

UNITED STATES BANKRUPTCY COURT FOR THE NORTHERN DISTRICT OF TEXAS		PROOF OF CLAIM
<b>Name of Debtor: (Check Only One):</b> <input type="checkbox"/> Opus West Corporation <input checked="" type="checkbox"/> Opus West Construction Corporation <input type="checkbox"/> O.W. Commercial, Inc. <input type="checkbox"/> Opus West LP <input type="checkbox"/> Opus West Partners, Inc.	<b>Case Number:</b>  <div style="text-align: center; font-size: 1.2em;">09-34360</div>	
<small>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.</small>		
<b>Name of Creditor</b> (the person or other entity to whom the debtor owes money or property):  <div style="text-align: center;"> <b>Air Systems of Sacramento, Inc.</b>   <div style="border: 1px solid black; padding: 5px; margin: 10px auto; width: 150px;"> <b>RECEIVED</b>   <b>SEP 11 2009</b>   <b>BMC GROUP</b> </div> </div>	<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim.  <b>Court Claim Number:</b> <small>(If known)</small>  <b>Filed on:</b> _____	
<b>Name and address where notices should be sent:</b> Air Systems of Sacramento, Inc. 3850 Happy Lane, Sacramento, CA 95827 <b>Telephone number:</b> (916) 368-0336 <b>Email Address:</b> rperko@airsystems1.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.	
<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>41,359.00</u> <small>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.</small> <small>If all or part of your claim is entitled to priority, complete item 5.</small> <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).</b> <b>If any portion of your claim falls in one of the following categories, check the box and state the amount.</b>  <small>Specify the priority of the claim.</small> <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> <div style="text-align: right;">\$ _____</div>	
<b>2. Basis for Claim:</b> <u>Services Performed</u> <small>(See instruction #2 on reverse side.)</small>		
<b>3. Last four digits of any number by which creditor identifies debtor:</b> <u>5450</u> <b>3a. Debtor may have scheduled account as:</b> _____ <small>(See instruction §3a on reverse side.)</small>		
<b>4. Secured Claim</b> (See instruction #4 on reverse side.)  <small>Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.</small>  <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. <i>(See instruction 7 and definition of "redacted" on reverse side.)</i>  <b>DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.</b>  <small>If the documents are not available, please explain:</small> _____		
<b>Date:</b>  <div style="text-align: center;">9/8/09</div>	<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.  <div style="text-align: center;">   <b>Ralph Perko, Controller</b> </div>	
<b>FOR COURT USE ONLY</b>  <div style="display: flex; justify-content: space-between; align-items: center;"> <div> <small>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.</small>  <small>Modified B10 (GCG) (12/08)</small> </div> <div style="text-align: right;"> <div style="border: 1px solid black; padding: 2px;">OPUS WEST</div>   <small>00177</small> </div> </div>		

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

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

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

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

**See Reverse Side for Important Explanations**

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

**Opus West Corporation**  
2555 E Camelback Road, Suite 800  
Phoenix, Arizona 85016  
Tax ID No.: 86-0811533  
Case No.: 09-34356

**O. W. Commercial, Inc.**  
2555 E Camelback Road, Suite 800  
Phoenix, Arizona 85016  
Tax ID No.: 20-2789134  
Case No.: 09-34363

**Opus West Partners, Inc.**  
2555 E Camelback Road, Suite 800  
Phoenix, Arizona 85016  
Tax ID No.: 81-0545537  
Case No.: 09-34373

**Opus West Construction Corporation**  
2555 E Camelback Road, Suite 800  
Phoenix, Arizona 85016  
Tax ID No.: 41-0855917  
Case No.: 09-34360

**Opus West LP**  
2555 E Camelback Road, Suite 800  
Phoenix, Arizona 85016  
Tax ID No.: 81-0545535  
Case No.: 09-34334

**Attorneys for Opus West Corporation, Opus West Construction Corporation, and O. W. Commercial, Inc. (names and addresses):**  
Clifton R. Jessup, Jr.  
Greenberg Traurig, LLP  
2200 Ross Avenue, Suite 5200  
Dallas, TX 75201  
Telephone: 214-665-3600  
Facsimile: 214-665-5938

**Attorneys for Opus West Partners, Inc., and Opus West LP: (names and addresses):**  
Peter Franklin  
Doug Skierski  
Franklin Skierski Lovall Hayward, LLP  
10501 N. Central Expressway, Suite 106  
Dallas, TX 75231  
Telephone: 214-702-4061  
Facsimile: 214-723-5345

**Meeting of Creditors**

Date: **August 12, 2009**

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

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

**Deadline to File a Proof of Claim**

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

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

For a governmental unit: \_\_\_\_\_

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

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

**IF BY HAND OR OVERNIGHT COURIER:**

Opus West Corporation, et al  
c/o BMC Group  
18750 Lake Drive East  
Chanhassen, MN 55317

**Creditors with a Foreign Address:**

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

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

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

**Address of the Bankruptcy Clerk's Office:**

1100 Commerce Street, Room 1254  
Dallas, Texas 75242  
Telephone number: 214-753-2000

**For the Court:**

Clerk of the Bankruptcy Court:  
Tawana C. Marshall

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



3850 Happy Lane  
Sacramento, CA 95827  
(916) 368-0336 Fax (916) 368-0337  
Contractor license #406794

## REQUEST FOR PAYMENT

To: OPUS West Const. Corp.  
180 Promenade Circle, Ste. 115  
Sacramento, CA 95834

Invoice: 9314  
Draw: 920200001  
Invoice date: 2/17/2009  
Period ending date: 2/28/2009

Contract For:

### Request for payment:

Original contract amount \$35,645.00  
Approved changes \$0.00  
Revised contract amount  
Contract completed to date

Add-ons to date \$0.00  
Taxes to date \$0.00  
Less retainage \$891.13

Total completed less retainage \$8,020.12  
Less previous requests \$8,020.12

Current request for payment \$8,911.25  
Current billing \$8,911.25

Current additional charges \$0.00  
Current tax \$0.00  
Less current retainage \$891.13

Current amount due \$8,020.12  
Remaining contract to bill \$27,624.88

ASI Project: 9-202

Rocklin Corp Center TI's

6020 WEST OAKS BLVD, 2ND FLOOR  
ROCKLIN, CA

ASI PM:

ASI Cust #: 15450

Cust. Job#: 11357

Cust. PO#:

Cust. PM:

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

I hereby certify that the work performed and the materials supplied to date, as shown on the above represent the actual value of the accomplishment under the terms of the Contract (and all authorized changes thereof) between the undersigned and the OPUS West Const. Corp. relating to the above referenced project. I also certify that the contractor has paid all amounts previously billed and paid by the owner.

CONTRACTOR: AIR SYSTEMS OF SACRAMENTO, INC

By: MC

Date: 2-17-07

# REQUEST FOR PAYMENT DETAIL

Project: 9-202 / Rocklin Corp Center TI's      Invoice: 9314      Draw: 920200001      Period Ending Date: 2/28/2009      Detail Page 2 of 2 Pages

Item ID	Description	Total Contract Amount	Previously Completed Work	Work Completed This Period	Completed To Date	% Comp	Retainage Balance
01	ORC HVAC	11,210.00	0.00	2,802.50	2,802.50	25.00	280.25
02	SPEC SUITE HVAC	16,350.00	0.00	4,087.50	4,087.50	25.00	408.75
03	SPEC SUITE PLUMBING	7,135.00	0.00	1,783.75	1,783.75	25.00	178.38
04	ORC PLUMBING	950.00	0.00	237.50	237.50	25.00	23.75
Totals		35,645.00		8,911.25	8,911.25	25.00	891.13



# SUBCONTRACT APPLICATION FOR PAYMENT

Project Name : Roclin Corporate Center TI's  
Subcontractor : Air Systems of Sacramento, Inc.  
Supplier # : 1006645  
Address : 3850 Happy Lane  
Sacramento, CA 95827  
Phone : 916.368.0336  
Remittance Address : Opus West Corporation  
Attn : Accounts Payable  
180 Promenade Circle, Suite 115  
Sacramento, CA 95834

Project Number : 11357  
Date of Application : 2-17-09  
Application Number : 1  
Period From : 2-1-09 Period To: 2-28-09

## CONTRACT INFORMATION

ITEM	SALES TAX(\$ (if applicable)	TOTAL(\$)
ORIGINAL CONTRACT AMOUNT		\$35,645.00
OPUS APPROVED CHANGE ORDER # 1 THRU #		
CONTRACT AMOUNT TO DATE TOTAL		\$35,645.00

