

UNITED STATES BANKRUPTCY COURT FOR THE NORTHERN DISTRICT OF TEXAS		PROOF OF CLAIM
Name of Debtor: (Check Only One): <input checked="" type="checkbox"/> Opus West Corporation <input checked="" type="checkbox"/> Opus West Construction Corporation <input type="checkbox"/> O.W. Commercial, Inc. <input type="checkbox"/> Opus West LP <input type="checkbox"/> Opus West Partners, Inc.	Case Number: <div style="font-size: 1.2em; font-family: cursive;">09-34360</div>	
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. All other requests for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.		
Name of Creditor (the person or other entity to whom the debtor owes money or property): <div style="font-size: 1.2em; font-family: cursive;">WESCON CORP.</div>	<div style="text-align: center; border: 1px solid black; padding: 10px; margin: 10px auto; width: 150px;"> RECEIVED SEP 03 2009 BMC GROUP </div> <div style="margin-top: 10px;"> <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: _____ </div>	
Name and address where notices should be sent: <div style="font-size: 1.2em; font-family: cursive;">1515 W. SAN ANGELO ST., Suite 'A'</div> <div style="font-size: 1.2em; font-family: cursive;">GILBERT, AZ 85233</div> Telephone number: Email Address: 480-503-1671 KSCHULTE@WESCONAZ.COM	<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check this box if you are the debtor or trustee in this case.	
Name and address where payment should be sent (if different from above): Telephone number:	<div style="border: 1px solid black; padding: 5px;"> 1. Amount of Claim as of Date Case Filed: \$ <u>15,757.10</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. </div>	
2. Basis for Claim: GOODS + CONSTRUCTION SERVICES (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.	
3. Last four digits of any number by which creditor identifies debtor: 0510 3a. Debtor may have scheduled account as: _____ (See instruction §3a on reverse side.)	<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 checked="" type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. §507 (a)(). MECHANICS LIEN Amount entitled to priority: <div style="text-align: right; font-size: 1.2em; font-family: cursive;">\$ 15,757.10</div>	
4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. Nature of property or right of setoff: <input checked="" type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Equipment <input type="checkbox"/> Other Value of Property: \$ _____ Annual Interest Rate 6 % Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ 0 Basis for perfection: MECHANICS LIEN Amount Unsecured: \$ 0	6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim. 7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements or running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.) DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain: _____	
Date:	Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any. <div style="font-size: 1.2em; font-family: cursive;">Ray F. Edgar, PRESIDENT</div>	FOR COURT USE ONLY

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

Modified B10 (GCG) (12/08)

OPUS WEST



00168

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.

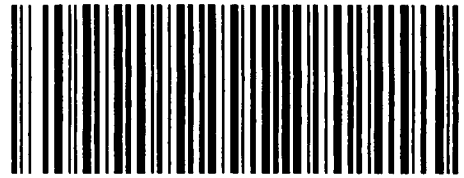
INFORMATION

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.



JUN 30 2009

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
2009-0587913 06/26/09 01:40 PM
5 OF 5

HOYP

When Recorded Return To:

WESCON CORPORATION
C/O P. O. BOX 25529
TEMPE, AZ 85285-5529

AZCLDP #81014

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

CLAIMANT:

**WESCON CORPORATION
1515 W. SAN ANGELO ST. #A
GILBERT, AZ 85233
(480) 503-1671**

OWNER:

**SALT RIVER-PIMA-MARICOPA
INDIAN COMMUNITY
10005 E. OSBORN ROAD
SCOTTSDALE, AZ 85256**

LESSEE:

**PC-101 LLC
PIMA CENTER 101 LLC
2555 E. CAMELBACK RD. #800
PHOENIX, AZ 85016**

LENDER OR REPUTED LENDER:

**BANK OF AMERICA, NA
201 E. WASHINGTON ST. 22ND FLOOR
AZ1-200-2217 ATTN: NANCY ALONZO
PHOENIX, AZ 85004**

AMOUNT OF CLAIM AFTER DEDUCTING JUST CREDITS & OFFSETS:

\$15,757.10, PLUS LIEN FEES AND ACCRUING INTEREST.

SUBJECT REAL PROPERTY & THE LEASEHOLD INTERESTS AND IMPROVEMENTS THEREON OF THE LESSOR (ADDRESS OR LOCATION, CITY & COUNTY):

**OPUS PIMA CENER 1 - BLDG E
9180 E. VIA DE VENTURA
SCOTTSDALE, MARICOPA COUNTY, AZ 85258**

SUBJECT REAL PROPERTY & LEASEHOLD INTERESTS AND IMPROVEMENTS THEREON OF THE LESSOR (LEGAL DESCRIPTION): PIMA CENTER 1 BUILDING E AT THE CORPORATE AT PIMA CENTER THAT PORTION OF SECTION 31, TOWNSHIP 3 NORTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN.

