
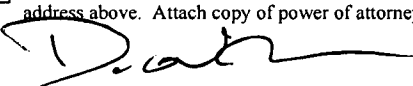


UNITED STATES BANKRUPTCY COURT		PROOF OF CLAIM
Name of Debtor: Opus West Construction Corporation		Case Number: 09-34356-hdh-1
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense 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): Taber Company, Inc.		<div style="text-align: center;"> FILED SEP 28 2009 TAWANA C. MARSHALL, CLERK U.S. BANKRUPTCY COURT NORTHERN DISTRICT OF TEXAS </div>
Name and address where notices should be sent: David E. Nemeth, Esq. Watt, Tieder, Hoffar & Fitzgerald, LLP, 2040 Main Street, #300, Irvine, CA 92614		
Telephone number: (949) 852-6700		
Name and address where payment should be sent (if different from above): <div style="text-align: center;">RECEIVED OCT 12 2009 BMC GROUP</div>		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. <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.
1. Amount of Claim as of Date Case Filed: \$ <u>117,159.88</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.		5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount. Specify the priority of the claim. <input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier – 11 U.S.C. §507 (a)(4). <input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. §507 (a)(5). <input type="checkbox"/> Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. §507 (a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. §507 (a)(8). <input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. §507 (a)().
2. Basis for Claim: <u>Breach of Contract</u> (See instruction #2 on reverse side.) 3. Last four digits of any number by which creditor identifies debtor: <u>4169</u> 3a. Debtor may have scheduled account as: _____ (See instruction #3a on reverse side.)		Amount entitled to priority: \$ _____
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 type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: Value of Property: \$ _____ Annual Interest Rate: % Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ _____ Basis for perfection: _____ Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____		*Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.
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 of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.) DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain:		FOR COURT USE ONLY <div style="text-align: center;"> OPUS WEST  00281 </div>
Date: <u>9/2/09</u> 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. 		

2:27 PM

06/17/09

Accrual Basis

Taber Company, Inc.
Customer Open Balance
 All Transactions

Type	Date	Num	Memo	Due Date	Open Balance	Amount
Opus West Construction Corp						
4th District Office 4140						
Invoice	10/20/2008	4140-1	4140/4th Dist...	10/20/2008	1,278.00	1,278.00
Total 4th District Office 4140					1,278.00	1,278.00
Assembly Office 4242						
Invoice	3/17/2009	4242-1	4242/Assem...	3/17/2009	666.00	666.00
Invoice	3/17/2009	4242-2	4242/Assem...	3/17/2009	74.00	74.00
Total Assembly Office 4242					740.00	740.00
Fisher & Phillips 4169						
Invoice	2/19/2009	4169-4	4169/Fisher ...	2/19/2009	68,273.28	68,273.28
Invoice	3/27/2009	4169-5	4169/Fisher ...	3/27/2009	11,421.90	11,421.90
Invoice	3/27/2009	4169-6	4169/Fisher ...	3/27/2009	37,464.70	37,464.70
Total Fisher & Phillips 4169					117,159.88	117,159.88
Total Opus West Construction Corp					119,177.88	119,177.88
TOTAL					119,177.88	119,177.88

**TABER
COMPANY INC.**

1442 Ritchey Street
Santa Ana, CA 92705
T-(714)543-7100
F-(714)543-7117

Invoice

Date	Invoice #
2/19/2009	4169-4

Bill To
Opus West Construction Corp 2050 Main St., Suite 800 Irvine, CA 92614

Project
Fisher & Phillips 2050 Main St. Suite 1000 Irvine, CA

P.O. No.	Terms	Thru Date
	Due on receipt	February 28,2009

Quantity	Description	Rate	Amount
	Millwork Per Approved Contract 353,206.00 - Original Contract 8,750.00 - Approved Changes 361,956.00 - Approved Current Contract 361,956.00 - 100% Complete to Date 36,195.60 - Less Retention 257,487.12 - Less Previously Billed 68,273.28 - Amount Due this Invoice	68,273.28	68,273.28
Thank you for your business.		Total	\$68,273.28



SUBCONTRACT APPLICATION FOR PAYMENT

Project Name : Opus Center Irvine III Tis
Subcontractor : Taber Company Inc.
Supplier # : 1007883
Address : 1442 Ritchey Street
Santa Ana, Ca 92705
Phone : 714 543-7100
Remittance Address : Opus West Corporation
Attn : Accounts Payable
2050 Main Street, Suite 800
Irvine, Ca 92614

Project Number : 10653.21
Date of Application : 2/19/2009
Application Number : 4169-4
Period From : 2/1/2009 Period To: 2/25/2009

CONTRACT INFORMATION

ITEM	SALES TAX(\$ (if applicable)	TOTAL(\$)
ORIGINAL CONTRACT AMOUNT		\$353,206.00
OPUS APPROVED CHANGE ORDER # 1 THRU # 1		\$8,750.00
CONTRACT AMOUNT TO DATE TOTAL		\$361,956.00

APPLICATION INFORMATION

A Total Completed & Stored to Date \$361,956.00
B Less Retainage 10 % \$36,195.60
C Total Earned Less Retainage (A - B) \$325,760.40
D Less Previous Billings (previous req's line C) \$257,487.12
E Current Payment Due (C - D) \$68,273.28
F Balance to Finish, Plus Retainage (G - A + B) \$36,195.60
G Current Gross Amount Completed This Period \$75,859.20

SUBCONTRACTOR :

BY :

DATE :

Taber Company, Inc.

Supplier # 1007883

2/19/09

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
10653.21F10.06250.00-S	Wood Paneling-Subcontract	\$39,720.00	\$25,085.70	\$14,634.30	\$39,720.00	100%	\$1,463.43	\$13,170.87
10653.21F10.06400.00-S	Millwork-Subcontract	\$263,934.00	\$213,786.50	\$50,147.50	\$263,934.00	100%	\$5,014.75	\$45,132.75
10653.21F10.09760.00-S	Stone Counter Tops-Subcontract	\$58,302.00	\$47,224.60	\$11,077.40	\$58,302.00	100%	\$1,107.74	\$9,969.66
	TOTAL	\$361,956.00	\$286,096.80	\$75,859.20	\$361,956.00	100%	\$7,585.92	\$68,273.28

SHADED AREA FOR OPUS ACCOUNTING USE ONLY

Vendor ID	Vendor Inv. #	Date	GLP Ext



TABER
COMPANY INC.

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Upon receipt by the undersigned of a check from

OPUS

in the sum of: \$68,273.28

payable to Taber Company, 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 pro tanto any mechanics lien, stop notice or bond right the undersigned has on the job of:

Job #4169/Irvine Center Partners III LLC c/o Opus West Corp./Fisher & Phillips
(owner name)

located at Fisher & Phillips / 2050 Main St. Suite 1000, Irvine
(job name and description)

to the following extent: This release covers a progress payment for labor, services equipment or material furnished to:

OPUS

(your customer)

through 2/28/2009 only

and does not cover any retention or items furnished after said date. Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

DATED: February 20, 2009

Taber Company, Inc.

(company name)

BY: / Accounting Manager
(name/title)

NOTE: This release is being forwarded prior to receipt of payment of progressive billing in the amount of **\$222,166.52** and does not imply release of lien rights on those funds.

Conditionals.xls



TABER COMPANY INC.

1442 Ritchey Street
Santa Ana, CA 92705
T-(714)543-7100
F-(714)543-7117

Invoice

Date	Invoice #
3/27/2009	4169-5

Bill To
Opus West Construction Corp 2050 Main St., Suite 800 Irvine, CA 92614

Project
Fisher & Phillips 2050 Main St. Suite 1000 Irvine, CA

P.O. No.	Terms	Thru Date
	Due on receipt	March 31,2009

Quantity	Description	Rate	Amount
	Millwork Per Approved Contract 353,206.00 - Original Contract 21,441.00 - Approved Changes 374,647.00 - Approved Current Contract 374,647.00 - 100% Complete to Date 37,464.70 - Less Retention 325,760.40 - Less Previously Billed 11,421.90 - Amount Due this Invoice	11,421.90	11,421.90
Thank you for your business.		Total	\$11,421.90



SUBCONTRACT APPLICATION FOR PAYMENT

Project Name : Opus Center Irvine III Tis
Subcontractor : Taber Company Inc.
Supplier # : 1007883
Address : 1442 Ritchey Street
Santa Ana, Ca 92705
Phone : 714 543-7100
Remittance Address : Opus West Corporation
Attn : Accounts Payable
2050 Main Street, Suite 800
Irvine, Ca 92614

Project Number : 10653.21
Date of Application : 3/27/2009
Application Number : 4169-5
Period From : 3/1/2009 Period To: 3/31/2009

CONTRACT INFORMATION

ITEM	SALES TAX(\$)(if applicable)	TOTAL(\$)
ORIGINAL CONTRACT AMOUNT		\$353,206.00
OPUS APPROVED CHANGE ORDER # 1 THRU # 3		\$21,441.00
CONTRACT AMOUNT TO DATE TOTAL		\$374,647.00