## APPLICATION INFORMATION

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

8,911.25  
891.13  
—  
27,624.88  
8,911.25

8,020.12  
8,020.12

SUBCONTRACTOR :

BY :

DATE :

Air Systems of Sacramento, Inc.  
Melanie Channell  
2-17-09  
Supplier # 1006645

## 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 I + G	Percent Complete A / H	Retainage This Application	Net Payment G - K
11357.01 15500.00	Subcontract - HVAC	\$11,210.00		2,802.50	2,802.50	25	280.25	2,522.25
11357.02 15400.00	Subcontract - Plumbing	\$7,135.00		1,783.75	1,783.75	25	178.38	1,605.37
11357.02 15500.00	Subcontract - HVAC	\$16,350.00		4,087.50	4,087.50	25	408.75	3,678.75
11357.03 15500.00	Subcontract - HVAC	\$950.00		237.50	237.50	25	23.75	213.75
	TOTAL	\$35,645.00		8,911.25	8,911.25	25	891.13	8,020.12

SHADED AREA FOR OPUS ACCOUNTING USE ONLY

Vendor ID	Vendor Inv. #	Date	Q/L Exp

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT  
[California Civil Code §3262 (d)(1)]

Upon receipt by the undersigned of a check from Opus West Construction Corporation  
in the sum of \$ 8,080.12 payable  
to Air Systems of Sacramento, Inc.

and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice, or bond right the undersigned has on the job of

located at 6020 West Oaks Blvd, 2nd Flr., Rocklin, CA

to the following extent. This release covers a progress payment for labor, services, equipment, or material furnished to  
Opus West Construction Corporation through 2-28-09

only and does not cover any retentions retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment. Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

Dated: 2-17-09

Air Systems of  
(Company Name) Sacramento, Inc.  
By: Melaine Chanseep  
(Title) AR Administrator

NOTE: CIVIL CODE SETION §3262 (d)(1) PROVIDES: Where the claimant is required to execute a waiver and release in exchange for, or in order to induce payment of, a progress payment and the claimant is not, in fact, paid in exchange for the waiver and release or a single payee check or joint payee check is given in exchange for the waiver and release, the wavier and release shall follow substantially the form set forth above.



3850 Happy Lane  
Sacramento, CA 95827  
(916) 368-0336 Fax (916) 368-0337  
Contractor license #406794

## REQUEST FOR PAYMENT

To: OPUS West Const. Corp.  
180 Promenade Circle, Ste. 115  
Sacramento, CA 95834

Invoice: 9391  
Draw: 920200003  
Invoice date: 3/24/2009  
Period ending date: 3/31/2009

Contract For:

Request for payment:

Original contract amount \$35,645.00

Approved changes \$2,857.00

Revised contract amount

Contract completed to date

Add-ons to date

Taxes to date

Less retainage

Total completed less retainage

Less previous requests

Current request for payment

Current billing

Current additional charges

Current tax

Less current retainage

Current amount due

Remaining contract to bill

ASI Project: 9-202

ORC & Spec Suites

6020 WEST OAKS BLVD, 2ND FLOOR  
ROCKLIN, CA

ASI PM:

ASI Cust #: 15450

Cust. Job#: 11357

Cust. PO#:

Cust. PM:

\$38,502.00

\$30,801.60

\$0.00

\$0.00

\$3,080.16

\$27,721.44

\$8,020.12

\$19,701.32

\$21,890.35

\$0.00

\$0.00

\$2,189.03

\$19,701.32

\$10,780.56

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Changes approved in previous months by Owner		
Total approved this Month	2,857.00	
TOTALS	2,857.00	
NET CHANGES by Change Order	2,857.00	

I hereby certify that the work performed and the materials supplied to date, as shown on the above represent the actual value of the accomplishment under the terms of the Contract (and all authorized changes thereof) between the undersigned and the OPUS West Const. Corp. relating to the above referenced project. I also certify that the contractor has paid all amounts previously billed and paid by the owner.

CONTRACTOR: AIR SYSTEMS OF SACRAMENTO, INC

By: MC

Date: 3-24-09

# REQUEST FOR PAYMENT DETAIL

Project: 9-202 / ORC & Spec Suites Invoice: 9391 Draw: 920200003 Period Ending Date: 3/31/2009 Detail Page 2 of 2 Pages

Item ID	Description	Total Contract Amount	Previously Completed Work	Work Completed This Period	Completed To Date	% Comp	Retainage Balance
01	ORC HVAC	11,210.00	2,802.50	6,165.50	8,968.00	80.00	896.80
02	SPEC SUITE HVAC	16,350.00	4,087.50	8,992.50	13,080.00	80.00	1,308.00
03	SPEC SUITE PLUMBING	7,135.00	1,783.75	3,924.25	5,708.00	80.00	570.80
04	ORC PLUMBING	950.00	237.50	522.50	760.00	80.00	76.00
901	CO#1 RESTROOM VAV BOX	2,857.00	0.00	2,285.60	2,285.60	80.00	228.56
Totals		38,502.00	8,911.25	21,890.35	30,801.60	80.00	3,080.16





# SUBCONTRACT APPLICATION FOR PAYMENT

9202

Project Name : Roclin Corporate Center IT's  
Subcontractor : Air Systems of Sacramento, Inc.  
Supplier # : 1006645  
Address : 3850 Happy Lane  
Sacramento, CA 95827  
Phone : 916.368.0336  
Remittance Address : Opus West Corporation  
Attn : Accounts Payable  
180 Promenade Circle, Suite 115  
Sacramento, CA 95834

Project Number : 11357  
Date of Application : 3-24-09  
Application Number : 2  
Period From : 3-1-09 Period To : 3-31-09

## CONTRACT INFORMATION

ITEM	SALES TAX(\$ (if applicable))	TOTAL(\$)
ORIGINAL CONTRACT AMOUNT		\$35,645.00
OPUS APPROVED CHANGE ORDER # 1 THRU # 1		\$2,857.00
CONTRACT AMOUNT TO DATE TOTAL		\$38,502.00

## APPLICATION INFORMATION

A Total Completed & Stored to Date 30,801.60  
B Less Retainage 3,080.16  
C Total Earned Less Retainage (A - B) 27,721.44  
D Less Previous Billings (previous req's line C) 8,020.12  
E Current Payment Due (C - D) 19,701.32  
F Balance to Finish, Plus Retainage (G - A + B) 10,780.56 ~~38,502.00~~  
G Current Gross Amount Completed This Period 21,890.35  
SUBCONTRACTOR : Air Systems of Sacramento, Inc. Supplier # 1006645  
BY : Melvin Channel  
DATE : 3-24-09

## 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 I + G	Percent Complete A / H	Retainage This Application	Net Payment G - K
11357.01 15500.00	Subcontract - HVAC	\$11,210.00	2,802.50	6,165.50	8,968.	80	616.55	5,548.95
11357.02 15400.00	Subcontract - Plumbing	\$7,135.00	1,783.75	3,924.25	5,708.	80	392.42	3,531.83
11357.02 15500.00	Subcontract - HVAC	\$16,350.00	4,087.50	8,992.50	13,080.	80	899.25	8,093.25
11357.03 15500.00	Subcontract - HVAC	\$950.00	237.50	522.50	760.	80	59.25	470.25
11357.01 15500.00	CO#1	\$828.00		662.40	662.40	80	66.24	596.16
11357.02 15500.00	CO#1	\$2,029.00		1,623.20	1,623.20	80	162.32	1,460.88
	TOTAL	\$38,502.00	8,911.25	21,890.35	30,801.60	80	2,189.43	19,701.32

SHADED AREA FOR OPUS ACCOUNTING USE ONLY

Vendor ID	Vendor Inv #	Date	GL Exp
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CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT  
[California Civil Code §3262 (d)(1)]

Upon receipt by the undersigned of a check from Opus West Construction Corporation

in the sum of \$ 19,701.32 payable

to Air Systems of Sacramento, Inc.

and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice, or bond right the undersigned has on the job of

ORC & Spec Suites

located at 6000 West Oaks Blvd, 2nd Floor, Rocklin, CA

to the following extent. This release covers a progress payment for labor, services, equipment, or material furnished to Opus West Construction Corporation through 3-31-09

only and does not cover any retentions retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment. Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

Dated: 3-24-09

Air Systems of  
(Company Name) Sacramento, Inc

By: Melanie Channel  
(Title) AR Administrator

NOTE: CIVIL CODE SETION §3262 (d)(1) PROVIDES: Where the claimant is required to execute a waiver and release in exchange for, or in order to induce payment of, a progress payment and the claimant is not, in fact, paid in exchange for the waiver and release or a single payee check or joint payee check is given in exchange for the waiver and release, the wavier and release shall follow substantially the form set forth above.