I am the Claimant or Claimant's limited agent and have knowledge of the facts of this claim and make this affidavit in compliance with A.R.S. 33-993.

1. 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. This was done at the request of the request of Owner or Reputed Owner, or at the request of a person whom Claimant reasonably believed to be the lawful agent of Owner or Reputed Owner.
2. Claimant was employed by and furnished labor and/or materials to OPUS WEST CONSTRUCTION CORP., THE GENERAL CONTRACTOR AND OWNER/REPUTED OWNER AND/OR LESSEE.
3. The labor, materials, machinery, fixtures or tools were furnished pursuant to a written contract agreement. See attached Exhibit "A".
4. The building, structure or improvement or the alteration or repair of such building, structure, or improvements was completed on or about March 19, 2009.
5. A Preliminary Twenty Day Notice as required by A.R.S. 33-992.01 was served on JANUARY 16, 2008. A copy of said notices and proofs of service as required by A.R.S. 33-992.02 are attached as Exhibit "B".

WHEREFORE Claimant demands a lien on Subject Real Property and all improvements thereon in the amount set forth above, and in order to fix this lien has made this Notice of 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, and Lender.

DATED: JUNE 26, 2009

Randy J. Schulte

STATE OF ARIZONA)
COUNTY OF MARICOPA)

SUBSCRIBED AND SWORN TO BEFORE ME THIS 26th DAY OF June, 2009.

BY Randy J. Schulte

Kristin M. Schulte

NOTARY PUBLIC

PREPARED BY:



[Signature]

AZCLDP #81004

To(OWNER): Opus West Corporation
2555 E. Camelback Rd. Ste. 800
Phoenix, AZ 85016-4201

Project: Pima Center I- Bldg E
9180 E Via de Ventura
Scottsdale, AZ 85258

Application No: 5
Invoice No: R2968
Period To: 2/28/2009

From: WESCON CORPORATION
1515 W. SAN ANGELO ST.
SUITE A
GILBERT, AZ 85233

Via(Architect):

Architect's
Project No: 10510.00
Invoice Date: 2/25/2009
Contract Date: 1/8/2008

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Approved previous months	17,944.00	0.00
Approved this month	0.00	0.00
TOTALS	17,944.00	0.00
Net change by change orders	17,944.00	

1. ORIGINAL CONTRACT SUM.....\$	139,627.00
2. Net change by Change Orders.....\$	17,944.00
3. CONTRACT SUM TO DATE(Line 1 +/- 2).....\$	157,571.00
4. TOTAL COMPLETED & STORED TO DATE.....\$	157,571.00
5. RETAINAGE.....\$	0.00
6. TOTAL EARNED LESS RETAINAGE.....\$ (Line 4 less Line 5)	157,571.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT.....\$ (Line 6 from prior Certificate)	141,813.90
8. SALES TAX.....\$	0.00
9. CURRENT PAYMENT DUE.....\$	15,757.10
10. BALANCE TO FINISH, PLUS RETAINAGE.....\$ (Line 3 less Line 6)	0.00

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (Not in D or E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE
			FROM PREV. APPLICATION (D+E)	THIS PERIOD				
11	WATER	64,020.00	64,020.00	0.00	0.00	64,020.00	0.00	0.00
21	SEWER	4,823.00	4,823.00	0.00	0.00	4,823.00	0.00	0.00
31	STORM	52,178.00	52,178.00	0.00	0.00	52,178.00	0.00	0.00
51	FIRE	11,106.00	11,106.00	0.00	0.00	11,106.00	0.00	0.00
63	SURVEY	7,500.00	7,500.00	0.00	0.00	7,500.00	0.00	0.00
601	CO#1- Vert Realignment 8" Wtr	2,424.00	2,424.00	0.00	0.00	2,424.00	0.00	0.00
602	CO#3- 3/17- 3/24 Wtr tie in	15,520.00	15,520.00	0.00	0.00	15,520.00	0.00	0.00
	Totals	157,571.00	157,571.00	0.00	0.00	157,571.00	0.00	0.00



SUBCONTRACT APPLICATION FOR PAYMENT

Project Name : Opus Pima Center I - Building E
Subcontractor : Wescon Corporation
Supplier # : 1008012
Address : 1515 West San Angelo Street, Suite A
Gilbert, AZ 85233
Phone : 480-503-1671
Remittance Address : Opus West Construction Corp
Attn : Accounts Payable
2555 E Camelback Rd #800
Phoenix, AZ 85016

Project Number : 10510
Date of Application : 2/25/2009
Application Number : 5- Retention
Period From : 2/1/2009 Period To: 2/28/2009

