


| UNITED STATES BANKRUPTCY COURT FOR THE NORTHERN DISTRICT OF TEXAS  |  | PROOF OF CLAIM |
|--|--|----------------|
| <b>Name of Debtor: (Check Only One):</b><br><input type="checkbox"/> Opus West Corporation<br><input checked="" type="checkbox"/> Opus West Construction Corporation<br><input type="checkbox"/> O.W. Commercial, Inc.<br><input type="checkbox"/> Opus West LP<br><input type="checkbox"/> Opus West Partners, Inc.   | <b>Case Number:</b><br><br><div style="font-size: 1.5em; font-family: cursive;">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):<br><br><div style="font-size: 1.2em; font-family: cursive;">Hi-Profile Metals<br/>3040 W. Lincoln street<br/>Phoenix Arizona 85009</div>   | <div style="text-align: center; font-weight: bold; font-size: 1.2em;">RECEIVED</div> <div style="text-align: center; font-weight: bold; font-size: 1.2em;">OCT 15 2009</div> <div style="text-align: center; font-weight: bold; font-size: 1.2em;">BMC GROUP</div> <div style="margin-top: 10px;"> <input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim.         </div> <div style="margin-top: 10px;"> <b>Court Claim Number:</b><br/> <small>(If known)</small> </div> <div style="margin-top: 10px;"> <b>Filed on:</b> </div>  |                |
| <b>Name and address where notices should be sent:</b><br><div style="font-size: 1.2em; font-family: cursive;">Brooke Stoney, POBox 6925, Phoenix, AZ 85005</div> <b>Telephone number:</b> 602 455 8311<br><b>Email Address:</b> brooke@hiprofilemetals.com   | <div style="margin-top: 10px;"> <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.         </div> <div style="margin-top: 10px;"> <input type="checkbox"/> Check this box if you are the debtor or trustee in this case.         </div>   |                |
| <b>Name and address where payment should be sent (if different from above):</b><br><div style="font-size: 1.2em; font-family: cursive;">(Same as above)</div> <b>Telephone number:</b>   |  |                |
| <b>1. Amount of Claim as of Date Case Filed:</b> \$ <u>8,433.30</u><br><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><br><small>If all or part of your claim is entitled to priority, complete item 5.</small><br><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><br><b>If any portion of your claim falls in one of the following categories, check the box and state the amount.</b><br><br><small>Specify the priority of the claim.</small> <div style="margin-top: 5px;"> <input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).         </div> <div style="margin-top: 5px;"> <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).         </div> <div style="margin-top: 5px;"> <input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. §507 (a)(5).         </div> <div style="margin-top: 5px;"> <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).         </div> <div style="margin-top: 5px;"> <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. §507 (a)(8).         </div> <div style="margin-top: 5px;"> <input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. §507 (a)( ).         </div> <div style="margin-top: 10px;"> <b>Amount entitled to priority:</b><br/> <div style="text-align: right;">\$</div> </div> |                |
| <b>2. Basis for Claim:</b> <u>Services performed and materials provided</u><br><small>(See instruction #2 on reverse side.)</small> * See attached   |  |                |
| <b>3. Last four digits of any number by which creditor identifies debtor:</b> <u>N/A</u><br><b>3a. Debtor may have scheduled account as:</b> <u>-</u><br><small>(See instruction §3a on reverse side).</small>   |  |                |
| <b>4. Secured Claim</b> (See instruction #4 on reverse side.)<br><br><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><br><br><b>Nature of property or right of setoff:</b> <input checked="" type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Equipment <input type="checkbox"/> Other<br><b>Value of Property:</b> \$ _____ <b>Annual Interest Rate</b> <u>0</u> %<br><b>Amount of arrearage and other charges as of time case filed included in secured claim, if any:</b> \$ <u>225.00</u><br><b>Basis for perfection:</b> <u>Mechanics lien</u> <b>Amount Unsecured:</b> \$ <u>- 0 -</u> |  |                |
| <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><br><br><b>DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.</b><br><br><b>If the documents are not available, please explain:</b> <u>Documents Attached</u>   |  |                |
| <b>Date:</b><br><div style="font-size: 1.2em; font-family: cursive;">10/13/09</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.<br><br><div style="font-size: 1.5em; font-family: cursive;">Brooke Anne Stoney</div>  |                |
| <b>FOR COURT USE ONLY</b><br><br><div style="text-align: center;"> <br/> <small>00296</small> </div>  |  |                |

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

Modified B10 (GCG) (12/08)

## INSTRUCTIONS FOR PROOF OF CLAIM FORM

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

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

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

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

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

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

#### Creditor's Name and Address:

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

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

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

#### 2. Basis for Claim:

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

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

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

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

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

#### 4. Secured Claim:

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

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

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

#### 6. Credits:

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

#### 7. Documents:

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

#### Date and Signature:

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

## DEFINITIONS

#### Debtor

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

#### Creditor

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

#### Claim

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

#### Proof of Claim

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

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

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

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

#### Unsecured Claim

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

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

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

#### Redacted

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

#### Evidence of Perfection

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

## INFORMATION

#### Acknowledgment of Filing of Claim

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

#### Offers to Purchase a Claim

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

# Hi-Profile Metals Customer QuickReport All Transactions

OPUS West Construction Corporation  
08-802 Pima Center Bid E

| Type     | Date       | Num       | Source Name  | Account | Paid | Aging | Amount    |
|----------|------------|-----------|--|---------|------|-------|-----------|
| Estimate | 04/22/2008 | 08-802    | OPUS West Construction Corporation:08-802 Pima: Estimates                        |         |      |       | 35,238.00 |
| Invoice  | 04/22/2008 | 08-802-01 | OPUS West Construction Corporation:08-802 Pima: 1030- Accounts Receivable Paid   |         |      |       | 2,700.00  |
| Invoice  | 11/24/2008 | 08-808-04 | OPUS West Construction Corporation:08-802 Pima: 1030- Accounts Receivable Void   |         |      |       | 0.00      |
| Invoice  | 11/25/2008 | 08-802-03 | OPUS West Construction Corporation:08-802 Pima: 1030- Accounts Receivable Paid   |         |      |       | 8,658.90  |
| Invoice  | 12/23/2008 | 08-802-4  | OPUS West Construction Corporation:08-802 Pima: 1030- Accounts Receivable Paid   |         |      |       | 9,290.70  |
| Invoice  | 01/27/2009 | 08-802-5  | OPUS West Construction Corporation:08-802 Pima: 1030- Accounts Receivable Paid   |         |      |       | 6,380.10  |
| Invoice  | 02/20/2009 | 08-802-06 | OPUS West Construction Corporation:08-802 Pima: 1030- Accounts Receivable Unpaid |         |      | 216   | 4,684.50  |
| Invoice  | 04/23/2009 | 08-802-07 | OPUS West Construction Corporation:08-802 Pima: 1030- Accounts Receivable Unpaid |         |      | 172   | 3,523.80  |

Full Contract amount: 35,238.00  
 Amount paid to date: 27,029.70  
 Invoices unpaid to date: 8,208.30  
 Invoice to file lien: 225.00  
 Final amount owed: 8,433.30

12:59 PM

10/12/09

Accrual Basis

**Hi-Profile Metals**  
**Customer Open Balance**  
**All Transactions**

| Type                                     | Date      | Num      | Memo | Due Date  | Open Balance | Amount   |
|--|-----------|----------|------|-----------|--------------|----------|
| OPUS West Construction Corporation       |           |          |      |           |              |          |
| 08-802 Pima Center Bld E                 |           |          |      |           |              |          |
| Invoice                                  | 2/20/2009 | 08-80... |      | 3/10/2009 | 4,684.50     | 4,684.50 |
| Invoice                                  | 4/23/2009 | 08-80... |      | 4/23/2009 | 3,523.80     | 3,523.80 |
| Total 08-802 Pima Center Bld E           |           |          |      |           | 8,208.30     | 8,208.30 |
| Total OPUS West Construction Corporation |           |          |      |           | 8,208.30     | 8,208.30 |
| TOTAL                                    |           |          |      |           | 8,208.30     | 8,208.30 |

**DAR-LIENS, INC.****4040 E. McDowell Road #203****Phoenix, Arizona 85008****Phone: (602) 942-1515****Fax: (602) 942-0763****Invoice**

| Date     | Invoice # |
|----------|-----------|
| 6/4/2009 | 20415     |

|   |
|---|
| Client  |
| <b>HI-PROFILE METALS</b><br><b>P.O. BOX 6925</b><br><b>PHOENIX, ARIZONA 85005</b> |

| Terms              | Due Date        |
|--------------------|-----------------|
| <b>NET 30 DAYS</b> | <b>7/4/2009</b> |

| ACCOUNT #  | DATE     | DESCRIPTION/JOB SITE   | PRE-LIEN #         | TOTAL           |
|--|----------|--|--------------------|-----------------|
| 4042   | 6/4/2009 | <b>MECHANIC'S LIEN</b><br><br><b>OPUS PIMA CENTER 1 (BUILDING E)</b><br><b>9180 E. VIA DE VENTURA</b><br><b>SCOTTSDALE, ARIZONA 85258</b><br><b>MARICOPA COUNTY, ARIZONA</b> | <b>16844/21573</b> | <b>225.00</b>   |
| <b>PLEASE NOTE INVOICE NUMBERS ON CHECK - THANK YOU FOR YOUR CONTINUED BUSINESS.</b> |          |  | <b>Total</b>       | <b>\$225.00</b> |

