

<b>UNITED STATES BANKRUPTCY COURT FOR THE NORTHERN DISTRICT OF TEXAS</b>		<b>PROOF OF CLAIM</b>
<b>Name of Debtor: (Check Only One):</b> <input checked="" type="checkbox"/> Opus West Corporation <input 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.		<b>Case Number:</b>  09-34356
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.		
<b>Name of Creditor (the person or other entity to whom the debtor owes money or property):</b>  Mitsubishi Electric & Electronics USA, Inc. Elevator & Escalator Division		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim.  <b>Court Claim Number:</b> <i>(If known)</i>  Filed on: _____
<b>Name and address where notices should be sent:</b> Mitsubishi Electric & Electronics USA, Inc. Attn: Michael Corbo 5665 Plaza Drive, Cypress, CA 90630 <b>Telephone number:</b> 714-220-4711 <b>Email Address:</b> _____		<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.
<b>Name and address where payment should be sent (if different from above):</b>  <b>Telephone number:</b> _____		
<b>1. Amount of Claim as of Date Case Filed:</b> \$ <u>22,404.20</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.		<b>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.</b>  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)( ).  <b>Amount entitled to priority:</b>  \$ _____
<b>2. Basis for Claim:</b> <u>Goods Sold &amp; Services performed</u> (See instruction #2 on reverse side.)		
<b>3. Last four digits of any number by which creditor identifies debtor:</b> <u>48SH</u>  <b>3a. Debtor may have scheduled account as:</b> _____ (See instruction §3a on reverse side).		
<b>4. Secured Claim (See instruction #4 on reverse side.)</b>  Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.  <b>Nature of property or right of setoff:</b> <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Equipment <input type="checkbox"/> Other  <b>Value of Property:</b> \$ _____ <b>Annual Interest Rate</b> _____ %  <b>Amount of arrearage and other charges as of time case filed included in secured claim, if any:</b> \$ _____  <b>Basis for perfection:</b> _____ <b>Amount Unsecured:</b> \$ _____		
<b>6. Credits:</b> The amount of all payments on this claim has been credited for the purpose of making this proof of claim.  <b>7. Documents:</b> 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.)  <b>DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.</b>  If the documents are not available, please explain: _____		
<b>Date:</b>  8-4-09	<b>Signature:</b> 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.  Arlene Ruiz <i>Arlene Ruiz</i> Credit Analyst	
		<b>FOR COURT USE ONLY</b>

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 20 2009

**BMC GROUP**



## INSTRUCTIONS FOR PROOF OF CLAIM FORM

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

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

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

### Court, Name of Debtor, and Case Number:

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

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

### Creditor's Name and Address:

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

### 1. Amount of Claim as of Date Case Filed:

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

### 2. Basis for Claim:

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

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

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

### 3a. Debtor May Have Scheduled Account As:

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

### 4. Secured Claim:

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

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

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

### 6. Credits:

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

### 7. Documents:

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

### Date and Signature:

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

## DEFINITIONS

### Debtor

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

### Creditor

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

### Claim

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

### Proof of Claim

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

### Secured Claim Under 11 U.S.C. §506(a)

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

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

### Unsecured Claim

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

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

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

### Redacted

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

### Evidence of Perfection

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

## INFORMATION

### Acknowledgment of Filing of Claim

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

### Offers to Purchase a Claim

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


**Mitsubishi Electric & Electronics USA, Inc.**  
 Elevators & Escalators Division  
 5665 Plaza Drive  
 Cypress, CA 90630  
 (714) 220-4800

**INVOICE**

Invoice #
<b>186454</b>

**Bill To:** OPUS West Construction  
 2050 Main Street, Ste. 800  
 Irvine, CA 92614  
 Andrew Ranallo

**Location:** Horizon Tech Center  
 10301 Meanley Drive  
 San Diego, CA  
  
**Account #:** 13148SH

<b>Date</b>	Jan 31, 2009	<b>Terms</b>	Net 30 Days	<b>Route</b>	1	<b>Job #</b>	10707
<b>Inv #</b>	186454	<b>PO #</b>		<b>Territory</b>	Los Angeles - Oliver	<b>Type</b>	Construction

Quantity	Description	Taxable	Measure	Unit Price	Amount
1.00	Original Contract Sum Total Contract: \$224,042.00 Billed To Date: \$224,042.00 Billed Today: \$0.00 Stored: \$0.00 Total Billed: \$224,042.00 Remaining: \$0.00	No	WIP	\$0.00	\$0.00
1.00	Change Orders Total Contract: \$0.00 Billed To Date: \$0.00 Billed Today: \$0.00 Stored: \$0.00 Total Billed: \$0.00 Remaining: \$0.00	No	WIP	\$0.00	\$0.00
1.00	Retainage Total Contract: \$0.00 Billed To Date: (\$22,404.20) Billed Today: \$22,404.20 Stored: \$0.00 Total Billed: \$0.00 Remaining: \$0.00	No	WIP	\$22,404.20	\$22,404.20