3850 Happy Lane  
Sacramento, CA 95827  
(916) 368-0336 Fax (916) 368-0337  
Contractor license #406794

# REQUEST FOR PAYMENT

To: OPUS West Const. Corp.  
180 Promenade Circle, Ste. 115  
Sacramento, CA 95834

Invoice: 9452  
Draw: 920200004  
Invoice date: 4/17/2009  
Period ending date: 4/30/2009

Contract For:

## Request for payment:

Original contract amount	\$35,645.00	ASI Project: 9-202	ORC & Spec Suites
Approved changes	\$2,857.00		6020 WEST OAKS BLVD, 2ND FLOOR
Revised contract amount			ROCKLIN, CA
Contract completed to date		ASI PM:	
Add-ons to date	\$0.00	ASI Cust #: 15450	
Taxes to date	\$0.00	Cust. Job#: 11357	
Less retainage	\$3,850.20	Cust. PO#:	
Total completed less retainage		Cust. PM:	
Less previous requests	\$27,721.44		
Current request for payment			
Current billing			
Current additional charges	\$0.00		
Current tax	\$0.00		
Less current retainage	\$770.04		
Current amount due	\$6,930.36		
Remaining contract to bill	\$3,850.20		

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Changes approved in previous months by Owner	2,857.00	
Total approved this Month		
TOTALS	2,857.00	
NET CHANGES by Change Order	2,857.00	

I hereby certify that the work performed and the materials supplied to date, as shown on the above represent the actual value of the accomplishment under the terms of the Contract (and all authorized changes thereof) between the undersigned and the OPUS West Const. Corp. relating to the above referenced project. I also certify that the contractor has paid all amounts previously billed and paid by the owner.

CONTRACTOR: AIR SYSTEMS OF SACRAMENTO, INC

By: hnc  
Date: 4-17-09

# REQUEST FOR PAYMENT DETAIL

Project: 9-202 / ORC & Spec Suites Invoice: 9452 Draw: 920200004 Period Ending Date: 4/30/2009 Detail Page 2 of 2 Pages

Item ID	Description	Total Contract Amount	Previously Completed Work	Work Completed This Period	Completed To Date	% Comp	Retainage Balance
01	ORC HVAC	11,210.00	8,968.00	2,242.00	11,210.00	100.00	1,121.00
02	SPEC SUITE HVAC	16,350.00	13,080.00	3,270.00	16,350.00	100.00	1,635.00
03	SPEC SUITE PLUMBING	7,135.00	5,708.00	1,427.00	7,135.00	100.00	713.50
04	ORC PLUMBING	950.00	760.00	190.00	950.00	100.00	95.00
901	CO#1 RESTROOM VAV BOX	2,857.00	2,285.60	571.40	2,857.00	100.00	285.70
Totals		38,502.00	30,801.60	7,700.40	38,502.00	100.00	3,850.20



BCONTRACT APPLICATION FOR PAY NT

Project Name : Roelin Corporate Center TT's  
Subcontractor : Air Systems of Sacramento, Inc.  
Supplier # : 1006645  
Address : 3850 Happy Lane  
Sacramento, CA 95827  
Phone : 916.368.0336  
Remittance Address : Opus West Corporation  
Attn : Accounts Payable  
180 Promenade Circle, Suite 115  
Sacramento, CA 95834

Project Number : 11357  
Date of Application : 4-17-09  
Application Number : 3  
Period From : 4-1-09 Period To : 4-30-09

CONTRACT INFORMATION

ITEM	SALES TAX(\$ (if applicable)	TOTAL(\$)
ORIGINAL CONTRACT AMOUNT		\$35,645.00
OPUS APPROVED CHANGE ORDER # 1 THRU #		\$2,857.00
CONTRACT AMOUNT TO DATE TOTAL		\$38,502.00

APPLICATION INFORMATION

A Total Completed & Stored to Date

B Less Retainage 10 %

C Total Earned Less Retainage (A - B)

D Less Previous Billings (previous req's line C)

E Current Payment Due (C - D)

F Balance to Finish, Plus Retainage (G - A + B)

G Current Gross Amount Completed This Period

38,502.  
3,850.20

27,721.44

3,850.20 ~~38,502.00~~  
7,700.40

34,651.80

6,930.36

SUBCONTRACTOR :

BY :

DATE :

Air Systems of Sacramento, Inc. Supplier # 1006645  
Melanie Charnell  
4-17-09

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
					I + G	A / H		G - K
11357.01 15500.00	Subcontract - HVAC	\$11,210.00	8,968.	2,842.	11,210.	100	224.50	2,017.80
11357.02 15400.00	Subcontract - Plumbing	\$7,135.00	5,708.	1,427.	7,135.	100	142.70	1,284.30
11357.02 15500.00	Subcontract - HVAC	\$16,350.00	13,080.	3,270.	16,350.	100	327.	2,943.
11357.03 15500.00	Subcontract - HVAC	\$950.00	760.	190.	950.	100	19.	171.
11357.01 15500.00	CO#1	\$828.00	662.40	165.60	828.	100	16.56	149.04
11357.02 15500.00	CO#1	\$2,029.00	1,623.20	405.80	2,029.	100	40.58	365.22
	TOTAL	\$38,502.00	30,801.60	7,700.40	38,502.	100	776.04	6,930.36

SHADED AREA FOR OPUS ACCOUNTING USE ONLY

Vendor ID	Vendor Inv #	Date	GA/Exp

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT  
[California Civil Code §3262 (d)(1)]

Upon receipt by the undersigned of a check from Opus West Construction Corporation

in the sum of \$ 6,930.36 payable

to Air Systems of Sacramento, Inc.

and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice, or bond right the undersigned has on the job of

ORC + Spec Suites

located at 6020 West Oaks Blvd., 2nd Floor, Rocklin, CA

to the following extent. This release covers a progress payment for labor, services, equipment, or material furnished to Opus West Construction Corporation through 4-30-09

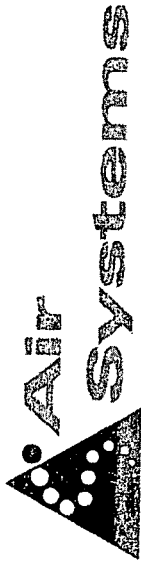
only and does not cover any retentions retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment. Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

Dated: 4-17-09

Air Systems of Sacramento, Inc.  
(Company Name)

By: Melanie Channell  
(Title) AR Administrator

NOTE: CIVIL CODE SETION §3262 (d)(1) PROVIDES: Where the claimant is required to execute a waiver and release in exchange for, or in order to induce payment of, a progress payment and the claimant is not, in fact, paid in exchange for the waiver and release or a single payee check or joint payee check is given in exchange for the waiver and release, the wavier and release shall follow substantially the form set forth above.



3850 Happy Lane  
Sacramento, CA 95827  
(916) 368-0336 Fax (916) 368-0337  
Contractor license #406794

# REQUEST FOR PAYMENT

To: OPUS West Const. Corp.  
180 Promenade Circle, Ste. 115  
Sacramento, CA 95834

Invoice: 9501  
Draw: 920200005  
Invoice date: 5/18/2009  
Period ending date: 5/31/2009

Contract For:

## Request for payment:

Original contract amount	\$35,645.00
Approved changes	\$2,857.00
Revised contract amount	
Contract completed to date	
Add-ons to date	\$0.00
Taxes to date	\$0.00
Less retainage	\$0.00
Total completed less retainage	
Less previous requests	\$34,651.80
Current request for payment	
Current billing	\$3,850.20
Current additional charges	\$0.00
Current tax	\$0.00
Less current retainage	-\$3,850.20
Current amount due	\$3,850.20
Remaining contract to bill	\$0.00

ASI Project: 9-202  
ORC & Spec Suites  
6020 WEST OAKS BLVD, 2ND FLOOR  
ROCKLIN, CA

ASI PM:  
ASI Cust #: 15450  
Cust. Job#: 11357  
Cust. PO#:   
Cust. PM:

\$38,502.00  
\$38,502.00

\$38,502.00  
\$3,850.20  
\$0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Changes approved in previous months by Owner	2,857.00	
Total approved this Month		
TOTALS	2,857.00	
NET CHANGES by Change Order	2,857.00	

I hereby certify that the work performed and the materials supplied to date, as shown on the above represent the actual value of the accomplishment under the terms of the Contract (and all authorized changes thereof) between the undersigned and the OPUS West Const. Corp. relating to the above referenced project. I also certify that the contractor has paid all amounts previously billed and paid by the owner.

