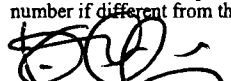


UNITED STATES BANKRUPTCY COURT FOR THE NORTHERN DISTRICT OF TEXAS		PROOF OF CLAIM
Name of Debtor: (Check Only One): <input type="checkbox"/> Opus West Corporation <input checked="" type="checkbox"/> Opus West Construction Corporation <input type="checkbox"/> O.W. Commercial, Inc. <input type="checkbox"/> Opus West LP <input type="checkbox"/> Opus West Partners, Inc.	Case Number: <div style="font-size: 24pt; text-align: center;">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): C.D.S. Framing, Inc.	<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: C.D.S. Framing, Inc. 1717 W Lincoln ST. Phoenix, AZ 85007 Telephone number: 602 258 0073 Email Address: keith@cdfsframing.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): SAME Telephone number: _____	1. Amount of Claim as of Date Case Filed: \$ <u>22,655.00</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 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.	
2. Basis for Claim: <u>Construction Labor and Materials</u> (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 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: right;">\$ _____</div>	
3. Last four digits of any number by which creditor identifies debtor: <u>1560</u> 3a. Debtor may have scheduled account as: _____ (See instruction §3a on reverse side).	6. 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>10 mi</u> Annual Interest Rate <u>5 %</u> Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ _____ Basis for perfection: <u>Mechanics Lien</u> Amount Unsecured: \$ _____	
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: _____	FOR COURT USE ONLY	
Date: Aug 10 2009	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="text-align: center;">  Keith Chickering Vice Pres. </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)

RECEIVED

AUG 12 2009

BMC GROUP



C.D.S. Framing, Inc.
 1717 W. Lincoln Street
 Phoenix, AZ 85007
 (602) 258-0073

OPUS WEST CORPORATION, INC.
 2555 E. CAMELBACK ROAD
 SUITE #800
 PHOENIX, AZ 85016

Customer Number: OPU1560
 Customer Phone: (602) 468-7000
 Customer Fax: (602) 468-7045
 Date: 8/10/2009

=====
 PAST DUE NOTICE
 =====

Our records indicate that one or more charges on your account are now past due. The charges have been listed below for your reference. Please give the payment of these charges your prompt attention.

<u>Invoice</u>	<u>Invoice Date</u>	<u>Due Date</u>	<u>Amount</u>	<u>Applied</u>	<u>Past Due Balance</u>
2004	2/28/2009	3/30/2009	1,894.00	0.00	1,894.00
2058	6/30/2009	7/30/2009	2,638.00	0.00	2,638.00
2059	6/30/2009	7/30/2009	18,123.00	0.00	18,123.00
<u>Past Due</u>	<u>1 - 30</u>	<u>31 - 60</u>	<u>61 - 90</u>	<u>91 - 120</u>	<u>Over 120</u>
22,655.00	20,761.00	0.00	0.00	0.00	1,894.00

JUN 09 REC'D

This instrument was recorded at the request of:
Asset Research Services, Inc.
PO Box 7562
Chandler, AZ 85246-7562

The recording official is directed to return this instrument to the above

Space reserved for Recording Information

AMENDED NOTICE AND CLAIM OF MECHANIC'S AND MATERIALMAN'S LIEN

C D S FRAMING INC
LICENSE 071654 / 070242 / 086063
1717 W LINCOLN ST
PHOENIX AZ 85007-3323

PIMA CENTER 101 LLC / OPUS WEST CORPORATION
2555 E CAMELBACK RD STE 800
PHOENIX AZ 85016-9267

MS-PFA 20 LLC
2999 NORTH 44TH ST STE 200
PHOENIX AZ 85018

SALT RIVER PIMA-MARICOPA INDIAN COMMUNITY
10005 EAST OSBORN RD
SCOTTSDALE AZ 85256

BUREAU OF INDIAN AFFAIRS-SALT RIVER AGENCY
10000 EAST MCDOWELL RD
SCOTTSDALE AZ 85256

CLAIMANT

OWNER OR REPUTED OWNER

NOTICE IS HEREBY GIVEN that C D S FRAMING INC LICENSE 071654 / 070242 / 086063 claimant, who has recorded a Notice and Claim of Mechanic's and Materialman's Lien in compliance with ARS 33-993 dated May 19, 2009 and recorded in Docket 2009-0450027 hereby amends that Notice and Claim of Mechanic's and Materialman's Lien by submitting the following AMENDED Mechanic's and Materialman's Lien.

