

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:	
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-family: cursive; font-size: 1.2em;">L.R. Borelli, Inc. dba Partitions and Accessories Co. 1220 S. Pasadena Mesa, AZ 85210</div>	<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: (If known) Filed on:	
Name and address where notices should be sent: <div style="font-family: cursive; font-size: 1.2em;">Partitions and Accessories Co. 1220 S. Pasadena Mesa, AZ 85210</div> Telephone number: 480 9696606 Email Address: paracc@partitionsco.com	<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:		
1. Amount of Claim as of Date Case Filed: \$ <u>3548.00</u> 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 checked="" 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.	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 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 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 type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. §507 (a)(). Amount entitled to priority: <div style="text-align: center;">\$</div>	
2. Basis for Claim: <u>Good Will, Services Performed</u> (See instruction #2 on reverse side.)		
3. Last four digits of any number by which creditor identifies debtor: <u>8600</u> 3a. Debtor may have scheduled account as: _____ (See instruction §3a on reverse side).		
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 checked="" type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Equipment <input type="checkbox"/> Other Value of Property: \$ <u>3548.00</u> Annual Interest Rate: <u>18</u> % Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ <u>3760.88</u> Basis for perfection: _____ Amount Unsecured: \$ <u>0</u>		
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: 1.5em; font-family: cursive;">7/28/09</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-family: cursive; font-size: 1.5em;">Jill J. King Vice President</div>	
		FOR COURT USE ONLY

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)

FILED

AUG 06 2009

BMC GROUP

OPUS WEST



00053

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.

Notice of Chapter 11 Bankruptcy Cases, Meeting of Creditors, & Deadlines

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.



PARTITIONS & ACCESSORIES CO.

1220 South Pasadena

Mesa, Arizona 85210

Phone (480) 969-6606

Fax (480) 833-5524

Monday, August 03, 2009

TRANSMITTAL

Opus West Corporation, et al
c/o BMC Group
PO Box 3020
Chanhassen, MN 55317-3020

Re: Creditor Secured Claim

Prepared by: Stephanie Taylor

We are sending you,

Copies

Description

1	Proof of Claim form – B10 (GCG)(12/08)
1	Mechanics Lien with supporting documents (8 pgs)
1	Progress Invoice w/pay applications
1	Retention Invoice w/pay application
1	subcontract agreement (2 pgs)

MEMO:

To better assist you when calling Partitions & Accessories Co. regarding this transmittal, please reference **Project No. J-111962** Also reference this same number on any correspondence related to this project. Thank you.

Contact Information:

Stephanie Taylor
Phone: 480-969-6606 ext. 225
Fax: 480-833-5524
Email: stephanie@partitionsco.com

Respectfully,
Stephanie Taylor

WHEN RECORDED PLEASE RETURN TO:
VAN RYLIN ASSOCIATES, INC.
P.O. BOX 36953
TUCSON, AZ 85740-6953

P&AAMERICANALARM-8-1-1--
mcdevitttr

PARTITIONS & ACCESSORIES
COMPANY;
CLAIMANT,
VS
OPUS WEST CONSTRUCTION CORP.
ORIGINAL CONTRACTOR
AND
AMERICAN ALARM
PROJECT OWNER AND LESSEE
AND
OPUS WEST CONSTRUCTION CORP
-----OWNER AND LESSOR --
STATE OF ARIZONA)
)SS
COUNTY OF MARICOPA)

) NOTICE AND CLAIM OF
) MATERIALMAN AND MECHANIC'S LIEN
) A.R.S. §33-993 (A)

CUSTOMER COPY
PLEASE DO NOT RETURN

JANET SUMMERS, being first duly sworn upon my oath depose and say that:

1. That I am the President of Van Rylin Associates, Inc. acting in their capacity as Limited Agents for and authorized by Partitions & Accessories Company, 1220 South Pasadena Mesa, AZ 85210 hereinafter referred to as "Claimant". That Jill J. King, Vice-President for Partitions & Accessories Company has knowledge of and has provided the facts as contained herein. That to the best of my knowledge and belief and with the information as provided, I make this affidavit for and on behalf of said Company/Corporation.
2. That claimant is duly and appropriately licensed and registered by the State of Arizona as provided for in the Statutes and as such has supplied Partitions & Accessories delivered and installed and related Construction Services, related contracting, related building materials, tools, equipment, consulting and labor sufficient to complete the scope of work as outlined, pursuant to the agreement on the common areas, rights of way, easements, lots, blocks, and the structures for the improvement on the real property and option interests if appropriate, as described as follows:

THE AMERICAN ALARM T.I.
AT GLENDALE CORPORATE CENTER BUILDING C
5365 NORTH 99TH AVENUE
GLENDALE, MARICOPA COUNTY, ARIZONA

APN: 102 14 021

CONTAINED IN LOT 3 OF GLENDALE CORPORATE CENTER

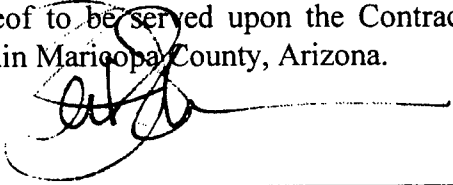
ACCORDING TO BOOK 976 PAGE 30

MORE PARTICULARLY IN DEED 2008 0201263

RECORDS OF MARICOPA COUNTY, STATE OF ARIZONA.

3. That the names of the Owners or Reputed Owners of the hereinabove described real property and the improvements thereon are Opus West Corporation, 2555 East Camelback Road Suite 800, Phoenix AZ 85016 as owner and lessor; American Alarm, 6808 North Dysart Road, Glendale AZ 85307 2231 as project owner and lessee
4. That Claimant furnished said Services, Materials and Labor pursuant to an agreement with Opus West Construction Corporation, 2555 East Camelback Road, Suite 800, Phoenix AZ 85016, the Original Contractor on the above-described project of improvement at the time of construction. A Copy of proposal is attached marked Exhibit "A" and incorporated herein by this reference.
5. That Claimant believes that they first on February 5, 2009 and last supplied their services labor & materials on February 12, 2009.
6. That said agreement provided that the herein above referenced Contractor/Owner must pay the claimant in full, in cash, to be billed and paid pursuant to the terms of the agreement, paid 30 days net. Said Owner has failed to pay the claimant in full and applicable Arizona Law provides that payment is made within a reasonable period of time after completion of work. In any case, a reasonable period of time after completion of work by Claimant has elapsed without payment.
7. That Claimant's demand after deducting all just credits and offsets is Three thousand Two Hundred Ninety Eight and NO/100 dollars (\$3,298.00) plus Two Hundred Fifty and NO/100 Dollars(\$250.00) in costs for a total owing of Three Thousand Five Hundred Forty Eight and NO/100 Dollars (\$3,548.00) plus 18% per annum from claimant's completion until paid, which constitutes the reasonable value of the Services, Materials and Labor furnished by claimant for which Claimant has not been compensated, plus reasonable attorneys' fees and all future costs incurred in the collection of the hereinabove described debt.
8. That Claimant believes that not more than One Hundred Twenty (120) days has elapsed since the completion of the improvements on the hereinabove described property.
9. That the Arizona Twenty Day Preliminary Notice was served as prescribed in ARS 33-992.01, a copy of which is attached hereto marked exhibit "B" and incorporated herein by this reference.

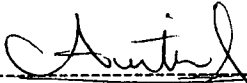
10. That Claimant claims a lien upon the hereinabove described real property and on the structures and improvements thereon and the benefits of the laws of the State of Arizona relating to liens of Mechanics, Materialman, Laborers and others. For the sums due under the above-described agreement and for the purpose of fixing this lien, the claimant has made this Notice and Claim of Lien and delivers the original thereof the County Recorder of Maricopa County, Arizona to be recorded as required by law and causes executed duplicate originals thereof to be served upon the Contractors, Owner and Reputed Owners if they can be found within Maricopa County, Arizona.