Progress Billing on job #10707 as of 2/28/2009. Application 6 (Ret.)	Taxable	\$0.00
	Non-Taxable	\$22,404.20
	<b>Sub-Total</b>	\$22,404.20
	Sales Tax	\$0.00
	<b>TOTAL</b>	\$22,404.20



**Mitsubishi Electric & Electronics USA, Inc.**  
 Elevators & Escalators Division  
 P.O. Box 100403  
 Pasadena, Ca. 91189

**Location #** 13148SH  
 Horizon Tech Center  
  
**Invoice #** 186454  
  
**Amount** \$ 22,404.20  
  
**Paid** \$

**Mitsubishi Electric & Electronics USA, Inc.**  
 5665 Plaza Drive  
 Cypress, CA 90630  
 (714) 220-4800

**STATEMENT**

**Bill To:** **OPUS West Construction**  
 2050 Main Street, Ste. 800  
 Irvine, CA 92614  
 Phone: (949) 622-1950  
 Fax: (949) 622-1148

**Account:**  
 Horizon Tech Center  
 10301 Meanlev Drive  
 San Diego, CA  
**Account #** 13148SH

<b>Type</b>	CONSTRUCTION	<b>Status</b>	Active	<b>Date</b>	08/04/09
<b>Territory</b>	Los Angeles - Oliver	<b>Contact</b>	Andrew Ranallo	<b>Page</b>	1

Date	Type	Ref #	Description	Balance	Days
01/31/09	Invoice	186454	Progress Billing on job #10707 as of 2/28/2009. Application 6 (Ret.).	\$22,404.20	185

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<b>0-30 Days</b>	<b>31-60 Days</b>	<b>61-90 Days</b>	<b>Over 90 Days</b>	<b>Total Balance</b>
\$0.00	\$0.00	\$0.00	\$22,404.20	\$22,404.20

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 PLEASE DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT



**Mitsubishi Electric & Electronics USA, Inc.**  
 5665 Plaza Drive  
 Cypress, CA 90630

**Account #** 13148SH  
 Horizon Tech Center  
**Amount** \$ 22,404.20  
**Paid** \$



Opus West Construction Corporation  
 2020 Main Street, Suite 800  
 Irvine, CA 92614  
 (949) 622-1950  
 Fax: (949) 622-1148

# TRANSMITTAL

To: Mitsubishi Electric & Electronics USA, Inc. Date: 1/30/2008  
5665 Plaza Drive Job No.: 10262.00  
Cypress, CA 90630 Re: Horizon Tech Center  
 Phone #: 714-220-4700  
 Attention: Mike Oliver Fax #: 714-220-4730

We are sending you:  Attached  Under Separate Cover Via: \_\_\_\_\_  
 Shop Drawings  Change Order  Plans  Specifications  
 Submittals  Samples  Other: Agreement

No. of Copies	Dated	Description
1	December 20, 2007	Executed Subcontract Agreement

These are transmitted:  Approved  For Your Use  
 For Approval  Not Approved  For Your Information  
 For Review and Comment  Approved As Noted  As Requested  
 Revise and Resubmit  For Bids Due \_\_\_\_\_

Notes: Attached is the fully executed agreement for the above-referenced project. Please maintain insurance certificates and coverage for one (1) year after substantial completion of project, based on Warranty period(s) noted in the agreement and Div.1 General and Special Conditions. Please contact us if you have any questions on this or any other items. Thank you and we look forward to a successful project!

cc: (1) file 10262.00/See Subcontract Sum Breakdown

OPUS WEST CONSTRUCTION CORPORATION

Sue Tyler, Administrative Assistant  
 949-622-2189



Horizon Tech Center / 10262.00  
 See Subcontract Sum Breakdown / Hydraulic Elevator  
 Mitsubishi Electric & Electronics USA, Inc. / Mike Oliver  
 Contact Phone # 714-220-4700  
 Contact Fax # 714-220-4730  
 Payment Terms: Standard

**SUBCONTRACT AGREEMENT (Labor and Materials)**

This Subcontract Agreement ("Subcontract") is made as of this 20th day of December, 2007, by and between OPUS West Construction Corporation ("Contractor"), with its office located at 2050 Main St, Suite 800, Irvine, CA 92614, and Mitsubishi Electric & Electronics USA, Inc. ("Subcontractor") with its office located at 5665 Plaza Drive, Cypress, CA 90630

