG 00 01 or its equivalent, (ii) include coverage for products/completed operations, (iii) be maintained for a period of three (3) years after completion of the Work, (iv) specifically cover as "insured contracts" the Subcontractor's indemnity obligations as set forth in this Subcontract and other contractual indemnities assumed by the Subcontractor under the Subcontract Documents and (v) provide a \$2,000,000 minimum general aggregate limit of liability on a per project basis.

The Commercial Automobile Liability insurance required under Paragraph 1(a) will include coverage for all owned, hired and non-owned automobiles. Professional Liability, if applicable to the Subcontractor's Work, shall be maintained for a period of three (3) years after completion of the Work. Any retroactive date on such Professional Liability policy shall be prior to the commencement of any Work under this Subcontract.

- (c) Employer's Liability, Commercial General Liability and Automobile Liability insurance may be arranged under separate policies for the full minimum limits required, or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability policy.
- (d) The Subcontractor shall endorse its Commercial General Liability, Commercial Automobile Liability, and Umbrella/Excess Liability policies to add the Contractor and the Owner (and others as specifically required by the Subcontract Documents) as "additional insureds". Such insurance afforded to the Contractor and the Owner as "additional insureds" under the Subcontractor's policies will be primary insurance and not excess over, or contributing with, any insurance purchased or maintained by the Contractor or the Owner. The "additional insured" endorsement to Subcontractor's Commercial General Liability policy will be on ISO Form 20 10 07 04 and 20 37 07 04 or their equivalent and will include coverage for ongoing and completed operations.
- (e) All insurance policies required under Paragraph 1 or the Subcontract Documents will (i) be issued by insurance companies that have an A.M. Best rating of A- VII or better and (ii) contain a provision that coverage afforded thereunder shall not be canceled or restrictive modifications added, without thirty (30) days prior written notice by certified mail to the Contractor. If Subcontractor fails to purchase and maintain the insurance coverage required herein, Contractor may, but shall not be obligated to, obtain such insurance and either charge all costs for such insurance to the Subcontractor or offset the costs of such insurance against amounts due Subcontractor under the Subcontract.
- (f) Certificates of Insurance will be filed with the Contractor prior to the start of the Subcontractor's Work on the Project Site. Such Certificates of Insurance will be in a form and substance acceptable to the Contractor and will provide satisfactory evidence that the Subcontractor has complied with all insurance requirements, including Contractor's, Owner's and any other required parties status as "additional insureds".
- (g) Contractor may exclude Subcontractor from the Project Site and withhold payments to Subcontractor until a properly executed certificate of insurance evidencing the insurance required herein is received by Contractor.
- (h) It is understood and agreed that the insurance coverages and limits required by this Subcontract shall not limit the extent of Subcontractor's responsibilities and liabilities specified within the Subcontract documents or under law.

2 Contractor's Builder's Risk Insurance.

- 2.1 Unless otherwise provided in the Subcontract Documents, Contractor will cause builder's risk insurance to be purchased and maintained with a "causes of loss" or equivalent policy form covering work to be performed by Contractor (including those working for or under Contractor) at the Project Site to the full insurable value thereof, on a replacement cost basis and subject to reasonable deductibles. Covered "causes of loss" means risks of direct physical loss or damage to covered property unless specifically excluded or limited under the policy. This insurance will include the interests of Owner, Contractor, Subcontractor and Sub-subcontractors in respect to the work to be performed by Contractor at the Project, and shall insure against perils of fire (with extended coverage), theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, temporary falsework, shoring and forms and debris removal, and such other matters as are insured against in the form of the policy maintained by Contractor. Unless specifically provided in writing, such insurance will not include coverage for any property, structure(s) and contents (whether real or personal) owned by the Owner or third parties existing as of commencement of Contractor's work or otherwise. Contractor will carry earthquake and flood insurance if Contractor deems it appropriate.

To the extent of coverage afforded by builder's risk or any other property or equipment floater insurance applicable to the Work or the Project or equipment used in the performance of the Work or Project, regardless of whether such insurance is owned by or for the benefit of Subcontractor, Contractor or Owner or their respective subcontractors and agents, Contractor and Subcontractor agree to waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Owner and any of its contractors, subcontractors, agents and employees, whether under subrogation or otherwise, for loss or damage to the extent covered by such insurance, except such rights as they may have to the proceeds of such insurance. If policies of insurance referred to in this paragraph require an endorsement to provide for continued coverage where there is a waiver of subrogation, then the owners of such policies will cause them to be so endorsed. A waiver of subrogation shall be effective as to a party even though that party would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the party had an insurable interest in the property damaged.

If (i) the Project suffers an insurable loss, (ii) the loss is due in part to the negligence of Subcontractor and (iii) an insurance deductible amount (not to exceed \$10,000.00) is applied to the loss payable under builder's risk or other property insurance applicable to the Project, Subcontractor will be liable to Contractor for the deductible amount; however, Contractor may, in its discretion, apportion the deductible amount among other parties responsible for the loss. Subcontractor will promptly pay Contractor, upon demand, for any such deductible amount, and Contractor may offset the deductible amount against any amounts due Subcontractor under the Subcontract. Neither Contractor nor Owner represents that builder's risk or property insurance, if any, applicable to the Project or the Work is adequate to protect the interests of Subcontractor. It is Subcontractor's obligation to determine whether it should purchase and maintain supplementary property insurance to protect its interests in the Work.

- 2.2 Any insured loss is to be adjusted by Owner and Contractor and made payable to Contractor, as trustee, or to Owner and Contractor, as joint trustees for the insureds, as then interests may appear, subject to the requirements of any applicable mortgage or loss payable clause.
- 2.3 Subcontractor hereby releases and agrees to defend and indemnify Contractor and Owner from all claims for loss or damage to or loss of use of Subcontractor's property in or about the Project Site and shall purchase such insurance in respect thereto as Subcontractor deems appropriate. Subcontractor shall require a similar release and indemnity by Sub-subcontractors.

END OF RIDER C



OPUS West Construction Corporation
SUBCONTRACT CHANGE ORDER

Change Order Date: 01/22/2009
Change Order #: 1
To Subcontract Agreement dated: 11/20/2008

TO: Eliason & Knuth of Arizona, Inc.
4010 N. 27th Avenue
Phoenix, AZ 85017

ELIASON & KNUTH
RECEIVED

JAN 31 2009

PROJECT: Wall of Omaha T.I. @ Pima Center V (III) - A
PAINTED
400 E. Pima Center Parkway
Scottsdale, AZ 85258

Acoustical Ceilings
CON-97352.25-103
09510

CHANGE DETAILS

Item	Description	Amount
1	Subcontractor shall furnish all skill, labor, material, and equipment necessary or required to split Room #1104 per Field Bulletin #3 (FB-97352.25-3) dated December 1, 2008.	\$145.00
2	Subcontractor shall furnish all skill, labor, material, and equipment necessary or required to adjust the ceiling grid to accomodate the concealed header at Door #2251.	\$220.00
3	Subcontractor shall furnish all skill, labor, material, and equipment necessary or required to repair and replace ceiling tile and grid damaged by other trades.	\$2,799.00
		<hr/> \$3,164.00

SCHEDULE

Completion date of original contract will not be adjusted, unless noted herein.

CONTRACT SUMMARY

Cost Code	Previous Amount	This Change Order	Current Contract Amount
97352.25-F10-09510.00-S	\$53,921.00	\$3,164.00	\$57,085.00
	<hr/> \$53,921.00	<hr/> \$3,164.00	<hr/> \$57,085.00
Original Contract Amount.....			\$53,921.00
Previously Approved Change Orders.....			\$0.00
Amount this Change Order.....			\$3,164.00
Contract Amount to Date.....			\$57,085.00

ACKNOWLEDGEMENT

Please sign and return all original copies

Eliason & Knuth of Arizona, Inc.

Charles W. Knuth

OPUS West Construction Corporation

Vincent Genetti

Charles W. Knuth
Printed Name

2-2-09
Date

Vincent Genetti
Printed Name

2/4/09
Date

Reference this change order number on all Application for Payment documents.



SUBCONTRACTOR APPLICATION FOR PAYMENT

Project Name: Mutual of Omaha T.I. @ Pima Center V (III) - Building A Project Number: 97352.25
 Subcontractor: Eliason & Knuth of Arizona, Inc. Date of Application: 12/09/08
 Supplier #: 1007075
 Address: ~~3875 N. 28th Avenue~~ 4010 N. 27th Avenue Application Number: ONE
 Phoenix, AZ 85017 Period From: 12/1/08 Period To: 12/30/08
 Phone: 602.269.8566
 Remittance Address: OPUS West Construction Corporation
 Attn: Accounts Payable
 2555 E. Camelback Road, # 800
 Phoenix, AZ 85016

CONTRACT INFORMATION

ITEM	SALES TAX \$(if applicable)	TOTAL \$(
ORIGINAL CONTRACT AMOUNT		\$53,921.00
OPUS APPROVED CHANGE ORDER # 1 thru #		
CONTRACT AMOUNT TO DATE TOTAL		\$53,921.00

APPLICATION INFORMATION

A Total Completed & Stored to Date \$ 53,921.00
 B Less Retainage 10 % \$ 5,392.10
 C Total Earned less Retainage (A - B) \$ 48,528.90
 D Less Previous Billings (previous req's line C) \$ 0
 E Current Payment Due (C - D) \$ 48,528.90
 F Balance to Finish, Plus Retainage (H - A + B) \$ 5,392.10
 G Current Gross Amount Completed This Period \$ 53,921.00

SUBCONTRACTOR:

Eliason & Knuth of Arizona, Inc.