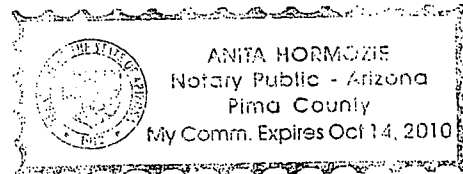
JANET SUMMERS, LIMITED AGENTS FOR AND AUTHORIZED BY
PARTITIONS & ACCESSORIES COMPANY

STATE OF ARIZONA)
)SS
COUNTY OF PIMA)

ACKNOWLEDGED BY AND SUBSCRIBED AND SWORN TO BEFORE ME this 2nd day of June, 2009 by Janet Summers who is known to me to be the Limited Agent for and authorized by Partitions & Accessories Company.



NOTARY PUBLIC
MY COMMISSION EXPIRES: 10, 14, 2010





J-111962

American Alarm @ Glendale Corporate Center I - C / 11223.31
10270 Toilet Accessories
L.R. Borelli, Inc. dba Partitions & Accessories, Co. / Dave Burchett
Contact Phone # 480-969-6606
Contact Fax # 480-969-0459
Payment Terms: Standard

SUBCONTRACT AGREEMENT (Labor and Materials)

This Subcontract Agreement ("Subcontract") is made as of this 19th 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 L.R. Borelli, Inc. dba Partitions & Accessories, Co. ("Subcontractor") with its office located at 1220 S. Pasadena, Mesa, AZ 85210.

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 American Alarm @ Glendale Corporate Center I - C ("Project"), located at 5365 North 99th Avenue, Glendale, AZ 85305 ("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 Opus West Corporation ("Owner").
4. **Architect/Engineer.** The architect and engineers ("Architect/Engineer") of record for the Project are:

Architect:	McCarthy Nordburg, Ltd.
Electrical Engineer:	Associated Engineering, Incorporated
Fire Protection Engineer:	RCI Systems, Inc.
Mechanical Engineer:	AT Mechanical LLC
Plumbing Engineer:	PCE Engineering
Structural Engineer:	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 02/13/2009. 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 \$ 3,298.00 ("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 _____

Nicholas Veldman

CONTRACTOR

Opus West Construction Corporation

By: _____

James Godwin

(Print Name)

Senior Director of Construction

(Title)

(Date)

SUBCONTRACTOR

L.R. Borelli, Inc. dba Partitions & Accessories Co.

By: _____

(Print Name)

Erica L. Falk
Contract Administrator

(Title)

(Date)

RIDER B

This Rider B is attached to and made a part of the Subcontract between OPTIS West Construction Corporation and L.R. Borelli, Inc. dba Partitions & Accessories, Co. dated 12/19/2008. 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 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

**AFFIDAVIT AND PROOF OF SERVICE
ARIZONA PRELIMINARY NOTICE**

JANET SUMMERS DULY SWORN UPON HER OATH DEPOSES AND SAYS:

THAT She is the President of Van Rylin Associates, Inc. who are acting in their capacity As Limited Agents for Partitions and Accessories Company, 1220 South Pasadena mesa, AZ 85210.

That the Arizona Twenty Day Preliminary Notice was Served as Prescribed in A.R.S 33-992.01 - 33-992.02 and Title 34 (The Little Miller Act) on February 12, 2009 on all the parties as listed below for the project located at:

KNOWN AS: American Alarm in Building C at Glendale Corporate Center
5365 North 99th Avenue, Glendale, AZ

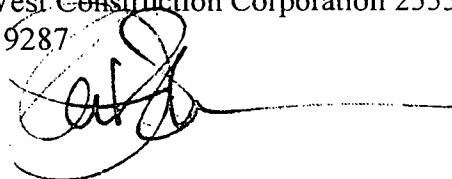
That the Twenty-Day Preliminary Notice was served by First Class Mail Certifications at Prescribed in the Mailing requirements as described in A.R.S. 33-992.02-33-992.03 on the following persons on the above referenced date.