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 Horizon Tech Center ("Project"), located at 10301 Meanly Drive, San Diego, CA 92131 ("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 of Record:	Opus Architects & Engineers
Civil Engineer:	PBS&J
Structural Engineer of Record	Opus Architects & Engineers, Inc
5. **Scope of Work** Subcontractor's scope of work for the Project is described in the attached Rider "A" and is defined therein as the Work.
6. **Schedule** Time is of the essence. Accordingly, all time limits and requirements for completion set forth in the Subcontract Documents, including any intermediate milestones (collectively referred to in the Subcontract Documents as the "Schedule"), are of the essence of this Subcontract. Subcontractor shall begin its Work as soon as the Project is ready for the Work or within three (3) calendar days after being notified orally or in writing to proceed by Contractor. The Substantial Completion of the Work (defined in the General Conditions of Subcontract) shall be achieved as required by job progress, so as to allow the entire Project to be substantially completed on or before 07/09/2008. Subcontractor shall conform to all progress and schedule requirements of the Subcontract Documents and as directed by Contractor's project manager, and must achieve the milestones (if any) as described in the attached Rider "A"
7. **Subcontractor Sum** Contractor shall pay Subcontractor the sum of \$ 224,042.00 ("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 AK  
 Andrew Ranallo

**CONTRACTOR**  
 OPUS West Construction Corporation

By: Jeffrey J. Erickson  
 Jeffrey J. Erickson  
 (Print Name)  
 Vice President of Construction  
 (Title)  
1/29/08  
 (Date)

(New)

**SUBCONTRACTOR**  
 Mitsubishi Electric & Electronics USA, Inc

By: Michael Corto  
 Michael Corto  
 (Print Name)  
 General Manager  
 (Title)  
1/17/08  
 (Date)

**ORIGINAL**

AP

## RIDER A

This Rider A is attached to and made a part of the Subcontract between OPUS West Construction Corporation and Mitsubishi Electric & Electronics USA, Inc. dated 12/20/2007. All capitalized terms used, but not defined in this Rider "A" have the meaning ascribed to them in the Subcontract.

**C. 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 Hydraulic Elevator 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
Demolition Specification	02050	07/05/2007
Earthwork Specification	02200	07/05/2007
Asphaltic Paving Specification	02510	07/05/2007
Site Concrete Specification	02520	07/05/2007
Site Utilities Specification	02600	07/05/2007
Landscape and Irrigation Specification	02900	08/16/2007
Cast In Place Concrete Specification	03002	08/16/2007
Reinforcing Steel Specification	03202	08/16/2007
Structural Metal Framing, Joists, and Deck Specification	05100	07/27/2007
Metal Fabrications Specification	05500	07/27/2007
Caulking and Sealants Specification	07900	08/16/2007
Hydraulic Elevator Specification	14200	05/07/2007
General Mechanical Requirements Specification	15010	05/09/2007
Fire Protection Specification	15300	05/09/2007
Plumbing Specification	15400	05/09/2007
Heating, Ventilating, and Air Conditioning Specification	15500	05/09/2007
Energy Management System Specification	15800	05/09/2007
Electrical Specification	16000	05/09/2007
Title Sheet	A_T1.1	07/17/2007
Title 24 Energy Compliance	A_T1.2	07/17/2007
Fire Tested Assemblies and Penetrations	A_AC.1	07/17/2007
Architectural Site Plan	A_A1.1	07/17/2007
Site plan Details	A_A1.2	07/17/2007
First Level Floor Plan	A_A2.1	07/17/2007
Second Level Floor Plan	A_A2.2	07/17/2007
Roof Plan	A_A2.3	07/17/2007
Enlarged Floor Plans	A_A2.4	07/17/2007
Exterior Elevations	A_A3.1	07/17/2007
Wall Sections	A_A4.1	07/17/2007
Stair and Elevator Sections	A_A4.2	07/17/2007