**COURTESY RECORDING  
THOMAS TITLE & ESCROW  
NO TITLE LIABILITY**

Recorded at the Request of:  
**Thomas Title & Escrow**

**When Recorded Mail To:**

OFFICIAL RECORDS OF  
MARICOPA COUNTY RECORDER  
HELEN PURCELL

20090657855 07/16/2009 03:52

ELECTRONIC RECORDING

Crtsy092-28-1-1--

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Crtsy 092  
(1 of 1)

**CAPTION HEADING**  
**Notice and Claim of Mechanic's, Professional Services',  
Materialman's Lien**

**DO NOT REMOVE**

**this document is being re-recorded for the  
sole purpose of correcting the legal  
description. See Exhibit "A" attached  
hereto and made a part hereof.**

## **Exhibit A**

A portion of Section 31, Township 3 North, Range 5 East of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at a GLO cap at the North Quarter corner of said Section 31; thence South 00 degrees 01 minutes 13 seconds East (an assumed bearing), along the East line of the Northwest Quarter of said Section 31, for a distance of 2638.99 feet to a Brass Cap at the Center of said Section 31; thence North 89 degrees 48 minutes, 40 seconds West, along the South line of the Northwest Quarter of said Section 31, for a distance of 1700.85 feet; thence South 00 degrees 06 minutes 49 seconds West for a distance of 1686.33 feet; thence South 89 degrees 53 minutes 17 East seconds for a distance of 905.94 feet; thence South 00 degrees 00 minutes 00 seconds West for a distance of 415.59 feet to the POINT OF BEGINNING;

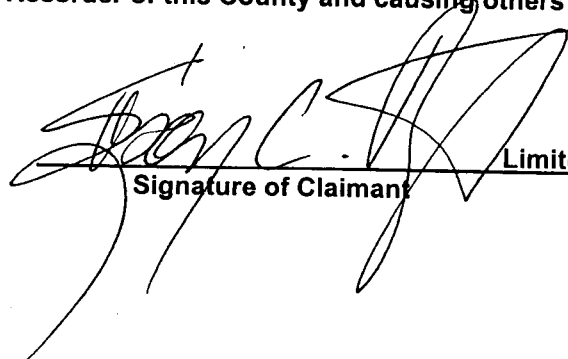
Thence South 90 degrees 00 minutes 00 seconds East for a distance of 493.07 feet; thence South 00 degrees 14 minutes 37 seconds West for a distance of 482.58 feet to a point on the North right-of-way line of Via de Ventura; thence North 89 degrees 53 minutes 53 seconds West, along said North right-of-way line, for a distance of 491.02 feet; thence North 00 degrees 00 minutes 00 seconds East for a distance of 481.70 feet to the POINT OF BEGINNING.

NOTICE OF CLAIM OF MECHANIC'S,  
PROFESSIONAL SERVICES',  
MATERIALMAN'S LIEN

1. I am the Claimant or have knowledge of the facts of this claim and make this affidavit in compliance with ARS 33-993.
2. Claimant has furnished labor, professional services, materials, machinery, fixtures or tools in the construction, alteration or repair of the buildings, other structures or above described improvements on Subject Real Property. This was done at the request of Owner or Reputed Owner, or the request of a person whom Claimant reasonably believed to be the lawful agent of Owner or Reputed Owner.
3. The person by whom Claimant was employed or to whom Claimant furnished materials, if not the Owner or Reputed Owner, was OPUS WEST CONSTRUCTION 2555 E. CAMELBACK, # 800 PHOENIX, AZ. 85016.
4. The labor, professional services, materials, machinery, fixtures or tools were furnished [☒] pursuant to a written contract, a copy of which is attached; [☐] pursuant to an oral contract, the terms, time given, and conditions of which are attached.
5. Labor, professional services, materials, machinery, fixtures or tools were first furnished to the jobsite on April 02, 2008.
6. The building, structure or improvement or the alteration or repair of such building, structure or improvement was completed on WITHIN 120 DAYS.
7. The Preliminary Twenty Day Notice required by ARS 33-992.01 was served on April 02, 2008. A copy of this notice and proof of service as required by ARS 33-992.01 are attached.
8. If the lien is against the dwelling of a person who became an owner-occupant prior to the construction, alteration, repair or improvement, the Claimant has executed a written contract directly with the owner-occupant. ARS 33-1002

WHEREFORE Claimant demands a lien on Subject Real Property and all improvements thereon in the amount t set forth above, and in order to fix this lien has made this Notice and Claim in two or more original copies, causing one to be filed in the Office of the County Recorder of this County and causing others to be served upon Owners or Reputed Owners.

SIGNED THIS DATE: June 04, 2009

  
Signature of Claimant Limited Agent

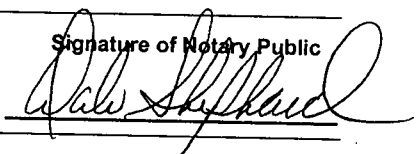
STATE OF ARIZONA  
COUNTY OF MARICOPA

SS

Verification. On this date before me, a Notary Public  
personally appeared:  
**SUSAN C. BEYETTE**

SS

Signature of Notary Public



Date of Acknowledgment:  
June 04, 2009

who, being duly sworn upon oath, stated that he/she had read this document and knows of his/her own knowledge that the facts stated within are true and correct, except for those matters based on information which he/she believes to be true.







# DAR-LIENS, INC.

Arizona Certified  
Legal Document Preparer  
Certificate Number 80906

OFFICIAL RECORDS OF  
MARICOPA COUNTY RECORDER

HELEN PURCELL  
20090510436 06/05/2009 08:29  
ELECTRONIC RECORDING

060509HiProfile-26-1-1--  
fraustoj

## NOTICE OF CLAIM OF MECHANIC'S, PROFESSIONAL SERVICES', MATERIALMAN'S LIEN

### CLAIMANT (Name, Mailing Address and Zip Code):

HI-PROFILE METALS  
P.O. BOX 6925  
PHOENIX, ARIZONA 85005

### OWNER OR REPUTED OWNER (Name, Mailing Address and Zip Code):

PC-101, INC. & PIMA CENTER 101, LLC.  
C/O OPUS WEST CORPORATION  
2555 EAST CAMELBACK ROAD, SUITE 800  
PHOENIX, ARIZONA 85016

### NATURE OF IMPROVEMENTS TO BE CHARGED WITH A LIEN:

LABOR & MATERIAL TO COMPLETE  
ORNAMENTAL METAL WORK

### AMOUNT OF CLAIM AFTER DEDUCTING JUST CREDITS AND OFFSETS \*:

\$8,433.30

### SUBJECT REAL PROPERTY (Address or Location, City and County):

OPUS PIMA CENTER 1, BUILDING E  
9180 EAST VIA DE VENTURA  
SCOTTSDALE, ARIZONA 85258  
MARICOPA COUNTY, ARIZONA

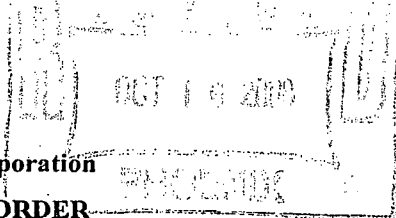
### SUBJECT REAL PROPERTY LEGAL DESCRIPTION:

~~A PORTION OF SECTION 31  
TOWNSHIP 3 NORTH, RANGE 5 EAST  
OF THE GILA & SALT RIVER BASE & MERIDIAN~~

\* PLUS INTEREST ON UNPAID BALANCE, LIEN FEES, ATTORNEY FEES AND ANY FUTURE COLLECTION COST



OPUS West Construction Corporation  
SUBCONTRACT CHANGE ORDER



AV  
CAZ

Change Order Date: 09/30/2008  
Change Order #: 2  
To Subcontract Agreement dated: 02/29/2008

Glass & Stainless Steel Guardrails  
CON-10510.00-30  
05720

TO: Hi Profile Metals, LLC  
3040 W. Lincoln Street  
Phoenix, AZ 85009

PROJECT: Pima Center I - Building E  
9180 E. Via de Ventura  
Scottsdale, AZ 85258

CHANGE DETAILS

| Item | Description   | Amount            |
|------|---|-------------------|
| 1    | Subcontractor shall furnish all skill, labor, material and equipment necessary or required to fabricate and install eleven (11) decorative steel elements as shown in detail A4.3 #4. Element shall have an operable face panel with hinge and catch mechanism, back mounting plate and powder coat finish. | \$8,558.00        |
|      |   | <u>\$8,558.00</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 |
|-------------------------|--------------------|-------------------|-------------------------|
| 10510.00-E10-05705.00-S | \$0.00             | \$8,558.00        | \$8,558.00              |
| 10510.00-F10-05720.00-S | \$26,680.00        | \$0.00            | \$26,680.00             |
|                         | <u>\$26,680.00</u> | <u>\$8,558.00</u> | <u>\$35,238.00</u>      |

|  |                    |
|--|--------------------|
| Original Contract Amount.....          | \$26,680.00        |
| Previously Approved Change Orders..... | \$0.00             |
| Amount this Change Order.....          | \$8,558.00         |
| Contract Amount to Date.....           | <u>\$35,238.00</u> |

ACKNOWLEDGEMENT

Please sign and return all original copies

Hi Profile Metals, LLC

OPUS West Construction Corporation

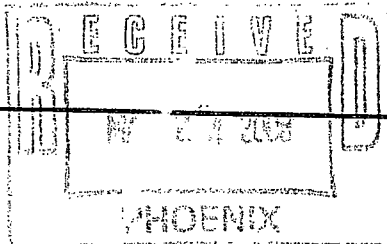
Brooke A. Storey  
Printed Name  
10/13/08  
Date

Vincent Genetti  
Printed Name  
10 Oct 08  
Date

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



# OPUS



Pima Center I - Building E / 10510.00  
05720 /Glass & Stainless Steel Guardrails  
Hi Profile Metals, LLC / Tom Alfors  
Contact Phone # 602-455-8311  
Contact Fax # 602-442-0722  
Payment Terms: Standard

## SUBCONTRACT AGREEMENT (Labor and Materials)

This Subcontract Agreement ("Subcontract") is made as of this 29th day of February, 2008, by and between Opus West Construction Corporation ("Contractor"), with its office located at 2555 East Camelback Road - Suite 800, Phoenix, AZ 85016, and Hi Profile Metals, LLC ("Subcontractor") with its office located at 3040 W. Lincoln Street, Phoenix, AZ 85009.