OWNER:

Opus West corporation, 2555 East Camelback Road, Suite 800, Phoenix, AZ 85016 9287
American Alarm, 6808 North Dysart Road, Glendale, AZ 85307- 2231.

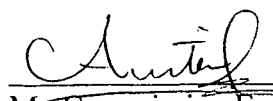
ORIGINAL CONTRACTOR:

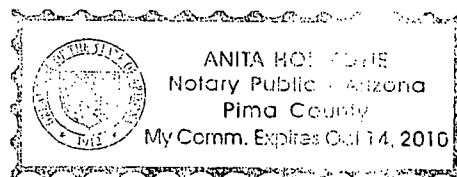
Opus West Construction Corporation 2555 East Camelback Road, Suite 800, Phoenix, AZ 85018- 9287



Janet Summers, acting as Limited Agent for
Partitions and Accessories Company
STATE OF ARIZONA)
)SS
COUNTY OF PIMA)

THIS Instrument was subscribed and sworn to before me this 2nd day of June, 2009 by Janet Summers acting in her capacity as Limited Agents for Partitions and Accessories Company.

 Notary Public
My Commission Expires on: 10/14/2010



ARIZONA PRELIMINARY TWENTY DAY LIEN NOTICE

VAN RYLIN ASSOCIATES, INC.
P.O. BOX 36953
TUCSON, AZ 85740-6953
(520) 797-0797 FAX (520) 742-0200

NOTICE # 638701
WEB REQ# 10040015
AH

The name and address of the person or firm who contracted for the purchase of such labor, materials, machinery, fixtures, tools or professional services is:

ORIGINAL CONTRACTOR
OPUS WEST CONSTRUCTION CORPORATION
2555 E CAMELBACK RD STE 800
PHOENIX AZ 85016-9267

LESSEE/LENDER
AMERICAN ALARM
6808 N DYSART RD
GLENDALE AZ 85307-2231

OWNER OR REPUTED OWNER/LESSOR
OPUS WEST CORPORATION
2555 E CAMELBACK RD STE 800
PHOENIX AZ 85016-9267

IN ACCORDANCE WITH SECTION 33-992.01 AND 33-992.02 ARIZONA REVISED STATUTES, THIS IS NOT A LIEN, THIS IS NOT A REFLECTION ON THE INTEGRITY OF ANY CONTRACTOR OR SUBCONTRACTOR PARTITIONS & ACCESSORIES CO

1220 S PASADENA
MESA AZ 85210

YOU ARE HEREBY NOTIFIED THAT they have furnished or will furnish labor, materials, machinery, fixtures, tools or professional services of the following general description:

Job #: J-111962
BATH ACCESSORIES AND FIRE EXTINGUISHER EQUIPMENT DELIVERED & INSTALLED

in the construction, alteration or repair of the building, structure or improvement located at:
5385 N 99TH AVENUE
and situated upon that certain lot(s) parcel(s) of land in GLENDALE,
MARICOPA County, Arizona, LEGALLY described as follows:

GLENDALE CORPORATE CENTER
AMERICAN ALARM
BUILDING C

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

\$3,298.00 (=) \$3,298.00 Total

NOTICE TO PROPERTY OWNER

If bills are not paid in full for the labor, materials, machinery, fixtures, tools or professional services 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.

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 DAY 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.

DATE: 2/12/2009

BY:

LIMITED AGENT FOR: PARTITIONS & ACCESSORIES CO

NOTICE # 638701

ACKNOWLEDGMENT OF RECEIPT OF PRELIMINARY TWENTY-DAY NOTICE

(Arizona Revised Statutes Section 33-992.01 and 33-992.02)

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

VAN RYLIN ASSOCIATES, INC.
P.O. BOX 36953, Tucson, AZ 85740-6953

This acknowledges receipt on _____ of a copy of this Preliminary Twenty-Day notice at _____

(DATE)

(DATE)

(Name of person or firm receiving notice and the address where the notice was received)

(Date this acknowledgement is executed)

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

(Address or description of job site as stated above)