CONTRACTOR: AIR SYSTEMS OF SACRAMENTO, INC

By: MC

Date: 5-18-09

# REQUEST FOR PAYMENT DETAIL

Project: 9-202 / ORC & Spec Suites      Invoice: 9501      Draw: 920200005      Period Ending Date: 5/31/2009      Detail Page 2 of 2 Pages

Item ID	Description	Total Contract Amount	Previously Completed Work	Work Completed This Period	Completed To Date	% Comp	Retainage Balance
01	ORC HVAC	11,210.00	11,210.00	0.00	11,210.00	100.00	0.00
02	SPEC SUITE HVAC	16,350.00	16,350.00	0.00	16,350.00	100.00	0.00
03	SPEC SUITE PLUMBING	7,135.00	7,135.00	0.00	7,135.00	100.00	0.00
04	ORC PLUMBING	950.00	950.00	0.00	950.00	100.00	0.00
901	CO#1 RESTROOM VAV BOX	2,857.00	2,857.00	0.00	2,857.00	100.00	0.00
Totals		38,502.00	38,502.00		38,502.00	100.00	





# SUBCONTRACT APPLICATION FOR PAYMENT

9202

Project Name : Roclin Corporate Center TI's Project Number : 11357  
Subcontractor : Air Systems of Sacramento, Inc. Date of Application : 5-18-09  
Supplier # : 1006645  
Address : 3850 Happy Lane Application Number : 4  
Sacramento, CA 95827 Period From : 5-1-09 Period To : 5-31-09  
Phone : 916.368.0336  
Remittance Address : Opus West Corporation  
Attn : Accounts Payable  
180 Promenade Circle, Suite 115  
Sacramento, CA 95834

## CONTRACT INFORMATION

ITEM	SALES TAX(\$ (if applicable)	TOTAL(\$)
ORIGINAL CONTRACT AMOUNT		\$35,645.00
OPUS APPROVED CHANGE ORDER # 1 THRU # 1		\$2,857.00
CONTRACT AMOUNT TO DATE TOTAL		\$38,502.00

## APPLICATION INFORMATION

A Total Completed & Stored to Date 38,502.  
B Less Retainage 10 % -0-  
C Total Earned Less Retainage (A - B) 38,502.  
D Less Previous Billings (previous req's line C) 34,657.80  
E Current Payment Due (C - D) 3,850.20  
F Balance to Finish, Plus Retainage (G - A + B) -0- \$38,502.00  
G Current Gross Amount Completed This Period 3,850.20  
SUBCONTRACTOR : Air Systems of Sacramento, Inc. Supplier # 1006645  
BY : Kevin Rich  
DATE : 5/18/09

## 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 I + G	Percent Complete A / H	Retainage This Application	Net Payment G - K
11357.01 15500.00	Subcontract - HVAC	\$11,210.00	11,210.	-0-	11,210.	100	-0-	1,121.00
11357.02 15400.00	Subcontract - Plumbing	\$7,135.00	7,135.	-0-	7,135.	100	-0-	713.50
11357.02 15500.00	Subcontract - HVAC	\$16,350.00	16,350.	-0-	16,350.	100	-0-	1,635.00
11357.03 15500.00	Subcontract - HVAC	\$950.00	950.	-0-	950.	100	-0-	95.00
11357.01 15500.00	CO#1	\$828.00	828.	-0-	828.	100	-0-	82.80
11357.02 15500.00	CO#1	\$2,029.00	2,029.	-0-	2,029.	100	-0-	202.90
	TOTAL	\$38,502.00	38,502.	-0-	38,502.	100	-0-	3,850.20

SHADED AREA FOR OPUS ACCOUNTING USE ONLY

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

**CONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT**

[California Civil Code §3262 (d)(3)]

Upon receipt by the undersigned of a check from Opus West Construction Corporation

in the sum of \$ 3,850.20 payable

to Air Systems of Sacramento, Inc.

and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice, or bond right the undersigned has on the job of ORC & Spec Suites

located at 6020 West Oaks Blvd., 2nd Floor, Rocklin, CA

(Job Description)

This release covers the final payment to the undersigned for all labor, services, equipment, or material furnished on the job, except for disputed claims for additional work in the amount for \$ —

Before any recipient of this document relies on it, the party should verify evidence of payment to the undersigned.

Dated: 5/18/09

Air Systems of Sacramento, Inc.  
(Company Name)

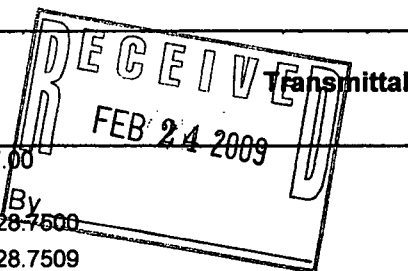
By: Lois Rich  
(Title) APR Administrator

NOTE: CIVIL CODE SETION § 3262(d)(3) PROVIDES: Where the claimant is required to execute a waiver and release in exchange for, or in order to induce payment of, a final payment and the claimant is not, in fact, paid in exchange for the waiver and release or a single payee check or joint payee check is given in exchange for the waiver and release, the waiver and release shall follow substantially the form set forth above.



Rocklin Corporate Plaza TIs - ORC Worldwide & Spec  
Suite  
6020 West Oaks Blvd. Suite 285 & 295  
Rocklin, CA 95765

Subproject #: 11357.00  
Main Phone: 916.928.7500  
Main Fax: 916.928.7509

**Transmitted To**

Carrie Newman  
Air Systems of Sacramento Inc  
3850 Happy Lane  
Sacramento, CA 95827  
Phone #: 916.368.0336  
Fax #: 916.368.0337

**Transmitted By****Date:** 02/19/2009

Tyffany Robinson  
Opus West Construction Corporation  
180 Promenade Circle, Suite 115  
Sacramento, CA 95834

**Package Transmitted For****Delivered Via****Tracking Number**

For Information Only

Mail

Item Number	Quantity	Description	Reference Date
1	1	Fully Executed Subcontract	01/29/2009

**Remarks**

Please find the attached fully executed subcontract agreement for your records. Thank you!

**CC**

Organization	Full Name	Address	Work Fax

**Copy To File**

1135700/1540000

Tyffany Robinson

**Signature****Signed Date**



REC'D-OPUS WEST

FEB 11 2009

SACRAMENTO

Rocklin Corporate Plaza TIs / 11357.00

See Subcontract Sum Breakdown /1550000 &amp; 1540000 (HVAC &amp; Plumbing)

Air Systems of Sacramento Inc / Carrie Newman

Contact Phone: 916.368.0336 / Contact Fax: 916.368.0337

Payment Terms: Standard

Retainage: 10%

**SUBCONTRACT AGREEMENT (Labor and Materials)**

This Subcontract Agreement ("Subcontract") is made as of this 29th day of January, 2009, by and between OPUS West Construction Corporation ("Contractor"), with its office located at 180 Promenade Circle, Suite 115, Sacramento, CA 95834, and Air Systems of Sacramento Inc ("Subcontractor") with its office located at 3850 Happy Lane, Sacramento, CA 95827.

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 construction-related materials and services, as applicable, to Owner (defined below) in connection with the project generally described as Rocklin Corporate Plaza TIs ("Project"), located at , , ("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 ORE California VII Rocklin, L.P. ("Owner").
4. Architect/Engineer. The Architect(s)/Engineer(s) of record for the Project are:  
Architect: LPA of Sacramento, 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 Contract 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 . Subcontractor shall conform to all progress and schedule requirements of the Subcontract Documents and as directed by Contractor's project manager or superintendent, and must achieve the milestones (if any) as described in the attached Rider "A".
7. Subcontract Sum. Contractor shall pay Subcontractor the sum of \$ 35,645.00 ("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

Steve Vannatta

**CONTRACTOR**

Opus West Construction Corporation

By:

Leanne B. Smith

(Print Name)

Vice President of Construction

(Title)

(Date)

2.12.09

**SUBCONTRACTOR**

Air Systems of Sacramento Inc

By:

Randy Mercier

(Print Name)

E Vice President

(Title)

2/6/09

(Date)

## RIDER A

This Rider A is attached to and made a part of the Subcontract between OPUS West Construction Corporation and Air Systems of Sacramento Inc dated 01/29/2009. All capitalized terms used, but not defined in this Rider A, have the meaning ascribed to them in the Subcontract.