Contractor and Subcontractor agree as follows:

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

|                                |                                   |
|--------------------------------|-----------------------------------|
| Architect of Record:           | Butler Design Group, Inc.         |
| Civil Engineer:                | Erickson & Meeks Engineering, LLC |
| Interior Designer:             | McCarthy Nordburg, Ltd.           |
| Landscape Architect:           | Laskin & Associates, Inc.         |
| Structural Engineer of Record: | Opus Architects & Engineers, Inc. |
5. **Scope of Work.** Subcontractor's scope of work for the Project is described in the attached Rider "A" and is defined therein as the Work.
6. **Schedule.** Time is of the essence. Accordingly, all time limits and requirements for completion set forth in the Subcontract Documents, including any intermediate milestones (collectively referred to in the Subcontract Documents as the "Schedule"), are of the essence of this Subcontract. Subcontractor shall begin its Work as soon as the Project is ready for the Work or within three (3) calendar days after being notified orally or in writing to proceed by Contractor. The Substantial Completion of the Work (defined in the General Conditions of Subcontract) shall be achieved as required by job progress, so as to allow the entire Project to be substantially completed on or before 08/05/2008. Subcontractor shall conform to all progress and schedule requirements of the Subcontract Documents and as directed by Contractor's project manager, and must achieve the milestones (if any) as described in the attached Rider "A".
7. **Subcontract Sum.** Contractor shall pay Subcontractor the sum of \$ 26,680.00 ("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

CONTRACTOR  
OPUS West Construction Corporation

By:

James Godwin  
(Print Name)  
Senior Director of Construction  
(Title)  
3.27.08  
(Date)

SUBCONTRACTOR  
Hi Profile Metals, LLC

By:

Brooke Stoney  
(Print Name)  
President  
(Title)  
3/19/08  
(Date)

**RIDER A**

This Rider A is attached to and made a part of the Subcontract between Opus West Construction Corporation and HI Profile Metals, LLC dated 02/29/2008. 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 Glass & Stainless Steel Guardrails work ("Work") for the Project, including but not limited to, strict compliance with the following documents (the "Subcontract Documents"):

**Drawings and Specifications**

| Description   | Number | Last Revision |
|---|--------|---------------|
| Pima I Building E Outline Specs                         |        | 01/07/2008    |
| General Conditions of Subcontract                       |        | 06/01/2005    |
| Special Conditions of Subcontract                       |        | 05/02/2007    |
| Supplemental General Conditions                         |        | 06/01/2005    |
| Cover Sheet   | CS     | 11/07/2007    |
| Grading & Drainage, Water Sewer & Fire Line Cover Sheet | C1     | 11/07/2007    |
| Grading & Drainage Plan                                 | C2     | 11/07/2007    |
| Grading & Drainage Plan                                 | C3     | 11/07/2007    |
| Grading & Drainage Details & Sections                   | C4     | 11/07/2007    |
| Water, Sewer & Fire Line Plan                           | C5     | 11/07/2007    |
| Water, Sewer & Fire Line Plan                           | C6     | 11/07/2007    |
| Site/Best Management Practices Map                      | Map    | 11/05/2007    |
| Cover Sheet   | LA01   | 11/07/2007    |
| Planting Plans  | LA02   | 11/07/2007    |
| Planting Plans  | LA03   | 11/07/2007    |
| Irrigation Plans  | LA04   | 11/07/2007    |
| Irrigation Plans  | LA05   | 11/07/2007    |
| Landscape Detail Sheet                                  | LA06   | 11/07/2007    |
| Irrigation Detail Sheet                                 | LA07   | 11/07/2007    |
| Specifications  | LA08   | 11/07/2007    |
| Site Plan   | A0.1   | 11/07/2007    |
| Enlarged Site Plan                                      | A0.2   | 11/07/2007    |
| Site Details  | A0.3   | 11/07/2007    |
| Site Details  | A0.4   | 11/07/2007    |
| 1st Floor Plan  | A1.1   | 11/07/2007    |
| 1st Floor Plan - Edge of Slab                           | A1.1.1 | 11/07/2007    |
| 2nd Floor Plan  | A1.2   | 11/07/2007    |
| 2nd Floor Plan - Edge of Slab                           | A1.2.1 | 11/07/2007    |
| Roof Plan   | A1.3   | 11/07/2007    |
| Elevations  | A2.1   | 11/07/2007    |

|                                       |        |            |
|---------------------------------------|--------|------------|
| Enlarged Elevations                   | A2.2   | 11/07/2007 |
| Enlarged Elevations                   | A2.3   | 11/07/2007 |
| Window/Door Schedule                  | A2.4   | 11/07/2007 |
| Window/Door Schedule                  | A2.5   | 11/07/2007 |
| Building Sections                     | A3.1   | 11/07/2007 |
| Wall Sections                         | A3.2   | 11/07/2007 |
| Wall Sections                         | A3.3   | 11/07/2007 |
| Wall Sections                         | A3.4   | 11/07/2007 |
| Architectural Details                 | A4.1   | 11/07/2007 |
| Architectural Details                 | A4.2   | 11/07/2007 |
| Architectural Details                 | A4.3   | 11/07/2007 |
| Architectural Details                 | A4.4   | 11/07/2007 |
| Stair & Elevator Details              | A5.1   | 11/07/2007 |
| Stair & Elevator Details              | A5.2   | 11/07/2007 |
| First Floor - Floor Plan              | IA2.01 | 11/07/2007 |
| Second Floor - Floor Plan             | IA2.02 | 11/07/2007 |
| First Floor - Enlarged Lobby Plan     | IA2.1  | 01/14/2008 |
| First Floor - Enlarged Lobby RCP Plan | IA3.1  | 01/14/2008 |
| Finish Plan Floor 1                   | IA5.1  | 01/14/2008 |
| Finish Plan Floor 2                   | IA5.2  | 01/14/2008 |
| Enlarged Restroom Plans               | IA6.0  | 01/14/2008 |
| Elevator Cab Interior                 | IA6.1  | 01/14/2008 |
| Elevations                            | IA7.0  | 01/14/2008 |
| Interior Architectural Details        | IA8.0  | 01/14/2008 |
| Interior Architectural Details        | IA8.1  | 11/07/2007 |
| Interior Architectural Details        | IA8.2  | 01/14/2008 |
| Details                               | IA8.3  | 01/14/2008 |
| Title Sheet                           | S1     | 11/07/2007 |
| Level 1 Foundation Plan               | S2     | 11/07/2007 |
| Level 2 Framing Plan                  | S3.1   | 11/07/2007 |
| Level 2 Enlarged Plans & Schedules    | S3.2   | 11/07/2007 |
| Roof Framing Plan                     | S4.1   | 11/07/2007 |
| Awning Framing Plans & Details        | S4.2   | 11/07/2007 |
| Braced Frame Sections & Details       | S5     | 11/07/2007 |
| Sections and Details                  | S6     | 11/07/2007 |
| Sections and Details                  | S7     | 11/07/2007 |
| Sections and Details                  | S8     | 11/07/2007 |
| Sections and Details                  | S9     | 11/07/2007 |
| Sections and Details                  | S10    | 11/07/2007 |
| Mechanical Cover Sheet                | M0.1   | 11/07/2007 |
| First Floor Mechanical Plan           | M1.1   | 09/04/2007 |