The nature of Improvements to be Charged with a Lien are described as CONSTRUCTION AND ALL RELATED LABOR AND MATERIALS and were furnished in connection with a project on the Subject Real Property we believe to be located at, and described as follows:

All of Owner or Reputed Owners' interest and estate in and to the premises known as TENANT IMPROVEMENTS AT PIMA CENTER I - BUILDING E JOB #10510 PO #30307, LOCATED WITHIN SECTION 31, TOWNSHIP 3 NORTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED WITHIN EXHIBIT A, being situated upon all or part of 9180 E VIA DE VENTURA, CITY OF SCOTTSDALE IN MARICOPA COUNTY, State of Arizona.

The amount due and remaining unpaid to claimant, after deducting all just credits and offsets is the sum of \$33,547.00, for which demand has been made.

Claimant has furnished labor, materials, machinery, fixtures or tools in the construction, alteration or repair of the buildings, other structures or above described improvements on Subject Real Property at the specific request of OPUS WEST CONSTRUCTION whose address is 2555 E CAMELBACK RD STE 800 PHOENIX, AZ 85016-9267 whom


Claimant reasonably believed to be the lawful agent of PIMA CENTER 101 LLC / OPUS WEST CORPORATION / MS-PFA 20 LLC / SALT RIVER PIMA-MARICOPA INDIAN COMMUNITY / BUREAU OF INDIAN AFFAIRS-SALT RIVER AGENCY, Owner or Reputed Owners.

The labor, materials, machinery, fixtures or tools were furnished pursuant to the terms, time given and conditions of a written contract and as amended thereafter.

The building, structure or improvement or the alteration or repair of such building, structure or improvement was last furnished by claimant on April 16, 2009. To claimant's knowledge, the Date of Completion has not been received or recorded. The Preliminary Twenty Day Notice required by ARS 33-992.01 was served on April 14, 2009. A copy of this notice and proof of service as required by ARS 33-992.02 are attached.

WHEREFORE Claimant demands a lien on Subject Real Property and all improvements thereon in the amount set forth above, plus interest thereon at the maximum rate permitted by law and all reasonable expenses, costs and attorney's fees incurred by Claimant in its efforts to collect the above amount, which amounts are justly due and owing, and in order to fix this lien has made this Notice and Claim in two or more original copies, causing one to be filed in the Office of the County Recorder of this County and causing others to be served upon Owner or Reputed Owners.

SIGNED June 1, 2009

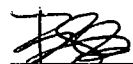


B Gauthier, Signature of Representative
for C D S FRAMING INC

STATE OF ARIZONA)
) ss:
MARICOPA COUNTY)

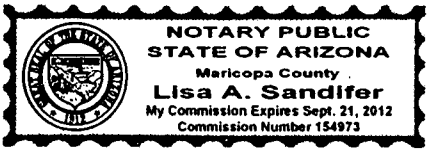
VERIFICATION

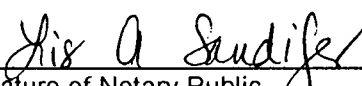
B Gauthier, being duly sworn, deposes and says; that he is a representative of C D S FRAMING INC and by authority granted makes this verification in their behalf; that he has read the foregoing document and knows the contents thereof to be true and correct to the best of his knowledge and belief, except for those matters based on information which he believes to be true.



B Gauthier
Signature of Representative

VERIFIED AND SWORN TO before me on June 1, 2009.





Signature of Notary Public
Notary Expiration Date: 9.21.2012

AZCLDP 80435

Arizona Preliminary Twenty Day Lien Notice

N/M/M	-636005	111090
		F59980
		546727

In Accordance with Section 33-992.01 and 33-992.02 of Arizona Revised Statutes, this is not a lien. This is not a reflection on the integrity of any contractor or subcontractor.