APPLICATION INFORMATION

A Total Completed & Stored to Date \$374,647.00
B Less Retainage 10 % \$37,464.70
C Total Earned Less Retainage (A - B) \$337,182.30
D Less Previous Billings (previous req's line C) \$325,760.40
E Current Payment Due (C - D) \$11,421.90
F Balance to Finish, Plus Retainage (G - A + B) \$37,464.70
G Current Gross Amount Completed This Period \$12,691.00

SUBCONTRACTOR :

BY :

DATE :

Supplier # 1007883

[Signature]
3/27/09

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
10653.21F10.06250.00-S	Wood Paneling-Subcontract	\$40,260.00	\$39,720.00	\$540.00	\$40,260.00	100%	\$54.00	\$486.00
10653.21-F10-06360.00-S	Wood Base-Subcontract	\$4,800.00		\$4,800.00	\$4,800.00	100%	\$480.00	\$4,320.00
10653.21F10.06400.00-S	Millwork-Subcontract	\$271,285.00	\$263,934.00	\$7,351.00	\$271,285.00	100%	\$735.10	\$6,615.90
10653.21F10.09760.00-S	Stone Counter Tops-Subcontract	\$58,302.00	\$58,302.00		\$58,302.00	100%		
	TOTAL	\$374,647.00	\$361,956.00	\$12,691.00	\$374,647.00	100%	\$1,269.10	\$11,421.90

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

Upon receipt by the undersigned of a check from

OPUS

in the sum of: \$11,421.90

payable to Taber Company, 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 pro tanto any mechanics lien, stop notice or bond right the undersigned has on the job of:

Job #4169/Irvine Center Partners III LLC c/o Opus West Corp./Fisher & Phillips
(owner name)

located at Fisher & Phillips / 2050 Main St. Suite 1000, Irvine
(job name and description)

to the following extent: This release covers a progress payment for labor, services equipment or material furnished to:

OPUS

(your customer)

through 3/31/2009 only

and does not cover any retention or items furnished after said date. Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

DATED: March 27, 2009

Taber Company, Inc.

(company name)

BY:

[Signature] Accounting Manager
(name/title)

NOTE: This release is being forwarded prior to receipt of payment of progressive billing in the amount of **\$89,245.48** and does not imply release of lien rights on those funds.

Conditionals.xls



TABER
COMPANY INC.

1442 Ritchey Street
Santa Ana, CA 92705
T-(714)543-7100
F-(714)543-7117

Invoice

Date	Invoice #
3/27/2009	4169-6

Bill To
Opus West Construction Corp 2050 Main St., Suite 800 Irvine, CA 92614

Project
Fisher & Phillips 2050 Main St. Suite 1000 Irvine, CA

P.O. No.	Terms	Thru Date
	Due on receipt	March 31,2009

Quantity	Description	Rate	Amount
	Millwork Per Approved Contract 353,206.00 - Original Contract 21,441.00 - Approved Changes 374,647.00 - Approved Current Contract 374,647.00 - 100% Complete to Date 337,182.30 - Less Previously Billed 37,464.70 - Amount Due this Invoice	37,464.70	37,464.70

Thank you for your business.

Total

\$37,464.70



SUBCONTRACT APPLICATION FOR PAYMENT

Project Name :	Opus Center Irvine III Tis	Project Number :	10653.21
Subcontractor :	Taber Company Inc.	Date of Application :	3/27/2009
Supplier # :	1007883		
Address :	1442 Ritchey Street	Application Number :	4169-6
	Santa Ana, Ca 92705	Period From :	3/1/2009
		Period To:	3/31/2009
Phone :	714 543-7100		
Remittance Address :	Opus West Corporation.		
	Attn : Accounts Payable		
	2050 Main Street, Suite 800		
	Irvine, Ca 92614		

CONTRACT INFORMATION

ITEM	SALES TAX(\$)(if applicable)	TOTAL(\$)
ORIGINAL CONTRACT AMOUNT		\$353,206.00
OPUS APPROVED CHANGE ORDER # 1 THRU # 3		\$21,441.00
CONTRACT AMOUNT TO DATE TOTAL		\$374,647.00

APPLICATION INFORMATION

A Total Completed & Stored to Date	\$374,647.00	
B Less Retainage		%
C Total Earned Less Retainage (A - B)		\$374,647.00
D Less Previous Billings (previous req's line C)	\$337,182.30	
E Current Payment Due (C - D)		\$37,464.70
F Balance to Finish, Plus Retainage (G - A + B)		
G Current Gross Amount Completed This Period	\$37,464.70	

SUBCONTRACTOR :

BY :

DATE :

Taber Co. Inc.
Supplier # 1007883
3/27/09

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
10653.21F10.06250.00-S	Wood Paneling-Subcontract	\$40,260.00	\$40,260.00		\$40,260.00	100%		\$4,026.00
10653.21-F10-06360.00-S	Wood Base-Subcontract	\$4,800.00	\$4,800.00		\$4,800.00	100%		\$480.00
10653.21F10.06400.00-S	Millwork-Subcontract	\$271,285.00	\$271,285.00		\$271,285.00	100%		\$27,128.50
10653.21F10.09760.00-S	Stone Counter Tops-Subcontract	\$58,302.00	\$58,302.00		\$58,302.00	100%		\$5,830.20
	TOTAL	\$374,647.00	\$374,647.00		\$374,647.00	100%		\$37,464.70

SHADED AREA FOR OPUS ACCOUNTING USE ONLY

Vendor ID	Vendor Inv #	Date	GL Exp
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CONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT

Upon receipt by the undersigned of a check from

OPUS

in the sum of:

\$37,464.70

payable to:

TABER COMPANY, 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 pro tanto any mechanics lien, stop notice or bond right the undersigned has on the job of:

Job #4169/Irvine Center Partners III LLC c/o Opus West Corp./Fisher & Phillips

(owner name)

located at:

Fisher & Phillips, 2050 Main St. Suite 1000, Irvine

(job name and 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 of \$ -0-. Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

NOTE: This release is being forwarded prior to receipt of payment of progressive billing in the amount of **\$100,667.38** and does not imply release of lien rights on those funds.

DATED: March 27, 2009

COMPANY NAME: TABER COMPANY, INC.

BY:

(name/title)

/ Accounting Manager

NOTE: This form or release complies with the requirements of Civic Code Section 3262(d)(3). It is not effective until the check that constitutes final payment has been properly endorsed, and has cleared the bank.

**TABER**

Company Inc.

JOB START UP SHEET

Job Name Fisher & Phillips
Address 2050 Main St. Suite 1000
City Irvine

Contractor Opus West Construction Corporation
project manager Mark Minieri
office telephone (949) 622-1950
office fax (949) 622-1148
cell phone
e-mail

Job No. 4169
Start up Date 11/14/2008
Estimated Date of install
TABER PM Brian Taber.
Plan Bin # 20
Contractor Job No.
superintendent
cell phone #
job site telephone
job site fax
Distance from Taber 6 Miles

Production

number of boxes
lin ft of lp tops

Buy out items Yes No
laminate tops
corian tops
stone tops
décor doors
glass
custom items

description of custom items:

FOR ACCOUNTING USE ONLY		
4169	DATE	BY
QBs Set Up	11-20-08	AJ
Prelim Info Request		
Prelim Caprenos Request	11-20-08	AJ

Dates

start shops _____
complete shops _____
submit shops _____
receive approval _____
field measure _____
order material _____
schedule install _____
fabricate _____
ship _____
install _____
complete project _____

Base bid Dollar amount \$ 353,206.00
Change order # 1
Change order # 2
Change order # 3
Change order # 4
Change order # 5

Total contract amount

Start up notes :

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Taber

Company, Inc.