Supplier #: 1007075

BY:

Tom DelPacco

DATE:

12/21/08

APPLICATION BREAKDOWN

THIS SECTION MUST BE COMPLETED IN ORDER FOR THIS PAYMENT TO BE PROCESSED BY OPUS

Account Code	Description	Current Contract Amount	Work Completed		Total Work Complete	Percent Complete	Retainage This Application	Net Payment
			From Previous Application	This Period				
97352.25-F10-09510.00-S	Acoustical Ceilings - Subcontract	\$53,921.00	0	53,921	53,921	100	5392.10	48,528.90
	Total	\$53,921.00						
		H	I	G	A	J	K	E

Entered By:

Accounting

Date

Approved By:

Project Manager

Date

SHADED AREA FOR OPUS ACCOUNTING USE ONLY





SUBCONTRACTOR APPLICATION FOR PAYMENT

Client Name: Mutual of Omaha T.I. @ Pima Center V (III) - A Project Number: 97352.25
 Subcontractor: Eliason & Knuth of Arizona, Inc. Date of Application: 1/25/09
 Supplier #: 1007075
 Address: 4010 N. 27th Avenue Application Number: TWO
 Phoenix, AZ 85017 Period From: 1/1/09 Period To: 1/30/09
 Phone: 602.269.8566
 Entrance Address: OPUS West Construction Corporation
 Attn: Accounts Payable
 2555 E. Camelback Road, # 800
 Phoenix, AZ 85016

CONTRACT INFORMATION

ITEM	SALES TAX (\$) (if applicable)	TOTAL (\$)
ORIGINAL CONTRACT AMOUNT		\$53,921.00
OPUS APPROVED CHANGE ORDER thru # 1		\$3,164.00
CONTRACT AMOUNT TO DATE TOTAL		\$57,085.00

APPLICATION INFORMATION

Total Completed & Stored to Date \$ 57,085.00
 Less Retainage 10 % \$ 0
 Total Earned less Retainage (A - B) \$ 57,085.00
 Less Previous Billings (previous req's line C) \$ 53,921.00
 Current Payment Due (C - D) \$ 3,164.00
 Balance to Finish, Plus Retainage (H - A + B) \$ 0
 Current Gross Amount Completed This Period \$ 3164.00

SUBCONTRACTOR:

Eliason & Knuth of Arizona, Inc.

Supplier #: 1007075

BY:

Kum DeBora

DATE:

1/25/09

APPLICATION BREAKDOWN

THIS SECTION MUST BE COMPLETED IN ORDER FOR THIS PAYMENT TO BE PROCESSED BY OPUS

Account Code	Description	Current Contract Amount	Work Completed		Total Work Complete	Percent Complete	Retainage This Application	Net Payment
			From Previous Application	This Period				
352.25-F10-09510.00-S	Acoustical Ceilings - Subcontract	\$57,085.00	53,921.00	3164.00	57085.00	100	0	3164.00
	Total	\$57,085.00						
		H	I	G	A	J	K	E

Entered By:

Approved By:

Accounting

Date

Project Manager

Date

DEDICATED AREA FOR OPUS ACCOUNTING USE ONLY

Vendor ID

Vendor Inv. #

Date

G/L Exp



SUBCONTRACTOR APPLICATION FOR PAYMENT

5254

Project Name: Mutual of Omaha T.I. @ Pima Center V (III) - Building A Project Number: 97352.25
 Subcontractor: Eliason & Knuth of Arizona, Inc. Date of Application: 01/23/09
 Supplier #: 1007075
 Address: ~~3875 N. 28th Avenue~~ 4010 N. 27th Avenue Application Number: RETENTION
 Phoenix, AZ 85017 Period From: 01/01/09 Period To: 01/31/09
 Phone: 602.269.8566
 Remittance Address: OPUS West Construction Corporation
 Attn: Accounts Payable
 2555 E. Camelback Road, # 800
 Phoenix, AZ 85016

CONTRACT INFORMATION

ITEM	SALES TAX (\$)(if applicable)	TOTAL (\$)
ORIGINAL CONTRACT AMOUNT		\$53,921.00
OPUS APPROVED CHANGE ORDER # 1 thru #		
CONTRACT AMOUNT TO DATE TOTAL		\$53,921.00

APPLICATION INFORMATION

A Total Completed & Stored to Date \$ 53,921.00
 B Less Retainage 10 % \$ 0
 C Total Earned less Retainage (A - B) \$ 53,921.00
 D Less Previous Billings (previous req's line C) \$ 48,528.90
 E Current Payment Due (C - D) \$ 5,392.10
 F Balance to Finish, Plus Retainage (H - A + B) \$ 0
 G Current Gross Amount Completed This Period \$ 5392.10

SUBCONTRACTOR:

Eliason & Knuth of Arizona, Inc.

Supplier #: 1007075

BY:

Kym Gurracco

DATE:

01/23/09

APPLICATION BREAKDOWN

THIS SECTION MUST BE COMPLETED IN ORDER FOR THIS PAYMENT TO BE PROCESSED BY OPUS

Account Code	Description	Current Contract Amount	Work Completed		Total Work Complete	Percent Complete	Retainage This Application	Net Payment
			From Previous Application	This Period				
97352.25-F10-09510.00-S	Acoustical Ceilings - Subcontract	\$53,921.00	48,528.90	5392.10	53921	100	0	5392.10
	Total	\$53,921.00						
		H	I	G	A	J	K	E

Entered By:

Accounting

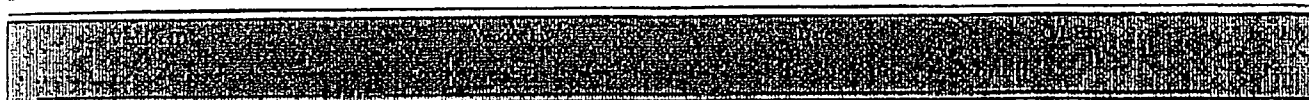
Date

Approved By:

Project Manager

Date

SHADED AREA FOR OPUS ACCOUNTING USE ONLY



20090502092

2244

ARIZONA PRELIMINARY TWENTY DAY NOTICE
IN ACCORDANCE WITH ARIZONA REVISED STATUTES SECTION 33-992.01.
THIS IS NOT A LIEN AND THIS IS NOT A REFLECTION ON THE INTEGRITY OF ANY CONTRACTOR OR SUBCONTRACTOR.

OPUS WEST REF:97352.25

YOU ARE HEREBY NOTIFIED THAT THE CLAIMANT:

12792244

E & K OF PHOENIX INC
4010 N 27TH AVENUE
PHOENIX, AZ 85017
602-269-8566

A. Construction Lender or Reputed Construction Lender and/or Assigns or Bonding Entity:

BANK OF AMERICA N A
ATTN: NANCY ALONZO
MAIL CODE AZ1-200-22-17
201 E WASHINGTON ST, 22ND FLOOR
PHOENIX, AZ 85004

has furnished or will furnish labor, professional services, materials,
machinery, fixtures or tools of the following general description:

LABOR & MATERIALS FOR ACT CEILINGS

In the construction, alteration or repair of the building, structure
or improvement located at:
MUTUAL OF OMAHA BANK TI AT PIMA CENTE
V(III) 9200 E PIMA CENTER PKWY BLDG A
SCOTTSDALE, AZ

NOTICE TO PROPERTY OWNER

Information concerning the legal description of the jobsite:

If bills are not paid in full for the labor, professional services, materials,
machinery, fixtures or tools furnished, or to be furnished, a mechanic's lien leading
to the loss, through court foreclosure proceedings, of all or part of your property
being improved may be placed against the property. You may wish to protect yourself
against this consequence by either:

1. Requiring your contractor to furnish a conditional waiver and release
pursuant to Arizona Revised Statutes section 33-1008, subsection D, paragraphs 1
and 3 signed by the person or firm giving you this notice before you make payment
to your contractor.
2. Requiring your contractor to furnish an unconditional waiver and release
pursuant to Arizona Revised Statutes section 33-1008, subsection D, paragraphs 2
and 4 signed by the person or firm giving you this notice after you make payment to
your contractor.
3. Using any other method or device that is appropriate under the circumstances.

PLEASE SEE ENCLOSED SHEET. THANK YOU

EXHIBIT 1

B. Owner or Reputed Owner or Public Agency or Tenant

P C 101 INC
% OPUS WEST CORPORATION
2555 E CAMELBACK RD # 800
PHOENIX, AZ 85016
602-468-7000

The above information needs verification if a lien is filed

The name and address of the person or firm who's contracted with
above claimant

OPUS WEST CONSTRUCTION CORPORATION
2555 E CAMELBACK RD #800
PHOENIX, AZ 85016
602-468-7000

ADDITIONAL NOTICE TO PROPERTY OWNER AND ALL INTERESTED PARTIES

Within ten days of the receipt of this preliminary twenty day notice the owner
or other interested party is required to furnish all information necessary to correct any
inaccuracies in the notice pursuant to Arizona Revised Statutes section 33-992.01,
subsection 1 or lose as a defense any inaccuracy of that information.