CONTRACT INFORMATION

ITEM	SALES TAX(\$ (if applicable)	TOTAL(\$)
ORIGINAL CONTRACT AMOUNT		\$139,627.00
OPUS APPROVED CHANGE ORDER # 1 THRU # 1		\$17,944.00
CONTRACT AMOUNT TO DATE TOTAL		\$157,571.00

APPLICATION INFORMATION

A Total Completed & Stored to Date \$157,571.00
B Less Retainage %
C Total Earned Less Retainage (A - B)
D Less Previous Billings (previous req's line C) \$ 141,813.90
E Current Payment Due (C - D) \$15,757.10
F Balance to Finish, Plus Retainage (G - A + B)
G Current Gross Amount Completed This Period

SUBCONTRACTOR :

BY :

DATE :

Wescon Corporation

Kristin M. Schulte

2/25/2009

Supplier :# 1008012

Kristin M. Schulte, Office Manager

APPLICATION BREAKDOWN

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

Account Code	Description	Current Contract Amount	From Previous Application	This Period	Total Work Complete	Percent Complete	Retainage This Application	Net Payment
10510.00-B10-01450.00-S	Utilities Survey-Subcontract	\$7,500.00	\$ 7,500.00	\$ -	\$ 7,500.00	100%	\$ -	\$ -
10510.00-B10-02660.00-S	Sanitary Sewer-Subcontract	\$4,823.00	\$ 4,823.00	\$ -	\$ 4,823.00	100%	\$ -	\$ -
10510.00-B10-02670.00-S	Water Distribution-Subcontract	\$93,070.00	\$ 93,070.00	\$ -	\$ 93,070.00	100%	\$ -	\$ -
10510.00-B10-02680.00-S	Storm Sewer-Subcontract	\$52,178.00	\$ 52,178.00	\$ -	\$ 52,178.00	100%	\$ -	\$ -
	TOTAL	\$157,571.00	\$150,071.00		\$157,571.00	100%		
		H	I	G	A	J	K	E

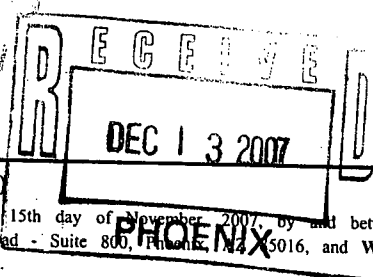
SHADED AREA FOR OPUS ACCOUNTING USE ONLY

Vendor ID	Vendor Inv #	Date	G/L Exp

EXHIBIT A

COPY

RL
AVG



Pima Center I - Building E / 10510.00
02600 /Site Utilities
Wescon Corporation / Randy Schulte
Contact Phone # 480-503-1671 x15
Contact Fax # 480-503-1674
Payment Terms: Standard

SUBCONTRACT AGREEMENT (Labor and Materials)

This Subcontract Agreement ("Subcontract") is made as of this 15th day of November, 2007, by and between Opus West Construction Corporation ("Contractor"), with its office located at 2555 East Camelback Road - Suite 800, Phoenix, AZ 85016, and Wescon Corporation ("Subcontractor") with its office located at 1515 West San Angelo Street, Suite A, Gilbert, AZ 85233.

Contractor and Subcontractor agree as follows:

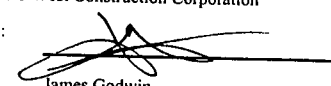
1. Subcontract Documents. The term "Subcontract Documents" is defined in Paragraph 1 of the attached Rider "A".
2. Project. Contractor is providing design and construction-related services to Owner (defined below) in connection with the project generally described as Pima Center I - Building E ("Project"), located at 9180 E. Via de Ventura, Scottsdale, AZ 85258 ("Project Site"), and consisting of the total work provided by Contractor under contract documents between Owner and Contractor.
3. Owner. The Owner of the Project is PC-101, Inc. ("Owner").
4. Architect/Engineer. The architect and engineers ("Architect/Engineer") of record for the Project are:

Architect of Record:	Butler Design Group, Inc.
Civil Engineer:	Erickson & Meeks Engineering, LLC
Interior Designer:	McCarthy Nordburg, Ltd.
Landscape Architect:	Laskin & Associates, Inc.
Structural Engineer of Record:	Opus Architects & Engineers, Inc.
5. Scope of Work. Subcontractor's scope of work for the Project is described in the attached Rider "A" and is defined therein as the Work.
6. Schedule. Time is of the essence. Accordingly, all time limits and requirements for completion set forth in the Subcontract Documents, including any intermediate milestones (collectively referred to in the Subcontract Documents as the "Schedule"), are of the essence of this Subcontract. Subcontractor shall begin its Work as soon as the Project is ready for the Work or within three (3) calendar days after being notified orally or in writing to proceed by Contractor. The Substantial Completion of the Work (defined in the General Conditions of Subcontract) shall be achieved as required by job progress, so as to allow the entire Project to be substantially completed on or before 08/05/2008. Subcontractor shall conform to all progress and schedule requirements of the Subcontract Documents and as directed by Contractor's project manager, and must achieve the milestones (if any) as described in the attached Rider "A".
7. Subcontract Sum. Contractor shall pay Subcontractor the sum of \$ 139,627.00 ("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)