Details	A_A5.1	07/17/2007
Partition Schedule and Details	A_A6.1	07/17/2007
Door Schedule and Hardware Groups	A_A6.2	07/17/2007
Interior Elevations	A_A7.1	07/17/2007
Interior Details	A_A8.1	07/17/2007
Reflected Ceiling plans	A_A9.1	07/17/2007
Title Sheet	A_S1	07/17/2007
Foundation Plan	A_S2	07/17/2007
Framing Plan level 02	A_S3	07/17/2007
Framing Plan, Roof	A_S4	07/17/2007
Tilt-Up Panel Wall Elevations	A_S5.1	07/17/2007
Tilt-Up Panel Wall Elevations	A_S5.2	07/17/2007
Tilt-Up Panel Wall Sections and Details	A_S5.3	07/17/2007
Sections and Details	A_S6	07/17/2007
Sections and Details	A_S7	07/17/2007
Sections and Details	A_S8	07/17/2007
Sections and Details	A_S9	07/17/2007
Sections and Details	A_S10	07/17/2007
Schedule, Notes, Legend, Details and T-24	A_M1.0a	07/17/2007
Site Plan and Equipment Pad Layout	A_M1.1a	07/17/2007
Mechanical HVAC 1st Floor Plan	A_M2.1a	07/17/2007
Mechanical HVAC 2nd Floor Plan	A_M2.2a	07/17/2007
Mechanical HVAC Roof Plan	A_M2.3a	07/17/2007
Specifications and Calculations	A_P-1	07/17/2007
Site Plan	A_P-2	07/17/2007
First Floor Plan	A_P-3	07/17/2007
Second Floor Plan	A_P-4	07/17/2007
Roof Plan	A_P-5	07/17/2007
Restroom Details	A_P-6	07/17/2007
Restroom Details	A_P-7	07/17/2007
Note Sheet	A_E1.1	07/17/2007
Title 24	A_E1.2	07/17/2007
Lighting Detail Sheet	A_E1.3	07/17/2007
Site Plan Utility	A_E2.1	07/17/2007
Site Plan Lighting	A_E2.2	07/17/2007
First Floor Lighting Plan	A_E3.1	07/17/2007
First Floor Power Plan	A_E3.2	07/17/2007
Second Floor Lighting Plan	A_E4.1	07/17/2007
Second Floor Power Plan	A_E4.2	07/17/2007
Roof Plan	A_E5.1	07/17/2007
Single Line Diagram and Panel Schedules	A_E6.1	07/17/2007



Detail Sheet	A_E7 1	07/17/2007
Title Sheet	B_T1 1	07/17/2007
Title 24 Energy Compliance	B_T1.2	07/17/2007
Fire Tested Assemblies and Penetrations	B_AC.1	07/17/2007
Architectural Site Plan	B_A1.1	07/17/2007
Site Plan Details	B_A1.2	07/17/2007
First Level Floor Plan	B_A2 1	07/17/2007
Second Level Floor Plan	B_A2 2	07/17/2007
Roof Plan	B_A2.3	07/17/2007
Enlarged Floor Plans	B_A2.4	07/17/2007
Exterior Elevations	B_A3.1	07/17/2007
Wall Sections	B_A4 1	07/17/2007
Stair and Elevator Sections	B_A4 2	07/17/2007
Details	B_A5 1	07/17/2007
Partition Schedule and Details	B_A6 1	07/17/2007
Door Schedule and Hardware Group	B_A6.2	07/17/2007
Interior Elevations	B_A7.1	07/17/2007
Interior Details	B_A8.1	07/17/2007
Reflected Ceiling Plan	B_A9.1	07/17/2007
Title Sheet	B_S1	07/17/2007
Foundation Plan	B_S2	07/17/2007
Framing Plan Level 02	B_S3	07/17/2007
Framing Plan Roof	B_S4	07/17/2007
Tilt-Up Panel Wall Elevations	B_S5.1	07/17/2007
Tilt-Up Panel Wall Elevations	B_S5 2	07/17/2007
Tilt-Up Panel Wall Sections and Details	B_S5 3	07/17/2007
Sections and Details	B_S6	07/17/2007
Sections and Details	B_S7	07/17/2007
Sections and Details	B_S8	07/17/2007
Sections and Details	B_S9	07/17/2007
Sections and Details	B_S10	07/17/2007
Schedule, Notes, Legend, Details, and T-24	B_M1 0b	07/17/2007
Site Plan and Equipment Pad Layout	B_M1 1b	07/17/2007
Mechanical HVAC 1st Floor Plan	B_M2 1b	07/17/2007
Mechanical HVAC 2nd Floor Plan	B_M2.2b	07/17/2007
Mechanical HVAC Roof Plan	B_M2.3b	07/17/2007
Specifications and Calculations	B_P1	07/17/2007
Site Plan	B_P2	07/17/2007
First Floor Plan	B_P3	07/17/2007
Second Floor Plan	B_P4	07/17/2007
Roof Plan	B_P5	07/17/2007