Within ten days of the receipt of this preliminary twenty day notice if any
payment bond has been recorded in compliance with Arizona Revised Statutes
section 33-1003, the owner must provide a copy of the payment bond including the
name and address of the surety company and bonding agent providing the payment
bond to the person who has given the preliminary twenty notice. In the event that
the owner or other interested party fails to provide the bond information within that
ten day period, the claimant shall retain lien rights to the extent precluded or
prejudiced from asserting a claim against the bond as a result of not timely receiving
the bond information.

COPY SENT TO PROPERTY OWNERSHIP:
CERTAIN ALLOTTED MEMBERS OF THE
SALT RIVER PIMA MARICOPA INDIAN
COMMUNITY
8800 E CHAPARRAL ROAD # 300
SCOTTSDALE, AZ 85250-2816

Estimate of total price of labor, professional services, materials,
machinery, fixtures or tools furnished or to be furnished is:

\$****54,000.00**

Plus, if necessary, reasonable attorney fees, costs of collection,
and costs of suit.

C. Original, General or Reputed Contractor.

OPUS WEST CONSTRUCTION CORPORATION
2555 E CAMELBACK RD #800
PHOENIX, AZ 85016
602-468-7000

X SIGNATURE AND TITLE ON FILE

(signature) (title)

for E & K OF PHOENIX INC

DATED AND

MAILED THE 18TH DAY OF DEC, 2008

Prepared and sent by:

JOYCE'S SERVICES CORPORATION
P.O. BOX 27388, TEMPE, ARIZONA 85285-7388
(480) 820-3343 FAX (480) 820-5862

E & K
12792244
COFM
12-18-08

Upon receipt of this notice please detach and sign
this Acknowledgement and return same to:

If there is any incorrect information contained in this
notice, please notify Joyce's Services Corporation.

JOYCE'S SERVICES CORPORATION
P.O. BOX 27388, TEMPE, ARIZONA 85285-7388
(480) 820-3343

ACKNOWLEDGEMENT OF RECEIPT OF PRELIMINARY TWENTY DAY NOTICE
ARIZONA REVISED STATUTES 33-992.02

This acknowledges receipt on _____ of a copy of this preliminary twenty day notice at _____
(date)

(address where notice received)

Date:

(Date this acknowledgement is executed)

(Signature of person acknowledging receipt, with title if acknowledgement is made on behalf of another person)

(address or description of jobsite)

1. I have personal knowledge of the facts herein set forth.
2. Service of the Arizona Preliminary Twenty-Day Notice sent for E & K ON PHOENIX INC was made on the addressees listed using first class mail using CERTIFICATE OF MAILING on DECEMBER 18, 2008. Proof of Service is this affidavit.

Edith Gayer Funk

[illegible]

NOTARY PUBLIC
STATE OF ARIZONA
County of Maricopa
AUDREY SPIGELMIRE
My Commission Expires July 31, 2011

Audrey Spiegelman

My commission expires: 7-31-2011

OPUS WEST CONSTRUCTION CORPORATION
SALT RIVER PIMA MARICOPA INDIAN COMMUNITY
BANK OF AMERICA
PC 101 INC

JOYCE'S SERVICES CORPORATION
P O BOX 27388
TEMPE, ARIZONA 85285-7388
(480) 820-3343

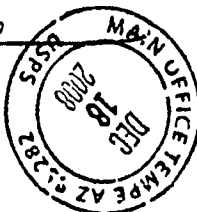
CERTIFICATE OF MAILING FOR 12.18.08 FOR STATUS: CL OR NC - PAGE: 9

TOTAL NUMBER OF PIECES LIST BY SENDER TOTAL NUMBER OF PIECES RECEIVED AT POST OFFICE POSTMASTER, PER (NAME OF RECEIVING EMPLOYEE)

56
FEES 45.92

X

56



X *A Allen*

5684



016426505617

\$22.400

12/18/2008

Mailed From: 85283

US POSTAGE

		POSTAGE	FEE	OTHER
'12792244	OPUS WEST CONSTRUCTION CORPORATION 2555 E CAMELBACK RD #800 PHOENIX, AZ 85016	.42	0.40	0.00
E & K GENERAL NP				
12792244	SALT RIVER PIMA MARICOPA INDIAN COMMUNITY 8800 E CHAPARRAL ROAD # 300 SCOTTSDALE, AZ 85250-2816	.42	0.40	0.00
E & K MSG2 NP				
'12792244	BANK OF AMERICA N A ATTN: NANCY ALONZO MAIL CODE AZ1-200-22-17 201 E WASHINGTON ST, 22ND FLOOR PHOENIX, AZ 85004	.42	0.40	0.00
E & K LENDER NP				
'12792244	P C 101 INC % OPUS WEST CORPORATION 2555 E CAMELBACK RD # 800 PHOENIX, AZ 85016	.42	0.40	0.00
E & K OWNER NP				

Pima Center I
Balance Due
\$878.00

ELIASON & KNUTH
RECEIVED

& KNUTH
EIVED

FEB 13 2008

Pima Center I - Building E / 10510.00
09510 /Acoustical Ceilings

Eliason & Knuth of Arizona, Inc. / Melissa Andrews
Contact Phone # 602-269-8566
Contact Fax # 602-269-9887

Payment Terms: Standard

MAR 06 2008

DRYWALL ☐
PAINT ☐

DRYWALL ☐
PAINT ☐

SUBCONTRACT AGREEMENT (Labor and Materials)

This Subcontract Agreement ("Subcontract") is made as of this 04th day of February, 2008, by and between **Opus West Construction Corporation** ("Contractor"), with its office located at 2555 East Camelback Road - Suite 800, Phoenix, AZ 85016, and **Eliason & Knuth of Arizona, Inc.** ("Subcontractor") with its office located at 3875 N. 28th Avenue, Phoenix, AZ 85017.

Contractor and Subcontractor agree as follows:

1. Subcontract Documents. The term "Subcontract Documents" is defined in Paragraph 1 of the attached Rider "A".
2. Project. Contractor is providing design and construction-related services to Owner (defined below) in connection with the project generally described as Pima Center I - Building E ("Project"), located at 9180 E. Via de Ventura, Scottsdale, AZ 85258 ("Project Site"), and consisting of the total work provided by Contractor under contract documents between Owner and Contractor.
3. Owner. The Owner of the Project is Pima Center 101, L.L.C. ("Owner").
4. Architect/Engineer. The architect and engineers ("Architect/Engineer") of record for the Project are:
Architect of Record: Butler Design Group, Inc.
Civil Engineer: Erickson & Meeks Engineering, LLC
Interior Designer: McCarthy Nordburg, Ltd.
Landscape Architect: Laskin & Associates, Inc.
Structural Engineer of Record: Opus Architects & Engineers, Inc.
5. Scope of Work. Subcontractor's scope of work for the Project is described in the attached Rider "A" and is defined therein as the Work.
6. Schedule. Time is of the essence. Accordingly, all time limits and requirements for completion set forth in the Subcontract Documents, including any intermediate milestones (collectively referred to in the Subcontract Documents as the "Schedule"), are of the essence of this Subcontract. Subcontractor shall begin its Work as soon as the Project is ready for the Work or within three (3) calendar days after being notified orally or in writing to proceed by Contractor. The Substantial Completion of the Work (defined in the General Conditions of Subcontract) shall be achieved as required by job progress, so as to allow the entire Project to be substantially completed on or before 08/05/2008. Subcontractor shall conform to all progress and schedule requirements of the Subcontract Documents and as directed by Contractor's project manager, and must achieve the milestones (if any) as described in the attached Rider "A".
7. Subcontract Sum. Contractor shall pay Subcontractor the sum of \$ 4,200.00 ("Subcontract Sum"). The Subcontract Sum includes freight and delivery charges and all applicable state and local taxes including sales and use tax, and if required by law, these taxes must be separately stated on any payment applications, invoices or similar documents delivered by Subcontractor to Contractor for completion of the Work in accordance with the terms and conditions of the Subcontract Documents. A breakdown of the components of the Subcontract Sum is set forth in the attached Rider "A".
8. Riders. The following Riders are attached to and made a part of this Subcontract:
 - 8.1 Rider A (Scope of Work)
 - 8.2 Rider B (Indemnification)
 - 8.3 Rider C (Insurance)

Contractor and Subcontractor sign as follows:

Approved by Contractor's project manager

Ryan Hulett

CONTRACTOR
OPUS West Construction Corporation

By:

James Godwin

(Print Name)

Senior Director of Construction

(Title)

(Date)

3.4.08

SUBCONTRACTOR
Eliason & Knuth of Arizona, Inc.

By:

Doug Stegemoller

(Print Name)

President

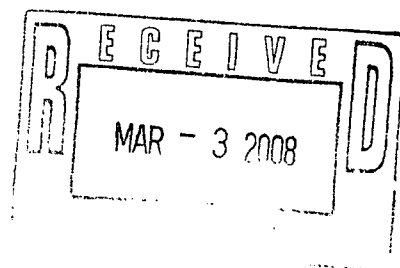
(Title)

(Date)

02.27.08

JOB #	4074	INT	60
SECTION #	2		
SUBSECTION ALPHA #	B		
CC		ROUTE	

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RIDER A

This Rider A is attached to and made a part of the Subcontract between **Opus West Construction Corporation** and **Eliason & Knuth of Arizona, Inc.** dated **02/04/2008**. All capitalized terms used, but not defined in this Rider "A" have the meaning ascribed to them in the Subcontract.