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|  |       |            |
|--|-------|------------|
| Second Floor Mechanical Plan                                   | M1.2  | 11/07/2007 |
| Mechanical Roof Plan   | M1.3  | 11/07/2007 |
| Enlarged Mechanical Core Plans                                 | M1.4  | 11/07/2007 |
| Mechanical Schedules   | M2.1  | 11/07/2007 |
| Mechanical Details   | M2.2  | 11/07/2007 |
| Mechanical Details   | M2.3  | 11/07/2007 |
| Plumbing Legend, Symbols and Fixture Schedules                 | P0.1  | 11/07/2007 |
| Plumbing Specifications  | P0.2  | 11/07/2007 |
| Plumbing Specifications  | P0.3  | 11/07/2007 |
| Plumbing Plan - 1st Floor                                      | P2.1  | 11/07/2007 |
| Plumbing Plan - 2nd Floor                                      | P2.2  | 11/07/2007 |
| Enlarged Plumbing Floor Plan, 1st & 2nd Floor                  | P2.3  | 11/07/2007 |
| Plumbing Riser Diagrams  | P3.1  | 11/07/2007 |
| Symbols and Schedules  | E0.0  | 11/05/2007 |
| Site Lighting Plan   | E1.0  | 11/05/2007 |
| Photometric Site Plan  | E1.1  | 11/05/2007 |
| Partial 1st Floor Lighting Plan                                | E2.0  | 11/05/2007 |
| Partial 1st Floor Lighting Plan                                | E2.1  | 11/05/2007 |
| Partial 1st Floor Lighting Plan                                | E2.2  | 11/05/2007 |
| Partial 2nd Floor Lighting Plan                                | E3.0  | 11/05/2007 |
| Partial 2nd Floor Lighting Plan                                | E3.1  | 11/05/2007 |
| Partial 2nd Floor Lighting Plan                                | E3.2  | 11/05/2007 |
| Partial 1st Floor Power Plan                                   | E4.0  | 11/05/2007 |
| Partial 1st Floor Power Plan                                   | E4.1  | 11/05/2007 |
| Partial 1st Floor Power Plan                                   | E4.2  | 11/05/2007 |
| Enlarged 1st/2nd Floor Power Plans                             | E4.3  | 11/05/2007 |
| Partial 2nd Floor Power Plan                                   | E5.0  | 11/05/2007 |
| Partial 2nd Floor Power Plan                                   | E5.1  | 11/05/2007 |
| Partial 2nd Floor Power Plan                                   | E5.2  | 11/05/2007 |
| Partial Roof HVAC/SS Plan                                      | E6.0  | 11/05/2007 |
| Partial Roof HVAC/SS Plan                                      | E6.1  | 11/05/2007 |
| Partial Roof HVAC/SS Plan                                      | E6.2  | 11/05/2007 |
| Single Line Diagram  | E7.0  | 11/05/2007 |
| Details and Calculations                                       | E7.1  | 11/05/2007 |
| Panelboard Schedules   | E8.0  | 11/05/2007 |
| Panelboard Schedules   | E8.1  | 11/05/2007 |
| Panelboard Schedules   | E8.2  | 11/05/2007 |
| Final Clean Specifications - Pima Center I - Building E        | 01503 | 02/11/2008 |
| Earthwork Specifications - Pima Center I - Building E          | 02200 | 12/06/2007 |
| Termite Protection Specifications - Pima Center I - Building E | 02280 | 11/19/2007 |
| Asphalt Paving Specifications - Pima Center I - Building E     | 02510 | 12/06/2007 |

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|  |       |            |
|--|-------|------------|
| Site Concrete Specifications - Pima Center I - Building E                        | 02520 | 12/06/2007 |
| Site Utilities Specifications - Pima Center I - Building E                       | 02600 | 11/07/2007 |
| Drywell Specifications - Pima Center I - Building E                              | 02720 | 11/13/2007 |
| Landscaping and Irrigation Specifications - Pima Center I - Building E           | 02900 | 01/15/2008 |
| Cast-In-Place Concrete System Specifications - Pima Center I - Building E        | 03300 | 11/14/2007 |
| Concrete Unit Masonry Specifications - Pima Center I - Building E                | 04200 | 10/31/2007 |
| Structural Steel Framing and Decks Specifications - Pima Center I - Building E   | 05100 | 09/20/2007 |
| Cold-Form Metal Framing Specifications - Pima Center I - Building E              | 05400 | 02/04/2008 |
| Metal Fabrications Specifications - Pima Center I - Building E                   | 05500 | 09/20/2007 |
| Glass & Stainless Steel Guardrails Specifications - Pima Center I - Building E   | 05720 | 02/29/2008 |
| Water Repellants Specifications - Pima Center I - Building E                     | 07100 | 01/11/2008 |
| Building Insulation Specifications - Pima Center I - Building E                  | 07200 | 12/07/2007 |
| Built Up Roofing Specifications - Pima Center I - Building E                     | 07510 | 12/18/2007 |
| Caulking and Sealants Specifications - Pima Center I - Building E                | 07900 | 12/19/2007 |
| Hollow Metal Doors and Frames Specifications - Pima Center I - Building E        | 08100 | 01/15/2008 |
| Wood Doors Specifications - Pima Center I - Building E                           | 08200 | 01/15/2008 |
| Aluminum Framing and Glazing Systems Specifications - Pima Center I - Building E | 08400 | 01/15/2008 |
| Door Hardware Specifications - Pima Center I - Building E                        | 08700 | 08/30/2007 |
| Stone Countertops Specifications - Pima Center I - Building E                    | 09630 | 01/11/2008 |
| Hydraulic Elevators Specifications - Pima Center I - Building E                  | 14240 | 01/10/2008 |
| Pima Center I - Building E Division 15 - Mechanical                              | 15000 | 08/30/2007 |
| Pima Center I - Building E Division 16 - Electrical                              | 16000 | 07/03/2007 |
| Electronic Security Systems Specifications - Pima Center I - Building E          | 16720 | 12/17/2007 |

#### Field Bulletins

| Date       | Number        | Name   |
|------------|---------------|--|
| 01/09/2008 | FB-10510.00-1 | Vertical Realignment @ Water/Storm as shown on C6                                |
| 01/18/2008 | FB-10510.00-2 | Revised Partial Roof Framing Plan for Elevator Doghouse                          |
| 01/28/2008 | FB-10510.00-3 | Masonry Block Schedule Update  |
| 02/01/2008 | FB-10510.00-4 | Revised Embed Plate Schedule, Canopy Plans and Details, and Beam Splice Schedule |
| 02/14/2008 | FB-10510.00-5 | Revised Gaurdail Connection @ Lobby Stair  |

#### Supplemental Design Documents

| Description   | Date       |
|---|------------|
| Report on Geotechnical Investigation on Pima Center I, submitted by Speedie and Associates, Project Number 041163SA | 08/23/2004 |

#### Other Documents

N/A

Subcontractor acknowledges that Contractor has made available to Subcontractor all of the Subcontract Documents, and Subcontractor shall be responsible for obtaining copies pertinent to its Work. Subcontractor represents that it has carefully examined the Subcontract Documents.

#### Modifications and Clarifications

This Subcontract includes, but is not limited to, the following items:

- 1 Subcontractor shall use Salt River Pima Maricopa Indian Community suppliers and laborers whenever possible.
- 2 Subcontractor shall endorse its Commercial General Liability, and Umbrella/Excess Liability policies (as defined in Rider C) to add the following names as "additional insureds": Opus West Construction Corporation, Opus West Corporation, PC 101, Inc, and Pima Center 101, LLC.



**This Subcontract excludes the following:**

- 1 Gross receipts tax
- 2 Performance or payment bond
- 3 General building permit

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

N/A

**Schedule Notes**

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

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

**Subcontract Recap**

| Sub-Job Number | Sub-Job Name               | Name   | Rate         |
|----------------|----------------------------|--|--------------|
| 10510.00       | Pima Center I - Building E | Base Bid: Glass & Stainless Steel Guardrails | \$26,680.00  |
| Total          |                            |  | \$ 26,680.00 |

**Subcontract Sum Breakdown**

| Name                               | Account Code            | Amount      |
|------------------------------------|-------------------------|-------------|
| Ornamental Rails-Int - Subcontract | 10510.00-F10-05720.00-S | \$26,680.00 |
| Total                              |                         | \$26,680.00 |

**4. Unit Pricing.**

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

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

**Unit Price List**

N/A

**5. Alternates.**

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

**Alternates**

N/A

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

**Alternates Notes**

**END OF RIDER A**





**RIDER B**

This Rider B is attached to and made a part of the Subcontract between **Opus West Construction Corporation** and **Hi Profile Metals, LLC** dated 02/29/2008. All capitalized terms used but not defined in this Rider B have the meaning ascribed to them in the Subcontract or the General Conditions of Subcontract, as applicable. To the extent of any conflict between the provisions of this Rider B and the provisions of any other Subcontract Document, this Rider B shall be controlling.

**Section 1. Licensing.**

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

**Section 2. Change Orders.**

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

**Section 3. Pay When and If Paid.**

At all times Subcontractor shall be paid only to the extent that Contractor has been paid by Owner for the Work performed by Subcontractor. Notwithstanding any other provision of this Subcontract, and notwithstanding any provisions between Contractor and Owner with respect to payment, the parties agree that payment by Owner to Contractor shall be an express condition precedent to Contractor's obligation to pay Subcontractor. The parties clearly and unambiguously agree that payment by Contractor to Subcontractor is expressly contingent upon Contractor receiving its funds from progress and final payments received from Owner. All payments to Subcontractor shall be made by the Contractor solely out of the progress and final payments funds actually received by the Contractor from the Owner, and from no other source whatsoever. Subcontractor acknowledges that it is sharing, to the extent of payments to be made to Subcontractor, in the risk that Owner may fail to make one or more payments to the Contractor for all or a portion of the Work.

**Section 4. Title to Work.**

Title to all Work, including materials, equipment, and systems, covered by an Application for Payment, whether incorporated in the Project or not, will pass to Contractor and Owner upon the earlier of (a) receipt of such payment (net of any retainage), or (b) incorporation of such Work into the Project.

**Section 5. Indemnification**

(a) Subject to Subsections (b) and (c) below, Subcontractor will defend, indemnify and hold harmless Contractor, Owner and Architect/Engineer, and their respective officers, directors, partners, members, agents, and employees (each, an "Indemnitee" and collectively, the "Indemnitees") from and against any and all claims, demands, obligations, actions, causes of action, damages, costs, losses, liabilities and expenses (including, without limitation, attorneys' fees and costs and other litigation, mediation, arbitration, or dispute resolution expenses), arising from or in any way connected with Subcontractor's performance or non-performance of this Subcontract (all of the foregoing being referred to as "Claims"). Any such defense of an Indemnitee will be provided by Subcontractor by legal counsel reasonably satisfactory to such Indemnitee. Subject to Subsections (b) and (c) below, Subcontractor's obligations to defend and indemnify (i) include (without limitation) all Claims, whether occurring before, during or after the performance of this Subcontract, which arise from or relate to the activities, products, actions or omissions of Subcontractor, its Sub-subcontractors, anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable (collectively, the "Subcontractor Parties"); (ii) shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Subcontractor or any Subcontractor Party under workers' or workman's compensation acts, disability acts, other employee benefits acts, or any insurance required to be carried by Subcontractor under the Subcontract Documents; and (iii) specifically and expressly include (without limitation) any Claims caused in part by the negligence (whether active or passive) or other misconduct of any Indemnitee. Subcontractor's failure to procure specific contractual liability and other types of insurance for the benefit of any Indemnitee, as required under the Subcontract Documents, will not render the foregoing provisions unenforceable under any applicable law.