CERTIFICATE OF MAILING

Notice 638701

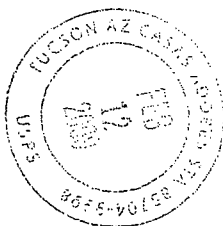
638701 (AH)

PARTITIONS & ACCESSORIES CO
1220 S PASADENA
MESA AZ 85210

ORIGINAL CONTRACTOR
OPUS WEST CONSTRUCTION CORPORATION
2555 E CAMELBACK RD STE 800
PHOENIX AZ 85016-9267

LESSEE/LENDER
AMERICAN ALARM
6808 N DYSART RD
GLENDALE AZ 85307-2231

OWNER OR REPUTED OWNER/LESSOR
OPUS WEST CORPORATION
2555 E CAMELBACK RD STE 800
PHOENIX AZ 85016-9267



Partitions & Accessories Co.®

Email address: paracc@partitionsco.com

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Division of L. R. Borelli, Inc.

1220 SOUTH PASADENA
MESA, ARIZONA 85210
PH. (480) 969-6606

INVOICE

Commercial ROC L-05 06949
Residential ROC C-5 068156
Sales Tax # 07-370669X

PROJECT INFORMATION

American Alarm
5365 N 99th Ave Bldg C
Glendale, AZ, 85305

To: Opus West Construction Corp
2555 E Camelback Road
Suite 800
Phoenix, AZ 85016

***PLEASE REFER TO OUR INVOICE NUMBER ON YOUR REMITTANCE**

Customer ID O68600

Invoice Date	*Our Invoice No.	P.O. Number	P.O. Date	Your Project No	Due Date	Terms
02/20/09	J-111962		02/16/09		03/02/09	Net 10 days

Progress Billing:

TLT Accessories & Fire Extinguisher Equipment Delivered & Installed

Original Contract Amount: 3,298.00
Adjustments: 0.00
Adjusted Total: 3,298.00

Completed to Date: 3,298.00

Previous Billings: 329.80
Billing to Date: 3,298.00
Payments Received: 0.00

Current Invoice Amount: 3,298.00
Less: Retention 10.00 % 329.80
Current Invoice Subtotal: 2,968.20
Total Sales Tax: 0.00
Invoice Total: 2,968.20

Amount Due: 3,298.00

TERMS OF SALE - If purchaser's credit has been approved, and the account is currently in good standing; Terms of payment are 10 days or as agreed.

Otherwise terms are full payment in advance. Maximum legal rate of interest charged on all past due accounts. All collection costs including attorney fees to be paid by purchaser. Claims to be litigated shall be at the courts of Maricopa County, Arizona USA. CONDITIONS OF SALE: Pricing or calculation errors and/or omissions subject to correction at any time. Claims for any discrepancies or for any merchandise represented on this invoice must be made within 5 calendar days. Our responsibility for loss or damage ceases when we are given delivery receipt or carriers receipt without exceptions. Material with factory defects will be replaced with like kind or value. We are not responsible for labor costs or consequential damages of any kind. No merchandise to be returned without our consent and purchase invoice number. Returned goods must be in original package and will be assessed a restocking charge. Special order, nonstock merchandise is non-cancelable and non-returnable.

SUBCONTRACT APPLICATION FOR PAYMENT

Project Name :	Waste Management T.I. Northgate
Subcontractor :	Partitions & Accessories Company
Supplier # :	1007542
Address :	1220 S. Pasadena Mesa, Arizona 85210
Phone :	480-969-6606
Remittance Address :	Opus West Construction Corporation Attn: Accounts Payable 2555 E. Camelback Road, Suite 800 Phoenix, Arizona 85016


Project Number :	11223.31	
Date of Application :	2/19/2009	
Application Number :	One	
Period From :	2/19/2009	Period To: 2/28/2009

CONTRACT INFORMATION

ITEM	SALES TAX(\$) (if applicable)	TOTAL(\$)
ORIGINAL CONTRACT AMOUNT		\$3,298.00
OPUS APPROVED CHANGE ORDER # THRU		
CONTRACT AMOUNT TO DATE TOTAL		\$3,298.00