Quotation
11/14/2008

Client : Opus
Project : Fisher & Phillips

Job Address: 2050 Main
Suite 1000

Contact : Mark

Fax # : auto dial

Page 1

Room	Qty	Unit	Unit Cost	Description	Amount
Reception 1001	1	total	\$9,860.00	built in pre-finished desk - Fabric NIC	\$9,860.00
	1	lot	\$7,940.00	stone cladding at desk top and sides	\$7,940.00
	99	sq ft	\$95.00	pre-finished wood wall panels (2 side walls)	\$9,405.00
	72	sq ft	\$95.00	pre-finished wood wall panels (rear wall)	\$6,840.00
	1	lot	\$15,400.00	Stone wall cladding at wall behind desk	\$15,400.00
Conf 1002	305	lin ft	\$12.00	MDF un-painted wood base	\$3,660.00
	2	total	\$0.00	pre-finished wood table pedestals	\$0.00
	1	total	\$475.00	plywood sub top at table and credenza	\$475.00
	1	total	\$0.00	stone table top - grommets by others	\$0.00
	13	lin ft	\$200.00	pre-finished wood credenza	\$2,600.00
Closet 1003	10	total	\$49.00	Doug mocket DP3C- 6" Satin nickle pulls	\$490.00
	13	lin ft	\$334.00	stone countertop and 18" back splash	\$4,342.00
	6	lin ft	\$75.00	melamine shelf and chrome closet pole	\$450.00
	30	lin ft	\$120.00	lamineate clad upper cabinets	\$3,600.00
	1	total	\$200.00	full ht end panel at refer	\$200.00
Lunch 1004	25	lin ft	\$60.00	lamineate clad countertop - back splash NIC	\$1,500.00
	21	lin ft	\$130.00	lamineate clad base cabinet	\$2,730.00
	4	total	\$40.00	rubbermaid trash cans stainless trash drop	\$160.00
	3	total	\$150.00	metal trash grommet at base cabinet	\$450.00
	1	total	\$3,440.00	lamineate clad island with finished back	\$3,440.00
Sat 1005	1	total	\$650.00	lamineate clad corner top with lamineate cut out	\$650.00
	19	lin ft	\$450.00	built in banquette seating - Fabric UP-1	\$8,550.00
	16	lin ft	\$310.00	lamineate clad base, countertop, and upper	\$4,960.00
	1	total	\$600.00	add for angled countertop / fillers	\$600.00
	1	total	\$3,265.00	built in lamineate clad work station	\$3,265.00
Office 1007	30	lin ft	\$120.00	lamineate clad upper cabinets	\$3,600.00
	15	lin ft	\$60.00	lamineate clad countertop - back splash NIC	\$900.00
	15	lin ft	\$130.00	lamineate clad base cabinet	\$1,950.00
	2	total	\$0.00	pre-finished wood table pedestals	\$0.00
	1	total	\$475.00	plywood sub top at table and credenza	\$475.00
Conf 1009	1	total	\$0.00	stone table top - grommets by others	\$0.00
	17	lin ft	\$200.00	pre-finished wood credenza	\$3,400.00
	12	total	\$49.00	Doug mocket DP3C- 6" Satin nickle pulls	\$588.00
	17	lin ft	\$334.00	stone countertop and 18" back splash	\$5,678.00
	1	total	\$0.00	stone table top - grommets by others	\$0.00
Conf 1011	1	total	\$475.00	plywood sub top at table and credenza	\$475.00
	2	total	\$0.00	pre-finished wood table pedestals	\$0.00
	17	lin ft	\$200.00	pre-finished wood credenza	\$3,400.00
	12	total	\$49.00	Doug mocket DP3C- 6" Satin nickle pulls	\$588.00
	17	lin ft	\$334.00	stone countertop and 18" back splash	\$5,678.00
Office 1012	1	total	\$3,265.00	built in lamineate clad work station	\$3,265.00
total page 1					\$121,564.00

Taber

Company, Inc.

Quotation
11/14/2008

Client : Opus
Project : Fisher & Phillips

Job Address: 2050 Main
Suite 1000

Contact : Mark

Fax # : auto dial

Page 2

Room	Qty	Unit	Unit Cost	Description	Amount
Coffee 1015	12	lin ft	\$120.00	lamine clad upper cabinets	\$1,440.00
	1	total	\$200.00	full ht end panel at refer	\$200.00
	9	lin ft	\$60.00	lamine clad countertop - back splash NIC	\$540.00
	7	lin ft	\$130.00	lamine clad base cabinet	\$910.00
Services 1016	12	lin ft	\$295.00	lamine clad tall storage cabinets	\$3,540.00
	30	lin ft	\$120.00	lamine clad upper cabinets	\$3,600.00
	35	lin ft	\$125.00	open lamine clad upper cabinets	\$4,375.00
	22	lin ft	\$75.00	lamine clad countertop and supports	\$1,650.00
	37	lin ft	\$130.00	lamine clad base cabinet	\$4,810.00
	1	total	\$3,870.00	lamine clad island with finished back	\$3,870.00
	7	lin ft	\$75.00	lamine clad transaction top	\$525.00
	7	lin ft	\$145.00	lamine clad low wall	\$1,015.00
Office 1019	1	total	\$3,265.00	built in lamine clad work station	\$3,265.00
IT 1022	13	lin ft	\$125.00	open lamine clad upper cabinets	\$1,625.00
	28	lin ft	\$75.00	lamine clad countertop and supports	\$2,100.00
Library 1023	4	lin ft	\$125.00	open lamine clad upper cabinets	\$500.00
	4	lin ft	\$75.00	lamine clad countertop and supports	\$300.00
Conf 1025	2	total	\$0.00	pre-finished wood table pedestals	\$0.00
	1	total	\$475.00	plywood sub top at table and credenza	\$475.00
	1	total	\$0.00	stone table top - grommets by others	\$0.00
	16	lin ft	\$200.00	pre-finished wood credenza	\$3,200.00
Conf 1026	12	total	\$49.00	Doug moeket DP3C- 6" Satin nickle pulls	\$588.00
	16	lin ft	\$334.00	stone countertop and 18" back splash	\$5,344.00
	2	total	\$0.00	pre-finished wood table pedestals	\$0.00
	1	total	\$475.00	plywood sub top at table and credenza	\$475.00
	1	total	\$0.00	stone table top - grommets by others	\$0.00
	15	lin ft	\$200.00	pre-finished wood credenza	\$3,000.00
	10	total	\$49.00	Doug moeket DP3C- 6" Satin nickle pulls	\$490.00
	15	lin ft	\$334.00	stone countertop and 18" back splash	\$5,010.00
	0	lin ft	\$480.00	built in banquette seating - Fabric UP 1	\$0.00
	155	sq ft	\$95.00	pre-finished wood wall panels	\$14,725.00
Workstations	9	total	\$14,200.00	pre-finished wood low walls / lamine top	\$127,800.00
	189	lin ft	\$120.00	lamine clad upper cabinets	\$22,680.00
	18	total	\$495.00	stone transaction tops at station	\$8,910.00
	36	lin ft	\$130.00	lamine clad base cabinet	\$4,680.00
	Page 2 total				\$231,642.00
	Page 1 total				\$121,564.00
				total bid	\$353,206.00

Fabric panels and Glass panels at work stations NIC



Fisher & Phillips / 10653.21
See Subcontract Sum Breakdown / Millwork
Taber Company, Inc. / Brian Taber
Contact Phone # 714-543-7100
Contact Fax # 714-543-7117
Payment Terms: Standard

SUBCONTRACT AGREEMENT (Labor and Materials)

This Subcontract Agreement ("Subcontract") is made as of this 18th day of November, 2008, by and between Opus West Construction Corporation ("Contractor"), with its office located at 2050 Main St., Suite 800, Irvine, CA 92614, and Taber Company, Inc. ("Subcontractor") with its office located at 1442 Ritchey Street, Santa Ana, CA 92705.

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 Fisher & Phillips ("Project"), located at 2050 Main Street, Suite 1000, Irvine, CA 92614 ("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 Irvine Center Partners III, LLC c/o Opus West Corporation ("Owner").
4. Architect/Engineer. The architect and engineers ("Architect/Engineer") of record for the Project are:
Architect: Gensler Architecture
Electrical Engineer: GLUMAC INTERNATIONAL
Mechanical Engineer: GLUMAC INTERNATIONAL
Plumbing Engineer: GLUMAC INTERNATIONAL
Structural Engineer: Brandom & Johnston Associates
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 03/02/2009. Subcontractor shall conform to all progress and schedule requirements of the Subcontract Documents and as directed by Contractor's project manager, and must achieve the milestones (if any) as described in the attached Rider "A".
7. Subcontract Sum. Contractor shall pay Subcontractor the sum of \$ 353,206.00 ("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

Mark Minieri

CONTRACTOR

OPUS West Construction Corporation

By:

Jeffery J. Dickerson

(Print Name)

Vice President of Construction

(Title)

(Date)

12/4/08

SUBCONTRACTOR

Taber Company, Inc.

By:

Brian Taber

(Print Name)

President

(Title)

(Date)

11/24/08

FULLY EXECUTED

ORIGINAL

RIDER A

This Rider A is attached to and made a part of the Subcontract between Opus West Construction Corporation and Taber Company, Inc. dated 11/18/2008. 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 Millwork 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
Drawing Index, Vicinity Map, Location Map & Project Information	A00.00	10/15/2008
Overall Site Plan (For Reference Only)	A002	10/15/2008
Enlarged Plan (For Reference Only)	A112	10/15/2008
Interior Elevations (For Reference Only)	A602	10/15/2008
Accessory Legend (For Reference Only)	A840	10/15/2008
Signage (For Reference Only)	A841	10/15/2008
Accessible Notes (For Reference Only)	A011	10/15/2008
Accessible Notes (For Reference Only)	A012	10/15/2008
Tier 1 Level Floor Plan (For Reference Only)	A201	10/15/2008
Striping Details (For Reference Only)	A901	10/15/2008
Signage Graphic Schedule & Details (For Reference Only)	A902	10/15/2008
Detectable Warnings At Hazardous Vehicular Areas	A903	10/15/2008
Graphics Symbols and Materials Legend	A00.01	10/15/2008
Abbreviations and General Notes	A00.10	10/15/2008
Door Schedule	A00.30	10/15/2008
Finish Schedule & Equipment Schedule	A00.31	10/15/2008
Typical ADA Information	A00.40	10/15/2008
Fourth Floor Egress Plan	A00.50	10/15/2008
Tenth Floor Construction Plan	A02.10	10/15/2008
Tenth Floor Power & Communications Plan	A03.10	10/15/2008
Tenth Floor Reflected Ceiling Plan	A04.10	10/15/2008
Tenth Floor Finish Plan	A05.10	10/15/2008
Tenth Floor Furniture Plan	A06.10	10/15/2008
Interior Elevations	A11.00	10/15/2008
Interior Elevations	A11.01	10/15/2008
Interior Elevations	A11.02	10/15/2008
Enlarged Plan, Elevation & Details	A11.03	10/15/2008
Enlarged Plan, Elevation & Details	A11.04	10/15/2008
Typical Partition Details	A12.00	10/15/2008
Typical Ceiling Details	A12.01	10/15/2008
Typical Millwork Details	A12.02	10/15/2008