### 1. Work/Subcontract Documents.

Subcontractor shall furnish all necessary labor, materials, equipment, skills, services (including design and engineering, if applicable), supervision and appurtenances necessary to complete all 1550000 & 1540000 (HVAC & Plumbing) work ("Work") for the Project, including but not limited to, strict compliance with the following documents (the "Subcontract Documents"):

Description	Number	Date
This Subcontract Agreement		01/29/2009
Project Drawings		
General Information Area of Work	A0.01	01/12/2009
First Floor Exiting Plan Second Floor Exiting Plan	A0.02	01/12/2009
Floor Plan	A2.10	01/12/2009
Finish Floor Plan	A2.41	01/12/2009
Reflected Ceiling Plan	A6.10	01/12/2009
Wall Details	A9.10	01/12/2009
Ceiling Details	A9.20	01/12/2009
Interior Details	A9.30	01/12/2009
Door Details Window Details	A9.40	01/12/2009
Symbol, Light Fixture Schedule and Details	E-1	01/23/2009
Floor Plan-Lighting/Power & Signal	E-2	01/23/2009
Electrical Title 24/Lighting Control Diagram	E-3	01/23/2009
Supplemental Design Documents		
Opus Group - Supplemental Conditions of Subcontract, Division 1, West, June 2005 Edition		06/01/2005
Opus West Management Corporation Contractor Rules and Regulations, Gateway Corporate Center, Building A, dated 2/19/08.		02/19/2008
Gateway Corporate Center Tenant Improvement Standards Specifications dated 5/12/08		05/12/2008
Opus Group - Special conditions of Subcontract, Division 1 - West, June 2005 Edition, Rocklin Corporate Plaza, Bldg. A - ORC Worldwide & Spec Suite TI's, revised 1/13/09.		01/13/2009
Opus Group - General Conditions of Subcontract, Division 1 - West, February 2008 Edition		02/01/2008

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

The Work of this Subcontract includes but is not limited to the following:

1. Provide all layout necessary for this work.
2. Coordinate material deliveries and onsite storage with the Contractor's Field Superintendent.
3. Clean up: All subcontractors shall be responsible for their own clean up on a daily basis.
4. Include all labor, materials, equipment, and construction methods necessary to meet the construction schedule duration and time frames. Weekend work will be performed, at no cost to Contractor, due to weather delay, that does not allow this Subcontractor to meet a forty (40) hour work week minimum.
5. Subcontractor is required to keep apprised of the progress of the work and to perform their work in order to maintain Contractor's project schedule.
6. Provide all loading, unloading, scaffolding and hoisting necessary for your portion of the work.
7. Subcontractor is to coordinate their scope of work with all other trades on the jobsite.
8. Subcontractor to design and provide Heating and Cooling System complete.
9. Subcontractor to coordinate design with all other Designers and Design Build Subcontractors.
10. Subcontractor to furnish and install caulking/sealant for this scope of work.
11. Subcontractor to furnish and install access doors for this scope of work.
12. Subcontractor to furnish and install seismic bracing if required.
13. Subcontractor to perform air balance on entire suite.
14. Subcontractor shall furnish and install Stainless Steel Sink, insta-hot, garbage disposal, domestic water, waste and vent piping.
15. Subcontractor to design and provide Plumbing System Complete.
16. Subcontractor to furnish and install waterline to refrigerator and countertop coffee service.
17. Subcontractor shall provide ball valves to the VAV boxes in both ORC Worldwide and Spec Suite Tenant Improvements.
18. Subcontractor to abide by Opus West Management Corporation Contractor Rules & Regulations, specifically item #26, which explains that, "...all work generating noise or odor that will be disruptive to other tenants will be performed before 7:00am or after 6:00pm." Subcontractor to coordinate with Contractor's Field Superintendent.
19. Subcontractor shall maintain all existing improvements fire and sound ratings, including but not limited to wall, ceiling and floor assemblies.

**The Work of this Subcontract excludes the following:**

1. Bond
2. General Building Permit
3. Line voltage electrical wiring, starters, and disconnects
4. Interface of the EMS to security of fire alarm systems
5. Permit Fees
6. Premium time (except to maintain Project Schedule due to this Subcontractor's delay)

**Labor**

Subcontractor hourly rates for additions or deletions to the base scope or work, including all burden and mark-ups are as follows, subject to Opus West Construction Corporation's final approval. Rates to remain in effect for duration of project:

**Plumbing Rates:**

<u>Base Rate</u>	<u>Time x 1/2 Rate</u>	<u>Time x 2 Rate</u>	
General Foreman	\$98.13/hr.	\$142.63/hr.	\$190.18/hr
Foreman	\$94.10/hr.	\$136.37/hr.	\$181.83/hr.
Journeyman	\$87.08/hr.	\$122.89/hr.	\$163.85/hr.
Apprentice	\$72.34/hr.	\$101.16/hr.	\$134.88/hr.

**HVAC Rates:**

<u>Base Rate</u>	<u>Time x 1/2 Rate</u>	<u>Time x 2 Rate</u>	
General Foreman	\$95.09/hr.	\$142.63/hr.	\$190.18/hr
Foreman	\$90.92/hr.	\$136.37/hr.	\$181.83/hr.
Journeyman	\$85.95/hr.	\$122.89/hr.	\$163.85/hr.
Apprentice	\$76.43/hr.	\$101.36/hr.	\$134.88/hr.

**2. Schedule.**

**Schedule Clarifications**

1. In accordance with mutually agreed requirements as described in periodic project schedules and Superintendent's two and three week schedules.
2. In accordance with ORC Worldwide TI and Spec Suite schedule dated 1/13/09.

**3. Subcontract Sum Breakdown.**

Subcontractor provides the following breakdown of the Subcontract Sum including sales tax to be charged and remitted:

Opus Group Subcontract (Labor and Materials)

Rider A - Page 2 of 3

February 2008 Edition

### 3. Subcontract Sum Breakdown.

Subcontractor provides the following breakdown of the Subcontract Sum including sales tax to be charged and remitted:

#### Subcontract Recap

Sub-Job Number	Sub-Job Name	Name	Amount
11357.02	Spec Suite 295 TI	Spec Suite #295 - Plumbing	\$7,135.00
11357.02	Spec Suite 295 TI	Spec Suite #295 - HVAC	\$16,350.00
11357.01	ORC Worldwide TI	ORC Worldwide TI - HVAC	\$11,210.00
11357.03	Corridor	Corridor - HVAC	\$950.00
<b>Total Subcontract Sum</b>			<b>\$35,645.00</b>

#### Subcontract Summary

Name	Account Code	Amount
HVAC Systems - Subcontract	11357.01-J20-15500.00-S	\$11,210.00
Plumbing Systems - Subcontract	11357.02-J10-15400.00-S	\$7,135.00
HVAC Systems - Subcontract	11357.02-J20-15500.00-S	\$16,350.00
HVAC Systems - Subcontract	11357.03-J20-15500.00-S	\$950.00
<b>Total Subcontract Sum</b>		<b>\$35,645.00</b>

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 Air Systems of Sacramento Inc dated 01/29/2009. 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



Rocklin Corporate Plaza TIs / 11357.00  
1550000 & 1540000 (HVAC & Plumbing)

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. \_\_\_\_\_

Subcontractor's California License No. 406794

**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 Air Systems of Sacramento Inc dated 01/29/2009. 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. Subcontractor's Insurance. Subcontractor will purchase and maintain the insurance described in this paragraph 1.

1.1 Subcontractor's 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 coverages, requirements and minimum limits:

#### INSURANCE COVERAGE

#### MINIMUM LIMITS

##### 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

(Applies if Subcontractor is performing or supplying any of the following as part of the Work: Structural Concrete or Wood Framing, Masonry, Electrical, HVAC, Plumbing, Fire Protection, Sprinkler, Steel Erection, Elevator, Excavating, Roofing, Foundation and Curtain Wall/Glazing 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

(Applies if Subcontractor's Work does not include any of the work item listed immediately above.)