Restroom Details	B_P6	07/17/2007
Restroom Details	B_P7	07/17/2007
Note Sheet	B_E1.1	07/17/2007
Title 24	B_E1.2	07/17/2007
Lighting Detail Sheet	B_E1.3	07/17/2007
Site Plan Utility	B_E2.1	07/17/2007
Site Plan Lighting	B_E2.2	07/17/2007
First Floor Lighting Plan	B_E3.1	07/17/2007
First Floor Power Plan	B_E3.2	07/17/2007
Second Floor Lighting Plan	B_E4.1	07/17/2007
Second Floor Power Plan	B_E4.2	07/17/2007
Roof Plan	B_E5.1	07/17/2007
Single Line Diagram and Panel Schedules	B_E6.1	07/17/2007
Detail Sheet	B_E7.1	07/17/2007
Title Sheet	C_T1.1	07/17/2007
Title 24 Energy Compliance	C_T1.2	07/17/2007
Fire Tested Assemblies and Penetrations	C_AC.1	07/17/2007
Architectural Site Plan	C_A1.1	07/17/2007
Site Plan Details	C_A1.2	07/17/2007
First Level Floor Plan	C_A2.1	07/17/2007
Second Level Floor Plan	C_A2.2	07/17/2007
Roof Plan	C_A2.3	07/17/2007
Enlarged Floor Plan	C_A2.4	07/17/2007
Exterior Elevations	C_A3.1	07/17/2007
Wall Sections	C_A4.1	07/17/2007
Stair and Elevator Sections	C_A4.2	07/17/2007
Details	C_A5.1	07/17/2007
Partition Schedule and Details	C_A6.1	07/17/2007
Door Schedule and Hardware Groups	C_A6.2	07/17/2007
Interior Elevations	C_A7.1	07/17/2007
Interior Details	C_A8.1	07/17/2007
Reflected Ceiling Plan	C_A9.1	07/17/2007
Title Sheet	C_S1	07/17/2007
Foundation Plan	C_S2	07/17/2007
Framing Plan Level 02	C_S3	07/17/2007
Framing Plan Roof	C_S4	07/17/2007
Tilt-Up Panel Wall Elevations	C_S5.1	07/17/2007
Tilt-Up Panel Wall Elevations	C_S5.2	07/17/2007
Tilt-Up Wall Sections and Details	C_S5.3	07/17/2007
Sections and Details	C_S6	07/17/2007
Sections and Details	C_S7	07/17/2007

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Sections and Details	C_S8	07/17/2007
Sections and Details	C_S9	07/17/2007
Sections and Details	C_S10	07/17/2007
Schedule, Notes, Legends, Details and T-24	C_M1.0c	07/17/2007
Site Plan and Equipment Pad Layout	C_M1.1c	07/17/2007
Mechanical HVAC 1st Floor Plan	C_M2.1c	07/17/2007
Mechanical HVAC 2nd Floor Plan	C_M2.2c	07/17/2007
Mechanical HVAC Roof Plan	C_M2.3c	07/17/2007
Specifications and Calculations	C_P1	07/17/2007
Site Plan	C_P2	07/17/2007
First Floor Plan	C_P3	07/17/2007
Second Floor Plan	C_P4	07/17/2007
Roof Plan	C_P5	07/17/2007
Restroom Details	C_P6	07/17/2007
Restroom Details	C_P7	07/17/2007
Note Sheet	C_E1.1	07/17/2007
Title 24	C_E1.2	07/17/2007
Lighting Detail Sheet	C_E1.3	07/17/2007
Site Plan Utility	C_E2.1	07/17/2007
Site Plan Lighting	C_E2.2	07/17/2007
First Floor Lighting Plan	C_E3.1	07/17/2007
First Floor Power Plan	C_E3.2	07/17/2007
Second Floor Lighting Plan	C_E4.1	07/17/2007
Second Floor Power Plan	C_E4.2	07/17/2007
Roof Plan	C_E5.1	07/17/2007
Single Line Diagram and Panel Schedules	C_E6.1	07/17/2007
Detail Sheet	C_E7.1	07/17/2007
Grading Plans	1-D	08/16/2007
Grading Plans	2-D	08/16/2007
Grading Plans	3-D	08/16/2007
Grading Plans	4-D	08/16/2007
Grading Plans	5-D	08/16/2007
Detail Sheet Plan	6-D	08/16/2007
Erosion Control Plan	7-D	08/16/2007
Retaining Wall Profile	8-D	08/16/2007
Wall Plans	9-D	08/16/2007
Water Plans	10-D	08/16/2007
Storm Drain and Sewer Plan	11-D	08/16/2007
Striping Plans	12-D	08/16/2007
Demolition Plan	13-D	08/16/2007
Horizontal Control Plan	14-D	08/16/2007