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Miscellaneous Details	A12.03	10/15/2008
Miscellaneous Details	A12.04	10/15/2008
General Notes & Details	S.1	10/15/2008
Tenth Floor Framing Plan	S.2	10/15/2008
Mechanical Lead Sheet	M01.10	10/15/2008
Mechanical Schedules and Title 24	M02.10	10/15/2008
Mechanical Floor Plans	M03.10	10/15/2008
Mechanical Piping Plan	M04.10	10/15/2008
Mechanical Details	M05.10	10/15/2008
Electrical Lead Sheet	E01.10	10/15/2008
Power Plan	E02.10	10/15/2008
Lighting Plan	E03.10	10/15/2008
Title 24 & Fixture Schedule	E04.10	10/15/2008
Panel Schedules & 1 Line Diagram	E05.10	10/15/2008
Plumbing Lead Sheet	P01.10	10/15/2008
Plumbing Plan	P02.10	10/15/2008
Lithocrete	02521	01/02/2006
Site Utilities	02600	01/02/2006
Landscaping and Irrigation	02900	01/02/2006
Concrete Formwork	03100	01/02/2006
Reinforcing Concrete	03200	01/02/2006
Cast In Place Concrete	03300	01/02/2006
Stone	04400	01/02/2006
Concrete Masonry Unit	04200	01/02/2006
Structural Metal Framing, Joists and Deck	05100	01/02/2006
Cold-Formed Metal Framing	05400	01/02/2006
Design-Build Metal Stairs	05500	01/02/2006
Miscellaneous Metals	05700	01/02/2006
Rough Carpentry	06100	01/02/2006
Finish Carpentry	06200	01/02/2006
Design-Build Waterproofing	07100	01/02/2006
Building Insulation	07200	01/02/2006
Fireproofing	07250	01/02/2006
Design-Build Built-Up Roofing	07510	01/02/2006
Sheet Metal Flashings and Trim	07600	01/02/2006
Caulking and Sealants	07900	01/02/2006
Hollow Metal Doors and Frames	08100	01/02/2006
Wood Doors	08200	01/02/2006
Door Hardware	08700	08/17/2006
Curtainwall	08900	01/02/2006
Lath and Plaster	09200	01/02/2006

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Gypsum Board Assemblies	09250	01/02/2006
Ceramic Tile	09300	01/02/2006
Acoustical Ceilings	09510	01/02/2006
Resilient Flooring and Base	09650	01/02/2006
Carpet	09680	01/02/2006
Painting	09900	01/02/2006
Wall Coverings	09950	01/02/2006
Toilet Partitions	10150	01/02/2006
Toilet Accessories	10160	01/02/2006
Non-Illuminated Signs and Graphics	10400	01/02/2006
Directory	10410	01/02/2006
Fire Extinguishers and Cabinets	10520	01/02/2006
Postal Specialties	10550	01/02/2006
Window Wash Equipment	11015	01/02/2006
Seismic Instrumentation	11990	01/02/2006
Window Treatment	12500	01/02/2006
Entrance Mats	12690	01/02/2006
Noise Control and Vibration Isolation	13080	09/06/2005
Traction Elevators	14210	01/02/2006
General Mechanical	15010	09/06/2005
Fire Protection	15300	09/06/2005
Plumbing	15400	09/06/2005
Heating, Venting and Air Conditioning	15500	09/06/2005
Energy Management System	15800	09/06/2005
Electrical	16000	09/06/2005

Field Bulletins

Date	Number	Name
N/A		

Supplemental Design Documents

Description	Date
Project Manual for Construction of Fisher & Phillips, prepared by Gensler, dated 10/15/08	10/15/2008
Construction Schedule dated November 17, 2008	11/13/2008

Other Documents

Description	Number	Date	Last Revision Date
New Supplemental General Conditions - modified for Southern CA 07-17-08.doc		7/21/2008	7/21/2008
Opus West Construction and Opus West Management Contractor Rules and Regulations		5/15/2008	5/15/2008
Special General Conditions of Subcontract-West, June 2005 Edition Rev 9/20/07 for OCI Ph III T1		6/1/2005	6/1/2005
General Conditions of Subcontract-June 2005		6/1/2005	6/1/2005

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 furnish and install all Finish Carpentry in accordance with the Subcontract documents. This Work shall include, but not be limited to, furnishing and installing, millwork and all work indicated in the drawings and per building standard.
2. Shop drawing coordination.
3. Acceptance of floor tolerances prior to wall paneling.
4. All secretarial stations (glazing by others).
5. All supports for millwork.
6. Coordination for appliance opening required prior to install.
7. All wood paneling with hardwood reveals per plans.
8. Custom pulls per specifications.
9. Plywood sub tops for stone.
10. All stone credenzas, transaction tops (conference tables by others).
11. Stone feature wall with wood.
12. All p-laminate per finish plans.
13. All MDF base (paint by others).

This Subcontract excludes the following:

1. General Building Permit.
2. Conference Room Tables.
3. Glazing at Secretarial Stations.

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

Description	Planned Start	Planned End	Planned Duration
Start date for this Work is approximately	11/21/2008	03/02/2009	
Schedule Notes			

In accordance with mutually agreed requirements as described in periodic project schedules and Superintendent's two and three week schedules.

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

Subcontract Recap

Sub-Job Number	Sub-Job Name	Name	Rate
10653.21	Fisher & Phillips	Millwork	\$263,934.00
10653.21	Fisher & Phillips	Wood Paneling	\$30,970.00
10653.21	Fisher & Phillips	Stone Countertops	\$58,302.00
Total			\$353,206.00

Subcontract Sum Breakdown

Name	Account Code	Amount
Wood Paneling - Subcontract	10653.21-F10-06250.00-S	\$30,970.00
Millwork - Subcontract	10653.21-F10-06400.00-S	\$263,934.00
Stone Counter Tops - Subcontract	10653.21-F10-09760.00-S	\$58,302.00
Total		\$353,206.00

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 until 03/03/2009:

Unit Price List

N/A

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S. 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 until 03/02/2009:

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 Taber Company, Inc. dated 11/18/2008. All capitalized terms used but not defined in this Rider B have the meaning ascribed to them in the Subcontract or the General Conditions of Subcontract, as applicable. To the extent of any conflict between the provisions of this Rider B and the provisions of any other Subcontract Document, this Rider B shall be controlling.

Section 1. Licensing.

Subcontractor represents and warrants that it and each of its Sub-subcontractors are and will remain duly and validly licensed to the full extent required under all applicable Laws for the performance by each such party of their respective portion of the Work under this Subcontract, and that each such party shall maintain such required license(s) in good standing throughout the full and complete performance of the Work by such party hereunder. Subcontractor will submit proof of such licensure to Contractor upon request.

Section 2. Change Orders.

Any "Change Order" shall be set forth in writing, on Contractor's form, signed by an authorized representative of Contractor, and shall be executed by Contractor prior to Subcontractor proceeding with the requested change in the Work under the applicable conditions of the Subcontract Documents.

Section 3. 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

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

Contractor's California License No.

509591

Subcontractor's California License No.

807154

END OF RIDER B

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RIDER C

This Rider C is attached to and made a part of the Subcontract between Opus West Construction Corporation, and Taber Company, Inc. dated 11/18/2008. All capitalized terms used but not defined in this Rider "C" have the meaning ascribed to them in the Subcontract or General Conditions of Subcontract, as applicable.