\$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/Errors & Omissions

(Applies if Subcontractor is providing engineering or design services)

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

##### Contractor's Pollution Liability

(Applies if Subcontractor is providing any of the following as part of the Work):

##### Demolition; Fuel Providers

\$1,000,000 each occurrence  
\$1,000,000 aggregate

##### Excavation and subterranean Work; transporting of regulated or hazardous substances

\$1,000,000 each occurrence  
\$2,000,000 aggregate

##### Asbestos, Lead or Mold Abatement

\$5,000,000 each occurrence  
\$5,000,000 aggregate

1.2 Subcontractor's Insurance Requirements. Subcontractor's policies of insurance set forth in Paragraph 1.1 must meet the following requirements:

- (a) 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.
- (b) The Commercial General Liability insurance and Umbrella/Excess Liability Insurance must (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 and (vi) include Contractor and Owner (and others as specifically required by the Subcontract Documents) as "additional insureds." The "additional insureds" endorsements to Subcontractor's Commercial General Liability policy will be on ISO Forms GC 20 10 07 04 and GC 20 37 07 04 or equivalent and will include coverage for ongoing and complete operations. The additional insured endorsement form numbers must be listed on the insurance certificate. If the endorsement is not written on an "ISO" form, the endorsement(s) must be attached to the certificate of insurance. Subcontractor's General Liability and Umbrella/Excess insurance policies will be primary insurance and not excess over, or contributing with, any insurance purchased or maintained by Contractor or Owner.
- (c) The Commercial Automobile Liability insurance must include coverage for all owned, hired and non-owned automobiles.
- (d) Professional Liability/Errors & Omissions, if applicable to the Subcontractor's Work, must 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.
- (e) Contractor's Pollution Liability insurance, if applicable to the Subcontractor's Work, will (i) be maintained for a period of two years after the completion of the Work, (ii)

specifically cover as "insured contracts" Subcontractor's indemnity obligations as set forth in this Subcontract and other contractual indemnities assume by Subcontractor under the Subcontract Documents, (iii) include transportation coverage for loading, unloading, and transporting of waste from the Projects Site to the final disposal location with an endorsement scheduling the non-owned disposal facility if transportation of waste is included in the Work, (iv) include a waiver of subrogation, (v) specifically include pollution coverage for all Work performed, such as asbestos, lead-based paint, and mold, (vi) cover replacement or restoration costs as a result of pollution conditions, and (vii) delete or amend any "insured vs. insured" exclusion to provide that the exclusion shall not apply to Contractor as an additional insured. Coverage will be primary insurance and not excess over, or contributing with, any insurance purchased or maintained by Contractor or Owner. Subcontractor shall provide a copy of the policy to the Contractor upon request.

- (f) All insurance policies required under this Paragraph 1 must (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 to the Contractor. If Subcontractor fails to purchase and maintain the insurance coverage required under this Paragraph 1, 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.
- (g) 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 must 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".
- (h) Contractor may exclude Subcontractor from the Project Site and withhold payments to Subcontractor until a properly executed certificate of insurance evidencing the insurance required under this Paragraph 1 is received by Contractor.
- (i) The insurance coverages and limits required by this Subcontract do not limit the Subcontractor's responsibilities and liabilities specified within the Subcontract Documents or under law.

2 **Contractor's Builder's Risk Insurance:** Contractor will purchase and maintain builders risk insurance as follows:

- 2.1 **Coverage.** 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, 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.
- 2.2 **Waiver of Subrogation.** 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.
- 2.3 **Appointment of Deductible.** 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.
- 2.4 **Loss Payable.** 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.
- 2.5 **Personal Property.** Subcontractor hereby releases 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 by Sub-subcontractors. In addition, if Contractor permits Subcontractor to use tools, equipment or other personal property that is owned, leased or otherwise in Contractor's possession Subcontractor's use will be at its sole risk and Subcontractor will indemnify Contractor against any claims and/or damages, including but not limited to attorney's fees and court costs, arising out of Subcontractor's use of the tools, equipment or other personal property.

END OF RIDER C



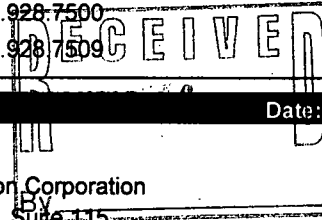
Transmittal

Rocklin Corporate Plaza Tls - ORC Worldwide & Spec  
Suite  
6020 West Oaks Blvd. Suite 285 & 295  
Rocklin, CA 95765

Subproject #: 11357.00

Main Phone: 916.928.7500

Main Fax: 916.928.7509



## Transmitted To

Carrie Newman  
Air Systems of Sacramento Inc  
3850 Happy Lane  
Sacramento, CA 95827  
Phone #: 916.368.0336  
Fax #: 916.368.0337

## Transmitted By

Date: 03/23/2009

Tyffany Robinson  
Opus West Construction Corporation  
180 Promenade Circle, Suite 115  
Sacramento, CA 95834

## Package Transmitted For

## Delivered Via

## Tracking Number

For Information Only

Mail

Item Number	Quantity	Description	Reference Date
1	1	CO#1 Fully executed	02/19/2009

## Remarks

Please find the fully executed CO for your records. Thank you.

## CC

Organization	Full Name	Address	Work Fax

## Copy To File

1135700/1550000

Tyffany Robinson

Signature

3/23/09

Signed Date



OPUS West Construction Corporation  
SUBCONTRACT CHANGE ORDER

REC'D OPUS WEST

MAR 12 2009

SACRAMENTO

Change Order Date: 02/19/2009

Change Order #: 1

To Subcontract Agreement dated: 01/29/2009

1550000 & 1540000 (HVAC & Plumbing)

CON-11357.00-1

See Subcontract Sum Breakdown

TO: Air Systems of Sacramento Inc  
3850 Happy Lane  
Sacramento, CA 95827

PROJECT: Rocklin Corporate Plaza TIs

CHANGE DETAILS

Item	Description	Amount
1	Subcontractor to furnish one (10 new VAV box with hot water reheat and ALC temperature controls to serve existing core restroom on 2nd floor. Refer to Air Systems proposal dated December 23, 2008.	\$0.00
2	Total cost charged to Spec Suite TI	\$2,029.00
3	Total cost charged to ORC TI	\$828.00
		<u>\$2,857.00</u>

SCHEDULE

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

CONTRACT SUMMARY

Cost Code	Previous Amount	This Change Order	Current Contract Amount
11357.01-J20-15500.00-S	\$11,210.00	\$828.00	\$12,038.00
11357.02-J10-15400.00-S	\$7,135.00	\$0.00	\$7,135.00
11357.02-J20-15500.00-S	\$16,350.00	\$2,029.00	\$18,379.00
11357.03-J20-15500.00-S	\$950.00	\$0.00	\$950.00
	<u>\$35,645.00</u>	<u>\$2,857.00</u>	<u>\$38,502.00</u>

Original Contract Amount..... \$35,645.00

Previously Approved Change Orders..... \$0.00

Amount this Change Order..... \$2,857.00

Contract Amount to Date..... \$38,502.00

ACKNOWLEDGEMENT

Please sign and return all original copies

Air Systems of Sacramento Inc

OPUS West Construction Corporation

Garry Westover, President 3/9/09

Steve Vannatta

3-12-09

Printed Name

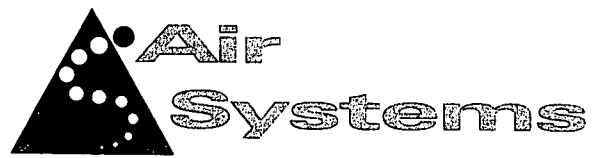
Date

Printed Name

Date

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

The work covered by this Subcontract Change Order will be performed under the same terms and conditions as those in the Subcontract Agreement. Subcor this Subcontract Change Order is inclusive of all Subcontractor's claims for additional compensation for work heretofore authorized or performed beyond tl Subcontract Agreement as amended this date. No other claims will be accepted by Contractor.