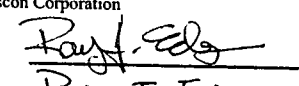
Contractor and Subcontractor sign as follows:

Approved by Contractor's project manager  12/13/07
Ryan Hulet

CONTRACTOR
OPUS West Construction Corporation

By: 
James Godwin
(Print Name)
Senior Director of Construction
(Title)
12-19-07
(Date)

SUBCONTRACTOR
Wescon Corporation

By: 
RAY F. EDGAR
(Print Name)
PRESIDENT
(Title)
12-12-07
(Date)

RIDER A

This Rider A is attached to and made a part of the Subcontract between Opus West Construction Corporation and Wescon Corporation dated 11/15/2007. All capitalized terms used, but not defined in this Rider "A" have the meaning ascribed to them in the Subcontract.

I. Work/Subcontract Documents.

Subcontractor shall furnish all necessary labor, materials, equipment, skills, services (including design and engineering, if applicable), supervision and appurtenances necessary to complete all Section Site Utilities 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		01/21/2007
General Conditions of Subcontract		06/01/2005
Special Conditions of Subcontract		05/02/2007
Supplemental General Conditions		06/01/2005
Cover Sheet	CS	11/07/2007
Grading & Drainage, Water Sewer & Fire Line Cover Sheet	C1	11/07/2007
Grading & Drainage Plan	C2	11/07/2007
Grading & Drainage Plan	C3	11/07/2007
Grading & Drainage Details & Sections	C4	11/07/2007
Water, Sewer & Fire Line Plan	C5	11/07/2007
Water, Sewer & Fire Line Plan	C6	11/07/2007
Site/Best Management Practices Map	Map	11/07/2007
Cover Sheet	LA01	11/07/2007
Planting Plans	LA02	11/07/2007
Planting Plans	LA03	11/07/2007
Irrigation Plans	LA04	11/07/2007
Irrigation Plans	LA05	11/07/2007
Landscape Detail Sheet	LA06	11/07/2007
Irrigation Detail Sheet	LA07	11/07/2007
Specifications	LA08	11/07/2007
Site Plan	A0.1	11/07/2007
Enlarged Site Plan	A0.2	11/07/2007
Site Details	A0.3	11/07/2007
Site Details	A0.4	11/07/2007
1st Floor Plan	A1.1	11/07/2007
1st Floor Plan - Edge of Slab	A1.1.1	11/07/2007
2nd Floor Plan	A1.2	11/07/2007
2nd Floor Plan - Edge of Slab	A1.2.1	11/07/2007
Roof Plan	A1.3	11/07/2007
Elevations	A2.1	11/07/2007

KA

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	11/07/2007
First Floor - Enlarged Lobby RCP Plan	IA3.1	11/07/2007
Enlarged Restroom Plans	IA6.0	11/07/2007
Interior Architectural Details	IA8.0	11/07/2007
Interior Architectural Details	IA8.1	11/07/2007
Interior Architectural Details	IA8.2	11/07/2007
Title Sheet	S1	11/07/2007
Level 1 Foundation Plan	S2	11/07/2007
Level 2 Framing Plan	S3.1	11/07/2007
Level 2 Enlarged Plans & Schedules	S3.2	11/07/2007
Roof Framing Plan	S4.1	11/07/2007
Awning Framing Plans & Details	S4.2	11/07/2007
Braced Frame Sections & Details	S5	11/07/2007
Sections and Details	S6	11/07/2007
Sections and Details	S7	11/07/2007
Sections and Details	S8	11/07/2007
Sections and Details	S9	11/07/2007
Sections and Details	S10	11/07/2007
Mechanical Cover Sheet	M0.1	11/07/2007
First Floor Mechanical Plan	M1.1	11/07/2007
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