Horizontal Control Plan	15-D	08/16/2007
Landscape Title Sheet	L0 1	08/16/2007
Landscape Construction Plan	L1.1	08/16/2007
Landscape Construction Plan	L1.2	08/16/2007
Landscape Construction Plan	L1.3	08/16/2007
Landscape Construction Plan	L1.4	08/16/2007
Landscape Construction Plan	L1.5	08/16/2007
Landscape Construction Details and Notes	L2.1	08/16/2007
Landscape Irrigation Plan	L3 1	08/16/2007
Landscape Irrigation Plan	L3 2	08/16/2007
Landscape Irrigation Plan	L3.3	08/16/2007
Landscape irrigation Plan	L3.4	08/16/2007
Landscape Irrigation Plan	L3.5	08/16/2007
Landscape Irrigation Legend and Notes	L4 1	08/16/2007
Landscape Irrigation Details	L4 2	08/16/2007
Landscape Irrigation Details	L4 3	08/16/2007
Landscape Planning Plan	L5 1	08/16/2007
Landscape Planning Plan	L5.2	08/16/2007
Landscape Planning Plan	L5 3	08/16/2007
Landscape Planning Plan	L5 4	08/16/2007
Landscape Planning Plan	L5.5	08/16/2007
Landscape Planning Details and Notes	L6 1	08/16/2007
Landscape Specifications	L7 1	08/16/2007
Landscape Specifications	L7 2	08/16/2007
Landscape Specifications	L7 3	08/16/2007
Landscape Specifications	L7.4	08/16/2007
Landscape Specifications	L7.5	08/16/2007

Field Bulletins

Date	Number	Name
N/A		

Supplemental Design Documents

Description	Date
Outline Specification	01/12/2007
Development Timeplan	04/25/2007
Geotechnical Investigation	01/23/2007

Other Documents

Description	Number	Date	Last Revision Date
Supplemental General Conditions - Horizon		7/19/2007	7/19/2007
Special Conditions of Subcontract Horizon		7/19/2007	7/19/2007
General Conditions of Subcontract - Horizon		7/19/2007	7/19/2007

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:

- 01 Once executed, this Subcontract Agreement supersedes prior unexecuted Subcontract Agreement dated October 8, 2007
- 02 Subcontractor Confirms that the elevator machine room, hoistway, pit depth and clear heights are acceptable in size as indicated on the Subcontract Documents
- 03 This subcontract includes twelve (12) months of Warrant maintenance from project substantial completion in lieu of three (3) months, as indicated in specification section 14200, Part 1- General G.4
- 04 Subcontractor shall provide wood veneer at elevator cabs as specified in project documents and lobby finish schedule
- 05 Contractor will provide pit pockets as necessary to retain a 14'-3" clear overhead as required
- 06 Subcontractor shall provide 125 FPM elevator speed in lieu of 250FPM as indicated in specification section 14200, Part 4 - Rider, D
- 07 Subcontractor shall provide 8'-0" cab height in lieu of 9'-7" cab height as indicated in specification section 14200, Part 4 - Rider, D

Section 4. Indemnification shall be deleted in its entirety and replaced with the following:

Subcontractor will defend, indemnify and hold harmless Contractor, Owner and Architect (including Contractor's, Owner's and Architect's officers, directors, shareholders, partners, members, agents, employees, licensees, affiliates, representatives, successors and assigns) (all of the foregoing being referred to individually as an "Indemnified Party" and collectively as the "Indemnified Parties") from and against any and all claims, demands, obligations, actions, causes of action, rights, damages, costs, losses, and liabilities (including, without limitation, reasonable attorneys' fees and costs and other litigation, mediation, arbitration, or dispute resolution expenses), whether based on tort, contract, or equitable principles, 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 Indemnified Party will be provided by Subcontractor by legal counsel reasonably satisfactory to such Indemnified Party. Subcontractor's obligations to defend, indemnify and save harmless as required in the Subcontract shall be subject to Indemnified Party's providing prompt notice to Subcontractor of all Claims and the commencement of any suit, action or proceeding in respect of which indemnity may be sought. Subcontractor shall have right to reasonably control the defense of all Claims. Provided that Subcontractor diligently defends such Claims, Subcontractor shall not be liable for the settlement of any Claim (that is effected without the prior consent of Subcontractor. Subcontractor's obligations to defend and indemnify include (without limitation) all Claims, whether made before, during or after the performance of this Subcontract, which arise from or relate to the activities, products, actions or omissions of Subcontractor and/or Subcontractor's officers, directors, shareholders, partners, members, agents, employees, licensees, affiliates, representatives, independent contractors, suppliers, subcontractors, successors or assigns (collectively, the "Subcontractor Parties") that occur before the last of 1.) substantial completion of the project, or 2.) expiration of subcontractor's guarantee period, or 3.) expiration of subcontractor's maintenance service period as set forth in the contract documents. Subcontractor's obligations to defend and indemnify also include (without limitation) any Claims based on duties, obligations, or liabilities imposed on any Indemnified Party by statute, ordinance, regulation or other law, but only to the extent caused in whole or part by Subcontractor's work under the Subcontract. Subcontractor's obligations to defend and indemnify 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, or other employee benefits acts. Subcontractor's obligations to defend and indemnify shall be triggered by the assertion of a Claim against any Indemnified Party and shall apply whether or not Subcontractor or any of the Subcontractor Parties was negligent or otherwise at fault and whether or not the Claim has any merit. Subcontractor's obligations to defend and indemnify specifically and expressly include (without limitation) any Claims caused in part by the negligence (whether active or passive) or other misconduct of any Indemnified Party. Notwithstanding all of the foregoing, however, Subcontractor is not obligated to indemnify any one or more Indemnified Parties for a Claim which is ultimately determined, upon final adjudication, settlement or other resolution of the Claim, to have been caused solely by the negligence or willful misconduct of such Indemnified Parties, which shall promptly reimburse Subcontractor for its out of pocket costs of defense and legal fees upon such determination. The parties intend that Subcontractor's obligations under this paragraph will be enforced to the fullest extent allowable under applicable law, and agree that if any of the provisions of this paragraph are, to any extent, held to be invalid, illegal or unenforceable for any reason, any remaining portion thereof and all other provisions of this paragraph will not be affected by such holding, but will remain valid and in force to the fullest extent permitted by law.