**Invoice #: 9422**

**Invoice Date: 03-25-2009**

**Customer : 15450**

**ASI Job # : 991210 1011**

**ASI Project Manager : Carrie Newman**

**Customer Project Manager :**

**Customer Job # : 97370.99-1**

**To:**

**OPUS West Const. Corp.  
180 Promenade Circle, Ste. 115  
Sacramento, CA 95834**

**Job Location:**

**OPUS West Construction Corp.  
6020 and 6030 West Oaks Blvd.  
Rocklin, CA**

---

<u>Item</u>	<u>Description</u>	<u>Amount</u>
1	VAV Box with hot water reheat and ALC temperature controls to serve existing core restroom on 2nd floor.	2,857.00

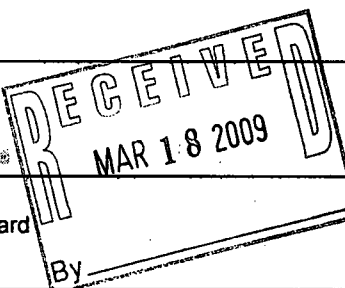
3850 Happy Ln  
Sacramento  
California 95827  
Tel: (916) 368-0336  
Service: (916) 414-0338  
Fax: (916) 368-0337

**www.airsystems1.com**

**Amount Billed \$2,857.00**  
**Total Tax**

**Retainage Held**

**Amount Due \$2,857.00**

**OPUS**

Transmittal

Warranty  
6020 & 6030 West Oaks Boulevard  
Rocklin, CA 95765

Subproject #: 97370.99  
Main Phone: 916.928.7500  
Main Fax: 916.928.7509

**Transmitted To**

Carrie Newman  
Air Systems of Sacramento Inc  
3850 Happy Lane  
Sacramento, CA 95827  
Phone #: 916.368.0336  
Fax #: 916.368.0337

**Transmitted By**

Date: 03/16/2009

Tyffany Robinson  
Opus West Construction Corporation  
180 Promenade Circle, Suite 115  
Sacramento, CA 95834

**Package Transmitted For****Delivered Via****Tracking Number**

For Information Only

Mail

Item Number	Quantity	Description	Reference Date
1	1	PO# 97370.99-1 Fully Executed	02/20/2009

**Remarks**

Please find the attached fully executed PO for your records. Thank you!

**CC**

Organization	Full Name	Address	Work Fax

**Copy To File**

9737099/1550000

Tyffany Robinson

Signature

Signed Date



Purchase Order No. 97370.99-1

Date: 02/20/2009

Job No: 97370.99

**PURCHASE ORDER****Seller**

Name Carrie Newman  
Supplier # 1006645  
Organization Air Systems of Sacramento Inc  
Address 3850 Happy Lane  
Sacramento, CA 95827  
Phone 916.368.0336

**Ship To**

Name David Riveroll  
Organization OPUS West Construction Corporation  
Address 6020 & 6030 West Oaks Boulevard  
Rocklin, CA 95765  
Phone 916.928.7500

**Shipping/Delivery Terms**

FOB Destination  
Shipping Method: Not Specified  
Delivery Date:  
Term:

**Bill To**

Organization OPUS West Construction Corporation  
Attn: Accounts Payable  
Address 180 Promenade Circle, Suite 115  
Sacramento, CA 95834

Qty	Units	Description	Unit \$	Extended \$	Total	Account Code
1	LS Lump Sum	Subcontractor to furnish one (1) new VAV box with hot water reheat and ALC temperature controls to serve existing core restroom on 2nd floor. Refer to Air Systems proposal dated December 23, 2008.	\$2,857.00	\$2,857.00	\$2,857.00	97370.99-J20-15500.00-M
TOTAL					\$2,857.00	

**IMPORTANT:**

1. ALL APPLICABLE FEDERAL, STATE, AND LOCAL SALES AND EXCISE TAXES, TARIFFS, AND DUTIES, IF REQUIRED BY LAW, MUST BE SEPARATELY STATED ON THE INVOICE CORRESPONDING TO THIS ORDER.
2. ALL APPLICABLE SHIPPING AND HANDLING FEES MUST BE SEPARATELY STATED ON THE INVOICE CORRESPONDING TO THIS ORDER.

Air Systems of Sacramento Inc

By

Authorized signature

Garry Westover

Print Name

President

Title

OPUS West Construction Corporation

By

Authorized signature

Steve Vannatta

Print Name

Director of Construction

Title



**PURCHASE ORDER****TERMS AND CONDITIONS**

This Purchase Order ("Order") for materials and merchandise ("Goods") and/or services ("Services") specified on the reverse side is subject to the following terms and conditions:

1. **ACCEPTANCE:** This Order must be promptly accepted by Seller in writing; HOWEVER, If Seller does not execute this Order, but timely delivers Goods and/or performs Services described in this Order, such delivery and/or performance will constitute acceptance of this Order on the terms and conditions set forth in this Order. PURCHASER HEREBY GIVES NOTICE OF OBJECTION TO ANY TERMS AND CONDITIONS SET FORTH IN ANY OTHER WRITING WHICH ARE INCONSISTENT WITH THE TERMS AND CONDITIONS SET FORTH IN THIS ORDER. Any additional or inconsistent terms AND CONDITIONS contained in any written document (for example, DELIVERY ACCEPTANCES, invoices, packing slips and bills of lading) signed by Purchaser subsequent to this Order are invalid and of no force and effect unless such document is expressly labeled as an amendment to this Order.

2. **PERFORMANCE/DELIVERIES:** Time is of the essence in Purchaser's and Seller's performance of their obligations under this Order. Seller must deliver the specified quantity of Goods to Purchaser and perform Services at the times specified in this Order or in schedules furnished to Seller by Purchaser. Purchaser will not be required to pay for Goods delivered to Purchaser in excess of quantities specified in this Order, and Purchaser may return such excess Goods to Seller at Seller's expense. If Seller's deliveries do not meet the required schedule, Purchaser may direct expedited routing at Seller's expense. If Goods are delivered in advance of schedule, Purchaser may (a) return the Goods to Seller at Seller's expense, (b) withhold payment until the date that the Goods are actually scheduled for delivery or (c) place the Goods in storage for Seller's account and at Seller's expense until the delivery date specified in this Order. Any deviation from a specified route which results in additional transportation charges, delays or claims, will be at Seller's expense. All risk of loss and damage to Goods is borne by Seller until the Goods are delivered to, and inspected and accepted by, Purchaser.

3. **INSPECTION AND REJECTION:** Purchaser may inspect and reject nonconforming or defective Goods and Services within a reasonable time after delivery of Goods to Purchaser or performance of Services by Seller. Payment for Goods and Services prior to inspection will not constitute Purchaser's acceptance of the Goods and Services. Purchaser's acceptance of the Goods and Services will not void or limit Seller's warranties. If Purchaser rejects Goods delivered and/or Services performed, Purchaser may (a) return the rejected Goods to Seller, at Seller's expense, for reimbursement, credit, replacement or correction as Purchaser may direct or (b) correct and/or replace the Goods and/or Services at Seller's expense. Purchaser may inspect the Goods at Seller's place of manufacture or distribution and Seller will cooperate with such inspection. Final inspection and acceptance or rejection of the Goods and/or Services, however, will be at the place of destination. Purchaser may keep a sample of rejected Goods for evidence of the quality of the Goods.

4. **CHANGES:** Upon written notice to Seller, Purchaser may, at any time, make changes within the general scope of the Goods or Services, including drawings and specifications, quantities, methods of shipment, packaging, delivery/performance schedules and places of delivery. Any increase or decrease in price or time for delivery/performance resulting from such changes will be equitably adjusted by Seller and Purchaser in a written amendment to this Order; provided, however that any claim for an increase in price or time for delivery/performance resulting from such changes shall be deemed waived unless made prior to the time Seller proceeds with the change. If Seller and Purchaser do not promptly agree on an equitable adjustment, Purchaser may (a) immediately cancel this Order and pay Seller as provided in Section 17 or (b) pursue any available legal remedy to resolve the dispute, and pending such resolution, Seller will, if requested by Purchaser, diligently perform its obligations under the Order as changed.

5. **WARRANTY:** In addition to any other warranties implied by law or expressly given by Seller, Seller expressly warrants the Goods and Services as follows:

**(a) Goods.** Seller has good and merchantable title to the Goods and the Goods will (i) be free of all liens and encumbrances, (ii) conform to the specifications, drawings, samples or other descriptions furnished or specified by Purchaser, (iii) be of good material and workmanship, free from defects, and of good and merchantable quality, (iv) be fit for the purposes for which the Goods are designed or intended to be used and (v) not infringe or violate any United States or foreign letter patent, or any right in or to any patented invention or idea, or a trademark or copyright. With respect to any Goods that do not conform to the foregoing warranties, Purchaser may elect to treat such Goods as rejected Goods under Section 3 above.

**(b) Services.** Seller will perform the Services with the degree of care and skill exercised by qualified individuals or entities performing similar services, and the Services will be (i) in conformance with the specifications, drawings or other descriptions furnished by Purchaser, (ii) of good workmanship and (iii) free from defects.

These warranties run to Purchaser and its successors and assignees. Seller will indemnify Purchaser, its successors and assignees, against all loss, injury, damage and liability, including all attorney's fees, incurred by Purchaser as a result of Seller's breach of any of the foregoing warranties.