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(b) Notwithstanding the provisions of Subsection (a) above, Subcontractor is not obligated to indemnify an Indemnitee for a Claim which is ultimately determined, upon final adjudication, settlement or other resolution of the Claim ("Finally Determined"), to have been caused solely by the active negligence or willful misconduct of that Indemnitee; provided, however, that this exception does not limit or relieve Subcontractor's defense obligations prior to the Claim being so Finally Determined or Subcontractor's obligations to indemnify all other Indemnitees which are not Finally Determined to have participated in such negligence or misconduct.

(c) The parties intend that Subcontractor's indemnity and defense obligations under this Subcontract will be enforced to the fullest extent allowable under applicable law, and agree that if any of the provisions of this Section are, to any extent, held to be invalid, illegal or unenforceable for any reason, any remaining portion thereof and all other provisions of this Section will not be affected by such holding, but will remain valid and in force to the fullest extent permitted by law.

**END OF RIDER B**

## RIDER C

This Rider C is attached to and made a part of the Subcontract between Opus West Construction Corporation, and Hi Profile Metals, LLC dated 02/29/2008. 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<br>\$1,000,000 disease-policy limit<br>\$1,000,000 disease-each employee  |
| Commercial General Liability<br>(Electrical, HVAC, Plumbing, Fire Protection Sprinkler, Steel Erection, Elevator, Excavating, Roofing, Foundation and Curtain Wall Subcontractors) | \$5,000,000 each occurrence<br>\$5,000,000 products/completed operations aggregate<br>\$5,000,000 general aggregate (minimum \$2,000,000 per project) |
| Commercial General Liability<br>(All Other Subcontractors)   | \$2,000,000 each occurrence<br>\$2,000,000 products/completed operations aggregate<br>\$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<br>\$1,000,000 annual aggregate  |
- (b) The Commercial General Liability insurance required under Paragraph 1(a) will (i) be on ISO Form CG 00 01 or its equivalent, (ii) include coverage for products/completed operations, (iii) be maintained for a period of three (3) years after completion of the Work, (iv) specifically cover as "insured contracts" the Subcontractor's indemnity obligations as set forth in this Subcontract and other contractual indemnities assumed by the Subcontractor under the Subcontract Documents and (v) provide a \$2,000,000 minimum general aggregate limit of liability on a per project basis.
- The Commercial Automobile Liability insurance required under Paragraph 1(a) will include coverage for all owned, hired and non-owned automobiles. Professional Liability, if applicable to the Subcontractor's Work, shall be maintained for a period of three (3) years after completion of the Work. Any retroactive date on such Professional Liability policy shall be prior to the commencement of any Work under this Subcontract.
- (c) Employer's Liability, Commercial General Liability and Automobile Liability insurance may be arranged under separate policies for the full minimum limits required, or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability policy.
- (d) The Subcontractor shall endorse its Commercial General Liability, Commercial Automobile Liability, and Umbrella/Excess Liability policies to add the Contractor and the Owner (and others as specifically required by the Subcontract Documents) as "additional insureds". Such insurance afforded to the Contractor and the Owner as "additional insureds" under the Subcontractor's policies will be primary insurance and not excess over, or contributing with, any insurance purchased or maintained by the Contractor or the Owner. The "additional insured" endorsement to Subcontractor's Commercial General Liability policy will be on ISO Form 20 10 07 04 and 20 37 07 04 or their equivalent and will include coverage for ongoing and completed operations.
- (e) All insurance policies required under Paragraph 1 or the Subcontract Documents will (i) be issued by insurance companies that have an A.M. Best rating of A- VII or better and (ii) contain a provision that coverage afforded thereunder shall not be cancelled or restrictive modifications added, without thirty (30) days prior written notice by certified mail to the Contractor. If Subcontractor fails to purchase and maintain the insurance coverage required herein, Contractor may, but shall not be obligated to, obtain such insurance and either charge all costs for such insurance to the Subcontractor or offset the costs of such insurance against amounts due Subcontractor under the Subcontract.
- (f) Certificates of Insurance will be filed with the Contractor prior to the start of the Subcontractor's Work on the Project Site. Such Certificates of Insurance will be in a form and substance acceptable to the Contractor and will provide satisfactory evidence that the Subcontractor has complied with all insurance requirements, including Contractor's, Owner's and any other required parties status as "additional insureds".
- (g) Contractor may exclude Subcontractor from the Project Site and withhold payments to Subcontractor until a properly executed certificate of insurance evidencing the insurance required herein is received by Contractor.
- (h) It is understood and agreed that the insurance coverages and limits required by this Subcontract shall not limit the extent of Subcontractor's responsibilities and liabilities specified within the Subcontract documents or under law.

2 Contractor's Builder's Risk Insurance.

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

To the extent of coverage afforded by builder's risk or any other property or equipment floater insurance applicable to the Work or the Project or equipment used in the performance of the Work or Project, regardless of whether such insurance is owned by or for the benefit of Subcontractor, Contractor or Owner or their respective subcontractors and agents, Contractor and Subcontractor agree to waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Owner and any of its contractors, subcontractors, agents and employees, whether under subrogation or otherwise, for loss or damage to the extent covered by such insurance, except such rights as they may have 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**





# SUBCONTRACTOR APPLICATION FOR PAYMENT

Project Name: Pima Center I - Building B  
Subcontractor: Hi Profile Metals, LLC  
Supplier #: 1034228  
Address: 3040 W. Lincoln Street  
Phoenix, AZ 85009  
Phone: 602-455-8311

Project Number: 10510  
Date of Application: 2/20/09  
Application Number: 6  
Period From: 2/1/09 Period To: 2/28/09

Remittance Address: OPUS West Construction Corporation  
Attn: Accounts Payable  
2555 East Camelback Road, Suite 800  
Phoenix, AZ 85016

## CONTRACT INFORMATION

| ITEM                                | SALES TAX (5)(if applicable) | TOTAL (\$)  |
|-------------------------------------|------------------------------|-------------|
| ORIGINAL CONTRACT AMOUNT            |                              | \$26,680.00 |
| OPUS APPROVED CHANGE ORDER thru # 2 |                              | \$8,558.00  |
| CONTRACT AMOUNT TO DATE TOTAL       |                              | \$35,238.00 |

## 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 (H - A + B)  
G Current Gross Amount Completed This Period

\$ 35,238.00  
\$ 3,523.80  
\$ 31,714.20  
\$ 27,029.70  
\$ 4,684.50  
\$ 3,523.80  
\$ 5,205.00

SUBCONTRACTOR:

Hi Profile Metals, LLC

Supplier #: 1034228

BY:

Brooke Stoney

DATE:

2/20/09

## APPLICATION BREAKDOWN

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

| Account Code            | Description                         | Current Contract Amount | Work Completed            |             | Total Work Complete | Percent Complete | Retainage This Application | Net Payment |
|-------------------------|-------------------------------------|-------------------------|---------------------------|-------------|---------------------|------------------|----------------------------|-------------|
|                         |                                     |                         | From Previous Application | This Period |                     |                  |                            |             |
| 10510.00-E10-05705.00-S | Ornamental Metals-Ext - Subcontract | \$8,558.00              | 8,558.00                  | 0           | 8,558.00            | 100%             | 0                          | 0           |
| 10510.00-F10-05720.00-S | Ornamental Rails-Int - Subcontract  | \$26,680.00             | 21,475.00                 | 5,205.00    | 26,680.00           | 100%             | 520.50                     | 4,684.50    |
|                         | Total                               | \$35,238.00             | 35,238.00                 | 5,205.00    | 35,238.00           | 100%             | 520.50                     | 4,684.50    |
|                         |                                     | H                       | I                         | G           | A                   | J                | K                          | E           |

Entered By: \_\_\_\_\_  
Accounting Date

Approved By: \_\_\_\_\_  
Project Manager Date

## SHADED AREA FOR OPUS ACCOUNTING USE ONLY

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

## **APPLICATION AND CERTIFICATE FOR PAYMENT**

**PAGE 1 OF 1 PAGES**

TO (OWNER): Opus Construction

**PROJECT:** Pima Center I -  
Job #10510.00

**APPLICATION NO:**

9

**Distribution to:**  
**OWNER**

**FROM (CONTRACTOR): HI-Profile Metals**

**VIA (ARCHITECT)**

**PO BOX 6825  
Phoenix, AZ 85006**

ARCHITECT'S  
PROJECT NO.

**CONTRACT FOR:**

**CONTRACT DATE:**

# CONTRACTOR'S APPLICATION FOR PAYMENT

| CHANGE ORDER SUMMARY                               |               |            |   |
|--|---------------|------------|---|
| Change orders approved in previous months by Owner | ADDITIONS     | DEDUCTIONS |   |
| TOTAL \$   | -             | \$         | - |
| Approved this Month                                |               |            |   |
| Number   | Date Approved |            |   |
|  |               |            |   |
| TOTALS   |               | \$         | - |
| Net change by Change Orders                        |               | \$         | - |

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by Contractor for Work for which previous Certificates for Payment were issued and payments received from Owner, and that current payment shown herein is now due.