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Mechanical Details	M2.3	11/07/2007
Plumbing Legend, Symbols and Fixture Schedules	P0.1	11/07/2007
Plumbing Specifications	P0.2	11/07/2007
Plumbing Specifications	P0.3	11/07/2007
Plumbing Plan - 1st Floor	P2.1	11/07/2007
Plumbing Plan - 2nd Floor	P2.2	11/07/2007
Enlarged Plumbing Floor Plan, 1st & 2nd Floor	P2.3	11/07/2007
Plumbing Riser Diagrams	P3.1	11/07/2007
Symbols and Schedules	E0.0	11/07/2007
Site Lighting Plan	E1.0	11/07/2007
Partial 1st Floor Lighting Plan	E2.0	11/07/2007
Partial 1st Floor Lighting Plan	E2.1	11/07/2007
Partial 1st Floor Lighting Plan	E2.2	11/07/2007
Partial 2nd Floor Lighting Plan	E3.0	11/07/2007
Partial 2nd Floor Lighting Plan	E3.1	11/07/2007
Partial 2nd Floor Lighting Plan	E3.2	11/07/2007
Partial 1st Floor Power Plan	E4.0	11/07/2007
Partial 1st Floor Power Plan	E4.1	11/07/2007
Partial 1st Floor Power Plan	E4.2	11/07/2007
Enlarged 1st/2nd Floor Power Plans	E4.3	11/07/2007
Partial 2nd Floor Power Plan	E5.0	11/07/2007
Partial 2nd Floor Power Plan	E5.1	11/07/2007
Partial 2nd Floor Power Plan	E5.2	11/07/2007
Partial Roof HVAC/SS Plan	E6.0	11/07/2007
Partial Roof HVAC/SS Plan	E6.1	11/07/2007
Partial Roof HVAC/SS Plan	E6.2	11/07/2007
Single Line Diagram	E7.0	11/07/2007
Details and Calculations	E7.1	11/07/2007
Panelboard Schedules	E8.0	11/07/2007
Panelboard Schedules	E8.1	11/07/2007
Panelboard Schedules	E8.2	11/07/2007
Earthwork Specifications - Pima Center I - Building E	02200	08/30/2007
Termite Protection Specifications - Pima Center I - Building E	02280	08/30/2007
Asphalt Paving Specifications - Pima Center I - Building E	02510	08/30/2007
Site Concrete Specifications - Pima Center I - Building E	02520	08/30/2007
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	08/30/2007
Cast In Place Concrete System Specifications - Pima Center I - Building E	03300	10/23/2007
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

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Metal Fabrications Specifications - Pima Center I - Building E	05500	09/20/2007
Building Insulation Specifications - Pima Center I - Building E	07200	08/30/2007
Built Up Roofing Specifications - Pima Center I - Building E	07510	11/06/2007
Caulking Specifications - Pima Center I - Building E	07900	08/30/2007
Hollow Metal Doors and Frames Specifications - Pima Center I - Building E	08100	08/30/2007
Wood Doors Specifications - Pima Center I - Building E	08200	08/30/2007
Aluminum Framing and Glazing Systems Specifications - Pima Center I - Building E	08400	10/31/2007
Door Hardware Specifications - Pima Center I - Building E	08700	08/30/2007
Hydraulic Elevators Specifications - Pima Center I - Building E	14240	08/30/2007
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	08/30/2007

Field Bulletins

Date	Number	Name
N/A		

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

This Subcontract excludes the following:

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

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

N/A

Schedule Notes

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

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

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Subcontract Recap

Sub-Job Number	Sub-Job Name	Name	Rate
10510.00	Pima Center I - Building E	Base Bid: Survey and Layout	\$7,500.00
10510.00	Pima Center I - Building E	Base Bid: Sanitary Sewer	\$4,823.00
10510.00	Pima Center I - Building E	Base Bid: Landscape, Fire, and Domestic Water Distribution	\$73,326.00
10510.00	Pima Center I - Building E	Base Bid: Storm Sewer	\$52,178.00
10510.00	Pima Center I - Building E	Post Bid Adjustment: Provide protective enclosure for 3" water distribution line	\$1,800.00
Total			\$ 139,627.00

Subcontract Sum Breakdown

Name	Account Code	Amount
Utilities-Survey - Subcontract	10510.00-B10-01450.00-S	\$7,500.00
Sanitary Sewer - Subcontract	10510.00-B10-02660.00-S	\$4,823.00
Water Distribution - Subcontract	10510.00-B10-02670.00-S	\$75,126.00
Storm Sewer - Subcontract	10510.00-B10-02680.00-S	\$52,178.00
Total		\$139,627.00

4. Unit Pricing.

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

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

Unit Price List

Name	Rate	Quantity UOM
1.5" Landscape Service	\$2,045.00	Each
12" HDPE Storm Sewer	\$31.00	Lineal Foot
15" HDPE Storm Sewer	\$46.00	Lineal Foot
2" Water Meter and Service	\$2,425.00	Each
8" PVC Water Line	\$24.00	Lineal Foot
Bubbler Box	\$2,635.00	Each
Catch Basin	\$2,110.00	Each
Fire Hydrant	\$4,042.00	Each

5. Alternates.

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

Alternates

N/A

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

Alternates Notes

END OF RIDER A

RIDER B

This Rider B is attached to and made a part of the Subcontract between Opus West Construction Corporation and Wescon Corporation dated 11/15/2007. 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. 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 Indemnatee 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 Indemnatee; 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

RIDER C

This Rider C is attached to and made a part of the Subcontract between **Opus West Construction Corporation**, and **Wescon Corporation** dated 11/15/2007. 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.