- 1 Liability/Worker's Compensation Insurance. Prior to commencing the Work, Subcontractor shall purchase and maintain during the progress of the Work and any periods of warranty and additional work performed by Subcontractor, insurance that will protect against claims for bodily injury, death, damage to property or other damages arising out of or in connection with the performance of the Work (including warranty and additional work) by Subcontractor, Sub-subcontractor or by anyone employed by any of them, or by anyone for whose acts any of them may be liable. Subcontractor's liability insurance may be maintained in a combination of primary and umbrella policies, and the cost of such insurance shall be included in the Subcontract Sum. Subcontractor's policies of insurance shall have the following minimum limits, coverage and requirements:

- | (a) Workers' Compensation | Statutory Limits |
|--|--|
| Employer's Liability, including "Stop Gap" coverage and USL&H if applicable | \$1,000,000 each accident
\$1,000,000 disease-policy limit
\$1,000,000 disease-each employee |
| Commercial General Liability
(Electrical, HVAC, Plumbing, Fire Protection Sprinkler, Steel Erection, Elevator, Excavating, Roofing, Foundation and Curtain Wall Subcontractors) | \$5,000,000 each occurrence
\$5,000,000 products/completed operations aggregate
\$5,000,000 general aggregate minimum \$2,000,000 per project) |
| Commercial General Liability
(All Other Subcontractors) | \$2,000,000 each occurrence
\$2,000,000 products/completed operations aggregate
\$2,000,000 general aggregate (per project) |
| Commercial Automobile Liability | \$1,000,000 any one accident or loss |
| Professional Liability (to the extent required of Subcontractor under the Subcontract Documents) | \$1,000,000 each claim
\$1,000,000 annual aggregate |
- (b) The Commercial General Liability insurance required under Paragraph 1(a) will (i) be on ISO Form CG 00 01 or its equivalent, (ii) include coverage for products/completed operations, (iii) be maintained for a period of three (3) years after completion of the Work, (iv) specifically cover as "insured contracts" the Subcontractor's indemnity obligations as set forth in this Subcontract and other contractual indemnities assumed by the Subcontractor under the Subcontract Documents and (v) provide a \$2,000,000 minimum general aggregate limit of liability on a per project basis.
- The Commercial Automobile Liability insurance required under Paragraph 1(a) will include coverage for all owned, hired and non-owned automobiles. Professional Liability, if applicable to the Subcontractor's Work, shall be maintained for a period of three (3) years after completion of the Work. Any retroactive date on such Professional Liability policy shall be prior to the commencement of any Work under this Subcontract.
- (c) Employer's Liability, Commercial General Liability and Automobile Liability insurance may be arranged under separate policies for the full minimum limits required, or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability policy.
- (d) The Subcontractor shall endorse its Commercial General Liability, Commercial Automobile Liability, and Umbrella/Excess Liability policies to add the Contractor and the Owner (and others as specifically required by the Subcontract Documents) as "additional insureds". Such insurance afforded to the Contractor and the Owner as "additional insureds" under the Subcontractor's policies will be primary insurance and not excess over, or contributing with, any insurance purchased or maintained by the Contractor or the Owner. The "additional insured" endorsement to Subcontractor's Commercial General Liability policy will be on ISO Form 20 10 07 04 and 20 37 07 04 or their equivalent and will include coverage for ongoing and completed operations.
- (e) All insurance policies required under Paragraph 1 or the Subcontract Documents will (i) be issued by insurance companies that have an A.M. Best rating of A- VII or better and (ii) contain a provision that coverage afforded thereunder shall not be cancelled or restrictive modifications added, without thirty (30) days prior written notice by certified mail to the Contractor. If Subcontractor fails to purchase and maintain the insurance coverage required herein, Contractor may, but shall not be obligated to, obtain such insurance and either charge all costs for such insurance to the Subcontractor or offset the costs of such insurance against amounts due Subcontractor under the Subcontract.
- (f) Certificates of Insurance will be filed with the Contractor prior to the start of the Subcontractor's Work on the Project Site. Such Certificates of Insurance will be in a form and substance acceptable to the Contractor and will provide satisfactory evidence that the Subcontractor has complied with all insurance requirements, including Contractor's, Owner's and any other required parties status as "additional insureds".
- (g) Contractor may exclude Subcontractor from the Project Site and withhold payments to Subcontractor until a properly executed certificate of insurance evidencing the insurance required herein is received by Contractor.
- (h) It is understood and agreed that the insurance coverages and limits required by this Subcontract shall not limit the extent of Subcontractor's responsibilities and liabilities specified within the Subcontract documents or under law.

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2 Contractor's Builder's Risk Insurance.

- 2.1 Unless otherwise provided in the Subcontract Documents, Contractor will cause builder's risk insurance to be purchased and maintained with a "causes of loss" or equivalent policy form covering work to be performed by Contractor (including those working for or under Contractor) at the Project Site to the full insurable value thereof, on a replacement cost basis and subject to reasonable deductibles. Covered "causes of loss" means risks of direct physical loss or damage to covered property unless specifically excluded or limited under the policy. This insurance will include the interests of Owner, Contractor, Subcontractor and Sub-subcontractors in respect to the work to be performed by Contractor at the Project, and shall insure against perils of fire (with extended coverage), theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, temporary falsework, shoring and forms and debris removal, and such other matters as are insured against in the form of the policy maintained by Contractor. Unless specifically provided in writing, such insurance will not include coverage for any property, structure(s) and contents (whether real or personal) owned by the Owner or third parties existing as of commencement of Contractor's work or otherwise. Contractor will carry earthquake and flood insurance if Contractor deems it appropriate.

To the extent of coverage afforded by builder's risk or any other property or equipment floater insurance applicable to the Work or the Project or equipment used in the performance of the Work or Project, regardless of whether such insurance is owned by or for the benefit of Subcontractor, Contractor or Owner or their respective subcontractors and agents, Contractor and Subcontractor agree to waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Owner and any of its contractors, subcontractors, agents and employees, whether under subrogation or otherwise, for loss or damage to the extent covered by such insurance, except such rights as they may have to the proceeds of such insurance. If policies of insurance referred to in this paragraph require an endorsement to provide for continued coverage where there is a waiver of subrogation, then the owners of such policies will cause them to be so endorsed. A waiver of subrogation shall be effective as to a party even though that party would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the party had an insurable interest in the property damaged.

If (i) the Project suffers an insurable loss, (ii) the loss is due in part to the negligence of Subcontractor and (iii) an insurance deductible amount (not to exceed \$10,000.00) is applied to the loss payable under builder's risk or other property insurance applicable to the Project, Subcontractor will be liable to Contractor for the deductible amount; however, Contractor may, in its discretion, apportion the deductible amount among other parties responsible for the loss. Subcontractor will promptly pay Contractor, upon demand, for any such deductible amount, and Contractor may offset the deductible amount against any amounts due Subcontractor under the Subcontract. Neither Contractor nor Owner represents that builder's risk or property insurance, if any, applicable to the Project or the Work is adequate to protect the interests of Subcontractor. It is Subcontractor's obligation to determine whether it should purchase and maintain supplementary property insurance to protect its interests in the Work.

- 2.2 Any insured loss is to be adjusted by Owner and Contractor and made payable to Contractor, as trustee, or to Owner and Contractor, as joint trustees for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage or loss payable clause.
- 2.3 Subcontractor hereby releases and agrees to defend and indemnify Contractor and Owner from all claims for loss or damage to or loss of use of Subcontractor's property in or about the Project Site and shall purchase such insurance in respect thereto as Subcontractor deems appropriate. Subcontractor shall require a similar release and indemnity by Sub-subcontractors.

END OF RIDER C

M

OPUS WEST CONSTRUCTION AND OPUS WEST MANAGEMENT CONTRACTOR RULES AND REGULATIONS

The purpose of these rules and regulations is not to place undue hardship on the subcontractors. They are designed to protect tenants of an occupied building.

The rules pertaining to the eating of food, sunflower seeds, smoking and chewing tobacco will be strictly enforced. We are not a clean-up service for your employees and we will not allow food or drinks to be on the construction site.

Your field foreman will be given a copy of these rules and regulations at the start of each job and he will be responsible to insure that they are followed.

1. At NO time will any alcohol or drugs be allowed on the premises.
2. There will be absolutely NO eating or drinking or sunflower seeds inside the buildings. Each subcontractor on a daily basis will clean up their area where they have lunch or breaks outside the building. Subcontractors violating this rule will be charged for the clean up.
3. There will be absolutely NO smoking or eating breaks in front of the building. Eating at designated areas only.
4. Proper attire is required; this includes work boots, shirts, long pants, hard hats, safety glasses, etc.
5. Parking at an occupied building will be limited to a designated area by the superintendent, and Opus West Management, no in front of the building.
6. There will be NO radios on the construction site. For safety reasons, NO headphones will be allowed.
7. There will be absolutely NO smoking inside the building. Anyone using chewing tobacco, abusive language, or spitting anywhere on the property will be asked to leave the project.
8. The passenger elevators are not to be used by construction personnel.
9. Offenses that will result in an immediate request for discharge include, but are not limited to the following:
 - a. Violating any federal, state or local statutes or safety codes while working at the property.
 - b. Possession of weapons or firearms while on the property.
 - c. Physically abusing or harming any individual who works at or visits the property.
 - d. Duplicating any keys used in the building.