Name and Address of Claimant

C.D.S. FRAMING, INC.
1717 W. LINCOLN ST.
PHOENIX, AZ 85007

You are hereby notified that the CLAIMANT named below has furnished or will furnish labor, professional services, materials, machinery, fixtures or tools of the following general description: COLD FORMED METAL FRAMING & GYP BOARD in the construction, alteration or repair of the building, structure or improvement located at 9180 E VIA DE VENTURA and situated upon that certain lot(s) or parcel(s) of land in MARICOPA COUNTY, AZ, legally described as follows: OPUS PIMA CENTER I BLDG E / SEC 31-3N-5E, JOB # 10510, PO # 30307, SCOTTSDALE.

An estimate of the total price of the labor, professional services, materials, machinery, fixtures or tools furnished or to be furnished is: \$175,679.00.

Person or Firm With Whom Claimant Has Contracted

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

Notice to Property Owner

If bills are not paid in full for the labor, 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:

Owner or Reputed Owner

PC-101 INC PIMA CENTER 101 LLC
C/O OPUS WEST CORP
2555 E CAMELBACK RD STE 800
PHOENIX, AZ 85016

1. Requiring your contractor to furnish a conditional waiver and release pursuant to ARS Section 33-1008, Subsection D, Paragraphs 1 and 3 signed by the person or firm giving this notice before you make payment to your contractor.

Original Contractor or Reputed Contractor

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

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.

Construction Lender or Reputed Construction Lender

BANK OF AMERICA NA
201 W WASHINGTON ST 22ND FLR
ATTN NANCY ALONZO
PHOENIX, AZ 85004

3. Using any other method or device that is appropriate under the circumstances.

Lessee OR Copy To

SALT RIVER PIMA MARICOPA INDIAN COMMUNITY
10005 E. OSBORN RD.
SCOTTSDALE, AZ 85256

By:

Lil Stephens Murray

Agent Lil Stephens Murray

Date: Friday, April 11, 2008

0686757-01/JH

Within ten days of 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 ARS Sect #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 ARS 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.

Upon receipt of this notice, please detach and sign this Acknowledgement and return same to: AZ Lien Services, Inc., PO Box 36750, Tucson, Arizona 85740 (520) 293-2503 or (800) 854-0548.

Acknowledgement of Receipt of Preliminary Twenty Day Notice
(Arizona Revised Statutes Sections 33.992.01 and 33.992.02)


This acknowledges receipt on _____ (date) of a copy of this Preliminary Twenty Day Notice at _____ (address where notice received)

636005/1
111090
F59980

AFFIDAVIT OF SERVICE
OF PRELIMINARY
TWENTY DAY NOTICE

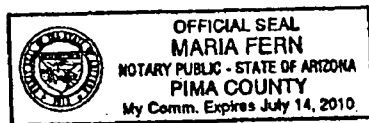
I, being first duly sworn, upon oath deposes and says that;

- 1) I am the owner of AZ LIEN SERVICES, INC. and I have personal knowledge of the facts herein set forth.
- 2) Service of the Preliminary Twenty Day Notice, the original of which is attached, was mailed, using First Class Mail, on this day to the addresses appearing hereon.
- 3) Proof of Mailings are Certificate of Mailing Receipts.


(Signature)
Lil Stephens Murray

SUBSCRIBED AND SWORN TO before me on 4/14/08
by Lil Stephens Murray.

My Commission Expires on: July 14, 2010




Notary Public

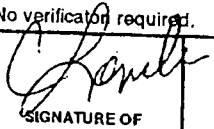


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Restricted Information

[Transactions](#) > [Postage Statement Processing](#)
[First-Class Mail - Permit Imprint](#) > [Receipt](#)