~~Contractor:~~ Hi-Profile Metals

By: \_\_\_\_\_ Date: 2/20/08

# ARCHITECTS CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data compiling the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

**Application is made for Payment, as shown below, in connection with the Contract.**  
**Continuation Sheet is attached**

- |   |       |    |          |
|---|-------|----|----------|
| 1. ORIGINAL CONTRACT SUM.....                 |       | \$ | 26,680   |
| 2. Net change by Change Orders.....           |       | \$ | 8,558    |
| 3. CONTRACT SUM TO DATE (LINE 1+2).....       |       | \$ | 35,238   |
| 4. TOTAL COMPLETED & STORED TO DATE.....      |       | \$ | 35,238   |
| (Column G on Summary Sheet)                   |       |    |          |
| 5. RETAINAGE:                                 |       |    |          |
| a. 10 % of Completed Work \$                  | 3,524 |    |          |
| (Column D+E on Summary Sheet)                 |       |    |          |
| b. % of Stored Material \$                    | 0     |    |          |
| (Column F on Summary Sheet)                   |       |    |          |
| Total Retainage (Line 5a+5b or                |       |    |          |
| Total In Column I of Summary Sheet).....      | 3,524 |    |          |
| 6. TOTAL EARNED LESS RETAINAGE.....           |       | \$ | 31,714   |
| (Line 4 less Line 5 Total)                    |       |    |          |
| 7. LESS PREVIOUS CERTIFICATES FOR             |       |    |          |
| Payment (line 6 from prior certificates)..... |       | \$ | 27,030   |
| 8. CURRENT PAYMENT DUE.....                   |       | \$ | 4,684.50 |
| 9. BALANCE TO FINISH, PLUS RETAINAGE.....     |       | \$ | 3,523.80 |
| (Line 3 less Line 6)                          |       |    |          |

**State of: Arizona**

**County of: Maricopa**

Subscribed and sworn to before me this 20<sup>th</sup> day of Feb, 2009.

Notary Public: *Brook Anne Stony*

**My Commission expires: 8/2/2012**



**BROOKE ANNE STONEY**

**NOTARY PUBLIC**

**MARICOPA COUNTY, ARIZONA  
MY COMM. EXPIRES 8-2-2012**

**AMOUNT CERTIFIED .....**

(Attach explanation if amount certified differs from the amount applied for,

**ARCHITECT:**

By: \_\_\_\_\_ Date: \_\_\_\_\_

**This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner of Contractor under this Contract.**



**CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT**  
(Pursuant to A.R.S. 33-1008(D) (1) )

PROJECT: Pima Center V (III)-Building E

Job#: 08-802

On the receipt by the undersigned of a check from Opus West Construction Corp. (Maker of Check) in the sum of \$4,684.50 payable to Hi-Profile Metals (Payee or Payees of Check) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien, any state or federal statutory bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the undersigned's position, that the undersigned has on the job of Opus Pima Center I-Building E, 9180 E. Via de Ventura, Scottsdale, AZ to the following extent.

This release covers a progress payment for all labor, services, equipment or materials furnished to the jobsite or to Opus West Construction Corp. (Person with whom undersigned contracted) through 2/28/2009 (DATE) only and does not cover any retention, pending modifications and changes or item furnished after that date. Before any recipient of this document relies on it, that person should verify evidence of payment to the undersigned. The undersigned warrants that he either has already paid or will use the monies he receives from this progress payment to promptly pay in full all of his laborers, subcontractors, material men and suppliers for all work, materials, equipment or services provided for or to the above referenced project up to the date of this waiver.

DATED: 2/20/09

Hi-Profile Metals

(Individual or Company Name)

BY:

Brooke H. Hines  
(Signature)

TITLE: President





# SUBCONTRACTOR APPLICATION FOR PAYMENT

Project Name: Pima Center I - Building E  
Subcontractor: Hi Profile Metals, LLC  
Supplier #: 1034228  
Address: 3040 W. Lincoln Street  
Phoenix, AZ 85009  
Phone : 602-455-8311  
Remittance Address : OPUS West Construction Corporation  
Attn : Accounts Payable  
2555 East Camelback Road, Suite 800  
Phoenix, AZ 85016

Project Number: 10510  
Date of Application: 4/16/09  
Application Number: 7- Retention  
Period From: 4/1/09 Period To: 4/30/09

## CONTRACT INFORMATION

| ITEM                                | SALES TAX \$(if applicable) | TOTAL (\$)  |
|-------------------------------------|-----------------------------|-------------|
| ORIGINAL CONTRACT AMOUNT            |                             | \$26,680.00 |
| OPUS APPROVED CHANGE ORDER thru # 2 |                             | \$8,558.00  |
| CONTRACT AMOUNT TO DATE TOTAL       |                             | \$35,238.00 |

## APPLICATION INFORMATION

A Total Completed & Stored to Date \$ 35,238.00  
B Less Retainage 10 % \$ 3,523.80  
C Total Earned less Retainage (A - B) \$ 31,714.20  
D Less Previous Billings (previous req's line C) \$ 3,523.80  
E Current Payment Due (C - D) \$ 3,523.80  
F Balance to Finish, Plus Retainage (H - A + B)  
G Current Gross Amount Completed This Period

SUBCONTRACTOR:

Hi Profile Metals, LLC

Supplier #: 1034228

BY:

DATE:

Brooke Stang  
4/16/09

## APPLICATION BREAKDOWN

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

| Account Code            | Description                         | Current Contract Amount | Work Completed            |             | Total Work Complete | Percent Complete | Retainage This Application | Net Payment |
|-------------------------|-------------------------------------|-------------------------|---------------------------|-------------|---------------------|------------------|----------------------------|-------------|
|                         |                                     |                         | From Previous Application | This Period |                     |                  |                            |             |
|                         |                                     |                         |                           |             | I + G               | A / H            |                            | G - K       |
| 10510.00-E10-05705.00-S | Ornamental Metals-Ext - Subcontract | \$8,558.00              | \$8,558.00                | 0           | \$8,558.00          | 100 %            | 0                          | \$8,558.00  |
| 10510.00-F10-05720.00-S | Ornamental Rails-Int - Subcontract  | \$26,680.00             | 26,680.00                 | 0           | 26,680.00           | 100 %            | 0                          | 26,680.00   |
|                         | Total                               | \$35,238.00             | 35,238.00                 | 0           | 35,238.00           | 100 %            | 0                          | 3,523.80    |
|                         |                                     | H                       | I                         | G           | A                   | J                | K                          | E           |

Entered By : \_\_\_\_\_  
Accounting Date

Approved By : \_\_\_\_\_  
Project Manager Date

## SHADED AREA FOR OPUS ACCOUNTING USE ONLY

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



APPLICATION AND CERTIFICATE FOR PAYMENT

PAGE 1 OF 1 PAGES

TO (OWNER): Opus Construction  
FROM (CONTRACTOR): Hi-Profile Metals  
PO BOX 6626  
Phoenix, AZ 85005

PROJECT: Prime Center I - Building E  
Job #10510.00  
APPLICATION NO: 7 Retention  
PERIOD TO: April 30th, 2009  
ARCHITECTS: - ARCHITECT  
PROJECT NO: 08-002 - CONTRACTOR

CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY

| Change orders approved in previous months by Owner | ADDITIONS     | DEDUCTIONS |
|--|---------------|------------|
| TOTAL \$   | \$            | \$         |
| Approved this Month                                |               |            |
| Number   | Date Approved |            |
|  |               |            |
|  |               |            |
|  |               |            |
| TOTAL \$   | \$            | \$         |
| Net change by Change Orders                        | \$            | \$         |

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by Contractor for Work for which previous Certificates for Payment were issued and payments received from Owner, and that current payment shown herein is now due.

Contractor: Hi-Profile Metals

By:  Date: 4/16/09

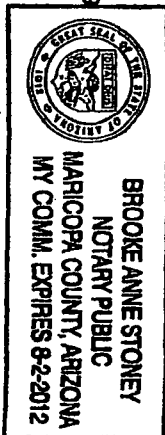
ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet is attached

1. ORIGINAL CONTRACT SUM \$ 26,680
2. Net change by Change Orders \$ 8,558
3. CONTRACT SUM TO DATE (LINE 1+2) \$ 35,238
4. TOTAL COMPLETED & STORED TO DATE \$ 35,238  
(Column G on Summary Sheet)
5. RETAINAGE:  
a. 10 % of Completed Work \$ 3,524  
(Column D+E on Summary Sheet)  
b. % of Stored Material \$ 0  
(Column F on Summary Sheet)  
Total Retainage (Line 5a+5b or Total in Column I of Summary Sheet) \$ 3,524
6. TOTAL EARNED LESS RETAINAGE \$ 31,714  
(Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR Payment (line 6 from prior certificate) \$ 31,714
8. CURRENT PAYMENT DUE \$ 3,523.80
9. BALANCE TO FINISH, PLUS RETAINAGE \$ 0.00  
(Line 3 less Line 6)

State of Arizona  
Subscribed and sworn to before me this 16th day of April, 2009  
Notary Public: Brooke Anne Stoney  
My Commission expires: 6/12/2012



AMOUNT CERTIFIED \$

(Attach explanation if amount certified differs from the amount applied for)

ARCHITECT:

By: Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner of Contractor under this Contract.

**CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT**

**(Pursuant to A.R.S. 33-1008 (D) (3))**

**PROJECT: Pima Center V (III)-Building E**

**Job #: 08-802**

On receipt by the undersigned of a check from Opus West Construction Corp. (maker of check) in the sum of \$ 3,523.80 payable to Hi-Profile Metals (Payee or Payees of check) and when the check has been properly endorsed and has been paid by the bank which it drawn, this document becomes effective to release any mechanic's lien, any state or federal statutory bond right, any private bond right, any claim for payment and any rights under similar ordinance, rule or statute related to claim or payment rights for persons in the undersigned's position, the undersigned has on the job of Opus Pima Center I-Building E, 9180 E. Via de Ventura, Scottsdale, AZ. This release covers the final payment to the undersigned for all labor, services, equipment or materials furnished to the jobsite or to Opus West Construction Corp. (Person with whom undersigned contracted) except for disputed claims in the amount of \$ 0. Before any recipient of this document relies on it, the person should verify evidence of payment to the undersigned.

The undersigned warrants that he either has already paid or use the monies he from this final payment to promptly pay in full all his laborers, subcontractors, material men, and suppliers for all work, materials, equipment or services provided for or to the above referenced project up to the date of this waiver.

**DATED: 4/16/09**

Hi-Profile Metals, LLC.

(Company name)

BY: 

(Signature)

President

(Title)

ARIZONA PRELIMINARY TWENTY DAY LIEN NOTICE

016844

IN ACCORDANCE WITH ARIZONA REVISED STATUTES 33-992.01 ET SEQ., 3422, ET SEQ  
THIS IS NOT A LIEN, THIS IS NOT A REFLECTION ON THE INTEGRITY OF ANY CONTRACTOR OR  
SUBCONTRACTOR

Construction Lender or Assigns  
or Bonding Information:

BANK OF AMERICA, N.A.  
201 WEST WASHINGTON STREET  
22ND FLOOR  
PHOENIX , ARIZONA 85004

You are hereby notified that:

HI-PROFILE METALS  
P.O. BOX 6925  
PHOENIX , ARIZONA 85005

has furnished or will furnish Labor, Professional Services, Materials,  
Machinery, Fixtures or Tools of the following general description:  
LABOR & MATERIAL TO COMPLETE ORNAMENTAL  
METAL WORK

Owner(s) or Reputed Owner(s):

PC-101, INC. & PIMA CENTER 101, LLC.  
C/O OPUS WEST CORP.  
2555 EAST CAMELBACK ROAD , SUITE 800  
PHOENIX , ARIZONA 85016

in the construction, alteration, or repair of the building, structure or  
improvement located at:

OPUS PIMA CENTER I, BUILDING E  
9180 EAST VIA DE VENTURA  
SCOTTSDALE , ARIZONA 85258

and situated upon that certain lot(s) or parcel(s) of land in  
MARICOPA County, Arizona description as follows:

A PORTION OF SECTION 31  
T3N R5E OF THE G&SRB&M

NOTICE TO PROPERTY OWNER

If bills are not paid in full for the labor, professional services, materials,  
machinery, fixtures or tools furnished, or to be furnished, a mechanic's lien  
leading to the loss, through court foreclosure proceedings, of all or part of  
your property being improved may be placed against the property. You may  
wish to protect yourself against this consequence by either;

1. Requiring your contractor to furnish a conditional waiver and release  
pursuant to A.R.S. 33-1008, subsection D, Paragraphs 1 and 3 signed by  
the person or firm giving you this notice before you make payment to your  
contractor.
2. Requiring your contractor to furnish an unconditional waiver and release  
pursuant to A.R.S. 33-1008, subsection D, Paragraphs 2 and 4 signed by  
the person or firm giving you this notice after you make payment to your  
contractor.
3. Using any other method or device that is appropriate under the  
circumstances.

The name and address of the person or firm who contracted for the  
purchase of such labor, professional services, materials, machinery,  
fixtures or tools is:

OPUS WEST CONSTRUCTION CORPORATION  
2555 EAST CAMELBACK ROAD  
SUITE 800  
PHOENIX , ARIZONA 85016

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

\$28,000.00

Dated: April 02, 2008

X SUSAN C. BEYETTE ATTORNEY IN FACT

Signature

Title

for HI-PROFILE METALS

Prepared and sent by:

DAR-LIENS, INC.  
4040 E. MCDOWELL RD. SUITE 203  
PHOENIX, ARIZONA 85008  
(602) 942-1515  
(602) 942-0763 Fax

ORIGINAL COPY

Date of service: April 02, 2008

Type of service: ☒ First Class Mail  
☒ Certificate of Mailing

Original or General Contractor:

OPUS WEST CONSTRUCTION CORPORATION  
2555 EAST CAMELBACK ROAD  
SUITE 800  
PHOENIX , ARIZONA 85016

AFFIDAVIT OF PROOF OF SERVICE OF PRELIMINARY TWENTY DAY LIEN NOTICE

STATE OF ARIZONA

SS

COUNTY OF MARICOPA

If there is any incorrect information contained in this  
notice, please notify the above within ten days.

SUSAN C. BEYETTE, being duly sworn, upon oath, deposes and says that:

1. I am the LIMITED AGENT for the claimant herein, and I have personal  
knowledge of the facts herein set forth.
2. Service of this Preliminary Twenty Day Notice in connection with a Notice  
of Claim of Lien was made as shown above.

*Susan C. Beyette*  
(Signature of sender)

*Susan C. Beyette*  
(Signature of affiant)

Subscribed and Sworn To before me this 2ND day of APRIL 2008

by SUSAN C. BEYETTE the LIMITED AGENT

My commission expires NOVEMBER 26, 2010

for HI-PROFILE METALS



*Dale Shephard*  
(Notary Public)

016844

ARIZONA PRELIMINARY TWENTY DAY LIEN NOTICE

021573

IN ACCORDANCE WITH ARIZONA REVISED STATUTES 33-992.01 ET SEQ., 3422, ET SEQ  
THIS IS NOT A LIEN, THIS IS NOT A REFLECTION ON THE INTEGRITY OF ANY CONTRACTOR OR  
SUBCONTRACTOR

Construction Lender or Assigns  
or Bonding Information:

BANK OF AMERICA, N.A.  
201 WEST WASHINGTON STREET  
22ND FLOOR  
PHOENIX, ARIZONA 85004

You are hereby notified that:

HI-PROFILE METALS  
P.O. BOX 6925  
PHOENIX, ARIZONA 85005

has furnished or will furnish Labor, Professional Services, Materials,  
Machinery, Fixtures or Tools of the following general description:

LABOR & MATERIAL TO COMPLETE ORNAMENTAL  
METAL WORK

( AMENDED TO CHANGE DOLLAR AMOUNT)

in the construction, alteration, or repair of the building, structure or  
improvement located at:

OPUS PIMA CENTER I, BUILDING E  
9180 EAST VIA DE VENTURA  
SCOTTSDALE, ARIZONA 85258

and situated upon that certain lot(s) or parcel(s) of land in  
**MARICOPA** County, Arizona description as follows:

A PORTION OF SECTION 31  
T3N R5E OF THE G&SRB&M

Owner(s) or Reputed Owner(s):

PC-101, INC. & PIMA CENTER 101, LLC.  
C/O OPUS WEST CORP.  
2555 EAST CAMELBACK ROAD , SUITE 800  
PHOENIX , ARIZONA 85016

NOTICE TO PROPERTY OWNER

If bills are not paid in full for the labor, professional services, materials,  
machinery, fixtures or tools furnished, or to be furnished, a mechanic's lien  
leading to the loss, through court foreclosure proceedings, of all or part of  
your property being improved may be placed against the property. You may  
wish to protect yourself against this consequence by either;

1. Requiring your contractor to furnish a conditional waiver and release  
pursuant to A.R.S. 33-1008, subsection D, Paragraphs 1 and 3 signed by  
the person or firm giving you this notice before you make payment to your  
contractor.
2. Requiring your contractor to furnish an unconditional waiver and release  
pursuant to A.R.S. 33-1008, subsection D, Paragraphs 2 and 4 signed by  
the person or firm giving you this notice after you make payment to your  
contractor.
3. Using any other method or device that is appropriate under the  
circumstances.

Within ten days of the receipt of this Preliminary Twenty Day Notice the  
owner or other interested party is required to furnish all information  
necessary to correct any inaccuracies in the notice pursuant to A.R.S.  
33-992.01, subsection 1 or loose as a defense any inaccuracy of that  
information.

Within ten days of the receipt of this Preliminary Twenty Day Notice if any  
payment bond has been recorded in compliance with A.R.S. 33-1003, the  
owner must provide a copy of the payment bond including the name and  
address of the surety company and bonding agent providing the payment  
bond to the person who has given the Preliminary Twenty Day Notice. In the  
event that the owner or other interested party fails to provide the bond  
information within that ten day period, the claimant shall retain lien rights to  
the extent precluded or prejudiced from asserting a claim against the bond  
as a result of not timely receiving the bond information.

Original or General Contractor:

OPUS WEST CONSTRUCTION CORPORATION  
2555 EAST CAMELBACK ROAD , SUITE 800  
PHOENIX , ARIZONA 85016

The name and address of the person or firm who contracted for the  
purchase of such labor, professional services, materials, machinery,  
fixtures or tools is:

OPUS WEST CONSTRUCTION CORPORATION  
2555 EAST CAMELBACK ROAD , SUITE 800  
PHOENIX , ARIZONA 85016

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

\$35,238.00

Dated: May 05, 2009

X **SUSAN C. BEYETTE** **LIMITED AGENT**

Signature

Title

for **HI-PROFILE METALS**

Prepared and sent by:

**DAR-LIENS, INC.**  
**4040 E. MCDOWELL RD. SUITE 203**  
**PHOENIX, ARIZONA 85008**  
**(602) 942-1515**  
**(602) 942-0763 Fax**

AZCLDP #80906  
Designated Principal:  
Dale Shephard

**ORIGINAL COPY**

Date of service: May 05, 2009  
Type of service: ☒ First Class Mail  
☒ Certificate of Mailing

**AFFIDAVIT OF PROOF OF SERVICE OF PRELIMINARY TWENTY DAY LIEN NOTICE**

STATE OF **ARIZONA**

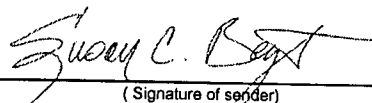
SS

COUNTY OF **MARICOPA**

If there is any incorrect information contained in this  
notice, please notify the above within ten days.