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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 B

CERTIFICATE OF SERVICE

THE UNDERSIGNED, BEING DULY SWORN UPON HER OATH, DEPOSES AND SAYS:

1. I AM OVER EIGHTEEN (18) YEARS OF AGE AND EMPLOYED BY PRELIEN SERVICES, LLC AS SUCH, IT IS PART OF MY JOB FUNCTION AND DUTY TO SERVE PRELIMINARY 20-DAY LIEN NOTICES ON BEHALF OF THE COMPANY.
2. ON JANUARY 16, 2008, I SERVED AN ARIZONA PRELIMINARY 20-DAY LIEN NOTICE ON THOSE ENTITIES SET FORTH BELOW, BY CERTIFICATE OF MAILING, FIRST CLASS POSTAGE PREPAID:

OWNER: PC-101, INC.
2555 E. CAMELBACK RD. #800
PHOENIX, AZ 85016

GENERAL CONTRACTOR: OPUS WEST CONSTRUCTION CORP.
2555 E. CAMELBACK RD. #800
PHOENIX, AZ 85016

LENDER: BANK OF AMERICA, NA
ATTN: NANCY ALONZO
201 E. WASHINGTON ST. 22ND FL
PHOENIX, AZ 85004

A COPY OF THE NOTICE SERVED IS ATTACHED TO THIS CERTIFICATE.

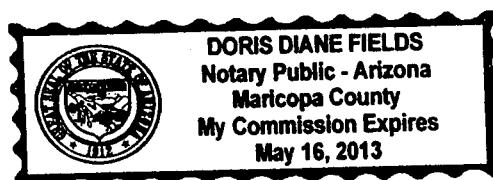
3. ATTACHED HERETO AS ADDITIONAL EXHIBIT TO THIS AFFIDAVIT ARE TRUE COPIES OF THE CERTIFICATE OF MAILING EVIDENCING SERVICE OF THE 20-DAY LIEN NOTICE UPON THE INDIVIDUALS SET FORTH ABOVE.


JERRI GUSTAFSON

STATE OF ARIZONA)
COUNTY OF MARICOPA)

SUBSCRIBED AND SWORN TO BEFORE ME THIS 22ND DAY OF JUNE, 2009 BY JERRI GUSTAFSON.


NOTARY PUBLIC



Certificate of Mailing

PRELIEN SERVICES, LLC
P.O. BOX 25529
TEMPE, AZ 85285-5529

Client/Date WESCON CORPORATION

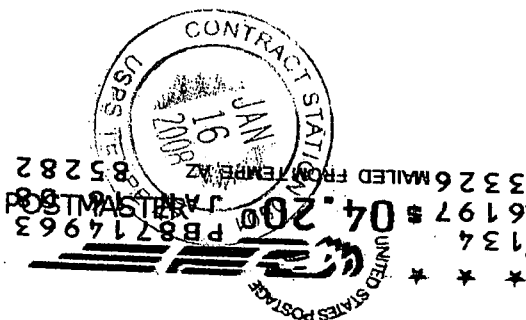
1/16/2008

MESA UNIFIED SCHOOL DISTRICT #4
555 S. LEWIS STREET
MESA, AZ 85210

S.D. CRANE BUILDERS, INC.
1901 E. UNIVERSITY DR. #330
MESA, AZ 85203

PC-101, INC./OPUS WEST CONSTRUCTION CORP.
2555 E. CAMELBACK RD. #800
PHOENIX, AZ 85016

BANK OF AMERICA, NA
ATTN: NANCY ALONZO
201 E. WASHINGTON ST. 22ND FL
PHOENIX, AZ 85004



TOTAL NUMBER OF PIECES RECEIVED AT POST

4

TOTAL NUMBER OF PIECES LISTED BY SENDER

4

PRELIEN SERVICES, LLC
(480) 456-6311 (480) 456-6355
P.O. BOX 25529
TEMPE, AZ 85285-5529

Customer: OPUS WEST CONSTRUCTION CORP
Project: OPUS PIMA CENTER 1 - BLDG E
Job #: 08790
Date: 1/16/2008 Notice # WC-28006

ARIZONA PRELIMINARY TWENTY DAY LIEN NOTICE
IN ACCORDANCE WITH ARIZONA REVISED STATUTES SECTION 33.992.01,
THIS IS NOT A LIEN. THIS IS NOT A REFLECTION ON THE INTEGRITY OF ANY
CONTRACTOR OR SUBCONTRACTOR

Owner or reputed owner:

PC-101, INC.
(602) 468-7000
2555 E. CAMELBACK RD. #800
PHOENIX, AZ 85016

Name & address of Claimant:

WESCON CORPORATION
(480) 503-1671
1515 W. SAN ANGELO ST. #A
GILBERT, AZ 85233-2411

Original or reputed contractor:

OPUS WEST CONSTRUCTION CORP.
(602) 468-7000
2555 E. CAMELBACK RD. #800
PHOENIX, AZ 85016

General description of the labor, service, equipment, or materials furnished or to be furnished:

INSTALL SITE UTILITIES

Lender, surety, or bonding company:

BANK OF AMERICA, NA
ATTN: NANCY ALONZO
201 E. WASHINGTON ST. 22ND FL
PHOENIX, AZ 85004

Estimated cost is: \$167,552.40

Description of job:

Mohave

County

OPUS PIMA CENTER 1 - BLDG E
9180 E. VIA DE VENTURA
SCOTTSDALE, AZ 85258
SECT 31,T3N,R5E

Person with whom the Claimant has contracted:

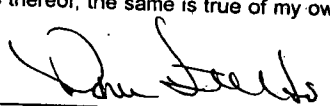
OPUS WEST CONSTRUCTION CORP.
(602) 468-7000
2555 E. CAMELBACK RD. #800
PHOENIX, AZ 85016

NOTICE TO PROPERTY OWNER

* IF BILLS ARE NOT PAID IN FULL FOR THE LABOR, PROFESSIONAL SERVICES, MATERIALS, MACHINERY, FIXTURES OR TOOLS FURNISHED, OR TO BE FURNISHED, A MECHANIC'S LIEN LEADING TO THE LOSS, THROUGH COURT FORECLOSURE PROCEEDINGS, OF ALL OR PART OF YOUR PROPERTY BEING IMPROVED MAY BE PLACED AGAINST THE PROPERTY. YOU MAY WISH TO PROTECT YOURSELF AGAINST THIS CONSEQUENCE BY EITHER:

- * 1. REQUIRING YOUR CONTRACTOR TO FURNISH A CONDITIONAL WAIVER AND RELEASE PURSUANT TO ARIZONA REVISED STATUTES 33-1008, SUBSECTION D, PARAGRAPHS 1 AND 3 SIGNED BY THE PERSON OR FIRM GIVING YOU THIS NOTICE BEFORE YOU MAKE PAYMENT TO YOUR CONTRACTOR.
- * 2. REQUIRING YOUR CONTRACTOR TO FURNISH AN UNCONDITIONAL WAIVER AND RELEASE PURSUANT TO ARIZONA REVISED STATUTES SECTION 33-1008, SUBSECTION D, PARAGRAPHS 2 AND 4, SIGNED BY THE PERSON OR FIRM GIVING YOU THIS NOTICE AFTER YOU MAKE PAYMENT TO YOUR CONTRACTOR.
- * 3. USING ANY OTHER METHOD OR DEVICE THAT IS APPROPRIATE UNDER THE CIRCUMSTANCES.
- * WITHIN TEN DAYS OF THE RECEIPT OF THIS PRELIMINARY TWENTY DAY NOTICE, THE OWNER OR OTHER INTERESTED PARTY IS REQUIRED TO FURNISH ALL INFORMATION NECESSARY TO CORRECT ANY INACCURACIES IN THE NOTICE PURSUANT TO ARIZONA REVISED STATUTES SECTION 33-992.01, SUBSECTION I OR LOSE AS A DEFENSE ANY INACCURACY OF THAT INFORMATION.
- * WITHIN TEN DAYS OF THE RECEIPT OF THIS PRELIMINARY TWENTY DAY NOTICE, IF ANY PAYMENT BOND HAS BEEN RECORDED IN COMPLIANCE WITH ARIZONA REVISED STATUTES SECTION 33-1003, THE OWNER MUST PROVIDE A COPY OF THE PAYMENT BOND INCLUDING THE NAME AND ADDRESS OF THE SURETY COMPANY AND BONDING AGENT PROVIDING THE PAYMENT BOND TO THE PERSON WHO HAS GIVEN THE PRELIMINARY TWENTY 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.

I declare that I am authorized to file this claim on behalf of the claimant. I have read the foregoing document and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

BY: 
FOR PRELIEN SERVICES, LLC, LTD. AGENT


AZCLDP #81004

Phone: (480) 456-6311

Fax: (480) 456-6355

(Upon receipt of this Notice, please sign, detach, and return same to sender.)

ACKNOWLEDGEMENT OF RECEIPT OF TWENTY DAY PRELIMINARY NOTICE
(Arizona Revised Statutes Section 33-992.01 and 33-992.02.)