6. **PACKAGING AND SHIPPING INSTRUCTIONS:** All Goods will be packed and handled in accordance with good commercial practice to prevent damage to the Goods. Seller will be liable for damage to Goods caused by improper handling, packing or

**PURCHASE ORDER**

packaging. All shipments must be accompanied by packing slips showing packaging slip number, contents and weight.

7. **TRANSPORTATION CHARGES:** No transportation charges will be allowed on Goods sold F.O.B. destination. Transportation charges on Goods sold F.O.B. shipping point will be incurred in accordance with Purchaser's shipping instructions on the face of this Order, and these charges will be separately stated on the invoice corresponding to this Order.

8. **TAXES:** The prices specified in this Order for all Goods and Services include all applicable state and local sales and excise taxes and, if required by law, such taxes must be separately stated on the invoice corresponding to this Order.

9. **BILLING/PAYMENT:** Seller will place Purchaser's Order number on all invoices, bills of lading, memoranda and packages and send original bills of lading, shipping memoranda and invoices to Purchaser at Purchaser's letterhead address on the reverse side of this Order. Seller's invoice must refer to packing slip number and Seller must render a separate invoice for each Order and specify any cash discounts. Seller's invoice will not be processed for payment if Purchaser's Order number is not stated on the face of the invoice. Unless otherwise noted on the face of this Order, payment of invoices will be due to Seller on the 30th day of the month for invoices received by Purchaser on the 25th day of the previous month, provided the Goods and Services have been received and accepted by Purchaser.

10. **INDEPENDENT CONTRACTOR STATUS:** Seller is an independent contractor and Purchaser will not exercise any control or direction over the means and manner of (a) the production or acquisition of the Goods or (b) the performance of the Services by Seller. This Order does not create, between Purchaser and Seller, the relationship of partners, joint venturers, employer and employee, or agent and principal.

11. **PURCHASER'S PROPERTY:** Unless otherwise provided in this Order, all tools, equipment, plans, blueprints or other personal property furnished to Seller by Purchaser or specifically paid for by Purchaser ("**Purchaser's Property**") will be and remain the personal property of Purchaser, and Seller may only use Purchaser's Property to perform its obligations under this Order. Seller assumes all liability for loss or damage to Purchaser's Property while in Seller's use or possession. Seller will maintain Purchaser's Property at its own expense and deliver it to Purchaser, upon Purchaser's request, in the same condition as originally received by Seller, reasonable wear and tear excepted.

12. **ON-SITE RESPONSIBILITY:** If Seller, its employees, agents, subcontractors or material suppliers enter onto the property of Purchaser or a third party ("**Site**") to deliver the Goods or perform the Services, Seller will (a) be responsible for all of its activities at the Site, including the safety of its employees, (b) abide by reasonable rules, regulations and directives of Purchaser and the Site owner, (c) coordinate with Purchaser the timing and means of delivery and (d) use reasonable efforts to ensure its conduct will not disturb any activities taking place at the Site or any persons present on the Site. Seller will, upon Purchaser's demand, reimburse Purchaser for the cost of restoring and repairing any damage Seller causes to Purchaser's personal property or the Site.

13. **MECHANICS' AND CONSTRUCTION LIENS:** To the fullest extent permitted by law, Seller waives and releases any and all rights of mechanics' liens, construction liens or other lien rights Seller may have in connection with Goods delivered and Services performed under this Order. Upon Purchaser's request, Seller will, as a condition precedent to Purchaser's obligation to pay Seller, promptly furnish or cause to be furnished to Purchaser, a written waiver or waivers of such liens from Seller and any subcontractor or material supplier hired by Seller, in recordable form acceptable to Purchaser.

14. **COMPLIANCE WITH LAWS AND REGULATIONS:** In performing its obligations under this Order, Seller will comply with all applicable federal, state and local laws, rules, regulations, orders and ordinances (collectively, the "**Laws**") that are applicable to the Goods and Services. By accepting this Order, Seller certifies to Purchaser that the Goods were or will be produced and/or obtained in compliance with all requirements of Laws. Seller will indemnify Purchaser from any liability resulting from either Seller or the Goods and Services failing to comply with the requirements of this section.

15. **INDEMNITY:** To the fullest extent permitted by law, Seller will indemnify and defend Purchaser and Purchaser's members, partners, shareholders, directors, officers, employees and agents against all claims, damages, losses and expenses, including costs of defense and attorney's fees, arising out of Seller's delivery of Goods and/or performance of Services under this Order, but only to the extent caused by Seller's breach of this Order or by the negligence or willful misconduct of Seller or Seller's officers, employees, agents, contractors, subcontractors or suppliers.

16. **INSURANCE:** Seller has, and will maintain at all times during the performance of its obligations under this Order, the following insurance ("**Seller's Insurance**"):

(a) commercial general liability insurance (including products and completed operations and contractual liability coverage) in an amount not less than \$1,000,000 each occurrence and \$1,000,000 general aggregate, for bodily injury or death, property damage and contractual liability, written on a 1986 or newer ISO occurrence form;

(b) business automobile liability insurance covering all owned, non-owned and hired vehicles in the amount of \$1,000,000 combined single limit of liability each accident; and

(c) workers' compensation insurance as required by law.

Seller's Insurance will be primary to and non-contributing with any liability insurance carried by Purchaser.

17. **CANCELLATION:** Purchaser may, upon written notice delivered to Seller, cancel this Order with or without cause. Upon delivery of the cancellation notice, Seller will immediately discontinue production and shipment of undelivered Goods and stop



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performance of any Services. If Buyer cancels this Order without cause, Seller's sole claim shall be for the costs it reasonably incurred for Goods and Services properly furnished through the date of cancellation and for actual, unrecoverable out-of-pocket expenses incurred by Seller due to work-in-process (with due allowance for the salvage value of all Goods after Buyer has had full opportunity to recommend disposition and audit Seller's costs). Seller is not entitled to lost profits on Goods not delivered or Services not performed.

**18. ASSIGNMENT:** Seller's assignment of this Order or rights hereunder, without Purchaser's prior written consent, is null and void.

**19. REMEDIES:** If Seller fails to timely comply with its obligations under, or otherwise breaches, this Order, Purchaser may exercise any and all rights and remedies provided by law, equity or this Order, including without limitation the right to (a) cancel this Order, (b) set off amounts due Seller under this Order against any amounts otherwise owed to Purchaser by Seller and/or (c) purchase items similar to the Goods or secure performance of services similar to the Services, at Seller's cost and expense. All remedies of Purchaser under this Order may be exercised individually or cumulatively. No delay or failure by Purchaser in enforcing any of Purchaser's rights or remedies will constitute a waiver of any such rights or remedies or of any existing or subsequent breach by Seller.

**20. COSTS OF ENFORCEMENT:** If any action or proceeding is brought to enforce any of the provisions of this Order (including without limitation, arbitration, mediation, court actions and appellate proceedings, at law or in equity), the unsuccessful party in such proceeding will pay all of the prevailing party's costs and expenses incurred in connection with the proceeding, including reasonable attorneys' fees.

**21. SURVIVAL:** The warranties, remedies and indemnities of Seller will survive delivery of Goods and performance of Services and will not be deemed waived by Purchaser's acceptance of the Goods and Services or payment therefor.

**22. NOTICES:** Notices required or permitted under this Order must be addressed to the addresses for Seller and Purchaser (letterhead address) specified on the front side of this Order, or such other address as the parties may designate in writing, and will be deemed delivered and effective on the earlier of (a) the date actually received and (b) if sent by (i) mail, three days after the party sending the notice deposits the notice with the United States Post Office or (ii) overnight delivery, one business day after the day the party sending the notice timely deposits the notice with a nationally recognized, overnight (next day) courier.

**23. COMPLETE AGREEMENT:** This Order constitutes the complete and exclusive agreement of Seller and Purchaser with respect to the Goods and Services and may not be contradicted or supplemented by any prior or contemporaneous oral or written communications. No evidence of prior course of dealing or usage of trade not expressly set forth in this Order may be used to explain, modify, or contradict this Order in any way.

**24. SEVERABILITY:** The provisions of this Order will be deemed severable, and the invalidity or unenforceability of any provision will not affect the validity and enforceability of the other provisions hereof. If any provision of this Order is unenforceable for any reason whatsoever, such provision will be appropriately limited and given effect to the extent that it may be enforceable.

**25. GOVERNING LAW/VENUE:** This Order will be governed by and interpreted in all respects under the laws of the state where the Goods are delivered or the Services are performed, but disregarding such state's choice of law provisions. Any action commenced in connection with this Order will be venued in the state and county where the Goods are delivered or the Services are performed.