Today's Date: 04/14/2008

Final			
3600	POSTAL SERVICE STATEMENT OF MAILING/3607 WEIGHING AND DISPATCH CERTIFICATE		TRANS # 200810516194287M0 CAPS TRANS NO: 2008041416194300M0
Postage Statement: 53082315	Mailer's Job#:		
AZ LIEN SERVICES INC 360 E RIVER RD TUCSON AZ 85704-5819		FINANCE NUMBER: 045130	
STATION OR UNIT:	LITTLE ROCK AR MAIN OFFICE (0012D)		PERMIT NO: 185
DATE OF MAILING 04/14/2008	CLASS First-Class	PROC CAT Letter	TYPE PI
WEIGHT OF SINGLE PIECE (LBS) 0.0212	TOTAL PIECES 785	TOTAL POUNDS 16.6420	Customer Reference ID azlo6 CAPS Acct No: 15677
MAILED BY: PERMIT NO. 2411 NAME: UNITED SYSTEMS OF AR INC			
CONTAINERS 1	AMOUNT FROM TRUST: \$321.85		
VERIFICATION SUMMARY: No verification required.			
SIGNATURE OF WEIGHER 		CL DATA PROCESSED BY	RECEIVED FOR PROCESSING BY
COMMENTS: AZLO6		BEGINNING BALANCE: CAPS DEBIT ENDING BALANCE: CAPS DEBIT	
<p>This mailing has been inspected concerning:</p> <ul style="list-style-type: none"> (1) eligibility for postage rates claimed; (2) proper preparation (and presort where required); (3) proper completion of postage statement; and (4) payment of annual fee (if required). 			



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[Terms of Use](#)

CERTIFICATE OF MAILING FIRMBOOK - PS FORM 3877 FACSIMILE

PAGE: 45

MAILERS NAME: AZ Lien Services, Inc.
 ADDRESS: PO Box 36750
 Tucson, AZ 85740
 USPS ENTRY POINT: LITTLE ROCK 722
 POSTAL PERMIT: 185

DATE PREPARED: 04/14/08
 MANIFEST ID NO.: 1392AZFCM.PDF20080414
 CLASS/SUBCLASS OF MAIL: FIRST CLASS MAIL

ACTUAL MAIL DATE: 04/14/08

ARTICLE NUMBER	NAME AND ADDRESS	WEIGHT (POUNDS)	POSTAGE	CTF OF MAIL FEE	TOTAL CHARGES
91555474410003455963 1392-892110	US DEPT OF HOUSING & URBAN DEVELOPMENT ONE NORTH CENTRAL AVE STE 600 PHOENIX AZ 85004	0.022	0.410	0.00	0.41
91555474410003455970 1392-892114	CAPSTONE REALTY ADVISORS LLC 1120 CHESTER AVE STE 300 CLEVELAND OH 44114	0.022	0.410	0.00	0.41
91555474410003455987 1392-892118	DIVISION II CONSTRUCTION CO INC 11625 N ORACLE RD TUCSON AZ 85737	0.022	0.410	0.00	0.41
91555474410003455994 1392-892122	ENSSOLUTIONS INC 5610 W MARYLAND GLENDALE Z 5301	0.022	0.410	0.00	0.41
91555474410003456007 1392-892130	TITLE SECURITY AGENCY OF AZ TR 992 PO BOX 12038 TUCSON AZ 85732	0.022	0.410	0.00	0.41
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91555474410003456021 1392-892138	MERITAGE HOMES 3275 W INA RD #220 TUCSON AZ 85741	0.022	0.410	0.00	0.41
91555474410003456038 1392-892109	CAPSTONE REALTY ADVISORS LLC 1120 CHESTER AVE STE 300 CLEVELAND OH 44114	0.022	0.410	0.00	0.41
91555474410003456045 1392-892111	MONTEGO BAY CORPORATION 5671 N ORACLE RD STE 1101 TUCSON AZ 85704	0.022	0.410	0.00	0.41
91555474410003456052 1392-892115	US DEPT OF HOUSING & URBAN DEVELOPMENT ONE NORTH CENTRAL AVE STE 600 PHOENIX AZ 85004	0.022	0.410	0.00	0.41
91555474410003456069 1392-892119	JP MORGAN CHASE BANK 201 N CENTRAL AVE A21-1183 PHOENIX AZ 85004	0.022	0.410	0.00	0.41
91555474410003456076 1392-892137	SALT RIVER PIMA MARICOPA INDIAN COMMUNITY 10005 E. OSBORN RD. SCOTTSDALE AZ 85256	0.022	0.410	0.00	0.41
91555474410003456083 1392-892148	DOVE MOUNTAIN HOTEL COMPANY, LLC ATTN:MARRIOTT INTERNATIONAL INC 10400 FERNWOOD RD BETHESDA MD 20817	0.022	0.410	0.00	0.41
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CERTIFICATE OF MAILING FIRMBOOK - PS FORM 3877 FACSIMILE