#### General Conditions of Subcontract Modifications & Clarifications

The following revisions are clarifications of and supersede the noted Articles of the General Conditions of Subcontract as identified in Rider A of this Subcontract Agreement:

Article 7. Miscellaneous Provisions shall be modified as follows:

7.9.1 All claims, disputes and other matters in question arising out of or relating to the Subcontract, or the breach thereof, which the parties do not resolve in good faith within ten (10) days after either party notifies the other of its

desire to arbitrate such disputes or controversies shall be decided by litigation or arbitration at the election of Contractor or Subcontractor and in the manner selected by Contractor. The award rendered by any arbitrators in such event shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

7.9.2 If Contractor or Subcontractor so requires, prior to any arbitration or litigation, the parties shall participate in good faith in a non-binding mediation conducted in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, provided that doing so will not result in the loss or lapse of any rights due to the operation of statutory or other limitations on the time in which to bring action, and in such event Contractor and Subcontractor agree to participate in good faith and with due diligence for the resolution of the claim, dispute or other matter in question.

#### Supplemental General Conditions of Subcontract Modifications & Clarifications

The following revisions are clarifications of and supersede the noted Articles of the Supplemental General Conditions of Subcontract as identified in Rider A of this Subcontract Agreement:

Article 4. Subcontractor shall be modified as follows:

4.5.7 Warranty repairs and parts replaced are warranted for 12 months after the date of the repair or replacement, provided that Subcontractor continues to perform the maintenance of the elevators and/or escalators. Otherwise, Warranty repairs and replacements are warranted only through the expiration of the original 12-month warranty period.

4.5.8 This warranty shall not apply to elevators or escalators that have been repaired other than by, or with the authorization of, Subcontractor and using its approved procedures, that have been subjected to vandalism, misuse, abuse, improper or insufficient maintenance, negligence or accident, improper operation, that have been damaged by excessive physical or electrical stress, normal wear, tear and use, or that have had their serial number or any part thereof altered, defaced or removed.

4.5.9 Subcontractor makes no other warranties of any kind whatsoever with respect to the Work, the elevators and/or escalators, and hereby expressly disclaims all other warranties, express or implied, including the implied warranties of merchantability and fitness for a particular purpose.

7.9.4 If a party to this Subcontract brings a claim to recover damages as a result of a breach of this Subcontract, the prevailing party shall be entitled to recover from the party not prevailing the costs and expenses, including reasonable attorneys' fees, actually incurred by the prevailing party in prosecuting or defending the action. If the party making the claim is the prevailing party, attorneys' fees shall not exceed twenty percent (20%) of the amount recovered. If the party defending the claim is the prevailing party, the attorneys' fees shall not exceed twenty percent (20%) of the amount claimed by the claiming party. In the case of multiple claims or claims involving multiple parts, the prevailing party shall only be entitled to attorneys' fees under this provision which are attributable to the particular claim or part of claim on which the party prevailed. In addition to any other attorneys' fees and costs to which the prevailing party may be entitled under this Subcontract, prevailing party shall also be entitled to recover from the other party reasonable attorneys' fees and costs incurred by the prevailing party in connection with any litigation or other legal proceeding between the parties about any defense or indemnity obligations of Subcontractor under this Subcontract.

7.15 Limitation of Liability

7.15.1 Subcontractor shall not be liable to Contractor or Owner for any special, incidental or consequential damages arising out of or related to the subcontract, any breach thereof, any breach of warranty or liquidated damages, except for such sums actually paid by Contractor and only to the extent directly caused by Subcontractor.

Article 9. Payments and Completion shall be modified as follows:

9.3.6 If Contractor does not pay Subcontractor in accordance with the terms of this Subcontract, Subcontractor may, without waiver of any other rights or remedies, stop Work, after five (5) days written notice to Contractor, until payment of the amount owing has been received.