74

- e. Providing building access at anytime to anyone not authorized by Opus West Construction or Opus West Management.
 - f. No storage of flammable substances will be allowed or stored in the building unless approved in writing by Opus West Construction and Opus West Management in accordance with the approved building codes and regulations.
10. Subcontractors at no time will be allowed to use the public restrooms inside the building. Outside toilets will be provided for subcontractor use. A subcontractor will be removed and then billed for clean up of the restroom if one of his employees is found using the restrooms.
 11. Opus will install protection for existing doors, carpet, etc. during the course of the project. Subcontractors removing or damaging the protection will replace or repair it or they will be charged for the repair. Subcontractors are required to protect any finished or completed areas prior to any work.
 12. The building janitorial supplies (vacuums, brooms, etc.) are not to be used for construction cleaning and the day porter is not to be used in place of a clean-up crew.
 13. In regards to work that creates excessive dust or odor, i.e. demo, painting, sanding, sweeping, the contractor is responsible for covering return air intakes on C.A.V. boxes, F.P. boxes, V.A.V. boxes and mechanical room boots, with PPL approved filter media (1" fiberglass filter UL classified class 2 for flame retardance.
 14. No liquids or any kind are to be poured down the sinks in the restroom or onto the landscape areas.
 15. All smoke detectors will be bagged and UN-bagged daily construction areas.
 16. All loading docks must be kept clean and clear at all times.
 17. As a part of construction clean up, the electrical rooms, fan rooms, and storage rooms, will be swept clean and any materials remaining from contractors will be removed. Entranced to all secured mechanical and electrical areas must have prior approval from Opus West Management.
 18. Opus West Construction will submit a list of subcontractors' schedules prior to the start of construction to Opus West management.
 19. For removal of demolition, furnishings, etc. prior permission must be obtained from Opus West Management and must be completed after the normal business hours of 7:00 am to 6:00 pm.
 20. When in tenant space after regular working hours and/or weekends, the General Contractor must be present at all times. Inform Security if General Contractor is not present, as workers are not to be let in.
 21. All blinds must be protected from dust and debris.
 22. Vacuum public corridors in affected areas following each workday.
 23. Subcontractor and subcontractor's personnel shall treat all tenants with utmost courtesy and respect. Any problems or special requests from tenants are to be immediately reported and/or referred to Opus West Management. Subcontractor understands all activities performed under the scope of this contract are to be coordinated solely by Opus West Construction and Opus West Management.

24. All workers must be properly, permanently and visibly identified at all times.
25. If subcontractors use vacant space for material storage, the same subcontractors will be responsible for removal of ALL materials from site, leaving area in a broom clean condition, at completion of each tenant improvement unless other arrangements are made with Opus.
26. Any subcontractor requiring entrance to the building during off-hours will be required to make arrangements with the construction superintendent. At no time will a subcontractor be allowed to gain access through Property Management or the building engineer. The construction superintendent will be required to complete the after-hours access forms and submit to Opus West Management for this access.
27. In an occupied building, all work generating noise or odor that will be disruptive to other tenants will be performed before 7:00 am and/or after 6:00 pm. This would include steel stud bottom track, ceiling wires, carpet track strip, etc. where a tenant above or below will be disturbed.
28. Opus West Management must be notified prior to any painting being done. Carpeted hallways and open areas must be covered.
29. There will be absolutely no materials left in the common areas such as lobbies, exit corridors, restrooms or elevators for any period of time. All materials brought into the building will be immediately taken to the staging area at the construction site.
30. Construction personnel are to use the loading dock entry for entering or leaving the building. No one is to use the lobby entries for entering or to bring in tools or materials.
31. There will be no stocking or removal of materials through the lobby during building business hours between 7:00 am and 6:00 pm. All deliveries must be scheduled giving a three (3) day notice with the construction superintendent who will then notify Opus West Management of the delivery. Only the freight elevator and stairs will be used for deliveries.
32. Subcontractor will be responsible for security of any material stored on site. Opus West will not accept unattended deliveries. Subcontractor shall provide lifting or hoisting equipment as necessary.
33. Any power cords placed in the common areas will be taped to the floor.
34. The Fire Sprinkler and Fire alarm contractors are responsible for making sure that the Opus West Management and alarm companies are notified prior to starting work each day. This will be done directly through the superintendent. Opus West Management must be notified prior to any sprinkler or fire alarm work.
35. All construction debris will be placed in a construction dumpster, not the building dumpsters. Tractors will be charged for using the building dumpsters and for cleaning around construction dumpster. Location of the construction dumpster must be approved by Opus West Management.
36. Any work requiring the entrance to an occupied building will be scheduled through the superintendent and approved by Opus West Management only, giving a three (3) day notice. Do not contact the tenant directly.

37. Clean up tools and equipment (drywall taping tools, paint brushes, and rollers, etc.) will be done in an area designated by the superintendent and Opus West Management. All subcontractors are required to clean job site on a daily basis.
38. All subcontractors in a non-designated area will be immediately removed from the job site.
39. Contractor shall insure that all personnel have a thorough comprehension of these work rules and policies.
40. Opus West Construction will provide the following to the subcontractor and Opus West Management:
 - a. Detailed drawings and specifications of the work to be done.
 - b. Copies of all permits from the City Building Department.
 - c. A Certificate of Insurance along with contact names and telephone numbers.
 - d. A copy of the city final inspection and Certificate of Occupancy.
 - e. A lien waiver release for the building and warranties for work.

Taber Company Inc
Company

Brian Taber Brian Taber
Accepted and Approved
by [Signature] President

Date 11/24/08

Act ID	Description	Orig Dur	Early Start	Early Finish	Total Float	2008	2009
						NOV	DEC
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RECEIVED

JAN 28 2009



Opus West Construction Corporation
SUBCONTRACT CHANGE ORDER

OPUS WEST-IRVINE

Change Order Date: 01/15/2009

Millwork

Change Order #: 1

CON-10653.21-155

To Subcontract Agreement dated: 11/18/2008

See Subcontract Sum Breakdown

TO: Taber Company, Inc.
1442 Ritchey Street
Santa Ana, CA 92705

PROJECT: Fisher & Phillips
2050 Main Street, Suite 1000
Irvine, CA 92614

CHANGE DETAILS

Item	Description	Amount
1	Subcontractor shall provide labor and materials to stain all six (6) elevator surrounds on the 10th floor per the approved stain sample	\$8,750.00
		<u>\$8,750.00</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
10653.21-F10-06250.00-S	\$30,970.00	\$8,750.00	\$39,720.00
10653.21-F10-06400.00-S	\$263,934.00	\$0.00	\$263,934.00
10653.21-F10-09760.00-S	\$58,302.00	\$0.00	\$58,302.00
	<u>\$353,206.00</u>	<u>\$8,750.00</u>	<u>\$361,956.00</u>

Original Contract Amount.....	\$353,206.00
Previously Approved Change Orders.....	\$0.00
Amount this Change Order.....	\$8,750.00
Contract Amount to Date.....	\$361,956.00 <i>M</i>

ACKNOWLEDGEMENT

Please sign and return all original copies

Taber Company, Inc.

Opus West Construction Corporation

Printed Name

Date

Mark Minieri

Printed Name

Date

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

4169

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MAR 02 2009



Opus West Construction Corporation
SUBCONTRACT CHANGE ORDER

OPUS WEST-IRVINE

Change Order Date: 02/24/2009

Millwork

Change Order #: 2

CON-10653.21-155

To Subcontract Agreement dated: 11/18/2008

See Subcontract Sum Breakdown

TO: Taber Company, Inc.
1442 Ritchey Street
Santa Ana, CA 92705

PROJECT: Fisher & Phillips
2050 Main Street, Suite 1000
Irvine, CA 92614

CHANGE DETAILS

Item	Description	Amount
1	Subcontractor shall provide labor and materials to butt match cherry veneer to horizontal grain per architect's direction	\$540.00
2	Subcontractor shall provide and install six (6) Gibraltar table pedestal legs and plastic laminate tops	\$3,100.00
3	Subcontractor shall provide labor and materials to change 8" trash grommet to 10" per architect's direction	\$191.00
		<u>\$3,831.00</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
10653.21-F10-06250.00-S	\$39,720.00	\$540.00	\$40,260.00
10653.21-F10-06400.00-S	\$263,934.00	\$3,291.00	\$267,225.00
10653.21-F10-09760.00-S	\$58,302.00	\$0.00	\$58,302.00
	<u>\$361,956.00</u>	<u>\$3,831.00</u>	<u>\$365,787.00</u>

Original Contract Amount.....	\$353,206.00
Previously Approved Change Orders.....	\$8,750.00
Amount this Change Order.....	\$3,831.00
Contract Amount to Date.....	\$365,787.00 <i>m</i>

ACKNOWLEDGEMENT

Please sign and return all original copies

Taber Company, Inc.

Opus West Construction Corporation

BRIAN TABER
Printed Name

2/29/09
Date

Mark Minieri Matt Davis
Printed Name

3/03/09
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. Subcontractor agrees this Subcontract Change Order is inclusive of all Subcontractor's claims for additional compensation for work heretofore authorized or performed beyond the scope of the Subcontract Agreement as amended this date. No other claims will be accepted by Contractor.