This acknowledges receipt on _____ of a copy of the Twenty Day Preliminary Notice
at _____ (Address where notice received.)
Date _____ Signature _____ Title _____

A

Notice #

WC-28006

PRELIEN SERVICES, LLC

P. O. BOX 25529, TEMPE, AZ 85285-5529
AZCLDP #81014

480-456-6311
FAX 480-456-6355

JUNE 22, 2009

WESCON CORPORATION
1515 W. SAN ANGELO ST. #A
GILBERT, AZ 85233-2411

JUN 23 2009

ATTN: KRISTIN SCHULTE

RE: MECHANIC'S LIEN
OPUS - PIMA CENTER 1 BLDG E

Kristin,

Please find enclosed the requested Mechanic's Lien on the referenced project.

Please have Page Two signed and notarized. Please return the originally signed document. We will attach additional required backup, and file with the Maricopa County Recorder. We will return a copy for your files.

If you have any questions, please let us know.

Sincerely,

PRELIEN SERVICES LLC



Doris Fields
AZCLDP #81004

Enclosures

Delivered 6/26/09

PRELIEN SERVICES, LLC

P. O. BOX 25529, TEMPE, AZ 85285-5529

480-456-6311

FAX 480-456-6355

JUNE 18, 2009

WESCON CORPORATION
1515 W. SAN ANGELO ST. #A
GILBERT, AZ 85233

ATTN: KRISTIN

INVOICE

PREPARATION AND FILING OF MECHANIC'S LIEN
OPUS WEST – OPUS PIMA CENTER 1 – BLDG E

TOTAL DUE: \$250.00

PAID CK #29062

THANK YOU!

When Recorded Return To:

WESCON CORPORATION
C/O P. O. BOX 25529
TEMPE, AZ 85285-5529

AZCLDP #81014

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

CLAIMANT:

WESCON CORPORATION
1515 W. SAN ANGELO ST. #A
GILBERT, AZ 85233
(480) 503-1671

OWNER:

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

LESSEE:

PC-101 LLC
PIMA CENTER 101 LLC
2555 E. CAMELBACK RD. #800
PHOENIX, AZ 85016

LENDER OR REPUTED LENDER:

BANK OF AMERICA, NA
201 E. WASHINGTON ST. 22ND FLOOR
AZ1-200-2217 ATTN: NANCY ALONZO
PHOENIX, AZ 85004

AMOUNT OF CLAIM AFTER DEDUCTING JUST CREDITS & OFFSETS:
\$15,757.10. PLUS LIEN FEES AND ACCRUING INTEREST.

SUBJECT REAL PROPERTY & THE LEASEHOLD INTERESTS AND IMPROVEMENTS THEREON OF THE LESSOR (ADDRESS OR LOCATION, CITY & COUNTY):

**OPUS PIMA CENER 1 - BLDG E
9180 E. VIA DE VENTURA
SCOTTSDALE, MARICOPA COUNTY, AZ 85258**

**SUBJECT REAL PROPERTY & LEASEHOLD INTERESTS AND IMPROVEMENTS THEREON OF THE LESSOR (LEGAL DESCRIPTION): PIMA CENTER 1 BUILDING E AT THE CORPORATE AT PIMA CENTER
THAT PORTION OF SECTION 31, TOWNSHIP 3 NORTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN.**

I am the Claimant or Claimant's limited agent and have knowledge of the facts of this claim and make this affidavit in compliance with A.R.S. 33-993.

1. 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. This was done at the request of the request of Owner or Reputed Owner, or at the request of a person whom Claimant reasonably believed to be the lawful agent of Owner or Reputed Owner.
2. Claimant was employed by and furnished labor and/or materials to OPUS WEST CONSTRUCTION CORP. THE GENERAL CONTRACTOR AND OWNER/REPUTED OWNER AND/OR LESSEE.
3. The labor, materials, machinery, fixtures or tools were furnished pursuant to a written contract agreement. See attached Exhibit "A".
4. The building, structure or improvement or the alteration or repair of such building, structure, or improvements was completed on or about March 19, 2009.
5. A Preliminary Twenty Day Notice as required by A.R.S. 33-992.01 was served on JANUARY 16, 2008. A copy of said notices and proofs of service as required by A.R.S. 33-992.02 are attached as Exhibit "B".

WHEREFORE Claimant demands a lien on Subject Real Property and all improvements thereon in the amount set forth above, and in order to fix this lien has made this Notice of 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, and Lender.

DATED: JUNE 26, 2009

Randy J. Schulte

STATE OF ARIZONA)
COUNTY OF MARICOPA)

SUBSCRIBED AND SWORN TO BEFORE ME THIS 26th DAY OF June, 2009.

BY: Randy J. Schulte

Kristin M. Schulte

NOTARY PUBLIC

PREPARED BY:

[Signature]

AZCLDP #81004