PAGE: 44

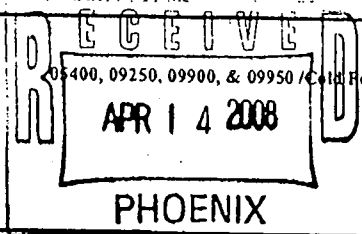
MAILERS NAME: AZ Lien Services, Inc.
 ADDRESS: PO Box 36750
 TUCSON, AZ 85740
 USPS ENTRY POINT: LITTLE ROCK 722
 POSTAL PERMIT: 185

DATE PREPARED: 04/14/08

ACTUAL MAIL DATE: 04/14/08

MANIFEST ID NO.: 1392AZFCM.PDF20080414
 CLASS/SUBCLASS OF MAIL: FIRST CLASS MAIL

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91555474410003455819 1392-892093	CHUCK TOWNSDIN PO BOX 31987 TUCSON AZ 85751	0.022	0.410	0.00	0.41	
91555474410003455826 1392-892096	THE ARIZONA BANK AN ARIZONA CORPORATION 6245 E BROADWAY TUCSON AZ 85711	0.022	0.410	0.00	0.41	
91555474410003455833 1392-892097	MAJESTIC DRYWALL LLC 3161 E 47TH ST TUCSON AZ 85713	0.022	0.410	0.00	0.41	
91555474410003455840 1392-892100	GAYLOR INC 2048 N 44TH ST #100 PHOENIX AZ 85008	0.022	0.410	0.00	0.41	
91555474410003455857 1392-892104	DEERVAL PROPERTIES II LLC (OWNER) C/O ENSEMBLE REAL ESTATE SERV LLC 2425 E CAMELBACK RD #180 PHOENIX AZ 85016	0.022	0.410	0.00	0.41	
91555474410003455864 1392-892108	BANK OF TUCSON 4400 E. BROADWAY STE 112 TUCSON AZ 85711	0.022	0.410	0.00	0.41	
91555474410003455871 1392-892112	SUMMIT VISTA APARTMENTS LTD C/O EMERY STEPHENS HOLDINGS LTD 5671 N ORACLE RD #1101 TUCSON AZ 85704	0.022	0.410	0.00	0.41	
91555474410003455888 1392-892116	DIVISION II CONST COMPANY INC 1230 N ANITA AVE TUCSON AZ 85754	0.022	0.410	0.00	0.41	
91555474410003455895 1392-892120	ENSSO 5610 W MARYLAND GLENDALE AZ 85301	0.022	0.410	0.00	0.41	
91555474410003455901 1392-892135	PC-101 INC PIMA CENTER 101 LLC C/O OPUS WEST CORP 2555 E CAMELBACK RD STE 800 PHOENIX AZ 85016	0.022	0.410	0.00	0.41	
91555474410003455918 1392-892136	BANK OF AMERICA NA 201 W WASHINGTON ST 22ND FLR ATTN NANCY ALONZO PHOENIX AZ 85004	0.022	0.410	0.00	0.41	
91555474410003455925 1392-892139	FIRST AMERICAN TITLE TR 9112 1880 E RIVER RD STE 120 TUCSON AZ 85718	0.022	0.410	0.00	0.41	
91555474410003455932 1392-892144	WILSON ELECTRIC INC 2020 E BEVERLY DR TUCSON AZ 85719	0.022	0.410	0.00	0.41	
91555474410003455949 1392-892147	BARCLAYS CAPITAL REAL ESTATE INC 200 PARK AVE 5TH FL NEW YORK NY 10166	0.022	0.410	0.00	0.41	
91555474410003455956 1392-892106	SUMMIT VISTA APARTMENTS LTD C/O EMERY STEPHENS HOLDINGS LTD 5671 N ORACLE RD #1101 TUCSON AZ 85704	0.022	0.410	0.00	0.41	
PAGE TOTALS		PIECES: 17	0.374	6.970	0.00	6.97