APPLICATION INFORMATION

A Total Completed & Stored to Date		<u>\$3,298.00</u>	
B Less Retainage	<u>10 %</u>	<u>\$329.80</u>	
C Total Earned Less Retainage (A - B)			<u>\$2,968.20</u>
D Less Previous Billings (previous req's line C)			
E Current Payment Due (C - D)			<u>\$2,968.20</u>
F Balance to Finish, Plus Retainage (G - A + B)		<u>\$329.80</u>	
G Current Gross Amount Completed This Period		<u>\$2,968.20</u>	

SUBCONTRACTOR : Partitions & Accessories Company Supplier :# 1007542
BY : 
DATE : 2/19/2009

APPLICATION BREAKDOWN

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

Account Code	Description	Current Contract Amount	From Previous Application	This Period	Total Work Complete + G	Percent Complete A / H	Retainage This Application	Net Payment G - K
11223.31-F10-10270.00-S	tlr accessories - subcontract	\$ 3,298.00	\$ -	\$ 3,298.00	\$ 3,298.00	100%	\$ 329.80	\$ 2,968.20
		\$ -	\$ -	\$ -	\$ -		\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -		\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -		\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -		\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -		\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -		\$ -	\$ -
	TOTAL	\$3,298.00		\$ 3,298.00	\$3,298.00	100%	\$ 329.80	\$ 2,968.20
		H	I	G	A	J	K	E

SHADED AREA FOR OPUS ACCOUNTING USE ONLY

Vendor ID	Vendor Inv. #	Date	G/L Exp
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Partitions & Accessories Co.[®]

Email address: paracc@partitionsco.com

T/I

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Division of L. R. Borelli, Inc.

1220 SOUTH PASADENA
MESA, ARIZONA 85210
PH. (480) 969-6606

INVOICE

Commercial ROC L-05 06949
Residential ROC C-5 068156
Sales Tax # 07-370669X

PROJECT INFORMATION

American Alarm
5365 N 99th Ave Bldg C
Glendale, AZ, 85305

To: Opus West Construction Corp
2555 E Camelback Road
Suite 800
Phoenix, AZ 85016

***PLEASE REFER TO OUR INVOICE NUMBER ON YOUR REMITTANCE**

Customer ID 068600

Invoice Date	*Our Invoice No.	P.O. Number	P.O. Date	Your Project No	Due Date	Terms
03/20/09	J-111962		03/05/09		03/30/09	Net 10 days

Contract No. 2097-10800

Retention Billing:

TLT Partitions & Accessories Delivered & Installed

Original Contract Amount: 3,298.00
Adjustments: 0.00
Adjusted Total: 3,298.00

Completed to Date: 3,298.00

Previous Billings: 2,968.20
Billing to Date: 3,298.00
Payments Received: 0.00

Current Invoice Amount: 329.80
Less: Retention 0.00 % 0.00
Current Invoice Subtotal: 329.80
Total Sales Tax: 0.00
Invoice Total: 329.80

Amount Due: 3,298.00

TERMS OF SALE - If purchaser's credit has been approved, and the account is currently in good standing; Terms of payment are 10 days or as agreed.

Otherwise terms are full payment in advance. Maximum legal rate of interest charged on all past due accounts. All collection costs including attorney fees to be paid by purchaser. Claims to be litigated shall be at the courts of Maricopa County, Arizona USA. CONDITIONS OF SALE: Pricing or calculation errors and/or omissions subject to correction at any time. Claims for any discrepancies or for any merchandise represented on this invoice must be made within 5 calendar days. Our responsibility for loss or damage ceases when we are given delivery receipt or carriers receipt without exceptions. Material with factory defects will be replaced with like kind or value. We are not responsible for labor costs or consequential damages of any kind. No merchandise to be returned without our consent and purchase invoice number. Returned goods must be in original package and will be assessed a restocking charge. Special order, nonstock merchandise is non-cancelable and non-returnable.