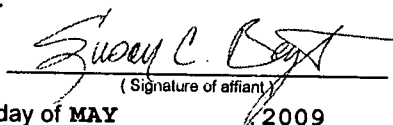
**SUSAN C. BEYETTE**, being duly sworn, upon oath, deposes and says that:

1. I am the **LIMITED AGENT** for the claimant herein, and I have personal  
knowledge of the facts herein set forth.
2. Service of this Preliminary Twenty Day Notice in connection with a Notice  
of Claim of Lien was made as shown above.


  
(Signature of sender)

Subscribed and Sworn To before me this **5TH** day of **MAY** 2009

by **SUSAN C. BEYETTE** the **LIMITED AGENT**  
for **HI-PROFILE METALS**  
My commission expires **NOVEMBER 26, 2010**

  
(Signature of affiant)



  
(Notary Public)

021573

AFFIDAVIT OF PROOF OF SERVICE OF ARIZONA PRELIMINARY TWENTY DAY NOTICE

SUSAN C. BEYETTE BEING DULY SWORN AND UPON OATH DEPOSES AND SAYS THAT  
HE/SHE IS LIMITED AGENT OF HI-PROFILE METALS  
WHOSE ADDRESS IS P.O. BOX 6925  
PHOENIX, ARIZONA 85005

THAT AN ARIZONA PRELIMINARY TWENTY DAY NOTICE WAS PREPARED AND SERVED  
ACCORDING TO A.R.S. 33-992.01 AND 33-992.02.

THAT THE PRELIMINARY NOTICE WAS SERVED VIA CERTIFICATE OF MAILING AS PROVIDED  
BY THE UNITED STATES POSTAL SERVICE ON April 02, 2008.

THE PRELIMINARY NOTICE NUMBER 016844/021573 WAS DIRECTED AS FOLLOWS:

TO THE OWNER OR REPUTED OWNER AS:  
PC-101, INC. & PIMA CENTER 101,  
LLC.  
C/O OPUS WEST CORPORATION  
2555 EAST CAMELBACK ROAD, SUITE 800  
PHOENIX, ARIZONA 85016

TO THE GENERAL CONTRACTOR AS:  
OPUS WEST CONSTRUCTION CORPORATION  
2555 EAST CAMELBACK ROAD  
SUITE 800  
PHOENIX, ARIZONA 85016

TO THE CONSTRUCTION LENDER AS:  
BANK OF AMERICA, N.A.  
201 WEST WASHINGTON STREET  
22ND FLOOR  
PHOENIX, ARIZONA 85004

TO THE BONDING AGENCY AS:  
N/A

  
SIGNATURE OF AFFIANT

Limited Agent

STATE OF ARIZONA )

COUNTY OF MARICOPA )

SS

AZCLDP #80906  
Designated Principal:  
Dale Shephard

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, A NOTARY PUBLIC, THIS  
4th DAY OF June, 2009 BY SUSAN C. BEYETTE  
THE EMPLOYEE OF DAR-LIENS, INC.

  
NOTARY PUBLIC



Name and Address of Sender

Check type of mail or service:

- ☐ Certified  
☐ COD  
☐ Delivery Confirmation  
☐ Express Mail  
☐ Insured
- ☐ Recorded Delivery (International)  
☐ Registered  
☐ Return Receipt for Merchandise  
☐ Signature Confirmation

**Affix Stamp Here**  
(If issued as a certificate of mailing or for additional copies of this bill)  
Postmark and Date of Receipt

| Article Number | Address (Name, Street, City, State, & ZIP Code)   | Postage | Fee | Handling Charge | Actual Value | Insured Value | Due Sender if COD | DC Fee | SC Fee | SH Fee | RD Fee | RR Fee |
|----------------|---|---------|-----|-----------------|--------------|---------------|-------------------|--------|--------|--------|--------|--------|
| 1.             | 16841 ①<br>Kummel Construction<br>7520 East Adobe Drive<br>Scottsdale, AZ 85255                       |         |     |                 |              |               |                   |        |        |        |        |        |
| 2.             | 16842 ①<br>Cactus Plaza Investments, LLC<br>8111 East Indian Bend Road<br>Scottsdale, AZ 85250        |         |     |                 |              |               |                   |        |        |        |        |        |
| 3.             | ②<br>One Stop Cam Services<br>7000 East Shea Blvd.<br>Building J<br>Scottsdale, AZ 85254              |         |     |                 |              |               |                   |        |        |        |        |        |
| 4.             | 16843 ①<br>Latitude 8<br>David Elliger<br>3000 East Palo Verde Street<br>Gilbert, AZ 85296            |         |     |                 |              |               |                   |        |        |        |        |        |
| 5.             | ②<br>Shannon Construction, LLC<br>20814 North 35th Drive<br>Suite B103<br>Phoenix, AZ 85050           |         |     |                 |              |               |                   |        |        |        |        |        |
| 6.             | 16844 ①<br>Bank of America, N.A.<br>201 West Washington Street<br>2nd Floor<br>Phoenix, AZ 85004      |         |     |                 |              |               |                   |        |        |        |        |        |
| 7.             | ②<br>C/O Opus West Corp.<br>2555 East Camelback Road, Suite 800<br>Phoenix, AZ 85016                  |         |     |                 |              |               |                   |        |        |        |        |        |
| 8.             | ③<br>Opus West Construction Corporation<br>2555 East Camelback Road<br>Suite 800<br>Phoenix, AZ 85016 |         |     |                 |              |               |                   |        |        |        |        |        |

Total Number of Pieces Listed by Sender: 8  
Total Number of Pieces Received at Post Office: 8  
Postmaster, Per (Name of receiving employee): [Signature]

PS Form 3877, February 2002 (Page 7 of 21)

Complete by Typewriter, Ink, or Ball Point Pen

See Privacy Act Statement on Reverse



U.S. POSTAGE  
PAID  
PHOENIX, AZ  
PERMIT NO. 800  
APR 02 2008  
\$2.00  
00101098-12



Signature Confirmation  
Return Receipt for Merchandise  
Registered Mail  
Signature Confirmation



Name and Address of Sender

DARLIENS INC.  
4040 E. McDOWELL #203  
PHOENIX, AZ 85008

Check type of mail or service:

☐ Certified  
☐ COD  
☐ Delivery Confirmation  
☐ Express Mail  
☐ Insured  
☐ Recorded Delivery (International)  
☐ Registered  
☐ Return Receipt for Merchandise  
☐ Signature Confirmation

Affix Stamp Here  
(If issued as a  
certificate of mailing,  
or for additional  
copies of this bill)  
Postmark and  
Date of Receipt

| Article Number | Addressee (Name, Street, City, State, & ZIP Code)  | Postage | Fee | Handling Charge | Actual Value if Registered | Insured Value | Due Sender if COD | DC Fee | SC Fee | SH Fee | RD Fee | RR Fee |
|----------------|--|---------|-----|-----------------|----------------------------|---------------|-------------------|--------|--------|--------|--------|--------|
| 1.             | 21573<br>① Bank of America, N.A.<br>201 W. Washington St.<br>Phoenix, AZ 85004<br>22nd Floor |         |     |                 |                            |               |                   |        |        |        |        |        |
| 2.             | ② PC-101, Inc. + Pima Center<br>2555 E. Camelback Rd. #800<br>Phoenix, AZ 85016              |         |     |                 |                            |               |                   |        |        |        |        |        |
| 3.             | ③ Opus West Construction Corporation<br>2555 E. Camelback Rd. #800<br>Phoenix, AZ 85016      |         |     |                 |                            |               |                   |        |        |        |        |        |
| 4.             | ④ Dept. of the Interior<br>2555 Gila Ridge Rd.<br>Yuma, AZ 95315                             |         |     |                 |                            |               |                   |        |        |        |        |        |
| 5.             | 21574<br>⑤ Arizona Game & Fish Department<br>5000 W. Camelback Highway<br>Phoenix, AZ 85086  |         |     |                 |                            |               |                   |        |        |        |        |        |
| 6.             | ③ M.O. Merritt, Inc.<br>PO Box 3804<br>Carefree, AZ 85377                                    |         |     |                 |                            |               |                   |        |        |        |        |        |
| 7.             | 21575<br>① Southsland, LLC<br>7340 E. Indian Plaza<br>Scottsdale, AZ 85251                   |         |     |                 |                            |               |                   |        |        |        |        |        |
| 8.             | 21576<br>④ Hines Two Renaissance<br>40 N. Central Ave.<br>Phoenix, AZ 85004                  |         |     |                 |                            |               |                   |        |        |        |        |        |



U.S. POSTAGE  
PHOENIX, AZ  
MAY 05, 09  
AMOUNT

\$3.20  
00028546-15

Total Number of Pieces Listed by Sender: 8  
Total Number of Pieces Received at Post Office: 8

PS Form 3877, February 2002 (Page 1 of 2)

Complete by Typewriter, Ink, or Ball Point Pen

See Privacy Act Statement on Reverse

Delivery Confirmation  
Signature Confirmation  
Special Hand  
Restricted Delivery  
Return Receipt