MAR 27 11:00 AM
APR 17 11:00 AM
KH
LANG

Pima Center I - Building E / 10510.00
Cold Formed Metal Framing, Gypsum Board Assemblies,
Painting, and Wall Coverings
CDS Framing, Inc. / Rick Moorefield
Contact Phone # (602) 258-0073
Contact Fax # (602) 258-0412
Payment Terms: Standard

SUBCONTRACT AGREEMENT (Labor and Materials)

This Subcontract Agreement ("Subcontract") is made as of this 05th day of March, 2008, by and between Opus West Construction Corporation ("Contractor"), with its office located at 2555 East Camelback Road - Suite 800, Phoenix, AZ 85016, and CDS Framing, Inc. ("Subcontractor") with its office located at 1717 West Lincoln Street, Phoenix, AZ 85007.

Contractor and Subcontractor agree as follows:

- Subcontract Documents.** The term "Subcontract Documents" is defined in Paragraph 1 of the attached Rider "A".
- 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.
- Owner.** The Owner of the Project is Pima Center I01, L.L.C. ("Owner").
- 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.
- 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.
- 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".
- Subcontract Sum.** Contractor shall pay Subcontractor the sum of \$ 175,679.00 ("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".
- Riders.** The following Riders are attached to and made a part of this Subcontract:
 - Rider A (Scope of Work)
 - Rider B (Indemnification)
 - Rider C (Insurance)

Contractor and Subcontractor sign as follows:

Approved by Contractor's project manager Ryan Hulet 4/4/08
Ryan Hulet

CONTRACTOR
OPUS West Construction Corporation

By: [Signature]
James Godwin
(Print Name)
Senior Director of Construction
(Title)
4.16.08
(Date)

SUBCONTRACTOR
CDS Framing, Inc.

By: [Signature]
WILLIAM FOOTITT
(Print Name)
PROJECT MANAGER
(Title)
4/1/08
(Date)

RM

RIDER A

This Rider A is attached to and made a part of the Subcontract between Opus West Construction Corporation and CDS Framing, Inc. dated 03/05/2008. 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 Cold Formed Metal Framing, Gypsum Board Assemblies, Painting, and Wall Coverings 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	11/05/2007
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

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	11/07/2007
Second Floor - Floor Plan	IA2.02	11/07/2007
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	11/07/2007
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	09/04/2007

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	11/05/2007
Site Lighting Plan	E1.0	11/05/2007
Photometric Site Plan	E1.1	11/05/2007
Partial 1st Floor Lighting Plan	E2.0	11/05/2007
Partial 1st Floor Lighting Plan	E2.1	11/05/2007
Partial 1st Floor Lighting Plan	E2.2	11/05/2007
Partial 2nd Floor Lighting Plan	E3.0	11/05/2007
Partial 2nd Floor Lighting Plan	E3.1	11/05/2007
Partial 2nd Floor Lighting Plan	E3.2	11/05/2007
Partial 1st Floor Power Plan	E4.0	11/05/2007
Partial 1st Floor Power Plan	E4.1	11/05/2007
Partial 1st Floor Power Plan	E4.2	11/05/2007
Enlarged 1st/2nd Floor Power Plans	E4.3	11/05/2007
Partial 2nd Floor Power Plan	E5.0	11/05/2007
Partial 2nd Floor Power Plan	E5.1	11/05/2007
Partial 2nd Floor Power Plan	E5.2	11/05/2007
Partial Roof HVAC/SS Plan	E6.0	11/05/2007
Partial Roof HVAC/SS Plan	E6.1	11/05/2007
Partial Roof HVAC/SS Plan	E6.2	11/05/2007
Single Line Diagram	E7.0	11/05/2007
Details and Calculations	E7.1	11/05/2007
Panelboard Schedules	E8.0	11/05/2007
Panelboard Schedules	E8.1	11/05/2007
Panelboard Schedules	E8.2	11/05/2007
Final Clean Specifications - Pima Center I - Building E	01503	02/11/2008
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