I. Work/Subcontract Documents.

Subcontractor shall furnish all necessary labor, materials, equipment, skills, services (including design and engineering, if applicable), supervision and appurtenances necessary to complete all Section **Acoustical Ceilings** work ("Work") for the Project, including but not limited to, strict compliance with the following documents (the "Subcontract Documents"):

Drawings and Specifications

Description	Number	Last Revision
Pima I Building E Outline Specs		01/07/2008
General Conditions of Subcontract		06/01/2005
Special Conditions of Subcontract		05/02/2007
Supplemental General Conditions		06/01/2005
Cover Sheet	CS	11/07/2007
Grading & Drainage, Water Sewer & Fire Line Cover Sheet	C1	11/07/2007
Grading & Drainage Plan	C2	11/07/2007
Grading & Drainage Plan	C3	11/07/2007
Grading & Drainage Details & Sections	C4	11/07/2007
Water, Sewer & Fire Line Plan	C5	11/07/2007
Water, Sewer & Fire Line Plan	C6	11/07/2007
Site/Best Management Practices Map	Map	11/07/2007
Cover Sheet	LA01	11/07/2007
Planting Plans	LA02	11/07/2007
Planting Plans	LA03	11/07/2007
Irrigation Plans	LA04	11/07/2007
Irrigation Plans	LA05	11/07/2007
Landscape Detail Sheet	LA06	11/07/2007
Irrigation Detail Sheet	LA07	11/07/2007
Specifications	LA08	11/07/2007
Site Plan	A0.1	11/07/2007
Enlarged Site Plan	A0.2	11/07/2007
Site Details	A0.3	11/07/2007
Site Details	A0.4	11/07/2007
1st Floor Plan	A1.1	11/07/2007
1st Floor Plan - Edge of Slab	A1.1.1	11/07/2007
2nd Floor Plan	A1.2	11/07/2007
2nd Floor Plan - Edge of Slab	A1.2.1	11/07/2007
Roof Plan	A1.3	11/07/2007
Elevations	A2.1	11/07/2007

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Enlarged Elevations	A2.2	11/07/2007
Enlarged Elevations	A2.3	11/07/2007
Window/Door Schedule	A2.4	11/07/2007
Window/Door Schedule	A2.5	11/07/2007
Building Sections	A3.1	11/07/2007
Wall Sections	A3.2	11/07/2007
Wall Sections	A3.3	11/07/2007
Wall Sections	A3.4	11/07/2007
Architectural Details	A4.1	11/07/2007
Architectural Details	A4.2	11/07/2007
Architectural Details	A4.3	11/07/2007
Architectural Details	A4.4	11/07/2007
Stair & Elevator Details	A5.1	11/07/2007
Stair & Elevator Details	A5.2	11/07/2007
First Floor - Floor Plan	IA2.01	01/14/2008
Second Floor - Floor Plan	IA2.02	01/14/2008
First Floor - Enlarged Lobby Plan	IA2.1	01/14/2008
First Floor - Enlarged Lobby RCP Plan	IA3.1	01/14/2008
Finish Plan Floor 1	IA5.1	01/14/2008
Finish Plan Floor 2	IA5.2	01/14/2008
Enlarged Restroom Plans	IA6.0	01/14/2008
Elevator Cab Interior	IA6.1	01/14/2008
Elevations	IA7.0	01/14/2008
Interior Architectural Details	IA8.0	01/14/2008
Interior Architectural Details	IA8.1	01/14/2008
Interior Architectural Details	IA8.2	01/14/2008
Details	IA8.3	01/14/2008
Title Sheet	S1	11/07/2007
Level 1 Foundation Plan	S2	11/07/2007
Level 2 Framing Plan	S3.1	11/07/2007
Level 2 Enlarged Plans & Schedules	S3.2	11/07/2007
Roof Framing Plan	S4.1	11/07/2007
Awning Framing Plans & Details	S4.2	11/07/2007
Braced Frame Sections & Details	S5	11/07/2007
Sections and Details	S6	11/07/2007
Sections and Details	S7	11/07/2007
Sections and Details	S8	11/07/2007
Sections and Details	S9	11/07/2007
Sections and Details	S10	11/07/2007
Mechanical Cover Sheet	M0.1	11/07/2007
First Floor Mechanical Plan	M1.1	11/07/2007

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Second Floor Mechanical Plan	M1.2	11/07/2007
Mechanical Roof Plan	M1.3	11/07/2007
Enlarged Mechanical Core Plans	M1.4	11/07/2007
Mechanical Schedules	M2.1	11/07/2007
Mechanical Details	M2.2	11/07/2007
Mechanical Details	M2.3	11/07/2007
Plumbing Legend, Symbols and Fixture Schedules	P0.1	11/07/2007
Plumbing Specifications	P0.2	11/07/2007
Plumbing Specifications	P0.3	11/07/2007
Plumbing Plan - 1st Floor	P2.1	11/07/2007
Plumbing Plan - 2nd Floor	P2.2	11/07/2007
Enlarged Plumbing Floor Plan, 1st & 2nd Floor	P2.3	11/07/2007
Plumbing Riser Diagrams	P3.1	11/07/2007
Symbols and Schedules	E0.0	11/07/2007
Site Lighting Plan	E1.0	11/07/2007
Photometric Site Plan	E1.1	11/07/2007
Partial 1st Floor Lighting Plan	E2.0	11/07/2007
Partial 1st Floor Lighting Plan	E2.1	11/07/2007
Partial 1st Floor Lighting Plan	E2.2	11/07/2007
Partial 2nd Floor Lighting Plan	E3.0	11/07/2007
Partial 2nd Floor Lighting Plan	E3.1	11/07/2007
Partial 2nd Floor Lighting Plan	E3.2	11/07/2007
Partial 1st Floor Power Plan	E4.0	11/07/2007
Partial 1st Floor Power Plan	E4.1	11/07/2007
Partial 1st Floor Power Plan	E4.2	11/07/2007
Enlarged 1st/2nd Floor Power Plans	E4.3	11/07/2007
Partial 2nd Floor Power Plan	E5.0	11/07/2007
Partial 2nd Floor Power Plan	E5.1	11/07/2007
Partial 2nd Floor Power Plan	E5.2	11/07/2007
Partial Roof HVAC/SS Plan	E6.0	11/07/2007
Partial Roof HVAC/SS Plan	E6.1	11/07/2007
Partial Roof HVAC/SS Plan	E6.2	11/07/2007
Single Line Diagram	E7.0	11/07/2007
Details and Calculations	E7.1	11/07/2007
Panelboard Schedules	E8.0	11/07/2007
Panelboard Schedules	E8.1	11/07/2007
Panelboard Schedules	E8.2	11/07/2007
Final Clean Specifications - Pima Center I - Building E	01503	01/11/2008
Earthwork Specifications - Pima Center I - Building E	02200	12/06/2007
Termite Protection Specifications - Pima Center I - Building E	02280	11/19/2007
Asphalt Paving Specifications - Pima Center I - Building E	02510	12/06/2007

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Site Concrete Specifications - Pima Center I - Building E	02520	12/06/2007
Site Utilities Specifications - Pima Center I - Building E	02600	11/07/2007
Drywell Specifications - Pima Center I - Building E	02720	11/13/2007
Landscaping and Irrigation Specifications - Pima Center I - Building E	02900	01/15/2008
Cast-In-Place Concrete System Specifications - Pima Center I - Building E	03300	11/14/2007
Concrete Unit Masonry Specifications - Pima Center I - Building E	04200	10/31/2007
Structural Steel Framing and Decks Specifications - Pima Center I - Building E	05100	09/20/2007
Cold-Form Metal Framing Specifications - Pima Center I - Building E	05400	02/04/2008
Metal Fabrications Specifications - Pima Center I - Building E	05500	09/20/2007
Glass & Stainless Steel Guardrails Specifications - Pima Center I - Building E	05720	01/11/2008
Water Repellants Specifications - Pima Center I - Building E	07100	01/11/2008
Building Insulation Specifications - Pima Center I - Building E	07200	12/07/2007
Built Up Roofing Specifications - Pima Center I - Building E	07510	12/18/2007
Caulking and Sealants Specifications - Pima Center I - Building E	07900	12/19/2007
Hollow Metal Doors and Frames Specifications - Pima Center I - Building E	08100	01/15/2008
Wood Doors Specifications - Pima Center I - Building E	08200	01/15/2008
Aluminum Framing and Glazing Systems Specifications - Pima Center I - Building E	08400	01/15/2008
Door Hardware Specifications - Pima Center I - Building E	08700	08/30/2007
Acoustical Ceilings Specifications - Pima Center I - Building E	09510	01/11/2008
Stone Countertops Specifications - Pima Center I - Building E	09630	01/11/2008
Hydraulic Elevators Specifications - Pima Center I - Building E	14240	01/10/2008
Pima Center I - Building E Division 15 - Mechanical	15000	08/30/2007
Pima Center I - Building E Division 16 - Electrical	16000	07/03/2007
Electronic Security Systems Specifications - Pima Center I - Building E	16720	12/17/2007

Field Bulletins

Date	Number	Name
01/09/2008	FB-10510.00-1	Vertical Realignment @ Water/Storm as shown on C6
01/18/2008	FB-10510.00-2	Revised Partial Roof Framing Plan for Elevator Doghouse
01/28/2008	FB-10510.00-3	Masonry Block Schedule Update
02/01/2008	FB-10510.00-4	Revised Embed Plate Schedule, Canopy Plans and Details, and Beam Splice Schedule

Supplemental Design Documents

Description	Date
Report on Geotechnical Investigation on Pima Center I, submitted by Speedie and Associates, Project Number 041163SA	08/23/2004

Other Documents

N/A

Subcontractor acknowledges that Contractor has made available to Subcontractor all of the Subcontract Documents, and Subcontractor shall be responsible for obtaining copies pertinent to its Work. Subcontractor represents that it has carefully examined the Subcontract Documents.