9.6.3 Subcontractor shall have thirty (30) days in which to bond or otherwise deal with any lien recorded against the Project by any of its subcontractors or sub-subcontractors or their employees, and Subcontractor shall have the unrestricted right to file a lien or claim on its own behalf in accordance with California law.

This Subcontract excludes the following:

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

N/A

Schedule Notes

- 1 Subcontractor shall make best efforts to accelerate schedule.
- 2 Subcontractor shall perform in accordance with mutually agreed requirements as described in periodic project schedules and Superintendent's two and three week schedules.
- 3 Start date for this subcontract work is approximately 10/08/07
- 4 Completion date for Subcontractor's Work is 06/01/08

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

Subcontract Recap

Sub-Job Number	Sub-Job Name	Name	Rate
10262.10	Building A	Elevator scope of work	\$69,036.00
10262.20	Building B	Elevator scope of work	\$69,036.00
10262.30	Building C	Elevator scope of work	\$69,035.00
10262.10	Building A	Wood Veneer Cab finishes	\$5,645.00
10262.20	Building B	Wood Veneer Cab finishes	\$5,645.00
10262.30	Building C	Wood Veneer Cab finishes	\$5,645.00
		Total	\$ 224,042.00



**Subcontract Sum Breakdown**

Name	Account Code	Amount
Elevators - Subcontract	10262 10-110-14200.00-S	\$69,036.00
Elevator Cab Finish - Subcontract	10262 10-110-14270.00-S	\$5,645.00
Elevators - Subcontract	10262.20-110-14200.00-S	\$69,036.00
Elevator Cab Finish - Subcontract	10262.20-110-14270.00-S	\$5,645.00
Elevators - Subcontract	10262 30-110-14200.00-S	\$69,035.00
Elevator Cab Finish - Subcontract	10262 30-110-14270.00-S	\$5,645.00
<b>Total</b>		<b>\$224,042.00</b>

**4. Unit Pricing.**

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

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

**Unit Price List**

Name	Rate	Quantity UOM
Foreman - Overtime	\$194.00	Hour
Foreman - Straight Time	\$114.00	Hour
Helper - Overtime	\$130.00	Hour
Helper - Straight Time	\$80.00	Hour
Mechanic - Overtime	\$175.00	Hour
Mechanic - Straight Time	\$104.00	Hour

**5. Alternates.**

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

**Alternates**

Line Number	Name	Amount
1	Subcontractor shall remove Cherry Veneer panels and replace with Plastic laminate cab finishes	\$(16,935.00)
2	Subcontractor shall increase cab height from 8'-0" to 9'-0" including adjusting door frames from 7'-0" to 8'-0"	\$ 3,920.00
3	Subcontractor shall provide biodegradable oil in lieu of petroleum based oil at all three elevators	\$ 2,100.00
4	Remove Battery Lowering Device	\$(3,050.00)

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 Mitsubishi Electric & Electronics USA, Inc. dated 12/20/2007. 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 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 4. 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; (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; and (iv) shall be triggered by the assertion of a Claim against any Indemnitee without the requirement that it first be determined that Subcontractor or any Subcontractor Party was negligent or otherwise at fault or that the Claim has any merit. 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 laws, 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.

Section 5. Waiver.

Subcontractor hereby waives the benefits of, and Subcontractor's rights under, California Business and Professions Code Section 7108.5 to the fullest extent the same may be waived by Subcontractor under applicable Laws.

Section 6. SWPPP.

Subcontractor shall comply with (i) all applicable water quality Laws, including those enforced by the California State Water Resources Control Board (the "SWRCB") and the Regional Water Quality Control Board (Region 9); (ii) the National Pollutant Discharge Elimination System and the Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity (SWRCB Order No 99-08-DWQ) and all amendments and modifications thereto; (iii) any Storm Water Pollution Prevention Plan applicable to the Project (as modified from time to time, the "SWPPP") and all associated Best Management Practices; and (iv) City and/or County ordinances, guidelines, and manuals applicable to stormwater discharges from construction sites. If Subcontractor observes any violation of any Laws, it shall immediately correct such violation. Any Work performed by Subcontractor that is not in compliance with applicable Laws shall be redone in compliance with applicable Laws at Subcontractor's sole expense. The SWPPP is a part of the Subcontract Documents.

Section 7 California License Law.

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISSION PERTAINING TO STRUCTURAL DEFECTS MUST BE FILED WITHIN 10 YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, P.O. BOX 26000, SACRAMENTO, CALIFORNIA 95826

Contractor's California License No.

509591

Subcontractor's California License No.

791291

END OF RIDER B

## RIDER C

This Rider C is attached to and made a part of the Subcontract between OPUS West Construction Corporation, and Mitsubishi Electric & Electronics USA, Inc. dated 12/20/2007. 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.

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 in 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