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	03/05/2008
Metal Fabrications Specifications - Pima Center I - Building E	05500	09/20/2007
Glass & Stainless Steel Guardrails Specifications - Pima Center I - Building E	05720	02/29/2008
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
Gypsum Board Assemblies Specifications - Pima Center I - Building E	09250	03/05/2008
Acoustical Ceilings Specifications - Pima Center I - Building E	09510	01/11/2008
Stone Countertops Specifications - Pima Center I - Building E	09630	01/11/2008
Painting Specifications - Pima Center I - Building E	09900	03/05/2008
Wall Coverings Specifications - Pima Center I - Building E	09950	03-05/2008
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
02/14/2008	FB-10510.00-5	Revised Guardrail Connection @ Lobby Stair
02/18/2008	FB-10510.00-6	Revised Lobby Wall Coverings
02/22/2008	FB-10510.00-7	Lighting Revisions Adjacent to North Stairwell

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 have the following milestones related to this Subcontract:

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: Cold Form Metal Framing and Gypsum Board Assemblies	\$138,774.00
10510.00	Pima Center I - Building E	Base Bid: Interior Painting	\$9,567.00
10510.00	Pima Center I - Building E	Base Bid: Wall Coverings	\$17,686.00
10510.00	Pima Center I - Building E	Base Bid: Exterior Painting	\$10,507.00
10510.00	Pima Center I - Building E	Post Bid Adjustment: Reconciliation of Wall Covering Allowance	\$(855.00)
Total			\$ 175,679.00

Subcontract Sum Breakdown

Name	Account Code	Amount
Painting-Exterior - Subcontract	10510.00-E10-09925.00-S	\$10,507.00
Gypsum Board Systems - Subcontract	10510.00-F10-09000.00-S	\$138,774.00
Painting - Subcontract	10510.00-F10-09900.00-S	\$9,567.00
Wall Coverings - Subcontract	10510.00-F10-09950.00-S	\$16,831.00
Total		\$175,679.00

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:

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Unit Price List

<u>Name</u>	<u>Rate</u>	<u>Quantity UOM</u>
Exterior Framing and Sheathing	\$4.50	Sq Foot
Gypsum Board Ceilings	\$3.85	Sq Foot
Lobby Wall Covering	\$3.28	Sq Foot
Paint Gypsum Board Ceiling	\$0.35	Sq Foot
Paint Standard Wall to Ceiling	\$0.35	Sq Foot
Restroom Wall Covering	\$2.68	Sq Foot
Shaft Wall Assembly	\$4.35	Sq Foot
Standard Partition to Underside of Deck	\$3.85	Sq Foot
Standard Partition to Underside of Grid	\$3.85	Sq Foot

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 CDS Framing, Inc. dated 03/05/2008. 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

RH

Cold Formed Metal Framing, Gypsum Board Assemblies, Painting, and Wall Coverings

RIDER C

This Rider C is attached to and made a part of the Subcontract between Opus West Construction Corporation, and CDS Framing, Inc. dated 03/05/2008. 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 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.

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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

EXHIBIT A

Parcel 20

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 $S00^{\circ}01'13''E$ (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 $N89^{\circ}48'40''W$, along the South line of the Northwest Quarter of said Section 31, for a distance of 1700.85 feet; thence $S00^{\circ}06'49''W$ for a distance of 1686.33 feet; thence $S89^{\circ}53'17''E$ for a distance of 905.94 feet; thence $S00^{\circ}00'00''W$ for a distance of 415.59 feet to the POINT OF BEGINNING;

Thence $S90^{\circ}00'00''E$ for a distance of 493.07 feet; thence $S00^{\circ}14'37''W$ for a distance of 482.58 feet to a point on the North right-of-way line of Via de Ventura; thence $N89^{\circ}53'53''W$, along said North right-of-way line, for a distance of 491.02 feet; thence $N00^{\circ}00'00''E$ for a distance of 481.70 feet to the POINT OF BEGINNING.