Modifications and Clarifications

This Subcontract includes, but is not limited to, the following items:

- 1 Subcontractor shall use Salt River Pima Maricopa Indian Community suppliers and laborers whenever possible.
- 2 Subcontractor shall endorse its Commercial General Liability, and Umbrella/Excess Liability policies (as defined in Rider C) to add the following names as "additional insureds": Opus West Construction Corporation, Opus West Corporation, PC 101, Inc., and Pima Center 101, L.L.C.

This Subcontract excludes the following:

- 1 Gross receipts tax
- 2 Performance or payment bond
- 3 General building permit

2. Schedule. Subcontractor will achieve the following milestones (referred to as the "Schedule"):

N/A

Schedule Notes

1. In accordance with the attached Opus Pima Center I - Building E Construction Schedule dated September 24, 2007.
2. In accordance with mutually agreed requirements as described in periodic project schedules and Superintendent's two and three week schedules.

3. Subcontract Sum Breakdown. The breakdown of the Subcontract Sum is as follows:

Subcontract Recap

Sub-Job Number	Sub-Job Name	Name	Rate
10510.00	Pima Center I - Building E	Base Bid: Acoustical Ceilings	\$4,200.00
Total			\$ 4,200.00

Subcontract Sum Breakdown

Name	Account Code	Amount
Acoustical Ceilings - Subcontract	10510.00-F10-09510.00-S	\$4,200.00
Total		\$4,200.00

4. Unit Pricing.

If requested by Contractor, Subcontractor will provide additional units of work, as directed, at the unit prices set forth below. Unit prices will apply to all building construction and will include, without limitation, all material, labor, equipment, compensation, general conditions, benefits, overhead, clean-up, supervision, profit, parking, shop drawings, small tools and all sales, use and other applicable taxes. Unit prices do not include design. Unit prices will also apply to net quantity changes in the Work made pursuant to the Subcontract Documents.

The following unit prices shall be in effect for the duration of the project:

Unit Price List

Name	Rate	Quantity UOM
Acoustical Ceiling (Includes Skill, Labor, Material, and Equipment)	\$1.87	Sq Foot

5. Alternates.

If requested by Contractor, Subcontractor will promptly provide the alternate work set forth below for the stated amount. When requested by Contractor, the alternate work will become part of the Work defined in Paragraph 1 above.

Alternates

N/A

The alternate prices shall be in effect for the duration of the project:

Alternates Notes

END OF RIDER A

RIDER B

This Rider B is attached to and made a part of the Subcontract between **Opus West Construction Corporation** and **Eliason & Knuth of Arizona, Inc.** dated **02/04/2008**. All capitalized terms used but not defined in this Rider B have the meaning ascribed to them in the Subcontract or the General Conditions of Subcontract, as applicable. To the extent of any conflict between the provisions of this Rider B and the provisions of any other Subcontract Document, this Rider B shall be controlling.

Section 1. Licensing.

Subcontractor represents and warrants that it and each of its Sub-subcontractors are and will remain duly and validly licensed to the full extent required under all applicable Laws for the performance by each such party of their respective portion of the Work under this Subcontract, and that each such party shall maintain such required license(s) in good standing throughout the full and complete performance of the Work by such party hereunder. Subcontractor will submit proof of such licensure to Contractor upon request.

Section 2. Change Orders.

Any "Change Order" shall be set forth in writing, on Contractor's form, signed by an authorized representative of Contractor, and shall be executed by Contractor prior to Subcontractor proceeding with the requested change in the Work under the applicable conditions of the Subcontract Documents.

Section 3. Pay When and If Paid.

At all times Subcontractor shall be paid only to the extent that Contractor has been paid by Owner for the Work performed by Subcontractor. Notwithstanding any other provision of this Subcontract, and notwithstanding any provisions between Contractor and Owner with respect to payment, the parties agree that payment by Owner to Contractor shall be an express condition precedent to Contractor's obligation to pay Subcontractor. The parties clearly and unambiguously agree that payment by Contractor to Subcontractor is expressly contingent upon Contractor receiving its funds from progress and final payments received from Owner. All payments to Subcontractor shall be made by the Contractor solely out of the progress and final payments funds actually received by the Contractor from the Owner, and from no other source whatsoever. Subcontractor acknowledges that it is sharing, to the extent of payments to be made to Subcontractor, in the risk that Owner may fail to make one or more payments to the Contractor for all or a portion of the Work.

Section 4. Title to Work.

Title to all Work, including materials, equipment, and systems, covered by an Application for Payment, whether incorporated in the Project or not, will pass to Contractor and Owner upon the earlier of (a) receipt of such payment (net of any retainage), or (b) incorporation of such Work into the Project.

Section 5. Indemnification

(a) Subject to Subsections (b) and (c) below, Subcontractor will defend, indemnify and hold harmless Contractor, Owner and Architect/Engineer, and their respective officers, directors, partners, members, agents, and employees (each, an "Indemnitee" and collectively, the "Indemnitees") from and against any and all claims, demands, obligations, actions, causes of action, damages, costs, losses, liabilities and expenses (including, without limitation, attorneys' fees and costs and other litigation, mediation, arbitration, or dispute resolution expenses), arising from or in any way connected with Subcontractor's performance or non-performance of this Subcontract (all of the foregoing being referred to as "Claims"). Any such defense of an Indemnitee will be provided by Subcontractor by legal counsel reasonably satisfactory to such Indemnitee. Subject to Subsections (b) and (c) below, Subcontractor's obligations to defend and indemnify (i) include (without limitation) all Claims, whether occurring before, during or after the performance of this Subcontract, which arise from or relate to the activities, products, actions or omissions of Subcontractor, its Sub-subcontractors, anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable (collectively, the "Subcontractor Parties"); (ii) shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Subcontractor or any Subcontractor Party under workers' or workman's compensation acts, disability acts, other employee benefits acts, or any insurance required to be carried by Subcontractor under the Subcontract Documents; and (iii) specifically and expressly include (without limitation) any Claims caused in part by the negligence (whether active or passive) or other misconduct of any Indemnitee. Subcontractor's failure to procure specific contractual liability and other types of insurance for the benefit of any Indemnitee, as required under the Subcontract Documents, will not render the foregoing provisions unenforceable under any applicable law.

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(b) Notwithstanding the provisions of Subsection (a) above, Subcontractor is not obligated to indemnify an Indemnitee for a Claim which is ultimately determined, upon final adjudication, settlement or other resolution of the Claim ("Finally Determined"), to have been caused solely by the active negligence or willful misconduct of that Indemnitee; provided, however, that this exception does not limit or relieve Subcontractor's defense obligations prior to the Claim being so Finally Determined or Subcontractor's obligations to indemnify all other Indemnitees which are not Finally Determined to have participated in such negligence or misconduct.

(c) The parties intend that Subcontractor's indemnity and defense obligations under this Subcontract will be enforced to the fullest extent allowable under applicable law, and agree that if any of the provisions of this Section are, to any extent, held to be invalid, illegal or unenforceable for any reason, any remaining portion thereof and all other provisions of this Section will not be affected by such holding, but will remain valid and in force to the fullest extent permitted by law.

END OF RIDER B

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RIDER C

This Rider C is attached to and made a part of the Subcontract between **Opus West Construction Corporation**, and **Eliason & Knuth of Arizona, Inc.** dated **02/04/2008**. All capitalized terms used but not defined in this Rider "C" have the meaning ascribed to them in the Subcontract or General Conditions of Subcontract, as applicable.

- I Liability/Worker's Compensation Insurance. Prior to commencing the Work, Subcontractor shall purchase and maintain during the progress of the Work and any periods of warranty and additional work performed by Subcontractor, insurance that will protect against claims for bodily injury, death, damage to property or other damages arising out of or in connection with the performance of the Work (including warranty and additional work) by Subcontractor, Sub-subcontractor or by anyone employed by any of them, or by anyone for whose acts any of them may be liable. Subcontractor's liability insurance may be maintained in a combination of primary and umbrella policies, and the cost of such insurance shall be included in the Subcontract Sum. Subcontractor's policies of insurance shall have the following minimum limits, coverage and requirements:

- | | |
|--|---|
| (a) Workers' Compensation | Statutory Limits |
| Employer's Liability, including "Stop Gap" coverage and USL&H if applicable | \$1,000,000 each accident
\$1,000,000 disease-policy limit
\$1,000,000 disease-each employee |
| Commercial General Liability
(Electrical, HVAC, Plumbing, Fire Protection Sprinkler, Steel Erection, Elevator, Excavating, Roofing, Foundation and Curtain Wall Subcontractors) | \$5,000,000 each occurrence
\$5,000,000 products/completed operations aggregate
\$5,000,000 general aggregate (minimum \$2,000,000 per project) |
| Commercial General Liability
(All Other Subcontractors) | \$2,000,000 each occurrence
\$2,000,000 products/completed operations aggregate
\$2,000,000 general aggregate (per project) |
| Commercial Automobile Liability | \$1,000,000 any one accident or loss |
| Professional Liability (to the extent required of Subcontractor under the Subcontract Documents) | \$1,000,000 each claim
\$1,000,000 annual aggregate |
- (b) The Commercial General Liability insurance required under Paragraph 1(a) will (i) be on ISO Form CG 00 01 or its equivalent, (ii) include coverage for products/completed operations, (iii) be maintained for a period of three (3) years after completion of the Work, (iv) specifically cover as "insured contracts" the Subcontractor's indemnity obligations as set forth in this Subcontract and other contractual indemnities assumed by the Subcontractor under the Subcontract Documents and (v) provide a \$2,000,000 minimum general aggregate limit of liability on a per project basis.