SUBCONTRACT APPLICATION FOR PAYMENT

Project Name :	Waste Management T.I. Northgate
Subcontractor :	Partitions & Accessories Company
Supplier # :	1007542
Address :	1220 S. Pasadena Mesa, Arizona 85210
Phone :	480-969-6606
Remittance Address :	Opus West Construction Corporation Attn: Accounts Payable 2555 E. Camelback Road, Suite 800 Phoenix, Arizona 85016

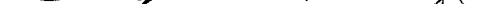
Project Number :	11223.31	
Date of Application :	3/2/2009	
Application Number :	retention	
Period From :	3/2/2009	Period To: 3/31/2009

CONTRACT INFORMATION

ITEM	SALES TAX(\$) <i>(if applicable)</i>	TOTAL(\$)
ORIGINAL CONTRACT AMOUNT		\$3,298.00
OPUS APPROVED CHANGE ORDER # THRU		
CONTRACT AMOUNT TO DATE TOTAL		\$3,298.00

APPLICATION INFORMATION

A Total Completed & Stored to Date		\$3,298.00
B Less Retainage	10 %	
C Total Earned Less Retainage (A - B)		\$3,298.00
D Less Previous Billings (previous req's line C)		\$329.80
E Current Payment Due (C - D)		\$2,968.20
F Balance to Finish, Plus Retainage (G - A + B)		
G Current Gross Amount Completed This Period		\$329.80

SUBCONTRACTOR : Partitions & Accessories Company Supplier # 1007542
 BY : 
 DATE : 2/19/2009

APPLICATION BREAKDOWN

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

Account Code	Description	Current Contract Amount	From Previous Application	This Period	Total Work Complete + G	Percent Complete A / H	Retainage This Application	Net Payment G - K
11223.31-F10-10270.00-S	IFT accessories - subcontract	\$ 3,298.00	\$ 3,298.00	\$ -	\$ 3,298.00	100%	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -		\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -		\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -		\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -		\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -		\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -		\$ -	\$ -
	TOTAL	\$3,298.00		\$ -	\$3,298.00	100%	\$ -	\$ -
		H	I	G	A	J	K	E

SHADED AREA FOR OPUS ACCOUNTING USE ONLY

Vendor ID	Vendor Inv #	Date	G/L Exp
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J-111962

American Alarm @ Glendale Corporate Center I - C / 11223.31

10270 /Toilet Accessories

L.R. Borelli, Inc. dba Partitions & Accessories, Co. / Dave Burchett

Contact Phone # 480-969-6606

Contact Fax # 480-969-0459

Payment Terms: Standard

SUBCONTRACT AGREEMENT (Labor and Materials)

This Subcontract Agreement ("Subcontract") is made as of this 19th 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 **L.R. Borelli, Inc. dba Partitions & Accessories, Co.** ("Subcontractor") with its office located at 1220 S. Pasadena, Mesa, AZ 85210.

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 American Alarm @ Glendale Corporate Center I - C ("Project"), located at 5365 North 99th Avenue, Glendale, AZ 85305 ("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 Opus West Corporation ("Owner").
4. Architect/Engineer. The architect and engineers ("Architect/Engineer") of record for the Project are:

Architect:	McCarthy Nordburg, Ltd.
Electrical Engineer:	Associated Engineering, Incorporated
Fire Protection Engineer:	RCI Systems, Inc.
Mechanical Engineer:	AT Mechanical LLC
Plumbing Engineer:	PCE Engineering
Structural Engineer:	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 02/13/2009. 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 \$ 3,298.00 ("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 _____

Nicholas Veldman

CONTRACTOR

Opus West Construction Corporation

By: _____

James Godwin

(Print Name)

Senior Director of Construction

(Title)

(Date)

SUBCONTRACTOR

L.R. Borelli, Inc. dba Partitions & Accessories Co.

By: _____

(Print Name)

Erica L. Falk
Contract Administrator

(Title)

(Date)

RIDER B

This Rider B is attached to and made a part of the Subcontract between OPUS West Construction Corporation and L.R. Borelli, Inc. dba Partitions & Accessories, Co. dated 12/19/2008. 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.

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