4169



Opus West Construction Corporation
SUBCONTRACT CHANGE ORDER

1098 10 2009

Change Order Date: 02/26/2009

Millwork

Change Order #: 3

CON-10653.21-155

To Subcontract Agreement dated: 11/18/2008

See Subcontract Sum Breakdown

TO: Taber Company, Inc.
1442 Ritchey Street
Santa Ana, CA 92705

PROJECT: Fisher & Phillips
2050 Main Street, Suite 1000
Irvine, CA 92614

CHANGE DETAILS

Item	Description	Amount
1	Subcontractor shall remove and replace all recessed 400lf of wood base due to superintendent direction.	\$4,800.00
2	Subcontractor shall supply and install 8 lf of laminate clad shelf and chrome pole.	\$880.00
3	Subcontractor shall furnish labor and materials to cut down countertop supports at secretarial stations, and edge band. Total of fifty four (54) locations	\$3,180.00
		<u>\$8,860.00</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
10653.21-F10-06250.00-S	\$40,260.00	\$0.00	\$40,260.00
10653.21-F10-06360.00-S	\$0.00	\$4,800.00	\$4,800.00
10653.21-F10-06400.00-S	\$267,225.00	\$4,060.00	\$271,285.00
10653.21-F10-09760.00-S	\$58,302.00	\$0.00	\$58,302.00
	<u>\$365,787.00</u>	<u>\$8,860.00</u>	<u>\$374,647.00</u>

Original Contract Amount..... \$353,206.00

Previously Approved Change Orders..... \$12,581.00

Amount this Change Order..... \$8,860.00

Contract Amount to Date..... \$374,647.00

ACKNOWLEDGEMENT

Please sign and return all original copies

Taber Company, Inc.

Opus West Construction Corporation

BRANT TABER
Printed Name

3/2/09
Date

Mark Minier
Printed Name

Matt Davis
Printed Name

3/2/09
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. Subcontractor agrees this Subcontract Change Order is inclusive of all Subcontractor's claims for additional compensation for work heretofore authorized or performed beyond the scope of the Subcontract Agreement as amended this date. No other claims will be accepted by Contractor.

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MAR 04 2009

OPUS WEST-IRVINE

4169



Opus West Construction Corporation
SUBCONTRACT CHANGE ORDER

RECEIVED

MAY 01 2009

OPUS WEST CONSTRUCTION

Change Order Date: 04/20/2009

Change Order #: 4

To Subcontract Agreement dated: 11/18/2008

Millwork

CON-10653.21-155

See Subcontract Sum Breakdown

TO: Taber Company, Inc.
1442 Ritchey Street
Santa Ana, CA 92705

PROJECT: Fisher & Phillips
2050 Main Street, Suite 1000
Irvine, CA 92614

CHANGE DETAILS

Item	Description	Amount
1	Subcontractor shall provide touch-up/repair on millwork due to trade damage.	\$2,595.00
2	Subcontractor shall provide credit to Contractor to final clean the fifth floor. Cleaning was required due to Subcontractor stone cutting operations.	\$(1,550.00)
3	Subcontractor shall provide credit to Contractor to repair drywall trim above stone backsplashes.	\$(725.00)
4	Subcontractor shall provide credit to Contractor to remove and replace undercabinet lighting. This work was required because subcontractor had to raise the upper cabinets to proper elevation.	\$(320.00)
		<hr/> \$0.00

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
10653.21-F10-01743.00-S	\$0.00	\$(1,550.00)	\$(1,550.00)
10653.21-F10-06250.00-S	\$40,260.00	\$0.00	\$40,260.00
10653.21-F10-06360.00-S	\$4,800.00	\$0.00	\$4,800.00
10653.21-F10-06400.00-S	\$271,285.00	\$2,595.00	\$273,880.00
10653.21-F10-09000.00-S	\$0.00	\$(725.00)	\$(725.00)
10653.21-F10-09760.00-S	\$58,302.00	\$0.00	\$58,302.00
10653.21-K10-16000.00-S	\$0.00	\$(320.00)	\$(320.00)
	<hr/> \$374,647.00	<hr/> \$0.00	<hr/> \$374,647.00

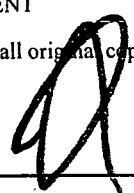
Original Contract Amount.....	\$353,206.00
Previously Approved Change Orders.....	\$21,441.00
Amount this Change Order.....	\$0.00
Contract Amount to Date.....	\$374,647.00

ACKNOWLEDGEMENT

Please sign and return all original copies

Taber Company, Inc.

Opus West Construction Corporation


BRIAN TABER
Printed Name

4/28/09
Date


Mark Minieri
Printed Name

GABE DELCASSILLO
Printed Name

5/5/09
Date

ORIGINAL

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4/16/09

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Recorded in Official Records, Orange County
Tom Daly, Clerk-Recorder

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RECORDING REQUESTED BY & MAIL TO:

NAME Taber Company, Inc.

STREET ADDRESS 1442 Ritchey St.

CITY, STATE & ZIP CODE Santa Ana, CA 92705

SPACE ABOVE THIS LINE FOR RECORDER'S USE

STATE OF CALIFORNIA MECHANIC'S LIEN
(Claim of Lien)

The undersigned, Taber Company, Inc.

(FULL NAME OF PERSON OR FIRM CLAIMING MECHANIC'S LIEN - CONTRACTORS USE NAME EXACTLY AS IT APPEARS ON CONTRACTOR'S LICENSE)

referred to in this Claim of Lien as the Claimant, claims a mechanic's lien for the labor, services, equipment and/or materials described below, furnished for a work of improvement upon that certain real property located in the County of Orange, State of California, and described as follows:

2050 Main Street, Suite #1000, Irvine

(DESCRIPTION OF PROPERTY WHERE THE WORK AND/OR MATERIALS WERE FURNISHED.
ALTHOUGH THE STREET ADDRESS ALONE IS SUFFICIENT, IT IS RECOMMENDED TO GIVE BOTH THE STREET ADDRESS AND LEGAL DESCRIPTION.)

After deducting all just credits and offsets, the sum of \$ 119,859.88

(AMOUNT OF CLAIM DUE AND UNPAID)

together with interest thereon at the rate of 10% per cent per annum from March 27, 2009, is due claimant for the following labor, services, equipment and/or materials furnished by Claimant:

(DATE WHEN AMOUNT OF CLAIM BECAME DUE)

Cabinetry & Millwork fabrication and installation

(GENERAL DESCRIPTION OF THE WORK AND/OR MATERIALS FURNISHED)

The name of the person or company by whom Claimant was employed, or to whom Claimant furnished the labor, services, equipment and/or materials is Opus West Construction Corporation

(USUALLY NAME OF PERSON OR FIRM WHO ORDERED FROM, OR CONTRACTED WITH, CLAIMANT FOR THE WORK AND/OR MATERIALS)

The name(s) and address(es) of the owner(s) or reputed owner(s) of the real property is/are: Irvine Center

Partners III LLC c/o Opus West Corp.; 2050 Main St. Suite 800, Irvine, CA 92614

(THIS INFORMATION CAN BE OBTAINED FROM THE COUNTY ASSESSOR'S OFFICE WHERE THE REAL PROPERTY IS LOCATED)

Name of Claimant Taber Company, Inc.

By Brian Taber, Pres.

VERIFICATION

I, the undersigned, declare: I am the Accting Mgr of Taber Company, Inc.

(TITLE)

(NAME OF CLAIMANT)

the Claimant named in the foregoing claim of mechanic's lien; I am authorized to make this verification for the Claimant; I have read the foregoing claim of mechanic's lien and know the contents thereof, and the same is true to my own knowledge.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

April 16, 2009

(DATE OF SIGNATURE)

(SIGNATURE OF THE INDIVIDUAL WHO VERIFIES THAT THE CONTENTS OF THE CLAIM OF MECHANIC'S LIEN ARE TRUE)

THIS IS NOT A LIEN. THIS NOTICE IS GIVEN PURSUANT TO SECTIONS 3097 AND 3098, CALIFORNIA CIVIL CODE. THIS IS NOT A REFLECTION ON THE INTEGRITY OF ANY CONTRACTOR OR SUBCONTRACTOR.

468996

OWNER or Reputed Owner (on private work) 02
or PUBLIC AGENCY (on public work)

949-622-1950
IRVINE CENTER PARTNERS III LLC
C/O OPUS WEST CORP
2050 MAIN ST #800
IRVINE CA 92614-8201

CONSTRUCTION LENDER or 01
Reputed Construction Lender, if any.

312-992-2698
LA SALLE NATIONAL ASSOCIATION
ATTN: DOMINIC BLEA
135 S LA SALLE ST #1225
CHICAGO IL 60603

ORIGINAL CONTRACTOR or
Reputed Contractor, if any.

949-250-1101
OPUS WEST CONST CORP
2050 MAIN ST #800
IRVINE CA 92614-8201

SUB CONTRACTOR /person or firm who contracted for
the purchase of such labor, services, equipment or materials is:

949-622-1950
OPUS WEST CONSTRUCTION CORP
2050 MAIN ST
IRVINE CA 92614

Customer Copy

7108 1800 8314 6899 6029

CALIFORNIA PRELIMINARY NOTICE

K13540

YOU ARE HEREBY NOTIFIED THAT...