The Commercial Automobile Liability insurance required under Paragraph 1(a) will include coverage for all owned, hired and non-owned automobiles. Professional Liability, if applicable to the Subcontractor's Work, shall be maintained for a period of three (3) years after completion of the Work. Any retroactive date on such Professional Liability policy shall be prior to the commencement of any Work under this Subcontract.
 - (c) Employer's Liability, Commercial General Liability and Automobile Liability insurance may be arranged under separate policies for the full minimum limits required, or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability policy.
 - (d) The Subcontractor shall endorse its Commercial General Liability, Commercial Automobile Liability, and Umbrella/Excess Liability policies to add the Contractor and the Owner (and others as specifically required by the Subcontract Documents) as "additional insureds". Such insurance afforded to the Contractor and the Owner as "additional insureds" under the Subcontractor's policies will be primary insurance and not excess over, or contributing with, any insurance purchased or maintained by the Contractor or the Owner. The "additional insured" endorsement to Subcontractor's Commercial General Liability policy will be on ISO Form 20 10 07 04 and 20 37 07 04 or their equivalent and will include coverage for ongoing and completed operations.
 - (e) All insurance policies required under Paragraph 1 or the Subcontract Documents will (i) be issued by insurance companies that have an A.M. Best rating of A- VII or better and (ii) contain a provision that coverage afforded thereunder shall not be cancelled or restrictive modifications added, without thirty (30) days prior written notice by certified mail to the Contractor. If Subcontractor fails to purchase and maintain the insurance coverage required herein, Contractor may, but shall not be obligated to, obtain such insurance and either charge all costs for such insurance to the Subcontractor or offset the costs of such insurance against amounts due Subcontractor under the Subcontract.
 - (f) Certificates of Insurance will be filed with the Contractor prior to the start of the Subcontractor's Work on the Project Site. Such Certificates of Insurance will be in a form and substance acceptable to the Contractor and will provide satisfactory evidence that the Subcontractor has complied with all insurance requirements, including Contractor's, Owner's and any other required parties status as "additional insureds".
 - (g) Contractor may exclude Subcontractor from the Project Site and withhold payments to Subcontractor until a properly executed certificate of insurance evidencing the insurance required herein is received by Contractor.
 - (h) It is understood and agreed that the insurance coverages and limits required by this Subcontract shall not limit the extent of Subcontractor's responsibilities and liabilities specified within the Subcontract documents or under law.

2 Contractor's Builder's Risk Insurance:

- 2.1 Unless otherwise provided in the Subcontract Documents, Contractor will cause builder's risk insurance to be purchased and maintained with a "causes of loss" or equivalent policy form covering work to be performed by Contractor (including those working for or under Contractor) at the Project Site to the full insurable value thereof, on a replacement cost basis and subject to reasonable deductibles. Covered "causes of loss" means risks of direct physical loss or damage to covered property unless specifically excluded or limited under the policy. This insurance will include the interests of Owner, Contractor, Subcontractor and Sub-subcontractors in respect to the work to be performed by Contractor at the Project, and shall insure against perils of fire (with extended coverage), theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, temporary falsework, shoring and forms and debris removal, and such other matters as are insured against in the form of the policy maintained by Contractor. Unless specifically provided in writing, such insurance will not include coverage for any property, structure(s) and contents (whether real or personal) owned by the Owner or third parties existing as of commencement of Contractor's work or otherwise. Contractor will carry earthquake and flood insurance if Contractor deems it appropriate.

To the extent of coverage afforded by builder's risk or any other property or equipment floater insurance applicable to the Work or the Project or equipment used in the performance of the Work or Project, regardless of whether such insurance is owned by or for the benefit of Subcontractor, Contractor or Owner or their respective subcontractors and agents, Contractor and Subcontractor agree to waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Owner and any of its contractors, subcontractors, agents and employees, whether under subrogation or otherwise, for loss or damage to the extent covered by such insurance, except such rights as they may have to the proceeds of such insurance. If policies of insurance referred to in this paragraph require an endorsement to provide for continued coverage where there is a waiver of subrogation, then the owners of such policies will cause them to be so endorsed. A waiver of subrogation shall be effective as to a party even though that party would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the party had an insurable interest in the property damaged.

If (i) the Project suffers an insurable loss, (ii) the loss is due in part to the negligence of Subcontractor and (iii) an insurance deductible amount (not to exceed \$10,000.00) is applied to the loss payable under builder's risk or other property insurance applicable to the Project, Subcontractor will be liable to Contractor for the deductible amount; however, Contractor may, in its discretion, apportion the deductible amount among other parties responsible for the loss. Subcontractor will promptly pay Contractor, upon demand, for any such deductible amount, and Contractor may offset the deductible amount against any amounts due Subcontractor under the Subcontract. Neither Contractor nor Owner represents that builder's risk or property insurance, if any, applicable to the Project or the Work is adequate to protect the interests of Subcontractor. It is Subcontractor's obligation to determine whether it should purchase and maintain supplementary property insurance to protect its interests in the Work.

- 2.2 Any insured loss is to be adjusted by Owner and Contractor and made payable to Contractor, as trustee, or to Owner and Contractor, as joint trustees for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage or loss payable clause.
- 2.3 Subcontractor hereby releases and agrees to defend and indemnify Contractor and Owner from all claims for loss or damage to or loss of use of Subcontractor's property in or about the Project Site and shall purchase such insurance in respect thereto as Subcontractor deems appropriate. Subcontractor shall require a similar release and indemnity by Sub-subcontractors.

END OF RIDER C

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OPUS West Construction Corporation
SUBCONTRACT CHANGE ORDER

Change Order Date: 12/17/2008

Change Order #: 2

To Subcontract Agreement dated: 02/04/2008

Acoustical Ceilings

CON-10510.00-29

09510

TO: Eliason & Knuth of Arizona, Inc.
4010 N. 27th Avenue
Phoenix, AZ 85017

PROJECT: Pima Center I - Building E
9180 E. Via de Ventura
Scottsdale, AZ 85258

CHANGE DETAILS

Item	Description	Amount
1	Subcontractor shall provide all labor, material, equipment and construction services necessary to furnish and install acoustic ceiling grid and tile at the bottom of the exit stairways (Rooms 107 & 121).	\$458.00
		<hr/> \$458.00

SCHEDULE

Completion date of original contract will not be adjusted, unless noted herein.

CONTRACT SUMMARY

Cost Code	Previous Amount	This Change Order	Current Contract Amount
10510.00-F10-09510.00-S	\$4,200.00	\$458.00	\$4,658.00
	<hr/> \$4,200.00	<hr/> \$458.00	<hr/> \$4,658.00
Original Contract Amount.....			\$4,200.00
Previously Approved Change Orders.....			\$0.00
Amount this Change Order.....			\$458.00
Contract Amount to Date.....			\$4,658.00

ACKNOWLEDGEMENT

Please sign and return all original copies

Eliason & Knuth of Arizona, Inc.

OPUS West Construction Corporation

12-30-08
Printed Name Date

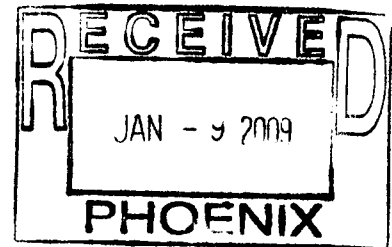
Vincent Genetti
Printed Name Date

Reference this change order number on all Application for Payment documents.

JOB # 4074
SECTION # 2 INT
SUBSECTION ALPHA # B
CC. ROUTE



OPUS West Construction Corporation
SUBCONTRACT CHANGE ORDER



AVC
CAZ

Change Order Date: 12/17/2008
Change Order #: 2
To Subcontract Agreement dated: 02/04/2008
TO: Eliason & Knuth of Arizona, Inc.
4010 N. 27th Avenue
Phoenix, AZ 85017

ELIASON & KNUTH
RECEIVED

JAN 14 REC'D

DRYWALL
PAINT

PROJECT: Pima Center I - Building E
9180 E. Via de Ventura
Scottsdale, AZ 85258

Acoustical Ceilings
CON-10510.00-29
09510

CHANGE DETAILS

Item	Description	Amount
1	Subcontractor shall provide all labor, material, equipment and construction services necessary to furnish and install acoustic ceiling grid and tile at the bottom of the exit stairways (Rooms 107 & 121).	\$458.00
		<u>\$458.00</u>

SCHEDULE

Completion date of original contract will not be adjusted, unless noted herein.

CONTRACT SUMMARY

Cost Code	Previous Amount	This Change Order	Current Contract Amount
10510.00-F10-09510.00-S	\$4,200.00	\$458.00	\$4,658.00
	\$4,200.00	\$458.00	\$4,658.00
Original Contract Amount.....			\$4,200.00
Previously Approved Change Orders.....			\$0.00
Amount this Change Order.....			\$458.00
Contract Amount to Date.....			\$4,658.00

ACKNOWLEDGEMENT

Please sign and return all original copies

Eliason & Knuth of Arizona, Inc.

OPUS West Construction Corporation

Chad Washam

Vincent Genetti

Chad Washam 12-30-08
Printed Name Date

Vincent Genetti 1/5/08
Printed Name Date

Reference this change order number on all Application for Payment documents.

AVG
CAZ



Opus West Construction Corporation
SUBCONTRACT CHANGE ORDER



Acoustical Ceilings

CON-10510.00-29

ELIASON & KNUTH
RECEIVED 09510

OCT 13 2008

DRYWALL ☐
PAINT ☐

Change Order Date: 09/17/2008

Change Order #: 1

To Subcontract Agreement dated: 02/04/2008

TO: Eliason & Knuth of Arizona, Inc.
3875 N. 28th Avenue
Phoenix, AZ 85017

PROJECT: Pima Center I - Building E
9180 E. Via de Ventura
Scottsdale, AZ 85258

CHANGE DETAILS

Item	Description	Amount
1	Subcontractor shall furnish all skill, labor, material and equipment necessary or required to complete the Project per the revised schedule dated September 4, 2008 issued in Field Bulletin #14 (FB-10510.00-14) dated September 12, 2008.	\$0.00
		<u>\$0.00</u>

SCHEDULE

Completion date of original contract will not be adjusted, unless noted herein.

The substantial completion date listed in the subcontract agreement shall be changed from August 05, 2008 to February 19, 2009.

CONTRACT SUMMARY

Cost Code	Previous Amount	This Change Order	Current Contract Amount
10510.00-F10-09510.00-S	\$4,200.00	\$0.00	\$4,200.00
	<u>\$4,200.00</u>	<u>\$0.00</u>	<u>\$4,200.00</u>
Original Contract Amount.....			\$4,200.00
Previously Approved Change Orders.....			\$0.00
Amount this Change Order.....			\$0.00
Contract Amount to Date.....			\$4,200.00

ACKNOWLEDGEMENT

Please sign and return all original copies

Eliason & Knuth of Arizona, Inc.

Opus West Construction Corporation

Kim DeBacco

Vincent Genetti

Kim DeBacco

09/23/08

Ryan Hulet Vincent Genetti

07 Oct 2008

Printed Name

Date

Printed Name

Date

Reference this change order number on all Application for Payment documents.



SUBCONTRACTOR APPLICATION FOR PAYMENT

Project Name: Pima Center I - Building E
Subcontractor: Eliason & Knuth of Arizona, Inc.
Supplier #: 1007075
Address: 4010 N. 27th Avenue
Phoenix, AZ 85017
Phone: 602-269-8566
Remittance Address : OPUS West Construction Corporation
Attn : Accounts Payable
2555 East Camelback Road, Suite 800
Phoenix, AZ 85016

Project Number: 10510
Date of Application: 02/25/09
Application Number: 120201075
Period From: 02/01 Period To: 02/28/09

4074

CONTRACT INFORMATION

ITEM	SALES TAX \$(if applicable)	TOTAL (\$)
ORIGINAL CONTRACT AMOUNT		\$4,200.00
OPUS APPROVED CHANGE ORDER thru # 2		\$458.00
CONTRACT AMOUNT TO DATE TOTAL		\$4,658.00

APPLICATION INFORMATION

A Total Completed & Stored to Date \$ 4,658.00
B Less Retainage 10 % \$ 0
C Total Earned less Retainage (A - B) \$ 4,658.00
D Less Previous Billings (previous req's line C) \$ 4,192.20
E Current Payment Due (C - D) \$ 465.80
F Balance to Finish, Plus Retainage (H - A + B)
G Current Gross Amount Completed This Period \$ 4,658.00

SUBCONTRACTOR:

Eliason & Knuth of Arizona, Inc.

Supplier #: 1007075

BY:

DATE:

APPLICATION BREAKDOWN

THIS SECTION MUST BE COMPLETED IN ORDER FOR THIS PAYMENT TO BE PROCESSED BY OPUS

Account Code	Description	Current Contract Amount	Work Completed		Total Work Complete	Percent Complete	Retainage This Application	Net Payment
			From Previous Application	This Period				
10510.00-F10-09510.00-S	Acoustical Ceilings - Subcontract	\$4,658.00	4,192.20	465.80	4,658.00	100	0	4,658.00
	Total	\$4,658.00	4,192.20	465.80	4,658.00	100	0	4,658.00
			H	I	G	A	J	K

Entered By : _____
Accounting Date

Approved By : _____
Project Manager Date

SHADED AREA FOR OPUS ACCOUNTING USE ONLY

Vendor ID	Vendor Inv. #	Date	G/L Exp
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CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

Project: Pinna Center 1 - Building E
Job No.: 10510

On receipt by the undersigned of a check from Opus West
(Maker of check) in the sum of \$ 465.80 (Amount of Check) payable to
Ea Kof Phoenix Inc (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, 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 job of
Pinna Center 1 - Building E (Owner) located at
Scrubville AZ (Job Description). This release covers the
final payment to the undersigned for all labor, services, equipment or materials furnished
to the jobsite or to Opus West (Person with
whom undersigned contracted), except for disputed claims in the amount of
\$ 0. 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 final 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.

Dated: 10/26/09

Ea Kof Phoenix
(Company Name)

By: Jim DeBacco
(Signature)

of Mer
(Title)



OPUS

SUBCONTRACTOR APPLICATION FOR PAYMENT

Project Name: Pima Center I - Building E Project Number: 10510
 Subcontractor: Eliason & Knuth of Arizona, Inc. Date of Application: 12/21/08
 Supplier #: 1007075
 Address: 3875 N. 28th Avenue Application Number: TWO
 Phoenix, AZ 85017 Period From: 12/1/08 Period To: 12/30/08
 Phone: 602-269-8566
 Remittance Address: Opus West Construction Corporation Attn: Chantel
 Attn: Accounts Payable
 2555 East Camelback Road, Suite 800
 Phoenix, AZ 85016

CONTRACT INFORMATION

ITEM	SALES TAX \$(if applicable)	TOTAL (\$)
ORIGINAL CONTRACT AMOUNT		\$4,200.00
OPUS APPROVED CHANGE ORDER # 1 thru #		
CONTRACT AMOUNT TO DATE TOTAL		\$4,200.00

APPLICATION INFORMATION

A Total Completed & Stored to Date \$ 4200.00
 B Less Retainage 10 % \$ (420.00)
 C Total Earned less Retainage (A - B) \$ 3780.00
 D Less Previous Billings (previous req's line C) \$ 22140.00
 E Current Payment Due (C - D) \$ 1620.00
 F Balance to Finish, Plus Retainage (H - A + B) \$ 420.00
 G Current Gross Amount Completed This Period \$ 1800.00

SUBCONTRACTOR: Eliason & Knuth of Arizona, Inc. Supplier #: 1007075
 BY: [Signature]
 DATE: 12/21/08

APPLICATION BREAKDOWN

THIS SECTION MUST BE COMPLETED IN ORDER FOR THIS PAYMENT TO BE PROCESSED BY OPUS

Account Code	Description	Current Contract Amount	Work Completed		Total Work Complete	Percent Complete	Retainage This Application	Net Payment
			From Previous Application	This Period				
10510.00-F10-09510.00-S	Acoustical Ceilings - Subcontract	\$4,200.00	2400.	1800	4200	100	(180)	1620
	Total	\$4,200.00						
		H	I	G	A	J	K	E

Entered By: _____ Accounting Date _____ Approved By: _____ Project Manager Date _____

SHADED AREA FOR OPUS ACCOUNTING USE ONLY

Vendor ID	Vendor Inv. #	Date	G/L Exp



CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project: Pima Center 1-Bldg E
Job No.: 10510

On receipt by the undersigned of a check from Opus West Construction
(Maker of check) in the sum of \$ 11620.00 (Amount of Check) payable to
Eck of Phoenix Inc. (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, 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 job of
Pima Center 1-Bldg E (Owner) located at
918 DE Via De Ventura (Job Description) to the following extent. This
release covers a progress payment for all labor, services, equipment or materials
furnished to the jobsite or to Opus West Construction
(Person with whom undersigned contracted) through 12/30/08 (Date) 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, 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, 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.