TABER CO INC
1442 E RITCHEY ST
SANTA ANA CA 92705

7093

has furnished or will furnish labor, services, equipment or
materials of the following general description:

CABINETRY, FABRICATION/
INSTALLATION

for the building, structure or other work of improvement
located at:

"FISHER & PHILLIPS"
2050 MAIN ST #1000
IRVINE CA
JOB #4169
GC JOB #10653.21

An estimate of the total price of the labor, services,
equipment or materials furnished or to be furnished is:

\$ 353,206.00

Trust Funds to which Supplemental Fringe Benefits
are payable:

BY: Cindee Wood Agent Dated: 11/24/2008
(Signature) (Title)

G R

NOTICE TO PROPERTY OWNER

IF BILLS ARE NOT PAID IN FULL FOR THE LABOR, SERVICES, EQUIPMENT, OR MATERIALS 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 SO IMPROVED MAY BE PLACED AGAINST THE PROPERTY EVEN THOUGH YOU HAVE PAID YOUR CONTRACTOR IN FULL. YOU MAY WISH TO PROTECT YOURSELF AGAINST THIS CONSEQUENCE BY (1) REQUIRING YOUR CONTRACTOR TO FURNISH A SIGNED RELEASE BY THE PERSON OR FIRM GIVING YOU THIS NOTICE BEFORE MAKING PAYMENT TO YOUR CONTRACTOR OR (2) ANY OTHER METHOD OR DEVICE THAT IS APPROPRIATE UNDER THE CIRCUMSTANCES.

OTHER THAN RESIDENTIAL HOMEOWNERS OF DWELLINGS CONTAINING FEWER THAN FIVE UNITS, PRIVATE PROJECT OWNERS MUST NOTIFY THE ORIGINAL CONTRACTOR AND ANY LIEN CLAIMANT WHO HAS PROVIDED THE OWNER WITH A PRELIMINARY 20-DAY LIEN NOTICE IN ACCORDANCE WITH SECTION 3097 OF THE CIVIL CODE THAT A NOTICE OF COMPLETION OR NOTICE OF CESSATION HAS BEEN RECORDED WITHIN 10 DAYS OF ITS RECORDATION. NOTICE SHALL BE BY REGISTERED MAIL, CERTIFIED MAIL, OR FIRST-CLASS MAIL, EVIDENCED BY A CERTIFICATE OF MAILING. FAILURE TO NOTIFY WILL EXTEND THE DEADLINES TO RECORD A LIEN.

PROOF OF SERVICE BY MAIL AFFIDAVIT

I, Cindee Wood, declare that I served copies of the above PRELIMINARY 20-DAY NOTICE (PRIVATE WORK/PUBLIC WORK) by First Class Certified or Registered Mail service, postage prepaid, addressed to each of the parties at the addresses shown above on 11/24/2008. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

BY: Cindee Wood Cindee Wood, Agent
Executed at SAN DIEGO, California on 11/24/2008.

12/04/2008

GREEN CARD SIGNATURE COVER SHEET

Customer TABER CO INC
Log No. 468996 **Prelim No.** K13540
Jobsite "FISHER & PHILLIPS"
2050 MAIN ST #1000
IRVINE CA
JOB #4169
GC JOB #10653.21

Cus ID 7093
Remote ID
Prof Cntr
Job No.
Job Name
P.O. No.
Estimate 353,206.00

RECEIVED
DEC 05 2008
Taber Co. Inc.

Mail To TABER CO INC
1442 E RITCHEY ST
SANTA ANA CA 92705

Certified Number

Your Customer OPUS WEST CONSTRUCTION CORP
2050 MAIN ST
IRVINE CA 92614

Lender LA SALLE NATIONAL ASSOCIATION
ATTN: DOMINIC BLEA
135 S LA SALLE ST #1225
CHICAGO IL 60603

71081800831468996012

Owner IRVINE CENTER PARTNERS III LLC
C/O OPUS WEST CORP
2050 MAIN ST #800
IRVINE CA 92614-8201

71081800831468996029

Contractor OPUS WEST CONST CORP
2050 MAIN ST #800
IRVINE CA 92614-8201

**Lessee,
Bond or
Other**

Other

Other



Date Produced: 12/01/2008

CAPRENOS INC

The following is the delivery information for Certified Mail™ item number 7108 1800 8314 6899 6029. Our records indicate that this item was delivered on 11/25/2008 at 10:43 a.m. in IRVINE, CA, 92614. The scanned image of the recipient information is provided below.

Signature of Recipient:

Delivery Section
LINDSEY EVERETT

Address of Recipient:

2050 Main 800

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,

United States Postal Service

12/11/2008

GREEN CARD SIGNATURE COVER SHEET

Customer TABER CO INC
Log No. 468996 **Prelim No.** K13540
Jobsite "FISHER & PHILLIPS"
2050 MAIN ST #1000
IRVINE CA
JOB #4169
GC JOB #10653.21

Cus ID 7093
Remote ID
Prof Cntr
Job No.
Job Name
P.O. No.
Estimate 353,206.00

Mail To TABER CO INC
1442 E RITCHEY ST
SANTA ANA CA 92705

Certified Number

Your Customer OPUS WEST CONSTRUCTION CORP
2050 MAIN ST
IRVINE CA 92614

Lender LA SALLE NATIONAL ASSOCIATION
ATTN: DOMINIC BLEA
135 S LA SALLE ST #1225
CHICAGO IL 60603

71081800831468996012

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C/O OPUS WEST CORP
2050 MAIN ST #800
IRVINE CA 92614-8201

71081800831468996029

Contractor OPUS WEST CONST CORP
2050 MAIN ST #800
IRVINE CA 92614-8201

**Lessee,
Bond or
Other**

Other

Other



UNITED STATES
POSTAL SERVICE.

Date Produced: 12/08/2008

CAPRENOS INC

The following is the delivery information for Certified Mail™ item number 7108 1800 8314 6899 6012. Our records indicate that this item was delivered on 12/01/2008 at 06:31 a.m. in CHICAGO, IL, 60603. The scanned image of the recipient information is provided below.

Signature of Recipient:

Delivery Section	
1	<i>E. Hernandez</i>
2	<i>E Hernandez</i>

Address of Recipient:

1	
---	--

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,

United States Postal Service

RECORDING REQUESTED BY

Taber Company, Inc.

AND WHEN RECORDED MAIL TO

Taber Company, Inc.
1442 Ritchey St.
Santa Ana, CA 92705

Recorded in Official Records, Orange County
Tom Daly, Clerk-Recorder

11:48am 06/30/09 12.00

2009000344443 11:48am 06/30/09

111 200 P04 3

0.00 0.00 0.00 0.00 6.00 0.00 0.00 0.00

PARTIAL RELEASE OF MECHANICS' LIEN

CONFORMED COPY

The Mechanic's Lien claimed by Taber Company, Inc. against Irvine Center Partners III LLC c/o Opus West Corp. upon the following described real property in the City of Irvine, County of Orange, State of California, described as:

Fisher & Phillips
2050 Main Street, Suite 1000
Irvine, CA 92614

is hereby partially released by the sum of \$ 2,700.00, and that certain Notice of Mechanic's Lien recorded as Document No. 2009000205884 on April 27, 2009 of Official Records of Orange County, State of California, is hereby partially satisfied and discharged as to the sum of \$ 2,700.00.

This release is a partial release only by reason of the fact that the undersigned has not been paid in full. The original amount of the Mechanic's Lien herein referred to was the sum of \$119,859.88. There has been paid and/or released on the account thereof the sum of \$ 2,700.00. Claimant expressly reserves any and all rights which it has or may have with respect to the unreleased portion of said Mechanic's Lien, to wit, the principal sum of \$ 117,159.88, whether against the owner of the above described property or any other person or entity.

DATED: June 24, 2009

Taber Company, Inc.

By: 

[SIGNATURE]

11
30
PC

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

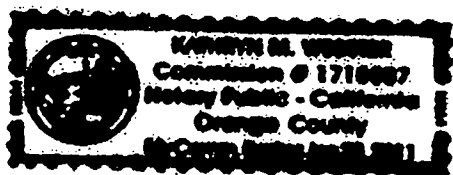
County of Orange

On June 24th, 2009 before me, Kathryn M. Webster, Notary Public

personally appeared Brian Taber

Here Insert Name and Title of the Officer

Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Partial Release of Mechanics' Lien

Document Date: 6-24-09

Number of Pages: 3

Signer(s) Other Than Named Above: NA

Capacity(ies) Claimed by Signer(s)

Signer's Name: Brian Taber

☐ Individual

☒ Corporate Officer — Title(s): President

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Taber Company, Inc.

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer's Name: _____

☐ Individual

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

ACKNOWLEDGMENT

State of California

County of _____

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

(this area for official notarial seal)

Government Code 27361.7

I certify under penalty of perjury that the Notary Seal on the document to which this statement is
attached reads as follows:

Name of the Notary: KATHRYN M. WEBSTER

Date Commission Expires: January 28, 2011

County Where Bond is Filed: ORANGE

Commission Number: 1718507

Manufacturer/Vendor Number: NNA 1

Place of Execution: SANTA ANA Date: June 30, 2009

Signature: [Signature]

I certify under penalty of perjury and the laws of the State of California that the illegible portion
of this document to which this statement is attached reads as follows:

Place Execution: _____ Date: _____

Signature: _____