Dated: 12/21/08

Eck of Phoenix Inc
(Company Name)

By: Jim DeMacco
(Signature)

OFC MGR
(Title)



OPUS

SUBCONTRACTOR APPLICATION FOR PAYMENT

Project Name: Pima Center I - Building E Project Number: 10510
 Subcontractor: Eliason & Knuth of Arizona, Inc. Date of Application: 12/21/08
 Supplier #: 1007075
 Address: 3875 N. 28th Avenue Application Number: Three
 Phoenix, AZ 85017 Period From: 12/01/08 Period To: 12/30/08
 Phone: 602-269-8566
 Remittance Address: Opus West Construction Corporation Attn: Chantel
 Attn: Accounts Payable
 2555 East Camelback Road, Suite 800
 Phoenix, AZ 85016

CONTRACT INFORMATION

ITEM	SALES TAX \$(if applicable)	TOTAL (\$)
ORIGINAL CONTRACT AMOUNT		\$4,200.00
OPUS APPROVED CHANGE ORDER # 1 thru #		
CONTRACT AMOUNT TO DATE TOTAL		\$4,200.00

APPLICATION INFORMATION

A Total Completed & Stored to Date \$ 4200.00
 B Less Retainage X % \$ 0
 C Total Earned less Retainage (A - B) \$ 4200.00
 D Less Previous Billings (previous req's line C) \$ 3780.00
 E Current Payment Due (C - D) \$ 420.00
 F Balance to Finish, Plus Retainage (H - A + B) \$ 0
 G Current Gross Amount Completed This Period \$ 420.00

SUBCONTRACTOR:

Eliason & Knuth of Arizona, Inc.

Supplier #: 1007075

BY:

Dem DeRacco

DATE:

12/21/08

APPLICATION BREAKDOWN

THIS SECTION MUST BE COMPLETED IN ORDER FOR THIS PAYMENT TO BE PROCESSED BY OPUS

Account Code	Description	Current Contract Amount	Work Completed		Total Work Complete	Percent Complete	Retainage This Application	Net Payment
			From Previous Application	This Period				
10510.00-F10-09510.00-S	Acoustical Ceilings - Subcontract	\$4,200.00	3780	420	4200	100	-	420
	Total	\$4,200.00						
		H	I	G	A	J	K	E

Entered By :

Accounting

Date

Approved By :

Project Manager

Date

SHADED AREA FOR OPUS ACCOUNTING USE ONLY

Vendor ID	Vendor Inv. #	Date	G/L Exp
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OPUS

SUBCONTRACTOR APPLICATION FOR PAYMENT

Project Name: Pima Center I - Building E Project Number: 10510
 Subcontractor: Eliason & Knuth of Arizona, Inc. Date of Application: 10/24/08
 Supplier #: 1007075
 Address: 3875 N. 28th Avenue Application Number: ONE - REVISED
 Phoenix, AZ 85017 Period From: 10/01 Period To: 10/30
 Phone: 602-269-8566
 Remittance Address: Opus West Construction Corporation Attn:
 Attn: Accounts Payable
 2555 East Camelback Road, Suite 800
 Phoenix, AZ 85016

CONTRACT INFORMATION

ITEM	SALES TAX \$(if applicable)	TOTAL (\$)
ORIGINAL CONTRACT AMOUNT		\$4,200.00
OPUS APPROVED CHANGE ORDER # 1 thru #		
CONTRACT AMOUNT TO DATE TOTAL		\$4,200.00

APPLICATION INFORMATION

A Total Completed & Stored to Date \$ 2400.00
 B Less Retainage 10 % \$ 240.00
 C Total Earned less Retainage (A - B) \$ 2160.00
 D Less Previous Billings (previous req's line C) \$ 0
 E Current Payment Due (C - D) \$ 2160.00
 F Balance to Finish, Plus Retainage (H - A + B) \$ 1800.00
 G Current Gross Amount Completed This Period \$ 2400.00

SUBCONTRACTOR: Eliason & Knuth of Arizona, Inc. Supplier #: 1007075

BY: Sam DeMarco

DATE: 10/24/2008

APPLICATION BREAKDOWN

THIS SECTION MUST BE COMPLETED IN ORDER FOR THIS PAYMENT TO BE PROCESSED BY OPUS

Account Code	Description	Current Contract Amount	Work Completed		Total Work Complete	Percent Complete	Retainage This Application	Net Payment
			From Previous Application	This Period				
10510.00-F10-09510.00-S	Acoustical Ceilings - Subcontract	\$4,200.00	0	2400	2400	50	240	2160
	Total	\$4,200.00						
		H	I	G	A	J	K	E

Entered By: _____ Accounting Date _____ Approved By: _____ Project Manager Date _____

SHADED AREA FOR OPUS ACCOUNTING USE ONLY

Vendor ID	Vendor Inv. #	Date	G/L Exp



CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project: Pima Center 1-Bldg E
Job No.: 10510

On receipt by the undersigned of a check from Opus West Construction (Maker of check) in the sum of \$ 2160.00 (Amount of Check) payable to E & K of Phoenix Inc. (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, 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 job of Pima Center 1-Bldg E (Owner) located at 9180 E. Via De Ventura (Job Description) to the following extent. This release covers a progress payment for all labor, services, equipment or materials furnished to the jobsite or to Opus West Construction (Person with whom undersigned contracted) through 10/30/08 (Date) 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, 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, 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.

Dated: 10/24/08

E & K of Phoenix Inc.
(Company Name)

By: Tom DeBacco
(Signature)

OFFICE MANAGER
(Title)

ARIZONA PRELIMINARY TWENTY DAY NOTICE
IN ACCORDANCE WITH ARIZONA REVISED STATUTES SECTION 33-992.01,
THIS IS NOT A LIEN AND THIS IS NOT A REFLECTION ON THE INTEGRITY OF ANY CONTRACTOR OR SUBCONTRACTOR.

COPY ALSO SENT TO PROPERTY OWNERSHIP:
CERTAIN ALLOTTED MEMBERS OF THE
SALT RIVER PIMA MARICOPA INDIAN
COMMUNITY
8800 E CHAPARRAL ROAD # 300
SCOTTSDALE, AZ 85250-2816

YOU ARE HEREBY NOTIFIED THAT THE CLAIMANT:

12792199

E & K OF PHOENIX INC
3875 N 28TH AVE
PHOENIX, AZ 85017
602-269-8566 4074

A. Construction Lender or Reputed Construction Lender and/or Assigns or Bonding Entity:

BANK OF AMERICA N A
ATTN: NANCY ALONZO
MAIL CODE: AZ1-200-22-17
201 E WASHINGTON ST 22ND FLOOR
PHOENIX, AZ 85004

NOTICE TO PROPERTY OWNER

If bills are not paid in full for the labor, professional services, materials, machinery, fixtures or tools furnished, or to be furnished, a mechanic's lien leading to the loss, through court foreclosure proceedings, of all or part of your property being improved may be placed against the property. You may wish to protect yourself against this consequence by either:

1. Requiring your contractor to furnish a conditional waiver and release pursuant to Arizona Revised Statutes section 33-1008, subsection D, paragraphs 1 and 3 signed by the person or firm giving you this notice before you make payment to your contractor.
2. Requiring your contractor to furnish an unconditional waiver and release pursuant to Arizona Revised Statutes section 33-1008, subsection D, paragraphs 2 and 4 signed by the person or firm giving you this notice after you make payment to your contractor.
3. Using any other method or device that is appropriate under the circumstances.

B. Owner or Reputed Owner or Public Agency or Tenant:

P C 101 INC
% OPUS WEST CORPORATION
2555 E CAMELBACK RD # 800
PHOENIX, AZ 85016
602-468-7000

ADDITIONAL NOTICE TO PROPERTY OWNER AND ALL INTERESTED PARTIES

Within ten days of the receipt of this preliminary twenty day notice the owner or other interested party is required to furnish all information necessary to correct any inaccuracies in the notice pursuant to Arizona Revised Statutes section 33-992.01, subsection I or lose as a defense any inaccuracy of that information.

Within ten days of the receipt of this preliminary twenty day notice if any payment bond has been recorded in compliance with Arizona Revised Statutes section 33-1003, the owner must provide a copy of the payment bond including the name and address of the surety company and bonding agent providing the payment bond to the person who has given the preliminary twenty notice. In the event that the owner or other interested party fails to provide the bond information within that ten day period, the claimant shall retain lien rights to the extent precluded or prejudiced from asserting a claim against the bond as a result of not timely receiving the bond information.

C. Original, General or Reputed Contractor:

OPUS WEST CONSTRUCTION CORPORATION
2555 E CAMELBACK RD #800
PHOENIX, AZ 85016
602-468-7000

has furnished or will furnish labor, professional services, materials, machinery, fixtures or tools of the following general description:

LABOR & MATERIALS FOR DRYWALL AND METAL FRAMING WORK

In the construction, alteration or repair of the building, structure or improvement located at:

OPUS PIMA CENTER I, BUILDING E
9180 E VIA DE VENTURA
SCOTTSDALE, AZ 85258

Information concerning the legal description of the jobsite:

PLEASE SEE ENCLOSED SHEET. THANK YOU

RECEIVED

MAR 25 2008

SRPMIC
Office of the General Counsel

The above information needs verification if a lien is filed.

The name and address of the person or firm who's contracted with above claimant:

OPUS WEST CONSTRUCTION CORPORATION
2555 E CAMELBACK RD #800
PHOENIX, AZ 85016
602-468-7000 4074

REFER TO OPUS JOB # 10510.00.

Estimate of total price of labor, professional services, materials, machinery, fixtures or tools furnished or to be furnished is:

\$***5,040.00****

Plus, if necessary, reasonable attorney fees, costs of collection, and costs of suit.

X SIGNATURE AND TITLE ON FILE

(signature) (title)
 for **E & K OF PHOENIX INC**

DATED AND
 MAILED THE **21ST** DAY OF **MAR, 2008**
 Prepared and sent by:

JOYCE'S SERVICES CORPORATION
P.O. BOX 27388, TEMPE, ARIZONA 85285-7388
(480) 820-3343 FAX (480) 820-5862